THE LAW TIMES,

AND CASES.

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FROM

MARCH 1844, TO OCTOBER 1844.

VOLUME III.

THE REPORTS IN THIS VOLUME ARE CONTRIBUTED BY THE FOLLOWING GENTLEMEN:—

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HOUSE OF LORDS by WILLIAM PATERSON, Esq. of Gray's Inn, Barrister-at-Law.

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ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq. of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq. of the Middle Temple, Barrister-at-Law.

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The REGISTRATION COURTS, collected and edited by EDWARD W. COX, Esq. of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D. Barrister at-Law.

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N. B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

HOUSE OF LORDS.

Tuesday, April 2.

COMMITTEE FOR PRIVILEGES.

THE WHARTON PEERAGE.

A committee for privileges sat, the Earl of Shaftesbury presiding, for the purpose of considering the petition which had been referred to the House by her Majesty, wherein Mr. Charles Kemeys Tynte, of Halswell, in the county of Somerset, laid claim to the dignity of Baron Wharton by descent from Mary, third daughter of the fourth Baron Wharton, by Jane Goodwyn, his second wife. The creation of the peerage was said to have taken place in 1544, during the reign of Henry VIII. and was by writ. It chanced, however, that there was no sitting under the writ, until the 2nd of Edward VI. in 1548. Baron Wharton, it appears, took his seat on the 26th of November, and that fact was duly set out in the journals of the House. This first peer having died in 1568, was succeeded by his son, and afterwards by his grandson. The latter married Frances, daughter of the Earl of Cumberland, and left issue, two sons, George and Thomas. Of these two sons the former was killed in a duel, on the 8th of November, 1609, by the eldest son of Lord Blantyre. Both of the combatants were, in fact, killed, and both were buried in the same grave, and in the register of burials at Islington their names appear to follow each other. The name of Lord Blantyre's son was James Stewart. On the death of this son, George Thomas, the second son, became heir to the barony of Wharton, but happened to die before his father, and therefore did not come to the title. Prior to his death, however, he had married Philadephia, a daughter of Lord Carey, by whom he had one son, named Philip, who eventually enjoyed the title, and left three sons. But he had previously had a daughter by his first wife, who married the fourth Earl of Lindsay, from whom the present Marquis of Cholmondeley is descended, as is also Lord Willoughby D'Eresby. He had several children by his second marriage, of whom one, Thomas, was created Earl of Wharton in 1706, and Marquis of Wharton and Malmesbury in 1714. There were not any children by the fifth lord by his first marriage, but he had several children by his second wife. The eldest of three sons succeeded to the title, and was afterwards, in 1718, elevated to the honour of Duke of Wharton. The duke was ultimately outlawed for high treason, and died at Taragona, in Spain. At the death of the duke the dukedom, the marquisate, and the earldom became extinct, whilst the barony fell into abeyance between the descendants of the fourth lord's daughters. Elizabeth, the only child by the first wife of this fourth lord, was the ancestress of Lords Cholmondeley and Willoughby D'Eresby. The descendants of Margaret, the second daughter by the second wife of the same, were now extinct. Mary, his third daughter by his second wife, was the ancestress of the present claimant; and his fifth daughter, Philadelphia, also by the second wife, was the ancestress of Mr. A. Cochrane, the son of Rear-Admiral Sir Thomas Cochrane, C.B.

In the course of the proceedings yesterday, evidence was put in to prove the pedigree, and the examination of witnesses was proceeding when the house rose.

The Solicitor-General and Sir Harris Nicholas appeared on behalf of the claimant; the Attorney-General watched the proceedings on behalf of the Crown; whilst Mr. Austin represented Mr. Cochrane.

Equity Courts.

LORD CHANCELLOR'S COURT.

Saturday, March 9.

CORPORATION OF GLOUCESTER v. WOOD.

Retaining fund in court pending appeal—Authority of corporation to enter into undertaking.

Swanston, Humphry, and *Bailey*, for the plaintiffs, said the corporation were willing to enter into the undertaking required by the Vice-Chancellor Wigram, but could not enter into any further undertaking. An application having been made to restrain the transfer to the defendants of the fund in court, the Vice-Chancellor made a conditional order, that the plaintiffs were to submit to any order which the Court might thereafter make as to interest or costs. The plaintiffs having declined to enter into that undertaking, the Vice-Chancellor refused their application, with costs. An appeal was then made against that order, and also a substantive motion to restrain the transfer of the funds. The plaintiffs now asked that the order might now be made as if made on the day of the application to the Vice-Chancellor, and that the costs of that application and all subsequent costs might be reserved.

Walker and *Rolt*, for the defendant Osborne, one of the executors, objected that the corporation was not competent to give an undertaking, for, if given, it could not be enforced. (*Re Corporation of Hythe*, 4 Young & Collyer's Reports.)

The LORD-CHANCELLOR.—It is said the principal of the corporation property cannot be applied to corporation debts, incurred subsequent to the Municipal Corporations Act, but the dividends only can be so applied. May not the corporation enter into the contracts necessary to carry out such arrangements as this?

Walker.—The defendants are content with judgment. The Municipal Corporations Act prevents the plaintiffs from dealing with the principal of their property, and under such incapacity they ask for indulgence.

The LORD CHANCELLOR.—By the Municipal Corporations Act, the property of the late corporations was directed to be paid over to the new corporations, subject to existing charges, debts, and so forth; then to discharge the duties incident to the possession of that property; in so doing, expenses, such as they are authorized to incur, must be paid.

Tierney and *Jolliffe*, for the other executors, cited *Willan* v. *Willan* (16 Ves. 72, 216); *Way* v. *Foy* (18 Ves. 452); *Attorney-General* v. *Mayor of Ipswich*, before Lord Cottenham, and *Snipe* v. *Lord Lowther*, before Lord Lyndhurst, Nov. 20, 1842.

The LORD CHANCELLOR.—The circumstances of suspicion were such in Snipe's case, that I thought it proper to detain the fund, especially as Snipe was out of the country. The defendants are to be at liberty to apply for payment of the fund in court, or any part thereof, on giving security for the re-transfer thereof.

March 9, 22.

Re ROGERS, A LUNATIC.

Practice in Lunacy—Reference—Purchaser—Costs.

Montagu, in this matter, appeared in support of a petition, which asked that a trust-estate which was vested in the lunatic, might be conveyed under the Act 1 Wm. 4, c. 60, without a previous reference.

Affidavits in support of the petition by a surgeon and a personal connection of the lunatic, to prove his insanity, which was of long standing, were read; but on the first day his lordship thought them not sufficiently full. On the second day, his lordship, being satisfied with the affidavits, made the order that the purchaser's solicitor should be directed to convey in the name of the lunatic.

Rogers, for the purchaser, asked for the costs of the petition.

Montagu.—The purchaser has accepted the title, and this petition is a necessary part of the conveyance.

The LORD CHANCELLOR.—The vendor must pay all the costs of the petition; it is not reasonable that that expense should fall on the purchaser.

Wednesday, March 13.

BURRIDGE v. ROWE.

Trust fund—Retainer—Mutual credits—Settlement. Where a person who has an interest under a settlement is also liable to make good a portion of the trust fund, the trustees will be entitled to set off his interest against his liability, and, in the event of his bankruptcy, his assignees will be subject to the same equity.

The LORD CHANCELLOR then gave judgment.—This case turned upon a settlement made on the marriage of a daughter of Alderman Winchester with Mr. Rowe. The terms of the settlement were these:—Alderman Winchester gave a bond to trustees conditioned for payment of 5,000*l.* after his death, with interest at 5 per cent. in the meantime. This was settled upon his daughter for life, for her separate use, then to her husband Rowe for life, with remainder to the children of the marriage. On the other side, Rowe covenanted to pay to the trustees 5,000*l.* six months after his death, and two policies of insurance for 2,000*l.* and 3,000*l.*, effected upon the life of Rowe, were assigned to the trustees as a guarantee. That was also settled on the wife for life, and afterwards upon the children, and, in case there should be no children, to Rowe absolutely. The marriage took place, and three years afterwards Rowe became bankrupt. The trustees then applied to prove for the value of the debt payable on Rowe's death, and they were allowed to prove for 1,600*l.*, the value of their contingent debt. They received dividends on this proof, which were invested. After the bankruptcy of Rowe, he ceased to pay the premiums on his policies of insurance, which were paid by Alderman Winchester, and were ultimately deducted by him from the interest paid by him on his bond; and, after Alderman Winchester ceased to pay those premiums, they were paid by the daughter herself. At the bankruptcy, when the trustees applied to prove against the estate of Rowe, the assignees declined to receive their securities (the policies), which they had a right to have had given up to them. They probably considered the policies of no value. There was then no reason to suppose that Rowe would die soon. After Rowe's bankruptcy, Alderman Winchester applied to the assignees to purchase the reversionary interests of Rowe under the settlement, and it was agreed that he should have them at the price of 100*l.*; that sum was paid, and an assignment made from the assignees. In 1835 Rowe died, and on application to the insurance offices, the amount of the two policies was paid to the trustees. The policies, with the accumulations, amounted to 5,990*l.* Alderman Winchester became bankrupt in 1838, and in a few weeks afterwards died. The question now was between the plaintiff, who has since married Mrs. Rowe, and Alderman Winchester's assignees as to the right to this fund. The first question is as to the policies; and there is no doubt as to the interest during the life of Mrs. Burridge; but the contingent interest of Rowe had vested in the assignees of Winchester. Then what was his situation in respect of his bond? That was a credit in favour of the trustees; it was provable under his bankruptcy for nearly the full amount; for though the 5,000*l.* was not payable until after his death, interest was due in the meanwhile, which made it the same thing as an immediate demand. On the other side, Alderman Winchester had a regular assignment, which was a credit against the trustees. That fact, however, is immaterial, when there is mutual credit; and I consider this a case of mutual credit, according to a liberal interpretation of the statements. Whatever rights or liabilities were, it is unnecessary to resort to the the principle of retainer. A debt was due from Winchester to the trustees of the settlement, and a claim under the settlement belonged to Winchester. This is not precisely the case of *Priddy* v. *Rose* (3 Merivale's Reports, 86); *Smith* v. *Smith* (5 Vesey's Reports, 189), or that class of cases; but though not within the precise circumstances, the principle applies, and the trustees are entitled to enforce their claim on Alderman Winchester against the trust-fund. Whether as a mutual credit under the Bankrupt Act or on the doctrine of retainer, the assignees of Alderman Winchester are not entitled to the trust-fund until they

have made good the settlement. This brings me to the question of the fund derived from the dividend under Rowe's bankruptcy. His assignees might have taken the policies, as they were guarantees for that debt which the trustees proved against his estate. But they must have kept up the payment of the premiums, to have reaped any benefit from those policies; they did not think it worth while to do so—they abandoned them. They were afterwards kept up by Mrs. Burridge out of her own income. Application was made to the assignees of Rowe to know whether they had any claim on the dividend, when they said they had none. They have no right afterwards, and it would be injustice to permit them to turn round and claim the dividend. As to Alderman Winchester's claim on that fund, it did not pass to his assignees; but it is not necessary to decide that question, because it will follow the fate of the other fund, and be subject to the same principle. This was the view of the Vice-Chancellor, and his decision must be affirmed, with costs, including the costs of the trustees.

Erratum in BONSOR v. COX.—A correspondent notices an error in our report of this case, in which it is said, "The Master of the Rolls overruled both exceptions;" whereas the decision at the Rolls was to overrule the exception on that part of the report which disallowed Messrs. Morrell's claim in respect of the note of 999*l*. 10*s*., and to allow the exception to that part of the report which admitted their claim on the 750*l*. note. The mistake is quite obvious from the context.

The short point decided—and distinctly reported—is, that the Master's finding in favour of an excepting party, though his exception has been overruled, may save him from costs if unsuccessful on appeal.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Tuesday, Feb. 20.

HANSEN v. MILLER.

Wife's chose in action—Reduction into possession—Post-nuptial settlement.

A lady being absolutely entitled, upon the death of her mother, among other property, to the sum of 900l. (in the hands of trustees under the marriage settlement of her father and mother), married during her infancy, without any settlement having been made of her property. The mother died shortly after her daughter's marriage, whereby the 900l. with other property, became a vested interest in possession, and was claimed by the husband in virtue of his marital rights, but the trustees refusing to pay him the 900l. unless he consented to settle a portion of it upon his wife, for her separate use, he agreed to do so: and accordingly, the sum of 500l. was paid by them, at the direction of the husband and wife, to new trustees, upon trust for her separate use for life (she being still an infant), and after her decease, to such purposes as she should by her last will and testament direct or appoint, and in default of such direction or appointment, in trust for her next of kin: Held, that this settlement, whereby the 500l. was transferred from the old to the new trustees upon different trusts, was such a reduction into possession in the wife's chose in action as bound her surviving him: and that the limitation of the settlement gave her but a life estate, with a power to appoint.

The bill was filed for the purpose of realizing for the benefit of the plaintiff certain funds vested in the defendants as the trustees of the plaintiff's marriage settlement.

In the year 1832, the plaintiff, being then an infant, intermarried with one Ludwig Peter Christian Hansen, her late husband, deceased, and no settlement was executed previous to the marriage for the purpose of securing to her any provision out of either her own or her husband's property. At the time of her marriage she was absolutely entitled, under the will of her father, to a share of his residuary estate, and also to the sum of 900*l*. under an indenture of settlement, made on the marriage of her late father and mother, subject to her mother's life interest therein.

Mrs. Harvey, the mother, died in the year 1833, whereupon the plaintiff became entitled to a share of her residuary personal estate and the before-mentioned sum of 900*l*.

L. P. C. Hansen, the late husband of plaintiff, received for his own benefit the wife's share in the personal estates of her father and mother, and claimed from Sir Edward Banks and John Plews, who were the trustees under the marriage settlement of plaintiff's father and mother, the above-mentioned sum of 900*l*.; but they, the trustees, refused to pay over that sum to him unless he would consent to make a proper settlement of part, at least, of that fund for her own benefit; whereupon, by an indenture of settlement bearing date the [illegible] day of October, 1833, made and executed between the said L. P. C. Hansen and plaintiff, of the one part, and William Miller and John Norman, the defendants, of the other part, reciting, among other things, that upon the death of William M. Harvey (the plaintiff's father), which took place on the 9th day of September, 1835, the plaintiff became entitled to a share of his residuary personal estate, and on the death of the said Ann Harvey, the plaintiff's mother, whereby she became entitled to a share of her residuary personal estate, and also to certain sums, amounting in the whole to 900*l*.; and that the said L. P. C. Hansen had received of Banks and Plews the sum of 400*l*. part of the said 900*l*.; and that he had requested Banks and Plews to pay over the said sum of 500*l*. to Miller and Norman, for the purpose of being invested as thereafter mentioned, which Banks and Plews had so paid accordingly; and that they (Miller and Norman) had that day invested the same in the purchase, in their names, of the sum of 573*l*. 1s. 4d. Three per Cent. Consolidated Bank Annuities, and that the same was then standing in their names in the books of the Governor and Company of the Bank of England; and that it was agreed that the said defendants should stand possessed of the said sum of 573*l*. 1s. 4d. Three per Cent. Consols, upon and for the trusts, intents, and purposes, and subject to the powers, provisions, and agreements, thereinafter declared concerning the same. The indenture then proceeds to declare that the said new trustees should stand and be possessed of the said fund, "and should, until plaintiff should attain the age of twenty-one years, pay and apply the interest and dividends thereof in such manner, for the benefit and advantage of plaintiff, exclusively of her said husband, as they, the trustees and trustee for the time being, should in their and his full discretion think fit, and should, after plaintiff should have attained the age of twenty-one years, and during the remainder of her life, pay, apply, and dispose of the interest, dividends, and annual produce of the same, to such person or persons only, and for such intents and purposes only, as plaintiff, notwithstanding her then present or any future coverture, and as if she were sole and unmarried should from time to time, by any writing or writings, signed by her with her own hand, direct or appoint (but not so as to deprive herself of the benefit thereof by sale, mortgage, charge, or otherwise, in the way of anticipation); and in default of and until such direction or appointment, into the proper hands of plaintiff, for her sole and separate use and benefit, exclusively of her then present or any future husband whom she might marry, and without being in any wise subject to his debts, control, &c. And that the receipts of plaintiff, or of such person or persons as she should from time to time direct or appoint to receive the said interest or dividends, should, notwithstanding her then present or any future coverture, be an effectual discharge for the money therein mentioned or acknowledged to be received: and that, after the decease of plaintiff, the said trust monies, stocks, funds, and securities, and the interest, dividends, and annual produce thereof, should remain and be upon and for such trusts, &c. as plaintiff, by her last will and testament in writing, or by any writing in the nature of a will, &c. to be by her signed and published in the presence of, and attested by, two or more credible witnesses, should from time to time, notwithstanding her being under coverture, direct or appoint; and in default of such direction or appointment, and so far as any such, if incomplete, should not extend, in trust for the person or persons who, under the statute for the distribution of the estates of intestates, would, at the death of the plaintiff, be entitled to her personal estate in case she had died possessed of the same a *feme sole* and intestate, and to be divided between and amongst the same persons respectively, if more than one, in the shares and proportions in which the same would, under or by virtue of the said statutes, be devisable amongst the said persons respectively."

Bethel and *Glass*, for the plaintiff, Mrs. Hansen, contended that the transfer made by the husband upon trust for the wife of the 500*l*. which was merely a *chose in action*, and never reduced into possession by him, was consequently void, as against the wife, who survived him, and that she, therefore, took the absolute fund. That the mere transfer of a *chose in action* by a debtor to a third party, even by the direction of the husband, cannot be considered as a reduction into possession; and, according to the case of *Perdew* v. *Jackson* (1 Russ. 1), reduction into possession and receipt are equivalent. That even if there had been a transfer by direction of the husband to the trustees for the benefit of creditors, provided the fund were found in their hands at the time of his death, the Court would not consider that a reduction into possession; and the circumstance of the husband having merely directed a trust in respect of the fund would avail nothing for that purpose, and that the mere change of hands would not in this respect cause the fund to lose its character of a *chose in action*. That the fund was not vested in the new trustees by any proper right of the husband so as to constitute them agents for him. It was also, on other grounds, argued on behalf of the plaintiff, why she claimed to be entitled to the absolute interest in the property—1st, that the settlement was made during her infancy, and pending her coverture, consequently void as against the husband; and, 2nd, that, even supposing the transfer to have amounted to a reduction into possession, so as to bind the widow, the result under the limitations of the settlement would be to entitle her to the absolute interest in the 500*l*. (and not a mere life estate), as it would be provided the ultimate limitation had been to her executors and administrators, instead of her next of kin. That the case of *Robinson* v. *Dusgale* decides that where there is a limitation to the wife for life, with an absolute power of appointment by will, it vests the absolute interest in the wife.

Stewart and *Hall*, for the trustees of the settlement, were not heard.

Cases cited: *Perdew* v. *Jackson* (1 Russ. 1); *Anderson* v. *Dawson* (15 Ves. 532); *Godsell* v. *Webb* (2 Keen, 99); *Robinson* v. *Dusgale* (2 Vern. 180).

The VICE-CHANCELLOR.—Reduction into possession signifies actual payment, but I am of opinion that payment to the husband's agent would be a good payment. The fund in the hands of the original trustees being a *chose in action*, was transferred by the direction of the husband to the new trustees appointed by him, to be held upon new trusts. Is not this, therefore, a reduction into possession by the husband? I conceive the transaction, on the part of the husband, to be as clear a destruction of the original character of the *chose in action*, in which his wife had a contingent interest, as could possibly be; and you could only proceed against the new trustees by bill, to enforce the trusts of that settlement. The same fact which constituted the receipt by the husband constituted a disposition by the husband. It was, in truth, a receipt and disposition at the same time. I do not agree with the arguments on behalf of the plaintiff. The deed of settlement represents that Banks and Plews, the original trustees, had property to the amount of 900*l*. upon trust, to which the plaintiff was entitled—this was, therefore, a mere *chose in action*. The husband of the lady had part of that sum paid over to him by Banks and Plews, under the consideration that he would settle the remaining 500*l*. Thus it appears that the old trustees were to have no control over the 500*l*., but the husband himself was intended to make the settlement. In pursuance of the terms of that settlement, the money was handed over to Miller and Norman, the new trustees. These last-named trustees were the *nominees* of the husband, and held the fund upon different trusts altogether. There was an end, therefore, to the original *chose in action*. I have no jurisdiction to alter the trusts. Even if the case of *Robinson* v. *Dusgale* were correctly reported, it would be with difficulty that I should be persuaded that it was right.

The plaintiff is only entitled to a life-interest in the fund.

Costs as between solicitor and client out of the fund.

ROLLS COURT.

Tuesday, Feb. 20.

CASTLE v. EATE.

Devise—Trust to sell after a child should attain twenty-one—Construction.

Devise to trustees to pay certain rents during the minority of children for their and their mother's support, and on the youngest attaining twenty one to sell and divide the proceeds of the sale among the mother and children,—if the latter die under twenty-one, the mother takes the whole.

Joseph Starbuck, of Sutton St. Edmonds, Leicestershire, farmer, by his will, dated 23rd of December, 1826, bequeathed to his wife Maria Starbuck, now Maria Eate, defendant, all his household goods, plate, china, &c.; and a legacy of 20*l*. and all the rest and residue of his moneys, &c. he gave to John Castle and Wm. Strickling, for payment of his debts, &c. and to dispose of the surplus as was thereinafter directed with regard to the moneys arising from the sale of his real estate; and he devised his messuages &c. to the said John Castle and Wm. Strickling, and the survivor of them, and the heirs of such survivor, to hold, &c. in trust, to demise and let the same as they should think fit, till his youngest or youngest surviving child should attain twenty-one years of age, and should during the minority of such youngest or youngest surviving child, pay the clear rents and profits of the said real estate unto his (the said testator's) wife, for the maintenance and support of herself and of his children; and in case of the decease of his wife in the meantime, then the said rents and profits of the said real estates to be applied for the sole benefit of his said children; and when and as soon as his said youngest or youngest surviving child should have attained twenty-one years of age, then upon trust that the said Castle and Strickling, the survivor of them, and the heirs of such survivor, should sell and dispose absolutely of the said premises, and pay his mortgage debts, &c. and then pay and divide the residue amongst his wife and all and every his children who should be then living, in equal shares and proportions, and if any of the children should die before the estates should become saleable leaving issue of his or her body, such issue to take their parent's share. The testator died 16th of May, 1827, leaving his wife and two children him surviving. Mrs. Starbuck afterwards, in December 1829, married her present husband. The two children of the testator died under

twenty-one years of age and without leaving issue. Mrs. Eate claimed, on the events that had happened, to be entitled to the whole of the property bequeathed by testator's will; and John Starbuck, the brother of the testator and his heir-at-law, and also customary heir, opposed her claim. The present bill was filed to settle the rights of the parties.

Kindersley and *James Parker*, for the plaintiff.

Turner, for the defendant.

Monday, April 1.

JUDGMENT.

The MASTER of the ROLLS.—The testator has devised his real estate to trustees upon trust, that they should demise and let the same till his youngest or youngest surviving child should attain twenty-one, and should during the minority apply the rents for the maintenance of his wife and children, and in the event of the death of the former, for the sole benefit of his children; and when the youngest or youngest surviving child attained twenty-one, upon trust to sell, and pay and divide the proceeds among the mother and children. The two children who survived the testator have died under twenty-one and without issue; and hence a contest has arisen between the customary heir and the widow of the testator, now Mrs. Eate. For Mrs. Eate it is contended, that as she was entitled to at least one-third of the estate, the gift might be enlarged before the children attained twenty-one, and that at that time there being none to share with her, she was entitled to the whole. On the other hand it was said, that the sale was only to be made when some one child should attain twenty-one, and as that event could never happen, the estate was undisposed of, and devolved upon the heir-at-law and customary heir of the testator. Several cases have been cited, but none of them at all applicable to that before me. The event which has happened was not distinctly contemplated; but the will referred to objects of the testator's bounty, and they were to take by dividing the proceeds of the sale in stated proportions. Meantime the rents were to be paid to the wife for the support of herself and the children; and had she died there was no one to take her share, as the money resulting from the sale was to be divided among those living at the period of payment, and the rents among those living at the time they became due. The trusts for maintenance and support ceased on the youngest attaining twenty-one. I cannot exclude Mrs. Eate. The estate was to vest when the trust for maintenance ceased; and, therefore, Mrs. Eate takes the whole estate.

Wednesday, March 27.

MUNRO *v.* FITZGERALD.

Legacy—Release from legatee to executors—A legatee, who also claims to be entitled to a share of the residuary estate of the testator, cannot, as a condition of being paid the legacy, be called upon by the executors to execute to them a release containing a recital that the residue amounts to a given sum.

Semble, by the law of Scotland, the husband is absolutely entitled to his wife's choses in action, whether reduced into possession or not.

Where executors, who are sued for a legacy by a Scotchwoman whose husband is dead, do not put on the record any suggestion, either that the law of Scotland is such as to render it necessary for them to have an indemnity before payment thereof, or that the husband of the legatee outlived the testator, they cannot refuse payment to the legatee herself, unless upon the production of special affidavits as to the grounds. A mere statement at bar will not do.

In the year 1791, Captain Andrew Ross, by his will, gave and bequeathed the residue of his personal estate to his wife, and his nephew David Ross, to convert into money and invest the proceeds thereof in the public stocks or funds; and the dividends, interests, and annual produce thereof, he gave and bequeathed to his wife for life; and after her decease, he bequeathed, *inter alia*, 300*l.* to each and every of the daughters of his sister, Catharine Ross, to be a vested interest at his death, and to be payable to them within six months after the death of his wife; and he appointed his wife and his said nephew the executrix and executor of his will. The testator died in 1793, and Mrs. Ross, the tenant for life, survived David Ross, the nephew, and died in 1840, having by her will appointed the defendants her executors. The defendants proved her will, and so became the legal personal representatives of the original testator.

The plaintiff, Mrs. Munro, was one of the daughters of Catherine Ross, and was entitled to 300*l.* under the will of her uncle Andrew. She was also entitled to 300*l.* the legacy under the same will of her sister, Mary Ross, who died in 1838, having appointed Mrs. Munro her executrix and sole residuary legatee. Mrs. Munro proved the will of her sister Mary, and after the death of Mrs. Ross, the wife of the original testator, applied to the executors, the defendants, for payment of the two legacies of 300*l.* each. The executors, admitting assets, consented to pay the legacies, and accordingly prepared a release (instead of an ordinary receipt) which they required Mrs. Munro to sign. This she refused to do, not because it was in the form of a release, but because it contained a recital that the residue of the estate of Andrew Ross amounted to a given sum therein mentioned (about 8,000*l.*). The executors insisted that the recital should be retained as a security to them in the event of a suit as to the residue, in respect of which there was some dispute between Mrs. M. and a third party; and on their refusing to pay the legacies unless their requisition was complied with, Mrs. M. filed the present bill to compel them.

Kindersley and *James Parker*, for the plaintiff.

Turner and *C. J. Smith*, for defendants.—The plaintiff claims a share of the residue of the original testator's estate, and it is but fair she should admit that which she intends to claim; for having two claims, one for the legacies and the other for the share in the residue, the Court will not allow her now to insist upon payment of the one, and leave the other open to future litigation. The trustees and *cestui que trusts* are the same in both cases, and it is better to settle the whole transaction at once. Though the bill alleges the plaintiff never had an opportunity of examining the matters in question, and therefore ought not to be called on to admit the residue, still she should at least admit that it was part of the testator's estate, so that she might not, after being paid the legacies, have it in her power to turn round and deny it was any part of such estate. Even if this should not be so, she should at least admit the legacies were part of the testator's estate. Besides, Mrs. M. is resident in Scotland, and was married in 1782; and by the law of Scotland, the wife's *choses in action* belong to the husband absolutely, whether reduced into possession or not. The legacies were given in 1791, and if the husband of Mrs. M. survived the testator, he became entitled to them, or at least to that given to Mrs. M. herself. As to costs, they ought to come out of the estate, and should not be paid by the defendants, who, had notice of the intention to file the bill been given them, would not have resisted payment. They cited *Leslie* v. *Baillie* (2 Y. & C. N. C. C. 91).

Kindersley, in reply.—The statement at the bar as to the law of Scotland cannot help the defendants' case. There is no suggestion of it on the record, nor that the husband survived the testator. We are entitled to a decree, and with costs.

The MASTER of the ROLLS.—The defendants agreed to pay the legacies, though it was not absolutely incumbent on them to do so. I think, therefore, the plaintiff is entitled to be paid the 600*l.* and costs; and if it is thought desirable to make inquiries in reference to the points made by counsel at the bar, application must be made this day for that purpose, otherwise the legacies to be paid absolutely.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

March 15 *and* 25.

BATEMAN *v.* FOSTER.

Construction of will—Infants—Maintenance.

A fund was given by will to trustees in trust for the child or children of J. B., who, being a son or sons, should attain 21, or, being a daughter or daughters, should attain that age or marry; and it was directed that the income of the share or expectant share of each such child should be paid to J. B. during his life, and after his decease, then, during the minority of each such child, be retained by the trustees, and be applied by him or them, as the events should happen, for the maintenance, clothing, and advancement of each such child, in such proportions, &c. as J. B. or, as the events might happen, the trustees should think fit. Held, that the whole income was payable to J. B., notwithstanding one of the children had attained 21.

Dr. Thomas Bateman, by his will, dated the 5th of November, 1829, gave to the trustees the residue of his real and personal estate, and directed that the same should be converted into money and invested, and that the said trustees should stand possessed of the same "as to, for, and concerning one full and equal fifth part or share of and in the said net produce of his said real and personal estate, so to be invested, and the stocks, funds, and securities to answer the same, and the dividends, interest, and income thereof, upon trust, for all and every the children or child of his son, James Bateman, born and to be born, and who, being a son or sons, should attain 21, and who, being a daughter or daughters, should attain that age or be married, to be equally divided between them if more than one, share and share alike as tenants in common; and in case there should be only one such child of his said son James Bateman, then the whole of the same part or share of the said trust-moneys, stocks, funds, and securities should be in trust for that one child absolutely: *and the dividends, interest, and income of the share or expectant share of each such child, of and in the said trust moneys, stocks, funds, and securities, should be paid to his said son, James Bateman, during his life: and after his decease, then during the minority of each such child, be retained by his said trustees or trustee, and be applied by him or them, as the events should happen, in, for, or towards the maintenance, clothing, and advancement of each such child, in such proportions, manner, and form as he, his said son, James Bateman, or as the events may happen, his said trustees or trustee should think fit;*" and the testator declared that the receipts of the said James Bateman should, from time to time, be good and sufficient discharges for so much of the said dividends, &c. The testator died on the 27th of July, 1834, leaving James Bateman him surviving. The plaintiffs were the three children of James Bateman, one of whom was a son, and had attained the age of twenty-one years, the other two being infant daughters and unmarried. The object of the suit was to carry the trusts of the will into execution, and to obtain the direction of the Court as to the mode of application of the income. It was also contended on the part of the son, that he was entitled to have one-third of the capital immediately transferred to him.

Swanston and *Haddan*, for the plaintiff, cited *Whitbread* v. *St. John* (10 Ves. 152); *Prescott* v. *Long* (2 Ves. 690); *Soames* v. *Martin* (10 Sim. 287); *Kilrington* v. *Gray* (10 Sim. 293); *Jubber* v. *Jubber* (9 Sim. 503); *Haste* v. *Pratt* (3 Ves. 730); *Pearse* v. *Catton* (1 Bea. 352); and *Palmer* v. *Buckler* (3 Sim. 417).

Wigram and *Rolt*, for James Bateman, cited *Scott* v. *Earl of Scarborough* (1 Bea. 156); *Barrington* v. *Tristram* (6 Ves. 345); *Davidson* v. *Dallas* (14 Ves. 576); *Andrews* v. *Partington* (3 Bro. Ch. Ca. 401); *Hawkins* v. *Watts* (7 Sim. 199), and *Brown* v. *Temperley* (3 Russ. 263).

Micklethwait, for the trustees.

The VICE-CHANCELLOR.—The point upon which my judgment was reserved in this case concerns the construction to be put upon the will of Dr. Bateman as to one of the five shares into which he directed his residuary property to be divided. It was contended that the words "during the minority" had not only reference to the time after the death of James Bateman, but that the words "during his life" were to be subject to the same limitation. To this argument I cannot accede. The expression "during his life" certainly refers to a period not yet determined. The next question is, whether James Bateman is entitled to expend and apply the income at his own uncontrolled will, whatever may be the conduct of his children, and I am of opinion that he is not so entitled. But was James Bateman entitled to expend and apply this income as to the son who has attained twenty-one, without reference to the son's ability? I think that he was; and as the testator's intention to that effect is expressed with sufficient plainness, I am bound to give effect to it. To the question raised on the part of the son, whether, being of age, he is entitled to one-third of the capital, I must give my opinion in the negative, as my impression is, that a child coming into existence after the death of the testator is not excluded from the benefit of the bequest. I shall therefore direct the whole income to be paid, until the death of James Bateman, or either of his three children, or until farther order, to James Bateman, he undertaking duly and properly to apply it in, for, or towards the maintenance and advancement of the three plaintiffs, in such proportions, manner, and form as he shall reasonably and fairly think fit, with liberty to apply.

Thursday, March 28.

OLDFIELD *v.* COBBETT.

Pauper—Costs—Contempt—Executor.

Where a defendant, an executor, was in contempt for the non-payment of costs, an order to defend in formâ pauperis was made, limited to the single purpose of clearing the contempt.

In this suit the defendant, William Cobbett, the executor of his father's will, was in contempt for the non-payment of costs incurred on a motion made by him before the Lord Chief Baron of the Court of Exchequer.

An order to defend *in formâ pauperis* had been obtained by the defendant on the 4th of February, 1840, but the order was not properly entitled in the cause.

Temple and *Addis* now moved, on the part of the defendant, that the order of the 4th of February, 1840, and the petition upon which it was founded, might be amended, or that the defendant might be admitted to defend *in formâ pauperis*.

Simpkinson and *Bacon* objected to the hearing of this motion, as the defendant was in contempt.

Temple and *Addis* argued that this objection did not apply where the application was to be allowed to *defend in formâ pauperis*. The costs for which he was in contempt were costs incurred before the order to defend was made. The principle upon which the Court would not hear a party in contempt was, that he was in a position to clear his contempt, which in this case was impossible, unless this order to defend *in formâ pauperis* were allowed. A party in contempt has a right to make any application tending to remove the contempt. (*Wilson* v. *Bates*, 3 M. & Cr. 197.)

The VICE-CHANCELLOR.—If, the waiver is not proved, I am of opinion that this defendant being in contempt, cannot move except for the purpose of clearing the contempt, or taking a step having a tendency to clear such contempt. If his object be to

clear his contempt, it is for further consideration whether the application to defend *in formâ pauperis* has that tendency. I will hear you upon that, if you wish it, Mr. Bacon.

Bacon cited *Petty* v. *Lonsdale* (4 M. & Cr. 545).

The VICE-CHANCELLOR.—I hold that for the sole and limited purpose of clearing a contempt, a defendant may have an order to defend *in formâ pauperis* upon the usual affidavits being made.

Bacon then argued that the defendant being sued as an executor, could not be admitted to defend *in formâ pauperis*, and cited *Oldfield* v. *Cobbett* (3 Bea. 432).

Wigram, as *amicus curiæ*, mentioned *Woodminster* v. *Doyle*, a case from Ireland, recently before the House of Lords, where a similar objection had been taken before the Court below, and overruled. This circumstance had been mentioned at the bar of the House.

Temple argued that there was a difference between suing and defending *in formâ pauperis*, and cited *Paradice* v. *Sheppard* (1 Dick. 136); 11 Henry 7, c. 12; the 98th of Lord Bacon's Orders; Beames'-Orders, p. 44; *Thompson* v. *Thompson* (1 Daniell's Ch. Practice, 42); and *Wallop* v. *Warburton* (2 Cox. 411).

The VICE-CHANCELLOR.—A motion is made on behalf of one of the defendants, and is opposed on the part of the plaintiff. A preliminary objection is taken that the defendent is in contempt. The fact is first disputed, and afterwards admitted by the defendant's counsel. That being so, it was for the counsel moving to shew that, though in contempt, they might be heard. After fully hearing counsel upon that point, I came to the conclusion that they could not be heard, except upon the point whether, for the purpose of clearing the contempt, the defendant was entitled to the order asked. The argument of the plaintiff was limited to that point, and the argument of the plaintiff has not displaced the opinion of the Court, that to that extent assistance may be given. Upon a liberal and considerate, but not, I think, unjust, view of this notice of motion, I am of opinion that to that extent the defendant may be relieved, without trenching upon what was said by the Master of the Rolls, in *Oldfield* v. *Cobbett*. I shall therefore make the common order, limited to the single purpose of discharging or clearing the contempt under which the defendant labours in this cause.

WARREN *v.* POSTLETHWAITE.

Practice—24th order of August 1841—Copy of bill—Affidavit of service within the jurisdiction.

Where an application is made by a plaintiff for leave to enter a memorandum of the service of a copy of a bill upon a defendant according to the 24th order of August 1841, it is necessary to shew that the service was made within the jurisdiction, and that the copy served was a true copy of the bill, but it is not necessary to shew in what manner the copy was made.

D. Jones in this case applied to the Court, under the 24th order of August 1841, for leave to enter a memorandum of the service of a copy of the bill upon a defendant. The affidavit in support of the application did not shew whether the service was made within the jurisdiction, and the service also appeared by the affidavit to be of a "true copy of an office copy of the bill." The cases of *Penfold* v. *Bouch* (2 Hare, 157); *Blew* v. *Martin* (1 Hare, 150); and *Coleman* v. *Racker* (2 Hare, 354), were cited.

The VICE-CHANCELLOR.—Unless the Lord Chancellor should consider that it is unnecessary, I shall continue to hold that it is necessary, under the 23rd and 24th orders, to shew whether the service is made within or out of the jurisdiction. With regard to the other point, my present impression is, that to swear that the paper served was a true copy of an office copy of the bill is not sufficient. If a draft is sworn to be examined with the engrossment as filed, a true copy of that draft is of course a true copy of the bill. The question whether I am to assume that the copy of an office copy is a copy of the bill is different. It is not always the case that these office copies are correct, and my experience of office copies is that they are occasionally incorrect. I am not sure whether, if the defendant is served with an incorrect copy, all the proceedings may not be erroneous; and it is, therefore, particularly the interest of the plaintiff to see that this service is properly made.

Friday, March 29.

Ex parte TRUSTEES OF WASTE LANDS OF BOXMOOR, *re* LONDON AND BIRMINGHAM RAILWAY COMPANY.

Costs—Railway Act—Compensation.

Where the purchase-money of lands purchased by the London and Birmingham Railway Company had been paid into court, and subsequently, pursuant to the 42nd sec. of the 3 & 4 Wm. 4, c. 36, were sought to be re-invested in land, but in two separate purchases, the Court allowed the petitioners the costs of both purchases.

The London and Birmingham Railway Company had purchased certain lands of the trustees of waste lands of Boxmoor, for the necessary purposes of their railway, and had, pursuant to the 39th section of their Act (3 & 4 Wm. 4, c. 36), paid the purchase-money into court. Under the 42nd section of the same Act, the money was to be re-invested in land. The Master had approved of two purchases for this purpose, and these exhausted the whole fund. This petition was accordingly presented for the confirmation of the Master's report, and the payment of the costs of both purchases by the Company.

E. F. Moore, for the petitioners.

Bacon, for the Company, submitted that it was not usual for the Court to give in such cases the costs of more than one purchase; but

The VICE-CHANCELLOR directed that the petitioners should have the costs of both purchases.

WARREN *v.* POSTLETHWAITE.

The VICE-CHANCELLOR, this morning, stated that the Master of the Rolls and the Vice-Chancellor of England agreed with himself in these two propositions, 1st, that an assertion that the true copy of an office copy of the bill had been served ought not, or generally ought not, to be considered sufficient proof of a true copy of the bill having been served; and, 2ndly, that it is not generally necessary to shew in what manner the copy of the bill is verified.

VICE-CHANCELLOR WIGRAM'S COURT.

Monday, March 25.

HITCHINS *v.* OSBORNE.

Will spoliation—Resulting trust—Pleading—Int[e]ndment.

Where a plaintiff relies upon an equity, but does not exclude the possibility of an equity elsewhere, such a possibility will be intended against him; and therefore, where the next of kin filed a bill against executors and residuary legatees, charging them with spoliation, in having destroyed an instrument prior to that under which they claimed, without alleging that the legatees, under the instrument, are wholly unable to establish their right, a demurrer, for want of equity, was allowed.

Walker, Q. C. opened the demurrer in this case to a bill filed against the executors and residuary legatees, under the testamentary dispositions of the late Mr. Wood, of Gloucester. The bill alleged that the executors having, upon the decease of the testator, obtained possession of his will and papers, destroyed and burned, or otherwise spoliated, such papers as were of a testamentary nature, with the exception of the will, in which they were named residuary legatees. That one of the papers, so spoliated, was a codicil bequeathing various sums of very large amount, and which appeared to have been saved by some person from being burned, and anonymously sent to one of the legatees mentioned in it. The equity, therefore, of the plaintiff consisted in the fact, that the executors and residuary legatees had spoliated certain papers; and accordingly the bill prayed, that the defendants might be declared to have spoliated such documents, and that, by reason of such spoliation, they might be declared to be deprived of all beneficial interest under the will, and that the Court would, upon the deprivation, declare them to be trustees for the plaintiff. The defendants filed a general demurrer to the bill, for want of equity; and Mr. Walker, in the course of the argument, objected, first, that the Court had not jurisdiction to interfere in cases of fraud relating to testamentary dispositions of personal estate, on the authority of *Allen* v. *Macpherson* (Turner and Phillips, 133); and, secondly, that a plaintiff, coming into equity to complain of a fraud, must be a party injured by that fraud, whereas the bill did not allege such to be the case, but only prayed the Court to decree, as it were, an intestacy of that beneficial interest, which the defendants, but for their conduct and acts, would be entitled to.

Romilly, Q. C. and *Rolt*, followed on the same side; and

Roupell, Q.C. and *Tinney*, Q.C. with *J. Parker* and *Joliffe*, appeared for others of the executors and residuary legatees.

Russell, Q.C. and *Collins*, contrà, contended that the Court had jurisdiction, and cited *Middleton* v. *Sherburne* (4 Y. & C. 358), and other cases, and argued that the moment the will and papers came into the hands of the executors, they became trustees for certain purposes, specific and ascertainable, but for the acts done by them; and that, therefore, they cannot, by such acts, destroy any part of the trust, and create a lapse for their own benefit, but must be considered as trustees still for some persons to be determined, and so, in default of the will giving a title for this purpose, the law must do so, in favour of the next of kin and the trust result accordingly. The next of kin has a right to be satisfied that his interests are not defeated. (*Urquhart* v. *Fricker*, 3 Add. 57.) As spoliators, they can take no benefit at all under the will, as the Court cannot tell how far their spoliation may have extended, for every particle of interest given them by the *existing will* may have been revoked by some of the papers destroyed. (See, as to suppression of papers, *Smith* v. *Spencer*, 1 Y. & C. New Cases, 75.) Such uncertainty in the testator's dispositions creates an intestacy, *pro tanto*, the beneficial interest bequeathed to the executors as residuary legatees, and therefore *such interest* will result to the next of kin, *as well as the amount of the legacies* defeated by the spoliation.

Walker, Q. C. replied.—The cases cited in support of the jurisdiction of the Court all referred either to wills of real estate or to mixed dispositions of realty and personalty, and in no instance to those purely of personalty, which, he contended, the Court never interfered with. [His Honour, in the course of the argument, intimated that what the Ecclesiastical Court has admitted to probate must be considered the whole will; for that court, upon allegations of spoliation and fraud, would not admit part of a will to probate, without first investigating the circumstances, and trying the truth of such allegations.] *Walker*, in continuation.—As to the equity of the next of kin as made out by the bill, he observed that while the bill stated that certain legacies were given for certain purposes by the writings or instruments destroyed, it did not pretend to say that those purposes were rendered unattainable, which it should have done in order to support the nature of a defeated trust resulting back to the family of the party creating such trust.

The VICE-CHANCELLOR, after going through the allegations of the bill, said, that the equity plaintiff sought was, in effect, that the Court should declare an intestacy of the whole residuary estate, on the ground that the residuary legatees had destroyed certain testamentary papers, whereby they had precluded themselves from taking any benefit under the will, and that they had, in fact, by their wrong acts, *not destroyed*, but *created* an interest in favour of the plaintiff as next of kin. The propositions sought to be established were these: first, that the executors were trustees of the property bequeathed by the suppressed papers. Secondly, that the evidence of the title of the *cestui que* trusts to that property had been destroyed. Thirdly, that the executors, as trustees, having fraudulently destroyed the evidence of the title of their *cestui que* trusts are not entitled to benefit thereby, as residuary legatees. And, fourthly, that the law must, therefore, treat the property as undisposed of, and give it to the next of kin. The second proposition, his Honour said, he thought was not made out by the bill; for it does not attempt to shew that the legatees named in the suppressed papers are not in a position to obtain their legacies. The bill prayed that the Court should give to the next of kin *at least* what the testator intended for such legatees; but, consistently with the allegations of the bill, those legatees themselves might be in a condition to establish their rights and claim their legacies. There was nothing in the bill to exclude the possibility that such might be the case; and unless that possibility was excluded, *non constat* that the plaintiff would be entitled to any relief at the hearing of the cause. The demurrer must, therefore, be allowed.

Friday, March 29.

LODWICK *v.* DAY.

Injunction—Contempt—Lien.

When the subject-matter of an order does not specifically exist, the order will be discharged.

The circumstances out of which this case arose are the following:—The merchant ship the *Windsor Castle*, bound to Australia, was compelled by stress of weather to put into Cowes, and her cargo was landed and warehoused, under the care of the defendant, as a ship agent. The cargo and goods thus warehoused the defendant objected to give up, upon application, to their respective owners, alleging that he had a lien upon them in respect of advances paid, and liabilities sustained, on their account. Disputes, consequently, arose, and, ultimately several bills were filed against the defendant, and, in particular, one by the plaintiff, in respect of a box of sovereigns, amounting to 500*l.* retained by the defendant on the pretence of his alleged lien. Upon the same day as this bill was filed, but before the subpœna was served, the defendant opened the box, and took possession of the contents, in conformity with his notice to that effect served upon the plaintiff. The bill prayed that the defendant might be restrained from disposing of the box and its contents, and that the box might be placed in the custody of a receiver, and the contents paid by him into the court, the plaintiff offering to pay all the defendant's just claims, upon proof of them being established. An inquisition and order to this effect was made by the Court, and upon not being complied with by the defendant, he was committed for contempt.

H. Parker, Q.C. now moved to discharge the order, and the consequent contempt, on the ground that at the time such order was made the defendant actually had no box of sovereigns in his possession, and was, therefore, unable to comply therewith. His equity consisted in a denial of contempt, in that it was wholly out of his power to comply with the order. He had made repeated demands on the plaintiff for payment of his claims, and these not being complied with, he had given fifteen days' notice of his intention to dispose of the property. Accordingly he did so at the expiration of that time, and placed the amount found in the box on his books to the credit of the plaintiff, and debited him with

the amount of his claims. Consequently, the subject-matter on which the injunction and order were granted did not exist at the time the application was made to the Court, or even at the period when the defendant was first informed of the bill being filed against him by the service of the subpœna; there could, therefore, be no contempt.

Romilly, Q. C. contrà, contended, that as the defendant did not say, by his answer, that the money found in the box was not in his possession, but only disposed of in the manner stated, the order could have been complied with by payment into court of a sum of money equivalent with the amount admitted to have been in the box. That amount must still be considered to be in his possession or power. *Similiter* as in *Rothwell* v. *Rothwell* (2 Simons & Stewart, 217); and *Hind* v. *Blake* (4 Bevan, 597).

The VICE-CHANCELLOR.—In those cases the parties admit assets, but set up, as an excuse, what is really a breach of trust. There is no breach of trust here. Under the circumstances it was impossible for him to comply with the order as it was framed. His answer makes out a large sum to have been owing to him, and it is impossible for me to say he has no claim at all; and, therefore, I could not order the whole sum of money to be paid into court.

Wednesday, April 3.
GASKELL *v.* HOLMES.
Will—Construction.

A bequest, after the decease of A, for the children then living of B, and the issue then living of such as shall be then dead, and A died in the lifetime of the testator. Held, that "then" must be taken to refer to the time the gift becomes capable of distribution.

The testator in this case bequeathed his property to his son absolutely, but in case of his son's decease during minority, he directed the trustees of his will to pay the rents, issues, and profits of such property to his wife during her widowhood, and after her death, or marrying again, the trustees were to hold the property upon trust for such person as his wife should appoint, and in default thereof, and subject thereto, and to certain legacies, upon trust, as to one moiety, for the daughters *then living* of his (testator's) sister, and *the issue then living* of such as shall be then dead; and as to the other moiety, for other nieces and their issue in like manner and form. The testator's wife and son both died during his lifetime, the son being under 21 years. Of the daughters of his sister, one died, leaving issue, before the testator had made his will; and one other died, also leaving issue, after the testator's wife, but before the testator. The question was, whether the word "then" so strictly applied to the testator's wife's death or re-marriage, as, in the events that happened, to fix the period when the classes capable of taking were to be determined, so that the issue of those daughters, who died in the testator's lifetime, were to be deprived, and their shares treated as lapsed, and revert to the testator's representatives.

H. Parker, Q. C. with *Turner* and *Prendergast*.

Koe, Q. C. with *Heatley*, *Rolt*, and *Bacon*, appeared on behalf of the several daughters, or the issue of such of them as were dead.—The argument was to the effect that the word "then," did not merely refer to the second marriage or the death of the wife, but more generally to the time of the distribution of the fund; or admitting it to so appy, yet the testator must have assumed his wife would survive him, and therefore could not intend that the class should be ascertained during his lifetime. (*Vide Viner* v. *Frances*, 2 Fox, 190.)

Walker, Q. C. for some of the next of kin.

Cooper, Q. C. and *Sidebottom*, for others of the next of kin and the heir-at-law, contrà, contended, that the classes were to be ascertained at a period designated in the will: the wife's death. That upon that event happening, the classes were so ascertained, and consequently that each individual composing the classes became thereupon a *persona designata*; so that upon death the share of such *persona designata* lapsed. The case is similar to this: suppose a testator says, "I give a legacy to those children of A B who shall be living at the death of A B," that is a gift to a class; and if there are five children living at the death of A B, such become *persona designata*, and then if any die between the death of A B and the death of the testator, the share of the child so dying lapses accordingly by law. (*Archer* v. *Jegon*, 8 Simons, 446; *Eyre* v. *Marsden*, 4 M. & C. 233; *vide* on these points, 1 vol. of Jarman on Wills, 297; 1 vol. of Roper, 221; 10 Bythewood, 1086.)

The VICE-CHANCELLOR having gone through the facts of the case, and commented upon the various cases cited on either side, gave it as his judgment, that the true intention of the testator was to benefit such of his sister's children as should survive him, or such issue of any of them as should be living at his decease, having survived their parent, subject, and postponed, only to the interest given to his wife during her widowhood, in case of her surviving him. The classes would therefore not be ascertainable until the testator's death; and it followed that no such lapse as argued could have taken place from any antecedent circumstance.

ADMIRALTY COURT.

Saturday, March 9.
The JAMES WATT.

Though the rule of navigation laid down by the Trinity House is, that when two steamers are approaching, they are to pass larboard to larboard: yet, where a steamer is going down the river, and descries a vessel coming up with an adverse wind, she is not to port her helm before she knows the course of the approaching vessel.

A steamer seeing a vessel two points on her larboard bow sailing close-hauled on the starboard tack ought to go astern of her, and is condemned in the damage for not having done so.

An action by the owners of the schooner *Perseverance*, of 76 tons, against the owners of the steamer *James Watt*, of 300 tons, for damage done to the former by collision.

It appeared that the schooner, laden with iron, on her way to London, had anchored, on the evening of the 30th of September, abreast the Black-tailed beacon, near the Nore, and when she re-commenced her voyage, on the turn of the tide, in tacking across the river towards the British coast, she came into collision with a steamer. That steamer turned out to be the *James Watt*, belonging to the Steam Navigation Company, on a voyage to Newcastle, with a cargo and 100 passengers on board.

The case set up by the schooner was, that the night was clear and light; that she was close-hauled on the starboard tack; and that the steamer had the wind, which was blowing from the N.W. by W.; that she kept her course till the collision became inevitable; and that she then ported her helm to lessen the force of the collision; that the steamer, which ought to have gone astern of the schooner, ported her helm, and hence the accident.

The case of the steamer was, that though the schooner could have seen, and did see, the steamer, which was carrying two lights, the latter, owing to the night, which was dark and hazy on the water, could not discern the course of the schooner until it was too late to go astern; that she then ported her helm, in obedience to the rule of the Trinity House; and afterwards put it hard a-port, and having eased the engines, ultimately stopped them; that the schooner ran into her lying dead on the water; and that she did so because she had not gone about, as, by her own shewing, she could have done.

Dodson, Sir *John*, Q. A. and *Haggard*, for the owners of the schooner.

Adams and *Robinson*, for the General Steam Navigation Company.

Dr. LUSHINGTON (addressing Captain Locke and Captain Back, of the Trinity House, who sat with him) summed up:—Some of the most material facts in this case admit of no doubt whatever—namely, that the *Perseverance*, a small vessel of 76 tons, was proceeding up the river Thames early on the morning of the 1st of October, with an adverse wind; and it appears to me of no importance whether the wind was blowing from the N.W. by W. as stated by the *Perseverance*, or W. N. W. as stated by those who conducted the case of the steamer. It is quite clear that at this time the *Perseverance*, in order to beat up the river, was upon the starboard tack towards the south shore, close-hauled, and sailing as near towards the wind as the state of the wind and weather would permit. She had the tide in her favour, for it was at that time flood tide. About a quarter past two A.M. she discovers the steamer coming down the river. I take it to be perfectly clear that she would discern the steamer before the steamer discerned her. Being then close-hauled on the starboard tack, and perceiving the steamer coming down the river, what was it her duty to do in the first instance, before she knew that any thing had been done by the steamer? It is admitted on all sides, that if it had been daylight the general rule would have been, that the steamer should have gone astern of the *Perseverance*; and I presume, though it was night, if the steamer could have discerned the *Perseverance* that would still have been her duty. The *Perseverance* keeps her course. I apprehend that she did perfectly right in so doing. If a good look-out had been kept there would have been time to have put about, provided that was the proper measure to be carried into execution; but the crew of the *Perseverance* perceive that the helm of the steamer has been put to port, and they immediately put their helm to port. According to the evidence of all persons on board the steamer, two minutes did not elapse between the time that they hailed the *Perseverance* to port the helm and the actual collision. Under these circumstances, I shall have to ask you whether you think that the *Perseverance* was to blame—candidly and openly stating that in my opinion she was not. The steamer, according to her case, perceiving, probably at the distance stated, about half a mile, that there was a vessel in sight, immediately ports her helm. Her master admits that he was in doubt which way the vessel was going. The general rule is admitted, that he ought to have gone astern of the *Perseverance*. His answer to that general rule is, "I did not comply with that general rule, because I did not know which way the vessel was going." If the vessel had been on the other tack, then I apprehend porting the helm would have been just the proper measure he should have taken. But being in doubt and ignorance, he ported his helm. I wish to know why he ported his helm? It is said he followed the rules of the Trinity-house. True it is that when two steamers are approaching, it has been ruled by you, over and over again, that they are to pass larboard to larboard; but I never yet heard that when a steamer is going down the river, and descries a vessel coming up, when the wind is adverse to every vessel coming up, that the steamer is to port her helm before she knows what course the vessel is on. I know of no such rule that calls for or justifies any such course. If the steamer had slackened or stopped her engines, she would have seen that the *Perseverance* was adopting measures to avoid all the difficulty. It is argued that it must be quite clear under the circumstances of this case, that the collision took place by the *Perseverance* running into the steamer, and not the steamer into the *Perseverance*, but this is of no importance. The true question is, which vessel is to blame in occasioning the collision that takes place? But, from the size and position of the two vessels, it is not probable that that was the true state of facts. You will have the kindness to tell me whether the collision was occasioned by the want of good seamanship on the part of those either on board the steamer or on board the *Perseverance*, or, in fact, whether they are equally to blame.

Captain Locke.—The *Perseverance* was not called to go about. If the steamer had acted properly, she would have gone under her stern, and no collision would have taken place.

The COURT.—I pronounce for the damage in this case.

Bankrupt and Insolvent Courts.

COURT OF REVIEW.

Monday, April 1.
Ex parte COLLINS, *re* THOMAS.
Commissioner's jurisdiction—Order for the payment of money.

Where a commissioner had, at the instance of the official assignees, made an order upon the solicitor to the fiat to pay a sum of money alleged to have been received by him on account of the bankrupt's estate, and to shew cause why he should not pay the costs of the order, it was held that the commissioner had no jurisdiction to make an order, and the order was accordingly discharged.

This was a petition by Mr. Francis Collins, a solicitor, for the purpose of setting aside an order made by Mr. Commissioner Balguy, under the following circumstances:—On the 18th of March, 1842, a fiat was issued against Thomas Thomas, the bankrupt, upon the petition of William Thomas. In the issuing of this fiat the petitioner was engaged as solicitor, having received a guarantee for his costs from Wm. Thomas and John Thomas. The petitioner continued to act as solicitor to the fiat, and after the choice of assignee, his costs up to that time were taxed at 61*l.* 18*s.* Subsequently to the choice, the petitioner continued to act, and claimed the sum of 60*l.* and upwards for costs due, and the sum of 5*l.* 6*s.* 8*d.* for messenger's fees. William Thomas paid various sums on account of these costs, and the petitioner also received two small sums on account of the bankrupt's estate, which were applied by him in part payment of his costs. Taking these several payments into account, the petitioner claimed a balance of 35*l.* 9*s.* 3*d.* to be due to him. The official assignee, however, insisted that all the moneys paid to the petitioner by Wm. Thomas were part of the bankrupt's estate, and as the portion of the petitioner's costs incurred subsequently to the choice of assignees had not been taxed, claimed a balance from the petitioner. For this balance the official assignee summoned the petitioner, and Mr. Commissioner Balguy, on the 16th Feb. last, made an order upon Mr. Collins to pay the sum of 57*l.* 13*s.* 8*d.* on the 27th of Feb. to the official assignee, and that he should attend on that day to shew cause why the costs occasioned by the retention of that sum by the petitioner, and of and incident to the order, should not be paid by the petitioner. The present petition was accordingly presented for the purpose of having that order rescinded or varied as to the Court should seem meet.

Rolt, for the petitioner.

The CHIEF JUDGE considered that the commissioner had no jurisdiction to make such an order for the payment of money, although the party was a solicitor, or to make an order as to costs.

Bacon, for the official assignee, argued that the petitioner submitted to the jurisdiction by attending the court; and further, that if there was no jurisdiction, then the order, being a nullity, need not be rescinded.

Swanston, for the creditor's assignee.

The CHIEF JUDGE.—Though this order is a nul-

lity, it is now submitted to, and I must pronounce a decision upon it. I am not aware of the commissioner's authority to order the payment of this sum. I am called upon to pronounce a judgment upon the validity of this order, and must say that I think it has no validity. I am of opinion that it is altogether beyond the powers of the learned functionary, and must be discharged, and the petitioner's costs paid out of the estate.

Discharge the order of the 16th of February, 1814; all parties to have their costs out of the estate in the usual way: the petitioner to have all his costs of, and incident to, this petition; and the commissioner to have regard, in taxing the respondent's costs, to the fact of their appearing separately; this order to be without prejudice to any matter of debt or account between the parties, or any of them.

Ecclesiastical Courts.

PREROGATIVE COURT.

Thursday, March 14.

MERYWEATHER *v.* TURNER and OTHERS.

Though, as a general rule of law, neither the lapse of time, nor the receipt of a legacy, nor any similar acknowledgment of a will, preclude the next of kin from their right of subsequently opposing its validity, yet there are acts which will debar them of that right,—and a formal admission, upon condition of which a decree has been issued by a court of law, is of the number.

This was a petition praying the Court to enforce a decree which had been taken out, calling upon the executors named in the will of Mr. Wm Turner, to bring in the probate of it, and shew cause why it should not be pronounced null and void.

The deceased died on the 19th of September, 1829, leaving Mrs. Meryweather, his only child, heir-at-law. The will, of which the probate was now sought to be called in, was executed on the 16th of May, 1829, and a codicil to it was dated on the 11th of August. By the will, Mr. Turner and others were appointed executors and residuary legatees in trust. Mrs. Meryweather received a legacy of 500*l.* and an annuity of 500*l.* during the joint lives of herself and of her husband, and at the death of the latter, an additional annuity of 500*l.*; but the bulk of the property was given in trust for their children, the grandchildren of the deceased. A caveat against probate being issued to the executors was taken out on behalf of Mrs. Meryweather. An appearance was then given for the executors, and the proctor for Mrs. Meryweather declared that he opposed the will. He did not, however proceed in his opposition, and probate issued to the executors. At the same time—almost on the same day—a bill was filed by the infant children, against their father and mother, in the Court of Chancery, and the prayer of the bill was, that the will should be established, and the trust contained in it carried out. The bill was filed on the 6th of March, 1830, and in June the answers of the parents were given in. In those answers they admitted that the will and codicil had been duly executed, and in the same month applied to the executors for Mrs. Meryweather's legacy of 500*l.* In December 1830, the legacy was paid. A petition was then presented to the Lord Chancellor by Mr. Meryweather for the annuity of 500*l.* It was complied with, and the money was regularly received up to Christmas, 1842. In Hilary Term, 1832, Mrs Meryweather applied to the Master of the Rolls, for an order for an issue to try the validity of the will. An issue was directed to a court of common law, and it was ordered that the children should be defendants, and Mr. and Mrs. Meryweather the plaintiffs. The executors then applied and obtained permission to attend the trial and examine witnesses, though they were not the formal parties in the cause. The cause was set down in Hilary Term, 1832, but the plaintiffs withdrew the record, and there was consequently an end of the suit. In Trinity Term, 1833, the executors prayed that they might be made plaintiffs, and proceed to the trial of the issue. Notice of trial was given, and in Hilary Term, 1833, the cause was appointed to come on, when Mr. and Mrs. Meryweather prayed that the order might be discharged on their admitting the validity of the will. The validity of the will and codicil was admitted, and on that condition the Master of the Rolls ordered the discharge of the issue. In the same term an action of ejectment was tried, which depended upon the validity of the will, and Mr. and Mrs. Meryweather, who brought it, consented to a verdict against them, and paid the costs. No further steps were taken, until the recent extraction of the decree, which they now prayed the Court to enforce, calling upon the executors to bring in the probate, and to prove the validity of the will. The executors opposed the enforcement of the decree on the ground that the admissions of Mrs. Meryweather preclude her right of opposing the will.

The argument was heard on the first sitting of the Court during last Term (2 Law T. 336).

Addams and *Harding*, for the executors.

Haggard and *Jenner*, contrà.

Cases cited: *Newell and King* v. *Weeks* (2 Phil. 224); *Bell* v. *Armstrong* (1 Add. 365); *Richardson* v. *Claney* (n. to 2 Phil. 228); *Core* v. *Spencer* (1 Add. 374); *Sheffield* v. *The Duchess of Buckinghamshire* (1 Atk. 628); *Brown* v. *Hayward* (1 Hare, 433); *Hoffman and White* v. *Norris* (2 Phil. 230).

Judgment was now given by

Sir H. J. FUST, who (having stated the facts) said that nothing could be stronger to shew the inability of the parties to oppose the will, but they offered certain reasons why the admissions they had made of its validity ought not to debar them of their right now to oppose it. They said that the witnesses whom they relied upon to establish the invalidity of the paper were the servants of the deceased, who had been in the employment and under the control of the executors; that the will had been made under the eye of the executors, and had been fraudulently obtained from them. To make this any thing like a good reason, they ought to shew that they had been unable for 14 years to obtain the necessary information; but it did not appear that this was the case. With one exception, the servants of the deceased had only remained in the service of the executors for 12 or 15 months, and after that period Mrs. Meryweather was as well able to obtain the required information as she now was. It was said also that "the executors took several large sums for themselves and their families under the will," but that appeared on the face of the paper, and afforded no ground for the present decree. Again it was said "that the parties were placed under a great disadvantage by the interference of the executors on the trial of the issue." No doubt they had been;—or rather they would have been placed in a position of peculiar advantage, if their only opponents on the trial had been their own children; but it was, to prevent this that the interference of the executors had been ordered. Again they said that "before they consented to the discharge of the issue, they were informed by their solicitor that by so doing they would not be debarred from opposing the will at any future time," and they referred to the letter of the solicitor giving this advice. This letter was dated in 1829, but it only referred to the withdrawal of the caveat. No doubt, so far as the caveat was concerned, it was very sound advice, but the letter did not refer at all to the reiterated admissions of the validity of the will, which had been made by the parties both in Chancery and at common law. Another reason assigned was, that "it is only within the last four months that they have received information of the incapacity of the deceased;" but could they not have received such information before? Their principal witnesses, the deceased's servants, could have been got at, at the expiration of twelve or fifteen months. The next reason offered was, as to a point of law. It was said, that Mrs. Meryweather had not been examined, and her answers had not been taken separately and apart from her husband; and, consequently, that she was not debarred by them from opposing the will in the Court of Chancery." That was a question as to the practice of the Court of Chancery, and it could have no effect upon the court of probate. These were the grounds upon which the parties moved for the enforcement of this decree, and the Court certainly thought that, in law and in fact, they were insufficient to warrant it in agreeing to the motion. It was admitted that executors ought to prove a will in solemn form of law, and that under ordinary circumstances neither the acknowledgment of its validity nor the receipt of a legacy under it would preclude the next of kin from subsequently opposing it. The cases relied upon in argument were principally *Newell and King* v. *Weeks* (2 Phil. 224), and *Hoffman and White* v. *Norris* (2 Phil. 230). The first case was very different from the present. The question there was, whether the party was cognizant of proceedings to which he had not himself been a formal party, and in which he had not been cited to see proceedings. But the case of *Hoffman and White* v. *Norris* approached much nearer to this. The case was thus reported:—"George Hoffman made his will in May 1791, disposing of real and personal property between a brother and sister, and excluding his brother Lewis Hoffman, for reasons mentioned; he died in 1795. In March in that year, the will was proved by the two executors; doubts having arisen respecting the will, a suit in Chancery was brought against the executors and against Lewis Hoffman, praying an account, &c.; this was answered by all the parties. Lewis Hoffman, in his answer, on the 26th of January, 1796, stated, that he believed the deceased had made his will as set forth; that the will was duly proved, and he claimed all such right as he was entitled to as brother and next of kin, particularly claiming a lapsed legacy. On the 26th of June, 1796, the Master decided accordingly; and that by the death of William Hoffman, the legacy had lapsed, and consequently was distributable; and that one-third of one-half belonged to Lewis Hoffman. Pursuant to this, the money was laid out, and Lewis Hoffman received the interest of the one-third of the moiety proceeding under the will. In 1804 a decree was taken out in this court by Lewis Hoffman against the executor of his brother's executor, to bring on the probate, and prove the will; and Sir W. Wynne said that "there can be no doubt but that, as brother, he is entitled to controvert the will. I do not know that there is any specified time which limits a party. Here there has been a quiet possession for nine years. I think I know instances where the Court has allowed the probate to be called in after a longer period; that may be done with cause shewn; that it may be done under any circumstances I cannot admit. It would be contrary to reason and to every principle of justice;" and in that case Sir W. Wynne thought that the circumstances were not sufficient, and dismissed the suit. The case of *Bell* v. *Armstrong* (1 Add. 365) was not inconsistent with this view. There Sir John Nicholl held that the facts fairly entitled the next of kin to have the probate called in, but he did not in any way dispute or narrow the principle laid down in *Hoffman* v. *White*. In the recent case of *Bell* v. *Mason*, before the Judicial Committee, the right of the next of kin to oppose a will after a considerable lapse of time was upheld, but it did not go the length of deciding that no circumstances could deprive them of that right. What, then, were the circumstances here? The will was not only admitted to be well proved, but, by a decree of the Master of the Rolls, it was judicially pronounced to be valid. That decree was granted upon the condition that the validity of the will was admitted, and to allow the parties to withdraw that admission would be, in fact, to undo what had been done by that learned judge. It was upon their own express petition that the decree was issued, and the Court thought that the admission thus solemnly made precluded the parties from opposing the will. If it did not in the Court of Chancery, the parties might go there and obtain another order for the trial of an issue, or they might bring another action for ejectment in a court of common law. Then would be the time for them to come here. The Court did not mean at all to entrench upon the right of the next of kin to call upon the executors to prove the will, but upon the ground that the Court of Chancery, at the express petition of the parties, granted a decree on the condition of admitting the will's validity, it could not now allow them to oppose it, and must accordingly pronounce that the executors should be dismissed from the effect of the decree which had been taken out against them.

Circuit Reports.

HOME CIRCUIT.

Kingston, Wednesday, March 27.

REG. *v.* ELSLEY.

Counsel have a right to open confessions to a jury.—Admissibility of former threats used by prisoner against the deceased on an indictment for murder.—A jury is not bound either to act on the whole confession, or reject it altogether.

The prisoner was indicted for the wilful murder of one Edwards, and in different counts the death was alleged to have been caused by shooting, drowning, beating, &c. The deceased was game keeper to Lord Grantley, and was discovered early one morning lying dead in a canal which ran through his lordship's property. His head was much beaten and battered, as though with some heavy instrument, and the learned judge, in accordance with the evidence of the surgeons, left that count alone which contained such description of injury to the jury.

There was but little evidence against the prisoner, except what was furnished by a confession he made to a police-officer a day or two after the transaction. He therein admitted that on the evening before the finding of the body he had gone on the premises for the purpose of poaching, and that having shot two birds, he was about to leave, when he was met by the keeper Edwards. The latter struck at him with a hazel stick he had in his hand, at the same time saying he would kill him; the prisoner said, "Nay, don't do that," the keeper replied, "Yes, I will kill you," and the prisoner said, "then it shall be life for life." He then swung his gun round to ward off the blows of the keeper, and struck the latter on the temple with the butt-end of it. The deceased fell, but rose again, and was about to attack the prisoner a second time, when the latter struck him another blow on the head, and these were repeated until the keeper was unable to rise; the prisoner then pushed him with his foot down a declivity into the canal, where the body was found.

Clarkson (with whom was *Locke*), for the prosecution, was about, in his opening-speech, to detail the particulars of the confession, when he was stopped by

Charnock, for the prisoner, who contended, that counsel for the prosecution had no right to open confessions to the jury. It was so laid down in several cases in 7 C. & P. viz. *R.* v. *Hartel*, p. 773; *R.* v. *Orrell*, 774; *R.* v. *Davies*, 785.

PARKE, B. held, that it was the duty of counsel to open *conversations* and *declarations*, to give the prisoner the benefit of any discrepancy that might exist between such statement and the subsequent proof; but that *confessions* should not be opened. In *R.* v.

Orrell, Mr. B. Bolland directed an adherence to this rule.

ALDERSON, B.—I hold it to be quite clear, that have no right to interfere with the discretion of counsel in making his opening address to the jury. There are, doubtless, cases in which confessions should not properly be opened; but it is a matter on which the counsel must exercise his own judgment. I have no power to control it.

Charnock subsequently objected to the admission of conversations held some time previously to the transaction, in which the prisoner had threatened "to do" for the deceased.

ALDERSON, B. held that they were clearly admissible; but it appearing that they had occurred as much as twelve months or two years ago, his lordship recommended the jury to dismiss them from their consideration.

Charnock, in his address to the jury, urged upon them that as there was no evidence against the prisoner except his own confession, they were bound to take it as it stood, or reject it altogether. And if they adopted the former alternative, the statement, upon the face of it, reduced the crime to that of manslaughter.

ALDERSON, B. in summing-up.—Undoubtedly you are bound to take the confession altogether as it stands, but you are not bound implicitly to believe every part of it. You may select such portions as you consider consistent with, or confirmed by, the other facts of the case, and may reject the rest. Now if the keeper merely sought to apprehend the prisoner, who was in the pursuit of an unlawful object, and the death of the former ensued, the crime would be one of murder. If the keeper resorted to any sort of violence or threats, or did any act beyond what he had authority to do, and the prisoner forcibly resisted, he would be justified in such resistance, even although death resulted, provided he used no more violence than was necessary to protect himself from the other's attack. If where the contest had thus commenced illegally on the part of the keeper, the prisoner resorted to more violence than was necessary to repel his assailant, his crime would be that of manslaughter. There is one other point of view in which the case may be laid before you, and it is this—If, in the course of a struggle which had commenced by some unauthorised act of the keeper, he became disabled, and the prisoner, taking advantage of his condition, deliberately, and when the struggle was at an end, gave him a deadly wound, the law infers it to be an act of murder.

The jury, after a short deliberation, found the prisoner guilty of manslaughter.

Irish Reports.

TIPPERARY (NORTH). NENAGH.

(Before BALL, J.)

Friday, March 22.

REG. *v.* LEARY and ANOTHER.

It has been resolved by the judges, that they are not warranted in discharging a jury merely because, after being locked up for a considerable time, they are unable to agree.

Prisoners were indicted for murder.

The jury, being unable to agree, were locked up.

At ten o'clock at night the jury again came out, and the foreman said there was not the least hope of their coming to an agreement, if they remained in for a month.

BALL, J.—It is not in my power to discharge you.

Foreman.—I am sure your lordship would not wish us to be coerced into finding a verdict.

BALL, J.—I do not wish any such thing, but the law coerces me.

Foreman.—At previous assizes I have known the judges to discharge a jury after they had been locked up for a night.

BALL, J.—Well, gentlemen, I am now obliged to tell you what I was not anxious to mention sooner, that just before the circuit the judges met, and came to the determination that whatever the practice may have been in particular instances hitherto, they were not warranted in discharging a jury, merely because that, after being in for a considerable time, they were not then enabled to agree. Upon looking more accurately into the law, they have come to the determination that it is not within the power of the judges, merely because for a considerable time there is no apparent prospect of a jury agreeing, that they may be discharged. That decision having been come to, and acting upon the rule so laid down, it is not within the compass of my power to transgress the law. I am sorry to subject you to any inconvenience, but I am bound to administer the law under the solemn sanction of an oath.

Mr. Young, one of the jurors, stated that he was very ill during the day, and further confinement would be dangerous.

BALL, J.—That is quite a different matter, and I shall send in a medical gentleman to examine you.

Dr. Quin then retired into the room with Mr. Young, and on his returning, having been sworn, deposed that to keep Mr. Young until Monday morning would be attended, most probably, with dangerous consequences to his health.

Saturday, March 23.

The jury were called out after Judge Ball had taken his seat, and his lordship inquired if they had agreed.

The foreman intimated that they had not, nor was there the least hope of their doing so.

BALL, J. observed, that very often those who were quite as clear as to their not being able to agree, after deliberation, were enabled to return a verdict.

The Foreman.—There is not the least hope here.

BALL, J.—Then I have only to request of you to return to your jury box.

The Foreman said he was treasurer of the savings bank, and the public would be very seriously inconvenienced if he had to remain in all day.

BALL, J.—I am very sorry for it; but you have here a more paramount duty to discharge, and I regret to say it is not in my power to discharge you.

The jury intimated that they had long since agreed as to the verdict to be given with respect to one of the prisoners.

BALL, J. said he did not see any objection to taking their finding in the case in which they had agreed, and discharging them as to the other.

Sausse remarked that there could be none.

Hassard, who was present, made no observation.

The jury gave *no finding* as to Jeremiah Leary, but returned a verdict of *guilty* against John Cooke.

THE LEGISLATOR.

Summary.

PARLIAMENT has been busy since last we recorded its proceedings; so busy, that it is astonishing how much it has contrived to do in four nights, after so many weeks of doing nothing. The Ecclesiastical Courts Bill has been hurried with unseemly haste through the House of Lords, as if its parents were ashamed of their offspring, as indeed well they may be, and already it has made its appearance in the Commons. The County Courts Bill has been introduced, whether to meet the same fate as so often it met before, it is impossible to predicate, but if it succeed, it will assuredly give birth to a brood of pettifoggers more noxious and more numerous than those of whom the Profession is now so zealously striving to rid itself. Bills have been brought in for assimilating the registration of electors in Ireland to that in England, and for extending the franchise by the truly Irish method of sweeping away four-fifths of the present leaseholders, and substituting for them about 30,000 tenants at will Mr. Gladstone has produced a measure for regulating Joint Stock Banks, and improving the law of partnership, so far as it respects companies composed of many partners. The provisions are stated at length in our Parliamentary report. Lord Campbell has laid upon the table a Bill to establish an appeal in criminal cases; a measure long demanded by justice, and the want of which has been one of the most grievous defects of our jurisprudence. Sir R. Peel has stated that he does not purpose to codify the criminal law, and the Duke of Wellington has announced that the Government will this session introduce a Bill for regulating the payment of the Clerks of the Peace, Magistrates' Clerks, and Clerks of Assize. It seems that Lord Brougham's Privy Council Bill, with its self-created judgeship, has not the open support of Ministers; but it is not opposed by them. One member stated his resolution to use all the forms of the House to oppose what he did not hesitate to term a flagrant job. Parliament has adjourned for the Easter recess.

Imperial Parliament.

HOUSE OF COMMONS.

PUBLIC BUSINESS TRANSACTED.

ROYAL ASSENT.

Tuesday, April 2.

Mr. Speaker reported the Royal Assent—to Mutiny Bill, Marine Mutiny Bill, Indemnity Bill, Ribble Navigation Bill, Bury Inclosure Bill, Ramsey Inclosure Bill.

BILLS READ A FIRST TIME.

Friday, March 29.

Factories (No. 2) Bill.
County Courts Bill.
Bailiffs of Inferior Courts.

Monday, April 1.

Lime Toll Exemption (Wales).

Court of Chancery (County Palatine of Lancaster) Bill—"To enlarge the jurisdiction and improve the practice and proceedings of the Court of Chancery of the County Palatine of Lancaster."

County Court (County Palatine of Lancaster) Bill—"To extend the jurisdiction and regulate the proceedings of the County Court of the County Palatine of Lancaster."

Registration of Electors (Ireland).
Municipal Corporations (Ireland).
Ecclesiastical Courts.
Church Temporalities.

VOTES AND PROCEEDINGS.

Monday, April 1.

County Court (County Palatine of Lancaster)—Bill to extend the jurisdiction and regulate the proceedings of the County Court of the County Palatine of Lancaster.—Ordered to be brought in by Lord Granville Somerset and Mr. Nicholl.

Court of Chancery (County Palatine of Lancaster)—Bill to enlarge the jurisdiction and improve the practice and proceedings of the Court of Chancery of the County Palatine of Lancaster.—Ordered to be brought in by Lord Granville Somerset and Mr. Nicholl.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Monday, April 1.

Delabole and Rock Railway (No. 2).

Tuesday, April 2.

Cababé Naturalization

BILLS READ A SECOND TIME.

Friday, March 29.

Wells' Harbour and Quay.
Wells' Lighting and Improvement.
Hythe Landing Place.
Middle Level and Drainage.
Swansea Harbour.
Southampton Marsh Improvement.
Taff Vale Railway
Ness Fisheries
Metropolitan Buildings.

Monday, April 1.

Lascaride's Naturalization.
Spartali's Naturalization.
Bow Brickhill Estate
Edinburgh Poor Assessment.

Tuesday, April 2.

Pulteney Town Harbour and Improvement.
Reversionary Interest Society.

BILLS READ A THIRD TIME AND PASSED.

Friday, March 29.

Guildford Junction Railway.
Norwich and Brandon Railway.
York and Scarborough Railway.
Brandes Burton Inclosure.

Monday, April 1.

Midland Railways Consolidation.

Tuesday, April 2

Edinburgh Poor Assessment.

SESSIONAL PRINTED PAPERS.

Par Num.

143. Commissariat;—Abstracts of Officers' Accounts.
141. Ecclesiastical Commission,—Copies of Orders in Council.
146 Bill; Parishes (Scotland) Amended.
83. County Buildings, Returns.
15. Metropolis Improvements;—Report of Commissioners.
144. Poor Law;—Return relating to Chaplains.
157. Repeal Agitation, &c (Ireland);—Returns.
151 Bills;—Damage by Fire (Metropolis).
160. —— Factories (No. 2).
Public General Acts.—Cap. 4, 5, 6, 7, and 8.
108. Miscellaneous Estimates,—Nos. 4, 5, and 7.
153. Sugar Return, &c.
162. Bill,—Bailiffs of Inferior Courts.

NOTICES GIVEN AT THE PRIVATE BILL OFFICE.

Friday, March 29.

Liverpool Docks—Committee on Bill, adjourned till Wednesday, April 17.

Leeds and Selby Railway Purchase—Committee on Bill, Monday, April 22.

Tuesday, April 2.

Rochdale Improvement—Committee on Bill, Thursday, April 25.

Coventry Waterworks—Ditto, Monday, April 22.

Liverpool Fire Prevention—Ditto, Tuesday, April 16.

Newbury, Basingstoke, London and Southampton Railway—Ditto, Thursday, April 18.

Dowager Lady Nugent's Naturalization.—Ditto, Monday, April 22.

Schuster's Naturalization—Report, Monday, April 15.

Yarmouth and Norwich Railway—Further consideration of report, Tuesday, April 16.

Durham County Coal Company—Third reading, Monday, April 15.

South Eastern, Canterbury, Ramsgate and Margate Railway—Ditto, Tuesday, April 16.

Manchester and Birmingham (Macclesfield and Poynton Branches) Railway—Third Reading, ditto, ditto.

Eastern Counties Railway—Ditto, ditto.

Cababe's Naturalization — Second Reading, Monday, April 29.

Thetford Inclosure and Drainage—Report, ditto, ditto.

Newquay Harbour and Railway — Report, Monday, April 15.

New British Iron Company—Report, ditto.

Furness Railway—Third Reading, ditto.

Manchester and Leeds and Heyworth Branch Railway—Third Reading, ditto, ditto.

Birkenhead Improvement—Further Consideration of Report, ditto, ditto.

Northern Coal Mining Company—Ditto, ditto, ditto.

PRINTED BREVIATES LAID ON THE TABLE.

Friday, March 29.

Pulteney Town Harbour and Improvement.
Reversionary Interest Society.
Hartlepool Pier and Port

BREVIATES OF AMENDED BILLS.
Hartlepool West Harbour and Dock.
Birkenhead Improvement.
Eastern Counties Railway.
South-Eastern, Canterbury, Ramsgate, and Margate Railway.
Furness Railway.
Manchester and Leeds (Heywood Branch) Railway.

Monday, April 1.
Durham County Coal Company.

Tuesday, April 2.
Delabole and Rock Railway (No. 2).
North British Railway.
Padstow Harbour.
Yarmouth and Norwich Railay.
Northern Coal Mining Company.

Bills in Progress.

LORD LINCOLN'S BUILDINGS REGULATION BILL.

The following are the 52nd and 53rd clauses of this Act. We publish them as they affect the interests of a very large number of persons, and an immense amount of capital:—

Clause 52.—"And now, for the purpose of making provision, concerning businesses dangerous in respect of fire or explosion, be it enacted, with regard to the following businesses (that is to say) the manufacture of gunpowder, or of detonating powder, or of matches ignitable by friction or otherwise, or other substances liable to sudden explosion, inflammation, or ignition, or capable of causing sudden explosion, inflammation, or ignition, or of vitriol, or of turpentine, or of naphtha, or of varnish, or of fireworks, or painted table covers, and any other business dangerous, on account of the liability of the materials employed therein, to cause fire or explosion on matters coming in contact therewith, so far as relates to the erection of buildings in the neighbourhood of the place where any such business is carried on, and so far as relates to the carrying on of any such business in the neighbourhood of public ways or buildings,

"That it shall not be lawful hereafter to erect any building, of any class, nearer than fifty feet to any building which shall be in use for any such dangerous business: and that it shall not be lawful for any person to establish or newly carry on any such business either in any building or vault or in the open air at a less distance than forty feet from any public way, or than fifty feet from any other building or any vacant ground belonging to any other person than his landlord. And that if any such business be now carried on in any situation within such distances, then, from the expiration of the period of thirty years next, of the passing of this Act, it shall not be lawful to continue to carry on such business in such situations. And that if any person erect any building in the neighbourhood of any such business, contrary to this Act, then, on conviction thereof, before two justices, he shall forfeit the sum of 50*l.*; or if any person establish anew any such business, or carry on any such business, contrary to this Act, then, on conviction thereof before two justices, such person shall be liable to forfeit for every day during which such building shall remain near to such dangerous business, or during which such business shall be so carried on, a sum, not exceeding 50*l.* as the said justices shall determine: and that it shall be lawful for the justices also to award to the prosecutor such costs as shall be deemed reasonable. And that if the offender either fail or refuse to pay such penalty and costs immediately after such conviction, then they may be levied by distress of the goods and chattels of the person convicted; or if there be no such distress, then such person shall be committed to the common gaol or house of correction for any time not exceeding six months, at the discretion of such justice; and that by warrant under the hands and seals of two or more justices of the peace."

Clause 53.—"And now, for the purpose of making provision concerning businesses offensive or noxious, be it enacted with regard to the following trades or businesses, that is to say—blood-boiler, bone-boiler, fellmonger, soap-boiler, tallow-melter, tripe-boiler, slaughterer of cattle, sheep, or horses, and any other business offensive or noxious, so far as relates to the erection of buildings in the neighbourhood of any such businesses; and so far as relates to the carrying on of any such business, in the neighbourhood of any public way, or of other buildings of the first, or dwelling-house class,

"That it shall not be lawful hereafter to erect any buildings of the first or dwelling-house class nearer than fifty feet to any building which shall be in use for any such offensive or noxious business. And that it shall not be lawful for any person to establish or newly carry on any such business, either in any building or vault, or in the open air, at a less distance than forty feet from any public way, or than fifty feet from any other such buildings of the first or dwelling-house class. And that if any such business be now carried on in any situation within such distances, then from the expiration of the period of thirty years next after the passing of this Act, it shall cease to be lawful to continue to carry on such business in such situation. And that if any person erect any building in the neighbourhood of any such business contrary to this Act, then, on conviction thereof before two justices, he shall forfeit the sum of 50*l.*; or if any person establish anew any such business, or carry on any such business, contrary to this Act, then, on conviction thereof before two justices, such person is hereby made liable to forfeit for every day during which such building shall remain near to such dangerous business, or during which such business shall be carried on, a sum not exceeding 50*l.* as the said justices shall determine. And that it shall be lawful for the justices, also to award to the prosecutor such costs as shall be deemed reasonable. And that if the offender either fail or refuse to pay such penalty and costs immediately after such conviction, then they may be levied by distress of the goods and chattels of the person convicted; or, if there be no such distress, then such person shall be committed to the common gaol or house of correction, for any time not exceeding six months, at the discretion of such justices, and that by warrant under the hands and seals of two or more justices of the peace."

FACTORIES (NO. 2) BILL.

The new Factory Bill, brought into the House by Sir James Graham and Mr. H. Manners Sutton, M.P. (the Secretary and Under-Secretary of State for the Home Department), has just made its appearance in a printed shape. It is entitled "A Bill to Amend the Laws relating to Labour in Factories," and contains as many as 73 clauses, with schedules, &c. The Act is to take effect on the 1st day of October next ensuing. The factory inspectors are authorized to appoint certifying surgeons, for the purposes of the Act, and to fix the amount of their fees. Full powers are conferred on inspectors of factories for the purposes of ascertaining the real age of children to be employed therein. Special provisions are enacted for the annual lime-washing of factories, the protection of the workers in wet-spinning flax-mills, the due guarding and boxing-off of machinery, and the general prevention of accidents, as well as for their cure, if any should unfortunately occur. The hours of working for children and young persons are to be observed with strict regularity. Respecting the peculiar clauses relative to the time of working, we may simply state, that children may be employed in factories at eight years of age; that no child is to be employed more than six hours and a-half per diem, except in certain cases (hereinafter specified); that no woman above eighteen years of age is to be employed in any factory, save for the same time and in the same manner as "young persons" may be employed in factories; and that work is to cease on Saturdays at half-past four o'clock p.m. &c. In any factory in which the labour of young persons is restricted to ten hours a day, it will be lawful to employ any "child" ten hours in any one day, on three alternate days of every week, provided that such child shall not be in any way employed in the same or in any other factory on two successive days, &c. Provision is made for recovering the time lost by partial stoppages, and additional regulations made with respect to meal times and holy-days, and the attendance of children at school. Silk mills are exempted from certain provisions of this Bill, it being enacted that any child above eleven years old employed solely in the winding and throwing of raw silk may work, without any proof of having attended a school, for ten hours a day, but not after half-past four o'clock on Saturday afternoons. The 73rd or "interpretation" clause enacts, that the Factory Act as amended by this Act, and this Act, shall be construed together as one Act; that the word "child" shall be taken to mean a child under 13 years of age, and the words "young person" a person aged 13 and under 18 years of age, &c. Thus it will be seen that the disputed question of "ten" or "twelve" hours, which has already been so strongly contested in the House of Commons, is, in the present or new Bill, tacitly consigned to the shelf. The Bill will not, of course, be read a second time until after the forthcoming Easter recess.

HOUSE OF LORDS.

CRIMINAL LAW.

FRIDAY, March 29.—Lord BROUGHAM said he begged to lay a very important document upon their lordships' table. He stood there merely as the organ of the Criminal Law Commission, from whom this document emanated; and he acted in such capacity the more readily, as he had the custody of the great seal at the time this commission was issued, which had led the way to this important and satisfactory result. The report of this commission contained a digest of the whole criminal law of the country, that was, of England and Wales; but not extending to Scotland or Ireland. It comprised a complete code of criminal law, excluding procedure, which he thought was a branch of the subject which might much more conveniently and perfectly be treated of in a distinct measure. This measure, so framed, he begged to lay before their lordships, asking of them the usual courtesy of a first reading for it; whereupon he should be happy to consign it to their lordships or to her Majesty's government, hoping that they would give it as much countenance and support as they might think it deserved; their lordships, of course, not being in any way pledged to the adoption of it by allowing it to be read a first time. With respect to the separation of the law of procedure from the pure law upon criminal matters, they had the example of Napoleon's code for such a mode of procedure, and he thought there was a manifest advantage in adopting it. Again expressing a hope that the bill would meet the support of her Majesty's government, he begged to move that the Bill be read a first time.—Lord CAMPBELL said he rejoiced to see a proposition made for establishing a criminal code; but he must say he had some apprehension as to the fate of this measure, from the irregular manner in which it had been introduced. His noble and learned friend said that he presented this Bill "as the organ." He (Lord Campbell) expected to hear him go on and say "of her Majesty's government;" and he should have been very much rejoiced if he had said so; because, feeling very great anxiety upon this subject, he felt that no measure of the kind could hope to be carried into effect, except with the cordial assent and co-operation of the Government. But his noble and learned friend did not say he stood here as the "organ of the Government," but as the "organ of the Criminal Law Commission." This was a position which he could not quite understand. The commissioners, having been appointed by the Crown, had reported the result of their inquiries to the Queen's Government, and, having done so, were, to all intents and purposes, *functi officio*. They had nothing more to do with the matter. It was for the Government, if they thought proper, to introduce a measure in accordance with their recommendations. It would seem, however, that her Majesty's Government had either not seen this report or had not thought proper to adopt its recommendations in the form of a Bill. This task they had abandoned to his noble and learned friend, who did not hold any office under Government at present. He (Lord Campbell), therefore, felt some alarm at the manner in which this Bill had been brought in; but still he hoped that it would meet with the support of her Majesty's Government, and that the country would not long be suffered to remain under the disgrace of having no criminal code.—Lord BROUGHAM denied that there was any irregularity in the mode in which this Bill had been brought before their lordships. His noble and learned friend ought to be aware that the report upon which it was framed was a public one, and one to which, for the last fifteen months, every member of either House of Parliament could have had access. He did not understand that there was any maxim of constitutional law which required that a Bill of this or any other nature should be introduced by the Government of the Crown. This might be the most effectual mode by which a measure could be carried through Parliament; but there was not the shadow of a charge of irregularity in his (Lord Brougham) or any other member of their lordships' house bringing in any Bill which he thought proper. He concurred with his noble and learned friend, in the hope that this Bill would be taken up with favour and consideration by her Majesty's Government; but he had only to add, that if they did not, he should continue to take care of it himself.—Lord CAMPBELL explained.—Lord BROUGHAM, after referring to the cover of the blue-book, said that this report was "presented to both Houses of Parliament by command of her Majesty, on the 10th of March, 1843."

MONDAY, April 1.—The Ecclesiastical Courts Bill was read a third time and passed.

CRIMINAL APPEALS.

TUESDAY, April 2.—Lord CAMPBELL rose to present to their lordships a Bill of some importance as connected with the administration of justice, which had been prepared, not by himself, but by an honourable friend in the other House of Parliament, where it was intended to have been brought in, but that, as it affected the judicial jurisdiction of their lordships, it was found that in the House of Lords only could it properly be introduced. The object of the Bill was to remove a great objection which, as the law now stood, might be taken against the administration of justice in this country respecting appeals and writs of error. Their lordships would be aware, that the right of appeal was given both in civil and criminal cases; respecting the decision in an appeal in one of the latter class of cases, he had that night presented a petition in which the appeal had been against a conviction for bigamy. In civil cases, the parties prosecuting the appeal entered into recognizances of double the amount in dispute, and the execution of the judgment was suspended until the decision on the writ of error was given. There was, consequently, in civil cases, no difficulty. But in criminal cases much doubt existed as to what should be done with the party convicted while the appeal was pending—that was, whether or not the sentence should be carried into effect pending the appeal. As an instance of the inconvenience and injustice which might be inflicted by carrying the sentence into effect, notwithstanding an appeal against the conviction, suppose the case of a man sentenced to transportation,—he might be sent abroad before the

appeal was decided, though it might be ultimately found that the conviction was wrong, and the party undeserving of punishment; while, on the other hand, if the sentence were unconditionally suspended until the superior court had decided, every criminal would appeal, in the hope of delaying or escaping the punishment due to his offence. To remedy this, the Bill he was about to submit provided, that upon the defendant giving security to the satisfaction of the court, and in such sum as the court might direct, that any fine that might be imposed should be paid, and that the defandant should be forthcoming to undergo any sentence which might be pronounced upon him, that sentence should be suspended until the court of appeal should have decided upon the merits of the case. He did not propose that this alteration in the law should be retrospective, and therefore he had inserted a clause providing that the Bill should not come into operation until the 1st of August next. The Bill was laid upon the table, read a first time, and ordered to be printed.

FEES TO JUSTICES' CLERKS, &c.

The Marquess of LANSDOWNE, having presented petitions from the Presbytery of Paisley and Greenock, praying for the removal of the religious tests required from professors (not connected with theological departments) on entering the Scotch Universities, moved for a return from each of the clerks of the peace at the several assizes in England and Wales, of the amount of the fees received by him during each of the last three years ending the 31st of December, 1842, his object being to bring before their lordships a tabular statement of those fees in continuation of those returns which had been already ordered in respect to the fees taken by the clerks of the magistrates. He would take that opportunity, also, of stating, that having seen the partial returns which had been laid before the other House upon this subject, his opinion was confirmed that this was a case requiring legislative interference—and legislative interference under the authority and sanction of the Government. From all the information he had obtained he was persuaded that there existed two or three classes of poor persons on whom the system, as it prevailed in regard to these fees, pressed most severely and unjustly, and whose case called for redress. In the first place, there were those poor persons, who, though guilty of small offences, were, by the practical effect of that system, subjected to a punishment out of all proportion to the offence committed; then there were those persons who were charged with those small offences, but were acquitted; and then, though declared to be guilty of no crime, were nevertheless punished by being taxed with certain fees; then again, there were those persons, who, in the protection of their own property, found it necessary to prosecute, and then, though prosecuting justly, were yet subjected themselves to punishment in the shape of pecuniary demands made upon them, and which they were compelled to pay. In regard to the first class of persons, those who were convicted and sentenced to pay such fines, this was a matter which pressed most heavily upon them, because the costs which they were called upon to pay also amounted in many cases to twenty or thirty times the amount of the fine. For instance, in one case a man had been fined 1s. and the costs were 22s. 6d. Thus, as he had stated, there was no proportion between the crime and the punishment to which the unfortunate culprit was subjected. On the other hand, the charges to which the prosecutor was liable deterred him in many cases from prosecuting the offender. A clergyman had informed him that in one case, in which a farmer had prosecuted a party for stealing some trifling articles of garden produce, he had been mulcted in the sum of 18s. as fees; and the consequence had been, that in that parish no one would now prosecute, and a system of lawlness, resulting from the impunity with which these crimes could be committed, prevailed. He was sure this was a question in which all their lordships would feel a deep interest; and he thought, in addition to the motion he made, considering the subject had been noticed both in that and the other House of Parliament, and had attracted the attention of the right hon. the Home Secre ary, it was not too much to ask the noble duke (the Duke of Wellington) now to state whether the Government had any intention to do that which no private member of either House could do so effectually—viz. to introduce some measure of legislation to remedy the evil.—The Duke of WELLINGTON replied, that his attention having been called to the subject, he had consulted with his noble friend as to the course to be adopted, and his noble friend, admitting fully its importance, had turned his attention, to it, and had now under consideration measures for remedying the grievances complained of in regard to the fees paid to the clerks of the peace, clerks of assize, and clerks to the magistrates at petty sessions. It was intended to submit those measures to Parliament during the present session. (Hear, hear.) He could not now state at what time, but he assured their lordships that it should be at the earliest opportunity. (Hear, hear.)—Lord WHARNCLIFFE was informed upon good authority that the fees which had been referred to did not go wholly to the magistrates' clerks, but were generally appropriated to defraying the incidental expenses of the trial, such as paying witnesses and constables, so that very often only a very small amount of the fees reached the clerk of the peace.—Lord BEAUMONT said a few words to the same effect. It was a mistake to suppose that the whole of the fees went to the magistrates' clerks. They received a very small proportion of them, the rest going towards the necessary expenses.—Lord REDESDALE said there was another erroneous impression which he was anxious to correct. It was mentioned as the gist of the complaint that a small fine, as of one shilling, did carry large costs, the fact being that the magistrates in inflicting such a small fine upon a poor man did so in consideration of the amount of costs; whereas, if the defendant had been a public company or a richer party, the fine inflicted would have been much higher.—The Marquis of LANSDOWNE observed that the magistrates could not always tell beforehand what the costs would be.—Lord COLCHESTER said that he considered it the duty of a magistrate to inquire what the costs would be; and that such was the practice at the sessions which he attended. Besides, in many cases the Act of Parliament provided that the fine and costs should not together exceed a certain amount.—Lord CAMPBELL said that as the subject was about to be taken into consideration by her Majesty's Government, there was one point upon which he hoped they would take care to make provision, namely, that the amount of fees should not depend upon the length of the proceedings. He knew that great extortion was practised at present by swelling out the proceedings, for the mere purpose of increasing the costs at so much per folio. —The motion was then put and agreed to.

HOUSE OF COMMONS.

COUNTY COURTS BILL.

FRIDAY, March 29.—Sir JAMES GRAHAM said he rose for the purpose of introducing a Bill for the more easy recovery of small demands in the county courts, and, before moving for leave to introduce the Bill, he felt it necessary briefly to state to the House the nature of it, and the objects for which it was intended. The House was aware that amongst the most ancient of all the courts of the country were the county courts, and that from a very early period there was no limit to the amount of value which might, under a writ of *justities*, be tried in those courts. There had been one great defect in those courts, namely, that the defendant had a power of bringing a suit back to Westminster-hall without security for the costs under the writ of *justities*, but it had since been provided that if the defendant removed the suit to Westminster-hall he should enter into security for the costs of the removal, and the consequence of that provision had been, that actions for considerable sums were now tried in those courts. Another reason was the cumbrous machinery, which had been removed at various times in the superior courts, was retained in the county courts. The courts at Westminster were remodelled from time to time, and thus, much of that machinery was avoided which was retained in the county courts. A committee of that House sat in 1839, to inquire into the subject, and he (Sir James Graham) was a member of that committee, which made many recommendations with respect to those courts, which recommendations were not as yet embodied in any general Act; yet by an arrangement with the other House of Parliament, with respect to local Acts for the trial of small demands in courts of requests, most of those recommendations were embodied in those local Acts since 1839, no less than forty having been passed since that time. The effect of that arrangement, allowing the recommendations into the local Acts, had been, that the Government had the advantage in introducing this Bill, of having very considerable experience as to the operation of the recommendations. The experience which they had of those amendments convinced them that their general adoption would be attended with great benefit. There would be a great difficulty in the simultaneous introduction of a measure of so extensive a nature as the County Courts Bill into every county in England, not gradually, but at once, and it would be also attended with great expense. The Bill which he was about to bring in would, however, not involve the necessity of effecting the change at once in all the counties of England, for it proposed to give to her Majesty's Privy Council the power to bring the Act into operation at the discretion of the ministers of the Crown gradually, and as they had reason to believe it was necessary. It would assimilate the county courts to the courts of requests, which had been improved by local Acts since 1839, and which were presided over by judges who were competent to discharge the duties that devolved on them in that capacity, being all barristers of five years' standing. The judges in the county courts were to be paid salaries, but the clerks were to be paid by fees, with a proviso that in any courts hereafter to be constituted, the clerks might be paid by salaries, without any claim for compensation. In a former Bill, which he (Sir James Graham) introduced to the House, the sum to be recovered was limited to 10*l*.; but in the courts of requests, which were modelled on the recommendations of the committee of 1839, the jurisdiction was 15*l*. and he (Sir J. Graham) thought it would be expedient to have the jurisdiction co-extensive with the courts of requests, in consequence of which he proposed that the jurisdiction should extend to 15*l*. in the county courts. The jurisdiction was to extend to cases of simple contract, of damages for breach of the peace, of unlawful holding of property in certain cases, or, in other words, actions of trover in their simplest form, and amongst matters excluded, were to be all matters affecting title. In order to reduce the expenses in those courts, he proposed the simplest form of proceeding—the plaintiff was to serve a summons on the defendant seven days before the trial proceeded; and if the plaintiff and defendant resided in one district, it would be compulsory on the plaintiff to summon the defendant to the county court; but if the plaintiff resided out of the district, then the plaintiff might sue the defendant either in the county court or the superior courts. It made new provisions for enabling both parties to be examined in their own suit, and if they required a jury, the judge might grant it, but the jury should not consist of a larger number than five; the parties giving evidence might be examined on oath, and there was to be given a power to enforce the judgments of the Court by execution against the body or goods. With regard to removing the proceedings to the superior courts, they might be removed or a new trial obtained by parties dissatisfied with the judgment, on their giving security to abide the judgment of the superior court, and also security for the costs of the proceedings. It was also proposed in this Bill to transfer to the county courts the jurisdiction of two magistrates, with respect to the right of ejectment at present possessed, where tenants occupied houses of a rent not exceeding 20*l*. yearly. Those were the provisions of the Bill, and he (Sir James Graham) was not aware that he had omitted any important provision in the statement which he had made to the House. He should again remark, that it was no new experiment, for they had the experience of the way in which the recommendations of the committee of 1839 had worked where they were introduced into the courts of request; and he was confident, if the House should permit it to pass, it would be found to effect a great practical improvement in the jurisdiction which it would establish with respect to small sums. He was convinced that it would be of great public benefit to introduce gradually those alterations, of the operation of which they had now considerable experience; and this Bill would enable them to do that without great expense, and without any unconstitutional proceeding. The right honourable baronet concluded by moving for leave to bring in a Bill for the more easy recovery of small demands in the county courts of England.—Mr. HAWES directed the attention of the House to the oppressive effect of enormous fees accumulating upon small debts, and to the importance of enacting, that in all cases of debt under a certain amount, the execution hould only be against the goods of the party.—Mr. SHAW thought much advantage would result, in legislating upon this subject, from following the example of the civil bill courts in Ireland, than which he believed no system worked better. With regard to the proposed power of examining the parties to the suit, he apprehended it was open to some objection. In the civil bills courts the discretion was with the judge, and the practice worked admirably. If they compelled the parties to attend and give evidence, much inconvenience and injustice also would arise. He thought it a dangerous principle to adopt, and it would be a dangerous experiment to allow the parties to the suit to be examined in their own behalf. Again, in respect to the power of appeal, the practice as it existed in Ireland might be resorted with advantage; that practice was that the appeal should be to the next going judge of assize. If they allowed an appeal to the superior courts, they would be giving the rich man the power to oppress the poor man.—Mr. WARBURTON presumed there was to be but one appeal given under this Bill (hear); that was, that there was to be no appeal from the decisions of the courts of Westminster. ("No," from Sir J. Graham.) With regard to the *vird voce* examination of the parties to the suit, he hoped the Bill, in this respect, would remain unaltered. In bankruptcy, when the amount of property in question was often very considerable, both parties were examined; and he could not understand why a course of procedure which was held to be good in one court should be bad in another. As to the power of granting a jury, he hoped it would not be given until both parties had been examined, and it was ascertained whether they were prepared mutually to make any and what admissions, as by that course much unnecessary expense might be avoided.—Mr. CRIPPS said that the practice in the courts at Westminster Hall was not to grant a new trial in any case in which the damages found were under 20*l*.; and he did not think, in respect to the small sums which would be litigated under this Bill, that any danger need be apprehended if no appeal were given (hear, hear); though, perhaps, it might be a dangerous prin-

ciple to lay down, that no appeal should lie. In reference to the proposal for examing the parties to the suit, it was somewhat difficult to offer any opinion. It was difficult to say that the parties should be examined in their small suits, when, in the Law of Evidence Bill of last year, they had excluded the parties in larger suits from giving evidence in their own cases. —Sir J. GRAHAM said, in respect to the suggestion of his right honourable friend (Mr. Shaw), that he had already stated the reason why he preferred the practice as it existed in England to that of the civil bill courts in Ireland. The House would be aware that there were no fewer than 120 local courts established by Acts of Parliament now existing in the country, forty of them having been established since 1839; and with regard to those forty, the limit was now 15*l*. This limit, which he found established in various and most important localities, comprising our largest cities and the largest populations, he adopted, and in those localities exclusively, since 1839, parties had been and were examined, in their own cases, not only without any bad effects, but with the most advantageous results, in the same way as he now proposed they should be examined in the county courts generally. With respect to the observations of the honourable gentleman the member for Lambeth, relative to the question of whether process should be directed against person or goods, the honourable gentleman would recollect that that question had been mooted in the committee. The opinion of the honourable gentleman was against any extension of power as against person, but, on the other hand, the feelings of the committee generally inclined against the honourable gentleman. In several Bills since introduced the principle had been sanctioned of instituting process against person, failing goods. It was a question of delicacy and importance, but he did believe that, if it were for the advantage of the poor that credit should be given, he feared that unless there were a remedy against the person, the credit system would be stopped. (Hear, hear.) He concluded by asking leave to bring in the Bill.—After a few words from Captain PECHELL, leave was given.

INFERIOR COURTS BAILIFFS BILL.

Sir J. GRAHAM (in an almost inaudible tone) then asked leave to bring in another Bill in reference to bailiffs in courts of requests and county courts. At the present moment parties taking a summons may employ any bailiff, and frequently did employ as such persons who were quite irresponsible; the consequence was, the existence of great abuses in the system. He proposed to limit the power of employing bailiffs. In suing for a debt on summons, such bailiffs should only be employed who were recognized officers of courts of requests, or county courts, to be created.—Leave was given to bring in the Bill.

JUSTICES' CLERKS' FEES.

MONDAY, April 1.—Lord DUNCAN said, that with reference to the motion of his noble friend the member for Lincolnshire, on the subject of the fees payable to magistrates' clerks, he was anxious to know whether the Bill to be introduced by Government on that subject was to be introduced before Easter or not, or if after the recess, at what time?—Mr. M. SUTTON said, in reference to what fell from him when he opposed the motion for a committee, that he had then stated that the subject was at that time under the consideration of his right hon. friend. The Bill was in preparation, and he hoped that no great time would elapse before it would be subjected to the consideration of the House, but he did not pledge himself or Government as to the course which they intended to pursue. It was impossible for him to give any direct assurance beyond this, that the matter was under the consideration of Government. He was able to state that it was not the intention of Government to bring in any Bill on the subject before the Easter recess.—Mr. HAWES said, that the motion of his noble friend (Lord Worsley) had been withdrawn on the understanding that the Bill was then under consideration, and would be before the House before the present time. He wished now to ask if the Bill was to be introduced during the present session?—Mr. M. SUTTON could not state to the House what would be the course pursued by Government.

IRISH REGISTRATION AND FRANCHISE BILL.

By the special permission of the House, Lord Eliot's motion, for leave to bring in Bills regulating the Parliamentary and municipal franchises in Ireland, was brought on before the orders of the day, which, on Mondays and Fridays, are regularly entitled to precede notices of motion. Lord ELIOT expressed his belief that the system of registration now established in England was a satisfactory one, and he proposed to establish a like system in Ireland, with only these material differences—that the polling-places should be appointed by the Lord-Lieutenant; that the anual revision should be by the assistant-barristers; and that the appeal from them should be to the Court of Exchequer Chamber, seven judges being made for this purpose a quorum. He proposed that the names on the present register should be transferred to the new one, there to remain undisturbed for the rest of the term for which they were then enrolled, unless when the tenant should have parted with some portion of his qualification. For the purpose of defining the qualification itself with respect to counties, the Bill would contain a clause giving effect to the construction which the majority of the judges had put upon the phrase "beneficial interest." He admitted that this definition, which was the adoption of the solvent tenant test, would displace a great proportion, perhaps nearly two-thirds, or about 25,000 of the 40,000 voters now registered for this kind of franchise; and in order to restore a sufficient constituency, he proposed to give the right of voting to every occupier rated to the poor on an amount of 30*l*. or upwards. When all deductions should have been made, this would give about 55,000 electors instead of the 25,000 struck off, making so far, on the balance, an addition of about 30,000 constituents. To these it was proposed to add, yet further, those who possessed a freehold of inheritance or a lease-hold, renewable for ever, of the value of 5*l*. a-year. These interests were intended to confer the franchise without actual occupation by the proprietor. With respect to the Parliamentary franchise of cities and boroughs, the proposal of Government was, that it should belong to every man paying poor-rate, borough-rate, and police-tax. He trusted that this plan would be regarded as a full redemption of the pledge contained in the Queen's speech, and that the new electors would consider the trust thus conferred upon them as given, not for the benefit of their own peculiar districts alone, but of the whole kingdom. The noble lord then proceeded to explain the object of the other Bill, relating to the Municipal Corporations. That object was to extend to the Irish corporations the principal of the English Municipal Bill, by giving a vote to every inhabitant who had paid certain town-rates for a residence of three years.

CODIFICATION OF THE CRIMINAL LAW.

TUESDAY, April 2.—Mr. EWART said, he would ask whether it was the intention of her Majesty's Government to propose any digest or code of criminal law founded upon the report of the Criminal Law Commissioners? He would also ask the hon. and learned gentleman the member for Lewes, whether he intended to press his motion respecting probates upon landed property?—Sir R. PEEL.—Am I expected to answer both the questions? (A laugh.) —Mr. EWART intimated, very seriously, that he only wished to press the first.—Sir R. PEEL.—Then I am not prepared to say that it is my intention to bring in a bill to embody all the criminal law of England in one code. (A laugh.) Indeed, at present I do not contemplate any measure upon the subject.—Mr. ELPHINSTONE intimated that he should postpone his motion.

JOINT STOCK COMPANIES.

Mr. GLADSTONE, in a brief statement, moved that the House should go into a committee of the whole House; and this being done, he moved resolutions, on which several Bills are to founded, for the purpose of effecting the following objects:—

"For the registration of Joint Stock Companies, and for conferring on such companies certain privileges of corporate bodies, subject to the payment of certain fees, and on certain conditions and regulations, and for preventing the establishment of fraudulent companies.

"For the regulation of Joint Stock Companies.

"For facilitating and improving the remedies at law and equity, in reference to Joint Stock Companies, their members, directors, and other officers, whether *inter se* or in relation to persons not being members thereof, and for winding up the affairs of companies unable to meet their pecuniary engagements; and

"For enabling private partnerships to register the names of their partners, and to sue and be sued in the name of their firm."

Some discussion took place, and the resolutions were then agreed to, granting leave to bring in Bills to effect the foregoing objects.

CROWN OFFICE, April 2.—Members returned to serve in this present Parliament:—*Borough of Christchurch*—The Hon. Edward Alfred John Harris, in the room of the Right Hon. Sir George Henry Rose, who has accepted the office of Steward of her Majesty's Manor of Northstead. *Town and Port of Hastings*—Musgrave Briscoe, of Coghurst, in the county of Sussex, esq. in the room of the Right Hon. Joseph Planta, who has accepted the Chiltern Hundreds.

THE MAGISTRATE.

Summary.

WE continue to receive a great number of letters on the subject of the fees to Magistrates' Clerks, some opposing, some cordially supporting the proposed plan of payment by salary instead of by fees. Provided the salary be sufficiently liberal, we presume that *all* would prefer that to the uncertain source arising from fees, which the generosity of a large portion of the magistrates' clerks so often leads them to forego in favour of the poor. But will the magistrates act liberally towards them in this respect? That is the question. We shall watch the forthcoming Government Bill with particular attention, and we recommend the clerks to be on the alert. Our columns are at their service for any fair purpose of self-protection.

It will be seen that another county, Yorkshire, has directed the notice of its Quarter Sessions to be advertised in the LAW TIMES for the future.

The following letter, on the subject of Magistrates' Clerks' fees, has appeared in the *Morning Chronicle*:—

"TO THE EDITOR OF THE MORNING CHRONICLE.

"SIR,—I am obliged to you for publishing my letter to you of the 9th inst. It is not for me to say who committed the inaccuracy to which I called your attention, but simply to prove that it is one. I willingly undertake the latter, in order that a true statement of the facts, as they relate to the Collompton division, may appear.

"The return required by the Secretary of State, in 1843, from the clerk of each petty session in England and Wales, was, 'A return of the amount of fees received by him during each of the last three years, ending the 31st of December, 1842; also, a return for each of the same years of the number of convictions, specifying in each case, separately, the amount of the fine or penalty; and also the amount of the costs, and if paid, to what purpose the fine or penalty was applied; if not paid, the time of imprisonment awarded, and the expense of sending the offender to prison.'

"A return (exclusive of Tiverton and Bampton) was made by me, in answer to the first branch of these questions, namely, the amount of fees received by the clerk, 'stating that he had received, in 1840, 106*l*. 5s. 9d.; in 1841, 117*l*. 5s. 6d.; in 1842, 147*l*. 7s. 6d.'

"These sums formed the *gross* amount of clerks' fees in those years, including fees paid on convictions, amounting to 26*l*. 12s.

"A return of the number of convictions, specifying the particulars required by the Secretary of State, was also made by me at the same time, and for the same years.

"The amount of clerks' fees thereon was, in

1840 (34 convictions)	£9	1	0
1841 (44 convictions)	10	16	6
1842 (35 convictions)	6	14	6
	£26	12	0

"The variance, as to the number of convictions, is to be explained by the supposition that, in the parliamentary return, which you, no doubt, quote correctly, the convictions throughout are reckoned singly, whilst, in several cases, there were more than one offender, sometimes as many as three, each of whom was convicted, each fined a penalty, and each charged with costs. The inaccuracy as to the larger sums I can only suppose to have arisen from their being considered to apply to convictions alone, whereas they were the entire proceeds from all the justice business in those years.

"I am, Sir, your obedient servant,

"FREDERICK LEIGH, Division Clerk.

"Cullompton, March 15, 1844."

The following buildings have been duly registered for the solemnization of marriages, pursuant to the Act of 6 & 7 Wm. 4, c. 85:—The Presbyterian Chapel, otherwise called the Old Meeting-house, situate in the Horse-fair, Banbury, in the county of Oxford, in the district of the Banbury union. The Independent Chapel, situated at the Brickfields, Stratford, in the parish of West Ham, in the county of Essex, in the district of West Ham union. The Wesleyan Methodists' Centenary Chapel, situated in St. Saviourgate, in the parish of St. Saviour, in the city of York, in the district of York, in the city and county of York. Baptist Chapel, Usk, Monmouthshire. Wesleyan Centenary Chapel, Scarborough.

THE LAWYER.

Summary.

THERE is nothing of special interest to note, save that to which attention is called in the Summaries, under the heading of *Legislator* and *Magistrate*. To them we refer the reader. The Index compels brevity this week.

LAW LECTURE.

On Tuesday evening last, a paper on Conveyances was read by J. J. S. Wharton, esq. of Magdalen-hall, Oxford, &c. &c. at his chambers, 36, Lincoln's-inn-fields. In a former lecture (a notice of which ap-

peared in the LAW TIMES), the theory of Uses was developed; the present lecture exhibited the practical working of such theory in Conveyances of real estates, treating of, at the same time, the assurances at the common law.

The lecturer first defined a conveyance, shewing the difference between indentures and deeds poll, and the reason a party is estopped by his own deed. He then sketched the requisites to be observed in the preparation of conveyances, remarked upon those persons who laboured under disability to contract, and wherein a *good* or voluntary consideration differed from a *valuable* or binding one, and the consequences resulting therefrom. The equity principle of decreeing specific performance of parol agreements, partly and substantially performed, although in contradiction to the positive Statute of Frauds, was proved to be founded upon pure morality. The formal parts of a deed were then given, the technical meaning of the word "premises," the classification of the parties according to their several interests; the effect of a party not named in the premises being named in the *habendum*; the general rules relating to covenants; the time from which deeds take effect; the efficacy of the date; the formalities of the execution, and the difference between absolute and conditional delivery, were, in their order, succinctly treated of.

The learned gentleman then went through the several circumstances rendering a deed void *ab initio*, and also those which would set it aside by matter *ex post facto*. After which he addressed himself to the conveyances deriving their effect from the common law, and to the particular purposes to which each is adapted in actual practice. The original or primary deeds were first defined, as Feoffments, the ceremony to be observed in completing them, and the consequences of the two different species of livery of seisin; grants and gifts, and the meaning of things "lying in livery" and "lying in grant;" leases; exchanges, and their dangers; and partitions. Then followed the secondary or derivative deeds, as releases, and the several modes of their operation; confirmations, and the distinction between void and voidable instruments; surrender, the exception to the general rule that the surrenderee must have the larger estate, and surrenders *in fact* and *in law*, assignments, and the liability of assignees; and defeazances and their requisites.

The conveyances deriving their effect from the Statute of Uses were then considered in the following order:—1st. A bargain and sale, its origin, and equitable construction before the statute, and its operation since; and the enactment of the Statute of Enrolments. 2nd. Lease and release, how it supplies the place of livery of seisin, its material difference from a feoffment, and the particular mode of operation 3rd. Appointments and declaration of Uses, and their distinction. 4th. A covenant to stand seized, how distinguished from a bargain and sale, when it operates as a bargain and sale, and the converse.

"There are two purposes," observed the lecturer, "which should be the objects of a student's attainment in his application to master the knowledge of conveyance—*the one*, the principles of the science, and their operation upon a formal and practical proceeding; *the other*, the adaptation of such practical proceeding to the individual necessities of society. *This* teaches him how to consider his future clients' interests, and the best course to adopt in sustaining and protecting their rights; *that* gives him a knowledge and facility to carry the advice he has given into actual practice. It is not enough to know the mechanism of a certain kind of conveyance—the student must learn something beyond this; he must learn the particular susceptibilities of such instrument, and the various purposes to which it can be applied. The combination of these two purposes is positively necessary to be attained to qualify a student in this important and interesting branch of legal science."

After drawing attention to the scheme of the lecture, which was laid upon the table, the lecturer thus continued:—"One caution in studying the practical working of conveyancing I cannot refrain from giving to you, and it is this—while acquiring the *forms* prescribed by law, by which its authority is administered, do not lose sight of the real and dignified *spirit* of our laws—those principles which promote private justice and the public good—which regulate our commerce, governing the actions and relieving the necessities of mankind. Always remember the connection between the technicality of our laws, and the purpose to which it conduces. Assign to *forms* their proper place; but if you become 'mere men of forms,' and pride yourselves in the technical intricacies and obscurity of the science, you then quibble, which is not only dishonourable, but positively contrary to the equitable comprehension of our jurisprudence. Stoop not to such low cunning, which is the wisdom of the vulgar, whose very essence is a composition of concealment and fraud. Cultivate that inward sense of justice, that, soaring above misrepresentation, and scorning those mean advantages which are the choicest food of the crafty spirit, kindles self-respect, and thus forbids the legal adviser to engage in a case of notorious wrong."

The lecturer concluded amidst the applause of a very attentive and highly respectable auditory. A vote of thanks for the delivery of this able lecture was duly presented and accepted, and a paper on Trusts promised at no distant period.

LEGAL INTELLIGENCE.

THE MARRIAGE LAW.

The following is an extract from an opinion of G. S. Holroyd on the validity of a marriage at Gibraltar, where the ceremony was performed by a person not in orders (the document has just been presented to Parliament):—

"I have not been able, notwithstanding a diligent search, to find any case, except the case of *Haydon* v. *Gould* (1 Salk. 119), where it has been directly decided that the marriage ceremony performed between a man and a woman by a person not in orders was or was not valid, unless the decisions that a contract *per verba de præsenti* is the marriage itself are so considered. The question was argued in a settlement case before Lord Chief Justice Lee, and the other judges of the Court of King's Bench, and was thought by them to be a question of great moment, but they did not decide it. (See Burr. Settlement Cases, p. 232.)

"But, upon the best consideration I can give the case, it appears to me that by the law of England previously to or independently of the Marriage Act, which does not affect this case, the present marriage, unless so far as the law of Gibraltar, where it was celebrated, and which law must prevail in this case, may differ from the law of England, and invalidate it, would be deemed a valid marriage.

"A contract of marriage *per verba de præsenti* has been frequently said to be, and was, I think, law previous to the Marriage Act, and is so now in places where the Marriage Act is not in force; but where the rest of the law of England relating to marriage does in general prevail, it was so much the marriage itself if followed by cohabitation and consummation, that it avoided any subsequent marriage, however solemnly performed *in facie ecclesiæ*, between another person and either of the parties, living the other, and was so, until the statute 32 Hen. 8, c. 8, even without such cohabitation and consummation. (See 2 Salk. 437, 438; Swinburne, of Espousals, 74; 6 Mod. 155; 1 T. R. 99; Peake's Cases at Nisi Prius, 232.) It is true that in Perkins, in the place above cited, it is said that if a man seized in fee make a contract with I. S. and he die before the marriage solemnized between them, she shall not have dower, for she never was his wife. That is perfectly correct, if he is understood as speaking of a mere contract of marriage—that is, a contract *per verba de futuro*, to marry at a subsequent time; and I think he must be considered as so speaking, for in that case, until solemnization, it is no marriage, and she is not his wife. He is not to be considered as speaking there of a contract of marriage *per verba de præsenti*, and such a contract *per verba de præsenti* is contained in the marriage ceremony of the Church of England, whether that ceremony be performed by or be repeated by the parties after a person who is a minister of that Church or not. Such a contract is not merely a contract of marriage, but is more—namely, *ipsum matrimonium*. It may be true, as Lord Holt says, in 6 Mod. 155, that if the parties cohabited together after a contract *per verba de præsenti*, and before the regular celebration of it *in facie ecclesiæ*, they were punishable by ecclesiastical censures; but that was not because the marriage was invalid, but because, in the celebration of it, they had, contrary to the canons, neglected to perform the ceremonials required to be performed by the Church. In *Wigmore's* case (2 Salk. 438), in the 5th year of Queen Anne, Lord Holt appears to have held a marriage, where the husband was an Anabaptist, solemnized according to the forms of the own religion, a good marriage. It is not stated whether the person performing the marriage ceremony was a priest in holy orders; probably he was not.

"In this case it does not distinctly appear that they held the marriage void, for they held that the wife and the issue of the marriage, who were in no fault (though the wife appears to me to have been in that respect in the same situation with the husband), might entitle themselves by such marriage to a temporal right. The report of the decision is not very clear or intelligible, but it seems to me most probable that, without declaring the marriage void, it went entirely upon this, that as the administration was a right due to him as husband by the ecclesiastical law, they would not grant the administration to him, as he had not complied with the forms of that law which the Church prescribed in the solemnization of his marriage. I think that this cannot be taken as contrary to the other cases as a decision further than this; notwithstanding the observation at the end of the case, that the constant form of pleading marriage is, that it was *per Presbyterium sacris ordinibus constitutum*, which, on reference to the books of entries, I find not to have been the form of pleading in our law (*Haydon* v. *Gould*, 1 Salk. 119). Marriages, too, in England, by priests of the Church of Rome, have been held good, even when such priests were not tolerated in England. (See 1 East's Crown Law, 469, 470; 2 Burn's Eccles. Law, 473.)

"G. S. HOLROYD."

"Gray's-inn, Dec. 11, 1804."

ALARMING ILLNESS OF LORD ABINGER.—We regret to state that the latest accounts received of this noble and learned judge's illness give not the slightest hope of his recovery. His lordship having sat throughout Monday in the Crown Court at Bury, entertained the magistrates, as is customary, in the evening. Immediately after dinner he was attacked by the alarming fit in which he now lies; he appears occasionally to be sensible of what passes around him, but is totally deprived of the faculty of speech. This sudden and severe affliction is participated in, not merely by the members of his lordship's own family, but by the bar and the entire public, who held in the highest respect his profound acquirements as a judge and his character as a citizen.

WHITEHALL, March 14.—The Lord Chancellor has appointed William Bennett Freeland, of Steyning, in the county of Sussex, gent.; William Way Buckell, of Newport, in the Isle of Wight, gent.; John Nansom, of the city of Carlisle, gent.; and James Nathaniel Cartwright, of Dunstable, in the county of Bedford, gent. to be Masters Extraordinary in the High Court of Chancery.

LORD CHAMBERLAIN'S OFFICE, March 29.—The Lord Chamberlain of Her Majesty's Household has appointed George Dodd, of Grosvenor-place, in the county of Middlesex, esq. M.P. to be one of the Gentlemen of her Majesty's Most Honourable Privy Chamber in Ordinary.

DOWNING-STREET, April 1.—The Queen has been pleased to appoint Edward Legh Master, esq. to be Registrar of the Supreme Court and Clerk of the Arraigns, at Gibraltar.

It is reported that Mr. Serjeant Stephen, one of the Commissioners in the Bristol Court of Bankruptcy, has recently received a large accession of fortune by the death of a relative.

FOREIGN JURISDICTION ACT.—Copies of the Order in Council issued in consequence of the Act of last session, intituled "The Foreign Jurisdiction Act," and of the instructions given to Her Majesty's consuls and diplomatic agents in foreign countries, on the subject of criminal jurisdiction over British subjects in those countries, have just been printed on the motion of Mr. R. Monckton Milnes, M. P. for Pontefract. Only one Order in Council has been issued (dated October 2, 1843), and two despatches transmitted from the Foreign-office.

DIVORCE OF AN ENGLISH MARRIAGE IN FRANCE.—The Civil Tribunal of Paris on Wednesday pronounced a sentence of separation between an English married couple named Langley. The suit was instituted by the wife on the ground of adultery on the part of the husband, who, it should seem, was equally desirous of getting rid of his partner, for he did not, as he might have done, being a foreigner and married according to the laws of his own country, plead against the jurisdiction of the court. The wife demanded a division of their property; but the court, feeling itself bound by the laws and customs of England, refused this claim, and decreed the husband to make her an annual allowance of 1,200f. It also ordered that the children of the marriage should, in consequence of the conduct of the husband, be delivered into the care of their mother. The separation will of course hold good only in France, and would not be admitted in England as *a mensâ et thoro*.—*Galignani's Messenger*.

CORRESPONDENCE.

TO THE EDITOR OF THE LAW TIMES.

"LOOK TO YOURSELVES."

SIR,—In reference to an article which appeared under the above title, in your last number, I beg to observe, that for some years past and up to the present time, Mr. M'Ghee, the Vestry Clerk of Saint Pancras parish, has been in the habit of conducting appeals in settlement cases, and in prosecutions connected with parochial affairs, the briefs to counsel being indorsed the "Overseers of St. Pancras."—As Mr. M'Ghee is not a member of the Profession, there can be no question he is now (whatever doubt formerly might have prevailed, but which I never could entertain) acting illegally, and liable to a prosecution for so doing. Mr. M'Ghee not being the only Vestry Clerk of several of the metropolitan parishes so acting, it behoves the Profession to put down any such illegal assumption of its rights, and surely the Incorporated Law Society ought to be the organ for asserting and maintaining such rights.

Trusting that some notice of this information (the truth of which I can verify) may be taken by the Society, or by some other of the numerous and respectable Law Societies now flourishing, I beg to subscribe myself,

Sir, your obedient servant,

A SUBSCRIBER.

P.S. I inclose my name and address.

SELECTIONS FROM CORRESPONDENCE.

A valued correspondent transmits the following on the now interesting subject of *Justices' Clerks' Fees* :—

In reading the LAW TIMES of the 30th March, I observe a letter signed "A Justice's Clerk," upon the subject of Justices' Clerks' Fees; and I should feel obliged by your inserting this letter, as a corroboration of his statements, in your next publication. So many statements have been circulated by means of the papers, both as regards the fees taken by justices' clerks and also as regards the conduct of these gentlemen themselves—and, as to the latter, most derogatory to them as gentlemen—that I think it is high time such statements should be contradicted, and the public mind disabused in the matter. I am clerk to the justices of a large county division, and I can safely echo the statement of "A Justice's Clerk" that there are a vast number of cases which come before the justices in which the clerk never gets a farthing from either complainant or defendant; and as to enforcing the payment of fees from such complainants when the defendants go to gaol, the idea alone is preposterous and ridiculous in the extreme, unless some justices' clerks, better informed in such matters than myself, are skilled in the art of "getting blood out of a post;" and in many of these cases where the clerk receives no fees, he is actually at the expense of from one to two shillings for the forms used by him. But, presuming in all cases where the defendant went to gaol the complainant did actually pay the costs, what worse is he off than the plaintiff in an action at common law, where the defendant renders to prison, and in which case the cost of the action would fall on the plaintiff? And although the fine is in some cases only sixpence, and the costs from 8s. to 12s. is it not so in an action for debt, where the debt is 5*l.* or 6*l.* and the costs 25*l.* or 30*l.*? And though there are now and then cases so petty and trifling that the justices (were there no costs to be paid by the defendant) might only inflict a penalty of 6d. yet, generally speaking, the costs are virtually, though not in fact, a portion of the penalty, inasmuch as it is the invariable custom for justices to inform themselves of the amount of costs, before inflicting the fine, and according to the amount of costs, so they set a smaller or greater penalty to meet the justice of the case. With regard to the lower order of persons (and who are the most frequent complainants for a common assault), not once in ten times are the costs paid by the complainant, where the defendant goes to gaol. But the costs are generally paid by the higher class of complainants in cases of convictions for fence breaking, damaging trees, malicious trespasses, and game; and here is where the shoe pinches. The Act will be of no benefit to the poor man, because at this moment he rarely ever pays any fees, but it will be of advantage to the rich. But why, I would ask, should I be called on to contribute, (in the shape of my mite towards the justice's clerk's salary) to maintain the rich man's property or preserve his game?

With regard to the poor man, so far from being beneficial to him, it will be the greatest possible bane —even now, at times, petty cases among this class are with ill feeling brought before the justices; but with salaried clerk what will be the inevitable consequence? Why, that in every justice's division, complainants of this class, knowing that, under any circumstances, they will be called upon to pay no expenses, will bring before the justices the most petty, trifling, frivolous complaints (which I humbly opine it ought to be the policy of the law to prevent), and it will matter little to the complainant whether the case is dismissed or not, as he will have partly satisfied his animosity and revenge by the inconvenience he has put the defendant to by compelling him, at the loss of his time, to attend before the justices. But even worse than this, it will have also the sad effect of setting the poor man against his neighbour poor man, and of creating in every parish lasting contentions, animosity, and strife among the poor, for this reason, that every petty offence (which before never came before the justices, but was cooled over and forgotten, and the parties again returned to neighbourly terms) will now, in the heat of the moment, be brought before the bench, and the spark which (from the wholesome damp created by the complainant's knowledge that he might be possibly called on to pay the costs if the case should be dismissed) would have quietly gone out of itself in a few hours or days, will, by the knowledge that no costs can attach to the complainant, be fanned into a lasting, undying flame, by the case being carried before the justices; and thus, from a petty offence in the first instance, or even only a supposed offence, a lasting difference between neighbours of the poorer class may be created, and they may even be led to commit higher crimes against each other.

With regard to the fees received by justices' clerks, it is proverbial that they are so small, that but for the number of cases, it could not be worth any gentleman's attention. And considering how intricate the magisterial law of this country has now become, the great length of time necessarily employed in preparing informations, convictions, and warrants of distress, orders of maintenance, &c. &c. justices' clerks are, without any exception, the worst paid body of men in England. The responsibility attached to the office as regards the preparing the necessary forms so as to preclude any possibility of action against the justices, or expenses to parishes in orders of removal, &c. &c. is very great; and yet 3s. 6d. is the utmost a justice's clerk is paid for any one of those most difficult forms to prepare, and upon which depends whether a justice shall have to pay considerable damages and costs, or a parish pay some fifty or a hundred pounds, and be obliged to maintain a family of paupers, who do not belong to them, for the rest of their lives. For what I have received 3s. I have more than once paid counsel one guinea to prepare, and even then it has been invalid and upset. Indeed, so badly are they paid by fees, taking into consideration the number of cases in which they get no fees at all, and the expense they are at for proper forms, &c. &c. that but for what I have before stated, viz. that it would be an injury rather than a benefit to the poor man, and that it would be unjust to call upon the public to contribute (by salaried justice's clerk) to the maintenance of the property of the more wealthy, or the preservation of their game, the justice's clerk would, in my opinion, be far better off were he to be *properly* paid by a salary, which, of course, must be considerably more than what he, up to this time, would have annually received had all his fees been paid, inasmuch as there can be no doubt that his duties will be considerably increased; but with regard to the amount of salary, I perfectly agree with "A Justice's Clerk," that it should not be left to the justices, but I would suggest that her Majesty's Principal Secretary for the Home Department should fix the amount of salary, and that it should be paid out of the consolidated fund, rather than out of the county or other rates, and I think the justices themselves would prefer this course.

With regard to the length of time occupied in my magisterial office, independent of the day of the Bench meeting, I can safely affirm that the time of one clerk is almost daily taken up, and that I am myself occupied, independent of the before-mentioned day, upon an average one day and a half in every week upon cases brought before the justices in the course of the week, upon which I am obliged to attend, frequently at the greatest possible inconvenience to myself in my profession as a solicitor; and rather than be then called away, I would frequently have given treble the amount of fees received upon the case, which perhaps has occupied me some two, three, or four hours. I have been called upon to attend a case which has lasted from eleven till half-past five, and upon which I have never received one farthing, the complainant being a poor person, and the defendants being committed to gaol.

I fear I have already been much too lengthy to claim space for the insertion of this letter in your truly valuable publication; but I would, before conclusion, make one observation with regard to the justices themselves, which is this—that, considering the present intricacy of magisterial law, the unjust, though considerable liability every justice is subject to for actions for damages in the event of any informality in the technicalities of their processes, which have now become so special that it is frequently necessary to have them prepared by counsel or special pleader; and considering, also, that should any enactment be passed for the payment of salaries to justices' clerks, the duties of justices, and therefore their liabilities, will be very considerably increased;—considering all these, some clause should be embodied in the same Act saving harmless justices from actions for any of their proceedings, unless malice be shewn; and that the justice should be at liberty to put in, as a defence to any action upon any of his proceedings, the examinations taken before him, and that, in the event of those examinations proving that the plaintiff in the action had been properly convicted, a verdict should be taken for the defendant; in fact, that no informality whatever in any process *bonâ fide* issued should subject a magistrate to an action for damages, or to pay the costs of removing same, or the prisoner committed under it, to the Court of Queen's Bench for discharge, where he has been properly convicted, though the conviction or commitment has been improperly drawn up. Every defendant must necessarily know of what he has been convicted, and for what he has been committed; and it therefore appears preposterous to say he has a right to be told the cause in certain set words in a commitment, and that unless he is so told, the commitment must be considered bad and the prisoner discharged.

TESTIMONIAL TO ROWLAND HILL.

We are so anxious to forward the object of the following letter, that we readily publish any suggestion that may aid the design.

Allow me to suggest to your numerous readers a plan for promoting the subscription to this very desirable object, which I have myself adopted.

Take a small box, perforate the lid so as to admit a penny, tack one side of a small card or piece of parchment inside the lid over the orifice, and secure and paste over the whole box, so that it cannot, without detection, be subjected to idle or fraudulent curiosity, and place it in the parlour, or in any more public situation. The box may be made more or less ornamental according to the taste of the collector, or the situation in which it is to be placed. After a few months it may be opened before you or some public functionary, and its contents publicly acknowledged and remitted to the national fund. Any persons contributing gold, or more than a trifle, may wrap their offerings in small pieces of paper, containing their names or any designations they may choose, so as to be individually recognized and acknowledged.

"*Palmam qui meruit ferat.*"

A respected correspondent puts the following query:—

SIR,—In the LAW TIMES of the 30th March, I find the report of a case tried before Mr. Justice Cresswell (*Reg.* v. *Whale*), in which his lordship decided that upon the production of a certificate of the previous conviction of a prisoner it was necessary to prove the hand-writing of the Clerk of the Peace who gave such certificate.

Upon referring to the Act of Parliament relating to this point (7 & 8 Geo. 4, c. 28, s. 11, it is provided that a certificate "is, upon proof of identity, sufficient evidence of the first conviction *without proof of the signature or official character* of the person appearing to have signed the same."

I am not aware of any subsequent Act in any manner altering the above Act of Parliament. Unless, therefore, there is some such Act, his lordship would appear to have given a wrong decision.

Can any of your correspondents enlighten the Profession upon the point?

I am, Sir, your obedient servant,

Northampton, April 3, 1844. H. P. M.

To Readers and Correspondents.

ERRATA.—*In the advertisement of Lancashire Sessions, in our last number, for "appeals are heard at Preston and Kirkdale not earlier than Wednesday, the 3rd day," read "appeals are heard at Preston and Kirkdale not earlier than* Friday, the 3rd day."

In the list of subscribers to Verulam Society, read for Murray, Wm. 11, London-street, Murray, Wm. jun. 11, London-street; and for Small, W. A. read Smale, W. A.

TO SUBSCRIBERS.

The SUBSCRIPTION *to the* LAW TIMES *is as follows* :—

	£	s.	d.
For one year, paid in advance........	2	0	0
For half a year, ditto	1	1	0
(*N. B. The above includes all Supplements.*)			
On credit, or for single numbers, at per number	0	1	0
Supplements	0	0	6

PAYMENTS *may be made by post-office order, payable to* Mr. JOHN CROCKFORD, *the Publisher, at the General Post Office. Sums under* £1 *may be sent in* penny *postage stamps.*

A Monthly Sheet (in the nature of a supplement, but forming a distinct work, separately paged) commenced on the 1st November, entitled "*The* CRITIC *of* LITERATURE, ART, *and* SCIENCE," *intended as a trustworthy guide for families in the choice of books, music, and works of art, and containing reviews of books, &c., not strictly legal, the taking of which will be optional with our readers. The subscription to* "THE CRITIC" *is, to the subscribers to the* LAW TIMES, 6s. *for the half-year; to other persons,* 6s. 6d.; *single numbers,* 6d.

NOTICE.—*Subscribers to the* LAW TIMES *will be supplied with* THE CRITIC *for six months, on transmission of* 6s. *worth of* penny *postage stamps.*

Subscribers may have their Volumes of the LAW TIMES, *as they are completed, handsomely and strongly bound, to secure uniformity in the series, for* 5s. 6d. *only, if the numbers comprising the first volume be sent to the Office by post, in three or four parcels, and with a note advising how it shall be returned.*

A PORTFOLIO, *on a novel and convenient plan, for preserving the current numbers of the* LAW TIMES *for ready reference, may be had at the Office, or by order of any Bookseller in the country, price* 5s. 6d.

THE LAW TIMES.

SATURDAY, APRIL 6, 1844.

ADDRESS.

WITH the present number commences the second year of the existence of the LAW TIMES, and we should be guilty of gross ingratitude were we not to acknowledge the generous and confiding support it has received from the Profession, who have adopted it as their organ, and to whom it is indebted for the proud position whereto, in so short a period, it has been elevated.

We frankly confess, that, twelve months ago, when amid mingled hopes and fears and in the fever of uncertainty we plunged into this huge undertaking, we should not have dared the adventure had we calculated rightly the risk, the toil, the cost. Fortunately, these were not, and, indeed, could not be, estimated, till actual experience had shewn what was demanded to carry out the design; so the plunge was made in happy ignorance of the danger.

Being in, the only chance of safety lay in brave combatting with the difficulties that encompassed us. Retreat would have been vain, and there was promise of prosperity before, if life could be sustained long enough to reach that point in the existence of all periodical publications at which confidence is secured by lapse of time, and the *prestige* of success commands a support which the utmost merit will not secure without it.

That anxious moment in the life of the LAW TIMES arrived at an earlier period than was ever before known in the history of periodicals. Six months had not elapsed before its success was not only assured but acknowledged; and it exhibited the appearance of an *established* journal. Every day brought new subscribers, and every week some new and important class of *regular* advertisers resorted to its columns—those invaluable friends of an influential periodical, who are the last to come and the last to quit, but whose proverbial caution and clear-sightedness is an assurance that where *they* appear others may safely resort. Accordingly, they who may have watched the successive numbers of the LAW TIMES will have marked the steady growth of advertisements of the best class, almost every week introducing some new connection. Recently, it has been extensively adopted for sales of property, and already it boasts as its regular advertisers the most eminent names among the auctioneers of London.

But the most gratifying proof of the high standing of the LAW TIMES in public estimation has been exhibited in the orders which have been made by the uthorities in many boroughs, by the magistracy of Lancashire and Yorkshire, and promised by other counties, to employ the columns of the LAW TIMES for the purpose of announcing to the Profession the periods for holding their Quarter Sessions. This mark of confidence is the most gratifying of the many pleasing ones the LAW TIMES has received, because, when it shall thus concentrate, as it were, every species of intelligence useful to the Profession and the magistracy (and nothing can be more necessary to them than a knowledge of the days for holding the Quarter Sessions in distant places), the entire Profession must become subscribers for the sake of the advertisements, and other advertisers will resort to it on account of the subscribers.

Such are the auspicious circumstances under which the LAW TIMES enters upon the second year of its existence, and they are mainly due to the unwavering confidence, the generous forbearance, of the friends who trusted in the first place to promises, and then endured with patience the manifold backslidings in performance consequent upon inexperience. Their kindness imparted the courage necessary to bear up against the unavoidable difficulties of an undertaking as gigantic as it was novel, and the still more formidable hostilities and rivalries with which it was encountered by those who had been accustomed to look upon a work entirely independent of the booksellers, and in the hands of the Profession, as an innovation not to be tolerated.

Having thus successfully overcome the difficulties of youth and inexperience, the obstacles thrown in its path by the efforts of envy, hatred, malice, and all uncharitableness, secured a position among the foremost of the Journals of the time, with 2,500 subscribers, to which every post brings accessions, and a great and fast-growing advertising connection, recognized within and without as the public organ of the Legal Profession, with experience to guide and abundant means of accomplishing its plans, the LAW TIMES enters upon the second year of its existence, the era at which a periodical is held by the public to be *established*, and usually recognized accordingly. We refer to the past as the best pledge of our intentions for the future. As we have hitherto done, so shall we continue to do, adopting every suggested improvement, and sparing neither cost nor labour to perfect the design of the LAW TIMES. We recognize no limit to progress, and so long as there is any part of it that might be better done, we shall not deem the duty of advancement ended.

We ask of our readers a continuance of the same support and confidence, and the same exertions by personal recommendation to friends to swell the list of subscribers, and invite new advertisers. If this be done, the lapse of another year will see the LAW TIMES occupying still a loftier place than now, and its power to serve the Legal Profession increased in proportion to the extension of its circulation. One word of recommendation from a subscriber will more prevail upon those who have not yet done so to join their brethren in support of the Legal Journal than any number of applications by circular, and there is not one of our readers who might not, if he would take the trouble, procure, by his persuasions, two additions to the list of subscribers.

There is a wide field for exertion open to the Profession, and only union will enable it to resist the many threatened attacks, and secure its interests from invasion

The LAW TIMES will be the centre of that union.

CENTRALIZATION.

IT is with great pleasure that we direct the attention of the Profession to the resolutions of the Manchester Law Society, which will be found among our advertisements, announcing a vigorous movement towards the carrying out of that union of the provincial Law Societies which has been so strenuously advocated by the LAW TIMES. It will be observed that the immediate purpose of the projected association is "*to resist the various attempts constantly being made to centralize the business of the Legal Profession in the metropolis*," an object of urgent importance to the Solicitors practising in the country, and especially to those in the populous North, where the distance from town renders any change in the direction of centralization extremely inconvenient to the practitioner, and very costly to the client. Therefore it is that we have ever expressed hostility to schemes whose tendency, if not their intent, was to promote that principle of centralization which now too much pervades our legislation, unless it was very clearly established that some great public benefit would be the result of the change. We are glad to find that at length the country attorneys are roused to the necessity for looking after their own interests, and adopting measures for self-protection which can only be successful when backed by such a combination as it is proposed by those resolutions to establish. The interests that favour centralization are so powerful, from the advantages of position, the facilities for union, the weight of wealth and numbers, with opportunities for whispering into the ears of ministers and legislators, that the utmost harmony of exertion on the part of the country attorneys will be needed to defeat them. Nothing less than such a combination as is proposed in the advertised resolutions will afford any security against the repeated endeavours that are being made to centre every thing in the monopolizing metropolis, and therefore does it deserve the zealous support of the Profession; nor could any spot be found better fitted for such a union than Manchester, which boasts the most numerous, the most influential, and the most energetic Law Society in the kingdom.

And there is no need for jealousy among the Profession in London. They have ample sources of business without depriving their professional brethren of their fair proportion. Nay, it is not the interest of the London practitioners that all business should be carried to the metropolis; the consequence would not be that all the members of the Profession in London would share increased advantages; a few large firms would monopolize the business thus brought, and the rest of the Profession less favoured would lose the advantages they now share from the diffusion of business throughout the country, which of necessity distributes it among a greater number that if it were gathered in one locality where the leviathans would swallow up all of it that was worth the having.

For the ultimate advantage, then, of the Profession generally, and of the great mass of the London equally with that of all the country practitioners, we rejoice to note the movement at Manchester; heartily do we bid it "God speed!" and gladly shall we aid it by any means its projectors may suggest.

ADVERTISING ATTORNEYS.

HERE is a rich specimen of this class. It is a copy of a letter addressed to "Mr. James Foreman, innkeeper, Wickham Market," and the original is in our possession. We give it verbatim.

"Berners-street, Ipswich, 28th Feb. 1844.

"SIR,—When I called on you last Thursday in going through to *Saxmundham*, I expected to have got settled with Beecroft for the 1*l*. 19s. 6d. he owes you, but could not succeed. I go to Saxmundham every Thursday fortnight, returning to Ipswich the day after; therefore on 7th March I shall come through and give you a call. I enclose my card. I stay at the White Hart, Wickham, to breakfast every time I come through, and should any one want any writings, such as Conveyances, Mortgages, Bonds, Wills, Indentures, Apprenticeship, or any thing else, I will attend to them, though I am a regular lawyer, for ONE-HALF of the legal and authorized fees for such sort of employ. I am, Sir, yours, obediently,

"CHAS. BURTON,

"Attorney and Solicitor.

"I have an office at Saxmundham, adjoining the Queen's Head Inn."

A large pink-coloured card, bearing the name, and looking exacting like a mercer's, with embossed border, and printed in large black letters, informs the public of the existence of

MR. BURTON,
ATTORNEY AND SOLICITOR,
In Queen's Bench and Bankruptcy Courts, Master Extraordinary in Chancery, and Commissioner for Affidavits,
Berners-street, Ipswich.

And on the back is *written*, in good round lawyer's writing,

"Attends at the White Hart Inn, Wickham Market, every Thursday fortnight, from 9 to 11 o'clock. Next attendance 7th March."

If these exposures cannot shame the doers of such things, they will at least serve the purpose of a warning to those who have not yet lapsed from the strict rule of professional propriety, and they will be a sort of index to the rest of the Profession *whom to shun*.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 49, Essex-street, addressed to the Editor.]

New Books.

The New Practice of Attorneys in the Courts of Law at Westminster, with Forms, &c. In 2 vols. By JOHN FREDERICK ARCHBOLD, Esq. Barrister-at-Law. London, 1844. Shaw and Sons. Pp. 1052.

WE cannot better introduce this very valuable publication to the profession than in the author's language, as extracted from his Preface:—

"Many years since, I wrote a work upon the Practice of the Court of Common Pleas, which was published in the year 1829. That work had the advantage of being revised by Mr. Griffith, lately a secondary of the Court of Common Pleas, a gentleman whose perfect knowledge of the practice of that court was well known to, and highly appreciated by, the Profession. Afterwards, the practice of all the courts of common law at Westminster was assimilated, and much altered, by the statutes and new rules upon the subject, promulgated from time to time, from the year 1831 to the year 1834; and it was so much altered, that I found it impossible, with fairness to the Profession or satisfaction to myself, to give a new edition of that work, without re-writing nearly the whole of it. And as any new edition I could give of it must have treated, not merely of the practice of the Common Pleas, but of the practice of all the Courts, I thought it best, at once, to write a new work, upon the practice of all the Courts, founded upon the new rules and statutes, without reference to my former work, or embodying any part of it in the new one. Before I would tax the Profession, however, with a new work upon the subject, I was desirous of waiting until the new practice, thus introduced, should settle down, and become fixed and well defined by decisions, so that I should be enabled to treat of the several parts of it with certainty and precision; and it was not, therefore, until the year 1838, that my new work was published. Mr. Cancellor, then a prothonotary and now a Master of the Court of Common Pleas, and Messieurs Walker and Dax, Masters of the Court of Exchequer, did me the favour to revise the whole of it, as it passed through the press; and to them I am indebted, in a great measure, for the character for accuracy which was afterwards bestowed upon the work. A new edition of it is now required; and I have undertaken it with pleasure, having obtained the promise of my friend Mr. Bunce, one of the Masters of the Court of Queen's Bench, that he would revise it for me. He has done this, and done it most ably; so that I think I may now offer it to the Profession, with a confidence in its accuracy, that I never could have felt, if I had not been favoured with such able advice and assistance."

Such being the origin of these volumes, and such their claims to be recognized as an authority, let us proceed to describe the plan adopted by the author for the accomplishment of his design.

The arrangement of the work is simple, natural, and therefore convenient both for reference and for the memory. The first book treats of the Courts of Common Law at Westminster, and the judges and officers thereof, subdivided into chapters, which describe successively the courts and their jurisdictions, sittings, holidays; of the judges and their authority; of the immediate officers of these courts; of sheriffs, and their duties and powers; of attorneys. This last chapter is extremely useful, and written with great care; it comprehends the law of attorneys as settled by the recent statute, and the decisions thereupon. From this we take the portion that relates to the

PUNISHMENT OF ATTORNIES FOR MISCONDUCT.

"For very serious offences by an attorney, rendering him unfit any longer to be a member of the profession, the Court will strike him off the roll, and will not restore him; and this, whether the offence have reference to his profession or not. If an attorney, in his character of attorney, knowingly do wrong, the Court, in very gross cases, will also strike him off the roll, not in all cases permanently, but they may, and often do, restore him, after he has been off the roll for a period proportioned to his offence. Or in minor cases, if his wrongful act affect his client or a third party, the Court often make him undo that which he has done, if that be practicable, and make him pay costs, &c.; and if he do not obey their rule in this respect, they will award an attachment against him. Or if his wrongful act have not affected another party, the Court are generally satisfied in making him pay the costs of any application against him. But if his misconduct consist in wilfully not doing that which he ought to do, with respect to his client, the Court will order him to do it, and in most cases will make him pay the costs; and if he do not obey their rule in this respect, they will award an attachment against him. These different degrees of misconduct, we shall now consider more at large, under the following heads; merely premising that if the party were an attorney of the Court at the time of the act or negligence complained of, it is little matter whether he remain on the rolls of the Court, or not, at the time of the complaint. (*Simes* v. *Gibbs*, 6 Dowl. 310.) In all these cases, the affidavits to found the application may be intituled in the action in which the misconduct arose. Id.

"*Indictable offences.*]—The Court will not call upon an attorney to answer the matters of an affidavit, where the misconduct imputed to him amounts to an indictable offence; as his affidavit, in answer, might prejudice him, supposing an indictment to be afterwards preferred against him for the offence; besides, it is much better that such matters should be decided by a jury. (*Re* ——, gent. 5 B. & Ad. 1088; *Re Knight and Hall*, 1 Bing. 142; *Short* v. *Pratt*, 1 Bing. 103; *Robertson* v. *Mills*, 1 Dowl. N. C. 772; *Anon.* 12 Law J. 331 *qb.*; but see 1 Wils. 221) But the Court of Exchequer have entertained an application to strike an attorney off the rolls of the Court, and have struck him off the rolls, for conduct in the course of a cause in that court, which amounted to an indictable offence; although they held that they could not call upon him to answer the matters of an affidavit in such a case, nor would they interfere in this way, before conviction, where the offence had no reference to a proceeding in court. (*Stephens* v. *Hill*, 10 Mees. & W. 28.) But after he has been convicted, before the ordinary tribunal, the Court may, if they think fit, order him to be struck off the roll, whether the offence have reference to a proceeding in court, or not. Also by stat. 12 Geo. 1, c. 29, if any person convicted of forgery, perjury, subornation of perjury, or common barratry, shall practise as an attorney, solicitor, or agent, in any suit or action in any court of law or equity in England, the judge may transport the offender for seven years, by such ways and under such penalties as felons. An attorney, who had been convicted of, and punished for, felony, was in five years afterwards struck off the roll, although no misconduct in the intermediate time was imputed to him. (*Ex parte Brounsall*, Cowp. 829.) So, an attorney has been struck off the roll, after being convicted of a conspiracy. (*Anon.* 1 Chit. 557.) But in a recent case, where an application was made to strike an attorney off the roll, on the ground of his having been convicted of a conspiracy, Parke, J. discharged the rule, as there did not appear to be any thing aggravated in the circumstances of the case; he said there was no instance of an attorney being struck off the roll, merely on the ground of his having been convicted of a conspiracy, without reference to the circumstances of the case; as it might in some instances be an offence of great enormity, and in others of very slight culpability. (*Anon.* 1 Dowl. 174.) Nor will the Court grant such an application, upon the ground of a verdict being obtained against an attorney in an action for a libel, however gross the libel may have been. (*Anon.* 2 Dowl. 110.)

"*Culpable malfeasance, as an attorney.*]—An attorney has been struck off the roll for signing a fictitious name to a demurrer, as and for the name of a barrister. (*Smith* v. *Matham*, 4 D. & R. 738.) Where an attorney, although without any corrupt or unworthy motive, prepared a special case, in order to take the opinion of the Court upon a will, and therein made suggestions which had no foundation in fact: the Court held that he was guilty of a contempt, and fined him 30*l.* for his offence. (*Re Elsam*, 3 B. & C. 597; but see now stat. 3 & 4 Wm. 4, c. 42, s. 45) Where an aged lady had obtained a judgment against the casual ejector, in ejectment for certain premises, and the attorney for the landlord afterwards called upon her, and, in the absence of her attorney, obtained her signature to a paper, whereby she agreed to abandon her judgment, and to allow the title to be fairly tried between her and the landlord: the Court, upon application, ordered the attorney to give up the instrument to the old lady, and obliged him to pay the costs. (*Re Oliver*, 4 Nev. & M. 471, 1 Har. & W. 79.) Where a promissory note for 200*l.* was given to an attorney, by the father of an articled clerk, as a premium, the attorney undertaking not to negotiate it for five years; at the end of eighteen months, however, the attorney and the articled clerk separated, it being found that, from the articles not being stamped at the beginning of the clerkship, the time thus served would not be reckoned in the five years; the attorney then negotiated the note, and the father was arrested upon it: upon application, Taunton, J. granted a rule requiring the attorney to take up the note, and ordered him to pay the costs of the application. (*Ex parte Gardner*, 2 Dowl. 520.) Where an attorney executed a bond from himself to a client, upon a wrong stamp, the Court, upon motion, compelled him to have a proper stamp put upon it. (*Gwilliam* v. *Barnet*, 2 Smith, 155.) Where an attorney acted on both sides, deluding the parties, and preventing them from having an interview, the Court set aside the proceedings, and made the attorney pay the costs. (*Berry* v. *Jenkins*, 3 Bing. 423.) Where an attorney, employed by his client to raise money upon mortgage, disclosed a defect in his client's title to the intended lender, whereby the client sustained an injury: the Court held that the client might maintain an action against him for the damage sustained from this breach of professional confidence, although the lender happened to be a client of his also. (*Taylor* v. *Blacklan*, 3 Bing. N. C. 235.) Where a defendant had been removed by *habeas* from Lincoln Castle to the King's Bench prison, and the plaintiff had been put to the expense of inquiring after six sets of bail, as to one of whom a false description had been given the Court ordered the defendant's attorney to pay the costs incurred by the plaintiff, although he swore that he had no personal knowledge of the misdescription or insufficiency of the bail. (*Blundell* v. *Blundell*, 5 B. & A. 533. 1 D. & R. 142.) Where an application was made to strike an attorney off the roll, for having hired sham bail in error, and it was referred to the prothonotary, who reported that the attorney did not actually hire the bail, but that enough appeared to shew that he was aware that the bail put in were hired bail: the Court said that, as the offence, of which he appeared to be guilty, was of a lighter character than that originally charged, they thought the justice of the case would be answered by making him pay all the costs occasioned by the proceedings. (*Dicas* v. *Warne*, 2 Dowl. 812; see *Clifford* v. *Parker*, 5 Dowl. 226.) Where the attorney of a plaintiff, upon being applied to for the address of his client, and not knowing it himself except from two letters he had received from him, the one dated from Bridport, the other from Lynn, incautiously gave the address 'Bridport,' and that being found to be wrong, he then gave the address 'Lynn,' which was also found erroneous; and because he had done thus, without first making proper inquiries as to the real address of the client, the Court, upon application, made him pay all the costs occasioned by his conduct. (See *Neal* v. *Holden*, 3 Dowl. 193.) Where, in putting in bail, a mistake was made in the christian name of one of the plaintiffs, and the plaintiff's attorney thereupon swore that there was no bail in that action, and moved that the defendant's attorney should pay the debt and costs in the action, for having caused the defendant to be superseded: the Court discharged the rule, with costs to be paid by the attorney who had so sworn. (*Clarke* v. *Gorman*, 3 Taunt. 492.) But the Court have refused to make an attorney answer the matters of an affidavit, where the charge against him was, that he had brought several *qui tam* actions against a party, evidently from vindictive motives. (*Smith* v. *Gillett*, 3 Dowl. 364; S. C. *nom. Ex parte Warren*, 1 Har. & W. 113.) So, the Court refused a similar rule, where the only charge against the attorney was, that the client, having petitioned the Insolvent Court, handed over money to him by his advice, and upon his assurance that there was nothing wrong in doing so, and the client was afterwards remanded for having done so. (*Smith* v. *Tower*, 2 Dowl. 673.) So the Court have refused to require a defendant's attorney to disclose by what authority he pleaded a sham plea. (*Merrington* v. *A'Beckett*, 2 B. & C. 81.)

"*Gross negligence or ignorance, &c.*]—Where the business done by an attorney turns out to be wholly useless to the client, whether arising from gross ignorance or gross negligence on the part of the attorney, or from inadvertence or inexperience only, this will be a good defence to an action by the attorney for the amount of his costs. (*Hill* v. *Featherstonhaugh*, 7 Bing. 569.) And where an attorney, being instructed by an administratrix to bring an action against a tenant for rent, brought *assumpsit* for use and occupation, without previously inquiring whether the holding was or was not by deed; and upon its afterwards appearing to have been by deed, he was obliged to discontinue the action of *assumpsit*, and commence another action; and in taxing his bill as between him and his client, the Master allowed him the costs in both actions; the court ordered the Master to review his taxation, leaving the attorney to bring his action for the other costs, if he would. (*Cliffe* v. *Prosser*, 2 Dowl. 21; and see *Montriou* v. *Jefferys*, 1 Ry. & M. 317.) And where a fine was left imperfect, through the negligence of an attorney, the Court of Common Pleas ordered a new one to be levied at his expense. (*Stone* v. *Stone*, 4 Taunt. 601.)

"And not only will the attorney be deprived of costs, for proceedings thus rendered useless by his negligence, &c. but in all cases where the client has sustained damage, through the gross negligence or gross ignorance of his attorney, he may maintain an action against the attorney for his damages (see

Jones v. *Lewis*, 9 Dowl. 143); or if the negligence or ignorance can be plainly and clearly made out, but not otherwise (per Tindal, C. J. in *Meggs* v. *Binns*, *infra*), the Court, upon summary application, will oblige the attorney to indemnify the client. Where a cause, which was meant to be defended, was called on and tried as an undefended cause, in consequence of the defendant's attorney neglecting to deliver his briefs, the Court, upon application, granted a new trial, but compelled the defendant's attorney to pay the costs as between attorney and client, out of his own pocket. (*De Roufigny* v. *Peale*, 3 Taunt. 484, and see *White* v. *Sandell*, 3 Dowl. 798.) But where it did not appear clearly from the affidavits that the attorney was guilty of negligence, the Court refused to interfere thus in a summary way, although the client had sustained damage. (*Meggs* v. *Binns*, 2 Bing. N.C. 625, 2 Hodg. 10.) And where the injury to the client arises from a mere mistake of the attorney, upon a point of law on which a reasonable doubt may be entertained, the client cannot maintain any action for it (*Kemp* v. *Burt*, 1 Nev. and M. 262), nor will the Court interfere in a summary way upon motion (*Barker* v. *Butler*, 2 W. Bl. 780), nor will it prevent the attorney recovering the amount of his costs against his client. (*Bulmer*, *et. al*. v. *Gilman*, *et al.* 11 Law J. 174, cp. *Elkington* v. *Holland*, 1 Dowl N. C. 643.) Where a client applied for a rule against his attorney to deliver up certain letters which he had written to him, to enable him to maintain an action against him for negligence, the Court refused it, saying there was no precedent for such an application. (*Lewis* v. *Briggs*, 2 Hodg. 4.)

"*Culpable nonfeazance.*] When an attorney has received money for his client, and refuses or neglects to pay it over, the client may either maintain an action against him for it (see *Sibley* v. *Leicester*, 2 Dowl. 231), or the Court, upon application, will compel him to pay it over (subject, of course, to his lien), provided he be an attorney of the Court. (*Sharp* v. *Hawker*, 3 Bing. N.C. 66.) But they will not require him to pay interest upon it. (*Fenn* v. *Wild*, 1 Dowl. 498; *ex parte Corpus Christi College*, 6 Taunt. 105; but see *Ex parte Burgin*, 1 Dowl. N.C. 292.) And where an attorney, employed by both the vendor and purchaser of certain property, received the purchase money, and neglected to pay it over; and he afterwards became a bankrupt and obtained his certificate: the Court held that as no fraud upon his part part had been stated, they would not interfere; if fraud, indeed, had been stated, they might have punished him for it, by making him pay over the money. (*Re Bonner*, 1 Nev. & M. 555.) And where the attorney of a trustee induced him and the *cestui que* trust to allow him to sell out the trust money, which was in the funds, saying that he could obtain a higher interest by investing it upon mortgage; but instead of obtaining a mortgage, he applied it to his own purposes: after upwards of a year had passed without his investing the money, the Court, upon application, ordered him to re-invest the money in the funds on or before a certain day, and to pay the costs; but a fiat in bankruptcy issued against him on the day next after that so appointed, upon which he obtained his certificate: upon an application to the Court for an attachment, it was urged for the attorney, that as the claim was clearly barred by his certificate, the Court would not interfere; but the Court held that as the party was in contempt before the bankruptcy, and as fraud appeared clearly upon the face of the whole transaction, they would defeat the fraud by issuing the attachment. (*Re Newbury*, 5 Nev. & M. 419, 1 Har. & W. 575.) But the Court will not interfere, if the client's right depend upon an alleged agreement between him and his attorney, and the right be contested by the attorney (*Hodson* v. *Terrall*, 9 Dowl. 264); nor will they interfere, except upon the application of the client (*Re Fenton*, 5 Nev. & M. 239; 1 Har. & W. 310); nor will they interfere, unless the attorney's engagement or liability arise from his employment as as an attorney. (*Re Chitty*, 2 Dowl. 421, 533; *Ex parte Faith*, 9 Id. 973; *Ex parte Cowie*, 3 Dowl. 600; *Cocks* v. *Harman*, 6 East, 404; *Re Lord Cardross*, 7 Dowl. 861.) Where, indeed, an attorney was employed by A, an administrator, to get in the debts, &c. due to the deceased, the Court, after A's death, ordered the attorney to account to his executors, although he had never been employed by A or his executors, to conduct any suit in law or in equity on his or their behalf; but the Court held that the employment in this case was so connected with the attorney's professional character, as to afford a fair presumption that his employment was in consequence of that character, and that they would therefore interfere in a summary way, to compel him faithfully to execute the trust reposed in him. (*Re Aitkin*, 4 B. & A. 47; *Ex parte Knight*, 1 Bing. 91; *Ex parte Corpus Christi College*, 6 Taunt. 105; *Ex parte Hall*. 7 Moore, 437.) But the Courts at present seem rather disinclined to interfere to the extent of this case of *Re Aitkin*, and at all events, it may be deemed the very utmost extent to which they will go. And it is quite clear that where the transaction has no reference to the professional character of the attorney, the Court will not interfere in this summary way; and therefore where an attorney advanced 10*l*. upon a deposit of bills of exchange to the amount of 25*l*. and he afterwards received the amount of the bills, Patteson, J. refused a rule to make him pay over the balance. (*Ex parte Schwalbanker*, [illegible] Dowl. 182.) Where a rule called upon an attorney to furnish an account of moneys received by him, and he furnished one, it was holden to be no ground for moving for an attachment against him, that he had omitted in the account sums which the party alleged that he had received. (*Ex parte Laurence*, 2 Dowl. 230.)

"*The motion, &c.*] A motion against an attorney, to shew cause why he should not be struck off the roll, or for a rule calling upon him to answer the matters of an affidavit, must be made by counsel; the Court will not allow any other person to address them upon the subject. (*Ex parte Pitt*, 5 B. & Ad. 1077, 2 Dowl. 439, 3 Nev. & M. 566.) This application is always made to the Court, and never to a judge at chambers; so is the motion for an attachment. But an application that an attorney pay over money or the like, if it be made in a cause, is usually made to a judge at chambers; but if there be no cause in court, the application must be made to the Court. (*Ex parte Hugos*, 1 Dowl. 495.) It must be made to that court of which the party is an attorney (see *Evans* v. *P*——, 2 Wils. 282); and the affidavit must state that he is an attorney of that court. (*Re Becke*, 1 Har. & W. 117; *Ex parte Lord*, 1 Hodg. 195, but see *Ex parte King*, 3 Dowl. 41; *Ex parte Hore*, Id. 600; *Sharp* v. *Hawker*, 5 Dowl. 186; and see *Re Williams*, Id. 236.)

"The motion must be made within a reasonable time after the commission of the offence or other misconduct complained of: and therefore where the application was not made until three years and a half after the attorney was admitted, and the misconduct complained of occurred before his admission, the Court refused the rule (*Re* , gent. 2 B. & Ad. 766); and even where only three Terms had elapsed, the application was holden to be too late. (*Garry* v. *Wilks*, 2 Dowl. 649.) Also, we have seen (*ante*, p. 45, *n*. (*k*), that any application to strike an attorney off the roll, for any defect in his articles of clerkship, or in the registry thereof, or in his service under such articles, or in his admission and enrolment, must be made within twelve months from the time of his admission and enrolment. (6 & 7 Vict. c 73, s. 29.) It may be necessary to mention that a rule nisi that an attorney shall answer the matters of an affidavit, cannot be moved for on the last day of term (*Re Turner*, 1 Har. & W. 217, 3 Dowl. 557; *Baily* v *Jones*, 1 Chit. 744), and in the Exchequer, the Court require it to be made so early in the Term, that the attorney may have time to shew cause against it during the same Term. (*Ex parte* ——, 2 Dowl. 227.)

"The form of the motion may readily be collected, from what has been already stated (*ante*, p. 91, &c.), where we have considered in what cases, and how, the Courts will punish an attorney for misconduct. Where the misconduct arises from not doing something which the attorney was required to do by a rule of court, or a judge's order made a rule of court, the application must be for an attachment, and not that the attorney shall answer the matters of the affidavit. (*Ex parte Townley*, 3 Dowl. 39; *Ex parte Grant*, Id. 320.) And you cannot move for the rule nisi in the alternative, that he do a certain act, or that an attachment shall issue against him; but you must first move that he do the act, and make that rule absolute; and if the attorney afterwards disobey the rule, move for an attachment. (*Roscoe* v. *Hardman*, 5 Dowl. 157, 2 Har. & W. 118.) But where a rule was made absolute, that an attorney should do a certain act, and that if he did not do so, an attachment should issue against him: it was holden that, upon the usual affidavit of his having disobeyed the rule, the attachment might issue in the first instance. (*Ex parte Grant*, 3 Dowl. 320.)

"The affidavit in support of the application may be intituled in the cause in which the misconduct arose, if in fact it arose in any cause (*Symes* v *Gibbs*, 6 Dowl. 310); if it did not, it may or may not be in tituled in the matter of the attorney. If it do not state the misconduct directly and positively, it must state, not merely facts from which it may be inferred, but also the information and belief of the party that the attorney is guilty of the misconduct the deponent imputes to him. (*Re King*, 3 Nev. & M. 716.) As to the affidavit in answer, where the party swore to an incredible story, the Court made the rule absolute for an attachment, although he positively denied the malpractices imputed to him. (*Re Crossley*, 6 T. R. 701.)

"If the rule be made absolute against the attorney he will be obliged to pay the costs as a matter of course. If, on the other hand, there appear to be no ground for the application, the rule will be discharged with costs. But if there appear to be reasonable and probable cause for applying to the Court against the attorney, although it eventually turn out that there is no actual ground for imputing misconduct to him, the court will not give him the costs of the application. (*Doe* dem. *Thwaites* v. *Roe*, 3 D. & R. 226.)

"If the matter be referred to the Master, he is not confined to the affidavits made use of in court, but may receive any other affidavits the parties may choose to make, on either side. (*Dicas* v. *Warne*, 2 Dowl. 812.)

"If the attorney be struck off the rolls of one court, the other courts, upon application, and upon merely reading the rule in that case, will also make the same order, without further investigating the circumstances of the case (*Ex parte Yates*, 1 Dowl. 724, C. P. R. M. 1654, but see *Re Smith*, 1 Brod. & B. 522; *Ex parte Hague*, 3 Brod. & B. 257, Dax, 29); and if afterwards re-admitted by the Court which first struck him off, the other Courts, upon application, and upon reading the rule for his re-admission, will also order him to be re-admitted. (*Ex parte Yates*, *supra*. See *Ex parte Parry*, 5 Dowl. 81.)

"*Striking an attorney off the roll, at his own request.*]—If an attorney wish to be struck off the roll, for the purpose of being called to the bar, or the like, the Court, upon application, will make an order accordingly, upon his stating by affidavit that no proceedings are pending against him as attorney, and that he expects none. (See *Ex parte Gray*, 9 Dowl. 336.)

"AGENTS TO ATTORNEYS.

"*Their duties, &c.*]—Country attorneys usually have agents to transact such parts of their business as must be done in London. Both, of course, must be attorneys, regularly admitted, and duly certificated. The agent for the plaintiff's attorney sues out the writ, and his indorsement upon it, makes him known to the opposite party; the agent for the defendant's attorney enters a common appearance, and thereby becomes known to the plaintiff's agent; after which, all the proceedings in the cause, to issue and notice of trial inclusive, are transacted between the agents, precisely as if they were the only attorneys in the cause. The plaintiff's agent makes up the nisi prius record, sues out jury process, and transmits them to the country attorney, if the cause is to be tried in the country. Notice of trial or inquiry, and of continuance of inquiry, shall be given in town; but countermand of notice of trial or inquiry may be given in either town or country, unless otherwise ordered by the court or a judge. (R. G. H. 2 W. 4, s. 57, and see *Cheslyn* v. *Pearce*, 1 Mees. & W. 56.) And after the cause is tried, the agent in town obtains the *postea* from the associate, procures the costs to be taxed, sues out execution, and transmits it to the country attorney, or to the under-sheriff of the county where it is to be executed, or delivers it to the under-sheriff's agent in London.

"If the trial be in London or Westminster, the country attorney seldom attends it, unless it be a cause of considerable importance, or that his presence be necessary as a witness, or the like: and it is accordingly holden to be a matter of discretion with the Master, whether he will allow for such attendance in costs or not. (*Parsloe* v. *Foy*, 2 Dowl. 181.) So, if the trial be in the country, the London agent seldom attends it, unless it be a cause of great magnitude; in which case, the attendance of such agent, intimately acquainted, as he must be, with all the proceedings in the cause, may be of serious importance to the client.

"But although the London agents have thus the management of the cause until trial, and afterwards until execution, there is no privity whatever between them and the clients. If an agent be guilty of negligence, and the attorney's client thereby sustain an injury, the client cannot sue him, nor will the Court entertain any application against him, upon the part of the client, for there is no privity between them; the client's remedy in such a case is against his own attorney. (*Ex parte Jones*, 2 Dowl. 161, and see *Gray* v. *Kirby*, *id*. 601.) So, the agent cannot sue the client, for the amount of his costs, in any particular cause. Nor has he a general lien on the money or papers of the client in his hands for any balance due to him by the country attorney; he can claim merely to the extent of his agency costs in the client's suit. (*White* v. *Royal Exchange Assurance*, 1 Bing. 21, and see *Moody* v. *Spencer*, 2 D. & R. 6; *Bray* v. *Hine*, 5 Price, 203.) But he has the ordinary lien of an attorney for his general balance, upon the papers or money of his own client, the country attorney, which may at any time come into his hands. (*Taunton* v. *Goforth*, 6 D. & R. 384, and see *Gray* v. *Kirby*, 2 Dowl. 601.)

"Their bills may now be referred to the Master for taxation, in precisely the same manner as the bills of any other attorneys.

"Where, in a country cause, notice of trial was given, but no further proceedings were taken for seven years, when the defendant obtained a rule *nisi* for judgment as in case of a nonsuit, and served it upon the agent in town; the agent knew nothing of the plaintiff; he had been agent to his attorney, but had ceased to be so; and the country attorney had left his place of residence, and the agent did not know where he was to be found: this being stated to the Court, by affidavit, on the part of the agent, the Court enlarged the rule, so as to give time to the defendant to serve it upon some other person. (*Curtis* v. *Tabram*, 1 Har. & W. 523.)"

(*To be concluded in our next.*)

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

The Consol Market has been buoyant during the past week, and prices at present seem inclined to advance. On Thursday, at one time, Consols touched 99⅞; they now shew 99⅝ to ¾ for money and the account. The other stocks are the New Three-and-a-Half per Cents. 103¼, the last price being 103⅛ to ¼; Exchequer Bills, 71s. to 73s. premium; Bank Stock for Account, 201.

In foreign securities the chief feature is a decline of 1 per cent. in Spanish Bonds. Prices appear to have re-acted slightly in Madrid, but the immediate cause here of the decline is a continued series of sales of the Three per Cents. which are last quoted 36¼ to ⅜, being a further fall of nearly 1½ per cent. The Active Bonds have also suffered considerably, their last quotation being 26¼ to ⅜. The other foreign bonds may be generally written flat, having been in some degree affected by the state of the Spanish Market. Spanish Active Bonds, 26¼ to ½; the Three per Cents. 36¼ to ½; Deferred, 15¾ to ⅞; Passive, 6⅜ to 7; Peruvian, 30½ to 1½; Portuguese Converted, 46 to 7; Mexican, 36⅞ to 7; Deferred, 16⅝ to ⅞; Danish, 86½ to 7½ ex div.; Dutch Two-and-a-Half per Cents. 61 to ½; Dutch Fives, 100 to ½; Belgian, 104 to 5; Brazilian, 80 to 81; Buenos Ayres, 37 to 8; Chilian, 102 to 4; Colombian, ex Venezuela, 14 to ½.

There has been no particular change in the Share Market since our last report. There is little animation in the dealings, and prices shew no decided tendency for change, whether for advance or decline. The following quotations are the latest.—London and Birmingham, 234 to 6; New Quarter Shares, 28 to 9; New Thirds, 39½ to 40½; South Western, 83 to 4; Eighths, 3⅞ to 4⅛ prem.; London and Brighton, 43⅞ to 4⅛ per share; New, 11⅜ to ½; Blackwall, 6⅛ to ⅜; Greenwich, 5 to ½; Croydon, 16⅝ to ⅞; Manchester and Leeds, 111 to 113; New, 47½ to 8½; Quarter Shares, 2¼ to ¾; Manchester and Birmingham, 48½ to 49½; Birmingham and Derby, 61 to 3; Thirds, 20 to 1; Eighths, 4¼ to ½; Midland Counties, 90 to 2; North Midland, 91 to 3; Edinburgh and Glasgow, 65 to 6; New, 16 to ½; Great Western, 109 to 10; Half Shares, 69 to 70; Fifth, 18¾ to 19; South Eastern, 35 to ½; Northern and Eastern, 57 to 8; Eastern Counties, 11⅞ to 12⅛; New Registered, 13⅝ to ⅞; Perpetual Five per Cents. 1 to ½ prem.; Birmingham and Gloucester, 94 to 6 per share; Hull and Selby, 59½ to 60½; Bristol and Exeter, 71 to 2; Paris and Orleans, 36 to ¼; Paris and Rouen, 36⅞ to 7; Rouen and Havre, 7½ to 8 prem.; Caledonian, 7½ per share; Dublin and Cashel, 5⅞ to ⅞; Lancaster and Carlisle, 7¼; Norwich and Brandon, 7¼ to ⅜.

In Joint Stock Banks—London and Westminster, 23½.

In Mines—Santiago de Cuba, 8⅞.

EXTENSIVE PURCHASE BY A SHROPSHIRE COMPANY.—The vast property belonging to the bankrupt estate of Messrs. Harford, Davies, and Co. consisting of the Ebbw Vale and Sirhowy Iron Works, were on Monday last purchased by certain partners in the Colebrook Dale Company, who come into possession in the week ensuing. The purchase money is 216,000*l.* Upon the property upwards of 6,000 persons are located, and the total extent of land is upwards of 2,800 acres. In consequence of this fortunate arrangement, the creditors of Messrs. Harford, Davies, and Co. anticipate that a dividend of 14s. or 15s. in the pound will be immediately paid them.—*Shrewsbury News.*

Public Sales.

By Messrs. FAREBROTHER, CLARK, and LYE, at Garraway's.

The rectory of the parish of Capel, with the nomination to the curacy thereof, between Dorking and Horsham, Surrey, with the tithe commutation rent-charge of 610*l.* per annum, arising from 4,143 acres of arable, pasture, and wood land; also the parsonage farm-house, garden, and stabling, comprising in the whole 58a. 1r. 22p. the tithes of which are merged; the land-tax of the whole estate is redeemed—9,900*l.*

A freehold villa residence, situate at Scot's-hill, Rickmansworth, Hertfordshire, with offices, coach-house, stabling, lawn, pleasure grounds, gardens, and paddock of land, the whole 7a. 12p.; let at 100 guineas per annum—2,810*l.*

A detached villa residence, seated upon a pleasing eminence, surrounded by its well-disposed grounds in lawn, paddock, and garden, and commanding extensive views of Moor Park, Rickmansworth Park, and extending into Buckinghamshire. The meadow in front, containing 1a. 0r. 27p. is copyhold, and the residence and buildings and the residue of the estate are partly freehold, and partly leasehold for 1000 years, from Lady-day, 1653, at a peppercorn—800*l.*

A freehold detached residence, standing within its own grounds, containing about two acres, disposed in lawn, orchard, garden, and pleasure-ground, with paddock, &c.; let at 55*l.* per annum; situate near the preceding lot.—1,000*l.*

Three freehold cottages, with small gardens, situate near the above; let at 19*l.* 11s per annum—190*l.*

A freehold estate and farm, situate near the above, with farm-house, garden, orchard, and 21a. 2r. 4p. of arable and pasture land The land-tax is redeemed, but the estate is subject to rents amounting to 10s. 4d. per annum; the timber to be taken at a valuation—1,740*l.*

By Mr. PEISLEY.

A leasehold estate, held under the Crown, comprising six houses, Nos. 21, 22, and 23, Cumberland-market, and Nos. 12, 13, and 14, Cumberland-street, producing a rental of 266*l.* per annum; held for 81 years from April 1844, at a ground rent of 24*l.* per annum—2,350*l.*

A freehold estate, comprising about 103 acres of good land, with a cottage, and garden of about an acre; large stack-yard, stabling, and buildings, situated at Frimley, near Bagshot, Surrey—1,200*l.*

By Messrs. KEMP, at the Mart.

Two houses Nos. 60 and 61, Barclay-street, Somers'-town, let at 54*l.* per annum; held for 78 years from June 1842, at a ground-rent of 10*l.* 10s per annum—420*l.*

A house and shop, No 70, Ossulston-street, Somers'-town, let at 30*l.*; held for 72 years and 5 months from Christmas, 1811, at 8*l.* per annum 175*l.*

An improved rental of 23*l.* 6s. per annum for 62 years, arising from No 45½, Hastings-street, Burton-crescent, and two cottages in the rear—[illegible]

Four residences, Nos 14, 15, 16, and 17, Barclay-street, Somers'-town, let at 100*l.* per annum; held for 68 years from Christmas, 1814, at a ground-rent of 12*l.* 10s. per annum—840*l.*

By Messrs. HUMPHREYS and WALLEN.

Two houses, Nos. 11 and 12 Victoria-street, Homerton, held for 80 years from Christmas, 1842, at 1*l.* 10s per annum—150*l.*

A house, No. 35, Henry-street, Portland-town: held for 74 years from Lady-day, 1843, at a ground-rent of 3*l.* 10s. per annum—150*l.*

A ditto, No 34—140*l.*

A ditto, No 33—160*l.*

An improved annual rental of 6*l.* a year, for the residue of a term of 30 years, from Sept 1836—95*l.*

By Mr. FULLER.

A leasehold estate, comprising the spacious manufacturing premises situate at the corner of Brook street, New-road, St. Pancras, for many years known as the engine works of Messrs. Braithwaite and Milner, together with two houses Nos. 1 and 2, Bath-place New-road, let at rents amounting to 361*l.* 6d.; held for 42¼ years, at ground-rents amounting to 10*l.* 10s. per annum—3,480*l.*

A net income of 47*l.* 18s. per annum for 42¼ years, arising from No. 4, Bath-place—580*l.*

The iron steam-boat Locomotive, 41 9-10ths tons register, built in 1812, by Ditchburn and Mare, with water-tight bulk-heads, fitted with a pair of engines equal to 25-horse power; length 104 feet 6 inches, beam 11 feet 4 inches, draws about 26 inches—690*l.*

By Mr. THOMAS ASHTON.

The iron steam-boat Prince Albert, 290 tons (o.m.) built in 1842, is propelled by two engines of 30-horse power, upon an improved construction by Messrs. Braithwaite, Milner, and Co., with tubular boilers: the saloons of this beautiful vessel were fitted up in June last with great taste and at considerable expense. Length between perpendiculars, 155 feet, beam, 19 feet 6 inches; depth, 10 feet. saloons, 36 feet each; ladies' cabin, 16 feet; engine-room, 26 feet 6 inches; *draws 4 feet 9 inches with her fuel on board.* The biddings commenced at 3,000*l.*; they were very spirited. The hammer fell at 3,750*l.*

Four hundred shares in the Watermen's Steam Packet Company, 2*l.* per share paid, in 20 lots, produced from 37s. 6d. to 39s. per share.

Thirty-two half shares in the Diamond Steam Packet Company, 3*l.* 10s. per share paid—2*l.* per share.

By Messrs. FOSTER and SON, at the Mart.

A residence, No 3, Brill-crescent, Somers Town, let at 30*l.* per annum; held for 40 years, from Sept. 1843, at a ground-rent of 4*l.* 4s. per annum—190*l.*

A ditto, No. 4, let at 24*l.*; held for the same term as the preceding lot—165*l.*

A ditto, No. 5, let at 28*l.* per annum—195*l.*

A ditto, No. 6—180*l.*

A ditto, No. 7—180*l.*

A ditto, No. 8—185*l.*

A house, No. 16, in the Polygon, Somers Town, let at 28*l.*; held for 46⅝ years, at 6*l.* per annum—185*l.*

A house, No. 20, Phœnix-street, Somers Town; held for 39½ years, free of rent—185*l.*

A house, No. 21, Phœnix-street, containing seven rooms, together with a piece of ground at the back; held for 39½ years, free of rent—278*l.*

The lease of a house, shop, and premises, No. 33, North Audley-street, Grosvenor-square; held for 18½ years, at 110*l.* per annum; the fixtures are included—180*l.*

By Messrs. BULLOCK, at the Mart.

A residence, No. 10, Wellington-terrace, St. John's Wood; held for 67½ years, at a ground-rent of 9*l.* per annum—sold for 610*l.*

By Messrs. BLAKE, at Garraway's.

The freehold and interesting property called New Farm, situate at Mason's-hill, near the town of Bromley, Kent, late the property of Edward Cranfield, Esq. deceased, comprising a modern residence or cottage ornée, with nearly 200 acres of arable, meadow, and wood land, with ample and well-constructed agricultural buildings, and a locality affording the utmost facility of a game preserve, lying within the parishes of Bromley, Beckenham, and Hayes, in all of which the rates are low—9,060*l.*

By Mr. GEORGE ROBINSON, at the Mart.

Two villa residences, Nos. 20 and 21, Abbey-road, St. John's Wood; held for 95 years from Midsummer 1842, at a ground-rent of 15*l.* per annum—609*l.*

A house, No 8, Fortess-terrace, Kentish Town, let at 65*l.* per annum; held for 83 years from March 1830, at 12*l.* per annum—540*l.*

A house, No. 22, St. Paul's-terrace, Camden Town, let at 35*l.* per annum; held for 73¼ years from Lady-day, 1826, at 7*l.* per annum—280*l.*

Two houses, Nos. 24 and 25, Stamford-street, Lisson-grove, let at 50*l.* per annum; held for 74½ years from Michaelmas, 1817, at 32*l.* per annum—70*l.*

By Mr. GARDINER, at Garraway's.

A freehold residence, No. 15, Wilson-street, Finsbury-square; let at 84*l.* per annum 1,102*l.* 10s.

A freehold estate, situate in Princes-square, at the rear of the preceding lot, comprising a range of workshops and manufacturing premises, occupying a frontage of 80 feet, by a depth of 40 feet, let at 65*l.* per annum, the land-tax is redeemed—970*l.*

By Mr. J. F. HEATH.

A leasehold house and premises, No. 35, Hunter-street, Brunswick-square; held for the remainder of a term of 98¾ years from Midsummer, 1809, at the ground-rent of 22*l.* per annum—320*l.*

By Messrs. WARLTERS, LOVEJOY, and SON.

The lease of the Horse and Groom public-house, situate on the east side of Great Portland-street; held for 12 years, at 70*l.* per annum 580*l.*

The Pitt's Head public-house, in Paddington-street, St. Marylebone, held for 35 years, at 80*l.* per annum—3,300*l.*

The lease of the Spread Eagle public-house, in the Kingsland-road, near Shoreditch Church, held for 58½ years, at 60 guineas per annum—68*l.*

By Mr F. CHINNOCK.

A villa residence, known as No. 15, Paradise Cottages, Islington, let at 35*l.* held for 73 years, at 5*l.* per annum—305*l.*

A ditto, No. 14—290*l.*

A ditto, No. 13—290*l.*

A ditto, No. 12—295*l.*

A ditto, No. 11—295*l.*

Two houses, Nos. 3 and 4, Swanscombe-place, Shepherd's Bush; held for 98 years, at a ground-rent of 9*l.* per annum—215*l.*

Three ditto, Nos. 5, 6, and 7—290*l.*

A house and baker's shop, No. 56, Clifton-street and Swanscombe-place; held for 97 years, at 1*l.* 10s. per annum—241*l.*

A house and shop, No. 42, King's-road, Chelsea, let at 85*l.* per annum; held for 31 years from March, 1839, at 30*l.* per annum—210*l.*

A ditto, No. 41, held for the same term, at 25*l.* per annum—250*l.*

A ditto, No 40, held for the same term, at 35*l.* per annum—350*l.*

A freehold house, No. 12, Denzell-street, Clare-market—400*l.*

A ditto, No. 2—405*l.*

A house, No. 15, Mornington-place, Hampstead-road; held for 46 years, at 30*l.* per annum—180*l.*

By Mr. GEORGE ROBINS, at the Mart.

A residence, No. 16, Orchard-street, Oxford-street, let at 115*l.* 10s. per annum; held for 17¾ years, at 10*l.* per annum ground-rent, the landlord's fixtures are included—sold for 940 guineas.

A ditto, No. 17, let at 100*l.* per annum; held for the same term, at a ground-rent of 10*l.* per annum—sold for 800 guineas.

A freehold house, No. 8, Cleveland-row, of the annual value of 100*l.*—sold for 1,500 guineas.

A freehold residence, Cleveland-square, St James's, and has recently been fitted up by the talented artist to the Queen Dowager for Joseph Gould, Esq., who, in consequence of his vast and clever outlay, has a lease, approaching 21 years, at 100*l.* a year—2,320 guineas.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 2s. 6d.]

BIRTHS.

SHADWELL.—On Wednesday, the 3rd instant, in Nottingham-place, the lady of Lancelot Shadwell, esq. of a son.

MARRIAGES.

BURGESS, John Hugh, esq. of Lincoln's-inn, only surviving son of the late Edward Burgess, esq. of Waltham-abbey, Essex, to Augusta Sarah, daughter of Thomas Dumayne, esq. of Milford Haven, on the 28th ult. at Steynton.

NEEDHAM, Joseph, of the Middle Temple, esq. to Jane, eldest daughter of Major Fraser, of the Regent's-park, on the 30th ult, at the parish church of, Saint Marylebone.

POLLOCK, Frederick, eldest son of Sir Frederick Pollock, M.P. Her Majesty's Attorney-General, to Julia, daughter of the Rev. H. Creed, and niece of the Right Hon. J. C. Herries, on Saturday, the 30th ult. at Sevenoaks church.

WALROND, William James, of Barking and Ilford, Essex, and Size-lane, London, solicitor, only son of John Walrond, esq. of Barking, to Eliza Bell, daughter of George Cox, esq. of Size-lane aforesaid, solicitor, on the 4th inst. at St. Stephen's, Walbrook.

DEATHS.

SANGER, Louisa Elizabeth, wife of William Sanger, esq. solicitor, 4, Essex-court, Temple, on the 2nd inst.

SMITHSON, Charles, esq. solicitor, of Old Malton Abbey, Yorkshire, and late of Southampton-buildings, Chancery-lane, London, on Saturday, the 30th ult. aged 40.

THE REPORTS.

The following are the names of gentlemen who favour the Law Times with the Reports:—

PRIVY COUNCIL by Henry R. Dearsly, Esq., of the Middle Temple, Barrister-at-Law.

HOUSE of LORDS by Henry R. Dearsly, Esq., of the Middle Temple, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by Richard Griffiths Welford, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by George Goldsmith, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. Macaulay, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by Henry Baker, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by Chas. G. Prideaux, Esq., of Lincoln's Inn, Barrister-at-Law.

The COURT of COMMON PLEAS by Henry Tindal Atkinson, Esq., of the Middle Temple Barrister-at Law.

The COURT of EXCHEQUER by James A. Foot, Esq. of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. Saunders, Esq., of the Middle Temple Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. Foot, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by John W. Bittleston, Esq., of the Middle Temple.

ADMIRALTY COURT by John W. Bittleston, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. Angus Homes, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. Robinson, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by James A. Foot, Esq., of the Middle Temple, Barrister-at-Law

WESTERN CIRCUIT, by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law; and Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by Edw W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by Wm. St. Leger Babington, LL.D., Barrister-at Law

N.B.—The names of the reporters of such important points as may arise [illegible] will be announced as the arrangements for such are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Friday, March 15.

Ex parte Holland.

Act 56 Geo. 3, c. 60—Unclaimed dividends—Costs of recovering stock transferred to the commissioners for the reduction of the national debt.

In this matter a petition had been presented under the Act 56 Geo. 3, c. 60, to confirm the Master's report that a sum of 1,400l. stock, which had been transferred to the Commissioners for the reduction of the national debt, belonged to the petitioner. There were twenty years' dividends unclaimed, and the fund belonged to a lunatic, which accounted, in some degree, for the non-claim. The petitioner had traced his title, and Vice-Chancellor Knight Bruce had made the order for re-transferring the stock, with the dividends received thereon, but without the dividends upon the dividends which had been accumulated by the commissioners. A question then arose as to the costs of the Attorney-General and the commissioners upon the petition, and the Vice-Chancellor thought that it was unjust to charge the petitioner's fund with those costs, as he would only receive simple interest, the Government retaining the accumulations. The petition, however, prayed that all costs might be paid out of the fund. The matter now came before the Lord Chancellor.

***Lloyd*, for the petitioner.**

The Lord Chancellor.—You say that as the Government has received an advantage from the possession of this fund of the petitioner, he ought not now to pay out of his own fund the costs of the public officers upon this petition. The Government certainly gets a great benefit from the transaction, and it is only reasonable that the costs should fall on the general fund. The public has no right, ever,* through the Act of Parliament under which the fund is transferred. The party has only simple interest, while the accumulations go to the public. That is a great benefit, and it is reasonable that the Government should pay costs, which is only a deduction from its profits.

Wray, for the Attorney-General, cited a MS. case, *Ex parte Laferte*, in which the Vice-Chancellor, on the 22nd April, 1837, ordered the transfer of fund to petitioner on payment of the Attorney-General's and the commissioners' costs; and in *Ex parte Ram* (3 Mylne & Cr. Reports, 25) and MS. an order was made by the Vice-Chancellor on the 11th April, 1837, by which such a fund was directed to be transferred to the administratrix of the survivor of two persons in whose names the stock had been standing. Upon appeal, Lord Cottenham, C. reversed the order, upon the ground that those parties were merely trustees of the fund, and an inquiry was directed before the Master, when the person beneficially entitled was discovered, and the fund subsequently ordered to be paid to the administratrix as a trustee for such person. Lord Cottenham then caused an inquiry to be made as to the Attorney-General's costs, and he found that it had been the general practice to pay such costs out of the fund. The order was accordingly so made.

The Lord Chancellor.—I am informed the practice has only lately grown up; but it appears that, though Lord Cottenham was struck with the justice of the petitioner's claim, he decided against him after a deliberate inquiry into the practice. If the Bank of England, which but for the Act of Parliament would have retained the dividends, had refused to transfer the stock, and the petitioner had been compelled to come here he would not have had to pay costs. The Government is an enormously paid trustee. I will, however, see whether the practice, as stated by Mr. Wray, has been universal, and how Lord Cottenham acted in *Ex parte Ram*.

Wednesday, March 20.—The Lord Chancellor.—I have made inquiry into the practice, and I find that the rule has been, without an exception, to direct the costs to be paid out of the fund of the party. The transfer has arisen from his own laches, and it is, after all, only a part of the costs he has to pay. I do not think myself justified in departing from the course which has been universal, and which was always followed by Lord Eldon. The costs of the Attorney General and the commissioners, as between party and party, must be paid out of the fund.

March 27, 28, 30.

Lord Harborough v. Wartnaby and Others.

Practice—Production of papers before Master, and on trial at bar—Four-day order—Irregularity—Seal-day.

The plaintiff had, on the 22nd of March, instant, obtained an order that one of the defendants, Douglas, should produce on oath before the Master, certain documents in his possession, within four days after personal service of the order, or stand committed.

Wakefield now moved that such order might be discharged for irregularity, because it was not made upon the seal-day. He cited *Saxby* v. *Saxby* (7 Simon's Reports, 140); *Sharpe* v. *Ashton* (2 Vesey and Beames' Reports, 412; 2 Smith's Chancery Practice, 128); *Anonymous* (2 Maddock's Reports, 213, 3 Daniell's Chancery Practice, 250); *Ferrers* v. *Fisher* (May 1836, 1 Keen, 144 n.).

Anderdon and *Malins*, in support of the order, produced the Master's certificate of the defendant's default, and asked that the order might be delivered out to the serjeant-at-arms. (2 Daniell's Chancery Practice, 811, 813; *Parsons* v. *Parsons*, in Seton on Decrees, 421.)

Wakefield, in reply.

The Lord Chancellor.—The plaintiff might always have obtained the order at the Rolls.

Wakefield.—The warrant must be signed by the Lord Chancellor.

The Lord Chancellor.—The fees on obtaining the order here are larger than at the Rolls, but the practice has always been to disallow the larger fees on taxation.

Wakefield.—The secretary at the Rolls will not draw up the order; the serjeant-at-arms draws up the order. (*Brierley* v. *Walmesly* 1 Keen's Reports, 144; *Earl of Chesterfield* v. *Bond*, 2 Beavan's Reports, 266; 10th order in Chancery of December 1833.)

The Lord Chancellor.—If it is the established practice not to make the order, except on a seal-day, I cannot depart from it in this particular case. I will consult the other branches of the Court.

Friday, March 29.—The Lord Chancellor said, *Sharp* v. *Ashton* is an authority so far, that a motion required to be made on the seal-day cannot be made on any continuation of the seal-day, unless the party was prepared to make it on the seal-day. **No reliance can be placed on the case said to have been decided by Lord Hardwicke; the decision was made many years ago, and the point was never fully brought before the Court. The practice has since been laid down in *Sharp* v. *Ashton*. The question is, whether this rule has been departed from. The cases referred to in the argument were all decided under peculiar circumstances. The question has been agitated on motions for the common injunction** and there is a close analogy between such cases and the present. How have those cases been decided, and on what grounds? There it was held that a motion of course could be made any day out of Term, not a seal day. This decision was made on the ground that it was within the principle of one of the new orders. In 1836, the same question was before Lord Cottenham in *Ferrers* v. *Fisher*, but it was not necessary to decide it in that case, because the party had, by his own conduct, precluded himself from taking advantage of any irregularity. It again came under the consideration of the Master of the Rolls, in *Lord Chesterfield* v. *Bond*, and it is necessary to consider the grounds of that decision. That case did not proceed upon any general order, but on an analogy to a common injunction, and on the ground of public convenience. The Master of the Rolls was of opinion that the principle might be extended to the case then before him, and such a motion made on any day out of Term. This departure from the general rule, I think, warrants me in saying that both by analogy and on the ground of public convenience, the rule may be extended to this case. The practice, then, in future, will be, that a motion of course may be made on any day out of Term, though not a seal-day. The question, then, is, how to dispose of the present case? I must refuse the motion, but not with costs, as there is no decided case. It is to be considered that the order, when obtained, was mentioned to Vice-Chancellor Knight Bruce, who thought the motion ought to be acceded to, but that it would be better to apply to me. This application was made, and I certainly was of the same opinion.

Saturday, March 30.—The Lord Chancellor again said the rule had been so far broken in upon, that he thought it better to put an end to it.

Malins.—The defendant has now produced some papers, but the plaintiff's advisers had not had an opportunity of inspecting them; the order, therefore, should be suspended, not discharged.

The Lord Chancellor.—The order shall not be discharged till you have ascertained that all the necessary documents are produced.

Wakefield asked that the order should be discharged.

Malins.—The decree is for taking the accounts, &c. and the parties were directed "to produce before the Master, upon oath, all deeds, documents, court rolls, &c. in their custody or power, relating to the matters in the cause." The affidavit of the defendant states, that he has "produced all the copies of court roll papers, &c. relating to the manors of Market Harborough and Great Bowden, mentioned in the pleadings of this cause." The Master, by his summons, dated the 12th of March, had directed the defendant to produce all the documents, &c. mentioned in the second schedule to his answer, and all other documents, &c. in his custody or power relating to the matters in question in the cause.

The Lord Chancellor.—The affidavit is not sufficient. If doubtful, I must either refer it to the Master or decide upon it. I do not think the affidavit sufficient. I will suspend the order. The object is to have the documents produced on the coming trial at law, and I will take care that object shall be effected. Notice must be given of a motion either to discharge the order or to remove the suspension.

Malins afterwards, in a later part of the day, stated that the defendant had left a box in the Master's office, the key of which had been delivered to the Master, with a direction not to permit it to be opened. Application had been made to the defendant's London agents, who had also refused to permit the box to be opened.

The Lord Chancellor.—Then the Master the box should be opened, and the plaintiff must have an opportunity of inspecting its contents; the Master is to be at liberty to direct his clerk to attend at the trial and produce such of the documents as the plaintiff may require to have produced.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Monday, March 11.

Griffiths v. Gale.

New Wills Act—Construction of—Testamentary appointment.

The 33rd section of the 7 Wm. 4 & 1 Vict. c. 26, called the New Wills Act, provides, "that where any person, being a child or other issue of the testator, to whom any real or personal estate shall be devised or bequeathed, for any estate or interest not determinable at or before the death of such person, shall die in the lifetime of the testator, leaving issue; and any such issue of such person shall be living at the time of the death of the testator, such devise or bequest shall not lapse, but shall take effect as if the death of such person had happened immediately after the death of the testator, unless a contrary intention shall appear."

Held, that this does not extend to a testamentary appointment.

By a certain instrument, power was given to a female to appoint a fund by deed or will unto and amongst all and every, or one or more, of her children; the deed creating the power also directed that the fund, or so much thereof as should not be appointed, should be given, in default of appointment, to all the children as tenants in common. The donee of the power, by her will, appointed a share of the fund to one of her children, who died in her lifetime, leaving several children, who survived the testatrix. A petition was therefore presented by the representative of the deceased child. The question for consideration on behalf of the petitioner was, whether, taking the 1st section of the above Act with the 33rd section, the appointment made by the lady under her will was not a good appointment in favour of her grandchildren, notwithstanding the appointee died in her lifetime. The first section declares "that the word 'will' shall extend to a testament, and to a codicil, and to an *appointment* by *will*, or by writing in the nature of a will *in exercise of a power*:" and by the 33rd section it is enacted, "that in case such person shall die in the lifetime of the testator, leaving issue who shall be living at the time of the death of the testator, such demise or bequest *shall not lapse, &c.*"

Bethel, for the petitioner.

Symons, for the other parties.

His Honour the VICE-CHANCELLOR observed that the words made use of in the 33rd section are "devised and bequeathed," and that, strictly speaking, although the exercise of a power is directed to be made by will, yet the property subject to the power is neither *devised* nor *bequeathed*, and that the word "lapse" is, properly speaking, only applicable to a gift by will, and the clause in the section was not, therefore, intended to refer to a *testamentary appointment*. His Honour, moreover, thought that it could not have been the intention of the Legislature to interfere with the rights of parties whom the donor of the power had pointed out to be beneficially interested in default of appointment.

Petition dismissed.

Feb. 17 and March 14.

CURSON *v.* BELWORTHY.

Inadequacy of consideration - Fraud - Notwithstanding an estate may have been purchased for a sum of money far inferior to its full value, and in order to sustain a bill to set aside the conveyance a n[illegible] ber of allegations of fraud are brought forward on the plaintiff's behalf, the Court has no jurisdiction, unless the facts contained in those allegations are fully proved, to interfere to set aside such conveyance when once complete.

Bethel and *Wilcock*, for the plaintiff.

Stewart and *Shapter*, for the defendant.

This was a bill filed for setting aside the conveyance of an estate alleged to have been obtained by the defendant through fraud from the plaintiff, a poor man, and of weak intellect and perfectly illiterate; the defendant being represented as a farmer in tolerable circumstances.

It appeared that the estate in question, situate in South Tawton, in the county of Devon, was devised by the grandfather of plaintiff to his father in tail male, and was subject to a mortgage thereon of 120*l.* and interest to one Sanders, of North Tawton, in the same county; and that the plaintiff's father died on 19th Sept. 1840, leaving the plaintiff, his eldest son and heir male, him surviving.

On the plaintiff's part it was stated that, during his father's life, in May 1838, he (plaintiff), believing that he had a contingent interest in the above-mentioned estate, and being in great distress and ignorant of its value, the fee-simple whereof in the last-mentioned year being worth between 500*l.* and 600*l.*, entered into a negotiation with the defendant for the purpose of selling him his contingent interest for the sum of 40*l.*, whereupon they went together to Messrs. Medland and Francis, defendant's solicitors, living at Crediton, in order that there might be an agreement for the sale thereof prepared by Mr. Medland: that at different times afterwards the defendant advanced plaintiff several small sums of money, amounting in the whole to about 13*l.*, as on account of the proposed purchase, and after having made such advances, the defendant induced plaintiff to accompany him to the office of Messrs. Medland and Francis, for the purpose, as he believed, of executing a transfer or contract for the sale of plaintiff's interest, and he then set his mark to a paper writing which had been prepared by Mr. Francis by the direction of defendant, which paper he believed to be some agreement for the sale of his contingent interest in his estate. Other small sums were afterwards advanced to him by defendant, amounting to about 20*l.*, on account, as plaintiff supposed, of the above-mentioned purchase-money of 40*l.* the defendant, at the same time, promising to pay the remaining 20*l.* on the death of plaintiff's father: that after the funeral of his father, one John Vanstone met the defendant, and told him that he was going to hire the farm of the plaintiff, whereupon the defendant remarked that the estate was his, the defendant's, and that he had bought it more than three years previous. On the 24th Sept. 1840 plaintiff accompanied defendant to the office of Messrs. Medland and Francis, when the latter wrote out an instrument, to which he afterwards set his mark, and, upon so doing, the paper was read to both defendant and plaintiff, the same being a contract for sale by plaintiff of the said estate for 40*l.*; to which he, believing it to be in pursuance of the paper which he had formerly signed by the direction of Mr. Medland, set his mark, and it was then finally arranged that the plaintiff should call again to convey the estate to defendant on the 3rd of October then next after. This meeting, however, did not take place till the 10th, when the mortgage, with interest thereon, amounting to 126*l.* was paid by defendant to Sanders, the mortgagee, and the sum of 15*l.* 10s. was handed over to plaintiff, whereupon he executed the deed of conveyance of the estate in fee-simple to defendant, by setting his mark thereunto, and the defendant shortly after entered into possession.

It was, moreover, stated that since the execution of the conveyance the plaintiff discovered that the paper signed by him in 1838, which he then believed to be a contract to sell his then contingent interest, was in reality a bond to secure the repayment of the 20*l.* which he had borrowed; and that under such impression the plaintiff was induced by the defendant to execute the contract of the 24th of September, 1840, also the conveyance of the 10th of October following; and, in order to prevent the plaintiff being aware of the true nature of the instrument, the defendant never called upon him to pay any interest that might be due thereon; also, that the execution of the bond was procured, not only for the purpose of inducing plaintiff to believe that he had entered into a contract for the sale of his interest in the said estate, but also for the purpose of recovering from him the 20*l.* in case the plaintiff should further sell or dispose of his estate; and that the real contract which was made for the sale of the estate was the contract so fraudulently procured by the defendant, after the estate had become absolutely vested in the plaintiff as tenant in tail in possession, and when he was labouring under an impression that he was bound by a supposed contract entered into when his interest was merely contingent.

For the defendant, it was argued that the contract was *bonâ fide*, and that the estate when he so purchased it was in a ruinous condition, and greatly out of repair; and that, after the execution of the deed of conveyance, and deducting from the purchase-money of 160*l.* the sum of 126*l.* principal and interest, due to Sanders, and the sum of 18*l.* 10s. due from plaintiff to defendant, the balance of 15*l.* 10s. was handed over to plaintiff, and the bond in question was cancelled and retained in Mr. Medland's possession by the desire of the plaintiff himself, and that he was well aware of the nature thereof when he executed it in 1838. It was also contended that the sum of 160*l.* was the full value of the estate, and that the sum of 34*l.* was the full value of the equity of redemption, considering that he (the defendant) had to pay the costs of preparing the abstract of title, and the charges of his own attorney for barring the estate tail, and for copies of documents to accompany the title, and taking the chances of the plaintiff's mother's title to dower in the estate. Moreover, that the deed of conveyance was read over and explained to plaintiff, and he fully understood the nature and purport thereof; and that, at the request of plaintiff's wife, the defendant gave up all interest upon the bond.

Cases cited: *Griffiths* v. *Spratley* (1 Cox, 383); *Underhill* v. *Harrod* (10 Ves. 219)

JUDGMENT.

March 14.—The VICE-CHANCELLOR.—The case on this bill is fraud. It is true, the estate was not sold for its value; and it is admitted that inadequacy of consideration is not in itself sufficient to set aside a conveyance when once completed; therefore allegations of fraud have been brought forward on behalf of the plaintiff, for the purpose of sustaining the bill; and the question is, whether these charges have been sufficiently made out by the evidence. The proof of the plaintiff being a weak-minded man is not sustained by sufficient evidence on his part. It is then alleged, for the purpose of shewing fraud, that the defendant induced the plaintiff to believe that he had entered into a contract to sell the estate before he really came into possession of it, when he executed the bond. I am of opinion that this is not at all made out by the testimony of witnesses. As to the evidence of the conversation, especially that part of it which relates to the defendant's having said, respecting the purchase, "I have done a good trick," considering the station in life of the parties, this might merely mean that he had made a good bargain. The gist of the case is, that the conversation occurred on the morning after the funeral. Vanstone says, that on coming from the funeral defendant told him that he had bought the property, and yet it appears that Vanstone went to the plaintiff the next morning for the purpose of renting the estate of him. Samuel Curson, the brother of plaintiff, in his evidence, says, he considered that the bond was produced in order that it might be mistaken for an agreement; but he does not venture to say that the defendant so represented it, or that any one considered it. There is no evidence of the defendant having misled the plaintiff; on the contrary, there exists distinct evidence that the parties knew well what they were doing. Both parties consulted Mr. Medland, and he rightly informed them of the state of the case. So far, therefore, from its being a matter of fraud, there appears, in the interview with Medland and Francis, to have been the greatest fairness. As to the conversation on coming from the funeral, Belworthy the younger, and Cann, two of the witnesses, say none such occurred. But suppose there had been; the parties went to Medland, their rights were fully explained and understood, and afterwards the conveyance was deliberately executed; and so far from plaintiff being deceived into a supposition that he was settling for full value, he and his wife, upon the occasion of completing the purchase, admitted that the defendant had made a good bargain, and got some allowance made on the strength of it. Upon the whole, I rather consider this as a case, *not* of *Curson* v. *Belworthy*, but of *Wreford* (plaintiff's attorney) v. *Medland* and *Francis*; and since the allegations of fraud have not been sustained by the evidence, I dismiss the bill with costs.

ROLLS COURT.

Thursday, March 28.

NICHOLLS *v.* MARTINEZ.

Bills of exchange —Injunction—Floating balance.

A trading firm being indebted to A B, draws a bill on C D, who accepts it, payable to A B: the bill coming to maturity, is renewed at the request of C D, and a mortgage security is also given some time after, with a power of sale, business transactions continuing all the time between the firm and A B, and C D asking for no account, nor referring to any particular sum as covered by the securities successively given. Held, that C D has no equity to obtain an injunction to stay proceedings at law on the bills and the exercise of the power of sale, on the ground that the securities were only intended to cover the original debt, and did not extend to the floating balance.

This was a motion for an injunction to restrain the defendants from exercising a power of sale contained in a mortgage deed, and from bringing actions at law against the plaintiff, Frank Nicholls, in respect of a mortgage security and upon certain bills of exchange, and from negotiating or otherwise parting with such bills. It appeared that Claridge and Co. being indebted to Martinez and Co. the latter required to be furnished with security for the due payment of the debt; and Claridge and Co. having applied to the plaintiff, he consented to accommodate them with his acceptance. Accordingly, a bill was drawn upon and accepted by the plaintiff payable to Martinez and Co. which, being delivered by the plaintiff to Claridge and Co. they deposited with the defendants as security for their debt. The bill was drawn on the 30th Sept. 1841, for 2,000*l.* payable at twelve months; and on its becoming due was, at the request of the defendant, renewed in October 1842 by another bill of the same amount, which became due in June 1843. In April 1843 another bill for a like sum was accepted by the plaintiff, and in June following, Claridge and Co. not being prepared to take up either of the two bills, the plaintiff mortgaged certain lands in Oxfordshire for the amount to the defendants, with a power of sale in case of non-payment on the 9th of April, 1844. Claridge and Co.'s affairs becoming much embarrassed, a deed of conveyance of their estate and effects to a trustee for the creditors was prepared, and the defendants were requested by the plaintiffs to sign it, which they did. It appeared that at the time they did so, they endeavoured to prevail upon the plaintiff to execute a memorandum on the mortgage-deed, to the effect that it should stand as a security for all monies which should be due from Claridge and Co. not exceeding 4,000*l.* and that the plaintiff stipulated that all the defendants' rights as to him should remain, though they should sign the composition deed. Under these circumstances the defendants insisted they had a right to recover from the estate of Claridge and Co. all they could, and come upon the plaintiff for the remainder, to the extent of 4,000*l.* the debt to defendants from Claridge and Co. being 7,500*l.* The plaintiff, on the other hand, maintained that he was surety only for the sum due at the time the original bill was given, or at most only for such sum as might be due at the time the last of the securities was given; and that he was entitled to set off a proportionate part of whatever sum was recovered by the defendants against the 4,000*l.* No account was ever asked during the course of the transactions, nor was there any evidence of any understanding between the parties as to the extent of liability. It was after the last of the securities was given, and after the execution of the trust deed, that the question of the floating balance on the one hand and a fixed sum on the other arose. It was suggested that in the subsequent transactions payments might have been

made to the extent of 4,000*l.* and that the plaintiff's liability was therefore discharged, on the principle of appropriating the first payments to the first debts, but there was no evidence that such was the fact, or that there was any payment at all. Under these circumstances, the plaintiff now moved for an injunction.

Tinney, *Kindersley*, and *Forster*, for the plaintiff.—The securities were given to secure a particular balance due from Claridge and Co. in September, 1841, or at most the sum due when the last of them was given; and in the course of dealings the whole may have been paid off. Besides, a surety who has had no consideration is favoured, and the necessity for an account is a sufficient ground of equity to enable us to obtain a footing here. We never proposed to do more than secure a particular sum, and did not at all contemplate a floating balance. The mortgage-deed itself shews that; for it is expressly in consideration of the two bills for 2,000*l.* each, and has no reference to a continuing security. The irreparable mischief which will ensue from the sale of the estate by those who have no interest in making the most of it is another ground for an injunction. We are willing to pay the money or the rents of the estate into court, but that is quite useless, the object of such a step being as a security, and the estate being here an abundant security itself.

Teed and *Rolt*, contrà.—There was no account ever sought by the plaintiff, nor any understanding come to between the parties during the transactions. At the time of the trust-deed being signed by the defendants, there was an express stipulation that their rights as against the plaintiff should continue; so that this was more than a mere acceptance. After the execution of the deed, a question then, for the first time, arose, as to the liability of the plaintiff, who insisted that he was entitled to the dividends on 4,000*l.* of the 7,500*l.* in which Claridge and Co. were indebted to the defendants. As to the security being itself sufficient, that is not so; for, to commercial men the use of the money is much more advantageous than any interest, however well secured. Besides, they ask by their motion not merely to restrain the exercise of the power of sale in the mortgage-deed, but for the common injunction not to proceed at law, and not to negotiate the bills. (*Pease* v. *Hirst*, 10 Bar. and Cr. 122.)

Tinney, in reply.

The Master of the Rolls.—The plaintiff has offered to pay the money into court, and is willing that a receiver may be appointed; and if that offer were embraced, I should be glad to accede to it; but, if not, I must make an order. The bill states two equities: first, that the bills of exchange were only given to secure the sums due at the date of those bills; and, secondly, that in respect of so much of the debt of 7,500*l.* as is paid by the plaintiff as surety, he has a right to receive dividends from the estate of Claridge and Co. to a proportionate extent. The facts as to the several securities are not disputed; but the plaintiff insists that they were given only to secure the sums then due, and that all subsequent payments were to be set off in reduction of that debt. After the securities were given there were many subsequent transactions; and the argument is that a total or partial payment is to be inferred, though it is not alleged by the bill now proved: I asked this particularly to prevent discussion, having for its object to induce me to infer what the party himself has not shewn or alleged. It is not material now, however, to examine that point, though, if it were, I should do so before disposing of the matter. At the renewal of the bill of Sept. 1841, does the plaintiff say any thing of intermediate transactions, or of the reduction of the balance as he now suggests; or does he do so again when he gave the mortgage security? No such thing! No account is taken; no balance ascertained, but the acceptance and security are still for the original sums, not the reduced amounts. We must look at the facts, not the representations as to what was the understanding. The motion must be refused, with costs.

Monday, March 18.

Ridgway v. Woodhouse.

Will—Construction—Vested interest subject to be divested—Void condition.

A testator, by his will, gave an estate for life or during widowhood, to his wife, in the rents, issues, and profits of certain real estates, and by a codicil to his will, declared that "in case the sister of his wife should, during the lifetime or widowhood of his wife, reside with, or dwell in the house or place of residence of his wife, or become part of her family, then, for each and every day" she should so reside, the trustees were to retain out of the rents, &c. 100l. and pay the same to a dispensary, for its own use:—Held, that the life estate is not liable to be divested by non-compliance with the terms of the codicil, and that the condition is void.

Quære, would it make any difference if the gift over were such as the law would permit to take effect?

This suit was instituted by the plaintiff, Mrs. Ridgway, widow of the late Joseph Ridgway, of Ridgmont, Lancashire, against W. Woodhouse and J. Maugnall, the trustees and executors of his will, for the administration of his estate. The bill prayed that the will and codicil thereto might be established, the accounts taken, &c. &c., the trustees (Woodhouse and Maugnall) restrained from acting under the trusts of the will, and that a receiver should be appointed.

The testator, by his will, dated February 13, 1841, devised and bequeathed his freehold, copyhold, and personal estate to his trustees, on the trusts therein mentioned, and directed (*inter alia*) that they should pay certain legacies which he gave to charitable institutions out of his personal estate, and he expressly exempted the assets liable thereto from payment of his debts. He then gave to his wife the use of all the wine and the like articles of consumption which should be found in his house at his death, with a power, if unmarried, to dispose of them by will. He also gave her the use of all diamonds, china, plate, &c. during her widowhood; but if she should marry, then these were to fall into his residuary estate, and were at all events to do so at her death. The testator then gave an annuity of 400*l.* a year to a Mrs. Harrison, with a condition attached to the gift exactly such as that in the codicil to his will respecting his wife; and he devised his real estate in aid of his personal estate. The testator then directed that the residue of his personal estate, after payment of his debts and legacies, &c. should be laid out in real estate, and then devised all his real estate (including that directed to be purchased) to his trustees and their heirs, during the life of his wife or until she should marry again, upon trust to receive the rents and profits, and pay the charges of keeping the estates, &c. in repair, and of effecting insurances, and then to pay the residue of the rents, issues, and profits to his wife if she should so long continue his widow, and after her decease or marriage, then to the use of his nephew, John Ridgway. By a codicil, dated November 22, 1841, the testator reciting that he had made provision for his wife, declared that, "in case the sister of his wife *should, during the lifetime and widowhood of his wife, reside with or dwell in the house or place of residence of his wife, or become part of her family, then for each and every day she should so reside with or dwell in the house or place of residence of his wife or become part of her family*," he (the testator) directed his trustees to retain from the rents, &c. given to her, the sum of 100*l.*, and when so retained, to pay the same to the Bolton Dispensary in aid of the funds of that institution.

The testator died on the 26th of February, 1842, and immediately on that event happening, and before the contents of the will were known, Mrs. Ridgway's sister came to her house and has remained there ever since. The executors undertook the trusts of the will, and notice was duly served on the Bolton Dispensary of the penalty having been incurred; but they put forward no claim, nor ever took any step in the matter. Under these circumstances, this suit became necessary, to determine Mrs. Ridgway's interest in the wine, &c. and also in the diamonds, &c.: but the principal question, and the only one discussed, was that regarding the 100*l.* penalty.

Kindersley, *Turner*, and *Chandless*, for the plaintiff, Mrs. Ridgway. The principal question to be decided at present is that respecting the penalty in the event of the plaintiff's sister coming to reside with her. The sister did, in fact, go to Mrs. Ridgway immediately on the death of her husband and before the condition in the will was known, and she has remained there ever since, awaiting the issue of this suit. There is no ground suggested as regards the character of the lady for the exclusion; it was mere caprice, and is contrary to the policy of the law. There is no case precisely like this, but on principle the condition is unlawful. Besides, the gift over to the charity cannot take effect, for the testator has directed the residue of his personal estate, if any, after payment of debts and legacies, to be invested in real estate; and though he has directed in a previous clause that the assets should be marshalled so as to throw the charitable legacies entirely on the personal estate, he has by his direction to invest in realty prevented the same course from being followed here. If, then, the plaintiff be visited with the penalty the heir-at-law of the testator will take, contrary to the intention of the testator, for it was taken away from the plaintiff only to be given to the charity. A conditional limitation and a condition are very different; and the latter is to be construed very strictly, and must fail if it cannot take effect as the testator intended. Besides, the codicil is void for uncertainty; it is impossible to define what is meant by "residing" with the plaintiff; and although there are several words used, they do not accurately define what is meant. They referred to Jarman on Wills, as to conditions *in terrorem* and gifts over; and cited *Fillingham* v. *Bromley* (1 Turner & Russel, 530); *Lloyd* v. *Branton* (3 Mer. 108).

Lowndes and *Elmsley*, for the executors and trustees, submitted to be guided as the Court under all the circumstances should direct.

Rolt, for the heir-at-law of the testator.

The Master of the Rolls having asked whether the Attorney-General had been made a party, and whether the Bolton Dispensary had disclaimed, was informed that the Attorney-General was not a party, and that the treasurer of the charity had refused to take any steps; his lordship then observed, that it was not clear that the treasurer was competent to disclaim. He considered the case a very singular one; there was nothing to prevent Mrs. Ridgway from visiting or being visited by her sister; nothing to prevent that intercourse and sisterly affection which should subsist between them; but the testator simply said, I do not choose to have such a person in my house or place. As to the charity taking the penalty, that was incidental; it was not for the benefit of the charity. The cases, as to conditions in restraint of marriage and the like, do not at all approach this;—and as no cases exactly in point had been cited, his lordship took time to consider.

Tuesday, April 2.—This day his lordship stated, that having considered, his opinion was in favour of the plaintiff; the acts were such as could not be done without the consent of the wife, and upon her the penalty was to fall. This penalty was a condition, which, after the wife's interest in the land had vested, rendered it liable to be divested, and as such deserved to be strictly construed. All the purposes intended by the testator would not take effect, nor could the circumstances in which the penalty was to take effect concur, and therefore it appeared to him that the condition was void. It was in the nature of a condition subsequent, and it was intended to divest an interest previously vested.

Nicol v. Fletcher.

Motion for leave to amend—Motion to dismiss for want of prosecution—13th order.

A motion by the plaintiff to amend the bill by adding parties, and a motion by the defendants to dismiss for want of prosecution, coming on together, the former granted, but the plaintiff to pay the costs of both motions, though the defendant had notice of his motion.

This was a motion by the plaintiffs for leave to amend their bill by making John Howell a defendant thereto; and it was met by a counter motion on the part of the defendants to dismiss for want of prosecution. The suit had been originally instituted by the owners of the York against the charterers; and Howell claimed to be interested in the freight. The bill was filed on the 24th Sept. 1842, and was afterwards twice amended. On the 29th April, 1843, the answer of these defendants (or of the person whom they represent, they being assignees of a bankrupt) was complete. On the 8th Nov. 1843, an answer was put in by Ellis and Everington two of the defendants; and it then turned out that Howell was their partner, and ought therefore to be made a party. The illness of another defendant, however, preventing his answer from being put in, nothing was done as to Howell at that time. On the 2nd March, 1844, this last answer was put in, and even then the plaintiffs did nothing till the 15th March, when a warrant was taken out for leave to amend, and on the 16th the Master, refusing to make an order, on the ground that he had no jurisdiction, and that a special application should, under the circumstances, be made to the Court, notice for that purpose was served on the defendants, and they were informed that they would be served with the amended bill, but not required to answer. In the meantime, however, on the 29th February, 1844, the defendants served notice on the plaintiffs that it was their intention to proceed with rigour, and to move to dismiss at the very earliest time they were permitted to do so by the practice of the Court. Accordingly, the two motions now came on together.

Stuart (with him *Walpole*) contended that the defendants' motion was strictly correct, that the administration of the bankrupt's estate was stopped by the bill, and that if amendment after amendment was allowed in this manner, the 13th order would be a dead letter. All that is said in the affidavit on the other side is, that Howell is a partner, but that can hardly be sufficient to deprive the defendants of their right to move to dismiss. Besides, the delay since November is quite enough to prevent the success of this motion. The plaintiff also has parted with his interest, having become bankrupt. [Here the counsel on the other side intimated that a supplemental bill was prepared, and would be filed next day.] He cited *Bartolacci* v. *Johnstone* (2 Hare, 632); *Lloyd* v. *Wait* (1 Myl. & Cr. 257).

Turner (with him *Calvert*) insisted that it was quite wrong for the defendants to give notice of motion, when they (the plaintiffs) had a right to amend. Besides, they could have effected the same thing on the application of the plaintiffs for leave to amend, as they could by their own motion. They have, therefore, caused a large addition to the costs. The plaintiffs first became acquainted with the fact of Howell being a partner in November, and the delay in making him a party arose from a wish to save expense, &c. having reason to expect some useful information from the answer of the defendant, whose illness prevented its being put in.

The Master of the Rolls stated the facts, and observed that he did not like the delay on the part of the plaintiffs after November, but it was accounted for from its being probably necessary, after getting in the answer of the other defendant, to add parties. This reason has not quite satisfied me; the delay is

not justifiable, but it is excusable. As to the costs, the motion to dismiss was undoubtedly not necessary for opposing the other motion, but I cannot conclude that defendants were to act as if leave to amend would be given, or that they must have certainly known that it would be given. The motion was not necessary, but they had a right to make it. The plaintiff must pay the costs of both motions.

ADMIRALTY COURT

Tuesday, March 12.

THE CHRISTINA.

In a case of collision, where it is alleged that the two vessels are steering in directly opposite courses, and are both close-hauled (which, on each tack, is impossible), the Trinity Masters, amidst the conflicting evidence, infer that one was not quite close to the wind, from the circumstance of her having a square sail set, and that the other was close hauled from her having reefed sails, and the former is condemned in the damage for not having given way, and likewise in the costs of the suit. The vessel causing the damage must always, except under very peculiar circumstances, be condemned in costs.

This was a suit by the owners of the schooner *Draper* (80 tons) against the owners of the schooner *Christina* (100 tons) to recover compensation for the damage sustained by their vessel in a collision between the two.

The collision occurred on the night of the 29th of November between Dungeness and the North Foreland. The *Christina*, laden with coals, was on her voyage to Rouen, and the *Draper*, with a cargo of general merchandize, was bound to Portsmouth from Exmouth. The facts connected with the accident are sufficiently set forth in the summing up. The evidence on every point was most contradictory. The *Draper* suffered so considerably that she sunk in a quarter of an hour, and the *Christina* was compelled to put into Ramsgate for repairs.

Addams and *Pratt*, for the owners of the *Draper*.

Dodson, Sir J. (Q. A.) and *Bayford*, for the *Christina*.

Dr. LUSHINGTON (addressing Capt. Wellbank and Capt. Farquharson, of the Trinity House).—Such was the state of the weather at the period of this collision, that we must inevitably come to the conclusion that it could not have been the effect of accident, but that great and serious blame must attach on the one side or on the other. The statement on behalf of each vessel just makes the wind to suit her own story. For instance, it being admitted that the *Draper's* course was E.N.E. she makes the wind N. and then she becomes close hauled. So on the other hand, the course of the *Christina* was W.S.W. and she makes the wind N.W. so she also is close-hauled. It is, however, an undoubted point in this case, that the *Christina* was sailing on the starboard tack, and the *Draper* on the larboard tack. If the *Christina* was close hauled, and the *Draper* was free, the *Draper* should have given way; if the *Draper* were close-hauled, and the *Christina* were free, then, on the contrary, the *Christina* should have given way. But there might be a third case possible, not according to the statements, but possible according to the circumstances, viz. supposing both the vessels were to blame, that the one was sailing a course W.S.W and the other E.N.E. and the wind instead of being, as it is said on the one side N.W. and on the other N. it was just two points between, then both would be sailing free; and if both were sailing free, then I conceive, according to your rules, they ought to pass to port of each other. The statement made on the part of the *Draper* is this—that she was sailing E.N.E. with afresh breeze. She saw a schooner two points on her lee bow, steering W.S.W.; that believing she would pass 100 fathoms to leeward, she kept her course; that the schooner *Christina* drew further to the W. and, finally, after having drawn further to the W. she held to the wind, and steered W.N.W. altering her course four points—altering her course, therefore, to the utmost extent that it was possible to do. According to this statement she came within six points of the wind, as stated by the *Draper* herself. For what possible reason could she have adopted this measure? When these two vessels came within sight of each other, the *Christina* saw the *Draper* as soon as the *Draper* saw her; and, indeed, if I were to trust to the statements made here, I should say that the *Draper* saw the *Christina* at first. On the part of the *Draper*, it is stated that she immediately hailed; that the hailing was in vain, and that they put the helm of the *Draper* hard a lee—that is, they starboarded her helm, not doing what they would have done if the two vessels had met each other free. It seems that the *Christina* struck the *Draper* in the midships. Now, the statement on the part of the *Christina* is, that having passed Dungeness about half-past eleven o'clock at night, and the wind having veered about eleven a little more to the W. standing on her course W.S.W. upon the starboard tack, the wind then blowing from the N.W. the master and some of the men keeping a good look-out, he saw a vessel on her lee bow two points, and the vessel was steering N.E. and by E.; that he kept his luff, expecting that the vessel would pass to larboard, by putting her helm to port. If the statement be true, he did perfectly right. He states that he hailed the vessel; that no notice being taken, he then put the *Christina's* helm a-port; that the helm of the other vessel was starboarded, and then he put his helm to starboard, in the hope of alleviating the effect of the collision, which then became inevitable. It has been said that the *Draper* had a square-sail set, and that this is a proof that the wind was free, and that if there had been a good look-out, this might have prevented her seeing the *Christina* so soon as she ought.

Captain Wellbank.—Is it denied, Sir, on the part of the *Draper*, that she had that sail set?

The COURT.—It is a fact not denied, and you will tell me what will be its effect. A second point noticed and much insisted upon is, that the *Christina* was sailing single reefed. Lastly, they state that, after the collision had taken place, and damage had occurred to the *Christina*, as well as destruction to the other vessel, the *Christina*, being unable to pursue her course, went to Ramsgate, and this is a proof that the wind could not have blown from the N. but in all probability somewhat to the W.

Captain Wellbank.—The statements in this case are so conflicting, that previously to our coming here we required the deputy-master to be with us, so that our judgment should be confirmed by his. We came to this determination—namely, that it was very difficult to reconcile the statements. Both vessels say they saw each other on the lee bow, steering in opposite directions, and that they were close-hauled. Now, in steering in two directly opposite courses, vessels cannot be close-hauled on each tack; they must be two points free, bringing the vessel within six points of the wind. But supposing that each had rather hauled in nearer the land—supposing they have not been precisely in E.N.E. and W.N.W. courses, then, with a very small angle, deviating a point only, the statements may be reconciled, the vessels may have been brought to bear on each other's lee bow. These vessels acknowledge that they saw each other—the one half a mile, the other a quarter of a mile distant. The *Draper* was on the larboard tack; she acknowledges that she had a square-sail set. That would shew that the wind was rather free for her; she would not be quite close to the wind. The *Christina* was on the starboard tack with reefed sails; that would imply that she was close-hauled. Therefore our opinion is, that the *Christina's* statement is borne out, and that no blame is to be attached to her.

The COURT.—I pronounce against the claim.

Sir *John Dodson*.—And give costs?

Addams.—3,500*l*. worth of property has gone to the bottom.

Dr. LUSHINGTON.—The question of costs has been present to my mind on many of these occasions, and I have sometimes felt the difficulty in determining the course I ought to pursue, not on account of any doubt I entertain in my own mind, but because I have reason to think that there has not been an uniform course of proceedings in these courts on the subject. It is evident that if there had been a cross action on this occasion, and the party proceeded against in this case had succeeded, according to the rule I have always followed, and which seems an inevitable rule under the circumstances, the present action would have been dismissed with costs, and the other vessel would have succeeded. It does seem to me a great anomaly, that where the party has not proceeded, though he may have received damage, but is merely proceeded against, that he should not have his costs. But it is a still greater anomaly, if one considers the subject a little more deeply, because what is the decision to which the Court must now come, and what is the opinion of the Trinity Masters? That the collision entirely arose from the neglect or mismanagement of those on board the vessel that has been lost. If this be so, upon what possible principle is it that the party proceeded against is not to have his costs? Can it be contended that where a party commences a suit, in order to compel another individual to indemnify him for that loss which he has occasioned by his own neglect or his own want of good seamanship, that that individual is to bear the burthen of the litigation conducted against him unsuccessfully? Again, upon another ground, I am inclined to come to the same opinion. The principle acted upon by Lord Cottenham, when Lord Chancellor, and adopted by the present Master of the Rolls, and other judges, who have given the greatest consideration to the subject of costs, is, that the party who fails in any suit or action, except under very peculiar circumstances indeed, calling for a departure from a general rule, should, not as a punishment, but as a matter of justice, indemnify the party whom he has sued, without sufficient ground in law and fact, for the expenses to which he has been put. These are the rules which, I confess, are entirely satisfactory to my mind, and though I exceedingly regret that I have to add to the loss of the owners and the burthen of the underwriters, yet as a matter of justice to the other party, to which I dare not shut my eyes, I am bound to give them their costs.

Bankrupt and Insolvent Courts.

COURT OF REVIEW.

Wednesday, April 3.

Ex parte TURNER and HENSMAN, *re* MARTIN.

Contempt—Costs—Notice of Motion.

In consequence of the order made by Sir George Rose in this bankruptcy against Mr. Van Sandau for contempt of Court (reported *antè*, vol. 2, p. 375), Mr. Van Sandau, on the 10th of February last, applied to the Court for a delay in the execution, which application was complied with. On the 14th of Feb. Mr. Van Sandau presented a petition for the discharge of the order, but the petition, which was heard on the 17th, was dismissed with costs. The order was accordingly executed, and on the 19th of Feb. Mr. Van Sandau being in custody under the order, presented a petition to be released, and he was accordingly released upon his submission and depositing the sum of 200*l*. on account of costs. Since his discharge, Mr. Van Sandau had commenced an action against Messrs. Turner and Hensman for this amount. This petition was accordingly presented for the purpose of restraining the respondent from the further prosecution of the action.

Swanston and *Simon*, for petitioners, cited *Ex parte Clarke* (1 R. & M. 563); *Aiton* v. *Heron* (2 M. & K. 390); *Re Weaver* (2 M. & C. 441); and *Blundell* v. *Gladstone* (9 Sim. 455).

Bagshawe and *Rolt*, for the respondent.

The CHIEF JUDGE.—It appears to me that the petition should stand over without prejudice until the issues of fact are joined.

Bagshawe and *Rolt* submitted that the petition should be immediately dismissed; but

The CHIEF JUDGE directed that the petition should stand over, without prejudice to any question, until after such issue or issues of fact, if any, which shall be joined in the action shall have been joined, or until further order, with liberty to apply.

Costs reserved.

Ex parte VAN SANDAU, *re* MARTIN.

This was a motion for the purpose of setting aside the certificates of taxation, by Mr. Vizard, of the costs to Messrs. Turner and Hensman, payable by Mr. Van Sandau under Sir George Rose's order; but as the notice of motion did not state the items which were objected to, the motion was directed to stand over, with liberty to amend or to present a petition.

Costs reserved.

Ex parte TURNER and HENSMAN, *re* MARTIN.

This was an application for the payment out of court to the petitioner of the sum of 200*l*., deposited by Mr. Van Sandau as security for the costs directed by Sir George Rose to be paid by him.

Swanston, Russell, and *Simon*, for the applicants, consented to limit the application to the sum of 150*l*.

Bagshawe and *Rolt*, for the respondents, objected to any portion of the sum being paid, until the retaxation of the costs, according to their previous application, and enumerated several of the objectionable items claimed by Messrs. Turner and Hensman.

The CHIEF JUDGE.—A person committed and in custody for a contempt, not for disobedience to an order, but on a question of a more general and serious nature, and also for the payment of the costs incurred, applies to be discharged from custody upon making what is usually called an apology. The Court makes the order, upon the party depositing with the officer of the Court the sum of 200*l*., to answer what upon taxation might appear to be the amount of costs. The applicant, according to these terms, obtains his discharge and deposits the money. No attempt is made to question any part of this order by appeal or otherwise. The costs, charges, and expenses on account of which this 200*l*. was deposited, have been taxed. The certificates are issued, and the party liable has made a motion upon them, but no irregularity is said to exist in the certificates, and it is not at all questioned that something is due. In this situation the party under this liability, himself a professional man, applies for a review of the taxation. No application is made to retax; but an application is made which no person acquainted with the forms of the Court could consider as one involving the retaxation, but as one supposing some vice or irregularity to exist in the certificates. Upon opening it, however, it appears to be an application for mere taxation. Perhaps the strictly right course for the Court to pursue would have been to refuse this application. However, it is allowed to stand over, with liberty to amend. There is, on the other hand, a regular motion to have this 200*l*. paid out of court. I then thought it reasonable to ask whether the party liable to pay would consent to the payment of some portion, as he must know the quantum for which he has a case for complaint. That offer, however, is declined, and it being admitted that something is due, and a refusal being given to state the sum alleged to be erroneous, the only course, in my opinion, but for the consent of the party moving, would have been to direct the whole sum to be paid, the party receiving the money undertaking to restore what might be con-

sidered erroneously allowed on taxation; but upon the consent of the parties, that sum is reduced to 150*l*. The counsel for the party liable have thought proper to enter into particulars, and I must say that I heard that part of the case, considering from whence it came, with some degree of surprise. Upon the consent, then, of Messrs. Turner and Hensman, let the sum of 150*l*. be paid to them on account, without prejudice to any question of taxation.

Costs reserved.

Ecclesiastical Courts.

PREROGATIVE COURT.

Thursday, March 14.

SYMONS *v.* TOZER.

Where a will, opposed to the constant declarations, and to the previous act of the deceased, is disputed on the ground of fraud and forgery, and those charges are not substantiated by evidence, the Court will be satisfied with the unshaken testimony of the two attesting witnesses as to the execution, and, upon their testimony alone, pronounce for the validity of the paper.

This is a matter of propounding in solemn form of law the last will of Mr. Jeremiah Symons, late of St. Mary Church, near Torquay, Devon, who died on the 7th of June, 1842, leaving personal property amounting to between 1,200*l*. and 1,500*l*.

The will now in dispute is propounded by the widow of the deceased, who is appointed sole executrix (and is almost universal legatee) under it. It bears date May 17, 1842.

The will is opposed on behalf of the minor children of Mrs. Tozer, niece and only next of kin of the deceased (who is benefited by a prior paper of September, 1837), on the alleged grounds of fraud and forgery.

The facts of the case will sufficiently appear from the judgment.

The argument was heard several terms back, and Judgment was now pronounced by

Sir H. J. FUST.—From the history of the deceased, it appears that he married his present widow in 1827, she being at the time a widow, with five children. That union was not attended with very great happiness to the parties; for it seems that in January of the following year they separated and lived apart until September, when a reconciliation took place, and cohabitation was resumed. The deceased appears to have been an excitable, irritable man, and was in the habit of using very violent language against his wife. Indeed, he often charged her with very grave offences; accused her of robbing him, of breaking open his boxes, and of mutilating a bond for 150*l*., which he had advanced to her before their marriage in 1825, by erasing the name of her brother, who was one of the sureties, whereby the bond was rendered invalid. On the other hand, very different seem to have been the feelings of the testator with regard to the other party in the cause. There is a great body of evidence brought forward to shew that he entertained a very great regard for Mrs. Tozer, his niece, and her family, to whom he had often declared that he should leave the bulk of his property; and he continued to manifest these sentiments up to May 1842, the very month in which the will was executed, for there is a letter from the deceased to Mrs. Tozer, bearing date the 6th of May of that same year. In the prior will of September 1837, he testified his regard to that family, and his intentions towards them, in a very unequivocal manner, by bequeathing the bulk of his property to trustees for the benefit of the children of Mr. and Mrs. Tozer, bequeathing to his wife only an annuity of 10*l*. during her life or widowhood; and he assigned in this will his reasons for the disposition, that he had advanced to his wife before marriage 150*l*. on a bond from herself and surety, which bond some evil-disposed person had cancelled, and upon which he had received neither principal nor interest; that he had in 1829 advanced to her family 100*l*. on a promissory note, of which he had received nothing; and as all his wife's property had been settled upon herself, he felt justified in bequeathing to her so limited a sum. Nothing can shew in a more decisive manner the intentions of the deceased, and the grounds upon which the first disposition of the testator's property was founded. This paper remained in the deceased's possession until the 19th of June, 1839, when he deposited it with one of the executors and trustees for safe custody, at the time of his removal from Plymouth to St. Mary Church; and this continued to be his will—at any rate, until the 17th of May, 1842. Up to that time there is no evidence of any change of intention; and the letters to Mrs. Tozer during that year, and even in the month of May, evince no diminution of regard. So far, therefore, as the feelings of the testator are concerned towards the opposing parties in the suit, the will now propounded receives no sort of support. The probability, therefore, is against it; and now the question is, whether that probability is rebutted by the evidence of the attesting witnesses in support of the paper, or is strengthened and confirmed by the testimony brought forward against it? The case set up in opposition to the paper is a very strong one, and very grave charges of fraud and of forgery are brought against the widow of the deceased. The witnesses in support of the plea containing them depose to a very minute detail of circumstances, which, if supported, can have very little doubt of the truth of the charge. But are they so supported? All these witnesses speak to "the desperate and horrid terms" on which the deceased lived with his wife, and say that he always used to characterize her as a "crafty and designing woman, up to every trick, and one who would deceive the very elect." With this description of her character, what charges do they proceed to bring against her? Charges so improbable that they cannot be credited without the strongest testimony. Can the Court believe that any woman, especially a very "cunning woman," would inform the intimate friends of Mr. Symons of her desire to break open his trunk and to abstract his papers? or that she would go to two attorneys, one after the other, who were perfect strangers to her, and propose the concoction of a will without the knowledge of the testator? No woman could be so foolish or so ignorant. Then as to the charge brought against Mrs. Symons, of her introducing the two attesting witnesses into her husband's house by stratagem, the evidence altogether fails to support it. There is a letter before the Court, written by the deceased, inviting Mrs. Susannah Symons, one of the subscribed witnesses, and the tone of the letter entirely overthrows the supposition that it was obtained from him, as is alleged, by the importunity of his wife. Indeed, there are several letters written by the deceased to Mrs. Susannah Symons, and they all evince very considerable regard for that lady. With regard to the other attesting witness, Leath, the accusation of stratagem is equally unsupported. Mrs. Susannah Symons, who is quite worthy of credit, proves that, at the dictation of the deceased himself, she wrote to him requesting his presence; and that it was he, and he alone, who wished Leath to come. The evidence on this charge, as on the others, is slight indeed, in comparison with the serious charges brought against Mrs. Symons. We now come to the execution of the paper itself; and, though the disposition contained in it may seem improbable, and inconsistent with the supposed feelings and previous acts of the deceased, yet, if it is a paper duly executed, and supported by adequate evidence, it is entitled to probate; and, certainly, the evidence is quite satisfactory. The two attesting witnesses give a clear and credible account of the transaction, and there is no ground on which their testimony can be impugned. The charges set up in opposition to the execution of the paper do not at all shake it. First, there is the story told by Mr. Cockerell, of Mrs. Symons having gone to him on the 19th of May, two days after the pretended execution of the paper, and having proposed to him the making of a will without the testator's knowledge; and certainly it this were true, the time at which it occurred would throw the greatest possible suspicion on the whole transaction. If a real will had been executed in Mrs. Symons's favour on the 17th, she would not want a false one on the 19th; but the Court cannot believe that account. It is another of those abominable stories to which allusion has already been made - so unnatural and improbable in themselves, that they demand the most conclusive testimony; and the character of Mr. Cockerell is not described as such as to remove the doubt which the very great improbability of the story excites. Secondly, there is a circumstance which naturally arouses suspicion with regard to the execution of this paper. In the instructions, the date is the 17th of June, 1842—quite an impossible date, for before that time the testator was dead, and in the will the execution appears to have taken place on the 17th of May. But does this circumstance render the evidence of the attesting witnesses quite unworthy of credit? I think not. It is difficult to conceive how this mistake can have originated, and it remains unexplained, but the credibility, at least, of one of the attesting witnesses is quite unaffected by it, who was no party to the paper of instructions. Then Mr. Pridham, a solicitor, who was employed by the deceased in preparing the will of 1837, has had interviews with the attesting witnesses since the deceased's death, and he speaks of their giving different accounts of the transaction. But Mr. Pridham has been employed by the solicitor of Mr. Tozer, and there is evidently much ill-will between the parties, and he does not desire to speak frankly. I do not think that his evidence materially shakes the credit due to the attesting witnesses. Again, it is suggested that the signature is not in the handwriting of the deceased: but the witnesses who expressed their belief that it is not the testator's writing enter into no particulars, merely state the bare fact, and give evidence, very weak indeed, in opposition to the testimony of those who swear that they saw him write it. Another, and a very serious charge, is, that the will produced to the mourners at the deceased's house, immediately after the funeral, is a very different will from that now before the Court; that these parties having forged one paper, have forged another; and in one case have committed two forgeries of one instrument. On this most grave charge, Mr. Appleton, the medical attendant of the deceased, has been produced, and he certainly expresses a very decided belief that the paper which he saw on the day of the deceased's funeral is not the paper now propounded—but he is the only witness (and a great part of his evidence is extra articulate) on a point on which other testimony might have been had—he speaks from one inspection of the will twelve months before, and though he may depose sincerely, his evidence is not convincing on so grave a charge. Besides, other facts shew how improbable—almost impossible it was. From the proceedings which have taken place in relation to this suit, the fraud must have been committed between the 1st and the 12th of June, 1843, and during that period the two attesting witnesses, Susannah Symons and Leath, are proved to have been—one at Devonport, and the other at Torquay. The Court cannot but think that this is the identical paper produced at the deceased's death, and there is nothing in the cause to overturn the strong and satisfactory evidence which supports the valid execution of the paper. There is no ground for imputing to Mrs. Symons the improper practices charged against her, and though the deceased previously entertained no great affection for her, it is not improbable that at the latter part of his life he should determine to atone for his previous injustice, and bequeath to her the bulk of his property. The evidence establishes that he has done so, and to Mrs. Symons, as executrix, the Court now decrees probate of the paper.

Harding applied for costs. The very grave charges brought against Mrs. Symons had been disproved and the parties making them ought to be condemned into costs.

The COURT, however, thought that the case was one which required investigation, and ordered the costs to be paid out of the estate.

TUCKWELL *v.* CORNICK.

Where a will is obtained from an old and infirm testatrix largely benefiting the drawer (an attorney), the Court requires strong evidence either as to instructions or execution; and in this case, where there is no proof of instructions from the deceased, or even of a knowledge of contents, and only weak evidence as to a bare act of execution, probate is refused.

Mrs. Sarah Cornick, widow, who died on the 17th of June, 1842, leaving personal property to the amount of about 500*l*. was the deceased in this cause.

A will, bearing date the 31st day of May, with a codicil dated 13th of June, 1842, within four days of the death of the deceased, is now propounded by Mr. Joseph Samuel Tuckwell, an attorney in London, as sole executor. The will bequeaths 20*l*. each to two grand-children of the testatrix (her next of kin), as an apprenticeship fee, and 20*l*. more when they shall attain the age of twenty-one years. Mr. Tuckwell has under it 5*l*. for mourning, 10*l*. for his trouble in the execution of the will, and the residue; and amongst the legatees are five brothers and sisters of Mr Tuckwell, who have 70*l*. between them. Besides the contingency of the children's death, Mr. Tuckwell would have about 100*l*. out of the 500*l*. The bequests to the grand-children were increased by the codicil which had been made in consequence of the interference of Mr. Wainwright, the nephew of the gentleman with whom the testatrix had lived as housekeeper. The deceased, at the time of the execution of the papers, was surrounded by Tuckwell, his sister, and family (the sister having formerly been her fellow-servant).

The will and codicil are opposed on behalf of the minor grand-children, on the ground that they were obtained from an old, imbecile woman, by undue influence exercised over her mind on the part of the drawer and his sister, who are largely benefited under them.

Phillimore, in favour of the will (Jan. 22).

White, contrà. (2 Law T. R. 336.)

Judgment was now pronounced by

Sir H. JENNER FUST.—The benefit which Tuckwell, the drawer, took under this will was a startling circumstance to begin with. It excited a suspicion against the paper. Was that suspicion removed by the other circumstances? No. The evidence of Mr. Wainwright proved that the will did not contain the intentions of the deceased; and the codicil was a mere attempt to prop up a will which could not stand by itself. As to the will, there was no proof that there were instructions for it from the deceased; and the evidence as to execution was very bare and unsatisfactory, and carried with it nothing to shew that the deceased had a knowledge of the contents of the will, or that she was perfectly conscious of the act she was doing. Then, as to the codicil, which had been made solely in consequence of the very proper interference of Mr. Wainwright in defence of the grand-children, the instructions were obtained by constant interrogatories and leading questions put into the ear of the deceased by parties interested. The fact was, that the testatrix had no power of individual action; she would do or say almost any thing demanded of her. The medical attendant deposed, that during the last month of her life she was in a state, if not comatose, lethargic and insensible. The will and codicil were

not the testamentary acts of the deceased, but of the party about her. Mr. Tuckwell seemed to be much respected by his employers, and, apart from this transaction, there was nothing reflecting upon his general character; but he had obtained a will in his own favour from a woman of advanced age, whose bodily and mental faculties were impaired, and had behaved in a very improper manner to Mr. Wainwright, when he communicated with the deceased and ascertained from her that the will did not contain her intentions. He had then induced the deceased to make a codicil a little more in unison with her own feelings; but neither paper had proceeded from her deliberate, uncontrolled will, and therefore neither were entitled to probate. *Probate refused.*

Circuit Reports.

WESTERN CIRCUIT.

SOMERSET LENT ASSIZES, 1844.

Taunton, Monday, April 1.

(Before Mr. Justice WIGHTMAN.)

REG. v. MANLEY.

Prisoner induced a child, of the age of nine years, to rob his father's till, and give him the money. On an indictment as principal, for this offence, it is a question for the jury whether the child was an innocent agent, or particeps criminis, and, if the latter, the prisoner must be acquitted.

Indictment for larceny.

The facts, as proved by the prosecution, were, that the prisoner was an apprentice of the prosecutor: that he had induced the son of the prosecutor, a child of the age of nine years, to take money from his father's till, and give to him. On cross-examination it further appeared, that the child had done the like for other boys.

Cox, for the prisoner, submitted that the evidence did not sustain the indictment. The prisoner was charged with stealing money as principal,—the evidence shewed him to be either an accessory or a receiver. If an offence be committed through the medium of an innocent agent, the employer, though absent when the act was done, is answerable as a principal. (*R.* v. *Giles*, 1 Moody. C. C. 166; *Reg.* v. *Michael*, 2 Moody, C. C. 120; 9 C. & P. 356.) But if the instrument be aware of the consequences of his act, *he* is the principal in the first degree; and the employer, if he be absent when the fact is committed, is an accessory before the fact. (*R.* v. *Stewart*, R. & R. 363.) In this case, the evidence had shewn, beyond doubt, that the child was of the age of discretion, and fully aware of the consequences of his act.

WIGHTMAN, J.—What do you mean by an innocent agent if this child be not one?

Cox.—An agent who, from age, defect of understanding, ignorance of the fact, or other cause, cannot be *particeps criminis*.

WIGHTMAN, J.—But though an act done through the medium of an innocent agent makes the prisoner a principal, how do you shew that he is *not* a principal where the act is done through the medium of a responsible agent?

Cox.—Because, if the agent be responsible, he becomes the principal; and to constitute a principal, he must be the actor or actual perpetrator of the fact, or cognizant of the crime, and near enough to render assistance. Though there be a previous concerted plan, those not present or near enough to aid at the time when the offence is committed are not principals, but accessaries before the fact. (See cases cited Arch. 9th ed. p. 4.)

WIGHTMAN, J.—It is a question for the jury if the child was an innocent agent.

WIGHTMAN, J. (to the jury).—Apart from consideration of the guilt or innocence of the prisoner generally, if you believe the story told by the child, you will have to determine whether that child was an innocent agent in this transaction; that is, whether he knew that he was doing wrong, or was acting altogether unconsciously of guilt, and entirely at the dictation of the prisoner; for if you should be of opinion that he was *not* an innocent agent, you cannot find the prisoner guilty as a principal under this indictment. *Verdict, not guilty.*

Carrow, for the prosecution.

Cox, for the prisoner,

Rossiter, prisoner's attorney.

Tuesday, April 2.

REG. v. WM. BARTLETT and JOHN ANDERSON.

Evidence.

The wife of one of two prisoners jointly indicted for a joint larceny is admissible, under the circumstances, as a witness for the other prisoner.

Prisoners were jointly indicted for stealing potatoes.

It appeared upon the evidence, that some of the potatoes were found in the apartment of one of the prisoners, and others in that of the other.

One of the prisoners called the wife of the other to prove that the potatoes found in his apartment were not the property of the prosecutor.

H. T. Cole, for the prosecution, objected, upon the authority of *Smith's* case (1 Moody, C. C. 289); *Hood's* case (Ad. 281); *Frederic's* case (2 Str. 1095), that the wife of one of two prisoners jointly indicted for a joint offence cannot be examined in favour of the other prisoner, because her evidence would go to shew that the witnesses for the prosecution were mistaken as to some part of the evidence, and thus the husband would be benefited.

WIGHTMAN, J. was inclined to admit the evidence, but would consult his brother Cresswell.

Their Lordships having consulted,

WIGHTMAN, J.—The point is a very nice one, but I am inclined, though with considerable doubt, to admit the evidence, and upon these grounds; that although the prisoners are jointly indicted, the offence is distinct and severable. It differs in its circumstances from *Smith's* case, for here, evidence that one prisoner did honestly obtain the potatoes found in his apartments does not necessarily benefit the other prisoner, the husband of the witness. The defence of each is distinct, and it would be hard to say that one should be precluded from his defence because it might, by some remote possibility, benefit the other. I shall receive the evidence, but with considerable doubt.

SOUTH WALES CIRCUIT.

Presteign, March 30.

(Before MAULE, J.)

REG. v. JONES.

An averment in an indictment of the value of a bank note is material.

Where a prisoner was indicted for stealing a bank note, alleged to be of the value of 10l. and it was proved to be of the value of 5l. only, held, that it was a material variance.

The prisoner was charged with larceny in a dwelling house.

The indictment alleged that the prisoner, in the dwelling-house of one William Price, feloniously stole, &c "one bank note, for the payment of 10*l. and of the value of* 10*l.*" and three sovereigns, of the monies, &c. of the prosecutor, William Morris, concluding *contra formam statuti* and *contra pacem*.

The prosecutor deposed to having lodged in the same room as the prisoner on the night of the 2nd October, and to having lost during the night a 5*l.* note and three sovereigns.

E. V. Williams, for the prisoner, submitted that there was a variance between the value of the note as alleged in the indictment and that proved by the prosecutor; and that inasmuch as the note was stated in the indictment to be of the *value* of 10*l.* the variance was material.

Wilson, for the Crown, contended that the averment of value was not a material averment.

MAULE, J.—Does the indictment aver that the note was of the value of 10*l*?

Clerk of Assize.—Yes, my lord.

MAULE, J.—Then the averment is material, and we can hear nothing further about the note.

W. Knighten, attorney for the Crown.

W. Stephens, for the prisoner.

REG. v. HARRIS.

Where a prisoner about to be committed on a charge of felony was told that he was at liberty to make any statement, but that whatever he said would be taken down and used against him, and the prisoner thereupon made a statement, which was reduced into writing, and sought to be given in evidence against him on his trial, held, that it could not be given in evidence against him.

The prisoner was charged with stealing oats.

The justice's clerk was called to prove a statement made by the prisoner when he was committed. He stated that previously to the prisoner making the statement, he told him that he was at liberty to make any statement, but "that whatever he said would be taken down and used against him."

MAULE, J.—That will not do.

E. V. Williams.—I submit, my lord, that it is perfectly regular; it is not like the case of *The King* v. *Drew*, where the prisoner was told that whatever he said would be used for or against him; here the prisoner was expressly told that whatever he said would be used against him.

MAULE, J.—The prisoner was told that *whatever* he said would be taken down and used against him. I cannot say that that did not induce him to say something which he thought might be favourable to him. I shall reject the statement.

P. Hay, attorney for the prosecution.

STEDMAN v. BYWATER.

Where a principal directs his agent to pay a sum of money to a third party upon certain terms, and suffers the agent to make himself personally responsible for it, he cannot afterwards retract the authority and maintain an action against the agent for the money, if the terms upon which he was to pay it were complied with.

This was an action for money had and received to the plaintiff's use.

Plaintiff employed defendant, an auctioneer, to sell his effects. On the day of sale C appeared and threatened to distrain on the effects if the sum of 12*l.* 10s. claimed for arrears of rent, were not paid him. Plaintiff (whose ancestor had many years ago cribbed the property in respect of which the claim was made from the waste) disputed the title of C, but directed the defendant to pay C, upon certain conditions. The defendant thereupon undertook by parol to pay C the 12*l.* 10s. upon the condition being fulfilled. C was satisfied with defendant's undertaking, and did not distrain. After the sale, but before the money was paid over by the defendant to C, plaintiff countermanded the authority to defendant, and demanded the money from him. The defendant refused, and paid the 12*l.* 10s. to C.

Chilton, Q. C. contended that it was competent for the plaintiff to retract the authority to the defendant at any time before the money was paid over to C.

E. V. Williams, contrà.—The plaintiff having allowed defendant to pledge himself to C for payment of the money, could not afterwards retract his authority if the conditions upon which the money was to be paid were complied with.

MAULE, J.—That is so, no doubt.

It afterwards turned out that the terms upon which C was to be paid had not been complied with, and the plaintiff had a verdict.

CENTRAL CRIMINAL COURT.

APRIL SESSIONS.

Tuesday, April 9.

REG. v. STEVENS.

Sufficiency of the pretence proved in an indictment for obtaining money under false pretences.

The prisoner was indicted, at the March Sessions, for obtaining money under false pretences, and the substance of the evidence was this:—He had been in the habit of pledging ingots of silver with the prosecutor, and receiving a certain advance per ounce upon them. These had been generally tested at the time, and found to be genuine; and had been frequently redeemed, and pledged again for the same sums. On the several days named in the indictment, the prisoner brought certain ingots, similar in appearance to the former ones, and, laying them on the counter, said, "Eight ounces each, at four shillings an ounce, the same as before." The money was then advanced upon them, and it was afterwards found that they were composed of a metal utterly worthless. All the genuine ingots had been redeemed, but at the period of the trial the prosecutor had seventy or eighty of the spurious ones in his possession.

He stated on his examination, that on the days in question he did not test the metal, it being the same in appearance, and similarly wrapped up, as the former, and that he trusted to the representations of the prisoner. Had a stranger come into the shop with such articles, he should unquestionably have tested them before he made any advance.

Prendergast, for the prisoner, contended that this could not be considered a false pretence within the statute. It must be made with regard to some fact, and not merely as to the value or quality of the goods. A tradesman is bound to use prudence and discretion in the conduct of his business, and if his judgment fails him in a matter where, if fairly exercised, it would have protected him, he has no right to complain.

The COMMON SERJEANT.—Surely, if a man represents an article to be one thing and it turns out to be another, he is indictable.

Prendergast.—Here the ingots are all metal. The only difference is in their quality. If a man buys a coat on the representation of its being of the best Saxony cloth, and it is of an inferior description, there is no false pretence for which the seller is criminally liable. It may be a breach of warranty, but can be nothing more. He cited *R.* v. *Codrington* (1 C. & P. 661); *R.* v. *Reed* (7 C. & P. 848); *R.* v. *Barnard* (7 C. & P. 784), and pressed that the point should be reserved.

The COMMON SERJEANT.—I hold the gist of this case to be the difference in the nature of the articles themselves. They were represented to be silver, and they turn out to be pewter. If the jury believe the facts that have been stated, there was a deliberate intention on the part of the prisoner falsely to pretend that they were the same as had been previously pledged, whereas, not in mere quality, but in substance, they are totally different. I will not reserve the point for the fifteen judges, but should the prisoner be convicted, I will respite the sentence and consult some of them before the next session. A verdict of guilty was returned, and now the COMMON SERJEANT stated that, having mentioned the point to some of their lordships, they were of opinion that the false pretence was sufficiently made out.

Irish Reports.

MUNSTER CIRCUIT.

LIMERICK COUNTY SUMMER ASSIZES.

(Before JACKSON, J.)

March 7 and 8.

REG. v. JOHN LYNCH, PATRICK LYNCH, and EDWARD CONWAY.

A county juror, even in a capital case, and after the judge has commenced his charge, may be brought in the custody of the sheriff into the adjoining city Court as a witness, without vitiating the trial.

The names of the witnesses on the back of an indictment need not be in the hand-writing of the Clerk of the Crown or his deputy.

Where, without any fatality occurring to any of them, and without the consent of the prisoners, a jury are discharged without giving a verdict, Quære, Can the prisoners be tried again for the same offence?

The prisoners were indicted for murder. John Lynch was now for the first time put on his trial, but the other prisoners had been no less than three times tried for the same offence. On the first occasion, the jury not being able to agree, were discharged; on the second occasion (at the adjourned Summer Assizes, in 1843), after the case had been gone through, one of the jurors was taken so seriously ill, that the jury were obliged to be discharged. A third jury was then, at the same assizes, sworn to try the case, and this jury, like the first, being unable to agree to a verdict, were discharged at a late hour on a Saturday night by Mr. Justice Jackson, who then, as now, presided in the County Court; under these circumstances,

Coppinger (with whom were *J. Waller* and Sir *Coleman O'Loughlin*), on behalf of Patrick Lynch and Edward Conway, tendered a plea setting out the facts of the prisoners having been tried before, and the jury being discharged without the occurrence of any fatality or accident, they not having agreed to a verdict, and that their discharge was without the consent of the prisoners. To this plea

Bennett, Q. C. on behalf of the Crown, replied.

JACKSON, J.—The point having been raised before (*a*), as it was a new one, I took every pains to have the matter investigated, and I wrote to Mr. Justice Cresswell on the subject, who informed me that a similar case was not known to have occurred except once before Lord Denman, and that on that occasion the feeling in Westminster Hall on the subject was in favour of the point that a jury might be discharged under such circumstances, and the prisoner legally tried again. I endeavoured to obtain the opinion of the twelve judges upon the point, but unfortunately some of them were ill; however, the majority of them attended, but they had an objection to go into any case *à priori*, and declined coming to any resolution on the subject until the question is brought before them regularly upon some case in which the point is raised. The course, therefore, which I shall now adopt is to reserve the question, and allow it to go before the judges, and proceed with the trial. It is a point of too great importance for me to decide in this court.

The trial was then proceeded with.

While his lordship was charging the jury, it was intimated that one of the jurors was required to give evidence in a civil case which was then in course of trial in the City Court, before the Chief Baron.

JACKSON, J. did not think he could allow a juror to leave the box, as the jury were empanelled to try a very serious crime,—a circumstance of the kind had never come under his notice while he was on circuit, and he should, therefore, consult with the Chief Baron before he could allow the juror to go.

His lordship then retired for about a quarter of an hour, and, upon his return, stated that, upon consultation with the Chief Baron, he had determined to permit him to go into the other Court and give his evidence, in custody of the sheriff.

Mr. O'Grady, the juror, was then taken into the other court by the sheriff, upon which

Coppinger called upon his lordship to discharge the jury, and contended that the trial could not now proceed, that there had been a separation of the jury, and they were now virtually discharged; for one of them had gone into another county from that in which they were sworn, for the *County* Court-house was, for the purposes of trials, reckoned a part of the *county* of Limerick; but the City Court, into which the juror had gone was in the county of the *city* of Limerick; the jury were bound to stand together.

JACKSON, J.—I cannot agree with you; but I shall take a note of your objection.

The juror having returned, the learned judge proceeded to finish his charge to the jury.

It was then objected by Sir *Coleman O'Loughlin*, that the names of the witnesses indorsed upon the indictment were not in the handwriting of the Clerk of the Crown or his deputy (the fact was admitted). (See *Reg.* v. *O'Connell*, 2 Law T. p. 248, note (*a*).)

JACKSON, J. overruled the objection, but took a note of it.

John Lynch was acquitted, Patrick Lynch and Edward Conway were found guilty, and sentenced to be executed on the 8th May.

(*a*) At the adjourned summer assizes of 1843 a similar plea was put in, but, of course, as the jury were discharged without giving a verdict, the question was not at that time further pressed by the prisoners' counsel.

THE LEGISLATOR.

Summary.

THE past week has been a holiday with Parliament.

PARLIAMENTARY RETURNS.

POST-OFFICE STATISTICS.—Some voluminous and highly interesting statistical returns have recently been presented to the House of Commons, on the motion of Lord Ebrington, Sir C. E. Douglas, Bart. Dr. J. Bowring, and Mr. Hutt. The following results are obtained. The total number of letters alleged to be missing amounted, in October and November 1839, to 588, of which 224 were found; in October and November 1842, to 2,058, of which 592 were found; and in the two months ending July 5, 1843, to 1,800, of which 520 were found. The number of applications as to delay of letters amounted, at the above-mentioned periods, to 175, 316, and 260, respectively. The number of letters delivered in the United Kingdom amounted, in one week of the year 1839, to 1,585,973; in one week of the year 1842, to 4,202,546; in one week of 1843, to 4,020,246; and in the week ending May 21, 1843, to 4,212,658, shewing that the recent reduction in the rates of postage has nearly trebled the number of letters despatched through the Post-office. The total number of persons employed in the post-offices of the United Kingdom in May 1843, amounted altogether to 11,302; of whom 8,398 were employed in England and Wales, 1,399 in Scotland, and 1,505 in Ireland. This return, however, only relates to such situations as the Postmaster-General appoints to. The total number of letters forwarded through France to the East-Indies, *viâ* Egypt, amounted, in 1839, to 20,827; in 1840, to 72,516; in 1841, to 45,536; in 1842, to 44,079; and in 1843, to 14,509. The amount of money paid to France for the said letters was, in 1839, 1,147*l.*; in 1840, 4,457*l.*; in 1841, 3,341*l.*; in 1842, 3,549*l.*; and in 1843, 1,307*l.* The number of letters received from India in the above five years amounted respectively to 31,123, 122,396, 108,027, 106,455, and 37,120. The number of newspapers transmitted to India, *viâ* France, amounted during the past year to 33,096, for which the sum of 76*l.* was paid to the French government. The number of outward letters not passing through France, forwarded by English steamers through Egypt, amounted in 1841 (in round numbers) to 225,000; in 1842, to 287,000; and in 1843, to 216,890. The number of homeward letters transmitted from India by the same channel was, in 1843 (including eight months of that year), 170,814. The number of chargeable letters which passed through the London general post (inwards and outwards) during the first four weeks of the year 1843 was as follows, viz.—unpaid, 312,839; paid, 2,431,231; stamped, 2,972,828; total, 5,716,898. The number of letters which passed through the London district post (exclusive of all general post letters) during the same period was—unpaid, 112,293; paid, 847,624; stamped, 1,020,091; total, 1,971,008. The estimated average for four weeks in the year 1839 was, for general post letters, as follows, viz. unpaid, 1,358,651; paid, 263,496; total, 1,622,147. The net revenue of the Post-office establishment of the United Kingdom (exclusive of charges in the Government departments) amounted, in 1839, to 1,614,353*l.*; in 1840, to 1,589,486*l.*; in 1841, to 393,166*l*; in 1842, to 424,115*l.*; and in 1843, to 478,479*l.* 216,585 money orders, to the amount of 466,798*l.* were issued and paid in London during the quarter ended the 5th of January, 1843; and 981,194 money orders, to the amount of 2,055,192*l.* were issued in England and Wales during the same time. The number of letters actually registered in London was, in June 1843, 8,112.

THE IRISH STIPENDIARY MAGISTRACY.—Some voluminous returns relating to stipendiary magistrates in Ireland have just been printed by order of Parliament, on the motion of the son of the ex-Lord Lieutenant of Ireland, Viscount Ebrington, Lord Eliot (the present Irish Secretary), and Mr. Bellew, M.P. for the county of Meath. It appears that the number of stipendiary magistrates serving in Ireland from the 4th of April, 1839, to the close of that year, amounted to sixty, of whom twenty eventually died or retired; that the number serving during the year 1840 was sixty-two, of whom seventeen eventually retired or died; that the number serving in 1841 (up to the month of September, when the Whigs were expelled from office), amounted to seventy, of whom sixteen retired or died, four were discontinued, and four were discontinued and subsequently reappointed. Ten new stipendiary magistrates have been appointed since the month of September, 1841, that is to say, since the accession of the Conservatives to power, thirty-three new stipendiary magistrates' stations were created between the 1st of April, 1839, and the 15th of September, 1841. Another return of the number of stipendiary magistrates in Ireland, who were effective on the 1st and 15th days of each month, from the 1st of April, 1839, to the 31st of March, 1844 (inclusive), shews that there were never more than sixty-six effective, nor less than fifty-seven.

MISCELLANEOUS SERVICES, &c.—Three voluminous papers have just been issued from the Treasury, containing the estimates, &c. of the sums received for "miscellaneous services," during the year ending the 31st of March, 1845. The first includes the estimates for "public works and buildings." Under this head we find the total sum required for the services of the ensuing year to amount to 273,645*l.* exhibiting a decrease, compared with 1843, of 42,626*l.* and a decrease, compared with 1842, of 27,183*l.* Of the above sum of 273,645*l.* 112,190*l.* is required for public buildings and royal palaces; 60,000*l.* for the new Houses of Parliament; 50,000*l.* for the Caledonian Canal; and 26,871*l.* for public buildings and works in Ireland. The second paper contains the estimates of sums required for "salaries and expenses of public departments;" under which head, it appears, that the total amount required for the service of the ensuing year is 743,441*l.* exhibiting a decrease, compared with 1843, of 34,995*l.* and compared with 1842, of 23,326*l.* The largest item is one of 212,321*l.* (or nearly one-third of the whole amount) for "printing and stationery:" the other sums are pretty equally distributed. The expenses of the Poor Law Commissioners amount to 50,090*l.* and those of the Mint to 53,236*l.* The third and last paper contains the estimates for the expenses of "law and justice." Under this head, we find the total amount required for the ensuing year, 1844-5, to be 873,194*l.* exhibiting an increase, compared with 1843, of 32,859*l* and an increase, compared with 1842, of 62,974*l.* Of the above sum, 300,000*l.* (or more than one-third) is required for the convict expenditure in New South Wales and Van Diemen's Land; 30,000*l.* for the police of Dublin; 62,109*l.* for criminal prosecutions, &c. in Ireland: 16,935*l.* for criminal prosecutions in Scotland; 3,999*l.* for the Pentonville Prison; 13,368*l.* for the Insolvent Debtors' Court; 150,000*l.* for the expenses of the prosecution and removal of convicts, formerly paid out of the county rates; 30,000*l.* for law charges in England, &c. Thus it will be found that the gross total estimates for the whole of the miscellaneous services for the year 1844-5 (under the three different heads), amount to the sum of 1,890,280*l.*

THE COST OF THE POOR.—From returns just prepared for Parliament respecting the amount expended for the relief and maintenance of the poor, &c. it appears that there are 590 unions in England Wales, of which the population was 13,993,967. The average annual expenditure for the relief of the poor, three years prior to the union, was 5,608,934*l.* In 1841, the expenditure was 4,288,520*l.*; in 1842, 4,438,660*l.*; and in 1843, 4,679,495*l.* Under this head of expenditure are included the costs of maintenance, out-door relief, establishment charges with salaries, work-house and emigration loans repaid, and other purposes immediately connected with the relief of the poor. The number of in-door and out-door paupers relieved in 1841, in England and Wales, was 1,116,523; in 1842, 1,235,437; and in 1843, 1,333,247. The number of illegitimate children (in-door and out-door) relieved during the quarters ending Lady-day, 1841, was 29,123; in 1842, 29,357; and in 1843, 29,699. Thus the proportion of illegitimate children, in 1843, to every 1,000 of the total number of paupers relieved in that year, was 223·3; and the proportion of illegitimate children in the same to every 1,000 of the population was 2·1. This return is exclusive of places not united under the Poor Law Amendment Act. The above will shew that the expenditure has been yearly increasing at the rate of about 6,000*l.* or 6,500*l.* and the number of paupers from 100,000 to 120,000, while the number of illegitimate children increases annually at the ratio of about 300.

MALT, HOPS, and BREWERS.—Mr. Benjamin Wood, M.P. for Southwark, has moved for accounts relating to malt and hops, and to the number of persons licensed as brewers, victuallers, &c. for the year 1842-43. We find that the total quantity of malt made in the United Kingdom during the year ended the 10th of October, 1843, was 4,459,673 quarters, of which 3,171,441 quarters were used by brewers and victuallers, and 394,857 quarters by retailers. With respect to hops, it appears that the total number of acres of land in Great Britain under the cultivation of hops in 1843 amounted to 43,156 31-32 acres. The total amount of duty paid on hops of the growth of last year was 243,796*l.*; viz. 133,508*l.* old duty, at 1 12-20d. per lb.; and 98,680*l.* new duty, at 38-420d. per lb. 20cwt. 3qr. 32lb. of foreign hops were exported from Great Britain during the past year to the United States of America; 292,709lb. weight of British hops were exported to various foreign countries in 1843; 27cwt. of foreign hops were

imported into the United Kingdom. It further appears that the total number of brewers in the United Kingdom is 2,044, and the total number of licensed victuallers 86,074; that 31,227 persons are licensed to sell beer "to be drunk on the premises;" that 27,009 victuallers brew their own beer; and that the total number of bushels of malt consumed by brewers amounts to 17,719,938 bushels, and the quantity consumed by victuallers to 7,6..,604 bushels. The quantity consumed by persons licensed to sell beer "to be drunk on the premises" is 2,761,672 bushels.

BARRACKS (IRELAND). A return of the expenses incurred in the fortification of barracks and other stations for troops in Ireland in the year 1843, has just been published, by order of the House of Commons, on the motion of Captain Bernal, M.P. It appears, according to this paper, that the gross total amount of expenses so incurred during the above-mentioned period was 14,450*l*. 11s. The number of barracks was as follows, viz.:—in the Dublin district, 16 (including 5 in the metropolitan city); in the Limerick district, 15; in the Cork district, 11; in the Athlone district, 21; and in the Belfast district, 12. No expense has been incurred by the Royal Engineer Department for Police Barracks in Ireland.

DETACHED PARTS OF COUNTIES.—A Bill to annex detached parts of counties to the counties in which they are situate has been brought into the lower House of Parliament by Mr. R. Scott and Mr. J. Brotherton, the members for Walsall and Salford. It contains seven clauses, the first of which enacts, that wherever in England or Wales, any detached portion of any county is entirely surrounded by the main body of any one other county, or by such one other county and the sea, such detached portion shall henceforth be incorporated with, and form part of, the county by which it is so surrounded. Portions of the county of Durham, called "Norhamshire," and "Islandshire," are henceforth to form part of the adjacent county of Northumberland.

THE MAGISTRATE.

Summary.

THE Quarter Sessions have been generally held during the present week. It is gratifying to learn that the LAW TIMES has not addressed itself in vain to the magistracy, on the subject of the impropriety of those who preside as judges in criminal trials acting as prosecutors. In some counties the rule refusing prosecution briefs has been so far relaxed that the magistrates have directed counsel to be employed in all cases in which the prisoner is defended by counsel. This is an important step in the right direction: but justice will not be done until the judge ceases to play the part of prosecutor in any case, "instead of" (to use the expressive language of CRESSWELL, J.) "holding the scales evenly between the parties."

We shall take an early opportunity of directing the attention of the magistrates and of the Profession to another subject, which has been forcibly impressed upon us by passing from circuit to sessions—namely, the vastly greater severity of the sentences passed upon prisoners at the latter as compared with those passed by the learned judges.

THE LAWYER.

Summary.

THE sudden death of LORD ABINGER has created a vacancy in the Exchequer, and the Profession is on the tiptoe of expectation to learn who will be his lordship's successor. It is rumoured that the amiable and learned Chief Justice of the Common Pleas contemplates retirement from the cares of his office. Should this double vacancy occur, it is probable that the present excellent Attorney-General, with the applause of all parties, and the hearty congratulations of the Profession, by whom he is both beloved and respected, will take the seat of the deceased nobleman, and preside at the Exchequer, and the Solicitor-General will rest and refresh his shattered health in the comparatively light labour of the Presidency of the Common Pleas, preparatory to undertaking the more toilsome duties of the Chancellorship. In such case, it is probable that Mr. Kelly and Mr. Thesiger would be respectively the new Attorney and Solicitor General, unless the great influence of the Hon. Mr. Wortley should prevail over the greater ability of the latter gentleman. In any event, there must be a mighty move at the Bar, and the golden ball of fortune will be set rolling for somebody to catch; who will be the successful man or men it is impossible to foretell. The next on-comers after the present men are indisputable; but who will follow them no two persons seem to agree, such is the dearth of commanding talent among the juniors.

The Western Circuit has been the topic of a good deal of speculation. The death of Mr. Serjeant Bom.. and the retirement of Mr. Erle, made a sudden opening, which has been filled by *Cowa..* Q. C. and *Cockburn*, Q. C. as the undoubted leaders. But it is as yet undecided who of the juniors are to stand next to them. The post of honour is contested by *Kinglake*, *Butt* and *Hayward*, who have given notice of intention to apply for silk.

V. C. Wigram has at length delivered a formal judgment upon the question started incidentally, but not decided, by Lord Cottenham, in the famous case of *Whitworth* v. *Gaugain*, in which his lordship expressed more than a doubt upon the validity of an equitable mortgage by deposit of title-deeds as against a judgment creditor by *elegit*. Such a doubt, coming from such a quarter, necessarily spread confusion and alarm throughout the mercantile and monied community, a large portion of whose credits were effected in reliance upon the security of such deposits. A corresponding interest was excited in the Profession, and the point was warmly debated in legal circles, periodicals, and pamphlets, the weight of opinion inclining in favour of the dictum of Lord Cottenham. Fortunately for the interests of commerce, the point was forthwith formally raised, and has been directly decided, after most learned and elaborate argument, by *V. C. Wigram*, who expressed a doubt whether Lord Cottenham had been correctly reported, and held in language the most express, the supposed priority of a judgment creditor by *elegit* to be contrary to every principle of equity, and that the doctrine upon which the validity of equitable mortgages is founded remains unimpeached and their title impregnable.

LEGAL INTELLIGENCE.

COMMON LAW SITTINGS

COURT OF QUEEN'S BENCH

Sittings in and after Easter Term, 1844.

IN TERM. MIDDLESEX.

First Sitting, Tuesday April 16.

By adjournment until

Second Sitting, Saturday April 20.

And by adjournment, until all the Causes appointed are ..

Third Sitting, undefended, Monday, May 6.

(At half-past nine o'clock.)

LONDON.

Tuesday, May 7.

AFTER TERM.

MIDDLESEX.	LONDON.
Thursday, May 9.	Friday, May 10.

(To adjourn only.)

The Court will sit at eleven o'clock in term in Middlesex, except the last sitting, at twelve, in London and on both at half-past nine after Term.

By order no causes of trespass, trespass on the case, replevin, or feigned issues, will be tried in Term, but if among them any can be tried, such as assault, libel, and slander without justifications, and replevin in which payment only is in question, they will be appointed to be taken after the usual short causes.

The Marshal is authorized to postpone such as he thinks long causes.

Short defended as well as undefended causes entered for the sitting on May 7th, will be tried on that day, if the plaintiffs wish it, unless there be a satisfactory affidavit of merits.

COURT OF COMMON PLEAS.

IN TERM.

MIDDLESEX.	LONDON.
Friday, April 19.	Wednesday, April 24.
Friday, April 26.	Wednesday, May 1st.

AFTER TERM.

Thursday, May 9.	Friday, May 10.

The Court will sit at ten o'clock in the forenoon on each of the days in Term, and at half-past nine precisely on each of the days after Term.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

On Friday, the 10th of May, in London, no causes will be tried, but the Court will adjourn to a future day.

COURT OF EXCHEQUER.

IN TERM.

MIDDLESEX.

1st Sitting, Tuesday, April 16th.

2nd Sitting, Wednesday, 24th.

3rd Sitting, Friday, May 3rd.

LONDON.

1st Sitting, Monday, April 22nd.

2nd Sitting, Tuesday, 30th.

And by adjournment, Wednesday, May 1st.

AFTER TERM.

Thursday .... May 9th	Friday .... May 10th.

(To adjourn only.)

Special Juries will not be taken until after Trinity Term, revenue causes excepted.

The Court will sit at Ten o'clock in Term, and at half-past Nine o'clock after Term.

COURT OF ALDERMEN.

On Tuesday a court was held for the despatch of business.

EXTENSION OF THE PRACTICE OF ATTORNEYS.

The Lord Mayor presented the following petition to the Court:—

"The petition of David Williams Wire, solicitor, sheweth—That your petitioner has been admitted and sworn, and is now practising as a solicitor in the High Court of Chancery and in all the courts of law at Westminster, as appears by the certificate hereto annexed.

"Your petitioner thereby humbly prays that he may be admitted an attorney of the Mayor's Court of London."

Alderman Brown presented a similar petition from Wm. Davis, of Coleman-street. He stated that he considered himself bound to present the petition from the respectable individual whose name was annexed, but he believed there were many interests affected by it, and he therefore thought that the matter should be referred to a committee, and that the attorneys of the Mayor's Court should be informed of the application, and summoned to attend before a committee upon the subject.

Mr. Wire, on being called upon by the Lord Mayor, stated that he made the application under the authority of the 6 & 7 Vict. c. 73, which enacted, that every person who should have been duly admitted an attorney of any one of the superior courts of law at Westminster should be entitled to be admitted an attorney in any other of the said courts, or in any inferior court of law in England and Wales. He (Mr. Wire) had been admitted in the superior courts, and he now claimed to be admitted an attorney of the inferior court of the mayor and aldermen of the city of London, commonly called the Mayor's Court. He was fully aware that the practice of that court had been exclusively confined to four gentlemen, and that they would claim a vested interest in the monopoly, having either purchased or obtained these places by the gift of the corporation. But notwithstanding such practice and notwithstanding its previous legality, he submitted that the Act of last session completely destroyed any chartered or vested rights, and threw open the court to all practitioners admitted by the superior courts; and he was borne out in the opinion by the Act itself, by the exceptions introduced, and by the interpretation already put upon it by the recorders in other towns and cities, who, notwithstanding the previous exclusion, now, under the authority of the Act, admitted all practitioners duly qualified. He believed it would be unnecessary further to argue this question as a matter of law; but if it were necessary, he was fortified in the view he had taken of the Act by authorities. He would now, therefore, turn to the benefits likely to result to the public from the throwing open of the court. It was a court of large jurisdiction, and embraced both a legal and equitable side.

Alderman Brown said that this was a question of grave consideration, and deeply affecting the rights of others, and it ought, therefore, to be referred to a committee to examine and report upon.

Mr. Wire said, with the concurrence of his learned friend near him, he had no objection to a reference, provided the committee considered the matter forthwith, as he was anxious to get the answer of the court to enable him, if necessary, to go to the Court of Queen's Bench for a *mandamus*.

Alderman T. Wood and Alderman Brown seconded a proposition to refer the matter to a committee, and to advise with the law officers of the corporation thereon.

The motion was unanimously agreed to.

Subsequently a similar petition was presented from Mr. Hartley, of New Bridge-street, solicitor, and it was stated that several more petitions upon the subject would be likely to follow, it being the determination of the Profession to open this court.

The Queen has been pleased to appoint A. M. Mundy, esq. to be Colonial Secretary for the province of South Australia.

The Queen has also been pleased to appoint J. M. Collier, esq. to be Treasurer for the Island of Tobago.

The Lord Chancellor has appointed Henry Charles Wilkinson, of the city of York, Gent. to be a Master Extraordinary in the High Court of Chancery.

EDINBURGH COURTS OF LAW.—The public, particularly the Legal Profession, will be glad to learn that the Lords of the Treasury have authorized the erection of four new and greatly enlarged Lords Ordinaries' court-rooms, to replace the present small and inconvenient courts. In the meantime, and during the erection of the new courts, we understand two of the Lords Ordinaries will hear cases in the large recesses of the Outer House as formerly; and that two temporary courts will also be fitted up in the south end of the Outer House.—*Caledonian Mercury.*

THE SECONDARIES' COURT.—Owing to the great inconvenience to barristers and attorneys practising in the Sheriff's and Secondaries' Courts, in consequence of the sitting of both courts taking place on the same day (Tuesday), an application has been made to the learned Secondaries, Messrs. James and Potter, for an alteration in the time of sitting in their court not only for changing the day, but for an earlier hour to be fixed for hearing causes. In accordance with that wish, those gentlemen yesterday caused the following notice to be circulated.—"Secondaries' Office, No. 5, Basinghall street.—In order to meet the convenience of the profession, at the suggestion of many of its members, notice is given that from and after the last day of Easter Term, 1844, writs for [illegible] issues directed to be tried before the [illegible], and writs of inquiry of damages [illegible] city, will be executed at this office on [illegible] and Friday only in each week, instead of Tuesday and Friday, to commence at the hour of eleven in the forenoon, instead of twelve o'clock. Dated this fourth day of April, 1844.—J. James and G. W. K. Potter, Secondaries." The alteration will give great satisfaction, as formerly on the Tuesdays the Court was generally kept waiting some time for the attendance of barristers engaged in some of the first causes, who were being detained at the Sheriff's Court, in Red Lion-square.

A DIFFICULT CASE.—A case of considerable interest to mercantile men came before the Cour Royale of Paris a few days ago. The questions involved are—1st, Whether the imprudence of the captain of a vessel constitutes baratry on the part of the owner, and deprives him of the benefit of his insurance? 2nd, Does a captain who continues [illegible] fire has broken out in the vessel and a port is near which he could reach, commit a fault which releases the insurance-office from all responsibility? The facts of the case, as stated by M. Billault, the deputy, counsel for the plaintiff Mr. Kent, an English merchant residing at Boulogne-sur-Mer, are as follows:—The brig *Sylvain*, of 124 tons, the property of Mr. Kent, commanded by Captain J. Baclin, and with a crew of seven men, after having taken on board at Boulogne a cargo of coals left the port Cette on the 26th of August, 1842. On the 3rd of September, the captain had the pumps [illegible], and, having discovered that the vessel was leaking [illegible] usual, placed a man in charge of the pump, with instructions to report any increase in the leak. On the 10th the vessel passed the Straits of Gibraltar, and on the 12th the man in charge of the pumps reported that the water had increased. On the 14th, at twelve miles distance from the point of the Roquette, he stated that the water had become warm, and upon this report the captain ordered a general examination to be made as to the cause. One of the crew having gone down into the hold, was nearly overpowered by the heat; and then, for the first time, it was suspected that the water from the leak had caused fermentation and produced fire in the cargo. This suspicion was confirmed on the 19th, and two of the crew, whilst endeavouring to trace the precise locality of the fire, were suffocated by the smoke. On the 21st the smoke poured forth in volumes, and the crew got ready their clothes and a quantity of provisions, preparatory to their escape. On the 22nd the captain steered for the Bay of Rosas, about 18 miles distant; but he was unable to reach it, and on the same day the fire made a vent, and burst forth in flames. The captain and crew, finding all their efforts to check the fire useless, resolved to abandon the vessel, as the only means of saving their lives, and launched their boat in a heavy sea. The crew got into it, but the captain, unwilling to desert his vessel whilst even the most slender hope existed of saving it, remained on board until the fire had gained such a height, that to have stayed an instant longer would have been death. He then got into the boat, and, having reached the shore, reported his casualty to the adjutant of marine of the village of Lastardit, by whom, as well as by the captain, the facts were laid before the Vice-Consul of France at Rosas. On the 21st of November Mr. Kent, who had insured the vessel for 40,000f. with the companies of the Assurances-Générales, Orleanaises, Lloyd Français, the Union des Ports, and the Avenir, reported the [illegible] ment. This was resisted, on the ground that the captain had not exercised due judgment, and that his conduct constituted an act of baratry, which deprived the owner of all right to compensation. Mr. Kent, under the advice of counsel, commenced a suit against the insurers before the Tribunal of Commerce of Paris, who, giving to the articles [illegible] and 316 of the Code of Commerce an interpretation unfavourable to the plaintiff, delivered judgment for the defendants. Against this judgment Mr. Kent has appealed, and the Cour Royale has to decide on the questions stated above, and which are of great importance, for if the decision of the Tribunal de Commerce should be confirmed, the owner of a vessel will not only be held responsible for his servants as far as regards the necessity of their using every effort to prevent the loss of his vessel, but also for their judgment as to the means to be employed, a doctrine which has never before been set up. M. Billault, having stated the case, was proceeding to shew that the [illegible] Tribunal de Commerce was contrary to [illegible] when the President observed that [illegible] causes on the list which had priority, and postponed the further hearing until a future day.

THE MEDICAL PROFESSION BILL.—A few evenings ago, on a question being put to Sir J. Graham on the above subject, he replied, "that he should be prepared before Easter, or immediately after, to introduce a measure generally affecting the medical profession throughout the United Kingdom, not [illegible] but relaxing the restrictions on the practice of medical men." We understand that the chief provision of the new Bill will be the establishment of a council of health and medical education for the government of our profession. It will be composed of one of the Secretaries of State, the regius professors of physic at Oxford, Cambridge, and Dublin, and one of the Edinburgh medical professors, three physicians and three surgeons, as representatives of the Royal Colleges of England, Scotland and Ireland, six other persons (laymen probably) to be appointed by the Queen, and a representative of the general practitioners of England. The Crown will appoint all the members of the first council, except those who will sit by virtue of their office. [illegible] profession will be preserved. No one will be licensed to practise as a physician until he has attained the age of twenty-six, nor as a surgeon till he is twenty-five; but licentiates in medicine and surgery (general practitioners) will be allowed to commence practice at twenty-one. The new council will entirely [illegible] the existing medical corporations, [illegible] will do little more than [illegible] degrees [illegible] will be found to constitute the chief [illegible] new measure; we refrain, however, from any comment till the Bill itself, or an authentic draught, [illegible].—*Medical Gazette.*

ENORMOUS LEGACIES.—The late Mr. John Maltass, the celebrated merchant of Smyrna, has by his will, dated October 2, 1841, [illegible] now the subject of dispute in the Ecclesiastical Court, Doctors'-commons, bequeathed the following enormous legacies:—To his wife [illegible] 000 Turkish piasters, and also 20,000 [illegible] John Maltass, 106,000 Turkish piasters [illegible] son's wife the same amount, to his [illegible] daughters, [illegible] M. Abbott, C. Maltass, [illegible] J. Wood, 106,000 Turkish piasters [illegible] son-in-law, R. R. Wood, [illegible] to his son-in-law, C. Wood, 70,000 piasters; to his brother Benjamin Maltass, 125,000 piasters; to two sisters 10,000 piasters each; to seven grandchildren, 10,000 piasters each; to the British Chapel at Bugia, 10,000 piasters; to the Peste Hospital at St. Rock, 10,000 piasters. He directs 10,000 piasters to be divided among of the servants of the house, according to the length of their services; and the interest of 50,000 piaster to be distributed amongst the aged destitute and infirm at Smyrna. Various other legacies are given, but the above are the principal ones. The residue of the property is given to his wife. He appoints Messrs. John Maltass, jun. Richard Benjamin Abbott, and Charles Wood, his executors. The total number of piasters bequeathed in the will are 2,250,000. The value of an Arabian (Turkish) piaster is 5s. 6d.—*Britannia.*

CIVIL AND COMMERCIAL JUSTICE IN FRANCE.—The *Moniteur* publishes a report on the administration of civil and commercial justice in France during the year 1842. The number of appeals against decisions of inferior courts referred to the Court of Cassation in that year was 5[illegible], of which 396 were rejected, 117 admitted, and 7[illegible] remained to be examined. The 27 Royal courts were called to pronounce in 1842 on 17,336 affairs, 5,067 of which were lying over since 1841, and 10,[illegible] were new cases. They gave judgment in 9,182, and [illegible] were struck off the list, having been either amicably adjusted or relinquished by the parties. The three chambers of the Royal Court of Paris had decided 1,7[illegible] affairs, or 578 per chamber. The civil tribunals [illegible] delivered, in 1842, 49,635 judgments, 42,010 of which were executed by the parties, and 7,625 were the object of appeal. The Royal courts pronounced on [illegible]318 of those appeals, rejecting 4,338, and admitting [illegible]. The appeals in the remaining cases were withdrawn. The commercial tribunals, and the civil courts to whose arbitration commercial affairs were referred, adjudicated on 24,956 suits; their decisions in 22,94[illegible] were executed, and 2,012 were appealed against. The number of new cases brought before the 36[illegible] civil tribunals of the kingdom, in 1842, was [illegible]; of cases lying over from 1841, 53,875; in all 167,[illegible]. They terminated 120,[illegible] affairs, or nearly three-fourths of the whole number. They pronounced 89,509 definitive judgments, and 31,32[illegible] affairs were struck off the list, either in consequence of a compromise or a renunciation; 7,625 appeals were entered into against those judgments, only one-fourth of which were admitted by the Royal courts. The applications for a separation, made in 1842, amounted to 962; 917 by wives, and 45 only by husbands: 817, or the 9-10ths of the former, were grounded on excesses, ill-treatment, or wounds inflicted by the husband; 80 on the keeping of a concubine under the conjugal roof; and 20 on the condemnation of the husband to a penalty entailing dishonour. More than one-half of the applications for a separation brought before the courts by husbands, or 24 out of 45, were founded on a charge of adultery, and 21 on excesses or ill treatment. Of the 962 marriages of which the dissolution was demanded 13 had not lasted a year; 180 had lasted from 1 to 5 years; 228 from 5 to 10; 27[illegible] from 10 to 20; and 191 upwards of 20 years, 9 of the latter had lasted from 40 to 49 years. Children had been born of 544 of those unions; 383 had been sterile, no accurate information had been obtained respecting the 35 others. 184 of those applications had been withdrawn before judgment; 126 in consequence of a reconciliation between the parties, and 58 for other causes. The Courts rejected 94, and sanctioned [illegible]. The number of commercial associations of every description formed throughout France in 1842, was 2,308; and that of the failures, 2,419, or 95 less than in 1841, and 199 less than in 1840. The engagements amounted to 114,107,236 francs, in [illegible] Paris alone figures for [illegible],683f. There [illegible] notaries in the kingdom in 1842; [illegible] the acts passed before them were [illegible] per notary. The justices of the peace had to decide in that year on 609,025 affairs, [illegible] of which they amicably adjusted.

The first conviction for a breach of the regulations of the new fishery convention between France and England took place on Wednesday at Lewes. Two French fishing boats having entered Newhaven harbour, Lieutenant Brown, of the Coast Guard, observing that the vane at the mast-head required by the regulations affecting French vessels coming within three miles of the coast was not of the prescribed colour (blue), and also that the numbers and initial letters of the port to which the boat belonged were painted on each side of the bows, conceived it to be his duty to take the captains before a magistrate. They were accordingly conveyed to Lewes, and [illegible] Mr. P. Black, the French consul, was present, and, in defence, stated that no copies of the regulations had been placed in the hands of the defendants, and therefore requested the magistrate to mitigate the penalty to the lowest possible amount. The consul observed that even among our own fishermen, who could not plead such ignorance of the regulations, they were as yet only partially carried out. The defendants were then fined 18s. each, including costs; and the French consul promised to write to the French authorities, suggesting that copies of the rules should be furnished to every boat in order that the masters might not suffer from ignorance of a complicated law.—*Brighton paper.*

SHAM ATTORNEYS.—Complaints have frequently been made at the Central Criminal Court, the Middlesex Sessions, &c., of the disgraceful conduct of a set of fellows who have long been in the habit of attending there, and offering their services to the prisoners and their friends as legal advisers, and who, after extorting from them almost their last shilling, for the alleged purpose of retaining counsel in their behalf (in which, in many instances, they neglect to do), afterwards take care to keep out of the way of their dupes on the day appointed for the prisoner's trial. The attention of the Legislature has been called to the subject, and the following clause in the late "Act for Consolidating and Amending several of the Laws relating to Attorneys and Solicitors," will, it is hoped, put an effectual stop to the disgraceful conduct above mentioned.—"That from and after the passing of this Act, no person shall act as an attorney or solicitor, or commence or defend any action, suit, or other proceeding, in the name of any other person, or in his own name, in her Majesty's Courts of Chancery, Queen's Bench, &c., or in any other Court of civil or criminal jurisdiction, or act as an attorney or solicitor in any cause or suit, civil or criminal, to be tried or determined before any justice of assize of oyer and terminer and general gaol delivery or at any general or quarter sessions of the

peace for any county, city, borough, &c., or before any justice or justices, unless such person shall have been, previously to the passing of this Act, admitted and enrolled, or otherwise duly qualified to act as an attorney, and continue to be so duly qualified to act, &c." The 32nd clause enacts, that "any attorney or solicitor shall wilfully or knowingly act as agent in any action, &c., or permit or suffer his name to be in any way made use of in any such action, or shall do any other act thereby to enable such unqualified person to appear, act, or practise in any respect as an attorney, &c., knowing such person not to be duly qualified as aforesaid, and complaint shall be made thereof in a summary way to any of the said superior Courts, and proof thereof made upon oath to the satisfaction of the Court that such attorney hath knowingly and wilfully offended therein as aforesaid, such attorney may be struck off the roll, and for ever after disabled from practising; and it shall and may be lawful for the said Court to commit such unqualified person so acting or practising as aforesaid, to the prison of the said Court for any term not exceeding one year. In addition to the above, the "new prison regulations," recently promulgated by the Secretary of State, direct that the governor shall allow prisoners committed for examination or trial to see their legal advisers at all reasonable times, and in private if required, unless a committing or visiting magistrate shall have issued an order to the contrary, or unless he shall know any sufficient cause why such legal adviser should not be admitted. Every person, however, claiming admission must be a certified attorney or solicitor, or his authorized clerk. In order to carry the above into full effect, the Sheriffs of London have caused a notice to the following effect to be posted in Newgate:—"No person acting as the legal adviser of any prisoner committed to Newgate for trial will be allowed to visit such prisoner unless he is a duly qualified attorney, or clerk to such attorney, and that in either case he must produce a written retainer, signed by the prisoner, and authorizing him to act as his attorney, and sign an entry in a book to be kept by the gaoler, stating that he is so authorized, and that every attorney or attorney's clerk will be required to sign such entry before he will be allowed to have an interview with the prisoner." With regard to what constitutes "acting as an attorney" within the meaning of the above Act of Parliament, Mr. Walesby, when lately presiding as Chairman at the Middlesex Sessions, intimated that preparing and delivering a brief to counsel was acting as an attorney.—*Globe*.

The largest quantity of waste land in any county of England is in the north riding of Yorkshire, there being no less than 132,815 acres of common or waste land out of 1,867,592.

CORRESPONDENCE.

SELECTIONS FROM CORRESPONDENCE.

There is some justice in the following complaint of an "Articled Clerk:"—

Perceiving that your columns are always open to the admission of correspondence on matters o. general interest, I take the liberty of requesting your attention to a point of much importance to those connected with the Legal Profession, in the hopes of either seeing my letter in your influential paper, or a leading article from your own pen on the subject. I refer to that system of *postponement* and *night-work* which is becoming so prevalent among solicitors, alike prejudicial to the employers and the employed. You must be aware of this fact, and therefore I trust it may be deemed worthy of attention. Procrastination and postponemen f work which ought to be done at once cannot possibly benefit either party, particularly when it is put off designedly. Surely a clerk ought not to be denied, through the negligence of the master, those hours of relaxation which are necessary for health and study; for it is not to be expected that he will work in the day-time if kept till midnight the day preceding, but rather the contrary. It is not so injurious to work reasonably the whole of the day-time, provided one can keep regular hours of rest at night; but when work arriving, perhaps, in the morning, or at least at noon, is postponed till the evening, without any reasonable cause, this cannot be done. Were solicitors generally to begin their work early, and continued employed at it all day, they would find much more would be done, and more comfortably so, than when driven off to the last moment. I am not speaking unadvisedly when I say that nearly one half of the lawyers, particularly the young ones, who have good businesses, fall into this habit. Unmindful of their own interests, of the attachment of their clerks, of the safety of their clients, and of their own credit, they wilfully postpone the forwarding or completion of a business till it becomes absolutely necessary, and it is then done at such a time, and in so hurried a manner, that it is extremely liable to faults, and it becomes a matter of serious consideration whether such work can, under the circumstances, be said to be well and safely done. I am therefore confident, that the greater part of the clerks, both articled and otherwise, will feel extremely obliged by your exerting your influence to check this growing evil,—one which the body of clerks, of which I form a member, feel to be particularly grievous and inconvenient. I have purposely avoided entering into the details of the case, but have spoken thus generally in order to draw attention to the subject; and fearing that I have already trespassed too far on your time and space.

I am, Sir, &c.

AN ARTICLED CLERK.

The subject of the fees to justices' clerks continues to attract attention. We have received the following:—

As you have considered my communication of last week, upon the subject of magistrates' clerks' fees, worthy of a place in your columns, and as I have taken up the cudgels against the opponents of the system of paying justices' clerks by fees, but which, be it known, I have only done in order to set right the public against the misstatements relative thereto, which have gone the round of the papers, I once more venture to address the public through the medium of your paper, and, with your permission, I shall continue so to do as often as I see such unfounded, unjustifiable statements with regard to justices' clerks and their fees, as have lately been made by the Marquis of Lansdowne and Lord Campbell. But here let me again state that I have no objection to a proper salary, and that my only object in thus addressing the public is to disabuse their minds against either the positive false statements of those who do know better, or the speculative observations of men who, having been unaccustomed themselves to attend a bench of magistrates, speak only from the jaundiced hearsay evidence of some prejudiced being. My present observations will be in answer only to the unfounded statements made (I take them from the report in the LAW TIMES) by the Marquis of Landsdowne and Lord Campbell in their seats in the House. And really I cannot but express the surpr. .e, and even regret, that I feel that gentlemen—noblemen—holding the station in the country these noble lords do, should, either from ignorance or from some cause which they alone best know, state that in the House which can be proved by every justices' clerk in the kingdom, and by every justice who properly fulfils his duty, to be incorrect. If the noble lords have made their respective statements from ignorance, they are to blame for not properly informing themselves; if from any other cause or feeling towards a set of men, generally speaking, by birth, education, and station, gentlemen, then they are so much the more to blame. The judges will tell a culprit that it is no excuse that he was ignorant of the law. These noble lords, therefore, can have no possible right to plead ignorance of the practice when they make statements—and that too in the execution of their most sacred office as legislators of the kingdom—which I defy them to be in a condition to substantiate. I, Sir, am ready to admit and cordially agree to have altered every objectionable part connected with either the duties or the fees of justices' clerks; but surely it is but fair, upright, and honest to those clerks, to have those objectionable parts brought forward, and discussed in a fair and straightforward manner. I wish to see this done; and if it be so, I am convinced the public generally will acquit the justices' clerks of the unfair, nay, I will say ungentlemanly conduct of which they are accused by the noble lords, particularly by Lord Campbell. With this preface, I will at once come to the statement of the Marquis of Landsdowne, as reported in the last week's LAW TIMES. The marquis is made to say, in reference to the taking fees by justices' clerks, that "there were those persons who were charged with those small offences but *were acquitted*, and then, though declared guilty of no offence, were nevertheless *punished by being taxed with certain fees*." Now, Sir, upon this head I challenge the marquis to produce *one single case*; not but that there are hundreds of cases where such a proceeding is richly deserved, viz. those cases which fail of strict legal evidence, though there can be no moral doubt of their guilt: but, Sir, I call on the marquis to substantiate his statement by *one single case*. I am myself clerk to a large division, and for years have been accustomed to attend, in the course of my profession, the justices' meetings at six or seven other divisions, and yet I have never witnessed such a case in my life. But, Sir, I have witnessed this (and a very proper proceeding it is) that when a petty case has been brought before the justices, and upon investigation it has turned out that although no positive offence had been committed, but a quarrel, or brawl, or some such thing had taken place; or in a common assault, when from the evidence it was not clear which party had struck the first blow, and one party had been equally bad with the other, the justices have directed that each party should *pay half the costs*, which has been a proper punishment to both. Perhaps the noble marquis means such a case as this; if so, it would be but just that he should amend his declaration, the next time he takes his seat. I now come to the statement made by Lord Campbell, as also reported in the last number of the LAW TIMES. This noble lord is made to say that he "KNEW *that great extortion was practised at present by swelling out the proceedings for the mere purpose of increasing the costs at* SO MUCH PER FOLIO." Now, Sir, this is a direct and most ungentlemanly attack upon the character of those gentlemen holding the office of justices' clerks, and it is as unfounded as it is unjust, for I hesitate not to say, notwithstanding the noble lord's declaration that he *knew* the fact, that he cannot substantiate it; and I challenge him, as I did the marquis, to produce *one single case*, inasmuch as I am confident, from my personal knowledge of the manner in which justices' clerks are paid, that there never was an instance where they received so much per folio except for *copies* of the different *original* proceedings, which, as a matter of course, could not by any means be *spun out to a greater number of folios than the originals themselves*. And at every bench of justices that I have ever seen or heard of, the originals are paid for by so much (say one or two shillings) for every information, summons, warrant, conviction, and commitment, long or short, and not by the folio; and for the copies thereof, in this division, *three-half-pence per folio of* 92 *words*. If Lord Campbell considers *this extortion*, he is welcome to make all the copies for me and receive all the *profits*.

In conclusion, Sir, I beg to state that I cannot, for the life me, see the reason for these unfounded statements and unjust attacks, made with such apparent bitterness against a body of gentlemen acknowledged, by every justice accustomed to attend the bench, to be liberal, and frequently unnecessarily so, in their conduct and feelings, and from whom there is no opposition to the proposed plan of paying them by a salary. More acrimony could scarcely have been shewn by a bitter personal enemy than has been most unnecessarily displayed in the discussion of the question of magistrates' clerks' fees; and I do trust that such uncalled for expressions of feeling will, for the future, be laid aside; or at least that, if made, they will be made upon *facts* which can be *proved and substantiated*.

To Readers and Correspondents.

A YOUNG ARTICLED CLERK.—*Messrs. Dew and Co. are not attorneys; therefore, not within our cognizance.*

LEX.—*The practice to which he directs attention is very bad, but we can deal only with men's public acts.*

J. B.—*The paragraph alluded to was cut from one of the morning papers; its insertion was purely accidental.*

A SUBSCRIBER'S CLERK.—*Thanks, but the letters are scarcely within our purview.*

A YORKSHIRE SOLICITOR.—*Many thanks for the suggestions.*

T. N.—*We fear we should be trespassing beyond our province if we published this letter, it is a private, not a public matter.*

A SUBSCRIBER (Southwark).—*We do not answer legal queries, for reasons already assigned.*

TO SUBSCRIBERS.

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THE LAW TIMES.

SATURDAY, APRIL 13, 1844.

TO OUR READERS.

The near approach of Term, which will claim so many columns for the Reports, together with the space occupied by the Index (which, at the request of our readers, has now been made more copious, embracing a reference to the subjects as well as to the names of cases in both the volumes completed), compels us to abbreviate many of our wonted observations on passing events, and to omit much legal intelligence, to enable us to bring up an arrear of many pages which has been in type for a long time, waiting an opportunity for appearance.

We have to announce a gratifying accession of new subscribers with the new volume. The supplementary list of these will be published very shortly. For a great portion of them we are indebted to the kind personal recommendations of present subscribers.

LAW REFORM SOCIETY.

Some correspondents have angrily assailed this Society by anticipation, for of its promoters, its designs, or its capacities they can know nothing, inasmuch as we merely announced its formation in general terms, without naming its members, or defining its plans.

One of our friends asserts that nothing good can come from Lords Brougham and Campbell, and that if they have any thing to do with the Society, it cannot and ought not to enjoy the confidence of the Profession, nor to have the support and aid of the Law Times in the promulgation of its proceedings.

These noble and learned lords *are* active promoters of the society, and yet we cannot refuse it our confidence, nor do we think that our correspondent will, upon reflection, justify the hasty language of hostility in which he has indulged before he could know aught of that which he condemned. Granting that those noble and learned lords deserve the censure heaped upon them as Law Reformers, they do not constitute the society; indeed, they are but a fraction of it. Already it numbers in its ranks, not only the most eminent of the judges, commissioners of bankruptcy, law officers, and distinguished counsel, but many non-professional personages of mark, who approve this mode of securing a better system of law-making than we have yet enjoyed. The following is the prospectus of the society. We shall faithfully report its doings.

SOCIETY FOR PROMOTING THE AMENDMENT OF THE LAW.

During the last fourteen years very great changes have been made in all branches of the law. In every recent session of Parliament some important Acts of this nature have been passed, and many others have been brought in or projected; and there is a very general opinion that considerable further alterations are necessary, and it cannot be doubted that they will be proposed.

That these reforms should be proceeded with in the most cautious spirit, and that no further change should be made without all possible investigation, will not be disputed. Many of the recent alterations in the law, however beneficial in intention, have, it is conceived, been carried into operation in a defective form. Public attention is not always directed to them, and they frequently rest too much on individual responsibility in their passage through Parliament. On the other hand, it is highly advantageous to the community, that proper reforms should be proposed and the reasons in support of them be brought before the public; but more especially before the members of both Houses of Parliament. It would seem also likely to prove beneficial if some public body were to collect all accessible information on the subject of Law Reform.

To carry out these objects it is proposed to establish a society, to be called, "The Society for promoting the Amendment of the Law."

The principal objects of this Society would be:—

1. To assist all useful reforms in the Law.

2. To collect information on all subjects connected with Law Reform.

3. To undertake a communication with the proper authorities in other countries on these subjects.

The Society to consist (without reference to any political party) of gentlemen belonging more especially to the following classes:

1. Lawyers in actual practice.

2. Lawyers who have accepted judicial situations, or who have retired from practice.

3. Gentlemen who have given attention to the subject of jurisprudence, and who are disposed to promote the objects of the Society.

The mode in which the objects of the Society are to be carried out to be left to a committee.

It is submitted that this Society might materially assist the cause of Law Reform, and that this subject is as capable of deriving benefit from an association of this nature, as the many other departments of arts and science, which have derived benefit from established societies: and that if it were properly supported it would supply a want much felt by legislators, and might not only be highly useful, but might command considerable and legitimate influence.

Since the above was in type, the advertisement of its formation has appeared in our columns. To this we refer the reader.

ADVERTISING ATTORNEYS.

The following has been sent to some poor people at Hammersmith, with a solicitation to be employed to take them through the Court of Bankruptcy:—

"*Litera scripta manet.*

"To Insolvents and Others.—An Attorney of many years' experience in Insolvent matters, assisted by an able Accountant, offers his services to those who are involved. They are informed that by virtue of the Insolvent Debtors' Act, 5 & 6 Victoria, cap. 16, imprisonment for debt may be totally avoided by presenting a petition to the Court of Bankruptcy, which will protect them and stay all process against the person. Apply to Mr. Henry Lee, No. 12, Cook's-row, Old Saint Pancras-road, *where the parties will be satisfied of the* advertiser's *integrity: security for half the costs agreed upon taken*, as well as reference given to those who, in difficult circumstances, have availed themselves of the Advertiser's practice on very reasonable terms.

"*N.B.—Debts legally recovered, at* 10 *per cent. and the parties guaranteed from all further liability. Leases, Assignments, Mortgages, Bills of Sale, &c. prepared on like moderate charges.*

"John Tinslay, Solicitor,
2, Roll's-buildings, Fetter-lane."

DEATH OF LORD ABINGER.

The announcement in our last of the severe illness of the Chief Baron of the Exchequer must have prepared our readers for the event which it is now our melancholy duty to record. Lord Abinger died at Bury, on the morning of Sunday, surrounded by his family, but unconscious of their presence.

We had commenced a brief memoir of the professional career of this distinguished personage, when we lighted upon a singularly interesting and accurate one in the columns of the *Times*, so evidently from the pen of one who enjoyed a peculiar knowledge of his history and character, that we should be doing injustice to our readers, by depriving them of the best information, were we not to prefer this narrative to the necessarily crude sketch which we could supply from the imperfect authorities to which only we could have access; we, therefore, extract it entire:—

"Not only amongst the members of the legal profession, but throughout the community at large, the death of a chief judge, belonging to any of the superior courts, is regarded as an event, never unimportant, and sometimes to be deeply deplored. During the long period of half a century, Lord Abinger had practised or administered the law. His active and distinguished life was passed during the reigns of four sovereigns. When he entered upon the exercise of his profession, Lord Kenyon presided in the Court of King's Bench, Sir James Eyre was chief baron, the first Earl of Rosslyn at the head of the Common Pleas, and the first Earl of Eldon attorney-general. To climb the heights which these great men had already attained formed the object of his youthful ambition. To contend with the formidable rivalry of their imitators and successors became the business of his life; and no reader now requires to be informed that he prosecuted this great design with an amount of professional learning, moral energy, and intellectual power, such as have been rarely equalled, and never surpassed. He rose high, and maintained himself in a position of almost unassailable eminence, amongst such men as Best, Gibbs, Garrow, Shepherd, Gifford, Copley, Tindal, Romilly, Brougham, Wilde, with the celebrated Thomas Erskine at one extremity of the series, and Sir William Follett at the other. Few duties can be more agreeable to the writer, and perhaps not many more interesting to the reader, than to take a cursory review of the steps by which a man, who was neither 'born great, nor had greatness thrust upon him,' achieved by his own unaided efforts, the dignity of the bench, and the honours of the peerage.

"He was the descendant of a family which settled in Jamaica as long ago at the first establishment of the colony. In that island they lived long enough to acquire considerable wealth and distinction, and there Lord Abinger was born, the second and last surviving son of Robert Scarlett, by his marriage with Miss Elizabeth Anglin. His youngest brother, Sir William Anglin Scarlett, was also a member of the legal profession, and eventually became chief justice in the island with which he and his relatives had been for so long a period connected. As a natural result of the locality in which he had been born, it was necessary for Lord Abinger to leave his home and travel to Europe, in order to secure the benefit of such an education as his early powers seemed entitled to receive, and for this purpose he was consigned to the care of a friend in the north of England at as early an age as he could venture to travel alone. He was placed for a short time at a public school, but was soon removed to Cambridge, where he entered as a fellow commoner of Trinity College. In four years he took the degree of B.A., and shortly afterwards quitted the university. Within one year after his call to the bar, viz. on the 22nd of August, 1792, he married the third daughter of Mr. Campbell, of Kilmorey, in Argyleshire, by whom he had three sons and two daughters; of the latter the eldest is the lady of Lord Campbell who enjoys a peerage in her own right as Baroness Stratheden.

"On quitting the university he came to London, and devoted himself to his profession with great ardour, selecting as the chief object of his laborious studies the perusal of modern reports, which he esteemed the speediest road to success as an advocate. By the Hon. Society of the Inner Temple he was called to the bar in the year 1791. It has frequently been observed that the possession of any considerable patrimony proves an impediment to success in the arduous and often discouraging pursuit of legal eminence. To this general rule the subject of the present memoir formed a remarkable exception. Although he inherited more than a common independence, he devoted himself to the most laborious of all professions with an earnest perseverance of which there are few examples, and with an industry rarely called into existence by any stimulus less than the pressure of actual necessity. It would seem as if in his case the gifts of nature had been so improved by the accidents of education, as that no bounty of fortune could abate his assiduity, nor any allurements of pleasure corrupt the dignified ambition which aimed at judicial rank, and was eventually gratified by ample income and hereditary dignity.

"Mr. Scarlett began his professional career in the usual way. Previous to his call to the bar he shut himself up in that monastic seclusion to which those who read the laws of England must submit for years, without mitigation of their toil, and very often without any reward for their self-denial; he was not, however, destined to be the victim of unremunerated labour, for, though he sowed in toilsome solitude, he reaped an early and a golden harvest.

"The features which mark the life of a young barrister are full of sameness and often of dull monotony. He goes to Westminster or to Guildhall in the morning, and returns to his murky chambers to spend his afternoon and evening in unbroken application to cases, statues, pleas, demurrers, or decisions; and so the routine proceeds till the circuit varies the scene, and somewhat changes the character of his course of life. Still the difference is immaterial, and detracts little from the noble perseverance of men who, like Mr. Scarlett, have the fortitude to 'bide their time.'

"The practice of the common law was that to which he gave a preference; and the northern was the circuit to which he attached himself. Years rolled by; and, like others, he was compelled to go through the usual probation. Men immeasurably his inferiors in 'learning, talents, toil, and sense,' occupied the position of his leaders; while he discharged the necessary, but subordinate functions, of a junior counsel. No extraordinary rapidity of advancement characterized his life at the bar; thirty briefs did *not* pour in upon him within the compass of a single day, as happened to Mr. Erskine in the early portion of his career; on the contrary, Mr. Scarlett proceeded with a secure and steady success, which was sure to wear well, having been dearly and honestly purchased. In due course the leader of his circuit presented him with a bag, but not until he had business enough to render that species of accommodation quite needful. Not many years elapsed before that bag laboured under a plethora. The

opinion entertained of him by attorneys, clients, and jurors, at first favourable, gradually grew into admiration, and at length ripened into unbounded confidence; until, in the end, men began to think that it would be almost 'a tempting of Providence' for any one engaged in litigation to omit retaining Mr. Scarlett. At the time to which we refer, his personal appearance was, in a remarkable degree, calculated to win the favour of every beholder. Though born in a tropical climate, his physical strength and animal spirits were indomitable, while his command of temper also presented an exception to the ordinary rules which apply to West Indians. He was as calm as any Englishman, and as discreet as 'if bred at Glasgow or at Aberdeen.' While he toiled through the duties of a junior counsel, his leader—no matter who that fortunate person might be—always appeared to place full reliance upon his legal information, and even upon the prudential suggestions respecting the conduct of the case which, from time to time, he would cautiously pour into the ear of his learned but less able senior. These things are never lost upon that branch of the legal profession which dispenses patronage to the bar; and business in term time, business at *nisi prius*, business on circuit, came in 'thick and threefold,' until the perquisites of his clerk amounted to an income on which even a gentleman might manage to live. But his position was still that of a junior counsel; the favour of the Crown had not yet conferred on him the honour and emolument of being called within the bar; nevertheless, the high estimation in which his powers as an advocate were held induced many an attorney to dispense with the assistance of a King's counsel, intrusting the character and fortune of those who employed him to the dexterity and discretion of one who never disappointed any rational expectation which a client could form, and very often exceeded his fondest hopes. Notwithstanding this signal success, twenty-three years elapsed between Mr. Scarlett's call to the bar and his acquisition of a silk gown. In those days that species of patronage was in the gift of John, Lord Eldon; and though prompt enough to bestow it on any Tory who possessed a fair claim, those who made no public or private display of Toryism found their advancement in the profession of the law postponed to the latest moment that was at all consistent with fair play, or even with a plausible semblance of justice. At length, in the year 1816, Mr. Scarlett was called within the bar, invested with a silk gown, and became, therefore, one of that eminent body known as 'his Majesty's counsel learned in the law.' From this time forward a large proportion of the leading business of the Court of King's Bench fell into his hands; and, as there came at the same time a considerable increase of fees, without any great augmentation of labour, he naturally bethought himself that the time had arrived when, like other great members of the profession, he could advantageously unite the exalted function of enacting laws with the more lucrative, but less conspicuous, occupation of expounding them. To enter the House of Commons, therefore, became the next object of his ambition, and he forthwith offered himself as a candidate for the borough of Lewes; but his opponent, Sir John Shelley, was elected by a majority of 19. On a subsequent occasion he offered himself for the same place, but with no better success; and in consequence of this disappointment, he was obliged for a few years longer to confine his powers to the exclusive exercise of a profession in which he was acquiring great wealth, permanent reputation, and present celebrity. The demise of George III., however, necessarily led to a general election, and he accepted the offer of the late Earl Fitzwilliam to come in for Peterborough.

"Although his professional fame had not even then attained its highest point of eminence, he entered parliament with the character of being one of the ablest counsel at *nisi prius* that had ever adorned the English bar. Yet there were many amongst his rivals and contemporaries who excelled him in the attributes of an orator. He was no sentence maker; his style was so unadorned and unpretending, that his audience never suspected themselves to be in the presence of a great man; he never abashed a jury, or benumbed their faculties by any display of intellectual superiority; but rather sought to comfort them, and mould them to his purpose, by inducing them to conceive a very high opinion of their own wisdom and intelligence; he never made the least attempt to exercise imagination, and always gave practical proof that he had no wish to excite the passions of a tribunal by any thing approaching to declamatory appeals. The addresses which he delivered to a jury formed a series of closely connected, well-digested statements and acute remarks, which appeared to be constructed not so much with reference to the general or abstract merits of the case, as to the peculiar mind and temper of those by whom that case was to be adjudicated. It never seemed to be his object to produce a brilliant effect as regarded the auditory assembled in a court, or to win applause from the more enlarged judgment of the public; but simply to get a verdict by such means as to him appeared the surest and the speediest; his mode of practice at the bar, therefore, did but little towards qualifying him to become distinguished in the senate. Doubtless his understanding was superlatively sound and vigorous, but its whole force had for many years been concentrated upon the subtleties of his profession. The statesman is accustomed to view mankind in masses—in mighty aggregations; but the *nisi prius* advocate deals with no greater body of his fellow-men than is barely sufficient to fill a jury-box. In *his* mind the interest of a nation may be confounded, as to its nature and quality, with that of an ordinary client, and the principles of legislation forgotten amidst the heats and struggles of forensic polemics. It can therefore occasion no surprise that the great luminary of Westminster hall should, in St. Stephen's Chapel, appear as a star of second or third-rate magnitude.

"The first subject to which he applied himself in the House of Commons was the financial policy of the Ministers who were in power when he first obtained a seat in that assembly. He urged the expediency of applying the sinking fund to make good the deficiency in the revenue; but, as might be expected, these early efforts of his in the way of parliamentary opposition produced little effect upon the general policy of the King's government, and he therefore thought it expedient to lose no time in applying himself to subjects more congenial to the habits, and probably more agreeable to the natural construction of his mind, accordingly, we find him giving cordial and efficient assistance to Sir Samuel Romilly and Sir James Mackintosh in their efforts to amend the criminal law. In the next stage of his career as a legislator he introduced a proposition for altering the poor-law That attempt proved abortive, and the practical carrying out of the principles which he then put forth was reserved for a later period and another parliament.

"In the year of 1822, a vacancy occurring for the University of Cambridge, he became a candidate, but Mr. Bankes was returned by a majority of 138; and Mr. Scarlett continued to sit for Peterborough, still a supporter of the Whig interest, though so quiet, unobtrusive, and discreet, that he could scarcely be called a partisan. On the breaking up of the Liverpool administration, in 1827, Mr. Canning invoked the assistance of the Whigs, and Mr. Scarlett became Attorney-General. This was his first approach towards those Conservative principles by the consistent maintenance of which he has been distinguished for nearly twenty years; and from the general tenour of his life it may be inferred that they were at all times more in consonance with the moral and intellectual constitution of his nature than that liberality which enters so largely into the speeches, and so little into the practice, of his *quondam* associates.

"In the office of Attorney-General Mr. (now Sir James) Scarlett was succeeded by that able and very learned, but somewhat eccentric person, Sir Charles Wetherell. Then came the Wellington Ministry, and with their accession to office came many changes, amongst which was the measure of Roman Catholic relief. To this Sir Charles Wetherell opposed himself with extraordinary effect and characteristic vehemence. Whereupon the Duke, in his usual way, intimated that the resignation of the worthy and learned knight would be very acceptable; and without loss of time Sir James Scarlett became once more his Majesty's Attorney-General. This was the period of the Brunswick Clubs; and the enthusiasm which characterized those associations naturally extended itself to their organs amongst the daily and weekly press. Several criminal informations were filed against a publication, long since defunct, called the *Morning Journal*, against the *Atlas*, and other papers, for libels on the Duke of Wellington and the Lord Chancellor. It has often been observed that 'the man who undertakes the advocacy of his own cause has a fool for his client.' Some of those who were the objects of prosecution at that time did defend themselves in person; and, looking at the circumstances in which they were placed, it may possibly be thought that their case formed an exception to the general rule; for, as they could not indulge much hope of acquittal, they had nothing to lose, while they had every thing to expect, from the sympathy of their patrons, and from the sources of advantage which notoriety is frequently supposed to open. These prosecutions, in which Sir James gained verdicts, formed the leading features of his official life. He still continued to owe his seat in Parliament to Lord Fitzwilliam, whether sitting for Malton or for Peterborough, and yet he gave his unqualified support to those principles which, about that time, ceased to be designated by the term 'Tory,' and assumed the denomination of 'Conservative.'

"As might be expected, he resigned the office of attorney-general when Lord Grey became the head of the government, and zealously co-operated with Sir Robert Peel and his supporters in their opposition to the several reform bills which, during the years 1830, and 1831, were submitted to the consideration of Parliament. He had, however, for some time ceased to be the nominee of Lord Fitzwilliam, having been returned for Cockermouth in 1831, and for Norwich in 1832.

"Lord Lyndhurst filled the office of Chief Baron in 1834. Towards the latter end of that year Sir Robert Peel was unexpectedly called upon to form a Conservative ministry. Lord Lyndhurst was, therefore, required to withdraw from the Exchequer, in order that he should preside in Chancery; and the office of Chief Baron was conferred upon Sir James Scarlett, who, at the same time, was called to the House of Peers by the title of Baron Abinger.

"It has long been proverbial in Westminster-hall, that a distinguished advocate, when raised to the bench, does not always become an eminent judge; on the contrary, it has happened in more instances than one, that men who never had enjoyed much fame at the bar have, when placed on the judgment-seat, acquired, amongst the sages of the law, the highest and most enduring reputations. To this rule Lord Abinger formed no exception, for his fame as an advocate has not been equalled by his character as a judge. The same result having often happened in similar cases did not prevent considerable surprise in some minds that a man who for nearly forty years had been accustomed to influence juries with almost undisputed away, should suddenly lose some portion of his ascendancy over their minds when he attained to a more elevated position and a weightier responsibility. A full investigation of the causes to which this effect might be attributed would require little less than a dissertation upon the character and composition of juries, upon the difference which subsists between the qualifications of an advocate and those of a judge, as well as upon those peculiarities of individual character that impart a favourable development to faculties in one position, and which in another cause them to become unmanageable or ineffective. As a brief memoir of this description must present rather a summary of facts than a series of metaphysical discussions, it may shortly be stated, that, for some time after his elevation to the bench, Lord Abinger did not get his verdicts out of the jury-box with all the facility that long habit at the bar probably led him to expect. A an advocate he had been the wonder of the age in which he lived. The causes of his matchless good fortune had often been made the subject of elaborate inquiry. One writer would tell the world, that he owed it all to his knowledge of 'the books;' a second would impute the whole matter to his skill in cross-examination; a third to habitual influence over the mind of the judge; a fourth that 'by some conjuration or mighty magic,' he acquired a personal acquaintance with every juror in the box during the progress of a cause; a fifth, that under the guise of an artless manner, a homely phraseology, and a passionless aspect, he was nevertheless a profound logician, and a consummate orator. It fortunately happens, that there exists no necessity for following up these ingenious speculations. No one who ever frequented the courts in which he practised could doubt that he, with much greater rapidity and effect than any other person present, acquired a knowledge of the facts of the case, the law of the case, the feelings and opinions of the judge, the degree of intelligence and prejudice existing in the jury-box, the characters of the parties to the cause, the documentary evidence, the pleadings, the witnesses, and even the solicitors on either side. Under every variety of circumstances, he exerted himself, body and soul, to present the facts of his client's case clearly and consistently, and indisputably before a jury. Few men excelled him in the art of cross-examination; but he outstripped all competition, whenever he found it necessary to restore to comfort, and to set up one of his own witnesses whose testimony might have been damaged by a severe cross-examination from the adverse counsel. Polite to the bar, respectful to the bench, and conciliatory to the jury, he went through the most toilsome and distracting duties with faculties never obscured by passion or enfeebled by defeat—with a memory never at fault, a judgment that seemed incapable of error, and an ardent zeal, as readily called forth on behalf of the meanest as in the cause of th most dignified client. Though the subject-matter of the action might reach the lowest scale of insignificance, his best endeavours were put forth; and the weightiest issue could exact from him no more.

Lord Abinger was for many years a bencher of the Inner Temple, and at all times a very zealous guardian of the rights and privileges of that ancient and learned corporation, never failing to use his best endeavours to prevent their calling to the bar any individual whose character or habits were likely to unfit him for becoming a depository of that large confidence which must often be reposed in members of the legal profession. He was for many years Attorney-General of the County Palatine of Lancaster; and his lordship was also a privy-councillor.

"His first wife died in the year 1829, and after remaining a widower for 14 years he married, in 1843, the daughter of the late Lee Steere Steere, Esq., of Jayes, in Surrey. Lady Abinger had previously been married to the Rev. H. J. Ridley, of Ockley.

"Lord Abinger retained the full use of his remarkable and vigorous faculties down to the very day on which he was attacked with the fatal disease that terminated his valuable existence. He was one of the judges of the Norfolk Circuit during the present assizes; and, being at Bury St. Edmund's, he presided in court on the second of this month up to the late hour of 7 o'clock in the evening, going through the business of the day with the same clearness, precision, and skill which distinguished him in the prime of life. Within two hours from the adjournment of the court he was speechless, and within the short space of five days, he breathed his last, having reached the advanced age of 76, and having acquired, as a leading counsel at *nisi prius*, higher rewards in fame and in wealth than have yet fallen to the lot of the most fortunate amongst his contemporaries.

"His eldest son, Robert Campbell Scarlett (now Lord Abinger), was born on the 5th of September, 1794. On the 19th of July, 1824, he married Sarah, the second daughter of George Smith, Esq., Chief Justice of the Mauritius. The issue of this marriage was two sons and two daughters. The present Lord Abinger was called to the bar, and practised for a short time. He was returned to Parliament for Norwich in 1835, and for Horsham in 1841; and his elevation to the peerage will therefore occasion a vacancy in the representation of that borough. The second child of the deceased peer is Lady Stratheden, the third is the widow of Sir Edward Currey, the fourth Colonel Scarlett, of the 5th Dragoon Guards; and his youngest son, who had been marshal and associate of the noble and learned Chief Baron in the Court of Exchequer, has been recently appointed her Majesty's Secretary of Legation at the Court of Tuscany."

VERULAM SOCIETY.

Subscriptions to this Society continue to come in; the following have been received since our last report:—

	s.	d.
Poole, T. Lewis, Gloucester . . .	10	6
Smallridge and Co. Ditto . . .	10	6
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Nicholls, Benj. Farnham	10	6
Tournay, Robt. Ticehurst . . .	10	6

PRACTICAL NOTES ON STATUTES.

No. V.

7 Wm. 4 & 1 Vict. c. 55.

Sheriff's Fees.

The assizes being now over, we think that a short note upon the subject of sheriff's fees on writs of execution will be of practical utility.

What fees may be taken.—The sheriff was at common law bound to execute all the king's writs and sell the goods, without any charge or reward whatever (*Woodgate* v. *Knatchbull*, 2 T. R. 158), and therefore nothing can be claimed but that which is given by statute. The 7 Wm. 4 & 1 Vict. c. 55, repealed part of 42 Edw. 3, c. 9, and 1 Hen. 5, c. 4, and part of 23 Hen. 6, c. 9, and the fees mentioned in those statutes are now superseded by those allowed by the table; and in cases in which these last apply no other fees can be taken. Thus the amount of fees for sale by auction are fixed, and the sheriff cannot claim anything for extra trouble and expense to prevent a rescue or other incidental object (*Slater* v. *Haines*, 7 M. & W. 413, 9 D. P. C. 221), not even if such expense is incurred in consequence of adverse claims (*Davies* v. *Edmonds*, 2 Law T. 101, 3 D.N.S. 395); but he is entitled to his per-centage upon the whole sum realized by the sale, although a portion of it is subsequently paid to the landlord for rent. (*Davies* v. *Edmonds*, *ibid.*) As in the table of fees, sales by auction are only contemplated, the sheriff will lose his claim if the goods are valued and sold by private contract, and will not be allowed even the expenses of appraisement. (*Phillips* v. *Lord Canterbury*, 1 Law T. 317; 3rd N. S. 283; 11 M. & W. 619.)

Poundage.—The 29 Eliz. c 4, 3 Geo. 1, c. 15, and 43 Geo. 3, c. 46, are not repealed by the 7 Wm. 4 & 1 Vict.; and the sheriff's claim to poundage is therefore unaffected by the new table of fees. Poundage, then, is due whenever there is *a levy*, although the parties compromise before sale (*Alchin* v. *Wells*, 5 T. R. 470); but not if the debtor pays the sum to the sheriff before execution, for then there is no levy. (*Colls* v. *Coates*, 11 Ad. & El. 826.) The poundage, on execution of writs of *ca. sa.* is payable only on the debt *bonâ fide* due, notwithstanding the plaintiff has, by mistake, indorsed a larger sum on the writ, in contravention of the directions of 3 Geo. 1, c. 13, sec. 17 (*Evans* v. *Maners*, 9 D. P. C. 256); and in case of a compromise by the Crown, poundage is due only upon the sum actually received by the Crown under the levy. (*Rex* v. *Robinson*, 4 D. C. P. 447.) If a writ of *ca. sa.* is indorsed *non est inventus*, and the defendant surrenders himself to the sheriff, the sheriff will be entitled to poundage. (*Magnay* v. *Morgan*, 1 Law T. 253.)

How levied, and return by sheriff.—In writs of *ca. sa.* poundage cannot be demanded of the defendant, as the 43 Geo. 3 gives to the sheriff the power of levying only under executions *against goods*. (*Hagley* v. *Racket*, 5 M. & W. 620.) The sheriff, it seems, may levy fees and expenses allowed by the new table, although they are not indorsed on the writ, and need not specify the respective amounts in his return. (*Curtis* v. *Mayne*, 2 D. N. S. 37.)

Remedies against the sheriff.—The third section of 7 Wm. 4 & 1 Vict. gives power to the Court to punish the sheriff summarily, provided the complaint is made before the last day of Term next following the act complained of; and the fourth section empowers the Court to award costs as they may think fit; but this only applies to cases of complaint to the *Court*, and costs cannot be ordered against the sheriff when the amount has been referred to a judge by consent. (*Curlewis* v. *Bird*, 1 D. N. S. 752.) It seems that this remedy is cumulative only, and does not alter the liability of the sheriff to an action for extortion. (*Ibid.*; but see *Usher* v. *Walters*, 1 Law T. 78.)

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 49, Essex-street, addressed to the Editor.]

New Books.

ARCHBOLD'S NEW PRACTICE.

(*Concluded from p. 15.*)

From the same chapter we take another very useful section on a subject upon which we receive continual applications for information:—

ADMISSION OF ARTICLED CLERKS.

"*Notice of intention to apply for admission.*]—Formerly, every clerk who intended to apply for admission, must, for the space of one full Term previous to the Term in which he intended to apply, have caused 'his name and place of abode, and also the name or names and place or places of abode of the attorney or attorneys to whom he shall have been articled, written in legible characters,' to be affixed on the outside of the court, in which he was to be admitted, in such place as public notices were usually affixed, and also in some conspicuous place in the chambers of each of the judges of the court, and also in the King's Bench office or Common Pleas office. (R. T. 31 Geo. 3, K. B. C. P.)

"This is somewhat altered at present. Instead of affixing it on the outside of the court, it is now ordered by R. G. H. 6 W. 4, that 'three days at the least' (that is to say, three days exclusive, *Anon.* 2 Har. & W. 65) 'before the commencement of the Term preceding that in which any person not before admitted shall propose to be admitted an attorney of either of the courts, he shall cause to be delivered at the Master's or Prothonotary's office, as the case may be, instead of affixing the same on the walls of the courts as now required, the usual written notices, which shall state, in addition to the particulars now required, his place or places of abode or service for the last preceding twelve months; and the Master or Prothonotary, as the case may be, shall reduce all such notices as in this rule first mentioned, into an alphabetical table or tables, under convenient heads, and affix the same on the first day of Term in some conspicuous place within, or near to and on the outside of each court.' Soon after this rule was promulgated, many mistakes were made in not delivering the notice to the Master in time; but as the rule was not then very well known, and the error therefore excusable, the Court in most cases allowed the name, &c. to be inserted in the Master's list, after the time here mentioned. (See *Ex parte Blunt*, 5 Dowl. 231.) Under special circumstances, also, the Court have allowed the clerk to put up his notices after the commencement of the Term, with a view of being admitted on the last day of the following Term. (*Ex parte Chandler*, 1 Dowl. N. C. 814.) Where the 15th April fell on Easter Sunday, and the Wednesday was therefore the first day of Easter Term, a delivery of the notices to the Master three days before the 18th was holden to be in time. (*Ex parte Bayley*, 6 Dowl. 516.) The clerk must also give a Term's notice, to the same effect, to the examiners, by leaving the same with the secretary of the Law Society at the hall of that society in Chancery-lane. (R. G. H. 6 W. 4, s. 4.)

"Also, by a rule of the Court of Queen's Bench, instead of sticking up the notices in the judges' chambers, which was found inconvenient, it is ordered that the party intending to apply shall 'for the space of one full Term, previous to the Term in which such person shall apply to be admitted, enter or cause to be entered in a book to be kept for that purpose at each of the judges' chambers of this court, his name and place of abode, and also the name and place of abode of the attorney or attorneys to whom he shall have been articled; and that no person who shall not have complied with this rule shall in future be admitted an attorney.' (R. T. 33 Geo. 3.) This must be done at least the day before the Term; but the Court, under peculiar circumstances, have allowed the clerk to be admitted, notwithstanding the notices were not entered until the first day of Term. (*Ex parte Downing*, 8 Law J. 232, *qb.*)

"So that now, in all the courts, one copy of this notice must be delivered at the Master's office three clear days at the least before the Term immediately preceding that in which the party is to apply for admission. And before the same Term, one other copy must be given to the examiners, as above directed; and five more copies must, in the Court of Queen's Bench, be entered in the books kept for that purpose at the chambers of the judges of that court respectively, or in the Court of Common Pleas, must be affixed in a conspicuous place in the respective chambers of the judges. (*Ex parte Gordon*, 2 Dowl. 470; *Re Parsons*, 5 Nev. & M. 241; 1 Har. & W. 349.) And one more copy must be affixed also before the Term, in the usual place in the Queen's Bench office or the Common Pleas office, as the case may be. The notice in the office being that which gives the greatest publicity to the intended application, will not be dispensed with (*Ex parte Morgan*, 4 Dowl. 296); where, indeed, through illness, this notice was not affixed in the office until the fourth day of Term, Taunton, J. allowed the clerk to be admitted in the following Term. (*Ex parte Herbert*, 2 Dowl. 172.) But where, through inadvertance, it had not been affixed at all, Littledale, J. refused to admit the clerk; he said, however, that upon giving fresh notices, he would allow him to be admitted on the last day of the following Term. (*Ex parte Stonehurst*, 1 Har. & W. 517; and see *Ex parte Chandler*, 1 Dowl. N. C. 814, S. P.) But as to the entry of the notices in the books at the judges' chambers, where, through the inadvertance of the London agent, the notice was entered in the book at the chambers of the chief justice only, and not at the chambers of the other judges, until within a few days of the second Term, Littledale, J. allowed the party to be admitted on the last day of Term. (*Ex parte Woolright*, 1 Har. & W. 517, 4 Dowl. 274; and see *Ex parte Downing*, *supra.*)

"The notice, we have seen, must state the name and place of abode of the master; and of all the masters the clerk may have served during his clerkship. If there be a mistake in the name (*Ex parte Dobson*, 2 Dowl. 539), or if any name be omitted (*Ex parte Jones*, 1 Dowl. 439. but see *Ex parte Collins*, 6 Dowl. 495), the Court usually refuse to admit the clerk. In one case, however, where a wrong name had been inserted by mistake, they allow the notice to be amended, and the party to be admitted on the last day of the following Term. (*Re Clarke*, 4 Nev. & M. 709, 1 Har. & W. 146, and see *Ex parte Dukes*, 7 Dowl. 605.) And where a clerk, who had changed his name during his clerkship, by mistake inserted in his notice his present name only, and not his former one, the Court allowed him to put up fresh notices, and to be called in the following Term. (*Ex parte Ridley*, 2 Har. and W. 66.) Where both master and clerk had two Christian names, and they were described by both in the notices, but by one only in the articles, the Court allowed the clerk to be admitted, on an affidavit of the identity of the party. (*Ex parte Croft*, 1 Har. & W. 375; 5 Nev. & M. 58.)

"The form of the notice will be found in the Appendix.

"In some cases, under peculiar circumstances, where the clerk was going to one of the colonies, or a foreign country, to practise there as an attorney, the Court, upon special application for the purpose, have allowed him to be admitted, before his notices have been given the time required by the rules above mentioned. (See *Ex parte Hulme*, 1 Har. and W. 366, 4 Dowl. 88; *Ex parte Lawson*, 2 Har. & W. 85; *Ex parte Handcock*, *Id.* 99.)

"It will be perceived that these notices must be given three days exclusive before the commencement of the Term next preceding that in which the clerk is to be admitted (*ante*, pp. 51, 52); and therefore if the clerk be not admitted in the second Term, all these notices must be again given, before he can apply for admission. (*Ex parte Blunt*, 12 Law J. 97, *qb.*) In one case, indeed, where, under peculiar circumstances, the clerk did not apply until the third Term, Littledale, J. although he could not order him to be ad-

mitted then, granted a rule that upon then giving his notices, he should be admitted on the last day of the fourth Term. (*Ex parte Southern*, 6 Dowl. 26.)

"*Swearing, admission, &c.*]—Engross an affidavit of service (*see the form, in the Appendix*), and annex it to the copy of the articles executed by your master; also engross an affidavit of the stamp duty being paid (*see the form, in the Appendix*), and let both affidavits be sworn before a judge.

"Having made these two affidavits, *call at the Master's office, and get the original affidavit of the execution of the articles, which you had filed there. Pay him 2s. 6d. Then take these three affidavits, your articles* (see *Ex parte Clarke*, 3 B. & A. 610; *Ex parte Nicholls*, 1 Dowl. N.C. 263), *and the certificate of the examiners as to your fitness, to the chambers of one of the judges of the court, and give them to the clerk, who will thereupon obtain the judge's fiat for your admission; pay him one guinea. Then take the fiat, affidavit of due execution, articles and certificate to the Master's office; give them to the clerk, and pay him at the same time 25l. (the stamp duty on your admission), and his fees. Attend afterwards at Westminster, at such time as he may appoint, and you will be sworn, and sign the oath roll; and your admission, on stamped parchment, signed by one of the judges or Masters, will be delivered to you. Pay the crier 1s. for the oath, and 5s. on your signing the roll. You then take this admission to the Master's office, and the clerk there will enter your name upon the roll of the attorneys of the court. Pay him 10s.* This enrolment is made by the Masters of the Queen's Bench and Exchequer, as a matter of course, even without instruction; but it is otherwise in the Common Pleas. In prudence you should see that it is done; for an omission in this respect may be of serious consequences to you. An attorney, although admitted, yet if not enrolled, has no legal right to costs; and in a late case, where the attorney for the defendant was not enrolled, the Court of Common Pleas stayed the proceedings, upon a verdict for the defendant, without costs. (*Humphreys* v. *Harvey*, 1 Bing. N.C. 62; 2 Dowl. 827.) And in a similar case, where an action for penalties was brought against the attorney for practising, his name not being on the roll of attorneys, the Court held that they could not relieve him, by allowing his name to be enrolled *nunc pro tunc*, as the right of a third person would thereby be compromised; they intimated, however, that they would have done so, if the action had not been brought. (*Ex parte Swift*, 1 Bing. N.C. 734; 1 Hodg. 175.)"

The *second* book treats of the proceedings in actions generally, in the following order: limitation of action; process and other proceedings in the action, to declaration; proceedings from declaration to plea; pleading and other proceedings, to issue; trial and other proceedings, to verdict; proceedings from verdict to judgment and execution; amendment and writ of error. The *third* book is devoted to the proceedings in particular actions, as ejectment, replevin, penal actions, and feigned issue. The *fourth* book describes the proceedings in actions by and against particular persons, as actions by and against attorneys; by and against bankrupts and their assignees; against clergymen; by and against corporations; against hundredors, &c.; by and against husband and wife; by and against ideots and lunatics, infants, insolvents; against justices of peace, constables, &c.; by paupers; against peers and members of Parliament; and by and against prisoners. The *fifth* book treats of the Law and Practice of Arbitration, and forms not the least valuable portion of the contents of these useful volumes. The *sixth* book supplies all the information required by the practitioner, as to rules, judges' orders, &c.; and the *seventh* and last treats of irregularity, and the mode of taking advantage of it.

To these there is added an Appendix of Forms; and that which, though a novelty, is certainly a recommendation, a series of Questions of Practice, introduced principally for the benefit of the law student, that he may be enabled, when he has carefully perused the volumes, to test his memory by answering these queries in writing, and then referring to the text to see if he has replied correctly. This is an innovation upon the established form of law books, for which we thank Mr. ARCHBOLD. We hope the example he has set will be universally followed.

The writer is so well known, and his authority stands so deservedly high, that we can pass no better compliment upon the execution of the work, the outline of whose design we have traced, than to say that it is in all respects worthy of himself.

We will take one other passage, not, however, so much to shew the manner of the author, as to instruct the reader. It is on the subject of

ARBITRATION.

"All matters in dispute between parties may be referred by them to arbitration. The Court of Queen's Bench, however, have refused to make a submission a rule of court, where part of the matter agreed to be referred had been made the subject of an indictment. (*Watson* v. *M'Cullum*, 8 T. R. 520, but see *Baker* v. *Townsend*, 7 Taunt. 422; *R.* v. *Cotesbatch*, 5 D. & R. 265.) And the Court of Exchequer have holden that a poor's rate was not the subject of a reference, and that an award as to its validity, and the extent of liability of one of the parties to it, was therefore bad, and could not be enforced. (*Thorp* v. *Cole et al.* 2 Cr. M. & R. 367, 1 Mee. & W. 531.) Also, upon a trial before the sheriff, upon a writ of trial, a verdict cannot be taken subject to an award; for the sheriff is bound to try the cause, and cannot delegate his authority to another. (*Wilson* v. *Thorpe*, 6 Mees. & W. 721.)

"We shall consider this subject under the following heads:—1, the submission; 2, the proceedings before the arbitrator, and the award; 3, the mode of enforcing the award; 4, for what causes and how set aside.

"1. *The submission.*

"A submission to arbitration may be, by order of *Nisi Prius*, or by rule of court, or by judge's order, by bond or other deed or agreement of submission. These we shall consider presently. In drawing them up, care must be taken to define exactly what matter in difference is intended to be referred. The reference is usually either of all matters in difference between the parties, or of the matters in difference in some particular cause, or of some specific matter in difference between them. A submission of all matters in difference between the parties in the cause would be in fact a submission, not of the cause only, but of all matters in difference; the words 'parties in the cause,' being merely a designation of the parties, and not of the subject of reference. (*Malcolm* v. *Fullarton*, 2 T. R. 645.) But a reference of all matters in difference in the cause between the parties would be a reference of the cause only. (*Id.* and see *Smith* v. *Muller*, 3 T. R. 624.) Where the submission recited a claim by the plaintiff against the defendant for a sum of 201*l.* and then stated an agreement to refer all matters in difference; in fact, the plaintiff had another claim against the defendant for 120*l.* which he did not actually demand of him until after the date of the submission, but which he insisted upon before the arbitrator, and the arbitrator awarded upon it in his favour: the Court held, that this recital in the submission did not limit the effect of the larger operative words, and that the arbitrator was right in deciding upon this claim of 120*l.* it being a matter in difference between the parties. (*Charleton et al.* v. *Spencer*, 12 Law J. 23, *qb.*) If by mistake the submission be drawn up differently from what was intended by one of the parties, so as to preclude him from bringing his case or any material part of it under the consideration of the arbitrator, he should apply to the other party to consent to its being amended; and if they refuse, a judge upon summons will probably allow him to revoke his submission. But the Court, without consent, will not amend it. (*Rawtree* v. *King*, 5 Moore, 167; *Pearman* v. *Carter*, 2 Chit. 29.)

"*By whom.*]—Where the submission is by bonds or deed, the bonds or deed must be executed by the parties themselves, or by some persons authorized by them, for that purpose, by some instrument under seal; and the like, if the submission be by parol, or by agreement not under seal, except that the authority need not be by deed. And it has been holden that one of several partners cannot bind his co-partners by a submission to arbitration, even of matters arising out of the business of the firm. (*Stead* v. *Salt*, 3 Bing. 101; *Adams* v. *Bankart*, 1 Cr M. & R. 681; and see *Boyd* v. *Emmerson*, 4 Nev. & M. 99.) Where the submission is by rule of court or judge's order, it is always obtained by the attorneys of the respective parties; and at Nisi Prius, if the counsel or attorneys for parties in a cause consent to a reference, it is deemed binding on the clients, whether they are privy or consenting to it or not. (*Filmer* v. *Delber*, 3 Taunt. 486; see *Beddell* v. *Doose*, 6 B. & C. 255.)

"*By order of Nisi Prius.*]—When a cause is called on at Nisi Prius, it may be referred by an order of Nisi Prius. As soon as this is agreed upon, the counsel engaged in the cause indorse their briefs accordingly, and hand them to the associate, who will thereupon draw up the order. At the same time, it is usual to have the jury sworn, and to take their verdict for the plaintiff for the amount of the damages laid in the declaration, subject to the award; this is essentially necessary in bailable actions, for otherwise the bail would be discharged by the reference. (2 Saund. 72 *a.*) If the award be at all likely to be under 20*l.* or likely to be such, in other respects, as would require the certificate of the judge, if the cause had been tried to give the parties costs, care should be taken that a power be given to the arbitrator, by the order, to certify in the same manner the judge might have done. (See *Wallen* v. *Smith*, 5 Mees. & W. 159; *Dewar* v. *Swaby*, 10 Law J. 328, *qb.*; *Spain* v. *Cudell*, 9 Dowl. 745.)

"*By rule of court or judge's order.*]—It is only in cases where an action is pending, that the parties can submit to arbitration by a rule of court or a judge's order. The rule is obtained upon two motion papers, on which the terms of the reference are indorsed shortly thus: '*Referred to Mr. —— on the usual terms; award to be made on or before the ——,*' adding if necessary such other terms, not included in the usual printed form of the rule, as may be agreed upon. *Get these signed by counsel, and take them to the Master's office, and the clerk there will thereupon draw up the rule.* A judge's order is obtained from his clerk, upon a written consent to the like effect, signed by the attorneys on both sides. It may be necessary to mention, that a judge's order, referring a cause, may be made a rule of court, even after the submission has been revoked by one of the parties; for it may be necessary, notwithstanding the revocation, to act upon that part of the order which gives costs for wilful delay. (*Aston* v. *George*, 2 B. & A. 395.)

"*By bond, &c.*]—If no action be pending, or indeed whether there be or not, the parties may submit the matter in difference between them to arbitration, either by mutual bonds of submission, or by deed, or by agreement not under seal, or by parol. I have given a form of such a bond, in the Appendix, from which a deed or agreement, if preferred, may readily be framed. In these instruments, care should always be taken to introduce the usual consent clause, under stat. 9 & 10 Wm. 3, c. 15, which shall be mentioned presently, that the submission may be made a rule of court; otherwise you will not be enabled to proceed against the party by attachment, or execution, for non-performance of the award.

"By stat. 9 & 10 Wm. 3, c. 15, s. 1. Parties wishing to end 'any controversy, suit or quarrel, for which there is no other remedy but by personal action or suit in equity,' by arbitration, may agree that their submission shall be made a rule of any of His Majesty's courts of record, and insert such agreement in their submission; and the same may afterwards, upon affidavit thereof by one of the witnesses thereto, be entered of record in such court, and a rule be made thereupon; and if any of the parties disobey the award or umpirage to be made in pursuance of such submission, he shall be deemed guilty of a contempt of the said court, and the court on motion shall issue process against him.

"A parol submission is not within this Act, and cannot therefore be made a rule of court, even with the consent of parties. (*Ansell* v. *Evans*, 7 T. R. 1.) Nor are mere criminal matters, which are the subject of indictment, within the Act; the words 'controversies, suits or quarrels,' meaning only civil disputes between the parties. (*Per* Lord Kenyon in *Watson* v. *M'Cullum*, 8 T. R. 520, and see *Lucas* v. *Wilson*, 2 Burr. 701.) Where three actions in the Exchequer and one in the King's Bench were referred by one agreement, containing a consent that it might be made a rule of the Court of King's Bench or Exchequer; and after the award was made, the submission was accordingly made a rule of the Court of King's Bench; and there was an application also to make it a rule of the Exchequer, but that court refused to do so, saying that the Court of King's Bench, of which the submission was already made a rule, could deal with the whole matter, as well as they could. (*Winpenny* v. *Bates*, 1 Dowl. 559.) So, where a cause in the Exchequer was referred by a judge's order, and it was made a part of the order that it should be made a rule of the Court of Queen's Bench: upon application for this purpose to Patteson, J. in the Bail Court, he held there was no objection to it, and it was accordingly done. (*Milstead* v. *Craufield*, 9 Dowl. 124.) Where the consent was, to make the 'award' a rule of court, instead of the submission, the Court held it to be sufficient. (*Pedley* v. *Westmacot*, 3 East, 603; *Re Storey, et al.* 7 Ad. & El. 602; see *Soilleux* v. *Herbst*, 2 B. & P. 444; *Re Woodcroft and Jones*, 9 Dowl. 538.) Where the agreement of submission contained this consent, and the time for making the award was afterwards enlarged, but the enlargement did not contain it, it was contended that the submission alone could be made a rule of court, but not the enlargement: but the Court, after consulting with the other judges, held, that a general consent to enlarge, virtually included all the terms of the first submission, and among the rest, the consent to make it a rule of court. (*Evans* v. *Thompson*, 5 East, 189.) The submission may be made a rule of court in vacation, as well as in Term. (*Re Taylor*, 5 B. & A. 217.) And it may be made a rule of court, even after it has been revoked. (*Aston* v. *George*, 2 B. & A. 395; see 5 Taunt. 452, *semb. cont.*)

"*Proceedings before the arbitrator, and the award.*

"After having obtained the submission, and ascertained that the arbitrator will undertake the reference, *get a written appointment from the arbitrator, and serve a copy of it on the opposite party. Make out a short statement of your case, and leave it with the arbitrator; or if the cause have been referred at Nisi Prius, leave him one of the briefs. Then attend at the time appointed, with your witnesses, and have them called in before the arbitrator, in the order in which you wish them to be examined. If statements, as above mentioned, or the briefs, have been delivered to the arbitrator, it is not usual or necessary for even counsel to address him in the first instance, but he at once pro-*

ceeds to hear the witnesses on both sides; and he then hears the parties by their counsel or attorneys,—for the plaintiff first, then for the defendant, and lastly (if the defendant have called witnesses or given other evidence), for the plaintiff in reply. Some arbitrators, in cases where the defendant has given evidence, allow the counsel or attorney for the defendant to address him first, and then the plaintiff's counsel or attorney in reply. But in this, and in all other matters under the immediate control of the arbitrator, it is impossible to lay down any general rule of practice, each arbitrator usually adopting such a line of practice in this respect as he thinks best. As to the law connected with this part of the subject, independently of the practice, it will be convenient to consider it under the following heads.

"*Umpire and umpirage.*]—If the submission direct an umpirage, in case the arbitrators should disagree, it either names the umpire, or directs how and when he should be appointed. If he is to be appointed by the arbitrators, he may in general be appointed by them before they enter upon the reference, even although the submission give the power to appoint only in case of their disagreeing. (*Bates* v. *Cook*, 9 B. & C. 407, *Roe dem. Wood* v. *Doe*, 2 T. R. 644.) They may, in fact, appoint him either before or after the time limited for making their award, provided they do so before the time limited for making his umpirage. (*Harding* v. *Watts*, 15 East, 556.) And they must appoint him, if at all, before the time appointed by the submission for the making of his umpirage. (*Re Doddington et al.* 8 Law. J. 331, *cp.*) If the arbitrators are to appoint him, his appointment should be matter o' choice, not of chance: they cannot choose him by lot, or by tossing-up, or the like; if they do, his umpirage cannot be enforced, and the Court, upon application, will set it aside (*Re Cassel*, 9 B. & C. 624; *Ford* v. *Jones*, 3 B. & Ad. 248; *Wells* v. *Cooke*, 2. B. & A. 218; *Young* v. *Miller*, 3 B. & C. 407; *Re Greenwood et al.* 9 Ad. & El. 699; *Hodson* v. *Drewry*, 7 Dowl. 569); unless indeed he have been so chosen, with the knowledge and consent of the parties. (*Re Tunno & Bird*, 5 B. & Ad. 488, 2 Nev. & M. 328, and see *Re Jamieson*, 2 R. & W. 35.) Where one of two arbitrators choose the umpire, under some claim of right to do so, which was acquiesced in, though with some reluctance, and for the sake of peace, by the other, the Court refused to set aside the umpirage. (*Re Vinicombe & Morgan*, 10 Law J. 128, *qb.*) Where arbitrators choose an umpire, and, upon his refusing to act, choose another, their second choice is good; their power to appoint is not determined by the first choice, if the umpire then chosen refuse to act. (*Trippet* v. *Eyre*, 3 Lev. 563; *Oliver* v. *Collings*, 11 East, 367.)

"When the umpire enters upon his umpirage, he may re-examine the witnesses; but it has been holden not to be objectionable for the umpire to receive the evidence from the arbitrators, unless the parties require him to do otherwise (*Hall* v. *Lawrance*, 4 T. R. 589), or expressly consent to his doing otherwise; if either of them re,uest of him to examine the witnesses, and he refuse to do so, the Court will set aside the award. (*Re Sulkeld et al.* 10 Law J. 22, *qb.*) So, if an umpire refuse to receive further evidence, besides that which was given before the arbitrators, his umpirage will be bad, and the Court will set it aside; and the fact of one of the parties having taken it up will be no waiver of the objection. (*Re Jenkins et al.* 11 Law J. 7', *qb.*) He may make his umpirage at any time before the expiration of the time limited for that purpose by the submission; he may do so even before the time limited for the arbitrators making their award. (*Spriyens* v. *Nash*, 5 M. & S. 193; *Smailes* v. *Wright*, 3 M. & S. 559.) Where the umpire was to make his umpirage within six months, and he made it within six calendar months, but not within six lunar months, the umpirage was holden bad. (*Re Swinford and Horn*, 6 M. & S. 226.) There is no objection to the arbitrators joining with him in his umpirage; their doing so does not affect the umpirage either one way or the other. (*Soulsby* v. *Hodgson*, 3 Burr. 1474; *Beck* v. *Sargent*, 4 Taunt. 232.) But it seems that arbitrators cannot decide upon part, and the umpire upon another part, of the matters referred, unless the submission contain a special authority to that effec.. (*Tollit* v. *Saunders*, 9 Price, 612.) On the other hand, where by the submission the arbitrators had a power to appoint an umpire, and the parties bound themselves to perform and obey the award of the said two arbitrators *and* their umpire; an award was made by the two arbitrators only, and it did not appear they had appointed any umpire: the Court held the award bad, and refused to grant an attachment for the non-performance of it. (*Hetherington* v *Robinson*, 4 Mees. & W. 608.)

"*Witnesses.*]—Where the submission is by rule of court or judge's order, or order of *Nisi Prius*, or where it contains a consent that it shall be made a rule of court, the attendance of witnesses before the arbitrator may be compelled, either by rule of court or a judge's order; the party at the time of making the application, stating the county in which the witness resides, or that he cannot be found; they may also be compelled by such rule or order to produce such documents as they would be bound to produce upon a trial. (3 & 4 Wm. 4, c. 42, s. 40.) An appointment of the time and place of attendance, signed by one, at least, of the arbitrators or by the umpire, must be served upon the witness, together with or after the rule or order, and his expenses tendered to him in the same manner as in the case of a trial; after which, disobedience of the rule or order will be deemed a contempt of the Court. *Id.* But he shall not be compelled to attend more than two consecutive days, to be named in such order. *Id.* There is no objection, it should seem, to have one order for all the witnesses on each side, and to serve copies upon them personally, at the same time shewing them the original, in the same manner as in the case of a subpœna; but it may be prudent to have a signed appointment for each witness.

"The witnesses may be sworn by any one of the arbitrators or the umpire. (3 & 4 Wm. 4, c. 42, s. 41.) And the submission, directing the witnesses to be examined on oath before a judge or commissioner (which may still be done, *James* v. *Attwood*, 5 Bing. N.C. 628), does not exclude this general power of the arbitrator to administer the oath. (*Hodsoll* v. *Wise*, 4 Mees. & W. 536; S. C. *nom. Hodson* v. *Wilde*, 7 Dowl. 15.) The form of oath to be administered may be thus:—'*You shall true answers make to all such questions as shall be asked of you, touching the matters in question between the parties to this reference; So help you God.*' Or in the case of a Quaker or Moravian, he may make an affirmation thus, repeating it after the arbitrator: '*I, A. B. being* [*one of the people called Quakers*' or '*one of the united brethren called Moravians*] *do solemnly, sincerely, and truly declare and affirm that I shall true answers make to all such questions as shall be asked of me, touching the matters in question between the parties to this reference.*' It is no objection, however, to an award, that the witnesses were not examined upon oath, if that objection were not made at the time of the examination. (*Ridout* v. *Pye*, 1 B. & P. 91.) But where the submission required the witnesses to be examined on oath, and the arbitrator received some affidavits, the Court set aside the award, saying that the deponents ought to have been examined *vivâ voce*. (*Banks* v. *Banks*, 1 Gale, 46.)

"*Examination of Parties.*]—The rule or order of reference usually authorizes the arbitrator to examine the parties, if he think fit. As it is a matter entirely in the discretion of the arbitrator, whether he will examine a party or not, the Court will not interfere where he refuses to do so. (*Scales* v. *East London Water Works Company*, 1 Hodg. 91.) Indeed arbitrators very seldom avail themselves of the power; and when they do, it is usually by examining one party for the other, as to matters of which there is no other evidence. (See *Warne* v. *Bryant*, 3 B. & C. 590.) But there is no objection to his examining the parties, each in support of his own case, if he think fit. (*Wells* v. *Benskin*, 9 Mees & W. 45.) The examination in such a case is usually conducted by the arbitrator himself, without the interference of counsel, &c."

With such decisive evidence of its worth, we now commend these volumes to the notice of the Profession.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 2s. 6d.]

BIRTH.

Dickinson.—On the 4th inst. at 8, Upper Harley-street, the wife of F. H. Dickinson, esq. M.P. of a daughter.

MARRIAGES.

Aboyne, the Earl of, eldest son of the Marquis of Huntly, to Mary Antoinetta, only surviving daughter of the Rev. P. W. Pegus and the Countess Dowager of Lindsey, and half sister of the Earl of Lindsey, at St. Martin's church.

Bromfield, Mr. James, of Whitchurch, Shropshire, solicitor, to Alice Anne, daughter of the late Stephen Worthington, esq. of Liverpool, on the 9th inst. at Bangor, Carnarvonshire.

Langdale, Alfred, esq to Charlotte, eldest daughter of the late W. C. L. Keene, esq. of Gower-street and Lincoln's-inn, on the 11th inst. at St. Pancras Church.

Morgan, George De, esq. of the Middle Temple, barrister-at-law, to Josephine, third daughter of Rear-Admiral Sir Josiah Coghill Coghill, bart. of Belvedere-house, in the county of Dublin, on the 10th inst. at Cheltenham.

DEATHS.

Bromley, Nathaniel Warner, esq. of Bansfield Hall, Suffolk, and East-street, Red Lion-square, and formerly of Gray's-inn, on the 8th inst. aged 88.

Gould, John, esq. of Gloucester-street, Queen-square, and late of Rochester, solicitor, on the 29th ult. aged 74.

Leathley, John, esq. second son of the late William Leathley, esq. of Upper Bedford-place, and nephew of Mr. Justice Maule, on the 15th January, at Macao.

Smith, George, esq. on the 9th inst. at his chambers, No. ,, Gray's-inn-square.

Staples, John Michael, member of the Hon. Society of Lincoln's-inn, eldest son of J. J. Staples, esq. District Judge of Kandy, on the 25th of January, at the house of his uncle, H. I. Staples, esq. Colpetty, in the Island of Ceylon, aged 19.

Uwins, Elizabeth, the wife of the Rev. J. G. Uwins, and eldest daughter of Joseph Blower, esq. of Lincoln's-inn-fields, on the 2nd inst. at Cainscross, Gloucestershire.

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

There has been some activity and fluctuation in the Stock-market since our last report. Consols have reached 100½, at which they now stand. There is some advance in the unfunded debt, Exchequer Bills being now quoted 74s. to 76s. prem. The Three per Cents. Reduced, 99⅝ to ¾; the Three-and-a-Half per Cents. Reduced, 103⅛ to ¼; the New Three-and-a-Half per Cents., 104 to ⅛; Bank Stock, 200 to 201; India Stock, 294 to 296.

The Foreign market is firm, with but little doing; Spanish Five per Cents. closed 26½ to ⅝; the Three per Cents., 37⅜ to ½; Portuguese, 46 to 47; Peruvian, 30½ to 31½; Mexican, 35¾ to 36; the Deferred, 15⅞ to 16; Dutch Two-and-a-Half per Cents., 61⅛ to ⅜; the Five per Cents., 100 to ¼; Danish, 87½ to 88½; Colombian, 14⅞ to 15⅛; Chilian, 102 to 104; Buenos Ayres, 37 to 38; Brazilian, 80 to 81; and Belgian, 104½ to 105½.

In the Railway Share market there has been no material change since our last. We may, however, add, that prices do not stand so firm as they did last week. Subjoined are the latest quotations:—London and Birmingham, 234 to 236; New Quarter Shares, 27½ to 8½; New Thirds, 39½ to 40½; South Western, 84 to 5; Eighths, 3⅞ to 4⅛ prem.; London and Brighton, 44 to ½ per share; New, 11¼ to ½; Blackwall, 6⅛ to ⅜; Greenwich, 5 to ⅛; Croydon, 16⅝ to ⅞, Manchester and Leeds, 112 to 114; New, 47½ to 8½; Quarter Shares, 9¼ to ¾; Manchester and Birmingham, 48 to 49; Birmingham and Derby, 62 to 3; Thirds, 20 to 1; Eighths, 4¼ to ½; Midland Counties, 90 to 2; North Midland, 90 to 2; Edinburgh and Glasgow, 65½ to 6½; New, 16¼ to ½; Great Western, 109½ to 10½; Half Shares, 69½ to 70½; Fifths, 19 to ¼; South Eastern, 35½; New, 5¼ to ¾ premium; Northern and Eastern, 57¼ to 8¼ per share; Eastern Counties, 12¼ to ½; New Registered, 14⅛ to ⅜; Perpetual Five per Cents., 1 1-16 to 3-16 premium: Birmingham and Gloucester, 94 to 6 per share; Hull and Selby, 58½ to 9½; Bristol and Exeter, 72 to 4; Paris and Orleans, 35¾ to 6; Paris and Rouen, 37½ to 8; Rouen and Havre, 7¼ to ¾ prem.; Caledonian, 5¼ per share; Chester and Holyhead, 7¼; Dublin and Cashel, 6; Harrowgate and Knaresborough, 2¾ to ⅞; Lancaster and Carlisle, 7⅜ to ⅝; Norwich and Brandon, 7½.

In Joint Stock Banks—Colonial, 15; London Joint Stock, 13⅜ to ⅝; London and Westminster, 25⅛; Provincial of Ireland, New, 17½.

In Mines—Santiago de Cuba, 9; United Mexican, 4⅜.

The High Prices of the Funds.—It appears that for the first time for nearly a century, the Three per Cent. Consols are at par, or 100*l.* money for 100*l.* stock. The last time they were at 100*l.* was in 1749, the year after the peace of Aix-la Chapelle; at which period the amount of the public debt was rather more than 78,000,000*l.* The highest price the Three per Cents. ever rose to was in June, 1737, and again in May, 1739, when they attained the high price of 107*l.* Between the year 1729 and the year of the rebellion, 1745, the Three per Cents. were never lower than 89, and for a considerable portion of that period they were above par. Again, in March, 1792, they rose to 97⅛, when the amount of the national debt was 239,359,000*l.* During the period between the peace of Paris, in 1763 (when the amount of the debt was 138,774,000*l.*), and the breaking out of the American war, they fluctuated between 80 and 90 per cent. Towards the close of the American war—namely, in Feb. 1782—they were as low as 52¼. At the termination of the American war the debt was 249,851,628*l.* In the years 1797-8, in consequence of the great success of the French armies on the continent, and of the mutiny at the Nore, and of the rebellion in Ireland, together with the failure of the attempt to negotiate with the French republic, the price of stock became less than it had been before or since that time. In May, and again in June, 1797, the Three per Cents. Reduced were as low as 46¾. In the September of that year the Three per Cent. Consols fell to 47⅞, being the lowest price to which they ever have fallen. Dr. Hamilton, in his valuable work on the national debt, states that they were also at that price in January, 1798. The Three per Cent. Consols have not been under 68 since the latter part of the year 1820, when they were 67⅝. The highest price the Four per Cents. ever attained was 107½, in August, 1791; and the lowest price was 59½, in January, 1798. The highest price the Five per Cents. ever

attained was in August, 1791, when they were 122½, and the lowest price was in August, 1798, when they were only 60½.—*Globe.*

Public Sales.

By Messrs. MUSGROVE and GADSDEN.

A freehold property, situated in the High-street, Wapping, comprehending the extensive premises for upwards of a century known as Hore's wharf and bonded warehouses. Also a residence at the corner of Great Hermitage-street; let at 74*l.* per annum—17,400*l.*

A freehold property, [illegible] a stack of warehouses, known as No. 21, [illegible] extending the whole space between Nos. 20 and 25 Bov lane, [illegible] side, let at 750*l.* per annum; also, a corresponding stack of warehouses at the back, let at 170*l.* per annum—5,050*l.*

A ground-rent of 35*l.* per annum, arising from five copyhold houses, joining Walter's-court, Bromley—600*l.*

A copyhold house, known as the Crown and Anchor, in Brook-street, Ratcliff; let at 40*l.* per annum—[illegible]

Three houses and shops, Nos. 45, 46, and 47, Hoxton Old Town; let at 102*l.* per annum, and a ground-rent of 2*l.* 0*s.* per annum, from three houses in Huntingdon-street; held for 283 years, at 10*l.* 2*s.* 6*d.* per annum—690*l.*

A residence, No. 5, Crescent-place, Burton-crescent, let at 90*l.* per annum; held for 62 years from September next, at a ground-rent of 21*l.* per annum—720*l.*

By Messrs. SHUTTLEWORTH and SONS.

Ten shares in the London and Westminster Steam-boat Company, 10*l.* each paid in full—17*s.* 6*d.* per share.

The absolute reversion to one-fifth share of 1,459*l.* 10*s.* 6*d.* Old South Sea Annuities, upon the demise of a gentleman now in his 74th year—155*l.*

The present and reversionary interest in the sum of 1,298*l.* 11*s.* 4*d.* sterling, being one-seventh of a sum of 9,089*l.* 19*s.* 8*d.* part of a larger sum—420*l.*

The absolute reversion to 2,464*l.* 8*s.* 6*d.* Three per Cent. Reduced Bank Annuities, on the decease of a lady, aged 56 in January last—990*l.*

A policy for 500*l.* in the Rock Office, effected April 19, 1822, on the life of a gentleman now in the 53rd year of his age; annual premium 13*l.* 12*s.* 11*d.*—130*l.*

A freehold residence, No. [illegible] New Steine, Brighton, let at 110*l.* per annum, clear of taxes—1,810*l.*

Two dwelling-houses and premises, situate at Hornsey hill, near the church. The property is copyhold, held of the manor of Topsfield, subject to a fine and a quit-rent of 2*s.* 1*d.*—440*l.*

Two ditto, adjoining—600*l.*

Two ditto, 500*l.*

An improved rent of 62*l.* per annum, for 18½ years, secured upon two houses, Nos. 22 and 23, Goswell-street-road—870*l.*

The absolute reversion to one-fourth part or share of and in the sum of 1,580*l.* West India Dock stock, to which the purchaser will be entitled upon the death of two gentlemen now in the 90th and 50th year of their [illegible] pective ages—140*l.*

Ten shares in the London and Westminster Steam boat Company of 10*l.* each, paid [illegible] the above company—3*l.* 17*s.* 6*d.* per share.

The [illegible] Old South Sea Annuities to which the purchaser will be absolutely entitled upon the demise of a gentleman now in his 74th year—155*l.*

The reversion in one-twelfth share of the sum of [illegible] Three per Cent. Consols and 2,515*l.* 18*s.* 6*d.* Three per Cent. Reduced (subject to legacy duty of 3 per cent.) after the decease of the survivor of two ladies, one in the 90th and the other in the 72nd year of her age—240*l.*

The present and reversionary interest in the sum of 1,298*l.* 11*s.* 4*d.* sterling, being one-seventh of a sum of 9,089*l.* 19*s.* 8*d.* part of a larger sum, invested on mortgage of a valuable colliery in Her Majesty's Forest of Dean. The property forming the security of the said sum of 9,089*l.* 19*s.* 8*d.* of which the said one-seventh or sum of 1,298*l.* 11*s.* 4*d.* forms part—420*l.*

The absolute reversion to the sum of 2,464*l.* 8*s.* 6*d.* Three per Cent. Reduced Bank Annuities, clear of legacy duty, part of the sum of 16,691*l.* 6*s.* 3*d.* like stock, to which the purchaser will be entitled on the decease of a widow lady, aged 56—990*l.*

A policy for the sum of 500*l.* effected with the Rock Life Assurance Company, Bridge-street, Blackfriars, April 12, 1822, on the life of a gentleman now in the 53rd year of his age. Annual premium, 13*l.* 12*s.* 11*d.*—130*l.*

By Messrs. FULLER and MARSH.

A freehold house, No. 3, Adam-street, Rotherhithe, let at 11*l.* per annum—130*l.*

A ditto, No. 34—135*l.*

The absolute reversion to one-third part of 1,000*l.* Three-and-a-Half per Cents. Reduced, on the death of a lady in the 52nd year of her age—127*l.*

A policy of 12 shares in the Amicable Office for 2,400*l.* on the 21st Dec. 1822, on the life of a lady now in the 60th year of her age, annual premium 99*l.*—1,120*l.*

The reversion to one-eighth part of 8,633*l.* Three per Cent. Consolidated Bank Annuities, and 9*l.* 19*s.* Long Annuities; also the absolute reversion to one-eighth part of a freehold house, No. 123, High-street, Portsmouth, let at 30*l.* per annum; also two pews in Portsmouth Church, and a policy for 500*l.* in the Atlas office, on the life of a gentleman 25 years of age, on the death of a gentleman now in the 50th year of his age, provided he dies before the gentleman aged 25 years—520*l.*

Five shares of 25*l.* each, called and paid, in the South Metropolitan Cemetery—24*l.* 10*s.* per share.

A policy for 3,000*l.*, effected with the Standard the 29th May, 1838, on the life of a gentleman aged 65 years; annual premium 219*l.* 15*s.*—338*l.*

By Messrs. RUSHWORTH and JARVIS, at Garraway's.

A house, No. 44, Welbeck-street, Cavendish-square, let for 21 years, from June, 1825, at the yearly rent of 130*l.* per annum; held for 98 years from June, 1768, at a ground-rent of 12*l.* 12*s.* per annum—860*l.*

A house, No. 3, Tavistock-street, Bedford-square, let at 76*l.* 15*s.* per annum clear of all taxes; held for 82 years, from Lady-day, 1773, at a ground-rent of 4*l.* per annum—[illegible]

A residence, No. [illegible], Charlotte-street, Bloomsbury, let at [illegible] per annum [illegible] years from Lady-day, [illegible], at a ground-rent [illegible] per annum—270*l.*

A house, No. 49, [illegible]onshire-street, Queen-square, Bloomsbury; held for 81 years from Lady-day 1772 (old style), at 7*l.* per annum—300*l.*

A house, No. 50, Devonshire-street, let at 52*l.* per annum; held for 81 years from Lady-day, 1772, at 8*l.* 10*s.* per annum—260*l.*

A ditto, No. 52, let at 48*l.*; held for the same term—310*l.*

A ditto, No. 53, let at 40*l.*—170*l.*

A house, No. 8, Bedford-street, let at 70*l.* per annum; held for 98 years from Michaelmas 1775, at a ground-rent of 7*l.* per annum, the land-tax is redeemed—700*l.*

A house, No. 11, Huntley-street, Bedford-square, let at 45*l.* per annum, held for 99 years from Lady-day 1786, at a ground-rent of 8*l.* 8*s.* per annum—430*l.*

A house, No. 13, Huntley-street; also a stable and premises in the rear; held for 99 years from Lady-day 1786, at a ground-rent of 8*l.* 8*s.* per annum.

Ten shares in the Sun Fire Assurance Office, paying a present dividend of 17. 6*s.* [illegible] share—46*l.* per share.

THE GAZETTES.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, April 6.

Aikey, E. builder, Ryde, Isle of Wight, March 8. Trusts. Stanard J. painter, and Kemp [illegible] surveyor, both of Ryde. Sol. [illegible], Ryde.—*Austin,* W. [illegible]der, Conduit-mews, Paddington, Feb. [illegible]. Trusts. J. N. Hempson, gent Praed-st. J. Pons[illegible]d, esq. and Edward Medlicott, lime and brick merchant, Whitefriars. Sol. [illegible] Cook's court.—*Crowder,* J. brush manufacturer, Gamsbro', March 30. Trusts. W. Forrest, druggist, and W. Crowder, [illegible] merchant, Gains bro'. Sol. Robinson, Gainsbro'.—*Parry,* C. R. draper, Ratcliff-highway, March 18 [illegible] J. Osm[illegible], gent Westminster-road. Sol. Ashurst [illegible] Cheapside.

Bankrupts.

DATE OF FIAT AND [illegible] CREDITORS' NAMES.

Gazette, April 5.

BEARD, NEVILLE, [illegible] seller, 6, [illegible] B[illegible], and 18, Charlton-[illegible] Somers-town, April [illegible] at half-past one, May 21, at one, Basinghall st Com. Merivale Follett, off ass. Stenning, sol. Staple's-inn. Date of fiat, April 3. H. Baron, tanner, Upper Russell st [illegible] dsey, pet. cr.

BRIGINSHAW, JEFFERIES, [illegible] Bell inn, Wandsworth, April 10, at half-past twelve, May 15, at two, Basinghall-st. Co[illegible] Evans; Johnson, [illegible] ass., James, Basinghall-st. sol. [illegible] fiat, March 26. W. F. Hodgson, wine merchant, 11, Cannon-st. pet. cr.

BROWN, JOHN, tea dealer and grocer, Weymouth, April 18 and May 14, at twelve, Exeter. Com. Goulburn; Hertzel, off. ass.; Hill and Matthews, Bury-court, St. Mary Axe, and Terrell, Exeter, sols. Date of fiat, March [illegible] O. Lewis, wholesale tea dealer, Philpot-lane, pet. cr.

CLIFF, WILLIAM GIBSON, coach broker, Chapel-yard, Cross lane, High Holborn, and Ingatestone, Essex, April [illegible] Com. Williams; Turquand, off. ass.; Jones, Mark-lane, sol. Date of fiat, March 30. M. Brown, wharfinger, Potter's-[illegible], pet. cr.

DEVINE, MICHAEL, grocer and provision dealer, Liverpool, April 15, at half-past eleven, May 9, at eleven, Liverpool, Com. Phillips; Morgan, off. ass.; Cornthwaite and Adams, Doctors'-commons, and Cornthwaite, Liverpool, sols. Date of fiat, March 29. W. Gardner, provision merchant, Liverpool, pet. cr.

HODSON, THOMAS COLLINS, linen draper, Leominster, April 12, at half-past eleven, May 10, at eleven, Birmingham, Christie, off. ass., Lloyd, Milk-street, and Bartlett, Birmingham, sols. Date of fiat, March 15. T. T. Woodhouse and H. Woodhouse, warehousemen, Aldermanbury, pet. crs.

KING, JAMES, jun. wholesale tea and coffee dealer, 22, Budge-row, London, April 17, at eleven, May 17, at two, Basinghall-st Com. Fane; Whitmore, off. ass.; Dawes and Son, Angel-court, sols. Date of fiat, April 3. J. King, gentleman, Stock Exchange, pet. cr.

LAWRENCE, GEORGE HENRY DARBY, merchant, Hornsey, April 10, at three, May 17, at two, Basinghall-st. Com. Evans; Johnson, off. ass., Blunt and Co. Lothbury, sols. Date of fiat, April 1. W. P. M'Andrew and R. M'Andrew, pet. crs.

PEGLER, FRANCIS JOHN, woollen-draper, Duke-st. Reading, April 22, at half-past two, May 27, at twelve, Basinghall-st. Com. Fane; Whitmore, off. ass.; Wood and Fraser, Dean-st. Soho, sols. Date of fiat March 27. W. S. Wheeler, E. Tewart, jun. J. P. Tewart, and R. Tewart, warehousemen, Ludgate-hill, pet. crs.

PHILLIPS, PHILIP, printseller, Southampton-st. Covent-garden, April 17, at twelve, May 17, at one, Basinghall-st. Com. Fane; Alsager, off. ass.; Foord, Pinners'-hall, sol. Date of fiat, April 2. S. Toulson, hop-merchant, Cooper's-row, Tower-hill, pet. cr.

SAGE, ALFRED JOHN, chemist and druggist, 71, High-st. Whitechapel, April 18, at one, May 22, at twelve, Basinghall-st. Com. Merivale; Green, off. ass.; Rawlings, Crosby-hall-chambers and Romford, sols. Date of fiat, April 3. F. J. Park, ironmonger, Fish-st.-hill, pet. cr.

Gazette, April 9.

PEARCE, THOMAS, miller, Meaford, Stone, April 17, at half-past eleven, May 14, at eleven, Birmingham; Valpy, off. ass.; Wood, Burslem, sol. Date of fiat, March 26. W. S. Cope, ironfounder, Norton-in-the-Moors, Staffordshire, pet. cr.

POWELL, JOHN, the Younger, lodging-house keeper and scrivener, Birmingham, April 17, at two, May 22, at eleven, Basinghall-st. Com. Evans; Smith, Bedford-row, sol. Date of fiat, April 4. J. Powell, cabinet-maker, Birmingham, pet. cr.

PROCTER, NENIAN, tanner and leather-seller, Meanwood, York, April 20 and May 11, at eleven, Leeds, Com. Bere; Fearne, off. ass.; Bond, Leeds, sol. Date of fiat, April 4. T. Charlesworth, esq. on behalf of the Leeds Banking Company, Leeds, pet. cr.

Walton, Tyndall, and *Walton, Jones,* upholsterers and cabinet-makers, York-rd. Lambeth, April 23, and May 21, at eleven, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Rush, Austin-friars, sol. Date of fiat, April 4. J. and W. Kynaston, warehousemen, Cateaton-st. pet. crs.

MEETINGS AT BASINGHALL-STREET.

Gazette, April 5.

Adams, J. C. woollen warehouseman, Basinghall-st. April 17, at half-past two (by adj.), last ex.—*Armfield,* W. draper, Northampton, April 16, at one (adj. March 22), last ex.—*Berry,* F. miller and cornfactor, Rye, Sussex, April 23, at twelve, div.—*Bourne* and *Bourne,* woollen drapers, Coleman-st. and Regent-st. April 17, at half-past eleven, last ex. of William Bourne.—*Champion,* R. furrier, Friday-st. April 16, at one (adj. March 14), last ex.—*Collins,* J. hotel keeper, Staines, April 16, at half-past twelve, proof of debts.—*Gouger,* H. merchant, Great Winchester-st. City, April 26, at two, joint div. and sep. of Gouger.—*Gough,* E. T. patent agent and bookseller, April 17, at eleven, proof of a debt.—*Judd,* J. and *Judd,* W. mealmen, Romsey, Southampton, April 26, at one, sep. div. of William Judd.—*Overington,* J. plumber and glazier, Arundel, Sussex, April 26, at twelve, div.—*Piggott,* J. jun. cabinet maker, Richmond, April 26, at eleven, aud.—*Turner,* J. cabinet maker and upholsterer, Honduras-house, Grange-place, Hoxton, April 26, at half-past one, div.—*Wood,* T. H. draper, Penton-st. Pentonville, April 26, at half-past one, aud. and div.

Gazette, April 9.

Austen, H. T. *Maunde,* H. and *Tilson,* J. bankers, Henrietta-st. Covent-garden, April 30, at one, fin. joint div.—*Beswick,* M. wine merchant, Norwich, May 2, at twelve, aud.—*Dows,* J. miller and seedsman, Ham-mills, Thatcham, Berks, April 30, at one, fin. div.—*Flint,* J. linen draper, Lewes, Sussex, May 1, at twelve, div.—*Smith,* N. T. the younger, ship owner, Lime-st. April 30, at one, div.—*Wooster,* T. and *Wooster,* T. the younger, coal factors, Coal Exchange, London, April 30, at half-past twelve, joint div.

FOR ALLOWANCE OF CERTIFICATES.

Gazette, April 5.

Minister, E. tailor, Argyll-place, April 26, at one.—*Sturtevant,* R. L. soap manufacturer, Church-st. Bethnal-green, April 26, at half-past two.

Gazette, April 9.

Chaplin, W. H. bricklayer, Inworth, May 1, at twelve.—*Faulkner,* J. builder, Danver-st. Chelsea, May 2, at eleven.—*Pettit,* R. livery stable keeper, Ealing, April 30, at eleven.—*Shaw,* F. builder, London-wall, May 2, at half-past eleven.—*West,* J. G. grocer, Wandsworth, May 1, at one.

MEETINGS IN THE COUNTRY.

Gazette, April 5.

Butler, S., W. and J. ironfounders, Birmingham, April 27, at eleven, Birmingham, div.—*Fletcher,* W. oil and colourman, Birmingham, April 30, at one, Birmingham, aud. and May 1, at one, fin. div.—*Harford,* J. and *Davies,* W. W. iron founders and iron merchants, Bristol, and Ebbw Vale and Sirhowy, Monmouthshire, April 30 (instead of May 1), at eleven, Bristol, joint div.—*Jackson,* W. baker, Liverpool, April 17, at twelve, Liverpool (adj. April 3), last ex.—*Leech,* [illegible] Newcastle-on-Tyne, April 29, at twelve, Newcastle, aud. and May 2, at one, div.—*Rostron* and *Rostron,* manufacturers and merchants, Manchester and Edenfield, April 16, at twelve, Manchester, to choose new assignees.—*Short,* C. E. calico printer, Woodend, April 17, at one, Manchester (adj. Jan. 17), last ex.—*Wade,* J. paper maker, Birmingham, April 29, at eleven, Birmingham (adj. March 27), to choose assignees.—*Warburton,* J. miller, Bromyard, April 29, at eleven, Birmingham, aud.—*Wilson,* J. linen manufacturer, draper, and hosier, Newcastle upon-Tyne, April 29, at half-past twelve, Newcastle, aud. and April 30, at eleven, div.

Gazette, April 9.

Bearup, W. joiner, Newcastle-upon-Tyne, May 2, at eleven, Newcastle, aud.—*Bell* and *Davison,* earthenware manufacturers, Newcastle-upon-Tyne, May 2, at eleven, Newcastle, sep. aud. of Davison.—*Bentley,* T. calico printer, Eccleston, April 23, at one, Liverpool (adj. April 3), last ex.—*Danks,* S. screw and nail manufacturer, Wednesbury, Staffordshire, April 30, at half-past one, Birmingham, aud. and May 7, at a quarter-past one, div.—*Darwin,* J. and *Frith,* F. ironfounders, Chapeltown, Ecclesfield, and Sheffield, May 2, at eleven, Leeds, aud. and May 4, at eleven, fin. div.—*Eardley,* E. china dealer, Exeter, May 2, at twelve, Exeter, aud. and May 3, at twelve, fin. div.—*Green,* W. coach maker, Cheltenham, April 30, at one, Bristol, aud.—*Hancock,* E. hackneyman, Sheffield, May 1, at eleven, Leeds, aud. and May 3, at eleven, fin. div.—*Smith,* E. F. and *Bryant,* R. M. carpenters, May 2, at twelve, Bristol, aud.—*Western,* T. maltster, miller, and brewer, Brushford-mills, Devonshire, May 9, at twelve, Exeter (adj. March 27), last ex. and aud. and May 10, at twelve, div.—*Williams,* F. ship builder, Bristol, May 3, at eleven, Bristol, aud.

FOR ALLOWANCE OF CERTIFICATES.

Gazette, April 5.

Dower, M. gilt toy manufacturer, Birmingham, May 3, at one, Birmingham.—*Forster and Co.* bankers, Carlisle, April 29, at eleven, Newcastle.—*Murphy,* M. grocer, Liverpool, April 26, at eleven, Liverpool.—*Wilson,* J. linen manufacturer, Newcastle, April 29, at half-past twelve, Newcastle.

Gazette, April 9.

Bearup, W. joiner, Newcastle-upon-Tyne, May 2, at half-past eleven, Newcastle.—*Leech,* J. ironmonger, Newcastle, May 2, at half-past one, Newcastle.—*Lewis,* W. carpenter, Bristol, May 2, at eleven, Bristol.—*Wileman,* T. hosier, Earl Shilton, May 1, at eleven, Birmingham.—*Wolland* and *Wolland,* turners and timber merchants, Exeter and Powderham, April 30, at twelve, Exeter, as to W. Wolland.

CERTIFICATES.

Gazette, April 5.—*To be allowed April* 26.

Ayford, T. victualler, Harrow-road.—*Bentley,* T. cloth manufacturer, Rawden.—*Dunnage,* W. and I. plumbers, Tooley-st.—*Hazard,* T. O. and *Bingham,* H. merchants, Sheffield.—*Parr,* T. plumber, Liverpool.—*Perryman,* J. H. bookseller, Birmingham.—*Pile,* G. wine merchant, Bishopsgate-st.—*Webb,* C. apothecary, Oxford.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.

HOUSE of LORDS by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by CHAS. G. PRIDEAUX, Esq., of Lincoln's Inn, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JAMES A. FOOT, Esq of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM by JOHN LANE, Esq. D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Thursday, March 14.

STOCKING *v.* LLEWELLYN.

Infringement of patent—Injunction—If after injunction obtained there appears to be any material variation between the allegations in the bill or the aid thereby sought, and the affidavits in support of the plaintiff's case, the Court will, upon application of the defendant, dissolve the injunction with costs.

This was a motion to dissolve an injunction which had been obtained by the plaintiff against the defendant, to restrain him from using and exercising, and from building and running certain cabs, to the [illegible] benefit of which the plaintiff claimed to be solely entitled, under and by virtue of certain letters patent. The plaintiff's case was, that about the year 1836, W. S. Gillett and John Chapman invented certain improvements in the construction of cabs, the advantage whereof consisted in the cabs being in a state of balance on the axle when the driver was in his seat, so that the weight on the horse was as little as possible, and with the centre of gravity of the vehicle directly under the passengers' seat, thereby preventing the possibility of the vehicle overturning.

The above invention was secured to the said W. S. Gillett and J. Chapman by letters patent, dated 21st day of December, 1836, which gave them, their executors, administrators, and assigns, the exclusive right, during the term of fourteen years from the date thereof, to make, use, exercise, and vend their invention of "certain improvements of that description of vehicles called cabs, within England and Wales and the town of Berwick-upon-Tweed."

In pursuance of a proviso in the said letters patent, the patentees procured a specification, describing the nature of the invention, and how it is to be performed, to be duly enrolled in the Court of Chancery, on the 21st day of June, 1837, within six months of the date of the letters patent.

In the specification, the patentees declared that their invention related, 1st, to the application of a driving-seat or box (or such-like convenient support for the driver), to the back of such description of two wheeled one-horse vehicles as are so constructed that the passengers enter in front, suitable to cabs; 2ndly, in a mode of applying and working of a window or blind to cabs; 3rdly, in the mode of applying a safety-frame to cabs; 4thly, a mode of applying the springs of two-wheeled one-horse vehicles used as cabs; 5thly, in a mode of applying a suitable instrument to cabs to ascertain the distance at any time gone by the cab, whereby the same might be indicated to the passenger and to the owner of the vehicle, and thus produce a check on the driver. The description of which novelties were referred to by figures or letters on certain drawings annexed to the specification.

The above-named patentees continued till lately to be the joint proprietors of their patent invention, until the 7th of December last, when the letters patent were assigned and made over to John Chapman solely, who, on the day following, duly assigned all his interest therein to the plaintiff, who is consequently now the sole holder of the letters patent and sole proprietor of the invention.

The charge against the defendant was, that he had lately, and without leave of the plaintiff, built and used three cabs constructed with driving seats and safety frames according to the method described in the specification, and protected by the letters patent, [illegible] Chapman on behalf of [illegible] W. S. Gillett, his co-patentee [illegible] license [illegible] [illegible] which [illegible] became [illegible] payment [illegible] defendant had [illegible] of the above [illegible] took [illegible] the [illegible] structed with driving seats and safety-frames according to the specification.

It moreover appeared that the original patentees had [illegible] their patent at law in [illegible] actions which they brought against parties infringing the same, and obtained triple damages in four out of five of these actions; which, however, were not paid by the defendants, they having taken the benefit of the Insolvent Debtors Act. The bill for the injunction prayed "that the defendant, his agents, servants, and workmen might be restrained from using and exercising the aforesaid invention of 'certain improvements in that description of vehicle called cabs,' and from building, or running, or selling and disposing of any cabs constructed with driving seats and safety-frames for which the said letters [illegible] [illegible] according to the method [illegible] the said specification, during the [illegible] the said term of fourteen years granted by the said letters patent, without the license, consent, or agreement of the plaintiff first had and obtained. And that an account might be decreed to be taken of all sums of money made, possessed, and received by the said defendant, or by any persons or person by his order, or for his use, by running cabs constructed according to the said specification, without a proper and valid license from the plaintiff or the former holders of the said patent, the plaintiff being ready and willing, and thereby offering on his part to account for any trifling sums which might have been paid by and received from the defendant, upon the understanding that he would take out a proper license, as aforesaid. And that the defendant might be decreed to pay the plaintiff what should be found due from him upon taking such account."

Bethell and *Wood*, for the motion, denied that the defendant had ever built any cab whatever with driving-seats or safety-frames, according to the method described in the specification [illegible] the bill to be protected by the said letters patent or any cab whatever. On the contrary, it appeared from the defendant's answer and affidavits in support of the motion, that the defendant had, about the month of Aug. 1840, bought a second-hand cab at a sale by public auction at Coldridge's Repository, in St. Martin's-lane, which cab has a safety-frame and springs similar to that used in Hansom's cabs, and in the specification set forth in plaintiff's bill; but there was not, nor is there, any window, or blind, with a crank-handle thereto, to such cab, or any apparatus for measuring the distance gone by such cab; and that when he bought the cab he caused it to be repaired, and then used and drove it publicly without any molestation, or any person claiming any patent right, until the month of August 1841, when he was threatened by Chapman with legal proceedings unless he took out a license for the same; and that, being alarmed at the threats of legal proceedings, he from time to time made small payments of money to Chapman, down to the month of April last; that in the month of Sept. 1842, he formed a co-partnership with a person, by name of Gillins, as cab proprietors, and that the latter brought into the concern two other cabs (mentioned in the plaintiff's bill) of the same construction as the cab originally purchased by the defendant, with the exception of certain variations in window and crank handle, which were driven publicly by the defendant and his partner without molestation, or without any payment of any license for the same, until the 11th of December last, and that neither he nor his partner when they bought their respective cabs, had any knowledge that they had been improperly built, or that their building [illegible] in any way infringed the plaintiff's patent. That the cab, called Hansom's Patent Safety Cab, differed in no respect from the cab described in the specification to the said letters patent, except in having the seat at the top instead of behind the cab; and that numerous cabs were constructed and have been used since August 1836, according to the invention of Mr. Hansom, agreeing with the construction in the before-mentioned specification, and that there was no novelty in the construction of the plaintiff's cab. Upon the facts of the case, therefore, the defendant contended that the injunction ought to be dissolved—in the first place, because the plaintiff had represented the defendant as having built the cab, whereas he ought to have alleged him, not as building, but as using the said cab. 2ndly. That the defendant bought the vehicle at a market overt, without being at all aware that he was infringing any person's patent. 3rdly. That there was a want of honesty in the representation made by the plaintiff when he applied for the injunction—namely, his having stated the defendant as the maker or builder of the patent cab, in respect of of which the injunction was allowed. 4thly. That after the license had been granted, the non-payment of the arrears into which the defendant had fallen was a mere matter of law, in respect of which the plaintiff ought to have brought his action.

S[illegible] and *Berrett*, in support of the injunction, contended that the [illegible] having bought the cab [illegible] there was no essential dis[illegible] as to the merits of his [illegible] and that, with regard to the [illegible] partly relied upon by the defendant, the question could not now be a matter of discussion. The VICE-CHANCELLOR.—Certainly not. And if, as [illegible] patent articles in open market, [illegible] the patent itself would be [illegible] the extent of the articles [illegible] that [illegible] had driven three cabs about with plaintiff's safety frame, and there was no evidence that the safety frame was not put on when the cab was sent to be repaired.

Cases cited: *Stocking* v. *Woodill* (not reported); *Jones* v. *Pierce* (Webs. Pat. Cas. 124); *University of Oxford and Cambridge* v. *Richardson* (6 Ves. 708).

The VICE-CHANCELLOR.—It is quite plain on the face of the bill that it seeks relief on the ground of the defendant having *built* cabs; but the affidavits made on behalf of the plaintiff do not sufficiently support the case he has put forward by his bill. The relief which the injunction asked was founded upon that allegation, which states that the defendant *had built and used* three cabs. The bill narrates the plaintiff's title, and that the defendants "had lately, without leave of plaintiff, built and used three cabs, constructed with driving-seats and safety-frames, according to the method described in the specification, and protected by the said letters patent, and he has thereby infringed on the plaintiff's said letters patent, and the benefit and advantage granted thereby—nevertheless he persists in building and running cabs constructed with driving seats and safety-frames, according to the said specification, and sets the plaintiff at defiance," &c.; and then the injunction is asked to restrain defendant "from using and exercising the aforesaid invention, and from building, or running, or selling any of such cabs." The relief therefore asked is in respect of the building, and my attention could only be called to the affidavit which omits to state the building. Moreover, from the evidence, it not only appears that the defendant never has built or constructed any vehicles upon the principle of the plaintiff's patent, but that the latter was also acquainted with this circumstance [illegible] he filed his bill. As the plaintiff did not amend his bill, and put his case properly before the Court, the injunction must be dissolved. It is said at law a licensee cannot dispute his patentee's title any more than a tenant can his landlord's; but that is not the law here. *Injunction dissolved with costs.*

Wednesday, April 17.

GARCIAS *v.* RICARDO.

Practice under the 17th order of 26th of August, 1841.

The 17th order of 26th of August, 1841, *directs that* the interrogatories contained in the interrogatory part of the bill, shall be divided as conveniently as may be from each other, and numbered consecutively 1, 2, 3, &c. *This does not render it imperative on the plaintiff, when he ingrosses his bill, to commence*

every such interrogatory at the margin with a fresh line, although it may have been the invariable practice with attorneys so to do ever since the promulgation of the above orders.

This was an application made to the Court, to settle a question with reference to the intention of the 17th order.

It appears that the interrogatories had been engrossed in the bill in a continued form, without any breaks, and without commencing every interrogatory by a fresh line. The officer of the court had, in consequence, refused to file the bill; first, on the ground of the common usage, which, since the new orders of 1841, had been adopted by the profession, of taking a fresh line for each interrogatory; and, secondly, the inconvenience and trouble which a contrary practice would involve.

Lewis appeared for the plaintiff.

His HONOUR the VICE CHANCELLOR said, that in reference to the orders of 26th of August, 1841, it has always been his object to impose no greater burdens upon the suitor than the orders themselves will warrant,—and that as the interrogatories then stood he thought they were sufficient. His Honour stated, moreover, that although it, be true, that, since the orders of 1841 were issued, it has been the usage to put the numbers in the margin, yet he thought it was quite consistent with the liberty of the subject to place them in continuation—and that he was in favour of the record.

Bill ordered to be put upon the file.

VICE-CHANCELLOR WIGRAM'S COURT.

Thursday, April 4.

WHITWORTH *v.* GAUGAIN.

Bankers—Equitable mortgagee—Judgment creditor—Tenant by elegit.

The title of a judgment creditor, or a tenant by elegit in actual possession, is not superior, or equal, to that of a prior equitable incumbrance.

In this case the bill was filed by the plaintiffs, as equitable mortgagees, against the defendants, as judgment creditors of Mr. Cooke, for the purpose of having the property, comprised in such mortgage, declared by the Court to be subject, in the first instance, to the mortgage debt, before satisfying the judgment creditors, on the ground that the judgments were entered up subsequently to the deposit with them, the plaintiffs, of the title-deeds of the property under an agreement by way of equitable mortgage, and notwithstanding the defendants had since, by means of *elegits*, obtained actual possession of the property.

Romilly, Q.C., and *Whitworth*, for the plaintiffs. The principle contended for was, that an equitable mortgage is a *distinct specific* charge upon the property, and a judgment only a *general* one. That an equitable mortgagee is a purchaser, for a valuable consideration, of an interest in land, by express contract. The cases cited in support of the plaintiff's position, were, *Burge* v. *Francis*, 1 Equity Cases Abridged, 320; *Finch* v. *Earl of Winchelsea*, 1 P. W. 277; *Taylor* v. *Wheeler*, 2 Vernon, 564; *Brace* v. *Duchess of Marlborough*, 2 P. W., 490; *Lodge* v. *Lyseley*, 4, Sim., 70; *Newlands* v. *Paynter*, 4 M. & C., 408; *Doe dem. Wigan* v. *Jones*, 10 B. & C., 459; *Skeeles* v. *Shearly*, 3 M. & C., 112; *Shannon* v. *Bradstreet*, 1 S. & L., 52; and *Forth* v. *Duke of Norfolk*, 4 Mad. 503;

Anderdon, Q.C. appeared for the assignee of the bankrupt.

Walker, Q.C. contrà.—The cases cited have no application to the case where an *elegit* has been issued; the difference between this and the cases cited, is, that *here* the debtor retained possession of the lands, and the judgment creditor took from him, not only legal, but the *actual* possession, and the tenants attorned. (See 22 vol. of Viner, p. 22; and *Metcalfe* v. *The Archbishop of York*, 1 M. & C., 54.)

Russell, Q.C. for other parties, defendants.—The interest of the judgment creditors is a vested legal estate capable of passing by a conveyance, and not depending on the judgment, but by the suing out the *elegit*, which makes the interest vested as a tenancy by *elegit*. (Bacon's Abrid. vol. 3, p. 402.) So long as the creditor has *only* a judgment, he has [illegible] right, but the moment he sues out an *elegit*, he has a *vested estate*, giving a right to distrain, to maintain an ejectment, and to take the rents and profits. That he has it not by a conveyance does not matter, he has it by the best of titles, a parliamentary one. That which the law acknowledges as my debtor's property, that the law gives me, and the party that comes to displace me, must shew a stronger title, an equity that touches me.

The VICE-CHANCELLOR.—Every word of the argument applies to a trust as well as this.

Russell, in continuation.—No, it does not, for a trustee has always been treated as a bare trustee, and prevented by the Court from affecting the land of the *cestui que* trust, by charging or encumbering it. But how does this case stand? Money is advanced, from time to time, by the plaintiff to the debtor, who agrees to execute a mortgage when called upon to do so. An arrangement binding upon *the conscience* of the debtor, but in nowise affecting his *land*; as in cases of equitable mortgage in Scotland, *ex parte* Alexander, before the House of Lords, as a Scotch appeal case.

Hall, on the same side, referred to and commented upon, the case of *Carbend* v. *The Attorney-General*, as treated in the 5th vol. of Bythewood, p. 72 and 451, and 483.

Tyrrell, who was with *Russell*, mentioned the case of *Henry* v. *Smith* (2 Drury and Warren 381) as shewing the judgment creditor's right over the land of his debtor. A judgment, when no *elegit* has been issued, has, as it were, a potential claim upon the land, in the way of a charge. This claim the *elegit* perfects, and makes that, which was only potential before, now vested and indefeasible. The Court has intimated that it does not know how it can give a greater right than the debtor himself has. Now we do not say it can, but we argue on the principle, that the party having the legal right, shall oust a person having an equitable right without notice prior to entering the judgment, or prior to suing out the *elegit*. The creditor's claim too, like the plaintiff's, is founded upon *contract*, and, as such, in equity, the claims and rights are equal.

Romilly, Q.C. in reply.—The fallacy of the argument on the other side is this: they want to establish the position, that a judgment is in the nature of a contract with the debtor. Now, it is no contract at all with the debtor, but it is rather the placing the creditor in the place of the debtor, by assignment, or operation of law. What the one could do, the other could do; of what the one had notice, the other had notice: this distinction is taken at law, and supported by cases in B. & C. Reports. Another fallacy is, that an *elegit* is an estate at law different from a judgment; but *elegit* is this, it is the perfecting of the judgment. They say a judgment gets something, and an *elegit* something else, which ousts an incumbrancer. An *elegit* only gives you that which is affected by the judgment; it is admitted that a judgment will not prevail against a mortgagee, and therefore an *elegit* cannot, having reference back *only* to the judgment. There is nothing in the fact of their having actual possession of the land; the question must resolve itself back as to whether that, of which possession was given, belonged, in fact, to the debtor or not. Should the claims of a judgment creditor be allowed to prevail against those of a prior equitable incumbrancer, fraud would be considerably opened and facilitated, especially in cases where money is borrowed from bankers upon a mere deposit of title-deeds; which security might be then defeated by the party entering up a subsequent judgment.

The VICE-CHANCELLOR.—On the authority of *Newlands* v. *Paynter*, before Lord Cottenham, the Court will protect an equitable interest; were it otherwise, there would be an end of all trusts, as the creditor of the trustee might take the estate of his *cestui qui* trust. And if an equitable mortgagee is a purchaser, for a valuable consideration, of an interest in land, by *express contract*, I cannot comprehend how any distinction can be made between this case and an equitable interest in land. In *Robertson* v. *Morton*, the Lord Chancellor of Ireland said—"If a man has power to charge certain lands, and agrees to charge them, and in equity he has actually charged them, a court of equity will execute the charge." This will explain the nature of an equitable mortgage by deposit of deeds, accompanied with an agreement to execute a mortgage conveyance. In the argument of the case, both parties referred to, and drew conclusions from, the proposition that, in a court of equity, a purchaser for value, who obtained a conveyance of the legal interest without notice of an equity affecting the specific subject of his purchase, would, as at law, have a better title to that subject than a mere equitable claimant—a proposition which was true against the *cestui qui* trust, in the case of a purchase from a trustee, as in the case of an equitable mortgagee, or of any other equitable claimant. The proposition thus necessarily admitted by both parties, was pregnant with consequences, which went a great way towards deciding the present question. If the tenant by *elegit* was to be considered as a purchaser for value under a conveyance, all trusts, and all equitable interests of every description, must be subject to the trustee's judgments. It would be difficult to draw a distinction between cases of a pure trust from the present, unless it could be shewn that the interest of the equitable mortgagee was, for the present purpose, distinguishable from that of the mere *cestui que* trust. Again, it followed conversely, that if the equitable interests of an ordinary *cestui que* trust were not subject to the trustee's judgments, though executed, the judgments, though executed, were not analogous to purchases for value. Or, in other words, the judgment creditor of a trustee was not a purchaser for value in the contemplation of a court of equity. It is admitted that the interest of a *cestui que* trust would be protected in this court against the judgment creditor of the trustee, and that the equitable interest of a purchaser would also be protected against the vendor's judgments obtained after the purchase. But it was said that the interest of an equitable mortgagee was distinguishable from that of an ordinary *cestui que* trust, and other equitable interests, which, it was admitted, would be preferred in equity—that the interest of the equitable mortgagee was imperfect, while that of the *cestui que* trust was perfect. In what respect was the interest of the equitable mortgagee imperfect? As between the mortgagor and mortgagee, it was complete. In what respect, then, was it imperfect as between the mortgagee and those who claimed through the mortgagor? It was liable to be defeated by a fraudulent dealing with the legal estate, and in that respect, no doubt, it was imperfect. But that was an infirmity, to which all equitable interests were subject; and if other equitable interests were to be protected against judgments obtained against the trustee or other party in whom the legal estate was, why should the interest of the equitable mortgagee be unprotected? As to the argument, that the right of the judgment creditor was founded in contract, how did it alter the case? The question remained, what was the contract? It was a contract for a judgment, and the fruits of a judgment, and the original question, therefore, what right did a judgment confer? remained wholly untouched. If a party contracted specifically for a given property, and obtained the legal title, and paid the money, without notice, up to the time of obtaining the conveyance, as well as paying his money, that might give him a right to be preferred to an equitable claim which was prior in point of time. But there was no principle upon which a court of justice could be required to imply that a contract to give a judgment was a contract to give that which did not belong to the debtor. The late statutes, giving other rights to judgment creditors, makes no difference. It was said that the judgment creditor's equity was equal to that of the equitable mortgagee, and that he had, by force of the *elegit*, an estate at law, in addition to his equitable interest, and therefore was to be preferred. This took for granted the whole question in dispute. That the tenant by *elegit* had an estate in that which he might lawfully take (the debtor's property), he did not deny; but to say, that, by force of the *elegit*, he acquired a rightful interest in land, which in equity did not belong to his debtor, was taking the whole matter in dispute for granted. The judgment of the Court must be in favour of the equitable mortgagee, and the property must be held subject to satisfy his claim, in preference to that of the judgment creditors.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Monday, April 15.

(Before Lord DENMAN, C.J., PATTESON, J., and WIGHTMAN, J.)

Re UDELL.

Municipal Corporations—Practice.

Kelly, Q.C., moved for a rule, calling upon Mr. Udell to shew cause why an information in the nature of a *quo warranto* should not issue, calling upon him to shew cause by what right he claims to be a capital burgess of the borough of Ilchester. The borough of Ilchester not being within schedule A or schedule B of 5 & 6 Wm. 4. c. 76, is regulated by the ancient charter, which limits the franchise to the inhabitants; and the question was, whether Mr. Udell was an inhabitant.

DENMAN, C.J.—There is a rule already pending on this matter, which was enlarged last Term.

Kelly, Q.C.—I was not engaged in it, and I am anxious not to be prejudiced by lapse of time.

By the COURT.—We are not clear that you will not be precluded by the former rule, but we need not determine that now. There must not, however, be two rules pending at the same time; but we will make a note of this application, and if it becomes necessary, it can be renewed hereafter.

REG. *v.* GREAT WESTERN RAILWAY COMPANY.

In this case, the Great Western Railway Company had removed by *certiorari* certain orders of sessions, made on appeal against poor-rates, to which the Company were not parties. The grounds and notices of appeal had been brought up into this Court, together with the orders.

Archbold moved for a rule to quash the *certiorari*, on the grounds that an order of sessions could not be brought up into this Court by a person who was no party to the appeal, and that the return could not be supported, as it included documents not of record.

Rule nisi on first point.

HASLAND *v.* YOUNG and OTHERS.

An attorney has no implied authority to bind his firm, by giving a guarantee to pay the debt of a client, on consideration of his being discharged from custody.

Pearson shewed cause against a rule to enter a nonsuit.

Petersdorff, contrà.

The action was against a firm of solicitors for a guarantee given to secure a debt due from a client,

the consideration for which was his discharge from imprisonment.

The guarantee had in fact been given by one of the defendants, unknown to the others, in the name of the firm; and the question was, whether a solicitor has an authority under such circumstances to bind the firm of which he is a partner.

Cases cited: *Hedley* v. *Davison* (2 G. & D.); *Lee* v. *Price* (1 C. &. M. 453); *Marsh* v. *Saundiland* (2 B. & A. 678); *Duncan* v. *Lowndes* (1 Camp. 497.)

By the COURT.—This case is quite clear. The principle applies, that this is not in the usual course of business. This could not be such an undertaking in the way of business as would bind the firm.

Rule discharged.

BUSINESS OF THE DAY.

LAMB *v.* NEWBIGGIN.—*Robinson* and *Udall* shewed cause against a rule for a new trial, on the ground that the verdict was contrary to evidence.—*Temple*, contrà. *Rule absolute.*

REG. *v.* SCOTT and OTHERS.—*Erle*, Q.C., moved to make a rule absolute to remit a fine which had been imposed on the defendants on a conviction for a nuisance, the nuisance having been abated.

Rule absolute.

REG. *v.* TALMASH, STEWARD OF THE MANOR OF STAINES.—*Cleasby* moved for a *mandamus* to the steward of the manor of Staines, to enter on the rolls of the manor a certificate in pursuance of 7 Wm. 4 and 1 Vic. c. 50, for the enfranchisement of copyhold land, the property of Poor Law guardians.

Rule nisi.

BEADON *v.* BAKER.—*Plaintiff*, in person, moved for a new t ial. *Rule refused.*

Tuesday, April 16.

REG. *v.* SMITH, Clerk.

In this case a *mandamus* had gone to the defendant to restore the prosecutor to his office of parish clerk. The return set out several acts of misconduct on the part of the prosecutor, to which he pleaded *de injuria*. The jury found for the Crown as to one of the alleged acts of misconduct, and for the defendant as to the rest; upon which the learned judge who tried the cause (Coleridge, J.) directed the verdict to be entered for the defendant.

Talfourd, Serj., now moved to enter the verdict for the Crown, or to enter it in part for the Crown on the ground that it was devisable, or for a new trial. Case cited: *R.* v. *Archbishop of York* (6 T. R. 490).

Rule nisi.

HOPKINSON *v.* LEE.

This was an action of covenant tried at the last assizes for Surrey, before Denman, C. J., verdict for the plaintiff.

Thesiger, S. G., moved to enter a nonsuit, or for a new trial, upon the ground of variance, and the non-joinder of a co-covenantee. Cases cited: *Anderson* v. *Martindale* (1 East, 447); *Eccleston* v. *Clepsham* (1 Sand. 150, and note); *Snellcote* v. *Hoare* (8 Taunt. 37). *Rule nisi.*

BROWN *v.* FREEMAN.

Construction of contract—Sufficiency of pleading after verdict.

Cleasby moved to arrest the judgment. The declaration was in *assumpsit* for neglecting to supply the plaintiff with sufficient steam-power to work four spinning-frames. The declaration alleged that the defendant had agreed to demise to the plaintiff a room, to which a steam-engine was annexed, with power to work four spinning-frames, except in the case of a break-down of the engine, under circumstances not within the Factory Act. It then charged the defendant with omitting to supply sufficient power to work four spinning-frames. He submitted first, that the declaration did not shew any promise to supply the power in question; secondly, that it was bad for not negativing the exception, and alleging that there had not been any such break-down of the engine as would dispense with the necessity of supplying the power; and thirdly, that the declaration was bad for not alleging a notice by the defendant that he was in want of power, or a request that it should be supplied.

By the COURT.—The clear meaning of the agreement is, that the defendant should supply sufficient power for working four spinning frames; but even if it were not, it would naturally bear this construction, and the objection cannot therefore be taken after verdict. Nor can the second objection be sustained after verdict. It is like the case where the declaration charged a covenant to repair except on the west end, with a general breach, that the defendant did not repair, which was held good after verdict. There is nothing in the third objection, for the contract is to supply the power at all events, and not merely after notice. *Rule refused.*

BUSH *v.* BRETTELL.

Effect of credit given in particulars.

The plaintiff sued the defendant as the representative of a certain company, which had been incorporated by Act of Parliament. The particulars embraced work done both before and after the incorporation of the company, and contained the following statement in general terms: "By cash 320*l.*" The plaintiff was obliged to forego his claim in respect of the work done before the incorporation of the company, as the defendant was not liable for such work; and the value of the work and labour since the incorporation was less than the sum for which credit had been given.

The plaintiff had a verdict, and this was a rule to enter a nonsuit or a verdict for plaintiff, on the ground that the plaintiff had given credit in his particulars for a greater amount than was due from the defendant, and therefore was not entitled to a verdict.

Petersdorf shewed cause.

Peacock, contrà.

Cases cited: *Thomas* v. *Williams* (3 N. & M. 549); *Archer* v. —— (3 C. & P. 354); *Ridgway* v. *Hungerford Market Company* (4 N. & M. 797); *Smith* v. *Hayward* (7 A. & E. 549).

Peacock contrà: *Ford* v. *Yates* (2 Scott, W. R. 645); rule T. T. 1 Vic.; *Eastwick* v. *Hardman* (6 M. & A).

By the COURT.—The credit is given generally, and could not mislead. We think the plaintiff is entitled to retain his verdict. *Rule refused.*

BUSINESS OF THE DAY.

At the sitting of the Court, Sir *F. Pollock* took his seat as Chief Baron of the Exchequer.

BELL *v.* MARKS and TWO OTHERS.—*Knowles*, Q.C. moved for a new trial, on the ground that there was no evidence as against one of the defendants.—The verdict was for the plaintiff, damages 5*l.*

Rule nisi

MACLISE *v.* NICHOLL.—*Crowder*, Q.C., moved for a new trial, on the ground of misdirection.

Cur. adv. vult.

DOE *dem.* MAYOR AND CORPORATION OF RICHMOND *v.* MORPHETT. –*Bliss* moved to set aside a nonsuit, and enter a verdict for the plaintiffs. The point turned on the sufficiency of a notice to quit.

Rule nisi.

BROOKS *v.* PARSONS.—*Alexander* shewed cause. —*V. Lee*, contrà. *Rule discharged.*

WAKEFIELD *v.* NEWMAN.—*Knowles*, Q.C., and *Miller*, shewed cause against a rule for a nonsuit, or to reduce the damages.—*Platt*, Q.C., contrà.

Cur. adv. vult.

BROUGHTON *v.* WALKER.—*Jervis* moved to enter a nonsuit. *Rule nisi.*

Wednesday, April 17.

We regret that we are prevented giving a full report of the Queen's Bench cases for Wednesday and Thursday; but we give the result of the cases on those days, and will report the points of law in our next.

FERRAND *v.* MULLIGAN.

Baines, Q.C., moved for a new trial on the ground of improper reception and rejection of evidence

Rule nisi.

COBB *v.* BICKNELL and OTHERS.

Jervis moved to enter a nonsuit. The action was tried before Lord Denman at the sittings in London. The plaintiff had employed an attorney in Maidstone, and, in the course of some business, had paid him a sum of 17*l.* to be applied by him to some particular purpose. The attorney had remitted the money to the defendants, his agents, in town, who did not apply it as intended, but placed it to the general account of the attorney. He contended that the agents were not liable to the client. (*Moody* v. *Spencer*, 2 Dowl. & By. 6; *Ellem* v. *Reed*, 3 Camp. 37; *Sadler* v. *Evans*, 4 Burr. 1984; *Stephens* v. *Badcape*, 3 Barn. & Ad. 354; *Bamford* v. *Shuttleworth*, 11 A. & E. 956.)

Rule nisi.

BUSINESS OF THE DAY.

ROLFE *v.* REYNOLDS.—Verdict for plaintiff.—Rule *nisi* for a new trial, on the ground of misdirection. *Platt*, Q. C. for defendant.

HARGREAVES *v.* WOOD and ANOTHER.—Verdict for plaintiff.—Rule *nisi* for setting aside verdict and entering a nonsuit or entering it for defendant, or for reducing the damages. *Knowles*, Q. C. for defendant.

DOE *dem.* ALLANSON *v.* ALLANSON.—Rule *nisi* for a new trial, on affidavits stating illness of defendant's attorney. *Watson*, Q. C. for defendant.

DOE *dem.* BRISE *v.* BRISE.—Verdict for plaintiff. —Rule *nisi* for entering nonsuit, or verdict for defendant, on points reserved. *Byles*, S. for defendant.

SPENCER *v.* CASLON.—Verdict for plaintiff.—Rule *nisi* for entering nonsuit, or for a new trial, on the ground of misdirection as being contrary to the evidence. *Whitehurst*, for the defendant.

HALFORD *v.* BAILEY.—Verdict for plaintiff.—Rule *nisi* for arresting judgment. *Kelly*, Q. C. for defendant.

DOE *dem.* STARLING *v.* HILLER.—Verdict for the plaintiff.—Rule *nisi* for a new trial refused. *Andrews*, Q. C. for defendant.

CORPORATION OF SALTASH *v.* FINNIMORE.—Verdict for plaintiff.—Rule *nisi* for a new trial. *Barstow*, for defendant.

DIBB *v.* BURGESS.—Verdict for plaintiff. Rule *nisi* for entering a nonsuit refused. *J. Addison* for defendant.

MARTIN *v.* WRIGHT.—Verdict for plaintiff.—Rule *nisi* for entering nonsuit or for a new trial. *Charnock*, for defendant.

WALKER *v.* WALKER.—Rule *nisi* for setting aside an award. *J. Addison*, shewed cause. *H. Hill*, contrà.—*Cur. adv. vult.*

ALLEN *v.* HAYWARD.—Verdict for plaintiff. Motion for entering a nonsuit or new trial. *Thesiger*, S. G. for the defendant.—*Cur. adv. vult.*

DOE *dem.* BRUCE and ANOTHER *v.* BURFORD.—Verdict for defendant. Rule *nisi* for entering verdict for the lessors of the plaintiff; not to go into the new trial paper. *Whateley*, Q. C. for plaintiff.

GIBSON *v.* PAUL and OTHERS.—Rule *nisi* for setting aside a nonsuit, and for a new trial. *Knowles*, Q. C. for plaintiff.

DOE *dem.* STRATHMORE *v.* SHAIL.—Rule *nisi* for a new trial, on the ground that defendant's attorney had absconded before the day fixed for the trial, refused. *Lush*, for the defendant.

LEVIEUX *v.* BARFIELD.—Verdict for plaintiff. —Rule *nisi* for setting aside or reducing the damages, and for arresting judgment, refused. *Platt*, Q. C. for the defendant.

Thursday, April 18.

MAYOR and CORPORATION of ROCHESTER *v.* LEVI.

The *Solicitor-General* moved for a new trial on the ground that the verdict was against evidence.

This was an action brought by the plaintiffs to try their right to certain anchorage and port charges. It was tried at the last Maidstone assizes, and a verdict found for the plaintiffs. *Rule nisi.*

JONES *v.* ——

Talfourd, Serj., moved for a new trial, on the ground that the verdict was against evidence.

The action was tried before Parke, B., at the last assizes at Shrewsbury, and the question was, whether the defendant had authorized or recognized the acceptance of a bill for money advanced by the plaintiff to a mining company, of which the defendant was a member. The jury found for the defendant.

Rule nisi.

MAYFIELD *v.* ROBINSON.

M. D. Hill, Q. C., moved for a new trial, on the ground of improper reception of evidence.

The action was for disturbing a ferry. The defendant denied the plaintiff's possession. An unstamped leasse of the ferry, not under seal, containing also an agreement for the sale of goods, was put in by the plaintiff. It was contended that the lease was inadmissible on two grounds: first, that an incorporeal hereditament can only be conveyed by deed; and, secondly, that the whole subject-matter of the agreement being of greater value than 20*l.*, and only part of it being for the sale of goods, it did not, as to any part, come within the the exceptions in the statute, and that it required a stamp. He was not aware that it had ever been decided that an agreement, partly for the sale of goods, and partly for something else, which is not within the exception, does not require a stamp, because, excluding the goods, the subject-matter of the agreement does not amount to the value of 20*l.*

Cur. adv. vult.

BAYNTON *v.* SEAL and OTHERS.

Platt, Q.C., moved for a new trial for misdirection, and verdict without any evidence to support it.

The cause was tried before Lord Denman at the Surrey Assizes, and the jury found for the defendants.

Rule nisi.

HUNT, Executor, *v.* JONES.

Andrews, Q.C., moved for a new trial, on the ground of the reception of improper evidence, or in reduction of damages. The cause was tried before Lord Abinger, and a verdict found for the plaintiff.

Rule nisi.

GALL *v.* BUNNELL.

Crowder, Q. C., moved to enter a nonsuit. This was an issue under the Interpleader Act, tried before Cresswell, J., at the last assizes for the county of Somerset. The question was as to the validity of a bill of sale. *Rule nisi.*

REG. *v.* HAYNES and OTHERS.

Whately moved for a rule to enter a verdict for two of the defendants against whom a verdict had been found.

This was an indictment for disobeying an order of sessions, and was tried before Coleridge, J. at the last assizes at Oxford.

At the suggestion of the Court, the facts of the case are to be turned into a special case.

Cur. adv. vult.

BURDINGTON *v.* GRUNSHIELDS.

Evans, Q.C., moved to enter a verdict for the defendant on the third plea, the Statute of Limitations. The case was tried at the last assizes at Chester.

Cases cited:—*Tippetson* v. *King* (1 C. M. & R.

282); *Waugh* v. *Pope* (6 M. & W. 824); *Mills* v. *Fowkes* (7 Scott, 5 Bing. Q.C.) *Rule nisi.*

ADAMS v. HARTLEY and OTHERS.

Knowles, Q. C., moved, pursuant to leave reserved at the trial, to enter a verdict for the defendants upon three issues.

It was an action of trespass for breaking a house, and for assaulting the plaintiff, and was tried before Rolfe, B., at the last assizes at York. The plaintiff's father was put, more than thirty years ago, into a parish-house by the parish officers. He occupied it without interruption till his death, and often received parish relief. The parish repaired the house, and have done so within the last twenty years. After the death of the pauper, two years ago, his wife continued to occupy, and on her death her son, the present plaintiff, took possession, and was soon after turned out by the defendants, who were parish officers. The learned judge was of opinion that the parish was barred by 3 & 4 Will. 4, c. 27, and directed a verdict for the plaintiff.

Cases cited: *Fox* v. *Oakley* (Peake's Add. Cases); *Wildbor* v. *Rainsforth* (8 B. & C. 4; Gowen's Case, East's P. C. 1027). *Rule nisi.*

BUSINESS OF THE DAY.

BROMLEY v. SHARVIER.—*Godson* moved for a new trial. *Rule nisi.*

WINTERBOTTAM v. INGHAM.—*Whitchurst* moved to enter a verdict for the plaintiff. *Cur. adv. vult.*

DAWSON v. GREGORY.—*Henderson* moved for a nonsuit or new trial. *Cur. adv. vult.*

DOE *dem.* BAKER v. RAWLINGS.—*Barlow* moved for a new trial. *Refused.*

HOPKINS v. HOPKINS.—*Skinner* moved for a new trial. *Rule refused.*

LITTLECHILD v. BANKS.—*Fitzherbert* moved for a new trial. *Rule nisi.*

ELLIOTT v. BLACKWELL.—*Mellor* moved for a new trial. *Cur. adv. vult.*

LOW v. BROWN.—*Hurdlestone* moved for a new trial. *Rule refused.*

COLLINS v. WESTERN.—*Flood* moved for a new trial. *Rule refused.*

SALTER v. ISGAR and ANOTHER.—*Prideaux* moved for a new trial. *Rule refused.*

R. v. KING and OTHERS.—*Pashley* moved for arrest of judgment. *Rule nisi.*

COURT OF COMMON PLEAS.

EASTER TERM.

Monday, April 15.

LUNN v. THORNTON.

Trover—Bill of sale—Maxim "Nemo dat quod non habet."

Byles, Serjt. moved for a rule to shew cause why the verdict in this cause, which was tried before Patteson, J. at the last assizes at Buckingham, should not be set aside, and a verdict entered for the plaintiff, pursuant to leave at the trial, for the sum of 5*l.* upon the second issue. The action was in trover for household furniture, &c. The pleas were (except as to some articles) not guilty (except as aforesaid), not possessed, leave and license, and payment into court of 5s. as to accepted articles. The jury found a verdict for the plaintiff on the first and third issues, and for the defendant on the second and fourth. The question turned upon the second issue of not possessed. It appeared the plaintiff was a baker, living in the town of Stony Stratford. The defendant was a mealman. In October last, the defendant seized all the goods on the defendant's premises, stating he had a bill of sale. Application had been made to the defendant to see the bill of sale, but he declined, not being aware what sort of instrument would be exhibited. The document exhibited by the plaintiff was a deed poll, the operative words of which were, that the said Richard Lunn had bargained, sold, and delivered, and by these presents do bargain, sell, and deliver unto the said John Thornton, all and singular the goods, stock, implements in trade, &c. then and now being, &c. to have and to hold, &c. It appeared at the trial that goods of the value of 5*l.* were on the premises, which were not there when the deed was made. The objection was, these were things the plaintiff was not possessed of at the time. They were not the subject of grant at all. *Nemo dat quod non habet* applies. On that point Patteson, J. had at the trial allowed the plaintiff to move to enter a verdict for the amount of these things. A man cannot grant things he is not possessed of at the time. (Viner's Abridg.; tit. Grant; Shep. Touchstone; Perkin's Profitable Book, secs. 65, 90; *Grantham* v. *Hawley*, Hobart, 132.) Supposing the goods sold again, who has the property in them, the grantor or the grantee? There is no estoppel in this case, because there is no indenture, but a mere deed-poll executed by the grantor. With reference to some of the articles, the grant is inoperative, as it would seem they were not in existence at the time of the grant. *Rule nisi.*

LONGFORD v. WOODS.

Injury to reversion—Amending declaration—New counts.

Byles, Serjt. moved for a rule to shew cause why certain amendments should not be struck out of the declaration in the cause, with costs. The action had been brought against the defendant by the plaintiff, being the owner of the reversion in certain houses in Chelsea, for pulling down a chimney belonging to the plaintiff. The defence was, the chimney was a very dangerous one, and that it was requisite for the public safety to have a portion removed. On the 29th June appearance was entered to an action on the case for an injury to the reversion. On Nov. 3, the declaration was delivered, and at that time had only one count, charging defendant with direct injury to the tenement, in pulling down the chimney. On the 20th of November, the plea was delivered. On the 24th, a summons was then taken out to amend the plea, and order made to amend. Something was said about that time with respect to amending the declaration; but the affidavit states, the learned judge expressed considerable difficulty in allowing declaration to be amended. The question arose further on. On the 22nd of January, 1844, a summons was taken out and attended before Coltman, J. and on the 24th an order was made to amend. At that time, the party applying for the amendment did not distinctly state what sort of amendment it was he wished to make. The defendant objected it was a violation of a rule of court to put in other counts which would be different causes of action, and which would be also a violation of the new rules. On the 7th of March, the plaintiff delivered his amended declaration; and he then inserted two additional counts, the second charging the defendant, not merely with pulling down the chimney, but pulling down walls; stating also the right to support, and that the defendant removed the support, *per quod*, the chimney fell down. The third count stated that the defendant negligently pulled down an adjoining messuage, whereby, &c. Their lordships would see from both these counts, that if the tenant had brought the action it must have been in another form. There being no direct injury, raised a very different and totally novel question. The parties went eventually before Erskine, J. who made no order, but suggested that the parties must apply to this court, reserving the costs of the application. He submitted, the plaintiff had no right to add these two counts, being in violation of the stat. Car. 2; and in the latter case, a violation of the new rules. It is a rule of this court, that after the expiration of two terms, though a plaintiff may amend his declaration, he shall not be allowed to insert a count or counts introducing a new cause of action. By the 2 Car. he would be out of court. The 13 Car. 2, stat. 2, c. 2, enacts, among other things, that the plaintiff shall put into court his bill or declaration against the person so arrested, alluding to the old form of *capias*, before the end of the term next after appearance. The effect of that was, a person could not declare unless the defendant in the meantime had omitted to sign judgment of *non pros.* (*Brown* v. *Crump*, 6 Taunt. 300.) Where Court on demurrer gave leave to amend by adding new counts, though more than two terms had elapsed, if the proposed counts contained no new causes of action, in the Common Pleas, the course formerly was, the plaintiff at any time might have leave to amend his declaration by adding new counts, but not afterwards. (1 Tidd, i. 698.) Supposing that this does not fall within the old rule, and that it is the same cause of action stated in a different manner, then the plaintiff will be met by the new rules, Hilary Term, 4 Wm. 4, which declare, 'several counts shall not be allowed unless a distinct subject-matter of complaint is intended to be established in respect of each." The first count stands as it did originally, but the added counts give in reality a different subject of complaint. *Rule nisi.*

CLINTON v. PEABODDY.

Custody of documents—Security for taking out of Court.

Sir *T. Wilde*, Serjt. moved for a rule to shew cause why certain documents delivered into Court, namely, four Treasury notes of the Bank of Pennsylvania for 1,000*l.* each, should not be given up by the Master, on proper security being lodged, for the purpose of being sent out of the country, on a commission to examine evidence concerning an action of trover now pending. *Rule nisi.*

GALAND v. HEMPSALL.

Right of way—Trespass, quare clausum fregit.

Talfourd, Serjt. moved for a rule to shew cause why the verdict in this cause, tried before Gurney, B. at the last assizes at Nottingham, should not be set aside, and a verdict entered for the defendant, pursuant to leave at the trial. The action was in trespass, *quare clausum fregit*, and a verdict had been returned for the plaintiff, with nominal damages.

Plea, right of way specially stated. *Rule nisi.*

Cases cited: *Barker* v. *Rhodes* (1 C. & M. 439); 5 B. & Ad. 791.

BATE v. LAWRENCE.

Warrant of attorney—Signing judgment irregularly.

Channell, Serjt. moved for a rule to shew cause why a judgment signed upon a warrant of attorney, not properly signed in reference to the terms, should not be set aside. The warrant was dated the 14th of July, 1838. Defeasance to secure 800*l.* and interest. Judgment was signed on the 30th of November, 1843, and a *fieri facias* issued. On the 18th of December, the defendant became a bankrupt, and on the 3rd of February the bankrupt came up to pass his last examination. The objection made to the signing judgment on this warrant of attorney was, that the defendant authorized the plaintiff to enter up judgment, as of Trinity, Michaelmas next, or any other subsequent Term. This judgment was signed on the 30th of November, which is not in any Term, and contrary to Reg. Gen. Hilary Term, 4 Wm. 4, s. 3. In *Cobbold* v. *Chilver* (1 Dowl. N. S. 726) the warrant of attorney authorized the plaintiff to sign judgment "as of last Hilary Term next, Easter Term, or any subsequent Term." Held, that if the plaintiff had signed judgment, "as of" the previous Hilary Term, it would have been a good judgment within the contract, although in itself by the Reg. Gen. Hilary Term, 4 Wm. 4, s. 3, irregular; but it was held also, in the same case, that judgment, signed under such an authority in vacation, was irregular, and must be set aside. *Coulson* v. *Clutterbuck* (2 Dowl. N. S. 381) and *Raymond* v. *Smith* (12 L. J. N. S. 279) support this view. The judgment is a nullity, in not following the terms of the warrant of attorney. *Rule nisi.*

BELCHER and ANOTHER v. LAMBERT.

Money had and received—Verdict against evidence—Fraudulent preference.

Sir *T. Wilde*, Serjt. moved for a rule to shew cause why the verdict for the plaintiff in this cause, tried before Denman, C. J. at the last assizes, should not be set aside, on the ground of the verdict being against evidence.

The action was for money had and received. The particulars of demand stated that the action was brought to recover 600*l.* received in 1843, a which the plaintiff contended had been paid by way of fraudulent preference.

The COURT took time to consider, but on a subsequent day granted a *Rule nisi.*

HUXLEY v. BOLD.

Goods sold and delivered—Verdict against evidence—Bill of exchange in blank.

Sir *T. Wilde*, Serjt. moved for a rule to shew cause why the verdict in this cause should not be set aside, and a new trial had, on the ground that there was no evidence to go to the jury, and that the verdict was against evidence. The action was for goods sold and delivered. The plea was in substance that an agent of the plaintiff, after the cause of action arose, took and received a bill of exchange for the amount of the debt, and that the said bill was not due at the time of action brought. The replication stated that one Hibbert took the bill of exchange without the authority of the plaintiff, notice of which was given. The plaintiff was a wholesale tobacconist, and the defendant a retail dealer in the same trade in Birmingham. The plaintiff had applied for the settlement of his account, and the defendant had made various excuses for not paying. The plaintiff's traveller had taken a bill accepted by the defendant, but which bill had no drawer's name upon it at the time of acceptance. The traveller had no authority to take the bill. A letter was subsequently sent by the plaintiff to the defendant, stating that it was not his practice to take bills, to which letter the defendant had replied. There being no drawer's name to the bill, it was not perfect, and a bill drawn in blank is a promise to pay nobody. The bill was produced at the trial without the name of the drawer. There was no evidence to support the plea constituting the issue between the parties. The shape of the paper manifested that the plaintiff had never accepted it, but that he had in fact repudiated it. There was no evidence to go to a jury, and the verdict was against evidence. (*Crisp* v. *Griffith*, 2 C. M. & R. 159; *Simon* v. *Lloyd*, 2 C. M. & R. 187; *Mercer* v. *Cheese and Others*, 5 Scott, N. R. 664.)

Rule in the alternative for a new trial, or judgment non obstante veredicto.

Tuesday, April 16.

PETERS and ANOTHER v. CLASSON and ANOTHER.

Trespass—General Highway Act—Tender and amends.

Channell, Serjt. moved for a rule to shew cause why the verdict in this cause found for the defendant should not be set aside, and a verdict entered for the plaintiffs for 40s. according to leave reserved by Tindal, C. J. at the trial. The declaration was in the ordinary form of trespass, charging the defendants with breaking and entering the plaintiffs' close. The plea of not guilty was pleaded by stat. 5 & 6 Wm. 4, c. 50. A special plea stated that there was a common and public highway in Tamworth adjoining the plaintiffs' land, and that there was a certain water-course traversing the close of the plaintiffs, and the plea then went on to state that the water-

course on the plaintiffs' land was filled and choked up, and prevented the water running from the highway, therefore, the defendants entered, &c. A great body of evidence was called to disprove the defence set up by the special plea. The defendants admitted the plaintiffs had disproved certain allegations, and therefore the issue on that plea should be found for the plaintiffs. But the plea of not guilty the defendants contended must be for them. The defendants, as surveyors, had made a new ditch across plaintiffs' land to connect a drain with a public navigable river. Defendants contended that having the power under the General Highway Act to enter plaintiffs' land for such purposes, the plaintiffs could not proceed for damages at Nisi Prius, but before another tribunal. The sections of the Highway Act which related to the present case were the 54th, 67th, and 68th. The 67th sec. gives power to the surveyors to make, scour, cleanse, and keep open all ditches, water-courses, &c. and for that purpose to enter any lands or grounds upon paying the owners and occupiers the damage occasioned by such entry. Taking the three sections together, it was contended the defendants were entitled to enter for the purpose of making a new drain, and any damage the plaintiffs might seek to recover must be ascertained through justices at petty sessions, and could not be the subject of trespass. The plaintiffs, on the other hand, contended that, supposing the defendants at liberty to enter for the purpose of making a new drain, the right was given upon the terms of making compensation, to be ascertained in a particular way. In this case, there having been no compensation of any kind tendered or ascertained, the plaintiffs had a right to treat the defendants as trespassers. (*Poyfield* v. *Porter*, 13 East, 200.) The point will be whether, looking to the whole Act of Parliament, the omission to make amends would not make the defendants trespassers *ab initio*. (*Paddock* v. *Forrester*, 3 Scott, N. R. 715.) The scope of the old statute is, you shall have the right to enter, and you shall be protected if you tender sufficient amends, but you are not to have protection where no tender of amends has been made at all. There is only a licence by law, and not by contract of the parties.

Rule nisi.

DOE *dem.* COLDECUTT *v.* JOHNSON.

Will—Power of appointment—Inadmissibility of secondary evidence.

Talfourd, Serjt. moved for a rule to shew cause why the verdict in this action should not be set aside, and a verdict entered for the lessor of the plaintiff, or why a new trial should not be had. The cause was tried at Chester, before Williams, J. and a verdict found for the defendant. The ground for a new trial was, that evidence was improperly admitted; that the verdict was against evidence, and against the opinion of the learned judge. Ejectment had been brought on the demise of one John Coldecutt to recover possession of a house and premises in the town of Nantwich. The lessor of the plaintiff claimed title to the premises as tenant in tail, under the will of his great-grandfather, one Michael Mason, who made his will in 1782, and died in 1788. The plaintiff claims upon the death of one Thos. Mason, who died in March 1842, and the defendant claims as being the devisee of Thos. Mason, who, it is alleged, was the tenant in tail. The testator left four children, three sons and a daughter. The estate for life was given with power of appointment. The three sons died without issue; and supposing that Michael, the second son, did not exercise the power of appointment under the will of his father, who had three sons, the last, Thomas Mason, dying in 1842, the consequence would be, the lessor of the plaintiff would take as tenant in tail upon the death of Thomas Mason. The youngest of the four children of the testator was a daughter, who had sons, one of whom married the defendant; the other children died unmarried. The first question arises on the subject of the admissibility of evidence of a secondary character as to the will of the second Michael. It is alleged that he had made a will, which was a good execution of this power, under which his eldest son, Thomas Mason, had become entitled to the estate in fee. The original will was not produced, but the defendant offered secondary evidence, namely, a copy of a will of the second Michael, which had come from the lessor of the plaintiff. It was proved some search had been made in the diocesan court at Chester, but no original will was found. Evidence was given of an admission by the lessor of the plaintiff that he had furnished to the defendant a copy of the will made from a book in his father's handwriting, which being a copy of the original will, it was proposed to read as the copy, as a will properly executed, without shewing any search. When the book was produced, it appeared to be an old book, containing entries concerning the sale of cheese, going back to 1793. The learned judge received the copy in evidence; and the question arose, whether that copy was received in evidence as being a copy of a will duly executed and attested. Had sufficient search been made? And the second question was, whether the book from which the copy had been made was sufficiently authenticated as a copy? With respect to the first question, no search had been made by the executors and other members of the family for the original will; and in the second instance, it could not be taken to be a copy, for it did not at all follow it might have been made in the life-time of the testator, there being nothing to shew it was not. Michael Mason did not die until 1796, and there being entries in the book produced concerning the sale of cheese as early as 1793, it was quite consistent that the father of the plaintiff might have made that copy, but it was not a necessary inference that such was the ultimate intention of the testator. The next question which would arise would be, supposing that copy to be properly received in evidence, whether that was a good execution of the power. There was nothing in the language of the supposed will, shewing any intention on the part of the testator to execute this power. It could not be conceived that a party devising his property to trustees in the mode, and for the purposes of this will, was exercising a power of appointment. Supposing this was not a good execution of the power, then it stands upon the original devise, and the lessor of the plaintiff is clearly entitled.

The learned judge, on summing up, told the jury that it appeared in evidence, that the party making the will had been incapable of doing anything of the kind from his birth, being an idiot.

Rule nisi, to ascertain the latter fact from the judge's notes at the trial, before granting the rule generally.

Wednesday, April 17.

DOE *dem.* MORGAN *v.* POWELL.

Agreement for a lease—Operative words—Possession.

Wilde, Serjt.—This was an action tried at the last Glamorganshire Assizes before Maule, J. in which the plaintiff was nonsuited, with leave to apply to the Court to enter a verdict. The only question in the case is, whether a certain agreement is a mere agreement for a contract of a lease, or operates as a present demise, or whether a yearly tenancy arose under that agreement with respect to the operation of the words of the agreement. It was considered better to turn the facts into a case. The agreement relates to a contract between the parties for the working of certain coal-mines in Glamorganshire. The agreement is dated Feb. 2, 1838, and states that Thomas David agrees to let and grant a lease to George Morgan and others of coal, iron, stone, and fine clay under the land, together with all the mines in a certain parish in Glamorgan, at ninepence per ton for every ton of coal, &c.; six months' notice on the part of the grantees to determine the lease at any time. The agreement to contain the usual covenants; the grantees entered into possession, and the works continued until the water became excessive. Ultimately disputes arose about the terms of the lease, and the grantor died. The question was, whether the grantees could claim possession by virtue of this agreement or tenant-right which might have arisen. The general intention of the parties in giving construction to the instrument is among the tests usually adopted. This instrument transferred the possession as a lease rather than a contract. (Bacon's Abridg. Title Lease: "Any thing which transfers the possession to the parties is a lease.") Possession was intended to be given to the parties under this agreement. The party engaged to sink a pit before the 24th June. Possession, by this agreement, intended to pass under the agreement, and before any lease should be granted, the time being uncertain; whereas the time for beginning the works was certain, it being a toll-rent in the nature of a royalty, it was necessary the pit should be opened. He had to pray their lordships' permission to turn the facts into a case.

Case cited: *Poole* v. *Bentley* (12 East, 168; 1 P. & D. 440; 3 M. & P. 497). *Rule nisi.*

HODGSON *v.* NOBLE.

Attachment—Order of Court.

Talfourd, Serjt. moved for an attachment against defendant for disobedience to an order of the Court to produce certain documents. *Rule nisi.*

GORDON and OTHERS *v.* ELLIS and ANOTHER.

Partnership—Immaterial Allegation—Set off.

Wilde, Serjt. moved for a rule to shew cause why the judgment in this cause should not be arrested, or why a new trial should not be had. The action was tried before Coltman, J. at the last sittings—verdict for the plaintiff, 835*l*. damages. The action was for money had and received. Plea, *non-assumpsit*, with several other pleas; but the only pleas necessary to be noticed were the 5th and 6th. The defendant had been employed, as an auctioneer, by Thomas Gordon, a partner of the plaintiffs, to sell certain fixtures, utensils, and stock, and the action was brought for the proceeds; and the contest in the case was, whether advances made by the defendant to Gordon were advances in anticipation of the proceeds of the sale. The two last plaintiffs insisted that the advances were made on the separate account of Gordon, their partner, and were not matter of set-off out of the proceeds of the sale. The ground upon which the present application rests is, the replication puts in issue an immaterial allegation, leaving a good bar to the action. The 5th and 6th pleas were alike, the only difference being, they applied to different sums. The substance of the 5th plea was, that before the money mentioned in the declaration had been received, the defendants, with the privity of the plaintiffs, by order of Gordon, their partner, put up for sale certain property belonging to the firm; and, at the time, the plaintiffs agreed that the defendants should retain and reimburse themselves out of the said property their advances upon the faith and confidence of the last-mentioned agreement. The defendants did afterwards sell and dispose of the property, the other plaintiffs allowing the said Gordon to deal with the property as his own; the money in the declaration said to be due from them being the identical money claimed, from which money the defendants retained the sum in the plea mentioned, for the purpose of reimbursing themselves; and that, &c. The replication stated that the plaintiffs did not suffer and permit Gordon to deal with the property as his own sole property, in manner and form, &c.; and upon this traverse issue was joined, and found for the plaintiff. This allegation is immaterial. The action is brought by three partners. An answer to one is an answer to all; because an action of *assumpsit* for money had and received is an action which will survive. Thomas Gordon might be the only person to bring an action; and whatever would be a defence to Gordon would be an answer to an action brought jointly with him. (*Wallace* v. *Kelsall*, 7 M. & W. 241; *Jones* v. *Yates*, 9 B. & C. 532; *Sparrow* v. *Chapman*, 9 B. & C. 241; *Jacaud* v. *French*, 12 East, 317.) The principle of the decisions is, that an agreement by one of several partners with a partnership debtor, which would operate in bar of an action by the party making that agreement, may be made a bar to an action by all the partners. Here there was no suspicion of fraud; it did not follow that the money advanced by the defendants to Gordon was not for partnership purposes. The replication does not answer all that is averred. One partner borrows money on an agreement that it shall be deducted out of the proceeds of the sale of partnership property. He may be the only partner entitled. The agreement set out states that the defendants were employed, with the knowledge and consent of the plaintiffs, to sell the property. The replication simply traverses that the other plaintiffs did suffer Gordon to deal with the property as his own sole property. The plea would have been good without the allegation, and would not have been answered by evidence of the fact introduced by the allegation.

Rule nisi.

DARBY *v.* EVANS.

Husband and wife—Liability of husband—Restraint. When a verdict is sought to be disturbed, on the ground of there being no evidence to go to the jury, the Court will hold the party applying for a new trial strictly to the terms, and will not grant a rule, if any evidence, however slight, was offered at the trial.

Talfourd, Serjt. moved for a rule to shew cause why the verdict, which was for the plaintiff, should not be set aside, and a nonsuit entered, pursuant to leave. The action, which was for debt, was tried before the under-sheriff of Middlesex, and was brought to recover compensation for work done for the wife of the defendant, while living apart from her husband. The question was, whether there was any evidence to go to the jury of such ill treatment on the part of the husband as would justify the wife leaving his house. Evidence had been given at the trial, that the defendant's wife had communicated with her brother by notes thrown from a window of the house.

TINDAL, C. J.—If the wife leaves the house in consequence of ill treatment on the part of the husband, he is bound for necessaries. The question here is, whether there is not some evidence. To grant the rule there must have been no evidence of ill treatment, and although in this case it is very slight, we cannot say there is none.

Rule refused.

FEARN *v.* FILICA.

Authority—Bill of Exchange—Procuration.

Wilde, Serjt. moved for a rule to shew cause why the verdict, which passed for the plaintiff for 302*l*. 5*s*., should not be set aside and a new trial had, on the ground of the verdict being against evidence, and misdirection. The action, which was tried before Coltman, J. at the last sittings, was brought on a bill of exchange, *Indorsee* v. *Acceptor*, and issue was joined, on the question whether certain persons using the name of Howard and Co. endorsed the bill, and how far a person called Lorregan was authorized by a certain letter. The plaintiff replied he was a *bonâ fide* holder for value, having discounted the bill. It appeared that one Grant had taken a counting-house in the city, and had used the name of the firm Howard, Grant, and Co.; their principal business appearing to be accepting bills in the name of the firm. Large books were kept, in which no entries whatever had been made. The present action was brought on a bill remitted from Paulby and Co., Milan, and endorsed to Gaudolfi and Co., who are, in reality, the present defendants, the defendant carrying on the business of that firm. A short time before the letter arrived, which was on the Monday, containing the bill, on the Friday previous, Grant, who

was the only person ever seen carrying on the business of Howard, Grant, and Co., disappeared. An advertisement of 50*l*. was offered for his apprehension. The letter from Milan, containing the bill, was handed to Lorregan by the clerk of Grant, and Lorregan having, at the request of Lopez, procured the acceptance of the defendants, endorsed the bill in the name of Howard, Grant, and Co., and also in his own name, to one Daniels. The bill was given to a person called Lopez, who had had transactions with Grant, and by Lopez handed to Daniels, in discharge of a debt due from him to Lopez. It was sworn at the trial, that the plaintiff had discounted the bill and given a cheque for the amount. When Grant absconded, he left a letter directed to Lorregan, containing authority to endorse the bill. The letter was to the effect that Grant, having urgent business on his hands, had left town, and, in his absence, authorized Lorregan to open all letters and endorse, in the name of the firm, all bills of exchange to Mr. Lopez, or negotiate and pay bills against any liability that Lopez might be under on their account. On this authority Lorregan had endorsed the bill to Daniels. In the first place, this bill, by the terms of the letter from Paulby and Co., never was the bill of Grant. Howard, Grant, and Co. were to accept a bill for the same amount drawn by Gaugolfi and Co.; the assignees of Grant could not hold the bill against Paulby and Co. Procurations are strictly construed, and in this case, Grant's authority only applied to bills not endorsed. The authority never had any validity, Grant never taking any property or right to the bill, Lorregan must be taken to have acted throughout with full notice, and there was no authority to endorse the bill to himself. Here there was also an act of bankruptcy. The verdict, as to an act of bankruptcy in this case, was clearly against evidence. *Rule nisi on both grounds.*

KEALE *v.* WHEELER.

Bonds—Rate of interest—Memorandum—Indorsement.

Channell, Serjt. moved for a rule to shew cause why the verdict in this cause, tried before Wightman, J. at the last assizes at Winchester, should not be set aside, and a verdict entered for the defendant for 800*l*. pursuant to leave. The declaration was in *assumpsit* to recover the price and value of eight securities, each worth 100*l*. The defendant pleaded—first, never indebted; second, that he did not buy from the plaintiff, nor did the plaintiff sell, the securities to him. The defendant further pleaded, the plaintiff did not transfer the securities to the defendant; and the fourth plea was one of covin, fraud, and misrepresentation, but no proof whatever was offered at the trial in support of this plea. A verdict was entered for the plaintiff on the first three issues. The securities were bonds given by commissioners of the town of Southampton under two Acts of Parliament for borrowing money, not exceeding 5 per cent. per annum, to improve the town and port of Southampton. The bonds in question had been purchased from one Maddison, who had signed, on a fly-leaf, a memorandum under his hand, but not under seal, by which he undertook to receive 5*l*. per cent. only. A Mr. Clark had been employed by the defendant to inquire about bonds, in order to invest a sum of money the defendant had at his disposal. It appeared that Clark had acted as the agent of both parties. Several letters had passed between the parties, but nothing was said about the rate of interest, and the bonds were ultimately sold at par. After the assignment was prepared, on the defendant's agent going to the plaintiff's banker to pay for the bonds, the latter said, "Are you aware these bonds are bonds securing interest at 4 per cent. only?" It appears the defendant's agent was not aware of it, and the money was not paid. The form of the assignment would not necessarily disclose whether the interest was 4 or 5 per cent. The evidence shewed that Wheeler intended to purchase bonds at 5 per cent., and that Keale intended to sell only the bonds. Plaintiff had undertaken to transfer the bonds in the event of retaining a verdict, the plaintiff was entitled to a verdict; there had been no fraudulent concealment. The Act of Parliament does not require the interest to be 5 per cent. The contract between the parties did not disclose what the interest was to be. The rule *caveat emptor* applies. Cases cited: *Thompson* v. *Brown* (7 Taunt, 656); cases collected, 3 *Bythewood & Jarman*, 682. *Rule nisi.*

PHILLIPS and OTHERS *v.* IRVING.

Channell, Serjt. moved for a rule to shew cause for leave to enter a nonsuit, pursuant to leave. *Cur. adv. vult.*

COURT OF EXCHEQUER.

Monday, April 15.

(Before PARKE, B., ALDERSON, B. and ROLFE, B.)

FENNELL *v.* DAVENPORT.

ALDERSON *v.* DAVENPORT.

Action against sheriff for not arresting—Special bailiff.

Jervis moved for a rule *nisi* to set aside the verdict for the plaintiff, and to enter a nonsuit or verdict for the defendant, on the 1st and 3rd pleas.

This was an action against the sheriff of Chester for not arresting a party of the name of Rigby, under a writ directed to the said sheriff; and it appeared that the plaintiff's attorney inclosed the writ in a letter sent by him to the under-sheriff, wherein he requests the under-sheriff to grant the warrant to a person named Mark Topham "whom I have instructed as to the execution thereof." It was submitted that, under these circumstances, the action would not lie; or, at any rate, that it was a question for the jury whether the plaintiff's attorney had appointed Topham as his special bailiff; citing *Ford* v. *Leche* (6 A. & E. 699); *Doe* v. *Trye* (5 N. C. 575). *Rule nisi.*

BUSINESS OF THE DAY.

STANLEY *v.* AGNEW.—*Keating* moved to set aside the verdicts for the plaintiff, and to enter the same for the defendant, on the ground of variance between the contract as laid and that proved. *Rule nisi.*

TWYFORD *v.* ARMFIELD.—*Erle* moved for a rule *nisi* to set aside the verdict for the plaintiff, and to enter the same for the defendant on certain issues. *Rule nisi.*

ATKINSON *v.* WEBSTER.—*Jervis* moved for a rule *nisi* to set aside the verdict for the defendant, and for a new trial, on the ground of its being against evidence. *Rule nisi.*

STEADMAN *v.* BARNETT.—*Dasent* moved for a rule *nisi* to stay proceedings until the determination of the Court upon a bill of exceptions tendered on the trial of the cause in the Supreme Court at Jamaica, but which had not yet been sealed, upon the ground that no action could be maintained upon the judgment of the Court, pending the issue of a bill of exceptions. *Rule nisi.*

EMPY *v.* KING.—*Warren* moved to make an arbitrator's order a rule of court. *Rule absolute.*

Tuesday, April 16.

Sir F. POLLOCK, late Attorney-General, took his seat as Lord Chief Baron.

WYNNE, Esq. *v.* EDWARDS.

Award—Uncertainty.

Kelly and *Hayes* shewed cause against a rule to set aside the award in this case on the ground of uncertainty. Two actions had been brought, one of trespass for mesne profits, in which the declaration had had been delivered, the other of *assumpsit*; in the latter of which the writ only had been delivered, both of them being for unliquidated damages. An order of reference of all matters in difference in the two causes had been made by a judge's order, the costs of the said causes and of the reference to abide the event of the award. The arbitrator awarded "of and concerning the premises, and adjudicated and determined that all further proceedings should thenceforth cease, and that the defendant should, on a certain day, pay to the plaintiff the sum of 41*l*. 17*s*. 9*d*. in full of all demands in the said causes." It was submitted that this was a sufficient termination of the causes to shew which way the costs were to be paid, for the arbitrator had no power to enter a verdict or to order judgment to be entered up, and the officer of the Court could award the proper costs; and that it was not necessary for the arbitrator to award what the plaintiff was entitled to receive in each action; citing *Eardley* v. *Steer* (5 Tyr. 1071); *Day* v. *Bonnin* (3 N.C. 219); *Blanchard* v. *Lilly* (9 East); *Yates* v. *Knight* (2 N. C. 277); *Benwell* v. *Hinxman* (1 C. M. & R. 935); *Pearse* v. *Pearse* (9 B. & C. 484).

Cowling, contrà, submitted that the award was indefinite and uncertain in not finding any event so as to shew that the winning party was entitled to costs; and that the proper course would have been to award that the plaintiff had a good cause of action in each case.

The COURT held, that it sufficiently appeared that the arbitrator had awarded in favour of the plaintiff in both actions, and that it was unnecessary for him to award specifically in each case; citing *Day* v. *Bonnin* (3 N. C. 219). *Rule discharged.*

HIGGS *v.* HARRISON.

Agreement relating to the sale of an interest in land within 29 Car. 2, c. 3, s. 4.

Adams, Serjt. moved for a rule *nisi* to set aside the verdict for the plaintiff and to enter a nonsuit.

This was an action of *assumpsit*, and the declaration stated, that in consideration that the plaintiff would demise and let certain premises to the defendant, from the 25th of March, 1843, for the term of one year, and so on from year to year, at a certain rent, and would relinquish and give up the business and stock in trade, he undertook to pay for the stock in trade, at a certain valuation.

Plea, the general issue.

It was submitted that this was an agreement relating to the sale of an interest in land within 29 Car. 2, c. 3, s. 4, and therefore it should have been shewn that the agreement was by a memorandum or note in writing, signed by the defendant; citing *Buttemere* v. *Hayes* (5 M. & W. 456); *Harvey* v. *Grabham* (5 A. & E. 61); and *Mechlin* v. *Wallace* (7 A. & E. 49). *Rule granted.*

KING *v.* PHILLIPS.

Pleading—Traverse of accommodation.

M. D. Hill moved for a rule *nisi* to set aside the verdict for the plaintiff and enter judgment for the defendant, *non obstante veredicto*, or to arrest the judgment, or to award a repleader.

This was an action upon a promissory note and upon an account stated.

Plea, to the first count, that the defendant accepted the said promissory note for the accommodation of the plaintiff without value or consideration.

Replication—That there was a good and sufficient consideration, to wit, the amount of the promissory note in that count mentioned, for the acceptance and payment by the defendant of the said promissory note.

It was submitted that the traverse in the replication amounted to a traverse of a mere inference of law, and was, therefore, immaterial, and the defendant, consequently, entitled to have judgment entered for him.

The COURT held that the replication was an informal way of traversing the accommodation, and was in substance a denial of the plea; and that, at any rate, it was good after verdict. *Rule refused.*

DOE *v.* FILLITER.

Action for mesne profits—Extra costs of taxation.

Crowder moved for a rule *nisi* to set aside the verdict for the plaintiff, and to enter a nonsuit or verdict for the defendant, or why the plaintiff should not recover such amount as the Court should determine.

This was an action for mesne profits after the trial of an action of ejectment, in which the lessor of the plaintiff had recovered certain lands. The costs of that action had been taxed, and the taxed costs paid to the lessor of the plaintiff. In the present action, the lessor of the plaintiff had recovered the *extra* costs of taxation. It was submitted that he was not entitled to recover such costs in an action for mesne profits. *Rule granted.*

NICHOLAS *v.* MORGAN and OTHERS.

Evidence under plea of payment—Guarantee.

E. V. Williams moved for a rule *nisi* to set aside the verdict for the defendant on the third issue, and to enter the same for the plaintiff.

This was an action upon a promissory note, to which the defendant pleaded, thirdly, payment. The making of the note by the defendant was proved by the attesting witness, who stated, on cross-examination, that the plaintiff had given a guarantee to the defendant, and it was then contended, on the part of the defendant, that this proved his plea of payment, and a verdict was entered for him upon that issue, subject to the opinion of the Court. *Rule granted.*

CHESTON *v.* GIBBS and ANOTHER.

Evidence—Petitioning creditor's debt.

Costs of affidavit on moving for a new trial.

Kelly moved for a rule *nisi* to set aside the nonsuit in this case, and for a new trial.

This was an action by the assignees of Sabine and Le Roy to recover the value of certain property of which the defendants had possessed themselves; and notice to dispute the fact having been given, it became necessary to prove the petitioning creditor's debt, which consisted of certain bills drawn by themselves, and passed by them to the bankrupts, and regularly entered in the bankrupts' bill-book. The bill-book had been lost, but it was proved by a clerk that he had some time ago compared the bills in question with the bill-book, and that they were duly entered there. The learned judge rejected the evidence, but told the jury it was no evidence of the petitioning creditor's debt. Two of the petitioning creditor's cheques were also produced, bearing date considerably before the date of the fiat, which, it was submitted, ought to have gone to the jury connected with the fact which was in evidence, that the only transactions of the petitioning creditor with the bankrupts consisted of discounting bills, the proceeds of which were applied to the assistance of the bankrupts.

There were also affidavits in case the Court considered the above grounds insufficient.

The COURT granted the rule, but upon the terms of the plaintiffs paying all expenses occasioned by the affidavits, because, whether they were used or not, the opposite side must still take out copies of them. *Rule granted.*

BUSINESS OF THE DAY.

MORTIMER *v.* MOORE.—*Whitehurst* and *M. Smith* shewed cause. *Jervis*, contrà. *Rule discharged.*

BLYTH and ANOTHER *v.* FORBES and ANOTHER.—*Kelly* moved for a rule *nisi* to set aside the verdict for the defendants on the 2nd and 4th issues, and for a new trial, on the ground of misdirection, and that the verdict was against evidence.—*Rule refused on the first ground, Cur. adv. vult on the second ground.*

VINER and WIFE *v.* CUMMINS.—*Warren* moved for a rule *nisi* to set aside the verdict for the plaintiff, and to enter a nonsuit, or for a new trial, on the ground of misdirection, and that the verdict was against evidence. *Rule refused.*

STEATMAN v. WHARTON.—*Jervis* moved for a rule *nisi* to set aside the verdict for the plaintiff and for a new trial, on the ground of the verdict being against evidence. *Rule granted.*

STEWART v. VEVERS.—*Thomas* moved for a rule *nisi* to set aside the verdict for the defendant, and for a new trial, on the ground of the verdict being against evidence. *Rule granted.*

SIMPSON v. READY.

Penalties under 5 & 6 Wm. 4, c. 76, s. 58—Construction of Act—Mode of declaring upon a section in an Act of Parliament containing a proviso.

F. V. Lee, moved for a rule *nisi* to arrest the judgment.

This was an action brought against the defendant for a penalty of 50*l.* for acting as councillor of the borough of Lichfield, whilst he was disqualified by having an interest in a lease. The jury found a verdict for the plaintiff. By the 28th section 5 & 6 Wm. 4, c. 76, it is provided that no person shall be qualified to be a councillor of a borough during such time as he shall have directly or indirectly, by himself or his partner, any share or interest in any contract or employment by or on behalf of such council. The 53rd section enacts, that if any person shall act as councillor, without being duly qualified, &c. he shall forfeit 50*l.* to be recovered by any person who will sue for the same within three calendar months after the commission of the offence: *Provided* that no such action shall be brought except by a burgess of such borough. It was submitted, 1st, that it ought to have appeared on the face of the declaration that the plaintiff suing was, at the time of the commencement of the action, a burgess of the borough of Lichfield; citing, *Thibault q. t.* v. *Gibson* (3 Dowl. N. S. 253, 1 Wms. Saund. 276 a). 2nd, That the offence contemplated by the Act of Parliament was the *acting* and not the *claiming* to act, at a time when the party was disqualified. 3rd, That inasmuch as the contract which was alleged to have disqualified the defendant, was a lease between a third party and the corporation, to which the defendant was no party, and in which his name did not at all appear, it must be treated as a disqualification, arising from the defendant's partner being interested in the lease in question, and it was therefore necessary to allege such partnership on the face of the declaration; and, 4thly, That the declaration ought to have alleged that the corporation at the time when the defendant acted as councillor had an interest in the lease.

The COURT held, with respect to the 1st objection, that as the exception came by way of proviso, after the enacting clause, it was matter of defence and need not be alleged in the declaration; 2ndly, That it sufficiently appeared on the declaration that the offence charged was *acting*, and not *claiming* to act; and that with respect to the two remaining objections, since the declaration averred, that at the time the defendant acted he was disqualified, the plaintiff would be bound to prove those requisites. *Rule refused.*

LEWIS v. MUSGROVE and ANOTHER.

New trial—Action against sheriff.

Quære, whether, in an action for a false return, a sheriff can take advantage of rent and taxes being due at the time of levying.

Platt moved for a rule *nisi* to set aside the verdict for the plaintiff, and to enter a nonsuit. This was an action against the sheriff of Middlesex for a false return of *nulla bona* to a writ directed to him to be executed upon the goods of a person of the name of Pyne. To this the defendant pleaded — 1st, not guilty; 2nd, denying that they levied the money indorsed to be levied; and, 3rd, denying that any goods of Pyne were within their bailiwick. It appeared that in 1840 and 1841 Pyne had several executions against him. His goods were sold, and the proceeds of the sale divided rateably amongst his creditors. In January 1842, the present execution was sued out against Pyne and Lero, and was levied upon the goods in Pyne's house, at that time in the possession of the purchaser from the sheriff under a bill of sale, and for which Pyne was to pay rent. There was some wine belonging to Pyne, of the value of 15*l.* for which sum the jury, under the judge's direction, found a verdict for the plaintiff. There were rent and taxes due, either of which exceeded 15*l.*; and notice of the taxes being due was given to the sheriff and the plaintiff. The plaintiff objected that this could not be given in evidence under this state of the pleadings; citing *Heenan* v. *Evans and Another* (1 Dowl. N. S. 204, S. C. 4 Scott, N. R. 2). The judge held that the sheriff was not protected by this notice, stating that he was of opinion that the defendants could not take advantage of the rent and taxes being due, and thereupon left two questions to the jury—1st, Were these goods in the defendant's bailiwick? and, 2nd, Was the money paid? It was submitted that this direction was erroneous; citing *Andrews* v. *Dixon* (3 B. & A. 645); *Foster* v. *Hilton* (1 Dowl. 35); *Colliger* v. *Speer* (1 Moore, 73, 2 B. & B. 67); *Harrison* v. *Barry* (7 Price, 556); 43 Geo. 3, c. 99, s. 3, and 5 & 6 Vict. c. 35, s. 140. *Rule granted.*

LEWIS v. MACMURDO.

Platt, Q.C., moved for a new trial. Cases cited: 3 B. & A. 645; *Foster* v. ——, 1 Dow. 45; *Addison* v. *Barry*, 7 Price, 5 & 6 Vic. c. 31, s. 140.

WHITE v. SHAFT.

An award which begins in the names of three referees is nevertheless the award of two only, if signed by two only, and is a good award by the two, when the terms of reference authorize an award by two.

Cowling moved to set aside the verdict herein, and to enter a nonsuit. The action was on a debt on an award. The declaration stated that certain matters in dispute between the plaintiff and the defendant had been referred to the award of three persons—Cook, Singlehurst, and Hazeldon, or any two of them; it then alleged that Cook and Hazeldon had made their award, upon which award this action was brought. The defendant pleaded that Cook and Hazeldon had not made their award. Upon the trial the award was put in. It began in the names of all three of the referees, but was signed by Cook and Hazeldon only. It was proved at the trial that Singlehurst had dissented from the award in question, and refused to sign it. He submitted that this was not in law the award of Cook and Hazeldon only, but an imperfect award of the three referees, as it began in the names of all three, and purported upon the face of it to be the award of all three, although it was signed only by Cook and Hazeldon only. He relied on *Thomas* v. *Harrop* (1 Sim. & St. 524), as being an authority exactly in point. He also cited his learned opponent (*Watson's*) book on Awards, page 107.

By the COURT.—That case appears to have been but loosely reported, and possibly there had been no notice to the third referee. At any rate we do not see any sufficient reason for granting a rule. The award does not purport to be the award of the three. It does indeed purport to have been originally intended to be the award of all three, but it purports to be the award only of those who actually signed it. *Rule refused.*

COBB v. WALLER.

Addison moved for a *distringas* to compel an appearance. The defendant lodged in Middlesex, but carried on his business in Surrey. He prayed that the *distringas* might go into Surrey. *Rule granted.*

BUSINESS OF THE DAY.

ABBEY v. GUERDON and OTHERS.—*Thesiger*, S.G. moved for a new trial, on the ground that the verdict was against the evidence. *Cur. adv. vult.*

LEE v. TRUSTEES of the CALDER and HIBBLE NAVIGATION.—*Martin*, Q.C., moved to set aside the verdict for the defendant and for a new trial. The point turned upon the construction of some local Acts of Parliament, 9 Geo. 3. c. 71, and 6 Geo. 4. c. 17. He also moved on the ground of surprise. The Court refused the rule on the ground of surprise, as it did not appear that the plaintiff had been prejudiced thereby. On the other points, *Rule nisi.*

BRAY v. EASTWARD.—*Thesiger*, S. G. moved to set aside the verdict for the plaintiff, and for a new trial, on the ground that the verdict was contrary to the evidence. *Rule refused.*

BERRYMAN v. JONES.—*M. Smith*, moved for a rule, calling on plaintiff's attorney to pay the costs of nonsuit, according to his undertaking. *Rule nisi.*

STEVENSON v. GRAY.—*Grainger* moved for a new trial, on the ground that the verdict was contrary to the evidence. *Rule refused.*

EVERARD v. WEBSTER.—*Thomas* moved for a nonsuit. *Rule nisi.*

HARVEY v. GRAHAM.—*Dasent* moved for a *distringas*. *Rule nisi.*

Wednesday, April 16.

PHILLIPS and ANOTHER v. MORRISON and ANOTHER.

Agreement—Ad valorem stamp.

Talfourd, Serjt., moved for a *rule nisi* to set aside the verdict for the plaintiff, and to enter a nonsuit. This was an action for the non-payment of instalments of 25*l.* each, under an agreement made between the plaintiffs of the one part and the defendants of the other part, whereby the plaintiffs agreed to sell and the defendants to purchase, at the sum of 77*l.* per acre, certain seams of coal; 100*l.* to be paid at the day of the date of the agreement, and the remainder by equal quarterly instalments of 25*l.* each. The agreement contained covenants by the defendants for the proper working of the mine, and a covenant for quiet enjoyment by the plaintiffs. The agreement, when produced in evidence, was stamped with an agreement stamp, but it was now submitted, that, as it was intended to convey the coals, it operated as a conveyance, and, therefore, required an *ad valorem stamp*.

The COURT held that to require an *ad valorem* stamp, it must be a conveyance, whereby the thing sold vested in the purchaser, which was not the case here, and therefore the instrument was properly stamped as an agreement. *Rule refused.*

PICKETT v. BUTLER.

Evidence in trespass quare clausum fregit, under "Not possessed"—Exclusive right of herbage.

Crowder moved for a rule *nisi* to set aside the verdict for the defendant on the second issue, and to enter the sum for the plaintiff, with 40s. damages. This was an action of trespass *quare clausum fregit*, to which the defendant pleaded, secondly, that the plaintiff was not possessed of the close in question; and in support of that plea, put in evidence the award of the commissioners, under a certain enclosure Act, dated 1796, vesting the exclusive right of *herbage* in the present plaintiff. At the trial, a verdict was found for the defendant, the learned judge reserving to the plaintiff leave to move to enter a verdict for him, if the Court should think him entitled to it. It was submitted, that an exclusive right to herbage gives the party a sufficient right to maintain an action of trespass: citing Co. Litt. 4 b. *Crosby* v. *Wodsworth.*

It was also submitted, that the verdict was against evidence. *Rule granted.*

BUSINESS OF THE DAY.

WILLIAMS v. NIBLETT and ANOTHER.—*Godson* moved for a rule *nisi* to set aside the verdict for the plaintiff, and for a new trial, on the ground of the verdict being against evidence and the damages excessive. *Rule refused.*

RODGERS and ANOTHER v. MAW.—*Knowles* moved for a rule *nisi* to reduce the damages assessed by the jury to such sum as the Court shall think proper. *Rule granted.*

LANGFORD v. SOLLY.—*M. D. Hill* moved for a rule *nisi* to set aside the verdict for the defendants, and for a new trial, on the ground of the verdict being perverse. *Rule granted.*

BONSKELD v. FOSTER and OTHERS.—*Watson* moved for a rule *nisi*, to set aside the verdict for the plaintiff, and for a new trial, on the ground of the damages being excessive. *Rule granted.*

MORRISH v. MUNDAY.—*Crowder* moved for a *rule nisi* to set aside the verdict for the defendant, and for a new trial, on the ground of misdirection. *Cur. adv. vult.*

DORRELL v. RICHTER.—*Knowles* moved for a *rule nisi* to set aside the verdict for the defendant, and for a new trial, on the ground of the verdict being against evidence. *Rule refused.*

HARRISON v. FEATHER, P. O.—*Watson* moved for a *rule nisi* to set aside the verdict for the plaintiff, and for a new trial, on the ground of misdirection, and of the verdict being against evidence. *Cur. adv. vult.*

KNIGHT v. GIBBS.—*Humfrey* moved for a *rule nisi* to set aside the verdict for the plaintiff, and for a new trial, on the ground of misdirection. *Rule granted.*

Thursday, April 18.

SHERWIN v. SWINDALLS.

Quære, the effect of 3 & 4 Vict. c. 24, s. 3, upon 8 & 9 W. 4, c. 11, s. 4, in respect of a judge's power to certify that a trespass was wilful and malicious, in a case where no previous notice not to trespass has been given.

Whateley moved for a rule *nisi* to rescind the certificate of the judge, under 8 & 9 W. 4, c. 11, s. 4, certifying that the trespass, in respect of which the action was brought, was wilful and malicious, upon the ground that 3 & 4 Vict. c. 24, s. 3, has repealed that statute, and therefore in an action of trespass for breaking and entering a dwelling-house, where no notice not to trespass has been previously served, the judge has no power to certify: citing 8 & 9 W. 4, c. 11, s. 3; 3 & 4 Vict. c. 24, s. 3. (*Rudge* v. *Bond* cited, 3 East, 497; *Good* v. *Watkins*, ib.; *Reynolds* v. *Edwards*, 6 T. R. 11; *Summerton* v. *Jerris*, ib.; *Davenport* v. *Merchant*, ib. Note *a*.) *Rule granted.*

CHARLES v. BRANKER and OTHERS.

Payment of money into court, under the common money counts, is no admission of partnership in the defendants, under a special count in the same declaration.

Chilton moved for a rule *nisi* to set aside the verdict for the defendant, and to enter the same for the plaintiff.

This was an action of *assumpsit*, with a count upon a special contract, and the common money counts. The defendants pleaded *non-assumpsit* to the *special* count, and payment of money into court under the *common* counts, with a denial of damages, *ultrà*. In order to recover under the special count, it became necessary to prove the partnership of the defendants, and there being no other evidence upon the subject than the payment into court under the common money counts, the judge being of opinion that this could not be considered as any admission of partnership, directed the verdict to be entered for the defendants, with leave to move. It was now submitted that the direction was erroneous, citing *Stapleton* v. *Noel* (6 M. & W. 16); *Raverscroft* v. *Wise* (1 C. M. & R. 203); *Kingham* v. *Robins* (5 M. & W.)

The COURT held the direction correct, and that payment of money into court, under the general counts, could not be considered as any admission of partnership under the special count. *Rule refused.*

BAIL COURT.

Monday, April 15.

REG. v. TOWN COUNCIL OF BIRMINGHAM.

Crompton moved to enlarge this rule. *Granted.*

O'NIEL v. COGLAN.

J. W. Smith moved to enter up judgment on an old warrant of attorney. The power was to enter up judgment in the Queen's Bench in Ireland, or in any other court of record. The affidavit was dated the 13th of April, and the deponent said that he had seen and conversed with the defendant on 24th March, and he believed him to be still alive. (*Watts* v. *Berry*, 4 Dow. 44; *Spratts* v. *Wills*, 5 Dow. 221; *Doe dem. Clark* v. *Stillwell*, 5 A. & E. 646.) *Rule granted.*

Tuesday, April 16.

REG. v. The JUSTICES of LANCASHIRE.

Mandamus to justices to make an apportionment under the Highway Act. Quære, What is a Town Improvement Act?

Cowling moved for a *mandamus* to be directed to the above justices, commanding them to proceed to the apportionment of a fine under the following circumstances. The inhabitants of a hundred had been indicted at the sessions for the non-repair of a certain portion of a turnpike road leading from Rochdale to Manchester, and they pleaded guilty, whereupon a fine of 800*l.* was imposed. Upon this an application was made to the justices to apportion the fine and costs between the inhabitants and the trustees of the road, pursuant to the provisions of the 3 Geo. 4, c. 126, s. 110. This application was resisted on the part of the trustees, on the ground that they were not liable to contribute, inasmuch as they had no jurisdiction over the road in question, the local Act under which they derived their powers, viz. the 44 Geo. 3, c. 49 (amended and continued by 4 Geo. 4, c. 167, and 6 & 7 Vic. c. 91), taking away their jurisdiction over all roads which are subject to the provisions of any improvement Act, and the 31st section providing that no money should be laid out for the repair of any road comprised within the limits of any town which has an Act for its improvement; and it was further urged by the trustees, that in the present case there *was* an improvement Act which comprised the road in question, namely, the 6 Geo. 4, c. 128; which, on the part of the inhabitants it was contended, was merely a police Act, and not an improvement Act, the Act being for the lighting, cleansing, watching, and regulating the town of Rochdale, and containing no powers enabling the commissioners under it to repair the roads, or to levy rates for the purpose. At the hearing, the justices declined to make the apportionment. *Rule nisi.*

DOWLING and WIFE v. ———

Judgment on an old warrant of attorney.

Peacock moved for leave to enter up judgment upon an old warrant of attorney. The defendant had been last seen alive on the 15th of March, but on the 5th of April inst., his brother had admitted that he was alive and well. *Rule granted.*

Wednesday, April 17.

JONES v. ———

Application to discharge a prisoner out of custody—Service of notice.

Simon moved to discharge the defendant out of custody, under the provisions of the 48 Geo. 3, c. 123. In this case, the notice had not been served on the plaintiff, in consequence of its not being known where he was to be met with. The plaintiff's attorney in the action, also, had ceased to practise, and had given up his business to two gentlemen, Messrs. Kingdon and Sheppard, one of whom, upon being applied to for the place of abode of the plaintiff, and on being informed of the purport of the application, said that he would most certainly oppose the discharge of the defendant. Every exertion had been made to ascertain the place of residence of the plaintiff. Notice had been given to Mr. Kingdon, who, it was contended, must, under the circumstances, be deemed to be the attorney for the plaintiff.

Rule nisi to be served on Messrs. Kingdon and Sheppard.

REG. v. The TOWN COUNCIL of STAMFORD.

Mandamus to town council to restore a sum of money to the borough fund, which has been improperly paid therefrom.

Stephens moved for a *mandamus* commanding the town council of Stamford to pay, or cause to be paid, 197*l.* 19*s.* 8*d.* to the treasurer of the borough, to be carried to the account of the borough fund.

This application arose out of the decision of the Court of Queen's Bench, in *Reg.* v. *Thompson* (2 L. T. 326), by which it was held, that a payment made of the above sum from the borough fund, on the authority of certain members of the above council, was illegal; and it was by this motion sought to compel the council to restore to the borough the amount so illegally disposed of. After some discussion as to the proper form of the rule, his lordship said he would further consider the subject. *Cur. adv. vult.*

GEOPEL v. SWINDEN.

Hance moved in this case, which had been tried before the undersheriff of Yorkshire, when a verdict was returned for the plaintiff, with 11*l.* 11*s.* 7*d.* damages, to set aside the verdict, and for a new trial, on the grounds, 1st, of misdirection; 2nd, because the verdict was against evidence. (*Davis* v. *Humphreys*, 6 M. & W. 168.) *Rule nisi.*

Thursday, April 28.

(Before Mr. Justice WIGHTMAN.)

REG. v. THE HULL AND SELBY RAILWAY COMPANY.

Mandamus to a railway company, commanding them to pay over a sum of money, pursuant to the provisions of their Act.

Watson, Q. C. moved, on the part of the company of proprietors of the Selby bridge, for a *mandamus* against the above railway company, commanding them to pay to the bridge company the sum of 2,500*l.* under the following circumstances:—By the 31 Geo. 3 (local), powers were given to certain parties to build the bridge in question; these parties were incorporated and empowered to take tolls, and were obligated to keep the structure in repair. In 1836 the Hull and Selby Railway Act passed (6 Wm. 4—public, local), which contained clauses referable to this bridge. Powers were given to the company by this Act to build a railway bridge near the former one; but it was provided (page 96) that, inasmuch as such railway bridge might cause a diminution in the receipts of the Selby bridge, that if, after the expiration of three years from the end of one month from the opening of the line, the receipts of the Selby bridge should be less than during the three previous years, that the railway company should pay the bridge company the amount of ten years' purchase of the amount of such deficiency, not exceeding the sum of 2,500*l.* The railway was opened on the 1st of July, and on the completion of the three years, in August, 1843, a calculation of the diminution was made, when it was found that it amounted on the three years to 300*l.* odd, the ten years' purchase of which would have been 3,000*l.* Upon this, the railway company were applied to for the sum of 2,500*l.* (the amount limited by the Act), and no offer of payment having been made, this rule was applied for. *Rule nisi.*

Ex parte EDWIN COPESTICK and FOUR OTHERS.

Habeas corpus to discharge parties committed under the Masters and Servants' Act.

Bodkin moved for a *habeas corpus* to bring up these parties from the house of correction at Derby, with the view to their being discharged. The defendants had been committed under the 4 Geo. 4, c. 34, and it was alleged that the warrants of commitment were bad on many grounds, particularly for not stating the capacity in which the defendants contracted to serve.

Rule granted; the defendants not to be personally brought before the Court.

FLAUTAN v. WHYTE.

Where a judge's order is made, directing a certain thing to be done, and no time is specified, it is to be done forthwith.

When a judge's order is made a rule of Court, the rule itself always contains a clause that the expense of making it a rule is to be paid by the party against whom it is to be enforced.

Chambers moved to set aside a rule of Court in this case.

It appeared that an action had been brought and had been proceeded with up to notice of trial. At this time the defendant took out a summons calling upon the plaintiff's attorney to give a statement in writing of the plaintiff's occupation and place of abode, and that in the meantime all further proceedings should be stayed. On this summons, the plaintiff's attorney indorsed a consent, whereupon, on the 2nd of November last, an order was drawn up and served, and it contained the word "*forthwith.*" The terms of the order not having been complied with, the order was, on the 30th of January, made a rule of Court, and the costs of it were taxed as against the plaintiff's attorney.

It was now contended that these proceedings were irregular, for that, as no time was mentioned in the summons within which the particulars were to be delivered, the order ought not to have contained the word "forthwith."

WIGHTMAN, J.—When no time is mentioned for doing a thing, it is to be done at once; and here was a delay from the 2nd of November until the 30th of January.

Chambers.—The only penalty for not giving the particulars is, that we cannot go on with our action.

WIGHTMAN, J.—The order was in the proper form, and if you thought not, you should have applied to have had it rescinded.

Chambers.—The defendant had no right to make this order a rule of court, since the Uniformity of Process Act, 2 Wm. 4, c. 39, s. 17, points out the penalty for neglect, which is that of a contempt.

WIGHTMAN, J.—They have not applied for an attachment, but merely to make the order a rule of court, which they had a right to do; and by a rule of this court (1840) it is resolved that, where a judge's order is made a rule of court, it shall be a part of the rule that the costs of making it such rule of court shall be paid by the party against whom it is sought to be enforced. *Rule refused.*

WOODWARD and ANOTHER v. MEREDITH.

Staying proceedings where a party has proved his debt under the defendant's fiat in bankruptcy.

Gray moved for a rule calling upon the plaintiffs to shew cause why the proceedings on the *sci. fa.* in this case should not be stayed. In this case an action had been brought against the defendant on two bills of exchange, and the plaintiffs had obtained a verdict. Subsequently the defendant became a bankrupt, and obtained his certificate. The plaintiffs had proved the amount of their judgment under the fiat, by which it was contended they were, under the 6 Geo. 4, c. 16, s. 59, precluded from further proceeding at law.

WIGHTMAN, J.—Might not this be pleaded?

Gray.—According to the authority of *Hurley* v. *Greenwood* (5 B. & Ald. 95), it might not. *Rule nisi.*

DOE *dem.* HAYWARD v. ROE.

Where there are several tenants who are joint-tenants, it is sufficient that one only be served, if the notice is directed to all.

Henderson applied for leave to sign judgment against the casual ejector. In this case there were three tenants, who, however, were *joint-tenants*, one only of whom had been served; which, however, on the authority of *Doe dem. Williamson* v. *Roe* (10 Moore, 493), was sufficient. The notice was directed to all. *Rule granted.*

BUSINESS OF THE DAY.

DOE *dem.* STOWELL v. ROE.—*Wordsworth* moved for judgment against the casual ejector. The declaration was headed Easter Term, 8th Victoria, but the notice was dated 1st April, and was to appear in next Easter Term. *Rule granted.*

GRAVENOR v. HORFORD.—*Ball* moved to set aside the verdict in this case, which had been tried before the Secondary, when a verdict was returned for the plaintiff, on two grounds—1st, misdirection; 2nd, the verdict being against evidence.

Rule nisi on the 2nd ground.

LAWTON v. RODGERS.—*Henderson* moved to set aside the award in this case, on the ground of the arbitrator's having refused to examine the plaintiff's witnesses. *Rule nisi.*

TWYCROSS v. KING.—*Bovill* moved to set aside the trial in this case (tried at the last Surrey assizes), on the ground that there was no perfect issue. *Rule nisi.*

DOE *dem.* GODSHALL v. LUSTY.—*Gray* moved for a rule calling upon the lessor of the plaintiff to shew cause why, upon payment of principal, interest, and costs, all further proceedings should not be stayed. *Rule nisi.*

ADMIRALTY COURT.

Tuesday, April 16.

THE ELIZABETH.

A pilot is not bound to take charge of a vessel which requires more than ordinary pilotage; and if he gives other assistance to a vessel in any way distressed, it is salvage, meriting, according to the circumstances, salvage remuneration.

This was a claim for salvage brought by two licensed boatmen, against the owners of the schooner *Elizabeth.*

The schooner, of 60 tons (new measurement), was on a voyage from the port of London to Canton. She met with a gale of wind near the Isle of Portland, and the master, fearing she had sprung a leak, put back. She was off Dungeness on the evening of the 13th of January, when she hoisted a light (for a pilot, according to the master's statement—for assistance, as alleged by the salvors). The boatmen, now claiming, went on board and assisted in getting the schooner into Dover harbour. The owners have tendered for the service the sum of 10*l.* The ship and cargo are valued at 2,300*l.*

Haggard, for the salvors.—The offer of 10*l.*, which is considerably more than the ordinary rate of pilotage, proves, that in the opinion of the owners, salvage has been rendered; and if the service were salvage, that sum is much too small.

Addams, for the owners.—The vessel was in no danger, and nothing but a pilot was wanted. The owners have made a liberal tender, and the claim of the boatmen is extortionate.

Sed per Curiam.—The doctrine has again and again been laid down, that a pilot is not bound to take charge of a vessel which requires other services than ordinary navigation and pilotage. If he assists a leaky, or damaged vessel, he is entitled to salvage. Here the men certainly did more, and were called upon to do more, than the common duties of their calling, and they are entitled to 20*l.* instead of 10*l.*

Bankrupt and Insolvent Courts.

COUNTRY COMMISSIONERS' COURTS.

MANCHESTER DISTRICT BANKRUPTCY COURT.

(Before Mr. Commissioner SKIRROW.)

Tuesday, April 16.

Re RALEIGH and OTHERS.

A decision of some importance was given in this case. The point arose under the following circumstances:—Messrs. E. and J. Bennett, attorneys, were the petitioning creditors in a fiat issued against Raleigh and Goode: and the day after they issued a fiat upon the same debt against all three partners, Raleigh, Goode, and Holland. Both fiats were opened. Mr. Peet was appointed provisional assignee, and he presented a petition to the Court of Review, praying that court to annul the fiat against Raleigh and Goode, and also two other fiats, one against Raleigh and the other against Goode; so that, by getting these three fiats annulled, the joint general fiat against the three might be worked with advantage both to the general and all the separate interests concerned. The Court of Review annulled the three fiats petitioned against; and, in the order annulling Goode's separate fiat, and Raleigh and Goode's fiat, the right of election on the part of the petitioning creditors to the separate fiat against Goode was reserved; as well as the right, "if any," of the petitioning creditors to that of Raleigh and Goode. Before this order was made, Messrs. Bennett had proved their debt under the joint fiat against the three bankrupts. At the dividend meeting, on Friday last, they claimed the right of election under the fiat against the two bankrupts. It was opposed by Mr. Hitchcock, on the part of the assignees, who contended that, inasmuch as they were the petitioning creditors, and had issued the joint fiat against the three, and proved their debt under that fiat, they were not entitled to such election as would enable them to prove the same debt on the estate of the two.

Mr. Commissioner SKIRROW took time to consider, and gave judgment to the effect, that Messrs. Bennett had no right to prove on the estate of the two, and that the proof, therefore, stands as originally made, upon the estate of the three.

Ecclesiastical Courts.

ARCHES COURT.

Monday, April 15.

EVANS *v.* EVANS.

In a case of divorce, on the ground of adultery, the Court is very unwilling to sign the sentence on the testimony of a single witness, and, for a second time, orders the case to stand over, that further proof may be offered.

This is a suit for divorce, by reason of adultery, promoted by Mr. Evans against Mrs. Evans, his wife. The only evidence in support of the wife's guilt is the testimony of a servant, who has deposed to having seen Mrs. Evans in bed with Elliot, the alleged *particeps*.

During last term the Court ordered the case to stand over, in order to obtain additional evidence as to the criminality of the parties.

Addams, for the husband, now prayed that the sentence of divorce might at once be signed, though no further proof had been offered. The evidence of the servant was liable to no suspicion, and it had been implicitly relied upon by the jury, who had given damages to the plaintiff at common law.

Sir H. J. FUST.—I am very unwilling to pass sentence upon the testimony of a single witness. There is no precedent of a case like this. There is nothing spoken of as leading up to the commission of the offence, except certain signs between the parties, and they are too vague to be relied upon. It has been alleged that Mrs. Evans left her husband's house, and has since resided with her supposed paramour. If this be so, surely some evidence of it may be obtained; and I must again let the case stand over, to obtain it, if possible.

The VISCOUNT FRANKFORT DE MONTMORENCY against the VISCOUNTESS FRANKFORT DE MONTMORENCY.

Divorce by reason of adultery—Alimony.

This is a suit for divorce by reason of adultery, promoted by the Viscountess Frankfort de Montmorency against the Viscount Frankfort de Montmorency, her husband. It came on on appeal from the Consistorial Court of London, which Court had held the adultery to be sufficiently established, and pronounced for the divorce, allotting the sum of 550*l.* to Lady Frankfort as alimony, *pendente lite*, and permanent alimony at the rate of 800*l.* per annum.

Against that part of the sentence which referred to alimony Lord Frankfort appealed, on the ground that the sums allotted both for a permanency, and during the pending of the suit, were unreasonably large. Lady Frankfort joined in the appeal against the allotment of permanent alimony, contending that it was too small a sum; and so both parties now appeared before the courts as appellants and respondents.

The allegation of faculties stated the gross income of Lord Frankfort to be 15,000*l.* per annum, from estates in Ireland, in addition to the interest he enjoyed from the sum of 50,000*l.*; but in his answers, Lord Frankfort fixed his net income at 2,550*l.* a year.

Sir *J. Dodson*, Q. A. and *Elphinstone*, for Lady Frankfort. The conduct of the husband had throughout been marked with the greatest profligacy; and no imputation rested upon the character of the wife. She had to support and educate their two children (one the heir to the title), and so, taking Lord Frankfort's income at 3,000*l.* a year, surely she was entitled to 1,000*l.*

Jenner and *Harding*, contrà.—Lord Frankfort's income was only 2,550*l.*, with which he had to support his rank, and as Lady Frankfort had had no property of her own, 800*l.* a year was too much for permanent alimony; and as to the gross sum of 550*l.* during the suit, it was at the rate of 1,050*l.* a year, which was absurdly extravagant.

Sir H. J. FUST.—It appears that since the separation of Lord and Lady Frankfort, which took place in 1838, his lordship has led a life of what I must call gross profligacy. A person, named Maria Billings, admits that she has been in the habit of supplying women who visited him at his house, and who remained for a considerable time in his bed-room, and there is no doubt that he cohabited with the woman Alice Lowe. So far, therefore, as permanent alimony is concerned, he is not in a position to entitle him to the lenient consideration of the Court; and I think that as his income may fairly be taken at between 2,700*l.* and 3,000*l.* and as Lady Frankfort brought no property, the allotment made in the court below is a fair one. But the allotment of 550*l.* as a gross sum during the continuance of a suit which lasted only for four months, seems to me calculated upon a wrong principle, and I cannot help thinking that the learned judge must have intended to have reckoned it at the rate of 550*l.* a year, to which amount I feel bound to reduce it. So far, then, as regards the alimony *pendente lite*, I pronounce for the appeal, but I affirm the rest of the sentence. *Decreed accordingly.*

This being the first day of Term, the Ecclesiastical Courts were opened with the reading of prayers and the observance of the usual solemnities.

THE LEGISLATOR.

Summary.

WE give below the commencement of the Statutes of the session. The plan adopted with these latter is similar to that of last year. Statutes and parts of statutes, important or interesting to our readers, are given *verbatim*; of others a copious abstract is presented, and of all the remainder the titles are printed. We prefer to place them in their order, rather than disturb it, even for an earlier reprint of any particular one. We hear that the County Courts Bill is to pass this session. The mutilated Ecclesiastical Courts Bill is also to be made law. Mr. KELLY has undertaken to establish a Court of Criminal Appeal, in which we heartily wish him success. Lord BROUGHAM'S Privy Council Bill is *not* to pass. It will be seen that Lord CAMPBELL has introduced an extremely useful Bill to facilitate the recovery of debts from persons resident abroad. Some remedy has long been required.

Imperial Parliament.

HOUSE OF COMMONS.

PUBLIC BUSINESS TRANSACTED.

BILLS READ A SECOND TIME.

Monday, April 15.

County Courts.
Bailiffs of Inferior Courts.

Thursday, April 18.

Detached parts of Counties.

VOTES AND PROCEEDINGS.

Monday, April 15.

Post Office—Returns presented—of number of chargeable letters which have passed through the London General Post Office since Dec. 5, 1839, and other Returns on the subject of Postage (ordered April 2); to lie on the table.

Justices' Clerks, and Constables—Return presented—of tables of fees and allowances to clerks to justices, and constables, settled by justices in sessions (address Feb. 27); to lie on the table.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Tuesday, April 16.

Salcombe Improvement.

Thursday, April 18.

York United Gas Light Company (No. 2).

BILLS READ A THIRD TIME AND PASSED.

Tuesday, April 16.

Eastern Counties Railway.
South-Eastern (Canterbury, &c.) Railway.
Manchester and Birmingham Railway (No. 2).

Thursday, April 18.

Birkenhead Improvement.
Glossop Market.
Northern Coal Mining Company.
Schenster's Naturalization.

NOTICES GIVEN AT THE PRIVATE BILL OFFICE.

Tuesday, April 16.

Liverpool Fire Prevention—Committee on Bill, adjourned till Friday, April 26.

Eastern Union Railway—Committee on Bill, Wednesday, April 24.

Sheffield, Ashton-under-Lyne, and Manchester Railway, ditto, ditto.

Salisbury Branch Railway, ditto, ditto.

Ashton, Stalybridge, and Liverpool Junction Railway, ditto, ditto.

Wednesday, April 17.

Garnkirk, Glasgow, and Coatbridge Railway—Committee on Bill, Thursday, April 25.

Gorbals Statute Labour—Ditto, ditto.

Maryport and Carlisle Railway—Ditto, ditto.

Wells (Norfolk) Lighting and Improvement—Ditto, ditto.

Wells (Norfolk) Harbour and Quay—Ditto, ditto.

Blackburn and Preston Railway—Ditto, ditto.

Coventry Improvement and Cemetery—Second Reading, Monday, April 22.

Thursday, April 18.

Salford Improvement (No. 2),—Second Reading, Monday, April 22.

South Eastern and Hastings Railway,—Committee on Bill, Friday, April 26.

South Devon Railway,—Ditto, ditto.

Manchester Bonding,—Ditto, ditto.

Bow Brickhill Estate,—Ditto, ditto.

Brighton, Lewes, and Hastings Railway,—Ditto, ditto.

Lascaridi's Naturalization,—Ditto, ditto.

Sheffield United Gas,—Ditto, ditto.

Northern and Eastern Railway (Newport Deviations),—Ditto, (*revived*), ditto.

Spartali's Naturalization,—Ditto, ditto.

Globe Insurance Company,—Committee on Bill, postponed, ditto, ditto.

HOUSE OF LORDS.

LAW OF SETTLEMENT AND RATING.

TUESDAY, April 16.—Lord LYTTLETON also inquired whether it was the intention of government to propose any alteration in the law of settlement and rating?—Lord WHARNCLIFFE replied that it had been announced that permission would be asked of the House of Commons to introduce a Bill for the purpose of making an alteration in the law of settlement. He could not, however, state that government was prepared to introduce any such measure this session.

FRAUDULENT CREDITORS.

THURSDAY, April 19.—Lord CAMPBELL begged leave to lay on their lordships' table a Bill to enable actions to be brought against British subjects residing abroad, the cause of action having arisen in this country. In introducing such a measure, he believed he would not be suspected of harbouring any wish other than that of correcting what he conceived to be a very great defect in the law; and whatever might be his success, or whatever animadversions might be made on his conduct, he would continue to use his humble efforts to improve the laws of his country. With respect to the law of debtor and creditor, great improvements had taken place within the last few years, especially by doing away with imprisonment for debt on *mesne* process, and by compelling debtors, after a certain time, to make a statement of their affairs. Still, however, there was very great facility given, as the law now stood, to fraudulent debtors to reside abroad, and to cheat their creditors—and that facility had been taken advantage of to a very great extent. It was true, there was a provision in the bill under which, on representation being made to a judge that a debtor was *in meditatione fugæ*, he might be arrested. That provision was not, however, effectual in preventing the escape of individuals from the suit of their creditors; and unless process was served within the jurisdiction of the Court—if the debtor, which was in many instances easily effected, contrived to get beyond the jurisdiction of the Court—the creditor had no means of proceeding against him and recovering judgment. If the debtor had property in land, or in the funds, to the amount of 100,000*l.*, he had only to cross the Channel, and that property could not be reached by the law for the benefit of his creditors. They might proceed to outlawry against him, in which case his property was forfeited to the Crown. His creditors had no immediate remedy—no direct advantage from that proceeding. They might petition the Crown that a sufficient portion of the debtor's property might be appropriated for the payment of his debts. But here another most serious inconvenience might arise, namely, that, in the mean time, the statute of limitations might intervene while this proceeding was going on, and defeat the just claim of the creditor, who was thus deprived of all remedy. What he proposed by this bill was, to provide a remedy for the creditor in this way—namely, that, with the concurrence of the Court, on the application of the creditor, process might be served on the

debtor abroad, and then, after it was satisfactorily proved that he permanently resided abroad, and that process had been duly served, the action might be brought as if he were within the regular jurisdiction of the court. The importance of a measure of this nature would appear evident if they considered the very large number of British subjects who resided abroad—many of them, it was to be feared, with the intention of eluding their creditors. By a return made by the French authorities of the number of British subjects domiciled in France in January, 1841, it appeared that the total amount was 66,000—of these there were in Paris alone 25,000; in Dieppe, 5,000; in Boulogne, 7,000; in Rouen, 4,000; in Marseilles, 2,500. This was exclusive of many thousands who were travelling. And it was calculated that the sum annually expended by those residents in France was not less than 5,000,000*l.* (Hear, hear.) Now if, instead of thousands, there were only 100 persons who chose to reside in France, for the purpose of defrauding their creditors, that would, he conceived, afford a sufficient ground and reason for the introduction of this bill.—The bill was then read a first time, and ordered to be printed.

Lord CAMPBELL gave notice that he would, on Friday se'nnight, move the second reading of the bill to "stay execution in prosecutions for misdemeanours, upon giving bail in error."

HOUSE OF COMMONS.

QUARTER SESSIONS BILL.

TUESDAY, April 16.—Mr. HAWES said a Bill had been introduced on this subject, which the government did not pledge itself to support, but promised to take into consideration certain alterations which had been introduced in its provisions. He wished to know from the right honourable Secretary for the Home Department whether those alterations accorded with his views.—Sir J. GRAHAM: The alterations had been inserted in this Bill at his request. But since that, many representations had been made to him by recorders, well worthy of consideration. He had doubts as to the expediency of passing such a measure; for, under the Municipal Act, he found the Secretary of State for the Home Department was intrusted with powers with which it was now proposed to invest other parties. He thought it would conduce more to the public convenience to allow the responsibility to rest where it was. (Hear, hear.)

NEW STATUTES.

Of the Session 7 Victoria.

[In this record of actual Legislation, we adopt the plan of giving the titles alone of the statutes of no general or professional interest; and analyses of the more important changes in the law, printing at length such statutes or parts of statutes only as are of particular interest to our readers.]

CAP. I.

An Act to enlarge the Powers of an Act of the Fourth and Fifth Years of her present Majesty, empowering the Commissioners of her Majesty's Woods to raise Money for certain Improvements in the Metropolis, on the Security of the Land Revenues of the Crown within the County of Middlesex and City of London. (March 5, 1844.)

CAP. II.

An Act for the more speedy trial of Offences committed on the High Seas. (March 5, 1844.)

We copy this statute verbatim:—

Justices of Oyer and Terminer may try Offences committed on the High Seas.—Whereas, by an Act passed in the twenty-eighth year of the reign of King Henry the Eighth, intituled "For Pirates," it was enacted, that all treasons, felonies, robberies, murders, and confederacies thereafter to be committed in or upon the sea, or in any other haven, river, creek, or place where the admiral or admirals have or pretend to have power, authority, or jurisdiction, should be inquired, tried, heard, determined, and judged in such shires and places in the realm as should be limited by the king's commission or commissions to be directed for the same, in like form and condition as if any such offence or offences had been committed or done in or upon the land; and such commissions should be had under the King's great seal, directed to the admiral or admirals, or to his or their lieutenant, deputy and deputies, and to three or four other substantial persons as should be named or appointed by the Lord Chancellor of England for the time being, from time to time and as often as need should require, to hear and determine such offences after the common course of the laws of this realm used for treasons, felonies, murders, robberies, and confederacies of the same done and committed upon the land within this realm: and whereas it is expedient that provision be made for the trial of persons charged with offences so committed, without issuing any special commission in that behalf; be it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the lords spiritual and temporal, and commons in this present parliament assembled, and by the authority of the same, That her Majesty's justices of assize or others her Majesty's commissioners by whom any court shall be holden under any of her Majesty's commissions of oyer and terminer or general gaol delivery shall have severally and jointly all the powers which by any Act are given to the commissioners named in any commission of oyer and terminer for the trying of offences committed within the jurisdiction of the Admiralty of England, and that it shall be lawful for the first-mentioned justices and commissioners, or any one or more of them, to inquire of, hear, and determine all offences alleged to have been committed on the high seas and other places within the jurisdiction of the Admiralty of England, and to deliver the gaol in every county and franchise within the limits of their several commissions of any person committed to or imprisoned therein for any offence alleged to have been committed upon the high seas and other places within the jurisdiction of the Admiralty of England; and all indictments found, and trials and other proceedings had, by and before the said justices and commissioners shall be valid; and it shall be lawful for the Court to order the payment of the costs and expenses of the prosecution of such offences in the manner prescribed by an Act of the seventh year of King George the Fourth, intituled "An Act for improving the Administration of Criminal Justice in England, in the case of Felonies tried in the High Court of Admiralty."

2. *Venue in Indictments.*—And be it enacted, That in all indictments preferred before the said justices and commissioners under this Act the venue laid in the margin shall be the same as if the offence had been committed in the county where the trial is had; and all material facts which in other indictments would be averred to have taken place in the county where the trial is had shall in indictments prepared and tried under this Act be averred to have taken place "on the high seas."

3. *Where offenders shall be tried.* — And be it enacted, That the justice or justices by whom any information shall be taken touching any offence committed within the jurisdiction of the Admiralty of England under the provisions of an Act passed in the seventh year of the reign of King George the Fourth, intitled "An Act to enable Commissioners for trying Offences upon the Sea, and Justices of the Peace, to take Examinations touching such Offences, and to commit to safe custody Persons charged therewith," if he or they shall see cause thereupon to commit such person to take his trial for such offence, shall commit him to the same prison to which he would have been committed to take his trial at the next court of oyer and terminer and general gaol delivery, if the offence had been committed on land within the jurisdiction of the same justice or justices, and shall have authority to bind by recognizance all persons who shall know or declare any thing material touching the said offence to appear at the said next court of oyer and terminer and general gaol delivery, then and there to prosecute or give evidence against the party accused, and shall return all such informations and recognizances to the proper officer of the court in which the trial is to be, at or before the opening of the Court; and every such offender shall be arraigned, tried, and sentenced as if the offence had been committed within the county, riding, or division for which such court shall be holden.

4. *Not to affect Central Criminal Court, or prevent the issue of special commissions.*—Provided always, and be it declared and enacted, That nothing herein contained shall affect the jurisdiction belonging to the Central Criminal Court for the trial of persons charged with offences committed on the high seas, and other places within the jurisdiction of the admiralty of England, or to restrain the issue of any special commission under the first-recited Act for the trial of such offenders, if need shall be.

5. *Act may be amended.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this session of Parliament.

CAP. III.

An Act to stay proceedings for three calendar months, and till the end of the present session of Parliament, in certain Actions under the provisions of several Statutes for the Prevention of excessive Gaming, and to prevent any proceedings being taken under those statutes during such limited time. (March 5, 1844.)

This statute, after reciting 9th Anne, c. 14, 11th Anne, c. 1, 16th Car. 2, c. 7, 10 Wm. 3 (1),

Enacts (sec. 1) that proceedings commenced by common informers, or persons other than the actual losers, for penalties incurred by playing at or betting on certain games, to be stayed on application to the court in which they were commenced, or to a judge.

Sec. 2 gives the like remedy in cases where penalties may have been incurred under the Irish Acts.

Sec. 3 prohibits proceedings by any common informer or person other than the actual loser, his executors, and administrators, under any of the above provisions, after the passing of this Act, for any forfeiture or penalty under the above Acts incurred before the 1st of June next.

Sec. 4 enacts that actions shall not be brought without the consent of the Attorney-General.

Sec. 5 limits the duration of this Act to the last day of the present session of Parliament.

CAP. IV.

An Act for transferring Three Pounds Ten Shillings per Centum per Annum *Annuities, one thousand eight hundred and eighteen, into Annuities of Three Pounds Five Shillings* per Centum per Annum, *and New Three Pounds* per Centum per Annum *Annuities.* (March 22, 1844.)

CAP. V.

An Act for transferring certain Annuities of Three Pounds Ten Shillings per Centum per Annum *and Government Debentures into Annuities of Three Pounds Five Shillings* per Centum per Annum, *and New Three Pounds* per Centum per Annum *Annuities.* (March 22, 1844.)

CAP. VI.

An Act to apply the Sum of Eight Millions out of the Consolidated Fund to the Service of the year one thousand eight hundred and forty-four. (March 22, 1844.)

CAP. VII.

An Act to Indemnify Witnesses who may give Evidence during the Session, before either House of Parliament, touching Gaming Transactions. (March 22, 1844.)

CAP. VIII.

An Act to facilitate the Recovery, by Summary Process, of Small Sums due to the Teachers of Schools in Ireland. (March 22, 1844.)

(To be continued.)

ECCLESIASTICAL COURTS BILL.—This Bill has been printed, as brought down from the House of Lords on the 2nd of April, and preparatory to its provisions being discussed by the Lower House of Parliament. It is entitled "An Act to Consolidate the Jurisdiction and Improve the Practice of the Ecclesiastical Courts of England and Wales, and for otherwise altering and amending the Law in certain matters Ecclesiastical." The number of clauses contained in the Bill amounts to eighty-three. The Act is not to extend to tithes within the city of London, and its general provisions are exclusively limited to England and Wales. It is proposed to come into operation on the 1st of October, 1844.

CHARITABLE PAWN SOCIETIES. — A bill "to provide for the establishment and regulation of Charitable Pawn Societies," has been drawn up and introduced into the Legislature by Mr. Cowper and Mr. Hutt, the members for Hertford and Gateshead. It contains twenty clauses, and enacts that societies may be formed for raising among the members thereof a stock, or fund, for the purpose of advancing money on property taken in pledge or pawn, the rate of interest not to exceed 5 per cent. per annum. The operation of the Bill is extended to Great Britain, Berwick, and the islands of Guernsey, Jersey, and Man.

REPEAL AGITATION, &c. (IRELAND).—Returns of all moneys paid to Mr. Frederick Bond Hughes, and others, on account of any communications made by them to Government, relative to the repeal agitation in Ireland, &c., have just been published. It appears that Mr. Bond Hughes was ordered to Ireland by Mr. Gurney on Michaelmas-day last, in order to report the repeal speeches for the information of the Goverment, and that Mr. Gurney's charge on that account, up to the 20th of October, was 234*l.* 18s. 6d., of which 45*l.* was paid to Mr. Hughes whilst in Ireland, "on account," to defray personal expenses, &c. Mr. C. Ross received 68*l.* for a report of the repeal meeting held at Donnybrook on the 3d of July last, which included his travelling expenses. Mr. Ross was also engaged by Government on the 21st of August, 1843, to report the various repeal meetings held in Ireland from that period up to the assembling of Parliament in 1844, with a remuneration of 350*l.* exclusive of travelling expenses, of which sum a balance of 105*l.* is still due to Mr. Ross. No instructions were ever issued, nor money paid, by Government to Mr. John Jackson, the newspaper reporter in Ireland connected with the *Morning Herald*. The sum of 301*l.* 8s. was paid to Mr. Bond Hughes for his attendance as witness during the late State trials in Dublin for sixty-seven days, at a guinea a day for maintenance, and three guineas a day for loss of time, exclusive of travelling expenses. Mr. Charles Ross obtained 97*l.* 14s. for thirty-seven days' attendance, at two guineas a day. Mr. Jackson received nothing.

QUEEN ANNE'S BOUNTY.—An account of all the moneys received and disbursed by the Governors of Queen Anne's Bounty during the year ending on the

31st of December, 1842, has just been presented to the House of Commons (pursuant to Act of Parliament). We find that the gross total sum received amounted to 194,896*l.* 8s. 5d. and the gross total sum disbursed to 185,477*l.* 7s. 10d. leaving a balance of 9,419*l.* 0s. 7d. Of the amount received, 13,582*l.* was derived from "first fruits and tenths," 15,975*l.* from benefactions for the augmentation of livings, 38,519*l.* from dividends on Government funds, 45,673*l.* from the produce of stock sold for general purposes, 20,127*l.* from the interest on money advanced on mortgage to build, &c. glebe-houses, 25,261*l.* from instalments in part liquidation of moneys advanced on mortgage, 11,175*l.* from the net produce of sales of bounty lands, and 16,413*l.* from endowment trusts. Of the disbursements, 19,198*l.* were appropriated to the erection, &c. of residence houses, 65,187*l.* to loans on mortgage to build, &c. glebe-houses, 24,411*l.* to the purchase of stock for general purposes, 69,284*l.* to the clergy (being interest and dividends of money and stock appropriated to their livings), and 3,390*l.* to the salaries of the secretary, treasurer, auditor, clerks, &c. of the Bounty-office. There are, it further appears, no arrears of first fruits now due, and the yearly tenths at present in arrear only amount to 28*l.* 4s. 11d. The return is dated November 30, 1843.

PUBLIC PETITIONS TO PARLIAMENT.—The following is the total number of petitions presented on various measures up to the 8th inst. viz.:—Against a repeal of the corn laws 316 petitions, signed by 25,503 persons (the number having increased by upwards of 7,000 within a few days); against the union of the dioceses of St. Asaph and Bangor 28 petitions, signed by 2,424 persons; for a reduction of the duties on tobacco '48 petitions, signed by 25,712 persons; for an alteration of the new poor law 36 petitions, signed by 1,797 persons; for withholding the supplies until the grievances of the people have been investigated and redressed 46 petitions (all of which are presented by Mr. W. Sharman Crawford), signed by 35,540.

THE MAGISTRATE.

Summary.

CONFUSION has been carried into the offices of the Art-Union by the following letter from the Treasury:—

"Treasury, April 12, 1844.

"Sirs,—I am commanded by the Lords Commissioners of her Majesty's Treasury to acquaint you that an institution called the Art-Union of London, having for its object the chance distribution of prizes of works of art, has been brought under the notice of their lordships, and that they are advised that it is illegal; and I am also to acquaint you that the further continuance of the same will render all parties engaged in it liable to prosecution.

"I am, Sir, your obedient servant,

"W. R. REYNOLDS.

"To G. Godwin and Lewis Pocock, Esqrs.
4, Trafalgar-square, Charing-cross."

A deputation has waited upon Sir George Clerk, to represent the awkward position in which the society was placed. This was his reply:—

"Sir G. Clerk, who had received the deputation with great courtesy, said that the attention of the Commissioners of the Treasury having been directed to the subject, they had submitted a case to the Attorney and Solicitor General, and that, in their opinion, the whole of the associations referred to were illegal, and that it was thought due to the committee to give them early intimation of the fact. Sir Robert Peel could not interfere in the matter; all he could do was to inform them of the law. He (Sir George Clerk) was himself a subscriber, and so were many others connected with the government; still, for the Treasury to give any sanction to further proceedings, although he fully admitted the difficulty of the position in which the committee found themselves, and the loss which would result to artists if the proceedings were stopped, was quite out of the question. If the opinions of the gentlemen were such as were stated, they could of course act on them if they pleased. The most prudent course, he thought, would be to postpone the meeting, giving the subscribers notice to that effect, and suspend proceedings until it could be ascertained whether or not the legislature would protect that and similar societies."

Sir G. CLERK was right. Mr. KELLY's opinion, which we published a twelvemonth ago, affirming the legality of Art-Unions, was clearly erroneous, and so think the law officers of the Crown; and, by the bye, it would have been a singular scene, had Mr. Kelly the good fortune to have taken his proper place in the recent changes, for him to have been engaged in the prosecution of a society which had acted upon the faith of his opinion of its legality.

But clearly the drawing cannot be permitted to take place, although the money is collected, and the artists are at work. There is no remedy but a legislative enactment, which we hope will be framed forthwith, legalizing, under proper regulations, the formation of societies similar to the Art-Union, when not established for individual gain. We are aware that the difficulty will be extreme, so to legislate as to permit the good and exclude the bad; but it may be surmounted by the ingenuity of a legislator who is at once a practical lawyer and a man of business.

IRREGULAR SOLEMNIZATION OF MARRIAGES.

The following letter has been addressed by the Lord Bishop of Chester to the clergy of his diocese:—

"Reverend Sir,—I have received so many complaints of the irregular solemnization of marriages in my diocese, that I desire to call your particular attention to the subject, which the recent changes in the law of marriage, and the frequent subdivision of parishes, may have tended to confuse.

"The prevalent evil, is the irregular publication of banns, and its consequence, clandestine marriages.

"The law requires (4 Geo. 4, 76, 2, and 3 Geo. 4, 72, 17) that no marriage be solemnized except in the church of the parish or district of a parish where one of the parties shall dwell; and that, if both of the parties do not reside in the same parish or district, banns shall be published in the churches of the place in which each reside, a certificate of which must be required by the officiating minister.

"The evasion of this law is notorious; so likewise are the evils arising out of such evasion—evils which must seriously oppress the conscience of any clergyman who has become, however unwittingly, the cause of them. Cases have been represented to me of bigamy; cases of incestuous alliance; cases of illegal unions formed under the name of marriage; cases where girls of a very tender age have been beguiled into the most unhappy connexions; all of which have arisen through a violation of the law, in consequence of false statements made by parties desiring to be married in places where they have not resided, and are, consequently, unknown.

"I may assume, without hesitation, that every clergyman will be most anxious to take whatever means the law and the circumstances in which he is placed admit, in order to escape the danger of being accessary to such proceedings, or so made 'partakers of other men's sins.'

"It is declared in the Marriage Act (4 Geo. 4, 76, 7):—

"'No parson, vicar, minister, or curate shall be obliged to publish the banns of matrimony between any person whatsoever, unless the persons to be married shall, seven days at least, before the time required for the first publication of such banns respectively, deliver, or cause to be delivered, to such parson, vicar, minister, or curate, a notice in writing, dated on the day on which the same shall be so delivered, of their true Christian names and surnames, and the house or houses of their respective abodes within such parish or chapelry as aforesaid, and of the time during which they have dwelt, inhabited, or lodged in such house or houses respectively.'

"I recommend that in every church where marriages are solemnized this practice be observed, that the intention of observing it be made as generally known as possible, and that every notice of banns to be published shall be given in the following form, to be preserved together with the register:—

"'NOTICE TO BE GIVEN SEVEN DAYS BEFORE PUBLICATION OF BANNS.

"'I request that Banns of Marriage be published in the ———, between

Names	Age	Residences.	
A. B.		now residing at	in the Parish
and			
C. D.		now residing at	in the Parish

'Dated 18 . Signed

"The officiating minister will be able, by himself, or by agents on whom he can depend, during the seven days previous notice which the law authorizes him to demand, to ascertain the fact of the alleged residence of the persons described as being in the parish or district connected with the church.

"By reference to Vol. V. of the *Ecclesiastical Gazette*, pp. 221 and 271, it will be seen that two prosecutions, leading to conviction and penalty, have recently taken place against clergymen for celebrating illegal marriages, under circumstances like those to which I have alluded. And, in the event of such prosecution, I conceive that a clergyman's best defence would be, to shew that he had taken all reasonable precaution to prevent or discover imposition as to the facts which the law requires; and that such precaution as that I now recommend, and as the Act itself suggests, would not be considered as more than reasonable.

"I feel assured that you will earnestly co-operate with me in attempting to restrain a practice which, in its least aggravated form, converts a holy contract into an occasion of deceit and falsehood, and, in its worst and too frequent consequences, leads to heinous sin in individuals, and entails irreparable injury upon families.

"I remain, rev. Sir,

"Your faithful servant and brother,

"J. B. CHESTER."

THE LAWYER.

Summary.

SOME of the changes hinted at in our last have been made. It is understood that others are to follow. Sir F. POLLOCK has been elevated to the dignity of Chief Baron of the Exchequer; but Mr. THESIGER has prevailed over Mr. KELLY in his claim for the post of Solicitor-General. The elevation of the late Attorney-General has given universal satisfaction, for he

Had borne his faculties so meek—had been
So clear in his great office—

that he had indeed won "golden opinions from all sorts of men." We deeply regret to learn that the new Attorney-General is very ill, and, it is said, is about to repair to the Continent to recruit his shattered health. The good wishes of the Profession will attend him.

The business of the Term is lighter than usual. An unexpected difficulty in our arrangements in the Queen's Bench, has subjected us to an unwonted delay in the publication of the Reports of that Court. We hope, however, that the inconvenience will only be temporary, and that the place will be as efficiently supplied as before.

LEGAL INTELLIGENCE.

Court Papers.

CAUSE LISTS, EASTER TERM, 1844.

COURT OF QUEEN'S BENCH.

New Trials remaining undetermined at the end of the sittings after Hilary Term, 1844.

Michaelmas Term, 1842.

Doe dem. Bake and Others *v.* Derry and Another (stands for arrangement)
Corporation of Colchester *v.* Brooke (second case).

Easter Term, 1843.

Lamb and Another *v.* Newbiggin and Another.

Trinity Term, 1843.

Haslcham *v.* Young and Another
Wakefield *v.* Newbon and Another
Bush *v.* Brettell. (Tried during Term.)

Michaelmas Term 1843.

Rogers *v.* Brenton
Willoughby, clerk, *v.* Willoughby, bart.
Same *v.* Same
Fife *v.* Bousfield
Davis *v.* Locke and Others
Same *v.* Same
Belcher *v.* Sambourne
Mercer *v.* Temperley
Partridge *v.* Governor and Company of Bank of England
Wadsworth *v.* Drew
Reg. *v.* H. Bent
Harvey *v.* Burgess, exor.
Bessey *v.* Windham
Bernay *v.* Read
Reg. *v.* Mayor of Stamford
Doe d. Major *v.* Cundell
Daniel *v.* Gracie
Rundle *v.* Little
Stamp *v.* Sweetland
Doe d. Keen *v.* Cresswell
Bushel *v.* Wheeler
Todd *v.* Stewart
Same *v.* Same
Miles *v.* Dough
Leeman *v.* Lloyd
Wilkinson *v.* Lloyd
Fawcett *v.* Fearne
Clough *v.* Taylor
Aldred *v.* Pearson
Same *v.* Same
Dixon *v.* Wing
Davis *v.* Clark
Boucher *v.* Murray
Locke *v.* Pigache
Doe d. Angell *v.* Angell
Doe d. Fleming *v.* Pancutt
Le Grille *v.* Spalding
Jenkins *v.* Davies
Hanmer *v.* Eyton.

Hilary Term, 1844.

Pickersgill *v.* Beenham

Lovegrove v. Beenham
Clifton v. Hooper and Another
Bird v. Jones
Miles, Treasurer, v. Coote and Wife
Same v. Same
Phillips v. Shervill
Hunter v. Caldwell
Needham, esq. v. Rawbone
Balls, Executrix, &c. v. Thick
Price, P. O. v. Dunn, P. O.
Belcher and Others, Assignees, v. Campbell
Bax v. Beetham
Gillett v. Whitmarsh and Others
Hart, Administrator, &c. v. Stephens
Bate and Another v. Rowlinson
Yates, a pauper, v. Tearle and Others
Lyon the younger v. Boroughs
Hopkins v. Richardson.

SPECIAL PAPER.

Easter Term, 1844.

Doe d. Lovett v. Smith and Another
Evans v. Gwynne
Robinson v. Gore
Waters v. Williams and Another
Yates v. Tearle and Others
Gumstone v. Hume
Beaumont v. Sloper
Ward v. Stevenson and Another
Francis v. Steward
Doe d. The Marquess of Anglesey v. The Churchwardens of Rugeley
Robertson and Another v. Struth, knight
Barrow v. Arnaud
Mettelholzer v. Fullarton
Barns v. Barns
Coker v. Andrews
Haworth v. Ormerod
Marriott v. Macauley
Green v. Blencowe
O'Dowda v. Martin
Atherton v. Heard
Graham v. Jackson
Lawrie, knight, v. Lane
The Birmingham, Bristol, and Thames Junction Railway Company v. Playfair
Howard v. Gossett
Jenkins v. Davies
Smith v. Evans
Keir v. Leeman
Phillipson, P. O. v. The Earl of Egremont
Hyde v. Jenner
Jones v. Robin
Smith v. Pearson
Repton v. Hodgson
Doe d. Adams v. The London and Croydon Railway Company
Morris, bart. v. Cowell
Gifford v. Whittaker
Elwood v. Bullock
Edwards v. Richards
Whitehead v. Harrison
Griffith v. Jay.

, The Enlarged Rules and Crown Paper cannot be furnished till next week.

COURT OF COMMON PLEAS.

REMANET PAPER.

Enlarged Rules—Easter Term, 1844.
To Tenth Day.

Davies v. Lowndes
Same v. Same

Enlarged generally.

Johnson and Others, assignees, v. Shaw and Another.
Dawson and Another v. Sunley.

New Trials of Michaelmas Term last.

Gloucester—Grinnell v. Wells
Stafford—Eyland and Another, assignees, v. Windle and Others (partly heard Jan. 30)
York—Hudson v. Fawcett
Durham—Grant (*qui tam*) v. Matthewson and Another
" Robson v. Jonassohn and Another
Liverpool—Stead v. Williams and Others
Notts—Sharpe v. Hancock.

Hilary Term, 1844.

Middlesex—Lackington and Others, Assignees v. Atherton
" Coxhead v. Richards
" Stephenson v. Rudge
" Burgess v. B[illegible]feur and Another
London—Lewis and Others v. Marshall and Another
" Pontifex and Another v. Wilkinson
" Pariente v. Pennell and Another
" Prescott and Others v. Jackson.

CUR. ADV. VULT.

Appeal Cases.	*Appellants.*	*Respondents.*
Borough of Bradford	Allan	Waterhouse
Borough of Greenwich	Dobson, knight	Jones.

DEMURRER PAPER.

Friday, April 19th.

Peck v. Boyes, clerk
Webb v. Austin
Nickels v. Haslum
Grant v. Hunt, P. O.
Todd, esq. v. London and South Western Railway Company
Redmond v. Smith and Another
Kaye v. Dutton
Boodle v. Cambell
Bonsi and Another v. Stewart
Markwick v. Hook
Evans v. Breeze and Others
Foley v. Phillips and Another.

Wednesday, April 24th.

Harrison v. Harrison
Johnson v. Lockett
Aspinall v. Andus
Evans v. Edge.

Friday, April 26th.
Wednesday, 1st of May.

COURT OF EXCHEQUER OF PLEAS.

Sittings in Easter Term, 1844.

	Banc.	*Nisi Prius.*
Monday .. April 15	......	......
Tuesday........ 16	Peremptory Paper.	Midd. 1st sitting.
Wednesday 17	......	......
Thursday 18	......	......
Friday.......... 19	......	......
Saturday 20	......	......
Monday........ 22	Special Paper	Lond. 1st sitting.
Tuesday........ 23	Errors..........	......
Wednesday 24	Special Paper	Midd. 2nd sitting.
Thursday 25	......	......
Friday.......... 26	......	......
Saturday 27	Crown Cases	......
Monday........ 29	Special Paper	......
Tuesday........ 30	......	Lond. 2nd sitting.
Wednesday May 1	Special Paper	Ditto by adjournmt.
Thursday 2	......	......
Friday 3	......	Midd. 3rd sitting.
Saturday 4	......	......
Monday........ 6	......	......
Tuesday........ 7	......	......
Wednesday 8	......	......

SPECIAL PAPER.

For Easter Term, 1844.
Remanets from Hilary Term, 1844.
For Judgment.

Perry and Another v. Mitchell, dem. (Heard 22nd of Jan. 1844.)
Smith, secretary, &c. v. Hopkinson. (To stand over until similar case disposed of in Court of Error.)
Offor and Another v. Windsor
Lyon v. Reed and Others
Marquess of Bute v. Thompson
Alsager v. Currie
Roxburgh v. Vincent
Earl of Hardwick v. Lord Sandys.

NEW TRIAL PAPER

For Easter Term, 1844.
For Argument.

Devizes—Munday v. Bush. (Heard 20th January, 1844.)
London—W. E. Acraman v. Cooper and Others
" A. J. Acraman v. Cooper and Others
" Johnson v. Ralli and Another
" Smallcombe v. Olivier
" Clark and Another v. Kenrick and Another
Middlesex—Linduss v. Corbett.

PEREMPTORY PAPER

For Tuesday, the 16th of April, 1844
To be taken at the Sitting of the Court.

Date Rule Nisi.	
18th Jan. 1844.	Noon v. Noon
23rd "	Mortimer v. Moore
26th "	May v. Gedge
26th "	May v. Law
31st "	May v. Tarn
24th Nov. 1843.	Wynne, esq. v. Edwards
"	Same v. Same
15th Jan. 1844.	Hand v. Astbury.

THE LORD CHANCELLOR'S DEJEUNE.

Monday being the first day of Easter Term, agreeably to ancient custom, the Lord Chancellor gave a breakfast to the several judges at his lordship's private residence in George-street, Hanover-square.

Lord Denman, Lord Chief Justice of the Queen's Bench; Lord Langdale, Master of the Rolls; Sir L. Shadwell, Vice-Chancellor of England; Sir N. C. Tindal, Lord Chief Justice of the Common Pleas; Baron Parke, Baron Alderson, Mr. Justice Patteson, Mr. Justice Coleridge, Mr. Justice Coltman, Mr. Justice Erskine, Baron Rolfe, Mr. Justice Wightman, and Mr. Justice Cresswell were the judges present. There was a numerous party of the different learned personages connected with the several minor courts, and also Queen's counsel, present, among whom may be named Sir Frederick Pollock, who attended for the last time in the official capacity of Attorney-General; Serjeants Andrews, Storks, Atcherley, and Talfourd; Messrs. Thesiger (Solicitor-General elect), Erle, Wakefield, J. Miller, G. Spence, T. Kindersley, T. J. Platt, R. Alexander, T. Starkie, C. T. Swanstone, J. Stuart, Bethell, Godson, W. Whatley, and Hon. J. Stuart Wortley; Mr. Commissioner Harlow; Masters in Chancery—Farrar, Wingfield, Sir Giffin Wilson, Senior, and Lynch; Right Hon. Sir George Rose; Messrs. Turner, Armstrong, Wilbraham, Koe, Teed, Walker, Parker, Russell, Anderton, Romilly, &c.

Sir Wm. Follett was unavoidably absent.

The usual ceremony of the learned judges partaking of "term cakes" and the cheer of the "loving cup" of mulled wine, in which all parties connected in the least degree with the various functionaries who attend join, distinct rooms being prepared for the assistants, such as clerks, &c., to the judges, having been gone through, confectionaries, with claret and choice wines, having been handed round, the circle broke up, and, according to their rank, proceeded, in company with the Lord Chancellor, in procession to open the courts of law at Westminster.

THE ESTATE OF THE LATE BARONESS DE FEUCHERES.

The long-protracted litigation arising out of the distribution of the succession to this estate is at length brought to a conclusion.

It will be, no doubt, recollected that in the month of July last an action between Messrs. Pinniger and Westmacott, solicitors, of Gray's-inn, and a Mrs. Clark, one of the heirs and next of kin of the late Baroness de Feuchères, came on for trial in the Court of Exchequer, before the late Lord Chief Baron, and that such cause was ultimately referred to the arbitration of Mr. Biggs Andrews, Queen's counsel.

In the report of this trial was given, at great length, an outline of the very extraordinary facts connected with the history and fortunes of the Baroness de Feuchères, and of the no less extraordinary exertions, ability, and perseverance of the plaintiffs, Messrs. Pinniger and Westmacott, who, in the face of enormous difficulties, had the courage to take the claimants to this succession by the hand, and, after an expenditure of upwards of 5,400*l.* incurred in supporting their rights before the French tribunals, besides enormous costs incurred in our own courts (not one farthing of which they could have ever hoped to recover in the event of their being unable to establish their client's rights), succeeded in recovering and distributing amongst the parties entitled, a sum of between 300,000*l.* and 400,000*l.* sterling.

After this money had been recovered, and the claimants had been put in possession thereof, it would appear that some disputes arose between the fortunate claimants and their attorneys, Messrs. Pinniger and Westmacott, as to the remuneration which the latter should receive in respect of their exertions in these matters; and the question having been referred to Mr. Amory, the eminent solicitor in the City, that gentleman awarded Messrs. Pinniger and Westmacott the sum of 7,000*l.* independent of the outlay of 5,400*l.* expended in the French courts and elsewhere in prosecuting the suit. Messrs. Clark and the other parties refused to abide by this decision, and the solicitors were compelled to resort to a court of law to procure payment of their costs.

The case, as we have stated, was referred to Mr. Andrews, who has within the last few days made his award, after, probably, one of the most extraordinary and expensive references which the history of legal proceedings furnishes. In this arbitration, in which no less than six eminent counsel were engaged for the one or the other side, the defendants offered the most determined resistance to the plaintiffs' claim, on the ground that the law recognised only one scale of remuneration for an attorney's services, and knew nothing of liberality, or of any distinction between a case of extreme difficulty involving great personal outlay and danger on the part of an attorney, and one of an ordinary description; and, in short, that no attorney was bound, under any circumstances, to give in his charges in detail, and submit them to taxation. The consequence of this defence was, that Messrs. Pinniger and Westmacott were compelled to review the entire proceedings in both countries, and to support them by evidence.

The result, however, has been such as to satisfy all parties of the propriety of Mr. Amory's decision, the present arbitrator having awarded the plaintiffs the sum of 6,344*l.* besides the costs of the reference, which have been taxed on the part of the plaintiffs at 3,800*l.* more; so that if the costs of the defendants be added, it will be seen that the expense at which they have reduced Mr. Amory's award by 656*l.* (and which award, it should be observed, was based on the footing of what he considered liberal, and not on the scale of strict legal costs) is not much less than 6,000*l.*

The actual sums received by Messrs. Pinniger and Co. for their services in these monster suits amount together to 15,500*l.* of which 5,453*l.* was for actual disbursements, ascertained by the Master without deduction; 6,344*l.* Mr. Andrews' award; 3,751*l.* 2s. 3d. for the plaintiff's costs of the reference.

The amount actually recovered and distributed among the heirs and next of kin of the Baroness de Feuchères was, as we have before stated, between 300,000*l.* and 400,000*l.*

THE NEW CHIEF BARON OF THE EXCHEQUER.—Sir Frederick Pollock was on Tuesday sworn in a serjeant at law, and having proceeded to the Common Pleas, and gone through the usual ceremonies there as serjeant, returned to the Lord Chancellor's room, and was sworn in as Lord Chief Baron, the Queen's Remembrancer having administered the oath of office, and the Clerk of the Crown the oath of allegiance, &c. The Lord Chief Baron did not take his seat in the Court of Exchequer during the day. The Court of Common Pleas was crowded on Sir F. Pollock's entrance; and in the course of his progress through the courts the learned gentleman received the congratulations of his friends.

REDUCTION OF CHANCERY FEES.—A further reduction has been made in the taxation of suitors in the Court of Chancery. By a recent order, which reduced by one-fifth the charges for copies in the office of the Clerks of Records and Writs, the charge to the suitors was diminished by more than 5,000*l.* a-year. Another order has been issued, in consequence, as we believe, of the compensation of the present Lord Abinger having ceased upon his accession to the peerage, by which the charge for office copies in the Examiner's office of the Court of Chancery has been reduced from 14d. per folio (of 90

words) to 8d. per folio, making a further diminution of charge to suitors to an amount exceeding 1,100*l.* a-year. Thus, in less than eighteen months after the passing of the "Act for the Abolition of certain Offices in the High Court of Chancery in England," reductions of fees have been effected to the extent of nearly 6,200*l.* a-year.

THE LAW OFFICERS UNDER GOVERNMENT.—The death of Lord Abinger having occasioned fresh changes in the law departments of the Government, it may not be uninteresting to many of our readers to give a list of those members of the legal profession who have occupied the situations of Attorney-General and Solicitor-General during the last ten or twelve years. In 1830, Sir J. Scarlett and Sir E. B. Sugden filled those important offices; from 1830 to 1833, Sir W. Horne and Sir J. Campbell; in 1834-35, Sir F. Pollock and Sir W. Follett; from 1835 to 1840, Sir J. Campbell and Sir R. M. Rolfe; in 1840, Sir J. Campbell and Sir T. Wilde; in 1840-41, Sir T. Wilde alone; and from 1841 to 1844, Sir F. Pollock and Sir W. Follett; and, now, Sir W. Follett and Mr. Thesiger. It will be remembered that the late Lord Abinger was elevated to the Chief Barony of the Exchequer in 1834 by Sir R. Peel's brief administration, the office having become vacant by the promotion of Lord Lyndhurst (then Lord Chief Baron) to the woolsack as Lord High Chancellor of Great Britain. It was on that occasion that Lord Brougham on being compelled to resign the Great Seal, of which he had retained the custody under the Grey and Melbourne Administrations, thought fit to make a formal application for the Lord Chief Barony to the Duke of Wellington, offering to discharge the duties of judge in the Court of Exchequer without any extra remuneration. The Duke of Wellington declined giving an answer till the return of Sir R. Peel from Italy, and Lord Brougham eventually withdrew his extraordinary request. The office of Lord Chief Baron was occupied by the present Lord Chancellor after his first appointment to the woolsack, and finally abandoned by him in 1834.

THE PUBLIC OFFICES.—In these days of rigid economy, any diminution, however slight, occurring in the expenditure of the various public offices and establishments will, no doubt, be viewed with considerable satisfaction. A Parliamentary paper, containing an abstract of the accounts of every increase and diminution which has taken place within the year 1843, the number of persons employed, and in the salaries, allowances, and expenses in all public offices or departments, pursuant to the Act 4 & 5 Wm. 4., cap. 24, has just been printed by order of the House of Commons. On examining this document, we find that whilst the gross total increase, which has occurred during the past year in the salaries and emoluments of the said public offices and establishments, amounts to the sum of 82,837*l.* 1s. 1d., the gross total diminution which has simultaneously taken place, amounts altogether to the sum of 24,686*l.* 18s. 9d., leaving a balance of net increase in the expenses entailed upon the public of 58,150*l.* 2s. 4d. The gross total increase in the number of persons employed amounts to 181, and the gross total decrease to 69, leaving a balance of net increase amounting to 112. The principal increase in the number of persons employed has occurred in the Post-office department, in which 114 additional hands have, it appears, been laid on. The largest increase, in a pecuniary point of view, is to be witnessed in the departments of the Custom-house, the Excise-office, the Post-office, the Stamp-office, and the Registrar-General's-office.

STAMPED LETTER PAPER.—The following notice has been issued by command of the Postmaster General:—"General Post-office, April, 1844.—Penny stamped half-sheets of paper being about to be issued for the purpose of postage, in addition to the postage envelopes and labels now in use, the following are the prices at which they will be sold to the public; viz.,

	£	s.	d.
For half a ream, containing 240 half-sheets	1	2	3
For a quire, containing 24 ditto	0	2	3
For a single half-sheet	0	0	1¼

It being understood that these half-sheets when sold in parts of a quire, or in any quantity under a quire, will be charged at the rate of 1¼d. each, but that when purchased in half-reams or quires no advance will be made in the respective prices of 1*l.* 2s. 3d. in the former, and 2s. 3d. in the latter case. It is essential that these half-sheets should be folded that the stamps shall be above the address, and on the right hand side of the letter; and particular attention is requested on this point, as if the precaution is neglected, the letter will be probably charged with postage." The sale of the stamped letter-paper commenced yesterday.

THE LATE T. P. ACLAND, ESQ.—We understand that amongst other bequests, the will of the late Thomas Parker Acland, esq. contains the following charitable donations, to be paid free of all legacy duty and charges:—North Devon Infirmary, Barnstaple, 400*l.*; North Devon Dispensary, 400*l.*; the Blue Coat School, Barnstaple, 300*l.*; Bell's School, Barnstaple, 200*l.*; Eye Infirmary, Exeter, 300*l.*; St. George's Hospital, London, 100*l.*; Westminster Hospital, 200*l.*; Lunatic Asylum, Exeter, 100*l.*; to trustees, to be invested, and interest to be applied in purchasing Bibles, Testaments, and Common Prayer Books, to be distributed from year to year to the poor of Devonshire, with preference in favour of parishes wherein the testator had any property, 1,000*l.*; rector and churchwardens of Highbray, to be invested, and interest distributed to the poor at Christmas, 200*l.*; rector and churchwardens of Charles, ditto, 100*l.*; rector and churchwardens of Barnstaple, ditto, 100*l.* —*Western Luminary.*

IRELAND.—THE STATE TRIALS.

Dublin, Wednesday evening.

The Court of Queen's Bench continues in the present as in the two preceding terms, to be the great scene of attraction; the barriers in the Hall are still guarded by policemen, and the internal arrangements of the court remain the same as during the trial, except that the canopy which was put up over the jury box has been taken down. On Monday a rule for judgment, unless cause in four days, was entered against the traversers, and on the same day they were respectively served with notice, that on Friday next the law officers' of the Crown would move that they be called up for sentence.

Yesterday a notice of motion for a new trial (a copy of which is subjoined) was served on the Crown Solicitor on behalf of Mr. C. G. Duffy; a similar notice was also served on behalf of each of the other traversers.

QUEEN'S BENCH—CROWN SIDE.

Reg. v. *Daniel O'Connell, John O'Connell, Thomas Steele, Thomas M. Ray, John Gray, Richard Barrett, and Charles Gavan Duffy.*

SIR,—Take notice, that counsel on behalf of Charles G. Duffy, one of the traversers in this case, will move on Thursday, the 18th day of April instant, or the first opportunity after, to set aside the verdict had in this cause against the said Charles Gavan Duffy, and that a new trial be directed, or that a *venire de novo* be awarded upon the following grounds, that is to say, for that the jury lists, from which were framed the jurors' book, and special jury list for the present year 1844, were fraudulently dealt with, for the purpose of prejudicing the said traverser in his defence, and that by reason thereof the said traverser was in fact so prejudiced, as the jury who tried this cause was struck from the special jury list in 1844; and also for that John Jason Rigby, one of the jurors of the jury who tried the said cause, was sworn as John Rigby; and also, for that there is no such person as John Rigby, of Suffolk-street, in the county of the city of Dublin, as stated in the *postea* in this cause, but that the person who filled the office of juror is John Jason Rigby; and also, for that the said John Jason Rigby, prior to his having been sworn as aforesaid, informed the court of the true state of the facts, and said in open court he was not John Rigby, but John Jason Rigby. And also, for that there was no evidence adduced upon the trial in this cause to prove the fact of the alleged conspiracy, or any overt act thereof to have taken place or occurred within the county of the city of Dublin: and also for that there was no evidence of the existence of any of the alleged conspiracies imputed in the indictment; and also, for that the said verdict is against law and evidence; and also against the weight of evidence; and also upon the ground of the reception of evidence that ought to have been excluded; and also upon the ground that the trial of this cause was continued beyond the end of Hilary term, and did not terminate until the 13th day of February last, instead of its having been adjourned until the present Easter term; and for that during the trial of this cause, which continued from the 15th day of January till the 13th day of February, the jurors who tried the same were allowed on each evening to separate and return to their respective homes, and had, during the said trial, full opportunity of reading many articles which were published during the progress thereof, in the *Evening Packet* and *Evening Mail* newspapers, commenting on the evidence adduced against the said defendants, and calculated to influence the minds of the said jurors to find a verdict against the said defendants.

And also for misdirection of the learned Lord Chief Justice.

And also that the learned Lord Chief Justice misdirected the jury as to the effect of the evidence.

And also for that the learned Lord Chief Justice stated to the jury, with strong commentary against the traversers, the evidence offered for the Crown, and omitted to make any observations resulting from the evidence favourable to the traversers.

And also for that the whole current and bearing of the learned Chief Justice's charge was such as to express and signify to the jury a strong conviction existing in his own mind of the guilt of the traversers.

And also for that the learned Lord Chief Justice did not advert sufficiently to the evidence offered for the traversers, or direct sufficiently the attention of the jury to the effect of the said evidence, or to the inferences which they were at liberty to deduce therefrom.

And also for that in reading to the jury extracts from the speeches and publications given in evidence on the trial, the learned Chief Justice only read to the jury the extracts relied upon by the Crown, and omitted to read the extracts relied upon by the traversers in the said speeches and publications.

And also for that the learned Lord Chief Justice stated facts to the jury in his charge which were not in evidence.

And also for that the learned Lord Chief Justice did not state to the jury with sufficient clearness the application of the law to the particular facts of the case.

And also for that the learned Lord Chief Justice expressed his opinion on the facts of the case to the jury in such a way as was calculated to control their judgment and lead them irresistibly to a conclusion of guilt in the traversers, which said motion will be grounded on the affidavits filed in this cause, and the several documents therein referred to, and the affidavit of the said Charles Gavan Duffy, and the joint affidavits of William Ford, John M. Cantwell, Thomas Reilly, and the joint affidavit of the said William Ford, and John M'Namara Cantwell respectively, filed this day in the proper office, and the affidavit of Pierce Mahony to be filed and used in this cause, of which you shall have a copy, the authentic report of the learned Chief Justice's charge, the notes of the learned Chief Justice, and the *postea*, &c.

Dated this 16th day of April, 1844.

P. M'EVOY GARTLAN,
Attorney for the Traverser.

To Wm. Kemmis, Esq., Crown Solicitor.

*In case this motion be refused by the Court, it is said to be the intention of the traversers to rely upon other points, on a motion in arrest of judgment; and it will be perceived that the above notice, while it includes much other matter, yet omits mention of some of the points raised upon the trial; but if the Court should on both motions rule in favour of the Crown, a writ of error will be immediately sued out.

On the 15th inst., being the first day of term, the following gentlemen, having taken the oaths prescribed by law, were called to the bar:—Walter Atkin, Purefoy Bateman, William Gernon, Stephen P. Curtis, John Joseph Andrew Kirwan, Thomas Alexander Dwyer, Robert Taylour, James Thomas Farrell, Thomas Bourchier, William John Dundas, Thomas Donohoe, and Francis Roberts, Esqrs.

THE MAGISTRACY.—The Lord Lieutenant, on the recommendation of the Right Hon. Lord Rossmore, has been pleased to appoint Captain Dawson, of Fanagh, a Deputy Lieutenant of the county of Monaghan.

The Lord Chancellor has been pleased to appoint Alexander McCausland, Esq., of Fortlodge, Omagh, to be a magistrate for the county of Tyrone.

His Excellency the Lord Lieutenant has been pleased to appoint Edward Jenkins, Esq., a resident magistrate for the county Mayo, under the provisions of the stat. 6 Wm. 4, c. 13, to take temporary charge of the district of Castlebar, during the absence of P. G. Banon, Esq., employed at Ballincote.

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THE DEFAULTERS.

Nine applications, *six* of them post-paid, have been made by letter to the following addresses, from which orders were received, the paper stopped at the end of the first quarter, and from which no answer has been obtained to the repeated application for the small sums due. The publisher will

feel much obliged to any subscriber in the neighbourhood of each, who will inform him if there be such persons as the following, and, if so, whether it is that they *can't* or *won't* reply.

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Selby	W. Battle.
Shaftesbury	Geo. Chitty.
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	Branson, A. E.
Shelton	Thos. Griffin.

THE LAW TIMES.

SATURDAY, APRIL 20, 1844.

TO SUBSCRIBERS.

SUBSCRIBERS desirous of availing themselves of the advantages of *pre*-payment are informed that the subscription for the *third* volume is now due, and should be paid in the course of a few days, in order to entitle them to the large deduction allowed upon this mode of payment. The subscription, when *pre*-paid, is,

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We hope it is understood that it is entirely at the option of our Subscribers whether they will thus pay in advance or not; but as it offers many conveniences, we encourage it by making a deduction of more than *twenty per cent.*—the cost, where credit is taken, being 27s for the half-year.

We care not which mode of payment the subscriber may prefer; but we desire it to be understood that the deduction can be allowed only where the subscription is *really pre*-paid, and not after the lapse of several weeks from the commencement of the half-year; for, in such case, the advantage, in consideration of which the boon is given to the Subscriber, is, of course, lost to us.

Subscriptions should be made payable to the Publisher, Mr. CROCKFORD, *at the General Post-office.*

The second volume will, of course, be bound in precise uniformity with the first, at the same cost—viz. 5s. 6d. if the numbers be transmitted to our office by the post, in three or four packets, tied with the ends open, and accompanied with a letter advising whence it comes, and how it is to be returned when bound.

A few copies of the First Volume, bound, may still be had to complete sets, price £1 7s. 6d.

TO OUR READERS.

THE Index continues to occupy a large portion of our space. It is made thus extensive in compliance with a very generally expressed desire that the *subjects*, as well as the *names*, of the cases reported should be indexed. This has been done, we hope satisfactorily, and a similar index to the cases in the first volume is in type.

This, and the business of the Term, together with the beginning of the reprint of the most important, and extracts of the other, Statutes of the present session, have compelled the omission of much interesting and useful material, and the curtailment of the usual editorial comment.

Another of Professor Carey's Lectures has been in type for some weeks, but we have been unable to find room for it, so much material of more temporary interest having crowded upon us. The long vacation will enable us to bring up our arrear in this as in many other particulars.

It is gratifying to be able to announce a steady increase of subscribers. Every post brings five or six, for the most part obtained through the kind exertions of readers in recommending the LAW TIMES to their acquaintances. A list of the *new* subscribers will appear in the next supplement.

CAPITAL PUNISHMENT.

THE public has been considerably mystified by the extraordinary acquittal of a girl who was tried at the late Somerset assizes for the double murder of her father and her aunt.

The first indictment, for the murder of her father by poison, was perhaps scarcely maintained by the evidence, which, though it afforded a moral assurance of guilt, according to the generous rule of our law that requires a doubt to be given in favour of the prisoner, was not sufficiently decisive to justify a conviction, for it rested mainly upon a statement by an accomplice.

But the second indictment, for strangling her aunt, was sustained by proofs stronger than are usually found in cases of circumstantial evidence. And the proved facts of the case were confirmed by confessions made by the prisoner herself to many of her fellow-prisoners, in which she minutely detailed the circumstances of the hideous affair.

Yet, in the face of these confessions, the jury *acquitted* the prisoner!

The first exclamation of every person who heard, or who has since read the report of, these extraordinary trials, is, "How could the jury find such a verdict?" This has become a very serious question, and, therefore, we direct to it the attention of our readers.

All sorts of conjectures are hazarded. Could it be fear? Could it be favour? It was neither. It was the consequence of the aversion felt by the jury to the infliction of the punishment of death.

Those whom duty calls into our criminal courts cannot fail to have observed the growth of this feeling among juries and the public. If a man be charged with an offence that subjects him only to a secondary punishment, however severe, there is no difficulty in finding a prosecutor, a jury ready to convict on reasonable proof of guilt, a judge willing to punish, and a public approving the sentence, and having no sympathy with the offender. But if the crime be such that there is a possibility of capital punishment, this wholesome order of things is at once disturbed; nobody likes to prosecute; the jury will not find a verdict of guilty if they can possibly avoid it—that is, unless the case be so clear that a doubt cannot be suggested even by the ingenuity of counsel; the judge exerts his skill to find reasons for relieving himself from the terrible duty of condemning a fellow-creature to death; and the public feeling, reversing the natural order of affairs, sympathises with the criminal and rejoices in his escape, not from punishment, but from a punishment which a voice within tells them to be one from which humanity shrinks; forbidden by reason; certainly inconsistent with Christianity; and the very right to inflict which, is a question upon which the best and wisest men entertain considerable doubt.

We believe that the strange acquittal at Taunton is to be thus accounted for. We know that in the town there prevailed a general feeling of horror and aversion at the possibility of an execution taking place within it. We are not sure that this horror had not something to do with the result.

At all events, the fact is now palpable, that capital punishment operates as an obstacle to the administration of justice, and, consequently, as an encouragement to crime. A criminal who commits a capital offence materially increases the chances of escape with impunity. If he content himself with robbery, he is pretty sure to be convicted; but if he murder his victim, his chances of immunity are trebled forthwith.

Such a state of things must not be permitted to continue. The public mind has passed beyond our legislation, and being enlisted in hostility to death-punishment, prefers the entire escape of a great criminal, to the execution of a law from which its feelings and reason revolt. It has ceased to think that the way to prevent murder is to accustom men to look at death done scientifically, according to law. It is true that executions are few, but their very paucity is the cause of the aversion men feel for them. It is a spectacle, the taste for which grows by gratification. The heart ever becomes hardened by the sight of death; and it is a strange mode of deterring from murder to accustom men to murderous scenes. We hope that the case of Mary Sealey will open the eyes of those who yet question the propriety of the abolition of capital punishment, and that they will now see that it has become a serious impediment to the administration of justice, defeating the very object for which alone its maintenance is demanded.

PRACTICAL NOTES ON STATUTES.
No. XI.
(*Sheriffs' Fees, continued.*)

WE have to thank several correspondents for drawing our attention to 5 & 6 Vict. c. 98, s. 31; a statute which we must confess that we overlooked when writing the article on this subject, which appeared in the last number. By this statute it was enacted that, after the 1st of March, 1843, no poundage should be payable to the sheriff for taking the body of any person in execution, but only such fees as should be allowed by the judges, in pursuance of 7 Wm. 4 & 1 Vict. c. 55 (note). By way of compensation for this diminution of their fees, sheriffs are by the same section freed from any liability for action for debt for escape, and are now only liable to actions upon the case for damages sustained by the person or persons at whose suit the debtor was taken. The inappropriateness of the position in the statute-book led to the omission on our part; which we observe also

Mr. Harrison, in his last digest, had made. Nor is any reference made to it in the index to the quarto edition of the statutes. Who would have thought of looking at the end of an Act to Amend the Laws concerning Prisons for such an important alteration in the rights of sheriffs and judgment creditors ? It may be quoted as another instance of the unskilful confusion and huddling together of subjects which disgrace our statute-book, and which have, more than any thing else, rendered a knowledge of our statute law so extremely difficult to acquire. One of the most grotesque illustrations of this want of arrangement is to be found in 22 Geo. 2, c. 46, in which may be seen enactments respecting the navigation of the Thames, the assize of bread, the prevention of the distemper amongst horned cattle, the regulation of attorneys and solicitors, writs in the counties palatine and against the hundred, and the affirmation of Quakers ! ! We trust the "Society for Promoting the Amendment of the Law" will direct their early attention to remedy this great evil.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

The Law relating to Simony considered, with a view to its revision. By WILLIAM FORSYTH, of the Inner Temple, Barrister-at-law. London: 1844. Saunders and Benning. Pp. 35.

MR. FORSYTH commences his pamphlet by noting the tendency of legal prohibitions to produce a popular impression that the *malum prohibitum* is really a *malum in se*, a tendency remarkably exhibited in the case of *Simony*, which, though without moral taint in itself, has come to be considered as something wicked and corrupt. This prejudice he properly combats.

He first gives a brief sketch of the history of the English law relating to simony ; 2nd, the present state of that law ; and, lastly, he suggests alterations which would adapt that law to common sense.

The present state of the law relating to simony is so clearly set forth by Mr. FORSYTH, that this portion of his pamphlet may be advantageously transferred to our columns, both for the instruction of the student and for reference.

"At present, then, the following cases would fall within the legal definition of the offence, and would expose parties to forfeiture or penalties, or loss of some kind. 1. It is simoniacal to purchase ordination to the ministry, or induction to any spiritual office.

"2. It is simoniacal for a person, whether lay or spiritual, to purchase a presentation when the living is actually vacant, so that a patron cannot divest himself of the right to present to the existing vacancy. Yet the same patron may, when the living is vacant, convey away the inheritance of the advowson, so as to confer upon another the right to all the future presentations. The reason formerly assigned for this distinction was a mere technical subtlety, that the presentation, or turn itself, being a spiritual thing, annexed to the person of the patron, was not grantable, and that it was a thing in power and authority, a *chose in action*, as lawyers term it, the execution of the advowson, and not the advowson itself. But in the case of the *Bishop of Lincoln* v. *Wolverstan*(a) Lord Mansfield and Mr. Justice Wilmot both said, 'That the true reason why a grant of a fallen presentation, or an advowson after avoidance, is not good, *quoad* the fallen vacancy, is the public utility, and the better to guard against simony ; not for the fictitious reason of its having then become a *chose in action*.'

"3. It is simoniacal, as we have just seen, to purchase a right to present to an advowson actually vacant; but not so if the incumbent be alive, although *in articulo mortis*, and although it may be morally certain that the vacancy will occur before the purchase-money is paid. Formerly it was held to be simony to buy the next presentation when the incumbent was sick, 'and like every way to die ;'(b) but the law is now settled otherwise, and the case of *Fox* v. *The Bishop of Chester*(c) has decided that the sale of the next presentation, the incumbent being *in extremis*, within the knowledge of both the seller and the purchaser, but without the privity or a view to the nomination of a particular clerk, is not void on the ground of simony. The same point had been previously decided with regard to an advowson in fee in the case *Barrett* v. *Glubb*.(d) Yet one would have thought that the same mischief might be done by such a sale as if the advowson or presentation were actually vacant.

"In a case, decided in the reign of Elizabeth,(e) where a father, in the presence of his son, being a clerk, purchased the next advowson of a church, the incumbent being sick, and not likely to live, who soon after died, and the father presented his son, this was held to be simony within the statute 31 Eliz. c. 6; but it was said by the judges, that if this had been done in the absence of the son, it had not been simony, because the father is bound to provide for his son. Well might Sir Simon Degge, who cites this case in his *Parson's Counsellor*, add, '*Quære* of the difference ?'

"4. It is simoniacal for a spiritual person to purchase a next presentation for himself, but the same person may purchase the advowson in fee, and so present himself to the next vacancy.

"5. It is simoniacal to resign or exchange any benefice with the cure of souls, in consideration of 'any pension, sum of money, or benefit whatsoever,' but an exchange of benefices between two spiritual persons may be effected. The mode of doing this is regulated by several statutes, the principal of which is 55 Geo. 3, c. 147.

"6. According to strict law, as laid down in former times, it was simoniacal and illegal for a person to purchase the next presentation to a benefice, while the church was full, with the intention to present a particular person, and afterwards to present that person. But an exception to this rule was allowed, in the case of a father buying a next presentation for his son ; and for this singular reason—because 'the father is bound by nature to provide for his son ; and, therefore, his buying an advowson, with an intent to provide for him, is not any simony,'(f)—as if a father could be bound to violate a canonical or statute law, if that law was founded on good sense and reason,—and as if cases might not occur, where the duty to provide for another might be just as strong as in the relation of father and son. Now, however, no presentation would be held void, on the ground that the patron, when he purchased the next turn, had the particular presentee in view.

"7. It is simoniacal for an incumbent to resign his benefice for any pecuniary consideration, although he may be a very old man, or in very infirm health, and quite unfit for the duties of his parish. A case of the following kind frequently does occur. An incumbent has the fee of the advowson, and wishes to sell it ; of course the purchaser is anxious to have the living vacant as soon as possible, and the incumbent is willing to resign at once, on receiving more for the advowson than he can get if the vacancy is to be postponed until his death. As the law stands, it would be simony in him to make any difference in price between the two cases."

He proposes that the law should sanction the sale of advowsons directly, as now it does indirectly ; that it shall be permitted to buy and sell a presentation when the living is actually vacant ; and that the oath which, by the 10th canon, must now be taken by every presentee, or other spiritual person who receives preferment, should be abolished.

The subject is one which well deserves consideration ; the present state of the law is manifestly absurd ; Mr. FORSYTH's suggested amendments are for the consideration of our legislators ; they appear to be reasonable enough.

Parish Settlements, and the Practice of Appeals ; with the Law and Evidence of each Class of Settlement, and the Grounds of Objection incidental to them. With forms. By JELINGER C. SYMONS, Esq. Barrister-at-Law. London, 1844. T. Blenkarn.

The contents of this volume are familiar to the readers of the LAW TIMES, in whose columns they were first given to the Profession ; and so universal was the approval expressed of the treatise that Mr. SYMONS has been induced to re-publish it in a distinct form, for the accommodation of those who require a complete manual of the Law of Settlement compressed into convenient size for reference *out of the office.* The volume is elegantly printed, at a very trifling price, and may be carried in the pocket to the court, the vestry, or the board-room. Of its merits it will not become us to speak ; but we may form some judgment of the estimation in which the treatise was held, from the number of requests received during its progress that it might appear as a distinct work. Mr. SYMONS has certainly produced one of the most valuable contributions of the season to the practical lawyer's library, and it has the advantage of containing the many recent decisions.

(a) Burrow's Reports, vol. 3, p. 1512.
(b) *Benedict Winchcombe* v. *Bishop of Winchester*, Hobart's Reports, p. 165.
(c) Bingham's Report's, vol. [illegible] p. 1.
(d) W. [illegible], vol. 2, p. 10[illegible]

(e) *Smith* v. *Shelbourn*, Croke's Reports, Eliz. p. 685.
(f) See the case of *Smith* v. *Shelbourn*, Croke Eliz. 686.

THE GAZETTES.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, April 12.

Bosworth, J. draper, Leicester, March 20. Trusts. J. C. Bickley, gent. Melton Mowbray, and E. Cradock, gent. Ashby-de-la-Zouch. Sol. Adcock, Leicester. — *Fyrth*, T. druggist, Bramham, Yorkshire, March 11. Trusts. T. Bell and J. Brooke, druggists, Leeds. Sol. Blackburn, Leeds.—*Stimson*, H. innkeeper and farmer, Oakham, March 9. Trusts. J. Painter, farmer, Burley-on-the-Hill, W. Thompson, gent. Stamford, and A. Webber, jun. wine merchant, Wigmore-st. Sol. Thompson, Stamford.—*Stone*, W. maltster, Leatherhead, April 1. Trusts. E. Stone, brewer, Leatherhead, A. Unthank, gent. Leatherhead, and J. Richardson, gent. Ashstead. Sol. Clabon, Mark-lane.

Gazette, April 16.

Dry, J. machine maker, Beverley, March 23. Trusts. Rev. J. Mather, dissenting minister, and J. Brigham, grocer, both of Beverley. Sols. Shepherd and Simpson, Beverley.—*Jones*, . linen draper, Staines, March 4. Trusts. J. Bradbury, warehouseman, Aldermanbury, and T. W. Elstob, gent. Wood-st. Sols. Hardwick and Davidson, Weavers'-hall.—*Tranter*, J. draper, Northampton, Feb. 16. Trust. W. White, warehouseman, Cheapside. Sol. Ashurst, Cheapside.

CREDITORS TO MEET ASSIGNEES.

Gazette, April 9.

James, T. G. builder, River-st. Myddleton-sq. May 1, at twelve, Basinghall-st. on spec. aff.

Gazette, April 12.

Sealby, I. edge tool manufacturer, Keswick, May 6, at eleven, office of Hall, Keswick, on spec. aff.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, April 12.

CLACK, CHARLES, haberdasher and trimming seller, 40, Beech-st. Barbican, April 19, at half-past two, May 24, at twelve, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; James, Basinghall-st. sol. Date of fiat, April 4. W. A. Turner and J. Paterson, warehousemen, Star-court, Bread-st. pet. crs.

PALMER, FREDERICK WILLIAM, colonial broker, 38, Mincing-lane, April 23, at eleven, May 14, at twelve, Basinghall-st. Com. Merivale; Green, off. ass.; Shearman and Slater, Great Tower-st sols. Date of fiat, April 11. J. Hooper and H. Ray, tea dealers, Old Trinity-house, Water-lane, pet. crs.

SAUNDERS, SUSAN, board and lodging-house keeper, 6, Golden-sq. April 23, at two, May 23, at twelve, Basinghall-st. Com. Williams; Graham, off. ass.; Cheere, Temple, sol. Date of fiat, April 10. R. Van Geelin, merchant, Hercules-passage, pet. cr.

Gazette, April 16.

CROSS, RICHARD, saddler and harness maker, 24, Jermyn-st. St. James's, Westminster, April 26, at one, May 28, at eleven, Basinghall-st Com. Holroyd; Edwards, off. ass.; Wells, George-st. Mansion-house, sol. Date of fiat, April 15. T. L. Crompton, paper agent, Prestolee, near Bolton-le-Moors, pet. cr.

METCALF, JAMES, grocer and provision dealer, Liverpool, May 6 and 29, at eleven, Liverpool, Com. Phillips; Cazenove, off ass.; Toulmin, Liverpool, and Norris and Co. Bartlett's-buildings, sols. Date of fiat, April 11. R. Moore, provision dealer, Liverpool, pet. cr.

NALL, JOHN, grocer, Chesterfield, April 29, and May 27, at twelve, Manchester, Com. Jemmett; Stanway, off. ass.; Wilson, Manchester, and Vickery, Lincoln's-inn-fields, sols. Date of fiat, April 4. J. Robinson and J. E. Brodhurst, bankers, Chesterfield, pet. crs.

QUINN, JAMES, painter, plumber, and glazier, Liverpool, April 24 and May 21, at eleven, Liverpool, Com. Ludlow; Turner, off. ass.; Bridger and Blake, Finsbury-circus, Dodge, Liverpool, and Hime, Liverpool, sols. Date of fiat, April 10. J. Calvert, flag merchant, Liverpool, pet. cr.

THORPE, HENRY, linen draper, Kensington, April 30, at half-past two, May 24, at twelve, Basinghall-st. Com. Holroyd; Groom, off. ass.; Messrs. Sole, Aldermanbury, sol. Date of fiat, April 10. A. Beater and J. Coster, warehousemen, Aldermanbury, pet. crs.

WATSON, THOMAS, victualler, Saracen's Head, Camomile-st. Bishopsgate-st. London, April 23, at eleven, May 24, at one, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Fry and Co. Cheapside, sols. Date of fiat, April 15. A. Head and N. E. C. and S. Charrington, brewers, Mile-end-road, pet. crs.

MEETINGS AT BASINGHALL-STREET.

Gazette, April 12.

Bentall, H. coal merchant and wine merchant, 18, Cecil-st. Strand, May 3, at half-past eleven, div.—*Boggs*, G. *Taylor*, W. and *Shand*, W. the younger, merchants, Great Winchester-st. May 8, at half-past twelve. Separate dividend of Taylor.—*Clarke*, C. linen-draper, Banbury, May 8, at eleven, aud. —*Jamieson*, A. bookseller and publisher, Wyke-house, Sion-lane, Isleworth, May 3, at half-past eleven, div. — *Piggott*, J. the younger, cabinet maker and upholsterer, Richmond, Surrey, May 3, at half-past eleven, div.—*Prior*, H. stationer and wine merchant, Sise-lane, May 3, at eleven, div.—*Robotham*, T. victualler, Aldersgate-st. May 3, at eleven, aud.—*Vann*, W. upholsterer, Old-st. April 25, at twelve (adj. April 11), last ex.—*Worthington*, I. draper, Manchester, May 3, at twelve, div.

Gazette, April 16.

Bunker, J. E. chronometer, watch, and clock maker, 25, Dempsey-st. Commercial-road East, May 8, at one, aud. and div.—*Davis*, J. P. apothecary and surgeon, 89, Davies-st. Berkeley-sq. May 7, at half-past one, further div.—*Fowell*, F. K. and *Craufurd*, E. T. wine merchants, Boulogne-sur-Mer and 191, Piccadilly, May 9, at half-past eleven, joint

and sep. div.—*Hardley*, J. miller, West-mills, Newport, Isle of Wight, May 7, at eleven, aud. and div.—*Heathorn*, T. L. ship owner, 3, Abchurch-lane, May 7, at two, div.—*Hiller*, G. varnish manufacturer, Sun-st. Bishopsgate-st. May 7, at three, aud.—*Hughes*, H. and *Hunter*, W. builders, St. Leonards-on-Sea, May 7, at one, aud. and at half-past two, fin. div.—*Lee*, J. *Martineau*, J. S. and *Wilkinson*, J. factors, Bread-st. May 9, at twelve, aud. and at half-past twelve, div.—*Leder*, J. D. music and musical-instrument seller, Milsom-st. Bath, May 9, at eleven, aud, and at half-past eleven, div.—*Minister*, E. tailor, 8, Argyle-pl. Regent-st. May 7, at half-past eleven, aud. and div.—*Mobbs*, G. plumber, painter, and glazier, Newland, Northamptonshire, May 9, at two, aud. and at half-past two, div.—*Mountford*, E. and E. drapers, Bath, May 7, at one, further joint div.—*Orbell*, H. victualler, Romford, May 10, at half-past eleven, aud.—*Parkes*, Z. and *Henderson*, R. carpenters and builders, Duke-st. Lincoln's-Inn-fields, and Ventnor, Isle of Wight, May 8, at eleven, div.—*Peters*, T. tailor, Cambridge, May 7, at one, aud.—*Scott*, F. J. apothecary, St. Alban's, May 9, at eleven, aud.—*Scott*, W. wine merchant, Regent-st. May 8, at half-past two, aud.—*Skipp*, M. iron merchant, Commercial-road, April 26, at half-past twelve, aud.—*Stinton*, J. A. grocer and oil and colourman, 15, Chandos-st. Covent-garden, May 7, at half-past twelve, aud. and at one, div.—*Tootell*, F. dealer in hay, Edgeware, May 10, at eleven, aud. —*Turner*, H. F. painted baize manufacturer, Myddleton-st. Clerkenwell, May 8, at one, aud. and May 9, at half-past one, div.

FOR ALLOWANCE OF CERTIFICATES.

Gazette, April 16.

Leslie and Smith, merchants, St. Dunstan's-hill, May 8, at eleven.—*Orbell*, H. victualler, Romford, May 10, at half-past eleven.—*Scott*, F. J. apothecary, St. Alban's, May 9, at eleven. —*Smith*, S. timber-merchant, Pump-row, Old-st.-rd. May 7, at twelve.—*Spatham*, J. miller and maltster, Froston, May 7, at eleven.—*Tootell*, F. dealer in hay, Edgeware, May 10, at eleven.

MEETINGS IN THE COUNTRY.

Gazette, April 12.

Baines, T. worsted spinner, Bradford, May 7, at eleven, Leeds, aud.—*Heslewood*, W. and R. and *Skitt*, J. white lead manufacturers and oil and colour merchants, Kingston-upon-Hull and Red Lion-wharf, Thames-st. May 6, at eleven, sep. auds. and May 10, at eleven, Leeds, first div. of Heslewood, brothers, and first and fin. sep. of R. Heslewood and Skitt.—*Miller*, R. banker, Minchinghampton, May 3, at one, Bristol, aud.

Gazette, April 16.

Arrowsmith, E. mercer and undertaker, Burnley, May 8, at twelve, Manchester, aud.—*Coates*, J. merchant and drysalter, Manchester, May 8, at one, Manchester, aud. and May 9, at one, sec. and fin. div.—*Ewan*, J. A. linen draper and silk mercer, No. 5, Fishergate-street, Preston, May 8, at twelve, Manchester, aud. and May 9, at twelve, sec. and fin. div.—*Hoare*, W. apothecary, Alstonefield, Stafford, May 7, at one, Birmingham, aud. and div.—*Knapton*, J. and *M'Kay*, W. stuff manufacturers, both of Manningham, Bradford, May 18, at eleven, Leeds, joint and sep. auds. and May 21, at eleven, first and fin. joint and sep. divs.—*Musgrave*, S. and B. dyers, Leeds, May 18, at eleven, Leeds, joint and sep. auds. and May 21, at eleven, sec. and fin. joint and sep. divs.—*Potter*, R., J. and J. cotton spinners and manufacturers, Manchester, May 4, at eleven, Machester (adj. March 2), first joint div.—*Scott*, C. scrivener, Constentine, Cornwall, May 9, at half-past twelve, Exeter, aud. and May 10, at half-past twelve, fin. div.—*Shute*, F. and S. woollen manufacturers, Crediton, Devon, May 10, at one, Exeter, div.—*Smith*, T. and *Dowling*, J. H. money scriveners, Gloucester, May 9, at eleven, Bristol, sep. aud. of T. Smith, and May 10, at eleven, sep. div.—*Thompson* and *Mellis*, merchants, Newcastle-upon-Tyne, Buenos Ayres, and Monte Video, April 23, at two, Newcastle (adj. March 21), last ex.—*Walker*, W. and *Gray*, J. wool staplers and cloth manufacturers, Leeds, May 18, at eleven, Leeds, sep. aud. of Gray, and May 21, at eleven, fin. div.

FOR ALLOWANCE OF CERTIFICATES.

Gazette, April 12.

Hughes, I. painter, plumber, and glazier, Liverpool, May 3, at eleven, Liverpool.—*Watkinson*, J. saddler, Maghull, May 3, at half-past eleven, Liverpool.

Gazette, April 16.

Murch, H. sail cloth manufacturer, Norton-under-Hamdon, May 9, at half-past twelve, Exeter.—*Wickham*, H. linen draper, Bristol, May 8, at eleven, Bristol.

CERTIFICATES.

Gazette, April 12.—To be allowed May 3.

Carpenter, W. stationer, Southampton.—*Dyer*, J. W. plumber, Colchester.—*Hancock*, T. coachsmith, Canterbury. —*Megarey*, T. coal merchant, Love-lane, Billingsgate.—*Redshaw*, T. saddler, Bourn.—*Rushton*, J. jun. livery-stable keeper, Nottingham.—*Seccombe*, G. and S. tailors and drapers, Tavistock and Bude.—*Webb*, W. hotel keeper, Leamington.

Gazette, April 16.—To be allowed May 7.

Balls, T. iron merchant, Thames-st.—*Berridge*, T. tobacconist, Manchester.—*Davis*, D. earthenware dealer, Newington-causeway.—*Hardley*, J. miller, Newport.—*Hyde*, G. W. dyer, Nottingham.—*Lamont*, J. dealer in foreign wines, West Smithfield.—*Parsonage*, I. paper hanger, Birmingham.—*Philiott*, R. scrivener, Blagdon.—*Robinson*, J. wharfinger, Nottingham.—*Tebay*, R. plumber, Winchester.—*Twee*, H. carpenter, Hertford.—*Williams*, J. B. stationer, Regent-st.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, April 9.

Bee, J. printer and stationer, Tickhill, Yorkshire.—*Burne*, J. watchman, Hale-st. Poplar.—*Burton*, E. M. out of business, Hanover-st. Walworth.—*Channon*, H. porter, Exeter.—*Cohen*, I. jeweller, Hastings.—*Dickin*, W. land surveyor, Chorlton-upon-Medlock.—*Dinham*, R. out of business, Tiverton, Devonshire.—*Gater*, E. milliner and dress maker, Oxford.—*Hartshorn*, T. out of business, Wolverhampton.—*Haynes*, M. lodging-house keeper, Weston super Mare, Somersetshire.—*Johnson*, J. brewer and corn dealer, Birmingham.—*Larkin*, J. hatter, [illegible]—*Marsden*, W. pianoforte manufacturer, [illegible]—*Mathews*, J. tallow chandler, King-st. Hammersmith.—*Pugh*, W. grocer, Wednesbury.—*Stimpson*, W. G. painter, Hammersmith.—*White*, W. carrier's agent, Sheffield.—*Whitehead*, F. mail cart driver, Long Melford.

Gazette, April 12.

Brooks, J. R. printer, Rochester.—*Carter*, H. C. carpenter, Hammersmith.—*Challiner*, C. blacksmith, Rotherham. —*Chard*, C. sen. out of business, West Lydford, Somersetshire.—*Dolley*, E. manufacturing perfumer, Meards-st. Soho. —*Jewers*, J. out of business, Catharine-buildings, Stafford-place South.—*Johnston*, T. travelling draper, Wellington.—*M'Nulty*, P. currier, Chenies-st. Bedford-sq.—*Newman*, E. hay dealer, Westbury, Wiltshire.—*Nixon*, T. plumber, Kettering.—*Rhodes*, G. penknife cutler, Sheffield.—*Sladden*, H. I. assistant farmer, Herne, Kent.—*Sladden*, W. G. assistant farmer, Herne, Kent.—*Thurlow*, W. K. cow jobber, Chingford-green.—*Wall*, J. jun. carpenter, Bristol.

PETITIONS TO BE HEARD AT BASINGHALL-STREET.

Gazette, April 9.

Fryer, J. tobacconist, Cock-hill, Ratcliffe, April 17, at half-past eleven.—*Knight*, H. out of business, Maidstone, April 15, at eleven.—*Urne*, J. tailor, Union-st. Middlesex-hospital, April 15, at half-past eleven.

Gazette, April 12.

Andrews, W. corset trimmer, Winchester, April 23, at twelve.—*Atherley*, G. grocer, South-st. Chelsea, April 16, at one.—*Bendall*, J. tailor, Welbeck st. April 20, at twelve.—*Bensted*, J. S. accountant, Stoke Newington-road and Finsbury-st. April 20, at eleven.—*Butler*, S. J. watch maker, Worship-st. April 17, at one.—*Carter*, M. jun. M.D Reading, April 17, at eleven.—*Charlton*, W. carpenter and cab builder, Dorchester-place, New North-road, April 17, at two.—*Cheshire*, T. cabinet maker, Dunstable, April 17, at eleven.—*Church*, T. F. plumber, Rochester, April 17, at eleven.—*Collender*, W. painter and paper hanger, Edward-st. Limehouse, April 17, at two.—*Cooper*, T. pianoforte key maker, Chapman-st. Liverpool-road, April 16, at one.—*Cooper*, W. boot maker, Camden-st. Islington, April 17, at two.—*Drake*, J. beadle, Star-st. Paddington, April 17, at eleven.—*Durnford*, F. A. artist, Wandsworth-road, Mare-st. Hackney, April 20, at eleven.—*Ferrar*, E. W. lodging-house keeper, April 17, at eleven.—*Fish*, R. boot maker, Chatham, April 17, at one.—*Griffiths*, B. coach trimmer, Brewer-st. Pimlico, April 18, at two.—*Haslip*, H. cutler, High Holborn, April 20, at twelve.—*Huxford*, H. G. gas fitter, Broadway, Blackfriars, April 18, at two.—*Kelly*, J. C. S. livery-stable keeper, Wardrobe-place, April 20, at half-past eleven.—*M'Larty*, J. victualler, Ratcliffe-highway, April 17, at eleven.—*March*, T. warehouseman to a china dealer, Boyle-st. Burlington-gardens, April 17, at half-past one.—*Marriott*, W. jun. hat manufacturer, St. Andrew's-road, New Kent-road, April 20, at half past twelve.—*Oliver*, J. E. organist, Bayswater, April 20, at eleven.—*Pimm*, H. painter, Barking Church-yard, April 16, at half-past one.—*Price*, I undertaker, Stepney-green, April 17, at eleven.—*Quarrell*, J. clerk, Napier-st. Hoxton, April 16, at two.—*Rafley*, R. bricklayer, Deptford, April 17, at half-past one.—*Rusher*, A. coffee housekeeper, Leather-lane, April 17, at two.—*Sawyer*, E. quarryman, Long Crendon, April 17, at two.—*Scales*, J. land steward, Battle, April 16, at half-past one.—*Scott*, T. carpenter, Bishops Cleeve, April 17, at one.—*Stark*, J. Cowley Peachey, April 18, at twelve.—*Spiller*, J. J. attorney, Camomile-st. April 24, at eleven.—*Vinten*, J. bootmaker, Mount-st. Grosvenor-sq. April 17, at half-past eleven.—*Yeomans*, J. jun. Cole-st. North, Dover-road, April 18, at two.—*Young*, J. Panton-sq. April 16, at one.

FINAL ORDERS.

Gazette, April 9.

Carpenter, H. C. clerk, Cobourn-road, Mile-end, April 22, at twelve.—*Cauty*, W. in no trade or profession, Selwood-terrace, Old Brompton, April 17, at eleven.—*Cressy*, F. out of business, Great Burnstead, April 17, at eleven.—*Jenkins*, H. carrier, Tonbridge-wells, April 17, at eleven.—*Kington*, W. out of business, High-st. Newington, April 16, at half-past one.—*Ray*, W. farmer, Edgware, April 17, at eleven.—*Tackle*, R. baker, Deptford, April 17, at eleven. —*Terry*, G. saddler, Maidstone, April 22, at one.—*Thomas*, O. C. clerk, White Hart-court, Bishopsgate-st. April 22, at eleven.—*Wightwick*, R. carpenter, Maidstone, April 22, at half-past twelve.—*Woods*, J. baker, Colnbrook, April 22, at two.

Gazette, April 12.

Bremridge, R. bootmaker, Hampton, April 27, at twelve. —*Cooper*, W. baker, Ryde, April 27, at twelve.—*Drury*, H. captain in the navy on half-pay, Portsea, April 24, at three. —*Eastwood*, G. dealer in coins, Redcross-st. April 23, at half-past two.—*Gear*, J. professor of music, Howland-st. Fitzroy-sq. April 23, at eleven.—*Nurse*, C. piano maker, Maidstone, April 27, at twelve.—*Palmer*, R. omnibus conductor, West Ham, April 23, at half-past eleven.

PETITIONS TO BE HEARD IN THE COUNTRY.

Gazette, April 9.

Addey, J. jun. joiner, Selby, April 13, at eleven, Leeds.—*Bird*, E. attorney, Henstredge, April 12, at one, Bristol.—*Butt*, J. out of business, Harescombe, April 16, at half-past eleven, Bristol.—*Dobson*, W. flour dealer, Leeds, April 13, at eleven, Leeds.—*Griffith*, J. miller, [illegible], April [illegible], at eleven, Birmingham.—*Harrison*, J. farmer, Feliskirk, April 13, at eleven, Leeds.—*Hewitt*, G. beerhouse keeper and cowkeeper, Sheffield, April 13, at eleven, Leeds.—*Shaw*, J. fancy manufacturer, Kirkburton, April 13, at eleven, Leeds. —*Shepherd*, J. bootmaker, Huddersfield, April 13, at eleven, Leeds.

Gazette, April 12.

Brooke, I. stonemason, Bolton, April 18, at twelve, Manchester.—*Bryan*, T. cooper, Liverpool, April 16, at twelve, Liverpool.—*Burge*, J. jun. tailor, Weston super Mare, April 15, at twelve, Bristol.—*Clarkson*, J. bootmaker, Bradford, April 17, at eleven, Leeds.—*Colbeck*, W. clothier, Batley, April 17, at eleven, Leeds.—*Edwards*, J. out of business, Liverpool, April 16, at half-past twelve, Liverpool.—*Gaunt*, J. auctioneer, Pudsey, April 17, at eleven, Leeds.—*Gerard*, J. tallow chandler, Frome Selwood, April 19, at half-past eleven, Bristol.—*Grundy*, W. cabinet maker, Nottingham, April 17, at half-past twelve, Birmingham.—*Grierson*, J. draper's assistant, Huddersfield, April 20, at eleven, Leeds.—*Haddock*, S. [illegible], Nottingham, April 17, at one, Birmingham.—*Hornby*, F. [illegible], Manchester, April 18, at one, Manchester.—*Hughes*, H. [illegible] retailer, Liverpool, April 17, at twelve, Liverpool.—*Keys*, S. woollen spinner, Halifax, April 17, at eleven, Leeds.—*Masters*, J. jun. fancy soap maker, Bristol, April 19, at eleven, Bristol.—*Palmer*, W. huckster, Wolverhampton, April 18, at half-past ten, Birmingham.—*Parratt*, J. smith, Bradford, April 17, at eleven, Leeds.—*Pyrah*, W. mason, Bradford, April 17, at eleven, Leeds.—*Roberts*, W. farmer, Wickwar, April 19, at twelve, Bristol.—*Roebuck*, J. Shepley, April 17, at eleven, Leeds.—*Savage*, H. out of business, Ledbury, April 19, at half-past twelve, Bristol.—*Scott*, J. labourer, Halifax, April 17, at eleven, Leeds.—*Spensley*, R. innkeeper and tailor, Barningham, April 17, at eleven, Leeds.—*Thomas*, W. stone merchant, Eglwysilan, April 19, Bristol.—*Tolletson*, T. mason, Bradford, April 17, at eleven, Leeds.—*Walton*, J. butcher and innkeeper, Kirby Ravensworth and Birmingham, April 17, at eleven, Leeds.—*Young*, J. blacksmith, Calverley, April 17, at eleven, Leeds.

FINAL ORDERS.

Gazette, April 9.

Ave, J. boatswain, Mexboro', April 20, at eleven, Leeds.—*Chatwin*, T. brazier and huckster, Aston, April 20, at half-past ten, Birmingham.—*Gwinnett*, I. innkeeper, Ledbury, April 10, at one, Birmingham.—*Haywood*, J. clothier, Kirkburton, April 20, at eleven, Leeds.—*James*, E. the elder, cordwainer, Sheffield, April 20, at eleven, Leeds.—*Turnbull*, J. W. glove manufacturer, Exeter, April 30, at twelve, Exeter, aud. and div.—*Turnbull*, T. grocer, Shipton, April 20, at eleven, Leeds.—*Whittaker*, M. clothier, Dewsbury, April 20, at eleven, Leeds.

Gazette, April 12.

Barton, T. beer seller, Burslem, April 24, at half-past ten, Birmingham.—*Hill*, J. fruiterer, Rochdale, April 23, at twelve, Manchester.—*Hooper*, T. accountant, Eccles, April 24, at twelve, Manchester.—*Kerrison*, J. provision dealer, Hyde, April 25, at twelve, Manchester.—*Leach*, T. labourer, Rochdale, April 23, at twelve, Manchester.—*Lucas*, P. commission agent, Congleton, April 24, at twelve, Manchester.—*Manning*, C tailor, Southmolton, April 24, at twelve, Exeter.—*Stammers*, J. out of business, Bridgetown, April 24, at twelve, Exeter.—*Taylor*, G. butcher, Prestbury, April 24, at one, Manchester.—*Turner*, J. shoemaker, Mottram in Longdendale, April 24, at twelve, Manchester.

TO BE HEARD BY ORDER OF COURT.

Town.

The following Prisoners, whose Estates and Effects have been vested in the Provisional Assignee by Order of the Court, having filed their Schedules, are ordered to be brought up before the Court in Portugal-street, to be dealt with according to the Statute.

Gazette, April 9.

Court-house, Portugal-street, May 2, at nine.

Allnett, H. out of business, Bishop's-walk, Lambeth.—*Bedwell*, W. labourer, Cold Harbour-lane, Camberwell.—*Chester*, G. silk weaver, 10, Camden, Bethnal-green-road.—*Collins*, C. out of business, Ratcliffe-highway.—*Dimond*, J. hotel keeper, New Ormond-st. Queen-sq.—*Gibson*, T. grocer, Lower-marsh, Lambeth.—*Hughes*, W. billiard cue maker, York-terrace, Chelsea.—*Just*, G. gas-burner maker, Regent-st. Horseferry-road.—*Kiss*, P. lodging-house keeper, Noel-st. Islington.—*Long*, J. labourer, Victoria-road, Pimlico.—*Middip*, T. carpenter, Windsor-st. Islington.—*Stone*, S. gardener, Duke-st. Lisson-grove.

Same hour and place, May 3.

Atkinson, T. carrier, Turnham-green.—*Bal*[illegible], boot maker, George-st. Marylebone.—*Bennett*, E. out of business, Sutton-st. York-road.—*Davis*, H. jun. milliner, West-place, Pentonville.—*Day*, C. auctioneer, Christchurch-passage, Newgate-st.—*Dermer*, T. S. rope dealer, Jamaica-row, Bermondsey.—*Fox*, E. A. widow, Moon-st. Islington.—*Hart*, C. dealer in grocery, Deverell-st. New Kent-road.—*Hart*, J. plumber, Queen-st. Finsbury-market.—*Pownall*, W. milkman, Bird's-place, Camberwell.—*Sargood*, T. A. law student, South-sq. Gray's-inn.—*Whittaker*, E. ladies' boot and shoe maker, Drury-lane.

Gazette, April 12.

Court-house, Portugal-street, May 6, at nine.

Bingham, J. laundress, College-st. West, Camden-town. —*Cobb*, J. attorney, Notting-hill and Clifford's-inn.—*Denham*, B. E. jun. clerk, Bull and Mouth-st.—*Francis*, J. fruiterer, Blackheath-road.—*Guyenette*, F. J. debt collector, Cursitor-st.—*Hanbury*, H. saw maker, Hart-st. Covent-garden.—*Leech*, R. out of business, Adam-st. New Kent-road.—*Lewis*, J. sen. bricklayer, Providence-buildings, New Kent-road.—*Muggeridge*, R. traveller, King's-row, Walworth.—*Newbould*, T. out of business, Whittlebury-st. Euston-sq.—*Pare*, J. manager of the Barley-mow, Salisbury-court, Fleet-st.—*Filley*, J. fruiterer, Skinner's-place, Leadenhall-market.

Same hour and place, May 7.

Blake, W. R. carpenter, John's-place, Holloway.—*Brashier*, W. sen. cabinet maker, Brad-st. Cornwall-road.—*Broadhurst*, J. china dealer, Dorset-crescent, Hoxton New-town.—*Cohen*, J. foreman to a [illegible] merchant, Saffron-hill.—*Eagle*, E. accountant, Surrey-grove, Old Kent-road.—*Moses*, M. furrier, Charlotte-st. Old-st.-road.—*Nicks*, H. out of business, Houndsditch.—*Price*, T. jun. clerk, Alfred-place, Blackfriars-road.—*Simmons*, G. surgeon, Seymour-st. Euston-sq.—*Stathers*, E. coal dealer, Crawford-st. Bryanstone-sq.—*Weaver*, J. fruiterer, Bedford-court, Covent-garden, and Covent-garden-market.—*Wetenhall*, W. out of employment, Princes-road, Kennington.

From the Gazette of Friday, April 19.

Bankrupts.

Battye, J. linen draper, Courtney-terrace, Kingsland.—*Waller*, M. patent electro plater, Percy-st. Tottenham-court-road.—*Carpenter*, J. surgeon, Rothwell, Northamptonshire. —*Sper*, J. J. I. undertaker, Blackfriars.—*Todd*, J. dealer, Hartfield, Sussex.—*Allinson*, R. ironmonger, Whitehaven.—*Payne*, W. builder, Newcastle-upon-Tyne.—*Slack*, J. filtering machine manufacturer, Manchester.—*Rothery*, G. currier, Wakefield.—*Desset*, J. brewer, Chepstow, Monmouthshire.—*Atkins*, J. beer-house keeper, Aston, Warwickshire.—*Diment*, J. and *G*[illegible], J. plasterers, Bristol.—*Mallalieu*, J. cotton spinner, [illegible]-by, Halifax.—*Lord*, J. B. and *Coghlan*, M. cloth manufacturers, Meltham, Yorkshire.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.

HOUSE of LORDS by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JAMES A. FOOT, Esq. of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N. B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

March 8, 13, *and* 15.

SMITH *v.* HENLEY.

Enforcing lost agreement—Evidence of payment of stamp duty—Secondary evidence—Specific performance—Parol agreement in part performed—Practice—Costs.

Where an instrument has been lost, the rule is to presume that it was duly stamped; and the onus of proving the contrary lies upon the party who objects that the lost document was unstamped; but where circumstances are proved which raise a strong presumption that the document was never stamped, the burden of proving it to have been stamped lies on the party adducing secondary evidence of the lost instrument.

Where a lost instrument is shewn to have been unstamped, secondary evidence of its contents cannot be received.

Where there has been a treaty and a subsequent written agreement, the parties cannot, after the loss of the written agreement, rely on the treaty and part performance, as a parol agreement in part performed.

When the plaintiff relies upon an agreement admitted in the defendant's answer, such admission must be distinct and clear, so that the Court can, with reasonable certainty, make out the terms of the contract it is asked to enforce.

The answer may be read on the question of costs, but evidence not used on the hearing cannot be looked at.

This was an appeal from the decision of the Master of the Rolls; the suit had been instituted to compel specific performance of an agreement for a lease, which had been contracted to be granted by one Ede, under whom the defendant claimed, and to restrain an action of ejectment which had been commenced by the defendant to recover possession of the premises. Ede, the deceased landlord, had in 1836 employed Warren, an auctioneer, to let a messuage, paddock, and premises at Isleworth, who advertised the property. The plaintiff having applied by letter of the 8th of Feb. 1838, to know the terms, to which Warren replied that the rent was 80*l.* a year, and stated some other particulars, an agreement for a lease of twenty-one years was soon afterwards signed by Warren on behalf of Ede, and by the plaintiff, which was left with Warren. The plaintiff then took possession, and found that the premises were much out of repair, and he complained upon the subject to Warren, which produced a letter from Ede of 8th May, 1838, authorising the plaintiff to do the necessary repairs. The agreement, in the meantime, had come into the possession of Farnell, a solicitor, to enable him to prepare the lease on behalf of both parties. In August 1838, Ede called on Farnell, and obtained from him the agreement, stating his dislike to plaintiff, his determination not to grant the lease which had been agreed on, and his intention to destroy the agreement. Ede took the lease away with him; it had not then been stamped. Warren had been examined, stated the general terms of the agreement, and proved the previous correspondence with the plaintiff. The Master of the Rolls had decreed a specific performance of the agreement for a lease according to the terms stated by Warren; from that decree the defendant appealed.

Wakefield and *Heathfield*, for the appeal, objected that the agreement had not been stamped, and therefore secondary evidence could not be given.

K. Parker and *Bacon*, in support of the decree, cited and referred to *Rippener* v. *Wright* (1 Barnewell & Alderson), *Owen* v. *Thomas* (3 Mylne & Keen, 353); *Huddlestone* v. *Bristol* (11 Vesey, 583); *Hart* v. *Hart* (1 Hare).

The LORD CHANCELLOR, during the argument, said the onus of proving that the agreement was stamped is thrown upon the plaintiff. A written agreement was handed to Ede to be carried into effect; the parol agreement before, which is said to have been in part performed, was in the nature of a treaty. The parties treat together, and their agreement is reduced into writing, you cannot, under such circumstances, shew a parol agreement. I do not know what the parol agreement is; a second agreement in writing has been entered into,—it must be proved that they correspond. It is clear that an agreement was drawn up and signed, and to enforce such an agreement you must produce it, or give evidence of its contents. The other side say that the original was not stamped, and a case in the Court of King's Bench is referred to, to shew that it cannot be given in evidence. It is true, the onus of proof lies in the first instance on the party saying the instrument is not stamped; but here they prove that it was not stamped when in the hands of Farnell, or when taken away by Ede. That is enough to throw the onus on the plaintiff to prove that it was stamped. The general rule is, that a lost instrument is assumed to have been duly stamped, unless the contrary is shewn: here it is shewn. In *Hart* v. *Hart* the Vice-Chancellor lays down the rule, that an unstamped agreement, though proved, is not evidence. Here it is proved that Ede wished to put an end to the agreement, and took it away to prevent its being put in force. I come to the conclusion, that it never was stamped, and I am therefore in the same position as in the case in the King's Bench. I do not think a Court has any thing to do with the question of stamp; it is a positive law of revenue. You may stamp a copy, and then give evidence of its contents.

March 15.—The LORD CHANCELLOR.—Have you any cases in which stamped copies have been received in evidence? I may direct the cause to stand over to have an instrument stamped. If Mr. Warren can only state the substance, it can only be read as a copy; then he must be examined to state what the agreement was.

Bacon.—Mr. Warren states that it was a lease for seven, fourteen, or twenty-one years, the other provisions might be settled by the Master. (*Sampson* v. *Bromley*, 2 Vernon; *Sayer* v. *Pierce*, 1 Vesey, sen. 232; *Whitfield* v. *Faussel*, *ibid.* 387—389; *Cole* v. *Gibson*, *ibid.* 503; *Shutterley* v. *Pooley*, 5 Carrington & Payne).

The LORD CHANCELLOR.—I cannot overcome the difficulty arising out of the Stamp Act; the Legislature says instruments shall not be received in evidence when unstamped. The only question, as it appears to me, is, whether it is proved that this deed was not stamped. I shall require very strict proof; I must be satisfied that it was not stamped. The onus rests on the defendant to prove it not stamped; but unless the plaintiff can prove his agreement, or give a copy or parol evidence of its contents, how can it be enforced?

Bacon.—We rely on the admission of the agreement contained in the defendant's answer.

Wakefield, in reply.

The LORD CHANCELLOR.—There was some agreement relating to a piece of land, but the terms do not appear. It must be made out beyond reasonable doubt that it was not stamped, that the objection should prevail. Now what is the evidence? When in Mr. Farnell's possession it was not stamped; Ede, when he received it, said the plaintiff should never see it again; it is therefore impossible to presume that he intended to get it stamped, and I cannot come to the conclusion that he took it to be stamped. Then I must conclude that it never was stamped, and if so, a copy of its contents cannot be given in evidence. The plaintiff is therefore driven to rely on the admissions in the defendant's answer, and if I can make out an agreement from the answer with reasonable certainty, that would be conclusive. But the defendant's admissions are too vague and uncertain, and I should not be justified in decreeing a specific performance upon those admissions.

Wakefield asked that the bill might be dismissed with costs.

The LORD CHANCELLOR.—As you have relied on the objection, and the party the defendants represent said the plaintiff should not have the agreement, there must be no costs. If the defendant will waive the objection as to the stamp, the case may be heard upon the merits. How can the defendant have the costs of the appeal when it was his fault that the same objection was not taken at the Rolls?

Wakefield proposed to read the cross examination of Mr. Farnell, the solicitor, to shew misconduct on the plaintiff's part.

The LORD CHANCELLOR.—You cannot read the cross-examination of a witness before his examination in chief has been used. I have always understood that the answer might be read with a view to costs, but I never understood that evidence might be so read. I never heard the attempt made before. The objection arises from a mere accident; Ede abstracted the agreement and prevented the other party from stamping it. *The bill must be dismissed.*

ROLLS COURT.

Friday, March 29.

BELCHER *v.* WHITMORE.

Interlocutory application for an order to produce papers and make preliminary inquiries to ascertain the proper parties to the suit.

An order for preliminary inquiries as to parties, &c. will not be made unless it can be shewn that some useful purpose will be served thereby, and unless there appears primâ facie to be some foundation for plaintiff's claim; but where the defendant by his answer positively and directly denies the plaintiff's title, no such order will be made.

In this case *Purvis* (*Prior* with him) moved for an order upon the defendants to leave certain documents relating to the cause with the clerk of the records and writs, and also for a reference to the Master to inquire when Frances Whitmore died, and what children she had, &c. The plaintiffs are the assignees of Whitmore, Wells, and Co. bankers, against whom a fiat in bankruptcy was issued in 1841. The bill was filed against several parties claiming to be beneficially interested in, and against the trustees of, a policy of assurance for 5,000*l.* On the marriage, in 1819, of Edmund Whitmore, one of the partners of the firm, the sum of 10,000*l.* stock was settled to the use of himself, his wife and children, in the usual way, with a power of appointment among the children to the husband and wife, and survivor. In 1835, the policy in question was assigned to trustees on the same trusts as those of the marriage settlement. Mrs. Whitmore died, leaving, it was said, seven children. On the 11th of March, 1835 (six days after the assignment of the policy), Mr. Whitmore, on the occasion of the marriage of his daughter Caroline, executed his power of appointment over the stock and policy, and the moneys secured by it, and thereby appointed one-seventh of the whole to the trustees of his daughter's marriage settlement, without prejudice to any claims afterwards. The trusts of this latter settlement were in favour of the husband, and wife, and children, in the usual way. The bill sought to set aside the deed of assignment of the policy of assurance, as fraudulent against the creditors of the bankrupts, E. Whitmore being at the time insolvent, and as having been made for a voluntary consideration; and the motion now made had for its object to obtain an order for an inquiry as to who were the surviving trustees of the original settlement, the objects of the trusts of both settlements, &c. with a view to have all proper parties before the Court; that being necessary, inasmuch as their interests were sought to be affected. The production of certain documents was also asked and conceded, without opposition by the other side.

Kindersley, *Turner*, and *Freeling*, opposed the motion. The inquiry is, or may turn out at the hearing to be useless, and, at all events, it is not absolutely necessary that an inquiry should then be directed, so that it is premature. Besides, to entitle the plaintiffs to come here by an interlocutory application for an order of this kind, they should have made out

a *primâ facie* case on which to ground it; but that they have not done, for the insolvency at the assignment of the policy is expressly denied in the answer, and as to the consideration for the settlement being voluntary, the contemporaneous settlement on his daughter by Mr. Whitmore, so far as concerns her and her children, is an answer to that allegation. The plaintiff, therefore, has no title and no foundation for his claim.

They cited *Hawkins* v. *Hawkins* (1 Hare, 543); *Topham* v. *Lightbody* (1 Hare, 289); *Frost* v. *Hamilton* (4 Beav. 33); and *Breeze* v. *English* (2 Hare, 118).

Purvis, in reply, contended that in *Topham* v. *Lightbody* the question between the parties was the very point in issue in the cause, and the same thing might be said of *Frost* v. *Hamilton;* but here the point is only collateral to the issue; in fact, being only sought with the view of accelerating the suit, by removing obstacles at the hearing, and preventing the necessity of a reference then, for the purpose of adding parties.

The MASTER of the ROLLS.—The plaintiffs' object by this motion is to accelerate the cause by rendering it unnecessary to direct at the hearing these preliminary inquiries, and to enable him to have all proper parties before the Court. Such inquiries, however, are not to be granted where no useful purpose is shewn to be thereby attained, nor where the plaintiff has failed to make out a foundation for the title under which he claims. Now here the foundation of the plaintiffs is the alleged insolvency of the settlor at the date of the assignment of the policy. This question is to be litigated, and the right cannot be determined till after the hearing. In the meantime it is absolutely denied by the answer; and as the inquiry must be directed, if at all, on the statements contained in the answer, it is obvious the motion in this case cannot be supported. It may possibly happen, indeed, at the hearing, that some of the defendants, who are now objecting to the motion, may urge an inquiry such as that now sought, upon the ground that all proper parties are not before the Court; but, then, how are they to obtain it? Why, only because it may be necessary in reference to the questions in issue between the parties, and because they may be able to shew, *primâ facie*, a good case for making the inquiries. But it may turn out quite otherwise, and no inquiry at all may be needed; for if the plaintiffs come to a hearing with their case insufficiently supported by evidence, and the defendants, on the other hand, denying his title, bring forward good evidence to rebut his, the bill will be dismissed, and there will be an end of the matter. I think, as the case stands, I ought not to make an order for these preliminary inquiries. The motion must be dismissed as to these; as to the production of the papers, it is conceded. The costs must be reserved till the hearing.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Wednesday, April 17.

We subjoin, as we promised in our last, a note of the few cases disposed of on Wednesday the 17th and Thursday the 18th instant, in which any points of law were decided.

DOE *dem.* STARLING *v.* HILLIER.

What protected as a privileged communication.

Andrews, Q.C. moved to set aside the verdict for the plaintiff, and for a new trial, on the ground of the improper reception of evidence. The question was, whether an account sent to the testator of the lessor of the plaintiff by the attorney of the defendant, at the desire of the defendant, but as the witness on his cross-examination said, with a view to a compromise, which was not effected, wherein an admission which established the title set up by the lessor of the plaintiff was made, was a privileged communication.

The COURT was of opinion that it was not.

Rule refused.

DIBB *v.* BURGESS.

Statute of Limitations—Payment.

J. Addison moved to set aside the verdict and enter a nonsuit. The action was in debt for goods sold and delivered, and on an account stated. *Pleas*, never indebted, and the Statute of Limitations. The plaintiff sued as surviving partner of Emanuel Dibb, who died in February 1839, for money due from the defendant, who was a publican, for liquors supplied to him. The evidence given for the purpose of taking the case out of the Statute of Limitations, was an entry dated June 1839, in the book of the publican, on the credit side of the account, for refreshment supplied to the son of Emanuel Dibb, who was clerk to the plaintiff, and his father; a mode of payment which had been made in the lifetime of Emanuel Dibb, and for the last time in the year 1833. The learned judge who tried the case (*Rolfe*, B.), left it to the jury to say whether the entry in question shewed a mutual credit or payment. It was submitted that this was a point of law for the judge to decide; and also that an acknowledgment of payment, after the death of Emanuel Dibb, was not sufficient to take the case out of the statute.

By the COURT.—A payment is sufficient; and payment may be made at any time and in any manner. The transaction of 1833 shews what was meant. The question was one of fact, and was rightly left to the jury. *Rule refused.*

DOE *dem.* BRICE *v.* BRICE.

If a deed be produced from the right custody, and possession has gone in accordance with its provisions for a great number of years, it will be presumed to have been duly executed, though the seals appear to have been torn off, and no explanation is given of the cancellation; nor will it be necessary after such a lapse of time to prove seisin in the original grantor.

This was a rule to set aside the verdict for the plaintiff and to enter a nonsuit, or verdict for the defendant. The points were, first, whether the production from the custody of the family attorney of a lease and release, being the settlement under which the plaintiff claimed, and from which the seals had apparently been cut off, but without any explanation of the cancellation, coupled with evidence of possession for a hundred years, in accordance with the provisions of these indentures, was sufficient evidence that these deeds were duly executed; and secondly, whether it was necessary to prove seisin in the original setlor.

Rule refused.

On two other points, *Rule nisi.*

LEVIEUX *v.* BARFIELD.

Statute of Limitations—Construction of the exception in favour of plaintiffs beyond seas.

This was an action by a banker at Calais, to recover the sum of 6,650 francs for principal and interest. The defendant pleaded *inter alia* the Statute of Limitations, to which the plaintiff replied, that at the said time, &c., he resided, and always since hath resided, and still does reside, beyond seas. The verdict was for the plaintiff.

Platt, Q.C. now moved for a new trial, or to reduce the damages, on the ground that the plaintiff had sued for and recovered more than legal interest; on which ground the Court granted a rule *nisi*. He also moved to arrest the judgment, on the ground that the exception in the Statute of Limitations extended only to cases where the plaintiff was *temporarily* absent beyond the seas at the time at which the action occurred, and not to the case of a plaintiff who was permanently resident abroad. *Rule refused.*

Thursday, April 18.

DOE *dem.* BAKER *v.* RAWLINS.

Production of title-deeds in evidence.

Barlow moved to set aside the verdict for the plaintiff, and for a new trial, on the ground of the improper rejection of evidence.

The plaintiff claimed as mortgagee under an indenture of mortgage executed in 1843. The defendant was in possession as tenant under an *elegit* in 1843, and derived title under a marriage settlement, in the trustees of which settlement it was contended the legal estate was outstanding. For the purpose of proving this, an attorney of the name of Tilson, who was a trustee of the settlement, was called to produce the deed in question; but the plaintiff objected that it was part of his title, and that the witness held it as trustee and solicitor for him, and that he ought not, therefore, to be compelled to produce it. The learned judge who tried the cause told the witness that he could not be compelled to produce it, as it was part of his (the witness's) title-deeds; and the deed was not produced, although the witness had not previously objected to produce it. It was submitted that this evidence ought to have been received. No doubt the witness had been solicitor to the lessor of the plaintiff, but he held the deed as trustee for the defendant, and ought, therefore, to have been compelled to produce it.

Case cited, —— v. *Howell*, 6 Bing. N. C.

Rule refused.

LOW *v.* BROWN.

Where a brief was delivered after a cause had been taken out of its turn as an undefended cause, the Court refused a new trial.

Hurdlestone moved for a new trial. The cause stood sixth in the cause-list, and a brief had been delivered to counsel in the forenoon of the first day for the trial of causes on behalf of the defendant. The brief was delivered in the Crown Court, but the learned counsel immediately proceeded to the *Nisi Prius* Court, when he found that the cause had already been taken out of its turn as an undefended cause, and a verdict returned for the plaintiff. It must be admitted that it was not sworn that the brief had been delivered before the cause was tried; but, if the cause had not been taken out of its turn, it would have been delivered in time. *Rule refused.*

COLLINS *v.* WESTERN.

If a memorandum be produced to refresh a witness's memory, the counsel for the party against whom it is produced may cross-examine upon it, and submit it to the jury, for the purpose of testing the accuracy of the witness, without entitling the opposite party to a reply.

Flood moved to set aside the verdict for the plaintiff, and for a new trial.

A witness for the defendant had referred at the trial to a book of accounts to refresh her memory; and the counsel for the plaintiff, in his reply to the jury, had commented at great length on this book, which had been subsequently submitted to the jury. He submitted, that if the book was put in evidence at all, it became the evidence of the plaintiff, and that he, the learned counsel, ought to have been permitted to address the jury upon it.

By the COURT.—A memorandum produced to refresh a witness's memory is not evidence for all purposes, but the counsel for the opposite party has a right to cross-examine upon it, and comment upon it, and submit it to the jury for the purpose of examining its fitness for this purpose, and testing the correctness of the witness; and he does not, by so doing, entitle the counsel producing it to address the jury in reply to his observations. *Rule refused.*

Friday, April 19.

WEBBER *v.* PRELLETT.

Construction of contract.

Baines, Q. C. moved for a new trial, or to reduce the damages, on the ground of misdirection.

The question was upon the interpretation of a contract, made by the plaintiff, to furnish the defendant with certain quantities of salt, at any part of the year 1843, at the rate of nine shillings per ton, but the defendant to have the benefit of the market price for the time when he should order the salt, if it should be less than nine shillings. It was proved that the only sales which had taken place for a month before were at six shillings per ton; but it also proved that those sales were very small, and that there had been a general disinclination and refusal among the salt-dealers to sell at that sum. The learned judge (Coltman, J.) told the jury that they might calculate the real value at the time to be something above the price at which those sales had been effected, and the jury accordingly found a verdict for the plaintiff calculated at seven shillings per ton. It was now contended for the defendant, that the actual sales of salt were the only standard upon which the amount could properly be computed.

Martin, Q. C. then applied to the Court only to grant the rule upon 423*l*. for which judgment had been allowed to go by default, being paid by the plaintiff to the defendant. *Cur. adv. vult.*

DUNCAN *v.* LOUGH.

Right of way—Co-existence of public with private way.

The *Solicitor-General* moved to enter a verdict for the plaintiff, pursuant to leave reserved on those issues found for the defendant at the trial, before Wightman, J. at the last sitting in London.

The action was on the case for obstruction of a right of way which the plaintiff claimed as appurtenant to a house of the plaintiff in Buckingham-street, Strand, along Buckingham-street, and through a certain iron gate on to and along a certain terrace on the banks of the Thames.

The way claimed by the plaintiff was a private way, and as that part of it which passed along Buckingham-street was a public highway, it was contended that the way alleged was not made out.

Lord DENMAN mentioned a case in which it was held that a private way having existed before the dedication of a road to the public, might continue to co-exist with it. (*Allen* v. *Ormond*, 8 East, 4.)

The evidence of the dedication of Buckingham-street was much more recent than that of the private way. *Rule nisi.*

In this case, *Platt*, Q. C. afterwards moved to enter a verdict for the defendant on the remaining issues, or for a new trial, and obtained a

Rule nisi.

POW *v.* TAUNTON and OTHERS.

S. Temple, on behalf of the defendants, against whom the verdict had been found at the trial, moved for a new trial.

The case was tried before Rolfe, B. at Liverpool, and a verdict found for some of the defendants, and against the rest. It was an action for the infringement of a patent for improvements in the construction of windlasses for ships. It was contended at the trial on the part of the defendant that the invention of the plaintiff was merely the application of old principles to new purposes, and that in order to constitute the subject of a patent, both the principle and the purpose must be new.

The learned judge did not coincide in this view of the law, and the jury, under his direction, found for the plaintiff against several of the defendants. (*Saunders* v. *Aston*, 3 B. & Ad. 881; *Losh* v. *Hayne*, 1 Webster's Cases on Patents.) *Rule nisi.*

AIKIN and ANOTHER v. FAITH and ANOTHER.

Admissibility of witness—Privity of contract.

Martin, Q.C. moved for a new trial on the ground of improper reception of evidence and misdirection.

The plaintiffs are ship-brokers in Liverpool. The action, which was tried at the last assizes at Liverpool, was *assumpsit* for commission. Defendants were part owners of a vessel, called the *Taglioni*.

In 1840, a merchant in Liverpool desired the plaintiffs to charter a vessel for him to proceed to the East Indies. After considerable negotiation with the firm of Chapman and Willis, the ship-brokers, at Liverpool, of the owners of the *Taglioni*, she was chartered for the voyage. She was subsequently sold to the merchant. No application was made for the commission until October 1843, when, after some correspondence, defendants offered to pay plaintiffs half the commission. At the trial, Mr. Willis, one of the brokers of the defendants, was called for the plaintiff. On the *voire dire* he stated, that by the custom of Liverpool, the whole of the commission was paid by the shipowner to the broker of the merchant, and that afterwards half the commission was paid by the merchant's broker to the shipowner's broker. He also stated that if the plaintiffs succeeded in this action, he would be entitled to such half, and that if he did not succeed, he should get nothing. It was then objected that Mr. Willis was a person on whose behalf the action was actually brought, and, therefore, within the exception in Lord Denman's Act, and was still, even since that Act, an incompetent witness. The learned judge, however, admitted the evidence. Mr. Willis then proved the facts, and it appeared that the plaintiffs were employed by the merchant only, and not at all by the defendants; but that by the universal custom of Liverpool the plaintiffs would be paid by the defendants as above stated. It was contended for the defendants, that there was no privity of contract between them and the plaintiffs; but that, on the contrary, it was the duty of the plaintiffs to act adversely to the defendants by getting the vessel chartered at as low a rate of freight as possible. The defendants did not live or carry on business at Liverpool, and were not shewn to be cognizant of the custom. *Rule nisi.*

FOPPING v. HAYTER.

Bill of sale—How far fraudulent against future creditors.

Knowles, Q.C. moved for a new trial on the ground of misdirection. The action was for goods sold and delivered, to which the defendant pleaded, first, never indebted; second, that the goods were the goods of one W. J. whose agent the plaintiff was for the purpose of selling them, and that W. J. was indebted to defendant in a greater amount than the sum in which defendant was indebted in respect of the goods, and that defendant offered to set-off and allow to W. J. and the plaintiff as his agent the amount of the said goods. The plaintiff, by his replication, denied that they were the goods of W. J.

The cause was tried at Carlisle before Rolfe, B. It was proved that in 1839 W. J. was a tenant of the plaintiff at Port Carlisle; that his goods were seized by an execution creditor, that the plaintiff gave notice of rent due to him; and that the creditor in consequence withdrew his execution; that W. J. then persuaded the plaintiff not to distrain, but to take a bill of sale of the goods; and that W. J. then continued to occupy the plaintiff's house as a ready-furnished one. The defendant did not become a creditor until after these transactions. Rolfe, B. directed the jury that if they thought the bill of sale a fraudulent one, it conveyed no property to the plaintiff, and that they must find for the defendant. For the plaintiff it was contended that the verdict was against evidence, and also that the judge should have told the jury that the defendant, having bought the goods from the plaintiff, was estopped from saying that they were not his; and also that even if the bill of sale was fraudulent, as against the creditors existing at the time of its execution, it was not void as against those who only became so afterwards.

Stat. 13 Eliz. c. 5 was cited. In the course of the case Lord Denman cited *Carr* v. *Hinchcliffe* (4 B. & C. 547). *Twyne's case*, 1 Smith's Leading Cases, was also cited. *Rule nisi.*

PURCELL v. CUMMIN.

Biggs Andrews moved for a new trial, on the ground that the verdict was against evidence. The cause was tried before Patteson, J. at the last assizes at Buckingham, and a verdict found for defendant. The learned judge was not dissatisfied with the verdict.

Rule refused.

The COURT here announced that business would be taken in the ordinary way; but that whenever the business of the day failed they would call on the new trial paper.

DOE *dem.* ——— v. MONTAGUE.

Platt, Q. C. moved to set aside a nonsuit, and for a new trial. The case was tried before Lord Denman at the last assizes in Kent. It was by landlord against tenant. The plaintiff relied on a disclaimer, which turned out to have been made three days after the day of the last demise. *Rule refused.*

DOE *dem.* TEBBUTT v. ———

Platt, Q.C. moved to set aside a nonsuit tried before Lord Denman at the sittings in Middlesex.

Rule nisi.

BUNNETT v. BREES.

If counsel sit by and hear the judge direct the jury as to what appear to him to be the questions raised by the parties, he should object to it at the time, and not afterwards.

Alexander moved for a new trial, on the ground of misdirection, surprise, and verdict against evidence.

The case was tried before Wightman, J. at the last sittings at Guildhall, and a verdict found for the defendant. Action for goods sold and delivered.

Plea, non-assumpsit.

The question was, whether certain plate-glass and iron shutters had been supplied by the plaintiff to the defendant, or to a person named Couchman, who had made some alterations in the defendant's shop. There was some slight difference in the evidence between the facts which applied to the glass and those which related to the shutters, but the only question made to the trial was, whether the defendants were or were not liable for the whole. After the jury had been out of Court for an hour, they returned and asked the judge whether they might find for the plaintiff for part of the demand. The judge told them, in the presence of the plaintiff's counsel, that the only question between the parties seemed to be, whether there was any liability. The counsel said nothing. This was the misdirection now complained of.

Alexander contended that the judge should have pointed out the difference in the evidence.

WIGHTMAN, J.—That was as the case was treated by the counsel on both sides. The counsel were present, and they had always said that there was no other question. I took your sitting quiet as an assent.

Lord DENMAN.—When the jury come in and say, "Are we bound to find for the whole or not?" if the counsel sits by and says nothing, it is to be presumed that he is satisfied with what is done. It does not follow that the jury would have found that way at all.

Alexander.—It would have been most unseemly and indecorous in me to interfere.

Lord DENMAN.—Not at all. I do not think so. Counsel often, in the excitement of a cause, interrupt judges in summing up when they had better not do so, but in this case you would have been perfectly justified.

The rule was then granted on the two other grounds.

Rule nisi.

DUNNILOW v. LEES.

The clause in the Court of Requests Act (48 Geo. 3, c. 110), which provides that no person shall act as commissioner unless possessed of certain property "above all charges and incumbrances," and that "proof of such qualification shall be on the defendant," means merely that he shall prove affirmatively that he has such property.

Godson, Q. C. moved for a new trial, on the ground of misdirection and improper rejection of evidence.

It was an action brought under the Stafford Court of Requests Act (48 Geo. 3, c. 110), to recover penalties for acting as a commissioner of the court without a qualification. The clause provided that no person should act as a commissioner unless he was possessed of certain real or personal property, as therein mentioned, "above all charges and incumbrances whatever:"—

"And in every such action the proof of such qualification shall be on the defendant, and it shall be sufficient for the plaintiff to prove that the person had acted as a commissioner in the execution of this Act."

PARKE, B. before whom the cause was tried, and a verdict found for the defendant, refused to permit a witness to be asked whether the defendant's firm had not debts exceeding their property. He told the jury that the statute provided that the defendant must possess certain real or personal property above charges or incumbrances; but that those words must be construed strictly, and did not mean just debts.

Lord DENMAN.—It may mean mortgages, but not debts.

PATTERSON, J.—Possibly judgment debts might be within the meaning.

Lord DENMAN.—It appears to me that the judge was quite right. Charges and incumbrances mean specific charges on the property which he is shewn to possess. How is a man to perform an impossibility? If he has no debts, how could he prove it?

PATTERSON, J.—The clause which throws the *onus* on the defendant must mean merely that he shall prove affirmatively that he has that property.

Rule refused.

HARBORD v. EDGINGTON.

Godson, Q. C. moved for a new trial, on the ground of a verdict against evidence and excessive damages.

The case was tried at Gloucester, before Parke, B. It was an action for breach of promise of marriage. The defence was, that the plaintiff was not a person of sober and temperate habits; but, on the contrary, was in the habit of being frequently intoxicated. The jury found for the plaintiff 200*l.* damages.

Cur. adv. vult.; afterwards, rule refused.

BANKS v. DARLING.

Byles, Serjt. moved for a new trial. The case had been twice tried at the Suffolk assizes, and each time the verdict was for the defendant.

Rule refused.

DOE *dem.* MATSON v. GLADWYN.

Lease—Covenant to insure.

James moved to enter a verdict for the defendant or a nonsuit, pursuant to leave reserved at the trial.

The action was tried before Lord Denman at the last assizes for the county of Kent. The plaintiff sought to recover the property in question from the defendant, who held it by a lease from the former owner, from whom the plaintiff had bought the reversion. The lease contained a covenant to insure the property in a particular manner, which had never been strictly observed or insisted upon by the original lessor; but immediately upon the plaintiff's becoming entitled to the reversion, he sought to avail himself of this as a forfeiture of the defendant's term. For the defendant it was contended that as the strict performance of the covenant had been dispensed with by permission of the lessor, he had a right to some notice before the omission could be taken advantage of.

DENMAN, C. J.—I thought it a most cruel advantage to take at the trial; but my impression was, that as it was insisted upon, it was in strictness a forfeiture. *Rule nisi.*

DOE *dem.* SWINTON v. COOKE.

Witness—Admissibility of a lessor of the plaintiff as a witness for the defendant.

Miller moved for a new trial, on the ground of the reception of improper evidence.

The cause was tried before Tindal, C. J. at the last assizes at Lincoln, and a verdict found for the plaintiff. The defendant called as a witness one of the lessors of the plaintiff, who was objected to on the part of the plaintiff, but admitted by the judge.

Miller.—There are a great many cases as to the admissibility of a party to the suit who has allowed judgment to go by default. I can, however, find no instance where an existing party to the suit has given evidence. It would be contrary to the policy by which parties to the suit are excluded from giving evidence on either side, and would subject them to the very temptations which the law, by their exclusion, seeks to avoid.

PATTESON, J. cited *Norden* v. *Williamson* (1 Taunton).

Miller.—In that case both parties were willing.

PATTESON, J.—Is it not a mere personal privilege, which the party himself may waive without the consent of his co-plaintiffs?

Case cited: *Waller* v. *Jones* (9 Bing. 395).

Cur. adv. vult.

REG. v. MORTLOCK.

Gunning moved for a new trial, or to enter a verdict for the defendant, or to arrest the judgment. It was an indictment for disobeying an order of sessions; and the question was, whether the order appeared upon the face of the indictment or upon the evidence to have been sufficiently served upon the defendant.

Cases cited: *Rex* v. *Smithies* (3 T. R. 351; *Reade* v. *Dean* (7 Dowl. & R. 602, 2 M. & W. 319).

Rule nisi.

DOE *dem.* MONK v. BEATTIE.

Udall moved for a new trial on the ground of misdirection.

The cause was tried at the last assizes for Northumberland, and a verdict found for plaintiff. It appeared that defendant took possession of the premises on the 12th May, 1840, under a lease for one year at a rent of 240*l.* After the end of the year, he remained in possession, and paid the same rent until May 1842. On the 12th May, 1842, the rent was altered to 242*l.* A notice to quit was given to end 12th May, 1843. It was contended for the defendant that the increased rent in 1842 was an alteration of the contract in a material part, and created a new tenancy from year to year from that time, which could not be terminated by notice until two years after its commmencement.

PATTESON, J.—The contrary of that has been decided. I think there is a decision to that effect.

Udall.—It has been distinctly stated by this Court, and by the Exchequer, that any alteration in a contract makes it a new one.

WIGHTMAN, J.—Not in such a case as this.

DENMAN, C. J.—It seems to me that the new contract is to continue the old one.

Cases cited: *Stead* v. *Dawler* (10 A. & E.); *Marshall* v. *Glynn* (6 M. & W). *Rule refused.*

ROE *dem.* ——— v. ALT.

Hayes moved to enter a verdict for defendant.

The case was tried before Tindal, C. J. at the as-

sizes at Derby. The parties through whom the defendant claimed had occupied the land under a lease made to them by three of a body of trustees who were made a corporation by Act of Parliament, and empowered to make leases by any three of their number. The survivor of the three who had executed the lease was the lessor of the plaintiff. There was evidence that there were a number of other trustees.

Rule nisi.

WIGG *v.* BROWN.

Pearson moved to rescind an order of Williams, J. to try a cause before the sheriff, or to engraft upon the order the condition, that the sheriff should have power to certify in the same manner as a judge to deprive plaintiff of costs. The motion was made on an affidavit that the action was for a sum of money under forty shillings. On the last motion,

Rule nisi.

Saturday, April 20.

HOLLOWAY *v.* TURNER.

Jerris, Q. C. moved for a rule to shew cause why the verdict in this case should not be set aside and a new trial had, or why the damage should not be reduced.

This was an action for breaking and entering the house of the plaintiff and seizing his goods, under pretence of an execution founded upon a judgment of this Court. Judgment had been signed upon a warrant of attorney, which was afterwards set aside by the Court, but without costs. The cause was tried before Denman, C. J. at the last sittings in London, when the jury found for the plaintiff, and gave him as damages, not only the value of the goods, but the amount of his costs in setting aside the judgment. *Rule nisi.*

INNIS *v.* WYLIE and OTHERS.

Erle, Q. C. moved for a new trial on the ground of misdirection.

It was an action of trespass for assaulting the plaintiff and preventing him from attending a dinner of the Caledonian Society.

The defendant pleaded that the plaintiff had been expelled from the society, and the question was, what was sufficient to constitute an expulsion according to the laws of the society.

The action was tried before Denman, C. J. at Guildhall, and a verdict found for the plaintiff, damages 40s. Plaintiff had made use of violent threats to an officer of the society, and had refused to apologize. Every opportunity was given to him to do so before any step was taken. At last, the matter was brought before the committee who resolved that a motion should be laid before a general meeting of the society for his expulsion. The motion was made and carried. The plaintiff was not present at the committee meeting; but at the general meeting he was heard both by himself and his friends before the resolution passed. By one of the society's rules, the committee had the sole power of determining upon what proposals shall be laid before the general body, and no business can be done by the society which has not first emanated from the committee, but the acts of the latter not to be valid till confirmed by the society. The learned judge told the jury that he thought the plaintiff should have been heard at the committee as well as at the meeting.

Cur. adv. vult.

WOOLCOMBE *v.* SLEEMAN.

Greenwood moved for a new trial. The cause was tried before Wightman, J. at the last Assizes for the county of Devon. The plaintiff was nonsuited. Declaration for breaking and entering a close, and cutting and carrying away trees and underwood. Second count for an *asportavit*.

The question was, whether the plaintiff had sufficient possession of the *locus in quo* to maintain trespass. It was contended for the plaintiff that even supposing the plaintiff not to have actual possession, but only to have the legal possession subject to a tenancy at will in another, that in the case of a tenant at will, his possession is that of the lessee, and that either may maintain trespass.

Authorities cited: Year Book, 2 Hen. 4; Com. Dig. tit. Tres. b 2; *Harper* v. *Charlesworth* (4 B. & C. 574); *Doe* dem. — *v. Jenn* (Q. B. Hil. Term, 1844); *Jobling's* case (Russ. & Ry. 426).

Rule nisi.

SIMONS *v.* SPEARS.

Flood moved for a new trial. Debt on demise.

The question was whether the defendant was aware, at the time of accepting the lease, of several adverse claims against the plaintiff.

The defendant has never been able to get possession of the demised premises. The action was tried before Gurney, B. at Northampton, when the jury found for the defendant. *Rule nisi.*

GREEN *v.* PRICE and OTHERS.

Godson, Q. C. moved for a new trial, upon the ground of misdirection and a verdict against evidence.

This was an action of trespass *quare clausum fregit*, tried before Parke, B. at the last assizes at Gloucester. The plaintiff claimed title to the *locus in quo* through one W. Marshall, from whom he had bought it in 1840. The defendants were the steward and servants of Lord Sudeley, the Lord of the Manor.

Anthony Marshall, the father of William, had been put into a cottage by the parish, about forty years ago. While he lived there, his son William enclosed this piece of land, which was near, but not immediately adjoining, the cottage. William was a gardener, and made use of the land as a nursery garden. The father died thirty-one years ago. More than twenty years ago William left the cottage and went into another parish. He subsequently came back, and built himself another cottage on the common, at some little distance, but he continued thoughout to occupy the piece of land in question. Gurney, B. told the jury that if they thought that William, who was under age at the time when he originally enclosed the land, had taken it in as appurtenant to the cottage in which his father lived under the parish, the enclosure must be taken to have been on their behalf, and through them on behalf of Lord Sudeley, whose tenants they were, and that if he originally occupied under the parish, he must be taken to have continued to do so, and to have gained no title to the land.

The jury found for the defendants, but said they thought Lord Sudeley ought to pay 20*l*. for the land.

Rule nisi.

REG. *v.* INHABITANTS OF BEDINGHAM.

A complaint in writing, upon which an order of removal is obtained, purporting to be the complaint of one overseer, is nevertheless good, if the complaint was in fact made by him on behalf of all the parish officers.

Where a father and his children are removed to their father's settlement, it is not necessary, for the examination and the order of removal, to state affirmatively that the said children have not gained any settlement of their own, if they shew that the children are settled in the father's parish.

The examination, after setting forth a settlement by hiring and service, set forth several acts of relief to the pauper whilst residing out of the appellant parish, and, among others, attendance on his wife during her confinement with her four children. The ages of the children were given, but not the dates of the several acts of relief. Held, that the statement of relief was sufficiently given.

The examination stated a settlement by hiring and service, and the subsequent administration of relief whilst the pauper was residing out of the parish, the grounds of appeal stated that the pauper did not gain a settlement in the appellant parish, at the hearing, the respondents gave no evidence of the hiring and service, but relied on the relief administered. Held, that the appellants were entitled, under the above ground of appeal, to shew that the relief was administered by mistake.

This was an appeal against an order for the removal of a man, his wife, and their four children, whose ages were given in the examination and order, in which the sessions quashed the order, subject to the opinion of this Court.

The examinations set out a settlement gained by the husband by hiring and service, and subsequent relief administered to him and his family at several times, by the parish officers of the appellant parish, whilst he was residing out of the parish, and, *inter alia*, attendance by the parish surgeon on his wife during her several confinements with her four children, but no mention was made in the examinations of the date of the service, or of the dates at which the relief was given.

The grounds of appeal relied upon were—

1st. That no sufficient complaint had been laid before the removing magistrates to give them jurisdiction.

2nd. That the said husband did not gain a settlement in the appellant parish.

3rd. That the examinations and the order of removal were insufficient, so far as regarded the children who were above seven years of age, for not stating that they had not respectively gained any settlement of their own.

4th. That the examinations were insufficient, for not shewing the date of the hiring and service, and the dates of the several acts of relief.

At the hearing, it appeared that the complaint was made in writing by one of the overseers, in his own name only; but it was admitted that he, in fact, acted as the agent and with the authority of all the parish officers; the order itself professed to be made upon the complaint of all the parish officers.

The sessions overruled the objections of the appellants, subject to the opinion of this Court.

At the hearing of the appeal the respondents did not give any evidence of the hiring and service, but rested their case on proof of the relief administered to the paupers whilst residing out of the parish. The appellants then tendered evidence for the purpose of proving that the relief in question was administered to them under a mistake. This evidence was objected to by the respondents, as not being admissible under the grounds of appeal delivered by the appellants. The sessions overruled the objection, admitted the evidence, and quashed the order of removal, subject to the opinion of this Court.

Biggs Andrews, Q. C. and *Gunning*, in support of the order of sessions.

Archbold and *Palmer*, contrà.

Authorities cited: 13 & 14 Car. 2, c. 12; Atkins, 361; —— v. *St. Peter's, Marlborough* (2 Salk. 492); *R.* v. *Justices of Cambridgeshire* (7 A. & E.); *R.* v. *Justices of Lincolnshire* (5 B. & A. 755; 3 T. R. 592); *Grindley* v. *Barker* (1 Bos. & P. 229); *R.* v. *Westbury, re Broseley* (7 A. & E. 423); *R.* v. *Middleton-in-Teesdale* (10 A. & E.); *R.* v. *Camrose* (E. T. 1843).

Held by the COURT, that the sessions were right on all the points; that the complaint, which need not have been in writing at all, was clearly made on behalf of all the parish officers, though nominally made by one only, and was stated to have been the complaint of all in the order of removal; that the relief was set out with sufficient certainty, as it appeared to have been relief given from time to time since the marriage of the adult paupers, *inter alia*, at the times of the births of their several children, which were definitely fixed, as the ages of the children were given; that the examination and order were perfectly good with regard to the children above the age of nurture, as they stated them to be settled in the appellant parish, and it was unnecessary to allege affirmatively that they had not gained any settlements of their own; and that the evidence that the relief was administered by mistake was properly received under the ground of appeal, that the said father had not gained a settlement in the appellant parish; the effect of such evidence being to explain the evidence upon which the respondents relied in support of their settlement, and to shew that the evidence of the respondents did not, in fact, establish such settlement.

Order of sessions confirmed.

REG. *v.* INHABITANTS OF CHISWICK.

In proving a settlement by parish apprenticeship since the 56 Geo. 3, c. 139, the order for the apprenticeship and allowance of the indenture by the magistrates must be proved. It is not sufficient to prove the execution of the indenture by the parish officers and the master.

This was an appeal against an order of removal.

The settlement relied upon was by a parish apprenticeship since the 56 Geo. 3, c. 139, and the question was, whether it was sufficient to prove the execution of the indenture of the apprenticeship by the parish officers and the master, without proving the order for the apprenticeship and allowance of the indenture by the magistrates. The sessions decided that it was sufficient, and confirmed the order of removal, subject to the opinion of this Court.

Adolphus, sen. in support of the order of sessions.

Prendergast, contrà, was stopped by the Court.

By the COURT.—It is a good objection.

Order of sessions quashed.

REG. *v.* INHABITANTS OF HIGH BICKINGTON.

A statement in the examinations in support of an order of removal, that the pauper is now chargeable to removing parish, is no sufficient statement of chargeability.

This was an appeal against an order of removal of Ann Ford and her children. The examination of the said Ann Ford, after shewing the settlement of herself and her children in the appellant parish, proceeded as follows:—"I and my said children are inhabitants of the said (respondent) parish, and are chargeable to the said parish." Another witness on his examination stated, "I am one of the relieving officers of the union of B.; I administered the relief ordered for the said Ann Ford on account of the said respondent parish. The said Ann Ford and her four children are now chargeable to the said parish."

The grounds of appeal stated that the examinations did not contain any sufficient evidence that the paupers were chargeable at the time of the making of the order to the said respondent parish.

The sessions confirmed the order, subject to the opinion of this Court as to the sufficiency of the evidence of chargeability in the examinations.

Bevan and *Carpenter Rowe*, in support of the order of sessions.

Merivale, contrà, was not called upon.

Held by the COURT, that the examinations were insufficient, as they only stated an inference of law, instead of shewing the necessary relief actually administered, as they should have done.

Order of sessions quashed.

BUSINESS OF THE DAY.

REG. *v.* INHABITANTS OF LEEDS.

Special case from the sessions.

Bliss and *Stapleton*, in support of the order of sessions.

Hall and *Pashley*, contrà.

Cur. adv. vult.

Monday, April 22.

BROOKS *v.* BOCKING.

Watson, Q. C. moved to enter a nonsuit, or to arrest the judgment.

The action was tried on Saturday before Coleridge, J. in the Bail Court, and a verdict found for the plaintiff. The question was whether, under 6 & 7 Vict. c. 73, s. 37, the Attorneys and Solicitors Act, a bill for work done before the Act, and containing no items which before the Act would have been taxable, must, under the provisions of that Act, be again delivered as therein required, and a month allowed to elapse before any action can be brought, or whether a delivery before the passing of the Act is sufficient.

Rule nisi.

In the same case *Platt*, on behalf of the plaintiff, subsequently applied for a rule for judgment *non obstante veredicto*, on account of the badness of the plea, which, in substance, raised the defence above stated.

Rule nisi.

REG. *v.* JUSTICES OF SURREY.

Wallinger and *Corner* shewed cause against a rule for a *mandamus* to enter continuances and hear an appeal.

The sessions had held that the notice of appeal was not sufficiently signed by a majority of the parish officers. There were, in fact, two churchwardens, two overseers, and one guardian in the appellant parish. The guardian was elected by the parish to act for the union generally, under the provisions of the New Poor Law Act. The notice purported, in its commencement, to be given by the churchwardens and overseers of the parish of All Hallows. It was signed by two of th overseers; by one W. H. "on behalf of W. P. H. churchwarden;" and by John Elsley, guardian.

PATTESON, J.—There is no such thing as a guardian of a parish under the New Poor Law Act; he is the officer of the union elected by the parish.

It was contended, on behalf of the appellant parish, that either the signature on behalf of the absent churchwarden must be presumed to have been by his authority, or that the guardian was a parish officer, and that he and the two overseers constituted a majority.

DENMAN, C. J.—I think that the justices were right in refusing to receive this notice of appeal. If an Act of Parliament requires it to be under the hand of the majority of the parish officers, they ought to see that it is so. If one man signs for another, it does not appear that he had any authority to do so: and even if the deliberation of the parties before they sign is the really important thing, and the signature is only the evidence of that deliberation, then it may have been the deliberation of him who signs, and not of him for whom he purports to sign. As to the guardian, we do not think him a parish officer.

PATTESON, J.—The 81st clause does not say that it shall be signed by the majority of the parish officers, but by the majority of the overseers, or by the guardians, or any three or more of them. I cannot find that, within the meaning of this Act, there are any guardians of this parish. The guardian under it is an officer of the union, not of the parish, except under the 39th section, which does not apply here.

WIGHTMAN, J.—I am entirely of the same opinion. I think, in order to make the signature that of the person on whose behalf it purports to be, there should be evidence of his authority, and no presumption can be made in favour of it. I do not think this guardian was an officer of the parish, nor was he at the time acting under any authority given him by the Act.

Case cited: *Rex* v. *Justices of Worcestershire* (1 W. & H. 152). *Rule discharged, without costs.*

WARDLEY *v.* MAWHOOD.

Irregularity—Declaring without appearance.

Pearson moved to rescind an order of Coleridge, J. and to set aside the declaration and subsequent proceedings.

A writ had issued against the defendant and had been served, but no appearance had ever been entered either by the defendant or under the statute. A declaration was afterwards delivered, and interlocutory judgment signed for want of a plea. Upon an application to Coleridge, J. to set aside the proceedings, he dismissed it with costs. This was the order sought to be rescinded. The application had been made to Wightman, J. in the Bail Court, on the third day of Term, and he referred it to the full Court.

Cases cited: *Roberts* v. *Spurr* (3 Dowl. 551); *More* v. *Curtis* (4 Dowl. 729). *Cur. adv. vult.*

REG. *v.* THE COMMISSIONERS OF SEWERS FOR ——.

Mr. Scales, in person, applied for leave to file a supplemental affidavit in aid of those upon which he had obtained a rule nisi for a *mandamus*. *Rule nisi.*

FIFE *v.* BOUSFIELD.

Penal action—Venue—Arrest of judgment—Allegation, contra formam statuti.

Erle, Q. C. shewed cause against a rule which had been obtained, to enter a nonsuit or a verdict for defendant, or to arrest the judgment.

The action was upon the statute 1 & 2 Philip & Mary, c. 12, for taking above fourpence for poundage upon a distress. The rule was obtained on two points: first, that the action was local, and that the venue should have been in the county where the offence took place; and, second, that notice of action should have been given; and also, in arrest of judgment, that the declaration did not conclude *contra formam statuti*.

It was contended, for the plaintiff, that this was an action by the party grieved.

A distinction has been taken between action by the party grieved and by common informers, or popular actions. Formerly a question arose, as to costs in actions where the right was given by a penal statute. The Court then took the distinction, that if the action were by a party grieved, he should have his costs, but a common informer should not. It has been held, that the statute of James, by which the *venue* is made local in actions on penal Acts, does not extend to subsequent statutes. With respect to the point in arrest of judgment, it was submitted, that it sufficiently appeared on the face of the declaration that the offence was against the statute, without a formal allegation. The objection could only prevail on special demurrer.

Taprell, contrà.—First, the *venue* is local. It is a penal action. In *Earl Spencer* v. *Swannell* it is decided, that an action for not setting out tithes is penal. It is submitted, that the statutes 31 Eliz. c. 5, and 21 Jas. c. 24, apply to all penal actions, whether by the party grieved or party popular. Although the latter Act is entitled, "An Act concerning common informers," yet the title is immaterial in construing it, and cannot restrict its enactments.

The second section enacts, that any declaration or information at any time to be tried or exhibited under any penal statute, shall not be tried in any county except where the cause of action shall have arisen.

No language can be more general or comprehensive than that is. The statute uses the words, "all penal actions;" and the question is, what is the plain construction of those words. The fourth section provides that that statute shall not extend to certain actions, some of which must be brought by the party grieved. Why should these special exceptions be made, if all actions so brought were excluded from the previous clause? 31 Eliz. c. 5, s. 5, only extends to certain classes of penal statutes. With respect to the point in arrest of judgment —— Here he was stopped by the Court.

DENMAN, C. J.—As to the point for a nonsuit, or verdict of not guilty, the Court will take time to consider. We think the rule should be made absolute to arrest the judgment, for want of the allegation that the offence was against the statute.

Cases cited: *Rex* v. *Barker* (1 Ventris, 233); *Corporation of Plymouth* v. *Collins* (Carth. 230); *Colliper* v. *Blandford* (Carth. 232 and 4 Mod. 129); *Spyens* v. *Frederick* (Willis' Reports, 443); *Earl Spencer* v. *Swannell* (3 M. & W. 162, Com. Dig. tit. Maintenance, c. 2); *Barker* v. *Tilson* (3 Maule & S. 429); *Whitehead* v. *Green* (5 Maule & S. 427, and 2 Chitty, 403); *Attorney-General* v. *Brown* (Bunbury, 236); *Attorney-General* v. *Nozer* (Bunbury, 261); Anonymous, 5 Modern Rep. 425; Buller's N. P. 196; *Hope* v. *Davis* (2 Taunt. 252); *Lee* v. *Clark* (2 East).

BELCHER *v.* SAMBOURNE.

Platt, Q. C. and *E. James* and *Lush*, shewed cause against a rule for a new trial obtained by *Erle*, Q. C.

The action was for money had and received by defendant to the use of the plaintiff, as assignees of a bankrupt estate.

Pleas, non-assumpsit, and plaintiffs not assignees.

The points upon which the rule was granted were misdirection and misreception of evidence. The act of bankruptcy relied upon, was the paying the very money which was now sought to be recovered. The defendant had himself struck a docket, and issued a fiat against the bankrupt, and had made use of his standing in that position towards him to procure from him payment in full of his debt, when the bankrupt was not in a position to pay the same amount to his other creditors. This was made an act of bankruptcy by 6 Geo. 4, c. 16, s. 8, and by the same statute it is provided that the assignees of a second fiat may recover back the money paid, and that the creditor shall forfeit his debt.

Upon the trial, the fiat issued by the defendant was tendered in evidence. It had not been registered pursuant to 2 & 3 Wm. 4, c. 114, s. 8. It was received by the judge, and he directed the jury that the act of bankruptcy was made out. There was a verdict for the plaintiff.

For the plaintiff, it was now contended that the act of bankruptcy was made out, and that the fiat was properly received; but that, even supposing it ought not to have been received, that it was unnecessary, for that the proof of striking a docket would have been sufficient to bring the parties within the statute. The fiat only requires to be entered to give it validity in the proceedings in bankruptcy; but it may be put in without, as a mere piece of paper, in order to prove the fact of its having been issued.

Erle, Q. C. and *Cowling*, contrà.—This rule ought to be made absolute for a nonsuit, on the ground that there was no evidence of an act of bankruptcy, or, at all events, for a new trial, on the ground of the improper reception of this fiat in evidence. The fiat cannot be used for any purpose unless duly entered of record. The language of the 2 & 3 Wm. 4, c. 114, s. 8, is almost *verbatim* that used in the Stamp Acts.

PATTESON, J.—But a document may be used in evidence without a stamp, if it be part of a fraudulent transaction, for the purpose of shewing the fraud; so here, perhaps, if this be a fraudulent fiat, it may be admissible in order to prove that fact itself. [There was no fraud suggested.] But there is no act of bankruptcy proved. This is not a question with which a court of common law can deal. The Legislature did not intend that this should be an act of bankruptcy for all purposes, but only that the Court of Review might treat it as such, if they pleased. In *Davis* v. *Holden*, this Court seems to have the same impression.

Cases cited: *Davis* v. *Holden* (1 M. & W. 159; 11 A. & E. 710); *Garratt* v. *Biddulph* (4 Espinasse, 104); 1st ed. Eden on Bankruptcy Laws, 36; *Rose* v. *May* (1 Bing. N. C. 360; and 1 Scott, 127).

Cur. adv. vult.

Tuesday, April 23.

DOE *d. m.* —— *v.* SMITH and OTHERS.

This was a special case, stated for the opinion of the Court. The plaintiff claimed to be entitled through a person named Mary Shearman, deceased. The defendants were churchwardens and overseers, and claimed title under 3 & 4 Wm. 4, c. 27, by virtue of their possession of the cottage and garden in question for more than twenty years.

Mary Shearman purchased the property in 1770. She died in 1816, and left the part of it now in question to one John Shearman, by her will. John Shearman died six weeks afterwards, and left a son, John Shearman the younger, who was then a minor, and came of age in 1833. Old John Shearman had been present at the reading the will of Mary Shearman; and upon hearing the devise to him, he asked a person called Wilde, who was then in possession of the whole premises, and to whom another part had been devised, for a spade. Wilde, who was offended at the whole not being left to him, refused him one, and the old man then went into the garden, and declaring that he took possession, turned up some earth with his stick, and went to the door of the cottage, and, finding it locked, struck upon the lock once or twice. He never took possession in any other way. A person named Blundell had, during the life of Mary Shearman, occupied this part of the cottage, and the parish officers had paid her one shilling a week rent on his behalf. They continued to pay that rent after her death, and the wife of old John Shearman received it more than once during his life. Soon after the death of old John, his wife applied to the parish for relief for herself and her son. Before they would give her relief, they asked her, in order to see that she had no resources of her own, "What about the old house?" to which she replied, "Oh, that is my son's when he comes of age." Nothing was done with respect to the right of John Shearman the younger till 1833, nor was any rent received after the old man's death. The parish had substantially repaired the cottage. He then employed an attorney and a law-surveyor, and went over with them to the place in question. They then found by the devise, and by measuring the land, that Wilde, who had continued to occupy the other part of the premises, had built a pig-sty upon the part belonging to John Shearman. They then told Wilde of it, and that it must be removed, and accordingly a great part of it was pulled down. They did not enter the cottage. In 1840 Blundell, on being asked whose tenant he was, said, 'The property is John Shearman's; I am his tenant."

Erle, Q. C. contended, on behalf of the plaintiff, that the entry of old John Shearman was, under the circumstances, a complete taking possession of the premises, and that young John having been a minor when the right fell upon him by the death of the old man, the statute would not begin to run against him till 1833, when he came of age; but that, at all events, supposing the statute to have begun to run immediately upon the right of the old man accruing, the acts of John Shearman the younger and the declaration of Blundell would take it out of the statute.

M. Smith, contrà.—The argument on the other side is, that there was a disability arising from the infancy of John Shearman the younger, at the time when the right of entry first accrued; but we say that the right of entry accrued to old John during his life, and that there never was any actual possession by him. There was a mere entry; and the statute provides that no mere entry shall be deemed possession.

PATTESON, J.—That section applies to cases where some one else is in adverse possession; but in this case no one was in possession when John Shearman entered. The right was cast upon him, and no one was in possession.

DENMAN, C. J.—Were the parish ever in possession? If they relieved Blundell, by paying his rent for him, then he, and not the parish, was the tenant.

But if they took the house, and put him into it, he was their servant. After the death of Mary Shearman, rent was paid for some time to Wilde; and that would be a wrongful receipt of rent, and a discontinuance of possession by the present plaintiff.

Erle, contrà.—There is nothing in the argument on the other side. These parish officers have taken possession of the house, because they have paid considerable sums by way of relief to different members of the family. Even if the plaintiff has been out of possession, yet Wilde and Blundell, the only persons who had possession, have given up all claim; and it cannot be said that if a person occupies for a number of years, and then goes out, that any intruder who has entered, and completed the twenty years, has gained a title against the owner. It must be assumed that Wilde and Blundell gave up possession in favour of Shearman.

Cases cited: *Doe* dem. *Earl Spencer* v. *Beckel* (12 L. J. May 1843); *Doe* dem. *Baker* v. *Gregory* (2 A. & E. 14). *Cur. adv. vult.*

EVANS v. GWYNNE.

Prohibition—Jurisdiction of Ecclesiastical Court.

This was a demurrer to a declaration in prohibition. Mr. Gwynne, the now defendant, had taken proceedings in the Consistory Court against Mrs. Evans, for certain verbal slander, spoken of him in the Welsh language, which imputed to him some matters only cognizable in the Ecclesiastical Courts, but also some other matters punishable temporally, and especially some facts amounting to an indecent assault. Judgment had been given, and sentence passed in the court below before proceedings were taken in prohibition.

Bovill, in support of the demurrer.—Unless the want of jurisdiction is quite clear, the Court will not interfere after sentence, but will assume every thing in support of jurisdiction. It appears here that some of the acts complained of were within the jurisdiction of the Court. The terms of the judgment below are such, that it does not necessarily appear that it passed upon all the matters complained of; and that being so, the Court, at this stage of the proceedings, will assume that it passed upon those only upon which it might properly pass. These proceedings are *pro salute animæ* only, and not for damages.

V. Williams, contrà.—The Spiritual Court had no jurisdiction in this case. If the prohibition is not to go here, it would be difficult to suppose a case in which the Court would grant it after sentence. The principle is undeniable, that no defamatory words are cognizable in those Courts, except such as impute an offence exclusively cognizable by them.

Bovill was heard in reply.

DENMAN, L.C.J.—This is a suit in prohibition from the Consistory Court in respect of a suit by Rev. — Gwynne, for defamatory words spoken of him in Welsh by Mary Evans. Those words clearly import a temporal offence, and therefore, *primâ facie*, are not the subject of ecclesiastical jurisdiction. A great number of authorities are collected in Com. Dig. tit. Prohibition, shewing that in such cases prohibition goes if *part* of the words are actionable, though the rest are only subject of spiritual cognizance. I think, therefore, these proceedings might have been prohibited in the first instance. The question, then, is, whether the plaintiff in prohibition makes it distinctly appear that the sentence was in respect of words actionable at common law. If the judgment had merely said, as it was in a case cited, that the words had been proved "for the most part," then the Court might have assumed, after sentence, that the words for which judgment was given were those only over which they had cognizance. But I think this judgment cannot be so construed. It says that *several* scandalous and defamatory words have been proved. I think that clearly proceeds upon all the words previously mentioned. It is quite necessary that there should be some limit to the extent to which these courts exercise jurisdiction. By only coupling actionable words with others not actionable, they might, if Mr. Bovill's argument prevailed, have jurisdiction over every thing, and this Court could not interfere after sentence. I think we should see that the sentence in such cases clearly appears not to have been passed for the whole. In this case I think it does apply to the whole, and the demurrer must be overruled.

The rest of the Court concurred.

Cases cited: 2 Dowl. N. S. 926; *Fall* v *Hutchings* (Coop. 422); *Churchwardens* v. *Market Goswell* (Coop. 425); *Steinbach* v. *Bradshaw* (10 East. 349, note c); *Hart* v. *Marsh* (5 A. & E. 591), *Carslake* v. *Daw* (2 T. R. 473); 4 James I, c. 5, s. 8; Rogers's Eccles. Law, 296; *Sweetapple* v. *Jesse* (5 B. & Ad. 27); *Ex parte Smith* (3 Ad. & E.); *West* v. *Smith* (4 Dowl. 403); Bacon's Abridg. Prohib. 5; *Rand* v. *Roberts* (4 Burr.); *Evans* v. *Brown* (2 Lord Raymond); 3 Burns's Eccles. Law, 397, 398; 2 Burns's Eccles. Law, 128; Com. Dig. Pro. G. 14; *Hollinshead's case* (Cro. Car. 229); *Argyle* v. *Hunt* (Strange, 187); *Grimes* v. *Labbell* (Lord Raymond, 446); *Leggatt* v. *Wright* (2 Burns's Eccles. Law, 128, 129); Jura. Eccles. 117; *Galisart* v. *Regnault* (2 Salk. 552). *Judgment for the plaintiff in prohibition.*

ROBINSON v GORE.

Coverture—Liability of the wife during outlawry of the husband.

Outlawry of the husband does not render the wife liable for debts contracted by her.

Declaration in *assumpsit*. First count alleged in substance, that the plaintiff lent to the defendant 400*l*. for which she gave her promissory note, the defendant then being a *feme covert*; and that afterwards, defendant's husband was outlawed in a civil action; and that afterwards and during the life of her husband, and while he was so outlawed, and while the said money was so due and owing, the defendant promised to pay the amount of the note.

Second count, account stated.

To the first count, demurrer.

To the second, plea of coverture.

Joinder in demurrer.

Replication to the second plea, that the husband of the defendant was, at the time of the stating the account, an outlaw, and had departed beyond the seas; and that the defendant had separate property settled to her own use.

Demurrer and joinder.

In support of the demurrer, it was contended that the separate maintenance made no difference in the defendant's liability. It was true that a class of cases might be found in which, where a lady had a separate maintenance and had herself incurred debts, the Courts have refused to discharge her out of custody when taken on a writ of *capias* under the old law; but these are quite distinguishable. It has never been held, that at common law she would not, on that account, avail herself of the plea of coverture. There is no instance in which the Courts have recognized a right to sue a married woman. As to the outlawry, unless the husband is *civiliter mortuus* at the time when the cause of action accrues, no action will lie against the wife. This is not the case here. A person under civil outlawry is not exempt from any process of the Court. He has no immunity from these debts. The other side must shew that the effect of the outlawry is to suspend the matrimonial contract. If this were so, the wife might marry again, which is absurd.

Willes, contrà, contended that the action would lie against a *feme covert* under these circumstances. The wife of a convict sentenced to be transported may sue or be sued. The person outlawed can maintain no action. His outlawry might be pleaded in abatement. If the argument on the other side be correct, if Mrs. Gore were run over in the street and seriously injured, she must sue in the name of her husband, and his outlawry might be pleaded; so that she would be deprived of her remedy altogether.

PATTESON J.—I really cannot think that there is the slightest doubt about this case. The authorities shew that a person who is outlawed in a civil proceeding is not *civiliter mortuus*: and unless this lady's husband was so, the wife could not bind herself. It may be in an action of trespass there might be, as has been suggested, a plea in abatement. I do not see that we can stretch the law to say that he is *civiliter mortuus*. Even in one of the cases where the husband was an alien enemy, it was held that when once he had been in this country and left his wife here, she is in the same position as an Englishwoman. We do not think there are any facts stated on this record which put the defendant in the same position as if she were not married.

Cases cited: Co. Litt. 1 Inst. (133. a); *Lean* v. *Shutes* (2 W. B. 1195); *Marshall* v. *Rutton* (8 T. R. 545); *Lewin* v. *Lee* (2 B. & C. 291); *Wilkinson* v. *Dawes* (9 Bing. 292); Bacon's Abridgment, Outlawry; *Eastwood* v. *Kenyon* (11 A. & E. 428); *Littlefield* v. *Shee* (5 Taunton, 36); *Kelsey* v. *Franks* (7 Bing. 762); *Carr* v. *Blencoe* (4 Espinasse, 27); *Berry* v. *Duchess of Mazarin* (1 Lord Raymond, 149); *Kay* v. *Duchess of Pienne* (3 Camp. 123.)

Judgment for defendant on both demurrers.

Wednesday, April 24.

REG. v. JUSTICES OF STAFFORDSHIRE.

DENMAN, C. J. delivered judgment in this case, of which we are obliged to defer the full report until next week. The rule *nisi* which had been obtained for a *mandamus* was discharged.

REG. v. MAYOR OF GLOUCESTER.

A mandamus will issue to a town council to pay the costs incurred by constables, and the fees of the clerk to justices acting under the provisions of the Municipal Corporations Act.

Chilton and *Francillon* shewed cause against a rule *nisi* for a *mandamus* obtained by *J. W. Smith*. The facts were as follows:—

The Municipal Corporation Act, 5 & 6 Wm. 4, c. 76, in section 76, directs the appointment of a watch committee, and the appointment by them of constables whose duties are regulated by the subsequent sections —their salaries, wages, and allowances by section 82. By section 98 the Crown is empowered to create borough justices; by section 100 a police office is to be provided, and by section 102 a clerk to the justices is to be appointed, the amount of whose fees, according to section 124, is to be regulated by the table therein mentioned; section 92 directs what sum may legally be charged upon the borough fund. In the borough of Gloucester there had been constables appointed by the watch committee during the time in question in this case who, during the continuance of their offices, brought the offenders before the justices, by whom their cases were disposed of, with the assistance of the clerk, who made out the commitments, warrants, &c. and supplied the necessary stationery. In many such instances he has not received his fees, sometimes because the parties were unable to pay, sometimes because the proceedings were under Acts of Parliament not specifically imposing the payment of costs on any one. The complainants, the constables, have not been furnished with money to discharge any of the clerk's fees. There was a table of fees, as directed by section 124, during the time in question in this case.

The question for the opinion of the Court was, whether the payment of these fees by the corporation could be enforced by *mandamus*.

By the COURT.—It appears to us that these expenses are within the Act. We think the town council are authorized, when there is no money coming from the persons punished, to pay the fees themselves to the party who ought to receive them. It has been objected, that they may not have funds sufficient without laying a retrospective rate. But there may be sufficient money in hand to pay this sum, and if there is not, that will be a good return to the *mandamus* when it issues. *Rule absolute.*

REG. v. ST. GILES, MIDDLESEX.

Payment to a pauper of a shilling per week for several weeks, and his removal to a parish asylum, is not evidence of relief for the purpose of settlement.

This was a case stated by the sessions for the opinion of this Court. The pauper had applied for relief to the parish of St. Giles. He received a shilling a week from them for several weeks, and was afterwards sent by them to an establishment of theirs at Islington, and subsequently to the Surrey Asylum, at both which places he was maintained for some time by the parish of St. Giles. The question was, whether this was such evidence of relief as amounted to a settlement by relief.

Townsend, for the respondent, contended that there was sufficient evidence. There was evidence of relief out of the parish. Before the parish of St. Giles can maintain that these houses at Surrey and Islington are to be considered for this purpose as parts of their parish, they must shew that they have complied with the statutes respecting workhouses. In this case it is a mere contract by the parish with strangers for their own convenience. They do not shew, either by the present Act or by any local Act, any right to treat these houses as part of their parish. But even if that is not so, the relief given in the parish was not given as to mere casual poor. It was continued for a long time, and after inquiries had been made as to the settlement of the paupers. This of itself, without explanation, is evidence of a settlement in St. Giles's.

By the COURT.—It appears to us that the sessions have very properly submitted to us the question, whether there was any evidence at all. We are of opinion that there was none. The examinations merely state the fact that the pauper has received relief, which is nothing, as he may have received it as casual poor. If we were to hold this as evidence of a settlement, parishes would be deterred from doing that which, in common humanity, it is their duty to do. In this case, it is the same thing as giving relief within the parish. They are parish houses. It is immaterial whether the relief lasted for a long or a short time. If we were to hold that such relief can grow up into evidence of settlement, it would be impossible to define where such evidence should begin, or whether one, two, or ten weeks should be sufficient.

Cases: *Reg.* v. *St. Peter and St. Paul* (2 Nolan, 378); *Rex.* v. *Chatham* (8 East); *Rex.* v. *Trowbridge* (7 B. & C. 255). *Order of sessions quashed.*

THE NEW TRIAL PAPER.

HARVEY v. BURGESS, Executor.

Executor de son tort—what constitutes liability of.

This was a rule to set aside a nonsuit and enter a verdict for the plaintiff for 60*l*. The action was in debt

Pleas—Ne unques executor, and *plenè administravit*.

The evidence was, that the widow of the deceased, who died intestate, had upon his death carried on his business through the agency of her son, the defendant, who was proved to have been the person who, *de facto*, managed the business, and to have received certain sums on account of the estate, for which he had, however, duly accounted to his mother. Letters of administration had been subsequently granted to testator's mother, but long after the commencement of the suit.

The question was, whether the defendant was liable as *executor de son tort*.

Byles, Serjt. and *Couch* shewed cause.

Biggs Andrews, Q. C., and *Gunning*, contrà, were not called upon.

Cases cited: *Padget* v. *Priest* (2 T. R. 97); *Clark*

v. *Hopkins* (Cro. Eliz. 254); *Cottle* v. *Aldrich* (4 M. & S. 175); *Tomlin* v. *Beck* (1 Turn. & Russ. 438); Com. Dig. Adm. C. (2).

By the COURT.—This case must not be considered as an authority that a mere servant, or labourer of an executor *de son tort*, renders himself liable as an executor *de son tort*, by meddling with the estate of the deceased; but here the son held himself out as the person lawfully acting with the property. He is, therefore, clearly liable as an executor *de son tort*, and the rule must be made absolute.

Byles, Serjt. then submitted that the rule would only be absolute for the amount which defendant was proved to have received as assets.

Andrews, Q.C. contrà, submitted that he was entitled to judgment for the whole amount sought to be recovered, as the defendant had pleaded a plea false within his own knowledge.

Authorities cited: *Robinson's case* (Noy. 69); Williams on Executors; *Yardley* v. *Arnold* (1 C. & M.)

Cur. adv. vult.

BUSINESS OF THE DAY.

REG. v. JOSEPH J. DEIGHTON.—*Gunning*, for the prosecution.—*Byles*, Serjt. contrà.

Cur. adv. vult.

Thursday, April 25.

REG. v. INHABITANTS OF CHIPPING BARNET.

Godson, Q. C. shewed cause against a rule *nisi* for a *mandamus* to the defendants to pay out of the highway rate certain costs of a prosecution under the Highway Act, which had been allowed by Gurney, B. at the trial.

The order was merely to pay the costs, but no sum was mentioned, nor were they in any way taxed or ascertained by any officers of the court. The defendants contended that this ought to have been done during the assizes, and that there was no power in any one to do it afterwards.

They also contended, that in any case a *mandamus* was not the remedy.

Kelly, Q. C. contrà, *Bramwell* with him.

In all the statutes giving costs in cases of felony or misdemeanor, there is some means pointed out by which the costs are to be ascertained. By this statute there is no such means pointed out, and the power is given not to the Court, but to the judge of the court individually, so that there is no taxing officer who has jurisdiction, or to whom it can properly be referred. The amount can only be ascertained by process of law, and by the court in which it is sought to enforce the claim.

PATTESON, J.—I do not see how the law is to ascertain the amount.

Kelly.—Supposing a law to exist, as it does in many countries, that when a stranger died at an inn, the overseer of the parish should pay to the landlord his reasonable funeral expenses; if they refused to pay him he might have his action, if they were private persons, but against overseers he must apply to this Court for a *mandamus* to them, to pay what he should swear to be the just and proper amount. Cause would be shewn by the other party, who would swear that it was an exorbitant sum. This Court would have to satisfy itself on the affidavits, and so in this case. Whenever the law directs the payment of sums of money, and points out no other way of obtaining them, this Court must interfere by *mandamus*.

By the COURT.—These clauses are calculated to produce great difficulty, and, in fact, they place the Court now in a disagreeable position. Undoubtedly this is a case where the parish are within the intention of the statute and ought to pay these costs; and the only question is, whether they have been properly called upon? We are of opinion that the meaning of the Act is, that the amount of the costs should be ascertained by the judge himself, or that they shall be placed in the usual course of taxation by the proper officer of the Court. In this case the judge has ordered the costs to be paid by the parish, but he has done so in general terms, without ascertaining the amount or putting it in train to be ascertained, and we are now called to require the surveyor to pay costs which have not been in any way found to be due; and therefore the costs would still be to be ascertained if we issued our *mandamus*. There [illegible] to which it could apply if it issued. The learned judge who tried the cause thinks he has no longer any power to do any thing, and if so the case must fall to the ground. The statute in giving costs meant such costs as the judge to whom the power was given should think reasonable and should fix. It was never meant to give an uncertain sum.

Rule discharged without costs.

REG. v. GEORGE MILNER and ANOTHER.

Quo warranto—Time for moving.

Bliss shewed cause against a rule for a *quo warranto*, obtained by Addison against two persons named George and William Milner, calling on them to shew by what authority they exercised the office of burgesses of the borough of Richmond, in Yorkshire. The affidavits stated that the revision at which the Milners were inserted in the list took place in October; that an election for councillors took place in November, and that the Milners voted. They had been on the burgess list for three years previously for the same qualification, and the prosecutor had also been for several years on the list; and that the prosecutor had attended before the mayor and objected to them in October. It was intended, in the first instance, to have moved for a rule absolute at once. Notice was given to the defendants on the 20th January, and the rule was moved for on the 31st. It was then objected, for the defendants, that the case was not one which came within the statute 6 & 7 Vict., and that there could only be a rule *nisi*, which was granted accordingly.

Bliss now shewed cause, and cited *Rex* v. *Hodson*, to shew that the application was now too late.

Addison, contrà, contended that the delay was the fault of the defendants, who had objected at first, and also that the Municipal Act gave a year for the making the application.

PATTESON, J.—According to *Rex* v. *Hodson*, you were too late even on the 20th January. The statute does not give a year for the application, but says it shall not be made after a year.

Cases cited: *Rex* v. *Hodson* (11 L. J. N. S. Q. B. 219); *Rex* v. *Anderton* (11 L. J. N. S. Q. B. 233).

Rule discharged without costs.

REG. v. JUSTICES OF KESTEVEN, LINCOLNSHIRE.

A case granted by the sessions for the opinion of this Court should contain a final point for their decision.

If the sessions refuse to hear an appeal because they think the grounds of appeal insufficient, this Court will not interfere by mandamus.

Miller shewed cause against a rule *nisi* for a *mandamus* to enter continuances and hear an appeal. At the sessions, the appellant parish admitted the settlement in their parish, which was by apprenticeship, but wished to set up a subsequent settlement in a third parish by apprenticeship. The third parish was in London, and the master was a builder, employing a great number of persons. The grounds of appeal did not state the house in the third parish in which the apprentice resided. It was objected at the sessions that this was insufficient, as it did not give the respondents sufficient information. The sessions decided that it was insufficient, and refused to go further into the appeal, but they granted a case which was drawn up in the alternative that if the Court thought the sessions right, their order was to be confirmed: but if they thought them wrong, the case was to go back to be re-heard.

For the respondents, it was now contended that the appellants having elected at the sessions to take a case, could not now ask for a *mandamus*.

Whitehurst, contrà, argued on the other side, that the case was defective for not stating some final point for the decision of this Court, and therefore it could not have been brought up by *certiorari*, and therefore that the only remedy was by *mandamus*.

The COURT, after hearing this point argued called upon Miller to proceed with the rest of the argument.

It was then contended for the respondents, that the sessions had not, in fact, declined any jurisdiction, but having heard and decided the question of the sufficiency of the grounds of appeal, they had, in fact, heard the appeal itself, and given judgment upon a point of law which was within their jurisdiction; and that this Court was not a court of appeal, and would not interfere by *mandamus* with their decision, even where they themselves might have come to a different conclusion.

On the other side, it was contended that the decision of the sessions amounted, in fact, to a refusal to hear the appeal at all.

By the COURT.—It is unnecessary to decide the question, whether the sessions were right in holding the grounds of appeal insufficient upon the objection taken before them. It is satisfactory that it must now be understood, that the Court of Queen's Bench will not decide upon a case for the mere purpose of putting the inferior court in motion. When a case is submitted to this Court, it must contain some final point for decision. The sessions might have heard this case to the end and decided upon the whole facts, subject to the opinion of this Court upon the point as to the grounds of appeal; that would have been the proper course. What remains for us is not quite so satisfactory. We are bound to overrule some cases in which we all seem to have concurred. We think the case of *Reg.* v. *Justices of Carmarthenshire* wrong; and if the expression may be used, *Reg.* v. *Justices of the West Riding* is more wrong than the other. It is quite clear that there the Court took upon themselves to say that the sessions had gone wrong by not giving effect to the evidence. If the sessions refuse to hear an appeal upon some supposed point of practice which is an improper one, we are bound to set them right, and to obtain a hearing for the parties by our *mandamus*. But if, in the course of a preliminary objection, they decide a matter of fact, we are bound by it. The sufficiency of the grounds of appeal is purely for the consideration of the Court below. They may be guided in their decision by a variety of circumstances of which we can know nothing, and of which they are the only competent judges. There was a case decided last term which does not differ at all from this. When the Court is convinced that it has been wrong, it must say so.

Whitehurst, on behalf of the appellants, then applied for leave to bring up the case, which was refused.

Cases cited: *Rex* v. *West Riding* (1 A & E. 606); *Reg.* v. *Justices of Carmarthenshire* (2 A. & E. N. S. 325); *Reg.* v. *Inhabitants of Worth* (Justice of Peace, 298); *Reg.* v. *Eyton* (Justice of Peace, 529); *Reg.* v. *Briscoe* (1 Gale v. Davison, 681); *Ex parte Broseley* (7 A. & E.); *Reg.* v. *Charlesburry* (3 A. & E. N. S. 386); *Reg.* v. *Trueman* (5 B. & Ad.); *Reg.* v. *Ackworth* (Law T. Hil. T. 1844); *In re Pratt* (7 A. & E. 27); *Reg.* v. *West Riding* (10 A. & E.)

Rule discharged.

SKILBECH and ANOTHER v. GARBECH.

—— moved for a new trial or to reduce the damages. The case was tried before Coleridge J. last Tuesday, and a verdict found for the plantiff for 26*l*. damages.

The action was debt, for work and labour as an attorney.

The defendant had pleaded that no bill had been delivered, pursuant to the new Attorneys and Solicitors Act, and the plaintiff replied that *a bill* had been so delivered.

The evidence was, that several bills had been sent at different times, some before and some since the Act. The only evidence of the latter bills being sent was, that they had been delivered to the bellman. Upon the question whether this was a sending by post, leave was reserved to move to reduce the damages. The other questions were, whether the issue was distrib table, and whether a fresh bill must be sent in under the new Act, for work done before it passed.

Authorities cited: 6 & 7 Vict. c. 73, s. 37; *Hawkins* v. *Wright* (Peake's N. P. 186); *Hetherington* v. *Kemp* (4 Camp, 194).

Rule nisi.

COURT OF COMMON PLEAS.

EASTER TERM.

Thursday, April 18.

PHILLIPS v. IRVING.

Where seeking freight from Bombay to England under a policy of insurance, a vessel has leave "to touch, stay, and trade at any ports and places on this or the other side of the Cape of Good Hope." The detention for a reasonable time must be allowed for seeking freight at any of the ports and places, and whether the time is reasonable or not, must be determined by the state of things existing at the time at the port where the ship happened to be.

TINDAL, C. J. in delivering the judgment of the Court.—This was a rule for entering a nonsuit on the first issue. The action was upon a policy of insurance, with leave to touch, stay, and trade at any ports and places on this or the other side of the Cape of Good Hope. The defendants pleaded, first, that the ship having arrived at Bombay, remained there an unreasonable time; that the assured did not prosecute the voyage insured, and were thereby guilty of a deviation. The facts applicable to that plea were withdrawn from the consideration of the jury, and it was agreed that the Court must decide whether the liability of the insurers were discharged by such delay. The Court had therefore read the evidence of the captain and the mates of the vessel as to the circumstances under which the ship remained at Bombay. There was nothing to shew that, so far as the interest of the owners was concerned, the delay at Bombay was improper, but it was contended that, with regard to the underwriters, the delay was improper, and equivalent to a deviation; and that as the concurrent circumstances which rendered freights at Bombay low were unusual, it could not be said that the voyage was prosecuted in the usual course. It was not, nor could it be, denied that the ship might be detained for some time, in order to obtain a cargo at a reasonable rate of freight; but it was said that such detention could not, without discharging the underwriter, be extended beyond the time usually required for such purposes. It appeared, however, to the Court that no such rule could be laid down; that detention for a reasonable time, for the purposes of the adventure of the insured, must be allowed, and that whether the time was reasonable or not must be determined, not by an arbitrary rule, but by the state of things existing at the time at the port where the ship happened to be. It might be collected from numerous cases, that delay before or after the commencement of a voyage by the insured was not equivalent to a deviation unless it was unreasonable, and they thought that no certain and fixed time could be said to be reasonable or unreasonable for waiting for a cargo in a foreign port, but that the time allowed must vary with the varying circumstances that might render it more or less difficult to obtain such cargo. Judging by the facts of this case according to that principle, it did not appear that the delay at Bombay was unreasonable;

and the verdict found for the plaintiff ought not to be disturbed. *Rule refused.*

FISHMONGERS' COMPANY v. ROBERTSON and OTHERS.

New trial.

Channell, Serjt. moved for a rule to shew cause why the verdict which had passed for the defendants on the first plea of *non assumpserunt*, should not be set aside and a verdict entered for the plaintiffs for 1,000*l.*; or for the sum of 1s.; or why there should not be a new trial.

Cases cited: *Nash* v. *Turner* (1 Esp. 217); *Bringloe* v. *Goodson* (5 Bing. N. C. 738). In *Utterton* v. *Robins* (1 Ad. & E. 423); *Peate* v. *Dickens* (1 C. M. & R. 422). *Rule nisi.*

POTT and OTHERS v. BEVAN.

Verdict against evidence—Interest—Overcharge.

Murphy, Serjt. moved for a rule to shew cause why the verdict which had passed for the plaintiff for 392*l.* 18s. 6d. should not be set aside, on the ground of being against evidence; or failing in that, to reduce the amount by the sum of 41*l.* 18s. 6d. charged as interest, but which, it was contended, was an overcharge.

The action was tried before Rolfe, B. at the last summer assizes at Liverpool.

Declaration in assumpsit: there were counts for debt before bankruptcy; after bankruptcy, during the lifetime of certain partners, money lent, money paid, and an account stated.

The only plea was *non assumpsit*.

To consult with Rolfe, B. before granting the rule.

FRASER v. BAGLEY.

New trial—Verdict against evidence.

Talfourd, Serjt. moved for a rule to shew cause why the verdict in this case should not be set aside, and a new trial had, on the ground of the verdict being against the evidence. *Cur. adv. vult.*

SURPLICE v. FARNSWORTH and OTHERS.

Use and occupation—Unfitness of premises.

Byles, Serjt. moved for a rule to shew cause why a nonsuit should not be entered, or a verdict entered for the defendant on the point reserved.

This was an action for use and occupation, tried at the last assizes at Nottingham; verdict for the plaintiff, 12*l.* 10s.

The only plea was the general issue, *non assumpsit*.

The defendants had entered into possession of the premises in November 1838, at an annual rent of 25*l.* In September 1842, notice to quit by the tenants had been given, to expire at the ensuing Lady-day; at the trial it was not shewn the notice expired at the proper time. Throughout the tenancy, when any repairs had been done to the roof of the premises, the landlord had allowed the expense. The roof ultimately became in very bad order; so bad, that in November 1842 the tenant was compelled to leave. The jury found, "We are of opinion that the premises were not fit for malting from the 24th of March, 1843." The damages were for the rent intervening between March and November of the same year. The defendants were entitled to leave the premises, and were not bound to pay the rent. (*Edwards* v. *Hetherington*, R. & M. 268; *Collins* v. *Barrow*, 1 M. & R. 12; *Smith* v. *Marrable*, 11 M. & W.; *Hart* v. *Windsor*, 13 L. Jour. 129, Exch.; *Salisbury* v. *Marshall*, 4 C. & P. 65.)

Rule nisi, may be taken in the alternative, but not with costs.

LACKINGTON v. ELLIOT.

Nonsuit—Money had and received—Right defendant.

Channell, Serjt. moved for a rule to shew cause why the verdict which had passed for the plaintiff should not be set aside, and a nonsuit entered pursuant to leave reserved at the trial.

The *declaration* was for money had and received to the use of the plaintiff as assignee of one May.

Plea: *non assumpsit*.

The Court, at the trial, expressed some doubt as to whether the right defendant had been sued. The sum sought to be recovered was the surplus proceeds of a distress for more than a year's rent, under the 74th section of the 6 Geo. 1, c. 10.

Cases cited: *Williams* v. *Leslie* (3 Burr.); *Brampton* v. *Panton* (4 Burr. 26'; 10 M. & W. 27). *Rule nisi.*

TURNER v. WHEATMAN.

Order at chambers—Judgment.

Talfourd, Serjt. moved for a rule to shew cause why an order of Erskine, J. and judgment signed thereon should not be set aside. The application was made on behalf of the defendant's creditors. The defendant having signed without being conscious of the nature of the document, and being desirous to have the matter investigated. *Rule nisi.*

BROWN v. COPLEY and OTHERS.

Trover—Liability of sheriff.

Byles, Serjt. moved for a rule to shew cause why there should not be a verdict for the defendant, or why not a new trial.

The action, which was in trover, was tried before Coltman, J. at the last York Assizes. The defendants severed in their pleading. The defendant Copley pleaded not guilty generally. The two other defendants justified pleading a justification under an attachment to compel appearance, issuing out of the county court of York. The plaintiff new assigned, setting out a *supersedeas* on the part of the attachment, and alleging a refusal by the two other defendants to deliver up the goods, which was the conversion complained of.

Cases cited: *Tunno* v. *Morris* (2 C. M. & R. 298); *Holroyd* v. *Breare* (2 B. & Al. 473); *Bradley* v. *Carr* (3 M. & G. 221). *Rule nisi.*

SMART v. NOKES.

Misdirection—Unstamped bill—Account stated.

Byles, Serjt. moved for a rule to shew cause why there should not be a new trial.

The action was tried before Coltman, J. and a verdict found for the plaintiff, damages 246*l.* The rule was moved for on the ground of misdirection as to the effect of certain documents introduced at the trial; or if the Court should think there was no misdirection, then that the verdict was against evidence. The action was in debt, money lent on interest, and on account stated.

Pleas, never indebted, and payment.

The original sum lent to the defendant in 1840 by the plaintiff was 420*l.* This had been swelled up by interest to 1,000*l.* The defendant had paid on one occasion 510*l.* At the time this payment was made, a bill was given for the balance on an insufficient stamp. This bill is not evidence on the account stated. The material documents were the bill of exchange, and a paper containing some entries in the defendant's handwriting—namely, "500*l.* cash, 500*l.* bill, 33*l.* 6s. 8d. bill for 533*l.* 6s. 8d. at four months' date." There were some words in the corner in the plaintiff's handwriting. The only evidence in support of the account stated was this document. But it does not appear by whom the account was stated, nor with whom. Without the bill is receivable in evidence, the plaintiff is not entitled to recover on the account stated, nor on the count for money lent, because it was proved that 420*l.* had been lent, and 510*l.* had been paid. It does not appear that the jury were told not to look at the bill for the purposes of the trial.

Rule nisi, on the ground the verdict against evidence.

Friday, April 19.

GOSLIN v. BIDDER.

New trial.

Channell, Serjt. moved for a rule to shew cause why a new trial should not be had.

The cause had been tried before Rolfe, B. at the last assizes at Liverpool. The action was brought for rent and money lent.

Pleas: never indebted, and payment. *Rule nisi.*

JARRELL v. JERVIS.

New trial—Warranty.

Sir *T. Wilde*, Serjt. moved for a rule to shew cause why a new trial should not be had.

The action had been brought on a breach of warranty. *Rule refused.*

VALLANCE and ANOTHER v. DUKE OF BRUNSWICK.

Order—Taxation of costs.

Byles, Serjt. moved for a rule to shew cause why the taxation of the Master, under an order of Erskine, J. should not be reviewed, and the sum of 87*l.* 10s. be struck out; and why an order of Coltman, J. should not be rescinded, as far as relates to the Master's certificate being paid.

The bill when taxed amounted to 1,428*l.* 8s. 8d. and the defendant was satisfied with the Master's report, except as to 80*l.* 10s. The order of Coltman, J. was made under the 6 & 7 Vict. c. 73, s. 43, which enables the parties to turn the Master's *allocatur* into a judgment. The Duke of Brunswick's affidavit stated that the sum charged (80*l.* 10s.) was not for any personal business done by the plaintiffs, or either of them. The consequence of the order standing would be to fix the defendant with the whole of these charges, and deprive him of the benefit of contribution from Vallance, the first defendant. *Rule nisi.*

DEAN v. SUTTON.

New trial—Verdict against evidence.

Talfourd, Serjt. moved for a rule to shew cause why a new trial should not be had, on the ground of the verdict being against evidence.

The action had been tried before the sheriff of Middlesex, and a verdict passed for the plaintiff, damages 6*l.* 10s. *Rule refused.*

GOSLIN v. CORRY.

Where, in an action for libel, evidence of special damage subsequent to the commencement of the action is admitted by the defendant's counsel, a new trial will not be granted on the ground that the judge at the trial did not strictly charge the jury; that they were to exclude that evidence from their consideration, and find damages only for the libel before action brought.

Shee, Serjt. moved for a rule to shew cause why a new trial should not be had, on the ground of misdirection.

The action had been brought for a libel contained in a letter sent by the defendant to the *Hue and Cry*, and which letter charged the plaintiff with felony, offering a reward for his apprehension. The ground of the present motion was, that special damage being alleged in the declaration, there was no proof of special damage, except at a date long after the commencement of the action. The counsel for the defendant had at the trial admitted evidence; which admission otherwise would have been the ground of a motion for a new trial. It was submitted the jury should have been told that although the counsel for the defendant had not thought proper to exclude that evidence which went to shew special damage three weeks after the date of the declaration, it was not, properly speaking, damages before action brought.

The COURT said, that when the counsel for the defendant admits evidence which must otherwise be excluded it must be taken to be for the advantage of the client. By admitting this evidence a second action was avoided; and it was sometimes an advantage to the defendant for the jury to assess damages, with the certainty that no second action will be brought. In this case the jury were not directed to find damages at all hazards. The evidence of subsequent special damage could not be excluded from their consideration, and there was no reason why the verdict should be disturbed. *Rule refused.*

CURLING and OTHERS v. ROBERTSON.

The managing owner of a ship cannot pledge the credit of the other owners, who may appear to be the legal owners on the register, but who have, in fact, parted with all their beneficial interest in the vessel.

Channell, Serjt. moved to enter a verdict for the plaintiff for 1,398*l.* 14s.

The action was tried at Guildhall, at the last sittings, and a verdict found for the defendant. The plaintiffs were shipbuilders, and the claim arose for repairs done to a vessel called the *Ferguson*, which repairs were commenced in July 1840, and completed in August of the same year. The defendant was the registered owner of ten sixty-fourth shares between the 19th March, 1839, and the 9th Sept. 1840. On this date, the defendant appeared to have transferred her shares. One Bishop acted as the ship's husband and managing owner, giving directions and ordering repairs. The account for repairs was made out in the name of Vertue and the owners of the ship *Ferguson*. The credit was eighteen months; and just as that period expired, Bishop became in embarrassed circumstances; and credit having been given to the owners, and the plaintiff being at the time of the repairs the registered owner, the action was brought. A contract was said to have been entered into in the May or June of 1840, on the part of the defendant's brother, to sell his own and the defendant's shares to one Vertue, and the defendant's brother took a bill for his sister, drawn by himself and accepted by Bishop, for the honour of Vertue for 1,000*l.* Afterwards the bill of sale was executed to Bishop for these ten shares. Still the defendant was the legal owner by continuing on the register, and was liable. (*Dowson* v. *Leake*, D. & R. N. P. 52.)

TINDAL, C. J.—The present case falls within that class where the legal owner has parted with the beneficial ownership. There was no evidence to shew that Bishop had any authority from the defendant to bind her for the repairs in the month of June, before which month the defendant parted with all her beneficial interest, and could not claim to participate in the profits of the vessel. The principle is laid down in *Jennings* v. *Griffiths* (R. & M. 42).

The other judges concurred. *Rule refused.*

CLOSE v. PHIPPS.

Nonsuit—Reduction of damages.

Channell, Serjt. moved for a rule to shew cause why a nonsuit should not be entered according to leave reserved, or why the damages should not be reduced. *Rule nisi.*

BLOODWORTH v. GRAY.

Words in the present tense, charging the plaintiff with having a contagious disorder which makes him unfit for society, are the subject of special damage, although such special damage is not proved at the trial.

Byles, Serjt. moved, pursuant to leave at the trial, for a rule to shew cause why a nonsuit should not be entered.

The action was tried before Gurney, B. at the last assizes in Leicestershire, and was for words spoken. No special damage was proved. The question was, whether the words were actionable in themselves. They were set out in the declaration:—"He (meaning the plaintiff) *has* got the French pox, otherwise the venereal disease, &c. These words are not actionable. (Comyn's Dig. tit. Act. Defamation, Lit. D. 29; *Carslake* v. *Mapledoram*, 2 T. R. 475.)

By the COURT.—The words here are in the present tense. *Rule refused.*

CAMACK v. WARRINER.

New trial—Misdirection—Verdict against evidence.

Channell, Serjt. moved for a rule to shew cause why a new trial should not be had, on the ground of misdirection and against evidence.

The action was brought on a bill of exchange for 125*l.* 11s. and was tried before Gurney, B.—verdict for the plaintiff. The defendant pleaded as to the sum of 1*l.* 14s. payment into court; and as to the residue, that there was a failure of consideration, articles having been supplied, which were wholly unfit for the purposes for which they were warranted.

Replication—*de injuriâ.* *Rule nisi.*

Cases cited:—*Chanter* v. *Hopkins* (4 M. & W. 399); *Gray* v. *Cox* (4 B. & C. 108); *Jones* v. *Bright* (5 Bing. 533); *Brown* v. *Edgington* (2 Scott, 496); *Shepherd* v. *Pybus* (4 Scott, N. R. 434).

NEWTON et Uxor v. ROE and ANOTHER.

Writ of execution—Irregularity.

Newton applied in person to set aside a writ of execution for illegality and irregularity. The writ of *ca. sa.* was tested on the 7th of July, 1843, and delivered to the sheriff of Gloucestershire on the 15th Feb. 1844, and was directed against both the plaintiffs. There was no case in the books where the wife is liable to execution against her person where the husband and wife are jointly sued. (Black. Com. 3, 413, Chitty ed.) After the issuing of this writ, the defendants took out another writ of execution against the husband only, upon which he was imprisoned and discharged. All that took place between the testing of that writ and delivery to the sheriff by the authority of the defendants was irregular.

By the COURT.—If the writ which issued against the two plaintiffs is void, the remedy is by writ of error. *Rule refused.*

Saturday, April 20.

STROUD v. STROUD.

New trial.

Verdict against evidence

Channell, Serjt. moved for a rule to shew cause why the verdict in this cause should not be set aside, and a new trial granted, on the ground of the verdict being against evidence.

The action, which was in debt, was tried before a judge of the Sheriff's Court; verdict for the plaintiff 11*l.* *Rule nisi.*

HAINES v. KIMBER.

New trial.

Verdict against evidence.

Channell, Serjt. moved for a rule to shew cause why the verdict should not be set aside and a new trial granted, on the ground of the verdict being against evidence.

The action was tried before Wightman, J. at the last assizes at Dorchester; verdict for the plaintiff 20*l.* 14s. *Rule nisi.*

EYLAND v. WINDLE.

Talfourd, Serjt. in reply to *Channell*, who shewed cause last Term.

TINDAL, C. J.—A separate investigation will relieve the Court from some doubt as to the party who made the proposition respecting the assignment in this case. *Rule absolute on the usual terms.*

GRINNELL v. WELLS.

Sir *T. Wilde*, Serjt. shewing cause.

Channell, Serjt. on the same side.

Talfourd, Serjt. contrà. *Cur. adv. vult.*

Will be fully reported when judgment delivered.

HUDSON v. FAWCETT.

Sir *T. Wilde*, Serjt. moved for a rule to shew cause why a verdict for 2s. 6d. should not be returned for the plaintiff. *Rule nisi.*

Monday, April 22.

BARNWELL v. WILLIAMS.

Detinue—Pleading lien.

Sir *T. Wilde*, Serjt. applied for leave to add a plea of lien.

The action was in *detinue*, and the learned judge, before whom the summons to plead had been heard, allowed the defendant only to plead *non-detinet* and not possessed. In addition to these pleas, the defendant, however, desired to be allowed to plead specially the lien, in consequence of the Court of Exchequer having recently held, in *Mason* v. *Farnell* (reported in 1 Dowl. & Lowndes, but not yet published), that in the action of *detinue*, under the plea of not possessed, a lien cannot be given in evidence. *Rule nisi.*

HUDSON v. FAWCETT.

Debt—Plea pleaded to portion of debt and not to the damages—Semble, where a promissory note is made payable with interest, the interest up to the time the note becomes due is recoverable as a debt, and not merely as damages.

Byles, Serjt. shewed cause against a rule obtained by *Wilde*, Serjt. to enter a verdict for the plaintiff for the sum of 2s. 6d.

The declaration was in debt. The 1st count was on a promissory note for 40*l.* payable on demand, with interest. The 2nd count, for money lent, and a count on an account stated. The defendant pleaded, as to the said debts in the declaration mentioned, except as to the sum of 5*l.* parcel of the money in the first count, payment to the plaintiff of a sum of 150*l.* and acceptance of the same by the plaintiff in full satisfaction of the said debts, except as aforesaid, and of all damages sustained by the plaintiff by reason of the non payment thereof. There was also a plea of set-off, except as to the said sum of 5*l.* and as to that sum a plea of payment of money into court.

At the trial, the defendant proved satisfaction of all that was due to the plaintiff, with the exception of a sum of 2s. 6d. for interest; thereupon, under the direction of the learned judge who tried the cause, the verdict was found for the defendant, leave being given to the plaintiff to move to have the same entered for him for the 2s. 6d. the amount of interest.

It was now urged by *Byles*, Serjt. that, according to *Henry* v. *Earl* (8 M. & W. 228), the plea of payment being pleaded only to a portion of the debt, and not to the damages, and interest in an action of debt being recoverable only as damages, the plea was proved on shewing payment of so much of the debt as was due to the plaintiff, exclusive of interest and the money paid into Court; and that as to the interest, the plaintiff ought to have signed judgment for that as damages. *Gray* v. *Pindar* (2 Bos. & Pull. 427), and 1 Wm. Saund. 28, note 3, were cited, and also *Watkins* v. *Morgan* (6 C. & P. 661).

The COURT, however, thought that the last case cited was an authority that, where interest is payable under a contract, the non-payment of it is a debt; but that, whether the interest was included as part of the debt or not, the issue taken on this plea being, whether the money was paid to and accepted by the plaintiff in satisfaction of the debts and damages, the defendant could not, after having gone to trial on such issue, take advantage of his plea being not properly pleaded to the damages as well as the debts. *Rule absolute.*

GRANT *qui tam* v. MATTHEWSON.

New trial—Arrest of judgment.

Shee, Serjt. shewed cause against a rule obtained by *Wilde*, Serjt. calling upon the plaintiff to shew why a new trial should not be had, or why judgment should not be arrested.

Sir *T. Wilde*, Serjt. contrà.

Cur. adv. vult, except as to the arrest of judgment, which the Court allowed.

ROBSON v. JONASSOHN.

Messenger—Assignees.

Talfourd, Serjt. shewed cause against a rule obtained by *Byles*, why the verdict in this cause should not be increased to 27*l.*

The plaintiff had been appointed a messenger by the commissioners under a fiat in bankruptcy, and claimed for services subsequent to the appointment of assignees, to enter and take possession of the bankrupt's property. When the assignees were chosen, they gave the plaintiff notice that they had no further occasion for his services, as they had a right to do.

Byles, Serjt. contrà. *Rule discharged.*

Tuesday, April 23.

SHARPE v. HANCOCK.

Prescription—Drain under an award—Right of easement.

Talfourd, Serjt. *Byles*, Serjt. and *Whitehurst*, in support shewed cause.

The ground of complaint on the part of the plaintiff was, that the defendant and himself being occupiers of adjoining closes, and there being a drain awarded under an enclosure Act, which drain skirted along the side of the plaintiff's close, and afterwards flowed through the close of the defendant. That the defendant had neglected to cleanse and keep that portion of the drain open, by which the water overflowed the plaintiff's land, and did the injury complained of. The plaintiff had made a small sub-drain, but that alteration could not apply where the right could only be claimed by having had twenty years' enjoyment. The drain is called a "sough," but it might with equal propriety be called an under-drain. The easement of an ancient ditch would not be affected by any improvement. There was evidence to go to a jury, who found the defendant was bound to repair the drain, and that the plaintiff was injured to the extent of 5*l.* A decision against the plaintiff will be in effect to say, that improved systems of drainage must be subject to the more burdensome easement.

Sir *T. Wilde*, Serjt. with *Channell*, Serjt. contrà.

At the time of the award the improved system of under-ground drainage was not known; and the cost upon the occupiers of land would, in some counties, be more than the value of the estate. The awarded drain was insufficient to carry off the increased water occasioned by the plaintiff's improvements. There was no cause of action of any kind.

The COURT, in giving judgment, said, that the plaintiff had failed in making out his case; that the plaintiff's evidence in support of his right, as alleged in the declaration, rested entirely upon the award of the commissioners, inasmuch as he had neither shewn a right from time immemorial, or twenty years' user, or by grant. Neither did the award give any such right as that claimed. That the liability imposed by the award, of cleansing and maintaining the drain, was imposed on those only through whose land the drain passed; and the duty, therefore, appeared to be cast on the plaintiff himself to keep the drain clear; but that, even if it were otherwise, still the duty that would be imposed on the defendant by the award would only be to keep the drain in a proper state to carry off the water which the commissioners intended the drain should receive, and not such additional quantity as might flow into it by reason of the sub-drain which had been made by the plaintiff long after the award had been made. The rule for a nonsuit must therefore be made *absolute.*

LACKINGTON and OTHERS v. ATHERTON and ANOTHER.

Vendor and purchaser—Stoppage in transitu.

The unpaid vendor of goods standing in a warehouse in the name of a prior vendor may stop in transitu, though he has given the purchaser a delivery order, if such delivery order is inoperative by reason of its not being signed by the prior vendor, in whose name the goods were standing.

Byles, Serjt. and *Beetham*, shewed cause against a rule obtained by *Channell*, Serjt. to enter a verdict for the plaintiffs for 250*l.* 13s. 4d.

The declaration was in trover, by the assignees of Messrs. Paul and Son, bankrupts, against defendant Atherton, the other defendant, Congreve, having died after action brought. It appeared in evidence at the trial, before Mr. Justice Cresswell, at the Middlesex sittings after last Michaelmas Term, that a cargo of timber, consigned to one Tindal, was, in July 1839, landed from the vessel, the *Sir William Bensley*, and deposited in one of the warehouses of the West India Dock Company, and there entered in the name of the consignee Tindal. Tindal subsequently sold the cargo to the defendants, Congreve and Atherton. In September 1839, the same cargo was sold by the defendants to the bankrupts, Messrs. Paul and Son. The goods were invoiced to the bankrupts, and the latter gave their acceptance for the amount of sale, but which acceptance was never honoured. The following delivery order was also given to Messrs. Paul on the occasion of the sale:—

"To the Superintendent of the West India Dock Company.

"Deliver to Messrs. Paul and Son, ex *Sir William Bensley*, Quebec, 4th July, 1839—yellow deals, first quality.

"Signed by procuration,

"WILLIAM CONGREVE."

The dock company refused to deliver up the timber on this order, inasmuch as the timber was still then remaining in their books in the name of Tindal. The refusal of the company to act on the delivery order was given on the 12th of October, 1839. On the 30th of the same month the fiat in bankruptcy was issued against Paul and Son. On the 11th of November, in the same year, the defendants, by means of a delivery order from Tindal, obtained possession of the goods, claiming them under a right of stoppage *in transitu.* The plaintiffs, who sought, as assignees of Paul and Son, to recover the value of this timber, were nonsuited at the trial, leave being reserved to them to move to enter the verdict for them for the sum of 250*l.* 13s. 4d. *Dixon* v. *Yates* (5 B. & Ad. 313) and *Townley* v. *Crump* (4 Ad. & Ell. 58) are relied on as authorities in point.

Channell, Serjt. in support of the rule, cited *Harman* v. *Anderson* (2 Camp. 243), *Withers* v. *Lyss* (4 Camp. 237); and *Lucas* v. *Dorrien* (7 Taunt. 278); and submitted that between the defendants and the bankrupts Paul, the former were estopped, after they had sold the timber, from setting up the non-delivery of the timber, by reason of their not having given the bankrupts Tindal's delivery order, or previously got the timber transferred into their own names.

The COURT held that the present case was not to be distinguished in principle from that of *Dixon* v. *Yates.* That there was here no delivery to the bankrupts of the timber either actual or constructive. For as the dock company were neither the servants nor agents of the defendants, but of Tindal, the delivery order from the defendants was in effect no order at all; and that the defendant Atherton was not estopped from this defence, inasmuch as by the sale there had been no alteration of the situation of the parties, the goods not having been paid for, nor the rights of third persons affected. *Rule discharged.*

STEPHENSON v. RUDGE.

Wages—Railway shares—Contract.

Byles, Serjt. shewed cause against a rule obtained by *Murphy*, Serjt. for setting aside the verdict which had been found for the defendant, on the ground of

its having been against evidence. The action was brought to recover the plaintiff's salary as secretary to an intended railway company, called the Evesham, Birmingham, and Gloucester Junction Railway. The company was, in fact, never formed; and the jury had found that the defendant, who had agreed to take some shares in the company, had not entered into any contract with the plaintiff, express or implied. The Court refused to disturb the verdict.

Rule discharged.

Wednesday, April 4.
SPECIAL PAPER.
TODD *v.* SOUTH-WESTERN RAILWAY COMPANY.
Rateability—Exemption.

Talfourd, Serjt. for the plaintiff.—The question before the Court really was, whether an exemption from rating, contained in a clause of an Act of Parliament, was a local exemption applying permanently to the land subject to that exemption; in which case, if held to be so, the action could not be maintained; or whether, if the whole or any part of the farm ceased to be a farm, or be devoted to other purposes, the general liability should attach. There were many cases which support that principle. It was contended that the exemption did not include arable and pasture land, but merely the messuage dwelling-house called Burton Farm, and the land within the curtilage.

The COURT, without calling upon *Wilde*, Serjt. said that upon the finding of the special case it was impossible to say that the land does not fall within the exemption mentioned in the first clause of the 11 Geo. 3, as the messuage dwelling-house, and grounds thereunto belonging, called and known by the name of Barton Farm. The Court could not see that the exemption was limited.

Judgment for the defendants.

MARSHALL *v.* BRAITHWAITE.
New trial—Affidavits—Hearing.

Talfourd, Serjt. moved for a rule to shew cause why a new trial should not be granted. The action was tried before Maule, J. on Friday last; verdict for the plaintiff, 12*l.* 13*s.* The ground of the application was, that the only witness who proved the case on the part of the plaintiff came upon the defendant by surprise. Affidavits were put in, one by the defendant, contradicting distinctly the evidence of the witness and others, stating the witness to be a person of bad character, and unworthy of belief.

The COURT said the affidavits offered, with the exception of the defendant's attorney, brought forward only matters of hearsay, and the defendant's affidavit could not be received for the purposes of a new trial.

Rule refused.

COURT OF EXCHEQUER.

Thursday, April 18.
WITHAM, Administrator of Alice Hutchinson, *v.* LAMB.
New Trial.

B. Andrews moved to set aside the verdict for the plaintiff, and to enter a nonsuit or verdict for the defendant, on the ground, 1st, that the action being founded upon a covenant with the intestate, her *heirs*, executors, and administrators, should have been brought in the name of the *heir*, instead of the administrator; 2ndly, that the land in question having been devised by the will of Stotely Hutchinson, the husband of the intestate, to the use of his sons in fee, subject to the following declaration,—"And it is my will and desire that my said wife shall have the use and occupation, or annual increase thereof, at her pleasure, during the minority of my said sons, she keeping them in order," the intestate had merely an estate for her life in the lands in question; and therefore, although the sons had not attained their majority, her estate was determined by her death, and the action should consequently have been brought in the name of the executor of Stotely Hutchinson, the husband: citing 2 Leon. 221.

Rule granted.

BUSINESS OF THE DAY
HARRISON *v.* WRIGHT.—*Whitehurst* moved to set aside the verdict for the plaintiff, and to enter the same for the defendant, pursuant to leave reserved, or for a new trial on the ground of misdirection.

Rule nisi.

MAXWELL *v.* MORRIS.—*Dundas* moved to set aside the verdict for the plaintiff, and for a new trial, on the ground of the verdict being against evidence, and on affidavits.

Rule refused.

EARL OF CARNARVON *v.* VILLEBOIS.—Sir *T. Wilde* moved to set aside the verdict for the plaintiff, and for a new trial, on the ground of misdirection, and of the verdict being against evidence.

Cur. adv. vult.

Friday, April 19.
DOE *dem.* BURROWS *v.* FREEMAN.
A surrender of copyhold lands may be proved by an unstamped examined copy of the court-roll—Tenant by sufferance—Demand of possession.

Talfourd, Serjt. moved to set aside the verdict for the lessor of the plaintiff, and to enter a nonsuit, on the ground that it was not competent to the lessor of the plaintiff to prove the surrender of copyhold premises by means of an unstamped examined copy of the court-roll, citing *Doe dem. Bennington* v. *Hall* (16 East, 208, 55 Geo. 3, c. 155, tit. Copyhold); Rosc. N. P. Ev; and, secondly, that the defendant having been in possession for twenty-three years, during the first six of which he held under a written agreement, was entitled to a demand of possession before action brought.

The COURT held the evidence clearly admissible, and that the provisions of the Stamp Act only apply to copies of court-rolls *given out and signed by the steward;* and, further, that the defendant was clearly a tenant at sufferance, and not entitled to a demand of possession.

Rule refused.

DIXON and ANOTHER *v.* DIXON.
New Trial.

Knowles moved to set aside the verdict for the plaintiff, and for a new trial, on an affidavit stating that the plaintiffs were persons of considerable influence in the neighbourhood; that the cause was tried by a common jury; and that on the morning of the trial two of the jurymen were seen to get out of the carriage of one of the plaintiffs, along with the plaintiff's son.

Rule nisi.

NEWTON and ANOTHER *v.* FOSTER and ANOTHER.
In debt for work and labour and materials under a written contract, the defendant may, under the general issue, prove that he has supplied the plaintiff with materials which have been used in performing the contract, and they are not the subjects of set-off, but deduction.

Jervis moved to set aside the verdict for the plaintiffs and to enter it for the defendants.

Debt, for work and labour, goods sold, and materials.

Pleas: except as to 40*l.* never indebted, and payment of 40*l.* into court. The particulars gave credit for 10*l.* The action was brought to recover the price of certain machinery made by the plaintiff for the defendant, for which he claimed the sum of 67*l.* The defendant, in answer, put in a written contract, by which the plaintiff agreed to do the work for 55*l.* and to cover the remaining 5*l.* beyond the 40*l.* paid into court, and the 10*l.* credited in the particulars, he proved that after the contract was made, the defendant purchased some old machinery, which he sent to the plaintiff, who used it up in the work done under his contract. The judge thought this ought to have been pleaded by way of set-off, and rejected the evidence. It was submitted that the rejection was erroneous, citing *Turner* v. *Draper* (1 M. & G. 241); *Cousins* v. *Paddon* (2 C. M. & R. 547).

The COURT held it could not be the subject of set-off, as there never was any liability on the part of the plaintiff in respect of it.

Rule granted.

DOE *dem.* BOWMAN and OTHERS *v.* LEWIS.
Stamps—Assignment of mortgage with a further charge.

Jervis moved to set aside the verdict for the lessors of the plaintiff, and to enter the same for the defendants, or to limit the verdict to one of the estates recovered.

This was an action to recover two estates, one called Crosy Marion, the other Penny Marion, which had formerly been mortgaged to Parry for 1,000*l.* who afterwards assigned to the lessors of the plaintiff upon their advancing the further sum of 6,700*l.* The mortgage deed, when produced, had a 12*l.* stamp, which was the proper *ad valorem* stamp; but it was contended that it required a 35*s.* stamp in addition, as being a transfer of a mortgage; 2ndly. That an assignment of an outstanding term for a nominal consideration was wrongly stamped with a 35*s.* stamp, but should have had an *ad valorem* stamp in addition; and, 3rdly. That there was an outstanding term relating to Penny Marion, and therefore the verdict must be limited to Crosy Marion.

The COURT held the stamps sufficient, but granted a rule upon the third point.

Rule nisi.

BALL *v.* BALL.
Stamp—Agreement.

Ryland moved to set aside the verdict for the plaintiff, and to enter a nonsuit, or to arrest the judgment.

This was an action brought by the plaintiff to recover the sum of 12*l.* upon an agreement reciting that when he should come of age, he and two other parties would be equitably entitled to a share in the profits of a certain house, and that in consideration of their receiving the sum of 12*l.* each, they had agreed to sell to the defendant.

Pleas: the general issue, and that no notice had been given by the plaintiff, since his attaining the age of twenty-one, that he was ready to give up the house. The instrument, when produced, had no stamp, and it was submitted that it was a joint agreement, respecting a matter exceeding the sum of 20*l.*; and that the second plea had not been answered.

Rule granted.

BUSINESS OF THE DAY.
PICKFORD and ANOTHER *v.* THE GRAND JUNCTION RAILWAY COMPANY.—Sir *T. Wilde* moved to set aside the verdict for the defendants, and for a new trial, on the ground of misdirection, and of the verdict being against evidence.

Rule nisi.

FLIGHT *v.* CLARKE.—*Whateley* moved to set aside the verdict for the plaintiff, and for a new trial, on the ground of the exclusion of evidence.

Rule nisi.

CAMPBELL *v.* POWNALL.—*Murphy*, Serj. moved to set aside the verdict for the defendant, and for a new trial, on the ground of misdirection.

Rule nisi.

THOMAS *v.* LEWIS and ANOTHER.—*Chilton* moved to set aside the verdict for the plaintiff, and to enter the same for the defendant, pursuant to leave.

Rule refused.

FIFE *v.* WHITALL and OTHERS.—*Platt* moved to set aside the verdict for the defendants, and for a new trial, on the ground of the verdict being against evidence.

Cur. adv. vult.

PLATT and OTHERS *v.* REPTON and OTHERS.—*Knowles* moved to set aside the verdict for the defendants and for a new trial, on the ground of misdirection.

Rule refused.

DE WOLF and ANOTHER *v.* BEVAN.—*Knowles* moved to set aside the verdict for the defendant and for a new trial, on affidavits.

Rule nisi.

LEROYD *v.* ROBINSON.—*Knowles* moved to set aside the verdict for the plaintiff and for a new trial, on the ground of misdirection.

Rule refused.

DOE *dem.* CRIDLAND *v.* WOOD.—*Cockburn* moved to set aside the verdict for the plaintiff and for a new trial, on the ground of the rejection of evidence, the admission of evidence, and misdirection.

Rule nisi.

RIGBY *v.* RABY.—*Martin* moved to set aside the verdict for the plaintiff and for a new trial, on the ground of misdirection, and of the verdict being against evidence.

Rule nisi.

TURQUAND and ANOTHER, Assignees, *v.* AVERY and ANOTHER.—*B. Andrews* moved to set aside the verdict for the defendants and to enter it for the plaintiffs, or for a new trial, on certain special grounds.

Rule refused.

CLARKE *v.* COLE.—*Kinglake*, moved to set aside the verdict for the plaintiff, on the third issue, and to enter the same for the defendant.

Rule nisi.

COLLEY *v.* BURTON.—*Jervis* moved to set aside the verdict for the plaintiff, and for a new trial.

Rule refused.

FLETCHER and OTHERS *v.* MANNING and ANOTHER.—*Knowles* and *Hoggins* moved for cross rules.

Referred.

Saturday, April 20.
WARD *v.* CLARK.
Where a contract for the letting of parish lands is made by the parish officers, their successors in office can only sue upon that contract in their corporate capacity, under 59 Geo. 3, c. 12, s. 17, and must, therefore, so describe themselves in the declaration.

Byles, Serjt. moved to set aside the verdict for the defendant and to enter the same for the plaintiffs, or for a new trial, on the ground of misdirection.

This was an action for the use and occupation of a piece of land, called the Town Meadow, from the 18th July, 1842, to the 25th November, 1843, the date of the commencement of the action. It appeared that the land in question was vested in the churchwardens and overseers of the poor of the parish of Hawleigh; and that by an agreement dated 18th July, 1842, between James Ward and Joseph Pawsey, the then churchwardens, and Francis Baker and John Wingood, overseers, of the one part, and the defendant, of the other part, it was agreed that the defendant should take the land in question in exchange for so much of a certain field of his, called the Shoulder of Mutton Piece, as should be equal in value to the meadow, and should pay 25*l.* as the rent thereof to Michaelmas then following. In pursuance of this agreement the defendant entered into possession of the town meadow, mowed the hay, and occupied the land up to Michaelmas 1842, and fed his cattle upon it up to Christmas of the same year. In March 1843, the same churchwardens continued in office, but Denny and Greenwood became overseers. In consequence of the agreement of the 18th July, 1842, not being carried out, the present action was commenced. At the trial it was objected that the action ought to have been brought in the names of Ward, Pawsey, Baker, and Wingood, instead of Ward, Pawsey, Denny, and Greenwood; and that if the plaintiffs relied on 59 Geo. 3, c. 12, s. 17, as vesting the land in them as churchwardens and overseers, they ought to have declared in their character of churchwardens and overseers, and not in their private capacity. But it was submitted, that the plaintiffs having proved an occupation from March 1843, which would be in the time of the present plaintiffs being in office, were, at any rate, entitled to a verdict for that portion of the time; and therefore, although it was admitted that the plaintiffs did not shew that any of the hay, &c. was on the premises at that time, still the direction of the learned judge, "that there was no tenancy under the holding, and that the question for them was, whether there was any direct evidence of an

occupation from Lady-day 1843," was erroneous: citing 59 Geo. 3, c. 12, s. 17; *Howard* v. *Shaw* (8 M. & W. 118).

The Court held that the only contract to be inferred was in the character of churchwardens and overseers; and therefore, as no direct contract could be proved to have been made with the plaintiffs to entitle themselves to sue upon a contract made by their predecessors, they ought to have described themselves *as* churchwardens and overseers, and therefore the learned judge's direction was correct.

Rule refused.

Whitmore and Others, Assignees, &c. v. Green and Cottam.

Trover by assignees of a bankrupt, 2 & 3 Vict. c. 29; 6 Geo. 4, c. 108.—Warrant of attorney—Secret act of bankruptcy.

Byles, Serjt. moved to set aside the verdict for the plaintiff and to enter the same for the defendants, or for a nonsuit.

This was an action of trover, brought by the assignees of a bankrupt, named Lawton, against Green as the sheriff of Cambridge, and Cottam as the execution creditor, under a certain judgment, on which the defendant Green entered and seized certain goods of the bankrupt. The declaration alleged a conversion in the time of the assignees; and it appeared that Cottam had sued out execution on a warrant of attorney, not in a hostile action, and that the *fieri facias* issued on the 26th of May, 1843. The act of bankruptcy consisted of the execution by Lawton, on the 26th or 27th of May, of a bill of sale of all his effects for the benefit of creditors, but the seizure under the *fieri facias* took place after the act of bankruptcy, and notice of the act of bankruptcy was given to the execution creditor before the sale. It was submitted that the prior act of bankruptcy being secret, was wiped away by 2 & 3 Vict. c. 29 and therefore that the execution creditor, according to *Godson* v. *Sanctuary* (4 B. & Ad. 255), was not a creditor, having security for his debt within the 108th section of 6 Geo. 4, c. 16, and was therefore protected by 2 & 3 Vict. c. 29: citing 6 Geo. 4, c. 16, s. 81; *Whitmore* v. *Robertson* (8 M. &. W. 469); *Ramsay* v. *Eaton* (10 M. & W. 21); and *Skey* v. *Carter* (11 M. & W. 571). He next submitted that trover was not the proper form of action.

The Court held the latter point to be altogether settled by *Cheston* v. *Gibbs* (13 L. J. Ex. 13), and refused the rule on that point, but granted it upon the first.

Peacock, for the execution creditor, moved to set aside the verdict as against him, and to enter a verdict or nonsuit; and submitted that all the execution creditor had done in the present case was to take the money which the sheriff had paid him in consequence of having applied for an interpleader rule and the judge directing him to pay the proceeds of the sale to the execution creditor; against him, at any rate, trover would not lie.

Rule on both points.

Harry v. David.

New Trial.

E. V. Williams moved to set aside the verdict for the defendant, and for a new trial, on the ground of the verdict being against evidence, and for misdirection.

This was an action of trespass brought against the defendant for seizing the plaintiff's goods, and it appeared that there had been a judge's order commanding the sheriff to hand over the proceeds of the goods to the plaintiff; the present action was brought to recover the actual value of the goods and the amount paid over by the sheriff; and the question was, whether the defendant, by going with the bailiff into the plaintiff's fields, and pointing out some cows and a rick of hay, saying they were the execution debtor's property, and telling him to sell as quick as he could, had made himself a trespasser.

Cases cited: *Wilson* v. *Barker* (4 B. & Ad. 616); *Collins* v. *Rose* (5 M. & W. 194); Stark. on Ev. 1109.

Cur. adv. vult.

Wheldale v. Northern and Eastern Railway Company.

Liability of Railway Company—Master and servant.

Crowder moved to set aside the verdict for the defendants, and to enter the same for the plaintiff.

This was an action of trespass brought by the plaintiff against the defendants for wrongfully detaining him for not paying one shilling; and it appeared that the plaintiff had taken his place at Edmonton, which is a station on the defendants' railway, to come to London, and had paid one shilling for his fare; but upon arriving at the terminus at Shoreditch, upon his not producing his ticket, he was detained by a servant of the Eastern Counties' Railway Company. The defence was, that the action should have been brought against the Eastern Counties' Railway Company, and not the defendants; but it was submitted that inasmuch as the defendants had contracted to convey the plaintiff to London, they could not relieve themselves from that responsibility; and, consequently, the man at the terminus at Shoreditch must be considered as their servant, so as to make them liable in this action: citing *Randleson* v. *Murray* (8 A. & E. 109); *Bush* v. *Steinman* (1 B. & P. 404); *Laughter* v. *Pointer* (5 B. & Ad. 547); *Quarman* v. *Burnett* (6 M. & W. 499); *Wenn* v. *Nelkins* (Holt N. P. 229, note, cited in Storey on Agency); *Brady* v. *Giles* (1 M. & R. 495); *The King* v. *Gutch* (Mo. & Mal. 437).

The Court held that the man who committed the trespass was himself liable in the first instance; and that as it did not appear he was the servant of the defendants, but of the Eastern Counties' Railway Company, the defendants could not be liable for his wrongful act.

Rule refused.

Saturday, April 20.

BUSINESS OF THE DAY.

Tuxford and Others v. Tickler.—*Whitehurst* moved to set aside the verdict for the plaintiff and to enter a nonsuit, unless the parties agree to a special case.

Rule nisi.

Smallcomb v. Bush.—*Erle* moved to set aside the verdict for the plaintiff, and for a new trial, on the ground of the verdict being against evidence, and for misdirection, or to arrest the judgment.

Rule refused.

Grove v. Day.—*E. V. Williams* moved to set aside the verdict for the plaintiff and for a new trial, on affidavits.

Rule nisi.

Allen v. Hopkins.—*Butt* moved to enter judgment for the plaintiff *non obstante veredicto.*

Cur. adv. vult.

Gillman v. Bulmer.—*Kelly* moved to set aside the verdict for the defendants, and for a new trial, on the ground of misdirection.

Rule nisi.

Monday, April 22.

Geddes v. Stapleton.

New trial.

Ball moved to set aside the verdict for the plaintiff, and for a new trial, on the ground that a dispensation from compliance with the terms of a written contract, required to be in writing, under the 17th section of the Statute of Frauds, must also be in writing: citing *Goss* v. *Lord Nugent* (5 B. & Ad. 58), *Marshall* v. *Lynn* (6 M. & W. 109), *Cuff* v. *Penn* (1 M. & Sel. 21).

Rule nisi.

Emblin v. Dartnell.

Arrest of judgment.

Hurlstone moved to arrest the judgment on the first count of the declaration, and also to enter judgment for the defendant on the second issue.

This was an action by the indorsee against the maker of a promissory note, which was stated in the declaration to be payable at No. 2, Philpot-lane. It was submitted that the declaration was bad, because it contained no averment of presentment at that place; and secondly, because there was no breach of promise alleged in that count, but merely a general breach to that, and the count upon the account stated: citing *Sanderson* v. *Bowes* (14 East, 500); *Halstead* v. *Skelton* (2 Dowl. N. S. 69; and in error, 2 Law T 228); *Williams* v. *Waring* (10 B. & C. 2).

Rule nisi.

Whitmore and Others, Assignees, v. Gilmore.

Nonsuit—Reduction of damages—Bankruptcy.

E. James moved to set aside the verdict for the plaintiffs, and to enter a nonsuit, or to reduce the damages.

This was an action for work alleged to have been done by the assignees. The fiat issued on the 23rd of June, 1841, and the choice of assignees on the 6th of July following. The bankrupt was called, and proved doing work to the amount of 20*l.* previously to his bankruptcy, and 6*l.* 10s worth of work between those two periods. It was now submitted either that the plaintiffs must be nonsuited, or the verdict reduced to the sum of 6*l.* 10s.

Rule nisi.

Chanter v. Dewhurst and Another.

New trial.

Peacock moved to set aside the verdict for the plaintiff, and to enter a nonsuit, or for a new trial.

This was an action to recover from the defendant the sum of 31*l.* 10s. for a license to erect and use a certain patent invention, called Chanter's Furnace. The patent, when produced, was found to contain a clause prohibiting any person from using the patent without a license under the plaintiff's hand and seal, but the license, when produced, was under hand only. Three other points were made, but overruled by the Court, and the rule was granted on the first point only. Case cited: *Chanter* v. *Dickinson* (6 Scott, N. R. 182).

Rule nisi.

Victors v. Davies.

It is unnecessary, in the common indebitatus count for money lent, to aver it to have been lent at the request of the defendant.

Declaration, upon the common count for money lent.

Special demurrer, for not alleging it to have been lent to the defendant "at his request."

Pearson, for the defendant, citing *Osborn* v. *Rodgers* (1 Wms. Saund. 264, note 1); *Durnford* v. *Messiter* (5 M. & Sel. 446); 1 Ch. on Pleading, 301, 4th ed.; *Hayes* v. *Warren.*

Lush, contrà, not heard.

The Court gave judgment for the plaintiff, referring to the authorities collected in the note to *Fisher* v. *Pyne* (1 M. & G. 265).

Judgment for the plaintiff.

Alsager and Another, Assignees, &c. v. Currie and Another.

Special case.

A party has a right to set off the amount of a bill of exchange which he has discounted for a bankrupt before his bankruptcy, but which does not fall due until after action brought, and of which the bankrupt was only an indorser—Mutual credit, within 6 Geo. 4, c. 16, s. 50.

This was an action of *indebitatus assumpsit*, to recover a balance of 179*l.* 19s. 11d. alleged to be due to the bankrupt from the defendants, as his bankers; Plea, *non assumpsit*. Under a justice's order, the defendants were at liberty to give in evidence any matter in bar of the action, and the question for the opinion of the Court was, whether the defendants, as such bankers, were entitled, by way of mutual credit, to set off certain bills which they had discounted for the bankrupt, and which bore his indorsement, but were not due at the time of the commencement of the action, but of the dishonour of which due notice had been subsequently given.

The action was commenced on the 2nd Nov. 1843, to recover the sum of 179*l.* 19s. 11d. admitted to be in the defendants' hands as the balance of the bankrupt's account; but the defendants claimed to set off against that sum a part of the amount of certain bills of exchange which they had discounted for the bankrupt, but which did not fall due before the 4th Jan. 1843. At the time of the transaction the bills were regularly entered to the credit of the bankrupt, and he was at the same time debited with the discount on them.

Peacock, for the plaintiffs, submitted that this was not a case of mutual credit within 6 Geo. 4, c. 16, s. 50; that the discounting of a bill of exchange raised no credit against the indorser, but was in the nature of a purchase of the bill; and that mere indorsement of a bill was not such a debt or demand as is provable under the commission within the meaning of that section: citing *Rose* v. *Hart* (8 Taunt. 499); 5 Geo. 2, c. 30, s. 28; *Young* v. *Bank of Bengal* (1 Moore, Priv. Council R. p. 150, S. C.; 1 Deac. Bk. Ca. 622); *Arbouin* v. *Tritton* (Holt, N. P. 408); *Oliver* v. *Smith* (5 Taunt. 56); *Emly* v. *Lye* (15 East, 7); *Starey* v. *Barnes* (7 East, 435); *Collins* v. *Jones* (10 B. & C. 777); *Gibson* v. *Bell* (1 N. C. 754); 7 Geo. 1, c. 21; *Rose* v. *Sims* (1 B. & Ad. 521); *Abbott* v. *Hicks* (5 N. C. 578).

J. W. Smith, for the defendants, was not heard.

The Court held that this was clearly a debt provable under the commission, and within the case of *Starey* v. *Barnes* (7 East, 435); consequently there was a mutual credit within the meaning of the 50th section of the Bankrupt Act, and therefore the defendants were entitled to set off the amount against the plaintiffs' claim.

Judgment for the defendants.

BUSINESS OF THE DAY.

Tew v. Jones.—*Willes* moved to set aside the verdict for the plaintiff and to enter a nonsuit, on the ground that the action for use and occupation was not maintainable by one tenant in common against his co-tenant, without proving a special agreement.

Rule nisi.

Roxburgh v. Vincent.—*Demurrer* to plea. *Barstow*, for the plaintiff. *Jervis*, contrà.

Leave to amend.

Lachlan v. Hagen.—*Demurrer* to plea. *Martin*, for the plaintiff. *Taprell*, contrà. Cases cited: *Sutherland* v. *Crafts* (11 M. & W. 296) and *Nash* v. *Breeze* (ib. 352).

Judgment for the plaintiff.

Strong v. Prengle.—*Lush*, for the plaintiff.

Judgment for the plaintiff.

Garratt v. Lempriere.—*Willes*, in support of the demurrer to the declaration. *Lush*, contra.

Stands over.

Carr v. Hopkins.—*Palmer*, for a repleader.

Rule nisi.

George v. Dalmaine.—*Stammers* for leave to add a plea.

Rule refused.

Hedgcock v. Mansell.—*Charnock*, to discharge the defendant out of custody on account of privilege, by reason of his being on his return from attending as witness at the time of the arrest.

Rule nisi.

Tuesday, April 23.

BUSINESS OF THE DAY.

Gregory v. Jones.—*Watson*, to set aside the attachment against the sheriff of Carnarvon.

Rule nisi.

Probert v. Shepherd.—*Crouch*, to set aside the verdict for the defendant, and for a new trial on the ground of misdirection.

Rule nisi.

W. A. Acraman v. Cooper.—Sir *T. Wilde*, *Jervis*, and *R. Gurney*, shewed cause against a rule to set aside the verdict for the defendant, on the ground of their being no evidence for the jury, misdi-

rection, and of the verdict being against evidence. Cases cited: *Daly* v. *Thompson* (10 M. & W. 309); *Grand Junction Railway Company* v. *Freeman* (2 Man. & G. 606; 2 Scott, N. R. 705); *Foster* v. *Pearson* (1 C.M. & R. 858); *Brandao* v. *Barnett* (Ex. Ch.; see 2 Law T. 1); *Taylor* v. *Culmer* (3 B. & Ad. 320); *Scott* v. *Surman* (Willes' R. 407).

Kelly and *Butt*, contrà, not heard. *Rule absolute.*

JOHNSON v. RALLI.—*Crowder* and *Wood* shewed cause against a rule to set aside the verdict for the defendant, on the plea of set-off, and to enter the same for the plaintiff, on the ground of misdirection, and of the verdict being against evidence.

Erle and *Prideaux*, contrà. *Rule discharged.*

ARDEN v. GUERDON and OTHERS.—Moved on the 26th. *No rule.*

FIFE v. WHITALL and OTHERS.—Moved on the 19th. *No rule.*

SMALLCOMB v. OLIVIER. *Part heard.*

Wednesday, April 24.

HUGH ALLEN v. HOPKINS.

(Moved on the 20th.)

Judgment—Non obstante veredicto.

Butt moved to set aside the verdict for the defendant, and to enter up judgment for the plaintiff *non obstante veredicto*.

This was an action for goods sold and delivered, and the defendant pleaded, that the goods were, before the time of the sale, parcel of the estate and effects of John Allen, who died intestate; that the plaintiff, pretending to be executor of the goods and chattels of the said John Allen, sold and delivered the goods to the defendant; but that the plaintiff was not the executor of the last will and testament of the said John Allen, and had no right to sell the goods; and that after the sale letters of administration were granted to George Newman, who thereupon became entitled to the said sum, and thereupon demanded it of the defendant who paid the same.

Case cited: *Dickenson* v. *Naish* (4 B. & Ad. 638). *Rule nisi.*

EARL OF HARDWICKE v. LORD SANDYS.

Special case.

Money had and received will not lie by the purchaser of a manor to recover back from the vendor the amount of a fine received by him subsequently to the day on which the purchase-money was to have been paid, but in respect of an admittance to which the tenant was entitled long before such day of payment.

This was an action for money had and received, brought by the plaintiff, to recover from the defendant the amount of a fine alleged to be payable to the plaintiff as lord of a certain manor. It appeared that the manor in question had been sold by the defendant to the plaintiff, and, by the terms of the contract, the purchase-money was to have been paid on or before 24th of June, 1843; but in consequence of some delay taking place in preparing the conveyance, the time for payment was postponed, at the plaintiff's request, to the 24th of July, but interest was to be calculated and payable thereon from the 24th of June. The purchase was not completed before the end of August, and the deed of conveyance not executed until the 8th of September following. It appeared, that nearly two years prior to the 24th of June, a party of the name f Westcomb had become entitled to admittance as tenant to certain copyhold tenements, part of the manor in question, but at the request of the tenant, no admittance took place until the 1st of July; but the fine, the amount of which was sought to be recovered in the present action, was not paid to the defendant until the 8th of December following, viz. after the conveyance was executed and possession delivered to the plaintiff.

Kelly (*Cleasby* with him) submitted, first, that a lord of a manor has no right nor power to demand a fine until the admission of the tenant takes place; consequently, as the admission did not take place before 1st of July, the fine did not become payable before that period; and as the plaintiff would be considered, at any rate in a court of equity, to be the owner of the estate from the 24th of June, he was entitled to recover back this fine from the defendant, as money had and received to the plaintiff's use. Secondly, that the conditions of sale contained a clause "that on the completion of the respective purchases, the purchaser should be entitled to the rents and profits of such parts of the lands as were let;" and that this fine must be considered to be within that condition, as being either rent or profits of a part of the estate which is let; otherwise, no part of that condition could apply to the lot in question; and that, at any rate, the condition was ambiguous, and must be construed in favour of the purchaser.

Erle, for the defendant, was not heard.

The COURT held, that the plaintiff was not entitled to recover on either ground: not on the first, because the fine was payable at the time the tenant became entitled to admittance, which in the present instance was long before the 24th of June; and not upon the second, as the fine could not be considered to fall within the meaning of that part of the conditions of sale.

Judgment for the defendant.

BUSINESS OF THE DAY.

LYON v. REED and OTHERS, Executrix and Executors.—This was a special case stated for the opinion of the Court, as to whether or not a certain lease must be considered as merged or surrendered. The facts of the case are too voluminous and complicated for insertion. *Watson* (*Woolrych* with him), for the plaintiff. *Erle*, for the defendants. *Cur. adv. vult.*

MARQUIS OF BUTE v. THOMPSON.—Demurrer struck out.

DOE dem. BARBOUR and OTHERS v. MUNRO.—Special case.—Part heard.

DICKENSON v. ALSOP.—*Willis* moved to set aside an award. *Rule refused.*

Thursday, April 25.

BREWER v. DEW and ANOTHER.

Where a plaintiff obtains judgment on demurrer, and goes down to trial on other issues, which are found for him with one shilling damages, and the judge refuses to certify, he is entitled to the costs of the judgment on the demurrer, but not to the general costs of the cause or of the issues found for him.

Peacock moved for a review of taxation. This was an action of trespass for breaking and entering the plaintiff's dwelling-house, and seizing and carrying away his goods.

The defendants pleaded that after the commencement of the action the plaintiff became bankrupt. The plaintiff demurred, and obtained judgment upon the demurrer, and afterwards went down to trial on certain issues of fact, on which he obtained a verdict with one shilling damages, but the judge refused to certify.

Upon the taxation of costs, the Master refused to allow the plaintiff any costs whatever. It was now submitted that he was entitled to the general costs of the cause, and of the issues found for him, notwithstanding the 3 & 4 Vict. c. 24; but that at any rate he was entitled to the costs of the judgment upon the demurrer; citing 3 & 4 Vict. c. 24; *Taylor* v. *Rolfe and Others* (13 Law J. 39, Q.B.)

The COURT held that the plaintiff having only recovered a verdict of one shilling, and the judge having refused to certify, was not entitled to any costs at all on the trial of the cause, but was clearly entitled to the costs on the judgment on demurrer, inasmuch as judgments on demurrer are not affected by 3 & 4 Vict. c. 24. *Rule nisi.*

BUSINESS OF THE DAY.

COVENTRY v. SMITH.—*Miller* moved to set aside the verdict for the defendants, and for a new trial, on the ground of misdirection. *Rule nisi.*

SMITH v. HEARNE.—*M. Smith* moved to set aside the joinder in demurrer, on the ground of irregularity and bad faith. *Rule nisi.*

SMITH v. CHADWICK.—*E. James* moved to set aside the verdict for the defendant on the ground of misdirection, and of the verdict being against evidence. *Rule nisi.*

ATKIN and ANOTHER v. DANNS.—*Jervis* moved on behalf of the plaintiff to amend the declaration by changing the venue from London to Derbyshire. *Rule nisi.*

SMALLCOMBE v. OLIVIER.—Argument concluded. *Cur. adv. vult.*

CLARKE and ANOTHER v. KENRICK and ANOTHER.—Part heard.

BAIL COURT.

Friday, April 19.

(Before Mr. Justice COLERIDGE.)

REG. v. THE JUSTICES OF MIDDLESEX.

Mandamus to justices to enter continuances and hear an appeal.

Howorth applied for a *mandamus* commanding the above justices to enter continuances and hear an appeal. The application was made on behalf of a ratepayer of St. Pancras' parish, who had been assessed to a paving rate made under the authority of the Southampton Paving Act, 41 Geo. 3, c. 131 (local), and others. The question was, whether the appeal clause in the above Act is taken away by that of the 57 Geo. 3, c. 27 (public local). The justices had held that it is, but nevertheless advised this application, with the view of getting the decision of the Court on the conflicting appeal clauses of the two Acts. *Rule nisi.*

HAY v. THE EARL OF CHARLEVILLE.

Where a peer of Ireland has a residence in London, but is staying in Ireland, the Court will not grant a distringas to compel an appearance, it not appearing that he is keeping out of the way to avoid service.

Webster, on a former day, applied to the Court for a *distringas* to compel the appearance of the defendant, on an affidavit that stated that repeated applications had been made at the town residence of the noble defendant with the view of serving him with the writ herein, but that the answers were that he was in Ireland; that letters had been directed to him at his residence in Ireland, and that no answers had been returned; and that his solicitors had also been ineffectually communicated with upon the subject. (*Snape* v. *The Earl of Waldegrave*, 2 Dowl. N. S. 401.)

His LORDSHIP now declined to grant the writ, on the ground that there was nothing to shew that the defendant was keeping out of the way to avoid the process, since he is a peer of Ireland, and has a residence in that country, and that the proper course would be to sue him in that kingdom. *Rule refused.*

Saturday, April 20.

Mr. *Thesiger*, Q. C. this day took the oaths on his appointment to the office of her Majesty's Solicitor-General.

Ex parte LUKE HUNTER.

Sir *John Bayley* moved in this case; but, in consequence of the defective state of his affidavits, he had liberty to get them amended and to renew his motion.

Monday, April 22.

REG. v. THE JUSTICES OF KENT.

Mandamus to justices to compel them to issue a warrant to levy the amount of compensation awarded by them under a local Act.

Henderson moved for a rule *nisi* for a *mandamus* commanding the above justices to issue a warrant of distress to levy on the treasurer of the commissioners appointed under the Dartford Creek Act (3 Vict.), the sum of 24*l*. 11*s*. 3*d*. being the amount of assessed compensation and costs. Under the above Act the commissioners were to make compensation for injuries done to private individuals; and the 34th clause provides that where the compensation shall be disputed, and shall be under 20*l*. that resort shall be had to two justices, who are to award the amount to be levied on the treasurer. In this case proceedings had been taken under this clause, and the justices had decided in favour of the applicant, whereupon the commissioners applied to the Court of Queen's Bench to remove the conviction by *certiorari*, with the view to its being quashed; in this they failed, and the applicant then applied to the justices for their warrant of distress to levy the amount of compensation and costs. An indemnity had been offered, but the justices declined (under advice) to issue the warrant unless by the authority of this Court. *Rule nisi.*

BANFIELD v. DARRELL.

Distringas against lunatic to compel an appearance.

Lush moved for a *distringas* to compel an appearance against the defendant, who is a lunatic. The affidavit disclosed that several calls had been made at the residence of the defendant, but that the answers were, that he could not be seen; that he resides with his father, and has a keeper, neither of whom could be met with. The process was left with the servant. *Rule granted.*

BUSINESS OF THE DAY.

FORD v. JONES.—*Wordsworth* moved for a rule calling upon the defendant to shew cause why this case should not be tried by a common jury after this Term, unless he would consent to the appointment of another arbitrator. This case had been referred to Mr. Serjt. Bompas, in consequence of whose death the reference had gone off. *Rule nisi.*

HATTON v. MACREADY.—*Charnock* moved in this case, which had been tried before the under-sheriff, when a verdict was returned for the defendant, to set aside the writ of trial, on the ground that the cause was not within the Act, it being for unliquidated damages. (*Lismore* v. *Beale*, 1 Dow. N. S. 166; *Jackson* v. *Borer*, 5 M. & W. 155.) *Cur. adv. vult.*

PROBERT v. SHEPPARD.—*Crouch* moved in this case, which was tried before the Secondary, and in which a verdict was returned for the defendant for a new trial, on the ground of misdirection. *Rule refused.*

MORGAN v. CHAMBERS.—*Petersdorff* moved for a rule to rescind the order for trying this case before the undersheriff, and that it should be tried at the assizes for Carmarthenshire. *Rule nisi.*

Tuesday, April 23.

DOE dem. —— v. ROE.

Judgment against the casual ejector—Sufficiency of date of declaration.

Petersdorff moved for judgment against the casual ejector. The declaration had been duly served, but was headed Hilary Term, 8th Victoria; the date of the demise, however, was the 27th March, 1844, and the notice was to appear in next Easter Term; the service was in March last. (*Doe* dem. *Green* v. *Roe*, 8 Scott.) *Rule granted.*

DOE dem. —— v. ROE.

Judgment against the casual ejector—Sufficiency of service.

Simpson moved for judgment against the casual ejector, under the following circumstances. On the

6th of March last, the servant of the tenant was served with the declaration. On the 1st of April the deponent saw a Mr. Hine, a solicitor, who stated that he was the attorney for a Mrs. Smithers, who claims to be landlady, and who had received the declaration from the tenant. *Rule nisi.*

BENN *v.* HUTCHINSON.

Application against the sheriff to refund money improperly demanded and received by his officer.

Lush moved for a rule calling upon the sheriff of Durham to shew cause why he should not refund to the defendant the sum of 7*l.* 10s. and pay the costs of the application.

It appeared that the defendant, apprehending that a *fi. fa.* would be levied on his property, sent his son to the officer to inquire if such a writ had been received, as he would pay the amount without the necessity of a levy. On the 5th of February he received a message that a warrant had been obtained, whereupon he attended at the office of the sheriff's officer, and found that the warrant was for 94*l.* 0s. 6d. and 3*l.* 0s. 6d. costs, which amounts he caused to be paid. On the 10th of February he received a message that a sale would that day take place of some of his sheep under the execution, and, on his attending to know how this was, he saw the officer's wife, who said that the sum of 7*l.* 10s. was due for poundage and costs, and that unless that amount was paid, the sheep would be sold. Upon this the defendant paid the amount, under protest, on the same day, and took a receipt. It was now contended that the demand and reception of this latter sum (there being no levy) was an extortion. (*Walls v. Coates*, 11 Ad. & Ell. 826.) *Rule nisi.*

BUSINESS OF THE DAY.

Ex parte NEWE**S.—*Robinson* moved for a *habeas corpus* to bring up the body of the applicant, who is now in confinement in Newgate awaiting his trial, with the view to his being admitted to bail. *Rule granted.*

ARNETT *v.* ARNETT.—*Symons* moved in this case, which was tried before the under-sheriff of Staffordshire, to set aside the nonsuit, and for a new trial. *Rule refused.*

HYDE *v.* GREEN.—The *Solicitor General* moved for a writ, in the nature of a *mandamus*, to be directed to the Supreme Court of Judicature in the East Indies, for the purpose of taking the examination of certain witnesses in this cause. *Rule nisi.*

ARAM *v.* BOSHER.—*Heaton* applied for a rule to set aside the judgment signed herein by the defendant, on the plaintiff's default in not proceeding to trial pursuant to his peremptory undertaking. *Couch* shewed cause in the first instance.

Rule granted, on payment of costs, the plaintiff undertaking to go to trial (before the sheriff) on Thursday week.

Wednesday, April 24.

—— *v.* ——

Where an application is made under the 6 & 7 Vict. c. 82, s. 5, for an order to compel a witness to attend under a commission issued by a Scotch court, the rule is not absolute in the first instance.

Barstow moved for an order to compel one James Alexander to appear before a commissioner, named in a commission issued in a cause now depending in the Court of Session, and to produce certain documents.

This application was made under the provisions of the 6 & 7 Vict. c. 82, the fifth section of which provides for the examination of witnesses in England in causes depending in other parts of the Queen's dominions, and which points out the course to be pursued in the event of the party's refusal to attend; viz. by application to one of the superior courts for a rule or order to compel his appearance.

It was suggested, that this would be a rule absolute for the order in the first instance; but the learned judge thought that the party should be at liberty to shew cause if he thought proper. *Rule nisi.*

DATTON *v.* MACREADY.

Application to set aside a writ of trial on the ground of the demand being for unliquidated damages—What are not unliquidated damages.

Charnock, on a former day (Monday), applied on behalf of the plaintiff to set aside the writ of trial herein, on the ground that the damages were unliquidated, and therefore not the subject of a trial before the sheriff. The plaintiff claimed a sum of 19*l.* odd; and the amount was made up of certain sums which the plaintiff claimed as due to him for having performed on an emergency a character at the defendant's theatre—for compensation (the amount of a week's salary), in having been turned off from his engagements without notice, and also for certain deductions made in his salary on nights when the theatre was shut. At the trial a verdict was returned for the defendant, and it was now contended that these claims were in the nature of unliquidated damages, and not, therefore, the subject of a writ of trial.

COLERIDGE, J. in refusing the rule (this day) said that the various claims were not in his judgment in the nature of unliquidated damages; and that in particular the claim for performing the part was in the nature of a *quantum meruit*, and that the case was similar to all those in which a demand is made for work and labour. His lordship distinguished this case from those cited in the motion (*see report*). *Rule refused.*

REG. *v.* JUSTICES OF MERIONETHSHIRE.

Mandamus to justices to hear an appeal.

Welsby moved for a *mandamus* commanding the above justices to enter continuances and hear an appeal. On the 1st of January an order of removal was made, and suspended on the 10th; on which day notice was given to the appellant parish, who, therefore, gave a notice of appeal, and subsequently served their grounds of objection. On the 29th of March, the respondents obtained a *supersedeas* of their order, and served the same on the appellant, but made no tender of any costs. On the 1st of April the respondents obtained a fresh order of removal, which they served on the 9th, when they tendered 2*l.* which the appellants refused as too little, and went to the sessions with their appeal, which the justices refused to permit to be entered. *Rule nisi.*

BUSINESS OF THE DAY.

BICKNELL *v.* WETHERELL.—*Phinn* moved to discharge the defendant out of custody, on the ground that the *ca. sa.* had been amended by an order of court, and not resealed, and on other grounds. *Rule refused.*

REG. *v.* FRAMPTON.—*Cockburn*, Q. C. moved that the defendant, who had been found guilty on an indictment for the non-repair of a road, should be discharged from the same on payment of a nominal fine, the road having been put in repair, and there being the certificate of two justices to that effect. *Application granted.*

PRYOR and ANOTHER *v.* SWAYNE.—*Chambers* shewed cause against a rule obtained by *Fitzherbert* to set aside a warrant of attorney, the judgment, and all subsequent proceedings, on the ground of there being no attorney present at the time of the execution nominated by the defendant. At the conclusion of his argument, Mr. Justice Coleridge intimated that he would not at present call upon Mr. Fitzherbert in reply.

Thursday, April 25.

THE MARQUIS OF AYLESBURY *v.* CODDICK.

Where a notice of declaration cannot be delivered to a party on account of his having left his former place of abode, the Court should be applied to for its permission to substitute a service, before any substituted service has, in fact, been made.

Sir *J. Bayley* moved for leave to fix the notice of declaration up in the office, on the following facts:—The defendant had been served with the writ of summons on the 1st of April, at her house. On the 16th an application was made at the same house, with the view of delivering the notice of declaration, when it was ascertained that she had secretly removed, and it could not be learnt to where she had gone. Upon this a copy of the notice was stuck on the door, and one thrust under it.

COLERIDGE, J.—You must do that over again *with* the leave of the Court which you have done *without* it. The notice of declaration may be delivered again in the same way, and then you may affix the notice up in the office. *Application granted.*

Ex parte DEARDON, *re* FERRAND.

Application against an attorney, who was formerly steward of a manor, to deliver up manorial documents.

Henderson moved for a rule calling upon Mr. Thomas Ferrand, an attorney of this court, to shew cause why he should not forthwith deliver up to James Deardon, esq. lord of the manor of Rochdale, or to Mr. Samuel Lomax, the present steward of the said manor, all the rolls, records, muniments, books, and documents of the said manor, now in the possession of the said Thomas Ferrand, which have come to his hands as steward of the said manor. These documents had come to Mr. Ferrand's possession whilst steward of the said manor, which office he no longer holds, and it was suggested that he refuses to deliver them up, on the ground of his having a lien as the attorney of Mr. Deardon. On the part of the applicant, it was contended that he had no right, on such a ground, to detain manorial writings, and which have come to his hands as steward. (3 T. R. 275; 5 Taunt. 206; 6 Taunt. 105; —— v. *Scott*, 6 Maddox, 93.) *Rule nisi.*

REG. *v.* THE BRISTOL AND GLOUCESTER RAILWAY. *Ex parte* FRYER.

Mandamus to a railway company to issue a warrant to impannel a jury to assess damages for an injury occasioned by their works.

E. V. Williams moved for a *mandamus* commanding the directors of the above company to issue their warrant to summon a jury to assess the damages done to the coal mines of Messrs. Fryer.

It appeared that in the course of the execution of the works of the company, the coal mines of the above parties had been drowned by the escape of a large body of water, and that the company, on an application to them, had refused to make compensation. *Rule nisi.*

BUSINESS OF THE DAY.

WALTERS *v.* WHALLEY.—*J. W. Smith* moved for a rule referring the case to the Master, to ascertain what had been paid for principal and interest herein, on the writ of *elegit*, and that 100*l.* now in court might be paid out to the plaintiff. *Rule nisi.*

ARCHBELL *v.* WALKER and OTHERS.—*Pashley* moved for a rule calling upon an attorney of this court to deliver up the *postea* in this cause to the plaintiff's attorney. *Rule nisi.*

MARSHALL *v.* SYMMONDS.—*Hughes* moved to set aside the issue and notice of trial herein, for irregularity, the issue not specifying the date of the writ of summons. *Rule nisi.*

BENNETT *v.* DUNCAN.—*Johnson* shewed cause against a rule obtained by *Hance* for judgment as in case of a nonsuit.

Rule discharged upon a peremptory undertaking to try at the sittings after Term.

Bankrupt and Insolvent Courts.

COURT OF REVIEW.

Monday, April 22.

Ex parte BARNETT, *re* ALLEN.

Mortgage—Trust for sale—Lord Loughborough's Order.

An assignment upon trust for sale for the purpose of securing a debt is not a mortgage within the meaning of Lord Loughborough's Order.

By deed, bearing date the 13th day of July, 1839, the life interest of Mary Allen and of the bankrupt, in certain property, was conveyed to one Mountford, in trust to sell for the purpose of securing a sum advanced to the bankrupt, and by the same deed a policy of assurance upon the life of the bankrupt was also assigned to Mountford. Subsequently to the bankruptcy, which occurred in February 1843, Mountford's interest was assigned to Barnett, the petitioner. On the 13th of March last, an order was made by the commissioner for the sale of the bankrupt's interest in this property, and this petition was presented for the purpose, amongst other things, of obtaining liberty to bid at the sale.

Bacon, for the petitioner.

Russell, for the respondents.

The CHIEF JUDGE.—Is this a mortgage? The only word used in Lord Rosslyn's Order is "mortgagee." This deed appears to me only a trust for sale, and not a mortgage. It is not every security that is a mortgage.

Russell mentioned that there was an express decision that such a deed was not a mortgage, and referred to *Ex parte Pettit*, *in re Houghton*. (Powell on Mortgages, vol. i. p. 153, n.)

The CHIEF JUDGE.—My own impression certainly agrees with that decision.

The petition was subsequently, upon other grounds, directed to stand over, with liberty to amend, upon the petitioner's paying the costs.

Wednesday, April 24.

Ex parte DANIELL, *re* DANIELL.

Assignee out of the jurisdiction—Conveyance of bankrupt's estate—1 & 2 Wm. 4, c. 56, sects. 25, 26.

This was a petition presented by creditors under a fiat issued in 1835, for the removal of Sir William Daniell, one of the assignees, at present in command of the *Ringdove*, in the West Indies. The object was to effect the sale of certain real estates of the bankrupt, and to enable Mr. Turner, the other assignee, to complete the conveyance alone. A difficulty, however, arose in consequence of the 25th & 26th sects. of the 1 & 2 Wm. 4, c. 56, not providing for the case of an assignee's being removed without a new choice being made.

Swanston, for the petitioners.

The CHIEF JUDGE thought that one mode of effecting the purpose of the petitioners would be for them to take an order, declaring that it would be for the benefit of the estate that Sir William Daniell should be removed from the assigneeship, and that Mr. Turner should remain sole assignee; and ordering that Sir William Daniell should make the necessary conveyance; and then application might be made by the petitioners to the Court of Chancery for a conveyance, as in the ordinary case of a trustee out of the jurisdiction. His Honour, however, under the circumstances, considered that it would be better to have a new choice, and accordingly, upon Mr. Swanston's assenting, it was so ordered.

THE LEGISLATOR.

Summary.

WE have in type the County Courts Bill, and other Bills in progress, but are unable to find room for them just now. Next week a Supplement will enable us to present them to our readers.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Tuesday, April 23.

Vestries Bill.

BILLS READ A SECOND TIME.

Friday, April 19.

Municipal Corporations (Ireland).
Damage by Fire (Metropolis).

Monday, April 22.

Factories Bill, No. 2.
Ecclesiastical Courts.
Superior Courts Common Law.

Wednesday, April 24.

County Palatine of Lancaster.
Court of Chancery ditto.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Friday, April 19.

Malan's Naturalisation.
West Croft Inclosure.

Monday, April 22.

Rother Level's Drainage.

Wednesday, April 24.

Figge's Naturalization.

BILLS READ A SECOND TIME.

Monday, April 22.

Southwark Improvements, No. 2.
Coventry Improvement and Cemetery.
Cababe's Naturalization.

Tuesday, April 23.

York United Gas, No. 2.

BILLS READ A THIRD TIME AND PASSED.

Monday, April 22.

Yarmouth and Norwich Railway.
North British Railway.
Eastern Counties Railway.
Hartlepool West Harbour and Dock.

Wednesday, April 24.

New British Iron Company.

HOUSE OF COMMONS.

BANKRUPTCY.

MONDAY, April 22.—Mr. SCOTT wished to know from the right honourable gentleman the Secretary of State for the Home Department, whether it was the intention of her Majesty's Government to introduce any measure for the appointment of a taxing-officer in bankruptcy. In the Bankruptcy Bill, which had passed two years ago, there had originally been a clause appointing a taxing-officer in bankruptcy; how the clause had disappeared he knew not, but he wished to know if it was now intended to appoint a taxing-officer.—Sir J. GRAHAM had not received the notice which the honourable gentleman had been kind enough to give him of his intention to put the question until after he had entered the House. If the honourable gentleman would be kind enough to put his question to-morrow, he would make the necessary inquiries in the mean time, and be prepared to give him an answer.

COUNTY COURTS BILL.

Sir JAMES GRAHAM said he was anxious to state the course which he intended to pursue with regard to the County Courts Bill. He had given his best attention to a Bill which stood upon the paper for a second reading that evening, for the recovery of small debts, and which had been brought in by the honourabl and learned member for Chester (Mr. Jervis) and the honourable and learned member behind him (Mr. Watson); and the result of his consideration had led him to think that that measure contained some salutary reforms. To the greater portion of that measure, therefore, he was disposed to give his assent; and so far from looking upon it as a rival of the County Courts Bill, he thought, with some slight modifications in the former, they might proceed *pari passu* together, and together pa. into law. Up to the 25th clause, he (Sir James Graham) had no objection to the honourable and learned gentleman's Bill. To the 25th clause he saw some objection. That clause provided for the appointment of new judges, in the shape of assessors. Now, he would suggest that the judges appointed under the County Courts Bill should be the judges to perform the duties of the assessors under the Bill of the honourable and learned gentleman. The summary jurisdiction he proposed to limit to cases where the amount claimed did not exceed 15*l.*; under the Bill of the honourable gentleman he saw the summary jurisdiction was extended to a higher amount, viz. 20*l.* It was open to the House to say whether the higher amount should be substituted. The course he proposed was, that the Government Bill should go through committee *pro formâ*, in order to enable him to introduce certain alterations, and that it should then be printed in its improved form. He would now move that the report of the money clause should be brought up, in order to its being incorporated in the bill, and he would then move that the House resolve itself into committee, *pro formâ*.—Mr. JERVIS had no objection to the course proposed.—Mr. WATSON remarked, that the Bill of his honourable and learned friend the member for Chester provided for the trial of issues in the superior courts. He was of opinion that the criminal business of the country required some persons of station and character presiding at quarter-sessions. There were many offences that were now sent to the assizes which might be tried before the chairman of quarter-sessions, and thus a great saving to the county rates would be experienced, and the prisoners would be tried with but little delay instead of being confined in gaol six or seven months previous to trial. At present there was no appeal from the decisions of courts of quarter-sessions. This was a point to which he trusted some consideration would be given.—Mr. W. ELLIS said he had given notice of some amendments to the County Courts Bill, the object of which was, that where a defendant in an action above 15*l.* made an affidavit that he was advised by his attorney, and believed he had a good defence, the case might be removed within seven days to one of the superior courts. And he proposed further, that when the defendant made such an affidavit, and failed in making good his assertion in the case, he should be compelled to pay the costs; and he also proposed to extend the jurisdiction, in undisputed cases, to 50*l.* He was anxious to know whether the right honourable gentleman had turned his attention to the amendments of which he had given notice.—Sir J. GRAHAM said his attention had been called to the honourable gentleman's amendments, and he understood the object was to extend the jurisdiction in cases where there was no defence to 50*l.* He (Sir J. Graham) was not disposed to extend the jurisdiction of the county courts to any such amount. But the question of amount would more properly arise in committee on the honourable and learned member for Chester's bill.—In answer to a question from Mr. Hawes,—Sir J. GRAHAM said he had no intention of incorporating the Bill of the hon. and learned member for Chester with that of the government.—Mr. CRIPPS said the objection to the Bill was, that it did too much and too little. The machinery for recovering small debts (such as might be recovered in Courts of Requests) was more extensive and more complicated than was necessary. It would be desirable that the courts were more nearly assimilated to the Courts of Requests. In all cases where summary decisions were necessary, in these small cases, it was desirable to avoid calling in a jury.

ECCLESIASTICAL COURTS BILL.

Dr. NICHOLL moved the second reading of the Ecclesiastical Courts Bill, passed by the House of Lords. He gave a short history of the fate of former Bills, and explained that the present measure proposed to abolish all peculiar jurisdictions, thereby getting rid of about 300 courts; but to retain the diocesan courts, and to treat every place and every benefice as within the archdeaconry, diocese, and province of its actual locality; to take away ecclesiastical jurisdiction in matters of tithe and defamation; to make certain provisions for the introduction of *vivâ voce* evidence and trial by jury; and to invest the ecclesiastical judges with powers of enforcing their own judgments. The Bill proposed, also, to give compensations, assessable by the Treasury, to those officers whose emoluments should have been taken away or greatly reduced by these changes.—Sir G. GREY considered the principle of this Bill to be essentially different from that of the Bill of last year, and quite inadequate to meet the evils against which it professed to be directed. Many clauses contained in the former Bill, carrying out the recommendations of the ecclesiastical commissioners, were omitted in the present, particularly the clauses for abolishing the diocesan courts, those acknowledged nuisances so distinctly and strongly condemned by the commissioners. This measure would not secure such judges, or such a bar, as the country had a right to require: the principle of the former Bill, which concentrated the jurisdiction in one superior judge, was wholly abandoned in this, and the jurisdiction was to be distributed among thirty-five courts, and administered by as many inferior judges. These judges, too, were to be armed with large powers of commitment for contempt; which were powers of a nature very dangerous in the hands of inferior judges, especially when not checked by the attendance of a bar. The present measure left untouched the whole evil of *bona notabilia*. What price was to be paid for this plan, in the shape of salaries to judges, the house had not heard; but this he knew, that if the proposed Bill were once passed, with its judgeships and salaries, there was an end to all chance of any further reform. He thought himself justified, therefore, in moving that it should be read a second time on that day six months.—Sir R. INGLIS vindicated the ecclesiastical courts against the imputations very generally cast upon them. Though this Bill went further than he thought necessary, still, if it was intended by Government to be final, he would vote for it. But if it was to be only an instalment, a step to yet further changes, he could not consent to it. He suggested that the suitor might have an option allowed him between the diocesan and the prerogative courts, which would unite the conveniences of vicinity and of centralization. He would recommend also an index of legacies as well as of wills, for now there were many legatees, he was persuaded, who never heard of the bequests they were entitled to. He disapproved the principle of restricting the bishops to the selection of their chancellors from the bar. The great objection which he had entertained against the Bill of last year did not apply to this; he referred to the alienation of the ancient jurisdiction from the church which was attempted in that Bill, but not in the present.—Lord R. GROSVENOR opposed the Bill. He was wholly adverse to the continuance of the diocesan courts. He wished for a universal registry, not only of wills but of deeds; the machinery for the former would serve also for the latter.—Sir J. GRAHAM, in reference to what had been said by Sir R. Inglis, avowed that he still preferred the centralizing principle of last year's Bill; but declared that, if the present measure should pass, he did not believe, after the experience he had had of such Bills, that he should ever propose another upon this subject. The suggestion of an index to legacies had been considered and inquired into, but the result of the examination was, that there were disadvantages which would overbalance the benefits. He admitted that the evil of *bona notabilia* was not entirely removed by this Bill; but it was diminished in the proportion which the thirty or forty retained diocesan courts bore to the 300 abolished peculiars. He referred to several of the clauses as introducing undeniable advantages; and, though he did not think this measure so perfect as that of last year, he recommended it to the House as a decided improvement on the existing system.—Lord J. RUSSELL adverted to the high tone in which the Ministers had asserted the principles of last year's Bill; and taunted them with the humiliating position in which he said they had placed themselves by their present abandonment of those principles. He contended that there was no ground of reason why the administration of the property of deceased persons should belong to the church. It was a mere usurpation, made in the dark ages. The commissioners had expressed it as their decided opinion that the diocesan courts ought to be abolished: this Bill went counter to that opinion. Thus the evils of *bona notabilia* were kept alive, and questions of the greatest importance left to come on before judges almost without experience, who would take the salary, but give very little learning in return for it. The two Houses of Parliament might concur in an address for the removal of any of these judges upon misbehaviour; but there was no power of compelling the bishops to act upon that address. It could not even be said, in defence of this Bill, that it was a concession to the sense of Parliament; for the sense of Parliament had never been fairly taken upon it.—Mr. ELPHINSTONE complained that most of the important recommendations of the commissioners were neglected in this Bill, particularly the recommendation to abolish the diocesan courts. He enlarged on the inconvenience of their localities as compared with that of a court in the metropolis.—Mr. WATSON supported Sir G. Grey's amendment. He condemned the retention of the diocesan courts on several accounts, but particularly on the ground that there ought to be one central testamentary jurisdiction for all property, real as well as personal. The business of the diocesan courts would be now increased by the abolition of the peculiars; and thus, if hereafter it should be proposed to abolish the diocesan courts, the claim for compensation would be so much the larger.—The House divided, when there appeared—

Against the amendment	158
For it	59
Majority	99

Mr. T. DUNCOMBE, after the division upon the amendment, renewed the debate upon the main question. Last year the First Lord of the Treasury had vowed that the Bill of that year was an honest one. How, then, could this be an honest one, which so widely varied from the other? Sir R. Inglis, who wished to preserve all old abuses, was no doubt consistent in supporting this Bill, by which all old abuses were preserved. For his own part, he wanted no ecclesiastical courts, no canon law.—Sir R. PEEL adhered to what he had said last year. He had then said that the Bill was an honest measure, because he knew that the Ministers, who conscientiously promoted it, would be opposed upon it by their own general supporters. He still preferred that bill, and avowed that if he had thought it could be carried now, he would have advised Sir J. Graham to repeat the experiment of it; but believing that this could not be effected, he thought it better to secure a minor benefit—the abolition of peculiars—than to allow the attempt at a broader legislation to fail again in this year, as it had failed for the twenty years preceding. He strongly felt the importance and utility of legal reforms; but they were always attended with great difficulty, from vested interests, and from claims for compensation. He felt no humiliation in the course the Government had taken; they were doing what, on the whole, they believed to be safest and best. The noble lord had reserved to himself the right of changing his opinion on the matter of the factories, from the purest motives, he doubted not; but let the noble lord make that same allowance for the integrity of others.—Mr. C. BULLER said, that if last year's Bill was honest in including much which might pro-

voke the opposition of the supporters of the Government, the present Bill, which omitted every thing that could provoke such opposition, could have very little claim to the epithet of honest. The Bill was then read a second time.

THE MAGISTRATE.

Summary.

ATTENTION is directed to many decisions of considerable importance, especially to one in the Queen's Bench, *Reg.* v. *Justices of Kesteven*, in which it was decided, that if the Quarter Sessions hold the grounds of an appeal to be insufficient, and refuse, on that account, to allow the appellants to go into their case, it amounts to a decision on the merits, and a *mandamus* will not issue to compel the sessions to hear the appeal, overruling the cases of *Reg.* v. *Carmarthen*, and *Reg.* v. *The West Riding of Yorkshire.*

From the London Gazette, Friday, April 19.

At the Court at Buckingham Palace, the 17th day of April, 1844; present, the Queen's most excellent Majesty in Council.

This day the Right Hon. John Hope, Lord Justice Clerk of Scotland, and the Right Hon. Sir Frederick Pollock, knight, Lord Chief Baron of her Majesty's Court of Exchequer, were, by her Majesty's command, sworn of her Majesty's most hon. Privy Council, and took their respective places at the board accordingly.

Her Majesty having been pleased to appoint the Right Hon. William Earl of Lonsdale to be Lord Lieutenant and Custos Rotulorum of the counties of Cumberland and Westmoreland, his lordship this day took the oaths appointed to be taken thereupon, instead of the oaths of allegiance and supremacy.

Her Majesty in Council was this day pleased, upon the representation of the Right Hon. the Lords of the Committee of Council on Education, to appoint the Rev. H. Walford Bellairs, the Rev. Frederick Watkins, and Joseph Fletcher, esq. to be three of her Majesty's inspectors of schools.

WHITEHALL, April 17.—The Queen has been pleased to direct letters patent to be passed under the Great Seal, granting the dignity of Knight of the United Kingdom of Great Britain and Ireland unto William Chambers, of Glenericht, in the county of Perth, esq. Companion of the most hon. Military Order of the Bath and colonel in the army.

April 19.—The Queen has been pleased to present the Rev. John Lees, D.D. to the church and parish of Stornoway, in the presbytery and isle of Lewis, and county of Ross, vacant by the transportation of the Rev. John Cameron, late minister thereof, to the church and parish of Edderton, in the presbytery of Tain.

Office of the Poor-Law Commissioners,
Somerset-house, April 18.

In pursuance of an Act passed in the session of Parliament held in the 4th and 5th years of the reign of his late Majesty King William IV. cap. 76, entitled "An Act for the amendment and better administration of the Laws relating to the Poor in England and Wales;"

This is to give notice, that the Poor-Law Commissioners have appointed Colonel Thomas Francis Wade to be an Assistant Commissioner of Poor-Laws; and that the said Colonel Thomas Francis Wade, on this present 18th day of April, 1844, took the oath required by the said Act, before the Hon. Mr. Justice Wightman, at Westminster-hall.

Signed, by order of the Board,
GEORGE COODE, Assistant-Secretary.

The Marquis of Bute will, we hear, be again requested to represent her Majesty as Lord High Commissioner at the forthcoming General Assembly of the Church of Scotland, for the third time.

THE LAWYER.

Summary.

THE influx of reports compels us to abbreviate all other information, and we can only refer to the variety of important cases that will be found among them.

LEGAL INTELLIGENCE.

CHANCERY SITTINGS.

EASTER TERM, 1844.

LORD CHANCELLOR.

AT WESTMINSTER.

Monday .. April 29 }
Tuesday ...... 30 } Appeals
Wednesday, May 1 }
Thursday...... 2—Appeal Motions
Friday .... 3—Petition Day. Unopposed only, and Appeals
Saturday ...... 4 }
Monday .... 6 } Appeals
Tuesday .... 7 }
Wednesday .... 8—Appeal Motions

Such days as his Lordship is occupied in the House of Lords excepted.

VICE-CHANCELLOR OF ENGLAND.

AT WESTMINSTER.

Monday .. April 29 }
Tuesday ...... 30 } Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday, May 1 }
Thursday...... 2—Motions
Friday .... 3—Petition Day. Unopposed first Short Causes, and Causes
Saturday ...... 4 }
Monday ...... 6 } Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday ...... 7 }
Wednesday.... 8—Motions

MASTER OF THE ROLLS.

AT WESTMINSTER.

Monday .. April 29 }
Tuesday........30 } Pleas, Demurrers, Causes, Further Directions, and Exceptions
Wednesday, May 1 }
Thursday ...... 2—Motions
Friday .... 3 }
Saturday ...... 4 } Pleas, Demurrers, Causes, Further Directions, and Exceptions
Monday ...... 6 }
Tuesday........ 7—Petitions in General Paper
Wednesday .... 8—Motions.

AT THE ROLLS.

Thursday ...... 9—Short Causes after swearing in the Solicitors.

Short Causes, Consent Causes, and Consent Petitions, every Tuesday at the Sitting of the Court.

VICE-CHANCELLOR KNIGHT BRUCE.

AT WESTMINSTER.

Monday .. April 29 { Pleas, Demurrers, Exceptions, Causes,
Tuesday.. .....30 { and Further Directions.
Wednesday, May 1—Bankrupt Petitions and Causes
Thursday ...... 2—Motions and Causes
Friday........ 3—Petition day. Petitions and Causes
Saturday ...... 4—Short Causes and Causes
Monday. ...... 6 { Pleas, Demurrers, Exceptions, Causes,
Tuesday .... 7 { and Further Directions
Wednesday .... 8—Motions and ditto.

N.B. The days of the Westminster Sittings of the Lord Chief Justice of the Common Pleas at *Nisi Prius* are excepted.

VICE-CHANCELLOR WIGRAM.

AT WESTMINSTER.

Monday .. April 29 }
Tuesday ...... 30 } Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday, May 1 }
Thursday ...... 2 Motions and ditto
Friday.......... 3 { Petition day. Pleas, Demurrers, Exceptions, Causes, and Fur. Directions
Saturday ...... 4 { Short Causes, Petitions (unopposed first), and Causes
Monday .... 6 { Pleas, Demurrers, Exceptions, Causes,
Tuesday ...... 7 { and Further Directions.
Wednesday .... 8—Motions and ditto.

CHANCERY CAUSE LISTS.

Easter Term, 1844.

THE LORD CHANCELLOR.

Appeals.

S.O. Clun Hospital v. Earl Powis }
S.O. Attorney-General v. ditto } appeal and petition
S.O. Marquess of Westminster v. Morrison, appeal
S.O. The Sheffield Canal Company v. The Sheffield and Rotherham Railway Company, appeal

Young v. Lord Waterpark }
Tullock v. Hartley }
S.O. { Strickland v. Strickland }
S.O. { Ditto v. Boynton }
S.O. { Ditto v. Strickland }
Brown v. Bees }
S.O. Matthew v. Brise }
Duke of Leeds v. Earl Amherst }
S.O. Spalding v. Ruding } Appeals
Millar v. Craig }
Rickards v. Rickards }
Sands v. Fincham }
Cochrane v. Cochrane }
Lord v. Colvin }
Davenport v. Bishop }
Clifford v. Turrell }
Parsons v. Bignold }
Forbes v. Peacock
Forman v. Nevill, appeal and motion
Tyler v. Hinton }
Miln v. Walton }
Sandon v. Hooper }
Vandeleur v. Blagrave }
Marq. of Hertford v. Lord Lowther }
Livesey v. Livesey, 10 causes } Appeals
Crosby v. Derby Gas Company }
Parker v. Bult }
Marq. of Hertford v. Lord Lowther }
Ladbrooke v. Smith }
Hitch v. Leworthy }

MASTER OF THE ROLLS.

Burrell v. Earl of Egremont }
Inman v. Whitley } Judgments
Same v. Same }
Smith v. Earl of Effingham }
Rowley v. Adams }
Adams v. Wyatt }
Same v. Carter }
Rowley v. Orchard } Exceptions
Adams v. Same }
Rowley v. Same }
Adams v. Rowley }
Goymour, pauper, v. Pigge
Dalton v. Hayter. Demurrer of Defendant Beavan

First Day of Term.—Motions.

Causes.

Walton v. Potter
Attorney-general v. Potter }
Rowley v. Adams }
Adams v. Wyatt }
Same v. Carter } Fur. dirs. and costs.
Rowley v. Orchard }
Adams v. Same }
Rowley v. Same }
Adams v. Rowley }
Short—Boschetti v. Power
Pringle v. Crookes, fur. dirs. and costs.
Maugham v. West, exons. fur. dirs. and costs, part heard.
Same v. Corey, ditto, ditto
Conolly v. Farrell, fur. dirs. and costs, part heard.
Mellersh v. Marshall
Marshall v. Mellersh
Mellersh v. Marshall
1st Cause day—Bassford v. Blakesley
Bailey v. Fackerell
1st Cause day—Smith v. Carter, fur dirs. and costs
Nouaile v. Flight, exons. of deft. Flight
Same v. Follett, ditto
Hinde v. Blake }
Bagshawe v. Trollope }
Lawrence v. Kempston }
Bunnett v. Foster }
Attorney-general v. Lipscombe }
Same v. Davidson }
Bonnor v. Bonnor } fur. dirs. and costs
Same v. Washbourne }
Same v. Hutton }
Bradley v. Collins }
Slaughter v. Perry }
Same v. Marshall }
Baker v. Bayldon }
Same v. Dunwody }
Woodhouse v. Curling, and petition
Futter v. Jackson
Hallett v. Scott
Best (Pau.) v. Davis
Prichard v. Hughes
Attorney-general v. Bovill, fur. dirs. and costs.

VICE-CHANCELLOR OF ENGLAND.

Pleas, Demurrers, Causes, and Further Directions.

Davis v. Beaven }
Wright v. Norris } fur. dirs. and costs
Davis v. Chanter
Same v. Bishop
Same v. Same
Same v. Best
Beaven v. Powell
Powell v. Dutton, with suppl. suit
S.O. Bayley v. Tindal
S.O. Thomas v. Thomas
S.O. Attorney-gen. v. Grainger
Wilton v. Rumball
S.O. Pearce v. Pearce, cause and petition
Jones v. Williams
Morgan v. Douglas
Smith v. Oakes
Same v. Cassamajor
Dobson v. Lyall, exons. and fur. dirs.
Ward v. Shepherd, fur. dirs. and costs
Squire v. Whitton
James v. Bydder
Le Vasseur v. Scratton, fur. dirs. and costs
Bowman v. Bell, ditto and petition
April 19—Attorney-gen. v. Evans, fur. dirs. and costs
Youde v. Jones }
Same v. Whalley }
Same v. Woosman }
Same v. Davies } fur. dirs. and costs
Baxter v. Abbott }
Halse v. Ditto }
April 19—Beaumont v. Beaumont }
April 17—Ibbetson v. Ibbetson, ditto, and petition
Davis v. Davis }
Pim v. Watson } fur. dirs. and costs
Watson v. Pim }

New Causes.

Lufkins v. Lufkins
Gardner v. Smith
Grimble v. Burnell
Rowe v. Sharp
Same v. Garner
Same v. Mourilyan
Montgomery v. Rodise
Parker v. Day
Rees v. Milsom
Leeming v. Lee
Boynes v. Prevost
Powney v. Blomberg
April 19—El. Beauchamp v. Lygon
Storer v. Jackson
Same v. Same

VICE-CHANCELLOR KNIGHT BRUCE.

Causes, Further Directions, and Exceptions.

To fix a day { Proudfoot v. Hume
To fix a day { Ditto v. Johnson
Dodsworth v. Lord Kinnaird, at defendant's request
S.O. Naish v. Parfitt
S.O. { Willoughby, clerk, v. Willoughby, bart.
S.O. { Same v. Same
S.O. { Attorney-gen. v. Mathie, exons.
S.O. { Same v. Burra, ditto
Norbury v. Fowls }
April 16—Palegrave v. Atkinson } fur. dirs. and costs.
Sutherland v. Cooke }
Browne v. Shadwell }

New Causes.

Lees v. Givons
Powell v. Story
Lovett v. Stirling
Roose v. Earl of Strathmore
Dodsworth v. Lord Kinnaird.

VICE-CHANCELLOR WIGRAM.

Causes, Further Directions, and Exceptions.

April 16 · Broad (pauper) *v.* Robinson
Ditto —Attorney-gen. *v.* Northcote
Wylie *v.* Morrison
Same *v.* Dickenson
Dickenson *v.* Morison
Same *v.* Clarke
S.O. { White *v.* Wesson / Same *v.* Pratt } fur. dirs. and costs
April 15 { Duncan *v.* Snook / Wigan *v.* Bashall } exons.
S.O. Bull *v.* Edwards, cause and motion
Borcham *v.* Bignall
Barnett *v.* Deane
Barkley *v.* Reay
Osborne *v.* Foreman
Attorney-gen. *v.* Poulden
Parsons *v.* Holl, fur. dirs. and costs
Same *v.* Berry, ditto
Bensor *v.* Hadfield
April 20 —Ramsey *v.* Fletcher, fur. dirs. and costs
Hinves *v.* Hinves, fur. dirs. and petition
King *v.* Wilson
Lettsome *v.* Price
Overton *v.* Banister
Perkins *v.* Bradley
Bayhe *v.* Martin — fur. dirs. and cost.
Little *v.* Greville
Same *v.* Baker
Clare *v.* Wood
Hall *v.* Palmer, exons.
Russell *v.* Same, exons.
Coldicott *v.* Brown, fur. dirs and costs
Perry *v.* Reed, ditto.

New Causes.

Cramer *v.* Haskins
Kirk *v.* Eddows
Singer *v.* Kimberley
Simes *v.* Eyre
Tindal *v.* Jortin
Healey *v.* Fenton
Fitzroy *v.* Keppel
Berry *v.* Pugh.

REGULA GENERALIS.

Easter Term, in the Seventh Year of the Reign of Queen Victoria.

It is ordered, That for the future it shall not be necessary to have a warrant of attorney to acknowledge satisfaction of a judgment, or a judge's fiat thereon, but that it shall be requisite only to produce a satisfaction piece similar to that in use in the Court of Queen's Bench, except that in all cases such satisfaction piece shall be signed by the plaintiff or plaintiffs, or their personal representatives, and such signature or signatures shall be witnessed by a practising attorney of one of the Courts at Westminster, expressly named by him or them, and attending at his or their request to inform him or them of the nature and effect of such satisfaction piece before the same is signed; and which attorney shall declare himself in the attestation thereto to be attorney for the person or persons so signing the same, and state he is witness as such attorney; but any judge at Chambers shall have power to make an order dispensing with such signature of the plaintiff or plaintiffs or their personal representatives, under special circumstances, as he may think right: and that in cases where the satisfaction piece is signed by the personal representative of a deceased plaintiff, he shall prove his representative character in such way as the Master may direct.

Read in Court of Queen's Bench, 24th April, 1844.
" Common Pleas, 25th "
" Exchequer of Pleas 24th "

Registered Electors in Great Britain.—Mr. Hume has procured, by order of the House of Commons, abstract returns of the number of electors on the register for each county, city, &c., in England, Wales, and Scotland, in the years 1839 40 and 1842-43, distinguishing their different qualifications. We subjoin the following interesting and important statistical information. The total number of electors on the various registers of all the English counties in the year 1842-43 was 479,530, exhibiting an increase of 20,254 over the number registered in 1839-40. Of these 479,530 electors, 312,873 were freeholders, 26,275 copyholders and holders by customary tenure, 22,722 leaseholders for a period of years or for lives, 106,736 50*l.* occupying tenants, 1,686 trustees, &c., 1,996 office-holders, &c., and 6,853 holders of joint qualifications, &c. In Wales the total number of county electors in 1842-43 amounted to 38,657, exhibiting an increase of 2,207 over the year 1839-40. Of this number, 21,580 were freeholders, 29,255 50*l.* occupying tenants, and 6,450 lease-holders. The total number of electors on the registers of the various cities, towns, and boroughs in England amounted in 1842-43 to 328,686, exhibiting an increase of 9,290 over the year 1839 40. Of these 328,686 city and borough voters, 244,066 were 10*l.* householders, 52,161 freemen and liverymen, 6,187 freeholders or burgage tenants, 82,127 scot-and-lot voters, 3,630 potwallers, 54 office-holders, and 16,051 holders of joint qualifications. The number of freemen has hardly fluctuated at all; but the 10*l.* householders have increased by 13,323. The total number of borough voters in Wales amounted in 1842-3 to 9,665, showing a decrease of 365 since 1839-40; of these 9,655, 6,068 were 10*l.* householders, and 2,581 freemen. Crossing the Tweed, and proceeding to Caledonia, we find that the total number of county electors in Scotland amounted in 1842-43 to 48,820, shewing an increase of 1,314 since the year 1839-40; of these 48,820 voters, 18,126 were sole or joint proprietors, 2,679 life-renters, 23,853 leaseholders (including sole or joint occupants, &c.), 650 in right of wives, 1,175 office-holders, 507 joint qualifications, besides 2,087 who have been transferred from the old to the new roll of freeholders. The total number of electors on the registers of the various cities, towns, and burghs of Scotland amounted in 1842-43 to 36,424; and in 1839-40 to 35,680; 12,012 were proprietors, 22,663 occupiers, 295 life-renters, 497 in right of wives, and 1,988 joint qualifications. It thus appears that the gross total number of electors (both county and borough) in Great Britain amounted altogether in the years 1842-43 to 941,782, showing a gross increase within three years of 83,394. Taking the total population of Great Britain at 18,000,000, it will be seen that 1-19th portion of the people exercise the elective franchise, which is nearly 5¼ per cent.

The Northern Circuit.—At the conclusion of the present assizes, on Saturday last, Mr. Baron Rolfe, after sitting at Liverpool for nearly three weeks, observed to Mr. Wortley that it was almost more than human nature could endure to go through the labours of the northern circuit.—*Leeds Mercury.*

First Sunday in Term.—Sunday last being the first Sunday of Easter Term, agreeably to established custom, the judges of the Courts of Queen's Bench, Common Pleas, and Exchequer, together with the Lord Mayor, the sheriffs, and other civic functionaries, attended divine service at St. Paul's Cathedral, in the afternoon. Shortly after three o'clock there entered Lord Denman, Lord Chief Justice Tindal, Mr. Baron Parke, Mr. Baron Gurney, Mr. Baron Rolfe, Mr. Justice Wightman, Mr. Justice Cresswell, the Right Hon. the Lord Mayor, the Recorder, Aldermen Farebrother, Wilson, T. Wood, Gibbs, Johnson, Hughes Hughes, Mr. Sheriff Musgrove, and Mr. Sheriff Moon, the Common Serjeant, and Commissioner Bullock. About twenty common councilmen were also present. The Bishop of London, the Bishop of Llandaff (Dean of St. Paul's), and Archdeacon Hall, occupied their respective seats. That portion of the edifice devoted to divine service was crowded to excess, and great anxiety prevailed to obtain admission. All the judges and the other distinguished persons mentioned were habited in their robes of office. Full cathedral service was performed, during which the Lord Bishop of London ascended the pulpit, and preached from the second chapter of Saint Paul's epistle to the Philippians, 12th and 13th verses. The discourse, which had reference entirely to the immediate text, was a very appropriate one, and was heard with the deepest attention by all present. At the conclusion of the sermon, the remainder of the church service was performed, and the Lord Mayor, judges, Recorder, and the other functionaries, left the church in the same order in which they had entered. It was expected that the new Chief Baron (Sir F. Pollock) would have attended, but the learned judge, to the great disappointment of several, was not present.

Will of Sir Francis Burdett.—The will and codicils of the late Sir Francis Burdett have been proved in Doctors' Commons by Sir Edmund Antrobus, E. Antrobus, jun. E. Marjoribanks, and W. M. Coulthurst, esqrs. the executors. The deceased gives to his wife, Lady Burdett, his mansion in St. James's-place, plate, 2,500*l.* per annum, money at his banker's, carriages, horses, and money secured on estates amounting to a princely income (which, alas! she never enjoyed); to his two daughters, Miss Burdett Coutts and Mrs. Cave, 10,000*l.* each; to a Miss Meredith, living with Miss Coutts, 500*l.* as a token of his esteem. To his nephews and other relatives several legacies are given. He gives to his steward 250*l.* and recommends his family to continue him in their service. To his butler, grooms, and gamekeeper, annuities varying from 20*l.* to 50*l.* per annum for life, and all servants one year's wages and a suit of mourning. To one of his grooms, named Howard, he gives an annuity of 30*l.* coupled with a request that he will take special care of a terrier dog (which, during Sir Francis's life, was a great favourite). The residue and bulk of his property is given equally between Lady Burdett and his son. The property is sworn under 160,000*l.*

Will of Lady Burdett.—The will of this lady has been proved, by the sole executor, John Parkinson, esq. of Lincoln's inn-fields. The amount of personal property is sworn under 10,000*l.* Her ladyship bequeaths her large silver inkstand (the gift of her mother) to Sir Francis Burdett. To Mrs. Otway Cave, the whole of her plate bearing her (Lady Burdett's) initials. To Miss Burdett Coutts, all papers and boxes sealed and locked in Skelton-street and the Strand, together with the portrait of her "dear husband," by Shee. Her jewellery and trinkets to be divided between her daughters. The cash at her banker's to be divided among Lady North, Viscountess Sandon (children of her "late beloved sister"), Mrs. Cave, and Mrs. Trevanion (her daughters), subject to a legacy of 50*l.* to Miss Meredith (living with Miss Coutts), and other legacies to god-sons, god-daughters, servants, &c. It may be necessary to observe that the above property was her ladyship's private property, she not having lived to enjoy the large fortune left her by her husband, which accounts for the comparatively small sum under which the personalty has been sworn. The will is dated as lately as October 1843.

Middle Temple, April 20.—The undermentioned gentlemen, upon taking the customary oaths before the benchers of this hon. society, were thereupon called to the degree of barrister-at-law:—Thomas Charles Thompson, only son of Thomas Thompson, esq. deceased, of Bishopwearmouth, in the county of Durham; and Ernest Charles Jones, only son of Major Charles Jones, late aide-de-camp to the King of Hanover.

We understand the benchers of the Hon. Society of the Inner Temple have determined upon enforcing a more strict course of examination of its applicants for admission to the bar than has hitherto existed, and that with a view of effecting the same, the benchers have appointed, in addition to two of the former examiners—John Leycester Adolphus and Edward Bullock, esqrs.—Robert Ingham, Henry Davison, and Gerard W. Lydekker (of the common law bar), and William Henry Harrison and Thomas Henry Haddan, esqrs. (of the Chancery bar), examiners of the qualifications of the law students of the Inner Temple previous to their admission to the bar. The present Lord Abinger was one of the examiners at the same time with Mr. Adolphus and Mr. Bullock, and his lordship resigned directly after his accession to the peerage.

That spirit of *competition* which we are apt to consider as the soul of trade, was vehemently censured by a parliament of Edward III. What would a modern auctioneer think of an Act, like the 33 Ed. 3, relating to the sale of herrings, which recites, 'that they were sold at a most unreasonable price," occasioned "by many merchants, as well labourers as servants, coming to the fairs, and every one by malice and envy increasing the price upon his competitor, so that, if one bids fourpence, another offers tenpence more, and so every one surmounteth the other in bargaining."

IRELAND.—THE STATE PROSECUTIONS.

Dublin, Wednesday Evening, April 25th.

At a late hour on Saturday evening, just before the Court rose, the Attorney-General came into the Queen's Bench, and requested the Court to allow the motions in the case of *Reg.* v. *O'Connell* to stand over to a future day. He stated that he had deemed it his duty, in consequence of the charges contained in the affidavits filed in support of the traversers' notice of motion for a new trial, to call on the clerks of the peace, and Mr. Mc Grath, the chief clerk in their office, who had acted as registrar to the recorder in the late revision of the jury lists, to answer the matter of those affidavits, or to state in writing that they declined so to do. The answers of these gentlemen had not been received up to that period, and therefore he desired further time, in order to ascertain whether those persons intended to make affidavits, before the legal advisers of the Crown should determine on the course they should adopt. It was then arranged, after some conversation between the Court, the Attorney-General, and the traversers' counsel, that the motion should stand over generally, the Attorney General undertaking to give the usual notice when he desired the case to be proceeded with.

This postponement was the subject of much discussion, both among the profession and the public; some asserting that the postponement was in consequence of the Crown finding themselves unable to maintain their verdict; and others asserting that a compromise had been entered into with the traversers. However, both these premises have proved incorrect, as on Monday affidavits were sworn by Messrs. Archer and Dickenson, clerks of the peace, and by Mr. Magrath, exculpating themselves, and stating their belief that the omission of the names referred to from the jury lists was the result of accident and not of design, and resulted from the great hurry of business at the time. On Tuesday, notice was served on all the traversers by the Crown solicitor, calling on them to bring forward their motion for a new trial on Thursday the 25th instant; and in addition to the affidavits already mentioned, affidavits to oppose the motion have been sworn on the part of the Crown by Mr. Kemmis, the Crown solicitor, by all the junior clerks in the clerk of the peace's office, which are to the same effect as that made by the chief clerk, Mr. McGrath. An affidavit has also been sworn by Mr. Hodges, the government reporter; so that in all probability the discussion of the motion will commence on Thursday week; when it will terminate, judging from the previous proceedings, it would be impossible to predict.

CORRESPONDENCE.

BANKRUPTCY PRACTICE.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I beg to call your attention, and through you that of the public, to a very vexatious course of proceeding which has of late been adopted in one at least, probably though in more, of the new District Courts of Bankruptcy.

I enclosed an affidavit of debt, written on the ordinary-sized foolscap paper, on the 15th of March last, to one of the official assignees of the Birmingham District Court, and after its being retained until the 19th of the present month, it was returned to me by the solicitor to the fiat, with an intimation that it had been refused by the official assignee, as being "on the wrong-sized paper" and the heading irregular, and that a fresh affidavit should be sent before Wednesday (this day), when the next (for aught I know, the last) meeting was to take place; but no explanation is vouchsafed either as to what was the correct size of paper, or whether the heading was irregular; which latter, however, was, I venture to say, altogether a captious objection. Now, it appears to me, I confess, independently of the very unceremonious way in which this affidavit has been treated, as to which I say nothing, that an objection to receive an affidavit, on the ground that it is on the wrong-sized paper, *id est*, not on the particular size of paper sanctioned or adopted by a particular court, is preposterous, and is a dictation on the part of certain persons in office which the Profession ought not to submit to. There are no less than seven District Courts of Bankruptcy, and it is by no means impossible that each may choose to vary the size of paper made use of! Is it to be said, then, that an attorney is to provide himself with a stock of paper suitable to each court, and which he could not in all probability obtain, if it be of such a particular size, without having recourse to the particular stationer employed to provide the same for the particular court? It appears to me to be a most impertinent interference on the part of some persons, and a most undue assumption of authority.

I have thought it right, therefore, to give the matter publicity through your columns, and shall be glad to profit by your comments on the matter.

The case of *Garcias v. Ricardo*, which occurred before the Vice-Chancellor of England on the 17th of this month, and is reported in the last number of your journal, p. 33, may not be inappropriately referred to in this place. That was a case where the officer of the court had refused to file a bill because the interrogatories had been engrossed in a continued form, instead of, as it was contended they should have been, by commencing every interrogatory with a fresh line. His Honour stated, however, that although, since the orders of 1841, it had been the common usage to act otherwise, it was quite consistent with the liberty of the subject, that the interrogatories should be placed in continuation; and ordered therefore that the bill be put upon the file.

I am, Sir, yours &c.,
JAMES NICHOLSON.

Warrington, 24th April, 1844.

To Readers and Correspondents.

A SUBSCRIBER'S CLERK. *Gurney's.*

J. W. CURRER. *Thanks for the article, but we have not space now for discussions on disputed points.*

H. STEPHENS.—*When we can find room for them, these Bills shall appear.*

A SUBSCRIBER.—*It may, and it may not.*

POUS.—*We can give no information at present as to the proceedings of the society.*

J. H. JONES.—*Warren's.*

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THE DEFAULTERS.

The name of Mr. W. Simons, of Newcastle Emlyn, was contained in this list last week. It has since been ascertained, that it was an error arising from the name of Mr. Simons appearing in the Law List both at Newcastle and at Carmarthen, at which latter place he had duly paid his subscription. The Publisher not being aware that both names were of the same person, the error was unavoidable, and he hastens to explain and apologize, and to state that Mr. Simons had paid long ago.

THE LAW TIMES.

SATURDAY, APRIL 27, 1844.

TO SUBSCRIBERS.

SUBSCRIBERS desirous of availing themselves of the advantages of *pre*-payment are informed that the subscription for the *third* volume is now due, and should be paid in the course of a few days, in order to entitle them to the large deduction allowed upon this mode of payment. The subscription, when *pre*-paid, is,

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We hope it is understood that it is entirely at the option of our Subscribers whether they will thus pay in advance or not; but as it offers many conveniences, we encourage it by making a deduction of more than *twenty per cent.*—the cost, where credit is taken, being 27s. for the half-year.

We care not which mode of payment the subscriber may prefer; but we desire it to be understood that the deduction can be allowed only where the subscription is *really pre*-paid, and not after the lapse of several weeks from the commencement of the half-year; for, in such case, the advantage, in consideration of which the boon is given to the Subscriber, is, of course, lost to us.

Subscriptions should be made payable to the Publisher, Mr. CROCKFORD, *at the General Post-office.*

The second volume will, of course, be bound in precise uniformity with the first, at the same cost—viz. 5s. 6d. if the numbers be transmitted to our office by the post, in three or four packets, tied with the ends open, and accompanied with a letter advising whence it comes, and how it is to be returned when bound.

A few copies of the First Volume, bound, may still be had to complete sets, price £1 7s. 6d.

The Second Volume may also be had, bound uniformly, price 1*l.* 12s. 6d.

TO OUR READERS.

NOTWITHSTANDING the mass of Reports contained in the present number, we have been compelled to omit many pages of them which were in type, as well as other material of interest.

A Supplement next week will, we hope, enable us to bring up a considerable portion of these arrears, and compensate to our subscribers the space upon which the advertisements have encroached. We shall always consider ourselves indebted to our subscribers for any excess of advertisement columns above the outside leaves; and they may be assured it shall be punctually discharged. We shall seize the opportunity to present to our subscribers the long-promised Index to the Subjects of Cases reported in the *first* volume, which may be pasted into it, if bound, or added to the second volume, at option.

We have to announce an arrangement which will, we trust, be found to add largely to the attractions and utility of the LAW TIMES. We purpose to give a distinct series of reports of Magistrates' cases, similar to those in the *Law Journal*, which will be subsequently published in the form of a small pocket volume, for use at magistrates' meetings and sessions, at a very trifling cost. These reports will be in full, and got up with great care by a gentleman of whose ability our readers have been already enabled to form a judgment. They will date from the commencement of the present Term.

THE VERULAM SOCIETY.

IN reply to many inquiries, we beg to say that it is impossible to announce the commencement of the operations of the Society. The number of the members is not yet 400, and less than 750 will not suffice to meet the cost of publication. A gentleman is now engaged in making a personal canvass of the Profession in the larger towns, and from the progress he has already made, there is little or no doubt that the needful numbers will be obtained. But this work is a very slow one, and a long time must elapse before the country is thus traversed. And yet, until the canvass is completed it will be impossible to begin operations, and it would not be wise to abandon the design until this fair trial has been given to it.

In such circumstances, we deem it right to suggest to the members a course of proceeding which will be satisfactory to them and to ourselves. It is this. Many of them have paid their year's subscription, which is lying at our bankers. We ask to be permitted to return it for the present, until the Society is in actual operation, the entrance fee of course being reserved, as originally announced, to meet the necessary preliminary expenses incurred, and still proceeding, in the endeavour to establish the Society.

Or, if they please so to spare the cost and trouble of the return of this and the transmission of the subscription now due for the LAW TIMES or CRITIC, perhaps they would authorize us to apply the subscription paid for the Verulam Society to those accounts.

We wait the instructions of the subscribers as to which course they may prefer, and, on hearing from them, their wishes shall be observed; either the money returned, or set to the account of their subscriptions; and as soon as the Society is in a condition to begin its labours, a notification shall be forwarded to them, and then the subscription to it can be paid.

The Reports of Magistrates' cases, announced in the preceding address to our Readers, will be speedily submitted to the Society; but as the cost of this will be very trifling, the subscribers had better pay for it on receipt, or when they have other occasions to forward moneys to the office.

THE ECCLESIASTICAL COURTS BILL.

We beg to direct the attention of the Profession to a suggestion which certainly deserves their *immediate* and very serious notice.

At present the proctor, though employed by the attorney, and really only his agent, transacts the business as if he were retained directly by the client, instead of acting upon the rule of agency, and sharing the fees. The consequence is, that the attorney incurs all the risk, and obtains none of the profit; he pays all, and the proctor pockets all: he has not even interest for the money he thus advances.

The practical effect of this is, that the attorney, who would have been content with the fees divided on the principle of agency, deprived of his just remuneration in that form, is almost compelled to compensate his risk and outlay by charges for business connected with the transaction, which he would not otherwise have noticed in his bill. So the client indirectly pays the penalty of an absurd and unjust law.

Now we would suggest the propriety of the Law Societies exerting themselves forthwith to procure the insertion of a clause in the Ecclesiastical Courts Bill, repealing the 53 Geo. 3, c. 127, ss. 8 & 9, imposing the penalties. The Profession would thus secure an important *right*, of which they ought not to have been deprived, and which they never would have lost had there been vigilant law societies to protect their interests then. But whatever is done must be done quickly.

ADVERTISING ATTORNEYS.

The following is a copy of a printed circular which has been forwarded to us. Mr. Elkins, it seems, is a sort of itinerant attorney, who notifies that he attends village markets, and no doubt does so as punctually as "Cheap John," or any other tramp.

"Mr. ELKINS, Attorney at Law, of London, begs to state that he will attend at EDENBRIDGE, on Saturdays, at Market time, and will be happy to attend to any Professional business that may be entrusted to him with fidelity and zeal.

"*Cook's-court, Lincoln's-inn, April* 1844."

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

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THE MONEY MARKET.

The English Funds have been rather inclined to improve. Consols have marked *par*, but there appears to be at present some "limits" at that price, which for a time may prevent a rise beyond that point.

The business in Foreign Stocks has been very circumscribed; but there were a few purchases in Spanish Bonds, which had the effect of raising the quotations of these securities by a trifling amount.

In Shares, there was a fair amount of business. The only new feature is a heaviness in the stock of the Eastern Counties line. London and Birmingham, 228 to 30; South Western, 84 to ½; Eighths, 3⅞ to 4⅛ prem.; London and Brighton, 43⅝ to ¾; New, 11¼ to ⅜; Blackwall, 5⅝ to 6; Greenwich, 4¾ to 5¼; Croydon, 17¾ to 18; Manchester and Leeds, 110 to 112; New, 47 to 8; Quarter Shares, 9 to ¼; Manchester and Birmingham, 56 to 8; Birmingham and Derby, 60 to 2; Thirds, 20 to 1; Eighths, 3¾ to 4¼; Midland Counties, 88 to 90; North Midland, 88 to 90; Edinburgh and Glasgow, 66 to 7; New, 16¼ to ¾; Great Western, 111⅛ to 112⅛; Half Shares, 71⅛ to 2⅛; Fifths, 19⅞ to 20; South Eastern, 35⅞ to 6⅛; New, 5⅝ to 6⅛ prem.; Northern and Eastern, 57 to ½; Eastern Counties, 12¾ to ½; New Registered, 14⅛ to ⅝; Perpetual Five per Cents. 1⅛ to ¾ prem.; Birmingham and Gloucester, 92 to 4; Hull and Selby, 59⅞ to 60⅛; Bristol and Exeter, 73⅞ to 4⅛.

Landed Property.—Lord Monson's Lincolnshire estate was sold on Thursday at the Auction Mart, by Mr. George Robins, for 57,100 guineas. Mr. Malcolm, the late M.P. for Boston, is the purchaser.

Public Sales.

By Messrs. SHUTTLEWORTH and SONS, at the Mart.

On Monday the 15th, commenced the sale of the freehold ground-rents arising from the whole of the Regent-square estate, comprising the entire of Regent-square, Harrison-street, James-street, Regent-place, Francis-street, Sidmouth-street, Wakefield-street, and Wellington-square, extending from the Foundling Hospital estate to the Gray's-inn-road, St. Pancras, Middlesex, comprising upwards of 320 private residences, dwelling-houses, shops, manufactories, public institutions, and other premises, let under numerous leases for terms of years commencing in 1805 and subsequent periods, and producing at present most amply-secured ground-rents, amounting to nearly 1,720*l.* per annum, with the reversion in fee to the improved rentals, amounting to upwards of 18,600*l.* per annum, sold in lots as follows, viz.:—

A freehold ground-rent of 6*l.* 6s. per annum, secured upon No. 4, Sidmouth-place, and No. 23, a coach-house and stable, Sidmouth-mews; lease expires December, 1901; improved rent 60*l.* per annum—190*l.*

A ditto of 10*l.* 10s. secured upon the Olive Branch, No. 5, Sidmouth-place; lease expires 1901; improved rent 84*l.*—285*l.*

A ditto of 10*l.* per annum upon No. 6, improved rent, 48*l.*; lease expires 1901—a ditto of 3*l.* 5s. per annum upon No. 7, and 10s. 6d. in addition for a piece of ground—a ditto of 5*l.* 5s. upon No. 7—150*l.*

A ditto upon No. 8—140*l.*

A ditto upon No. 9—145*l.*

A freehold house and premises, situate No. 1, Sidmouth-place; let at 76*l.* per annum—1,000*l.*

A freehold ground-rent of 6*l.* 6s. per annum, secured upon No. 1, Sidmouth-street; lease expires 1901; improved rent, 55*l.*—160*l.*

A ditto of 6*l.* 16s. per annum, secured upon No. 2; improved rent, 63*l.*—200*l.*

A ditto of 7*l.* 7s. upon No. 3—200*l.*

A ditto of 7*l.* 7s. per annum upon No. 4; lease expires 1902; improved rent, 70*l.*—190*l.*

A ditto of 7*l.* 7s. per annum upon No. 5; improved rent, 60*l.* per annum—210*l.*

A ditto of 7*l.* 7s. per annum, arising from No. 6: improved rent 82*l.*—210*l.*

A ditto of 20*l.* 14s. per annum, arising from No. 7, lease expires 1901; improved rent, 68*l.*—530*l.*

A ditto of 30*l.* per annum, secured upon Nos. 8, 9, 10, 11, and 12; improved rent, 255*l.*—820*l.*

A ditto of 30*l.* per annum, secured upon Nos. 13, 14, 15, and 16; improved rent, 195*l.* per annum—810*l.*

A ditto of 25*l.* per annum, secured upon Nos. 18 to 21, Sidmouth-street; improved rent, 183*l.*—700*l.*

A ditto of 18*l.* per annum, secured upon Nos. 20, 27, and 28, Sidmouth-street, and No. 1, James-street; improved rent 153*l.*—520*l.*

A ditto of 24*l.* per annum, secured upon Nos. 29, 30, 31, and 32, Sidmouth-street; improved rent, 186*l.*—650*l.*

A ditto of 15*l.* per annum upon Nos. 37, 38, 39, and 40; improved rent, 168*l.*—420*l.*

Sidmouth mews.—A freehold ground-rent of 19*l.* per annum, secured upon coach-houses, stables, and premises, Nos. 2, 3, 4, and 5; improved rent, 84*l.*—450*l.*

A ditto of 17*l.* per annum, Nos. 6, 7, and 8; improved rent, 75*l.*—390*l.*

A ditto of 19*l.* per annum upon Nos. 9, 10, 11, and 12; improved rent, 71*l.*—450*l.*

A ditto of 15*l.* per annum, secured upon coach-houses, stables, and premises, Nos. 13, 14, 15, 16, 17, 18, and 19; improved rent, 115*l.*—370*l.*

Francis-street —A freehold ground-rent of 5*l.* secured upon Nos. 1 to 5, Francis-street, lease expires 1902; improved rent, 162*l.*—155*l.*

A ditto of 60*l.* per annum upon No. 24, Harrison-street, and the manufactory of Messrs Storr and Mortimer, adjoining the same, and extending to Francis-street; improved rent, 26 *l.*—1,630*l.*

Regent-place.—A freehold ground-rent of 9*l.* per annum, secured upon No. 1, lease expires 1905; improved rent, 56*l.* per annum—250*l.*

A ditto of 9*l.* per annum upon No. 2; improved rent, 45*l.*—245*l.*

A ditto, ditto—245*l.*

Regent-square.—A freehold ground-rent of 10*l.* per annum, secured upon No. 1; lease expires June 1905; improved rent, 60*l.*—275*l.*

A ditto upon No. 2—280*l.*

A ditto upon No. 3—275*l.*

A ditto arising from No. 4—285*l.*

A ditto upon No. 5—280*l.*

A ditto from No. 6—280*l.*

A ditto of 14*l.* per annum, arising from No. 7; improved rent, 80*l.*—400*l.*

A ditto, from No. 8—400*l.*

A ditto, from No. 9—410*l.*

A ditto, from No. 10—410*l.*

A ditto, from No. 11—410*l.*

A ditto of 10*l.* per annum, from No. 12—295*l.*

A ditto, from No. 13—290*l.*

A ditto, from No. 14—290*l.*

A ditto, from No. 15—290*l.*

A ditto of 14*l.* per annum from No. 16—400*l.*

A ditto of 14*l.* per annum, secured upon No. 17—410*l.*

A ditto of 8*l.* per annum upon No. 18—240*l.*

A ditto upon No. 19—240*l.*

A ditto upon No. 20—235*l.*

A ditto upon No. 21—235*l.*

A ditto of 10*l.* per annum, secured upon No. 29—290*l.*

A ditto upon No. 30—285*l.*

A ditto upon No. 31—285*l.*

A ditto upon No. 32—285*l.*

A freehold ground-rent of 8*l.* per annum, secured upon No. 33, Regent-square—285*l.*

A ditto, upon No. 34—235*l.*

A ditto of 8*l.* per annum, secured upon No. 35, Regent-square—235*l.*

The entire property is of freehold tenure, and the respective purchasers will be entitled to reversions in fee of the improved rents arising therefrom at the expiration of the existing leases. The land-tax has been redeemed, and will be included in the purchase.

By Mr. JOHN HIND, at Garraway's.

The White Horse, free public-house, situate in Spicer-st. Spitalfields; held for 12½ years, at 42*l.* per annum—180gs.

The Green Man and French Horn, free public-house, No. 83, Bermondsey-wall, Rotherhithe; held for 21 years, at the rent of 25*l.* for the first seven years, and 28*l.* the residue of the term, 120gs.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 2s. 6d.]

BIRTHS.

Scott.—On the 31st ult. at Picton-terrace, Carmarthen, the lady of Captain Scott, chief constable of the county, of a son.

Lovell.—On the 11th inst. at Dinder, Somerset, the lady of Edwin Lovell, esq. of a daughter.

DEATHS.

Simmons, Charles May, esq. solicitor, Boley-hill, Rochester, on the 19th inst. aged 38.

THE GAZETTES.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, April 19.

Barnby, W. H. draper, Cowes, April 11. Trusts. W. Jones, warehouseman, Friday-st. and A. Barton, draper, Cowes. Sols. Messrs. Sole, Aldermanbury.—*Emery*, W. *Tucker*, H. *Winch*, J. *Quaif*, T. *Jarvis*, M. carriers, Brighton, Feb. 20. Trusts. J. Streeter, corn dealer, Brighton, J. Pannett, hay salesman, Lewes, and G. Godley, innkeeper, Clayton. Sol. Bennett, Brighton.—*Riley*, E. grocer, Stratford-upon-Avon, April 12. Trusts. E. D. Ford, gent. Stratford-upon-Avon, J. Suckling, cheese factor, Birmingham, and W. Barnacle, auctioneer, Stratford-upon-Avon. Sols. Messrs. Hunt, Stratford-upon-Avon.—*Rowell*, T. engineer, Nottingham, Feb. 23. Trusts. W. Coulby, gas fitter, Nottingham, T. Gee, iron founder, Nottingham, and J. Redgate, iron founder, Nottingham. Sol. Wadsworth, Nottingham.—*Till*, P. linen draper, Brewer-st. Golden-sq. April 3. Trusts. W. Hitchcock, warehouseman, Wood-st. and A. Luck, warehouseman, Bread-st. Sol. Sole, Aldermanbury.

Gazette, April 23.

Callan, J. and *O'Donnell*, M. builders, Liverpool, April 12. Trusts. J. R. Cooper, ironmonger, Liverpool, and J. H. Bretherton, slate merchant, Liverpool. Sol. F. Bretherton, Liverpool.—*Petty*, S. cloth manufacturer, Eccleshill, Yorkshire, March 27. Trust. G. Matthewman, woolstapler, Leeds. Sol. Blackburn, Leeds.—*Spry*, T. nurseryman, Launceston, Cornwall, April 12. Trusts. R. Dingley, banker, Launceston, and J. Lane, yeoman, South Petherwin. Sols. Lawrence and Pattison, Launceston.—*Tamplin*, E. draper, Brighton March 27. Trusts. T. Ibbotson, clothier, Camomile-st. Brighton, and J. J. Rogers, draper, Brighton. Sol. Bennett, Brighton.

CREDITORS TO MEET ASSIGNEES.

Gazette, April 19.

Jordan and *Magrath*, merchants, Liverpool, May 13, at eleven, Liverpool, spec. aff.—*Watkinson*, J. saddler, Maghull, May 13, at eleven, office of Welsby, Ormskirk, spec. aff.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, April 19.

Allinson, Richard, ironmonger, Whitehaven, Cumberland, April 26, at one, June 10, at two, Newcastle, Com. Ellison; Wakley, off. ass.; Stubbs, Furnival's-inn, Messrs. Perry, Whitehaven, and Ingledew, Newcastle, sols. Date of fiat, April 10. S. Dodgson, gent. Whitehaven, on behalf of the Bank of Whitehaven, pet. cr.

Atkins, John, beer-house keeper and caster of metals, Bloomsbury-st. Aston, Warwickshire, April 27 and May 25, at eleven, Birmingham, Com. Daniell; Whitmore, off. ass.; Chaplin, Gray's-inn, and Harrison, Birmingham, sols. Date of fiat, April 13. C. Hopkins, maltster, Yardley, pet. cr.

Battye, John, linen draper, 8, Courtney-terrace, Kingsland, May 2 and 31, at half-past eleven, Basinghall-st. Com. Fane; Alsager, off. ass.; Dodd, New Broad-st. sol. Date of fiat, April 17. J. Jeffs, plumber, Kingsland, pet. cr.

Carpenter, John, surgeon and apothecary, Rothwell, otherwise Rowell, Northamptonshire, April 30, at twelve, May 30, at one, Basinghall-st. Com. Williams; Graham, off. ass.; Cattlin, Ely-place, and Thompson, Northampton, sols. Date of fiat, April 16. J. M. Cole, farmer, Rothwell, pet. cr.

Diment, James, and Grimes, John, plasterers and painters, Bristol, April 26 and June 7, at eleven, Bristol, Com. Stevenson; Miller, off. ass.; Peters and Abbott, Bristol, sols. Date of fiat, April 11. A. Withers, timber merchant, Bristol, pet. cr.

Dowle, James, wine and spirit merchant and brewer, Chepstow, Monmouthshire, April 26, at twelve, June 6, at eleven, Bristol, Com. Stevenson; Acraman, off. ass.; Messrs. Bevan, Bristol, sols. Date of fiat, April 10. J. Gardiner, esq. and S. Woodruffe, wine merchant, both of Chepstow, pet. crs.

Lord, John Buckley, and Michael Coghlan, woollen cloth manufacturers and scribbling millers, Meltham, Yorkshire, and merchants, Halifax, April 30 and May 28, at eleven, Leeds, Com. Ayre; Hope, off. ass.; Sudlow and Co. Chancery-lane, Floyd and Booth, Huddersfield, and Nayler, Leeds, sols.

Mallalieu, James, cotton spinner, Stansfield-lodge, Halifax, May 3 and 31, at eleven, Leeds, Com. West; Young, off. ass.; Gregory and Co. Bedford-row, and Wavell, Halifax, sols. Date of fiat, April 11. J. Mayson, and W. A. Mayson, cotton merchants, Manchester, pet. crs.

Payne, William, builder, Newcastle-upon-Tyne, April 26, at twelve, June 4, at two, Newcastle, Com. Ellison; Bake, off. ass.; Crosby and Compton, Church-court, and Hodge, Newcastle, sols. Date of fiat, April 13. R. Compton and J. Crosby, solicitors, Church-court, Old Jewry, pet. crs.

Rothery, George, currier and leather dealer, Wakefield, May 6 and 24, at eleven, Leeds, Com. West; Young, off. ass.; Dean, Batley, sol. Date of fiat, April 17. J. Knowles, tanner, Batley.

Slack, James, filtering-machine manufacturer, Medlock-st. Hulme, Manchester, April 30 and May 22, at twelve, Manchester, Com. Skirrow; Pott, off. ass.; Nethersole, Essex-st. and Foster, Manchester, sols. Date of fiat, April 17. S. Brindley, manufacturing chemist, Manchester, pet. cr.

Syer, James Joseph Iron, undertaker, 29, Bridge-st. Blackfriars, April 30, at two, May 21, at half-past one, Basinghall-st. Com. Merivale; Follett, off. ass.; Melton, Warwick-court, sol. Date of fiat, April 17. W. R. Syer, gent. Silvan-grove, Old Kent-road, pet. cr.

Todd, Joseph, Hartfield, Sussex, April 30 and May 21, at two, Basinghall-st. Com. Merivale; Green, off. ass.; Elmslie and Preston, Moorgate-st. sols. Date of fiat, April 18. H. G. Ward, esq. Great Hadham, Herts, A. Duff, esq. Blackheath, and H. Cornford, esq. Richmond, pet. crs.

Waller, Matthew, patent electro plater, gilder, and manufacturer, Percy-st. Tottenham-court-road, and 56, Ann-st. Birmingham, May 3, at one, June 1, at half-past one, Basinghall-st. Com. Holroyd; Groom, off. ass.; Buchanan and Grainger, Basinghall-st, sols. Date of fiat, April 11. J. Jarman, jeweller, Brighton, pet. cr.

Gazette, April 23.

Austin, William, builder and carpenter, Bell-st. Edgeware-road, May 3, at two, June 7, at eleven, Basinghall-st. Com. Fane; Alsager, off. ass., Harpur, Kennington-cross, sol. Date of fiat, April 16. A. Cosser, timber-merchant, Pedlar's-acre, pet. cr.

Batty, Abraham, innkeeper, Birkinshaw, Yorkshire, May 6 and 31, at eleven, Leeds, Com. West; Freeman, off. ass. Bell and Co. Bow Church-yard, and Blackburn, Leeds, sols. Date of fiat, April 13. R. and T. Hick, wine merchants, Leeds, pet. crs.

Brothers, Samuel, currier and co-partner of Isaac Tittensor, carrying on business under the style or firm of Isaac Tittensor and Co. Newcastle-under-Lyme, Stafford, May 1 and June 7, at half-past one, Birmingham; Valpy, off. ass.; Harding, Newcastle, and J. Smith, Birmingham, sols. Date of fiat, April 19. J. Leech, tanner, Newcastle-under-Lyme, Staffordshire, pet. cr.

Brown, William, auctioneer and surveyor, timber, coal, and slate merchant, builder, general dealer, &c. Rickmansworth, Hertford, May 3, at half-past one, June 1, at two, Basinghall-st. Com Holroyd; Edwards, off. ass.; Watson and Sons, Bouverie-st sols. Date of fiat, April 19. J. and W. Freeman, stone merchants, Millbank-st. pet. crs.

Channell, Harry, coal merchant, Southampton, April 26, at two, May 31, at half-past one, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Coxwell, Southampton, and Sowton, Great James-st, sols. Date of fiat, April 18. G. H. Colson and P. Colson, Southampton, pet. crs.

Graham, Edward, singing-master and music-seller, 21, Dover-st. Piccadilly, May 3, at half-past one, May 31, at one, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Lonsdale, Temple-chambers, Fleet-st. sol. Date of fiat, April 21. R. Mills, 140, New Bond-st. pet. cr.

Jackson, Richard, machine maker, Leeds, York, May 4 and 25, at eleven, Leeds, Com Bere; Fearne, off. ass.; Fiddey, Temple, and Barr and Co. Leeds, sols. Date of fiat, April 16. B. Hallewell, wine and spirit merchant, Leeds, pet. cr.

King, James Bagster, merchant, warehouseman, and bill-broker, Newgate-st. May 7 and June 12, at eleven, Basinghall-st. Com. Evans; Johnson, off. ass.; Cox, Pinners'-hall, sol. Date of fiat, April 18. W. Cox, gent. Pinners'-hall, Old Broad-st. pet. cr.

Lloyd, William, wine and spirit merchant, Liverpool, May 3 and 21, at twelve, Liverpool, Com. Ludlow; Bird, off. ass.; Holme and Co. New-inn, and Booker, Liverpool, sols. Date of fiat, April 11. F. Rummeus, zinc manufacturer, Liverpool, pet. cr.

Read, William, and **Page, Enos**, ship-builders and co-partners, Ipswich, Suffolk, April 30, at one, June 4, at half-past eleven, Basinghall-st. Com. Williams; Turquand, off. ass.; Teague, Crown-court, Cornhill, sol. Date of fiat, April 12. T. M. Flockton and W. Flockton, turpentine and tar distillers, Rotherhithe, pet crs.

Smeeton, George, horse dealer, Stratford, Essex, May 1, at three, June 5, at eleven, Basinghall-st. Com. Evans; Johnson, off. ass.; Buchanan and Grainger, Basinghall-st. sols. Date of fiat, April 19. J. Forster, horse dealer, Romford, pet. cr.

Ward, Frederick Heighington, tallow chandler and oilman, 3, Arbour-ter. Commercial-rd. Middlesex, May 1, at half-past one, June 5, at twelve, Basinghall-st. Com. Evans; Johnson, off. ass.; Nias, Copthall-court, sol. Date of fiat, April 15. J. Rayner, Russia broker, Cushion-ct. Broad-st. pet. cr.

MEETINGS AT BASINGHALL-STREET.

Gazette, April 19.

Booth, G. lime-burner, Princes-st. Lambeth, May 10, at half-past eleven, aud. and twelve, div.—*Bridge*, G. C. grocer, Maldon, Essex, May 10, at one, div.—*Clarke*, C. linen draper and hosier, Banbury, Oxford, May 10, at twelve, div.—*English*, H. printer, New Broad-st. May 1, at two, to choose new ass.—*Field*, R. varnish manufacturer, Plummer's-row, Whitechapel, May 10, at half-past twelve, div.—*Florance*, E. the younger, potato dealer, Subdeanry, Sussex, May 10, at half-past ten, aud. and eleven, div.—*James*, T.G. builder, River-st. May 10, at eleven, aud.

Gazette, April 23.

Ballard, J. brazier, Maidstone, May 15, at eleven, aud.—*Balls*, T. iron merchant, Thames-st. May 15, at eleven, aud. —*Blaxdell*, A. harp maker, Upper Charlotte-st. May 15, at eleven, aud.—*Bennett*, T. timber merchant, New City-chambers, May 15, at eleven, aud.—*Bourjot* and *Vellesboien*, West India merchants, Coleman-st.-buildings, May 14, at eleven, aud.—*Couchman*, C. carpenter, Edward-sq. Kensington, May 14, at one, aud.—*Cox*, S. horse dealer, Hendon, and Brunswick-st. Stamford-st. May 14, at eleven, proof of debts.—*Elliott*, R. W. manufacturing silversmith, Compton-st. May 15, at eleven, aud.—*Grand*, R. merchant, Old Jewry-chambers, May 15, at twelve, aud.—*Greaves*, J. leather and hide seller, Fish-st.-hill, May 14, at half-past eleven, div.—*Hill* and *Hill*, bankers, Wisbeach St. Peter's, May 14, at twelve, aud.—*Hopkins*, J. currier and leather seller, Tooley-st. May 14, at eleven, aud. and div.—*Jay*, V. silk hat manufacturer, Southwark-bridge-road, May 15, at half-past one, div.—*Joseph*, J. clerk, Peter's-hill, May 15, at two, aud.—*Lynton*, J. innkeeper and livery stable keeper, May 14, at half-past twelve, aud and one, div.—*M'Kinlay*, R. and *Marr*, A. rectifiers, Silver-st. Wood-st. May 14, at half-past eleven, joint aud. and sep. of M'Kinlay.—*Roe* and *Blachford*, bankers, Newport, May 14, at twelve, aud. —*Scott*, A. auctioneer, Cambridge-st. Westminster, May 15, at eleven, aud.—*Stokes*, J. M. E. gas contractor, St. Albans, May 16, at half-past twelve, aud.—*Teesdale*, C. and *Toulson*, R. furnishing warehousemen, Westminster-bridge-road, May 15, at eleven, joint div. and sep. of Toulson.—*Thorold*, B. H. esq. Harmston and Willesden, May 16, at one, aud.—*Tisoe*, H. carpenter, Hertford, May 16, at eleven, aud.—*Tubb*, J. draper, Basingstoke, May 15, at eleven, aud.—*Vine*, T. W. builder, Peerless-row, City-road, May 16, at twelve, aud.—*West*, L. wine merchant, Freeman's-court, Cornhill, May 14, at half-past one, aud.

FOR ALLOWANCE OF CERTIFICATES.

Gazette, April 19.

Best, E. P. wine merchant, Crutched-friars and Greenwich, May 10, at half-past twelve.—*Bourne* and *Bourne*, woollen drapers, Coleman-st. and Regent-st. May 10, at one, as to William Bourne.—*James*, T. G. builder, River-st. Myddleton-sq. May 10, at half-past eleven.

Gazette, April 23.

Bayley, T. licensed victualler, West Smithfield, May 12, at twelve.—*Cheesman* and *Co.* chinamen, Brighton, May 16, at eleven.—*Conaway*, J. cheesemonger, Gray's-inn-lane, May 16, at half-past one.—*Couchman*, C. carpenter, Edward's-sq. Kensington, May 14, at one.—*Craneis*, R. I. butcher and innkeeper Maldon, May 14, at two.—*Edwards*, H. coal merchant, St. Albans, May 14, at half-past twelve, —*Foord*, G. seed merchant and general dealer, Lenham, May 14, at one.—*Hawkes*, W. R. common brewer, Brighton, May 14, at half-past two.—*Johnson* J. J. carpenter, Lant-st. May 21, at eleven.—*Lark*, J. boot maker, Seymour-st. Euston-square, May 14, at two.—*Moreton*, T. M. eating-house keeper, Bishopsgate-st. Within, May 14 at three.—*Scholefield*, J. cutler, Cheapside, May 16, at eleven.—*Teesdale* and *Toulson*, furnishing warehousemen, Westminster Bridge-road, May 15, at eleven, as to Teesdale.—*Tuck*, E. silversmith, Haymarket, May 16, at half-past twelve.

MEETINGS IN THE COUNTRY.

Gazette, April 19.

Atkinson, J. R. wine and spirit merchant, and victualler, Castor, Lincolnshire, May 11, at eleven, Leeds, aud., and May 14, at eleven, first div.—*Bell*, I. and *Davison*, J. earthenware manufacturers, Newcastle-upon-Tyne, May 10, at eleven, Newcastle, fin. div. of Davison.—*Bulman*, J. J. oil merchant and seed crusher, Newcastle-upon-Tyne, May 10, at one, Newcastle, fin. div.—*Caton*, W. ironmonger, Preston, Lancashire, May 13, at twelve, Manchester, aud. and May 14, at twelve, fur. div.—*Cheetham*, T. sen. surgeon, manufacturer of cotton thread, and doubler of cotton yarn, Stockport, May 13, at eleven, Manchester, aud. and May 14, at eleven, div.—*Crabtree* and *Moore*, carpet manufacturers, Dewsbury, May 13, at eleven, Manchester, aud.—*Etock*, J. linen draper, Leeds, May 11, at eleven, Leeds, aud. and May 16, at eleven, first and fin. div.—*Goss*, J. draper, Devonport, May 13, at twelve, Exeter, aud. and (adj. April 12) last ex. and May 14, at one, div.—*Green*, J. and W. timber merchants, Wetherby, Yorkshire, May 11, at eleven, Leeds, aud. and May 14, at eleven, fin joint div.—*Knowles*, G. corn dealer, Halifax, May 11, at eleven, Leeds, aud. and May 14, at eleven, first div.—*Metcalf*, E. currier, Middlesborough, Yorkshire, May 14, at eleven, Leeds, aud. and May 16, at eleven, first and fin. div.—*Mitchell*, H. fellmonger, Nottingham, May 10, at half-past twelve, Birmingham (adj. April 12), last ex.—*Poore*, E. druggist and stationer, Bampton, Devonshire, May 14, at twelve, Exeter, aud. and May 15, at twelve, fin. div.—*Rapheal*, M. and A. N. silversmiths and jewellers, Kingston-upon-Hull, May 14, at eleven, Leeds, aud. and May 16, at eleven, first div.—*Robinson*, W. W. linen and wollen draper, Beverley, Yorkshire, May 14, at eleven, Leeds, aud. and May 16, at eleven, first and fin. div.—*Seddon*, P. corn dealer, Middle Hutton, April 30, at twelve, Manchester, last ex.—*Waddington*, R. grocer, Boston, Yorkshire, May 14, at eleven, Leeds, aud. and May 16, at eleven, first div.

Gazette, April 23.

Arrowsmith, E. mercer, tailor, and undertaker, Burnley, Lancashire, May 15, at twelve Manchester, div.—*Banks*, J. tallow chandler, Liverpool, May 14, at eleven, Liverpool, aud.—*Berry*, J. banker, Liverpool, May 15, at twelve, Liverpool, aud.—*Chorley*, J. merchant, Liverpool, May 14, at half-past eleven, Liverpool, aud.—*Cornish*, J. painter and glazier, Bridport, Dorsetshire, May 15, at half-past twelve, Exeter, aud. May 16, at half-past twelve, div.—*Davies*, E. blacksmith, Great Crosby, May 14, at twelve, Liverpool, aud.—*Fairclough*, G. F. money scrivener, Liverpool, May 15, at half-past twelve, Liverpool, aud.—*Harford*, J. and *Davies*, W. W. iron masters, Bristol, and Ebbw Vale and Sirhowy, Monmouthshire, May 16, at eleven, Bristol, sep. aud. of Harford, May 17, at eleven, sep. div.—*Humberston*, C. and *Frodsham*, S. commission merchants, Liverpool, and ship builders, Ramsay, Isle of Man, May 15, at one, Liverpool (adj. April 17), div.—*Jones* and *Windle*, wine merchants, Liverpool, May 14, at one, Liverpool, aud.—*Moore*, J. nurseryman, Wellington, May 14, at eleven, Birmingham, aud. —*Morrall* and *Borland*, merchants, Liverpool, May 21, at twelve, Liverpool, aud.—*Murch*, H. sail cloth manufacturer, Norton under Hamdon, Somersetshire, May 15, at one, Exeter, aud. May 16, at one, div.—*Reesby*, C. miller, Stamford, Lincolnshire, May 15, at one, Birmingham, aud. and div. —*Robinson*, W. dealer in cut and plain glass, Liverpool, May 15, at eleven, Liverpool, further div.—*Seddon*, P. coal dealer, Middle Hulton, Lancashire, May 15, at twelve, Manchester, and May 16, at twelve, final div.—*Stott*, J. woollen manufacturer, Rochdale, May 16, at one, Manchester, aud.—*Westmare*, A. joiner, West Derby, May 21, at half-past twelve, Liverpool, aud.

FOR ALLOWANCE OF CERTIFICATES.

Gazette, April 19.

Aldred, J. wholesale stationer, Nottingham, May 30, at eleven, Birmingham.—*Greening*, T. surgeon, Worcester, May 11, at eleven, Birmingham.—*Thomson*, J. iron manufacturer, Stoke upon Trent, May 28, at eleven, Birmingham. —*Thomson*, G. iron manufacturer, Stoke upon Trent, May 28, at eleven, Birmingham.

Gazette, April 23.

Jackson, C. S. cloth merchant, Leeds, May 18, at eleven, Leeds.—*Millar*, T. hosier, Liverpool, May 15, at twelve, Manchester.—*Osborne*, H. R. grocer, Truro, May 15, at twelve, Exeter.—*Rhoades*, H. spirit dealer, Manchester, May 16, at twelve, Manchester.

CERTIFICATES.

Gazette, April 19.—*To be allowed May* 10.

Ballard, J. brazier, Maidstone.—*Billington*, S. woollen draper, Birkenhead.—*Crowther*, G. H. stationer, Warrington.—*Fuller*, W. coal merchant, Cotton-st. Poplar.—*Newton*, H. M. victualler, Kirkburton.—*Reaverley*, J. commission agent, Queenhithe.—*Sanders*, T. shoe maker, Ramsgate.—*Southgate*, H. auctioneer, Fleet-st.—*Turner*, H. F. painted baize manufacturer, Myddleton-st.—*Williamson*, C. hosier, Regent-st.—*Wright*, T. W. dyer, Nottingham.

Gazette, April 23.—*To be allowed May* 14.

Bohn, J. bookseller, King-William-st.—*Brown*, R. butcher, Sunderland.—*Dyke*, M. J. innkeeper, Romsey.—*Fisher*, T. linen draper, Selby.—*Reesby*, C. miller, Stamford.—*Thompson*, R. draper, Strood.—*Toulson*, R. furnishing warehouseman, Westminster-bridge-road.—*Trapp*, T. and T. P. tallow chandlers, Church-st. Southwark.—*York*, J. banker, Stoney Stratford.—*York*, J. iron master, Tipton.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, April 16.

Barber, W. engraver, Hermes-st. Pentonville.—*Bently*, E. cordwainer and farmer, Whalley, Lancashire.—*Bulley*, A. landing waiter, Bernard-st. Russell-sq.—*Davidson*, R. bricklayer, Newcastle-upon-Tyne.—*Ellis*, S. joiner, Bradford.—*Elson*, W. joiner, Northampton.—*Firth*, S. slater and plasterer, Halifax.—*Fletcher*, W. farmer, Althorpe, Lincolnshire.—*Gompertz*, H. out of business, Oak Cottage, Old Brompton.—*Hogg*, W. saddler, Manchester.—*Loach*, C. publican, Birmingham.—*Locke*, J. surgeon, Chapel-st. Grosvenor-sq.—*Lloyd*, E. baker, Liverpool.—*Moore*, J. milkman, Twerton, Somersetshire.—*Parkinson*, T. W. stationer, Ilminster, Somersetshire.—*Perry*, J. butcher, Birmingham.—*Plant*, W. hat block turner, Stockport.—*Oxborrow*, E. blacksmith, Ipswich.—*Randall*, E. postilion, Bath.—*Rolfe*, W. R. pastrycook, High-st. Shoreditch.—*Shaw*, T. bookseller, Tarporley, Cheshire.—*Taylor*, E. cooper, Bradford.—*Thompson*, T. chemist, Harwich.—*Watson*, R. farmer, Luddington, Lincolnshire.—*Wild*, T. clerk, Upper Stamford-st. Blackfriars-road. *Wilkinson*, E. widow, Bawtry, Yorkshire.—*Worley*, W. H. copper plate printer, Shaftesbury-st. Hoxton, and Vaughan-ter. City-road.

Gazette, April 19.

Bonython, J. furniture broker, Salisbury-st. Portman-market.—*Bowskill*, T. butcher, Liverpool.—*Brown*, J. cabriolet proprietor, Duke's-mews, Lisson-grove.—*Bunker*, J. out of business, Northampton.—*Chadwick*, W, overlooker at a worsted manufactory, Bradford.—*Cooper*, J. grocer and joiner, Liverpool.—*Edgeler*, W. bookbinder, Apollo-court, Fleet-st.—*Elderkin*, J. beer retailer, Brook-green, Hammersmith.—*Everit*, J. twine spinner, Great Yarmouth.—*Freeman*, T. A. appraiser, Lisle-st. Leicester-sq.—*Furse*, J. jun. upholsterer, Brighton.—*Goodall*, W. tailor, Bradford.—*Haigh*, J. clothier, Kirkburton.—*Litherland*, J. nail maker, Huddersfield.—*Nicholls*, C. K. out of business, Berkeley-st. West, Lambeth.—*Passey*, S. traveller, Back Vine-st. Minories.—*Pool* R. clothes dealer, Manchester.—*Pinto*, W. assistant to a warehouseman, St. George's-buildings, Hoxton-sq.—*Pond*, R. cutler, Bell-st. Edgeware-road.—*Roberts*, A. fruiterer, York-st. Camden-town.—*Smith*, A. tailor, Bungay St. Mary, Suffolk.—*Strong*, C. cabinet maker, Bristol.—*Thorburn*, W. K. shopkeeper, Halifax.—*Truman*, B. K. carpenter, Kidderminster.

PETITIONS TO BE HEARD AT BASINGHALL-STREET.

Gazette, April 16.

Davis, J. Wolvercot, April 22, at twelve.—*Francis*, J. F. tailor, Sebright-place West, Hackney-road, April 22, at half-past eleven.—*Hillier*, J. carpenter, Fulham, April 19, at half-past twelve.—*Liddelow*, A. butcher, Seymour-place, Camden-town, April 27, at half-past eleven.—*Tennant*, R. Ward-st. Lambeth-walk, April 22, at eleven.—*Titchmarsh*, G. farmer, Foxton, April 27, at one.—*Wigg*, R. plumber, Harleston, April 22, at half-past twelve.

Gazette, April 19.

Bradlaugh, G. grocer and miller, Ipswich, April 25, at two.—*Butler*, G. plumber, Stanton St. John, May 1, at one. —*Crook*, W. H. baker. Southampton, April 27, at eleven.—*Groves*, W. W. hatter, Gerrard-st. Soho, May 1, at eleven. —*Presley*, W. clerk, Prospect-place, Old Kent-road, April 25, at two.—*Reynolds*, J. S. dressmaker, Reading, April 25, at two.—*Simpson*, T. clerk, Chatham, May 1, at twelve.—*Smith*, H. house carpenter, Farlington, May 1, at half-past one.—*West*, E. shipping agent, Bexley-heath, April 26, at two.—*Wollen*, F. C. tailor, Bath-st. City-road, April 25, at two.

FINAL ORDERS.

Gazette, April 16.

Bartram, S. St. Mary-st. Whitechapel, April 29, at one. —*Clinch*, T. beer retailer, Albert-pl. Shepherdess-walk, City-road, April 29, at half-past twelve.—*Hollis*, T. master mariner, Northwood, April 27, at one.—*Lows*, J. ginger beer manufacturer, Wells-st. Cripplegate, April 25, at one.—*Watson*, W. professor of music, Dean-st. Soho, April 29, at one. —*Webb*, J. O'H. accountant, Greenwich, and Sun-court, Cornhill, April 27, at one.

Gazette, April 19.

Chaulk, W. R. farmer, Blackmore, May 1, at two.—*Fryer*, J. tobacconist, Cock-hill, Ratcliffe, May 1, at half-past twelve. —*Pimm*, H. plumber, Barking Churchyard, May 2, at half-past twelve.—*Pullblank*, E. C. comedian, Edward-sq. Kensington, May 2, at half-past one.—*Rickword*, G. veterinary

surgeon, Bedford, May 1, at half-past two.—*Rusher*, A. coffee-house keeper, Leather-lane, May 2, at half-past two.—*Soales*, J. out of business, Upper Stamford-st. Blackfriars, May 2, at half-past twelve.—*Slade*, W. carpenter, Bexley-heath, May 1, at half-past two.—*Sterck*, C. greengrocer, Grosvenor-row, Pimlico, May 1, at two.

PETITIONS TO BE HEARD IN THE COUNTRY.

Gazette, April 16.

Gregory, E. plumber, Ashton-under-Lyne, April 22, at twelve, Manchester.—*Mowbray*, J. farmer, Kirton, April 23, at half-past twelve, Birmingham.

Gazette, April 19.

Bassford, W. cowkeeper, Liverpool, April 26, at eleven, Liverpool.—*Bell*, J. victualler, Manchester, April 24, at twelve, Manchester.—*Bryant*, R. W. tailor, Chippenham, April 24, at half-past eleven, Bristol.—*Cotgreave*, C. jun. law stationer, Chester, April 23, at eleven, Liverpool.—*Edwards*, J. farmer, Boddidris, April 23, at twelve, Liverpool.—*Eggleston*, W. salesman to a flour dealer, Manchester, April 23, at twelve, Manchester.—*Evans*, W. farmer, Bristol, April 24, at eleven, Bristol.—*Heming*, G. omnibus driver, Dudley, April 23, at eleven, Birmingham.—*Johnston*, T. draper, Hadley, April 24, at one, Birmingham.—*Parry*, W. miller, Hope, Flintshire, April 23, at half-past eleven, Liverpool.—*Peel*, S. leather dresser, Colne, April 23, at twelve, Manchester.—*Potter*, P. out of business, Leominster, April 24, at half-past ten, Birmingham.—*Richardson*, W. builder, Liverpool, April 23, at twelve, Liverpool.—*Seel*, J. joiner, West Derby, April 24, at eleven, Liverpool.—*Seys*, W. farmer, Llanvaplev, April 24, at half-past eleven, Bristol.—*Wainwright*, W. clerk, Birmingham, April 25, at half-past ten, Birmingham.—*Walker*, W. basket maker, Oldham, April 23, at twelve, Manchester.

FINAL ORDERS.

Gazette, April 19.

Baker, Z. G. tailor, Topsham, April 30, at one, Exeter.—*Bate*, T. land-agent, Neath, April 30, at half-past twelve, Bristol.—*Bird*, E. attorney, Henstredge, May 2, at one, Bristol.—*Bryan*, T. cooper, Everton, May 3, at twelve, Liverpool.—*Clogg*, W. out of business, Duloe, April 30, at half-past twelve, Exeter.—*Edwards*, J. victualler, Liverpool, May 3, at half-past twelve, Liverpool.—*Gregory*, D. coal merchant, Cheltenham, April 30, at twelve, Bristol.—*Griffiths*, J. T. victualler, Llanelly, April 30, at half-past twelve, Bristol.—*Griffiths*, J. miller, Wednesbury, May 1, at half-past ten, Birmingham.—*Hosker*, R. beer retailer, Liverpool, May 2, at half-past twelve, Liverpool.—*Minshew*, T. carpenter and joiner, Wolverhampton, May 1, at half-past ten, Birmingham.—*Palmer*, W. huckster, Wolverhampton, May 1, at half-past ten, Birmingham.—*Pierpoint*, E. cart owner, Liverpool, May 3, at eleven, Liverpool.

Gazette, April 19.

Court-house, Portugal-street, May 13, *at nine.*

Blackwell, F. C. B. out of business, Bland-st. Great Dover-rd.—*Burrows*, J. G. out of business, Strong's pl. Fulham-rd.—*Campbell*, M. A. out of business, South st. Regent's-park.—*Clark*, D. out of business, Church-pass. Cateaton st. and Alfred-pl. Blackfriars rd.—*Fairchild*, A. plumber, Villa-row, Walworth-com.—*Foster*, W. butler, Wimpole-st.—*Hutchinson*, J. B. out of business, Pulteney-st. Barnsbury-rd.—*Marriott*, R. W. currier, Acre-pl. Cobourg-rd.—*Rickarby*, W. shopman to a furrier, Clarendon-sq. Somers'-town.—*Sermon*, J. cab proprietor, Henry-st. Clapham-rd.—*Simpson*, G. out of business, Augusta cottage, Southampton-st. Camberwell.—*Williams*, G. ship-chandler, Rotherhithe-wall.

TO BE HEARD BY ORDER OF COURT.

Town.

The following Prisoners, whose Estates and Effects have been vested in the Provisional Assignee by Order of the Court, having filed their Schedules, are ordered to be brought up before the Court in Portugal-street, to be dealt with according to the Statute.

Gazette, April 16.

Court-house, Portugal-street, May 2, *at nine.*

Allnutt, H. out of business, Bishop's-walk, Lambeth.

Same hour and place, May 8.

Grissell, W. J. (adj.) in no trade, White-st. Moorfields.

Same hour and place, May 9.

Burton, F. usher at a police-court, Greenwich.—*Desfontaines*, J. out of business, Quadrant.—*Garman*, C. E. surgeon, University-st.—*Jenus*, G. out of business, Frederick-pl. Kingsland.—*Jenvey*, G. land surveyor, Romsey.—*Kirkman*, J. chimney-sweeper, Thomas-st. Grosvenor-sq.—*Lea*, G. retired boatswain, Deptford.—*Peerly*, B. clerk, King-st.-ter. Islington.—*Shewin*, . B. messenger, Blenheim-st. Chelsea.—*Spencer*, S. bricklayer, Prospect-ter. East India-rd.—*Watson*, W. ironmonger, Commercial-pl. Kentish-town.—*Wendt*, L. furrier, Norman's-bldgs. St. Luke's.

Same hour and place, May 10.

Alsop, G. A. calico-printer and accountant, Charles-st. Middlesex Hospital.—*Brookes*, R. gardener, Chelsea.—*Bryant*, J. out of business, Wellington-st Strand.—*Critcher*, W. H. builder's labourer, Henry-st. East, Portland-town.—*Dearlove*, A. victualler, Newcastle-st. Strand.—*Froud*, C. labourer, Egham.—*Goshee*, R. B. servant to a victualler, Catherine-alley, Essex-st. Whitechapel.—*Greenfield*, J. painter, Kensall-green.—*Knight*, C. blacksmith, Belvidere-pl. Borough-rd.—*Lovett*, H. jun. carpenter, Brudenell-pl. Hoxton.—*Mitchell*, E. brewer's assistant, Buckeridge-st. Bloomsbury.

For Sale.

TO be SOLD, a Bargain, FIVE HOUSES in Beaufort-terrace, North-end, Fulham; held for a term of upwards of sixty years, at a ground rent of 3*l*. per house. Three of the houses are finished and let to respectable shopkeepers at 20*l*. a year each; the other two are nearly completed, and will be ready for occupation in a month, one of them being intended for a baker's shop, for which 30*l*. a year has already been offered.

Also, Four Houses in West-road, North-end, nearly finished; held for a term of ninety-nine years, at a ground rent of 1*l*. per house.

Apply on the premises, or to Messrs. SUDLOW, SONS, and TORR, Solicitors, 20, Chancery-lane.

EASE IN WALKING, AND COMFORT TO THE FEET.

Wellington-street, Strand, London.

HALL and CO. sole Patentees of the PANNUS CORIUM, or LEATHER CLOTH BOOTS and SHOES, for Ladies and Gentlemen. These articles have received the approbation of all who have worn them. Such as are troubled with Corns, Gout, Chilblains, or Tenderness of the Feet, will find them the softest and most comfortable ever invented. They never draw the feet or get hard, are very durable, and adapted for every climate. HALL and CO. particularly invite attention to their ELASTIC BOOTS; they supersede lacing or buttoning, and are a great support to the ankle. The PATENT INDIA RUBBER GOLOSHES are light, durable, elastic, and waterproof. Hall and Co.'s Portable WATERPROOF DRESSES for Ladies and Gentlemen. This desirable article claims the attention of all who are exposed to the wet. Ladies' Cardinal Cloaks, with Hoods, 18s.; Gentlemen's Dresses, comprising Cape, Overalls, and Hood, 21s. Agents appointed on application.

TO THE LEGAL PROFESSION AND ALL WHO WISH TO SECURE THEIR WRITINGS AGAINST FRAUD.

STEPHENS'S RECORD WRITING FLUID.—This Writing Fluid has been examined at the Royal Institution of Great Britain, by one of the first Chemists of this country; there is no article which combines so effectually the power of resisting chemical agents, washing, damp, friction, and time. It has more of the character of Printing Ink, made fluid, than of common Writing Ink: its basis being carbon, it is indestructible, except by fire. It dries with a gloss, and follows every movement of the pen with the greatest facility. As it flows more freely than common Ink, it requires for fine writing, a finely pointed pen. For Records, it realizes what has long been hoped for—namely, a durability equal to printing. Broad-nibbed pens for full large writing, will not be required to the same extent for this article. It has no action whatever upon steel pens. Carbon not being a soluble matter, has a tendency slowly to subside; the necessity of occasionally shaking the Inkholder is, therefore, apparent. The Inkholders contrived by me are best adapted for the use of this article.

N.B. This Ink writes more agreeably after it has been a day or two in use.

Hard, well-sized paper should be chosen; as soft, flocky, absorbent papers cause it to write with too thick a stroke. It is admirably adapted to rapid writing.

Sold in Bottles, at 3d. 6d. 1s. and 3s. each, by Booksellers and Stationers, and by the Inventor, HENRY STEPHENS, 54, Stamford-street, Blackfriars-road, London.

BASS'S EAST INDIA PALE ALE.—This particular kind of Ale is prescribed to invalids by the most celebrated Physicians. Dr. Prout, who has examined it, in his work on "Diseases of the Stomach," &c., after condemning common ales, especially recommends this to weakly persons. In excellent condition, in casks and bottles, of any age, at their appointed agent's, HENRY BERRY and Co. 3, St. James's-street.

Sales by Auction.

KENT.—Folkestone and Sandgate.—Residence and Land, and Building Ground.—To be SOLD by AUCTION a respectable FREEHOLD RESIDENCE, with or without from five to twenty-two acres of land, situate a little more than a mile from Folkestone and Sandgate, on the Cheriton road. And also Freehold Building Ground, situate facing the sea, in the best part of Sandgate, on Monday, the 13th day of May, 1844, at the Rose Inn, Folkestone, at one for two o'clock precisely, unless previously disposed of by private contract, of which due notice will be given.

The house is calculated for a gentleman's residence, and is well adapted for a respectable school, boarding-house, or invalid establishment, having five domestic offices on the basement, four good rooms on the ground floor, and ten bed rooms, with stable and coach-house, and it may be had without any, or with all, or any part of the land.

The Building-ground at Sandgate consists of a field at the west end, adjoining land belonging to the devisees of Hugh Hammersley, esq. and the Reverend Thomas Pearce, containing a good sea frontage of 239 feet, with ample depth, to be divided into front and back building ground. It is almost the only unrestricted freehold frontage in this favourite watering-place, and will be sold in building-plots, unless an eligible offer is made for the whole.

To view the house and land (late the residence of James Jeffery, esq. deceased) apply to Mr. Marsh, at the cottage adjoining the residence.

For printed particulars and conditions of sale apply to Mr. THOMAS PAIN, Solicitor, Dover.

Highgate.—Beautiful Freehold Residence, with Coach-house, Stables, Pleasure-grounds, and Gardens, in all two acres and a half.

MESSRS. HEDGER will SELL by AUCTION, at the Mart, on Thursday, June 6, at twelve, the beautiful freehold Elizabethan Villa, Ivy Cottage, formerly the abode of the late C. J. Mathews, esq. since whose occupation a fortune has been expended in rendering it one of the most perfect suburban villas of the metropolis. It is placed in Milfield-lane, on the rise of Highgate-hill, on a southern slope, in luxuriant pleasure-grounds, and commands cheerful and pleasing views, contains entrance-porch and halls, dining-room, drawing-room, and library opening to a conservatory and to the lawn, several excellent bed-chambers, hot and cold bath, nurseries, &c. and capital domestic offices. The pleasure-grounds are charmingly disposed, and in the garden are forcing and succession houses, ornamental dairy, gardener's house; the whole two acres and a half.

Particulars may be had at the Mart; of H. Wilcock, esq. Whittlesey, Cambridgeshire; Messrs. Jones, Trinder, and Tudway, Bedford-row; and admissions to view, with every information, of Messrs. HEDGER, Land-agents, 10, New Bond-st. opposite the Clarendon, where a cosmoramic drawing may been seen.

Sales by Auction.

Warwickshire.—Valuable Limestone Quarry and Kilns, with Land extending to 17 acres, the whole of which is freehold and tithe-free, situate close to the Warwick and Napton Canal, in the parish of Stockton, two miles from the town of Southam.

MR. DODD has received instructions from the Trustees under the Will of the late Captain Thomas Lamb, with the concurrence of the Mortgagees, to SELL by public COMPETITION, at the Mart, London, on Tuesday, May 14, at Twelve, a PLOT of very superior FREEHOLD ARABLE LAND (exonerated from tithes), extending to 17 acres, in which a Quarry of the celebrated and unequalled Blue Lias Limestone, communicating (by means of a tram-road) with kilns situate on the banks of the Warwick and Napton Canal. The quarry is under lease to Mr. William Griffin, at a yearly rent or royalty for the removal of 4,000 tons of the stone annually, with power for the tenant to extend the same yearly on royal rents to the amount of 12,000 tons. The blue lias lime is admirably adapted for concrete waterworks, and the foundations of all buildings which are likely to be damp. Its extensive use in the Eddystone Lighthouse, Ramsgate and Dover Piers, the London and St. Katharine's Docks, and the new Houses of Parliament, proves its excellence by the firmness of those stupendous works, as the lias will become as hard as stone itself when under water. The blue lias cement, which is prepared entirely from the blue lias stone, is more durable than the Roman cement, cheaper from its taking double the quantity of sand, and does not require to be coloured. It has been internally used in the new Post-office and British Museum, &c.; and externally on the fronts of the magnificent buildings in Belgrave-square, Hyde-park-gardens, Norland-crescent, Bayswater-building, the Athenæum Club-house, &c. It has, when thoroughly dry, the colour and firmness of Portland-stone; and, if required, forms a superior surface for oil painting. The high road from Rugby to Southam, and the Warwick and Napton Canal, are boundaries to this property; and the latter forms a junction with the Oxford Canal, a few miles from the works. Stockton is situate nine miles from the town of Daventry, two miles from Southam, eight miles from Rugby, and ten miles from Warwick. To persons of moderate capital this property offers a most eligible opportunity for investment, and not being of a speculative character, a considerable, safe, and increasing income may be calculated upon for many years.

Plans and particulars are preparing, and may be obtained, any day prior to the sale, of Messrs. WARDLE and WILSON, Solicitors, Daventry; of G. R. DODD, Esq. 33, New Broad-street, London, at the George Hotel, Northampton; Craven Arms, Southam; Warwick Arms, Warwick; Spread Eagle, Rugby; Dun Cow, Dunchurch; Bath Hotel, Leamington; at the chief inns in other neighbouring towns; and at Mr. DODD'S Offices, 4, Austin-friars, Royal Exchange, London, and at Reading.

Northamptonshire.—Valuable Freehold and Copyhold Estate (exonerated from tithes), situate at Braunston, near to the town of Daventry.

MR. DODD has received instructions from the Trustees under the will of the late Captain Thomas Lamb (with the concurrence of the Mortgagees), to SELL by public COMPETITION, at the Auction Mart, in London, on Tuesday, May 14, at Twelve, a very valuable FREEHOLD and partly COPYHOLD ESTATE, exonerated from tithes, situate in the parish of Braunston, in the county of Northampton, consisting of a respectable farm-house, all requisite farm buildings, and about 102 acres of excellent Arable and Grass Lands; in the occupation of Mr. Jonathan Jephcott, a respectable yearly tenant, at the annual rent of 230*l*. but for the last year at a rental of 210*l*. per annum. The copyhold portion of this estate comprises about 77 acres, and is nearly equal to freehold, being held under the Manor of Braunston, subject to a small annual chief or quit-rent, and a moderate fine certain upon death or alienation. This desirable property is situate within three miles of the market-town of Daventry, five miles from the Crick station on the London and Birmingham Railway, and bounded by lands belonging to Thomas Boyse, esq. George Arnold, esq. William Reeves, esq. Mrs. Varney, and Braunston church.

Plans and particulars are preparing, and may be obtained, any day prior to the sale, of Messrs. WARDLE and WILSON, solicitors, Daventry; of G. R. DODD, Esq. 33, New Broad-street, London; at the George Hotel, Northampton; Craven Arms, Southam; Warwick Arms Hotel, Warwick; Bath Hotel, Leamington; Spread Eagle, Rugby; Dun Cow, Dunchurch; at the chief inns in other neighbouring towns; and at Mr. DODD'S offices, 4, Austin-friars, Royal Exchange, London, and Reading.

Warwickshire.—Valuable Freehold and Tithe-free Estate, in the parish of Stockton, near to the town of Southam.

MR. DODD has received instructions from the Trustees under the Will of the late Captain Thomas Lamb, with the concurrence of the Mortgagees, to SELL by public COMPETITION, at the Auction Mart, London, on Tuesday, May 14, at Twelve, a very valuable and highly-productive FREEHOLD and TITHE-FREE ESTATE, situate in the parish of Stockton, in the county of Warwick; comprising a respectable Farm-house, suitable Outbuildings, and about 165 acres of Arable and Grass Lands; the whole let on lease to Mr. W. Griffin, a respectable tenant, at a rental of upwards of 300*l*. per annum. The estate is exceedingly compact, the whole of the fields being contiguous, forming nearly a ring fence, and bounded by lands belonging to Thomas Boyse, esq. — Hawkes, esq. the Rev. Mr. Sitwell, Messrs. Tomes and Handley, and the high road from Rugby to Southam. The timber on the estate will not form an important part of the investment. Stockton is situate nine miles from the town of Daventry, two miles from Southam, eight miles from Rugby, and ten miles from Warwick.

Plans and particulars are preparing, and may be obtained any day prior to the sale, of Messrs. WARDLE and WILSON, Solicitors, Daventry; of G. R. DODD, Esq. 33, New Broad-street, London; at the George Hotel, Northampton; Craven Arms, Southam; Warwick Arms Hotel, Warwick; Bath Hotel, Leamington; Spread Eagle, Rugby; Dun Cow, Dunchurch; at the chief inns in other neighbouring towns; and at Mr. DODD'S Offices, 4, Austinfriars, Royal Exchange, London, and Reading.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.

HOUSE of LORDS by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JAMES A. FOOT, Esq. of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

EASTER TERM.

Monday, April 15.

The Lord Chancellor, attended by the Master of the Rolls and the Vice-Chancellor of England, entered the court at one o'clock. The usual formal breakfasts given by the Lord Chancellor, to the Judges, and the Queen's Counsel, are now confined to Michaelmas and Easter Terms; and there seems to be but one opinion amongst the members of the Equity Bar, the solicitors, and suitors in Chancery, that the custom of holding the courts of equity at Westminster during Term might most usefully be abolished. The universal question is, "What can be the reason for adhering to a practice so notoriously inconvenient?" At Lincoln's-inn, all the equity judges, the bar, the solicitors, and the suitors, have ample accommodation; while at Westminster, Vice-Chancellors Knight Bruce and Wigram are consigned to the inconveniences of the Sessions House.

The Lord Chancellor having returned from swearing in Sir Frederick Pollock as Lord Chief Baron of the Exchequer, heard appeal motions.

NICHOLLS *v.* STRETTON.

Practice—Injunction—Directions to bring an action.

***Romilly* and *Rogers* moved that the minutes of the order in this case, which directed an action at law to be brought to try the validity of an agreement to restrain an attorney from transacting business for certain persons, should be altered by inserting a direction that the plaintiff should bring his action immediately. The usual course where an action is directed to**

be brought is, that the suit in this court shall be retained for a year, within which time the action must be commenced. Here there is an injunction against the defendant, and the plaintiff must be compelled to proceed immediately.

Russell and *Goodeve*.—The plaintiff intends to proceed immediately; he will undertake to bring his action within a mouth.

The LORD CHANCELLOR.—That is too long; the plaintiff must bring his action within a fortnight from this day.

Re DYCE SOMBRE, a Lunatic.

Practice in Lunacy—Inspection of papers—Appointment of committee.

Bethell and *Calvert*, for the committee of the person of this lunatic, who has escaped to and is now in France, and has presented a petition to supersede the commission, complained that, in consequence of an application by *Wakefield*, in February last, when no committee of the estate had been appointed and the estate was unprotected, an intimation had been made to the commissioner respecting the inspecting a box of papers, who had directed a warrant to Mr. Sombre's solicitor, informing him that he might have an inspection of the box of papers, before the appointment made for hearing the petition. The objection is, that this petitioner cannot be heard until he has submitted himself to the jurisdiction by coming to this country; and that objection applies to the application for leave to inspect the papers.

The LORD CHANCELLOR.—In whose possession is the box of papers?

Lloyd, for the committee of the estate, whose appointment had not actually taken place, he not having completed his securities. The enormous amount for which security, according to the usual rule of the Court in such cases, had prevented the completion of the securities, but the Court having now modified that rule in the present case, the securities would be completed forthwith.

Wakefield and *Walpole*, for the petition.

The LORD CHANCELLOR.—Nothing can be done until the securities are completed, and the appointment of the committee of the estate made; and he will then exercise his discretion whether or not to permit an inspection of the contents of the box. Let the petition stand over, with liberty to apply.

HALL *v.* TAYLOR.

Practice—Dismissal of bill for want of prosecution.

This was an appeal from a decision of the Master of the Rolls, who had refused the plaintiff's motion for leave to withdraw replication and amend the bill. A motion had been made in December, to dismiss the bill for want of prosecution, and the plaintiff then undertook to proceed with diligence. Affidavits had been read, making some statements of attempts to compromise; but no other reason had been given to account for the delay which had since occurred.

Cooper and *Stevenson* for the appeal motion.

Freeling, in support of the order of the Master of the Rolls.

The LORD CHANCELLOR.—The affidavit is vague as to the negotiations for a compromise. A motion was made to dismiss the bill for want of prosecution, when the plaintiff undertook to speed the cause. After a delay of three months, the motion at the Rolls was made, and I cannot say the plaintiff has used reasonable diligence.

Appeal motion refused with costs.

TOLSON *v.* ——

Prisoner for costs less than 20l.

Koe mentioned this motion, which was to discharge a prisoner who had been in confinement more than a year for costs under 20*l.* upon the ground that the Act 1 & 2 Vict. c. 110 (the Act for the abolition of Arrest upon Mesne Process), had converted orders for payment of costs into judgment debts, and that persons who had been imprisoned a year for judgment-debts less than twenty pounds are entitled to be discharged. He referred to the case in the Exchequer, as reported in the LAW TIMES, in which a similar order had been made.

Tuesday, April 16.

Re ST. BARTHOLOMEW'S CHARITY.

On the motion of *Romilly*, the Master's report in this case was confirmed.

Re BRAMWELL, a Lunatic.

Practice—Allowance to committee of estate.

The committee of the estate petitioned for an allowance out of the lunatic's estate for his trouble in managing it. He was a stranger to the family, and the lunatic's sons were illiterate men, who could neither read nor write. The commissioner had reported that 10*l.* ought to be allowed for payment of a person to keep the accounts. The estate consisted only of two farms.

***Roll* and *Pitman*, counsel.**

The LORD CHANCELLOR.—There is no ground whatever for such an order. ***Order refused.***

Re MITCHELL, a Lunatic.

Practice in lunacy—Precarious property of a lunatic.

Chandless supported a petition by the committee of the lunatic's estate, which prayed that he might be at liberty to sell certain mining shares in Cornwall, or to abandon those shares with the consent of the commissioner. The property of the lunatic is small, and consists entirely of mine-shares, which appeared by affidavits to be of a very precarious nature; at one time worth thousands, and the next week of no value. It was desirable to dispose of the shares, now they would sell for a good price.

The LORD CHANCELLOR.—I think that the petition is reasonable; but it is necessary to have some check upon the person authorized to sell the shares. I will make the order that the committee may be at liberty either to sell or abandon the shares with the authority of the commissioner.

TAMLYN *v.* REYNOLDS.

Practice—Rehearing.

The plaintiff in person supported a petition for re-hearing a petition which had been reheard by Lord Brougham, and dismissed in 1833, and a second time by Lord Cottenham, in 1836, as a matter of indulgence; there had been besides a great variety of other applications, which had been unsuccessful.

The LORD CHANCELLOR.—I wish to explain to you (the plaintiff) the ground on which I refuse your application. By the practice of the court there cannot be a second rehearing without special circumstances; but, as an indulgence, Lord Cottenham reheard your petition a second time; and there cannot under any circumstances be a third rehearing. The plaintiff then opened a second petition, but his lordship said it was impossible to comprehend the petitioner's statements, and desired that he would procure some gentleman of the bar to look at it; for which purpose the petition stood over.

Re GROOM, a Lunatic.

Practice in lunacy—Income-tax.

There had been an order made in this lunacy for an allowance of 200*l.* a year to the lunatic; the order had not been drawn up, and

Cooper asked that the allowance should be paid free of income-tax.

The LORD CHANCELLOR.—The allowance should be clear of all charges. *Order made.*

Tuesday, April 16.

BROWN *v.* BAMFORD.

Separate property—Restraint on alienation—Married women.

The decision of the Vice-Chancellor of England, that the form commonly used for restraining married women from alienating their separate property by anticipation is insufficient for the purpose. The receipt clause ought to declare that the receipts of the married woman to be given from time to time, after the income of the property shall have become due, shall be, and that no other receipts shall be, sufficient discharges to the trustees, confirmed on appeal.

This case and the judgment below are reported in 11 Simon's Reports, 127. The facts are shortly these:—Sophia Bamford, under the will of her father, was entitled to the rents of leaseholds and the dividends of stock for her separate use. The trustees were directed to pay the rents, dividends, &c. "unto such person or persons, for such intents and purposes and in such manner as Sophia Bamford, by any writing or writings under her hand, when and as the same should become due, but not by way of assignment, charge, or other anticipation thereof, should, notwithstanding her coverture, direct or appoint; and in default of any such direction or appointment, or so far as the same, if incomplete, should not extend, into her proper hands for her sole and separate use, independent of debts, control, or interference of her husband; and the receipts, in writing, under the hand of the said Sophia Bamford, shall, notwithstanding any such coverture as aforesaid, be good and sufficient discharges for the said rents, interests, dividends, &c. or so much thereof as in such receipts respectively shall be expressed to have been received."

Sophia Bamford became surety for her son-in-law, by signing a paper whereby she agreed to guarantee to the Sunderland banking company payment of a debt due from the son-in-law. The son-in-law became bankrupt, without having paid the debt; the company filed their bill against Sophia Bamford, her husband, and the trustees of her father's will, to render her separate income liable to make good and pay the company's debt. The defendants demurred to the bill, and the Vice-Chancellor overruled that demurrer. From that decision the defendants appealed.

JUDGMENT.

The LORD CHANCELLOR.—This was a question upon the construction of a will, which gave leasehold and personal estate to trustees upon trust to pay the income to a married woman for her life for her separate use. In the restrictive clause of that will, Sophia Barnford is authorized to make an appointment of the yearly income of the property, which she is restricted from anticipating; by another clause,

she is to have the power, in writing under her hand, when the rents become due, to dispose of such rents, but not by way of assignment or other anticipation. The question is, whether this restriction extended to the estate which she took in default of appointment; the words being, that the trustees were, in default of appointment, to pay into her proper hands, exclusive of her husband. The Vice-Chancellor, in the case of *Barrymore* v. *Ellis* (8 Simons' Reports, 1), very properly said, "then is this different from a limitation to such uses as A. shall in a certain manner appoint, and subject thereto to A generally?" It is a power to be executed in a particular manner, and subject to certain restrictions. I therefore think this case is not to be distinguished from *Barrymore* v. *Ellis*; and I must therefore affirm the decision of the Vice-Chancellor, with costs.

ASHLEY *v.* HOSKINS.

In this case, which was a question whether the defendant had a lien on certain property, and it depended upon the state of the accounts between the parties, and involved no point of legal interest.

The Court below decided in favour of the lien; and the Lord Chancellor, after minutely reviewing the accounts between the parties, affirmed that decision, but without costs.

Wednesday, April 17.

JUDGMENT.

BULWER *v.* ASTLEY.

Redeemable annuities—Tenant for life and remainder-man—How annuities to be kept down—Usury.

Where money has been charged upon an estate by way of annuity, which annuity the grantor has a right to repurchase, the transaction is to be deemed a mere loan, and consequently as between a tenant for life and a remainder-man, upon whom the estate may devolve: the annuity must be valued, and the tenant for life is only bound to keep down the interest upon the principal sum to which the value of the annuity amounts.

The LORD CHANCELLOR.—In this case I consider the annuity to have been only a security for money advanced. An annuity, by common acceptation is only a loan, and whether it is granted for a life or lives is matter of calculation, and capable of being accurately valued. The great difference between a common loan and a loan by way of annuity, is that in the latter case the interest is not regulated by the statute of usury. The deed granting the annuity contains a clause for repurchasing, which is not distinguishable from a condition for redemption. That is a circumstance serving to shew that the transaction is a loan. Thus in *Sherrard* v. *Sherrard* (3 Atkins' Reports, 502), Lord Hardwicke said that an annuity was not to be distinguished from a loan. Upon the repurchase, the sum paid was to be taken in full discharge, and the annuity to cease. Therefore repurchase is a redemption. In the demise the proviso for repurchase is for repurchase or redemption, using the words as equivalent all through the clause. Lord Hardwicke said, in *Lawley* v. *Hooper* (3 Atkins' Reports, 278), "The proviso in the deed uses the word repurchase, but there is very little difference in reality between the meaning of the word redemption and repurchase." That applies directly to the present case. It is not material to advert to the personal covenant contained in the annuity deed, as that must be enforced by action, and gives no present remedy against the property. The remedy against the property by distress does not arise until the annuity has been in arrear fourteen, and the further remedies after other longer periods of delay in payment. The estate is therefore the security. The Annuity Act does not affect the question. I have only mentioned one annuity, but the same observations apply to all three of them. The decree should have directed the annuity to be valued, and that the tenant for life should keep down the interest payable on that value. The point was not brought before Sir John Leach when he decided this case. The tenant for life has made payments on the footing of keeping down the life annuity, and he must be allowed all that he had paid beyond the interest upon the value of the annuity.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Tuesday, Feb. 20.

CAFFARY *v.* CAFFARY.

Construction of will—Joint tenancy.

A testator, by his will, bequeathed certain stock, standing in his name in the Three per Cent Reduced Annuities, to his son, P. J. and to his, P. J.'s, children; but in a subsequent part of his will he refers to the same fund as being given to his son, without further mention of his son's children. Held, that the son took an absolute interest in the property.

John M. Caffary, by his will, bearing date in 1827, among other things, directed as follows: "I give and bequeath to my very beloved wife, J. M. Caffary, for and during her life, the interest of 50,000*l.* stock, part of 72,600*l.* stock I possess and hold in the Reduced Three per Cent. Funds in England; and further, the liberty and power to dispose of 12,000*l.* of the said stock by will, but no more; the remaining 38,000*l.* stock becoming at her death the property of my son, Patrick John Caffary, *and his children*." The testator then goes on as follows: "The lease I hold of the rope-walk is for three lives, the first of which comprises my and my wife's life; consequently, I cannot dispose thereof, nor can it be alienated without her consent. All the improvements and utensils for rope-making, which I estimate at 40,000 milreas, though they cost far above 60,000 milreas, I bequeath to my son, the said Patrick John Caffary and *his children* or heirs. Should he wish to continue the rope-making business, he must settle for rent with his very loving mother, my wife, J. M. Caffary. The houses I possess at Bon Successo, I bequeath to my dearly beloved wife, J. M. Caffary, as it was the wish of my mother, from whom I inherited them, to leave them to her. I give and bequeath all the rest of my property invested in trade, debts, and funds, to my very beloved son P. J. Caffary and his heirs, as also the 38,000*l.* now invested in the Reduced Three per Cent. funds in England, or an equivalent in any other funds to which they may be removed, being part of the stock I appoint to produce an independent maintenance for my most beloved wife, 12,000*l.* of which alone she can dispose of by will; consequently, the remaining 38,000*l.* at her death went to my son Patrick John Caffary."

The son, P. J. Caffary, and his three children survived the testator; and the bill was filed on behalf of the children for the purpose of ascertaining what interest, if any, they took under the will of their grandfather.

Stuart and *Anderson*, for the plaintiffs.

Bethel and *Dick*, for the defendant.

For the plaintiffs, it was contended that there could be no doubt but that if the will had left off at that part where the testator mentions the remaining 38,000*l.* as becoming, at the death of his wife, the property of his son, Patrick John Caffary, and his children, they would have each taken an equal interest with their father in the property so bequeathed; the question was, therefore, what other expressions were used by the testator shewing a different intention. In giving the improvements and utensils for rope-making, the testator had still his grandchildren in view; and by a different expression, merely repeats his former bequest, giving them to his son Patrick and *his children* or heirs; that it could not be contended that the last expression was sufficient to disappoint his son's children of the benefit which he had given them in the former part of his will; but that by the word *heirs* the testator intended the children. In the bequest of the 12,000*l.* to his wife, the testator shewed that he understood the distinction between an absolute and qualified gift. It was clear, therefore, that, from the whole of the will, the testator intended them to take as joint tenants.

Bethel and *Dick*, not heard.

Cases cited: *Buffer* v. *Bradford* (2 Atk. 220); *De Witte* v. *De Witte* (11 Sim. 41); *Crawford* v. *Trotter* (4 Mad. 361); *Davenport* v. *Hanbury* (3 Ves. 257); *Loveday* v. *Hopkins* (2 Jarm. on Wills, 23).

The VICE-CHANCELLOR.—From the former part of the will, the children of Patrick John are joint tenants with him; but in the latter part of the will, the testator has declared his own meaning, wherein he says, "the remaining 38,000*l.* at her death went to my son, Patrick John Caffary." *The son therefore takes this absolute fund.*

Monday, April 15.

WARNE *v.* BROMLEY and ANOTHER.

Exclusive right to a trade name—An agreement by one partner to submit to an injunction obtained against the firm, and pay the costs, is not within the scope of partnership authority; and if not expressly agreed to by all the partners, will not bind even him who signed the agreement.

This was a motion to dissolve an *ex parte* injunction that had been obtained to restrain the defendants from selling or exposing for sale, or otherwise disposing of, any articles of dress or colourable imitation thereof, or any other articles of dress, by the distinctive trade name of *antigropelos*, or any colourable alteration thereof, and from using in any way the said distinctive trade name of *antigropelos*, or any colourable alteration thereof.

Bethel and *Welford*, for the plaintiff.

Wakefield and *G. L. Russell*, for the defendants.

The plaintiff's case was, that he had for upwards of ten years been engaged in the manufacture and sale of numbers of an improved description of splatter-dashes, or articles of dress intended to preserve the boots and trousers of the wearer from wet and dirt in riding and walking, which might be put on or taken off without trouble or soiling the hands, and are worn without inconvenience, and forming an ornamental appendage to the out-door costume. That he had bestowed great care, labour, and expense in bringing these articles of dress to perfection, and establishing agencies for the sale thereof in all parts of the United Kingdom; and that he had invented and composed the name of *antigropelos*, and appropriated that name to his improved articles of dress, and thereby acquired the sole and exclusive right to use the name of *antigropelos*; and by that distinctive appellation they had been known in the trade for upwards of ten years, and had by such distinctive trade name been in great request throughout the kingdom. Also that the plaintiff had during that period used great personal labour and assiduity, and had been at great expense in advertising the said articles of dress, and in rendering the same known by the distinctive trade name of *antigropelos*, and in establishing agencies throughout the kingdom for the sale thereof by its distinctive trade name; and had by such name acquired an extensive connection for the sale of the said articles of dress, and made considerable profits by the manufacture and sale thereof, and by the exclusive right to use the above distinctive trade name of *antigropelos*, by which appellation the said articles of dress had become extensively and generally known, and were in much and increasing demand; but that the defendants, who were carrying on business as saddlers, as copartners, under the name or style of Bromley and Crush, having gained a knowledge of the manufacture of the said articles of dress, as well as their distinctive trade name, had then lately made and sold many articles of dress of the same kind, and made in the same manner as the articles manufactured by the plaintiff, or only colourably altered therefrom, for various sums of money to a considerable amount; and that the defendants had also used and applied the said distinctive trade name of antigropelos to articles of dress of a low price and inferior quality, which were of the same kind or made in the same manner, as or in a manner not materially differing or only colourably altered from the articles made and sold by the plaintiff, by the distinctive trade name made or sold by them, whereby the character of the said articles of dress were likely to be greatly deteriorated, and the gains and profits of the plaintiff had been considerably diminished.

It was, moreover, charged that the defendants on the 11th of December, had a placard or printed notice in these words, "The Cheapest House in London for the sale of Antigropelos," placed in a conspicuous part of their shop-window in Museum-street, and that one of the plaintiff's cards of business describing the above articles of dress was on that day placed in the defendants' shop-window, which card was surrounded by the spurious articles manufactured by the defendants, and by them exposed for sale.

The defendants, in their answer, stated that the above-mentioned articles of dress have for upwards of ten years past been sold by the trade under various names, all representing the same articles, and under which they were in great demand, and that one W. H. Smith, of Wellenborough was the inventor thereof, and not the plaintiff. They moreover denied that the plaintiff was the inventor or composer of the name of antigropelos, or that he was the first who applied that name to the above-mentioned articles of dress; and that, so far from the plaintiff's having acquired the sole and exclusive right to use the name of antigropelos, a number of tradesmen of various kinds, both in London and elsewhere, had for the last five years manufactured and sold the said articles of dress by the name of antigropelos, with the cognizance of the plaintiff during a greater part of that time, and without his interference. And that he has never been the sole manufacturer or vendor of the said articles of dress, or in the undisturbed and exclusive possession of the distinctive trade name of antigropelos. The defendants moreover stated that they never sold the said articles of dress as Warne's Antigropelos, unless they had first procured them from the plaintiff's own shop; that in making out their bill for any customer they invariably used the simple name of antigropelos, and never that of "Warne's Antigropelos," and that when any customers asked them for "Warne's Patent Antigropelos" they referred them to the plaintiff, saying that they did not keep them.

It appeared, moreover, from the defendants' statement, that upon being served with the subpoena in the case and notice of the injunction, the defendant Crush called at the office of the plaintiff's solicitors for an explanation of the proceedings, when he was told that the plaintiff had a patent for making antigropelos, and that by selling them the defendants had infringed the same. The defendant Crush being greatly alarmed at the idea of a Chancery suit against him, informed the solicitors that he was ready to offer any apology, and to make any reparation in his power to the plaintiff for the injury he might have done him, adding that if the plaintiff had not a patent, he, the defendant, had done him no injury, and that, at all events, he was much surprised that the plaintiff had permitted the defendants to sell antegropelos for so long a period without asserting his right under his patent. Upon the suggestion of the solicitors, the defendant called again to effect some arrangement for putting an end to the suit, when one of the solicitors read over to him a roughly-drawn agreement for that purpose, which had been previously prepared; but the same appeared to the defendant Crush so unreasonable in its terms, that he then refused to sign it, and

left the office. On the next day, however, Crush called again at the office, when the above agreement, which had been but a trifling degree altered, was read over to him again, and upon his hesitating to sign it, he was told by the same solicitor that unless he did so immediately, further expenses would be incurred within two days from that time, and that then it would be too late to settle the affair amicably. Whereupon the defendant, under the influence of such threats and the dread of a Chancery suit, and still believing that he had infringed the plaintiff's alleged patent, and being without his own legal adviser, he signed the rough draft agreement; but that on his return home he began to think he had acted hastily in the matter, and went and consulted with his own solicitor upon the subject, telling him what had passed, who advised him not to execute the intended agreement without first submitting it to him, and taking time to ascertain and consider what the facts really were.

That on the 23rd Dec. plaintiff's solicitors sent a fair copy of the agreement to the defendant Crush for his signature, with their bill of costs amounting to the sum of 40*l.* 15*s.* The agreement having stated the effect of the injunction, proceeded as follows:—"Now we, James Bromley and William Crush, hereby acknowledge and declare that we have lately sold, or caused to be sold, some of such articles of dress, or of the same kind as in the said plaintiff's bill mentioned, and by the said distinctive trade name of antigropelos, for various sums of money to a considerable amount, and we further acknowledge that the said plaintiff for ten years last past has had the sole and exclusive right to sell the said articles of dress, and to use the said distinctive trade name of antigropelos; and we hereby undertake and agree that we will abide by the terms of the said injunction so awarded by this Court as aforesaid, and that we will henceforth refrain from making or selling, or causing to be made or sold, or from being in any wise concerned in making or selling, or exposing for sale, any of the said articles of dress, except such as shall be furnished to us by the said plaintiff, or with his consent stamped by him on payment of a fine of ten shillings per pair. And further, that we shall inform the said plaintiff of all facts which shall come to our knowledge respecting the making or selling, or exposing for sale, of any of the said articles of dress by any other parties, and that we will use our best endeavours to assist the said plaintiff in any suits or proceedings which he may be advised or think it necessary to take against any other parties for the like purpose. And we hereby further undertake and agree forthwith to pay the plaintiff's costs of this suit as between solicitor and client.—Dated this 16th day of December, 1843." That the defendant Crush refused to sign the agreement, and retained it in his possession under the belief that the statement in the proposed agreement relating to the plaintiff's exclusive right for 10 years and upwards to sell the said articles of dress, and to use the said distinctive trade name of antigropelos, was wholly untrue, and that he (Crush) had been led to believe such statement, and that the plaintiff had a patent right in the before-mentioned articles of dress, by the positive assertions of the plaintiff and his solicitor; and under the dread of a Chancery suit he had, as before stated, signed the rough draught agreement, but that he afterwards discovered the fraud that had been practised against him, and determined not to execute the agreement, but to consider the same as altogether a nullity.

The defendants had delayed putting in their answer for the purpose of watching the result of two different suits instituted by the plaintiff against two other parties, to enforce the same right against them as that claimed by him against the defendants; and it having appeared that the injunctions which the plaintiff had obtained in the above suits (viz. *Warne* v. *Golding* and *Warne* v. *Smith*) had been dissolved, with costs, the solicitor of the defendants wrote to plaintiff's solicitor, reminding him of that fact, and at the same time urging him to prevent further expenses by dissolving the injunction so obtained against the defendants, with costs; but that if such a course were not adopted, the defendants would immediately file their answers, and seek to dissolve the injunction.

In reply to this communication, the plaintiff's solicitor still urged the obligation which the defendant, William Crush, was under to execute the agreement on behalf of himself and his partner. The defendants still denying that the defendant Crush was induced to sign the rough draft of agreement, under any other circumstances than those of misrepresentation, ignorance, and intimidation, and that the plaintiff had no letters patent conferring the exclusive right of making and selling the above articles of dress.

The defendants now gave notice of motion to dissolve the injunction.

The VICE-CHANCELLOR thought the agreement entered into by Crush, not being within his authority as a partner, and not being expressly consented to by Bromley, was not a valid agreement as against either of the partners. That the plaintiff must establish at law his right to the exclusive use of the name, and the injunction must be dissolved.

The motion to stand over, with liberty for the plaintiff to bring an action at law, and for either party to apply.

ROLLS COURT.

Tuesday, Feb. 20.

STORY *v.* TONGE.

Power of married women to deal with reversion.

John Story, by will dated 9th Feb. 1833, after certain specific bequests to his wife (a defendant), Ann Guthrie Story, gave the residue of his personal estate unto the defendant, Tonge, upon trust, to invest the same, and pay the income thereof unto his said wife for life, in case she should so long remain his widow, and upon her decease or second marriage, whichever should first happen, to pay and divide the trust premises amongst testator's children; and in case he should leave no children, then to divide the same into three equal parts, one whereof he gave to the plaintiff, C. P. Story, another to the plaintiff, S. P. Story, and the remaining third he gave and bequeathed equally amongst the children of his late sister, Ann Hutchinson, and to their respective executors and administrators. The testator died soon after without leaving issue.

The bill was filed by C. B. Story, S. P. Story, and Thomas Hutchinson, Jane Hutchinson, and George Little Moore, and Elizabeth Moore his wife (which said Thomas, Jane, and Elizabeth were the only children of testator's said late sister Ann Hutchinson), against the widow and executor Tonge, and prayed the usual accounts in a legatees' suit, and also that the purchase of certain trust property made by the defendants might be declared void.

Pending the suit, the plaintiffs became satisfied that the purchase, although illegal, was in reality advantageous to their interests, more than the market value having been given for the property so purchased; and an arrangement was thereupon come to, by which the suit was to be compromised, each party to pay their own costs, the widow (the tenant for life) becoming the purchaser of the reversionary interest in the whole residue from the plaintiffs, the residuary legatees

Pending the cause, money had been paid into Court by the executor, and it was arranged that the fund in Court should be paid over to the plaintiffs, together with the further sum agreed on, in the proportions in which they were entitled -viz. three-ninths to C. B. Story, three-ninths to S. P. Story, and one-ninth each to Thomas Hutchinson and Jane Hutchinson, and to Moore and wife, whereupon the suit was to be stayed.

A petition was thereupon presented by the plaintiff to effectuate this arrangement, and asking that the Attorney-General might be ordered to sell the stock in her name; and that the defendant, the widow, might be ordered to pay into Court such further sum of money as, with the proceeds of such sale, would produce the sum agreed on, and that after taxing and payment of petitioner's costs, the funds might be divided in the proportion above mentioned amongst the petitioners, the plaintiffs.

On the 12th January, 1844, the petition (which was consented to) was heard, when the Master of the Rolls took the objection that this was an attempt to deal with a married woman's reversionary interest, and the petition stood over for authorities.

The tenant for life, the widow, immediately after this, by deed dated 15th January, 1844, released the life estate as to this interest, to the intent that it might become *an interest in possession;* and thereupon the petitioners amended their petition, alleging that Mrs. Moore's interest was no longer reversionary, but by force of the deed had become an *interest in possession,* and the petition was brought in again on the 23rd January, when his lordship again took time to look into the cases relied on—viz. *Lachton* v. *Adams* (Law J. vol. 5, N.S. 1836, p. 82, coram Vice-Chancellor of England, March 6, 1841, and reported in Lewin's Trusts, 2nd ed. 296-7); *Wilson* v. *Oldham* (2nd Hayes' Conveyancing, addenda, 641).

On the 20th February, his lordship shortly gave judgment, refusing to make any order on the petition, saying all the cases he could find were *on decree,* and *not on mere petition.*

Tuesday, April 2.

WALKER *v.* HISTED.

Practice—Motion for an attachment against a defendant for not answering.

After one attachment has been granted against a defendant for not answering, and he has been brought up on habeas corpus to have the bill taken pro confesso against him, and discharged on account of an irregularity in obtaining the order for the habeas corpus, a second attachment will not be issued immediately, but only within a specified time after the order for it has been served upon him.

The defendant in this cause was brought up on *habeas corpus,* on the 20th of January last (see 2 Law T. 326), to have the bill taken *pro confesso* against him, and was discharged from custody, on the ground that the order for the *habeas corpus* was irregular, not having been obtained in time within the meaning of the 1 Wm. 4, c. 36, s. 15, r. 13. No time had then been limited within which he was required to put in his answer, nor had he done any thing in the matter since.

Stinton now moved for an attachment, for want of an answer. Having obtained one order for an attachment already, we could not have another, as of course, and were obliged to make special application to the Court for leave. The Court, however, will permit the attachment to issue immediately, as we are entitled to it now without terms, on the ground of the previous proceedings. Every indulgence has been shewn the defendant; he has been permitted to sue as a pauper, and counsel assigned to prepare his answer. And though he repeatedly professed to be willing, and promised even to the Court to put in his answer, he has as yet failed to do so, though a considerable time has elapsed since he was discharged, on the ground of irregularity in obtaining the order for the *habeas corpus.* The attachment, therefore, ought to issue immediately; but

The MASTER of the ROLLS would only consent to grant an attachment against the defendant if he did not answer within one fortnight after the order for it had been served upon him.

Monday, April 15.

GRUBB *v.* PERRING.

Practice—Exceptions to the bill taken off the file for irregularity.

If a plaintiff amend his bill, and serve defendant with a copy, without calling on him for any answer, he may, by the 14th order of 1843, Ord. Can. 47, file, on the eighth day after, a replication to the defendant's answer to the original bill, and exceptions for impertinence filed to the bill afterwards, without a special application for leave, are irregular, and may be taken off the file.

This was a motion by the plaintiff, Edward Grubb, to take certain exceptions for impertinence off the file for irregularity. It appeared that the plaintiff had obtained a special order to amend his bill, undertaking not to call for an answer from defendant. The bill was accordingly amended on the 21st of March, and, on the 22nd, the defendant's office copy thereof was also amended and returned. On the 21st, notice also was given that in eight days the plaintiff would file a replication to defendant's answer to the original bill. On the 30th, the replication was accordingly filed; and, on the 3rd of April, a subpœna to rejoin was served. On the 11th of April, notice was served of the exceptions to the bill. It was contended, on the one hand, that the time had run against the defendant; and, on the other, that the time ought to reckon from the 22nd, and that the 14th order meant that the eight days should be eight clear days, exclusive of the day on which the amendment was made in the office copy and of the day on which the replication was filed. It was also contended that the application was premature, on the ground that the defendant does not lose his opportunity of referring for impertinence till *he himself* has taken some step. The following cases were cited: *Kenworthy* v. *Allen* (1 Brown, C. C. 400); *Anon.* (2 Ves. sen. 631); *Barnes* v. *Saxby* (3 Swanst. 232); *Pellew* v. —— (6 Ves. 456); *Anon.* (5 Ves 656); *Bradbury* v. *Booker* (4 Sim. 325); *Jeffray* v. *M'Cabe* (1 Russell & Mylne, 739); *Stanley* v. *Bond* (5 Beav. 175), and Daniell, Chan. Prac.

Turner and *Giffard*, for the motion.

Tinney, contrà.

The MASTER of the ROLLS.—I have no doubt of the practice. The order is not very distinct; it says the time is to be reckoned from the date of the filing of the bill, and if so, the plaintiff is clearly right. But even if it is to be reckoned from the amendment of the defendant's office copy, the replication is properly filed; for the time allowed is made up of seven clear days and two fractions of a day, one before and one after the seven days, *i. e.* eight days, excluding the first and including the last. This does not leave the defendant without a remedy, for he may apply specially for leave to except. Let the exceptions be taken off the file, and with costs, but without prejudice to any application for leave to file exceptions hereafter

In the matter of BROMLEY.

Practice—Application for payment of money to a solicitor out of court under the new Act.

Applications of such a nature may be made upon motion, and need not be upon petition.

Goldsmith stated to the Court that a sum of money (50*l*) was set apart to answer certain costs in a cause due to William Bromley, a solicitor, who had since become a bankrupt; and he now moved that the said sum of 50*l.* should be paid to the assignees of the bankrupt.

It being suggested that the application to the Court should have been by petition, and not upon motion, Mr. *Goldsmith* stated that it was so made for the purpose of saving expense The costs of drawing up an order on petition would amount to 1*l.* 10*s.*; whereas an order upon motion would only cost half that sum. It appeared also that there was an error in carrying over the sum as for costs due to

James Bromley, whereas it should have been to William Bromley; but it was stated that there was no doubt as to the person, and there would be no difficulty in setting that point right.

The MASTER of the ROLLS said he would consider the point, and particularly as to the form of the application, whether it should be on motion or by petition, as many cases of a like kind would occur under the new Act.

April 24.—His LORDSHIP this day stated that he was of opinion he might make the order on motion, and that it need not be upon petition; but a recital must be introduced in the order as to the error in the name.

Wednesday, April 17.

BARRELL *v.* EARL of EGREMONT.

If a tenant for life, out of his own money, pays off charges upon an estate, but expressing, or by his acts indicating no intention either of exonerating the estate or continuing the charges for his own benefit, the presumption of law is in favour of the continuance, and though more than twenty years elapse between the period of payment and the death of the tenant for life, and no notice of them during all the time has been taken, the tenant for life being in the receipt of the whole rents and profits, the remainder-man cannot set up the Statute of Limitations against the personal representatives of the tenant for life.

This was a bill by the legal personal representatives of George O'Brien, late Earl of Egremont, against the present earl, for an account of the principal and interest of the sum of 25,000*l.* given for the benefit of his younger children by the father of the late earl, and paid to them by the late earl. One of the questions was, whether this sum was a charge on the real estates devised by his father to the late earl, or the primary fund, and it was held that it was. It was also held that the late earl (George) had not, by his acts shewn an intention to exonerate the estates, or to waive his right to keep up the charges for his own benefit. The third point was the application of the Statute of Limitations to the case. The father of the late earl having given the sum in question, devised the real estates on which it was charged to the late earl, and appointed him his executor and residuary legatee. The money so charged was paid as directed to the parties interested therein, and releases were given by them to the late earl. The last payment and release occurred so far back as the year 1781, but neither before nor after that time did Earl George appear to be aware that he had a right to keep the charges on foot for his own benefit, nor did he ever take any notice of them. He died in 1837, leaving the present plaintiffs the executors of his will, who now brought their bill for relief. The case was argued at great length during the sittings after last Michaelmas Term, and again in Hilary Term, and a great number of authorities were cited, and judgment was now delivered by

The MASTER of the ROLLS.—After stating the facts at great length, his lordship said, that it had been argued that as the right of Earl George accrued in 1781, when he paid off the last of the charges, and as there had been no acknowledgment since, agreeably to the Statute of Limitations, nor any payment of interest out of the proceeds of the estates, the plaintiffs were barred. On the whole, his lordship was of opinion, however, that the statute was not applicable to a case where no assignable person existed either to claim or to pay, as was the case here, and, therefore, the plaintiffs were entitled to the relief they prayed.

DALTON *v.* HAYTER.

Preliminary objection to a demurrer on the ground of its not being entered agreeably to Lord Clarendon's order.

A defendant to a bill being a mortgagee of an estate belonging to certain parties, and another estate belonging to the same parties being conveyed to trustees to sell, for the purpose of paying that among other incumbrances, and a bill being filed against the trustees to carry out the trusts, the plaintiffs made the mortgagee a party, on the ground that, though he had no interest, yet he claimed an interest under the trust deed. The defendant demurred, and his demurrer was disallowed.

The *demurrer* in this case coming on for argument, *Wood*, for the plaintiff, insisted that it should be overruled, because it had not been duly entered according to the order of Lord Clarendon, 173, and that the thirty-fourth order of August 1841, did not dispense with the necessity of continuing the old practice.

Kindersley and *Beavan*, contrà.

The MASTER of the ROLLS could not see any object in raising the objection, inasmuch as, if valid, it could be stated on the demurrer. Besides, even if he did overrule it on that ground, it could be restored to the paper on special application. The thirty-fourth order of 1841 proceeds on the supposition that the entry was for the purpose of having the demurrer argued.

Kindersley and *Beavan* then proceeded to argue the demurrer. There was an incumbrance on one estate, called Shanks estate, which was first created in favour of one Ingram, and ultimately became vested in Mr. Beavan, the demurring party. Other estates belonging to the same parties were vested in trustees for sale, for the purpose of paying off, among others, this incumbrance; and a bill being filed against the trustees to carry out the trusts, they objected that Mr. Beavan should have been made a party, on the ground that he claimed an interest under the deed of trust in the "matters in question." He was accordingly made a party by the plaintiff, on the ground already stated, and he demurred to the bill. It was insisted that, being a mere mortgagee, and no offer being made in the bill to redeem his mortgage, his demurrer was quite proper. They cited *Plumbe* v. *Plume* (4 You. & C. 345); *Pearse* v. *Hewit* (7 Sim. 471).

Wood, contrà.—The trustees allege that the mortgagee is a necessary party, and we allege that they so do; that is enough to entitle us to make him a party. The execution of the trust is obstructed, and we are seeking to enforce it. He cited *Plummer* v. *May* (1 Ves. sen. 426); *Fenton* v. *Hughes* (7 Ves. 287).

The MASTER of the ROLLS.—If the question related to the Shanks estate merely, it would be sufficient for Mr. Beavan to say, "I am a mortgagee, and you don't offer to redeem." But there is more here: the plaintiffs allege that though he has no interest, yet he claims to have an interest under the deed of conveyance to the trustees in "the matters in question;" and the demurrer of course admits this. The defendant has mistaken the case. The demurrer must be disallowed, but no costs on either side.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

March 29 *and April* 3.

MICKLETHWAIT *v.* ATKINSON.

Defendant of unsound mind—Answer by guardian.

Where a defendant was of unsound mind, but not found lunatic by commission, and his answer was put in by guardian, in the same way as an infant's answer, and exceptions were taken to it for insufficiency, the exceptions were directed to be taken off the file.

Rogers, on behalf of the defendant in this cause, moved that the exceptions which had been filed to his answer might be taken off the file for irregularity, under the following circumstances:—The bill was filed for an account by the residuary legatees, under a will of which the defendant was the executor. The defendant being of infirm mind, but not having been found a lunatic by commission, put in his answer by a guardian, similar to the answer of an infant. The order for the guardian had been obtained *ex parte* at the Rolls, after the Vice-Chancellor Knight Bruce had declined to make the order. To this answer the plaintiffs had excepted for insufficiency, and the object of the present application was to take these exceptions off the file for irregularity. Mitford on Pleading, p. 314, was cited.

Montague, on behalf of the plaintiffs, cited *Dandewick* v. *Parmester*, *Bunbury* v. ——— (Daniell's Chancery Practice, vol. 2, pp. 302, 403); *Levin* v. *Capperley* (Prec. in Chan. 220; 1 Ey. Ca. Ab. 281); *Gason* v. *Garnier* (1 Dick, 286); and *Crawford* v. *Kinnaghan* (1 Dr. and Walsh, 195).

Rogers, in reply.

April 3.—The VICE CHANCELLOR said that the question in this case was, whether it was regular to except for insufficiency to the answer of a person of unsound mind, who had put in his answer by guardian, there not having been any commission of lunacy or any committee. He was not aware of any case which had been decided upon the subject, and therefore he must determine the question upon reason and principle. After discussing at some length the analogy between the answer of such a defendant as the present and that of an infant, his Honour said that whether an answer in such a case as this could be used against the guardian, out of the suit, or whether it could be used against the defendant, in or out of the suit, he would not determine. In the absence, however, of precedent and direct authority, he must direct these exceptions to be taken off the file—the costs of the motion to be costs in the cause.

Tuesday, April 23.

LYSE *v.* KINGDOM.

Executors—Costs—Presumption of death.

Where there was no reasonable doubt as to the title of a party, who claimed an interest under a will in consequence of the presumptive death of the person named in the will, the representatives of the executrixes having refused to allow the claim, were charged with the costs of a suit instituted to establish the title, but, under the circumstances, they were allowed to take them out of the assets of the executrixes.

Mrs. E. Walker, the testatrix in this cause, by her will, after bequeathing several legacies, gave the residue of her property to Ann Lyse and Sarah Clapton, upon trust for four persons in equal shares and proportions; and in case of the death of either of them, leaving children, the testatrix gave the share of the person so dying to his or her children. The testatrix died in November 1818, and one of the persons to be entitled to the residue died in March 1818, having had four children, of whom the plaintiff was one. James Lyse, another of the children, was in service in 1789, in the parish of Ripple, in the county of Worcester, and in that year left his parish and entered the army. The sum to which this child would have been entitled had he survived the testatrix was retained by the executrixes, and a note of hand to that amount was given by them. The father of James had always spoken of him as being dead; and it had been stated by a person who had been a prisoner with him at Valenciennes, that he died there in captivity in February 1814. These circumstances had been communicated to the defendants, the representatives of Ann Lyse, but the name of the informant as to the death was not mentioned, and immediately afterwards the bill was filed. The representatives of Sarah Clapton, the other executrix, were afterwards brought before the Court by supplemental bill. An inquiry was directed as to the death of James Lyse, and the Master reported that he died before the death of the testatrix; and the cause now came on upon further directions and as to costs.

Russell and *Campbell*, for the plaintiff.

Simpkinson and *Osborn*, for the representatives of Ann Lyse.

Swanston and *Heathfield*, for the representatives of Sarah Clapton.

The VICE-CHANCELLOR.—The testatrix, Elisabeth Walker, died in 1818. Her will was proved, in the same year, by Ann Lyse and Sarah Clapton. The assets received were considerable, and left a clear residue; that residue, subject to what I am about to state, was divided amongst the persons entitled to it under the will. One share of the residue, however, was thus circumstanced: if James Lyse, the nephew of the testatrix, was alive at the time of her decease, this share would have belonged to him, and if he had not survived her, that share would have belonged to the plaintiff. In point of fact, James Lyse did not survive the testatrix, so that we have this share belonging originally, and having always belonged to the plaintiff. There never was any reason to suppose the contrary. After administering the estate for seven or eight years, the two executrixes retained the sum of 1,559*l.* and upwards on account of this share, and signed a paper acknowledging that it was so retained. That occurred in Sept. 1826. It was the duty of these two executrixes to set apart this sum, and it was their duty to have invested it in a proper manner, either on mortgage or in the funds. There never was, however, any investment made, and they allowed this to remain simply and merely as a simple contract debt, liable to all contingencies. Sarah Clapton died in 1831, and Ann Lyse in 1835. At least as early as the year 1826 or 1827, then, a breach of trust had been committed. It is most plain that, at the time of the death of each of the executrixes, each of them was liable for this sum. After the death of the survivor of the two executrixes, applications are made on the part of the plaintiff. These applications are met by assertions on the part of the representatives of Ann Lyse, that further proof of the time of James Lyse's death was necessary, and the result was, that this bill was filed in November 1837. The representatives of Sarah Clapton were not made parties until 1839. The representatives of Sarah Clapton, in their answer, enter into long statements: they admit that they have divided their estate without ascertaining whether there were any debts due, and they claim the benefit of the Statute of Limitations as to the plaintiff's demand. It is clear from this answer, that if applications for payment had been made to the representatives of Sarah Clapton, they would not have been complied with. Then, how does it stand? Some evidence had been given that James Lyse did die in the lifetime of the testatrix, and upon that single point I should have considered the evidence satisfactory. But I considered that, as these defendants disputed the fact, they had a right to further proof, and it was proper that advertisements should be published. The Master's report is conformable to the evidence, that James Lyse died in fact more than three years before the testatrix. Under these circumstances the question is, whether I am to visit the defendants personally with costs, or to allow them to take the costs out of the assets of the indebted persons. The two executrixes were indebted, and had committed a breach of trust. It is quite plain that the plaintiff would have been entitled had James Lyse died in the testatrix's lifetime. Was there then at any moment, any reasonable doubt as to this fact? I am of opinion there was not. I think, however, this is a case where costs should be paid out of the assets of the executrixes, and not by the defendants personally.

VICE-CHANCELLOR WIGRAM'S COURT.

Wednesday, April 2.

JUDGMENT.

LORD DOWNES *v.* MORRIS.

Lords of manors—Escheat—Equity of Redemption. Where the freehold of lands, subject to a mortgage term, had escheated to the lord of a manor: Held, that the lord had a right to redeem, as the power of redemption was inherent in the land itself, and an incident to the estate at law which had escheated.

In this case, the plaintiff filed his bill to redeem a mortgage, secured by a term of years, vested in possession in the defendant, as mortgagee of certain lands escheated to the plaintiff, as lord of the manor, in which such lands were by the bill alleged to be situated. Originally the mortgagor, being seised in fee, had created the term for the purposes of the mortgage, and subsequently, upon his decease, subject to such term, the lands had passed by devise, and other legal assurances, to the last tenant in fee, who died without heirs.

The objections raised on the part of the defendant were, first, that there existed no privity between himself and the lord, by force of which the latter had a right to redeem the term now vested, as was insisted, absolutely in himself, owing to the decease without heirs of the last person directly claiming through the mortgagor; and, secondly, that the lands in question were not situated within the manor.

The VICE-CHANCELLOR.—The freehold having escheated to the lord, subject to the term, he ought not to be precluded from protecting his estate by any equitable remedy this Court can supply him. The case is analogous to that of a tenant dying entitled, at his decease, to the benefit of an attendant term of years. The Act of the 3 & 4 Wm. 4, c. 104 (being an Act to render freehold and copyhold estates assets for the payment of simple and contract debts), must be construed as creating a privity between the parties, particularly after the decision of Lord Langdale in a late case, in which he had directed, that, as against the lord claiming by escheat, freeholds, which had belonged to a testator dying without heirs, and which he had *not charged* with h's debts, were assets for the payment of debts. As to the second objection, the parties may try the question by an issue at law. (See *Burgess* v. *Wheate*, 1 W. Blac. 121.)

It was suggested by counsel that the case might be materially altered, by the fact of the statute referred to having come into operation subsequently to the decease of the parties alluded to. The case, therefore, stood over for reconsideration, and accordingly,

Monday, April 15,

His HONOUR said,—This case was directed to be mentioned again, with reference to the operation of the statute, which, it is admitted, did not apply to this cause, owing to the death of the last tenant having happened before the statute passed. The question must, therefore, be disposed of independently of that statute. An equity of redemption is a title in equity, and not elsewhere, and is here claimed, *not* as having escheated, but as an incident to the estate at law which has escheated; and is it true that no equity can pass with the estate at law escheated? That, the defendant must contend to support his position; but what are the undoubted rights of the lord at law? His estate commences where that of the last tenant ends, and comprises all that which such tenant retained. A power of redemption is an inherent power in the lands, and *charged* upon the land itself, *not as a trust* (1 Atkins, 605). Lord Hale and Lord Mansfield both drew this distinction. Every analogy, in fact, is against the defendant; and, upon the whole, I think that this is a case where equity will follow the law, and may be enforced in this court by subpœna, as in the case of attendant terms. The defendant is, however, entitled to an issue. His Honour directed the issue to be tried at the next assizes; but it was understood that such would not be the case, as the defendant intended to carry the case, by appeal, to the House of Lords.

Friday, April 19.

JUDGMENT.

TAYLOR *v.* EARL OF HAREWOOD.

Construction of Will—Strict interpretation of a condition on proviso.

Where a testator bequeathed his property to his eldest son, with remainder to his other children, but provided that, in case his eldest son should, at any time thereafter, come into possession of an estate entailed upon the testator and his issue, such bequest should then be void to all intents and purposes; and that the trustees of his will should thereupon hold the moneys so bequeathed to his eldest son, upon trust to pay and divide the same equally amongst his other children; and after the death of the testator, a recovery of the entailed estate was suffered, and the entail barred, and the estate afterwards devised by a stranger to the eldest son, who entered into the possession of it as such devisee; Held, that the manner in which the estate came into his possession was not *within the meaning of the testator's proviso in that behalf.*

In this case the bill was filed for the purpose of having the operation of a condition in a will declared by the court.

A testator made his will in favour of his eldest son, but declared that, in case a certain property, entailed upon him, the testator, and his issue, should come to his son, then that the trustees of his will should stand possessed of the property so given to his eldest son, upon trust to pay and divide the same amongst his younger children, as tenants in common, share and share like. After the testator's death, the property alluded to as entailed was barred by recovery; and the tenant in tail becoming thereby tenant in fee, devised such disentailed property to the testator's eldest son, who accordingly took possession. It is contended, for the other children of the testator, that his intention was to benefit them in the event of his eldest son coming to this property; while on the other hand it is said, that the testator could only have meant to have affixed the condition in his will to the event of the then entailed property descending to his son by virtue of such entail. It would be very difficult for the Court to say he did not, or, at least, to establish a construction opposite to it; so that, whether a man acquires a property by purchase or devise, or by an *elegit*, such a condition, contemplating at the time a probable acquirement *de jure*, must, nevertheless, operate against him. Such a construction would be perplexing and difficult in the extreme, as it would utterly disregard the title or manner by means whereof the testator's son had come into possession. But by considering that the condition must depend upon the title being acquired under the entail, a natural and *primâ facie* meaning is given to it. I am, therefore, of opinion, that the eldest son did not obtain possession of the estate within the meaning of the proviso in the will of his father; and that, therefore, the other children did not, upon that event, become entitled to the conditional bequest in their favour.

Saturday, April 20.

GRIFFITHS *v.* RICKETTS.

Bill of revivor—Practice—49th order of August 1841. *The allegations in a bill of revivor, or of supplement, must be positive, as to the plaintiff's interest, and not by way of reference to the statements in the original bill.*

The defendant, in this case, demurred to the plaintiff's bill, filed for the purpose of reviving the original suit, which had abated by the decease of the then litigating parties. The original bill was filed in the year 1827, to redeem a mortgage, executed in the year 1800; and the ground of demurrer was, that there was a want of equity, inasmuch as the present bill did not sufficiently set forth the plaintiff's case; but only stated that a bill containing certain statements had been originally filed, without averring that such statements and facts were true. The plaintiff claimed as devisee of the plaintiff in the original suit, against the representatives of the defendant in that suit.

Romilly, Q. C. and *Osborne*, for the demurrer, contended that, as the bill stated no mortgage or payment, or acknowledgment of a mortgage, but only that there had been a bill in which the mortgage was stated, it could not be sustained.

Tinney, Q. C. and *Pirie*, for the bill.—This is an original bill in the nature of a bill of revivor, which gives us a right to be placed in the same situation as we were with the former suit. (Mitford Pleading, p. 56; *Metcalfe* v. *Metcalfe*, 1 Keen, 79.) The bill being in the nature of a bill of revivor, the statements of the case, as set forth in the original bill, need not be repeated, but only referred to, by the 49th order of August 1841: "That it shall not be necessary in any bill of revivor or supplemental bill, to set forth any of the statements in the pleadings in the original suit, unless the special circumstances of the case may require it."

Romilly, in reply.—This bill can only be supported as a bill of revivor; and if taken as an original bill, it cannot be sustained. They proceed on the assumption that the plaintiff was the plaintiff on the original record, which is revivor; but can they say it is revivor, where there is not a party to the present who was on the original record? (*Woods* v. *Woods*, 10 Sim. 197.) Here are the devisees of the plaintiff suing the executors of the defendant, which cannot constitute revivor. It is a supplemental bill against certain parties, and there is no authority to shew that, in such bills, allegations may be omitted as to the interest of the party claiming.

The VICE-CHANCELLOR.—Though you are not to repeat the statements in the original bill, yet you must, in some cases, introduce your statements shewing the interest of the plaintiff. I must allow the demurrer; but as there has been some misconception respecting the 49th order, the plaintiff may amend his bill.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Friday, April 26.

WATERS *v.* WILLIAMS and OTHERS.

Replevin.—Cognizance as bailiffs to one J. W. the landlord to whom rent was due.

Plea.—Ejectment brought in the Exchequer by J. W.

Demurrer.—Assigning for cause that it was consistent with the plea that the ejectment was not proceeded with, and that the plea shewed nothing which would operate as an estoppel.

Vaughan Williams, in support of demurrer.

J. W. Smith, contra, said he felt so pressed by the cases that he should like to amend, and plead *non tenuit*.

Cases cited: *Birch* v. *Wright* (1 T. R. 272); *Bridges* v. *Smith* (5 Bing. 410); *Abb* v. *Carpenter* (2 Saund. 13 n.); Viner's Abridgment, tit. Estoppel; *Rogers* v. *Humphreys* (2 A. & E. 299).

Judgment for plaintiff, with leave to defendants to amend on the usual terms.

YATES, a pauper, *v.* TEARLE.

Case for an excessive distress.

Plea.—That the plaintiff was not tenant to the defendant of the dwelling-house and appurtenances *modo et formâ.*

Demurrer.—Assigning for cause that the plea was entirely immaterial, and that it was too large.

Flood, in support of the demurrer.

Humfrey, contrà.

Cases cited: *Branscombe* v. *Bridges* (1 B. & C. 145); *Holland* v. *Birt* (10 Bing. 15); *Smith* v. *Goodwin* (3 B. & Ald. 463); *Gwynne* v. *Bernal* (7 Clarke and Finnelly); *Ireland* v. *Johnson* (1 Bing. N. C. 862; 1 Sanders 285 b.); *Bishop* v. *Viscountess Montagu* (Cro. Eliz. 824). *Cur. adv. vult.*

FRANCIS *v.* STEWARD.

Church rates—Prohibition.

Declaration in prohibition. The citation in the Ecclesiastical Court charged the defendant there with having wilfully and contumaciously obstructed, or at least refused to make, or join, or concur in the making of a sufficient rate or assessment for providing funds in order to defray the expense of the necessary repairs of the church of St. Mary, Abgill.

Demurrer.

The Solicitor-General, in support of the demurrer.

Roebuck, Q.C. contrà.

Cases cited: *Veby* v. *Bunder* (12 A. & E. 302); *Reg.* v. *Baines* (12 A. & E. 210); *Taylor* v. *Kempser* (2 G. & D. 380); *Greenwood* v. *Spinning* (4 Haggard, 77); *Cooper* v. *Nickham* (2 East, 308); Vin. Abridg. tit. Excommunication; *Briggs* (1 East, 883.) *Cur. adv. vult.*

DOE *dem.* MARQUIS OF ANGLESEA *v.* THE CHURCHWARDENS OF RUGELEY.

Special Case.

The case stated a lease by the lessor of the plaintiff to the defendants of certain land for the purpose of erecting a workhouse. It contained a covenant "not to convert and not to employ the profits to any use or purpose whatever;" and a clause of forfeiture in the event of the covenant being broken.

In consequence of the Poor Law Commissioners having removed the paupers to the union, the parish officers had shut up the workhouse, and let the land. This ejectment was commenced in consequence.

Whateley, Q. C. for the lessor of the plaintiff.

J. W. Smith, for the defendant.

Cases cited: *Lucey* v. *Levington* (1 Ventris, 175); Bac. Abridg. Condition F. Leases T.; Com. Dig. tit. Condition, ——— v. *Mitchell* (1 Salk. 198); *Doe* v. *Barson* (3 M. & S. 350); *Doe dem.* ——— v. *Carter* (8 T. R.). *Cur. adv. vult.*

Saturday, April 27.

REG. *v.* ST. ANDREW'S, HOLBORN.

This was a *mandamus*, which had issued to the defendants commanding them to account for the poor-rate of their parish to the auditor of the Poor Law Commissioners. The defendants returned, that they had accounted, and also that they were not bound to account. Issue was taken upon the return. The case had been tried, and now came on in the shape of a motion to enter a verdict for the defendants.

The question was, whether the parish, which was governed by a local Act, was bound to account to the auditor of the union for the whole of the poor-rate, which included the water-rate, and out of which other things besides the mere relief of the poor had always been provided for, or only for that part of it which was actually applied to the latter purpose.

When judgment is given the case will be fully reported. *Cur. adv. vult.*

REG. *v.* INHABITANTS OF CATTERALL.

An allegation in the examination on the removal of a pauper that he was a bachelor, is a sufficient statement of his being unmarried and without child or children—Hiring and service—Sufficiency of.

In this case an order had been made for the removal of the pauper and his family. The settlement relied upon by the respondents was one by hiring and service. Upon the examination, the evidence of the witness who proved the settlement was: "The pauper came to live with my father. He was not agreed for any particular time. My father found him meat, washing, and lodging as long as he stayed." It was also proved that the pauper was a "bachelor."

The grounds of appeal relating to this part of the case were, "that the examinations were not sufficient to support the order; that they were bad on the face of them, and did not state the necessary facts from which it could be implied that the pauper did gain a settlement by hiring and service, and that they did not

state that he was an unmarried person, not having children; and also, that there was no such settlement by hiring and service." With the copy order and examination, the respondent parish had sent a copy of the complaint in writing, which had been made before the justices. It appeared to have been made by the assistant-overseer. The sessions had quashed the order, subject to a case.

Whigham, for the appellants.—First, there is no sufficient complaint; it ought to be made by the churchwardens and overseers. The assistant-overseer is a mere stranger for this purpose. He is an officer elected by the parish in vestry, assembled under the 59 Geo. 3, c. 12, s. 7. Under that statute the parishioners may fix at his election what the duties of an assistant-overseer shall be; but there is no evidence here that it was among his duties to make this complaint, and it cannot be assumed that it was.

The COURT called on *Cowling*, contrà, to answer this objection.

Cowling, contrà.—The mere fact of the complaint being in this form could not preclude the sessions from entering into the merits. In a case decided in this court a few days ago, a complaint was made by one of the overseers only, and it was held enough. If we had not sent any copy of the complaint, this question could never have arisen. The order recites that the complaint was made by the overseers. It is for the other side to shew the contrary of this recital. The magistrates and their clerk have taken it for granted that it was so. The whole case of the other side is, that a mere *memorandum* is drawn up informally.

The COURT here called on *Whigham* to go on to his other objections.

Whigham.—There is no evidence of any hiring for a year, and no statement that the man was unmarried and single.

PATTESON, J.—What is the meaning of the word bachelor?

Whigham.—Upon the other point it is quite clear that there was no hiring for a year. The evidence entirely negatives it.

Cowling here admitted that he could not get over this objection.

Cases cited: *Rex* v. *Wincanton* (Burr. Settlement Cases, 299); *Bennett* v. *Edwards* (7 B. & C.).

Order of sessions confirmed.

At the sitting of the Court, the following cases were disposed of:—

REG. v. EARL OF DARTMOUTH and ANOTHER, JUSTICES OF STAFFORDSHIRE.
(Argued 20th January, 1844.)

Where the auditor disallowed certain accounts of the outgoing overseers, but the justices and the quarter-sessions, on appeal, subsequently allowed them, the Court refused to interfere.

This was a rule calling upon the defendants, who were justices of the county of Stafford, to shew cause why a *mandamus* should not issue, commanding them to issue a distress-warrant for the levy upon the goods and chattels of the late overseers of the poor of the parish of A, of certain sums of money, which had been disallowed by the auditor, under 4 & 5 Wm. 4, c. 76, but subsequently allowed by the justices, and also, on appeal at the instance of the auditor, by the court of quarter-sessions under 50 Geo. 3, c. 49.

Whateley, Q.C. and *Gray*, shewed cause.

Pollock, A.G. and *Whitmore*, contrà.

Held by the COURT, that the authority of the justices and that of the auditor were concurrent, and that the Court could not interfere.

MACLISE v. NICHOLL.
(Moved April 16.)
Infant necessaries.

Crowder, Q.C. moved for a new trial, on the ground that Coleridge, J. ought to have directed the jury that articles which the father of an infant had directed a tradesman not to supply to the infant without an order from him, it being proved that the father had recently paid a bill for articles of the same description supplied to the infant, were not necessaries.

Rule refused.

Saturday, April 27.

REG. v. JOSEPH JOHN DEIGHTON.
(Argued April 24.)

The voting papers handed in for candidates for the office of alderman must describe them as of the place of their residence.

This was a demurrer to a replication to a plea to an information, in the nature of a *quo warranto*, calling upon Joseph John Deighton to shew cause by what authority he claimed to be an alderman of the borough of Cambridge.

The question was, whether the voting papers of the persons who voted for him were rightly inscribed, according to the provisions of the Municipal Corporations Act. He was described in the papers as of Trinity-street, in which he carried on his business, whereas it was contended, on behalf of the Crown, that he ought to have been described as of the place of his residence.

Gunning, for the prosecution.

Byles, Serjt. contrà.

The COURT now said that the voting papers were wrong. *Judgment for the Crown.*

HARVEY v. BURGESS.
(See 3 LAW T. col. 3.)

This case stood over that the Court might take time to consider whether an executor *de son tort*, who pleaded *ne unquis executor*, with other pleas, the plea of *ne unquis executor* being false within his own knowledge, was, in consequence of such false plea, liable to judgment for the whole amount claimed.

The COURT now decided against such liability, and directed the verdict to be entered for 23*l*.

BUSINESS OF THE DAY.

BELL v. MARKS.	*Rule refused.*
JONES v. LEIGH.	*Rule refused.*
WINTERBOTTOM v. INGHAM.	*Rule nisi.*
DAWSON v. GREGORY.	*Rule nisi.*
INNES v. WYLIE.	*Rule refused.*

Monday, April 29.

REG. v. COTESBY and OTHERS.
Habeas Corpus.

A warrant of commitment reciting a conviction must shew a good conviction. It should shew on the face of it that the witnesses for the prosecution were vivâ voce examined on oath in presence of the prisoner as well as on the making the complaint or information.

The defendants, who had been committed by justices under the provisions of the Masters and Servants Act, were brought up by *habeas corpus*.

Bodkin, *Fry*, and *Huddlestone* moved to discharge them out of custody, for defects in the several warrants of commitment.

There were several prisoners, but as the warrants were substantially alike, the cases were taken together. In the first and most numerous class of cases, the following was the form of the warrant:—

West Riding of Yorkshire to wit.—To G. R. the constable of B. in the W. R. of the county of York, and to the keeper of the House of Correction at Wakefield, in the said W. R. of the county of York.

Whereas information and complaint hath been made before me, W. B. M. esq. one of her Majesty's justices of the peace in and for the W. R. of the said county, by A. F. of W. in the said W. R. colliery proprietor, upon the oath of the said A. F. against J. H. late of H. in the said W. R. collier, for that he, the said J. H. having contracted with the said *A. F. and others, his partners in trade*, as colliery proprietors, to wit, on the first day of January, A.D. 1842, in the W. R. aforesaid, to serve them, the said A. F. and others, in the capacity and employment of a collier in the said W. R. from thence until the end of one month after he should have given to or received from his said master notice to quit and leave his said master's service, and that the said J. H. in pursuance of the said contract, entered into the service of the said A. F. and others accordingly, and that afterwards he did unlawfully absent himself from his said service without his said master's consent, in the Riding aforesaid, to wit on the *23rd, 24th, 26th, and 27th days of February last past respectively*, before the time of his said contract was completed, to wit, after the commencement of the said contract, and before the end of one month after he had given to or received from his said master notice to quit and leave his said master's service, and hath from thence hitherto neglected to fulfil his said contract, against the form of the statutes in such case made and provided; and whereas the said J. H. in pursuance of my warrant for that purpose, hath this day *appeared before me to answer the said complaint, but hath not proved that he is not guilty of the said complaint and charge; and whereas, in pursuance of the statutes in that case made and provided, I have duly examined the proofs and allegations upon oath of both the said parties touching the matter of the said complaint, and upon due consideration had thereof*, have adjudged and determined the said complaint to be true, and that he the said J. H. did contract with the said *A. F. and others* as aforesaid, in the Riding aforesaid, and did afterwards *absent himself from the said service before the time of his said contract was completed as aforesaid, to wit, on the several days aforesaid in the year aforesaid*; and I do therefore convict him, the said J. H. of the *said offence*, in pursuance of the statutes in that case made and provided. These are therefore to command you, the said G. R. forthwith to convey the said J. H. to the House of Correction at W. aforesaid, and to deliver him to the keeper thereof, together with this warrant; and I do hereby command you, the said keeper, to receive the said J. H. into your custody in the said House of Correction, there to remain and be held in hard labour for the space of three calendar months from the date hereof, and for your so doing this shall be your sufficient warrant. And whereas it has appeared to me, upon the proofs and allegations of both the said parties upon oath as aforesaid, that no wages are now or will hereafter become due to the said J. H. from the said A. F. and others during the period that the said J. H. will be in the said House of Correction as aforesaid. I have adjudged and determined that no wages are now or will hereafter become due to the said J. H. from the said A. F. and others during the said period the said J. H. will be confined in the said House of Correction as aforesaid. I have not made, and I do not make, any order to abate a proportionate part of his wages for and during such period as he shall be confined in the House of Correction as aforesaid.

Given under my hand and seal, at the Court-house in B. in the W. R. of the county of York, the 6th day of March, A.D. 1844.

W. B. M. (L.S.)

For the prisoners it was objected that this was defective, for not shewing who were the other parties besides the said A. F. with whom the said J. H. had contracted, inasmuch as the statutes which permit a partnership to be so described in indictments and informations do not extend to convictions; and also that it was uncertain, as it recited that the prisoner was charged with absenting himself on the 23rd, 24th, 26th, and 27th of February, which would be four several offences under the statute; whereas it only appeared that the said justice convicted the said J. H. of the said offence, and it did not appear of which of the said offences he was convicted; and also that it did not sufficiently appear that the witnesses against the said J. H. were ever examined on oath in his presence.

Erle, Q. C. *Yardley*, and *Overend*, contended that this commitment was good on the face of it, and that it was to be distinguished from a conviction, and did not require the same certainty.

Bodkin was heard in reply.

The COURT took time to consider and delivered judgment the following morning.

By the COURT.—It has been properly contended, that this commitment cannot be supported, unless there appear on the face of it that the witnesses against the prisoner were examined in his presence; neither was this disputed, for it was said that they had been so examined. Now it certainly is not stated in terms in this commitment, that he was so examined; and it is remarkable, that the most general form of conviction given by any states that fact. It has been also stated in all convictions that have been held good, if not in direct terms, at least in equivalent language, which the judges have always admitted with regret, though to find it they have been obliged to examine the words of each particular commitment. In this case it is not stated in terms, and we do not find any equivalent words, for it is almost impossible not to conclude from the language of this commitment, that no *vivâ voce* allegations were made by the witnesses against the prisoner in his presence. It has been said, that this commitment would be good if it were supported by a good conviction, and that as a mere commitment it is to be supported; to that the answer is, that a good conviction ought to have been drawn up and produced. We do not pronounce any opinion on the other points that were raised, but on this we are of opinion that the prisoner must be discharged.

Authorities cited: *Rex* v. *Cheyne* (6 Dowl. 281); *Reg.* v. *Peerless* (1 A. & E. N. S. 143); *Rex* v. *Cavanagh* (1 Dowl. N. S. 546); *Rex* v. *Brown* (8 T. R. 86); *Rex* v. *King* (13 Law J. Q. B. 43); *Rex* v. *Justices of Staffordshire* (12 East, 572); *Johnson* v. *Read* (6 M. & W. 124); *Ex parte Johnson* (7 Dowl. 702); 1 Chit. Crim. Law, 109; *Rex* v. *Dodley* (2 Salkeld, 474); *Hardy* v. *Scribe* (9 B. & C. 648); *Rex* v. *Solomons* (1 T. R. 251); Paley on Convictions, p. 123, *et seq.* ed. 1838; *Elmsley* v. *Sawyer* (1 A. & E. 343).

Prisoner ordered to be discharged.

REG. v. ——.

These were another class of prisoners, who had been committed under warrants which were clearly bad; but for which good ones had been substituted afterwards by the magistrates. Both warrants had been returned by the gaoler. For the prisoners it was contended, that as the last warrants recited a conviction, it must be taken to be the document first lodged with the gaoler, and that as this was bad, the prisoners must be discharged. This point, however, was overruled by the Court.

Prisoners remanded.

REG. v. JUSTICES OF CHESHIRE.

This was a rule calling upon certain justices of Cheshire to shew cause why a *mandamus* should not issue commanding them to appoint separate overseers for the township of Little Barrow.

Kelly, Q.C., and *Townshend*, shewed cause.

Jervis, P.P., and *Yardly*, contrà.

The parish consisted of Great Barrow and Little Barrow, and at the end of the argument the Court complained that no form of the appointment of overseers for the parish had been brought forward by either party. The Court directed the case to be referred to the Master, who was to have such appointments brought under his notice, and to report to the Court. The Court further said that if no instance could be produced of separate appointments of overseers for Little Barrow and Great Barrow, they had no hesitation in saying that the rule ought to be discharged.

Stands over accordingly.

Tuesday, April 30.

ATKINSON *v.* PEARSALL.

Platt, Q. C. moved for a new trial on the ground of a verdict against evidence.

The case was tried before Coleridge, J. in the Bail Court. *Rule refused.*

ROBERTSON *v.* STRUTH.

A declaration on the judgment of a foreign superior Court need not contain averments to shew that the cause of action arose within the jurisdiction, and any exception to the jurisdiction must be pleaded.

The action was debt on a judgment of the Supreme Court of Judicature of St. Vincent.

Demurrer to declaration.

Bovill, for the plaintiff.

Martin, Q. C., for defendant.

Declaration stated, "for that whereas the plaintiffs, to wit, at the Supreme Court of Judicature of our Sovereign Lady the Queen, holden at the Court-house in Kingstown, in and for the island of St. Vincent, and within the jurisdiction of the said Court, to wit, on the 18th April, A.D. 1843, before the Chief Justice of the said Court, by the consideration and judgment of the same Court, recovered against the said defendant the sum of 812*l.* 10s. 3d. for their damages by reason of the non-performance of certain promises made by the defendant to the plaintiff, and by the said Court there to the said plaintiffs adjudged," and which sum still remained due and unpaid, &c.

Demurrer, assigning for cause that the declaration does not state or shew that the causes of action on which the judgment mentioned in the declaration mentioned protesses to be given arose within the jurisdiction of the said Supreme Court; that without an express averment that the promises were made within the jurisdiction, the declaration is defective in substance, inasmuch as that Court would have no jurisdiction to give such judgment unless the promises were made within its jurisdiction; that nothing will be intended in favour of the jurisdiction, and that it is consistent with the facts stated, that the promises were made in England, or the West-Indies, in either of which cases the said Court would have no jurisdiction.

It was contended for the plaintiff, that all the cases in which such an averment was held necessary were judgments of inferior Courts, over which this Court has jurisdiction, and which, therefore, it must respect, in order to see that they have acted within their limits. It was argued that this was an original superior Court, which would be held to have jurisdiction over all causes of action, until the contrary was shewn; and that if they had exceeded their jurisdiction, it must be shewn by way of plea, and that this declaration was in the form used from time immemorial.

For the defendant it was argued, that the Court could not intend more in favour of a Court of whose origin and power they knew nothing, than they could in the case of an inferior court in this country.

The counsel for the plaintiff was stopped by the Court.

Cases cited: *O'Callaghan* v. *Thormond* (3 Taunton, 82); *Cowan* v. *Braidwood* (1 M. & G. 882); *Becket* v. *McCarthy* (2 B. & Ad. 951); *Peacock* v. *Bell* (1 Saund. 73); *Ferguson* v. *Mahon* (11 A. & E. 179); *Moravia* v. *Sloper* (Willis, 31); *Read* v. *Pope* (1 C. M. & R. 313). *Judgment for plaintiff.*

MITTELHOLZER *v.* FULLARTON.

Construction of contract—Sale or lease.

Special case.

Where the Legislature has provided that no instrument whereby certain interests should be transferred should be good in law to convey such interest, unless a memorandum thereof should be registered in a certain office, it is the duty of the transferree to register the instrument; and he cannot afterwards, in an action for the price, avail himself of his own failure to register it.

Martin, Q. C. and *Dasent*, for plaintiff.

Erle, Q. C. for defendant.

This was an action of debt, and the declaration stated, that heretofore, to wit, on the 25th September, A.D. 1834, by a certain agreement entered into between the plaintiff and the defendant, it was agreed as follows: to wit, that, in consideration of 7,800*l.* payable in manner as thereinafter expressed, the plaintiff had bargained and sold, and did thereby sell, assign, and transfer, and make over all his right, title, and interest in the services of 153 apprenticed labourers, formerly slaves belonging to him, for and during the term of their apprenticeship to the defendant, on behalf and to the use of his plantations, or his heirs, executors, or assigns, the plaintiff promising and engaging to warrant and defend the defendant from all claims and demands on, and otherwise, in as far as was in his power, to guarantee the quiet and undisturbed possession of the services of such apprenticed labourers, according to law. That the defendant covenanted to pay, or cause to be paid, to the plaintiff, the said sum of 7,800*l.* in six instalments, of 1,300*l.* [illegible] That it was agreed between the parties that in case of failure in the payment of any of the instalments, the plaintiff should be entitled to reclaim, and the services of such labourers, during the then remaining term of apprenticeship, should revert to him, the defendant remaining nevertheless liable for the payment of such sums as should be then due for the value or hire of the labour, during such period as he should have received the services of the labourers, at and after the rate of 1,300*l.* per annum; and to be moreover bound to make good any losses which might be thereby sustained. The declaration then averred, that after the making of the said agreement, the labour of the said labourers was, in pursuance of the said agreement, had, used, and enjoyed by the defendant, to wit, from the time of making the said agreement, for and during the term of their apprenticeship; and the plaintiff was at all times willing and ready to warrant and d fend, and so did warrant and defend, the defendant against all claims and demands on him in respect of the said apprenticed labourers, and did otherwise guarantee, as far as was in his power, the quiet and undisturbed possession of the services of such apprentices according to law; and that the defendant, in fact, had such quiet possession thereof for and during the term aforesaid, and assigned for breach, that although the defendant, in part performance of the said agreement on his part, paid to the plaintiff four of the said instalments, and although the times for the payment of the remaining instalments had severally elapsed before the commencement of this suit; yet, the defendant hath not paid the said remaining instalment, or either of them, or any part thereof, but the same, amounting to 2,600*l.* were still wholly due and unsatisfied to the plaintiff

Pleas.—First, That before the remaining instalments, in the declaration mentioned, became due and payable, the said agreement was by consent of both parties wholly annulled and rescinded.

2ndly, That the said agreement in the declaration mentioned was made in writing, in and by a certain instrument, bearing date 25th September, A.D. 1834, and that the said instrument was made in the colony of British Guiana, and in the district of Berbice; and that the said instrument was made for the purpose of transferring the service of 153 apprenticed labourers in the said colony. That before the making the said instrument, to wit on the 8th March, A.D. 1834, a certain ordinance for the government regulation of apprenticed labourers was duly made by the governors of the said colony, in compliance with the provisions of an Act of Parliament passed 3 & 4 Wm. 4, and according to the laws and usages in force in the said colony; and that it was enacted by the said ordinance that after the 1st August, 1834, no instrument whereby the services of any apprenticed labourer should be transferred, should be good or valid in law to pass, or convey, or affect such service, unless an annotation or memorandum of such instrument should be recorded in a book, t[illegible]ept for such purpose in the Colonial Registrar's [illegible] of each of the respective districts in the said colony, within one month after executing such instrument. That although before, and at, and after, the making the said instrument, a book was and had been duly kept for the purpose in the said office, yet that no annotation or memorandum of the said instrument was recorded therein.

3rdly, A plea to which plaintiff demurred and had judgment.

4thly, That the said agreement in the declaration mentioned was made in writing in British Guiana, and that the parties were British subjects, and the said sale and agreement was made to transfer the services of 153 predial apprenticed labourers during the term of their apprenticeship, according to the Act for the abolition of Slavery throughout the British colonies. That after the said agreement, the defendant had the services of the said apprentices till 1st August, 1838: that while they were in the service of the defendant, to wit on the 23rd July, 1838, a certain ordinance was duly made by the governor and council, according to the Act and the laws of the colony; and it was thereby enacted, that all the persons who, on the 1st August, A.D. 1838, should be predial apprenticed labourers in British Guiana should then become absolutely free. And that the said labourers were, by the said ordinance, so freed and discharged, and the defendant was wholly deprived of their services; and the parties to the said agreement *were prevented and prohibited by the authority aforesaid* from further performing the said agreement, or from carrying the said *sale and transfer* into any further operation: and the defendant says, that during all such time as the said labourers remained in his service, he duly paid the said instalments as they became due; and afterwards, and after the 1st August, 1838, the defendant also duly paid the fourth instalment, &c.

The replication to the first plea denied that the agreement was rescinded.

The replication to the second plea denied that there had been any book kept for the purpose in that plea mentioned in the Colonial Registrar's office.

The replication to the fourth plea denied that the parties were prevented or prohibited by the authority of the ordinance in that plea mentioned from further performing the agreement.

The cause came on for trial at Guildhall, in Hilary Term, 1843. A verdict was taken by consent for the plaintiff on the first and fourth issues, and for the defendant on the second issue, subject to the following case:—

On the 22nd of July, 1834, an ordinance was duly made as in the second plea mentioned. A book had been duly kept for the purpose mentioned in the second plea, and it was admitted that the verdict must be for defendant on the second issue. On the 12th July, 1838, an ordinance was duly made by the governor as in the fourth plea mentioned.

The questions for the opinion of the Court were— 1st. Whether, upon the above facts, the verdict ought to have been for the plaintiff or defendant upon the first and fourth issues respectively. Secondly. Whether the plaintiff is entitled to judgment *non obstante veredicto* upon the second issue.

The defendant to be entitled to arrest the judgment upon the fourth issue, if the Court should think he would have been entitled to do so upon motion.

For the plaintiff it was contended that the contract was of sale, and not of lease, and that although the money was payable by instalments, yet the right to it became vested the moment the contract was executed; also, that even if it were a letting, the power of the plaintiff over the subject of the letting having been destroyed by the power of the Government, it was analogous to cases where a lessee is compelled to pay rent though the subject of the lease has been destroyed by the act of God, as by fire or an inundation. It was also contended that the second plea was bad, as it was the duty and interest of the defendant himself to have registered the contract, and that it did not lie in his mouth to say that it was avoided by his own neglect; and also because the neglect to register only avoided the contract, if at all, so far as regarded the validity of the transfer of the labourers, and not as to the consideration, and that the plaintiff having done all in his power to give validity to it, had become entitled to the consideration.

By the COURT. This appears to us to have been an absolute sale of such right as the plaintiff had at the time. Any alteration which took place afterwards could not affect the right to recover the price. Suppose, for instance, all the slaves had died in the first year, it could not be said that the contract would be annulled. It is not necessary to decide whether, if the contract had been one of lease, the liability for rent would have continued. If it had turned upon that, the Court would have taken time to consider. The second question is, whether the defendant can make use of the fact that the contract has never been registered, and say that it has, therefore, become void. It seems to us that he cannot. It was the duty of the purchaser to see that the annotation was made. It could only affect his interest. The plaintiff had done all in his power to entitle himself to the price, and the defendant cannot avail himself of his own neglect to escape from his bargain. In all cases where property is destroyed, either by the act of God, or in any other way over which the parties have no control, and when the question arises who is to bear the loss, the criterion is to find out the actual owner at the time. So in the case of goods in transit, it becomes a very nice question, whether they are vested in the consignor or consignee. If it were not for the clause introduced at the end of the contract, and which is only introduced as a condition for the benefit of the vendor, no question could ever have arisen. As to the first plea, it clearly points to a rescinding of the contract by the parties only, and not by the effect of this law. We think, therefore, there must be judgment for the plaintiff on all the issues.

Authorities cited: *Mulins* v. *Freeman* (4 Bing. N. C.), *Doe dem.* —— v. *Banks* (4 B. & Ald.); *Doe dem.* —— v. *Woodward* (5 Maule & Selwyn); *Rothschild* v. *Corry* (1 A. & E. N. S.); *Smith* v. *Brown* (2 Lord Raymond); *Smith* v. *Marrable* (11 M. & W.); *Hart* v. *Windsor* (13 L. J. 129 Exch.).

Judgment for plaintiff.

REG. *v.* MAUDE.

Semble, the judge who tries an indictment for felony, removed into this Court by certiorari, has power to award the prosecutor his costs, but this must be done by the judge who tried the case, and not by the Court.

Rawlinson moved the Court to make an order on the treasurer of the county of Southampton, for payment to the prosecutor of the costs incurred by him, on an indictment for felony, tried at the last Winchester assizes.

The indictment had been removed by *certiorari*, and Wightman, J. who tried the case, was at first disposed to make the order, but afterwards doubted his power to do so, on the authority of *Reg.* v. *Treasurer of Exeter*, 5 Man. & Ry. He submitted that costs could be lawfully awarded in such cases; that this had frequently been done, and recently in a case of some importance at Exeter (*Reg.* v. *Osborne*).

By DENMAN, C. J.—We have no power to interfere; but if my brother Wightman chooses to make the order, he can do so, subject to its being reviewed in this Court, if objected to.

WIGHTMAN, J. then made the order accordingly.

ATHERTON v. HEARD.
(*Demurrer.*)

Declaration on two bills of exchange.

Plea.—That plaintiff had before impleaded the defendant for the same causes of action, and that a certain sum had, in the first action, been paid by defendant, and accepted by plaintiff, under a judge's order, in full satisfaction of the causes of action in such first action; with an averment that the causes of action were identical.

Replication.—That 25*l.* more than were paid under the judge's order were then due upon the said bills; that this was unknown to the plaintiff, but well known to the defendant, who wilfully and fraudulently withheld the knowledge of this fact from the plaintiff, and induced him to consent to the said order.

Demurrer.—*Petersdorf*, in support of the demurrer. *Hawkins*, contrà.

Cases cited: *Norris* v. *Ayliffe* (2 Camp. 349); *Chamberlain* v. *Green* (1 D. N. S. 649); *Wilde* v. *Williams* (6 M. & W. 69 a); *Kearslake* v. *Morgan*.

Judgment for Defendant.

BUSINESS OF THE DAY.

WEBB v. BINNS.—*Erle*, Q.C. moved for a new trial. *Rule nisi.*

DOE *dem.* BARNES v. BARNES.—*Barstow* shewed cause; *Crowder*, Q.C. contrà.

Judgment for Plaintiff.

COKER v. ANDREWS, in Error.

Error from the Cheney Court of the Bishop of Winchester, on the ground that the declaration in the Court below did not allege the cause of action to have arisen within the jurisdiction of that Court.

Rawlinson, for the plaintiff in error; *Martin*, Q.C. contrà.

Judgment for the plaintiff in error without argument, Martin admitting that he could not support the declaration.

WAWORTH v. ORMROD, in error.—Error from the Common Pleas of Lancaster. *Archbold*, for the plaintiff in error; *Cowling*, contrà.

Cur. adv. vult.

GREEN v. BLENCOW.—*Demurrer.*—*Peacock* for defendant prayed leave to amend before argument. The ground of demurrer was, that the defendant had pleaded the statute of frauds specially.

Leave to amend.

COURT OF COMMON PLEAS.

Thursday, April 25.

BROOKS and ANOTHER v. HODGSON.
Judge's order—Signing judgment—Fi. fa.

Sir *T. Wilde*, Serjt. moved for a rule to shew cause why the consent signed by the defendant, and the judge's order in the cause, should not be set aside, together with the judge's order founded upon that consent; and also why the writ of execution of *fi. fa.* should not be set aside.

The ground of the application to set aside the consent was, that the consent was obtained fraudulently, being, in fact, a fraud within 1 & 2 Vict. c. 110, s. 9.

Rule nisi.

WATSON v. COLEMAN.

Dowling, Serjt. moved for a rule to shew cause why the taxation of the defendant's costs in this action should not be referred to the Master.

Rule nisi.

Friday, April 26.

FRASER v. BAGLEY.

TINDAL, C. J. delivered the judgment of the Court. The judge's notes at the trial having been read and considered, the Court have come to the conclusion not to disturb the verdict. They were not prepared to say it was not a case of great suspicion; but a case ought to be much stronger than mere suspicion to induce the Court to order a second trial. On the whole, it was a matter of general principle to refuse a new trial, unless they could take upon themselves to say that the justice of the case must be answered by a second inquiry. *Rule refused.*

LEWIS and OTHERS v. MARSHALL.

Shee, Serjt. (*Byles*, Serjt. with him), having been partly heard on a former day, shewed cause against a rule obtained by *Wilde*, Serjt.

Sir *T. Wilde*, contrà. *Cur. adv. vult.*

PHILLIPS v. SHERARD.
Practice—Distringas—Insufficiency of affidavit.

Dowling, Serjt. applied for a *distringas* to compel the defendant's appearance. The affidavit on which he moved did not state that the call had been made at the defendant's residence; but it was sufficient if he shewed, from answers to inquiries made at the defendant's counting-house, that he was keeping out of the way of service.

The COURT said, that the universal practice in such case was to shew in the affidavit, either that the defendant had no residence, or that it was impossible to discover where his residence was; otherwise, calling at the counting-house was not sufficient. *Rule refused.*

On the following day, *Dowling*, Serjt. renewed his application upon an affidavit, which stated that search had been made in vain to find out where the defendant resided. *Rule nisi granted.*

BUSINESS OF THE DAY.

DOE *dem.* COLDECOTT v. JOHNSON.—The COURT said, in this case, there should be a *Rule nisi.*

POTTS and OTHERS v. BEVAN and ANOTHER.
Rule nisi as far as reducing the amount of the verdict.

GOSLIN v. [illegible]. *Rule nisi.*

Saturday, April 27.

COLLINS v. SAVAGE.

Shee, Serjt. moved for a rule to shew cause why a new trial should not be had, on the ground of misdirection.

The action had been brought in *detinue*, and was tried before Maule, J. *Rule nisi.*

BIRCH v. LEEKE.
A plea of coverture, at the time of making the promises in the action, is an issuable plea.

Talfourd, Serjt. shewed cause against a rule obtained by *Byles*, Serjt. why final judgment should not be set aside for irregularity, with costs.

Judgment in this case had been signed as for want of a plea. The defendant being under terms to plead issuably, had pleaded coverture at the time of making the promises, &c. This was treated as not being an issuable plea. *Cromwell* v. *Thomas* (2 Sir Wm. Blackstone, 724) is the only case directly upon the point. This plea, in principle, is not an issuable plea, which means a plea to the merits. Here, as in point of fact, the defendant contracted when a married woman, it would once have been a good defence under *non assumpsit.* (*Staples* v. *Holdsworth*, 4 Bing. N.C. 144.) By the new rules it cannot be given in evidence under the general issue. [TINDAL, C.J.—That would make it more necessary to plead it.] On the ground of *laches*, the declaration was delivered on the 13th December, and a plea, bad, because not signed by a serjeant, was pleaded on the 5th January. Judgment was signed, but set aside on terms. On the 12th January the plaintiff signed judgment on the present plea. On the 17th, a summons was taken out to set that judgment aside. Several subsequent summonses were taken out; the last, on the 29th, was attended before Coltman, J, who, upon the case being stated, would not interfere. It was submitted that, as the interval from the 12th until the 29th had been suffered to intervene, the defendant was not in a situation to claim relief.

Byles, Serjt. contrà.—The question whether this is an issuable plea has been recently determined by this Court, which has decided that the non-delivery of an attorney's signed bill a month before the commencement of the action is an issuable plea.

Rule absolute, with costs.

MARCHMONT v. SHARP.
Appearance—Irregularity.

Shee, Serjt. moved for a rule to shew cause why an appearance entered for the defendant should not be set aside, for irregularity, with costs.

Rule nisi.

Monday, April 29.

ILEY v. FRANKENSTEIN.
New Trial—Misdirection—Verdict against evidence.

Dowling, Serjt. moved for a rule for a new trial on the ground of misdirection, and of the verdict being against evidence.

The declaration was for goods sold and delivered; plea, *non assumpsit.* The plaintiff by this action sought to recover the price of certain goods alleged to have been sold and delivered to the defendant. The defence was, that there was no absolute sale, but that the goods were delivered on the terms of sale or return. It appeared, also, at the trial, that fourteen days was the time within which the defendant was to return the goods, and that this time had elapsed before the action had been brought. Mr. Justice Maule, before whom the cause was tried, left it to the jury to say whether this was an absolute sale or only on sale or return, and that if the jury thought the goods were sold out and out, they were to find for the plaintiff; but if on sale or return, then for the defendant. The jury found a verdict for the defendant.

Dowling, Serjt. submitted that the direction of the learned judge ought to have been whether the defendant had retained the goods beyond a reasonable time; as if he had, the action for goods sold and delivered would lie. (*Beverley* v. *The Lincoln Gas Light and Coke Company*, 6 Ad. and Ell. 829.)

Rule nisi granted on both points.

Tuesday, April 30.

Re VALLANCE and BEIGLEY.
GREGORY v. DUKE OF BRUNSWICK.
Taxation of Costs—Master.

Talfourd, Serjt. shewed cause against a rule obtained by *Byles*, Serjt. calling upon Messrs. Vallance and Beigley to shew cause why the Master should not review his taxation of their bill of costs; why the Master's certificate should not be reduced by the sum of 80*l.* 10*s.*; and why so much of an order of Mr. Justice Coltman as directed the Duke of Brunswick to pay the amount of the Master's certificate, should not be rescinded.

The questions in dispute were, whether the sum of 80*l.* 10*s.* had been disbursed by Messrs. Vallance (who had lately been the Duke's solicitors), with or without the authority of his Highness; and also whether by reason of any agreement to indemnify, his Highness was liable solely to pay Vallance and Beigley's bill of costs in *Gregory* v. *Duke of Brunswick*, in which Vallance himself was a co-defendant.

Sir *Thos. Wilde* and *Byles*, Serjt. appeared in support of the rule, but, at the suggestion of the Court, it was agreed between the parties to refer the disposal of the rule and costs to the Master.

DOE *dem.* BRADSHAW v. ROE.
Practice—Ejectment—Service of declaration.

Byles, Serjt. moved for judgment against the casual ejector.

The notice was addressed to John Kirby, instead of Samuel Kirby, the tenant in possession.

It appearing, however, that the right person had been served, the Court granted the rule.

COXHEAD v. RICHARDS.

Talfourd, Serjt. on a former occasion shewed cause. Sir *Thos. Wilde*, contrà. *Cur. adv. vult.*

EDWARDS v. GREEN.
Notice—Postponement of trial.

Byles, Serjt. applied, on behalf of defendant, to postpone the trial of this cause until the London sittings after next Term, on the ground of the defendant not being ready with his evidence. This issue was delivered on the 26th instant.

The COURT, however, declined to interfere in the absence of the plaintiff, although notice had been given of the intended application, but left the defendant to apply to the judge at the trial.

Wednesday, May 1.

EDWARDS v. BATES and ANOTHER.
Nonsuit—Form of action.

Talfourd, Serjt. moved to enter a verdict for plaintiff, pursuant to leave reserved. The action was in debt; the declaration was for money had and received; plea, never indebted.

Plaintiff sought to recover the balance due to him after satisfying a debt owing to the defendants, out of moneys received by the defendants, under a deed of assignment executed to them by plaintiff. By this deed, property of the plaintiff was assigned to the defendants on trust to pay out of the money they might so receive their own debt, and to hand over the surplus to the plaintiff. At the trial, the defendants put in this deed of assignment, and then objected that the action should have been covenant, and not debt. Mr. Justice Maule, before whom the cause was tried, thought that this defence ought to have been specially pleaded, but by consent the plaintiff was nonsuited, leave being reserved to him to move to enter a verdict. *Burnett* v. *Lynch* (5 B. & C. 589) was cited. *Rule nisi.*

WEBB v. AUSTIN.

Channell, Serjt. and *Butt*, for the plaintiff.
Talfourd, Serjt. and *Bramwell*, for defendant.

Cur. adv. vult.

NICKELS v. HASLAM.
Demurrer—Patent—Title—Specification.
In the absence of fraud, a patent is not void because the title is larger than the claim in the specification.

Byles, Serjt. and *Corrie*, appeared for the plaintiff on this *demurrer.*

This was an action on the case, for the infringement of the plaintiff's patent. Defendant, in his plea, set out the specification, and denied that any other was inrolled; to this plea there was a demurrer, and the question was, whether there was a discrepancy between the title of the patent and the specification. The title of the patent was for "*improvements* in the manufacture of plaited fabrics." The specification claimed a new mode or process in the manufacture of the fabric.

Channell, Serjt. and *Webster*, contended that, inasmuch as the claim was not for any improvement in the article when made, but in the process of making it, there could not be several improvements, but one only, and the title should therefore have been for an improvement and not improvements. [COLTMAN, J.—How are we to see that there is not more than one improvement?]. As the patentee has not set out various *new* means for the manufacture of the fabric, it must be by a combination of already known means, and a combination is something singular, whereas the title imports something plural.

The COURT said, that this case resolves itself into the one decided last Term in the Exchequer Chamber (reported in the Law T[illegible]) of *Cook* v. *Pearce*. Unless there is fraud, there cannot be any objection allowed.

to the title being larger than the claim in the specification; neither in the present did there appear any inconsistency between the title and the claim. The Court could not see that there necessarily must be no more improvements than one in the process of the manufacture. *Judgment for the plaintiff.*

Thursday, May 2.

ASH *v.* HEATH.

HEATH *v.* ASH and WIFE.

Award—Verdict by consent.

Shee, Serj. shewed cause against a rule obtained by *Byles*, Serjt. for setting aside an award which had been made in these causes, on the ground that the arbitrator had not specifically directed how the verdict was to be entered.

Byles, Serjt. now consented to the rule being discharged, the verdict being entered for the plaintiff for the amount found due by the award.

STEAD *v.* WILLIAMS.

Sir *T. Wilde*, with him *Shee*, Serjt. and *Webster*, shewed cause.

Channell, Serjt. *Byles*, *Hoggins*, and *Warren*, with him, partly heard. *Adjourned.*

REGISTRATION APPEALS.

COMMON PLEAS.

Tuesday, April 30.

BOROUGH OF BRADFORD.

ALLAN, Appellant, *v.* WATERHOUSE, Respondent.

Delivering to the postmaster's managing clerk the duplicates and objections for the purposes of posting, stamping, and comparing under the provisions of the Registration Act, is a delivery for the purposes of the Act to the postmaster.

TINDAL, C. J. in delivering the judgment of the Court, said, the objection in this case was, that documents required to be compared with others, delivered at the same time to the postmaster to be stamped, for the purposes of being made evidence, had been given into the hands of his managing clerk, and not to the postmaster himself; and the question was, whether such a delivery was a delivery into the hands of the postmaster under the 100th section of the 6 Vict. c. 18. The Court was of opinion, that the decision of the revising barrister was right. The interpretation clause, which, in some instances, contains expressions authorizing certain acts, is silent as to the office of postmaster. But the Court agree in opinion in thinking that the intention of the legislature was to authorize the servants of the postmaster acting under his authority to perform this duty. The party delivering the documents might not know the postmaster, and he would be liable to be defeated by evidence that he was not the postmaster himself but the clerk. The same difficulty would occur with other matters to be performed by the postmaster. Evidence might be given that the postmaster was absent from illness, and the duties performed by his managing clerk. It was obvious that in populous places like London, where great numbers of documents might come at the same time, compliance with the Act would be impracticable, if the eye and mind of the postmaster were indispensable, and the assistance of the clerk inadmissible. That the duties might be as well performed by a clerk as a postmaster was undeniable. It could not be said that the comparing documents was a judicial act. The receiving and stamping documents were ministerial acts of the lowest order. The Court thought, that if the legislature had intended the duty should be confined to the postmaster personally, words to that effect would have been introduced. The provisions of the Act had been substantially complied with, and the decision of the revising barrister must be affirmed.

BOROUGH OF GREENWICH.

DOBSON, Knight, *v.* JONES.

Where servant rents a house belonging to the master, but which he is permitted to occupy only for the more efficient discharge of the duties of his situation, there is no relation of landlord and tenant, and he will be disqualified from voting in the borough in which such house is situated.

The COURT said, that in delivering their opinion in *Hughes v. The Overseers of Chatham*, they laid down at some length the principle which governed that class of cases to which the appeal before them belonged. The Court drew a distinction between the case of a servant employed by the Government having a house as part remuneration for services performed, and that before them, in which places were let by the Government, and officers allowed to occupy them, with a view to the more efficient discharge of their duty. It was necessary to consider to which class of cases that appeal belonged. The appellant was a surgeon of Greenwich Hospital, and occupied a house used for the purposes of a surgery. The situation was such as was reasonably required for the duties of the office. It had been occupied for nineteen years as a surgery. The evidence before the revising barrister was, that the appellant occupied his house simply by permission of the governor of Greenwich Hospital, but required to occupy with a view to the more efficient discharge of his duties, and there was consequently no occupation with relation of landlord and tenant. The Court could not say that the revising barrister had come to a wrong conclusion in point of law, and that in that case the relation of landlord and tenant did not exist. There was no necessity for the court to consider the second question as to the payment of rates.

COURT OF EXCHEQUER.

Friday, April 26.

LINDUS *v.* CORBETT.

Semble, that in this court the time for moving for a new trial is within four days after the return of the distringas, not of the trial of the cause. Motion for a new trial, on the ground of surprise—Affidavits.

Jervis and *Flood* shewed cause against a rule to set aside the verdict for the defendant and for a new trial, on affidavits. They raised a preliminary objection to the rule, on the ground that although the cause was tried on the 23rd of January, the *distringas* was returnable on the 22nd, and as the rule was not moved for until the 27th, it was out of time. It was submitted that it ought to have been moved for on the 26th, being four days after the return of the *distringas*, and that the period from which the four days for moving are to be calculated, is the date of the return of the *distringas*, and not of the trial of the cause. It was also submitted that this being in effect a motion on the ground of surprise, the affidavits were defective for not swearing *positively* that the plaintiff was taken by surprise; citing *Ames* v. *Lettice* (6 M. & W. 216); *Thomas* v. *Jones* (4 M. & W. 28); *Chetham* v. *Sturterant* (13 L. J. N. S. Ex. 28); *Lane* v. *Crockett* (7 Price, 506): *Kirkham* v. *Marter* (2 B. and A. 613).

Humfrey, in support of the rule.

The COURT held, that although surprise was not stated in terms, connecting the statement in the affidavits with the learned judge's report, they could sufficiently collect it, and therefore on that ground the affidavits were sufficient; but, independently of that, they saw no reason for disturbing the verdict. With respect to the objection on the ground of the rule being moved for too late, it was unnecessary to pronounce any decided opinion; but it would be advisable, while the practice of the Court remains as at present, to move within four days of the return of the *distringas*, not four days after the trial of the cause. *Rule discharged.*

BUSINESS OF THE DAY.

COVENTRY *v.* SMITH.—Moved on 25th inst. *Rule on both points.*

SPEAKMAN *v.* WARTON.—Moved on the 25th inst. *Rule nisi.*

SHARP, P. O. *v.* ASHLEY.—*Erle* moved for a review of taxation on the ground that the circumstances of the present case were such as to take it out of the rule laid down by the Masters, that the costs occasioned by the plaintiff's having three counsel shall never be allowed in costs between party and party, unless there are ten witnesses to be examined, and to give him a discretion. *Rule nisi.*

CLARK and ANOTHER *v.* KENRICK and ANOTHER.—*M. D. Hill* and *Cowling* shewed cause against a rule to set aside the verdict for the defendants, and for a new trial.—*Martin* and *Webster*, contrà. *Rule absolute.*

LANGFORD *v.* SOLLY.—*Jervis* and *Humfrey* shewed cause against a rule to set aside the verdict for the defendants, and for a new trial, on the ground of the verdict being against evidence. *Petersdorff*, contrà. *Rule absolute.*

TWYFORD, Esq. *v.* ARMFIELD.—Part heard.

Saturday, April 27.

SMITH *v.* HEARD.

Where a declaration is demurred to and amended upon payment of costs, this must be considered as a withdrawal of the demurrer by the defendant, who then has two days' time to plead, and the plaintiff has no right to set the demurrer down for argument.

M. Chambers shewed cause against a rule to set aside the joinder in demurrer, and all subsequent proceedings, on the ground of irregularity.

This was an action brought by the indorsee against the maker of a bill of exchange. On the 8th March, 1844, the declaration was delivered. The plaintiff demurred, and on the 23rd March a judge's order was made to amend the declaration on payment of the costs by the plaintiff. On the 17th April the costs were paid and the declaration amended; and on the 19th, two pleas were delivered by the defendant, but were returned by the plaintiff on the same day with a joinder in demurrer. The defendant returned the joinder in demurrer, and re-delivered the pleas, but on the 20th the pleas were again returned, and the joinder in demurrer again delivered, and after some correspondence between the parties, the plaintiff set the case down for argument as a demurrer to the declaration in its amended form. The present rule was to set that aside, on the ground of irregularity. It was submitted that the plaintiff was correct in so doing, because it was essential, according to the practice of this court, that the judge's order, besides ordering the amendment to be made, should also give the defendant leave to plead *de novo*; and that the practice of this court is different in this respect from that of the Court of Common Pleas or Queen's Bench, where it is admitted that the defendant has always two days to plead after the declaration is amended. (Lush's Practice, 387; Sellon's Practice, 454.) Therefore it was necessary for the plaintiff to set the demurrer down for argument, in order to get rid of it.

The COURT held that the payment of costs by the plaintiff, and the acceptance of them by the defendant, must be considered as a withdrawal of the demurrer by the defendant; and, therefore, the case did not fall within the rule laid down in Lush's Practice; but as the practice had been somewhat obscure, they would make the rule absolute without costs. *Rule absolute.*

BUSINESS OF THE DAY.

MAY *v.* TARN and OTHERS.—*Referred back to Master to receive taxation.*

TWYFORD, Esq. *v.* ARMFIELD.—*Cockburn* and *Cowling* shewed cause against a rule to set aside the verdict for the plaintiff, and to enter the same for the defendant on certain issues. The point intended to be argued was, whether a certain indenture was delivered as a deed or as an escrow; but the notes were too imperfect to enable the Court to pronounce any opinion upon the subject, and they therefore made the rule absolute for a new trial. *Erle* and *Archbold*, contrà. *Rule absolute.*

WHITMORE and OTHERS, Assignees, &c. *v.* GREENE and ANOTHER.—Part heard.

HARRY *v.* DAVID.—Moved on the 20th inst. *No rule.*

EVERARD *v.* WEBSTER.—Moved on the 16th inst. *No rule.*

EARL OF CARNARVON *v.* VILLEBOIS.—Moved on the 18th on one point. *Rule granted.*

LABOULLAYE *v.* HALINBOURG.—*Crowder* shewed cause against rule to set aside writ for irregularity. *Humfrey*, contrà. *Rule discharged.*

EDWARDS *v.* BARTON.—*Jervis.*—Rule for sum of 11*l.* 7*s.* 7*d.* to be paid out of court. *Rule nisi.*

CARR *v.* CUMBERLAND.—*Martin* shewed cause against rule to change venue from London to Yorkshire. *Knowles*, contrà. *Rule discharged.*

REG. *v.* DUNN.—*Clearby.*—To enter satisfaction on a bond given to the Crown. *Rule nisi.*

Monday, April 29.

DOE *dem.* BARBOUR and OTHERS *v.* MUNRO.

(Argued on 25th and 29th inst.)

Special case.

Where a party conveys land to a trustee upon the trusts to be declared in a deed of the following day, which is subsequently executed, and the trusts are therein declared to be for certain charitable purposes, but the first deed is unattested by two credible witnesses, the conveyance is void under the Statute of Mortmain, notwithstanding that all the requisite of the statute have been complied with as regards the second deed.

This was an action of ejectment to recover possession of certain lands which had been occupied by the members of the Scotch church at Manchester; and it appeared that the plaintiffs, being seized in fee of the lands in question on the 2nd and 3rd April, 1832, by lease and release, conveyed them to a person of the name of Crierrie, upon the trusts to be declared concerning the same, by a deed bearing date on the following day; and on the 4th April, 1832, Crierrie, by a deed of that date, made a declaration of trusts in favour of the Scotch church at Manchester. The latter deed was duly attested by two credible witnesses, and enrolled in the Court of Chancery within the six months, and the donors lived twelve months afterwards, as required by the 9 Geo. 4, c. 36, s. 1 (the Statute of Mortmain), but none of the requisites of the statute were complied with as regards the deeds of the 2nd and 3rd April, 1832.

Kelly (*Cole* with him), for the lessors of the plaintiff, submitted that the first must be considered as the deed by which property was conveyed for charitable uses, and was therefore bad for not being enrolled according to the requirements of the Mortmain Act; that the whole must be considered as one transaction, and as an evasion of the Act, and therefore void: citing *Doe* dem. *Willard and Others* v. *Hawthorn* (2 B. & A. 96); *Doe* v. *Wright*, (2 B. & A. 721).

Butt, for the defendant, citing *Doe* v. *Waterton* (3 B. & A. 149).

The COURT held that the lessors of the plaintiff, and not Crierrie, must be considered as the original donors; and as it was clear that the deeds of 2nd and 3rd April, 1842, were not executed in the presence of two credible witnesses, the conveyance was void under the statute; at the same time that they considered it very doubtful whether it was not also void for want of enrolment, but that it was unnecessary to decide that question.

Judgment for the lessors of the plaintiff.

BUSINESS OF THE DAY.

Blyth v. Forbes.—Moved on the 16th inst. *No rule.*

Quicke v. Leach.—Special case from Chancery. *Cur. adv. vult.*

Foley and Another v. Addenbrooke and Others.—This was a special case for the opinion of the Court, upon the construction of a lease of certain mines in the county of Stafford. *Whateley* (*Bowstead* with him), for the plaintiffs. *Erle* (*J. W. Smith* with him), for the defendants. *Cur. adv. vult.*

Tuesday, April 30.

BUSINESS OF THE DAY.

Stevens v. Macguire.—*Peacock*—to set aside the judgment as in case of nonsuit, on the ground of its having been signed against good faith; the cost to be paid by the defendant's attorney. *Rule nisi.*

Laycock v. Ward.—*H. Hill*—to stay proceedings in an action against the defendant as the drawer of a bill of exchange, upon payment of the costs of the writ, or until the decision of another action by the plaintiff against the acceptor of the same bill. *Rule nisi.*

Whitmore and Another, Assignees, &c. v. Greene and Another.—Argument concluded. *Cur. adv. vult.*

Flight v. Clark.—*Jervis* and *Huggins* shewed cause against a rule to set aside the verdict for the plaintiff, and for a new trial, on the ground of misdirection. *Whateley* and *Lush*, contrà. The Court made the rule absolute to enter the verdict for the defendant, and granted a rule *nisi* to set it aside, and to enter the same for the plaintiff, *non obstante veredicto.*

Pickford and Another v. The Grand Junction Railway Company.—*Erle* and *Crompton* shewed cause against a rule to set aside the verdict for the defendants, and for a new trial, on the ground of misdirection and of the verdict being against evidence. *Martin* and *Cardwell*, contra. *Rule absolute.*

Wednesday, May 1.

Payn v. Burridge.

Landlord and tenant—Covenant to pay rates, taxes, assessments, and payments levied, &c. in respect of the demised premises, includes payments in respect of the premises levied under a local paving Act, although by the terms of the Act of Parliament such rates are imposed upon the landlord in the first instance.

Demurrer.—This was an action of covenant for non-payment of 50*l.* for rent, pursuant to a lease granted by the plaintiff to the defendant.

Plea.—That the said premises are situate in the county of Warwick, and within the limits of an Act of Parliament for paving and lighting the town of Leamington Priors; that the commissioners under the said Act paved, &c. certain footpaths adjoining the demised premises; that they afterwards required the defendant to pay, and he did then pay, the cost of paving, &c. the whole length of the frontage of the said demised premises, which amounted to a greater amount than the said sum of 50*l.* and then deducted and retained the same out of the said arrears of rent.

Verification.

Replication.—That the defendant held the said premises under a demise, whereby he agreed to pay the yearly rent of 100*l.* free and clear of and from all and all manner of parliamentary, parochial, and other taxes, rates, assessments, deductions, or abatements whatsoever (the land tax and landlord's property tax excepted); and that he thereby covenanted that he would, during the said term, well and truly discharge all taxes, rates, duties, levies, assessments, and payments whatever (except as aforesaid), which then were, or during the said term might be, rated, levied, assessed, or imposed upon, or payable in respect of, the said messuage and premises.

Verification.

Demurrer.—For that the money alleged to have been paid to the commissioners, as stated in the plea, is not a tax, rate, assessment, deduction, or abatement, within the meaning of the indenture.

Erle (*Hayes* with him), in support of the *demurrer.* *Gale*, contrà, not heard.

The Court held that, notwithstanding the Act of Parliament imposed the said rates upon the landlord in the first instance, since the defendant had taken the premises after the passing of the Act, the amount paid by the defendant must clearly be considered as an assessment or payment in respect of the said premises within the meaning of the covenant; and, therefore, that the defendant was not entitled to deduct it. *Judgment for the plaintiff.*

Ricketts and Another, Executors, &c. v. Weaver.

An executor of a tenant for life has a right to sue for breach of a covenant committed during his testator's lifetime, without an averment of particular damage; and therefore the action will lie by him for breach of covenant to repair premises, of which his testator was tenant for life.

Demurrer.—This was an action of covenant, and the declaration stated that in the lifetime of William Lloyd, deceased, and of Betty, his wife, a certain messuage and premises were demised to Alexander Stallard for one whole year, if the said Betty should so long live, and, at the expiration of that term, unless half a year's notice should be given, to hold from year to year. Covenant by the lessor to repair. Then followed a covenant whereby the defendant, as surety for the said Alexander Stallard, covenanted with the said Alexander Lloyd, and Betty, his wife, that in case Stallard should not perform the covenants therein contained, he, the defendant, would pay all costs, charges, damages, and expenses occasioned thereby, and would, in all respects, be liable to perform the said covenants as if he were the real and *bonâ fide* tenant under the said indenture. Breach in not repairing and not properly cultivating the lands, by means of which said premises the said William Lloyd in his lifetime had been put to great costs, charges, &c.

Averment of notice to the defendant.

Pleas.—1st, That before and at the time of making the said demise, the said Wm. Lloyd, and Betty, his wife, were seized in their demesne as of freehold, in right of the said Betty, and that the said Wm. Lloyd was not put to *the* costs, charges, &c., in the declaration mentioned.

2nd. That the said Wm. Lloyd did not request the defendant to pay the costs, charges, &c.

Demurrer.

Barstow, in support of the demurrer, submitted, first, that the action was maintainable by executors, citing *Raymond* v. *Fitch* (2 C. M. & R. 588); that this was a separate and distinct engagement on the part of the defendant that he would pay on demand; next that his liability attached on default as if he were the tenant, and that at any rate, if he were merely surety, there was an injury to the premises by reason of the want of repair.

John Henderson, contrà, submitted, in the first place, that there was no privity of contract or interest, but that it was the case of executors suing on a real covenant; that the defendant's liability was only collateral, and therefore the declaration should have averred a demand upon him to do the repairs, &c.; and next that it was not a covenant on which the executor could sue, as all injury to the personal estate of the deceased was expressly denied by the plea; citing *Kingdon* v. *Nowle* (1 M. & Sel. 355).

The Court held that an action will lie by the executor of a tenant for life without an averment of particular damage; and, therefore, that an action was maintainable by the executor of the lessor upon a covenant to repair, for breaches occurring during the testator's lifetime, according to the case of *Raymond* v. *Fitch* (2 C. M. & R. 588). *Judgment for the plaintiff.*

BUSINESS OF THE DAY.

Ray v. Hackett and Others.—*Demurrer* to declaration on a charter party. *Crowder* (*Wood* with him), in support of the *demurrer.* *Tomlinson*, contrà. *Judgment for the defendant.*

Cooper and Another v. Garbett.—*Demurrer* to replication. *Ball*, in support of the *demurrer.* *E. V. Williams*, contrà. *Cur. adv. vult.*

Wolfe and Another, Assignees, &c. v. Bevan and Another.—*Demurrer* to plea. *Watson* (*R. Denman* with him), in support of the *demurrer.* *Crompton*, contrà. *Cur. adv. vult.*

Thursday, May 2.

Warwick and Another v. Cox.

Award—Nominal damages.

Cole moved to set aside an arbitrator's award, on the ground of its being repugnant and inconsistent. This was an action of debt, for 300*l.* for work and labour, 200*l.* for goods sold, and 200*l.* upon an account stated.

Pleas.—1st, Except as to 35*l.* parcel, &c., never indebted; 2nd, Except as to 35*l.* parcel, &c., payment before action; and, 3rd, A general plea of set-off to the whole action. The cause and all matters in difference between the parties were referred to an arbitrator, who awarded that a verdict be entered for the plaintiff on the first issue, but without any damages; and on all the other issues for the defendant; and then awarded that there were no other matters in difference between the parties. It was submitted that the arbitrator ought to have awarded nominal damages on the first issue, citing *Grout* v. *Glazier* (1 Dowl. N.S. 58); *Clement* v. *Lewis* (3 B. & B. 297); *Wood* v. *Duncan* (7 Dowl. 91). And secondly, that the award was bad for finding for the defendant on the plea of set-off, which was general, and not confined to those causes of action only which existed at the time of the commencement of the action, excepting the said sum of 35*l.* parcel, &c.

The Court held the award good, and that it would have been idle to assess damages, because it was clear the plaintiff was not entitled to any; and thus there was no ground for a rule on the second point. *Rule refused.*

[illegible] v. Yates.

Hawkins moved to make a rule absolute for the payment of money upon affidavit of service at the defendant's office.

The Court refused the rule upon the ground that it ought to have been personally served. *Rule refused.*

BUSINESS OF THE DAY.

Perry & Wife v. Mitchell.—Argued on the 22nd of January. *Judgment for Plaintiffs.*

Thorp v. Plowden.—*Erle* moved for a rule calling on the plaintiff to shew cause why he should not consent to the Assistant Tithe Commissioner stating a case for the opinion of this Court, under 6 & 7 Wm. 4, c. 71, s. 46 (the Tithe Commutation Act). *Rule nisi.*

Mansell v. Hedgcock.—*Jervis* shewed cause. *Hindmarsh*, contrà. *Rule discharged.*

Dixon v. Dixon.—*Watson* (*T. P. Thompson* and *H. Hill* with him), shewed cause. *Knowles*, contrà. *Rule discharged.*

Reg. v. Sheriff of Carnarvon.—*Jervis* shewed cause. *Watson*, contrà. *Absolute on terms.*

Mayor of Bridgwater v. Allen & Others.—*Elliott.*—Rule calling upon the defendants to accept a feigned issue under the Tithe Commutation Act. *Rule nisi.*

Miard v. Marsh.—*Macaulay.*—To set aside a *distringas.* *Rule nisi.*

Probert v. Shepherd.—*Cardwell* shewed cause against a rule to set aside the verdict for the defendant, and for a new trial. *Crouch*, contrà. *Rule discharged.*

Esdaile v. Lund.—*Butt* shewed cause.—*Fitzherbert*, contrà. *Rule absolute.*

Solomon v. Namby.—*Martin*, for a rule to discharge the defendant out of custody on the ground of his being in custody under an ordinary writ instead of a *testatum* writ. The Court refused to interfere, as it was a matter of four years' standing, and was very probably a misprision of the clerk. *Rule refused.*

Hulls v. Smith.—*Hance* shewed cause.—*Fl*[illegible], contrà. *Settled.*

Lace and Others v. Adamson.—*Peacock*, for defendant to pay sum of money pursuant to an award. *Rule nisi.*

Wilton and Another v. Snook.—*Prideaux*, rule to review taxation. *Rule nisi.*

Chiston v. Gibbs.—*Kennedy* shewed cause against a rule to set aside the nonsuit, and for a new trial, or for a new trial on affidavit.—*Watson*, contrà. *Rule absolute.*

Newton and Another v. Forster and Others.—*Cockburn* shewed cause against a rule to set aside the verdict for the defendants.—See case, *ante* p. 58.—*Jervis*, contrà, not heard. *Rule absolute.*

Geddis v. Stapleton.—*Martin* and *Bovill* shewed cause against a rule to set aside the verdict for the plaintiff, and for a new trial.—*Butt*, contrà. See the case, *ante*, p. 59. The rule was discharged on the ground that there having been an acceptance of part of the goods, the contract need not be shewn to have been in writing within the 17th section of the Statute of Frauds, and consequently a dispensation from such contract need not be in writing. *Rule discharged.*

BAIL COURT.

Friday, April 26.

(Before Mr. Justice Coleridge.)

Re Thomas Walker.

Motion to strike an attorney who has been found guilty of forgery off the roll.

Wortley, Q. C. moved to strike the above party off the roll of attorneys.

It appeared, that at the last assizes for Yorkshire this person, who has been an attorney since 1836, was indicted on a charge of forging *an interim order* out of the Court of Bankruptcy, and that on his arraignment he pleaded guilty, whereupon he was sentenced to eighteen months' imprisonment in the gaol of Wakefield; where he still remains. *Rule granted.*

BUSINESS OF THE DAY.

Reg. v. The Justices of Ripon.—*Martin*, Q. C. moved for a *certiorari* to remove an order of affiliation into this court, with the view to its being quashed, on the ground that the applicant required the justices to refer the subject to the quarter-sessions, which they refused to do; and on other minor grounds. *Rule nisi.*

Reg. v. Blake and Others.—*Humfrey* moved for a *certiorari* to remove this indictment into this court. *Cur. adv. vult.*

Saturday, April 27.

Reg. v. The Justices of Norfolk.

Mandamus to justices compelling them to make an order on guardians for the costs of resisting an unsuccessful application for an order of affiliation.

[illegible]

justices to make an order on the guardians of the Aylesham union for the payment to one Sheppard of the sum of 17l. being the costs of resisting an order of affiliation.

On the hearing of the case by the justices, the present applicant called upon the overseers to shew that the notice was signed by a majority of the guardians, which they were unable to do, whereupon nothing further was done, and the justices refused to make an order for the applicant's costs. (*Reg.* v. *The Recorder of Exeter*, 13 L. J. N. S. M. C. 7).

Rule nisi.

REG. v. BLAKE and OTHERS.

Certiorari to remove an indictment.

Humfrey moved on a former day (Friday) for a *certiorari* to remove this indictment (which had been found against the defendant at the Central Criminal Court for a conspiracy to import goods into England without paying the duties) into this court. He now renewed his motion; and he sought the removal, on the ground that many nice points of law would be likely to arise, and that the case was not of a class which at the Central Criminal Court would be taken before one of the judges, &c. *Rule granted.*

WILLIAMS v. MUNN.

V. Lee moved to set aside the writ of summons herein and all subsequent proceedings under the following circumstances:—The defendant, who resided in Kent, was served with a copy of a writ purporting to have been issued by an attorney of Clifford's-inn, London who, when he was applied to, denied all knowledge of it. *Rule nisi.*

BUSINESS OF THE DAY.

SHOWLER v. STOAKES and ANOTHER.—*T. W. Saunders* moved to discharge the rule herein, making a judge's order for the payment of costs of setting aside a judgment a rule of Court, on the ground that the costs had been paid long prior to the rule having been obtained. *Rule nisi.*

Monday, April 29.

PITCHER v. MOFFATT.

Where judgment of non pros. is signed, quære, has the defendant a right to levy for the officer's poundage, &c.?

Charnock moved for a rule to set aside the *fi. fa.* issued herein against the plaintiff, with costs, for irregularity, and for the return to the plaintiff of the sum of 2l. 10s. 6d. part of a sum of 5l. 19s. 6d. illegally levied on the plaintiff's goods.

It appeared that the defendant had signed judgment of *non pros.* against the plaintiff for not declaring, and issued a *fi. fa.* which was tested the 18th of April, and indorsed as of the 17th; and the writ was to levy 3l. 9s. (the costs of the *non pros.*) and 10s. 6d. the costs of the writ, besides, &c. Upon this writ the officer levied 5l. 19s. 6d. the excess over the 3l. 9s. being for the costs of the writ and the poundage, &c. The sum thus levied was paid under protest by the plaintiff, on whose behalf it was now contended that the writ was irregular, because it appeared by the indorsement to have been tested after it was issued. It was also argued that the sheriff had no right on a judgment of *non pros.* to levy more than the taxed costs—viz. 3l. 9s.; and that the acount claimed for the cost of the writ and poundage, &c.—viz. 2l. 10s. 6d. (making together 5l. 19s 6d. the amount of the levy)—was unauthorized and illegal; that the stat. 43 Geo. 3, c. 46, s. 5, refers only to the levying of poundage fees, &c. in cases where the execution is issued at the instance of the plaintiff, and not to executions by a defendant; and that, therefore, the levying of poundage fees and expenses in this case was unlawful. (Chitty's Archbold, title Non Pros.; *Baker* v. *Sydee*, 7 Taunt. 180; 2 Chitty's Rep. 353; Hullock's Law of Costs, 654.) *Rule nisi.*

PRYOR and ANOTHER v. SWAYNE.

Setting aside warrant of attorney—No sufficient appointment of an attorney by defendant.

Chambers, on a former day, shewed cause against a rule obtained by *Fitzherbert*, for setting aside the warrant of attorney in this case, on the ground that there had been no attorney present at the time of the execution by the defendant duly nominated by him, according to the provisions of the statute 1 & 2 Vict. c. 110.

The affidavits were of a conflicting nature; but his lordship thought that it was sufficiently clear that the attorney who, in fact, attested the execution was merely the London agent of the plaintiff's attorney in the country, and was, in fact, merely, acting for him; and he therefore ordered the

(See 3 Law T. 61.) *Rule to be made absolute.*

ADAMS v. JAMES.

Where an action is brought for a sum not exceeding 20l. but the judgment, by the addition of interest, is signed for more, the defendant is not entitled to his discharge under the 48 Geo. 3, c. 123.

Thomas moved to discharge the defendant out of custody under the 48 Geo. 3, c. 123.

Gray, contra.—The action was brought to recover 20l. on a bill of exchange; but the judgment was for 20l. 5s. 5d. being the amount of the bill and interest. (*Cooper* v. *Bliss*, 2 Dowl. 749.)

COLERIDGE, J.—It is clear that the debt exceeds 20l.; the interest forms a part of the debt itself.

Rule discharged, with costs.

BUSINESS OF THE DAY.

TAYLOR v. POWELL.—*Whitehurst* moved for leave to enter a suggestion on the roll to deprive the plaintiff of his costs, the action having been brought within the jurisdiction of the Birmingham Court of Requests. *Rule nisi.*

REG. v. THE TOWN COUNCIL OF STAMFORD.—COLERIDGE, J. in this case, which was moved April 17 (see 3 Law T. 40), gave the applicant leave to take a rule. *Rule nisi.*

Ex parte NEWENS.—*Robinson* moved, on an affidavit of service of a notice on the committing magistrate and the prosecutrix of the *habeas corpus*, having been obtained in this case, and on the return, that the applicant might be admitted to bail.

Admitted to bail accordingly.

MAJOR v. ———.—*Gray* moved that 12l. paid into court in this case, which was an interpleader rule, should be paid out to the plaintiff, who had obtained the verdict, and that the defendant should pay the costs of the issue. *Rule nisi.*

JACKSON v. SEAGER.—*Ball* moved for an attachment against defendant's attorney, for not appearing at the trial, on the part of the plaintiff, pursuant to his *subpœna duces tecum.* *Rule nisi.*

BANNERCLOUGH v. BRAGUE.—*Mazzinghi* shewed cause against a rule obtained by *Pickering*, for judgment as in case of a nonsuit, for not proceeding to trial. It appeared that the default in not trying was in consequence of a mutual arrangement between the parties. *Rule discharged.*

Tuesday, April 30.

REG. v. THE JUSTICES of CORNWALL.

Certiorari to remove order of justices made under the 9 Geo. 4, c. 40 (the Lunatic Paupers Act).

M. Smith moved for a *certiorari*, to remove an order of justices made in relation to the settlement of a lunatic pauper.

The order in question was made under the provisions of the 9 Geo. 4, c. 40, ss. 38, 40, 41, & 42; and it was objected that the order was bad, 1st, because it directed the expenses to be paid to the overseers, and not to the county treasurer; 2ndly, that it directed a weekly payment of 5s. 6d. whereas the 38th section invests the visiting justices only with the power of fixing from time to time upon the weekly payments. Several other minor objections were urged to the order. *Rule nisi.*

HOPKINS v. LEE.

Where a judge's order provides for the payment of costs, the costs may be taxed, and the Master's allocatur may be annexed to the order, which may then be made a rule of Court.

Arnould applied to make a judge's order, with the Master's *allocatur* for the costs annexed thereto, a rule of Court.

This case had been set down for trial at the last Kingston assizes, when, on the application of the defendant, he was allowed to add a plea, on payment of costs. The cause was tried, and the costs of adding the plea were subsequently taxed and demanded. The only question was, whether the order and *allocatur* together could be made a rule.

The COURT thought this a proper course, and

Granted the rule

MAUGHAM v. JEFFREY.

It is irregular to date pleadings on a day different to that on which they are delivered. (R. H. T. 4 Wm. 4.)

Ball moved to set aside the declaration herein with costs, for irregularity, the declaration bearing date Saturday, the 27th, and not having been delivered until Monday the 29th inst. contrary to the rule of Court (R. H. T. 4 Wm. 4, rule 1), which provides, that every pleading, as well as the declaration, shall be entitled of the day of the month and year when the same was pleaded, and shall bear no other time or date, &c. (*Hodson* v. *Pennell*, 4 M. & W. 373.)

Rule nisi.

MOSTYN v. HALL.

In moving to enlarge a peremptory undertaking, the affidavit will not be sufficient, if it merely state that the delay took place in consequence of the absence of material witnesses, for whom search had been made, but not stating when or where the search had been made.

Fortescue shewed cause against a rule obtained by *Overend*, to enlarge a peremptory undertaking.

The affidavit upon which the rule was obtained merely set out as an excuse, that the plaintiff was unable to go to trial, in consequence of the absence of material witnesses, for whom inquiries had been made; but it did not state *when* or *where* the inquiries had been made, nor even that the cause had been set down for trial.

COLERIDGE, J. thought the excuse insufficient; and the defendant not consenting to another peremptory undertaking, the rule to enlarge was

Discharged.

BUSINESS OF THE DAY.

DITCH v. DITCH.—*Ballantine* moved to set aside the warrant of attorney, and all proceedings thereon, on the ground of fraud. *Cur. adv. vult.*

BEART v. BROWN.—*Prideaux* moved to set aside the trial, which was had herein before the sheriff, when a verdict was returned for the plaintiff, on the ground that it was had in the absence of the defendant, the notice of trial to him stating that the cause would be tried at 11 o'clock, and he having been at the sheriff's office a few minutes before that hour, when he found that it had already been disposed of.

Rule nisi.

Wednesday, May 1.

(Before Mr. Justice WIGHTMAN.)

Ex parte ELLEN GRIFFIN.

Application for a habeas corpus to bring up a person committed under the 4 Geo. 4, c. 34, s. 3 (Master and Servants Act), in order that she may be discharged.

Jervis, Q.C., moved for a writ of *habeas corpus* to bring up the body of the applicant, who is now in confinement in the house of correction for Carnarvonshire.

The applicant had been convicted and sentenced to imprisonment under the 4 Geo. 4, c. 34, s. 3 (the Master and Servants Act), and it was objected,

First, that it did not appear that the applicant was within the statute, it being stated in the warrant that she contracted to serve as "dairymaid," which is not one of the classes of servants mentioned in the Act (*Kitchen* v. *Shaw*, 1 Nev. & Perry, 791).

Second, that the magistrates issued a summons for the appearance of the applicant, and, on her non-appearance, adjudicated in her absence, whereas the Act only authorizes a warrant to be issued.

Third, that the complaint was made before one magistrate and the hearing before two others, the first not being present. (*Jones* v. *Gurdon*, 11 L. J. M. C. 45.)

Fourth, that it does not appear that the applicant ever entered into the service of the master.

Rule granted.

REG. v. THE JUSTICES OF CUMBERLAND.

Certiorari to bring up orders of justices constituting townships, under 13 & 14 Car. 2, s. 21, the same having been made unjustifiably.

Watson, Q. C. moved for a *certiorari* to remove certain orders of the above justices, with the view to their being quashed. It appeared that the parish of St. Cuthbert, Carlisle, had originally consisted of four quarters, one of which was situated within the city of Carlisle, and was called English street quarter, and the three others were without the city. Originally, each quarter maintained its own poor, but at some time prior to 1758, the three out-quarters were united, so that whilst the city quarter maintained its poor distinct from the others, the three out-quarters had their poor also under one management. In 1809, it was agreed that there should be one common poor-house for all the four quarters, but that there should still be separate overseers and distinct accounts. Recently the justices have divided this parish into eight townships, and have appointed overseers for each. It was now contended that this division of the parish into townships was unwarranted, since such division could only be made in cases where, in the language of the 13 & 14 Car. 2, c. 12, s. 21, by reason of the largeness of the parish, the inhabitants cannot reap the benefit of the 43 Eliz. c. 2, which was not the case here, the poor having been efficiently provided for under the previous arrangements. (*Reg.* v. *Palmer*, 8 East, 416; *Reg.* v. *Watson*, 7 East, 214.)

REG. v. THE JUSTICES OF WESTMORLAND.

Certiorari to remove order of sessions, no jurisdiction appearing upon its face.

Pashley moved for a *certiorari* to remove an order of sessions, with a view to quashing the same for want of jurisdiction, it not appearing on the face of the order that the respondent parish was within the county. *Rule granted.*

BUSINESS OF THE DAY.

Ex parte RICHARD ANDREWS.—*Miller* moved for a *habeas corpus* to bring up the above party, who is now in Warwick gaol on a charge of murder (a true bill having been found), in order that he might be admitted to bail. *Cur. adv. vult.*

Ex parte COLLINS and ANOTHER.—*Horry* moved to revive a rule, calling upon a Mr. John Hollis Anthony, an attorney, to answer the matters of certain affidavits. *Rule granted.*

FORD v. POUCHEE.—*Wallinger* shewed cause against a rule for judgment as in case of nonsuit. *Bagley*, contrà.

Rule discharged on a peremptory undertaking to try at the sittings after Easter Term.

HARRIS v. HARVEY.—*Foster* shewed cause against

a rule obtained by *Peacock*, to enlarge a peremptory undertaking. *Rule discharged.*

GOFF *v.* MILLS.—*Palmer* shewed cause against a rule obtained by *Robinson* for an attachment against a party for not obeying a *subpœna*.

Cur. adv. vult.

Thursday, May 2.

(Before Mr. Justice COLERIDGE.)

TOW *v.* HOLE.

Motion for judgment non obstante veredicto.

Wood moved for a rule for judgment for the plaintiff *non obstante veredicto* on the third issue, or for a new trial on the ground that the verdict on the third plea was against evidence. The action was in debt, and the declaration contained two counts, one for goods sold and delivered, and the other on an account stated. To this the defendant pleaded, 1st. never indebted; 2nd. payment; 3rd. a special plea to the effect that defendant gave to one James Hole, as his agent, the sum of 15*l*. to pay to plaintiff in discharge of so much of the debt, of which the plaintiff had notice, and then had the option of being paid such sum; that before the commencement of this suit it was agreed between the plaintiff and James Hole, that the said J. H. should retain the said sum in his hands for his accommodation; that James Hole became insolvent, whereby the said sum was lost to the defendant, and that he had no notice of the said arrangement, or that the said J. H. had not paid the amount to the plaintiff. Issue was taken on each plea. At the trial before the under-sheriff of Rutlandshire, the jury found for the plaintiff on the two first issues, and for the defendant on the last. It was now sought to have a verdict entered for the plaintiff on the third issue *non obstante veredicto*, on the ground that the plea was no legal denial of the plaintiff's right of action; that it was neither a good plea in accord and satisfaction, nor of payment; that there was no substituted liability, inasmuch as the parties never consented; and that here the defendant admits that he was in ignorance of the arrangement, and that he received no discharge from the plaintiff; independently of which the plea does not aver that the plaintiff accepted the liability of J. H. *Thomas* v. *Shillibeer* (1 M. & W. 124); ——— v. *Barber* (1 Lord Raymond, 450). The rule was also moved as against evidence. *Rule nisi.*

WOODWARD and ANOTHER *v.* MEREDITH.

Staying proceedings on a sci. fa. where the plaintiffs have proved their debt under the defendant's fiat.

Henderson shewed cause against this rule, which had been obtained by *Gray* (see 3 Law T. 40). The case was very fully argued on both sides, and will be reported hereafter. *Cur. adv. vult.*

BUSINESS OF THE DAY.

URQUHART *v.* HUTTON.—*Lush* moved for a rule, calling upon an attorney to shew cause why an attachment should not issue against him for not obeying a rule of Court, or why he should not deliver his bills of costs. *Rule nisi.*

Friday, May 3.

REG. *v.* The LORD MAYOR and COURT OF ALDERMEN OF LONDON, *ex parte*, WILLIAM HENRY ASHURST.

Application for a mandamus to compel the Lord Mayor and Aldermen to admit an attorney of the Courts of Westminster to practise in the Lord Mayor's Court.

Hill, Q.C. (with whom was *Pulling*), moved for a rule calling upon the Lord Mayor and Court of Aldermen of London, to shew cause why a *mandamus* should not issue, commanding them to admit Mr. W. H. Ashurst (who is an attorney of this court) to practise as an attorney of the Lord Mayor's Court. It appeared, that hitherto the number of attorneys, practising in the above Court, has been limited to four; but owing to the passing of the Attorney and Solicitors Act, 6 & 7 Vict. c. 73, Mr. Ashurst has considered himself, in common with the rest of his profession, equally entitled to the right of practising there. This right is claimed by virtue of the provision of the 27th section of the above Act, which enacts, that "every person who shall have been duly admitted an attorney of any one of the superior Courts of law at Westminster, shall be entitled upon the production of his admission therein, or an official certificate thereof, and that the same still continues in force, to be admitted as an attorney in any other of the said Courts, *or in any inferior Court of law in England and Wales, upon signing the roll of such other Court, but not otherwise; and shall thereupon be entitled to practise as an attorney therein in like manner, as if he had been sworn in and admitted an attorney of such Court,*" &c. Upon Mr. Ashurst presenting himself before the Lord Mayor with the view of being admitted, it was considered to be doubtful whether this section of the Act applied, inasmuch as the Act contains no clause of compensation to the present attorneys practising in the Court; and as there is in that Court no *roll* of attorneys. Against these objections, it was argued that the absence of any provision for compensation, could not affect a clear and unambiguous enactment; that the Municipal Corporation Act, 5 & 6 Wm. 4, c. 76, s. 119, contains a somewhat similar provision without compensation; and that the difficulty of there being no roll could easily be supplied by an application to a law stationer. The Lord Mayor thought there was so much doubt in the case, and that it was one of such importance, as to justify the taking of the opinion upon it of the Court of Queen's Bench, and he suggested therefore this application. *Rule nisi.*

Imperial Parliament.

HOUSE OF LORDS.

DEBTORS AND CREDITORS BILL.

TUESDAY, April 30.—Lord COTTENHAM, in moving the second reading of his bill for amending the relations of creditors and debtors, explained that its object was to extend the remedy which had been applied in 1838 to executions on *mesne process*, and to release debtors from imprisonment in any shape. The bill was founded upon reports, the one made in 1832, and the other in 1840, to which the names of almost every person whose position entitled his opinion to especial attention were affixed and who, although in each case dissenting upon other points, unanimously agreed in the recommendations which were embodied in the Bill. He described from these reports the utter ruin, in morals as well as estate, which imprisonment brought upon the debtor and his family, and shewed also, upon the same authority, that this evil, to which about 5,000 persons per annum were subjected, was not necessary as a protection to the commercial interest. He then entered into a review of the legislation upon the subject down to the act by which arrest upon mesne process had been abolished, exposing the inconsistency of the bankrupt and insolvent laws, and contending that imprisonment, while inflicting great and most unjust cruelty upon the debtor, had entirely failed as a safeguard to the creditor. Under the proposed bill the debtor would be compelled to give up his property for the benefit of those to whom he was indebted, and would receive as a compensating boon an immunity from imprisonment. The distinction of the law between bankruptcy and insolvency would be removed, and the punishment of fraudulent debtors would be left to the ordinary tribunals, by which the contracting debts without a prospect of paying them would be treated as a substantive offence for the consideration of a jury.—The LORD CHANCELLOR highly approved the measure, and promised it his cordial support.—LORD BROUGHAM, the DUKE OF RICHMOND, LORD DENMAN, and LORD CAMPBELL, severally expressed their approbation of the Bill, which was accordingly read a second time.

BAIL IN ERROR BILL.

THURSDAY, May 2.—Lord CAMPBELL moved the committal of this Bill, which was opposed by the Lord Chancellor, on the ground that it was directed if not intentionally, at all events most effectually, to apply to the proceedings now going on in the courts of law in the sister kingdom. He, therefore, moved as an amendment that the Bill be committed that day six months.—Lord BROUGHAM also opposed the Bill on the same ground.—After some observations from Lord Cottenham, the Earl of Wicklow, and the Marquis of Clanricarde, Lord Campbell replied, and the amendment was agreed to without a division.

HOUSE OF COMMONS.

MASTERS AND SERVANTS BILL.

WEDNESDAY, May 1.—Mr. T. DUNCOMBE rose to resist the principle of the measure. Its clauses had undergone so much alteration up to the present stage, that it could hardly be said to be the same bill as that which had been read a first and second time; and he now moved that it should be committed on that day six months.—Mr. HUME agreed with Mr. T. Duncombe that this was substantially a different Bill from the Bill which had been introduced under the same name.—Sir J. GRAHAM assured the House that the object of his earnest desire was the real welfare of the working classes, and that it was for the sake of their interest alone that he had given, in a limited extent, his sanction to it. By the existing law, a single magistrate might, on the master's complaint, cause the servant to be apprehended by warrant, and imprisoned during three months, for any one of very many small offences; while the servant had no such reciprocal remedy against the master. He had thought it, therefore, desirable to have a Bill which should redress the balance; and the present Bill gave a power to the magistrate of making an order for wages upon the master, commuted the warrant into a summons, and reduced the imprisonment from three months to two. The only new enactment now proposed as *against* the labourer was the extension of the remedy to job and piece work. On this point he had not definitely made up his mind, and he thought it a very fair subject for debate.—Mr. MILES, one of the authors of the Bill as originally introduced, professed himself a little puzzled, after what he had heard, to know whether the present Bill was really his or not; but he believed that as it was now shaped, it did not *materially* differ from what he had proposed. He begged the House to observe what was the existing law, and what this Bill proposed to make the law, and then pronounce whether this Bill was not a great improvement upon the law as it existed. He should gladly see the measure improved in a committee of the whole House, but he wholly objected to a committee above stairs.—Mr. BERNAL thought that this ought to have been entirely a Government measure, and that every clause of it ought to have been maturely considered by the law officers. The present juncture, when the public mind was so much agitated upon the factory question, was no time to introduce a law affecting all the operatives in England.—Mr. B. ESCOTT argued, that the badness of the existing law, though a very good reason for repealing that law, formed no reason at all for introducing the new code comprehended in this extensive Bill.—Sir G. STRICKLAND opposed the Bill as a measure of tyranny and oppression against the working men. It was for the servants, not for the masters, that the law's interposition was wanted; the natural odds were fearfully great against the servants.

On the division, the numbers were—

Mr. T. DUNCOMBE's motion ..	97
Against it	54
Majority against Ministers	43

The other orders of the day were then disposed of.

THE COURT OF BANKRUPTCY.

TUESDAY, April 29th.—Mr. R. SCOTT asked whether it was intended to appoint a taxing officer to the Court of Bankruptcy?—SIR J. GRAHAM said it was the intention of his noble and learned friend on the woolsack to introduce a clause in a Bill now before the other house to enable the Lord Chancellor to appoint a taxing officer.

THE REPRESENTATION OF WOODSTOCK.—We state from authority that the following are the correct circumstances of Mr. Thesiger's connection with the borough of Woodstock:—Upon the accession of the present Duke of Marlborough to the title in 1840, his grace, unsolicited, and of his own free will, tendered to the honourable gentleman his interest in the borough, with a promise of undisturbed possession until the Marquis of Blandford should attain his majority. The Marquis of Blandford came of age some eleven months ago, notwithstanding which Mr. Thesiger has never been called upon to fulfil his engagement. A vacancy occurring, by reason of the honourable gentleman's appointment to the office of Solicitor-General, the Marquis of Blandford naturally offers himself to fill the vacant seat; and such proceedings, therefore, ought neither to have been unexpected by, nor a surprise or disappointment to, her Majesty's Government, or the honourable gentleman himself.—*Standard.*

THE MAGISTRATE.

Summary.

No matter of special interest claims notice at present.

Reports of Magistrates' Cases.

By ADAM BITTLESTONE, Esq. of the Inner Temple, and J. C. SYMONS, Esq. of the Middle Temple, Barristers-at-Law.

QUEEN'S BENCH.—EASTER TERM, 1844.

Wednesday, May 1.

REG. *v.* WIGGENHALL ST. GERMAINS.

Where commissioners under a local Act make a road within a reasonable distance of a river, along the bank of which it is to run, the parishes in which it lies are not exempted from repairing it, because it deviates from the exact line directed, the termini being the same; and whether it follow the line or not, where the road is completed, and has been dedicated to, and used by the public, they are compellable to repair it.

INDICTMENT against the inhabitants of parish of Wiggenhall St. Germains, for not repairing a high-way, situate in Bedford Level in the county of Norfolk. On the trial, the verdict was found for the Crown, subject to a special case, by which the following facts appeared:—

The road is part of a line of road originally formed by certain commissioners for drainage, acting in the execution of certain local Acts of Parliament—35 Geo. 3, c. 77, and [illegible].

In 1822, the commissioners, [illegible] in

pursuance of the provisions of the Acts, formed and made a line of road which runs partly through the said parish. It did not exceed the breadth of thirty feet, and commenced at the south-west end of a certain dam; *but it was not formed along the west side of the river bank, to the said road leading to Bentley's, and from thence to the said turnpike* (as directed by the Acts): nor had any such line of road been set out; but the said line was made by the said commissioners *in a straight line from the south-west end of the said dam to the said turnpike, in such a direction* that it was in one part eighty-eight yards, and in another ninety-six, from the west side of the said river bank. It has been constantly used by the occupiers of two houses, from which it is the only road to St. Germains, and also by other people occasionally. It has been repaired by the parish at an expense of 20s. to 30s. down to 1835, since when they have refused to repair it.

Platt, Q. C. (with whom was *O'Malley*), for the Crown.—It is a question of law, whether the road should go along the bank or not, and whether the Act is sufficiently observed. The case for the defendants is, that we should have gone along the arc instead of the chord. But the road made is, in substance, the road contemplated by the Act of 59 Geo. 3, c. 79, which is to run from the south-west end of the upper dam named in the Act, along the west side of the river in a southerly direction, to a road running from a house called Bentley's, and thence to the turnpike-road leading from King's Lynn to Wisbeach. The road was not meant to go literally according to the Act. In effect, it does so. The commissioners took the most convenient route between the termini as nearly in a straight line as consistent with the Acts. It was opened to the public in 1822, and has remained so and been used by the occupiers of two houses and other persons ever since. This case is distinguishable from those of *Rex* v. *Edge Lane* (4 Ad. & Ell. 723), *Rex* v. *Cumberworth* (3 Barn. & Ad. 113), and *Rex* v. *Cumberworth* (4 Ad. & Ell. 731), because there the roads in question had never been completed; and, on that ground, the parishes were exempted from liability to repair them. In this case the road is completed to the full intent of the commissioners; and it has been dedicated by the owners to the public, and accepted and adopted by them. This would suffice if the road were wholly different to that directed to be made by the Act. The Act 35 Geo. 3, s. 21, enacts that the commissioners "shall make, erect, and *support*" certain bridges, sluices, gates, &c.; but different language is used as to the repair of the roads and the bridges. After stating it shall be lawful to make, set out, and repair a road, &c. the 39th section expressly enacts that the bridge when built is not to be assessed to the county rate; intending to save it from the portion of the repairs to which it would otherwise be liable in respect of the bridge.

A parish, by its own act, may be made liable to repair a road, even when given up by an individual; still more so when formed for the public by the express Act of the Legislature. The inhabitants have repaired this bridge for thirteen years after its formation, and this must be referred to their persuasion that it was a highway. The road is the road directed by the Act, and if it is not, the parish have made it so by their adoption.

Kelly, Q. C. (with whom was *N. Palmer*), contrà, contended that the Court were precluded from considering whether the Act was fulfilled by the finding of the jury, as stated in the case. The 59 Geo. 3 must govern this case. There are no materials for the decision of the Court, which must be guided by the evidence of the facts. It is found by the jury that the road was not that which the Act directed. It should have been made along the west bank of the river, and it was not to exceed thirty feet in width. These were facts for the jury. It was made in a straight line from the south-west side of the dam to the turnpike-road, so as not to meet or join any part of the road from Bentley's house to the turnpike-road, except where they both fall into the latter. [PATTESON, J.—The termini are the same.] It is not contended that that suffices. They have not made the entire road, which is a condition precedent to the liability to repair, and thus the case falls within the cases cited for the Crown. The consideration which induced the landowners to consent to the road through their lands is entire and not divisible. (*Rex* v. *Cumberworth*, 3 Barn. & Adol. 112, per Littledale, J.) There is no security for the continuance of this road. The land may belong to an infant or a lunatic. There may be an outstanding term; and the reversioner, not being bound by the Act, may stop the road. There must be not only acceptance on one side, but dedication by a known owner on the other. (*R.* v. *Edmonton*, 1 Moo. & Rob. 24.) This road has no legal existence. The repairs by the parish may have been done to serve a temporary purpose, or to employ the poor.

Platt, in reply.—The parish might have come into court and enforced the making of the road properly; instead of which they repair it for 13 years, and thus adopt it. The extent of its utility and the amount of the repairs are immaterial.

Lord DENMAN, C. J.—I cannot help observing that this case comes before us in a very inconvenient mode. There are three inconsistent Acts of Parliament and maps which decide the case for us. I do not know that we should give an opinion whether the road is completed or not according to the Act. Be this as it may, there are other facts which make the parish liable to repair this road. In this case, that which the commissioners intended to do has been done; nothing is left incomplete. It does not appear that the parish ever applied to have any other line made, or objected to that which the commissioners had adopted. Parishes are ready enough to cast off burthens, when not bound to bear them; but here, well knowing the facts, they acquiesced in what was done, and actually repaired the road during a period of upwards of 13 years. The owners of the land received compensation for it, and also acquiesced in the use made of the road. This, I think, is sufficient evidence of dedication; for we have no right to infer that they are infants or lunatics, and they cannot be deemed to have been ignorant of what was going on. They could not complain that there was no dedication. The commissioners appear to have done what was best for the public. There was acquiescence and dedication by the owners, and adoption by the parish. This, I think, clearly suffices and that the parish must repair the road.

PATTESON, J.—It seems to me that we are precluded from determining whether the Parliamentary line has been pursued. I am inclined, however, to think it has; but that is not the question. In all the cases referred to, the road had not been wholly made; here it has. I do not wish to see the principle of those cases extended. The termini *a quo* and *ad quem* have been observed. All persons, except in Bentley's house, may pass along it as it was intended they should. The parish appears to have uniformly repaired the road; and although the repairs may not have exceeded 30s. the amount is not material. There is evidence of a dedication by the owners, and acceptance by the parish.

WILLIAMS, J. concurred.

COLERIDGE, J.—I am entirely of the same opinion as to the first point, but I doubt whether we are bound at all by the statement of a case so confused, and having reference to so many maps. I think the Act must receive a liberal construction; and that the road need not keep close by the side of the bank of the river and follow all its windings and turnings. It did keep on the prescribed side of the river, and within a reasonable distance of it. If a jury had found it had thus fulfilled the requirements of the Act, no court would have disturbed their verdict. The cases cited do not apply to a road which is complete. But our decision may be safely rested on the dedication, and on the admission by the parish, by whom this road was for a series of years adopted. Is there not ample evidence also, both by length of time, and by the compensation accepted by the owners, to rebut the presumption that there existed any disability of the owners to dedicate the land, which has been suggested as possible? We think, therefore, that the verdict ought to stand.

Judgment for the Crown.

REG. v. ST. OLAVE'S, SOUTHWARK.

Settlement by payment of rates—Insufficiency of statement of payment of rates—Certiorari need not precisely describe the order.

Upon appeal, founded on a subsequent settlement, against an order of removal of James Walker, a pauper, from St. Olave's, Southwark, to St. Mary Magdalen, Bermondsey, the Court of Quarter Session for the county of Surrey quashed the order, subject to a case as to the sufficiency of the statement of the grounds of appeal, of which the following is the material part:—

"James Walker, in or about the month of May 1821, became tenant of a house situate in Fore-street, in the parish of St. Clements, in the town or Borough of Ipswich, in the county of Suffolk, and hired the same of a Mr. Garrard, at the yearly rent of 15*l.* and occupied and resided therein for upwards of seven months, and paid one or more of the parochial rates or taxes in respect of the said house, so situate in Fore-street, in the said parish of St. Clements."

Wallinger, for the respondents, contended, first, that the *certiorari* had improperly described the record as an order made on appeal by inhabitants against inhabitants, whilst the return states the order to be founded on an appeal by the "churchwardens and overseers" of the parish of, &c. Inhabitants cannot appeal. The parish officers are the proper parties to do so. (*R.* v. *Colbeck*, 12 Ad. & Ell. 161.) Where the *certiorari* improperly describes the document to be removed, it may be quashed. (*R.* v *Plint*, 2 Lord Raym. 820.)

Montague Chambers (with whom was *Corner*), for the appellants.—It is too late to object to the *certiorari* when the case comes on to be heard. (*R.* v. *Fordham*, Law Journ. 1829.)

By the COURT.—It is the invariable practice, and it cannot be called a variance so to describe the order.

Wallinger, in support of the order. It is sufficiently stated that the pauper paid the rates; for where it does not appear that another person paid the rates, the presumption is, that the tenant paid them. It is not necessary that the party's name should be on the rate. (2 Salk. 478.) In *R.* v. *Edgebaston*, 6 Term Rep. 540, it distinctly appeared that another person was rated.

COLERIDGE, J.—How does it appear here that any rates were paid whilst the tenant was in occupation? *Order quashed.*

M. Chambers and *Corner*, for the appellants, were not called upon.

Thursday, May 2.

REG. v. JUSTICES OF GLOUCESTERSHIRE, *re* NEWTON.

Certiorari.—The Court of Queen's Bench will remove an indictment after it has been quashed by an order of quarter sessions.

Greaves shewed cause against a *certiorari* obtained by *Augustus Newton*, who had preferred an indictment at the Gloucestershire sessions, against certain parties for forcible entry, riot, and assault. It came on for trial at the last sessions. The *certiorari* was to remove the indictment, and all the proceedings thereon. *Greaves* contended that whatever the sessions had done, right or wrong, amounted to a judgment, and, at this stage of the proceedings, could only be removed by writ of error, and not by *certiorari*. (2 Haw. P. C. c. 27, s. 31; Croke Jac. 101; *Lang's* case, Cro Eliz. 539; *R.* v. *Jackson*, 6 T. R. 145; *R.* v. *Pennygood*, 1 Barn. & Cr. 142.)

The sessions have power to quash an indictment. (*R.* v. *Norton*, 8 Car. & P.; *Rookwood's* case, 4 State Trial, 673; *Frith's* case, 1 Leach, 10; *R.* v. *Wheaton*, 2 Bur. 1,125; *R.* v. *Young*, 3 T. R. 106.)

The sessions had full authority to quash the indictment in this particular case, there being several defendants charged in different counts. In the first, eleven defendants; and in the other counts, a smaller number of the same defendants. (*Rex* v. *Kingston*, 8 East, 41.)

Keating appeared for the justices, to express their concurrence in whatever the Court might decide. Their chairman had been served by Mr. Newton in person with the rule *nisi*, in full court of quarter sessions, as Mr. Newton stated, at the special suggestion of the Lord Chief Justice.

Newton contended against the power of the justices to quash an indictment. He stated the object of his bringing up the indictment to be, that if it was brought before their lordships and appeared to have been quashed by an order which was itself a nullity; it might be sent down for trial as a good indictment. He cited *R.* v. *Hampshire* (9 Dowl. 171); *Reg* v. *Taylor* (9 Dowl. 600); *Reg.* v. *West Riding* (5 Term Rep. 629).

Lord DENMAN, C. J.—It seems to the Court that the rule should be made absolute. If there is a regular judgment to quash the indictment, then the prosecutor has a right to bring his writ of error on that judgment. If it is only an order made by the quarter sessions, we ought to see what it is.

Rule absolute.

The following buildings have been duly registered for the solemnization of marriages, pursuant to the Act of the 6 & 7 Wm. 4, c. 85:—The Congregational Church, situated in John-street, in the parish of Royston, in the county of Hertford, and in the district of Royston and Buntingford. The Independent Chapel, situated in the parish of Spalding, in the county of Lincoln, in the district of the Spalding union. The Baptist Chapel, situated at Crockerton, in the parish of Sutton Veny, in the county of Wilts, in the district of the Warminster union.

THE LAWYER.

Summary.

By aid of the Supplement we are enabled to present to our readers an extraordinary mass of Reports, such as was never before given to the Profession at the same price. Many of the cases are extremely interesting, and will reward attentive perusal. It is said that the Northern Circuit is about to be divided, the business being more than the judges can accomplish. Yorkshire is to be added to the Midland Circuit. This change will occasion great perplexity at the Bar, but it is inevitable.

It is not yet known who is to be the new Commissioner of Bankrupts. Mr. Commissioner Goulburn will probably be removed from Exeter to London: the country vacancy will not improbably be filled by Sir David Pollock, the present Commissioner of the Insolvent Court, whose office is to be abolished by the pending measure relating to the Law of Debtor and Creditor. We are glad to learn that the health of the Attorney-General is improving.

Since the above was written, we have received the report of the very important motion made on Friday in the Bail Court, in the case of *Reg.* v. *The Lord Mayor*, in which the question is raised whether, by the Attorneys Act, the Mayor's Court and the Palace Court, at present closed against the Profession generally, are not thro n open to all Attorneys. It will be seen that a rule *nisi* has been granted, and the argument appeared to be entirely with the movers. We shall watch and report the progress of this most important case with the attention it deserves.

LEGAL INTELLIGENCE.

NEW ORDER IN LUNACY.

A new order of the Lord Chancellor has just been issued of considerable importance to the legal profession and to the committees and receiver of lunatics' estates. It proceeds to state that, "Whereas it is important to enforce the passing of the accounts of the committees and receivers of lunatics' estates, and the payment of the balances due thereon, and, whereas the estates of lunatics may be placed in jeopardy by reason of the sureties for the committees and receivers dying, or being declared bankrupt or insolvent; it is ordered that the Commissioners in Lunacy shall, jointly or severally, from time to time, fix the times within which all committees and receivers in the matters in their offices, shall annually or at such longer or shorter periods as may to such commissioners or commissioner seem proper, procure their accounts to be delivered into the commissioners' office; and that all committees and receivers shall, after their accounts shall have been delivered into the commissioners' office, procure them to be proceeded on, examined, and settled, at or within such times as the commissioners may jointly or severally, from time to time, direct; and that the commissioners shall, jointly or severally, also fix the times within which such committees and receivers shall pay the balances which shall appear due on passing such accounts, or such parts thereof as the commissioners, jointly or severally, shall certify to be proper to be paid by such committees and receiver, and also, when it shall to such commissioners or commissioner seem proper, the time within which such committees and receivers shall cause to be laid out such balances, and any sum of dividends or cash at the Bank, to which the lunatic respectively may be then entitled; and that with respect to such committees and receivers as shall make default in any of the matters aforesaid, that the commissioners shall jointly or severally, from time to time, if good cause be not shewn to such commissioners or commissioner to the contrary, not only disallow the salaries (if any) claimed by such committee or receivers, or their representatives, but also charge them with interest, after the rate of five per cent. per annum upon any balance, dividends or cash, during the time the same respectively shall appear to have improperly remained in hand or uninvested, as the case may be. And that any committee and receiver in any matter in lunacy shall, on each occasion of passing his accounts, or at such other times as the commissioners may jointly or severally appoint in that behalf, satisfy the commissioners or commissioner, by affidavit or otherwise, that the sureties of such committee or receiver are living, and have not been declared bankrupt or insolvent; and, if it shall appear to the commissioners or commissioner that any surety of such committee or receiver is not living, or has been declared bankrupt or insolvent, then that such commissioners shall jointly or severally, fix the time within which such committee or receiver shall enter into fresh security as committee or receiver of the estate of such lunatic; and that in default of his doing so, the commissioners shall jointly or severally (without special order), inquire and report who is or are the most fit and proper person or persons to be appointed committee or committees, or receiver of the estate of such lunatic, in the place of such committee or receiver so making default. And that in case any committee or receiver shall at any time make default in any of the matters aforesaid, the commissioners or commissioner, when it shall to them or him seem proper, shall certify the same accordingly. "LYNDHURST."

POST-OFFICE NOTICES.

"The next mails for Malta, Greece, the Ionian Islands, Egypt, and India *viâ* Southampton, will be despatched from hence on the morning of the 1st of May.

"*Oriental* for the India, &c. mails on the morning of the 1st of May.

The next mails for India, &c. *viâ* Marseilles will be despatched from hence on the 4th of May.

"*Severn* for the West India mails of the 2nd of May.

"*Britannia* for the American mails of the 3rd of May.

"The *Meg Merrilies* for the Sydney, New South Wales, mails of the 30th instant."

London District Post-office Notice.—On Saturday last, the 27th ult. the following notice was issued by all the district Post-offices in the metropolis:—"London District Post-office, May 1st, on and from this day, there will be ten deliveries of letters in London daily, and the despatches will be made from this office at the following times;—8, 10, and 12 in the forenoon, and at 1, 2, 3, 4, 5, 6, and 8 in the afternoon. By this alteration, letters for the country districts posted before 3 o'clock will be delivered the same evening, and those posted before 5, will be delivered within a circle of six miles from the General Post-office the same night. Letters for the last delivery must be posted before 6 o'clock, and this delivery includes all places within a circle of three miles from the General Post-office. N.B. Letters for the first delivery in the morning must be posted before 8 o'clock the previous night."

COURT OF QUEEN'S BENCH.

EASTER TERM—SEVENTH VICTORIA.

April 30.—The Court will, on Thursday and Friday, the 9th and 10th days of May next, hold sittings, and will proceed in disposing of the business now pending in the special paper and new trial paper, and in giving judgment in cases previously argued.

By the Court.

The Lord Chancellor has appointed Henry Bunny, of Newbury, in the county of Berks, gent., to be a Master Extraordinary in the High Court of Chancery.

Gray's-Inn, May 1.—The undernamed gentlemen were this day called to the degree of barrister-at-law, by the Hon. Society of Gray's-inn:—viz. Mr. William St. James Wheelhouse, Mr. Henry Willis, Mr. Aldborough Henniker, Mr. Edward Bennett, and Mr. Samuel Dare.

Lincoln's-Inn.—Thomas Pain, jun. of Chapel-stairs, esq. second son of Thomas Pain, of Dover, Registrar of the Cinque Ports, has been called to the bar by the Hon. Society of Lincoln's-inn.

The Attorney General.—We are exceedingly happy to hear that Sir William Follett is daily improving in health and strength. Acting, however, under the wishes of his professional adviser, the hon. and learned gentleman has not resumed his professional duties since his appointment to the office of Attorney-General; and it is not expected he will come down to Westminster-hall during the present term.—*Standard.*

The Northern Circuit.—Mr. Justice Coltman and Mr. Baron Rolfe, on their return from the Northern Circuit, which commenced on the 17th of February, and did not terminate until the 13th ult. immediately informed the Secretary for the Home Department that it was impossible for any human exertions to do justice to her Majesty's subjects on such an extensive circuit; and that, although they had sat early and rose up late, they had been obliged to leave causes untried at Durham, at York, and at Liverpool. To remedy this great evil, we understand that the Government propose to have recourse to the injudicious expedient of adding the county of York to the Midland Circuit—a measure more manifestly unjust it is impossible to imagine. The bar of the Northern Circuit have a claim in the nature of a vested interest in the district through which their labours have extended; and the fairest way to them, and the most satisfactory to the public, would be (as the barristers, silk and stuff, are sufficiently numerous) to make a division of the present circuit between them into two circuits. There would then be an average of 150 causes on each circuit, which to the bars thus formed on the new circuits would bring a profit nearly equal in amount to that which each barrister in business now receives; and in general, each of the circuits would have a greater number of causes than falls to the lot of any other circuit.—*Times.*

Self-Transportation.—In the Royal Court, Guernsey, on Saturday last, James Cohu, aged 19, of the Câtel, and Henry Dufour, aged 18, of the Forest Parish, were charged with having at various times feloniously entered the premises of Mrs. Caroline De Lancey, at the Grange, and stolen therefrom sums of money to the amount of 15*l.*; also a dozen of wine, as also 3s. from a dresser in the kitchen, belonging to Jane Macgregor, Mrs. De Lancey's servant. Advocates Utermarck and Falla severally stated that the prisoners were not desirous of making any defence, "but were willing to leave their country (*i. e.* Guernsey) for such period as the Court might think fit to order, as had been done in several previous instances." The Queen's Procureur said, that as the only proof against the prisoners was derived from Cohu's confession, which was made under a promise given by Mrs. de Lancey that he should be admitted Queen's evidence, and, considering that they were both young men against whom no complaint had been previously brought, he recommended that the Court should order Cohu to leave the island for six years and Dufour for four years. The Court, considering the above circumstances, and considering also that if the prisoners had been tried and convicted, their "punishment" would not have exceeded that which they "asked for," ordered Cohu to quit the island for five years and Dufour for four years. The two young men left gaol for Southampton, to try their luck in the convict settlement of England.

Public Debt.—An account of all additions which have been made to the annual charge of the public debt, by the interest of any loan that has been made, or annuities created, in the last ten years, has just been presented to Parliament, pursuant to the Act 27 George III. cap. 13. The following are some of the particulars of which this account puts us in possession. In the year 1834, an addition was made to the annual charge of 123,644*l.*, in respect of 4,080,000*l.*, 3 per cent Reduced Annuities; in 1835, the addition to the annual charge altogether amounted to 618,361*l.* chiefly owing to the raising of 15,000,000*l.* for the compensation to slave-owners; in 1836 the addition made to the annual charge was altogether about 157,024*l.*, in 1837 it was altogether about 51,600*l.*; in 1838 it was only 19,642*l.*; in 1839, the addition to the annual charge amounted to 180,461*l.*; in 1840 to about 16,562*l.* only; in the year 1841 it amounted altogether to 210,576*l.*; in 1842 to 36,092*l.*; and in the year 1843 the whole amount of the annual addition in question was only about 1,350*l.*

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To Readers and Correspondents.

A SUBSCRIBER.—*The point is curious, but we have no space just now for discussions of this nature.*

The report of the case at Durham is interesting in itself; but we can only insert authorities.

We have not space at present to devote to the subject of the inconvenience of the present Law courts, but we share our correspondent's views.

A CLERK *can wait until it is ascertained whether the society will undertake this work.*

W. W. A.—*The Law List does not enable us to trace a change of residence.*

H. T. LUCAS.—*We have made inquiries, but cannot give him the information he asks.*

J. M.—*The error was accidental, probably in the copy. We have but a limited space for such information.*

THE DEFAULTERS.

We find that the name of J. Worsley, Newport, which appeared in this list, is that of a gentleman of high respectability, who had quitted Newport for Ryde, and joined Mr. Butt there, consequently the applications had not reached him. In his new abode he has been a regular subscriber, and we were not aware of the identity.

THE LAW TIMES.

SATURDAY, MAY 4, 1844.

TO SUBSCRIBERS.

THE subscriptions for the current volume are now due, and should be paid in the course of a few days, to entitle the Subscribers to the advantages of *pre*-payment.

The volumes for binding may be sent by post, in parcels open at the end, accompanied with a letter, stating how they may be identified, and how the bound volume is to be returned. For prices, and further particulars, see the notice above.

LAW TIMES EDITION OF IMPORTANT STATUTES.

THE next statute in this series will be the County Courts Act, which will be edited by the gentleman, whose competency will be admitted when we state that he is the author of the very useful series of papers that have appeared in the LAW TIMES under the title of "*Practical Notes on Statutes.*"

It will be uniform in shape with the Registration Act of the last session, and copiously noted and indexed.

The Ecclesiastical Courts and the Debtors and Creditors Bills will form a portion of the series, should they become laws.

TO READERS.

A SUPPLEMENT with the present number enables us to bring up a considerable portion of the heavy arrears which have been accumulating for some weeks.

We have to announce a new, and we hope valuable, feature in the LAW TIMES. It is the publication of a complete series of reports of Magistrates' and Crown Cases, by J. C. SYMONS, Esq. the author of the very excellent treatise on the Law of Settlement, which graced the columns of our last volume, and A. BITTLESTONE, Esq. These reports will be subsequently reprinted in small size, at a very trifling price, for convenience of the practitioner who may require to use them in courts of law, and at magistrates' and parochial meetings.

Arrangements have also been made for the publication of a series of lectures on *Medical Jurisprudence*, by an eminent Professor, who has made the subject the study of his life, and who has kindly promised to revise them for the press.

THE LAW REFORMS OF THE SESSION.

IF the passing session is to be barren of aught beside, it is to be fruitful of measures dignified with the title of Law Reform.

First comes the County Courts Bill, a maze of contradictions, absurdities, and make-shifts, creating a mass of needless patronage; burdening the country with countless salaries; clumsily accomplishing its professed object of bringing justice home to every man's door; making a new machinery, while that existing in the Quarter Sessions, at half the cost and with vastly less difficulty, might have been reformed so as to do all that the County Courts are to effect, and much that is desirable which they cannot compass; as full of blunders in the framing as the design is defective; a change without improvement, unsettling every thing and settling nothing. Among the anomalies of this wretched measure is this startling fact, that it actually establishes imprisonment for debt—for trifling debts, estimating a man's liberty at about a shilling a day at the very moment that the Legislature is engaged in passing another measure having for its object the entire abolition of imprisonment for debt! This is but one specimen of the blunders of this Bill.

And its compensations are frightful! It is impossible to calculate what the country will have to pay to officials whose present small duties will no longer be required of them.

Next, we have the Ecclesiastical Courts Bill, a measure of which its authors may well be ashamed. By this the machinery of a court is set up, with largely paid judges and the attendant train of officers, for the purpose of disposing of causes which may possibly amount to an average of two in a year for each court. The objection raised against these courts was to the entire principle upon which they were founded, as being altogether opposed to the rule of religious liberty which forms the basis of modern legislation. Men protested against an ecclesiastical authority over civil matters; and how is the demand for reform met? By reconstructing and confirming the obnoxious tribunals, by creating more officers, more salaries, more power, more places, more patronage, adding compensations and consequent burdens upon the people, without effecting one solitary object for which interference was demanded by the country and recommended by the profession!

Other changes were hinted as designed by Ministers, but none of them have made their appearance, though much needed. Such were the amendment of the Law of Settlement, and the establishment of a Court of Appeal in criminal cases.

An early Bill was actually promised on the subject of Charitable Trusts. It is still *in nubibus*, and the measure for regulating the fees of justices' clerks, clerks of the peace, and clerks of the assize, long ago announced by the Government, has not yet seen the light.

In the House of Lords there has been a better promise and more performance. All the Law Lords, except him whose special duty it is, have been busily engaged in various departments, but with unequal results. Lord Brougham's Privy Council Bill has found little favour within, and still less without, the walls of Parliament; for it savoured strongly of jobbing; and though it contains some useful amendments of the law of divorce, it thrusts in these as a sort of screen to hide the main object—the creation of a new judgeship, with a large salary and still larger honours. It may be safely predicted that this Bill will not pass the ordeal of the Legislature.

Lord Cottenham has been more fortunate. His admirable measure for consolidating and amending the Law of Debtor and Creditor has the good fortune to please all parties, and to be passing with the solitary objection—hostility we cannot call it—of Lord Brougham, who desires to substitute for it some bantling of his own. The grand features of this great measure are, the abolition of imprisonment for debt, the facilitating of process against property, the better punishment of fraudulent debtors, and the merger of the law and jurisdiction of insolvency in that of bankruptcy; so that the absurd distinction hitherto preserved between traders and others will cease to exist.

Lord Campbell has been the parent of three measures, all commendable, but the present success of all of which is doubtful. First, he proposes a Bill for facilitating the transfer of real property, which appears to have been judiciously framed and is calculated to be of considerable benefit: next, he has a prospective proposition for suspending the judgment in misdemeanour, upon proper security given, pending a writ of error. Lastly, he introduces an extremely useful Bill to facilitate the recovery of debts from persons resident abroad; and since the necessity for some Legislative interference has become daily more and more apparent, as intercourse with other countries has been rendered more easy, it is to be hoped this measure will meet with no impediment in its progress.

There are other minor schemes floating about, some adventured by the Government, some by individual legislators, but not important enough to need distinct notice in our restricted space. We have named enough to indicate the direction of the law reforms of the session and their general characteristics, and to prepare our readers for changes which will seriously affect their professional prospects, either for good or evil. So many are they, that the practitioner will have much to learn, and still more to unlearn—the last being his most difficult lesson.

LORD ABINGER'S SEAT.

IT seems rather strange that it should have escaped all the honourable and learned members, and especially the Speaker, that in either view the son, or reputed son, of a peer ought immediately on the death of his father to be excluded from the House of Commons. If he was really the legitimate son of the deceased he becomes a peer *instanter*; if he was not, he was sitting in the Commons under a false qualification, and has no right to complain of the consequence of his own wrong, and his constituents have a right to re-try him under his new character.

The fact is, that the delay of the writ is often very convenient for purposes of political jobbing, and therefore excuses are framed for that which is utterly indefensible.

We believe Mr. Estcourt to be wrong as to his notion of the law of the Lords. They only investigate a descent when the matter is referred to them by the Crown; except in the case of certain Irish peerages, which, by the Act of Union, must be specially proved.

THE VERULAM SOCIETY.

IT will be unnecessary for persons joining this Society to do more at present than pay the entrance-fee subscription towards the preliminary expenses. The annual subscriptions will not be required until its operations have commenced. In the meanwhile, may we ask those who feel

interested in its success to use their influence to procure accessions to the list of members. Only the necessary number is now needed to secure its success; and, with such a list as is already registered, it would be hard indeed if this addition cannot be made, and within a few weeks.

By way of doing something, we propose to begin forthwith with Symon's and Bittlestone's Reports of Magistrates' and Crown Cases—forming No. 1 in the list of publications. A correspondent suggests that we print these, with an annual digest of all the cases in all the courts, in book size, in parts, which might be transmitted through the post by means of the LAW TIMES' stamps. The plan appears practicable enough; but would it be approved by the members? The cost to them would be from 12s. to 15s. per annum for the Reports and Digest; being considerably less than one-half the present cost of similar information. Should the plan please, it may readily be extended.

ADVERTISING ATTORNEYS.

Ecce iterum Crispinus!

(From the *Sheffield Iris.*)

Mr. FOOTTIT, Solicitor, Market-street, Sheffield; and at Mr. Asquith's, Fleece Inn, Shambles-street, Barnsley, on Wednesday, from Ten till Four o'clock. House, Grove-row, Hill-foot, near Sheffield.

NECROLOGY.

MR. COMMISSIONER MERIVALE.

It has been already announced that the death of this learned and talented gentleman took place under very sudden and distressing circumstances on Thursday evening, April 25, at his residence, 18, Bedford-square. The melancholy event has cast a gloom over a numerous circle of distinguished members of the bar and men of literature who have enjoyed the pleasure of his companionship. The deceased gentleman had from early life associated with the profound lawyer some of the higher acquirements of a man of letters. For a considerable period he had ranked amongst the most talented contributors to the "Edinburgh Review," and in connection with Lord Chief Justice Denman (who was his early friend and associate), the Rev. Robert Bland, and the Rev. Francis Hodgson, the Provost of Eton College, he furnished the public with the well-known and excellent "Translation from the Greek Anthology." The last effort of his pen was equally valuable to his juvenile offertory at college, and is appreciated as being the purest translation from the German of Schiller. In the latter undertaking Mr. Merivale had to contend against Lord Francis Egerton and Sir Edward Lytton Bulwer for literary laurels. In the discharge of his professional and somewhat unpleasant duties at the Bankruptcy Court, Mr. Merivale won the esteem and respect of the bar, and was universally regarded for the moderation with which he discharged the extensive powers delegated to him under the provisions of the 1 & 2 Wm. 4, cap. 56. Previous to the passing of this statute, the deceased gentleman was one of the several judges in Bankruptcy, who held fourteen independent and distinct courts; and upon the new Bankruptcy Act coming into operation, in 1832, he was selected to act as one of the six commissioners, at a salary of 2,000*l.* per annum. The learned gentleman married the daughter of the Rev. Dr. Drury, head-master of Harrow School, by whom he has had eight children, and six of them are now living, viz.—four sons and two daughters. The eldest son was admitted to the Chancery bar on the 16th of November, 1832, and is Recorder of Falmouth, Helston, and Penzance. Another son is a clergyman of the Established Church, and has taken a high degree at college. By the death of the learned gentleman, a lucrative appointment is at the disposal of the present Government. At eleven o'clock on Saturday, an inquest was held by Mr. Wakley, M.P. and a respectable jury, at the Bedford Head Tavern, Tottenham-court-road, on the body of the deceased. The evidence went to prove that the deceased was in excellent health and spirits at dinner-time, and that he was seated in the dining-room reading a book, when he suddenly expired of apoplexy. Two of his daughters and Mrs. Merivale had retired to the drawing-room after dinner, and it was upon Miss Merivale going into the dining-room to request her father to join them at the tea-table, that she discovered the lifeless body of her parent, in a sitting posture, in an easy chair. The jury, after hearing the evidence of Dr. Hillier, of Gower-street, who was called in to attend the deceased, returned a verdict of "Natural Death."

SIR TIMOTHY SHELLEY, BART.

We have to announce the death of the above venerable baronet, who expired on Wednesday last at his seat in Sussex. He was son of the first baronet, and was born in 1756. In 1791 he married Miss Pinfold, daughter of Mr. Charles Pinfold, of Effingham, Surrey. On the death of his father, in 1815, he succeeded to the baronetcy. His grandson, Mr. P. Florence Shelley, inherits the family honours, being the son of Mr. Percy Bysshe Shelley, the celebrated poet, and Mary Wolstonecroft, the authoress of *Frankenstein*, who was daughter of William Godwin, the celebrated author of *Caleb Williams*. The present baronet is in his 25th year.

JOURNAL OF PROPERTY.

THE following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

The funds have assumed a heavy appearance. Consols opened at 99½ to ⅝; but soon after the commencement of business the market gave way, and the price declined to 99¼, finally closing at 99⅛ to ¼. The Three per Cents. Reduced, 98⅜ to ½; the Three-and-a-Half per Cents. Reduced, 101⅜ to ⅝; New Three-and-a-Half per Cents., 102¼ to ⅜; Bank Stock, 196½ to 7½; Indian Stock, 285; Exchequer Bills, 74s. to 76s. prem.

The principal business done in foreign bonds has been in Spanish. These bonds, from the price of 35⅞ to 36, gave way to nearly 35, the last price being 35⅛ to ⅜. The Active Bonds were not so much affected: after having been 24¼ to ⅜, they are last quoted 24⅝ to ⅞. There was no business done in the other foreign securities to occasion comment.

There was a large business done in railway shares, with a tendency to improve, especially in the leading lines. London and Birmingham, 230 to 2; New Quarter Shares, 27 to 8; New Thirds, 39 to 40; South Western, 84½ to 5½; Eighths, 3⅞ to 4⅜ prem.; London and Brighton, 44⅜ to ⅜ per share; New, 11⅝ to ½; Blackwall, 7 to ½; Greenwich, 4⅝ to ⅞; Croydon, 19 to ¼; Manchester and Leeds, 110 to 112; New, 47 to 8; Quarter Shares, 9¼ to ¾; Manchester and Birmingham, 56 to 7; Birmingham and Derby, 61 to 3; Thirds, 20 to 1; Eighths, 4 to ½; Midland Counties, 90 to 1; North Midland, 90 to 1; Edinburgh and Glasgow, 66 to 7; New, 16⅞ to ¾; Great Western, 115 to 16; Half Shares, 74 to 5; Fifths, 20⅜ to 1; South Eastern, 37⅛ to ⅝; New, 7⅛ to ⅜ prem.; Northern and Eastern, 57 to ½ per share; Eastern Counties, 13 to ¼; New Registered, 14⅞ to 15; Perpetual Five per Cents. 1 to ¼ prem.; Birmingham and Gloucester, 95 to 7: Hull and Selby, 59⅛ to 60½; Bristol and Exeter, 75 to 6; Paris and Orleans, 37 to ½; Paris and Rouen, 37 to ½; Rouen and Havre, 8½ to 9 prem.; Caledonian, 4½ per share; Chester and Holyhead, 6⅜ to 7⅛; Dublin and Cashel, 4¾; Harwich (Braithwaite), 3⅛; Newcastle and Darlington Junction, 41; North British, 2¾ to 3; Norwich and Brandon, 8¾ to ⅞.

In Joint Stock Banks—London and Westminster, 25⅜; Provincial of Ireland, 44½.

Public Sales.

By Messrs. FULLER and MARSH, at the Mart.

A plot of exceedingly rich meadow land, containing about 2a. 2r. 9p. little more or less, situate on the south-east side of Upper North-street, in the East India-road, Poplar, possessing frontages of upwards of 800 feet—645*l.*

A valuable plot of rich meadow land, containing about 2a. 0r. 25p. little more or less, also well adapted for building purposes, possessing frontages of nearly 800 feet. This property is copyhold of the manor of Stepney, and the fines are uncertain—580*l.*

The Imperial Slate Company.—Ten 10*l.* shares, 3*l.* called and paid, in the Imperial Slate Company—at 31s. per share.

The absolute reversion to a valuable freehold estate, in the heart of the city of London, being No. 5, Silver-street, Falcon-square; consisting of a brick-built house; also, the absolute reversion to a small piece of freehold ground in the rear, about 16 feet by 12, with the cellar under No. 5, and two large vaults under the adjoining gateway, on the death of a lady now in the 59th year of her age; let at 55*l.* per annum—350*l.*

The absolute reversion to one-third part or share of 1,000*l.* Three-and-a-Half per Cents. Reduced, on the death of a lady now in the 52nd year of her age—100*l.*

The absolute reversion to a freehold estate, being 4, Dorset-place, Liverpool-road, Islington, producing a net rental of 16*l.* 14s. per annum, on the death of a lady now in the 80th year of her age—145*l.*

The absolute reversion to one-fourth part or share of the sum of 2,250*l.* New Three-and-a-Half per Cents, on the death of a gentleman now in the 64th year of his age—260*l.*

A spacious brick-built residence, situate in Old Paradise-row, Islington-green, with garden in the rear, producing a rental of 45*l.* per annum—370*l.*

By Mr. CAFE and SON, at Garraway's.

A freehold estate, late the residence of Henry Heath, esq. deceased, situate at Northfleet, near Gravesend, Kent, known as Orme House, with pleasure-grounds, garden, coach-house, stabling, and out-buildings, containing in the whole 2a. 31p. subject to the payment of 2s. 6d. to the Dean and Chapter of Rochester, and 3s. 6d. on death or alienation—2,000*l.*

A freehold residence, known as Colonnade House, Holloway, with pleasure-grounds, garden, paddock, coach-house, stabling, and out-offices—3,500*l.*

A residence, No. 37, Westmoreland-place, City-road; held for 99 years from June 1804, at a ground-rent of 6*l.* 6s. per annum—235*l.*

A residence, No. 48, Gloucester-place, Portman-square, with coach-house and stable in Little York-mews; held for 61¼ years from September 1813, at a ground-rent of 25*l.* per annum—1,700*l.*

A house, No. 3, Beaumont-street, Portland-place, with coach-house and stable in the rear, held for 30 years, from Lady-day, 1814, at the yearly rent of 1s.—800*l.*

A residence, situate in England's-lane, Hampstead, with pleasure-grounds, conservatory, melon-ground, carriage drive, stabling for four horses, double coach-house, and a meadow of about three acres, held for thirty years from Lady-day, 1839, at the rent of 110*l.* per annum—845*l.*

A cottage residence, in England's-lane, Hampstead, with gardens; held on lease, which expires 1859, at a ground-rent of 10*l.* per annum—145*l.*

A policy in the Law-office, payable on the death of a gentleman in the 53rd year of his age; annual premium, 17*l.* 5s. The bonus already declared amounts to 125*l.*—245*l.*

Sixty-six 20*l.* preferred shares of the second-class in the West of London Railway Company—3*l.* 10s. per share.

By Mr. G. WISBY.

The freehold public-house and wine-vaults, the King Henry the Eighth's Head, No. 54, High-street, Lambeth—3,500*l.*

The lease of the White Hart public-house, the corner of Market-street, Oxford-market; held for seven years from Lady-day last, at 80*l.* per annum—200*l.*

A house, in Fore street, Lambeth, with boat-builders' shed and room over; also, six cottages, Nos. 1 to 6, Brothers-row; held for 56 years from Lady-day last, at 16*l.* 10s. per annum—580*l.*

By Mr. MASON.

A freehold residence, No. 14, Norfolk-square, Brighton, let at 48*l.*; also, a cottage in the rear—798*l.*

A modern detached residence, in Crown-lane, Norwood, with garden and pleasure-grounds, &c.; held for 66 years from Christmas last, at 30*l.* per annum, free from land-tax—1,533*l.*

A house, No. 18, Nelson-street, City-road; held for 32 years, at 6*l.* per annum—173*l.* 5s.

A house, No. 6, Phillip's-buildings, Somers' town, held for 37½ years from Lady-day last, at 3*l.* 10s. per annum—168*l.*

By Messrs. WINSTANLEY, at the Mart.

A freehold house, No. 13, Drury-court, let at 25*l.*; land-tax 1*l.* 3s. 4d. per annum—380*l.*

A ditto, No. 14—345*l.* A ditto, No. 15—400*l.* A ditto, No. 16—390*l.* A ditto, No. 17—400*l.*

Two freehold cottages, in Garrett-lane, Wandsworth—260*l.*

Two ditto—275*l.* Two ditto—285*l.* Three ditto—305*l.*

A single tenement—120*l.*

Four copyhold tenements, at Merton, Surrey, near the White Hart—400*l.*

A plot of arable land, containing 2a. 2r. 8p. in the lane between Merton and Cannon's-hill—120*l.*

By Mr. YOUNGER and SON, at Garraway's.

A freehold public-house and four messuages contiguous to her Majesty's dockyard, Deptford—670*l.*

By Mr. SINGLE.

A house and shop, No. 79, Chalton-street, Somers'-town; held for 91 years from 1792, at 3*l.* 12s. per annum; let on lease at 40*l.* per annum—550*l.*

A house, No. 71, High-street, Camden-town; held for 91 years, from Lady-day, 1841, at a ground-rent of 40*l.* per annum—200*l.*

A house, No. 12, Hawley-road, Hampstead-road; held for 94½ years from June, 1841, at a ground-rent of 5*l.* per annum—510*l.*

A ditto, No. 10—510*l.*

Three houses in Ferdinand-place, Hampstead-road, one let at a ground-rent of 4*l.* 4s. per annum, the other two at 20*l.* each; held for 94½ years from June 1841, at 5*l.*—230*l.*

A house and shop, No. 58½, Gracechurch-street; held for 21 years from January, 1841, at a rent of 100*l.* per annum—50*l.*

Two houses, Nos. 19 and 20 Victoria-street, Homerton. A lease will be granted for 80 years, at a ground-rent of 40*l.* per annum—170*l.*

Five freehold houses, Nos. 9 to 13 inclusive, Wade's-place, Hackney-road—2,750*l.*

Seven freehold houses, Nos. 1 to 3, Cotton-gardens, and Nos. 1 to 4, Old-court, in the rear of the preceding lot—720*l.*

A piece of freehold ground, together with the tenements erected thereon, in the Old Kent-road—310*l.*

By Messrs. HUMBER and SANDERS.

The lease of the public-house and wine vaults the Beckford's Head, Old-street, St. Luke's; held for 14 years from September last, at 52*l.* 16s. 8d. per annum—130*l.*

By Mr. F. CHINNOCK, at the Mart.

A residence, No. 9, Kent-terrace, Regent's Park, let at 105*l.* per annum; held for 93 years from Lady-day 1824, at a ground-rent of 92*l.* per annum—965*l.*

A house, No. 10, New Church-street, St. Marylebone; held for 93 years from Christmas 1829, at 10*l.* per annum—555*l.*

A ditto, No. 9, held for the same term, at 9*l.* per annum—675*l.*

A ditto, No. 15, held for the same term, at 10*l.* per annum—675*l.*

PROFESSOR GRAVES'S LECTURES ON INTERNATIONAL LAW.

LECTURE XII.

I FEEL much embarrassed by the great difficulty of giving you, within the compass of this lecture, any thing like an adequate view of several remaining heads of our subject. The doctrine of contraband, and the rule which interdicts to a neutral the coasting and colonial trade of a belligerent which was closed to the neutral in time of peace, are the most important topics which remain, and accordingly upon these we shall principally dwell. The prohibition to neutrals of the carriage of enemy's troops and despatches is connected with the doctrine of contraband. It may be well to take notice, shortly, of the rules which have been introduced with respect to the change of property *in transitu*, in order to prevent frauds and to give effect to the general laws of neutrality. But first let me read to you the principles of the armed neutralities of 1780 and 1800; for they will explain to you the questions which have been most debated.

The first armed neutrality contended for the following five propositions:—

1. Neutral nations are at liberty to sail freely from port to port, and on the coasts of belligerent nations.

2. The goods belonging to subjects of belligerent nations shall be free in the vessels of neutral nations, except goods of contraband.

3. Nothing shall be considered contraband of war which is not expressly so declared in the treaty of commerce of 1766 (Art. 10 and 11) between Great Britain and Russia. The obligations of that treaty, being founded on the natural rights of nations, are to be extended to all belligerent powers.

This was the Russian version of the third proposition:—Austria, Prussia, Portugal, and the Two Sicilies, having no treaties of their own which defines contraband, agreed to take their rule from the Russian treaty. Denmark, Sweden, and the Netherlands, referred respectively to treaties of their own.

4. To determine what constitutes a blockaded port, that denomination can only be applied where vessels stationary and sufficiently near are so disposed by the attacking power that there is an evident danger of entering.

5. These rules shall be applied in judicial proceedings and questions on the legality of captures.

The second armed neutrality, in 1800, agreed with the former in the first two propositions. In the third, in order to prevent doubts and misunderstandings, the articles that were to be deemed contraband were enumerated—Cannon, mortars, fire-arms, balls, flints, flint-stones, matches, gunpowder, saltpetre, sulphur, helmets, pikes, swords, hangers, cartridge boxes, saddles, and bridles; with the exception of such a quantity of the above as may be necessary for the defence of the ships and their crews. No other articles to be considered warlike or naval stores, or to be subject to confiscation. On the contrary, all other articles to pass free and without restraint. But this proposition was to be without prejudice to the particular stipulations of former treaties with the belligerent powers, by virtue of which the things above mentioned are allowed or prohibited.

With respect to blockade, the second armed neutrality provided, in addition to the definition of the first, that where there is an evident blockade, an entry into the blockaded harbour is a breach of blockade, though there be no previous express warning off by the officer in command of the blockading force.

The second armed neutrality expressly provided that when neutral vessels sailed under the convoy of a neutral ship of war, the declaration of the commanding officer that the ships under convoy had no contraband on board should be sufficient.

The right of belligerents to prevent neutrals from carrying *contraband of war* to their enemies is now generally assented to, though there is still some want of general agreement as to the articles which may properly be termed contraband of war, and as to the penalty which is incurred by their conveyance. To carry to my enemy materials which may be employed in attacking me, or which may destroy my efforts to paralyze his means, would be to abuse the privileges of neutrality. One of the difficulties of determining what is contraband of war arises from the fact that articles which are harmless at one time may be employed against me with pernicious effect at another. When *hides* were employed in the equipment of a floating battery destined to attack Gibraltar, we should have been justified in preventing them from being so made use of. Of the goods sent to an enemy by a neutral, some are mere articles of luxury, or useful only for peaceful purposes; others, as arms and materials directly adapted to destructive uses, are useful principally or solely in time of war: others, again, as money, provisions, ships, and naval materials, may be employed equally in peace or war, but yet are ordinarily only useful in war. It is with respect to the latter that doubts for the most part arise, and when a neutral may be prevented from supplying articles of the third sort to an enemy, the modes of prevention and the penalties of trading may yet be different from those which are customary in the case of munitions of war. It may be right to *confiscate* munitions of war, while it may be forbidden to do more than intercept and *detain* other contraband articles, or take possession of them upon payment of their value.

Among articles that are of direct use in war, and generally liable to *confiscation* if not protected by special treaties, are "cannon, mortars, fire-arms, pistols, bombs, grenades, bullets, balls, muskets, flints, matches, powder, saltpetre, sulphur, cuirasses, pikes, swords, belts, cartouche-boxes, saddles, and bridles." Horses have been generally considered as *primâ facie* contraband, and the owner wishing to save them from confiscation would have to prove strictly their destination for other than military purposes. Unwrought metals (though lead may be easily converted into bullets) and *money* are equivocal. Their destination may be explained. In the same predicament are ships and naval stores—as timber, tar, pitch, sails, canvas, and cordage. Where there are no treaties regulating the manner in which such articles are to be dealt with, our prize courts are guided by certain presumptions founded on common sense, as to the intention of the neutral owner to assist our enemy in his hostile operations. They consider whether the goods are the productions of the neutral country, in which it commonly trades, or not; whether they are in an unmanufactured state, or manufactured so as to be more easily used against us; whether they are on their way to a general commercial port, or to a port of naval equipment. If the goods were *bonâ fide* destined for peaceful purposes, though it may be dangerous for us, on account of the peculiar circumstances of the war, to permit their arrival to the enemy's hands, we take possession on payment of the value. If the intentions of the neutral owner, collected from the facts of the case, were hostile, we confiscate the goods. In the third class, articles *ancipitis usûs* are dependent on evidence, and those articles seem to admit more easily of evidence that they are intended for hostile purposes—such as ships and naval stores, timber, tar, pitch, and so forth; others, as provisions, are only subject to confiscation under very peculiar circumstances. The presumption is, that *provisions* are not contraband, but that they may become so under circumstances arising out of the particular situation of the war, or the condition of the parties engaged in it. If we have hopes of reducing an enemy to submission by famine, we should consider ourselves justified in preventing provisions from being carried to him by a neutral. The circumstances which I have described as affording presumptions in the case of other articles *ancipitis usûs* are attended to by our courts in the case of provisions. Cargoes, however, consisting of *commeatus*, not going directly to an arsenal or dockyard, are commonly treated with mildness, and seldom seized without payment of their value to the owner.

Whether the confiscation of contraband goods shall be extended beyond the goods themselves—whether here the doctrine of infection be admitted, and whether the ship and other articles of the same cargo shall be involved in the same condemnation, is a question upon which authors are not agreed. The ancient practice was more severe to neutrals than the modern. The carrier was presumed to be involved in the guilt of the owner of the contraband, and the innocent cargo was said to be *infected* by the admixture of illegal articles. According to the modern practice of our courts, when confiscation is decreed, it does not extend to the vessel or the remainder of the cargo if they do not belong to the owner of the contraband. (*Yonge Tobias*, 1 Rob. 330.) But any share of the ship or of the innocent cargo belonging to the owner of the contraband is involved in the same condemnation, *ob continentiam delicti*, the whole of the property being considered as engaged in one illegal transaction.

The right of pre-emption, which is now employed as a mitigation of the severity of confiscation in cases of hardship to a neutral, was once exercised on indifferent subjects—on any subjects, whether contraband or not. I have already mentioned to you the practice which once prevailed of laying an embargo in time of peace on foreign property within the territories of a state, and purchasing that property at a valuation to supply the state's necessities. But pre-emption, as now employed, is a compromise between a belligerent's right of preventing his enemy from obtaining means of attack or defence and the neutral's right of exporting his native commodities. According to our practice, the captors, or the government, indemnify the owner for damage consequent on the detention, and pay the cost price of the article, together with a reasonable mercantile profit. How that profit should be estimated is matter of dispute. Is the owner entitled to such a profit as he might have obtained in the enemy's country? Our Courts say no; and generally allow ten per cent. on the cost price to the proprietor. But the amount seems to depend on the discretion of the judge. "No rule," says Sir W. Scott, in the *Haabet* (2 Rob. 174), "has established that such a purchase shall be regulated exactly upon the same terms of profit which would have followed the evidence if no such exercise of war had intervened. It is a reasonable indemnification and a fair profit on the commodity; that is, due reference being had to the original price actually paid by the exporter, and the expenses which he has incurred. As to what is to be deemed a reasonable indemnification and profit, I hope and trust that this country will never be found backward in giving a liberal interpretation to these terms; but certainly the capturing nation does not always take these cargoes on the same terms on which an enemy would be content to purchase them: much less are cases of this kind to be considered as cases of costs and damages, in which all loss of possible profit is to be laid upon unjust captors, for these are not unjust captures, but authorized exercises of the rights of war." The shipowner is not considered to have a right to indemnification for the freight he loses by the seizure of the cargo before it comes to its destination in a case of contraband. The payment of freight by the captor is sometimes made a subject of special contract. There are many treaties on the subject of contraband between different European powers, and one nation is not always consistent with itself in its various treaties. It agrees to consider that as contraband in its dealings with one power, which it exempts from seizure in a treaty with another power. Where so much dispute exists, it is desirable that as much as possible should be provided for by treaty. It is only by such means that we can hope to avoid those disputes and heartburnings which have occurred and are likely to recur. Till treaties become general on this head, neutrals will complain, and be led into hostilities, or require redress, whenever a doubtful exercise of belligerent rights takes place to their disadvantage.

In the absence of treaties, or so far as they do not extend, it has not been unusual for a belligerent, at the commencement of a war, to issue declarations forewarning neutral powers of the merchandizes which it considers contraband, and of the penalties to be inflicted upon those who may be found conveying them to the enemy. These declarations, though they may prevent surprise, are, as Martens observes, advertisements rather than laws; they may prevent doubt as to *conduct*, not as to *right*.

To recapitulate: we have seen that neutrals carrying commodities to an enemy are liable to confiscation of the goods, if those goods be only applicable to *usus bellicus*. If the goods be applicable to *usus anceps*, we have seen that the neutral generally loses freight or remuneration for their carriage, while the goods themselves are generally subject to pre-emption by the government of the captors. We have seen that circumstances may determine the greater or less danger of allowing a particular commodity to get into the hands of an enemy, and the greater or less intention on the part of the neutral to further the enemy's hostile objects. Some of these circumstances we have examined, and it appears that in some cases they may be such as to prove the innocence of the neutral, and to entitle the goods to complete immunity; while, in other cases, the evidence of hostile intention and probable hostile application may be so strong, even when the goods are not of an immediately warlike character, that

they are not let off with the milder penalty of pre-emption, but condemned as lawful prize. The ship and such part of the cargo as is clearly only capable of *usus pacificus* are usually spared, except so far as they happen to belong to the owner of the prohibited merchandize. It will be observed that the extreme penalty is confiscation of the ship and the entire cargo, and that the relaxation of the penalty depends upon mitigating circumstances, of which the judge takes cognizance. There are still a few cases in which the extreme penalty may be exacted, as where a certain misconduct in carrying contraband cargo has been connected with other aggravating circumstances; to use the words of Sir W. Scott, in the *Ringendi Jacob* (1 Rob. 89), "where the simple misconduct of carrying a contraband cargo has been connected with other malignant and aggravating circumstances." Among such circumstances the carriage of *false papers* is considered as strongly indicative of criminally hostile intention, as excepting the case out of milder modern practice, and continuing it within the ancient severer rule. (*The Mercurius*, 1 Rob. 288.)

The carriage of *despatches* belonging to the enemy is much more mischievous than the carriage of ordinary contraband. Two or three cargoes of ammunition afford an assistance which is necessarily limited; but in the transmission of despatches may be conveyed the entire plan of a campaign, which may utterly defeat the prospects of the opposite belligerent; I am using the words of Sir W. Scott, in the *Atalanta* (6 Rob. 440). It is true that *one ball* might take off a Charles the Twelfth; but that is a consequence so remote and accidental, that in the contemplation of human events it is a sort of evanescent quantity, of which no account is taken. "To talk of the confiscation of despatches would be ridiculous. There would be no freight dependent on it, and therefore the same precise penalty cannot in the nature of things be applied. It becomes absolutely necessary, as well as just, to resort to some other measure of confiscation, which can be no other than that of the *vehicle*." In this case the cargo is not forfeited, unless it can be proved that the owners of it were implicated in the deliquency of the master of the vessel.

A neutral, however, has a right to convey despatches from an enemy's *ambassador at his own court* to the enemy's country. The opposite belligerent cannot claim to interrupt the diplomatic relations of the neutral with his enemy, though it is possible that such intercourse may be fraudulently employed for hostile purposes.

A vessel of a neutral is liable to confiscation if it be used for the transport of military or naval forces. A neutral nation may, by special treaty, so far deprive itself of the general rights of neutrality as to bind itself not to trade with the enemy in a manner which, without such contract, would be lawful. A stipulation of this kind is, indeed, a breach of strict neutrality, and may prove highly injurious to the opposite belligerent, but the neutral state which has entered into such an engagement cannot complain if the party in whose favour it was concluded condemn, as lawful prize, those ships of the neutral which may be captured in the act of violating its provisions.

Cases of this kind lead to questions of very difficult solution. It is in general the *duty of* a neutral, in the preservation of his neutrality, to resent and hinder, by all the means in his power, any violation of it by one party which may tend to the disadvantage of the other. But suppose the case of a neutral compelled by the superior force of a belligerent to do an act injurious to the other. Suppose that a neutral vessel is impressed by violence into the service of the enemy, and is obliged to transport the enemy's troops. Here the neutral owner, yielding to that violence, is placed in an unfortunate situation, but is still liable to the confiscation of his vessel. For the loss he sustains his government may demand redress from the unjust belligerent. In the same manner, if the owner has been led by deception into the commission of some act which subjects his vessel to forfeiture, the rights of the injured belligerent are not affected by his ignorance or want of penetration. He must look for redress to those who have deceived him; otherwise the rules of neutrality might be set at naught with impunity, from the facility with which allegations of fraud, or force, or mistake, might be supported by concocted evidence.

It is natural to suppose that many artifices will be practised to conceal the fact of part of a cargo belonging to an enemy. Resort to such artifice will subject the parties who are concerned in it, or who are responsible for those who are concerned in it, to loss of neutral property. There may be some presumption that goods belong to an enemy if they are the produce and manufacture of the enemy's country; but a neutral is at liberty to purchase such produce and manufacture, and if he proves the ownership of them to be his, they cannot be condemned. Again, a neutral is justified in purchasing, in time of war, a ship in an enemy's country—a ship built in an enemy's country; but where the ship is taken, evidently of the enemy's build, especially if the ship be manned by a crew which is for the most part of the enemy's country, a very strong presumption arises that it is an enemy's ship. Very strong proof would be required to convince a belligerent court that it is neutral property; still such proof may be adduced. Great frauds might be perpetrated with impunity, if property that was hostile at the commencement of a voyage could change that character before the voyage was ended. If this were permitted, a belligerent, seeing a probability of capture, would attempt to save the property which he has already shipped by assigning it, while on the voyage, to neutrals. The extreme difficulty of ascertaining by evidence whether such assignments are *bonâ fide* or collusive has rendered it necessary to establish the rule that they are in all cases to be regarded as inoperative; that the character of the goods during the voyage remains as it was at the time of shipping, whether that character was hostile or neutral. A transfer of belligerent property *before shipment* would be equally inoperative if it were proved that the enemy priorily reserved some interest to himself. To save the neutral's conscience in swearing that the goods are unreservedly his, there have been sometimes conditions secretly attached, that the goods should be the enemy's, unless captured; but that if captured, they should belong altogether to the neutral. Sometimes the contract has been that the property shall be the neutral's during the voyage, but shall become the property of the enemy on unlading. All such manœuvres, if they can be detected by the dexterity of the captors, will prove unavailing. It was laid down in the case of the *Sally* (3 Rob. 300, n.) "that property going to be delivered in the enemy's country, and under a contract to become the property of an enemy immediately on arrival, if taken *in transitu*, is to be considered as enemy's property. When the contract is made in time of peace, or without any contemplation of a war, no such rule exists; but in a case like the present, where the form of the contract was framed directly for the purpose of obviating the danger apprehended from approaching hostilities, it is a rule which unavoidably must take place." The captors, by the rights of war, stand in the place of the enemy, and are entitled to the condemnation of goods passing under such a contract as of enemy's property.

We come now to the rule of 1756, a rule which was much opposed by neutral nations, especially the United States, whose interests it was found to thwart. By the general principle to which I am now alluding, a neutral nation is not allowed to carry on during war a trade, injurious to one of the belligerent parties, which was never allowed to be neutral in time of peace, and which could only be enjoyed during war, and in consequence of war. This rule is not pushed in its application so as to interfere with any trade which cannot be clearly distinguished from the ordinary trade of neutrals. That ordinary trade may be, and generally is, greatly increased by a war in which the neutral takes no part. The merchant vessels of both belligerents, in fear of each other's cruisers, are deterred from intercourse with markets where much profits had been realized, and neutral vessels naturally take advantage of this absence of competition to trade, *where before they had the privilege of trading*, though they might have been undersold by a nation now at war. It is not to meet such cases as these that the rule I am now examining is put in force. These gains of neutral merchants, extraordinary though they be, and derived as they are from losses sustained by the belligerents, are still allowed as a compensation to the neutral for the deprivation or restriction of other branches of commerce to which he is bound to submit in time of war. But where a neutral, *by an express act of permission of one party in a contest*, claims the benefit of a commerce which is opened to him only by the war, and which defeats the chances of success of the opposite party, and from which he is likely to be again excluded as soon as the war ceases, the exercise of such commerce is regarded, and in my opinion not unfairly regarded, by the belligerent whom it injures, as a violation of neutral rights, exposing the neutral engaged in it to loss, if he should be captured in the prosecution of his illegal enterprise. The two cases to which the general principle has been found principally applicable are those of *coasting* and *colonial* trade. England, supported by high precedent, to be collected from the authority of some eminent writers, and the practice of its own tribunals, as well as the practice of other maritime states, has held that a neutral vessel becomes subject to confiscation along with its cargo if it carry on the coasting trade of an enemy, or if it trade with the colonies of an enemy in time of war, when such trade had not been previously permitted in time of peace, and was conceded to the neutral only for the purpose of avoiding that pressure which the stoppage of the ordinary exclusive trade of the belligerent by the enemy's cruisers would occasion. In either of these cases it matters not whether the neutral engaged in the colonial or coasting commerce be trading on his own account, having purchased the goods, or be merely the vehicle employed by the enemy. If he assist in the carriage of the enemy's productions from port to port of the enemy's country, though they be purchased and sold by himself, or if, for the sake of his own benefit, he open a communication with the enemy's colonies, and afford an outlet for productions which would otherwise be unsaleable, he may, in strictness, be treated with the same severity as if he were merely the carrier of the enemy. In strictness, the ship as well as the cargo may be condemned, but usually the cargo alone is declared good prize, and the owner loses the freight to which he would otherwise be entitled. The matter appears to be in the discretion of the judge, a discretion to be regulated by circumstances; and here, as in other cases, concealment and false papers require a severe sentence.

The coasting trade of maritime nations has from early times been almost invariably confined to ships of the country. However inconsistent this monopoly may be with true principles of commerce, it was a branch of the mercantile system which has long been fostered by the nations of Europe. The policy of encouraging native shipping, of educating mariners who might be useful in our navy, of preventing foreigners from enjoying advantages which it was supposed that the inhabitants of our country might exclusively enjoy—however adverse such notions may be to the most accredited theories of political economy in recent times—was adopted by our Legislature and sanctioned by our navigation laws at a date when the principles of free trade would have been derided as ridiculous. Nor were we singular in keeping to ourselves our coasting trade. Where it was not specially opened by treaty, it was throughout Europe confined to the subjects of the state which owned the coasts.

The prohibition of a coasting trade to neutrals during war, when it had not been enjoyed by them during peace, is not a modern innovation on neutral rights. The prohibition, however, of the colonial trade, though justifiable on the same principles, cannot be traced in practice to so early a date, because the great extension of colonial empire has been comparatively recent, and because the attempt to carry on colonial trade by neutral vessels, when it could not be carried on by the mother country, on account of the enemy's cruisers, did not become an object of attention before the middle of the last century. There is a great difference to be observed between the modern system of colonisation, which has rapidly increased since the discovery of the new world, and the course pursued by the principal colonizing nations of antiquity. In the *àποικίαι* of the Greeks, the emigrant retained no idea of subjection to the mother country. The colony was not a branch connected with the main stem, but a distinct offset. The colonists carried with them their language, religion, and laws; but their government, though modelled on the constitution of the parent state, was wholly independent of it. The notion of exclusive trade was as little recognised as that of exclusive dominion. Population was principally confined to cities; the surrounding country was cultivated to supply the wants of the town population, not to extend the territory and influence of the mother country. Very different has been the modern system. The desire of extensive possession, of obtaining new vents for commodities, new markets of production to supply the necessities and

conveniences of life at home, nurseries for seamen, military positions calculated to give influence and inspire awe, means of exercising authority by the distribution of patronage, has induced modern states to employ their new colonies, not as mere vents for surplus population, likely from affection and association to prove useful allies and friends when infancy has acquired the vigour of youth, but as tributary and dependent territories. The colony is governed from a distant home, and its markets are secured by prohibition. Hence has arisen among European nations what is called the colonial system. By this system it is laid down as a general rule that "all the produce of the colonies destined for the European market shall be brought to the mother country for consumption or re exportation; and that, on the other hand, the mother country shall furnish all the supplies required by the colonies, and that the conveyance of the produce shall be confined to the national shipping." This is the policy which, with very little deviation, has been pursued by European governments with respect to their colonies, and under which those colonies have grown up. Although considerably modified of late years, its principles are still maintained by our own. An account of this system you will find in *Mallalieu's Essay on Colonies.*

Such was the policy which prevailed in Europe when, in the war of 1756, commonly called the *seven years' war*, the French, unable from our maritime superiority to carry on their colonial trade themselves, repealed their old exclusive laws, which restricted foreigners from prosecuting the trade between France and the French colonies, and opened the trade to neutral powers. Great Britain denied that neutrals could have any right to enter upon such a traffic, as it might enable colonies to hold out, which might otherwise fall into her power, and might enable France to withdraw seamen from her merchant service to man her fleet, who would otherwise have been engaged in the protection of the colonies. From the date at which the principle of the rule restricting the trade of neutrals which was not permitted to them during peace began to be generally applied in the case of colonies, it is commonly known by the name of *the rule of* 1756; and this was first applied by those who objected to the rule, inasmuch as the name implies that the rule is modern. Almost every rule in any way restricting neutral commerce has been disputed by neutrals when they have found their interests affected by it, although they have often taken advantage of the rule when they subsequently became themselves belligerents.

The rule of 1756 has been much disputed by the United States, which has sometimes reaped a profitable harvest by their neutrality, and would have been greatly benefited by the repeal of all restrictions on neutrals. The Americans contend that the *special licenses* granted to particular Dutchmen in 1756, to trade with French colonies, make a distinction, and prevent the rule from applying to a trade open to *all* neutrals, and not so immediately identifying the parties engaged in it with the interests of the enemy They also lay some stress on our subsequent relaxation of the rule in practice when the rigorous exaction of it would have provoked a resistance from combined neutral powers which it would have been dangerous and impolitic to encounter. I think these arguments in opposition to the rule invalid, and agree with Chancellor Kent, cited in Manning, 197, in holding that if the United States should hereafter attain that elevation of maritime power and influence which their rapid growth and great resources seem to indicate, and which shall prove sufficient to render it expedient for her maritime enemy (if any such enemy should ever exist) to open all her domestic trade to enterprising neutrals, we (Americans) might be induced to feel, more sensibly than we have hitherto done, the weight of the arguments of the foreign jurists in favour of the policy and equity of the rule.

The leading case upon the rule of 1756 is the *Immanuel* (2 Rob. 19[illegible]).

THE LEGISLATOR.

Summary.

THERE is some hope that Lord Cottenham's Bill for consolidating the Law of Debtor and Creditor will be carried during the present session. Its main features are, the total abolition of imprisonment for debt, and the assimilation of the law and jurisdictions of bankruptcy and insolvency. It affords many facilities for taking the property of debtors, and *fraud* is to be punished as crime. Thus, there is a prospect of the law of debtor and creditor, hitherto the reproach of this country, being, at last, settled upon a rational basis. The Masters and Servants Bill has been rejected by a great majority, although supported by the Government. It appears to us that the clamour raised against this measure out of doors was a very unfounded one. Dr. Elphinstone has given notice of some amendments on the Ecclesiastical Courts Bill, which are not worthy of dissection, because there is not the slightest chance of their being carried. It is understood that this Bill, defective as it is in all that is good, and abounding in compensations and place-making, and all that is mischievous, is to become law. Far better would it be to permit present abuses to linger on for a while, rather than so absurd a measure should disgrace the very name of law reform.

Bills in Progress.

COUNTY COURTS BILL.

A Bill for the more easy Recovery of small Demands in the County Courts of England.

1. Her Majesty may order this Act to be put in execution.
2. Counties to be divided into districts.
3. Certain Courts may be declared within this Act.
4. Proceeding under former Acts to be valid.
5. Orders in council to be published in the *London Gazette.*
6. *Judges of the County Court to be appointed.*—And be it enacted, That as soon as this Act shall be put in force in any county, and from time to time when any judge to be appointed under this Act shall die, resign or be removed, it shall be lawful for the Lord Chancellor, or in the county of Lancaster for the Chancellor and Council of the duchy of Lancaster, to appoint one or more fit persons to be judges of the County Court, each of whom shall be a serjeant or barrister at-law, who shall have practised as a barrister for at least seven years then last past, or an attorney of one of her Majesty's superior courts of common law at Westminster, or of the Court of Common Pleas at Lancaster, who shall have practised as an attorney for at least ten years; and it shall be lawful for the said Lord Chancellor, or in the county of Lancaster for the Chancellor and Council of the said duchy, if he or they shall think fit, to remove any such judge for misbehaviour.
7. *Provision for judges of Courts of Request.*—Provided always, and be it enacted, That whenever by any of the Acts cited in either of the schedules (A) and (B), provision is made for the appointment of a barrister-at-law or an attorney of one of her Majesty's superior courts of law, to act as a judge of the court thereby established or regulated, whether by the title of judge or barrister, or county clerk, assessor or steward, or deputy steward, or by any other title or style whatsoever, the persons holding such offices at the time when the Act or Acts under which any such court is now constituted will be repealed under the provisions of this Act, shall be the first judges of the same courts respectively, when holden as branches of the County Court under this Act, in and for the same towns and places respectively, or for such district as shall be assigned to each of the said courts, as hereinbefore provided, and shall have the same power of appointing a deputy or deputies to hold the court for them respectively which they have under the Act or Acts according to which the said courts are now severally constituted.
8. Judge may appoint a deputy.
9. Judge not to practise as a barrister or attorney in the same county.
10. Commissioners of Treasury to appoint treasurers.
11. *Appointment of Clerks.*—And be it enacted, That in every district in which a court shall be holden under the authority of this Act, there shall be a clerk, who shall be an attorney of one of her Majesty's superior courts of common law at Westminster, or of the Court of Common Pleas at Lancaster, or shall have duly served a term of not less than five years under articles of clerkship to some attorney of one of the said courts, and there shall also be a sufficient number of bailiffs and inferior officers; and the judge of the County Court shall from time to time, subject to the approval of the Lord Chancellor, or in Lancashire of the Chancellor and Council of the said duchy, appoint the clerk to every court which he shall hold, and may remove any such clerk for sufficient cause, to be allowed by the Lord Chancellor, or in Lancashire by the said Chancellor and Council of the said duchy; and no such clerk shall, either by himself or his partner, be directly or indirectly employed as attorney or agent for any party in any proceeding in the said court.
12. Clerk may appoint a deputy.
13. *Duties of the Clerks.*—And be it enacted, That the clerk of each court shall issue all summonses, warrants, precepts, and writs of execution, and register all orders and judgments of the said court, and keep an account of all such proceedings of the court, and shall take charge of and keep an account of all court fees and fines payable or paid into court, and of all moneys paid into and out of court, and shall enter an account of all such fees, fines, and moneys in a book belonging to the court, to be kept by him for that purpose, which book shall be open to all persons desirous of searching the same; and shall from time to time, at such times as shall be directed by the commissioners of her Majesty's treasury, or required by the treasurer, submit his accounts to be audited or settled by the treasurer, and shall not, either by himself or his partner, be directly or indirectly engaged as attorney or agent for any party in any proceeding in the said court.
14. Appointment of bailiffs.
15. *Duties of the bailiffs.*—And be it enacted, That the bailiffs of the said court shall serve all the summonses and orders, and execute all the warrants, precepts, and writs issued out of the court; and a list containing the name and place of abode of every bailiff appointed to execute the process of the court shall be put up in a conspicuous place in the court-house and in the clerk's office.
16. Provision for clerks, bailiffs, and officers, of courts of requests.
17. Treasurer, clerk, and officers to give security.
18. Fees to be taken according to schedule.
19. Judges to be paid by salaries.
20. Salaries of judges of Courts of Request.
21. Compensation for persons whose emoluments will be diminished.
22. No compensation for fees except in certain cases.
23. Fees and monies recovered to be accounted for to the treasurer.
24. Treasurer of the court to account.
25. Commissioners of Treasury to direct how the accounts shall be kept.
26. Accounts to be audited.
27. Clerk to send to commissioners of audit particulars of charge.
28. Accounts when audited to be sent to Treasury.
29. *Treasurer to provide a court-house.*—And be it enacted, that the treasurer of any court holden under this Act, for which a court-house, with necessary appurtenances, shall not have been already provided, shall, as soon as conveniently may be, with the approval of the said commissioners, build, purchase, hire or otherwise provide messuages and lands, with all necessary appurtenances, fit for holding the court therein, and for the offices necessary for carrying on the business of the said court, or, instead of providing separate buildings, may, with the like approval, contract with any person, being the owner of, or having the control and management of any county or town-hall or other building, for the use and occupation thereof, or of so much thereof as may be needed, for the purposes of this Act, and subject to such annual rent, and to such conditions as to the repairs, alterations, or improvements of such hall or building, as may be agreed upon; and all lands, messuages, and other effects belonging to the court shall vest in the treasurer for the time being, and in his successors in that office, in trust for the purposes of this Act.
30. Prisons may be provided.
31. Treasurer empowered to borrow money.
32. Corporations and others empowered to sell land.
33. Application of compensation when exceeding 200*l.*
34. Application when compensation is less than 200*l.* but not less than 20*l.*
35. Application where money less than 20*l.*
36. Upon question touching title to money paid into bank, person having been in possession of premises deemed entitled to the money until the contrary shown to the Court of Chancery.
37. General fund.
38. Property of certain courts to vest in the treasurer of the county court.
39. Provisions for outstanding liabilities.
40. Clerk to have charge of the courts.
41. Notice of the court.
42. Process of the court to be under seal.
43. *Jurisdiction of the Court.*—And be it enacted, That all pleas of personal actions, where the plaintiff claims any debt, or claims any damages, arising out of the breach of any express or implied agreement, or claims to recover the possession or value of any goods or chattels, unlawfully taken or kept from him, and where the debt or damage, or value of the goods claimed, is not more than fifteen pounds, may be holden in the County Court without writ, wherever the cause of action may have arisen; and all such actions brought in the said court shall be heard and determined in a summary way, according to the provisions of this Act: Provided always, That the court

shall not have cognizance of any action in which the title to any corporeal or incorporeal hereditaments or to any toll, fair, market or franchise, shall be in question, or arising out of or relating to any will or settlement.

44. *Suits to be by Plaint.*—And be it enacted, That the plaintiff in any suit to be brought under this Act shall enter in the office of the clerk of the court a plaint in writing, stating the names and the places of abode of the parties, and the substance of the action intended to be brought, every one of which plaints shall be numbered in every year according to the order in which it shall be entered, and thereupon a summons, bearing the number of the plaint on the margin thereof, shall be issued under the seal of the court, and shall be served on the defendant at least seven days before the day on which the court shall be holden at which the cause is to be tried, if the debt or damage claimed shall not be more than five pounds, or at least ten days before such day if the claim shall be for more than five pounds; and delivery of such summons to the defendant, or delivery thereof to his wife, or servant, or any inmate at his usual place of abode, trading or dealing, shall be deemed good service, and no misnomer or inaccurate description of any person or place in any such plaint or summons shall vitiate the same, so that the person or place be therein described so as to be commonly known.

45. Summons may issue, though cause of action may not arise in district.

46. *As to processes out of jurisdiction of court from which issued.*—And be it enacted, That any summons or other process, which under this Act shall be required to be served out of the jurisdiction of the court from which the same shall have issued, may be served by the bailiff of any court holden under this Act in any part of England, and such service shall be as valid as if the same had been made by the bailiff of the court out of which such summons or other process shall have issued, within the jurisdiction of the court for which he acts; and proof of such service by affidavit, sworn by any county clerk, or before a Master Extraordinary in Chancery, shall be sufficient, and the fee of the Master for taking such affidavit shall not be more than one shilling, and shall be costs in the cause.

47. Demands not to be split.

48. Minors may sue for wages.

49. *Cases of partnership and intestacy.*—And be it enacted, That any demand which would otherwise be recoverable under this Act, may be sued for and recovered in the County Court, notwithstanding that it may be the unliquidated balance of a partnership account, or the amount or part of the amount of a distributive share under an intestacy.

50. No privilege allowed.

51. One of several persons liable may be sued.

52. *What actions shall be tried by the judge alone.*—And be it enacted, That the judge of the County Court shall be the sole judge in all actions brought in the said court, and shall determine all questions as well of fact as of law, unless either of the parties shall require a jury to be summoned as hereinafter mentioned.

53. *Jury may be required.*—And be it enacted, That in all actions where the value of the demand shall exceed five pounds, it shall be lawful for the plaintiff or defendant to require a jury to be summoned to try the said action; and in all actions where the value of the demand shall not exceed five pounds, it shall be lawful for the judge in his discretion, on the application of either of the parties, to order that such action be tried by a jury; and in every case such jury shall be summoned according to the provisions hereinafter contained: Provided always, That the party requiring a jury to be summoned shall give to the clerk of the court, or leave at his office, notice thereof in writing five days at least before the holding of the court at which the cause is to be tried; and the said clerk shall cause notice of such demand of a jury made either by the plaintiff or defendant to be communicated to the other party to the said action, either by post or by causing the same to be delivered at his usual place of abode or business; but it shall not be necessary for either party to prove on the trial that such notice was communicated to the other party by the clerk.

54. Party requiring jury to make a deposit.

55. Who shall be jurors.

56. Number of the jury to be five.

57. *Proceedings on hearing the plaint.*—And be it enacted, That on the day in that behalf named in the summons the plaintiff shall appear in court in person, or by some person on his behalf, and thereupon the defendant shall be required, by himself or by some person on his behalf, to answer such plaint; and on answer being made in court, the judge shall proceed in a summary way to try the cause and give judgment, without further pleading or formal joinder of issue.

58. No evidence to be given by plaintiff of any matter not stated in the summons.

59. Notices to be given of special defences.

60. *Forms of procedure to be framed.*—And be it enacted, That three of the judges of the county courts, to be named from time to time by the Lord Chancellor, shall have power to make and issue all the general rules for regulating the practice and proceedings of the county courts holden under this Act, and also to frame forms for every proceeding in the said courts for which they shall think it necessary that a form be provided, and from time to time to alter any such form; and the rules so made, and the forms so framed, when approved by the Lord Chief Justice of the Court of Queen's Bench, the Lord Chief Justice of the Court of Common Pleas, or the Lord Chief Baron of the Court of Exchequer, shall be observed and used in all the courts holden under this Act; provided always, that such rules shall be in accordance with the provisions of this Act, and that in any case not expressly provided for herein, or by the said rules, the general principles of practice in the superior courts of common law may be adopted and applied at the discretion of the judges, to actions and proceedings in their several courts.

61. *Proceedings if plaintiff does not appear or prove his case.*—And be it enacted, That if upon the day of the return of any summons, or at any continuation or adjournment of the said Court, or of the cause for which the said summons shall have been issued, the plaintiff shall not appear, either in person or by some other person on his behalf, or appearing shall not make proof of his demand to the satisfaction of the Court, it shall be lawful for the judge, if he shall think fit, where the defendant personally or by some one duly authorized on his behalf shall appear and shall not admit the demand, to award to the defendant, by way of costs and satisfaction for his trouble and attendance, such sum as the judge in his discretion shall think fit, and such sum shall be recoverable from the plaintiff by such ways and means as any debt or damage ordered to be paid by the same Court can be recovered: Provided always, That if the plaintiff shall not appear when called upon, and the defendant, or some one duly authorized on his behalf, shall appear and admit the cause of action, to the full amount claimed, the Court, if it shall think fit, may proceed to give judgment as if the plaintiff had appeared.

62. *Proceedings if the defendant does not appear.*—And be it enacted, That if on the day so named in the summons, or at any continuation or adjournment of the Court or cause in which the summons was issued the defendant shall not appear either personally, or by some one in his behalf, or sufficiently excuse his absence, or shall neglect to answer, the judge, upon due proof of service of the summons, may proceed to the hearing or trial of the cause on the part of the plaintiff only; and the judgment thereupon shall be as valid as if both parties had attended: Provided always, That the judge may in any such case, at the next Court, or otherwise, at his discretion, set aside any judgment so given in the absence of the defendant, and the execution thereupon, upon such terms as he may think fit, on sufficient cause shewn to him for that purpose, and may grant a new trial of the cause, upon the defendant paying the costs of the first trial, and giving such security as the judge shall think fit to require for the costs of the new trial.

63. In case defendant unable to attend, the hearing may be postponed.

64. Judge may grant time.

65. Defendant may pay money into court.

66. *Parties may be examined. Witnesses not incompetent from interest.*—And be it enacted, That on the hearing or trial of any action or on any other proceeding under this Act, the parties to the suit and all credible persons whosoever may be examined upon oath, or solemn affirmation in those cases in which persons are by law allowed to make affirmation instead of taking an oath, to be administered by the proper officer of the Court.

67. Persons giving false evidence to be punished.

68. Summonses to witnesses.

69. Penalty of 5*l.* on witnesses neglecting summons.

70. Fines, how to be levied and accounted for.

71. Costs to abide the event of the action.

72. *Judgment in County Court, how far final.*—And be it enacted, That every order and judgment of any court holden under this Act, except as herein provided, shall be final and conclusive between the parties; but the judge shall have power to nonsuit the plaintiff in every case in which satisfactory proof shall not be given to him, entitling either the plaintiff or defendant to the judgment of the Court, and shall also have the power, on application being made to him at the court holden next after the trial of any action, or otherwise, if he shall think fit, to order a new trial to be had in such action, upon such terms as he shall think reasonable, and in the meantime to stay the proceedings.

73. New trials may be moved for in the superior courts on certain conditions.

74. No actions to be removed into superior courts but on certain conditions.

75. *What may be charged by agents.*—And be it enacted, that no barrister, attorney, or other person, except by leave of the judge, shall be entitled to be heard to argue any question as counsel or advocate for any other person in any proceeding in any court holden under this Act; and no person, not being an attorney admitted to one of her Majesty's superior courts at Westminster, or to the Court of Common Pleas at Lancaster, shall be entitled to have or recover any sum of money for appearing or acting on behalf of any other person in the said court; and no attorney shall be entitled to have or recover, therefore, any sum of money, unless the debt or damage claimed shall be more than forty shillings, or to have or recover more than ten shillings for his fees and costs, unless the debt or damage claimed shall be more than five pounds, or more than fifteen shillings in any case within the summary jurisdiction given by this Act, except in actions tried by consent of the parties which are not otherwise within the summary jurisdiction given by this Act; and the expense of employing an attorney, either by plaintiff or defendant, shall not be considered as costs in the cause, unless the judge shall otherwise order.

76. Court may make orders for payment by instalments.

77. Cross-judgments.

78. Court may award execution against body or goods.

79. Execution not to issue till after default in payment of instalment.

80. How execution may be had out of the jurisdiction.

81. Power to suspend execution in certain cases.

82. Regulating the sale of goods taken in execution.

83. No execution shall be stayed by writ of false judgment on certain conditions.

84. For removal of judgments into the superior courts, 1 & 2 Vict. c. 110.

85. Where prisoners shall be committed.

86. Term of custody forty days.

87. Execution to be superseded on payment of debt and costs.

88. Minutes of proceedings to be kept.

89. List to be made out of unclaimed money.

90. Power of committal for contempt.

91. Penalty of 5*l.* for assaulting bailiffs or rescuing persons or goods taken in execution.

92. Gaoler made answerable for escapes.

93. Bailiffs made answerable for escapes and neglect to levy execution.

94. Remedies against bailiffs and other officers.

95. Officers taking any fee besides the fees allowed, to be discharged.

96. Penalties of 50*l.* on clerk and treasurer for acting improperly.

97. Provision for the protection of officers of the court.

98. Claims for not more than 15*l.* as to goods taken in execution to be adjudicated in court.

99. Claims for more than 15*l.* as to goods taken in execution to be adjudicated in the superior courts.

100. *Plaints in replevin.*—And be it enacted, That all actions of *replevin* in cases of distress for rent, arrear, or *damage feasant*, shall be brought without writ before the judge of the County Court, and shall not be removeable into any other court, where the rent or damage in respect of which the distress shall have been taken, shall not be more than the sum of fifteen pounds, provided that the title to any corporeal or incorporeal hereditament, or to any toll, market, fair or franchise, or to the whole or any part of the distress, shall not be in question in any such action.

101. Where actions of *replevin* shall be brought.

102. How actions of *replevin* may be removed.

103. Possession of small tenements may be recovered by plaint in County Court. 1 & 2 Vict. c. 74.

104. The manner in which such summons shall be served.

105. Protection of judge, clerk, bailiff, and officers.

106. Where landlord has a lawful title, he shall not be deemed a trespasser by reason of irregularity.

107. How execution of warrant of possession may be stayed.

108. Proceedings on the bond.

109. Concurrent jurisdiction with courts at Westminster.

110. *Consequences of bringing actions for small debts in superior courts.*—And be it enacted, That if any action shall be prosecuted after the commencement of this Act in any of her Majesty's courts of record at Westminster, or in the Court of Common Pleas at Lancaster, for any cause other than those lastly hereinbefore specified, for which a plaint might have been entered in any court holden under this Act, and a verdict shall be found for the plaintiff for a sum less than fifteen pounds, the said plaintiff shall have judgment to recover such sum only, and no costs, and shall have execution only against the goods and chattels of the defendant; and if a verdict shall not be found for the plaintiff, the defendant shall be entitled to his costs as between attorney and client, unless in either case the judge who shall try the cause shall certify on the back of the record that the action was fit to be brought in such superior court.

111. Penalties to be recovered before a justice, and levied by distress.

112. In default of security, offender may be detained till return of the warrant of distress.

113. In default of distress, offender may be committed.
114. Penalties to go unto the general fund.
115. Justices may proceed by summons in the recovery of penalties.
116. Form of conviction.
117. Proceedings not to be quashed for want of form.
118. Distress not unlawful for want of form.
119. Limitation of actions for proceedings in execution of this Act.
120. Act not to affect rights of Universities of Oxford or Cambridge.
121. Interpretation of Act.
122. Act may be amended, &c. this session.

MUNICIPAL CORPORATIONS (IRELAND) BILL.

The new Government Bill "To alter the Qualification of Burgesses in Municipal Corporations, and of Voters in the Election of Municipal Commissioners in Ireland," has just been printed. It contains only eight clauses, and in the event of becoming an Act of Parliament, it is to be construed together with the Act 3 & 4 Vict. cap. 108, that is to say, with the Irish Municipal Corporations Act, which was passed by the Melbourne Ministry in 1840. The provisions of this new measure require little further explanation, as they may be, so to speak, comprised in a nut-shell. By the 1st clause the existing qualification of burgesses entitled to vote at the election of Municipal Commissioners under the said recited Act (such qualification consisted in the occupation of a house or tenement of the yearly value of 10*l.* &c.) is distinctly repealed; the qualification being assimilated by the 2nd clause to that enacted in the English Municipal Bill passed in 1835 (the 5th & 6th Wm. 4, c. 76). This latter qualification, thus to be extended for the future to the burgesses of Ireland, consists merely in the occupation of a house or tenement within seven miles of a corporate town for a period of three years, without any particular amount of annual value being necessary, as before. The burgesses so qualified must pay all poor-rates, borough-rates, and rates made under any general or local Act, for the purposes of maintaining a police, or for the purposes of paving, watching, lighting, or cleansing, on or before the last day of August in each year. The 4th clause enacts, that in cases where municipal commissioners were not elected in 1841, in any Irish borough, they may be elected in this present year. In boroughs where no poor-rate was declared two years previously to the 1st of January, 1844, the said municipal commissioners may, by the provisions of clause 5, be elected this year by such inhabitants as have been rated ever since the rate was originally made. Such is the gist of the Bill introduced by Lord Eliot.

THE NEW IRISH REGISTRATION BILL.

The following is a brief abstract of the new Irish Registration Bill.

It is entitled "A Bill to alter and amend the laws which regulate the registration, qualification, and polling of Parliamentary electors in Ireland," and contains no less than 123 clauses, with fifteen pages of forms and schedules annexed. No period is yet fixed for the Act to come into operation, if it should receive the sanction of the Legislature.

The 1st clause extends the right of voting in Irish counties to all persons in the occupation of lands or tenements rated to the relief of the poor at a net annual value of 30*l.* or upwards, provided they are duly registered, and have occupied such lands or tenements for twelve calendar months next previous to the 16th of July in any year, and been rated to all the poor-rates made during the time of their occupation. Joint occupiers may vote if each have a qualification of not less than 30*l.* a year. The lands and tenements need not be always the same, but may be different lands, &c. occupied in immediate succession.

The 5th enacts, that all persons seized at law or equity of any freehold estate in fee-simple, fee tail, or for lives renewable for ever, of the clear yearly value of 5*l.* over and above all rents and charges, shall be entitled to vote at elections for the counties, counties of cities, and towns, in which such lands, &c. shall be respectively situate; provided always that no person shall be entitled to vote for a county in respect of property in a borough.

The 7th defines the meaning of the words "clear yearly value" of the qualifying estate to be the rent at which, one year with another, the premises might in their actual state be reasonably expected to let from year to year, deducting therefrom any rent or charges payable by the occupier in respect of such lands or hereditaments. (This is the virtual enactment of the "solvent tenants' test," affirmed already by 10 out of the 12 Irish judges.)

Occupation is dispensed with by clause 8, in all cases of freehold qualifications. The 9th section repeals the Act 4 Geo. 4, c. 36, "to discourage the granting of leases in joint tenancy in Ireland."

No mortgagee of any land can vote at elections, unless he be in actual possession of the rents and profits thereof.

The distance of "seven statute miles" in boroughs is to be measured in a straight line—*i. e.* as the crow flies.

12 and 13 contain provisions for cases of successive occupation in boroughs and for cases of joint occupancy therein. The rates required to be paid by burgesses are the poor, borough, paving, watching, lighting, and cleansing rates; and they must be liquidated by the 5th of July in every year.

14 repeals such of the provisions of the Irish Reform Act as relate to registration, and No. 15 enacts that no person shall vote after the last day of November next, in any county or borough in Ireland, unless he be registered according to this Act. No "certificates" of registry to be available after that period. The University of Dublin is excepted.

16 and 17 contain provisions relative to the length of possession required in counties, and the conditions required previously to registration under this Act in boroughs. Freeholders and copyholders must have been in receipt of the rents for six calendar months at least previous to the 16th of July, and lessees or occupiers for twelve calendar months previously to that period. Burgesses qualifying by 10*l.* houses must have occupied them for twelve months previous to the 16th of July, and have paid the rates already mentioned by the 5th of January next preceding. Freemen and 40*s.* freeholders are required to reside within the borough for six months before the said 16th of July.

From 18 to 26 inclusive contain the enactments relative to registration, &c. in Irish counties, referring entirely to schedules and matters of detail.

27 to 36 contain provisions relating to registration in Irish boroughs, according to the new Act.

By the general provisions relating to registration it is enacted that the assistant-barristers shall hold annual courts of revision within counties and boroughs between the 27th of August and the 8th of October in each year, at which the registers may be added to on the one hand, and purified from rotten votes on the other. There is, however, this *salvo* in favour of the too numerous batches of fictitious votes which the more stringent provisions of Lord Stanley's original Registration Bill would have had the effect of expunging from the electoral lists—namely, that all voters now registered under the Irish Reform Act, within eight years previous to the 1st of December in any current year, shall be *primâ facie* entitled to have their names retained on the register, and that their original qualification shall not be questioned during the said period, unless it can be shewn that the voter has ceased to hold some part of the property for which he was originally registered, &c. When the eight years have elapsed, the assistant-barrister is to expunge the date of registry annexed to the names of the voters whose registry shall then expire; but it appears, if we rightly comprehend the intricate phraseology of the clause, that the voters in question may be, nevertheless, re-registered on the same qualification, provided they have not lost the requisite value. In short, it would seem that those electors whose original qualifications remain unaltered may enjoy the franchise *ad infinitum*, however wrongly they may have been obtruded on the register in the first instance. It is true that the assistant-barrister is only empowered, and not compelled, to retain these voters on the list, if it can be proved that "they possessed on the 16th of July the same qualification in respect of which their names have been inserted in such list."

Hence it clearly appears that the privilege of voting is extended to (disqualified) electors up to a certain specified period; but the latter portion of clause 65 should be narrowly scrutinized, as its terms are somewhat vague.

Appeals from the barristers' decisions on points of law may be made to the Court of Exchequer Chamber in Dublin, not only against undue rejections, but against undue admissions, of voters. At present the appeal is only one-sided, no power being given for the reversal of decisions by which improper votes are received.

Due provision is made respecting costs to be awarded to or against claimants or objectors by the barristers. These costs not in any case to exceed 20*s.*

The revised lists of county voters are to be transmitted to the clerks of the peace, and copied into books. The said books are to be signed and delivered to the sheriffs by the last day of November, and to constitute the "registers" for one year. The same provision applies to boroughs. Copies are to be printed for sale.

Additional assistant-barristers may be appointed this year, if needful, and an additional *honorarium* of 100*l.* is to be given to each of the assistant-barristers for the remuneration of the extra labours imposed on him by this Act.

Appeals are to be heard, as aforesaid, by the Court of Exchequer Chamber in Dublin. Seven judges will constitute a quorum. Notice of appeal must be given to the Court within the first four days of Michaelmas Term, and to the respondent ten days before the time fixed for the hearing of the appeal.

No appeal is to be heard on questions of fact. The decisions of the Court of appeal are to be final and binding, even upon select committees of the House of Commons.

The registers are to be duly amended according to the decisions of the Court of appeal. No pending appeal to affect the right of voting. The Court is empowered to award costs, &c.

The polling is to be limited to two days in counties, and to one day in boroughs, as in England. The register is to be conclusive evidence of the right to vote, except where the qualification has ceased and determined. Persons rejected by the barrister may tender their votes, and have them recorded separately.

The remaining clauses contain various miscellaneous provisions, which we have no room to enumerate. They all relate to matters of detail. It appears that election committees of the House of Commons will have the power of reversing the decisions of the revising-barristers, although not those of the Court of appeal, if we clearly understand the terms of clause 114.

Lord Eliot, Mr. T. B. C. Smith, and Sir J. Graham, are intrusted with this important measure.

DETACHED PARTS OF COUNTIES.

Bill brought in by Mr. Robert Scott and Mr. Brotherton, intituled "A Bill to annex detached parts of counties to the counties in which they are situated," proposes to enact, by

Sect. 1. That wherever, in England or Wales, any detached portion of any county is entirely surrounded by the main body of any one other county, or by such one other county and the sea, such detached portion shall henceforth be incorporated with and form part of the county by which it is so surrounded.

2. At the next succeeding or some subsequent quarter sessions of the peace to be holden for the county or riding with which every such detached portion is hereby incorporated, the justices there assembled shall declare to what riding, hundred, wapentake, or other division each such portion shall belong; and such their determination they shall cause to be advertised in the *London Gazette*, the production of which paper shall be evidence thereof.

3. The part of the county of Durham which is situated to the north of the county of Northumberland, and is called Norhamshire, together with the islands contiguous thereto which form the district called Islandshire, shall henceforth be incorporated with and form part of the county of Northumberland, and shall be included in the ward of Bambrough in the last-mentioned county.

4. No judicial proceeding or deed or other instrument in writing shall be invalidated by reason of any error in stating the name of the county to which such detached portion originally belonged, instead of its hereby acquired designation, or *vice versâ*.

5. Nothing herein contained shall alter or interfere with any ecclesiastical jurisdiction or right of patronage.

6. The word "county," as used in this Act, shall not include the "county of a city."

VESTRIES BILL.

An apparently well-devised measure has been brought into the House of Commons by Mr. Stafford O'Brien, M.P. and Mr. E. B. Denison, M.P. for the purpose of preventing in future the recurrence of those disgraceful scenes which are too often to be witnessed in parish vestries, and which defile and desecrate the sacred edifices to which they are attached. It is entitled, "A Bill to prohibit the Holding of Vestries in Churches," and contains thirteen clauses. After the close of the present year, 1844, no vestry or other meeting is to be held in the established churches or chapels of any parish whose population exceeds 1,000 souls, but power is given to appoint other places of meeting somewhat more fit to be turned into beargardens than buildings attached to the house of God. By the 11th clause, it is distinctly enacted, that if any vestry or other meeting be holden in any church or chapel, contrary to the provisions of this Act, all proceedings at such meeting shall be absolutely null and void in law. The Act is not to extend to Scotland, nor is it to affect or invalidate any ecclesiastical law of the united church of England and Ireland, or to destroy any of the rights or powers belonging to any bishop of any diocese, or to any archdeacon, chancellor, or official.

CROWN LANDS, REVENUES, &c.

The following are extracts from the 20th Report of her Majesty's Commissioners of Woods, Forests, Land Revenues, &c., being the 14th annual report:—

PURCHASES BY THE CROWN.

The appendix to this report contains a schedule of property purchased by or on behalf of the Crown, for the advantage or improvement of the estates of the Crown to which such property is contiguous, as mentioned in the schedule; the total purchase-money for which property amounts to 30,760*l.*

His late Royal Highness the Duke of Gloucester having been possessed of a freehold estate called Rapley Farm, containing about 460 acres of tillage land, and several extensive tracts of woodlands and plantations, making in the whole 2,216 acres, lying between the Crown estate of Swinly and Bagshot-park, and immediately adjoining the Royal domain which extends from Windsor to Sandhurst, an offer to sell

those estates to this board was made soon after the death of his Royal Highness; but the price then demanded by the trustees or executors acting under the will of his Royal Highness having so much exceeded what was believed to be the fair value of the property, the offer was declined, and all treaty on the subject for several years suspended, when, after various attempts to effect a sale by public auction and by private treaty, the offer to us was renewed at a greatly reduced price; and having obtained the opinion of a very competent valuer of property of this description, we agreed, with the sanction of the Treasury, for the purchase of the whole, including the woods and timber, for the sum of 28,000*l.*, which has been paid out of monies arisen by sales of Crown property; and the woods and plantations having been placed in charge of our officer having the care of similar property forming the Royal domains at Windsor, the farm has been let on lease as part of the land revenue of the Crown.

HYDE PARK AND VICTORIA PARK.

The report also contains a schedule of property purchased under the authority of the Act 5 Vict. sess. 2, cap. 19, to empower the Commissioners of her Majesty's Woods, &c., "to form a new opening from the Knightsbridge road into Hyde Park, and a new opening from High-street, Kensington, into an intended new road across the Palace-green;" the total purchase-money for which property amounts to 1,080*l.*; and a schedule of property purchased under the authority of the Act 5 Vict. sess. 2, cap. 20, to extend an Act passed in the 4th and 5th years of her present Majesty, for enabling her Majesty's Commissioners of Woods, &c., to purchase certain lands for Victoria Park.

NEW HOUSES OF PARLIAMENT.

In the appendix will be found a report from Mr. Barry of the progress made, up to the present time, in the erection of the new Houses of Parliament. The following is that gentleman's report:—

"ARCHITECT'S REPORT AS TO THE PRESENT STATE OF THE BUILDING.

"The curtain portions of the river front and a considerable portion of the north and south fronts are carried up to their full height, in readiness for the roofs. The central portion of the river front and the wings of the building are a little above the same level, and probably will attain their full height in about four months from this time. Considerable progress is made with the superstructure of the western portion of the south front, the Victoria tower, the Royal gallery, the House of Lords, the central tower and adjoining corridors, and the west front towards New Palace-yard, all which portions of the building are upon an average about 15 feet above the level of the Trinity standard of high-water.

"The stone continues to be supplied in great abundance from the neighbourhood of Austin, in Yorkshire, for the external masonry, and there is no deficiency of supply of a stone which has recently been employed, from Caen, in Normandy, for the internal masonry. The contractors have increased their number of hands at the quarry to about 300 men, and have provided additional tackle, horses, &c., by which, and other arrangements, the supply of stone for the future will be even still more certain and abundant than it has hitherto been. The work executed and the contractors' arrangements for the progress of it at the building still continue to merit my entire approbation.

"CHARLES BARRY.

"Westminster, August 12, 1843."

METROPOLIS IMPROVEMENTS.

In our last report we stated the progress which had been made in purchasing the interests in the property in the several lines of improvement authorized to be made under the Acts 3 and 4 Vict. c. 87, and 4 Vict. c. 12; and we have now to state, that on those several lines, up to the 5th of January last, we have completed purchases to the amount, in the whole, of 300,755*l.* 5s. 8d., and have contracted for further purchases, amounting, in the whole, to 194,641*l.* 13s. 6d.; viz.—

1. In the line from Oxford-street to Holborn we have completed purchases to the amount of 166,851*l.* 12s. 10d., and we have contracted for further purchases to the amount of 15,906*l.* 15s.

2. In the line from Bow-street to Charlotte-street, Bloomsbury, we have completed purchases to the amount of 35,464*l.* 11s., and have contracted for further purchases to the amount of 26,485*l.*

3. In the line from the London Docks to Spitalfields Church we have completed purchases to the amount of 44,157*l.* 16s., and have contracted for further purchases to the amount of 71,102*l.* 18s 6d.

4. In the line from Coventry-street to Long-acre we have completed purchases to the amount of 54,281*l.* 5s. 10d., and have contracted for further purchases to the amount of 78,477*l.*

5. In the line from East Smithfield to Rosemary-lane we have not completed any purchase, but we have contracted for purchases to the amount of 2,670*l.*

A statement is appended to the report shewing our receipt and expenditure in respect of monies applicable to these improvements, by which it appears, that of the sum of 500,000*l.*, mentioned in our last report to have been borrowed of the Equitable Assurance Company for the purposes of these improvements, upon the security of certain portions of the land revenue of the Crown in the county of Middlesex, there remained a balance of 166,918*l.* 1s. 10d. on the 5th of January last.

THE PARKS.—KENSINGTON, REGENT'S PARK, &c.

It having been deemed expedient that the Crown should possess the freehold of the property to a certain distance immediately eastward and westward of the new entrance from the Knightsbridge-road into Hyde Park (now called the Albert Gate), for the purpose of obtaining and exercising a controlling power as to the style and character of the buildings to be erected on the ground adjacent to that new entrance, we have to report, that agreements have been entered into for such intended purchases, and for letting to Mr. T. Cubitt the disposable building-ground eastward and westward of the new entrance.

We have also to report that, under the powers given by the same Act, we have agreed for the purchase of the three houses in the High-street at Kensington required for opening the intended new communication between Kensington and Bayswater; which not only forms an essential part of the plan for letting for villas the site of the late Royal kitchen-garden at Kensington, but will be a great accommodation to the rapidly increasing population in that district.

In furtherance of that plan, a new sewer for the drainage of the intended houses has been nearly completed; but, owing probably to a very great suspension of building speculations which has existed during the past year, we have as yet agreed to let only two out of the thirty-three sites designed for new buildings to be erected on this ground.

It was mentioned in our last report, that the value of this ground to be let on building leases would be sufficient to form a fund for acquiring and establishing a new kitchen-garden, to be attached to Windsor Castle, as well as for the improvement of other royal kitchen-gardens; and that approved plans for forming such new kitchen-garden on part of the Crown's estate at Frogmore were then in progress.

Under the Act which authorized these arrangements, the monies required for "forming, improving, laying out, planting, and enclosing this royal kitchen garden, and in erecting, making, and completing all requisite houses, buildings, walls, sewers, drains, and other works connected therewith," have in the mean time been defrayed out of the land revenues of the Crown, as the funds to arise from the value of the late kitchen-garden at Kensington have not, for the reasons before mentioned, yet become available for this service.

The new bridges for connecting the Regent's Park with that portion of the Primrose-hill estate which, under the authority of the 5th & 6th of Victoria, c. 78, we had lately purchased from the Provost and Fellows of Eton College, having been completed and open to the public since the date of our last report, we are now in negotiation with the lessee of the college, with a view to the purchase of his interest, which will not expire till the year 1859; and if we fail in obtaining such terms as shall appear to be reasonable, it is our intention to avail ourselves of the powers of the Act in question, to have the value assessed by a jury.

Since the passing of the Act of 4 & 5 Vict., cap. 27, which vested in us all the requisite powers for acquiring the lands intended to form a new park in the eastern part of the metropolis, we have agreed for the purchase of the freehold interests in 101 acres, out of 290 acres comprised in the plan, and authorized by the said Act to be purchased for forming such new park; and having given the proper notice to all the parties whose lands or interests will be required, we are proceeding as expeditiously as possible to complete the purchases of all the still outstanding freehold interests, before we begin to deal with those of lessees, sub lessees, or occupiers; and for the present the monies set apart for this service remain invested in Exchequer-bills.

The general statement of income and expenditure of the monies under our management, and forming the "New Street Fund," is annexed to the report.

The payments into the Exchequer out of the "Growing produce," or surplus yearly rents, arising from the land revenues of the Crown, amounted, within the year ended 5th January, 1843, to the sum of 133,000*l.*

The balances of the different accounts standing in our names, and in the hands of receivers, deputy-surveyors, and other officers, on the 5th of January, 1843, amounted to 94,207*l.* 15s. 8d.

LINCOLN.
A. MILNE.
CHARLES GORE.
Commissioners of her Majesty's Woods, Forests, Land Revenues, Works, and Buildings.

Office of Woods, &c., Aug. 21, 1843.

POOR LAW.

The Report of the Poor Law Commissioners to Sir James Graham, on the Law concerning the Maintenance of Bastards, dated the 31st day of January, 1844.

To the Right Honourable Sir James Graham, Bart.

Poor Law Commission Office,
Somerset House, 31 January, 1844.

SIR,—We take the liberty of submitting to you a Report on the present condition of the law concerning the maintenance of bastard children, with reference to the Bill for making some further amendments in the Poor Laws, which her Majesty's Government intend, we believe, to introduce into Parliament during the approaching session.

The remarks which we feel it our duty to lay before you will be contained within a narrow compass, and will be limited almost exclusively to the period subsequent to 1834, the year of the passing of the Poor Law Amendment Act (6 & 7 Will. 4, c. 76).

The law concerning the maintenance of bastards is, so far as it is connected with the poor laws, exclusively of statutory origin. The Commissioners of Poor Law Inquiry have deduced its history down to the year 1834 (Report, edit. 8vo., p. 165—178), and have shown, by copious evidence, the manner of its practical operation, as it had been established at that time.

It is needless for us to repeat the perspicuous explanation of the Commissioners of Inquiry; we will merely state that the purpose of the law, as it then stood, was to indemnify the parish for the cost of the relief given by it to a bastard child, by enabling it to compel the putative father to contribute to the child's maintenance; but that the operation of the law was to enable the mother to recover from the putative father a weekly payment which the parish transferred to her as of course. The parish went even further, for it often guaranteed to the mother the payment ordered by the justices; and if the father omitted to pay, the parish made the money good. "Whatever is received by the man," say the Commissioners of Inquiry, "is paid over by the parish to the woman; and in almost every case the parish pays to the woman the sum, whatever it may be, that has been charged on the man, whether paid by him or not."—(Page 167). In form, therefore, the proceeding was against the putative father for the indemnification of the parish, and the mother was not a material party to it; but in substance, it was a proceeding of the mother against the putative father, the benefit of which acrued to her, and to which the parish was little more than a nominal party, except when it made good the father's default. It was, in truth, an action of the mother against the putative father for a contribution towards the expenses of their common child, in which, by a fiction of law, the parish was plaintiff.

The Commissioners of Inquiry set forth the various evils resulting from the law as thus administered; and they recommended that the mother of a bastard should be rendered liable for its maintenance, but that she should be exempted from punishment under 30 Geo. 3, c. 51, and that all enactments charging the putative father of a bastard should be repealed. (Report, pp. 346—351.)

The Bill for amending the Poor Laws, as introduced into Parliament in the session of 1834, was framed in accordance with these suggestions; but a clause authorizing the making of orders of affiliation in petty sessions was introduced into the Bill in the House of Commons. In the House of Lords, the Bill was amended, in the manner in which it ultimately received the Royal Assent. (See ss. 72—76.) According to the Act as thus altered, the parish might apply to the quarter sessions for an order upon the putative father; but the proceeding was of such a nature, and was accompanied with so many onerous conditions, that it could not be extensively available.

The effects of this mode of legislation soon began to be felt. In April, 1835, the magistrates for the county of Nottingham, assembled in general quarter sessions, transmitted to Lord John Russell, then her Majesty's principal secretary of state for the home department, a memorial respecting the recent alterations of the Bastardy Law, in which (after having expressed their opinion that the liability of the mother to maintain her bastard, and the exemption of the putative father from imprisonment for want of securities, were wise and salutary measures), they objected to the operation of the 72nd section of the Act, which contained the principal enactments on the subject. These objections, as stated in their own words, were, "first, the very great expense of bringing all the parties and their witnesses to the general quarter sessions, however distant, instead of the nearest petty sessions; secondly, the very great difficulty of obtaining corroborative evidence; thirdly, the want of power of charging the defendant with costs, in case of the parish officer succeeding in obtaining an order of filiation; fourthly, the payment of 'full costs' to the defendant without limitation of amount, if the order is not made; fifthly, the impossibility in most cases of compelling obedience to the order, from want of goods to seize, or wages to attach, and from want of power to attach the person in default. (First Annual Report of the Poor Law

Commissioners, Appendix, p. 358, ed. 8vo.) As remedies for these evils, the magistrates of the county of Nottingham proposed—

1. That the putative father should be permitted to appeal to the quarter sessions on giving security for costs; but that where there was no defence and no objection, the case should be decided by the magistrates at the nearest petty sessions.

2. That the person of the putative father should be attachable in default of payment, and that his liability should continue as long as the child was chargeable, but no longer.

By the direction of Lord John Russell, this memorial was referred to the Poor Law Commissioners, who reported upon it shortly afterwards to his lordship. Their report (dated 13th May, 1835) states, that with respect to the four first objections in the memorial (cited above), "It must be observed, that as the change in the law, which transferred the jurisdiction in bastardy cases from the petty to the general quarter sessions, necessarily produces increase of expense, and increase of trouble to all parties, the legislature must be presumed to have contemplated these obvious results. The giving of full costs to the person charged, and none against him, must be held also to indicate that the object of the legislature was to impede, rather than encourage, the application to quarter sessions, and, by so doing, to conform partially to the recommendation of the Commissioners of Inquiry, that the remedy against the supposed father should be abolished altogether." With respect to the fifth objection, the Commissioners remark, that "the want of power to attach the person was deliberately established by the legislature, under the impression that all severe proceedings against the father might be used as a means of compelling a marriage where the man was reluctant; and it is apparent that the imprisonment of the father, whether immediate or after default of payment, would always be an evil, from the occurrence of which he might relieve himself by marriage." After some further remarks, they proceed to say, "The expediency, therefore, or the inexpediency of making the proposed alteration in the law, depends altogether on the determination it may be thought right to take on the main question at issue. Is or is it not desirable to revert to the principle on which the bastardy laws stood prior to the Poor Law Amendment Act? Or is it better to follow out the recommendations contained in the Poor Law Report, and abandon orders of affiliation altogether."

With respect, however, to the probable success of the indirect means for discouraging affiliation, adopted in the Poor Law Amendment Act, the Commissioners proceed to observe as follows: "It should be borne in mind, that though more money may be expended in the applications to the magistrates at quarter sessions than can ever be recovered from the fathers of the children, it does not seem likely that the practice will soon yield to the discouragement to which it is exposed.

"The mother of the child endeavours by every means in her power to induce the overseers to make the application; with the overseers themselves such applications have become habitual, and with them the necessity of making them is hardly a matter of doubt.

"The prevailing wish to inflict, if possible, some punishment on the father of the child influences the judgment and opinion of all the parties interested, and the overseers themselves (with whom the decision as to the appeal mainly rests) are, in many instances, not liable to any considerable share of the expense to be incurred by the prosecution. There appears to be no ground for expecting, therefore, that the practice of applying to the magistrates at quarter sessions for orders of affiliation will be speedily and voluntarily abandoned.

Whenever consulted on the subject, the Commissioners have thought it their duty to point out the certainty of expense and inconvenience, and the little chance which exists of indemnification, by resorting to the court of quarter sessions."

They add, however: "When unions shall be established, and the workhouse system be brought into operation, the bastardy clauses in the Poor Law Amendment Act will, it may be hoped, in great measure, fall into desuetude; but until those arrangements are completed, the operation of the Act will be justly liable to the objections so clearly stated by Mr. Rolleston, and to which in fact all legislative enactments are liable, which, instead of pointing at once to their object, are designed to accomplish it by indirect means."

The same course of remark is followed up in the First Annual Report of the Commissioners (dated 8th August, 1835, pp. 58—61). In this Report the Commissioners state their opinion that in order to remove the remaining evils of the Bastardy Laws, it would be desirable to repeal all the statutory provisions under which proceedings can be taken by the parish against the putative father. "The ground (the Commissioners there observe) most strongly urged for the process against the father is founded on the notion that it may serve as a means of punishing the seducer. We participate in the feelings of detestation of the crime of seduction; but the principle that Poor Law administration should be the administration of relief alone, cannot be departed from by the introduction of any thing having a view to punishment, without at the same time creating far greater evils than those which it is intended to repress."

Some remarks tending to show that the practice of affiliation was gradually diminishing under the influence of the Act are made in the Second Annual Report of the Commissioners (dated 17th August, 1836, pp. 17—19); and the following passage there occurs: "There are no clauses in the Act, which, in comparison with their importance, have occasioned so little correspondence with the office as those which relate to bastardy. We occasionally receive letters containing inquiries as to the mode of relieving bastards born before the passing of the Act. More frequently we receive complaints that the expense which a parish is put to by applying to the quarter sessions for an order of affiliation is so great, that it is not worth while to incur it. To these statements we can only reply, that we believe this to be the result which the Legislature intended to produce."

The law relating to bastardy was one of the subjects which occupied the attention of the Select Committee of the House of Commons, which reported on the operation of the Poor Law Amendment Act, in August, 1838. After adverting to the recommendations of the Commissioners of Inquiry on the maintenance of bastards, and also to the report of the Poor Law Commissioners on the Nottinghamshire memorial, they proceed to state as follows:

"Your Committee are disposed to agree with the general views expressed on this subject by the Commissioners of Inquiry, and by the Poor Law Commissioners; they think it desirable that relief to the poor should be mixed up as little as possible with matters which seem to be more properly and directly connected with the administration of justice; and that relief to the mothers of bastard children, and to the children themselves, should be granted or refused on considerations arising out of their necessities, and not on any other grounds, or with a view to other objects; and if objections are entertained to the impunity of the man, it would appear to be desirable that the woman should be authorised to appeal to some easily accessible and inexpensive tribunal, such as has been suggested by Mr. Power, for redress in cases of seduction, or of breach of promise of marriage. This would, in the opinion of your Committee, be free from some of the objections to which all parochial interference in these questions is liable; and they have agreed to the following resolution:

"That it is the opinion of the committee, that many of the abuses arising under the former administration of the laws relating to bastardy have been corrected by the clauses in the Poor Law Amendment Act relating to this subject, an end having been put to the compulsory marriages, and the facilities to perjury, formerly prevalent; but that the remedy afforded by that Act leads, in many instances, to great expense in the trials in courts of quarter sessions, which are often offensive to public decency; and that the law being rendered generally inoperative by those inconveniences attending it, requires the further consideration of the legislature, especially with a view of inflicting some punishment for the crime of seduction."

The motives for retaining the system of affiliation, which were adverted to by the Commissioners in their Report on the Nottinghamshire memorial, continued to exercise so much influence, that the obstacles to obtaining orders in bastardy, created by the provisions of the Poor Law Amendment Act, instead of repressing applications for orders, produced irritation and complaints; and on the 23rd of July, 1839, Lord John Russell introduced a Bill for transferring the power of making orders in bastardy from the quarter to the petty sessions. The Bill thus introduced became the Act of 2 & 3 Vict. c. 85, which, after reciting that "it is expedient to give more speedy and effectual means for obtaining orders upon the putative fathers of bastard children for their support and maintenance," proceeds to enable any two justices in petty session to make such orders.

This Act indicated an entire change in the views of Parliament with respect to orders of affiliation for the indemnity of the parish. Instead of discouraging orders of affiliation by indirect means, it gave facilities for obtaining them.

(To be continued.)

PARLIAMENTARY RETURNS.

COUNTY TREASURERS.—Mr. Miles, the member for East Somersetshire, has moved for a return of the abstracts of the accounts of the several county treasurers in England and Wales, for the years ending Michaelmas 1841, and Michaelmas 1842. From this return, the preparation of which must have occasioned some trouble, inasmuch as it forms a complete mass of figures, are derived the following particulars. It appears that the gross total receipts of the various county treasurers during the year ended Michaelmas 1841, amounted, in England, to 1,090,429*l*. and in Wales, to 57,982*l*. constituting a grand total, in England, in the said county treasurers during the years 1840-41, amounted, in England, to 902,823*l*. and in Wales, to 52,373*l*. or altogether to the sum of 955,197*l*. The gross total disbursements from the year 1841-42 (ending at Michaelmas in the last-mentioned year), amounted, in England, to 996,620*l*. and in Wales, to 54,808*l*. or altogether 1,051,428*l*. Thus the whole of the balances remaining in the hands of the various county treasurers of England and Wales amounted, in 1841, to 123,215*l*. and in 1842, to 86,334*l*. only.

THE MISCELLANEOUS ESTIMATES.—We have received three more returns of the estimates, &c. of sums required for "Miscellaneous Services" for the year ending the 31st of March, 1845 (Nos. 4, 5, and 7). No. 4 contains the estimates under the head of "Education, Science, and Art." The sum total required for the ensuing year under this head amounts to 256,260*l*., exhibiting an increase, compared with the year 1843, of 35,793*l*. and one, compared with 1842, of 45,371*l*. Of this amount 40,000*l*. will be appropriated to public education in Great Britain, and 72,000*l*. to public education in Ireland; 4,411*l*. to schools of designs; 5,188*l*. to the University of London; 7,380*l*. to universities, &c. in Scotland; 8,928*l*. to the Roman Catholic College in Ireland; 6,850*l*. to the Royal Dublin Society; 37,987*l*. to the British Museum establishment; 46,030*l*. to the Museum buildings, and 3,245*l*. to purchases; 1,500*l*. to the National Gallery; 7,235*l*. to scientific works and experiments; 1500*l*. for monuments to Sir Sydney Smith, Lord Exmouth, and Lord De Saumarez, besides other items. No. 5 contains the estimates required under the head of "Colonial, Consular, and other Foreign services." The total amount demanded is 379,651*l*., exhibiting a decrease, compared with 1843, of 46,961*l*. and one, compared with 1842, of 33,034*l*. No. 7 contains the estimates for "especial and temporary objects." The sum total required under this head for the current year amounts to 85,927*l*.; exhibiting a decrease, compared with 1843, of 29,239*l*. and the enormous decrease, compared with the year 1842, of 235,471*l*. The only items for this year are as follow, viz. 5000*l*. for the town-land survey of Ireland, 2,997*l*. for the navigation of the river Shannon, 1,330*l*. for the British ambassador's residence in Paris, 10,000*l*. for the British ambassador's residence in Constantinople, 50,000*l*. for steam navigation to India, and 16,000*l*. for militia and volunteers in Canada. The dissolution of various public commissions, and the restoration of tranquillity in Canada and the east of Europe, &c. have mainly contributed to reduce these estimates.

DRUNKENNESS.—Mr. Hume has moved for a return of the number of persons taken into custody for drunkenness and for disorderly conduct by the metropolitan police, from 1831 to 1843; also, since the establishment of the new police force in the city. This return has been printed with too little regard to the feelings of Father Mathew, whose mind will doubtless be horrified by the statistics therein exhibited. It appears that the numbers taken into custody for the due offence of drunkenness amounted, in 1831, to 31,353, of whom 11,605 were females; in 1832, to 32,636 (including 12,332 females); in 1833, 29,880, of whom 11,612 were females; in 1834, 19,779, of whom 7,100 only were females; in 1835, 21,794, of whom 7,253 were females; in 1836, 22,728, of whom 6,861 were females; in 1837, 21,426, of whom 7,405 were females; in 1838, 21,237, of whom 6,941 were females; in 1839, 21,269, of whom 7,317 were females; in 1840, 16,505, of whom 5,842 were females; in 1841, 15,006, of whom 5,123 were females; in 1842, 12,338, of whom 4,350 were females; and in 1843, 10,890, of whom 4,148 were females. The total amount of the above 13 years gives the number of 276,841, of whom 98,149 were "ladies," and 178,692 "gentlemen;" the population having been in the years 1831 and 1832 1,515,585, and according to the census of 1841 2,068,107 (including, we presume, the suburban districts, as the population of the metropolis is generally considered at present to number about 1,800,000 souls). The total number of persons taken into custody by the police for "disorderly conduct" from the year 1831 to 1843 (both inclusive) amounts to 156,095, of whom 70,323 were males, and 85,772 females. Thus, whilst the "gentlemen" have the advantage as far as drunkenness is concerned, the "ladies" have the decided superiority in point of "disorderly conduct." The number of persons taken into custody for the above-mentioned offences against public order and decency, since the establishment of the new police force in the city, amounted in 1840 to 7,260, in 1841 to 3,961, in 1842 to 3,099, and in 1843 to 4,830; the population of the city being estimated by Mr. Commissioner Harvey to have been in 1840, 124,876; and in 1843, 125,273.

CONVICT HULK ESTABLISHMENTS.—The report of J. H. Capper, esq. printed by order of the House of Commons on the 8th of April, adverts to several changes which have been effected in these departments, such as the breaking up of the establishment on board "the *Euryalus* hulk, heretofore used as a separate place of confinement for juvenile offenders, stationed in the River Medway, the boys having been disposed of by transportation or otherwise," and the

land and Wales, of 1,078,412*l*. The total receipts during the year ended Michaelmas 1842, amounted, in England, to the sum of 1,083,974*l*. and in Wales to 53,788*l*. making altogether the sum total of 1,137,762*l*. The gross total disbursements of the sending 200 convicts to work on the fortifications at Gibraltar. At the Bermuda station, the convicts, it appears, suffered severely in the autumn of last year from an epidemic which raged throughout the Bermudas. "On the 1st of January, 1843, there were 3,614 prisoners on board the respective hulks in England; since which period, 2,204 have been received, 2,320 have been transported to Van Diemen's Land and Norfolk Island, 330 have been sent to Bermuda, 100 to Gibraltar, 113 have died, 882 have been discharged, and 2,073 remained on board the several hulks on the 1st of January last."

By accounts which are appended to the report, it appears that that the total expense of the convict hulk establishment at home during the year ended 31st of December, 1843 (Portsmouth, Gosport, Devonport, Chatham, Woolwich, and Deptford stations), was

	£	s.	d.
was	£45,582	3	7
Total amount of the earnings of the several ships	55,692	2	0
Showing a surplus of receipts of .	£10,109	18	5
The expense of a similar establishment at Bermuda, from the 1st of July, 1842, to the 30th of June, 1843 (St. George's and Ireland Island stations), was	£20,050	10	6½
Amount of earnings of the three ships	30,277	8	0
Showing a surplus of receipt of .	£10,226	17	5½

The reports of the various chaplains are highly gratifying as to the general demeanour of the convicts, especially during the hours of Divine service.

THE YEOMANRY.—By a Parliamentary return, we find that there were no corps or detachments of Yeomanry Cavalry, called out in aid of the civil power in the year 1840. In 1842, the King's Cheshire, of Chester, consisting of 10 troops, and the Sherwood Rangers, Nottingham, 3 troops, were on duty one day; and the Queen's Own Royal, Stafford, consisting of 9 troops, had 2 troops on duty 4 days. In 1843, the following were on duty:—Ayrshire, 6 troops, 71 days; King's Cheshire, Chester, 10 troops, 28 days; Derby and Chadderden, 1 troop, 11 days; Radborne, Derby, 1 troop, 5 days; Gloucestershire, 8 troops, a portion of 1 troop only on duty 1 day; Upper Ward, Lanark, 4 troops, 34 days; Duke of Lancaster's, 3 troops, 20 days; Leicestershire, 10 troops, 3 only on duty, 10 days; Castlemartin, Pembroke, 3 troops, 25 days; North Salopian, 8 troops, 3 only on duty 1 day, and 2 of the South Salopian on duty 2 days; Ilminster, Somerset, 1 troop, 2 days; Queen's Own Royal, Staffordshire, 11 troops, 25 days; Warwickshire, 6 troops, 3 days; Westmoreland, 5 troops, 3 only on duty 9 days; Queen's Own, Worcestershire, 10 troops, 71 days; Yorkshire Hussars, 10 troops, 14 days; and South-west York, 12 troops, 6 of which were on duty 6 days.

MISCELLANEOUS ESTIMATES, &c.—The estimates (No. 6) of the sum required for superannuation and retired allowances, and gratuities for charitable and other purposes, for the year ending on the 31st day of March 1845, have just been laid upon the table of the House of Commons. The gross total amount of these estimates for the current year is 190,539*l*. exhibiting a decrease, compared with the year 1843, of 1,767*l*. and a decrease, compared with the preceding year, 1842, of 4,852*l*.; the amounts for these years having been respectively, 192,306*l*. and 195,391*l*. Of the above amount 190,539*l*. the sum of 86,937*l*. is required for superannuation and retired allowances; 6,200*l*. for Toulonnais and Corsican emigrants, Dutch naval officers' widows, and American loyalists, &c.; 1,850*l*. for the Vaccine Establishment; 3,000*l*. for the Refuge for the Destitute Establishment; 12,100*l*. for Polish Refugees and distressed Spaniards; 4,932*l*. for miscellaneous charges, formerly charged on the civil list; 2,154*l*. for miscellaneous charges, formerly charged on the hereditary revenue of Scotland; 6,767*l*. for the Foundling Hospital of Dublin; 13,429*l*. for the Dublin House of Industry; 1,000*l*. for the Female Orphan House in Dublin; 2,500*l*. for the Westmoreland Lock Hospital in Dublin; 1,000*l*. for the Lying-in Hospital of Dublin; 1,500*l*. for Dr. Steeven's Hospital; 3,000*l*. for the Fever Hospital in Cork-street, Dublin; 500*l*. for the Hospital of Incurables in that city; 700*l*. for the Board of Charitable Bequests; 35,630*l*. for Nonconforming and other ministers in Ireland; and 7,340*l*. for the Concordatum Fund and other charities and allowances in Ireland.

WILL OF LORD ABINGER.—Administration (with the will annexed) of the late Lord Abinger, Chief Judge of the Exchequer, has just passed the seal of the Prerogative Court to his eldest son, now Lord Abinger, to whom he has bequeathed the whole of his personal estate. To his wife, Lady Abinger, he gives "a certain sum settled on her on my marriage," and directs his executor to augment that sum by the sale of property and stock in the Bank; but, strange to say, in the will (which is in his lordship's own handwriting, and extremely short), no executor is appointed. To his "esteemed friend, Mr. Parkinson, of the firm of Farrar and Co. 100*l*. as a token of my esteem, free of legacy duty." He states, "I have given no legacies to servants, leaving their reward to the consideration of my son." These are the only legacies, and the property is sworn under 18,000*l*.

By the will of Sir Charles Wentworth, who died suddenly at Cawsand, in Devonshire, last week, universally beloved and respected, his cousin, Mrs. Gore, will succeed to the family property, with the exception of the estate of Wentworth-hills, near Halifax, bequeathed to the Hon. Charles Wentworth Fitzwilliam, and the family portraits and rings of the late Marquess Rockingham, to his relatives, Earl Fitzwilliam and Viscount Milton. The baronetcy is extinct, Sir Charles having died unmarried.

ATTORNEYS.—136 gentlemen have given notice of their intention to apply, on the last day of the present term, to be admitted to practise as attorneys in Her Majesty's Court of Queen's Bench. There are also 25 notices of application for a renewal of certificates to practise, and 5 to be admitted by judges' orders, making a total of 166.

QUEEN'S COUNSEL.—It is rumoured in Westminster-hall that Mr. Kinglake and Mr. Butt, of the Western Circuit, are likely to be promoted to the dignity of Queen's Counsel.—*Standard.*

PROCEEDINGS OF LAW SOCIETIES.

COUNTY COURTS BILL.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled,

The humble petition of the undersigned Attorneys and Solicitors, residing in the City of York, sheweth,

That your petitioners view with satisfaction the Bill now depending in your honourable House for the more easy recovery of small demands in the County Courts of England, inasmuch as it is in furtherance of the principle of bringing home justice to every man's door, and will afford to the people the means of obtaining a settlement of demands of trivial amount at little cost.

But although your petitioners cordially approve of the principle of the measure, they most strongly protest against the 75th clause, by which it is intended to prevent any Barrister or Attorney from being heard, *as of right*, in the proposed courts, and to require professional services to be given for a most inadequate remuneration. They most respectfully submit to your honourable House that, for the benefit of the suitors themselves, such a remuneration should be allowed for professional assistance as will secure the services of persons of reputable character, and that such remuneration should be made costs in the cause.

Your petitioners therefore pray that the Bill, with the 75th clause either expunged or amended, may receive the support of your honourable House, for the purpose of being passed into a law.

ECCLESIASTICAL COURTS BILL.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of the undersigned Attorneys and Solicitors practising in the city of York, sheweth,

That the attention of your petitioners has been directed to a Bill now before your honourable House, intituled "An Act to consolidate the jurisdiction and improve the practice of the Ecclesiastical Courts of England and Wales, and for otherwise altering and amending the Law in certain matters ecclesiastical."

Your petitioners observe with satisfaction, that the very objectionable centralization of all the business of the country Ecclesiastical Courts, in London, is abandoned.

Your petitioners cordially approve of the maintenance of the provincial court at York, and the diocesan courts, which are of great local convenience, particularly as depositories for wills, and in granting probates and administrations, as to such local courts the public have much cheaper and readier access than they can have to any metropolitan court.

That the inhabitants of the city of York, and of the neighbourhood for many miles around, are in the habit of personally searching for and perusing wills in the registry there, at the small cost of one shilling for each will, whilst, if a metropolitan registry were established, they would not be able to get the least information respecting the wills of their deceased relatives or friends, without an expense of at least twenty times as much, for professional correspondence, agency, and office fees, and the result would be the same as respects other dioceses.

That your petitioners highly approve of the proposed enactments improving the practice and extending the jurisdiction of the provincial court at York, and the diocesan courts.

That it appears to your petitioners to be desirable that the wills of the community should be deposited in places as near as practicable to the properties to which they relate, and to the residences of the parties interested under them.

Your petitioners therefore humbly pray, that the Bill, and particularly the clauses continuing the provincial court at York, and the diocesan courts generally, may be passed into a law.

CORRESPONDENCE.

SOUTH WALES CIRCUIT.

TO THE EDITOR OF THE LAW TIMES.

SIR,—In the report of the case *Reg.* v. *Jones*, tried at the last Presteign Assizes, which appeared in your last number, there are whimsical mistakes in the names of the parties; and in that and the following reported case, *Reg.* v. *Harris*, the residence of each attorney is given as his surname.

Having been the attorney in the former prosecution, I have, I think, a right to explain, that correct written instructions were sent by me to the clerk of indictments as to the value of the note stolen from the prosecutor, as well as to the value of the other moneys mentioned in the indictment; and the variance as to the note was not detected until after the grand jury had been discharged.

The confusion exhibited by parties having business at the above assizes was mainly caused by the able but rather eccentric judge suddenly arriving at Presteign, and commencing the business, one day sooner than he ought to have done. In consequence of such arrival, the county had to be scoured in the space of a few hours, in order to bring jurymen, witnesses, and others up in some reasonable time.

I am, Sir, yours, &c.,
E. WILLIAMS.

Knighton, April 16th, 1844.

ESTATES FOR SALE.

TO THE EDITOR OF THE LAW TIMES.

Sir,—I have often intended to suggest to you, and through you to the readers of the LAW TIMES, but particularly those connected with the sale or disposition of large estates in the midland, western, southern, and other favourite districts of England, that your Journal affords a most desirable medium or channel for often procuring a purchaser of some "choice" or "fancy" estate or property in such localities. There are parties in the manufacturing districts constantly on the look-out for such, who are rolling in, or, to use a common but very vulgar expression, who actually "stink" of money or wealth they cannot employ.

I am, Sir, yours, &c.,
A YORKSHIRE ATTORNEY.

April 1844.

CAPITAL PUNISHMENT.

TO THE EDITOR OF THE LAW TIMES.

SIR,—The editorial remarks in No. 55 of the LAW TIMES on the extraordinary acquittal of Mary Sealey at the late Somerset Assizes must, I am sure, have excited surprise in many of your readers. The practical good sense of the public has treated with indifference the attempts of the speculative philanthropists of the day to induce the Legislature to abolish capital punishment. But it is a different thing when the same views are acknowledged in a journal which professes to be the organ of the Legal Profession—a body of men eminently practical, and opposed to visionary schemes. Sensible of the importance of the subject, and of the influence which the LAW TIMES is daily acquiring, I would protest against its being understood that the body of the Profession has arrived at the conclusion that capital punishment is "*forbidden by reason and inconsistent with Christianity*," or that it questions the right of the civil power to inflict it.

That it has been inflicted in times past to the outrage of reason and Christianity will be readily allowed; and every humane person must rejoice that the cases to which it is now applicable are few in number, and that in some even of those cases the criminal's life is generally spared in the absence of aggravating circumstances.

The question resolves itself into two parts: whether the civil power has a *right* to inflict capital punishment; and whether the exercise of such right is *expedient*.

With regard to the *former*, Blackstone remarks on *murder*—"The words of the Mosaic law (over and above the general precept to Noah, that 'Whoso sheddeth man's blood, by man shall his blood be shed') are very emphatical in prohibiting the pardon of murderers—'Moreover ye shall take no satisfaction

for the life of a murderer who is guilty of death, but he shall surely be put to death: for the land cannot be cleansed of the blood that is shed therein, but by the blood of him that shed it.'" And it is remarkable that in the old form of prosecution for murder by *appeal*, the king himself was excluded the power of pardoning; so that he could not imitate the Polish monarch, who thought proper to remit the penalty to his nobility in an edict with that arrogant preamble "*Nos, divini juris rigorem moderantes.*" He at length did not doubt the divine sanction given to capital punishment. Christianity also confers its sanction; for St. Paul, without any mark of disapprobation, recognized the right as existing in the head of the Roman state, where he says, "He is the minister of God . . . if thou do that which is evil, be afraid, for he beareth not the *sword* in vain." The *sword* is not for moderate correction, but for inflicting death. I am not aware that the church has in any age ever protested against the assumption of this power by the state.

If the infliction of capital punishment "is forbidden by reason," surely some of the heathen legislators of old—those master-minds, the Solons and Lycurguses—must have heard some faint whisperings of her voice calling on them to spare the parricide, the assassin, and the traitor! But no! strange to say, these inexorable men shew pity only for the innocent citizen; and parricide, assassin, and traitor are consigned to destruction! But what say the poets, who cultivated the true and the beautiful? The philosophers who studied the καλοι and the πρέπον—did none of them hear reason's voice? Alas! not one! All are found in an unnatural league against the guilty. Homer's ideal wise man slays without compunction his rebel subjects; while Pallas herself shakes her ægis in the wretches' faces. Ovid exclaims, "Immedicabile vulnus ense recidendum, ne pars sincera trahatur," and posterity approves the saying.

Are we not, then, warranted in inferring that capital punishment, so far from being opposed to reason, finds its sure ground and sanction in reason alone, and needs not to be supported by an appeal to revelation? It was on this ground that Sir James Mackintosh put it when, in 1819, he obtained a select committee "to consider of so much of the criminal laws as relates to capital punishments in felonies." "Neither is it my intention," said he, in his speech on that occasion, "to propose the abolition of the punishment of death. *I hold the right of inflicting that punishment to be that part of the right of self-defence with which societies, as well as individuals, are endowed.*"

There are two eventful periods in the history of the world, in which a disposition prevailed to abolish capital punishment—in the decline of the Roman republic, and on the eve of the French Revolution. The philanthropists of those days thought they could direct the movement they were commencing; but the work was taken out of their hands, and the sword and the guillotine were their reward.

With respect to the second branch of the question, as to the *expediency* of abolishing capital punishments, it rests with the abolitionists to shew the inexpediency of retaining it; because, until that is done, the Legislature would be rash indeed in slighting the lessons of the past, the universal consent of all ages, and divine and human sanctions, for the sake of trying an experiment, the effect of which might be irreparable mischief to the social system. But the abolitionists say, "The system of severity has been tried, and has failed to repress crime." In answer—no one can contend that crime will ever be entirely repressed by any system. All that we can expect from legislation is, that the terror of the law will be a salutary restraint on the multitude, though it may be inoperative on a few. It is to be apprehended that the removal of that restraint would be followed by a fearful outbreak of violence; and this consideration alone forbids hazarding the experiment.

To assert that men are not checked by fear, is to betray an extreme ignorance of human nature, and of the sanction by which capital punishment is enjoined in the Scriptures; as, for example, "The man that will do presumptuously . . . even that man shall die; and all the people shall hear and *fear*, and *do no more presumptuously*."—Deut. xvii. 12, 13.

The fact that a jury has, in the face of the clearest evidence, as is alleged, brought in a verdict of *not guilty*, in an aggravated case of parricide and murder, may be a very fair argument for reviving the old proceeding against a jury by *attaint* (though I believe it is doubtful whether it was applicable to cases strictly criminal), but it can hardly be urged as a reason for abolishing capital punishment. Surely the men who (as it is alleged) have betrayed their sacred trust as the guardians of the public safety, should meet with public execration, instead of being held up as martyrs in the cause of humanity, who have gone ahead of our Legislature. Such *go-ahead* gentlemen should have their crest taken down a trifle. I trust, however, that the jury were influenced by good causes, unrepeated to the public, in giving the verdict they did.

The abolitionists urge in favour of their views that capital punishment has not for its object the reformation of the offender. But is it not to be feared that when a man has advanced so far in depravity as to be guilty of any of those acts to which the punishment of death is *now* attached, there is but little hope of his reformation? Surely the awful prospect of death is the only thing likely to produce a salutary effect on such a one. From the evidence given before the Criminal Law Commissioners, and published in their second report, it would appear that the idea of making the reformation of offenders the *direct* purpose of punishment is purely visionary; though it is a different thing to say they should not have all the means of reformation possible. While we encourage and support the excellent men who are labouring to do as much as *can* be done in this field, we should do well to bear in mind that early education, under the fostering care of the Church, is the only effectual remedy for the cure of our social evils. By supporting such institutions as exist for this purpose, and by doing all that lies in our power for ameliorating the condition of the lower classes, we shall most surely check the increase of crime, and be serving our generation as good citizens.

I am, Sir, your very obedient servant,

WILLIAM GILES, Jun.

Frome, April 26, 1844.

SHERIFFS' FEES.

TO THE EDITOR OF THE LAW TIMES.

SIR, In the commencement of the table of fees promulgated by the judges, pursuant to the Statute of 1 Vict. c. 55, the charges for an *arrest*, mileage, and bail bond, are given.

Afterwards comes as follows.—"To the bailiffs for executing warrants on *fi. fa.* and *ca. sa.*, and also the mileage on the latter."

I should be glad to have, through your columns, the opinion of some experienced practitioner, whether, upon the execution of writs of *ca. sa.* a sheriff can legally make the charges contained in the former part of the table as upon an arrest; or whether he is not confined to the latter charges on writs of execution, and which are one guinea not exceeding five miles, and sixpence per mile beyond that distance. The first part of the table clearly appears to me to be applicable only to bailable process, and the matter is of some consequence in practice.

I am, Sir, &c.

April 27, 1844. W.

TO THE EDITOR OF THE LAW TIMES.

SIR,—In answer to a letter appearing in your valuable journal of Saturday last, having the name of "James Nicholson," and dated from Warrington, the 22nd April, I beg to refer you to the order issued in bankruptcy in the month of November, 1842, from which you will find that the objection, which he complains of, to receiving an affidavit in bankruptcy, because it was on the wrong-sized paper, was not a captious objection; those orders having directed that all proceedings in the several courts of bankruptcy should be written on paper of an uniform size. This order was made for the convenience of filing the several documents, and the paper required is such as is supposed to be always at hand in every solicitor's office, viz. *draft paper*, which I believe can be obtained from any stationer, "*without having recourse to the particular stationer employed to provide the same for each particular court.*"

What the objection to the "*heading*" was, Mr. Nicholson does not state, therefore I cannot say whether it was captious or not; but, certainly, very few country solicitors are sufficiently aware of the importance of having their affidavits properly headed, which they must be, to enable the assignees to support an indictment for perjury; and, consequently, affidavits are very frequently refused because they are not technically correct in this respect.

I am, Sir, your obedient servant,

A PRACTITIONER IN BANKRUPTCY.

Birmingham, April 28.

SELECTIONS FROM CORRESPONDENCE.

The following well treats a subject of some importance. It is signed "*A Clerk to Borough Justices.*"

As returns are now in a course of preparation with reference to Lord Worsley's motion on the subject of Justices' Clerks, and the proper mode of remunerating them, I am surprised no one has brought under public notice the disadvantage which Borough Justices' Clerks labour under, as compared with Division or County Justices' Clerks, in one very important particular; that is, the disqualification of the former to conduct prosecutions.

By the Municipal Amendment Act, 6 Wm. 4, c. 76, s. 102, the clerk is forbidden to be directly or indirectly concerned in the prosecution of any offender committed for trial by *justices to whom he shall be clerk*. The consequence is, that he is entirely kept out of practice in *his own court* (as it were); and from never being seen *there*, it keeps him out of the public eye, and prejudices him in other courts, and when, nine times out of ten, he would be the most competent person to conduct prosecutions. In the mean time he frequently finds the Clerk to the Division Justices occupying the place at the Borough Sessions which ought to be occupied by himself, such Division Clerk all the time labouring under no such disqualification, and enjoying a perfect *monopoly* of prosecutions *in his own court*. This should be remedied; and either both sets of clerks put upon equal terms, or if they are to be paid by salary, which seems to be the tendency of Lord Worsley's measure, let them be made public prosecutors *at a salary*, such salary to be estimated according to the average number of prosecutions (during the last two or three years) resulting from commitments by the justices for whom they act as clerk, the amount of such salary to be *an addition* to any salary awarded to them for general business. They would then have no motive for making improper commitments, which, I presume, must have been the principle on which the law was framed, though such law has not yet extended to their brethren, the Division Justices' Clerks, for some reason not capable of explanation.

From the observations which were made in the House of Lords on Lord Worsley's motion (by Lord Lansdowne and others), and which have been noticed by some of your correspondents, it seems not unlikely the legislature will proceed in this matter in a wilful ignorance of facts. They do not seem to understand that in almost all cases the amount of costs is taken into consideration in awarding the penalty; and that in the sums stated in the returns to be for *costs*, the amount does not consist of Justices' Clerks fees only, but of constables' and witnesses' charges also.

As far as my own opinion goes, I do not think there will be any objection on the part of Justices' Clerks to be paid *by salary*, but I do think that the public business will not be better executed or attended to on that account.

A SUBSCRIBER'S ARTICLED CLERK.—We find, on inquiry at the Queen's Bench Office, that one notice must be given at the Incorporated Law Society, one at the Queen's Bench Office, Temple, and two notices are to be entered in the two books at the Judges' Chambers, Rolls Gardens; one book being kept at the chambers of the Lord Chief Justice of the Queen's Bench, and the other at the chambers of the four puisne judges. None need be affixed in the Queen's Bench, as stated by Mr. Archbold.

A correspondent, subscribing himself "Digest," thus notices a not unfrequent, but very unprofessional practice:—

You have, from time to time, very properly exposed the unprofessional conduct of advertising attorneys. This conduct is, I think, much less to be reprehended than a practice, pursued by some members of the profession, of personally soliciting for professional jobs. This mostly occurs at sales by auction, where these gentlemen attend expressly for the purpose of canvassing purchasers, and soliciting retainers to prepare their conveyances, holding out the lure of "doing them cheap." As the Manchester Law Society justly stands high in your columns for setting a good example in correcting professional mal-practices, I would suggest the propriety of its instituting an inquiry, for the purpose of ascertaining how far any of its members are guilty of such unprofessional and reprehensible conduct, or issuing a caution to its members against pursuing the practice alluded to.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

The Law of Warrants of Attorney, Cognovits, and Consents to Judges' Orders for Judgment: with Forms. By BENJAMIN COULSON ROBINSON, Esq. of the Middle Temple, Barrister-at-Law. London, 1844. O. Richards. Pp. 246.

THE branch of the law to which this little volume is devoted, although seemingly a trifling one, is in truth of great practical importance in the attorney's office, for there it is in almost daily requisition; in the great majority of cases no time can be had to consult authorities or to procure the aid of counsel; the attorney is required to advise and to act in self-reliance, while not unfrequently interests of large value are dependent upon the accuracy with which he applies the law to the matter in hand. A volume devoted to the subjects discussed in this one cannot therefore be otherwise than acceptable to the profession, to whom it will be extremely convenient to be enabled to refer in a moment to a well-arranged treatise, in which they will find the latest decisions

and brief but explicit instructions for securely performing their responsible task.

It is ever the aim of all reputable practitioners to terminate an action, if it be possible, without incurring the costs of a trial, and the law has kindly permitted this to be done without depriving the party of the advantages of his suit. There are three modes by which the results of an action—that is, the benefits of a final judgment—may be secured without going through all the costly processes which conduct to that end. These are, by warrant of attorney; by cognovit; and by consent to a judge's order for judgment. These are the subjects to which this volume is devoted.

First, Mr. ROBINSON treats of *Warrants of Attorney*, describing successively the stamp, the parties, the consideration, the forms, the filing; then of revocation, of signing judgment, of the execution; then of the effects of bankruptcy and insolvency; and lastly, how they may be set aside.

Secondly, he considers the subject of *Cognovits* in precisely the same order.

Thirdly, he discusses *Consents to Judgment* in like manner.

An appendix supplies a number of useful forms, from which the practitioner will always be able to select one that will serve his purpose.

Such is the excellent scheme of this work; of its execution the reader shall judge by an extract with which we conclude a notice necessarily circumscribed by the demands upon space at this busy season.

Perhaps the most useful to our readers will be the subject of the

ATTESTATION OF WARRANTS OF ATTORNEY AND COGNOVITS.

"*Attestation.*] For the prevention of fraud and injustice upon parties giving warrants of attorney and cognovits, the courts of law from an early period have made certain rules, and the legislature recently, by enactment, has interfered for their protection. The principle of such interference is to give to defendants a full knowledge of the nature of the document they are about to sign, lest they might be betrayed by ignorance or surprise into the granting a power which they could afterwards have no means of disputing; and in the spirit of this design, it was formerly required in the Common Pleas (*a*) that the warrant and defeazance should be read over to the party previously to their being executed, but this is no longer necessary; (*b*) a sufficient preventive against fraud being provided by other means. It was not formerly requisite in general that there should be an attesting witness to the warrant,(*c*) although, where a party was in custody in mesne process, several rules of court had directed that a warrant given by him should be void unless an attorney was present on his behalf at the time he executed it,(*d*) and the last of these rules ordered, contrary to what had been decided under the preceding ones, (*e*) that the presence of the plaintiff's attorney would not suffice.

"But by a general rule of all the Courts, R. H. 2 Wm. 4, r. 1, s. 72, it was declared, that 'no warrant of attorney to confess judgment, or *cognovit actionem* given by any person in *custody* of a sheriff or other officer upon *mesne process*, shall be of any force unless there be present some attorney on behalf of such person in custody, expressly named by him and attending at his request, to inform him of the nature and effect of such warrant or cognovit before the same is executed, which attorney shall subscribe his name as a witness to the due execution thereof, and declare himself to be attorney for the defendant, and state that he subscribes as such attorney.'

"Still this rule did not extend to persons in custody in execution,(*f*) nor seemingly to cases where a warrant or cognovit was given by a prisoner to any other person than to him at whose suit he was in custody;(*g*) until at length the 9th sect. of 1 & 2 Vict. c. 110, has rendered the presence of an attorney, on behalf of the defendant, imperatively necessary in all cases where warrants of attorney or cognovits are given. It enacts as follows:—

"'And whereas it is expedient that provision should be made for giving every person executing a warrant of attorney to confess judgment or a *cognovit actionem*. due information of the nature and effect thereof, be it enacted, that from and after the time appointed for the commencement of this Act, *no warrant of attorney to confess judgment in any personal action, or cognovit actionem given by any person*, shall be of any force unless there shall be present *some attorney of one of the superior courts on behalf of such person, expressly named by him, and attending at his request, to inform him of the nature and effect of such warrant or cognovit* before the same is executed; *which attorney shall subscribe his name as a witness to the due execution thereof, and thereby declare himself to be attorney for the person executing the same, and state that he subscribes as such attorney.*'

"And to ensure the literal fulfilment of these terms, and thus prevent all latitude of construction, the tenth section goes on to state 'that a warrant of attorney to confess judgment or *cognovit actionem*, not executed in manner aforesaid, shall not be rendered valid by proof that the person executing the same did in fact understand the nature and effect thereof, or was fully informed of the same.'

"These sections of the statute have become so important, and the decisions under them so numerous, that it will be necessary to divide them into parts, and state at some length the cases which have been decided upon each.

"[*No Warrant of Attorney to confess judgment in any personal action, or cognovit actionem given by any person.*] It seems that the latter portion of the sentence has a wider signification than the former, so as to include within it a cognovit given in ejectment, and accordingly such an instrument was set aside for want of the statutory execution (*h*)

"But the rule as to warrants of attorney being specifically limited to *personal actions*, a warrant given in ejectment has been held by Patteson, J. not within the meaning of the Act.(*i*)

"*Some attorney of one of the superior courts.*] The person attesting must be an attorney. An attorney's clerk is not sufficient.(*k*) But he need not be an attorney of the court in which the judgment is to be signed.(*l*) He must have taken out his certificate within a year.(*m*) It has been held that if a defendant introduce a party as his attorney, and he turns out that he is not one, the Court will not set aside the warrant he has attested.(*n*) But in a subsequent case, Coleridge, J. seemed to be of opinion that that judgment was founded on some fraud appearing on the part of the defendant. If he were quite innocent in the transaction, he thought the warrant ought to be vacated.(*o*) And, in accordance with this decision, appears to be a still later one, in which, although the Court refused to set aside the warrant, on the ground of an attesting witness introduced by the defendant, not being an attorney, the language of Tindal, C. J. seems to imply, that if the defendant had, on the face of his affidavit, clearly negatived any knowledge of the fact, the result would have been different.(*p*) Where defendant was in custody, it was held no valid objection to the warrant that the attorney attesting it was a prisoner.(*q*)

"It is suggested in a valuable book of practice(*n*), that 'as a subsequent section of the 1 & 2 Vict. c. 110, enacts that 'all the provisions, &c. of the Act, applicable to the courts at Westminster, shall extend to the courts of Lancaster and Durham, within the limits of their respective jurisdictions,' that a cognovit or warrant of attorney given in either of these courts may be properly attested by an attorney of such court, although not admitted in either of the courts at Westminster.' And taking into consideration the reluctance the judges have shewn to extend the construction of this section, it is probable that such may be the decision on the point, should it hereafter arise.

On behalf of such person.] The attorney must be exclusively acting on behalf of the defendant, and it must be stated *expressly* in the attestation that he is his attorney, and must not be left to implication.(*r*) The plaintiff's attorney will not suffice, although the defendant expressly assent to his acting for him also.(*s*) Nor must he be in any way connected with the plaintiff's case.

"Where a cognovit had been attested on behalf of the defendant by an attorney who accompanied the plaintiff's son to the defendant's house, and who subsequently carried the instrument to the Queen's Bench office to be filed, and there subscribed his name upon the back of it as the plaintiff's attorney's agent, the Court set it aside.(*t*)

"A defendant in the country being served with a writ by an agent of the plaintiff's attorney, offered to compromise by giving a cognovit which was prepared in town, and sent into the country for execution. The agent explained to the defendant the necessity of his having an attorney to attest it, and he said, 'Then I name you.' The agent accordingly witnessed the cognovit, and debited the defendant in his books for negociating the matter; but the Court held that the requisitions of the statute had not been complied with—Alderson, B. observing, 'This is not the impartial person intended by the Act.(*u*) And where an attorney usually acting on behalf of the defendant, acts on the part of the plaintiff in preparing the warrant of attorney from the former to the latter, his attestation is not sufficient.(*x*)

"On the execution of a warrant, one attorney only was present, and attested on behalf of defendant, having acted on previous occasions for plaintiff, and who made out his bill to plaintiff, but delivered it to defendant, and was paid by him; the Court held it bad.(*y*) And where an attorney was acting both for plaintiff and defendant, in a transaction in which a warrant of attorney was given, and it was attested by a clerk of the attorney, he being also an admitted attorney, the attestation was held invalid.(*z*)

"It seems that the mere fact of the plaintiff paying for the attendance of the attorney on the defendant's behalf is not of itself a sufficient ground for avoiding the instrument.(*a*)

"*Expressly named by him, and attending at his request.*] This part of the rule must be strictly complied with.(*b*)

"It has been held in some cases, that the suggestion by the plaintiff and subsequent adoption by defendant of a particular attorney, will not satisfy the words of the section(*c*): but it may now be considered as settled, that the mere suggestion of the plaintiff, provided the defendant had a full opportunity of adopting or rejecting the party proposed, will not avoid the warrant or cognovit. Where, for instance, on a defendant being arrested, he offered to give a cognovit, and was told that an attorney must be present at its execution, the names of two attorneys were mentioned to him, and he said it was the same to him which he took. He afterwards went with the officer to the house of one of the parties named, who saw the instrument executed, the attestation was held good.(*d*)

"In another case, defendant called at the office of the plaintiff's attorney for the purpose of executing the warrant, and the latter informed him that it was necessary an attorney on his behalf should attest it, the defendant replied, that he was not acquainted with one, and that he did not wish the affair known; upon which, the other mentioned an attorney named Crossley, and the defendant, without hesitation, agreed to go to his office. The clerk of the plaintiff's attorney accompanied him, and on Crossley asking him if he wished him to attest the instrument, he said he did. The attestation of Crossley was decided to be a valid one.(*e*)

"Three defendants went to a particular attorney *named by plaintiff*, and gave him instructions to prepare a joint warrant of attorney from them to plaintiff, and each of the defendants freely recognised the attorney as acting for him, the warrant was held good.(*f*)

"But although there is nothing objectionable in the plaintiff first naming the attorney, the defendant must still expressly employ him, and request that he will attend. Therefore, where a defendant in custody sent to his attorneys, who were not within, but their clerk attended, and having advised that a cognovit should be given, he went for an attorney to come with him to attest it: this was done with the defendant's consent; but the Court set aside the cognovit on the ground that the defendant had exercised no option in the appointment.(*g*) Again, where the defendant was unacquainted with an attorney, and at his request the plaintiff's attorney sent his clerk for one, who came and acted for defendant, a request to that effect being written in the margin of the cognovit, it was held bad.(*h*) Coleridge, J. says: 'It may happen that a person is not acquainted with any attorney who would act for him; and if I were to say that the attorney for the opposite party is not to mention the name of any one for him to select if he pleased, it might be a hardship on defendants themselves, as they might thereby be prevented from settling an action. But I must see whether the defend-

(*a*) R. T. T. 14 & 15 Geo. 2, C. P.
(*b*) Taylor *v.* Parkinson, 2 H. Bl. 783; Oliver *v.* Woodruffe, 7 Dowl. 166.
(*c*) Kinnersley *v.* Mussen, 5 Taunt. 264.
(*d*) R. E. T. 15 C. 2, r. 11; R. H. T. 14 & 15 C. 2, r. 4; R. E. T. 4 Geo. 2; Fell *v.* Riley (Cowp. 281).
(*e*) Watkins *v.* Hanbury, 2 Str. 1245.
(*f*) Bush *v.* Sharland, 1 T. R. 715; Crompton *v.* Steward, 7 T. R. 19; Fell *v.* Riley, Cowp. 281; Watkins *v.* Hanbury, 2 Str. 1245; France *v.* Clarkson, 5 Dowl. 699; Lewis *v.* [illegible], 6 Dowl. 7.
(*g*) [illegible]all *v.* Long, 6 Dowl. 267; Holcombe *v.* Wade, [illegible]; Smith *v.* Burton, 1 East, 241; Faulkner *v.* [illegible] Taunt. 233; Finn *v.* Hutchinson, 2 Ld. Raym.

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(*h*) *Doe d.* Rees *v.* Howell, 12 A. & E. 696.
(*i*) *Doe d.* Kingston *v.* Kingston, 1 Dowl. N. S. 263.
(*k*) Barnes *v.* Ward, Barnes, 42; Paul *v.* Clever, 2 Taunt. 360; see Gilman *v.* Hill, Cowp. 142.
(*l*) Bland *v.* Pakenham, 1 Str. 530; Vilmott *v.* Barry, Barnes, 44.
(*m*) Verge *v.* Dodd, Tidd's N. P. 279.
(*n*) Jeves *v.* Booth, 1 B. & P. 97.
(*o*) Wallace *v.* Brockley, 5 Dowl. 695.
(*p*) Cox *v.* Cannon, 4 B. N. C. 453; 5 Dowl. 695 S. C.
(*q*) Lush's Practice, 714, n. (*g*).
(*r*) See post, paragraph beginning, Which attorney, &c.
(*s*) Hutson *v.* Hutson, 7 T. R. 7; Tuffd *v.* Gompertz, 8 Dowl. 696; Cooke *v.* Edwards, 2 Dowl. N. S. 55.
(*t*) Rice *v.* Linsted, 7 Dowl. 153.

(*u*) Mason *v.* Riddle, 8 Dowl. 207; Mason *v.* Kiddle 5 M. & W. 513, S. C.
(*x*) Rising *v.* Dolphin, 8 Dowl. 309.
(*y*) Sanderson *v.* Westley, 8 Dowl. 412; 6 M. & W. 98, S. C.
(*z*) Durrant *v.* Blurton, 9 Dowl. 1015.
(*a*) Pease *v.* Wells, 8 Dowl. 626.
(*b*) Walker *v.* Gardner, 4 B. & Ad. 371.
(*c*) White *v.* Cameron, 6 Dowl. 476; Kemp *v.* Mathew, 2 S. C. 309.
(*d*) Bligh *v.* Brewer, 3 Dowl. 266; 1 Cr. M. & R. 651, S. C.; Oliver *v.* Woodriffe, 7 Dowl. 166; 4 M. & W. 650, S. C.
(*e*) Taylor *v.* Nicholls, 6 Dowl. 242; 5 M. & W. 91, S. C.; see Hale *v.* Dale, 8 Dowl. 390; Pease *v.* Wells, 8 Dowl. 626.
(*f*) Haigh *v.* Frost, 7 Dowl. 743.
(*g*) Fisher *v.* Papanicholas, 4 Tyrw. 44; S. C. in 2 Dowl. 261, as Fisher *v.* Nicholas.
(*h*) Barnes *v.* Pendry, 7 Dowl. 747.

ant had the opportunity of exercising any option in the choice of the attorney, and I think in this case he had not.' In another case, the plaintiffs employed P. an attorney, to prepare the warrant; P. called with it on defendant, and told him it must be signed in the presence of some professional man, and that he should procure Mr. S. to attest it, and the defendant accordingly went to procure S.'s attendance, but met him in the street, when P. told him they were coming to his office that he might witness the execution of a warrant of attorney. Defendant then suggested that they had better go to P.'s office, which was nearer, and they went there accordingly. S. then read it over, and explained it to defendant, and asked if he wished him to witness its execution. Defendant said he did, and it was signed and attested. P. offered to pay S. for his attendance, but he declined accepting any thing. It was held that S. was not expressly named by the defendant.(i)

"*To inform him of the nature and effect of such warrant.*] We have seen that the rule in the Common Pleas, requiring the warrant or cognovit to be read over to the party executing it, had been discontinued; and since the statute we are now discussing, it has been held that if the nature and effect of the instrument be explained to the defendant, the reading may be dispensed with. (k) And if defendant informs the attorney attending for him that the warrant has been read over to him and he understands it, the attorney need neither read it nor explain it to the defendant. (l) If an attorney properly appointed by a defendant on his behalf neglects his duty to his client without collusion with the plaintiff, it is no objection to the instrument that he neglects to inform his client of its nature and effect.(m)

"It may be mentioned here that the Court in one case refused to allow a judgment on an old warrant of attorney which had been executed by the defendant as a marksman, the affidavit of execution not stating that it had been read over and explained to him.(n)

"*Which attorney shall subscribe his name as a witness to the due execution thereof, and thereby declare himself to be attorney for the person executing the same, and state that he subscribes as such attorney.*] From the terms of the rules it was always necessary before the Act that the attorney should subscribe his name as a witness to the execution; but although some doubt had been entertained as to whether the attestation should not further state that the other requisites had been complied with,(o) yet it was pretty well settled that a mere signature of the attorney was a sufficient form of attestation to satisfy the rule;(p) but now the above clause renders it absolutely essential that he should, in addition, make a written statement, to the effect that *he is attorney* for the defendant, and that *he subscribes* as such attorney.(q)

"Thus an attestation in this form, 'Witness Geo. Edwards, defendant's attorney, named by him, and attending at his request,' was held bad, for not stating that he subscribed as such attorney.(r)

"But where the attestation was the same as in the last case, with this addition, 'and I subscribe accordingly,' Patteson, J. held it sufficient.(s)

"And another thus worded, 'Signed, sealed, and delivered by I. A. in my presence, and I subscribe myself as attorney for the said I. A. expressly named by him to attest his execution of these presents,' was also held void by Alderson, B. who observes, 'I think the witness ought to state in positive terms that he is the attorney of the party.' But Parke, B. seemed to be of a different opinion, although the point was not one involved in the decision of the case. The latter judge says, 'When the Act directs that the witness shall thereby declare himself to be an attorney, it does not say that he must do so in the attestation, but that he should subscribe his name as such attorney, and *thereby*, that is to say, by that act, declare himself to be such. The doubt I entertain is, whether the statute requires him to use the express words in writing, "*I hereby declare.*"'(t) In a previous case(u) in the same court, the word '*thereby*' was specifically referred to by Lord Abinger, and the decision was in accordance with the view above expressed by Alderson, B. His lordship says, 'The introduction of the word "*thereby*" into the statute is very important. It shews an intention to carry the rule further, by requiring that the declaration by the attorney of his being the attorney of the person executing the cognovit, and the statement that he subscribes as such attorney, should actually be part of the attestation itself. The word "*thereby*" seems to have been used *ex industriâ* to procure that form of attestation.' And accordingly an attestation in this form, 'Witnessed by me, W. P. as the attorney of the said A. B. attending at the execution hereof at his request, and expressly named by him,' was held insufficient, as well on the ground that the attorney did not sufficiently appear to be acting for the defendant in the particular transaction, as that it was not stated that he subscribed as such attorney.(x) But in a subsequent case, the following words, 'In the presence of me, J. N. the attorney of the said W. H.' was held sufficient to indicate that the attorney was duly acting as such.(y)

"It seems necessary, therefore, that the attestation should contain a specific statement that the witness is the attorney of the party executing; but this, together with the declaration of his subscribing as attorney, and the subsequent signature, are all that is required. The other directions which the statute gives—for instance, that the attorney should be named by the defendant(z)—need not be referred to specifically in the instrument; but the performance is mere matter of evidence.

"A cognovit contained two attestations; first, 'Witness J. B.;' secondly a formal and valid attestation according to the Act, and commencing 'Signed, sealed, and delivered in the presence, &c.' and signed B. Rowdy. It was held that the first did not invalidate the second, and that the word *signed* in the latter must be taken to refer to the signature of the defendant, and not to that of the first witness.(a)

"With regard to the 10th section of the statute, it is settled that if the defendant be himself an attorney, the rule respecting an attorney's presence does not apply.(b) Coleridge, J. however, intimates that there is little chance of any other exception being allowed; as, for instance, that barristers' or attorneys' clerks should execute warrants of attorney or cognovits without the presence of an attorney on their behalf. The Act in mentioning attorneys contemplates that defendants shall possess, at the time of signing, precisely that species and amount of knowledge which attorneys are supposed capable of imparting. An attorney, himself defendant, must of course have such knowledge; but neither the terms nor the spirit of such a requisition could be satisfied by substituting the information acquired by persons in a different branch of the profession.

"If any material alteration be made in the instrument after its completion, it must be again attested with the same formalities as before. Where, by agreement between the parties, 2,000*l.* was substituted for 1,000*l.* the original amount, and defendants immediately re-attested the warrant, in the presence of the former witnesses, by retracing their signatures with a dry pen, and again delivered the instrument as their act and deed. The attorney said, 'I must go through the same formalities,' and thereupon drew a pen over the previous attestation, and over every letter of his former signature, saying, 'I inscribe myself as such attorney,' the instrument was set aside (c) In a case decided upon the old rules, it was held that a defendant in custody in Ireland, giving a warrant to confess a judgment in the Queen's Bench here, was entitled to their benefit, and the warrant not being strictly attested, it was set aside (d)

"It seems that if the attestation be originally invalid, no *subsequent* act of the defendant, nor any lapse of time, will waive the irregularity. And he may himself apply to set aside the judgment, although since the execution he has become bankrupt.(e) But it seems that the provision of the statute is for the benefit of the defendant only, or those claiming under him; and therefore a third party who may be prejudiced by a judgment against his debtor, cannot make the objection (f) In one case Alderson, B. observes, 'If the warrant of attorney be void under the statute, how can it be waived? You have signed a judgment without an authority. It is the same as if it had been done by a stranger.'(g) In another the judgment was signed, and execution issued, five months before the bankruptcy of the defendant, and eleven months before the application by the assignees to set the judgment and execution aside for a defective attestation; nevertheless it was granted.(h) Coleridge, J. observed, 'The words of the statute are, that "no warrant of attorney *shall be of any force* unless executed with the required formalities;" but if I treat this defect as a mere irregularity, and allow it to be waived by delay, the warrant must then be of force to sustain the judgment.'

"We have seen, however, that certain *precedent* acts of the defendant will waive the omission of some of the prescribed formalities; as, for instance, where he introduces a party as an attorney who is, in truth, not one, or where he dispenses with any explanation of the nature of the document.

"*Witness to the signing and attesting.*] Mr. Bagley, in his excellent practical work, recommends that there should be a second witness to the execution of the instrument, and also to the signature of the attorney, to avoid any difficulty that may arise in case the latter should be unable to make an affidavit of the execution when required."

(i) Gripper v. Bristow, 6 M. & W. 807; 8 Dowl. 797, S.C.
(k) Oliver v. Woodruffe, 7 Dowl. 166; 4 M. & W. 650, S.C.
(l) Taylor v. Nicholls, 8 Dowl. 242.
(m) Haigh v. Frost, 7 Dowl. 743.
(n) James v. Harris, 6 Dowl. 184.
(o) Fisher v. Nicholas, 2 Dowl. 251.
(p) Robinson v. Brooksbank, 4 Dowl. 395; Todd v. Gompertz, 6 Dowl. 296; Wilson v. Price, 4 Dowl. 213; Wallace v. Brockley, 5 Dowl. 695.
(q) Potter v. Nicholson, 8 M. & W. 294; 9 Dowl. 808, S. C.; Hibbert v. Barton, 10 M. & W. 678.
(r) Poole v. Hobbs, 8 Dowl. 113.
(s) Lindley v. Girdler, Jur. Rep. 1843, p. 61.
(t) Elkington v. Holland, 9 M. & W. 659; 1 Dowl. N. S. 643, S. C.; see Hibbert v. Barton, 10 M. & W. 678, and Knight v. Hasty, 12 L. J. Rep. N. S.; Q. B. 293; Everard v. Poppleton, 13 L. J. Rep.; Q. B. 1; 2 Law T. 95, S. C.
(u) Potter v. Nicholson, 8 M. & W. 294; 9 Dowl. 808, S. C.

(x) Hibbert v. Barton, 10 M. & W. 678.
(y) Knight v. Eastcedes, Jur. Rep 1843, p. 852, reported as Knight v. Hasty, 12 L. J. Rep. N. S.; Q. B. 293.
(z) Oliver v. Woodruffe, 4 M. & W. 650; 7 Dowl. 166, S. C.
(a) Ledgard v. Thompson, 2 Dowl. N.S. 766; 11 M. & W. 40 S. C.
(b) Downes v. Garbett, Jur. Rep. 1843, p. 800; 12 Law J. Rep. N. S.; Q. B. 259 S. C.; Chipp v. Harris, 5 M. & W. 430; and see Walton v. Stanton, Barnes, 37, decided before the statute in the same way.
(c) Bailey v. Bellamy, 9 Dowl. 507.
(d) Fitzgerald v. Plunkett, 2 Str. 1247.
(e) Taylor v. Nicholls, 6 M. & W. 91.
(f) Chipp v. Harris, 5 M. & W. 430.
(g) Gripper v. Bristow, 8 Dowl. 797; Walker v. Gardner, 4 B. & Ad. 371.

(h) Cocks v. Edwards, 2 Dowl. N. S. 55.

The Law of Parochial Assessments, explained in a Practical Commentary on the Statute 6 & 7 Wm. 4, c. 96. By WILLIAM GOLDEN LUMLEY, of the Middle Temple, Barrister-at-Law. Pp. 119. London, 1844. Shaw and Sons.

This is another publication by the indefatigable Mr. LUMLEY; and as we have no other treatise on the same subject, there cannot be a doubt that it will receive a hearty welcome from parish officers and their legal advisers. The Author is one of the Assistant Poor Law Commissioners, and thus has enjoyed opportunities of obtaining the best information relating to the construction of the statute, and the practice of assessment, which he has turned to excellent account in the pages before us.

His plan is this. He first gives the statute, and then a copious commentary on the separate sections, collecting all the decisions of the Courts, and the replies of the Poor Law Commissioners, with plain instructions for the work of assessment, aided by which, the officer can scarcely fail to perform his duty correctly. He tells him how the valuation and map are to be made; and then he describes the proceedings in an appeal, and its costs, and the amending or quashing of the rate. In an Appendix he presents a form of a contract for the survey, plan, and valuation, the regulations prescribed in regard to the making of maps, and the modern statutes relating to the rating of certain property to the poor rate.

We select a few instructive passages from this very useful volume:—

RULE OF RATING.

"*Provision of the 6 & 7 Wm. 4, c. 96, s. 1.*—The first section of the statute in the text applies to the principle of the valuation, and declares, that the rate shall be made 'upon an estimate of the *net annual value* of the several hereditaments rated thereunto.' The term *net* is here introduced, and imports something other than the meaning above given to the terms *annual value*. Accordingly, the statute proceeds to define the meaning of the *net annual value* as follows: 'that is to say, the rent at which the same might reasonably be expected to let from year to year, free from all usual tenants' rates and taxes, and tithe commutation rent-charge, if any, and deducting therefrom the probable average annual cost of the repairs, insurance, and other expenses, if any, necessary to maintain them in a state to command such rent.

"The annual value of the premises is expressed by the first part of the clause; namely, the rent at which the same might reasonably be expected to let from year to year, free from all usual tenants' rates and taxes, and tithe commutation rent-charge. The subsequent matters introduced do not affect the value of the occupation, but the actual profit received by, or resulting to, the owner of the land, and so far affect what may be considered as the *net annual value*. These are the deductions for repairs and insurance. . . .

"Although the Legislature thus defined, in the 1st section, the *net annual value* which was to be the subject of the rate, in section 2, reference is made to the *gross estimated rental*, in regard to the rate on compounded hereditaments; and in the form of the rate given in the *schedule*, there is a column for the *gross estimated rental* Of this term no definition or explanation is given, either in the statute or elsewhere. The meaning of the word *rental* is not clearly ascertained, and it is manifest that it is not properly applicable in this statute, in which apparently the better term would have been *value*. Upon the passing of the Act, however, the Poor Law Commissioners expressed their opinion upon the meaning of the statute by giving definitions of *gross rent* and *net rent*. .

"*Gross rent* they define in their circular letter,

dated 3rd March, 1837, to be 'the rent which would be paid to a landlord, who himself undertakes to pay all the usual tenants' rates and taxes with which the hereditaments or premises rented by the tenant are chargeable, together with tithe commutation rent-charge, the expense of upholding the buildings in tenantable repair, insurance against loss by fire, and any other expenses (if any shall exist) necessary to maintain such hereditaments in a state to command such *gross rent*.'

"*Net rent* they define to be 'the amount which is received by, or which remains clear in the hands of a landlord after all such taxes, charges, and expenses as are above enumerated shall have been provided for.'

"Experience shews that there are three classes of cases upon this subject, in respect of the relation between the landlord and the tenant:

"1. The landlord may agree to pay all the tenant's rates and taxes chargeable upon the premises, to repair the same and to insure the property.

"2. The landlord may agree to repair and insure; leaving the tenant to pay the tenant's rates and taxes.

"3. The landlord may require his tenant to repair and insure, as well as to pay all the rates and taxes levied on the latter. . . . .

"But, as to obtain that which the statute calls the *net annual value*, the amount of the repairs and the insurance must be deducted from the gross rent, the rent paid in the third case, would, upon the supposition that it has been adjusted according to all due proportions, be the *net annual value* contemplated by the statute, being the clear profit in the hands of the landlord.

"It seems therefore, that, to obtain the *gross rental*, the intrinsic value of the land must be estimated, to this must be added the amount of tenant's rates and taxes, and tithe commutation rent-charge, together with a probable estimate for repairs and insurance. The aggregate would be the *gross rental*, or, as it should have been termed, the *gross annual value*.

"Again, to obtain the *net annual value*, from this *gross rental* must be deducted the tenant's rates and taxes, and tithe commutation rent-charge, and the probable estimate for repairs and insurance.

"It is sometimes thought that these deductions are to be made from the rent paid to the landlord, whose premises are let at what is termed *rack rent*. But this is an error, arising from the unfortunate use of the term *rental*, which so far as it is generally understood is taken to signify the rent so paid.

"The following calculations illustrate the observations which have been made:—

If the tenant pays in rent	£75
In rates, taxes, and commutation tithe-rent	10
For repairs	5
And for insurance	1
The gross estimated rental would be .	£91

"If from this sum of 91*l.* the several sums of 10*l.* 5*l.* and 1*l.* be deducted, the result would be 75*l.* the *net annual value*, being the sum which in this case is paid to the landlord.

Again, suppose the tenant pays in *rent* .	£75
In rates, taxes, and tithes	10
And landlord pays for repairs	5
For insurance	1
The gross rental will be	£91
But in like manner the taxes, the repairs, and insurance are to be deducted .	16
And the net annual value	£75

"*Lastly.*—Suppose the tenant to pay 91*l.* as gross rent, paying no other charge whatever, and the landlord pays for rates and tithes 10*l.*; for repairs, 5*l.*; and for insurance, 1*l.*; the net annual value to the latter will be 75*l.*

"These general remarks arise upon the principle of rating property expressed in this statute; but it may be serviceable to make some practicable observations upon the application of that principle. Thus, in estimating the rent at which the property is presumed to be let, reference must be made to the value of the premises in their peculiar situation or condition; so that even an accidental value, whether temporary or permanent, arising from the particular purpose to which the premises may be adapted, or from advantages of position, mode of occupation, or otherwise, must be taken into the calculation, if the advantages would enable the owner to let them at a higher rent than they would fetch but for these advantages. (*K.* v. *The Proprietors of the Liverpool Exchange*, 1 A. & E. 465.)

"Hence public-houses, shops, warehouses, situated in any particular spot may be of more value than other premises in the same locality.

"Various other illustrations might be produced, but the latest case before the courts has been that of a railway. The company in general are the owners of the railway, having station-houses, engine-houses, warehouses, and various similar properties at the terminal of the line, and at intermediate stations. These are their exclusive property, and by means of these premises they can carry on the traffic upon the line with the greatest advantage. A question has arisen as to the rating of these railways, and one question was, how to ascertain the rental. If only the line itself were considered, and it was asked what would a tenant give to rent the mere line independent of the collateral premises, the sum would be comparatively very small; this, however, it was urged was the proper criterion. The Court of Queen's Bench, decided, however, that it was not; that to estimate the value of the premises, it must not be neglected that the party occupying them had those collateral advantages; and consequently the inquiry was to be, as to the value of a railway, having at its termini and intermediate stations, proper station-houses and warehouses, and the means of conducting the traffic with the greatest prospect of profit. (*Q.* v. *South-Western Railway Company*, 1 A. & E. (n. s.) 558, S. C. 2 Lum. P. L. C. 85.)"

From this the reader will learn that it is not without just cause that we recommend Mr. Lumley's volume to his attention.

Precedents of Mortgages, Transfers of Mortgages; and Conveyances of Mortgaged Property, extending to Freeholds, Copyholds, and Leaseholds, and introducing new Forms of Copyhold Mortgages, obviating, without injury to Lord, Steward, Copyholder, or Solicitor, the present difficulties in the effecting Transfers of Copyhold Securities, and realizing Payment by Sale of the Property; with references to the Stamp Duties, Cases decided thereon, &c. By Rolla Rouse, Esq. of the Middle Temple, Barrister-at-law. London, 1844. Owen Richards. Pp. 310.

Such is the long title-page of a little law-book. But the value of a law-book is not always to be measured by its bulk; and so is it with the one before us, whose subject will of itself attract the attention of the Profession, and, if it be well executed, cannot fail to secure extensive patronage. In the country, especially, a considerable portion of the attorney's business consists of mortgage transactions, and any collection of *practical* precedents will be heartily welcomed; for every person who has had experience of law-books will admit that, though he may have volumes of precedents printed, or collected in manuscript with immense labour, it invariably happens that the one most wanted for the immediate object is not to be found. The reason of this we believe to be, that collections of precedents are always made of the more rare and difficult cases which come into conveyancers' chambers—cases which, when like ones occur in his own practice, no attorney would venture to take upon himself to transact without the aid of Counsel; while for the cases that daily come into the office, and are settled by the attorney, upon his own responsibility, no aid can be found in the books. And why? Because these books are seldom, or never, composed by the practical men of the office, but by the learned men of the chambers.

Mr. Rouse is certainly more practical than most conveyancers; but his volume is mainly devoted to the mortgage of copyholds, and, more particularly, to avoid the necessity of admission on transfer of the security, or, under a power of sale, to convey to the purchaser. He thus states his design:—

"The decision in the case of *The King* v. *The Lord of the Manor of Oundle* (1 Adol. & Ell. 283), supporting a surrender to uses of an appointment, and, subject thereto, to the use of the surrenderee, has suggested to me a plan by which all the inconveniences under the present system of mortgaging copyholds might be obviated, *without injuring the lord, the steward, the copyholder, or the solicitor*.

"A surrender in the form authorized by that case would be of but little service generally as regards *absolute surrenders*, except in manors where there is no custom to compel the admission of surrenderees; but in conditional surrenders, where it is not the custom to enforce admission whilst the surrenderor remains admitted to the copyholds, such a form may be so modified as to effect the most perfect mortgage, give a complete power of transfer to the mortgagee, and enable him to convey under a power of sale, without taking admission or obtaining the concurrence of the mortgagor.

"The surrender I propose is, to the uses of an appointment by deed or writing, to be entered, or extracts entered, on the court rolls, and to be made before the lord would require a new tenant after death of the copyholder; and subject to such appointment, to use of the mortgagee and his heirs.

"Under such a surrender the *lord* would not be injured, as he would not on a surrender in the common form enforce admission, whilst he had a tenant on the rolls, and at the third court after the death of the copyholder he would be entitled to require another admittance; or should the copyholder surrender in his lifetime, the lord would have the same remedy as at present to enforce admittance of the surrenderee.

"The *copyholder* would not be injured, as his expense would, at least on further advances, be diminished; and by freeing copyhold property from impediments in the way of transfer and disposition under a mortgage, the facility for raising money would be increased, and in all probability the money would, in many cases, be raised at a lower rate of interest."

He has divided his materials into four parts. In the *first* part he gives forms of copyhold mortgages, further charges, transfers of mortgage, and conveyances of mortgaged property; in the *second*, of mortgages, freehold and copyhold, freehold alone, and freehold, copyhold, and leasehold together; the *third* part is a collection of miscellaneous forms; and the *fourth* treats of stamps and the cases relating to them.

This is not, of course, a book from which illustrative extracts can be made, nor is it possible for a reviewer to pass a judgment upon the excellence of the forms; we can only say that they appear to us to be framed with care and learning, and, undoubtedly, they are conveniently arranged for the purposes of ready reference.

A Collection of Statutes relating generally to the Office of a Justice of the Peace; arranged in classes, with Abstracts, Notes, and a General Index. By William Golden Lumley, Esq. of the Middle Temple, Barrister-at-law. London, 1844. C. Knight and Co. Pp. 278.

This is a work which carries on its title its own recommendation. Collections of statutes upon various branches of law are essential to the lawyer, who could never trust to memory for those bearing upon any particular subject in which he may be interested. All that can be required of the editor of such a collection is accuracy in the gathering of every statute and clause of a statute bearing upon his subject, sound judgment and tact in the arrangement of his materials, skill in the preparation of his notes, where notes are wanted, and industry in the framing of a copious index.

Such are the qualifications which Mr. Lumley has brought to the preparation of this volume of statutory provisions, which relate generally to the *office*, not to the common-law duties or powers belonging to justices. These he has arranged under the following heads:—

"I. The Constitution and Continuance of Justices in their Commission.
II. The Qualification of Justices.
III. The Oaths to be taken by Justices.
IV. The General Jurisdiction of Justices.
V. The Time and Place of the Justices' Courts.
VI. The Proceedings before Justices.
VII. The Authority and Power of Justices.
VIII. The Warrants of Justices.
IX. The Privileges and Protection of Justices."

From this our readers will be enabled to judge if the book will be a useful addition to the *practical* library. We are inclined to think it will be very acceptable.

Chitty's Summary of the Office and Duties of Constables. Third Edition. By Thomas William Saunders, Esq. of the Middle Temple, Barrister-at-law. London, 1844. Shaw and Sons.

This new edition of Mr. Chitty's very useful and popular work embodies many important statutes which have been enacted since the last edition was exhausted; such as *The County and District Constabulary Acts* (2 & 3 Vict. c. 93, and 3 & 4 Vict. c. 88); the *Act to provide for keeping the Peace on Canals and Navigable Rivers* (3 & 4 Vict. c. 56); the *Act for the Appointment and Payment of Parish Constables* (5 & 6 Vict. c. 109). Mr. Saunders has performed his editorial duties with creditable industry, and has added some valuable notes, comprising the most recent decisions. It is written in popular language for the use of the unprofessional reader.

London:—Printed by Henry Morrell Cox, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by John Crockford, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the Law Times, 29, Essex Street aforesaid, on Saturday, the 4th day of May, 1844.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.
HOUSE of LORDS by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.
VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.
ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.
VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.
VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.
The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.
The COURT of EXCHEQUER by JAMES A. FOOT, Esq. of the Middle Temple, Barrister-at-Law.
The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.
The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.
ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.
BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.
CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.
NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.
WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.
OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.
SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.
ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.
REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Wednesday, April 24.

FEARNSIDE *v.* DERHAM.

Partnership articles—Retiring partner—Lien on trade fixtures—Bankruptcy—Order and disposition.

Where a partner, who owned eleven-twentieths of the capital of the firm, was entitled under the articles to the profits in the same proportion, and to have a security for the value of his share of the capital at the end of the partnership, varied the arrangement by agreeing to take five-twentieths of the profits: it was held that the right to a security for his share of the capital was not thereby affected.

A partner having a power to nominate, by will, his sons to succeed him in the business, on continuing, or bringing in a specified and large share of the capital, directed his executors to appropriate to such of his sons as should well-conduct themselves in business, such interest therein as the executors might think fit. Held, though not strictly within the power, that the surviving partners having acquiesced in that arrangement; and received the benefit of the testator's capital, which he directed to remain in the business, were bound by it.

Trade-fixtures in leasehold premises mortgaged by a firm of traders, held not within their order and disposition so as to pass to their assignees in bankruptcy, though the lease had run out, and pending the negotiation with the landlord for a new lease, the firm had occupied the premises from year to year.

JUDGMENT.

The LORD CHANCELLOR.—There was not much contest as to the facts of this case. The question was as to the rights of the parties, under these circumstances:—In 1829, William Hinde entered into partnership with three other persons, Walter Alan Hinde, James Derham, and Robert Derham, as worsted spinners and woolstaplers. The stock in trade, machinery, premises, and effects necessary for carrying on the trade were provided by William Hinde. This had belonged to the firm of Hinde and Thatcher, of which William Hinde had been a member, and was taken by him at a valuation amounting to 61,846*l.* 10s. By articles dated the 1st of June, 1829, the partnership was to continue for fourteen years, and all the mills, warehouses, machinery, and effects which had been taken by William Hinde, were transferred to the new firm, upon the terms provided in the articles. Wm. Hinde had credit with the concern for the amount of the valuation as his capital. Thus, if the partnership had been immediately dissolved, and the partnership effects had been valued at the same sum, the whole would have been appropriated to him. By the articles of partnership, it was stipulated, that William Hinde should have eleven-twentieth parts or shares in the profits of the business, and the other three partners were to have three twentieths each. It was also stipulated in the articles, that if William Hinde should die within the term of fourteen years, and nominate any son or sons to succeed him in the partnership, and his executors, or son or sons, should continue in, advance, or bring into the partnership such sum of money as and for his and their capital, as the other partners might require for that purpose, not exceeding in the whole 30,000*l.*; and the son was to have five twentieths of the gains and profits of the business, and the property of the partnership was to belong equally to the son of William Hinde to be introduced, and the other three partners in equal shares. It was likewise stipulated, that if William Hinde should die before the expiration of the term of the partnership, the surviving partners were to purchase such share of William Hinde in the partnership effects, as should not be disposed of to his sons, at such a sum of money as the same appeared to be valued at the time of the last annual stock-taking or valuation; and the surviving partners were, within one month next after William Hinde's decease, or as soon after as circumstances would permit, to execute to his executors or administrators a sufficient mortgage or mortgages of the said freehold and leasehold estates of the partnership (subject to any existing incumbrances), for securing to them the amount of William Hinde's share of the partnership effects, with interest at 5*l.* per cent. the principal to be paid by instalments of 1,500*l.*, commencing in the year 1835, and so on annually from that time. Such were the terms of the articles of partnership. If there had been no alteration in the terms, what would have been the effect if William Hinde had appointed a son to succeed him and then died? I consider, that what the value of the capital would amount to, after deducting 30,000*l.* for the benefit of the son and the surviving partners, was to be left in the business for the benefit of the surviving partners; and all the partners were to execute a *mortgage of the freehold and leasehold* partnership property, for securing the difference between the value of William Hinde's share and the sum of 30,000*l.* For example: at the annual stock-taking in June 1833, the partnership effects were valued at 51,000*l.* and the share of William Hinde therein appeared to be upwards of 41,000*l.* If the partnership had been then dissolved by his death, the surviving partners would have been entitled to have retained 30,000*l.* as the capital of the in-coming partner, and they must have given to William Hinde's representatives a security upon the freehold and leasehold property of the concern for the difference between 30,000*l.* and 41,000*l.*

After the execution of the original articles, namely, in February 1832, a new arrangement was made as to the interest taken by the partners in the profits of the concern, when a memorandum was signed, whereby William Hinde was to have five; Robert Derham, six; James Derham, five; and W. A. Hinde, four-twentieths of the concern; and no part of the capital of William Hinde was to be paid out until six years after his death. It was said, that by this new arrangement the stipulation as to the mortgage was at an end; but I consider that is not the right construction of the partnership articles. After the alteration, William Hinde had the same sum in the concern as before the memorandum of 1832. It is called his capital; it is to be paid out by instalments of 1,500*l.* a year, and his share was to be secured by a mortgage of the real property of the partnership. When I come to the memorandum, this same capital is not to begin to be paid till five or six years after the death of William Hinde. It is his capital, the balance of his share which is to be paid out, notwithstanding an alteration of his interest in the profit and loss. The stipulation as to the mortgage, therefore, was not affected. It was said that, after the memorandum, that he had no surplus interest in the property of the partnership; but I consider the terms remained the same as before, as between William Hinde and his surviving partners, and that he was entitled to a security for the value of his share beyond 30,000*l.*

The next point is, whether his will has made any alteration? In January 1834, William Hinde died, having by his will appointed his wife and Robert Lamb his executors, he recites the provision under which he had a right to appoint a son or sons to succeed him in the business, but he does not do so strictly. He does not appoint a son to succeed him, but gives a power to his widow to make another arrangement, and after her death he gives to Robert Lamb a similar power. The will directed, "that the share or interest reserved for his sons might be divided or appropriated to or for the use of the whole or any two or more of his sons, in such shares and proportions, and at such time or times, and in such manner, and subject to such alterations and restrictions, from time to time, during the remainder of the term, as his wife during her life, and after her decease as the said Lamb might think proper, and as circumstances and the conduct of his sons, or any of them, should warrant or guide her or him in the proposition of the said trade and business; but his intention was, that if his son, Thomas Forster Hinde, should live and conduct himself properly in business, he should have the whole of the said five-twentieth shares on his attaining twenty-one years of age." This is a contingent and conditional provision in favour of Thomas Forster Hinde, if he behaves well. It might be a question whether this was such an appointment as bound the partnership; but the surviving partners acquiesced in and acted upon it, and therefore are bound by it. This clause in the will was the authority to continue the 30,000*l.* in the partnership. Notwithstanding this alteration, I think there is the same stipulation in respect of their liabilities, as if the terms of the articles had been strictly followed. The surviving partners are bound to execute a mortgage for the surplus capital, and that the estate of William Hinde is now entitled to a security upon the real property of the firm for the amount of that surplus capital.

The next question is, as to the claims of the Lancaster Banking Company. Immediately after the formation of the partnership, the bank began to advance large sums of money on the security of the partnership property, and continued to do so up to the death of William Hinde, when a balance of 30,000*l.* remained due. The Banking Company was entitled to hold the securities until paid off; and Wm. Hinde's estate was entitled to the first security on the property pledged when the Lancaster bank had been paid. What, therefore, is the effect of subsequent transactions, and has the balance due to the bank been paid off after the death of Wm. Hinde? An arrangement was made between the surviving partners and the bank, the effect of which was that they agreed to continue the account, and that it should go on as before. That agreement was made between the bank and the new firm, not as surviving partners. The bank, in effect, agreed to take the new firm as their debtors, and to go on as before. That being so, more than 40,000*l.* have been paid by the new firm, and, in effect, the whole of the balance due from Wm. Hinde has been paid off, a first charge on the real estate of the partnership is therefore due to the estate of William Hinde. The account between the bank and the new firm has been renewed and repeated, so as to put an end to all account against William Hinde, the balance for which he was liable has been long since wiped off. The estate of William Hinde perty of the firm.

The next question is, as to the machinery and fixtures. The late Duke of Hamilton agreed to renew the lease, and gave his bond, in a penalty of has, therefore, the first security on the leasehold pro- 70,000*l.* to renew. While the lease was current, the fixtures and machinery formed part of the security. The present Duke of Hamilton refused to renew the lease, and an action having been brought upon the bond, the Duke paid 6,000*l.* the damages recovered. That sum was paid to the Lancaster bank. It is said that the lease having run out, and no assertion made of the lien on the fixtures, that they became chattels within the order and disposition of the new firm. But when the bond was delivered up, it was at the desire of the new firm, and they agreed to deposit the renewed lease with the bank. The Lancaster bank, therefore, held the new lease, which, after some time, had been negotiated with the Duke of Hamilton, and deposited with the bank exactly as they had held the former lease. The bankruptcy of the new firm took place, and the question is, does the lien on the fixtures continue? I think it does. While the fixtures were held from year to year, the fixtures remained still subject to the security, and, under the circumstances, the assignees take subject to it. The interest in the leasehold property, held from year to year, vested in the bank, and did not pass under the bankruptcy. This is the nicest point in the case; but, after an attentive consideration, I am satisfied the conclusion I have come to is right. The estate of William Hinde is entitled to security for the difference between the

30,000*l*. and the value of his share of the capital, about 11,000*l*. and as between the firm and the Lancaster bank, is entitled to the value of the fixtures.

Bethel, for the assignees, asked whether his lordship would not make a declaration that the new firm should stand in the place of the bank in respect of the 6,000*l*.?

The LORD CHANCELLOR.—Not at all; that is considered in the account between William Hinde and the partnership, and it is by taking that into account that the capital of William Hinde is reduced to 41,000*l*.

To be spoken to on the minutes next Wednesday.

BROWN *v*. BAMFORD.

Married woman's separate property—Clause against anticipation.

The judgment delivered a few days since in this important case has not been considered to afford a satisfactory solution of the difficulties which the judgments of the Vice-Chancellor of England in this case and in *Barrymore* v. *Ellis* have created; and it was this day mentioned to his lordship that the other branches of this court are by no means unanimous in their approbation of the law as laid down in *Barrymore* v. *Ellis*, when leave was given to re-argue that part of the case which rested upon *Barrymore* v. *Ellis*, at such time as might be convenient to the counsel in the cause.

April 24 and 26.

THE GREAT WESTERN RAILWAY COMPANY *v*. THE BIRMINGHAM AND GLOUCESTER RAILWAY COMPANY.

A motion for an injunction by the plaintiffs to restrain the defendants from injuring a tramway at Gloucester, in which both companies had qualified interests, occupied the Court the greater part of both the above days.

Friday, April 26.

DEAN and CHAPTER of ELY *v*. BLISS.

This case, which involves an important question of construction of the late Statute of Limitations as regards tithes, and upon the determination of which a great number of other cases depend, stood in the paper for judgment but, on coming into court,

The LORD CHANCELLOR said That it was a question of law upon the construction of a statute, and as he had reason to believe, that it was now under the consideration of the Court of Queen's Bench, he would postpone his judgment until he had an opportunity of inquiring

Re CLEMENTS, a Lunatic.

Practice—Costs of next of kin in lunacy—Formal applications in lunacy.

Bayly, for the committee of the estate, prayed for the confirmation of the commissioners' report.

Heathfield appeared for some of the next of kin, and another counsel for others of the next of kin, and asked for the costs of their respective clients.

It appeared that there had been some contest between the next of kin as to the right of some of them to sustain that character. It was likewise stated that some of them were resident in America, some in Ireland, and others in different parts of this country. The present application was one of course.

The LORD CHANCELLOR.—Here are six different solicitors appearing for the next of kin in a proceeding requiring no consideration, and which is a mere matter of form. I shall allow only one set of costs for the next of kin. Such has been recently the practice of the commissioner in lunacy, in consequence of a communication from me; and the parties should have made themselves aware of that, and all ought to have agreed to appear by one agent. I will make inquiry as to the effect of the special circumstances, but I am not at present disposed to vary the order I have made as to the costs.

Wednesday, May 1.

DEAN AND CHAPTER OF ELY *v*. BLISS.

Tithes—Statute of Limitations 3 & 4 Wm. 4, c. 27—Lord Tenterden's Act.

The question whether the 2nd and 3rd sections of the late Statute of Limitations 3 & 4 Wm. 4, c. 27. apply only to adverse claims between persons claiming title to the tithes, or whether they apply to questions between the titheowner and the occupiers, is a purely legal question, and proper to be decided on a case sent to a court of law, though the Lord Chancellor expressed his own opinion to be clearly in favour of the more limited construction.

JUDGMENT.

THE LORD CHANCELLOR.—This is an appeal against a decision of the Master of the Rolls. The case turns upon the construction of the late Statute of Limitations of the 3 & 4 Wm. 4, c. 27. The question, which is one of great importance, is, whether the Act relates to suits for tithes between adverse claimants to an estate in the tithes, or whether to suits between the titheowner and the occupiers of land. On the one side it was argued that the operation of the statute was confined to the first class; on the other side a more extended construction was contended for, and it was said that it applies to questions between the titheowners and occupiers. The point is one of difficulty, arising out of the expressions used in the 2nd and 3rd sections of the Act. By the 2nd section it was enacted "that no person should bring any action to recover any land, but within twenty years next after the time at which the right to bring such action shall have accrued." The words of this section are "any land," but by the interpretation clause it was declared that the word "land," when used in the Act, should include tithes. It is quite clear, and without dispute, therefore, that this section applies to the first class of claims, and is satisfied by being applied to that division of the subject. The question is, whether it would extend to the other class of cases. Now, as between the titheowner and the occupiers, there is no such thing as an action to recover tithes, and why is there to be forced construction to extend the words "no action" further than their natural import? The statute of the 2 & 3 of Edw. 6, which gives an action against the occupiers for the abstraction of tithes does not give the titheowner an action for the tithes, but for a penalty of treble value for not setting out the tithes; and why are we to give the words of that statute a forced construction? Another difficulty is, that an action under the Act of Edw. 6 only applies to predial tithes, and would not include the tithes of wool and lambs. If the Legislature intended the Statute of Limitations to apply to tithes, it is strange that one kind of tithe only should be included It was urged that the Act must receive a reasonable and not a forced construction It is said, in answer to this, that action is a phrase which must receive a liberal construction. Thus it is said a suit for tithes is not to recover the tithes, but only the value. But it would be extending this construction much further to extend it to a penal Act like that of the 2 & 3 Edw. 6, where most severe penalties are given I consider that argument is not satisfactory. A difficulty arises out of the wording of the next section of the Act, which enacts, "That the right to bring an action to recover any land shall be deemed to have first accrued when the person claiming such land, or some person through whom he claims, shall have been in possession or in receipt of the profits of such land; and shall, while entitled thereto, have been dispossessed, or have discontinued such possession; then such right shall be deemed to have first accrued at the time of such dispossession or discontinuance." That applies to a contest between two claimants of an estate in the tithes; the last time the claimant received tithe is the last time he received the profit of the estate. That does not apply to an occupier, of whom it cannot be said the last time he received tithes. What is contended for would be a forced construction of the 3rd section of the Act. Another difficulty is Lord Tenterden's Act, to what the proof of time within which tithes have been paid, has received a different construction; by that Act non-payment for less than thirty years is not a bar. That Act was passed just before the 3 & 4 Wm. 4, c. 27, and it would be strange that the Legislature should in the next session cut down the period of limitation to 20 years. These points, which require very serious consideration, were not presented to the Master of the Rolls; and if I pronounce a different decision it is probable the case must go further, and will create great expense and loss of time. It is entirely a question of law whether the Act should receive the most extensive construction. The tithe commissioners have adopted the narrower construction, and an appeal from their determination is now pending. Instead of pronouncing a decision I shall send a case for the opinion of the Court of Queen's Bench; it may be argued before the long vacation. I have considered the arguments as the question arising out of the 43rd section. I beg leave to say the plea appears to be defective, because it covers too much. The Act for the recovery of tithes relates only to predial tithes, and does not apply to tithes of wool and lambs; and the plea must apply to the 24th section (of 3 & 4 Wm. 4, c. 27), which limits suits in equity for the recovery of land to the same terms as action. If so, what suit is there in this case as to the question of tithes of wool and lambs? The plea covers too much; therefore, so far defective; but it is not necessary to decide that until the general question shall be decided The case for the opinion of the Queen's Bench must be limited to tithes of corn and grain. I ought to mention that the party who framed this plea had obviously great difficulty in applying it to the statute.

ROLLS COURT.

Friday, April 19.

BONNOR *v*. BONNOR.

A devise to a person or his children, as a third party may appoint, if no appointment be made, gives the assignees of the person no benefit or interest in the subject-matter of the devise.

This cause came on upon further directions, when it appeared that Charles Bonnor, by will, dated the 9th of August, 1837, devised, in case he (testator) died without issue, to Benjamin Bonnor (his brother) certain lands in fee, subject to a charge of 800*l*. to be paid thereout to the testator's brother, John Bonnor, or all or any of his children, in such proportions as he, the said Benjamin Bonnor, should in his discretion think proper, it being his wish that the said sum of 800*l*. should not be subject to the said John Bonnor's debts.

The testator died without issue in October 1837, and in November following a fiat in bankruptcy, issued against John Bonnor, who obtained his certificate. Benjamin Bonnor made no appointment of the 800*l*.

Piggott, for the assignees of John Bonnor, insisted that it was the testator's intention that he (J. B.) should have some benefit, and that his assignees were entitled to that, notwithstanding the provision in the will that the sum bequeathed was not to be subject to his debts.

Turner, contrà, contended that a discretion was given to B. B.; and where a discretion was given to trustees, it was not controlled by the Court, except on the ground of *mala fides* in the trustees. No appropriation of the sum in question had been made by B. B. and the Court would not compel him to make any in favour of J. B.

The MASTER of the ROLLS.—Benjamin Bonnor having a discretionary power, and not having thought fit to exercise it in favour of J. B. the assignees have no claim whatever on the fund in question.

Friday, April 26.

GUARDIANS OF THE POOR OF THE CRANBOURNE AND WIMBORNE UNION *v*. MASSON.

Practice—13th Order of 1828.

After answer to the original bill, and a common order to amend, a subsequent order to amend must be obtained on special application to the Court.

The bill in this suit was filed on the 20th of January, 1843, and the answer to it put in on the 27th of July following. The common order to amend was obtained on the 7th of December. On the 16th of December the amended bill was filed; and on the 29th of January, 1844, an answer thereto was put in, which was sufficient on the 25th of March. This last answer rendered it necessary to make an additional party, and accordingly,

Turner (*Lewin* with him) now applied to the Court specially for that purpose.

Wilcock, contra, stated that he had applied some days before to the Vice-Chancellor of England for a like order, and had been refused; and he would be unfortunate if he should fail here also. He argued that the 13th Order applied to answers to the amended bill, and not to the original bill only; and that the application should have been to the Master, and not to the Court.

The following cases were cited: *Haddelsea* v. *Neville* (4 Beav. 28); *Bertolacci* v. *Johnstone* (2 Hare, 632); *Attorney-General* v. *Nethercoat* (2 Myl. & Cr. 604); *Davis* v. *Prout* (5 Beav. 375); *Matchill* v. *Palmer* (10 Sim. 241); *Wilson* v. *Wilson* (reported in Leg. Obs.).

Saturday, April 27.—The MASTER of the ROLLS said, he had looked over the cases, and he thought the cases of *Bertolacci* v. *Johnstone*, &c. could not have been cited to the Vice-Chancellor of England in the case relied upon by Mr. *Wilcock*; and, therefore, the authority of those cases must govern the present. He was sorry there was a difference of opinion, but it might be remedied if a larger discretion were given to the Master. He must grant the motion, but would reserve the costs.

Saturday, April 27.

DENTON *v*. DENTON.

A testator by his will appoints trustees, and directs them to "pay to A (who is only equitable life tenant), or permit him to receive," the surplus rents and profits of certain lands, after making other yearly payments: the trustees acquiesce for a long time in A's receiving the rents, making the payments, &c. and in cutting timber, and otherwise acting as owner; afterwards, they bring an action at law to recover the title-deeds, to make A act as their receiver, &c.: an injunction is granted, except as to the title deeds (which A agrees to bring into court), and as to making leases without consent.

The testator by his will, dated the 21st of February, 1840, devised his estates to trustees during the life of Thomas Denton, the plaintiff, and directed them to pay certain annuities; and the surplus of the proceeds, after doing so, they were "to pay to Thomas Denton, or permit him to receive," for his life. The testator then devised the estates to the children of Thomas Denton, with a contingent limitation to one of the trustees (the defendant). Immediately upon the death of the testator in 1840, the plaintiff entered upon the estates, received the rents, paid the annuities, &c. and acted also as owner in all respects. He cut down timber, too, but applied it entirely to the improvement of the estate. No misconduct was attributed to him; but, on the contrary, it appeared he had managed the estate, &c. most beneficially. After the death of one of the original trustees, a new trustee was appointed in his room; and then it was that the plaintiff was required to give up the title-deeds, act

as the receiver of the trustees, &c.; and on his refusing, they brought an action at law. The plaintiff then filed his bill to restrain them. It was suggested by the defendants that the plaintiffs had cut timber (in which the original trustees had, however, acquiesced), and that he might do so again. Some other things of little importance also were alleged.

Kindersley and *J. Parker*, for the plaintiff.

Turner and *Malins*, for the defendants.

The MASTER of the ROLLS.—The trustees have conferred upon the plaintiff the powers which he now exercises; and they have acquiesced in his doing so, and in cutting timber, &c. I will not interfere to deprive him of these. He must, however, continue to pay the annuities, and he must not cut timber without the consent of the trustees, nor grant leases without their consent. This being submitted to, and the title-deeds given up, as he has proposed, I will grant the injunction.

VICE-CHANCELLOR WIGRAM'S COURT.

Wednesday, April 24.

CHAMBERLAIN *v.* The CHESTER and BIRKENHEAD RAILWAY COMPANY.

Injunction—Construction of railway company's Acts of Parliament.

In this case, which may prove of considerable importance to railway companies, *Temple*, Q.C. moved for an injunction to restrain the defendants from opening their line until they had completed a communicating line, in which the plaintiff was interested, and which, it was alleged by the bill, the Act of Parliament required to be done. It appeared that, on the river Mersey, there are several ferries, which, on the Chester side, are known by the names of the Tranmere ferry, the Monk's ferry, the Woodside ferry, and the Birkenhead ferry. The plaintiff is the owner of the Tranmere ferry, for the use of which he constructed docks and purchased steam boats. Mr. Price was the owner of the other ferries, and he proposed, in 1836, to form a company for making a railway, which, by means of his ferry, should communicate with Chester and Liverpool. Plaintiff also projected a similar railway to communicate by means of his ferry. Two bills were accordingly brought into Parliament, and referred to Lord Sandon and others, to decide on their respective merits. This committee thought that neither of the lines gave all the advantage and accommodation that was desirable, but ultimately decided, at the suggestion of Stephenson, the engineer, that the first-mentioned line should terminate at a place called Grange-lane, which should be the converging point of the branch lines to be made from each of the ferries, Tranmere and Woodside, and that the branch line to the Woodside ferry should not be opened before that of the Tranmere ferry. The company afterwards purchased Mr. Price's ferries, and have made their branch line to the Monk's ferry, on the ground that it is part of the ancient Woodside ferry, contending that the Act of Parliament referring to the Woodside ferry applies to any spot within the ancient Woodside grant. It was contended for the plaintiff that the company were precluded from making any other branch line, until they had completed the one to the Tranmere ferry; and that they had no right to open any line to the Monk's ferry, as that was not specified in the Act, and could not be comprehended under the Woodside ferry.

Walker, Q. C. and *Rolt*, for the Company, opposed the motion, and contended that the meaning of the Act of Parliament, in these particulars, was not, as was insisted on the other side, *compulsory* upon the company, as to the limits and exact directions of the lines, but only *enabling*, for the facilitating of arrangements between the parties for the benefit of the public. It was also objected that the motion was made too late, inasmuch as the works had been allowed to proceed since the autumn of 1843.

Judgment deferred.

Friday, April 26.

MUNDAY *v.* KNIGHT.

Demurrer—Adverse possession—Statute of Limitations—Concealed fraud.

Where a plaintiff seeks relief against a defendant holding property, as a purchaser from an adverse possessor, and the occupancy had been undisputed for more than twenty years, and the bill contained no specific allegations of concealed fraud, or of the capability of proof of the knowledge of the defendant, or of those through whom he deduced his title, of their wrongful possession; Held, that the bill was demurrable for vagueness and uncertainty.

In this case the plaintiff claimed to be the tenant by the curtesy, in right of his late wife, the daughter of Thomas Broaduox May, to whom the property in question was devised in the year 1726. The defendant acquired his title in 1797 by purchase, for valuable consideration, from the widow of the son of the guardian of the devisee, who, being an infant at the time of the devisor's decease, was entitled only, by the provision of the devise, to a certain maintenance out of the proceeds of the estate, the remaining portion being directed to accumulate until he attained his age of 21 years. It appeared, that upon the decease of the devisor, the guardian, in his capacity of trustee and executor, took possession of the estate, and kept the infant in total ignorance of his rights, supplying him only with a small maintenance; and that upon his coming of age, he was removed into the neighbourhood of his estate, his right thereto being still concealed from him, and of which he was never apprized up to the time of his decease in 1825, a period of 99 years. Upon the death of the guardian in 1781, having previously taken the name of Knight, his son took possession under some alleged deed or will, and whose widow, upon his decease in 1791, sold the estate for 40,000*l.* in 1797, to the defendant, who also took the name of Knight. It was alleged that Thomas Broaduox May received sums of money by way of support, from time to time; and that upon his decease in 1825, like payments were made to his son, William Broadnox May, at which period the fraud was first discovered. William Broadnox May dying intestate, the estate devolved *de jure* upon his sister, Mrs. Munday, the late wife of the plaintiff.

By the limitations of the devise, the legal estate became vested in Thomas Broadnox May and his heirs, on his attaining his age of twenty-one years, and, therefore, the defendant set up an old term of years to support his title by way of precedence of the freehold in the plaintiff. The bill prayed that the defendant might be restrained from setting up the term as a defence at law upon an action of ejectment, and also for general relief; a demurrer was filed to the bill, founded upon the Statute of Limitations; and the case now came on for argument upon the demurrer.

Romilly, Q.C. and *Baily*, for the demurrer, relied upon the fact of the defendant having been an innocent purchaser for valuable consideration, and in possession for more than twenty years.

Cooper, Q.C. and *J. Stevenson*, in support of the bill, contended that the fraud not having been discovered till 1825, the time would not begin to run against the plaintiff before that period—the discovery of the fraud—according to the 26th sect. of the Statute of Limitations.

Romilly, in reply, drew a distinction between cases of *express trust*, like this, and those of concealed fraud; contending that the statute limited the time as to when the trust might reasonably be discovered, *i. e.* during the continuance of the trust. The present owner, too, was a purchaser for valuable consideration, and had no notice of the trust or the will.

VICE-CHANCELLOR.—His Honour having gone through the facts of the case, and commented upon the allegations of the bill, said that the plaintiff relied upon the fact of the parties, through whom the defendant claimed, having first held the property under an express trust, and then by certain contrivances which amounted to a concealed fraud. As to the trust, that was one for accumulation of that portion of the rents and profits of the property not expended for the maintenance of the infant; and there was no allegation in the bill respecting that accumulated fund, or any relief sought concerning it. And with respect to the charge of a *contrived* and concealed fraud, there was no specific allegation, and he was at a loss to understand what it meant; as a mere occupation, without giving information to the infant of his rights, would, in a negative manner, be a concealed fraud, if known to the party occupying; the express trust had clearly ceased upon the infant attaining his age of twenty-one years, and since that period it must be considered as an adverse possession, running a very long time from 1746; so long, in fact, that it was difficult to presume that any of the parties adversely holding would have had notice of the facts alleged, as it is highly improbable that any one of them would have handed down to his successor the knowledge of his wrongful title. The allegations of contrivance and fraud are not specific, and in that and other respects the rule of intendment against the pleader must prevail; and even were the allegations of such a nature as could be supported by evidence, it is hardly possible that any witnesses would be now alive to support the bill; it is in fact a fishing bill, the plaintiff pretending to have found out that which Thomas Broadoox May and his family were unable to do; and it is impossible that the plaintiff can allege any thing of his own knowledge. There is so much vagueness and uncertainty in the whole matter, that I cannot do otherwise than allow the demurrer.

Thursday, May 2.

ATTORNEY-GENERAL *v.* POULDEN.

Accumulation—Annuities—Reduction of Public Stock.

Where there is a direction in a will to accumulate a fund, to commence at a certain event, the time legally allowed for accumulation must be computed from the death of the testator, without reference to the event mentioned; and therefore, at the expiration of twenty-one years from his decease, the trust for accumulation becomes void. Where annuities were by will charged upon a particular sum of money invested in *one of the public stocks, and the fund having proved deficient by the conversion of the stock from 4 per cent. bank annuities to 3½ per cent. bank annuities; Held, that the annuities must be affected with a proportional abatement.*

In this case, the information was filed by the Attorney-general, on the relation of certain parties, on behalf of a charity, for the purpose of obtaining the opinion of the Court on the construction of the will and codicil under which the charity claimed to be entitled.

The testator, by his will, bequeathed the sum of 10,000*l.* 4 per cent. stock, to trustees upon trust, to pay certain life-annuities, amounting together to the yearly sum of 400*l.* and by his codicil, directed that the trustees should stand possessed of the 10,000*l.* 4 per cent. stock, and the dividends thereof subject to the annuities charged upon it by the will, upon trust, as to so much of the dividends of the fund as from time to time should fall in by the determination of the annuities charged thereon; and until one-half of the dividends should have so fallen in, to lay out the same, and the resulting income thereof, in the names of the trustees, in the purchase of stock in the same or other public funds, in order to increase the capital of the fund by accumulation in the way of compound interest; and when and so soon as the one-half of the dividends should have so fallen in, then, upon trust, to apply such moiety of dividends, and also such further parts of the same, as should from time to time fall in by the determination of the annuities, and the whole of such dividends, when all the annuities should have determined, for certain charitable purposes. Upon the decease of the testator, the trustees invested the 10,000*l.* 4 per cent stock in their names, but which stock was afterwards, in 1830, converted into 3½ per cent. Reduced Bank Annuities; and consequently the dividends of the trust-fund were reduced from 400*l.* per annum to 350*l.*, the trustees, therefore, reduced the payment to each annuitant in like proportion. Several of the annuitants died, and the trustees invested the surplus dividends as directed by the codicil. The bill, therefore, prayed, among other things, that the surplus dividends so accumulated might be decreed to form part of the fund applicable to the charity, and that the surviving annuitants under the will and codicils might be declared not to be entitled to be paid more than the Reduced Annuities, and that the surplus income of the trust fund, after providing for the Reduced Annuities, might be declared to be applicable to the purposes of the charity. The questions which now arose out of this case were, 1st. Whether, under the 40 Geo. 3, c. 98, the accumulation must not cease at the expiration of twenty-one years from the *death of the testator*, and not from the *death of the first annuitant*, and whether the future surplus dividends, till one-half are fallen in, belong to the charity, or to the residuary legatees of the testator. 2. Whether the interest of the accumulated fund will be payable, until one-half of the annuities have determined, to the charity or the residuary legatees. 3. Whether the annuitants ought to be paid less than the full amount of their annuities, in consequence of the reduction of the fund from 4*l.* per cent. to 3*l.* 10s. per cent.

Cooper, Q. C. for the Attorney-general, cited *Webb* v. *Webb* (2 Beavan, 493), in support of the computation of the twenty-one years from the death of the testator. He submitted that the annuitants were not entitled to have the deficiency made up out of the accumulated fund, or surplus dividends, on the authority of *Scott* v. *Salmond* (1 M. & K. 363), and *Kendall* v. *Russell* (3 Sim. 421).

Wood followed, on the same side.

Romilly, Q.C. and *Allautt*, for the residuary legatees.

Anderdon, Q.C. for the annuitants, contended that the annuities should be paid in full, and the deficiency by the conversion of the stock made good; citing *May* v. *Bennett* (1 Russ. 370), *Davies* v. *Walter* (1 Sim. & Stu. 463); *Foster* v. *Smith* (2 Y & C. Chancery Cases, 193).

The VICE-CHANCELLOR. According to the true construction of the will of the testator, and of the codicils thereto, his Honour decreed that the several annuities thereby given, and as a fund to answer which the sum of 10,000*l.* 4 per cent. stock was directed to be set apart, became liable, on the conversion of the sum of 10,000*l.* 4 per cents. into 10,000*l.* 3½ per cent. reduced stock, to be reduced proportionably according to their respective amounts. That the direction, contained in the first codicil to the testator's will for the accumulation of so much of the dividends of the Bank Annuities as should, from time time, fall in by the determination of the annuities, until one-half of such dividend should have so fallen in, is void, so far as directing an accumulation for any more remote period than twenty-one years from the death of the testator. That the future dividends, which should accrue on the Bank Annuities, and shall not be required for the payment of the remaining reduced annuities, shall, until one-half of the dividends on the sum of 10,000*l.* 3½ per cent. stock shall have fallen in, form part of the general residuary estate of the testator, and that after one-half of the dividends

shall have fallen in, then the future dividends, subject only to the payment of then existing Reduced Annuities, shall be applicable to the charitable purposes in the codicil mentioned; but that the accumulated fund must be excluded from the bequest to the charity, not having been *expressly* disposed of for that purpose, and must therefore be held to form part of the residuary estate.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Wednesday, April 17.

REG. v. CORONER OF ROCHESTER.

Coroner's inquisition can only be held super visum corporis.

Platt, Q.C. and *Bodkin* shewed cause against a rule which had been obtained by *Jervis*, Q.C. for a *certiorari* to bring up an inquisition taken by the coroner of Rochester, in order that it might be quashed.

A body had been found dead in the river Medway, and had come to the shore out of the limits of the city of Rochester, and in the county of Kent. This rule was obtained at the instance of the coroner of Kent to try whether, under those circumstances, the coroner of the city had jurisdiction. The affidavits in opposition to the rule shewed that, from time immemorial, the coroners of Rochester had claimed to hold inquests upon bodies found in all parts of the river. In this case the coroner and the jury had gone out of the city into the county to inspect the body, and had then returned into the city, been sworn, and proceeded with the inquest within the city.

Jervis, Q. C. contended that the inquest could only be held *super visum corporis*.

He was then stopped by the Court.

Authorities cited: 6 Vict. c. 12; *Reg. v. Great Western Railway Company* (3 A. & E. N. S. 333).

Rule absolute.

RUNDLE v. LITTLE and ANOTHER.

Trespass — Liability of attorney in cases where execution has been levied, and judgment afterwards set aside.

This was an action of trespass, alleged to have been committed by the defendants, attorneys, in causing the writ of *fieri facias* to be issued; by reason of which, goods of the plaintiff were taken in execution and sold.

Plea — the general issue.

The trespass, and the fact that the sheriff's officer was set in motion by the defendants, were proved at the trial. The counsel for the defendants tendered the judgment in evidence, either as a substantive answer to the action, on their pleading, because serving to shew that the defendants had acted strictly within the scope of their duty as attorneys, or, at all events, in mitigation of damages. Coleridge, J. before whom the case was tried, received the evidence; and the jury found a verdict for the plaintiff, damages, one farthing. A rule *nisi* for a new trial having been obtained on the ground of the improper admission of evidence,

Cockburn, Q. C. and *Montagu Smith*, shewed cause. (*Sedley v. Sutherland*, 3 Esp. 209; *Codrington v. Lloyd*, 8 Ad. & E. 449.)

Crowder, Q. C. and *Bell*, contrà. (*Barker v. Braham*, 3 Wils.; *Betts v. Pallisy*, 6 B. & C. 88; *Sowell v. Champen*.)

By the COURT.—Would it not be better for the defendant to consent that a verdict be entered for forty shillings? Let him have time to consider this, and the matter can be mentioned again.

Thursday, May 2.

REG. v. BISHOP OF RIPON.

Ogle moved for a *mandamus* calling upon the Bishop of Ripon to shew cause why a *mandamus* should not issue, commanding him to permit an inspection of the registry of the presentations and inductions of the vicars of Gilling, in the county of York.

Rule nisi.

REG. v. LORDS OF THE TREASURY.

Denman moved for a *mandamus* commanding the defendants to award compensation to Mr. Reed on his retirement from the office of collector of taxes, which he had held for twenty years, at a salary of 90*l.* a year, with emoluments amounting to an average sum of 182*l.* more per annum. The Lords of the Treasury had recognized his claim for a compensation upon his salary, but refused to award him compensation upon his emoluments. He submitted that although it might perhaps have been optional with the Lords of the Treasury whether to allow him any compensation at all, that, having recognized his claim to compensation, they were compelled under the authority of 4 & 5 Wm. 4, c. 24, to award it upon the emoluments as well as the salary.

Cur. adv. vult.

STANNIFORTH v. RYALL.

Where a cause is referred to an arbitrator before trial, he has no power to direct a verdict to be entered. A cause and all matters in difference were referred to an arbitrator, all costs to be in his discretion. Held, that he could not award costs as between client and client.

In this case there were two rules; the one, for an attachment for disobedience to an award, which had been made a rule of this Court; the other, to set aside the award.

The cause and all matters in difference had been referred *before* trial to an arbitrator, *all* costs to be in the discretion of the arbitrator.

The arbitrator directed a verdict to be entered for the plaintiff, and awarded 11*l.* to be due to him. He also directed the defendant to pay the plaintiff's costs, to be taxed as between attorney and client.

Pashley now contended that the award was bad, on the ground that the arbitrator had no power, as the cause was referred before trial, to direct a verdict to be entered, and that he had no power to direct the costs to be taxed as between attorney and client.

Authorities cited: Watson on Awards, 133, 134; *Whitehead v. Perth* (12 East, 165); *Second v. Budd* (6 M. & W. 129); *Barber v. Cox* (Cowper); *Dowlan v. Brett* (2 A. & E. 346); *Hayward v. Phillips* (6 A. & E.); *Carter v. Blackworth.*

Gunning, contrà.

Rule for the attachment discharged with costs.
Rule to set aside the award absolute.

BUSINESS OF THE DAY.

REG. v. BROCKLEHURST and WILLIAMS.—These defendants were had up for judgment.—*Murphy*, Serjt. for *Brocklehurst*. *Williams*, in person. *Thesiger*, S. G. for the Crown.

Brocklehurst, twelve months' imprisonment.
Williams, six months' imprisonment.

DAVIES v. LOCK and OTHERS.—*Platt*, Q. C. shewed cause.—*Martin*, Q.C. and *Humfrey*, contra. The Court suggested a nonsuit being entered by consent.

Stands over.

KING v. BIRCH.—*Humfrey* moved for a rule calling on the sheriff to shew cause why certain sums of money should not be paid out of Court to the plaintiff.—Case cited: *Sneath* v. *Mattock* (5 A. & E. 239).

Rule nisi.

PITCHER v. HUMFREY.—*Charnock* moved to rescind a judge's order.

Rule refused.

Friday, May 3.

MARRIOTT v. MACAULAY.

This was an action brought by one attorney to recover from another the amount of the disbursements made by the former, in opposing a projected extension of the Birmingham Railway, and in endeavouring to establish a company to be called the Churnett Valley Railway Company. Two questions were raised: first, whether, on the facts, the credit was given to the defendant or his principal; secondly, whether proof should be given of the statements in an allegation set forth by way of inducement to the first count in the following terms:—"And whereas disputes had arisen between the said plaintiff and the defendant, as to the liability of him (the defendant) and of other persons to pay the said sum of money, and as to the amount due to the plaintiff in respect of the premises; and thereupon heretofore, to wit on the 20th of May, A.D. 1839, in consideration that the plaintiff then agreed, and did then put an end to such disputes, the defendant then promised the plaintiff to pay all the plaintiff's outstanding liabilities in reference to the said business comprised in the said bill, including any debts which might be due to one J. W. Rastrick, and for advertisements, solicitors' charges, &c. when the accounts should come in." That is, whether proof should have been given that there had been disputes with other persons. A verdict passed for the plaintiff, and subsequently it was agreed that the whole matter should be brought before the Court in the form of a special case.

Watson, Q.C. for the plaintiff.

Cowling, for the defendant.

Cases cited: *Burrell v. Jones* (3 B. & A. 47); *Iveson v. Accrington* (1 B. & C. 160); *Holt v. Ashurst* (1 C. & N. 714); *Toplis v. Grange* (5 Bing. 36); *Christie v. Robinson* (M. & M. 347); *Foster v. Ley* (2 Bur. N. C.); *Spenser v. Parry* (3 A. & E.); *Lembridge v. Dawbell* (5 B. & A. 117); *Hay v. Moorhouse* (6 Bing. 52); *Edwards v. Bande* (3 Dowl. N. S. 304).

Cur. adv. vult.

STEPHENS v. BELGRAVE.

Watson, Q.C. moved to cancel an annuity deed executed by the defendant to the plaintiff, upon the ground that part of the consideration had been kept back. The motion was made in pursuance of 53 Geo. 3, c. 13, s. 6.

Rule nisi.

LAURIE v. LANE.

Declaration, on a guarantee by which defendant undertook to be responsible for an amount not to exceed 1,000*l.* and not to exceed the value of certain shares the property of defendant.

Breach, alleging that 300*l.* was due.

The first plea was pleaded, except as to 200*l.* and stated that the shares were only worth 200*l.* without this that they were worth 300*l.* and concluded to the contrary. The fourth plea alleged that the shares had been deposited with the plaintiff as a collateral security, and that they had not been sold.

Demurrer to both pleas, assigning for cause that the first contained new matter and should have concluded to the contrary, and that the second did not shew that there was any agreement to sell the shares, or any power to sell them.

Case cited: *Downe v. Hatcher* (10 A. & E. 121).

Judgment for the defendant on the first plea, and for plaintiff on the second.

SPECIAL CASE.

JENKINS v. DAVIES.

The members of a board of guardians are not liable to be sued personally for contracts entered into with them in their corporate capacity. The action must be against the board.

This was an action for work and labour done to a union workhouse, in which the plaintiff had a verdict, subject to the opinion of this Court upon a special case.

The plaintiff had sent in his tender to the board of guardians, and had been employed by an order of the board. The defendant was the chairman of the board, and the question was, whether the defendant was liable to be sued personally, or whether the action ought not to have been brought against the guardians in their corporate character.

Welsby, for the plaintiff.

Jervis, P. P. contrà.

Authorities cited:—4 & 5 Wm. 4, c. 76, s. 23; 5 & 6 Wm. 4, c. 69, s. 7; 5 & 6 Vict. c. 57, s. 15; *Stewart v. Green* (10 M. & W. 711); *Blewit v. Gordon* (1 Dowl. 815); *Hinchcliffe v. Armistead* (9 M. & W. 155); 1 Williams's Saunders, 57.

By the COURT.—Of course, there is nothing to prevent a man entering into a contract with an individual member of the board personally; but if his contract is with the board, as was the case here, he must sue the board in their corporate capacity.

Judgment for the defendant.

BUSINESS OF THE DAY.

SMITH v. EVANS.—*Demurrer*.—*Cowling*, in support of the demurrer. *Humfrey*, contrà.—Judgment for plaintiff on first count; for defendant, on the second.

Saturday, May 4.

The Court mentioned the following two cases in which rules had been previously moved for:—

MAYOR OF ROCHESTER v. LEVY. *Rule nisi.*
MAYFIELD v. ROBINSON. *Rule nisi.*

PARTRIDGE v. BANK OF ENGLAND.

Erle, Q.C. and *Crompton* shewed cause against a rule which had been obtained by *Kelly*, Q.C. to set aside verdict for defendants, and for a new trial.

The plaintiff had given authority to a stock-broker named Wakefield to sell stock belonging to him, and had given him warrants. Wakefield deposited them with his bankers, from whom he borrowed 2,000*l.* and then absconded.

The bankers presented the warrants at the Bank, who, however, had heard that Wakefield had absconded, and said they must protect the stockholder. This action was brought to try who was the real person entitled.

Cur. adv. vult.

MERCER v. TEMPERLEY.

Personal liability of an agent for freight.

Platt, Q. C. and *Robinson* shewed cause against a rule obtained by *Peacock*, to set aside the verdict for the plaintiff, and for a new trial.

The action was brought to recover freight for certain goods which had been conveyed by the plaintiff's vessel, and received by the defendant. The declaration was a special one, setting out the charter-party and bill of lading, and alleging that in consideration of the plaintiff's delivering the goods to the defendant without his insisting upon his lien for freight, the defendant promised to pay, &c. There had originally been an *indebitatus* count, but it had been struck out by a judge at chambers, the plaintiff having elected to retain the special one.

The points raised were, first, whether, upon the evidence and some correspondence between the parties, the special promise had been made out; and, secondly, whether the defendant, who had received the goods as agent, and not as owner, was liable, on general principles.

The goods were imported in defendant's own name, and delivered into his own barges.

Peacock, contrà, contended that even if there were an implied promise to pay freight, there was no evidence of the particular contract alleged in the declaration, and that as there was no *indebitatus* count the plaintiff could not recover in this action.

By the COURT.—Upon this evidence the plaintiff could only have recovered on the *indebitatus* count.

Cases cited: *Domett v. Beckford* (5 B. & Ad. 521); *Amos v. Temperley* (8 M. & W.); *Sanders v. Vanzeller* (2 G. & D. 244); Story's Principal and Agent, 226; Abbot on Shipping, 286; *Evans v. Marlett* (1 Ld. Raymond, 271).

Rule absolute.

REG. v. JUSTICES OF KENT.

Deedes moved for a *certiorari* to bring up an order made by certain justices of Kent. An order of removal was obtained in July last by the parish of Seven Oaks to remove a pauper to St. Luke's, Middlesex. The order was served in August. The next sessions were on the 17th October. On the 14th October the respondents received a notice of appeal for the *next* sessions. Neither party attended at the sessions on the 17th October, and the respondents did not attend the ensuing sessions in January, as they conceived that the notice of appeal, though a bad one, applied to the October sessions. The appellants, however, attended, and the order was quashed. This order of sessions was now sought to be removed. *Rule nisi.*

WADSWORTH v. DREW.

Platt, Q. C. shewed cause against a rule obtained by *Pike*, on the part of the plaintiff, to enter a nonsuit instead of a verdict for the defendant, in order to enable the plaintiff to bring a fresh action.

Rule discharged.

Monday, May 6.

LUCAS v. JONES.

A document purporting to be a settlement in account, and a mutual discharge, requires a receipt stamp.

Platt, Q. C. and *Barstow* shewed cause against a rule obtained by *Jervis*, Q. C. for a new trial, and to set aside verdict for defendant.

The question was, whether the following document, which had been admitted for the defendant to prove a plea of payment, was admissible without a receipt stamp:—

"Mr. Jones having rubbed off the sum of 72*l*. 3s. 9d. off his mortgage debt, being five quarters' rent of his house, I hereby discharge him.

(Signed) "——."

The document had been a settlement of account between two parties, one of whom owed rent to the other, and had a claim upon his landlord for principal and interest of a mortgage.

Authorities cited: 35 Geo. 3, c. 55, s. 6; 1 & 2 Viet. c. 85. *Rule absolute*

BUSINESS OF THE DAY.

BOTTOMLEY v. BUTTERWORTH

Cowling shewed cause against a rule obtained by *Kelly*, Q. C. to set aside an award.

Rule discharged, reserving power to the arbitrator to correct his award as to one part.

REG. v. BUNT and OTHERS.

Warren moved to bring defendants up for judgment The affidavits did not shew any sufficient service of notice on them or their bail. *Rule refused*

REG v. SITZSERT.—The defendant, who had been found guilty of a conspiracy, was brought up for judgment. *Chadwick Jones*, in mitigation of punishment; *Erle*, Q. C. contra. Sentence,

Six months' imprisonment.

Re THE COMMISSIONERS OF THE KEYMINGHAM LEVEL DRAINAGE.—*Erle*, Q.C. and *Raines* shewed cause; *Kelly*, Q. C. and *H. Hill*, contrà. *Cur. adv. vult.*

REG. v. THE HULL AND SELBY RAILWAY COMPANY.—*Erle*, Q. C. and *Taprell*, shewed cause. *H. Hill*, contrà. *Cur. adv. vult.*

WESLEY v. MARWOOD.—The Court said that in this case there would be a rule. *Rule nisi.*

Tuesday, Feb. 20.

REG. v. TITHE COMMISSIONERS.

Whitehurst moved for a rule to shew cause why a prohibition should not issue to prevent them from interfering to correct or alter an award made by them, of which the Dean of York was formerly rector impropriate, but which now belonged to the Ecclesiastical Commissioners, who desired to have the award rectified as to some alleged errors. *Cur. adv. vult.*

REG. v. GREAT NORTH OF ENGLAND RAILWAY.
Ex parte DODDS.

Mandamus—Liability for costs in cases of mandamus to assess damages.

Bovill applied for a rule calling on the defendants to pay the costs of a *mandamus* to them to assess damages done by them to Dodds in the construction of their line. Thirteen rules had been obtained on behalf of Dodds and other parties by the same attorney. When they came on to be argued, *Addison*, for the defendants, had suggested that a difficult point of law would arise, and the Court, in consequence, granted the *mandamus* in all the cases with a view to its being raised upon the return. The company, however, did not wait for the return, but almost immediately after the *mandamus* had issued, summoned a jury, and proceeded to assess damages. In Mr. Dodds's case, 165*l*. was awarded, he having previously claimed 300*l*. and the company having tendered him 100*l*.

Wortley, Q. C. and *Addison*, contrà, contended that great useless expense had been incurred by the prosecutors, and that they had not acted in a way to entitle themselves to charge the company with all their proceedings.

Rule absolute in the first instance.

Re BENNETT and SIDNEY.

When the clerk to commissioners, under an Act of Parliament, enters into an agreement of reference in his own name, and for himself, his executors, administrators and assigns, although as such clerk, he will be personally bound, and the Court will enforce the award against him.

The *Solicitor-General*, *J. Henderson*, and *J. Gray* shewed cause against a rule obtained by *Barstow*, calling upon Edward Bennett to shew cause why he should not pay to Robert Sidney the sum of 400*l*. pursuant to an award made between the parties under a rule of Court.

The commissioners of the town of Wolverhampton had required, for the purposes of some local improvements, a shop occupied by Sidney, in Wolverhampton. They had agreed that compensation was due to him, and, for the purpose of ascertaining the amount, it had been agreed to refer the claim to certain arbitrators. An agreement of reference was drawn up between Edward Bennett, *as clerk to the commissioners*, and Robert Sidney. The agreement, however, provided that each of *them, their and his executors and administrators*, should and would well and truly keep the said award, &c. The award found, that the amount of compensation which the said R. Sidney was entitled to receive *from the said commissioners* was 400*l* and ordered the said Bennett, *as clerk to the said commissioners*, should pay the same. The commissioners had afterwards come to a resolution, "that their clerk be instructed to resist Mr. Sidney's demand for payment of the sum awarded to him by Mr. Alexander."

On behalf of Bennett, it was contended that the commissioners had no power to refer, a method of ascertaining damage being pointed out by their Act, viz. by summoning a jury; and also, that Mr. Bennett was only a party to the reference, in his capacity of clerk, and could not, therefore, be made personally responsible.

On the other side, it was argued that Bennett had made himself personally liable by the terms of his agreement.

By the COURT. The words "for himself, his heirs executors, and administrators," shew that the intention was to bind him personally. Whether or not his goods might have been taken in execution if he had been sued under the Act as clerk to the commissioners, is beside the question. He has entered into a personal engagement and is liable. We cannot see that this award is bad on the face of it, and no other objection can be made to it upon this rule

Cases cited: *Wormwell* v. *Hailstone* (6 Bingham, 668); *Corpe* v. *Glynn* (3 B. & Ad. 801); *Hairris* v. *Timmins* (1 M. & W. 510). *Rule absolute*

REG. on the prosecution of ROBERSON v. GRIMSHAW

Erle, Q. C. shewed cause against a rule which had been obtained for a *quo warranto*, calling on the defendant to shew by what authority he held the office of coroner of Wigan.

The COURT held that there was sufficient ground for issuing the writ, and that the points could be better argued upon the return than upon this rule

Rule absolute.

SCOTT v. VAN SANDAN.

Erle, Q. C. moved for a rule *nisi* to set aside an award. *Rule nisi.*

REG. v. KING, BURCH, and OTHERS.

The report of this case is reserved till next week, in order to give it more fully.

REG. v. TALBOT.

J. W. Smith shewed cause against a rule obtained by *Jerris*, Q. C. calling upon Mr. Talbot, one of the tithe commissioners, to grant a feigned issue to try the boundaries of two parishes (stats. 1 Viet. c. 69, 2 & 3 Viet. c. 62, s. 3).

Rule absolute, upon certain terms.

Wednesday, May 8.

REG. v. THE COMMISSIONERS FOR BUILDING CHURCHES.

Where the Church Building Commissioners have built a chapel under an Act of Parliament which directs them to allot certain convenient pews to certain parties, if the allotments made by them are insufficient, this Court can only interfere at the time, and not after a lapse of years.

Erle, Q. C. shewed cause against a rule which had been obtained by *Kelly*, Q. C. for a *mandamus* commanding the commissioners to allot sufficient pews in the church at Highgate to the master and wardens of Highgate grammar-school and their families. The school was established in 1666. The master and wardens were incorporated, and afterwards received a grant from the Bishop of London, duly confirmed by the Dean and Chapter of St. Paul's, of the site of the old chapel. The old chapel fell into decay, and, upon its being proposed to erect a new one, it was referred to one of the masters in Chancery to report upon the subject. Among other matters, he reported that in the new chapel convenient sittings ought to be reserved and effectually secured for the master, wardens, and scholars. An Act of Parliament, 58 Geo. 3, was passed in consequence, in which it was provided that sittings should be reserved for the master and wardens, *and their families*. When the chapel was built, seats were reserved, which, however, were not, in the opinion of the wardens, &c. sufficient. Negotiations had taken place from time to time, but as nothing satisfactory had ever been agreed upon, this rule was, at length, applied for.

It was contended for the defendants that a sufficient accommodation had been provided for, that the wardens, &c. being a corporation, the words "and their families," were mere surplusage and nonsense, and could have no meaning; and secondly, that the commissioners had long ago fulfilled their duty, and were *functi officio*, and had no power of interference; and thirdly, that the lapse of time was a bar to the application, as against any one. On the other side it was argued that if there was any limit of time by which the Commissioners were exonerated, they might by their own negligence deprive the parties of their rights.

The argument took place yesterday, and the Court took time to consider, and delivered judgment this morning.

By the COURT.—We were very much struck with the great inconvenience which would arise if a new arrangement were to be made when parties are in possession of pews. We find that since their original duties have ceased, the commission have no authority whatever to do any thing with respect to the chapel. In the first instance, this Court might have been applied to, if they had refused to do any thing required by the Act; but if we were now to order them to do this, we should be ordering them to commit a trespass. We have no power to direct them to act, because they have no power to act.

REG. v. JUSTICES OF CORNWALL.

If quarter-sessions refuse to go into an appeal because they think the grounds of appeal insufficient, that is a hearing by them, and this Court will not renew their decision by mandamus.

Montague Smith shewed cause against a rule obtained by Greenwood for a *mandamus* to the justices to enter continuances and hear an appeal.

The appellants, in their grounds of appeal, set up a subsequent settlement by apprenticeship in a third parish. At the trial, the respondents objected to the appellants going into their case, because the grounds of appeal did not give the date of the apprenticeship. After hearing the question argued, the sessions held the grounds insufficient, and refused to hear the appellant's case.

On the part of the appellants it was now contended that the sessions, whether right or wrong, had entertained the appeal, and had decided it upon a point within their jurisdiction, and that the Court would not interfere by *mandamus*, and that this case was determined by *Reg.* v. *Kesteven*

By the COURT. What do you say to this Mr. Greenwood?

Greenwood. That assumes that every indenture of apprenticeship has a date.

By the COURT.—No; but the sessions have decided that it was necessary in this case that the date should appear in the grounds of appeal. The rule must be discharged.

Greenwood.—Not with costs, I hope; The case cited had not then been decided.

By the COURT. If the magistrates are the real defendants their costs must be paid.

Case cited *Reg.* v. *Kesteven* (LAW T. *ante* p. 55.)

Rule discharged.

SELBY v. BROWN.

Practice.—Issuable plea.

Hugh Hill shewed caused against a rule obtained by Fitzherbert to set aside a judgment signed by the plaintiff as for want of a plea. The defendant was under terms to plead issuably. The action was debt, on a demise for rent payable quarterly. The defendant pleaded two long pleas; one to a certain part of the rent for a time less than a quarter, and the other to the residue; each plea setting out the same facts, viz. that they were the fee-simple of a certain corporation who, before the plaintiff had anything in the premises, leased them to one Staly, the lease containing certain covenants, and also a clause of re-entry and forfeiture; that Staly assigned to the plaintiff, and that before the demise to the defendant, Staly and the plaintiff had committed breaches for which the corporation had availed themselves of their right of re-entry, and had ejected the defendant before the end of the first quarter. For the plaintiff it was contended, that these were not issuable pleas; that the first was in fact pleaded to nothing, as no rent became due till the expiration of the first quarter, and that they amounted to the general issue.

The defendant argued, that the pleas tendered material issues, and that even if they were bad on special demurrer, the plaintiff could not take the law into his own hands and sign judgment.

Case cited: *Waddilove* v. *Bennett* (2 Bing. N. C.).

Rule discharged with costs.

Re Charlotte Griffin.
The duties of coroners' juries.

Platt, Q. C. moved for a *certiorari* to bring up the inquisition of the coroner in this case, with a view to expunging parts of the finding of the jury, in which they had imputed blame to a clergyman named Scratchley, and which, having come to the ears of the bishop, had been attended with serious consequences to that gentleman.

By the Court.—These juries have no right whatever to take upon themselves a power which does not belong to them, and to make imputations under the semblance of authority. It is not clear that they do not subject themselves to the libel law by doing so. All parties should recollect that the jury have no power to decide upon matters which are not submitted to them, and that on attempting to do so, they attempt an injurious exercise of power which they do not possess. We do not find any authority for granting the rule, but the purpose will probably be answered by the opinion we have expressed.

Rule refused.

Reg. v. Dunn, Bennett, and Others.
In proceedings by certiorari, if there is any ambiguity as to who are the prosecutors, the Court, upon making an order for costs, should be asked to fix upon the parties, and the other side cannot afterwards do so.

The *Solicitor-General*, *Erle*, Q. C. and *Cole* shewed cause against a rule for an attachment for costs obtained by *V. Lee*. An order of the corporation of Lichfield had been brought up by *certiorari*, under the 44th section of the Municipal Reform Act. In disposing of the order, the Court had ordered that the prosecutors should pay the costs; but it had not been ascertained, and did not appear in any way, who the prosecutors were. It was now sought to treat as prosecutors a number of persons who had made affidavits and been active in promoting the original order.

By the Court.—It is to be regretted that when the Court decided that the prosecutors must pay the costs, our attention was not called to the peculiar practice of the Court with respect to removals by *certiorari*. The Court alone has power to fix upon the person who should pay these costs. It cannot be supposed that the parties are to be at liberty to choose at their own discretion from among those who made affidavits, and say, "You are the prosecutors." This omission cannot now be supplied by an attachment against any one whom the parties choose to fix upon. We ought to have been called upon to exercise our own discretion at the time. These persons are selected entirely at the will and pleasure of the persons who obtained the *certiorari*. *Rule discharged.*

Re Postlethwaite.
Striking an attorney off the rolls.

Watson, Q. C. shewed cause against a rule obtained by *Robinson*, to strike a Mr. Postlethwaite off the roll of attornies. The ground for striking him off was, that he had charged in a bill of costs, and sworn to in an affidavit of increase, certain expenses of witnesses, which they had never received.

Rule absolute.

Reg. v. Frampton.

Barstow shewed cause against a rule obtained by *Cockburn*, Q. C. why defendant should not be discharged from an indictment upon which he had been convicted, of not repairing a road, which he was bound to do *ratione tenuræ*. A certificate had been given that the road was now in good repair. *Barstow* objected that the certificate was not sufficient, as it did not shew that the road had been repaired since the conviction, but might be merely the opinion of the justice in opposition to the jury.

Rule enlarged.

Barlow v. Barlow.

Robinson shewed cause against a rule obtained by *Pashley*, to set aside an execution, and make the judgment-roll conformable to the truth.

A *fi. fa.* had issued into Middlesex, and afterwards a *testatum fi. fa.* into another county. The first *fi. fa.* had not been returned until after the issuing of the second, though the second recited its return in the usual way. (Lush's Practice, 502, 503; *Hunt* v. *Dampier*, 4 Maule & S. 329.) *Rule discharged.*

Reg. v. Maryport and Carlisle Railway Company.

Robinson shewed cause against a rule obtained by *Watson*, Q. C. for a *mandamus*, ordering the defendant to summon a jury to assess further damages done to the prosecutor by their line, one assessment having been made already. There was a provision in the Act for ascertaining damages of less amount than 20*l.* before a magistrate. It appeared from the claims of the prosecutor, that the sum for which there was any pretence for making the prosecutor liable did not amount to 20*l.* *Rule discharged.*

Doe *dem.* Allanson v. Allanson.

Baines, Q.C. shewed cause against a rule obtained by *Watson*, Q.C. for a new trial. The cause was set down No. 1 in the list at the last assizes, and no one appeared on behalf of the defendant. There was an affidavit that the attorney was taken ill the day before the trial, but it also appeared that he arrived at York an hour before the trial. *Rule discharged.*

Re Halley.
Re-admission of an attorney.

Platt, Q.C. applied for a rule for the re-admission of Mr. Halley as an attorney. *Robinson* opposed it on the part of the Law Society, on the ground that he had been struck off the rolls for misconduct many years ago. The Court, however, thought the time had come when he might be re-admitted.

Rule absolute.

BUSINESS OF THE DAY.

Nokes v. Morrell.

Watson, Q C. shewed cause against a rule obtained by *V. Lee*, to reduce the damages, on the ground that part of the damages recovered were for breaches of promise in the life-time of the plaintiff's husband.

Rule absolute.

Reg. v. Clement Rogers, Esq. and Others.

Archbold moved for a rule to shew cause why a *mandamus* should not issue, ordering the defendants to issue their warrant to levy certain rates upon a parishioner of Todmorden, in Lancashire.

Rule nisi.

Leven v. Berkeley.

The *Solicitor-General* shewed cause against a rule obtained by *Platt*, Q.C. for a new trial, and which had been ordered not to go into the new trial paper.

Rule discharged.

Archbell v. Walker.

Crowder, Q.C. and *Cole* shewed cause against a rule calling upon one Wright, an attorney, to deliver up certain papers.

Rule discharged without costs.

Reg. v. William Baker.

Allen moved for a rule to shew why the defendant should not be admitted to bail upon three several inquisitions taken before the coroner of Worcester, and also to bring up the inquisitions by *ce. iorari*.

Rule nisi.

Reynolds v. Murray.

Butt moved for a rule, calling upon the personal representative of the plaintiff deceased, to shew cause why it should not be referred to the Master to ascertain the amount received under an *elegit* against the defendant. *Rule nisi.*

COURT OF COMMON PLEAS.

Friday, May 3.

Boodle v. Cambell.

To a declaration in debt for rent, a plea to the further maintenance of the action pleaded to a portion of the rent, that since action brought, the defendant had been required to pay such portion of the rent, under threat of ejectment by the devisees of a person to whom the plaintiff had, prior to the demise, sold that part of the premises in respect of which such portion of rent was demanded, and that defendant had, in consequence of such threat, paid the same to the devisees, is bad in substance either as a plea of eviction or a plea of payment.

The declaration was in debt on a lease from the plaintiff to the defendant, by which certain premises were demised to the latter for 10 years, at the yearly rent of 76*l.* 10*s.* payable half-yearly. The declaration set out a covenant on the part of the defendant for payment of the rent, and alleged as a breach the non-payment of one year and a half's rent. The defendant's third plea was pleaded to 40*l.* 10*s.* parcel of the sum in the declaration demanded, and to the further maintenance of the action; and the plea was in effect that before the demise to the defendant, as set out in the declaration, the plaintiff by lease and release conveyed a portion of the demised premises to one E. Boodle, and that E. Boodle afterwards died, having previously devised by will the premises to Ann Boodle and one Pickstock; that after the commencement of the present action, Ann Boodle and Pickstock, the devisees under the will of E. Boodle, gave notice to the defendant to pay to them the rent not then paid to the plaintiff, which had accrued due in respect of that portion of the demised premises so conveyed by the plaintiff, and threatened to eject the defendant if he did not pay the same to them; that the defendant thereupon, and in consequence of such threat, paid the sum of 40*l.* 10*s.* to the devisees, and that the same sum of 40*l.* 10*s.* is the fair and proper apportioned rent due in respect to that part of the demised premises which had been so conveyed by the plaintiff, concluding with a verification. To this plea the plaintiff demurred.

Channell, Serjt. and *Willes*, in support of the *demurrer*.—The plea is bad in substance: this is pleaded as a plea of eviction; without its being an eviction, it would amount to a plea of *nil habuit in tenementis*, and therefore bad. *Sapsford* v. *Fletcher* (4 T. R. 511), *Taylor* v. *Zamira* (6 Taunt. 524), and *Pape* v. *Biggs* (9 B. & C. 245), are cases where a payment was made in respect of what was a charge upon the land at the time of the demise, which is otherwise in the present case. As an eviction it is bad, because it does not state that the eviction did not take place before the rent accrued due.

Tindal, C. J.—There must be some remedy for the tenant, but you say it is in equity.

Talfourd, Serjt. contrà.—This plea amounts to a plea of payment under compulsion, and is therefore good; it is analogous to *Johnson* v. *Jones* (9 Ad. & Ell. 809), with this difference only, that there was a mortgage of the whole premises; here a conveyance of only a part, and there a plea to an avowry for rent of payment by the tenant to a mortgagee, to whom the premises had been mortgaged prior to the demise, was held substantially to be a plea of payment, and not of *nil habuit in tenementis*, nor of eviction. [Tindal, C. J.—The present case seems certainly very much to resemble *Johnson* v. *Jones*. Cresswell, J.—You do not put it as a payment shewing an attornment of the tenancy?] No; I put it as a compulsory payment of a proportionate part of the rent to a person who derived through the plaintiff, the power of ejecting if not paid.

Channell, Serjt. in reply.—*Johnson* v. *Jones* is distinguishable. There, as in all the other cases where the payment has been allowed to be pleaded, the payment had been made in respect of what before, and at the time of the demise, was a charge on the premises. All the authorities decide merely this, that where A is bound to pay a sum of money, and the person entitled to receive it has a charge for the same on the premises in which B is the occupier, then B may pay out of the rent so much as is due on account of the charge; the party in such cases, to whom B has been permitted to pay, having some right, by distress, ejectment, or otherwise, to take some proceeding against the land itself for satisfying his charge. Here at the time of the demise there was no charge. [Cresswell, J.—You say here the tenant has not discharged what was previously a charge on the land.] Yes. It is necessary that the plea should shew that there was some debt due from the plaintiff, and also that the debt was a charge upon the land, or it cannot come within the cases which have been cited, as a plea of payment. [Cresswell, J.—What was there to be paid?—there was no debt.] It must then amount to a plea of eviction, and it is then bad, as being after the rent became due.

The Court.—This plea cannot be sustained either as a plea of eviction, or of payment of this portion of the rent by compulsion to a person authorized to receive it as a charge on the land; as an eviction, the plea should shew that it was before the rent became due, whereas here it is not until after action brought. How, then, is this a plea of payment to a special agent of the landlord? In the authorities cited, where such a payment has been allowed, there has been some charge on the land, either a ground-rent issuing from the premises, with a power of distress, or a mortgage. Here, before the present devise, there is stated to have been a conveyance to one in right of whom the devisees claim the rent in respect of part of the demised premises. In this case there is no means of apportioning the rent. If after a demise the landlord sells part of the demised property, that does not disturb the tenancy, but the tenancy of part goes with the reversion of such part, and the law will then apportion the rent. That does not apply here. Who is to say that the devisees will be content with the proportion that the jury may make? The law has not here the power of apportioning; all the parties are not before the Court. There was not here any charge on the land in favour of the party to whom this payment of rent was made; no debt was here due from the landlord, nor any authority to the party to whom this was paid given by the landlord to receive it; therefore this plea cannot be supported as a plea of payment.

Judgment for the plaintiff.

Kaye v. Dutton.

Channell, Serjt. for the plaintiff, and *Dowling*, Serjt. for the defendant, argued the demurrer in this cause. *Cur. adv. vult.*

Harper v. Phillips.
Writ of trial—Issue—Waiver.

Talfourd, Serjt. applied for a rule to shew cause why the writ of trial in this cause should not be set aside. The declaration was for goods sold and delivered, work and labour and account stated; the pleas were payment into court of 1*l.* 6*s.*, and except as to that sum, never indebted, and the Statute of Limitations. The plaintiff's claim was in respect of work done in the years 1835 and 1836; the defendant was not served with process until January 1844, but in the issue the plaintiff stated the writ to have been issued in July 1841. Objection was taken at the trial to this; but the under-sheriff of Gloucester, before whom the cause was tried, refused to take notice of the writ, except as it appeared on the record. The affidavit stated that the roll had been searched, and that the writ had not been returned and continuances entered to save the statute. [Cresswell, J.—Did not the issue disclose this objection?] Yes. [Cresswell, J.—Should not you have taken an

earlier step, and instead of proceeding to trial, have applied to set the issue aside?]

The COURT.—Your objection is against the issue. The trial seems to have been right, and the objection comes now too late. *Rule refused.*

EMERSON v. BROWN.

Practice.—In this court a rule nisi is no stay of proceedings, unless previous notice of the application has been given to the opposite party.

Byles, Serjt. moved to set aside appearance entered by the plaintiff according to the statute, on the ground that no writ of summons had been served on the defendant.

The COURT granted a rule nisi, but as no notice had been given to the plaintiff of this application, stated that, according to the universal practice of this Court, this could not be any stay of proceedings; accordingly, *Byles*, Serjt. declined then to take his rule, leave being given him to renew his motion on a subsequent day, after notice should have been given of the same.

HOLLINGSWORTH v. BOUSER.

A prisoner is entitled to his discharge under the 48 Geo. 3, c. 123, notwithstanding the debt is for rent of premises, which he perversely refuses to deliver up to his landlord.

Dowling, Serjt. applied for the defendant's discharge under the 48 Geo. 3, c. 123, the debt being under 20*l.* and the defendant having been in prison for more than a year.

Channell, Serjt. shewed cause in the first instance, on the ground that the debt was in respect of rent for premises of which the defendant is tenant, and that he perversely refuses to deliver up possession.

The COURT.—We do not think we have any discretion in the matter. The defendant is entitled to his discharge as of right. *Rule absolute.*

Monday, May 6.

BROOKS v. HODSON.

Practice—Judgment on a judge's order—Amendment.

In this cause a judge's order had been made by consent, authorizing the plaintiff to sign judgment and issue execution for the sum of 1,452*l.* 14*s.* 4*d.* if the same should not be paid by certain instalments mentioned in the order; default was made in payment of the first instalment. No declaration had been delivered prior to the order of the learned judge, but at the time of signing judgment the plaintiff prepared a declaration in debt, in which the aggregate sum demanded was 4,800*l.* Judgment was signed for this amount, and execution was issued accordingly for the same; but a direction to the sheriff's officer was indorsed to levy the sum really due by the judge's order. On a former day, Sir *Thomas Wilde* obtained a rule to set aside this judgment and execution.

Channell, Serjt. now moved for a cross rule, either to be allowed to amend the declaration and judgment roll, and *fi. fa.* to the proper sum for which the plaintiff had leave by the judge's order to sign judgment, or to let the same stand in the declaration, and be allowed to enter a *remittitur* for the residue; the plaintiff submitting to such terms as to payment of costs, or otherwise, as this Court should think fit.

Rule nisi accordingly, to come on for argument with the rule obtained by Sir Thomas Wilde.

The cases of *Webber* v. *Hutchins* (8 M. & W. 319), and *Phillips* v. *Birch* (5 Scott, N. R. 178), were referred to.

LANGFORD v. WOODS.

Practice—Amending declaration by adding a new count after two Terms had elapsed since appearance—Good faith.

Talfourd, Serjt. shewed cause against a rule obtained by *Byles*, Serjt. calling upon the plaintiff to shew cause why the amendments of the declaration in this cause, made pursuant to the order of Coltman, J. should not be disallowed or struck out, and why the plaintiff or his attorney should not pay to the defendant his costs occasioned by such amendments, together with the costs of his application.

The defendant's appearance to this action was entered on the 29th June last. On the 3rd Nov. the declaration in an action on the case was delivered, complaining of the defendant having wrongfully pulled down a chimney belonging to a messuage in the occupation of plaintiff's tenant. The defendant having pleaded not guilty, and two pleas of justification, took out a summons on the 23rd Nov. for liberty to add another plea. The plaintiff was also desirous to amend his declaration, and on the 24th Nov. some understanding was apparently come to between the attorneys for the respective parties, though from the affidavits now filed there were very conflicting statements as to what such understanding was; the question being, whether it was not then agreed between the parties that the cause should stand over, the defendant being allowed to amend his pleas without payment of costs, and the plaintiff to be allowed to apply, when he should think proper, for leave to amend his declaration. The plaintiff took out his summons to amend the declaration on the 22nd January last, which was returnable before Coltman, J. who made the order to amend generally, now objected to. The objection to the allowing this amendment was, that in the absence of any agreement between the parties, the plaintiff was too late, inasmuch as the amendment, which was to add a new count to the declaration, must necessarily be in respect of a new cause of action, or otherwise it would be in violation of the new rules of pleading. Therefore to allow such an amendment, would, it was said, on the part of the defendant, be tantamount to allowing the plaintiff to declare after two Terms had elapsed since the appearance.

Byles, Serjt. was heard in support of the rule.

The COURT said that the question was, what was the understanding between the respective attorneys of the parties on the 24th Nov. last. It appeared to the Court from the affidavits that the defendants knew at that time of the plaintiff's intention to amend his declaration, and that there was such an understanding between the parties as to lead the plaintiff to suppose that no such objection as this would have been made. The defendant ought not now to be allowed to set up the strict rule of law. The real question was, whether, if the plaintiff had not declared at all up to the 23rd Nov. and the defendant had signed judgment of *non pros.* the Court would not, after such an understanding come to as the affidavits disclosed, have set such judgment aside as being contrary to good faith.

Rule discharged without costs—defendant to have a week's time to plead.

HEWITT and OTHERS, Assignees of the Sheriff of Surrey, v. RAYMOND and OTHERS.

Replevin—Action on bond—Staying proceedings.

Talfourd, Serjt. moved for a rule to stay the further proceedings in this cause.

This was an action on a replevin bond brought in this Court against the plaintiff in the replevin suit and his sureties, for an alleged breach of the condition to the bond. A distress had been made in the name of Deborah Hewitt, the administratrix of one — Hewitt, deceased. This distress was replevied, and the bond taken by the sheriff upon that occasion was conditioned to prosecute the action with effect against James Hewitt, Deborah Hewitt, and one Sampson. Deborah Hewitt being a married woman, the plaintiff in replevin felt himself unable to comply strictly with the terms of the condition, and declared, therefore, against James Hewitt and Sampson only. The replevin suit was removed by *re. fa. lo.* into the Queen's Bench. Notice of trial was given for the last Lent Assizes at Kingston, but by agreement between the parties a suggestion was entered on the record, and the venue changed for Middlesex. After thus acquiescing in the change of the venue, the defendants in the replevin suit take an assignment of the bond from the sheriff, and bring an action thereon in this court against Raymond, the plaintiff in the replevin suit, and his sureties, for not having complied with the condition of the replevin bond. *Wilson* v. *Hartley* (7 Dowl. 461) was referred to. *Rule nisi.*

MOFFAT v. PITCHER.

Practice—When the plaintiff is known to the defendant, and has no other residence than a coffee-house, such place may be given in compliance with an order for the description of his place of abode.

Byles, Serjt. shewed cause against a rule calling on the plaintiff to shew cause why the issue and notice of trial delivered in this cause should not be set aside, and why the plaintiff should not pay the costs of this application.

It appeared that the plaintiff, who had formerly been a lieutenant, hired the house of the defendant, No. 17 Charles-street, Covent garden (then in the occupation of a tenant of the defendant, of the name of Hembert), under a written agreement, by which the defendant engaged with the plaintiff Moffat, who was there described as late lieutenant in her Majesty's regiment, not to distrain on the goods of the plaintiff for rent due from the tenant Hembert. In violation of this agreement, the defendant, however, did distrain, and the present action was in consequence brought to recover damages in respect of such distress. The defendant took out a summons, calling upon the plaintiff to declare his profession, occupation, quality, and place of abode, upon which, by consent, a judge's order was accordingly made. In compliance with this order, the plaintiff delivered the following particular, properly entitled in the Court, and between the parties—"The plaintiff resides at No. 6, Agar-street, Strand, and is by profession a late lieutenant."

The defendant objected to this description, and took out a summons for a further and better particular, but which was dismissed, the learned judge refusing to make any order. The objections made before the learned judge to this particular were, 1st, that the description "lieutenant" was too general and vague; and 2ndly, that No. 6, Agar-street, was the British Coffee-house, and not the proper residence of the plaintiff.

CRESSWELL, J.—Did the defendant make an affidavit that he did not know what lieutenant the plaintiff meant by his particular?—No; and as to the residence, it was a true description, and the only one the plaintiff could give; he had gone and slept at the coffee house the night before he gave this particular, and it appears that he continued afterwards to reside there for nearly a month, and had no other place of residence whatever, having previously been obliged to leave the house in Charles street.

TINDAL, C. J.—Supposing he had gone there only that morning, where else could he have given as his place of residence?

Channell, Serjt. in support of the rule.—This particular was delivered on the 23rd January last, and by the affidavits it appears, that on inquiry at the British Coffee-house on the 24th January, it was ascertained that a gentleman of the name of the plaintiff had slept there for the first time on the previous night, and had then gone out, and it was not known whether he would return and sleep there or not. This is not therefore a sufficient compliance with the order. *Hodson* v. *Gamble* (3 Dowl. P.C. 174) was cited.

The COURT.—The object of this order for the particulars of the plaintiff's residence, was to learn where the defendant might be able to find the plaintiff, and this has been satisfied by the account which was so furnished. It is not like the case of an unknown plaintiff, as to whether there is really any such person answering to the name of the person suing, but here the plaintiff had been a tenant to the defendant, and was therefore well known to him. The rule must be discharged, and as it was moved with costs, it must be *Discharged with costs.*

BUSINESS OF THE DAY.

METCALFE v. BUSBY.—*Shee*, Serjt. moved for a rule to set aside the verdict which had been found for the defendant, on the ground of its having been against evidence. *Rule nisi.*

CONWAY v. NALL.—*Byles*, Serjt. applied on behalf of the bailiff of the liberty of Chesterfield, in the county of Derby, for an interpleader rule. *Rule.*

HOGG v. TALBOT.—*Channell*, Serjt. applied for a new trial; the cause having been suddenly called on, and tried as an undefended cause in the absence of defendant's counsel. The Court granted a rule *nisi* for the last day of term, on the condition that the defendant should bring money into court to the amount of the verdict.

FISH v. PRESTON.—*Byles*, Serjt. moved for a rule to shew cause why the judgment in this cause, and the execution issued thereon, should not be set aside for irregularity, as having been against good faith, and why in the meantime all further proceedings should not be stayed. *Rule nisi.*

Tuesday, May 7.

BATE v. LAWRENCE.

Assignees of B, a bankrupt, have notice on the 16th January, that a judgment against B had been signed on a warrant of attorney. In Easter Term an application was made by the assignees to set this judgment aside, on the ground that the warrant of attorney did not authorize a judgment to be signed in a vacation. Held that this objection to the judgment was waived by the lapse of time.

Sir *T. Wilde* shewed cause against a rule which had been obtained on behalf of the assignees of the defendant, a bankrupt, to set aside the judgment which had been signed against the defendant, and the execution which had issued on such judgment. The judgment had been signed on a warrant of attorney, which authorized plaintiff to sign judgment "as of Trinity Term then last, Michaelmas Term then next, or any subsequent Term." Judgment had been signed on this warrant of attorney on the 30th November last, and the rule had been obtained on the ground that the warrant of attorney did not authorize a judgment being signed in vacation, and the latter was therefore bad, on the authority of the cases of *Coulson* v. *Clutterbuck* (2 Dowl. N.S. 391); *Cobbold* v. *Chilver* (4 Scott's N.R. 678); and *Rayment* v. *Smith* (3 Dowl. N.S. 166).

The judgment of the Court being confined to the question of the objection being made too late, the arguments on the other point are omitted.

Sir *T. Wilde*.—As to the objection being too late, the levy under the execution was on the 6th of December last. The fiat in bankruptcy against the defendant was on the 18th December, and the assignees were chosen on the 3rd January in the present year. No motion is made on the subject of this irregularity until the present Easter Term. It appears, from the communication that took place between the assignees and the plaintiff, that on the 16th January they were aware that plaintiff's judgment was founded on a warrant of attorney, they ought then to have inquired into this irregularity.

Channell, Serjt. contrà.—The judgment not being signed as authorized is not an irregularity which may be waived, but the judgment is void. [CRESSWELL, J.—Irregularity is a violation of some rule of practice, but this is said to be against an authority given by a party.] Yes; that is the distinction. [TINDAL, C. J.—If it is a nullity, you need not apply to this Court to set it aside. You may plead in justification.] It is not in such sense a nullity. The rights of third parties have, by the bankruptcy, intervened; it is not an irregularity, therefore, which can be waived.

(*Webber* v. *Hutchins*, 8 M. & W. 319.) In this case the examination of the bankrupt was on the 3rd February, and not until after there was a search made as to the signing of this judgment. Although aware of the judgment, the assignees were not, until then, aware that it had been signed not in pursuance of the authority.

TINDAL, C. J.—If it had been necessary to decide this case with reference to the authorities of *Cobbold* v. *Chilver* and *Bird* v. *Manning*, which have been cited in support of this rule, we should have found it extremely difficult to have distinguished this from those authorities. But a party seeking to set aside a judgment on such an objection as this should come to the court with due diligence. Here the levy was made on the 6th December, and the application to this court was not made until the present Easter Term; seeking to compel the plaintiff to refund money which he has so long ago received, and may have disposed of. The position of the plaintiff is, therefore, greatly altered by this delay. It is very different from where the money has only been recently received before the application is made. This is only a non-compliance with a technical rule, the very introduction of these words, "as of Trinity Term," &c. shewing that the parties themselves really intended that judgment might be signed in a vacation. The levy was on the 6th of December; and I am not prepared to say that the delay from that time to the 18th of December, when the fiat was issued, was not sufficient to have deprived the bankrupt of the benefit of this objection to the judgment; and the assignees who claim under the bankrupt ought not to be placed in a better situation. The assignees were appointed on the 3rd of January, and it appears from the correspondence that took place, that at all events on the 16th of January they knew that the judgment was founded on a warrant of attorney. Allowing them, therefore, a reasonable time to make inquiry, they might have made this application in Hilary Term; but they suffer not only the whole of that Term to pass without taking any step to set aside the judgment, but also the vacation, though they might then have gone before a judge at chambers. The Court, after this delay, cannot now attend to this application.

COLTMAN, J.—This is an application founded on an objection *strictissimi juris*, we are therefore justified in holding the parties to the rules of the Court, one of which rules is, that after notice of the proceedings in which the irregularity is contained, the party is bound to use due diligence in inquiring into the same, and to promptly apply to the Court after knowledge of the irregularity has been obtained.

CRESSWELL, J.—This objection is like that which is made when a judgment is not signed at a proper time, and is therefore an irregularity. In ordinary cases, when a party consents to a judgment being signed against him, it is the Court which gives the authority, and if the judgment is signed at a different time from that authorized, it is treated merely as an irregularity. *Rule discharged, with costs.*

YOUNG v. WARREN.

Where, in moving for an attachment for non-payment of a sum of money, the affidavit that a demand of the money was made is contradicted in this respect by the affidavit of the opposite party, the Court will not grant the attachment.

Sir T. *Wilde* shewed cause against a rule for an attachment against Mr. Beck, the attorney of the defendant, for non payment to the defendant of the sum of 21*l*. 13s. 6d. ordered to be refunded to him on the taxation of the bills of costs of Beck. There were contradictory statements in the affidavits of the respective parties, as to a demand of this sum having been made on Beck at the time he was served with a copy of the rule and Master's allocatur.

Dowling, Serjt. appeared in support of the rule.

The COURT.—It is for the party seeking to make this rule absolute to shew that a demand of the sum was made. Where what is affirmed on the one side is denied on the other, the Court have no means like a jury of determining the matter.

Rule discharged.

COURT OF EXCHEQUER.

Friday, May 3.

WHITMORE and ANOTHER, Assignees, &c. v. GILMOUR.

The defendant contracted with the bankrupt for the printing of 500 impressions from an engraving which the bankrupt had engraved for him, part of these impressions were sent in before the fiat issued, and the remainder afterwards. Held, that the assignees were entitled to maintain an action in their own names for the printing of the whole of the 500 impressions.

Peacock shewed cause against a rule to set aside the verdict for the plaintiffs, and to enter a nonsuit, or to reduce the damages to the sum of 5*l*. 17s. 6d.

This was an action brought by the assignees of a bankrupt for work and labour by themselves as assignees, to recover the price of printing off 500 copies of a certain engraving, the plate of which had been finished before the issuing of the fiat. After the act of bankruptcy, but before the fiat, an order was given to strike off a certain number of impressions; part of these impressions had been struck off before the fiat, and the assignees had provided the bankrupt with money since the fiat, to enable him to complete the order. It was now submitted that the order was entire, and therefore that no right of action existed until the completion of it in the time of the assignees, and therefore the action was properly brought in their names; but that, at any rate, they were entitled to retain the verdict for the amount of 5*l*. 17s. 6d. for that part of the order which had been completed since the date of the fiat, because the payment of the money by the assignees was evidence from which the jury might infer that the bankrupt was merely acting as their agent in completing the work for the benefit of the estate; citing *Aldred* v. *Kitteridge* (8 B. Moore, 372); *Stead* v. *Thornton* (3 B. & Ad. 357); 1 & 2 Wm. 4, c. 56; 5 Geo. 2, c. 30, s. 31.

James, in support of the rule, contended that, although it might be true that the action would have been properly brought in the names of the assignees if their *property* had been used, yet, in the present case, the contract was for the mere *personal labour* of the bankrupt in printing off these impressions; and that a bankrupt is not so far the agent of the assignees as to make it competent to them to come forward at any time and say, they will adopt his contract, and therefore the action should have been brought in his name; citing *Crofton* v. *Poole* (1 B. & Ad. 568).

The COURT held it clear that this was one entire order for 500 copies, and that no right of action arose until the 500 copies were completed; and as that event did not happen until after the appointment of the assignees, it was they, and they alone, who ought to sue, for it was only on the completion of the work that any debt was contracted to be paid; and therefore the assignees were entitled to the full amount claimed. With respect to the question of agency, that was a question of fact; but in the present case there was ample evidence from which they could infer that the bankrupt was acting on behalf of the assignees. *Rule discharged.*

WHITTOME and OTHERS, Administrators of ALICE HUTCHINSON, v. LAMB.

A testator, by his will, devised certain lands to the use of his sons in fee, and then declared his will to be that his wife should have the use and occupation, or annual increase thereof, at her pleasure, during the minority of his said sons, she keeping them in order. Held to be a devise of a chattel interest, which at her death survived to her personal representatives, so as to enable them to maintain an action upon a lease granted by her.

Byles, Serjt. and *Gunning*, shewed cause against a rule to set aside the verdict for the plaintiffs and to enter a nonsuit or verdict for the defendant.

This was an action of covenant for the non-payment of half a year's rent under an indenture whereby the said Alice Hutchinson demised certain premises to the defendant for the term of twelve years.

Pleas.—1st. *Non est factum*. 2nd. A special traverse of the said Alice Hutchinson being possessed of the reversion.

The lands in question had been devised by the will of Coteley Hutchinson, the husband of the intestate, to the use of his sons in fee, subject to the following declaration:—"And it is my will and desire that my said wife shall have the use and occupation or annual increase thereof at her pleasure, during the minority of my said sons, she keeping them in order." Neither of his sons had yet attained their majority.

It was submitted that this was a bequest of the lands to the wife for so many years as should elapse between the death of the husband and the sons attaining their majority, defeasible only on their dying under age; and would, therefore, go to her executors after her death; citing *Bishop Bath's case* (6 Co. Rep. 35); *Borraston's case* (3 Co. Rep. 19); *Say* v. *Smith* (Plowd. 273 (*a*)); *Paramour* v. *Yardly* (Plowd. 543). It was also submitted that the action was properly brought by the administrator, and not the heir, notwithstanding the defendant's covenant was with the intestate, her *heirs*, executors, and administrators, and that it was no variance to describe it in the declaration as a covenant with the deceased, her executors, and administrators only, omitting the word *heirs*; citing *Sacheverell* v. *Froggatt* (1 Ventr. 161); *Whitlock's case* (8 Rep. 70 (*b*)); *Burrows* v. *Stephens* (1 Marsh R. 217); *Baker* v. *Laird* (2 Ventr. 145, S. C.; 4 Mod. 149); *Smith* v. *Havens* (2 Cro. Eliz.).

B. Andrews and *O'Malley*, contrà, contended that the intestate had merely an estate for her life in the lands in question; and, therefore, although the sons had not attained their majority, her estate determined by her death, and no interest in the reversion accrued to her administrator, who, therefore, could not maintain the action: citing 2 Jarman on Wills, 744; and that the omission of the word *heirs* in the declaration was a variance, citing 2 Leon. 221.

The COURT held that the use and occupation of the lands, bequeathed by the will, gave the intestate an estate during the son's minority, liable to be divested by their dying under age; and that she had a chattel interest which would enable her to grant the lease, which, at her death, survived to her executors; and that the omission of the word *heir* was no variance.

Rule discharged.

CHANTER v. DEWHURST and ANOTHER.

Patent—Construction of clause, requiring license under the patentee's hand and seal.

Humfrey and *Corner* shewed cause against a rule to set aside the verdict for the plaintiff, and to enter a nonsuit.

This was an action brought to recover from the defendant the sum of 31*l*. 10s. for a license to erect and use a certain patent invention, called Chanter's furnace. At the trial, the plaintiff obtained a verdict, and the present rule was obtained upon the ground that the license, when produced, was found to be only under *hand*, whereas the clause in the patent, enabling the plaintiff to grant the license, was as follows: "That no person, &c. either directly or indirectly, do make, use, or put in practice, the said invention, nor in any wise counterfeit, imitate, or resemble the same, nor shall make or cause to be made, any addition thereunto, or subtraction from the same, whereby to pretend himself or themselves the inventor or inventors, devisor or devisors thereof, without the license, consent, or agreement of the said plaintiff, his executors, administrators, or assigns, in writing, under his or their *hands and seals* first had and obtained in that behalf."

It was submitted, that it was unnecessary to have a license under *seal* where it was only intended the license, should *use* the invention, and that a license under *seal* was only required where the object of the license was to make the patent article for sale; the prohibition was against using the *invention*, not against using any article *produced* by that invention, otherwise every *purchaser* of a furnace would be obliged to obtain a license under the plaintiff's hand and seal: citing *Protheroe* v. *May* (5 M. & W. 675); *Chanter* v. *Lees* (4 M. & W. 295).

Rawlinson, contrà.

The COURT held, that the meaning of the clause was, that a license, under hand and seal, was necessary to enable any third party to deal with the invention as the patentee himself could do, and that it was clear the license in question was not such an one.

Rule discharged.

BUSINESS OF THE DAY.

STANLEY v. AGNEW.—*Talfourd*, Serjt. and *Flood*, shewed cause against rule to set aside verdict for plaintiff, and enter same for defendant. *Keating*, contrà. *Rule discharged.*

LEWIS v. MUSGROVE and ANOTHER.—Part heard.

Saturday, May 4.

HAWKINS v. HASSELL.

When a defendant takes out a judge's order "to stay proceedings on payment of debt and costs, and, in case of default, the plaintiff to be at liberty to sign final judgment," if no appearance has been entered, the plaintiff must enter it before he can sign final judgment, otherwise the defendant may set it aside as a nullity.

Erle shewed cause against a rule to set aside the judgment signed, and all subsequent proceedings thereon, upon the ground of irregularity. It appeared that about the 27th Nov. 1843 the declaration was delivered to the defendant's attorney, and returned by him, on the ground that no appearance had been entered; on the 13th of December a judge's order was obtained by the defendant to stay proceedings on payment of the debt and costs, and, in case of default, the plaintiff to be at liberty to sign final judgment. On the 16th December final judgment was signed. On the 15th December, the costs of the rule of the 13th were taxed and paid, but it was not until the 12th March, 1844, that the defendant became aware that any appearance had been entered, or that judgment had been signed. On that day he was served with the Master's *allocatur*. It was submitted that the judge's order of the 13th December, according to the decision in the case of *Lloyd* v. *Kent* (5 Dowl. 127), must be considered as tantamount to an appearance by the defendant, and, therefore, the judgment was regular.

Knowles and *Bagley*, contrà, contended that the judge's order was equivalent to a *cognovit*, and that judgment having been signed, without an appearance entered, it was a nullity: that the payment of costs under the judge's order of the 13th December was made for the purpose of saving the defendant from the costs of final judgment, and, therefore, that it did not prevent his raising the present objection: citing *Roberts* v. *Spurr* (3 Dowl. 551); *Watson* v. *Dore* (2 M. & W. 386); *Richardson* v. *Daly* (4 M. & W. 384); *Cook* v. *Raven* (1 T. R. 655); *Dean* v. *Calvert* (4 T. R. 578).

The COURT said that the Master certified it was the universal course to require an appearance to be entered before final judgment was signed, and that he should not have made his *allocatur* unless he was satisfied that an appearance was entered upon it; and, therefore, it must be referred back to him to ascertain

whether, from the facts of the case, the defendant must have known that an appearance had been entered; and if not, that he was entitled to set aside the judgment as a nullity, and the rule must be made absolute. *Referred to the Master.*

DUCKETT (by Wm. Duckett, his next friend) *v.* SATCHWELL.

The Court will vacate an order for the father of an infant plaintiff to sue as prochein ami, if it appear that he is insolvent, and that reasonable endeavours have not been made to find a more substantial party who is willing to undertake the office.

Jerris moved for a rule calling on the plaintiff to shew cause why Wm. Duckett, his next friend, should not be removed, and all proceedings stayed, unless and until he give security for costs.

It appeared that the said Wm. Duckett was the father of the plaintiff, and that on the 18th of April, 1844, he was appointed *prochein ami*, before which period he had been discharged as an insolvent debtor; that the plaintiff had lived with, and been brought up by, a person of the name of Alder, a person in good circumstances, but that he had been not applied to. The action was for slander; the declaration was delivered on the 18th of April last, the day on which the *prochein ami* had been appointed, but no plea had been pleaded. The practice of the Court of Queen's Bench and Common Pleas is at variance in this respect, for according to *Yarworth* v. *Mitchell* (2 Dow. & Ry. 423) the Court of Queen's Bench will not interfere as soon as it appears that the father is the *prochein ami*, but the Court of Common Pleas make no difference on that account, but act upon one general principle: citing *Doe dem. Selby* v. *Halston* (1 T. R. 491); *Turner* v. *Turner* (2 P. W. 297); *Squarrell* v. *Squarrell* (*ib.* note); *Mann* v. *Berther* (4 M. & P. 215); *Watson* v. *Frazer* (9 Dowl. 74, S. C.; 8 M. & W. 660); *Heaford* v. *M'Night* (2 B. & C. 579).

Baddeley shewed cause in the first instance, and submitted that the application was too late, because the defendant had notice of the appointment on the 18th of April, and on the 23rd and 29th of April obtained time to plead, on the condition of taking notice of trial for the sittings after Term, and therefore, according to *Muller* v. *Gernon* (3 Taunt. 272), was not at liberty to raise the objection; that the bankruptcy or insolvency of the plaintiff is no ground for calling upon him to give security for costs: citing *Ray* v. *Brown* (8 Dowl.); *Ross* v. *Jacks* (8 M. & W. 135; and cases cited, 2 Ch. Arch. 1014); and that it would be a case of great hardship upon the son if the Court made the rule absolute, as the father swore there was no probability of his finding any one else, and in that case the son would be without remedy, in a matter seriously affecting his character.

The COURT admitted the hardship, but considered it did not sufficiently appear that any exertion had been made to obtain a solvent party to act as *prochein ami*, and that until that was shewn, it would be unreasonable to confirm the father's appointment.

Order vacated, with power to the plaintiff to renew the application, or to substitute another party.

REG. *v.* THOMAS JAMES STOWELL.

Semble,—that the proper course for a party to adopt, who is wrongly charged upon a recognizance, is to come in and traverse it.

Charnock moved for a rule, calling upon the Attorney-General to shew cause why a *certiorari* should not issue, for the purpose of quashing a certain recognizance, or the writ of execution founded thereon, or to discharge the defendant out of custody of the sheriff of Surrey.

It appeared, that in the year 1842, a person of the name of Smith had been indicted at the Aylesbury sessions for horse-stealing, and that the defendant had then become bail for his appearance at the sessions. Smith afterwards removed the indictment by *certiorari* into the Court of Queen's Bench, and, upon that occasion, again applied to the defendant to become bail for him; but he refused, and heard no more of the matter until he was called upon to pay 2*l.* to save his recognizance being estreated. This he refused to do, upon the ground that he had only entered into the recognizance for Smith's appearance at the sessions, and that had been satisfied by the *certiorari*, that he had never entered into any recognizance in the Queen's Bench, from which the writ of execution issued; and that the present recognizance appeared to be given in the name of Thomas Stowell.

The application was made upon the ground, that some other person had represented himself to be the defendant, and had entered into the recognizance without the consent of the defendant.

The matter stood over until to-day, when the COURT said the proper course would be to traverse the recognizance, according to the practice laid down in Price's Crown Practice, 657; but as the defendant stated himself to be utterly unable to incur any such expense, they would grant the rule, but would say nothing of the effect of it, in case the Crown took no notice of it.

Rule nisi, to be served on the solicitor to the Treasury and the prosecutor.

BUSINESS OF THE DAY.

CATHERWOOD *v.* CASLON, the Younger.—*Barstow*, for the plaintiff. *Ogle*, for the defendant. *Cur. adv. vult.*

SHARP, P. O. *v.* ASHBY.—*Humfrey*, to reduce the judgment signed from 741*l.* to 700*l.* *Rule refused.*

SHARP, P. O. *v.* ASHBY.—*Humfrey* shewed cause. *Erle*, contrà. *Rule absolute.*

EMBLETON *v.* TATE.—*Swann* shewed cause. *Jerris*, contrà. *Rule absolute.*

EDWARDS *v.* BARTON.—*Barstow* shewed cause. *Jerris*, contrà. *Rule absolute.*

Monday, May 6.

CARR *v.* HOPKINS.

Repleader.

Ogle shewed cause against a rule for setting aside the verdict for the defendant, and for a repleader, with leave to the plaintiff to amend his declaration.

This was an action of *debt* for half a year's rent, and the declaration, after averring the demise to the defendant, went on to allege that, by virtue of the said *indenture*, the defendant entered into the said demised premises.

To this, the defendant pleaded *non est factum*, and issue was joined upon it. At the trial, the plaintiff was unable to prove the execution of the lease by the defendant, and the defendant therefore had the verdict. It was submitted that the defendant had not committed any error in his pleadings, and although the plaintiff may have done so, that was no reason why the Court would grant him a repleader, citing *Williams* v. *Bosey* (1 B. & B. 257); Stephens on Pleading (138); *Goodburn* v. *Bowman* (9 Bing. 532).

Palmer, contrà, contended that he was entitled to the rule, because, if the cause were removed into a court of error, it would appear that *non est factum* had been pleaded to an action of *debt*, and therefore no issue would appear to have been raised between the parties on which the merits could be tried.

The COURT held, that although a repleader is generally only granted where both parties have committed some error, it was clear that the suit had been determined upon an immaterial issue: that this must, therefore, be considered rather as an application to the discretion of the Court, and in substance, as a motion for a new trial, and, therefore, they would make the rule absolute on payment of all costs. *Rule absolute.*

Re ROWSELL.

Legacy duty.

Erle, *F. A. Rogers*, and *Bing*, shewed cause against a rule calling on the executors of the will of a party of the name of Rowsell to pay the legacy duty in respect of a certain annuity of which the deceased was entitled to dispose, as a contributor to the fund established under the 56 Geo. 3, c. 73, being "An Act for establishing and regulating a fund for the widows, children and relatives of officers or persons belonging to the department of the customs in England." It was submitted that this was not property of the testator, nor assets that he might share as he thought fit, but was confined to a particular class of persons, and therefore not within 36 Geo. 3, c. 52, s. 7: citing *Re Cholmondeley* (3 Ves. 10), *Platt* v. *Routh* (6 M. & W. 756); *Lord Townshend* v. *Wyndham* (2 Ves. sen. 1); 1 Sugden on Powers, 342; *Brereton* v. *Brereton* (2 Ves. sen. 157).

H. Twiss and *Crompton*, contrà.

The COURT were clearly of opinion that the testator had no general power over the fund, but that it was like the ordinary case of a man insuring his life for the benefit of his wife or children, and therefore no duty was payable. *Rule discharged.*

BUSINESS OF THE DAY.

BERRYMAN *v.* JAMES.—*Corrow* shewed cause. *M. Smith*, contrà. *Rule absolute.*

Re ESTATE and EFFECTS of CATHERINE WYNNE, deceased.—*E. V. Williams* shewed cause. *Twiss* and *Crompton*, contrà. *Turned into special case.*

COXSEDGE *v.* MACDONOUGH.—*Bagnall* shewed cause. *Ball*, contrà. *Rule discharged.*

ASKEW and ANOTHER *v.* DANVERS.—*Addison* shewed cause. *Jerris*, contrà. *Rule absolute.*

FONSAKER and ANOTHER *v.* FOOTE and ANOTHER.—*Willes* shewed cause. *Waddington*, contrà. *Absolute on terms.*

EMPY *v.* KING.—*Lush* moved to set aside an award, upon the ground of the want of formality and of misconduct on the part of the arbitrator. *Rule refused.*

HAND *v.* ASTBURY.—*Alexander* shewed cause. *Willes*, contrà. *Rule discharged.*

CHAMBERLAIN *v.* DRAKE.—*T. W. Saunders* moved to strike the defendant's attorneys off the roll, unless they paid back a certain sum of money which they had improperly received as costs in the cause. *Rule nisi.*

REG. *v.* SANDON.—*M. Chambers* moved to set aside writ of extent, or to discharge the defendant out of custody. *Rule nisi.*

Tuesday, May 7.

WILTON *v.* SNOOK.

Costs—Amendment—Plea de novo after cause made remanet.

H. Hill shewed cause against a rule for a review of taxation of the plaintiff's costs.

It appeared that a declaration in debt for work and labour, and goods sold and delivered, to the amount of 70*l.* 0s. 5*d.* had been delivered on the 5th January, 1843. The declaration gave credit on the face of it for 38*l.* 10s. 8*d.* and alleged as a breach the non-payment of the balance. A bill of particulars was delivered under a judge's order, giving credit for 38*l.* 10s. 8d. cash on account, and claiming 31*l.* 19s. 9d. as the balance due. The defendant pleaded never indebted. Notice of trial was given for the London sittings in Hilary Term, when both parties attended and were ready to try, but the cause was made a *remanet* for the sittings after Term. Before the adjournment day viz. on the 14th Feb.—the plaintiff took out a summons for leave to amend, and on the 16th an order was made that on payment of costs the plaintiff be at liberty to amend his declaration and particulars; the defendant to have eight days time to plead. The record was thereupon withdrawn, and the plaintiff amended it, altering the sum in the count in the declaration to 31*l.* 19s. 9d., the balance claimed as the declaration originally stood. The defendant pleaded payment into Court of 20*l.* 5s. 9d., and never indebted, as to the residue. The plaintiff replied by taking that sum out of Court, and entering a *nolle prosequi* as to the residue. An appointment was then made to tax costs, and upon the taxation the plaintiff contended that he was entitled to the costs of the original issue, record, brief, fees to counsel, costs of trial, and witnesses. The defendant objected, that he having had leave to plead *de novo*, and having done so, a new state of facts had arisen, in which neither witnesses, brief, nor record were necessary, and that the plaintiff could not, therefore, be entitled to them. The Master disallowed them, and only allowed such costs as he would have allowed if the defendant had paid money into Court at once.

Prideaux, in support of the rule, contended that the defendant was entitled to all the costs attending the trial of the cause up to the time of its being made a *remanet*, which was the act of the Court, and not of the plaintiff; that there was nothing to prevent the defendant pleading the same pleas at first, and, in order to obtain the verdict, it would have been necessary for the defendant to pay money into Court at first; by not having done so, he must have lost it if the cause had been tried at the proper time, and ought not to be placed in a better situation now: consequently, that the plaintiff was entitled to the costs in question: citing *Morris* v. *Jones* (1 Q. B., 397); *Bosh* v. *Bettle* (Q. B. E. T. 1844).

The COURT held it decided by *Smethurst* v. *Taylor* (2 Law T. 448), that payment admitted on the record calls upon the plaintiff to go further than the demand made, and, therefore the plaintiff was right in amending his declaration, but by so doing he had obliged the defendant to plead *de novo*, and as he had so done, a new state of facts had arisen, upon which no issue at all had been raised, and, therefore, the Master was quite right in disallowing these costs. *Rule discharged.*

BUSINESS OF THE DAY.

BALL *v.* BELL.—*Tindmarsh* shewed cause. (See case *ante*, p. ...) *Ryland*, contrà. It appeared that the instrument in question was a copy, not an original, and therefore the objection on the ground of want of stamp did not arise. *Rule discharged.*

LLOYD *v.* RICHARDS.—*Wordsworth* shewed cause. *Macaulay*, contrà. *Rule discharged.*

OXLEY *v.* JAMES.—*E. V. Williams* shewed cause. *Jerris* and *Martin*, contrà. *Rule absolute.*

CAREY *v.* PAYNE.—*Humfrey* shewed cause. *Best*, contrà. *Rule absolute.*

ATKINS *v.* CALDER.—*Pearson* shewed cause. *Merivale*, contrà. *Rule absolute.*

SEAGROVE *v.* ENGLAND.—*Petersdorff* moved to set aside the verdict for the plaintiff and for a new trial, on the ground of misdirection. *Rule nisi.*

Re WALKER.—*Woolley* moved to strike an attorney off the roll, on the ground of his having been convicted of forgery at the last York assizes. *Rule absolute.*

LEWIS *v.* MUSGROVE and ANOTHER.—*Humfrey* and *James* shewed cause. *Platt* and *Peacock*, contrà. *Rule absolute for a new trial.*

TUXFORD and OTHERS *v.* TICKLER.—*M. D. Hill* and *Waddington* shewed cause against rule to set aside the verdict for the plaintiff and to enter a nonsuit. *Humfrey* and *Whitehurst* contrà. *Rule absolute.*

Wednesday, May 8.

EMBLIN *v.* DARTNELL.

Where a defendant intends to move to set aside a verdict for the plaintiff, but being unable to do so in consequence of the business of the Court, enters it on the list on the fourth day of Term, and actually moves it on the fifth day, but before notice, the plaintiff has signed judgment, the defendants must pay

the costs of signing judgment, or the Court will not make the rule absolute.

Petersdorff shewed cause against a rule to arrest the judgment on the first count of the declaration, and also to enter a verdict for the defendant on the second issue. This was an action by the indorsee against the maker of a promissory note, which was stated in the declaration to be payable at No. 2, Philpot-lane; and the rule was obtained upon the ground, that the first count was bad for not averring presentment at that place: and secondly, because there was no breach of promise alleged in that count, but merely a general breach to that, and the count upon the account stated. A preliminary objection was taken that the motion was not made until the fifth day of Term, and therefore it was too late, as no notice had been given to the plaintiff's attorney, who had signed judgment about 11 o'clock on the morning of the fifth day, before receiving any communication from the defendant: citing *Doe dem. Duncan* v. *Edwards* (7 Dowl, 547).

Hurlstone, contrà, submitted that the motion was made in time; because, although not *actually* made before the fifth day, it was virtually, because it had been entered on the list on the fourth day, and it was only owing to the business of the Court that the motion was not made.

The COURT held that it was the defendant's duty to have given notice to the plaintiff, and not having done so, he must pay the costs of signing judgment, which was perfectly regular.

Petersdorff then abandoned the first count, but submitted the defendant could not enter a verdict on the second, as no leave had been reserved.

The COURT held that as there was a good and a bad count, and no evidence at all upon the account stated, there must be a *venire de novo*.

Venire de novo awarded.

SHIRWIN *v.* SWINDALLS.

The statute 8 & 9 Wm. 3, c. 11, s. 4, is not affected by stat. 3 & 4 Vict. c. 24, and therefore a judge has still power to certify under the former statute, that a trespass is wilful and malicious.

Martin shewed cause against a rule to rescind a judge's certificate.

This was an action for breaking and entering the plaintiff's dwelling-house; and it appeared that the defendant had broken open the door of the house in order to obtain certain goods to which he considered himself entitled; that he had done so after refusal by the plaintiff, and a request by her to wait until she had been to a magistrate, to know whether or not he was entitled to them. Whilst she was gone for that purpose, the defendant broke open the door and committed the trespass complained of. The learned judge was of opinion that this was not a case in which any *personal* malice existed, but certified, under the 8 & 9 Wm. 3, c 11, s. 4, that the trespass was wilful and malicious. It was now submitted, that he was correct in so doing, as the stat. 8 & 9 Wm. 3, c. 11, s. 4, was not affected by 3 & 4 Vict. c. 24, and this was a trespass exactly within the meaning of that statute: citing *Reynolds* v. *Edwards* (6 T. R. 11); 2 Stark. Ev. 673, tit. Malice; *Brommage* v. *Prosser* (4 B. & C. 247); Harrison's Woodfall, 723.

Whateley and *Flood*, contrà, submitted that the stat. 8 & 9 Wm. 3, c. 11, was repealed by 3 & 4 Vict. c. 24; that under the 3rd section of that Act, notice in writing must have been given, unless *personal* malice was proved, which was expressly excluded from this case: citing *Foster* v. *Pointer* (8 M. & W. 397).

The COURT held, that the stat. 8 & 9 Wm. 3, was not repealed by the 3 & 4 Vict. c. 24, and therefore the learned judge was correct in certifying under that statute; and that the construction contended for as to the malice within the statute of Vict. being *personal* only, was not borne out by *Foster* v. *Pointer*.

Rule discharged.

BAIL COURT.

Friday, May 3.

(Before Mr. Justice COLERIDGE.)

REG. *v.* THE JUSTICES OF THE EASTERN DIVISION OF SUSSEX.

Ex parte WESTHAM, Appellants, and EASTBOURNE, Respondents.

Mandamus to justices to enter continuances and hear an appeal. Quære, whether the recital in an order of removal, of complaint having been made by churchwardens, is conclusive of the fact, so as to preclude an appellant parish from negativing its truth.

Quære, whether, when an examination discloses that the pauper has been relieved by the appellant parish out of the parish in the union workhouse, and the appellants by their grounds of appeal do not deny this, they can dispute their liability.

The *Solicitor-General* applied for a *mandamus* commanding the above justices to enter continuances and hear an appeal.

It appeared that an order of removal having been made from the parish of Westham to the parish of Eastbourne, the latter gave notice of appeal, and the 13th ground of objection was, that the churchwardens did not make any complaint, as set forth in the order of removal. At the sessions, the appellants proposed to shew that the order of removal was not made in fact on the complaint of the churchwardens; the justices, however, held, that as the order recited that it *was* made upon the complaint of the churchwardens, that they were bound by the recital, and they refused, therefore, to hear the objection. (*Weston Rivers* v. *St. Peter's*, 2 Salk. 492.)

The appellants then proposed to go into their other objections; but the Court held, that, inasmuch as the examinations disclosed the fact that the pauper had received relief from the appellant parish whilst residing in the union workhouse, which was situate out of the appellant parish, and as the appellants had not negatived this in their grounds of appeal, that they were precluded from now denying it, and that such a fact was, in itself, conclusive of the appellant parish's liability; and the Court therefore refused to hear the appellants, and confirmed the order of removal.

It was now contended that the sessions were wrong, for that the giving of relief out of a parish in a union workhouse, is not conclusive evidence of a settlement, and that the appellants ought not to have been precluded from enforcing the grounds of appeal. (*Reg.* v. *St. Giles, Middlesex*, 3 Law T. 54.)

Rule nisi.

REG. *v.* THE LORD MAYOR AND COURT OF ALDERMEN OF LONDON.

Ex parte WILLIAM HENRY ASHURST.

(See this case reported, 3 Law T. 80.)

ELLIMAN *v.* WILLIAMS.

Motion to review Master's taxation—Application of R. H. T. 4 Wm. 4.

Huddleston shewed cause against a rule obtained by *Jervis*, Q. C., for a review of the Master's taxation.

This action had been referred to arbitration, and the arbitrator had awarded 17*l*. 3*s*. to the plaintiff. On the taxation of the costs, the Master had taxed them on the higher scale; and, in opposition to this rule it was contended that he was right in so doing, for that the Master in taxing has a discretion with which the Court should not interfere. (*Williamson* v. *Heath*, 12 L. Jour. Q. B. 168.) Also, that the rules H. T. 4 Wm. 4, as to taxation, apply only to cases where, 1st, the sum is recovered,—that is, by verdict or judgment (*Holden* v. ——, 2 Ad. & El. 445; *Wallen* v. *Smith*, 3 M. & W. 138); 2nd, or paid into court; 3rd, or accepted by the plaintiff in satisfaction of his demand; and that this sum of 17*l*. 3*s*. being given under an award, and the arbitrator having no power to direct judgment to be entered up, the case was not within the rule, as not coming within the terms of any one of the three provisions.

Jervis, Q. C. contrà, was stopped by

COLERIDGE, J. who considered that this case must be considered as an agreement by the parties to take whatever the arbitrator should award, and therefore, within the three provisions of the above rules. His Lordship further expressed himself as quite satisfied that the Master could exercise no discretion upon such a subject, but was bound to tax on the lower scale when the amount does not exceed 20*l*.

Rule absolute.

REG. *v.* THE VERDERERS OF THE COURT OF ATTACHMENT FOR THE FOREST OF WALTON.

Ex parte E. JONES WILLIAMS, ESQ.

Mandamus commanding the verderers of the Court of Attachments to enrol a license to sport in the forest of Walton, granted by the Chief Justice in Eyre.

Marsh shewed cause against this rule (see 2 Law T. 316), and contended,

1st, That the application should have been made to the justice-seat of the Chief Justice in Eyre, and not to this Court.

2nd, That the license to sport in the forest of Walton (to compel the enrolment of which this application was made) is illegal.

3rd, That the verderers in declining to enrol the license were perfectly justified. (Manwood's Forest Laws, pp. 5, 65, 21, 71, 350; 4 Co. Inst. c. 73, p. 295; Com. Dig. tit. Chase, H. 1, H. 2, H. 3.)

The *Solicitor-General*, contrà, was not called on,

COLERIDGE, J. thinking that the first and third objections could not be supported, and that the second one would be a proper subject for a return to the *mandamus*.

Rule absolute.

BUSINESS OF THE DAY.

Re WILLIAM CHAPMAN.—*Martin*, Q.C. moved for a rule for the Master to review his taxation herein.

Rule nisi.

GOSPEL *v.* KITCHEN. SAME *v.* SWINDEN.—*Pashley* shewed cause against the rules obtained herein by *Hance*. (See 3 Law. T. 40.)

Cur. adv. vult.

Saturday, May 4.

Mandamus to overseers to make and collect a rate under the Parochial Assessment Act.

Jervis, Q.C. moved for a rule *nisi* for a *mandamus*, commanding the overseers of the poor of the parish of Bangor to make a rate, or other provision, for the purpose of paying the costs of a survey made of the parish, under the Act 6 & 7 Wm. 4. c. 96, s. 3, and to proceed to levy the same, and pay over the proceeds thereof, according to the provisions of the Act.

Rule nisi.

LOWE *v.* JENNINGS.

Filing satisfaction on a judgment.

Simon moved for a rule authorizing the Registrar of Judgments to file a satisfaction piece on a judgment obtained in this action. The facts were, that the judgment had been satisfied in October 1843, and the satisfaction piece had, by the mistake of a clerk, been filed in this court instead of with the Registrar of Judgments, under 2 & 3 Vict. c. 11. Since that time, the rule of Easter Term, 7 Vict. had been promulgated which requires an attestation of the satisfaction piece, similar to that required to warrants of attorney and cognovits by 1 & 2 Vict. c. 110. The mistake having been discovered, the satisfaction piece was obtained from the officer of this Court, and taken to the Registrar of Judgments to be filed, who felt a difficulty as to receiving it in consequence of the late rule. The facts were brought before Mr. Justice Coleridge at chambers, who considered that a new satisfaction piece should be obtained properly attested.

It was now contended, that the late rule did not extend to bygone matters, but was merely prospective; that the judgment had been regularly and properly cancelled according to the practice of the Court, at the time the satisfaction piece had been signed by the plaintiff's solicitor, and filed, and that it was not a question between the plaintiff and defendant, but between the Court and the Registrar of Judgments. It was also stated, that it was important as a matter of time that the entry of the judgment in the books of the Registrar of Judgments should be cancelled by filing the satisfaction piece in that office.

His LORDSHIP, after some hesitation, granted the application.

BUSINESS OF THE DAY.

——— *v.* DOREE.—*V. Lee* moved for a new trial in this case (which was tried before the under sheriff of Worcestershire, when a verdict was returned for the plaintiff, damages 5*l*. 6*s*.), on the grounds, 1st, that the verdict was against evidence; 2nd, the improper reception of evidence.

Rule nisi.

REG. *v.* THE LIVERPOOL AND MIDLAND COUNTIES RAILWAY.—*Palmer* moved for a *certiorari* to remove an indictment which had been found at the Liverpool sessions against the above company for a nuisance, in erecting a certain viaduct, and so obstructing a highway, into this Court, on the ground that important questions would arise, and that it is necessary to have a view, and try the case by a special jury.

Rule granted.

Re the ARBITRATION between WARNER and OTHERS.—*Cowling* shewed cause against a rule obtained by *Watson*, to set aside an award on various grounds arising out of the facts of the case.

Cur. adv. vult.

Monday, May 6.

PRICE *v.* CARTER and OTHERS.

Motion to set aside a warrant of attorney, on the ground that the attorney who attested the signatures of the defendants was off the roll at the time.

Peacock moved for a rule calling upon the plaintiff to shew cause why the warrant of attorney, the judgment, and all subsequent proceedings, should not be set aside, and why he should not refund to one of the defendants the sum of 299*l*. 7*s*. 9*d*. The ground of the application was, that the attorney who attested the execution had ceased (by virtue of his omitting to take out his certificate) to be, in fact, an attorney at the time when he so attested. (*Wallis* v. *Brockley*, 6 Dowl. 695.)

Rule nisi.

MARTIN *v.* SHARP.

Where a sheriff sells the goods of a defendant under a fi. fa. by bill of sale, and not by auction, he is not entitled to the percentage allowed under the authority of 1 Vict. c. 55.

Willes moved for a rule calling upon the sheriff of Cambridgeshire to shew cause why he should not refund to the plaintiff the sum of 26*l*. 5*s*. In this case a *fi. fa.* had issued against the goods of the defendant, which were afterwards sold under a bill of sale. The sheriff had deducted the above amount as and for his percentage upon the appraisement; and it was now contended that he had no right to do so; for that the scale of fees made by the judges, by virtue of the 1 Vict. c. 55, allows this percentage only when the property is sold *by auction*.

COLERIDGE, J.—I should have thought that the rule would have been the other way.

Willes.—The case of *Phillips* v. *Lord Canterbury* (11 M. & W.; 1 Law T. 111, 231, 317), has decided the question.

Rule nisi.

REG. v. THE JUSTICES OF HERTFORDSHIRE.
Certiorari to remove order of justices and order of sessions, with the view to quash same for defect of jurisdiction.

Hawkins moved for a *certiorari* to remove an order of two justices, and also an order of sessions confirming the same, into this court, with the view to quashing the same, on the grounds, 1st. That the order of justices, which was made under the 4 & 5 Vict. c. 59, does not allege that the parish in respect of which the order is made is within the district of the petty sessions, and so does not shew jurisdiction. 2. That the order is uncertain, in not stating out of what rates the amount directed to be paid over is to be collected, pursuant to 5 & 6 Wm. 4, c. 50, ss. 27, 28, 29. 3. That some of the justices who sat upon the bench were interested in the event. *Rule nisi.*

BUSINESS OF THE DAY.

LEWIS v. BOWES.—*Jervis* shewed cause against a rule obtained by *Balnck*, for judgment as in case of a nonsuit. *Rule discharged without costs.*

FARRELL v. GADSDEN.—*Wordsworth* shewed cause against a rule obtained by *Charnock*, for judgment as in case of a nonsuit.

Rule discharged without costs.

COLLIS and ANOTHER v. EVANS.—*Peacock* moved for a rule to review the Master's taxation herein. *Rule nisi.*

POWELL v. PINNER.—*Peacock* moved for a rule calling upon Mr. Drewe to show cause why he should not pay the defendant's costs, the action having been brought without the authority of the plaintiff, who is a lunatic. *Rule nisi.*

PRICKETT v. MONCK.—*Cleasby* shewed cause against a rule to enter up judgment on a warrant of attorney, which is more than 10 years old.

Referred to the Master to ascertain what is due for principal and interest.

In the matter of the arbitration between the BISHOP AUCKLAND RAILWAY COMPANY and RICHARDSON and OTHERS.—*Addison* moved to set aside the award herein, on the ground that the arbitrators refused to admit certain evidence. *Rule nisi.*

Ex parte ELLEN GRIFFITH.—In this case the applicant was brought up by *habeas corpus*. (See 3 Law T. 79, reported as Ellen Grifhn.)

Henderson appeared for the magistrates, and *Watson* for the prosecutor.

The period of imprisonment having already expired, the prisoner was at once ordered to be discharged.

Tuesday, May 7.

Ex parte RICHARD ANDREWS.

Where a true bill has been found against a party for a capital felony, as for murder, a judge will not admit him to bail, even though it is clear that he will be acquitted upon his trial.

Miller, on a former day (Wednesday, May 1), applied for a writ of *habeas corpus* to bring up the applicant, with the view to his being admitted to bail. The prisoner had been committed to the Warwick gaol on the coroner's warrant on a charge of murder. At the last assizes the grand jury returned a true bill, but in consequence of the absence of two material witnesses the trial was postponed; it had been proposed at that time on the prisoner's behalf, that the depositions taken before the coroner of these witnesses should be read on the part of the prosecution, rather than the trial should be postponed. This, however, the learned judge (Gurney, B.) refused to permit, holding that in a criminal case he had no power to allow it. At the same time an application was made that the prisoner might be admitted to bail, which application was unsuccessful. From the statement of the facts of the case, it would appear that the evidence upon which the grand jury found the bill was illegal, and that there was really no case whatever upon which a petty jury could convict.

WIGHTMAN, J. after taking time to look into the authorities, this day refused the application; his lordship said, that no single instance had been adduced of a party having been admitted to bail on a charge of murder after the grand jury had returned a true bill; and that the case which had been cited of the *Queen v. Scaife and Wife* (9 Dowl. 553) was not a case of a capital felony, for which reason it was clearly distinguishable from the present one; that the instances where parties had been admitted to bail on a coroner's inquisition proceeded upon the ground that the depositions were before the Court, which was not the case where a bill is returned by the grand jury, in which the Court is in ignorance of the evidence upon which the jury have acted; that the decisions upon the point had been uniform, and that there was a case precisely in point, namely, that of *Lord Mohun*, 1 Salk. 103; that there were other authorities in Bac. Abr. title Bail in Criminal Cases, b, *Kirk and Case*, 12 Wm. 3, in which it had been held that the Court would not bail after a bill found for murder, although the party were clearly innocent. His lordship also referred to *Reg. v. Chapman* (8 C. & P. 558), and *Reg. v. Guttridge* (9 C. & P. 228), and said he felt himself, upon all the authorities, bound to refuse the application.

REG. v. THE JUSTICES OF CARMARTHEN.
Certiorari to remove justices' certificate for directing a highway under the General Highway Act, for certain defects.

The *Solicitor General* moved, on the part of the Crown, for a *certiorari* to remove a certificate of certain justices of the peace of Carmarthenshire, together with the order of sessions thereon, for stopping up and diverting a certain highway leading to the sea-side, with the view to quashing the same. The certificate in question had been made by two justices, under the authority of the 5 & 6 Wm. 4, c. 50, ss. 84, 85 (the General Highway Act), which certificate had been enrolled at the sessions in January last, pursuant to sec. 85; and on the part of the Crown it was contended, 1st, That it did not appear on the face of the certificate that the request of the surveyor to the justices to view the road was preceded by any meeting of the inhabitants. 2nd, That it did not appear that the view of the justices was a *joint one*. (*Rex* v. *Cambridgeshire*, 4 Ad. & Ell. 111.) 3rd, That it did not appear that the justices came to their decision *exclusively* upon the view. (*Reg.* v. *Stephen Jones*, 12 Ad. & Ell. 684.) 4th, That it did not appear that the requisitions of the 85th sec. that a plan should be delivered at the *same time* that proof of the due affixing of the notices was given, had been complied with. 5th, That it did not state that the notices were in legible characters, nor that they were inserted in a newspaper, published or generally circulated in the county. *Rule nisi.*

—— v. CASTLE.
Sufficiency of affidavit of service of rule nisi.

Prideaux moved to make a rule absolute, on an affidavit of service, which the Master had deemed insufficient. The affidavit contained the allegation that the rule *nisi* had been duly served, "by leaving a copy of the same at the house or office of Mr. G. J. Keene (the defendant's attorney) with a female, who said she was authorized to receive papers for the said G. J. Keene. (*Carew* v. *Winslow*, 5 Dowl.)

WIGHTMAN, J.—The objection is, she does not say that she was authorized by Mr. Keene.

Prideaux.—She could not be authorized by any one else; it is sworn that this was at his house.

WIGHTMAN, J. thought the service sufficient.

Rule absolute.

DANIELS v. ELDERTON.
Quære, as to the right of a plaintiff to proceed to outlawry against a defendant, when, by using due diligence, he might have taken him on a ca. sa.

Gray moved to set aside proceedings to outlawry, on the ground that the plaintiff could have taken the defendant into custody on the *ca. sa.* if he had chosen. (*James* v. ——, 9 Moore, 589.) *Rule nisi.*

BUSINESS OF THE DAY.

LAWTON v. RODGERS.—*Watson* shewed cause (See 3 Law T. 40). *Rule absolute.*

DOE *dem.* EVANS v. SNEAD and OTHERS.—*Williams* shewed cause against a rule obtained by *Bramwell* why all further proceedings should not be stayed until the costs of a former ejectment have been paid. *Cur. adv. vult.*

WIGG v. BROWN.—*Whigham* shewed cause against a rule obtained by *Pearson*, calling upon the plaintiff to shew cause why the order of a judge directing this issue to be tried before the sheriff should not be rescinded, or why a term should not be introduced authorizing the sheriff to certify to deprive the plaintiff of costs if the amount recovered should be under 40s.

Cur. adv. vult.

Ex parte JOHN PATER.—*Allen* moved for a rule calling upon Messrs. Flower and Becke to shew cause why they should not pay certain costs, pursuant to a judge's order. *Ballinger* said he was also instructed to move for a rule to set aside the order in question.

Rules nisi.

FERRAR v. DERFLINNE.—*Watson*, Q. C. shewed cause against a rule obtained by *Tomlinson* to discharge a rule for a new trial on payment of costs, the costs not having been paid by the defendant in due time.

Rule discharged on payment of the costs, and bringing 150l. into court.

REG. v. RAINFORTH.—This indictment, which was preferred against the defendant for a nuisance in erecting some chemical works, had been referred to a Mr. Hulton to say whether the defendant had abated it. This gentleman had found that the nuisance had, in a great measure, been abated, and it now became a question upon what terms the defendant should be discharged. (See 2 Law T. 354.) *Cur. adv. vult.*

Wednesday, May 8.

(Before Mr. Justice COLERIDGE.)

Ex parte ROBINSON.

Where a party was admitted in 1805, but has not practised, and since which year he has acted as a magistrate and a commissioner, the Court refused to re-admit him, but directed him to be re-examined, and to give his notices for the next Term.

M. Smith moved for the re-admission of the above gentleman.

The applicant had been admitted in 1805, but had never practised, having had considerable property left him. He had since then acted as a magistrate and a commissioner of taxes; but having been defrauded of a considerable portion of his fortune by a trustee, and being recently appointed to the office of steward to a lady of large landed property, in which capacity he would have to draw leases, &c. he was anxious to be re-admitted.

COLERIDGE, J.—There is the case of *Ex parte Billings* (5 Dowl. 395), in which the re-admission was refused where the party had discontinued his practice for thirty years, and was employed in the meantime as an officer of customs. Here the utmost legal information which the applicant would derive would be from Burn's Justice, which would be of very little service to him in drawing leases. There can be no harm in his being examined. Let him give his notices for examination next Term.

Rule refused.

REG. v. THE JUSTICES OF THE NORTH RIDING OF YORKSHIRE.
Mandamus to compel justices to appoint a person to view a highway under the 5 & 6 Wm. 4, c. 5, s. 94 (the General Highway Act).

Martin, Q. C. moved for a rule *nisi* for a *mandamus* to the above justices, commanding them either to appoint some competent person to view a certain highway, or to view it themselves.

This was an application to compel justices to carry out the provisions of the General Highway Act (5 & 6 Wm. 4, c. 50), the 94th section of which provides that if information on oath shall be given that any highway is out of repair, it shall be lawful for the justices to issue a summons requiring the surveyor of the parish, &c. to appear before them, and the justices shall either appoint some competent person to view the said highway and report thereon, or the said justices shall view it themselves. On the surveyors being summoned, it was objected by them that the applicant ought to have gone into evidence of the non-repair; and the justices being of that opinion, and such evidence not being offered, they refused to appoint a person to view. *Rule nisi.*

SHOWLER v. STOAKES and YEOMANS.
Where, in a joint action of contract against two defendants, judgment against them both is set aside for irregularity, with costs (there being no rule to plead), at the instance of one defendant only, a payment of the costs to the other defendant will be bad, and of no avail.

Erle, Q. C. shewed cause against the rule obtained herein by *T. W. Saunders*, for discharging a rule making a judge's order a rule of court. (See 3 Law T. 79.)

In this case, the two defendants, who were partners, were sued for use and occupation. They appeared in person, and, not having pleaded, judgment was signed against them both by default. A summons was afterwards taken out by an attorney, to set the judgment aside for irregularity, on the ground that no rule to plead had been entered. On the hearing, the judge made an order for setting the judgment aside, with costs. The costs were afterwards taxed at 3l. 6s. 8d. which sum the plaintiff the next day paid to the defendant Stoakes, who received the amount, and gave a receipt in the action for himself and partner. Subsequently, the attorney applied to the plaintiff for the costs by letter, when an answer was returned that they had been paid as above. A formal demand was afterwards made, and, on non-payment, the judge's order was made a rule of court.

Erle, Q. C. now contended, upon affidavits, that the application to set aside the judgment having been at the instance alone of the defendant Yeomans, a payment of the costs to Stoakes was no satisfaction.

T. W. Saunders, in support, urged that, *primâ facie* as the proceedings were for the benefit of both defendants, the action being joint, and the judgment against the two entire, and necessarily set aside as against both, it must be taken that the proceedings were taken on the behalf of both; and that, if in fact the judgment was set aside only at the instance of Yeomans, that express notice ought to have been given of the fact; and that, in the absence of such notice, and as the money was paid to Stoakes, the other defendant, who was the partner of Yeomans, it must be deemed a sufficient payment; and that the order ought not, under such circumstances, to have been made a rule of court.

COLERIDGE, J. thought that sufficient appeared on the affidavits to shew that the judgment was set aside at the instance only of Yeomans, who therefore was the party properly entitled to the costs, and that the payment to his co-defendant was no answer to the demand made upon the Master's *allocatur*.

Rule discharged without costs.

BUSINESS OF THE DAY.

REG. v. THE JUSTICES OF THE EASTERN DIVISION OF SUSSEX.—WESTHAM, Appellants, EASTBOURNE, Respondents.—His Lordship said, that he had granted a rule in this case.

Ex parte COLLINS and ANOTHER, *re* ANTHONY.—*Knowles* moved to enlarge this rule until next term. (See Report 1st May.) *Kule enlarged.*

WALTERS v. WHALLEY.—*Gray* moved to enlarge this rule. (See 3 Law T. 61.)

Rule enlarged, copies of the affidavits to be furnished to save office copies.

Ex parte HUTCHINS.—*Hoggins* shewed cause in this case, which was an application to refer an attorney's bill that had been paid by the giving of certain bills of exchange, to taxation. The principal question was, whether the attorney's bill must be taken to be paid at the time the bills of exchange are given, or at the time they are honoured. (See *Sayer* v. *Wagstaff*, 2 Law T. 418.) *Cur. adv. vult.*

FRYER v. THE BRISTOL AND GLOUCESTER RAILWAY.—This rule was enlarged.

PHILPOT v. THOMPSON.—*Platt*, Q. C. and *Peacock*, shewed cause against a rule obtained by *Miller* herein. *Cur. adv. vult.*

BENN v. HUTCHINSON.—*Raines* shewed cause against this rule. *Lush*, in support. (See 3 Law T. 61.) *Rule absolute.*

SMITH v. SUMNER.—*Phinn* shewed cause against a rule obtained herein by *Petersdorff*, to enlarge a peremptory undertaking.

Rule absolute, on payment of former costs, to try at the next Surrey assizes.

REG. v. THE SWANSEA WATERWORKS COMPANY.— *V. Williams* shewed cause herein. *Kelly*, Q.C., and *J. W. Smith*, in support. (See 2 Law. T. 173.) *Rule absolute.*

CHAPMAN v. SHIRREFF.—*Kelly*, Q. C. shewed cause against a rule obtained by *H. Hill*, calling upon Mr. Shirreff to deliver up to Mr. Chapman, or his attorney, certain papers, and to pay the costs.

Rule discharged.

PITCHER v. MOFFAT. — *Humfrey* shewed cause against this rule. *Charnock*, in support. On being served with the rule, the officer paid 5*l*. (See 3 Law T. 79.)

Rule absolute to refer to the Master, to ascertain what has been overpaid, taking into consideration what was paid by the sheriff's officer, the costs in the discretion of the Master.

MORGAN v. CHAMBERS.—*Williams* shewed cause against this rule, which had been obtained by *Petersdorff*. (See 3 Law T. 60.)

Rule discharged, with costs.

DITCH v. DITCH.—In this case his Lordship refused the rule. (See 3 Law T. 79.)

Bankrupt and Insolvent Courts.

COMMISSIONERS' COURTS.

Wednesday, May 8.

(Before Mr. Commissioner HOLROYD.)

Re WRIGHT and OTHERS.

Auctioneers' charges.

In this case an application was made by *Hamilton*, the solicitor to the assignees, to rescind an item of 100*l*. paid by the official assignee to Mr. Alderman Farebrother, for the alleged sale of a policy of insurance which was valued by the Rock Company at 2,640*l*. and which, in point of fact, was bought in by the family of Mr. Berners, who was a debtor to the bankrupts' estate. At the last hearing, on the 2.' d of April last, Mr. Farebrother expressed his willingness to leave the matter in the hands of the Court, when his Honour said, that he would undertake the inquiry with the consent of both the parties, although in strictness, as the item objected to had been passed at the previous "audit" (and no matter how that had happened), he could not judicially interfere except in the manner he had just stated. Of course, however, he would not decide upon the matter without hearing such evidence as the parties might feel it necessary to produce, this being the state of the case at the last hearing, and the principle of auctioneers' right to charge for sale or no sale of policies of insurance, being considered of much more importance than the amount of the charge in question,

Hamilton now applied to his Honour, to know if he were prepared to enter upon the examination of witnesses, to justify the extraordinary charge which had been made by Mr. Farebrother for the alleged sale of this policy of insurance for 5,000*l*. On the 19th of February, 1841, sixteen policies of insurance were to be sold for the benefit of this estate. Several were sold, and five or six lots were bought in. The charge on the policy in question was upon the life of Mr. Berners (then living at Versailles), and, upon the morning of the intended sale, the assignees discovered that they had no power to sell it, as it was held by the bankrupts as a collateral security; and, ultimately, Mr. Archdeacon Berners purchased his brother's debt for 5,000*l*. The Court can easily judge of the surprise of the assignees when they found that a charge was made for commission by Mr. Farebrother upon a sum of 5,375*l*. the office value being only 2,640*l*. The charge, however, was objected to. Mr. Farebrother settled with the official assignee, who gave him cheques for the amount of his account. Somehow or other it got into the "audit," and therefore was allowed. Upon some remonstrance being made, a second account was sent in by Mr. Farebrother, differing only to a small extent from the former; and as he (Mr. Hamilton) understood it, the whole question now in issue was one of *quantum meruit* in relation to Mr. Farebrother. It was quite clear that a distinction was to be made between the charges for a sale of landed property and policies of insurance; but the fact appeared to be that auctioneers thought themselves entitled to charge commission as well for what they did not as what they did sell. The sale of this particular policy did not depend upon Mr. Farebrother, and for once, at least, common sense and common law agreed together, in the decision of the case of *Rainy* v. *Bainbridge* (newspaper reports). Mr. Rainy thought himself entitled to a certain amount of charge; the defendant paid in a sum which he thought reasonable into court; the jury did not think it sufficient; and, therefore, the plaintiff had a verdict; but three, at least, of the learned judges held that liability to the charge of commission was not always to be inferred in the employment of auctioneers.

Mr. Farebrother.—Always.

Hamilton.—Well, be that so or not, this policy was passed over, and Mr. Farebrother was only entitled to a *quantum meruit*, to which I do not object; but I think, for his one day's sale of these policies, he might be satisfied with the receipt of 80*l*. or 90*l*. I have thus far stated my objections to the charge of Mr. Farebrother, and I want to hear evidence in support of his charge, or even of the existence of the "custom" in his trade which he has set up in his justification.

Mr. Farebrother.—The account has already been settled and closed in law; but yet, if it be fairly questionable, I have no objection to have it opened. There is an established commission upon sales by respectable auctioneers, although I know full well you may get a man in almost any occupation, who will offer to do your business for one-half the amount of another person's charges. My object here is not to put a few miserable pounds in my pocket, but to assert the right to maintain the charges I have made.

Mr. Commissioner HOLROYD.—You are not, Mr. Alderman, to get remuneration for that which you did not do, though for what you have done you are entitled to a fair and liberal remuneration. This policy was sold by private contract, and not by you.

Mr. Farebrother. –It was a nomination policy, your honour; it was advertised in my particulars of sale. I also think that it was advertised a second time, which induced the friends of Mr. Berners to settle their debts to the bankrupts, and buy it in.

Hamilton.—Not exactly so. Mr. Berners was found to be in negotiation for the sale of his debt before the policy was ever put up by Mr. Farebrother; and the sale was not brought about by any labour of the auctioneer.

Mr. Farebrother.—It was only withdrawn from sale because Mr. Berners was then at Versailles.

Mr. Commissioner HOLROYD.—Even though the sale were effected by private contract, yet if it were brought about through the skill and labour of the auctioneer, it is quite clear that he should be paid a reasonable sum for his labour. In the absence of any express contract for commission you should be fairly rewarded for your skill and labour, but nothing more.

After some further discussion, the hearing was adjourned for the production of evidence to substantiate the claim of Mr. Farebrother.

Thursday, May 9.

(Before Mr. Commissioner FONBLANQUE.)

Practice.

Solicitors will not be permitted to attend to oppose insolvents on the behalf of loan societies.

His HONOUR said, in an insolvent case which came before him this morning, he should take especial care not to allow solicitors attending on the part of loan societies to oppose insolvents, without they appeared properly clothed with authority. It appeared in the case alluded to that the insolvent was opposed by the secretary of a loan society, who had deputed a solicitor to attend, but as the promissory note upon which the money had been advanced was only made out in the name of one party, and the solicitor did not pretend to say that he had been directed by that party to attend, his Honour declared he had no *locus standi* in the Court. On the other hand, if attending as the representative of the society, the promissory note ought to contain all the names of the partners associated; but that was not the case, and hence there was a fatal objection on that ground. The Commissioners were determined, his Honour said, to give no facility to loan societies in the administration of bankruptcy or insolvency, without those societies chose to undergo the ordeal and test of applying for charters, and submitting to the pains and penalties therein contained, since it was most certain that numbers of them worked much evil among the community.

Sturgeon, who raised the point, said, in one case which had passed through his hands a poor cobbler, for an advance of 2*l*. had been obliged to pay 2*s* per. week for twelve months.

His HONOUR did not mean to say that the society now seeking to oppose was oppressive in their charges or proceedings, but of this he was quite certain, that many of them were the engines of extortion to those whom they proposed to assist. He was therefore desirous that this determination of the Court should be as speedily promulgated as possible.

THE LEGISLATOR.

Summary.

No subject of legal interest has engaged the Legislature since our last.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Tuesday, May 7.

Stamp Duties Bill.

County Rates, &c. Bill "for facilitating the Collection of County Rates, and for relieving High Constables from attendance at Quarter Sessions in certain cases," presented and read 1st time: to be read 2nd time on Thursday next and to be printed.

Thursday, May 9.

Customs Duties.
Turnpike Acts Continuance (Ireland).
Unlawful Oaths (Ireland).
Assaults (Ireland).

BILLS READ A SECOND TIME.

Tuesday, May 7.

Vinegar and Glass Duties.

Thursday, May 9.

Savings' Banks.
Stamps Duties.

BILLS READ A THIRD TIME AND PASSED.

Monday, April 29.

Bailiffs of Inferior Courts.

Tuesday, May 7.

Exchequer Bills.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Wednesday, May 1.

Manchester Bonding.

Friday, May 3.

Edinburgh Agreement.

BILLS READ A SECOND TIME.

Friday, April 26.

Manchester Royal Infirmary.

Monday, April 29.

Malan's Naturalization.
Figge's Naturalization.
Rother Levels Drainage.

Tuesday, April 30.

Ventnor Improvement.
Nottingham Improvement.
West Croft Inclosure.

Monday, May 6.

North Wales Mineral Railway.
Manchester Stipendiary Magistrate.
Rodbard's Name.

Tuesday, May 7.

Manchester Bonding.

Thursday, May 9.

Newport Dock.
Delabole and Rock Railway, No. 2.

BILLS READ A THIRD TIME AND PASSED.

Friday, April 26.

Manchester, Bury, and Rossendale Railway.
Dowager Lady Nugent's Naturalization.

Thursday, May 2.

Bowbrick-hill Estate.
Newbury, Basingstoke, &c. Railway.
Lascaridi's Naturalization.
Spartoli's Naturalization.

Friday, May 3.

Pontopp and South Shields Railway.
Leeds and Selby Railway.
Thetford Inclosure and Drainage.

Thursday, May 9.

Wells Lighting and Improvement.
Leeds New Gas.
Leeds and Bradford Railway.
Globe Insurance Company.
Liverpool Fire Prevention.
Cababe's Naturalization.
Haltwhistle Inclosure.
Maryport and Carlisle Railway.

Bills in Progress.

SAVINGS-BANK BILL.

A printed copy of the new Government Bill to amend the laws relating to savings-banks, and to the purchase of Government annuities through the medium of savings-banks, has just been issued by the printers of the House of Commons, according to its orders of Thursday week. The names endorsed on the Bill are those of the Right Hon. the Chancellor of the Exchequer and Sir George Clerk, Bart. the Secretary of the Treasury. The number of clauses amounts altogether to 16. The first enacts, that after the 20th day of Nov. next the annual deposits of any present or future depositor in savings-banks are not to exceed 20*l*. in the whole, exclusive of compound interest; nor is any person to be allowed to deposit more than 120*l*. in the whole; it being provided that when the investments of any depositor amount in the whole to the sum of

150*l*. (principal and interest included), the interest shall entirely cease, so long as they shall continue to amount to the said sum of 150*l*. At present depositors are allowed to invest the sum of 30*l*. annually, until their deposits reach a total amount of 150*l*. This clause is not, however, to affect deposits of or above the sum of 200*l*. on the 28th of July, 1828, or deposits which shall amount to or exceed the sum of 150*l*. on the 20th day of November next. The third clause enacts, that from and after the 20th day of November next ensuing, the interest payable to the trustees of savings-banks by the Commissioners for the Reduction of the National Debt shall be at the rate of 2d. per cent per diem; and the 4th enacts that after the same date, the interest payable to the depositors by the trustees or managers of any savings-bank shall not exceed the rate of $1\frac{3}{4}$d. per cent. per diem. This will reduce the rate of interest per diem (365 days) to about 2*l*. 13s. $2\frac{1}{4}$d. per cent. whereas at present it amounts, we believe, to 3*l*. 5s. per cent.; and thus depositors in savings-banks will be curtailed of 11s. $9\frac{3}{4}$d. per cent. per annum interest. Depositors on making their first deposit are required to sign the declaration required by the existing Acts of Parliament, and a copy thereof is to be annexed, duly signed and attested, to the deposit-book. Actuaries, secretaries, cashiers, or other officers of savings-banks, who shall receive deposits, and not immediately pay them over to the managers, on being convicted thereof will be deemed guilty of a misdemeanour. Every depositor must produce his book at the institution at least once in every year, for the purpose of being examined. The 8th clause defines and limits the responsibility of trustees and managers. No "trust accounts" are to be opened after the passing of this Bill and when deposits shall be made in more names than one, the signature of all the parties will be required on repayment. Annuities are not to exceed 40*l*. nor to be less than 4*l*. per annum.; at present they are limited to 20*l*. In cases where the deposit and interest of deceased depositors do not exceed 50*l*. if no will is proved within three months the money may be paid over to the widow, or the party entitled to the effects of the deceased depositor. Such are the chief provisions of the new Bill, which, whatever may be its merits or demerits, will, if passed into a law, have a very important bearing upon the interests of the working classes.

HOUSE OF LORDS.

THE MAGISTRATES OF WINCHESTER.

MONDAY, May 6.—Lord BROUGHAM presented a petition from a person whose name we understood was Dennis, and who represented himself to be a master of arts, stating that being unemployed he went to Winchester to canvass for an appointment as schoolmaster, and that he took with him some religious tracts, which, being poor, he endeavoured to dispose of in the town, but that the magistrates interfered and committed him to prison as a vagrant. The petitioner complained of having undergone this sentence, prayed that the hardship of his case might be taken into consideration, and stated that he was prepared to verify his statement.

LAW OF DEBTOR AND CREDITOR.

Lord BROUGHAM placed on the table the document to which he had referred on a former occasion, relating to mercantile law.

PENAL STATUTES.

Lord BEAUMONT having heard that it had been stated by the right honourable Secretary of State in another place that the Government intended to carry out the recommendation contained in the 6th report of the criminal law commissioners, with respect to the penal statutes against Catholics, wished to say that the Bill he held in his hand was not intended in any way to forestal the intentions of the Government, but he merely wished the Bill to be read a first time and printed, as it contained a recital of all the grounds of grievance now existing.—The LORD CHANCELLOR was understood to say, that it was not the intention of the Government to carry out the recommendation, but that it was under consideration. The Bill was then read a first time.

COURTS OF COMMON LAW PROCESS (ENGLAND) BILL.

On the motion of Lord CAMPBELL, the above Bill went through committee, with amendments. Report to-morrow.

HOUSE OF COMMONS.

THE LAWS OF MORTMAIN.

TUESDAY, May 7.—Lord J. MANNERS, in rising to move for a select committee to inquire into the operation of the laws of mortmain, and the expediency of revising the same, said that last year, when he brought forward this subject, some formal objection was made to the course which he had adopted, and he then announced his intention of bringing the subject forward again in a less objectionable shape. The laws of mortmain were passed in times altogether different from the present, for the purpose of guarding against those evils which were now unknown in England, and to prevent the doing of that which it was wished might now be done. Although his motion last year was opposed so strongly, he did not think that anybody would contend that these Acts ought to remain on the statute-book, more especially that last and most stringent one which was passed in the reign of George II. The noble lord mentioned some cases in which the law, as it stood at present, had prevented the good intentions of benevolent persons from being fulfilled, to the great disadvantage of the persons they designed to benefit. All he asked upon the present occasion was, not a repeal or alteration of the laws, but for a committee of inquiry into their operation; and he would produce witnesses to shew what their effect was. If the house refused to grant the committee, he presumed it would not be because the present law was so good as to be above all doubt and suspicion, and all necessity for inquiry, but because it was so great an anomaly, and so gross an absurdity, that it could not bear investigation.—Sir J. GRAHAM said, he certainly had opposed the motion of the noble lord last year for altering the law; but he was not prepared to say upon this occasion that an inquiry into the operation of the law might not be expedient. The great question of the policy of altering the law must, however, be left to the consideration of the house. He had great pleasure in acceding to the motion of the noble lord. The motion was then agreed to.

Sir W. HEATHCOTE moved for and obtained leave to bring in a Bill to facilitate the collection of county-rates, and to relieve high-constables from compulsory attendance at quarter-sessions

THE MAGISTRATE.

Summary.

WE have only to direct attention to various important cases reported in this day's LAW TIMES, and especially to one in which it has been held that a prisoner charged with murder cannot be admitted to bail, even though the evidence against him is clearly illegal, and insufficient to convict.

REPORTS OF MAGISTRATES' CASES.

By ADAM BITTLESTON, Esq. of the Inner Temple, and J. C. SYMONS, Esq. of the Middle Temple, Barristers-at-Law.

QUEEN'S BENCH.—EASTER TERM, 1844.

(*Continued.*)

Wednesday, May 1.

REG. *v.* FEWSTON.

When a pauper has been previously removed as the wife of B. K. without appeal against the removal, it is primary evidence of the husband's settlement; and the Court will not send a case back to be re-stated, in order to raise the question of whether the removal was to the wife's maiden settlement.

On appeal to the Borough Sessions of Leeds against an order, dated Feb. 1, 1843, for the removal of Elizabeth Lane from the township of Leeds to the parish of Fewston, the order was confirmed subject to a case, of which the main facts were these:—

The examination of Elizabeth Lane, who, in 1840, had been deserted by her husband, and then applied for relief to the overseers at Leeds stated that in that year "an order was made by two magistrates of Leeds for my removal from Leeds to the township of Fewston, as the last place of my lawful settlement derived though my husband, which said order was duly executed, and the overseers of the poor of Fewston received me without dispute."

This was also stated in the examination of another witness, and an order was put in for the removal of "*Elizabeth Lane, the wife of John Lane,*" reciting that the last place of settlement of the said Elizabeth Lane is in the parish of Fewston.

The grounds of appeal upon which the case turned were, that there was no legal evidence that John Lane was settled in Fewston; that there was no consent on his part to his wife's prior removal there, and that he was then settled in Leeds.

Hall, R. in support of the order of sessions.—The order of removal of the pauper in 1810 not being appealed against, is conclusive evidence, not only that the wife was settled there, but of every material statement then made; amongst these was the fact that she was the wife of John Lane. It is conclusive as to her, her husband, and her children. (*Rex* v. *Hinxworth*, Cald. 32; *Rex* v. *Rudgeley*, 8 T. R. 620). The appellants not having appealed when they were originally aggrieved cannot afterwards deny the settlement. (*Rex* v. *Leigh*, Cald. 59; *Rex* v. *Towcester*, 2 Burr. 679).

Pashley, contrà.—The former order is conclusive only of the wife's settlement, which was then alone in discussion, and not the husband's. [DENMAN, C. J.—But that is the same.] I admit that *Rex* v. *Rudgeley* so decides it, but in *Rex* v. *Wrighton* (Cald. 39) the wife was removed as the wife of B. K. to her maiden settlement, without reference to that of her husband, and such may have been the case here. [COLERIDGE, J.—Here the removal was expressly to the maiden settlement.] It might have been shewn that Elizabeth Lane was equally sent to her maiden settlement. [PATTESON, J.—You mean that you ought, then, to have been let in to prove that?] Yes. How are we estopped from doing so? There is only the case of *Rex* v. *Rudgeley*, which I ask the Court to overrule. [PATTESON, J.—We cannot, under this case as it is here stated, go back to the evidence that might have been given under the former order. The case says nothing about your having tendered any evidence of that. The statement is explicitly made that the pauper was removed to F. as "the last place of my legal settlement as derived through my husband." [COLERIDGE, J.—You have selected two grounds of appeal, and this is not one of them. Is there not primary evidence, if not explained?] It was agreed between counsel on each side that this should form a main point of discussion. I ask the Court to send the case back to be re-stated. (*Reg* v. *Ellal*, Q. B. Hil. T. 1844.)

DENMAN, C. J.—There must be an end to litigation somewhere. If the parties wished to stir a question settled for three-score years, counsel having an opportunity of conferring upon the case should bring it properly before us.

Order confirmed.

Tuesday, May 7.

REG. *v.* W. S. WOOD, Esq.

If two surveyors of roads are appointed for two separate portions of the same parish, and the road-rates in each are separately collected, but form only one whole rate for the entire parish, payment of the rate to either surveyor suffices.

A rule had been obtained in this case, calling on William S. Wood, a magistrate for the county of Hereford, to shew cause why a *mandamus* should not issue, "commanding him to join and concur with Francis Hemp, esq." another magistrate of the same county, in granting warrants of distress for enforcing certain road-rates in the parish of Abbey Dore. The affidavits shewed that there were two surveyors appointed; one for the upper, and one for the lower division of Abbey Dore; and that the road-rates had for twenty-six years been separately paid to them, and the payments of individual parties divided, in respect of land lying in each division; but that the rate thus collected formed one rate for the entire parish, the words upper and lower division being not mentioned in the rate-book. The parties summoned had refused to pay rates to one of these surveyors, on the ground that he was in insolvent circumstances, that he had not kept proper accounts, and that he intended to apply the rate to the repair of a road which was not a highway; they, however, expressed their readiness to pay the rates due from them to the other surveyor. Mr. Hamp, the justice who was willing to grant the warrant of distress, was, it appeared, an interested party.

Talfourd, Serjt. (with whom was *Greaves*).—Either the appointment of the surveyors or the rate was bad. If there were two separate surveyors the rate was bad, because made for the entire parish, or if the rate was for the whole parish, there ought not to have been two separate appointments of surveyors. It is impossible that the rate can be maintained, and where it is not clear that it can, the Court will not interfere. The application is wrong also in form; it asks that Mr. Wood be made to concur, and, therefore, ought not to be directed against one person only.

Greaves, on the same side, was stopped by the Court.

Sir *G. Lewin*, in support of the rule.—There have been separate surveyors for twenty-six years, and rates have been paid separately for each district, and there has been no appeal.

PATTESON, J.—Are they *separate rates?*

Talfourd, Serjt.—No; they are set out for the whole parish.

DENMAN, C. J.—The rate in this case appears

to have been clearly one entire rate; nor is it less so because the surveyors have been appointed, and have collected the rate for two separate districts.

Rule discharged with costs.

REG. v. LEEDS.

Tenement settlement under 59 Geo. 3, c. 50.

The words "I paid rent for the whole time of my tenancy," though preceded by a statement of a hiring for a year, at a rental of above 10l. do not sufficiently shew what rent was actually paid.

On an appeal at the Preston Quarter-Sessions in the county of York, against an order for the removal of Matthew Redmayne from Preston to Leeds, the order was confirmed, subject to the opinion of the Court, upon a case which set out the complaint of chargeability made by "Thomas Dixon, *as general assistant-overseer of the poor of the Preston union*, of which union the township of Preston, in the said borough, is part."

The examination of the pauper stated that he had become the tenant of a house in the town of Leeds in May 1820; he also stated, "I took the house for a year, at, I believe, 19l.; but I am not certain whether it was a pound more or less; I entered on and resided in the house in the said month of May, and continued to reside upon it with my family until the month of October 1821, when I left it. *I paid rent for the whole time of my tenancy.*"

The material part of the grounds of appeal was, that the information and complaint of Thomas Dixon, and the examination of Matthew Redmayne, are bad and defective, inasmuch as they shew the said order to have been made, not on the complaint and prayer of the churchwardens and overseers of the poor of the said township of Preston, but on the complaint of the said Thomas Dixon; and yet that the said information and complaint of the said Thomas Dixon, and the said examination of the said M. Redmayne, do not, nor does either of them, contain any evidence shewing any authority of the said Thomas Dixon to make such complaint before and to the said justices. In another ground of appeal it was stated, that "he had not in fact any such authority, and that the said order of removal is null and void, as made on the complaint of a person wholly unauthorized to make the same." Another ground of appeal was, that "the said examination was insufficient, inasmuch as it does not state the house therein mentioned to have been a separate and distinct dwelling-house, *bonâ fide* hired at and for the sum of ten pounds a year at the least; and inasmuch as they do not state that such house was held, and the rent for the same actually paid, for the term of one whole year at the least, by the said Matthew Redmayne, who is alleged to have been the person hiring the same."

Cowling, in support of the order of sessions.—It was not necessary to send the complaint of chargeability to the appellant at all. It is not required by 4 & 5 Wm. 4, c. 76, s. 79. The act of the assistant-overseer is the act of the overseer. (*Reg.* v. *Bedingham*, 3 Law T. 53.) The order is perfectly regular, and speaks of the complaint of the overseers, therefore the appellants had distinct notice that it was the act of the overseers. It is, moreover, a question whether the assistant-overseer may not go to make the complaint. The statute of Charles does not require the overseers to make the complaint in person; if made on their behalf, it will satisfy the statute. The 46th sect. of 4 & 5 Wm. 4, c. 76, gives the power to the guardians and overseers of appointing proper officers to carry out the Act, and s. 109 includes within this power the appointment of assistant-overseers, who are often the fittest persons to mingle with the poor, and ascertain their condition and the facts which make them chargeable. (*Nolan*, 45, 4 a.) The order is drawn up as the order of the overseers, and it is quite consistent with probability that the overseers might be present at the time the complaint was made, which need not be in writing. (*Reg.* v. *Bucks*, 2 Gale and Dav. 560, per Denman, C. J.) No notice of complaint need be given, except that in the order. (*Reg.* v. *Rotherham*, 2 Gale & Dav. 523.) The objection, therefore, amounts to this, that a scrap of paper informally drawn is unnecessarily sent.

The renting of the tenement is sufficiently stated to satisfy 59 Geo. 3, c. 50 (*a*), under which it falls. The name of the landlord is not essential. (*Reg.* v. *Pontefract*, 2 Q. B. 518.) The taking and renting of the tenement are sufficiently stated; for although it is not expressly said that the rent for the whole time stated to have been paid by the pauper was the same rent he had agreed to pay, and in respect of the same hiring, that must be the meaning of the words; and they would be understood by every one except a special pleader or some captious person. In ordinary language there can be no doubt whatever. (*R.* v. *Pilkington*, 3 Gale & Dav. 319.)

M. C. Hall (with whom was *Whigham*), contrà.—Thomas Dixon is not described as assistant-overseer, but as "general assistant-overseer of the union," and therefore he is not assistant-overseer of the township. The act of the overseers afterwards in sending the order could not ratify that which was itself a void, and not merely a voidable act. (*Reg.* v. *Alternum*, 1 Gale & Dav. 261; *Harmley* v. *Rothwell*, 13 Law Journ. M. C. 39.) Great strictness is required in the statement of the payment of the rent. (*Reg.* v. *Pontefract*, 2 Gale & Dav. 700.) The statement made is consistent with the payment of something towards the rent all the time.

By the COURT.—We do not find a settlement there; we do not know, from this examination, what rent was paid.(*b*)

(*a*) This Act requires the tenement to be "*bonâ fide* hired by such person, at and for the sum of ten pounds a year at the least, for the term of one whole year; and that *the rent for the same* be *actually paid for the term* of one whole year at least."—S.

(*b*) This case is a good example of the slovenly mode in which examinations are taken. Nothing can be more likely than that the pauper meant he paid THE rent for the whole time. But why was the word "the" or the sum paid omitted? It is equally clear that the words, "I paid rent the whole time" (not *for* the whole time) may mean *some* rent only: and it is perfectly right to prevent the trickery that might be let in were such loose language to pass.—S.

Tuesday, May 7.

Ex parte THE DUKE OF MARLBOROUGH.

A criminal information will not be granted for mere words spoken against a magistrate, imputing to him corrupt conduct in his magisterial capacity, if unaccompanied by acts tending directly to obstruct the exercise of his functions.

The *Solicitor-General* moved for leave to file a criminal information upon the complaint of his Grace the Duke of Marlborough against L. C. Humfrey, esq. barrister-at-law, on the ground of certain statements made by him in the centre of the jurisdiction, and relating to the character, of his Grace, in his magisterial capacity, before persons over whom that authority was exercised, and by which its efficiency, when called into activity, was likely to be materially impaired. These statements (of which Mr. Humfrey had probably been made the unconscious instrument by other parties), were put forth by him at Woodstock on the occasion of an election of a member to serve in Parliament for that borough, but at which election Mr. Humfrey had no chance or expectation of being returned. Every statement which was at all specific and detailed was completely answered in the affidavits. The statements against the Duke of Marlborough in his magisterial capacity were, in substance, these:—That a complaint having been instituted against a tenant of the duke named Harris, for rescuing his horse when distrained by the duke's hayward for trespassing on the duke's ground, the magistrates who heard the charge refused to decide the case, but that his Grace, acting alone as judge in his own case, and sitting upon a dog-kennel, with a glass of ale in his hand, had sentenced Harris to a fine of 1s. and 19s. costs; who, not being able to pay the fine and costs, was committed by his Grace to prison. The material facts were all denied or explained in the affidavits. There were various other statements derogatory to the general character and reputation of the Duke of Marlborough.

DENMAN, C. J. delivered the judgment of the Court.—There can be no doubt that the words which form the subject of this application convey a grievous imputation against the Duke of Marlborough, and it is not to be wondered at that his Grace should have thus sought the means of coming into Court, in order to deny, upon oath, the charges made against him. The question, however, which the Court has alone to decide is, whether it has the power to order a criminal information to be filed upon this application. We think it is clear that there is no authority for such a course, and that we ought not to grant this application. The only charge upon which the Court doubted whether this motion might be granted is that which imputes unfairness and corruption to the Duke of Marlborough in the exercise of his magisterial functions. The denial of this charge is complete; but the Court finds no authority or precedent in which the mere speaking of words to that effect have been held sufficient ground on which to grant an application for a criminal information, unless such words were addressed to the magistrate himself whilst in the immediate exercise of the magisterial office, and there has been some direct obstruction to the administration of justice, and not merely the speaking of words imputing misconduct. In Starkie on Libel, edit. 1830, it is doubted whether "the case may not be different if any specific act of oppression or corruption were imputed to a magistrate in the performance of his magisterial functions;" but this doubt is still a doubt without any authority to support it. The learned Solicitor-General has failed, contrary to the expectation of the Court, to shew them how any of the cases which have occurred support this application; he has not referred to a single dictum upon the authority of which it might be granted. From this omission the Court infers that none such exists. There is, however, one principle pervading all the cases which have occurred on this subject, and that is an unwillingness on the part of the Court to make mere words amount to a crime. There is in such cases so much liability to misunderstand, so much difficulty in proving what is said, and so many explanations are available for the purpose of qualifying and excusing offences which consist in verbal statements, that the Courts have been properly reluctant to act summarily on oral testimony; and we feel we ought not to interfere with a course so well understood. We could not do so without violating the authority of established precedents, and setting an example for inquiries of which the results would be unsatisfactory to the parties, and injurious to the interests of justice.

Rule refused.

The following buildings have been duly registered for the solemnization of marriages, pursuant to the Act of the 6 and 7 Wm. 4, c. 85:—The Baptist Chapel, situated at Golcar, in the parish of Huddersfield, in the county of York, in the district of the Huddersfield union; the Unitarian Chapel, situated at Bay's-hill, in the parish of Cheltenham, in the county of Gloucester, in the district of the Cheltenham union; Methodist Chapel, Kendal; Regd. Remington, superintendent registrar: Throop Chapel, Throop, Hampshire; Henry Pain, superintendent registrar: Biddleston Catholic Chapel, Alwinton, Northumberland; Robert Moody, superintendent registrar.

THE LAWYER.

Summary.

TERM has ended, and the more important judgments are about to be given. Hence the reports will continue to occupy a large portion of our space, and to preclude much of other material, to which we should like to have given place. The vacant Commissionership in Bankruptcy is not yet disposed of. It is now said it is to be given to Sir GREGORY LEWIN. Mr. GOULBURN comes to London for certain, and Mr. BERE takes his place at Exeter.

LEGAL INTELLIGENCE.

ATTORNEYS' AND SOLICITORS' BENEVOLENT SOCIETY.

WE understand that a meeting is about to be convened by some of the principal members of the Incorporated Law Society, for the purpose of raising a fund for the relief of aged and infirm and indigent attorneys and solicitors, and also for establishing schools for the maintenance and education of the orphan children of such members of the Profession as may die in indigent circumstances.

The Law Charitable Association grants relief to the *widows* and *families* of such attorneys and solicitors as have practised in the Metropolis, and have been subscribers to the Association. It is now proposed to extend the objects of this Association by affording aid to attorneys and solicitors, whose age or infirmities and indigence render them unable to maintain themselves, and also for establishing orphan schools.—*Legal Observer.*

ON LEGAL EDUCATION.

Views of the Honourable Justice Story, and all the judges in the Supreme Court of the United States, on legal education, as communicated in a letter from Professor Greenleaf, of the Law School, Havard University, to the President of the Society of the Dublin Law Institute:—

"Your very kind letter which I received a few days since afforded me great pleasure, mingled, however, with regret at the information it contained of the suspension of class instruction in the Dublin Law Institute. I showed it to my colleague and friend, Judge Story, who expressed similar regret. We had both anticipated much benefit to the cause of legal education from that institution, judging from the prospectus and other papers you obligingly sent me,

more than a year ago. We both commenced the study of law many years since, amidst the drudgery and interruptions of a lawyer's office, perusing with what diligence we could our Blackstone, Coke, and the other books at that time put into the hands of students, and have more recently had ample opportunity to mark the difference of progress and acquisition so much in favour of our pupils at this law school during the last ten years. Our students have access to a law library of nearly eight thousand volumes, comprising all the English and American reports and treatises, to which we are now adding those of Ireland and Scotland. My own time is given constantly to the classes, and that of Judge Story when he is not sitting in court. They are met by one of us daily, and are closely examined, in rotation, upon the portion of text studied by the class, and instructed by oral expositions and commentaries; and every week we hold a moot court, where a cause is argued by four students, which is presented usually in the form of a motion for a new trial or verdict, subject to a special case, or some other of the ordinary modes in which legal questions are presented, and an opinion is ultimately delivered by the presiding professor. The students also distribute themselves into societies which meet weekly, or oftener, for the discussion of legal questions, and we are furnished with the law periodicals of England and France as they are published. By these methods, the attention of students is constantly drawn to the law as a science in its principles, its rules, and minuter details of administration, which are mastered with a facility and readiness, and in a spirit of sound philosophy, to which the student in his private clerkship is almost totally a stranger. I have recently conversed with the editor of the *North American Review*, who has promised me an article on legal education for the April number, that for January being already made up. It will adopt the views known to be entertained not only by Judge Story and myself, but also by all the Judges of the Supreme Court of the United States, and by nearly the whole bench of the highest tribunals of the several states. In our experience the advantages of associated or collegiate instruction in the science of law, followed by six to twelve months' attention to the 'manipulations' of practice in a lawyer's office, are beyond all comparison superior to any other method of instruction we have ever known, and it cannot be that it can long remain out of favour either in Ireland or England. If it should once gain the attention of Parliament, with the approbation and support of the principal legal characters in each House, the cause of legal education may be regarded as safe."

Professor Greenleaf in a subsequent communication, dated February 28, 1844, adds:—"It is most extraordinary that, while it is conceded on all hands that the sciences of theology and of medicine are cultivated most successfully in public institutions and schools, this advantage should be denied to the law, and still more strange, that this denial should be made in England alone."

WHITEHALL, APRIL 27.—The Lord Chancellor has appointed Samuel Charles Watson Buckle, of Peterborough, in the county of Northampton, gent. to be a Master Extraordinary in the High Court of Chancery.

MIDDLE TEMPLE.—On the 4th instant, the undermentioned gentlemen, upon the customary oaths being administered to them by the proper officer of that society, before several of the benchers of this honourable society present, they were called to the degree of barrister-at-law:—Edward Beavan, the tenth son of Hugh Beavan, of Howness, in the county of Radnor, esq.; the Hon. William Knox Pomroy, the fourth son of the Rev. and Right Hon. Viscount Harburton, of the city of Dublin, deceased; Montagu Stuart Welch, the third son of Martial Laurence Welch, of Wyndham-place, Marylebone, in the county of Middlesex, esq.; George Henry Nicholson, the third son of George Thomas Nicholson, of Waverley Abbey, Farnham, in the county of Surrey, esq.; Francis Le Grix White, the only son of John White, of St. Andrew's-place, Regent's Park, esq.; James Isaac Carnegie, the eldest son of James Carnegie, of Northesk, in the county of Cork, esq.; William Trelawney Hallett, the eldest son of the Rev. Richard S. Hallett, of Axmouth, in the county of Devon, esq.; George Archibald Innes, the youngest son of John Innes, of Forest Green, Abinger, in the county of Surrey, esq.; and James Bremridge, the eldest son of John Bremridge, late of Barnstaple, in the county of Devon, merchant, deceased.

CALLS TO THE BAR.—INNER TEMPLE.—On the 3rd instant, the after-mentioned members of this honourable society were admitted to the degree of barrister-at law, they having previously taken the accustomed oaths before several of the benchers present:—Mr. Alexander Heslop, of Queen's-college, Oxford, the only son of William Heslop, esq. of Tremolesworth, in the parish of St. Mary's, in the island of Jamaica; Mr. Thomas Vance, of Trinity-college, Dublin, the second son of T. Vance, of Beechmount, in the county of Antrim, esq. deceased; and Mr. Henry Williams Hodgson, of Trinity-college, Cambridge, the third son of the Rev. Edward Hodgson, vicar of Rickmansworth, in the county of Herts.

LINCOLN'S INN.—On the 2nd instant, the undermentioned gentlemen were, after the usual preliminary oaths had been administered to them, before several of the benchers of this honourable society, duly called to the degree of barrister-at-law:—Mr. Walter Cockburn, jun. of Lincoln's-inn-fields, the fourth son of Walter Cockburn, esq. of Edinburgh; Mr. Findlayter Roper, of Trinity College, Dublin, the second son of William Roper, of Rose Mount, near Montego Bay, in the island of Jamaica, esq; Mr. Brice Frederick Bunny, of the New-square, Lincoln's-inn, the second son of Jeremiah Bunny, of Newbury, esq.; Mr. Francis Cornish Newman, of Sloane-street, in the county of Middlesex, the second son of John Newman, late of Alphinston, esq.; Mr. Thomas Pain, jun. of the Chapel-staircase, Lincoln's-inn, the youngest son of Thomas Pain, of Dover, in the county of Kent, esq.; Mr. James Cook Evans, of Hans-place, Chelsea, the third son of the Rev. George Evans, of Park-place, Mile-end, in the county of Middlesex, esq.; Mr. Lucius Graham Kinderley, of Balliol College, Oxford, the youngest son of George Kinderley, of the New-square, Lincoln's-inn, esq.; Mr. Alexander George Mackenzie, of New College, Oxford, the eldest son of the late Sir Alexander Mackenzie, of Avoch, in the county of Ross, North Britain, knight, deceased.

LINCOLN'S-INN, Wednesday Evening.—On account of the large number of proposals for the bar during the present Term of those students of this honourable society who had kept their full number of Terms, a second call took place yesterday evening—the usual oaths having been previously taken before several of the bencher present by the under-mentioned gentlemen:—Mr. John Thomas Bowles, of Rutland, in the county of Limerick, Ireland, the youngest son of Henry Bowles, of the same place, esq.; Mr. Thomas Seare, of Holborn, in the county of Middlesex, the second son of Mr. Samuel Seare, of Holborn aforesaid, engraver; Mr. Bridges Harvey, of Doddinghurst, in the county of Essex, the youngest son of the Rev. Bridges Harvey, of the same place; Mr. Frederick Currey, of Trinity College, Cambridge, the second son of Benjamin Currey, of the Old Palace-yard, Westminster; Mr. William Yates, of Emmanuel College, Cambridge, the youngest son of the Rev. Dr. Yates, of Penshurst, in the county of Kent, deceased; Mr. Thomas Deere Salmon, of Exeter College, Oxford, the second son of William Salmon, of Penllyne Court, in the county of Glamorgan, esq.; Mr. William Villiers Fowke, of Caius College, Cambridge, the youngest son of the late Admiral George Fowke, of Sible Hedington, in the county of Essex; and Mr. Robert William Keate, of Christ Church, Oxford, the eldest son of Robert Keate, of Albemarle-street, Piccadilly, esq.

THE NORTHERN CIRCUIT IN 1800 AND 1844.—According to the Law List for 1800, there were 63 barristers on the Northern Circuit, including five silk gownsmen—viz. Messrs. Law and Park, and Serjeants Cockell, Clayton, and Heywood. The Law List for 1844 names 221 barristers on the same circuit, including 13 silk gownsmen—viz. Messrs. Armstrong, Baines, Dundas, Knowles, Lewin, Martin, Starkie, Wortley, and Roebuck, and Serjeants Atcherly, Murphy, Thompson, and Wrangham.—*Wakefield Journal.*

ANECDOTE OF SIR FREDERICK POLLOCK.—A client of a City solicitory, who had been led to expect the assistance of a counsellor of eminence, was disappointed in consequence of illness; both client and solicitor waited with the utmost anxiety until the hour of trial arrived; the judge had taken his seat, and the jury were being sworn, and no counsel had been provided. The solicitor hardly knew what to advise, but recommended the withdrawal of a juror; the client, however, stoutly resisted, and declared that if he could get no professional gentleman to undertake the case he would plead his own cause; at the lucky moment Sir Frederick Pollock entered the room, the client stated his case, Sir Frederick undertook it, and sat down quietly until the time arrived when he was to speak; he addressed the jury with such effect, that, without waiting for the judge's charge, they simultaneously stood up and returned a verdict in favour of the cause Sir Frederick Pollock espoused. What is more extraordinary, the talented counsellor, without appearing to have read his brief, understood the subject better than men of more than ordinary talent, although their attention had been previously devoted to it for three or four months.

AN ARISTOCRATIC CONVICT.—We find the following in the *Aix la Chapelle Gazette*:—"The Baroness de Zoller, the wife of a very distinguished officer, has been condemned to five years' imprisonment for having confined her mother, who was about to marry a Protestant. She wanted in this way to prevent the marriage. A petition was sent in by her friends praying for a commutation of punishment, but the King replied, that looking at the nature of the offence this was impossible."

Mr. J. E. Drinkwater Bethune, the solicitor to the Home Office, has had a suite of apartments for appeal business granted him in Gwydyr House, Whitehall, where the Lord Advocate of Scotland (Mr. M'Neill), and his secretary, Mr. Robertson, have apartments for a similar purpose.

WILL OF THE LATE SIR HENRY HALFORD, Bart.—The will of the late Sir Henry Halford, Bart. of Wiston-hall, Leicester, has just been proved in Doctors'-commons, by his son and sole executor, Sir Henry Halford, Bart. to whom he has bequeathed the whole of his property. The personal property is sworn under 9,000*l.* The will bears date 1833.

ADMIRALTY COURT.—The Lords of the Admiralty have appointed by warrants and letters-patent, dated 4th May, John Deacon, esq. late Deputy Marshall, to be Marshal and Serjeant-at-Mace of the High Court of Admiralty, vacant by the death of the Hon. Hugh Lindsay.

A MARKED MAN.—In the history of escaped convicts there never was, perhaps, one more easily recognized than one who has recently escaped from New South Wales, and supposed to be at present in London. He is thus described in the *Hue and Cry*:—"Adam and Eve, tree and serpent, B.S.T.S. bust of a man, mermaid, half-moon, ship, George and Dragon, man, birds, heart, and darts, Hope and anchor, T, crown and flags, on the left arm; seven dots between the finger and thumb of the left hand; man and glass on the back of the left hand; ring pricked on the middle finger of the left hand; two pugilists on the centre of chest." His name is Truelove Smith, and he is about 24 years of age. He was tried at Cambridge on the 15th of May, 1830, and sentenced to transportation for life—in his tenth year.

CRIME IN IRELAND.—Returns from the Clerks of the Crown and Clerks of the Peace of the several counties, &c. in Ireland, of the number of persons committed to the different gaols thereof for trial in the year 1843, have been just presented to Parliament, pursuant to the Act 56 George 3, c. 120, and were ordered by the House of Commons to be printed on the 19th of March last. We find, if our calculations of the returns in question are correct, that the gross total number of commitments in the various counties of Ireland during the past year was as follows:—viz. in Antrim, 841; in Armagh, 475; in Carlow, 353; in Cavan, 668; in Clare, 755; in Cork, 2,010; in Donegal, 388; in Downshire, 606; in the county of the town of Drogheda, 110; in Dublin, 1,606; in Fermanagh, 343; in Galway, 925; in Kerry, 741; in Kildare, 242; in Kilkenny, 511; in King's County, 540; in Leitrim, 454; in Limerick, 1,019*l.*; in Londonderry, 341; in Longford, 304; in Louth, 207; in Mayo, 973; in Meath, 392; in Monaghan, 516; in Queen's County, 655; in Roscommon, 713; in Sligo, 477; in Tipperary, 2,790; in Tyrone, 495; in Waterford, 553; in Westmeath, 404; in Wexford, 316; and in Wicklow, 306; making a grand total of committals throughout the sister kingdom amounting to about 21,028, which is from ¼ to 9-32nds per cent. in proportion to the population, if we estimate the latter at about 8,000,000.

PROCEEDINGS OF LAW SOCIETIES.

LIVERPOOL.

To the honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of the undersigned Practising Attorneys and Solicitors of the Borough of Liverpool, in the county of Lancaster, sheweth,

That your petitioners, in the prosecution of the business of their profession, have constant reason to deplore the existing state of the law and practice of the Ecclesiastical Courts; and particularly with reference to the probate of wills, and the grant of letters of administration.

That your petitioners consider as one of the principal evils of the existing law, the necessity of obtaining probate or administration in two independent jurisdictions, where there are *bona notabilia* in different provinces, and the insecurity attaching to all diocesan grants; an evil of more frequent occurrence now than formerly, in consequence of the great amount of life insurance, railway shares, and other property, in different parts of the kingdom.

That the existing law is, in the opinion of your petitioners, also inconvenient, in the distinction which it makes in regard to probate between wills of real and personal estate, providing no place of compulsory registry for wills relating solely to realty; and, in cases of litigation relating to realty, compelling the production of original wills, in the custody of the officers of the courts where the same are registered, frequently at a serious expense, although upon questions of construction only, whereas the only occasions when the originals should be resorted to should be in cases of alleged fraud or forgery.

That your petitioners consider another evil in the existing law to be, the necessity which sometimes

arises of contesting the same will in the Ecclesiastical and Civil Courts, and thus having a will adjudicated upon by different tribunals, proceeding by different modes of taking evidence, and occasionally with conflicting results; and especially as the decisions of such tribunals are subject to review in different Courts of Appeal.

That your petitioners have observed that a Bill is now before your honourable House, intituled, "An Act to consolidate the Jurisdiction and improve the Practice of the Ecclesiastical Courts of England and Wales, and for otherwise altering and amending the Law in certain matters Ecclesiastical."

That although the said Bill has professedly for its object the removal of the existing grievances in the practice of Ecclesiastical Courts, your petitioners are convinced that it does not go to the root of the evil; but that, whilst removing some imperfections, it would be productive of more harm than good, by stamping with the character of permanence, or, at least, prolonging the continuance of, the principal defects of the present system; and that in the judgment of your petitioners, it would be far less injurious to the public to suffer the whole body of Ecclesiastical Law and Practice to remain in its present state, than to tamper with it, by palliatives such as the measures proposed in the Bill now before your honourable House.

That your petitioners submit that, in making any alterations in the system, the whole civil business now transacted in the Ecclesiastical Courts ought to be transferred to the civil courts.

That, in order to simplify the practice in regard to the grants of probates and letters of administration, your petitioners conceive that all wills, whether relating to real or personal estate, should be registered in one central court, in London, accompanied with convenient local arrangements throughout the country for taking the necessary oaths and bonds.

That, in the opinion of your petitioners, the objection to one place of deposit for all wills might be removed, by having several examined copies made immediately after probate, and deposited, for inspection, in various places of registry in the country, together with indexes of all probates and administrations; and that in preparing such copies, and the copies required by the Stamp-office, by the executors, and other parties, it appears to your petitioners that lithography might be usefully resorted to.

That your petitioners are strongly of opinion that the contentious jurisdiction as to all wills and administration should be annexed to the Court of Chancery, which tribunal can equally deal with questions of real and personal estate.

That your petitioners think it desirable that on proving a will, or taking out letters of administration, the executors or administrators should be bound to deliver an inventory, as is the practice in Scotland; and that a duplicate of the account furnished to and passed by the Stamp Office, should be deposited in the central registry, with liberty to inspect and procure copies thereof at a small charge.

That your petitioners are aware that it is objected that such interference with the Ecclesiastical Courts would be of serious injury, by diminishing the inducements to the study of the civil law in this country; but your petitioners conceive that such apprehensions are unfounded, as such a course of study is considered by many, particularly by members of the Chancery Bar, a desirable, if not necessary, part of their education. And even if such apprehensions are well founded, your petitioners submit that the most effectual method of maintaining and advancing the study will be, to make it an essential part of the education of all students of the inns of court, and a competent knowledge of it the con[illegible]ion of their call to the Bar.

That to effect such alterations in the law as above suggested would doubtless require much care and consideration, and that many individuals who would be affected by the change would be entitled to liberal compensation; but that your petitioners submit that compensations, even if numerous or considerable, but which must terminate with lives in being, ought not to stand in the way of any great national measure of Legal Reform.

Your petitioners, therefore, humbly pray, that the said Bill may not pass into a law, but that a measure of more extensive reform may be substituted in its stead.

A[illegible] petitioners will ever pray, &c.

CORRESPONDENCE.

THE LATE MR. COMMISSIONER MERIVALE.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I have just perused the eulogium on the late Mr. Commissioner Merivale, contained in your highly valuable and useful publication of this morning's date; and hasten to send you the following additional particulars, which I hope may find a place in your next week's publication:—

The late Mr. Commissioner Merivale was appointed, by the late Lord Eldon, one of the London Town Commissioners of Bankruptcy (the number in all being about seventy), and was well skilled in the laws relating to real property; he was further known to the legal world as being the reporter in the Court of Chancery, also in Lord Eldon's time, during the years 1815-16-17; the reports are contained in three octavo volumes, and are held in high estimation by those members who practise in the Courts of Chancery.

Among the cases reported in the first volume, is that of *Mogg* v. *Mogg* (p. 654), which is valuable not only for its abstruse points in conveyancing, but interesting to the legal practitioner as being *the case* wherein Gifford (afterwards Lord Gifford, Master of the Rolls) argued for the defendants, and thereby *first* became known as a real property lawyer. Preston (then in the zenith of his fame, well known to the profession as the author and also editor of several valuable works relating to conveyancing, &c.) was opposed to him, and led for the plaintiff.

The second volume contains the celebrated case of *Cholmondely* v. *Clinton* (p. 171) and involves many nice and important questions as to Acquiescence (p. 362), Conveyance (p. 356), Deed, construction of (p. 173 *et seq.*), Disseisin (p. 357), Mortgage (p. 360), Posses[illegible] (p. 358, *et seq.*), Time (p. 360), and Trust (p. 358); the report is long, commencing at p. 171, and ending at p. 362; and also *Leake* v. *Robinson* (p. 363), as to the *remoteness* of a devise of a real and personal estate: the same volume, in the Addenda (p. 567), contains Sir Arthur Piggott's address to the Master of the Rolls (Sir William Grant) on his retirement from the judicial seat.

The third volume contains *Fleeman* v. *Fairlee* (p. 29), decided by Lord Eldon, embracing important observations relating to the conduct of executors, which case is taken from the short-hand writer's notes of the judgment, lent to the editor; and also *Downes* v. *Gruzebrook* (p. [illegible]00), as to Trust and Trustee, purchase by, &c.

T. T. P.

Fleet-street, May 4, 1844.

SELECTIONS FROM CORRESPONDENCE.

"A YORKSHIRE ATTORNEY" thus writes on a subject of considerable interest:—

Seeing in your last number a notice that the county of York is about to be added to the Midland Circuit, I venture to observe that it would be a very easy task to remedy the inconvenience by dividing the Northern Circuit into two, viz. the "*York Circuit*" to comprise the counties of York, Durham, and Northumberland, and the "*Lancaster Circuit*" to comprise the counties of Cumberland, Westmoreland, and Lancaster; and it appears to me the business of the two circuits would be pretty equally divided, and the "Bar," which is now very strong, might be divided with equal fairness, and most probably with satisfaction to counsel themselves. But as to adding York to the Midland Circuit, I think it would be pregnant with much dissatisfaction, inasmuch as the Yorkshire attorneys and the Midland Circuit Bar being comparatively strangers to each other, that feeling and confidence which ought to exist between the attorneys and counsel could not be either entertained or established; whereas, by dividing, as above suggested, the Profession would be upon the same terms as they now are; as I fancy the counsel would attach themselves to that circuit embracing the counties at those Quarter-Sessions they have been accustomed to practise, and thereby feel themselves at home. I do think it will be any thing but pleasing, or even satisfactory to the Profession, to see York severed from the Northern Circuit, when that circuit is so capab[illegible] of an equitable division.

TO SUBSCRIBERS.

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To Readers and Correspondents.

LEX.—*It is unnecessary to ask such a question of the Profession. It is clearly the duty of an Attorney to ascertain the fact, that he may frame h[illegible]fence accordingly.*

A. WOODHOUSE.—*The Questions are in type.*

A CORRESPONDENT *informs us that in several towns in Wales, such as Llanidloes, Rhayader, and Builth, persons calling themselves "Clerks," are kept in pay by Attorneys resident in neighbouring towns. Is there no way of checking this unprofessional free-trade nuisance?*

H.—*We should think it would be unsafe for an Articled Clerk to hold such an office.*

A. T. STEAVENSON.—*We procure reports only from Courts that are authorities. The one named is not so.*

E. WELFORD (*Hexham*).—*We cannot answer the question. It appears to us to be in the discretion of Boards of Guardians to employ any Attorney they please.*

F. L.—*We cannot insert anonymous commentaries upon reports.*

THE LAW TIMES.

SATURDAY, MAY 11, 1844.

TO SUBSCRIBERS.

THE subscriptions for the current volume are now due, and should be paid in the course of a few days, to entitle the Subscribers to the advantages of *pre*-payment.

The volumes for binding may be sent by post, in parcels open at the end, accompanied with a letter, stating how they may be identified and how the bound volume is to be returned. For prices, and further particulars, see the notice above.

TO READERS.

ALTHOUGH the Supplement last week enabled us to bring up a portion of the arrears, there is still much interesting matter standing in type, which the pressing business of the Term compels us un[illegible]ly to exclude for the present. Among th[illegible] the remaining lectures of Professor C[illegible]n "*Practice, Pleading, and Evidence;*" [illegible] of equity reports, some correspondence, and reviews of various books received, which as yet we can do no more than acknowledge;—such are PETERSDORFF'S *New Series of Abridgments of the Common Law Reports;* TAYLOR'S *Manual of Medical Jurisprudence*, the author of which is the gentleman whose Lectures on this interesting subject are about to be reported in the LAW TIMES, revised by himself; COOKE'S *Law of Defamation and Slander;* Mr. A'BECKETT'S able letter on the Law of Debtor and Creditor; and a little book entitled a *Guide to Oratory.* All these shall receive such attention as may be deemed to be due to their respective merits, as soon as the business of the Term and of Parliament shall relax a little, so as to relieve our columns from their more imperative claims.

The steady growth of advertisements is, of course, extremely gratifying to us; for it is by their aid only that the enormous expenses of the LAW TIMES can be defrayed, and from which alone can the large capital invested in it be made to yield remuneration. There can be no doubt, both from the character and the number of its advertisements, that the LAW TIMES is now formally adopted as the advertising medium of the Profession; and by greatly reducing the scale of charges for property advertisements, we have opened it to the sellers and buyers of estates, as the best existing

channel for the circulation of their sales among the parties most interested in them, and to whom it is most desirable that they should be known. Almost all the great London solicitors and auctioneers have recognized this useful characteristic of the LAW TIMES, and resort to its columns. We hope the country solicitors will soon be induced to follow the example, the advantage of which they would recognize were they to reflect that in London, and in the manufacturing districts and great trading towns, there are hundreds of wealthy men whose solicitors are instructed to be ever on the watch for the advantageous investment of the riches they scarcely know how to employ. These solicitors, taking the LAW TIMES, would then have their attention directed to any advertisement of estates for sale in the rural districts and distant counties, make it known to their clients, and, perhaps, be instructed to buy. It is a mistake to suppose that an advertisement in the daily papers will be more seen by estate buyers than in the LAW TIMES. The former are not read by half the profession in the country, and not one in ten of those who read, takes the trouble to wander through the wilderness of advertisements. But in the less crowded columns of the LAW TIMES every advertisement is distinctly seen and read by every reader, and the readers are the greater portion of the Profession, nineteen-twentieths of those of them whose business lies in dealing with land.

There are other classes of advertisements for which the LAW TIMES is peculiarly adapted, but for which, as yet, it has not been so employed as it might be; such as announcements of moneys wanted and to be advanced, applications for heirs-at-law and next of kin, bankrupt and insolvent notices, notices of assignments, the days for holding local courts, to the Profession so important, and especially the sheriffs' courts in counties, and the quarter-sessions in boroughs. Notices of private bills to be applied for to Parliament might also appropriately appear in these columns.

Let us repeat to readers, that we shall compensate by supplements whatever we take from them by increase of advertisements beyond the two leaves allotted to them. But the advertisements are not the least useful portion of the LAW TIMES to men of business.

The long list of new subscribers which appears in to-day's paper must be our apology for reverting to this subject, which we submit to their calm consideration. To them let us, moreover, repeat the remark we have often made to our early friends, that we shall esteem as a favour any suggestions for improvement, and any complaints that can be remedied. We will not promise to adopt them, but we will assure serious consideration, and that whatever is practicable shall be done.

The very commodious premises which have been taken purposely for the publication of the LAW TIMES, the CRITIC, and for the VERULAM SOCIETY, will, we hope, ensure more regularity in the business department than we were able to boast in its first domicile. A large and complete establishment has been placed under the control of a gentleman, who undertakes the entire management of the fast-growing business; and we hope and believe that our friends, who may have occasion to call, will find the most prompt attention given to their instructions, and a readiness to afford every aid and accommodation the assistants in the office can give.

Finally, we beg to say, that for the convenience of persons seeking references, an alphabetical index to the names of the cases in the current volume of the LAW TIMES, made up to the latest moment, is now kept at the office, where it may be consulted by any person at any time.

Some confusion has arisen from the numbers sent for binding not being so marked as to be identified. Will those who so forward their numbers by post indicate them by a mark, notified in an accompanying letter of directions, by which *their* copies may be recognized. Often twenty or thirty sets arrive at once, and it is impossible to distinguish one from the other, without some such mode of tracing ownership.

GRAND JURIES.

AT length there has been something like an official protest against the absurd machinery of a Grand Jury. At the New Court on Thursday, previous to the conclusion of their labours, the Grand Jury made the following sensible presentment:—

"The Grand Jury desire to express their belief, that no disadvantage would arise to the administration of justice, nor to persons committed for trial by the police magistrate, if the indictments against such persons were brought to trial before the Court without the intervention of the Grand Jury, and that this alteration of the existing practice would effect a great saving of expense to the districts within the jurisdiction of the Central Criminal Court, and of the time of the police and witnesses generally, and would also further the ends of justice, by diminishing the disinclination of prosecutors to make the sacrifice of time and convenience which is now required of them."

To which the COMMON SERJEANT returned this equally sensible reply:—

"As your observations are confined to this district, where the committing magistrates hold regular police courts, where the bar attend, and where the press regularly report the proceedings of the courts, I agree with you, and think a great loss of time, unnecessary inconvenience, and expense, and sometimes injustice, is occasioned by the attendance here of the grand jury, and I will therefore direct that your representations be communicated to the Secretary of State at the Home-office."

But the principle is universally applicable. If the magistrate do his duty, no prisoner could be committed for trial unless there be a *primâ facie* case against him. But the Grand Jury have no other function than to see that a *primâ facie* case is made out. They hear no defence, nor do they institute a general inquiry into the case.

If this institution be useful at all, it can only be so as a check upon magistrates; but, relying upon this check, the magistrates are tempted to be more careless in their committals than they would be if such a tribunal were not interposed between them and the trial. At best it is a clumsy mode of accomplishing the object; it has no one recommendation save its antiquity, and as simplicity should be the aim of all systems of jurisprudence, the sooner the recommendation of the presentment we have cited is carried out the better for the credit of our law and the convenience of the public, who should have no more duties imposed upon them than are essential to the conduct of the business of society. The Grand Jury is a heavy burden without the slightest utility, and may be advantageously dispensed with.

STARVING JURIES.

BARBARISMS still linger in our law, which are brought out prominently at times to affront the common sense of mankind, and to confirm the public prejudices against law and lawyers, which were begotten when, absurdity was the common characteristic, and not as now, the rare feature, of British jurisprudence. One of these has just made its appearance, may we hope, to attract indignant notice, and thus to secure its instant excision.

The readers of the LAW TIMES will, doubtless, remember being some months ago startled by a report, which appeared in our columns, of an observation by Mr. Justice BALL, at a trial in Ireland, that the judges had resolved that they had no right to dismiss juries for not agreeing, but that they must be kept in confinement until they had come to one mind.

At the Central Criminal Court, Mr. Justice COLTMAN has gone a step further, and ruled that the jury shall be starved as well as imprisoned, in order to compel agreement. But the report of the scene will best tell the tale:—

"THE MARYLEBONE MURDER.

"At ten o'clock Mr. Justice COLTMAN took his seat upon the bench, when the jury, who had been locked up the whole of the night without any meat, drink, or fire, were sent for. On their appearance in court they looked very haggard, and seemed almost exhausted from the great number of hours they had fasted.

"Mr. Straight, the clerk of the arraigns, then asked them if they were agreed upon their verdict?

"The foreman answered in the negative; and expressed a wish, on behalf of the jury, to have the evidence relating to the sanity of the prisoner again read over to them.

"COLTMAN, J. said, that the learned judge who had tried the case was engaged elsewhere, but that a messenger should be instantly despatched for him.

"The foreman then asked that the jury might be allowed to have some refreshment, as they had tasted nothing for twenty-five hours.

"COLTMAN, J. said that he could make no order himself, but that when Mr. Baron Alderson arrived he would no doubt attend to their wishes.

"*Clarkson* here asked the learned judge to request the personal attendance of Mr. Baron Alderson.

"COLTMAN, J. said that he would

"The jury then retired, attended by two officers of the court.

"Shortly afterwards the jury sent a message that they were so much exhausted they were afraid they should sink under it, unless they were allowed some refreshment.

"Mr. M'Murdo, the surgeon of Newgate, was sent to examine the jury, and reported that they were in a very weak and depressed state, and that seven of them in particular were almost sinking from exhaustion.

"COLTMAN, J.—Are any of their lives in danger?

"Mr. M'Murdo.—I should say that they are unfit to exercise the reasoning powers of their minds, and some of them represent that they have been accustomed to stimulants, from the loss of which they are now suffering much.

"The prisoner was again placed at the bar.

"COLTMAN, J. then inquired of Mr. M'Murdo if he thought that the health of any of the jurymen was likely to be seriously injured unless they were immediately refreshed?

"Mr. M'Murdo said, that it would not be likely to deprive them of life, although they much required support.

"COLTMAN, J.—You think that their lives are not in danger, but you are of opinion that their health may be seriously injured by the prolonged abstinence?

"Mr. M'Murdo.—Yes.

"COLTMAN, J. then directed Harker, one of the officers of the court, to fetch the jury.

"The jury, when they entered the court, were again asked if they were agreed upon their verdict?

"The foreman emphatically said 'No.'

"COLTMAN, J. said, that he had sent for Mr. Baron Alderson, and that he expected his arrival every instant, but if he did not arrive very shortly, he would send for him again.

"Shortly afterwards,

"ALDERSON, B. took his seat upon the bench, and, addressing the jury, said, he presumed the only point of difference amongst them was the state of mind the prisoner was in when he committed the act?

"The foreman answered 'Yes.'"

What is this but the revival, in another shape, of the ancient practice of torture? For the purpose of eliciting a confession of guilt, the prisoner was formerly put to the rack. Improving upon the notion, our judges have resorted to torture to force jurymen to agree; that is, to rack them until some who conscientiously differ from others in opinion, shall violate their oaths, and in words assent to a verdict from which their consciences dissent. A verdict so obtained may be good in law, but it is bad in fact; it is unanimous in word, but not so in truth.

The absurdity shews the more glaringly in the cited dialogue. The surgeon reported that, from sheer exhaustion, the jury were "unfit to exercise the reasoning powers of their minds." Nevertheless, they were sent back to deliberate, the state of mind being, according to this most monstrous interpretation of the law, of no importance, provided there was no danger of corporeal death from exhaustion.

But that which would be merely ridiculous in other circumstances is horrible in the case before us. Here we have a question of life and death decided by men pronounced by the surgeon to be in an unfit state to form a judgment. They had been doubting and de-

berating for hours; and the law is, that where there is a doubt, the decision shall be *in favorem vitæ*. But this rule is to be set aside. The process of imprisonment starvation is to be applied for the purpose of stifling doubt! When their minds are by these means sufficiently weakened to lose the power of judgment, and the torture has done its work, they are required to pronounce upon the most delicate question that can engage the reasoning faculties, namely, whether a fellow-creature be sane or insane. Is not this to try prisoners by the stoutness of the stomach, rather than thus by the soundness of the judgments of the jury. Can any value be attached to a verdict obtained by such means and under such circumstances? Will the authorities venture to consign to death a man so convicted? We hope not. We trust the matter will attract the attention of Parliament; and we call upon our brethren of the press immediately to direct to it public notice, and to demand the reform of a practice so entirely repugnant to reason, to justice, and to humanity.

THE VERULAM SOCIETY.

ARRANGEMENTS are in progress for a beginning of operations, but in a small and cautious way at the first, until enlarged means shall sanction more extensive proceedings.

The plan proposed for this commencement differs somewhat from that announced in the prospectus; therefore it will be necessary to release the members from their engagements, made upon the faith of that scheme, and to ask their co-operation with the new one which alone present circumstances will justify. Hereafter it may be practicable to revert to the original design, should added numbers justify the undertaking.

With the purpose of beginning, and to give a sort of trial to the Society, it is purposed forthwith to publish the announced series of Practical Reports, comprising Magistrates' Cases, Crown Cases, Practice Cases, and, to complete the volume, a perfect Digest to all the reports of all the courts.

As the cheapest and readiest mode of circulating this publication, it will be printed in sheets of 32 large octavo pages, double columns, which will be entitled as a supplement to the LAW TIMES, for the purpose of being stamped, so as to pass free by post. The outside leaves will form a wrapper, with list of contents, so that the 28 inside pages will be kept perfectly clean and fit for binding.

The price of each number will be, to members of the Society, 1s. 1d. stamped and transmitted by post, or 1s. unstamped and fetched from the office. To other persons the price will be 1s. 6d. per number. The cheapness of this may be estimated when we state that *two* shilling numbers will contain as much printed matter as one *seven* shilling part of the regular reports.

The numbers will be issued at no fixed periods, but as soon as the materials for each are completed.

They will form one useful annual volume.

Should the plan please, it may readily be extended to the publication of a complete series of reports, in the like form and at the like trifling cost.

Other useful practical publications may be issued in the same manner.

A circular will shortly be forwarded to all the enrolled members of the Verulam Society, inclosing a form of order, to be returned by those who are desirous of possessing or willing to support this first adventure. Until these returns are received, we cannot, of course, positively announce the date of issue, for it must depend upon the number of those orders, whether the risk can be justified. If all the present 374 members will subscribe to it, it will be begun, although that will be far from paying the expenses, but in the hope that, once afloat, others may be induced to join us.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

The Law of Distress for Rent, on Property not the Tenant's, considered and condemned; including a Report of the recent Case "Joule *v.* Jackson;" *with Remarks thereon.* Manchester, 1843. Simons and Denham.

THIS volume is devoted to an elaborate review of the law of distress as it affects goods not the property of the tenant; and it originated in the practical injustice of that law as exhibited in a case tried at Liverpool Summer Assizes, in 1840, before Mr. Baron Rolfe, in which the question being, whether some barrels or casks, the property of the plaintiff, a licensed common brewer in Salford, were liable to be distrained on the premises of a licensed publican, delivered to him by the plaintiff, in the usual way of trade between brewer and publican, for rent due from the publican, in respect of the premises in which the barrels were distrained. A verdict was found for the plaintiff, with liberty to move to enter a nonsuit, which was accordingly done; the rule was made absolute, thus deciding that the casks were liable to the distress. As we have noticed this case before, it will be unnecessary to repeat it here.

The object of the author of this volume is to dispute the decision, and to advocate an immediate alteration of a law so manifestly unjust. We wish success to his efforts.

Irish Marriage Question. Observations on the Opinion delivered by the Right Ho. Lord Cottenham, 23rd February, 1844, in the Court of Error, in the case of "Reg. *v.* Millis." By Sir JOHN STODDART, Knt. L.L.D. late Chief Justice of Malta. 1844. Butterworth.

THIS is an extremely learned review of the entire law of marriage, as it bears upon the memorable Presbyterian Marriage Question. We have not leisure to notice in detail the answers put in by Sir John Stoddart to the arguments of Lord Cottenham, but they are ingenious, certainly, if not convincing. Those who seek information on the subject, could not find it more fully given nor more valuable than in this pamphlet.

The Objections to Lord Cottenham's Dictum in "Whitworth *v.* Gaugain," *briefly examined.* By WILLIAM P. BROWELL, Esq. of the Middle Temple, Barrister-at-Law. 1844. Spettigue.

THE question discussed in this pamphlet has been set at rest by the judgment of Vice-Chancellor Wigram, doubtless with the approval of Lord Cottenham, and with an assertion that the noble lord never said what he was reported to have said; so that all the alarm and controversy excited by the memorable *dictum* were needless. Mr. Browell has gallantly performed his part in the fray, but his essay is out of date already.

NECROLOGY.

DEATH OF THE HON. RICHARD BOOTLE WILBRAHAM, M.P.—It is with regret we have to announce the death of the above honourable gentleman, who expired yesterday afternoon, at five minutes to one o'clock, at Lord Skelmersdale's, in Portland-place. We understand that the hon. deceased had been unwell for some days previous; but his illness was considered merely an attack of influenza, and, consequently, not the least danger was apprehended either by his medical attendants or noble relatives. The deceased was eldest son of Lord Skelmersdale, and brother of Lady Stanley. He was born the 27th Oct. 1801, and married, the 22nd May, 1832, Miss Jessie Brooke, third daughter of Sir Richard Brooke, Bart. by whom he leaves issue several children. Lord Skelmersdale, Lord and Lady Stanley, Lord Alvanley, Sir J. and Lady Charlotte Egerton, and other families of rank, are placed in mourning by the demise of the hon. gentleman. In 1835, he was returned to the House of Commons for South Lancashire, which county he has successively represented in Parliament, in conjunction with Lord Francis Egerton. By his death a vacancy occurs in the House of Commons for that county district.

We regret to have to announce the death of William Beckford, esq. author of *Vathek* and other well known publications, which took place on Thursday week, at his house in Lansdowne-crescent, Bath. Mr. Beckford was in his 84th year, and with Rogers and Wordsworth, at the time of his death, the oldest of the eminent living authors of Great Britain. Mr. Beckford was born on the 29th September, 1760, and married in his 23rd year Lady Margaret Gordon, only daughter of the fourth Earl of Aboyne, who died in little more than three years after her marriage, leaving a family. A second daughter, Susan Euphemia, was married in 1810 to the present Duke of Hamilton, and has two children, the Marquis of Douglas and Lady Lincoln. The deceased gentlemen was the former proprietor of the celebrated seat, Fonthill-abbey, Wilts. The Duchess of Hamilton and Countess of Lincoln are staying at Bath, where the Duke and the Marquess and Marchioness of Douglas are also expected from the north.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 2s. 6d.]

MARRIAGES.

CHARRINGTON, Charles, eldest son of Nicholas Charrington, esq. of Leytonstone, to Marianne, elder daughter of William Keating, esq. of the Inner Temple, on the 25th ult. at Leyton, Essex.

DENISON, E. H. esq. of Lincoln's-inn, to Helen, only daughter of the Rev. T. L. Fanshawe, of Parsloes, on the 7th inst at Dagenham.

HEALD, Rev. W. M. vicar of Birstal Church, to Mary, third daughter of the late Charles Carr, esq. of Gomersal, solicitor, at Birstal.

STEWART, William, esq. of Prince Edward Island, son of the late Attorney-General of that island, to Annie Eliza, daughter of the late Henry Green, esq. of Titley, Herefordshire, on the 4th inst. at Pavenham, Bedfordshire.

WARD, William, esq. solicitor, Burslem, to Susanna, third daughter of the late William Gallimore Harrison, esq. of Dunwood, near Leek, Staffordshire, on the 1st inst. at Burslem.

WARD, William Larkin, esq. solicitor, to Miss Jane Hoare, of Marlow, on the 7th inst. at Great Marlow.

DEATHS.

BURROUGHES, William, third son of H. N. Burrough, esq. M.P. on the 8th inst. at Hoveton Hall, Norfolk, aged 16.

JONES, Warren Miller, esq. of Lincoln's-inn, and Farrar's-buildings, Temple, barrister-at-law, M.A. of Caius College, Cambridge, youngest son of the late Colonel Leslie Grove Jones, of the Grenadier Guards, on the 5th inst. at Lower Charlton, near Woolwich, aged 30.

M'EWEN, David, esq. solicitor, Dundee, on the 27th ult.

PATCH, James, esq. of Bombay, solicitor, on the 15th March, aged 41.

PHILIPE, George Ashley, eldest son of Mr. George Peter De Rhe Philipe, of Gray's-inn, solicitor, on the 5th inst. aged 25.

RYLAND, Archer Croft, second son of Archer Ryland, esq. barrister-at-law, on the 8th inst. aged 20.

SHACKELL, Henry, esq. of 23, Tokenhouse-yard, solicitor, on the 26th ult. at Stoke Newington.

JOURNAL OF PROPERTY.

THE following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length.

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

Public Sales.

By Messrs. SHUTTLEWORTH and SONS, at the Mart.

Lot 1. A Government annuity of 296*l*. 10s. 10d. being a moiety of 593*l*. 1s. 8d. charged upon the Consolidated Fund, and payable quarterly, for the life of the annuitant, who was 48 on the 24th of March, 1844, the life being assured by two policies of assurance on the life of the said annuitant, one for the sum of 1,500*l*. subject to the annual payment of 57*l*. 3s. 9d. and the other for 1,000*l*.

Lot 2. A policy for the sum of 500*l*. with three bonuses thereon amounting together to 85*l*. 5s. making together the sum of 585*l*. 5s. effected Jan. 13, 1819, on the life of a gentleman now in the 68th year of his age; annual premium 16*l*. 11s. 8d.—165*l*.

Lot 3. A policy for the sum of 700*l*. with the accumulations thereon amounting to the sum of 52*l*. 10s. making together the sum of 752*l*. 10s. effected March 11, 1825, on the life of a gentleman now in the 68th year of his age; annual premium 30*l*. 15s.—385*l*.

Lot 5. The absolute reversion to the sum of 5,000*l*. sterling (subject to a legacy duty of 10 per cent.) secured upon 42,200*l*. late Five per Cents. 6,892*l*. 12s. 6d. New Three-and-a-Half per Cents. 8,150*l*. Three per Cent. Consols, and 808*l*. 4s. 1d. River Dee Stock, receivable on the decease of a gentleman in the 82nd year of his age—3,350*l*.

Lot 6. The life interest in the dividends arising from the sum of 700*l*. Three per Cent. Consolidated Bank Annuities, to which the purchaser will be entitled during the life of a bankrupt, who attained the 39th year of his age the 3rd of April, 1844; and Lot 7. The life interest in the dividends arising from the sum of 596*l*. 9s. 3d. Three per Cent. Consolidated Bank Annuities, to which the purchaser will be entitled during the life of the above bankrupt—415*l*.

Lot 8. A policy of assurance for the sum of 800*l*. effected 6th Nov. 1829, on the life of the above bankrupt. Original annual premium, 21*l*. 4s.; reduced annual premium, 7*l*. or thereabouts—160*l*.

Lot 9. The contingent reversionary interest in the sum of 800*l.* 17s. 7d. Three per Cent. Consolidated Bank Annuities, divisible on the death of the bankrupt's wife, who was born August 29, 1800, between above bankrupt, who was born April 3rd, 1805, his sister, born July 3rd, 1814, and his nephew, born October 12th, 1826—15*l.*

Lot 10. Policy of Assurance for the sum of 250*l.* effected January 7, 1840, on the life of the above bankrupt. Annual premium, 6*l.* 11s. 3d.—9*l.*

Lot 11. A policy of Assurance for the sum of 250*l.* effected May 5, 1840, on the life of the above bankrupt. Annual premium, 6*l.* 12s. 9d.—9*l.*

Lot 12. A policy for the sum of 500*l.* effected August 13, 1824, on the life of a lady now in the 70th year of her age. Annual premium, 22*l.* 13s. 4d.—240*l.*

Lot 13. A policy for the sum of 499*l.* effected January 25th, 1828, on the life of the same lady. Annual premium, 24*l.* 17s. 11d.—250*l.*

Lot. 14. The absolute reversion to one-twenty-seventh part or share of and in the sum of 13,333*l.* 6s. 8d. Three per Cent Bank Annuities, to which the purchaser will be entitled upon the decease of a lady now aged 41 years—100*l.*

Lot. 15. The absolute reversion to one-twenty-seventh part or share of and in the sum of 6,666*l.* 13s. 4d. Three per Cent. Bank Annuities, to which the purchaser will be entitled upon the decease of a gentleman aged 63 years—100*l.*

By NEWTON and APPLETON, at the Mart.

A freehold ground-rent of 29*l.* secured upon seven neat brick-built five-roomed dwelling-houses, and a freehold ground-rent of 3*l.* 15s. secured upon a dwelling-house and garden; likewise the reversion to the above houses (at the expiration of the leases) of the presumed annual rent of 120*l.* —950*l.*

A brick-built freehold residence, being No. 19, Queen's-row—285*l.*

House in Queen's-row, all brick-built and freehold, No 18, rent 18*l.* per annum—260*l.* Nos. 16 and 17, rent 32*l.*—420*l.* No. 15, rent 20*l.*—230*l.* No. 14, rent 19 guineas—245*l.* No. 13, rent 26*l.*—330*l.* No 12, rent 20*l.*—380*l.* No. 11, rent 25*l.*—300*l.* No. 10, rent 26*l.*—310*l.* No. 9, rent 20*l.* 350*l.* No. 8, rent 18*l.*—235*l.* No. 7, rent 18*l.*—260*l.* No 6, rent 18*l.*—240*l.* No. 5, rent 16*l.*—230*l.* No. 4, rent 16*l.*—240*l.* No. 3, rent 18*l.*—230*l.* No 2, rent 18*l.*—250*l.*

The freehold ground and the carcasses of two dwelling-houses, near the Queen's Head public-house, in Queen-street—155*l.*

The freehold ground and the carcasses of two dwelling-houses, adjoining—145*l.*

Ditto.—200*l.*

Piece of freehold ground, with a frontage of 48 feet on Cleveland-street, and 44 feet 6 inches on Queen-street 160*l.*

Ditto, frontage 14 feet, depth about 31 feet—95*l.*

Ditto, frontage 14 feet, depth 31 feet 95*l.*

Ditto, frontage 14 feet, depth 31 feet—95*l.*

Ditto, frontage 14 feet, depth 40 feet—30*l.*

Six plots of like size—210*l.*

Ditto, frontage 15 feet, depth 50 feet—50*l.*

Piece of freehold ground, frontage 42 feet on King-street, and 95 feet on Queen-street—125*l.*

Ditto, frontage 42 feet, depth 85 feet—90*l.*

Ditto, frontage 42 feet, depth 75 feet—80*l.*

Ditto, frontage 42 feet, depth 70 feet 70*l.*

Three more similar lots at the same price.

Ditto, frontage 42 feet, depth 59 feet. 60*l.*

Ditto, frontage 56 feet, depth 60 feet—80*l.*

Ditto, frontage 27 feet, depth 60 feet.—50*l.*

Ditto, frontage 42 feet, depth 60 feet.—70*l.*

Ditto, frontage 42 feet, depth 60 feet.—85*l.*

Ditto, frontage 42 feet, depth 60 feet.—80*l.*

Ditto, frontage 42 feet, depth 60 feet—95*l.*

Ditto, frontage 42 feet, depth 60 feet—85*l.*

Ditto—90*l.* Ditto—85*l.* Ditto—90*l.* Ditto—125*l.*

Note.—All the 52 lots were bona fide sold.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Gazette, May 3.

Alexin, C. upholsterer, first, 6d. Turquand, London.—*Barker*, S. mercer, first, 4s. 3d. Whitmore, Birmingham.—*Berridge*, T. tobacconist, first, 8s. 6d. Pott, Manchester.—*Best*, E. P. wine merchant, first, 2s. 6d. Edwards, London.—*Bowman*, J. draper, first, 7½d. Baker, Newcastle.—*Butterworth*, J. H. victualler, 2d. Johnson, London.—*Carpenter*, W. stationer, none made. Whitmore, London.—*Chew*, E. flour dealer, 1s. 7d. Turquand, London.—*Collier*, R. draper, 4s. 11d. Turquand, London.—*Collins*, J. hotel keeper, 1s. Edwards, London.—*Corp*, N. W. merchant, 4d. Johnson, London.—*Dewson*, C. F. victualler, first, 7½d. Christie, Birmingham.—*Frary* and *Co.* carpet warehousemen, 5s. Johnson, London.—*Hadley*, M. druggist, first, 4s. 1d. Christie, Birmingham.—*Harrison*, J. coach builder, 2s. 9d. Turner, London.—*Harrop*, J. clothier, final, 1s. 11½d. Alsager, London.—*Haskayne*, W. ship chandler, second, 1s. 4d. Cazenove, Liverpool.—*Haywood* and *Co.* booksellers, 4½d. Johnson, London.—*Hodgson*, D. banker, 2s. 1d. Edwards, London.—*Jackson*, H. merchant, sine die, Whitmore, London.—*James*, J. G. wine merchant, third, 1½d. Whitmore, London.—*Jaques*, E. F. market gardener, sine die. Whitmore, London.—*Knowles*, G. T. cotton spinner, second, 6s. 5d. Pott, Manchester.—*Lyon*, R. cabinet maker, second, 8½d. and 4s. 2½d. to new proofs. Edwards, London.—*Lewin*, R. leather seller, 1s. 9d. Graham, London.—*Maggs*, T. upholsterer, final, 4d. Green, London.—*Marshall*, C. brewer, 7½d. Turquand, London.—*Martin*, J. woollen warehouseman, final, 10½d. Follett, London.—*Mays*, W. fellmonger, 3s. Johnson, London.—*Parslow*, C. tailor, first, 2s. Turquand, London.—*Oliver* and *Co.* bankers, sep. as to Oliver, 20s. Whitmore, London.—*Raleigh* and *Co.* merchants, first, of Raleigh and Goode, 5½d.; sep. of Raleigh, 2s. 11d. Pott, Manchester.—*Pidgeon*, O. tobacconist, second, 4d. Bittleston, Birmingham.—*Prothero* and *Co.* merchts. sep. M. D. P. 5d. Miller, Bristol.—*Roberts*, H. merchant, 1½d. Edwards, London.—*Rowlands*, D. wine dealer, &c. first, 8s. Cazenove, Liverpool.—*Sharp* and *Clarke*, upholsterers, final joint, 5s. 5d.; sep. Clarke, 20s. Green, London.—*Slesinger* and *Co.* warehousemen, joint, 6d. Edwards, London.—*Smyth*, S. H. coachmaker, 2s. 6d. to new proofs. Graham, London.—*Spivey*, J. provision dealer, first, 4s. Hope, Leeds.—*Stuart*, J. draper, first, 5s. 6d. Cazenove, Liverpool.—*Tombleson*, W. tavern keeper, final, 1s. 0½d. Johnson, London.—*Thomas*, D. grocer, first, 2s. 4d. Acraman, Bristol.—*Trapp* and *Co.* tallow chandlers, joint, 2s. 6d. Edwards, London.—*Wales*, A. wood splitter, none made. Johnson, London.—*Weatherby* and *Co.* bankers, final, 2s. Pott, Manchester.—*Webb*, W. hotel keeper, first, 7s. 6d. Bittleston, Birmingham.—*Wegg*, N. victualler, 5s. 10d. Turquand, London.—*Weldon*, T. tailor, 10d Johnson, London.

Insolvents' Estates.

Anderson, J. sen. hay salesman, Villiers-st. Strand, 3s. 9½d.—*Anthony*, R. grocer, Dartmouth, 6s. 9d.—*Barker*, G. plumber, Workington, 3s. 7d.—*Bell*, G. H. corn dealer, Alderley, 8d.—*Brookes*, T. carrier, Beansall, 2s. 2½d.—*Butler*, T. beer retailer, Greenwich, 2s. 4d.—*Coggin*, H. D. warehouseman, Nursery-road, Brixton, 1s. 0½d.—*Dean*, J. baker, Friar-st. Southwark, 2s. 2½d.—*Dennison*, W. farmer, Beetham, 7s. 1d.—*Etheredge*, P. B. shawl manufacturer, Thorpe, 2s. 2½d.—*Fryer*, J. P. wine merchant, Chester-ter. Pimlico, 2s. 3½d.—*Harrison*, T. S. surgeon, Brighton, 7½d.—*Isaas*, S. furrier, Middlesex-st. Whitechapel, 9d.—*Luckman*, J. assistant lace dealer, Manchester, 2s. 7½d.—*Nairn*, F. clerk, Walton, Suffolk, 6s. 4d.—*Omer*, H. purser, Chatham, 16s.—*Parker*, G. pastrycook, Great Yarmouth, 1s. 10½d.—*Pool*, J. publican and blacksmith, Staveley, 2s. 1d.—*Postlethwaite*, J. blacksmith, Crosthwaite, 3s. 6d—*Summers*, J. C. Strand, in no business, 9d (in addition to 1s 3d.)—*Tolfree*, J. tailor, Oakley st. 2s 4d—*Winsor*, E. fellmonger, Grane-rd. 1s.—*Young*, A chemist, Chudleigh, 1s. 8d.

ASSIGNEES OF BANKRUPTS' ESTATES.

Austin, W. builder; A. Cosser, Pedlar's-acre, and J. B. Byron, timber merchants, Belvidere rd. ass.—*Bache*, S. builder; A. Holliday, copper plate printer, King-st. St. Luke's, ass.—*Battye*, J. linen draper; S. F. Stephens, Lombard-st. and J. Matthews, Threadneedle-st. bill brokers, ass.—*Blake*, B. W. paper manufacturer; W. Brown, silversmith, Bartholomew-close, and G. Roberts, estate-agent, Paternoster-row, ass.—*Brown*, W. auctioneer, W. Freeman, stone merchant, Millbank st. ass.—*English*, H. printer; W. S. Daw hosier, Cheapside, new ass.—*Graham*, E. music-seller; R. Mills, music-seller, 140, New Bond-st. ass.—*King*, J. B. bill broker; G. Gibb muslin warehouseman, Wood-st. and W. M. Glaister, bill broker, Castle-st. Birchin-lane, ass.—*Lawrence*, G. H. D. merchant; R. Grant, merchant, Angel-ct. ass.—*Parker*, G. cowkeeper; I. Circuit, hay salesman, West Smithfield, ass.—*Robson*, J. W. builder, G. Redmayne, haberdasher, New Bond-st. and J. J. Bramah, iron-master, Wombourne, Wolverhampton, ass.—*Walter*, M. patent electro plater; R. S. Haviland, surgeon, 177, Maida-hill and H. A. Matthews, schoolmaster, Camberwell-green, ass.—*Ward*, F. H. tallow-chandler; J. Rayner, Russia broker, Cushion-st. Broad-st. ass.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, May 3.

Beaumont, J. R. (March 25), baker, Bocking, Essex; J. Catchpool, miller, Cressing, and W. Appleford miller, Abbey-mill, Coggeshall, trusts., Craig, Braintree, sol.

Gazette, May 7.

Kayworth, C. bookseller, Lincoln, April 16. Trust W. C. Hood, bookseller, Ave Maria-lane. Sols Freeman and Co. Coleman-st.—*Easters*, G. linen draper, Ramsgate and Broadstairs, Jan. 10. Trust. T. B. Burbidge, wholesale hosier, Bridge-st. Southwark, and R. Baggallay, wholesale haberdasher, Love lane. Sols. Desborough and Co. Sise-lane.—*Robertson*, R. grocer and tea dealer, Lichfield, April 20. Trusts. C. Walker and C. Staines, grocers and tea dealers, Birmingham. Sol. Allcock, Birmingham.—*Smith*, G. corn and flour dealer, Kimbolton, Huntingdonshire, March 19. Trusts. W. Ellis, builder, and L. J. Ibbs, auctioneer, both of Kimbolton. Sol Beedham, Kimbolton.—*Smith* W. H. draper, Bridgewater, Somersetshire, April 1. Trusts. W. Smith, grocer, and J. Young, draper, both of Bridgewater. Sol Smith, Bridgewater.—*Williams*, R. ironmonger and hardwareman, High Holborn, April 23. Trusts. H. H. Downman, Lawrence Pountney-lane, R. K. Butler, Maiden-lane, City, and S. Wakefield, Birmingham, gentlemen. Sol Lock, New-inn, Strand.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, May 3.

ALDEN, HENRY, stationer and printer, Queen st. Oxford, May 10, at half-past one, June 14, at half past eleven, Basinghall-st. Com. Fane; Alsager, off. ass.; Baylis, Devonshire-sq. sols. Date of fiat, April 27. T. Summerton, Oxford. pet. cr.

BARHAM, RICHARD, linen draper, Emsworth, Hants. May 14, at half-past one, June 25, at eleven, Basinghall-st. Com. Williams; Follett, off. ass.; Messrs. Sole, Aldermanbury, sols. Date of fiat, April 24. W. Jones and R. Russell, warehousemen, Friday-st. pet. crs.

DIAMOND, JAMES, merchant, 1, George-st. Tower-hill, May 11, at eleven, June 14, at twelve, Basinghall-st. Com. Williams; Turquand, off. ass.; Crosby and Compton, Church-st. sols. Date of fiat, April 24. J. Lafitte and L. Lorrigot, importers of foreign goods, Addle-st. pet. crs.

GIBBINS, JOSEPH, carpenter and builder, High-st. Marylebone, May 10 and June 14, at one, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Rye, Golden-sq. sol. Date of fiat, April 27. F. Chesterman, timber merchant, North-st. Manchester-sq. pet. cr.

GROVER, JOHN, stone merchant, 44, Regent-st. Lambeth, May 14, at two, June 11, at one, Basinghall-st. Com. Holroyd; Groom, off. ass.; Beetholme, New inn, sol.; Date of fiat, April 20. T. Beesley, gent. Vincent-terrace, Islington, pet. cr.

HARLING, JOHN, farmer, grazier, and wool buyer, out of business, Thornber-edge, Barnoldswick, Yorkshire, May 16 and June 6, at eleven, Leeds. Com. Bere; Fearne, off. ass.; Cowburn and Norris, Settle, and Cariss, Leeds, sols. Date of fiat, April 23. T. Birkbeck, J. Birkbeck, W. N. Alcock, H. Alcock, W. Robinson, and R. Birkbeck, bankers, Stackhouse, near Settle, pet. crs.

JEVONS, SARAH, shoe maker, Silver-st. Lincoln, May 14, at half-past one, June 11, at half-past twelve, Basinghall-st. Com. Holroyd; Groom, off. ass.; Billing, King-st. Cheapside, sol. Date of fiat, April 18. D. and D. Dipass, shoe manufacturers, Tenbury, pet. crs.

ROBY, JOSEPH HEWITT, coffeehouse keeper, Athenæum Dining-rooms, George-st. Manchester, May 16 and June 10, at twelve, Manchester, Com. Jemmett; Fraser, off. ass.; Bridges and Mason, Red Lion-sq. and Foster, Manchester, sols. Date of fiat, April 26. N. Mason and J. Bridges, attorneys, Red Lion-sq. pet. crs.

SILLITOE, AMBROSE, innkeeper, Sudbury, Suffolk, May 14, at half-past one, June 19, at eleven, Basinghall-st. Com. Evans; Johnson, off. ass.; Chilton and Co. Chancery-lane, sols. Date of fiat, April 30. J. Herbert, foreman to Duff and Co. silk manufacturers, Sudbury, pet. cr.

Gazette, May 7.

ARNOLD, JOHN, Farndon, Cheshire, and ARNOLD, HENRY, Derby, cheese factors and merchants, May 14 and June 7, at half-past eleven, Birmingham; Valpy, off. ass.; Messrs. Richardson, Burton-upon-Trent, and Messrs. Hicks and Co. Bartlett's-buildings, Holborn, sols. Date of fiat, April 24. W. Worthington, esq. Newton Solney, Derbyshire, pet. cr. on behalf of the Burton, Uttoxeter, and Ashbourn Union Bank.

BAKER, THOMAS WILLIAM, builder, Woolwich, May 14, at one, June 18, at eleven, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Brooks, Great James-st. Bedford-row, sol. Date of fiat, May 2. J. Bowles, artist, Beresford-st. Newington, pet. cr.

BIRD, JOHN, watch manufacturer, 11, St. John's-sq. Clerkenwell, May 15, at half-past twelve, June 19, at twelve, Basinghall-st. Com. Evans; Johnson, off. ass.; Hodson and Gibbs, King's-road, Bedford-row, sols. Date of fiat, May 4. C. Muston, watch-case manufacturer, Red Lion-st. Clerkenwell, pet. cr.

COX, THOMAS, fruiterer, Porchester-st. Connaught-sq. May 21 and June 26, at half-past twelve, Basinghall-st. Com. Evans, Johnson, off. ass.; Fennell and Kelly, Bedford-row, sols. Date of fiat, May 3. J. Lounds, watch manufacturer, Nutford-place, Edgware road, pet. cr.

DAVIS, FRANCIS, linen draper, Tipton and West Bromwich, Staffordshire, May 22 and June 12, at half-past twelve, Birmingham; Christie, off. ass.; Sale and Worthington, Manchester, sols. Date of fiat, April 25. J. Coster and A. Beater, warehousemen, Aldermanbury, pet. crs.

HIND, WILLIAM, common brewer, Grimshaw-st. Preston, May 17 and June 12, at twelve, Manchester; Hobson, off. ass.; Fowler, Liverpool, and Kirk, Symond's-inn, sols. Date of fiat, April 27. J. Fowler, attorney, Liverpool, pet. cr.

HOLMES, EDWARD, warehouseman, 3, King-st. Cheapside, May 14, at half-past eleven, June 14, at eleven, Basinghall-st. Com. Fonblanque, Pennell, off. ass.; Pain and Co. Great Marlborough-st. sols. Date of fiat, May 2. E. Pain and J. Hatherley, attorneys, Great Marlborough-st. pet. crs.

MEREDITH, STEPHEN, linen draper, Liverpool, May 17 and June 12, at eleven, Manchester, Pott, off. ass.; Johnston and Co. Temple, and Messrs. Wood, Manchester, sols. Date of fiat, May 2. R. H. Wood, merchant, Manchester, pet. cr.

MOORHOUSE, JOHN, cattle dealer, Rotherham, Yorkshire, May 17 and June 11, at eleven, Leeds, Com. West; Young off. ass.; Taylor, John-st. Bedford-row, Badger and Coward, Rotherham, and Blackburn, Leeds, sols. Date of fiat, April 29. J. Coward, gentleman, Arksey, Yorkshire, pet. cr.

NASH, WILLIAM HENRY, and GARDINER, WILLIAM, drapers, Exeter, May 16 and June 18, at eleven, Basinghall-st. Com. Fane, Whitmore, off. ass.; Sole and Sole, Aldermanbury, sols. Date of fiat, April 27. W. Hitchcock, R. Lewellin, and C. Truman, warehousemen, Wood-st. pet. crs.

NICHOLSON, WILLIAM FOSTER, worsted spinner, Warley, Halifax, May 17 and June 11, at eleven, Leeds, Com. West, Freeman, off. ass.; Jacques and Freeman, Ely-place, Stocks and Macauley, Halifax, and Payne and Co. Leeds, sols. Date of fiat, April 25. G. Hirst, woolstapler, Halifax, pet. cr.

PEACOCK, HENRY, grocer, Stockton-upon-Tees, Durham, May 20, at half-past one, June 7, at eleven, Newcastle, Com. Ellison; Wakley, off. ass.; Amory and Co. Throgmorton st. and Claytons and Dunn, Newcastle-upon-Tyne, sols. Date of fiat, April 12. R. Woolatt, wholesale tea and coffee dealer, Crown-court, Philpot-lane, pet. cr.

SIMMONDS, HENRY, the elder, mourning coach proprietor, Long acre, May 14, at eleven, June 14, at twelve, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Piercy and Hawkes, Three Crown-sq. Southwark, sols. Date of fiat, May 4. B. Huttle, builder, Deptford, pet. cr.

WILLIAMS, CHARLES, furrier, 5, Friday-st. Cheapside, May 14, at half-past one, June 14, at eleven, Basinghall-st. Com. Williams; Turquand, off. ass.; Jones, Parliament-st. sol. Date of fiat, April 20. T. C. Angell, general agent, St. Mary-le-Strand-place, Old Kent-road, pet. cr.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, April 30.

Alman, L. musical instrument seller, Bristol.—*Aspinall*, A. cigar dealer, Manchester.—*Aspinall*, J. salesman, Manchester.—*Baker*, G. jun. ironmonger, St. Alban's-place, Edgeware-road. *Black*, J. husbandman, Horwich, Lancashire.—*Bryden*, J. traveller, Manchester.—*Close*, T. druggist and confectioner, Halifax.—*Collins*, C. saddler, South Hincksey, Berkshire, and Oxford.—*Collins*, J. dealer in toys, Blackfriars-road.—*Cogle*, I. F. in no trade, Alexander-sq. Kensington.—*Davis*, M. governess, Gloucester-place, Portman-sq.—*Evans*, D. coach spring maker, Liverpool.—*Hall*, J. labourer, Bubwith, Yorkshire.—*Hatcher*, J. G. coach maker, Tonbridge, Kent.—*Hoskins*, R. H. manager of a public-house, Liverpool.—*How*, G. butcher, London-road, Hammersmith.—*Ingham*, T. farmer, Luddington, Lincolnshire.—*Marsden*, W. table knife manufacturer, Sheffield.—*Mitchell*, F. carriage proprietor, Bride-lane, Fleet-st.—*Naylor*, J. laceman, Liverpool.—*Newman*, W. builder, King-st. Hammersmith.—*Shepherd*, J. cabinet maker, Guisbrough, Yorkshire.—*Smith*, T. gun maker, High Holborn.—*Willey*, J. out of business, Sheffield.

Gazette, May 3.

Bedford, J. jun. fent dealer, Manchester.—*Brett*, W. R. D. baker, Suter's-bldgs. Chapel-st. Somer's town.—*Brown*, E. out of business, Gloucester.—*Burton*, W. innkeeper, Darlington.—*Chandler*, J. labourer, Mitcham, Surrey.—*Cope*, T. baker, Lenton, Nottinghamshire.—*Davenport*, G. general saw dealer, Sheffield.—*Gill*, J. jun. veterinary surgeon, Halifax.—*Hall*, S. carpenter, East Dean, Gloucestershire.—*Higginson*, C. schoolmaster, Broadwell, Oxfordshire.—*Hilton*, J. T. farmer, Thursford, Norfolk.—*Hore*, W. boot maker, out of

business, Bristol.—*Kerby*, J. victualler, Bristol.—*Newnham*, B. tailor. Frith-st. Soho.—*Noke*, J. railway porter. Manchester.—*Pocock*, B. boot maker, Fuller-st. Bethnal-green.—*Prentis*, J. W. grocer, Kelvedon, Essex.—*Spear*, C. W. walter, Liverpool.—*Stock*, P. painter, Gray's-inn-lane.—*Swinscoe*, J. sen. wood turner, Sheffield.—*Webster*, W. H. managing the business of a coal and potatoe dealer, 6, Mount Pleasant, Gray's-inn-lane.—*Wetenhall*, J. stock and share agent, Walcot-ter, Lambeth, and Throgmorton-st.—*Whitley*, W. scissor manufacturer, Sheffield.—*Wilson*, W. A. decorative painter, Granville-place, Bagnigge-wells-road.

TO BE HEARD BY ORDER OF COURT.

Town.

Gazette, April 30.

Court-house, Portugal-street, May 21, *at nine.*

Buckler, W. brewer's clerk, Buross-st. Commercial-road East.—*Dickie*, J. R. out of employ, London ter Hackney-road.—*English*, W. dealer in beer, Turnham-green.—*Goodman*, C. omnibus driver, Francis-st. Waterloo-road.—*Isaac*, A. T. chemist, Cambridge-ter. Edgeware-road.—*Newton*, I. pen manufacturer, Minories (adj.)—*Paul*, H. printer, Brick-lane, Spitalfields.—*Richardson*, T. sen. brass finisher, New-road, St. George's in the East.—*Simpson*, J. writer, Regent-st. Lambeth-walk.—*Tanner*, T. jun. out of business, Barrett-st. Lambeth.—*Ward*, W. C. attorney, New Boswell-court, Carey-st.

From the Gazette of Friday, May 10.

Bankrupts.

Brunswick, M. merchant, Lime-st.—*Elliott*, J. innkeeper, Caxton, Cambridgeshire.—*Banner*, F. provision merchant, Upper Thames-st.—*Clark*, J. colonial broker, Mincing-lane, Fenchurch-st.—*Saxby*, R. R. wine merchant, Old Fish-st. City.—*Styles*, C. grocer, Worthing.—*Kempster*, T. builder, Blackman-st. Southwark.—*Woodroffe*, S. wine merchant, Chepstow, Monmouthshire.—*Parker*, G. shovel manufacturer, Sheffield.—*Dixon*, J. linendraper, Sheffield.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—
PRIVY COUNCIL by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.
HOUSE of LORDS by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.
VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.
ROLLS' COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.
VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.
VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.
The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.
The COURT of EXCHEQUER by JAMES A. FOOT, Esq. of the Middle Temple, Barrister-at-Law.
The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.
The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq. of the Middle Temple.
ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.
BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.
CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.
NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.
WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.
OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.
SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.
ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.
REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.
N. B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

We have an accumulation of cases decided in this Court, most of them involving points of considerable importance, which the demand upon our space has not hitherto permitted us to insert; these we shall report from time to time as opportunity serves, without allowing them to interfere with the instant publication of the most important decisions as they are made.

March 14 and 29.

NICHOLLS v. STRETTON.

Restraint on employment—Agreement between solicitors—Construction of a bond in restriction of practice.

Where an attorney had, on being articled, covenanted not to be concerned for "any person who had already been, or might thereafter become or be clients" of his master or his partners, and an injunction was granted to restrain him generally from being concerned for the plaintiff's clients; it was held on appeal to be entirely a legal question.

Quære, whether, if an agreement in restraint of industry be good in part and bad in part, the Court will apportion relief.

This was an appeal motion to discharge an order of the Master of the Rolls, by which an injunction had been granted to restrain the defendant Stretton from being concerned as an attorney, solicitor, or conveyancer for any client or correspondent of the plaintiff or his partners. The defendant had been the clerk of the plaintiff, a solicitor practising in London, who in 1838, after some negotiation, consented to take him, the defendant, as an articled clerk; on which occasion an indenture was made between them, which contained the following covenants by the defendant: that Stretton should not, after the expiration of term of his articles, either directly or indirectly interfere or intermeddle with, or be concerned as attorney, agent, or otherwise, for any person who had already been, or should thereafter become or be the client or correspondent in business of or with the plaintiff, or any partner or partners he might admit to a share with him; or any person to whom he might assign the whole of his business or profession as a solicitor, attorney, and conveyancer. That for every breach of that covenant, the defendant should pay to the plaintiff a penalty of 100*l.*, and that each day's repetition of employment on behalf of the prohibited clients, should be deemed a fresh breach. That the plaintiff's books should be conclusive evidence as to his clients. Stretton had been admitted an attorney and solicitor in 1843, and then began to practise on his own account. Three or four country attorneys or correspondents who had and still continued to employ the plaintiff, also employed the defendant, without any application having been made by him for such employment; and all of such correspondents made affidavits that they were in the habit of employing several agents, and that they did not send less business to the plaintiff by reason of their employment of the defendant.

Romilly, Rogers, and *Bramwell* (of the common law bar), for the appeal motion, contended that the agreement was unreasonable, for the defendant could never know when he was committing a breach of the covenant. This was not within the exceptions which had been established to the general rule of common law, which held agreements in restraint of industry to be invalid. They cited *Gooch* v. *Goodman* (2 Adol. & Ell. Reports).

The LORD CHANCELLOR.—What is the course where part of the agreement is void and part reasonable?

Romilly.—Relief will be marshalled.

The LORD CHANCELLOR.—Does not this covenant prevent Mr. A. B. from employing the solicitor in whom he has most confidence?

Romilly.—All the exceptions had been founded on restraints within a particular distance. The last case was *Mallan* v. *May* (11 Meeson & Welsby's Rep. 653, also reported in the Jurist). Partial restraints are generally presumed to be bad, though the circumstances may shew that such presumption ought to be repelled in a particular case. *Mitchell* v. *Reynolds*, 1 Peere Williams' Reports, 181; the case of the *Tea Taylors of Exeter*.

The LORD CHANCELLOR.—I am now to determine whether the covenant is bad to the extent now complained of. The injunction is general, to restrain the defendant from being concerned for any client or correspondent of the plaintiff.

Romilly.—The injunction should have been limited. *Whittaker* v. *Howe*, 3 Beavan's Reports, 383; *Chesman* v. *Nainby*, 2 Stra. 739; 3 Brown's Parliamentary Cases, 349; Lord Raymond's Reports.

The LORD CHANCELLOR.—Does this amount to more than a covenant not to interfere with the plaintiff's business? An issue at law would be more satisfactory.

Rogers and *Bramwell*.—The covenant is altogether void. There is no case like this. *Wallis* v. *Day*, 2 Meeson & Welsby's Rep. 281; *Young* v. *Timmins*, 1 Tyrwhitt's Rep. 226; 6 Adolphus & Ellis's Rep. 643; *Horner* v. *Graves*, 7 Bingham's Rep. 735; *Ward* v. *Byrne*, 5 Meeson & Welsby, 548; *Wigg* v. *Shuttleworth*, 15 East's Rep.

Russell and *Goodeve*, for the plaintiff.—*Gale* v. *Reed*, 8 East's Rep. 80. The defendant relies on the case of *Young* v. *Timmins*, but that was a unilateral agreement. *Hitchcock* v. *Coker*, 6 Adolphus & Ellis's Rep. 438; *Horner* v. *Ashford*, 3 Bingham's Rep. 322; *Bunn* v. *Guy*, 4 East's Rep. 190; *Archer* v. *Marsh*, 6 Adolphus & Ellis's Rep. 959.

The LORD CHANCELLOR.—Taking the restrictions to be entire, how do you separate them? Will the Court apportion a covenant not to exercise a trade?

Goodeve.—[illegible] v. [illegible] *Morris* v. *Coleman*, 18 Vesey's Rep. [illegible]

Romilly, in reply.

The LORD CHANCELLOR.—This is strictly a legal question. The motion must stand over for the plaintiff to bring an action, and in the mean time the injunction must be continued.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Wednesday, April 17.

WASTELL v. LESLIE, *ex parte* FORD.

Practice—Costs—Taxing master.

There is no rule or order which restricts the number of counsel who shall be employed in a cause to two only, but the number who are retained must, in a great measure, be left to the discretion of the solicitor to decide; and he must be guided by the importance of the case, the number of points which are likely to arise, and the facts to be stated to the Court. Therefore, when a solicitor comes with a suit already instituted, and gives briefs to two Queen's counsel and a junior counsel, and in so doing merely carries out the solicitor's intention to whom the conduct of the suit had been originally intrusted, he was held, under the circumstances, to have acted with a sound discretion; and the taxing master, who had disallowed him the costs of the second Queen's counsel, was ordered by the Court to review his report.

This was a petition of a solicitor in the suit against the master's certificate disallowing the costs incurred by employing three counsel on one side, viz. two Queen's counsel and one junior.

The pleadings in this cause were rather complex and voluminous. The original bill, in which Ellen M. Wastell, Richard Herbert, Lewis Bird, and Harriet Ann, his wife, were plaintiffs, and a number of other persons were defendants, was filed on the 12th of January, 1838, and arose out of the will of Sir Jonathan Miles, whose property, which formed the subject of the suit, consisted chiefly of a lunatic asylum.

It appears that Messrs. Hicks and Morris, of Gray's Inn, were the solicitors by whom the suit was instituted, and by whom three subsequent ones in the same matter were conducted, until the petitioner, Mr. Charles Ford, was appointed solicitor for the plaintiffs to conduct the suits hereafter mentioned.

Messrs. Hicks and Morris had already, by reason of the importance of the questions raised and the amount of property involved in the suit, deemed it advisable, on the same day on which the original bill was filed, to retain the now Vice-Chancellor Wigram as the leading counsel, and Mr. Bethel, then without the bar, as junior counsel, for the plaintiffs.

On the 12th of April, 1838, a cross bill was filed by John Carter, one of the defendants in the above suit, against the plaintiffs and the rest of the defendants thereto, when Messrs. Hicks and Morris again retained Mr. Wigram and Mr. Bethel as counsel for Ellen M. Wastell and Harriet Ann Wastell, two of the defendants to the cross suit.

The original cause was set down for hearing in Trinity Term, 1838, and on the 4th of July in the same year, a motion was made before the Vice-Chancellor of England, on behalf of the plaintiffs in the original cause, for a manager and receiver of the lunatic asylum before mentioned, and on the same day a similar motion was made in the cross cause of *Carter* v. *Leslie*. Both Mr. Wigram and Bethel appeared for the plaintiffs in the original cause, and for Ellen M. Wastell, and Harriet Wastell, as defendants, in opposition to such motion to the cross cause, when the facts of the case, and the several points arising in the causes, with their various merits, were gone into and discussed for two days, and at the conclusion the Vice-Chancellor ordered a reference to appoint a manager and receiver.

In Hilary Term, 1839, the first supplemental bill was filed by the plaintiffs in the original suit against other parties, which was set down for hearing in Trinity Term, 1839; and in Hilary Term, 1840, the second supplemental bill was filed by the plaintiffs against another fresh party, which cause was set down for hearing in Trinity Term, 1840.

The pleadings in the causes up to the filing of the second supplemental bill were settled by Mr. Bethel as junior counsel; but the second supplemental bill was settled by Mr. Wilbraham, as such junior counsel for the complainants, Mr. Bethel having at that time been called within the bar.

The cause of *Carter* v. *Leslie* was set down for hearing in Hilary Term, 1840.

At the time when the papers in the causes were handed over to the petitioner as the successor of Messrs. Hicks and Morris, viz. in July 1840, a considerable portion of the third copies of the briefs in the original and cross causes of *Wastell* v. *Leslie* and *Carter* v. *Leslie* were actually prepared, and the same were delivered over to the petitioner by Messrs. Hicks and Morris.

The plaintiff, Harriet Ann Wastell, intermarried with R. H. L. Bird, in June 1840, and in July following the petitioner was specially retained by the complainants, E. M. Wastell, and by Bird and wife to carry on the said suits on their behalf.

In the same month of July, the petitioner instructed Mr. Wilbraham (who had been employed as junior counsel since the call of Mr. Bethel within the bar) to settle the bill of revivor and supplement on the marriage of Harriet A. Wastell, which was filed on the 22nd, and the answer of E. M. Wastell and R. H. L. Bird and wife, which had also been settled by Mr. Wilbraham, was on the 4th of August, 1840, filed to a bill of revivor and supplement instituted by John Carter and Louisa Amelia his wife.

From the circumstance of Mr. Wigram and Mr. Bethel having been retained by the former solicitors, to both of whom the whole circumstances and merits of the cause were familiar, and who had both advised on the questions in the causes, in consultations and otherwise, the petitioner conceived it to be proper and according to the rules of professional etiquette, to deliver briefs to them.

In Hilary Term, 1841, the petitioner having com-

pleted the briefs which had, as before mentioned, been in part prepared by Messrs. Hicks and Morris, caused them to be delivered in the causes to Mr. Wigram, Mr. Bethel, and Mr. Wilbraham, on behalf of the plaintiffs, E. M. Wastell, R. H. L. Bird, and Harriet Ann his wife.

The several causes came on for hearing together on the 25th of February, 1841, before the Vice-Chancellor of England, whereupon, after the several points had been fully argued, his Honour made one decree in all the several before-mentioned suits, and declared that the will of Sir Jonathan Miles should be established, and the trusts thereof performed and carried into execution; together with many other matters comprised in the said decree, the minutes whereof were directed by the Vice-Chancellor to be prepared out of court by counsel, and the causes were afterwards set down on the said minutes, and, after considerable discussion, were settled by the Court. Against this decree J. Carter appealed, which appeal was heard before the Lord Chancellor in February 1843, on which occasion the Solicitor-General was specially retained, who argued the appeal on behalf of J. Carter, but no judgment has yet been pronounced thereon by his lordship.

On the 11th of January, 1843, in consequence of some severe and angry altercations having arisen between the petitioner and his client, E. M. Wastell, one of the above complainants, accompanied by several letters from that lady, couched in no measured terms, certain notices were served upon the petitioner, discontinuing him from acting as the solicitor for the said Ellen M. Wastell and Bird and wife; whereupon he made out, and on the 16th of August, 1843, delivered, his bill of costs against them, amounting to 418*l.* 17s. 3d. and another bill of costs against Ellen M. Wastell, alone, amounting to 14*l.* 3s. 4d. and commenced an action against her for the sum of 133*l.* 0s. 7d. being the aggregate amount of the two bills of costs. To this action she pleaded *non-assumpsit*, but afterwards suffered judgment to go by default; and about the 23rd November, 1843, she presented a petition to the Master of the Rolls, praying that the two bills of costs might be taxed, and that the petitioner might be restrained from proceeding in the action. Accordingly, on the 27th of the same month, his lordship made the usual order for taxation, and that in the mean time all proceedings at law, in respect of the two bills of fees and disbursements, should be stayed, and the costs, when so taxed, be paid by the said complainant, E. M. Wastell, to the petitioner.

In the month of December 1843, the taxing master proceeded to tax the two bills of costs under the order; when it was objected, on behalf of E. M. Westall, that the petitioner ought not to have employed more than one Queen's counsel, and that the employment of a second Queen's counsel was unnecessary and improper, and that all items in the bills of costs for making more than two copies of the pleadings and other proceedings in the several suits, and for attendances on and for fees paid to more than one Queen's counsel, ought to be disallowed and taxed off, and that two copies only of the pleadings and other matters in the several suits, and the fees and charges consequent on the employment of one Queen's counsel and one junior only on behalf of the complainant, E. M. Wastell, in the causes, ought to be allowed.

The petitioner attended before the master, and insisted on the propriety of the course he had taken in respect to his having delivered briefs to Mr. Wigram and Mr. Bethel, urging among other things the importance of the questions, and the intimate acquaintance which these gentlemen had acquired of the circumstances and merits of the causes, by having been all along engaged in them; and that in so doing he had only adopted th course and practice which the former solicitors were about to pursue, had they continued to act as the solicitors for the co-plaintiffs.

The taxing master, however, refused to allow the fees and charges consequent on the employment of a second Queen's counsel, and gave his reasons for such refusal in part as follows:—"It seems to me that it is the duty of a solicitor so to conduct a case of this nature as that, in the event of his client ultimately obtaining costs out of the fund as between solicitor and client, there may be as little extra costs as possible to be paid out of that client's share of the fund, and that if any extra costs were incurred, at all events with a reasonable prospect of the expenditure being for the benefit of the party employing him. If this be the rule to be observed in an extraordinary (*quære*, ordinary) case, it seems to me that this rule applies so much the more strongly in a case like the present, where the costs objected to are incumbered in six causes, four of those causes being so only in a technical sense, all set down for hearing together, and where, if these causes have been needlessly created, the expense has been multiplied in so serious a degree.

"I cannot discover how it could possibly have been the case that three counsel were properly employed at the hearing, because, admitting (as, indeed, I believe to have been the fact) that the suit involved important questions of law, still the arguments on these points of law might have been just as well conducted by the senior and junior counsel alone as by them in conjunction with the second Queen's counsel. If, therefore, I were to allow the brief of the second Queen's counsel, the effect of it would be to throw upon Miss Wastell an expense from which she has derived no benefit whatever, and which, even if she should hereafter obtain her costs out of the fund in court as between solicitor and client, could never be allowed to her on taxation.

"It has been pressed upon me that I ought to allow the briefs to the second Queen's counsel, on the ground that he had been retained in the original suit by a solicitor previously employed by Miss Wastell, and that, from an intimate knowledge of the case, his services were considered by Mr. Ford to be peculiarly valuable. It does not seem to me, however, that this circumstance ought to weigh with me, because the counsel in question had himself, after his retainer, changed his position at the bar, and had therefore no right to expect a brief under the altered circumstances. If, however, his services were really of such paramount importance as is contended for, then, I think, looking to the very heavy expense which the employment of a third counsel involved, it became the duty of Mr. Ford to have dispensed with the services of the senior Queen's counsel."

The Master accordingly taxed off and disallowed all the items in the bill of costs, for making a third copy of the pleadings and other proceedings and matters in the causes, and all the fees paid by the petitioner to, and charges consequent on, the employment of Mr. Bethel at the hearing of the causes; and on the 11th day of December last, the Master made his certificate, whereby he certified, among other things, that the two bills of fees and disbursements of the petitioner as taxed, were less by a sixth than the bills before-mentioned, and that, pursuant to the Act of Parliament, he had proceeded to tax the then petitioner, Miss Wastell, her costs of such reference, and the bill of costs being reduced to more than one-sixth; the petitioner, Ford, was charged with the costs of the reference, amounting to 23*l.* 15s. 1d. besides losing his costs attendant upon such reference, which would have been otherwise allowed him. The petition, therefore, prayed for liberty to except to the Master's certificate, and that it might be referred back to the Master to review his certificate and taxation, &c.

A number of letters that had passed between the petitioner and his client Miss Wastell, comprising the correspondence before alluded to, were read to the Court during the course of the argument.

Bethel and *Randall*, for the petition.—The papers having been handed over by the former solicitors to Mr. Ford, the petitioner, he was justified in carrying out the intention of the former solicitors by giving these briefs on behalf of his clients, viz. two to the Queen's counsel who had been retained, and one to the junior. That as to an attorney's exercising a discretion about the number of briefs, there is no order either in a court of equity or law restraining him; the question depends entirely upon the circumstances of the case. It is the constant practice to allow costs as between solicitor and client. Now, the construction upon the will of Sir Jonathan Miles not only fully justified, but even bound, the solicitor to deliver over the number of briefs he did in consideration of the former retainers. It is only necessary, even between party and party, to shew that the case was not an ordinary one to induce the Court to allow more than two briefs. Looking at the decree, it is sufficient to shew that the present suit is not an ordinary one, and it is necessary to discuss what portion of the suit ought to be dismissed. Then the question as to whether debts be charged upon the corpus or out of the income is an extremely important one, also, as it respects the tenant for life and the annuities. Therefore the nature of the questions appearing from the decree, which is an extremely complicated one, fully justifies Ford in acting as he has done. Now, as to the retainers, we do not know whether, although counsel be retained, it be necessary to deliver briefs. Therefore, setting aside the common courtesy, Ford was bound to follow up what had previously been pointed out to him. It was impossible for the Master to [illegible] the whole of the case, whether it was fit or not to deliver the second brief to senior counsel, yet he has thought fit to assume to exercise a better judgment than the solicitor. It might be important if the question referred to six causes, and the costs of all the causes, whether the amount of fees should be one sum or another, but not when the question is whether a second brief should be delivered or not. Mr. Ford had several clients' interests to attend to, Miss Wastell's and Mr. and Mrs. Bird's. How could he, upon the application of Miss Wastell, act otherwise than he did?

Bacon, for the respondent, Ellen Miles Wastell.

Cases cited: *Morris* v. *Hunt* (1 Chitty, 550); *Ex parte Lloyd* (cited in *Ex parte Elsie*, Montag. Rep. 70); *Downing College case* (3 My. & Cr. 474).

The VICE-CHANCELLOR.—This is a case of great importance, not only to counsel, but to solicitor and client generally. There certainly exists no rule that confines the number of counsel to be retained in a cause to two only. Now, although in Beame's explanatory paper referring to the thirty-third order of 1828, there is a floating idea, that only two counsel shall be employed, yet there is no adoption of that proposition. The matter of *Downing College* is different, for there the chancellor decides with reference to the case before him, and not where the application is by a party to tax his solicitor's bill. As to the correspondence, it is a remarkable circumstance, that the young lady, Miss Wastell, attained her age in 1840, and from that time until the month of November in the same year, a correspondence was carried on between her and Mr. Ford in a no remarkably gentle manner: there was, however, no attempt on her part to take the papers out of that gentleman's hands. The cause proceeded to a hearing, then an application was made by the party herself to tax the costs, as between solicitor and client; she is thus *primâ facie* bound to pay all the costs fairly incurred by the solicitor in her behalf. Now this present application is to review the Master's certificate; and I want to know whether the Master is right in disallowing any particular counsel his fees in the cause. There are many cases which cannot properly be brought before the Court without employing three counsel, as where observations are to be made in a variety of matters; and in going through a long statement of those matters, a counsel's strength may be entirely exhausted before he comes to apply his argument; and if a number of points arise out of the construction of a will, and a multitude of facts are to be stated, it is impossible that two counsel only can have strength to go through the case properly. I recollect holding a consultation with no less than nine counsel, and every day's experience tells us the necessity of a plurality, and the truth of the saying, that "in the multitude of counsel there is wisdom."

The case is simply this, that Messrs. Hicks and Morris were originally the solicitors employed to conduct the suit on behalf of the plaintiffs, and they intended to have retained three counsel. Mr. Ford carried out that intention. The present respondent presented her petition before the Master of the Rolls to tax the costs. In sending this back to be reviewed, I must say, that if the Master is to appreciate th quantum of benefit derived from the exertions of each counsel, he takes upon himself a very difficult task.

Ordered that the Master review his report.

Saturday, March 30.

BLUNDELL *v.* GLADSTONE.

Ex parte LORD CAMOYS.

Will, construction of—Excepted estates out of a general devise—Uncertainty.

A testator by his will devised to trustees and executors, their heirs and assigns, all his manors, messuages, lands, tenements, and hereditaments, and all and singular his real estate ("except the hereditaments thereinafter specifically devised"), of, or to which, he or any person or persons in trust for him, was or were seized of or entitled for any estate of freehold or inheritance (including all estates vested in him upon trust or by way of mortgage). The will then goes on as follows: "I give, devise, limit, and appoint my farm, with the appurtenances, in Aughton, in the possession of Thomas Haskeyne, unto the Rev. T. R. to hold the same unto and to the use of him, his heirs and assigns for ever." T. R. died in the testator's lifetime. The testator had two farms in Aughton, both in the possession of T. Haskeyne, one called M. and the other S. As to the one called S, the testator's father had with him, by a deed of covenant, attempted to create a perpetual trust in it for the benefit of a Roman Catholic chapel. Held, that there was nothing to shew with certainty what the excepted property was, and that therefore the two farms in Aughton passed to the trustees under the testator's will, and not to his heir-at-law.

This was the petition of Thomas Lord Camoys and Elizabeth Tempest, two of the defendants in the cause, which was originally heard about three years since, when the principle argued was one of personal identity. The testator had devised certain estates to trustees upon trust to the second son of Edward Weld, of Lulworth. It appeared, that at the date of his will there was no person in *esse* named Edward Weld, but that the then owner of Lulworth was Joseph Weld. Joseph, it appeared, had once a brother named Edward, but he died some time before the date of the will. His Honour the Vice-Chancellor of England, before whom it was then heard, held it to be clear that the testator had only mistaken the real name, and that he meant Joseph Weld, the then owner of Lulworth; but by the decree, it was ordered to be referred to the Master to inquire what farms and lands the testator had in Aughton at the time.

The testator, Charles Robert Blundell, in the pleadings of the cause named, was, at the time of making his will and at his decease, seized of two farms in Aughton, in the county palatine of Lancaster, both of which were, and are still, in the occupation of one Thomas Haskeyne, in the testator's will named, at the respective yearly rents of 50*l.* and 120*l.* The former one was called "Shepherd's," and had been held by the testator as the surviving trustee, under an indenture bearing date the 11th of May, 1793, upon certain charitable trusts mentioned therein. The

other of the above-mentioned, viz. that held by Haskeyne at the yearly rent of 120*l.* was, and still is, known by the name of Molyneux's.

The testator duly made and published his last will and testament, bearing date the 28th day of November, 1834, to the purport and effect set forth in the pleadings, and thereby amongst other things devised to the trustees and executors in his will named, and their heirs and assigns, all that his manor or lordship of Ince, otherwise Ince Blundell in the county of Lancaster, and all that his manor-house or capital messuage, called or known by the name of Ince Blundell or Ince Blundell Hall, and the demesne and other lands thereto belonging; and also all those his manors or lordships of Formby, Ainsdale, Birkdale, Lydiate, Eggregarth, Melling, Cunscough, and Ranikers, with their respective appurtenances, in the County of Lancaster; and all and every his houses, lands, tenements, and hereditaments whatsoever in Ince, otherwise Ince Blundell, Formby, Ainsdale, Birkdale and Halsell, Little Crosby, Lydiate, Eggregarth, Melling, Cunscough, Ranikers, Preston, Broughton, and Chipping. And all and singular other his manors, messuages, lands, tenements, and hereditaments; and also, all and singular his real estate whatsoever and wheresoever (*except the hereditaments in the said will afterwards particularly devised*), of or to which he or any person or persons in trust for him, was or were seized, or entitled for any estate of freehold or inheritance in possession, reversion, remainder or expectancy, in or of which he had any power of disposition or appointment (including all estates vested in him upon trust or by way of mortgage), and their respective rights, members, and appurtenances, and including any copyhold estates, and all rents and franchises whatsoever relating to any of the said manors, lands, and hereditaments; to hold the same manors, messuages, lands, tenements, hereditaments, real estate and premises, unto and to the use of his said trustees and executors, their heirs and assigns for ever. Nevertheless, as to such trust and mortgage estates, subject to the subsisting trusts and equity or right of redemption thereof, and so that all moneys coming to him thereon might form part of his personal estate; and as to all the other hereditaments, real estates, and premises therein before devised and appointed, upon the trusts in the said will—in that behalf particularly mentioned and described. The testator further devised as follows: "I give, devise, limit, and appoint my farm with the appurtenances in Lydiate, called Shacklady, in the possession of —— Shacklady, or all my estates and interests therein respectively, unto the Reverend Thomas Robinson, of Seel-street, Liverpool, to hold the same unto and to the use of him, his heirs and assigns for ever.

The Rev. Thomas Robinson was a Roman Catholic priest, and it was supposed that the intention of the testator was, that he should hold the devised property upon trust for the benefit of Lydiate chapel, of which Mr. Robinson was the officiating priest; for it appears by the Master's report in 1843, that by a deed of covenant and declaration, bearing date the 11th of May, 1793, which Mr. Henry Blundell, the father of the testator, entered into with the testator, the said Mr. Henry Blundell, and one T. S. Massey, he, the said Henry Blundell, declared that he had no right or title to the Shepherd's Farm, and that he held the same in trust for the benefit of the officiating Catholic priest in Lydiate for the time being; and covenanted with them, the said C. Blundell and T. S. Massey, their heirs and assigns, that he would thereafter pay to the priest officiating in Lydiate, the yearly rents of the said farm. Mr. Blundell, the covenantor, died in the year 1810, and Mr. C. Blundell, the testator, became entitled to his property, and paid the rent of Shepherd's Farm to the priest of Lydiate during his life.

The Master, in his report, also found that the farms and lands the testator had in Aughton at the time of making his will, and of his death, consisted of a water-mill and horse, and about half an acre of land in the possession of Ralph Rawstone, and about half an acre of land in the possession of Thomas Gronper; that Shepherd's farm, containing about thirteen acres, was let to Thomas Haskeyne at the yearly rent of 50*l.* and Molyneux farm, containing about thirty acres, let to the said Thomas Haskeyne at the yearly rent of 120*l.*

The petition was presented by Lord Camoys and Elizabeth Tempest, the coheirs of the testator, on the grounds that it was the farm called *Molyneux* which the testator devised to Thomas Robinson, and that in consequence of his death in the testator's lifetime, they were entitled thereto, and prayed that they might be let into possession of the same.

***Stewart* and *Parry* for the petitioners, and *Walker* and *Fleming* for others in the same interest, contended that the testator intended to give a beneficial interest to Robinson. That where there are two things answering the same description, and a testator is beneficially interested in one only which is capable of answering his intention, there all uncertainty as to the object of his bequest ceases; the main question being that which was in the testator's mind at the time of making his will.**

Bethell and *Campbell*, for the *cestui que* trust of the devised estates.—The plaintiff contended that the devise was void for uncertainty, or, if not, that it was *Shepherd's* farm that was intended to pass; in which case, the testator merely intended to give effect to the deed of 1793, which was invalid.

Hodgson and *Witham* appeared for devisees in remainder, who were in the same interest as the plaintiff.

Stewart, in reply.—The only question appears to be whether the testator really intended to devise Molyneux farm to Robinson; the only evidence which goes to shew this is that appearing upon the Master's report. We find from this, that the testator had a power to devise a beneficial interest in Molyneux farm, and only a legal one in that called Shepherd's. He devises not only those estates in which he had a beneficial interest, but also those in which he had a legal interest only; the former he gives with an exception, but the latter he devises to trustees without an exception. If the disposition be void for uncertainty, the heirs-at-law of the testator will be entitled to claim the benefit of that defect, and neither of the two farms will go to the trustees.

Cases cited: *Bradshaw* v. *Tasker* (2 My. & K. 221); *West* v. *Shuttleworth* (*ibid.* 684); *Attorney-General* v. *Todd* (1 Keen, 803); *Thompson* v. *Lady Lawley* (2 Bos. & Pul. 303); *Day* v. *Trigg* (1 P. Wms.)

The Vice-Chancellor.—All the parties interested have agreed to take my opinion upon the testator's will. It seems to me to be a very clear case; and I quite concur in what has been stated in the argument, namely, that every thing, save what has been excepted by the will, must pass to the trustees; but then comes the question as to what has been excepted? The testator commences his will in very sweeping terms, for he devises to the trustees all and singular his manors, messuages, lands, tenements, and hereditaments, and also all and singular his real estate, "except the hereditaments hereinbefore specifically devised," and then he continues, "of or to which I, or any person or persons in trust for me, am, is, or are seized or entitled for any estate of freehold or inheritance in possession, reversion, remainder, or expectancy," &c. Now this constitutes a gift of every thing except what was afterwards intended to be specifically devised, yet in the same gift he includes that property which he held upon trust and mortgage; for he expressly provides for them in the following sentence: "Nevertheless, as to such trust and mortgage estate, subject to the subsisting trusts and equity or right of redemption thereof, and so that all moneys coming to me thereon may form part of my personal estate." This sentence seems to shew that, under the testator's idea of trust and mortgage estates, he meant to embrace trust estates in which he was beneficially interested. He then goes on to declare the trusts of the estates which he so devises; for instance, to his two servants, William Hall and James Messam, which would in itself satisfy that which was excepted out of the general devise, and if that part of it which relates to the farm at Aughton, given to Thomas Robinson, were clearly expressed, it would form an equally excepted part of the will; but the rule of law is, that unless you can point out what is the excepted gift, the whole, including the thing excepted, must pass. The exception which is not described does not constitute an exception. Upon the whole, is it certain that the testator having one farm in Aughton in the possession of Haskeyn, called "Shepherds," and another, held by the same person, called "Molyneux," has described one of these farms with sufficient certainty so as to exclude the other? I think he has not; for there is no proof that the "Shepherds" estate was held upon any subsisting trust by him. The deed of 1793, which is the only thing that in any way relates to the subject, does not, in my opinion, fix any substantial trust upon that estate; and unless there be something to shew that the words of a will are not meant by the testator to be understood in their strictly technical meaning, they must be taken in their legal sense. Now, if upon the true construction of the deed of 1793, it is to be taken as voluntary, and not binding upon the [illegible]; then there is no evidence that the heir considered himself as being bound by any subsisting trust, or that he did not intend to devise the "Shepherds" farm as well as any other. I put my construction upon the will with reference only to the Master's report and the deed of 1793. My opinion is, that the devise does not fall within the exception; for there is nothing upon the will to shew with any degree of certainty what the exception was as to the "Aughton" farms, and that, therefore, they will both pass to the trustees in the same manner as if there had been no exception whatever.

Petition dismissed with costs, but without prejudice to the question by whom the costs are to be ultimately paid.

ROLLS COURT.

Feb. 26 and March 28.

Lewis v. Smith.

When an answer is referred for scandal or impertinence, the Master has no discretionary power to give or refuse costs to the plaintiff, under the 22nd Order of December, 1833, which does no more than relieve the plaintiff from the expense of obtaining an order for taxation of costs to which he was previously entitled.

The general rule is, that an injunction against several persons to stay an action at law will not be dissolved till all have put in their answers, but under certain circumstances the rule will be relaxed.

A petition and a motion in this cause had been heard, and stood over for judgment.

As to the former, it appeared that in January last, the plaintiff had obtained an order of reference to the Master of the answer of two of the defendants for impertinence; and on the 6th February, the Master made his report, stating that the answer was impertinent, but that in his opinion it was not a case for costs, which, therefore, he refused to give. This he did on the supposition that he had a discretionary power to give or refuse costs, which the plaintiff denied, and gave notice of having them taxed in the usual manner. The taxing Master, being of opinion that, according to the practice of the court he was entitled to the costs, taxed them. The defendants, relying on the discretionary power of the Master, presented their petition, and the question being discussed on a former day,

May 2.—The Master of the Rolls.—The Master had no authority to determine the right to costs for impertinence previously to the Orders of the 21st of December, 1833; and by the 22nd of these the plaintiff was entitled to expunge the impertinent matter, and the Master was to be at liberty to tax the costs of the reference, and direct by whom the same should be paid. That order, however, did not do more than relieve the plaintiff from the expense of obtaining an order to which he was before entitled, the Master being thereby enabled to act without an order. Upon reading the affidavit of the defendants, and after communicating with the Master, I have great doubt whether they were misled. It may have been so, and if they think they have grounds for excepting to the report, they must have leave to do so, and the proceedings as to costs must be stayed for that purpose. If not, the petition must be dismissed.

As to the motion, it appeared that the plaintiff had obtained the common order for an injunction to stay proceedings at law in a joint action brought against him by the defendants, who were five partners in trade. Three of them were abroad in Australia, and the other two, who were in this country, having put in their answer to the plaintiff's bill, applied for and obtained the common order *nisi* to dissolve the injunction, unless cause should be shewn to the contrary. The order was somewhat ambiguously expressed, it not clearly stating whether the injunction was sought to be dissolved against all the five defendants, or against the two only who had answered. It was contended, on the part of the plaintiff, that the injunction could not be dissolved till all the defendants had answered, and even if it could, the method of proceeding was not by order *nisi*, but by making a special application in the first instance.

The following cases were cited: *Nanney* v. *Vaughan* (8 Sim. 430); *Brooks* v. *Purton* (1 Y. & C. 274); *Kilby* v. *Stanton* (2 Y. & J. 75); *Joseph* v. *Doubleday* (1 V. & B. 497); *Todd* v. *Dismor* (2 S. & St. 177); *Montague* v. *Hill* (4 Russ. 128); *Imperial Gas Company* v. *Clarke* (1 Y. 580); *St. John* v. *Cargill* (3 Anstr. 933); *Naylor* v. *Middleton* (1 Madd. 131).

Turner and *Lewin*, for the defendants.

James Parker, for the plaintiff.

May 2.—The Master of the Rolls.—The order *nisi* to dissolve is certainly ambiguous, but it must be taken to mean to dissolve the injunction as against the two defendants who obtained it, unless cause be shewn to the contrary. The plaintiff insists that he is not [illegible] cause till the other [illegible] have answered. The general rule is, that injunctions are not to be dissolved before all the defendants have answered, but cases have arisen in which the Court has ordered otherwise, and these cases at the same time shew the proper method of proceeding. [His Lordship here cited and commented on *Joseph* v. *Doubleday*, *Naylor* v. *Middleton*, *Todd* v. *Dismor*, and *The Imperial Gas Company* v. *Clarke*.] These authorities shew that an injunction to restrain an action at law may be dissolved as against some only of several defendants before all have answered; and the manner of proceeding is by order *nisi*. The defendants are, therefore, regular, and are entitled to the undertaking by the plaintiff, to shew cause upon the merits, or to have the injunction dissolved so far as it restrains themselves.

March 11, 12, *and* 13.

Smith v. Lord Effingham and Others.

Warrant of attorney—Judgment—Elegit—Outstanding terms—Ejectment.

A tenant for life of certain lands grants an annuity to B, secured by a warrant of attorney, and afterwards grants annuities and rent-charges, secured by warrants of attorney and demises, to other persons. B's annuity is paid for some time, and then remains unpaid for 18 or 19 years, when the payment ceased. B, subsequent to the grant of the other annuities, sues out an elegit, on which he was unable to succeed in an ejectment against A, because of outstanding terms; two of the other annuitants bring their bills, and succeed in establishing their claims, which, as well as those of the others, B excepted, are provided for; the assignee of B then brings his bill for relief, and an issue is directed.

This was a suit instituted to obtain payment of an annuity; and the bill asked that the plaintiff might be declared first incumbrancer upon certain freeholds at Bixley and Framlingham, in the county of Norfolk, and also an account of what was due on the annuity, the estate sold, and a receiver appointed in another cause discharged, and that the defendants might not be paid any of the rents, &c. The Hon. Francis Wood Primrose being tenant for life of the lands in question (subject to two terms of 500 and 1,000 years, which had been assigned to attend the inheritance), on the 15th Nov. 1817, granted an annuity (in consideration of 2,660*l*.) of 380*l*. to James Dudgeon, for the life of the said Primrose, with a covenant for payment thereof and a warrant of attorney, on which judgment was entered up on the 15th Dec. following. On the 9th Dec. 1818, Primrose, in consideration of 5,000*l*. granted another annuity to one Browne, charged upon the lands, with a power of entry and distress, and a demise for 99 years, if Primrose should so long live, to a trustee for Browne in trust, to secure the annuity. In the year 1840 three other annuities were granted to persons named Pearson, Waite, and Brydges, two of which were secured by warrant of attorney and judgment entered up thereon, and one also by a demise, for a term, of the lands in question. On the 22nd of May, 1821, Primrose demised the lands for a term to Lord Effingham and others, on trust for his creditors. On the 21st Dec. 1820, the last payment to Dudgeon of his annuity was made; and on the 6th Nov. 1821, he sued out an *elegit*, and an action of ejectment was afterwards brought, to which a *nolle prosequi* was entered in 1826. In 1823 a bill was filed by Browne, and in 1829 another by Brydges; and on the 20th July, 1830, a decree was made in both causes, settling the priority of the annuitants, &c. and appointing a receiver. In neither of these suits was Dudgeon made a party, nor was his claim recognised; but on 1st Oct. 1830, a bond of indemnity against his claim was executed between Browne and the trustees of the deed of 22nd May, 1821. On the 20th November, 1838, Dudgeon assigned his annuity to the plaintiff Smith, and on the 7th March, 1839, the present bill was filed. On the part of the plaintiff it was urged that the judgment was a lien from the date of the writ, and not merely from the time the *elegit* was sued out; that Browne had notice of Dudgeon's judgment, because Howard and Gibbs were the solicitors for Primrose in both transactions (being also the trustees of the outstanding terms of 500 and 1,000 years); and that Dudgeon, being unaware of the suits of 1823 and 1829, and not a party thereto, Smith's rights, as the assignee of Dudgeon, were unaffected. Besides, the plaintiffs gave up part of what the bill prayed, and sought not to disturb the priorities as already settled among the other incumbrancers, nor to recover any of the rents and profits already distributed under the decree of 1830. They asked only a moiety of the freeholds, as against the defendants; but as they had a security also on the copyholds belonging to Primrose, they asked to have as against Primrose the surplus, after making up the copyholds sufficient to pay the defendants; and in case of being sent to law, to prevent them setting up the outstanding terms on the Statute of Limitations no bar to the plaintiff's claim. The defendants, on the other hand, contended, *inter alia*, that the judgment of Dudgeon was not a lien, but only the right to acquire a lien by suing out an *elegit* which would not relate back to the judgment; [...] could not be [...], because the transactions, though by the same solicitor, were quite unconnected; that Dudgeon's annuity was usurious; that he had notice of the bill of 1823, for one Alderson, who acted as solicitor for the defendants therein, was solicitor for Dudgeon in the action of ejectment; and that it was on account of the apprehended charge of usury that action was stopped. They pleaded also *laches*, and the Statute of Limitations.

The following cases were cited: *Hargreaves* v. *Rothwell* (1 Kee. 154); *Fuller* v. *Bennett* (2 Hare, 402); *Tunstall* v. *Trappes* (3 Sim. 286); *Morris* v. *Jones* (2 B. & C. 242); *Hiscocks* v. *Kemp* (3 A. & E. 376; 1 Dowl. N. S. 850); *Neate* v. *Duke of Marlborough* (3 Myl. & Cr. 407); *Ramsbottom* v. *Buckhurst* (2 Maule & Selwyn, 565); *Sharp* v. *King* (8 Mees. & Welsb. 379); *Whitworth* v. *Cockayne* (1 Craig & Phillips); *Baker* v. *Haig* (7 Simon); *Aston* v. *Exmouth* (6 Ves.); *Styles* v. *Ashdown* (2 Atkyns, 608); *Curtis* v. *Curtis* (2 Browne, 633); 2 Powell Conv. 607; 2 Sugd. V. & P. 385, 387; Chitty's Forms, 4th ed. 233; 3 Sugd. V. & P. 481; Selwyn's N. P. Elegit; Starkie on Evidence; Adams' Ejectm. 300; &c. &c.

The *Solicitor-General* and *Wilcock*, for the plaintiffs.

Cooper, Kindersley, Tinney, Turner, Cooke, Cory, Lovatt, and *Parry*, for other parties.

Monday, May 6.—The MASTER of the ROLLS, in giving judgment, stated the facts at great length, and observed that the plaintiff only asked to be entitled to a moiety of the lands in priority to the charges of Browne, &c. This was less than was asked for by the bill. The plaintiff might have a right to relief, but he should first establish his claim at law. He would therefore retain the bill for a year, and give him an opportunity to bring an ejectment; and for that purpose he would interfere to prevent the outstanding terms and the Statute of Limitations from being set up no bar, but no more. It was said (his lordship continued) that some inquiry should be made how the claims arose before the plaintiff was entitled to such interference; but there was the judgment on record, and it was referred to in the bond of indemnity. It was impossible to discover why Dudgeon had not been made a party to the suit; and if the defendants have an equitable case, let them adopt proceedings to shew it. The Court, giving credit to the judgment, cannot say the plaintiff has not some claim to the estate. The receiver was not a necessary party, but he might remain. The costs of receiver to the present time must be paid by plaintiff, without prejudice to his being reimbursed, if successful.

Tuesday, March 19.

GOYMOUR *v.* PIGGE.

Construction of will—Life estate or tail—Deed of compromise set aside.

The words, "I give all my messuage, &c. to my daughter M. A. N. for life, and after her decease, to the first child of the body of my said daughter, whether male or female, and to his or her heirs, but if he or she die under twenty-one, and without leaving issue, then to the second, &c., but if my said daughter shall die without leaving issue, or having issue, and such issue shall die under twenty one without leaving issue as aforesaid, then I give &c., to M. A. G. &c.:" giving only a life estate to the daughter.

M. A. N. suffers a recovery, and appoints to her husband, who, after her death without issue, enters into a compromise with the remainder-man under the will, in the presence only of the husband's solicitor, and by his advice the deed is set aside and the remainder-man's claim under the will enforced.

Joshua Nunn, of Hadleigh, in Suffolk, after devising by his will, dated 1st of June, 1787, to his wife Protesio, for life, all that his messuage, malting-offices, and lands, copyhold of the manor of Hadleigh, proceeded: "And after the decease of my wife, I devise the same to my daughter Mary Ann Nunn for life, and after her death, to the first child of the body of his said daughter, whether male or female, and to his or her heirs and assigns for ever; but if such child should die under twenty-one, and without leaving issue of his or her body, then I devise the said estate unto the second child of the body of my said daughter and his or her heirs, &c. and in case, &c. to the third child of the body of my said daughter; and so on to the fourth and fifth, and all and every other, the child and children of the body of my said daughter as before said, regard being had to the priority, &c. and to their several and respective deaths under all and without leaving issue of their bodies; for in case of issue, it is my will that such child shall inherit the said estates; and I give the same to him or her, and his or her heirs accordingly. But in case my said daughter depart this life without leaving of her body, or having issue, and such issue should die under the age of twenty-one years without leaving issue, then I devise the messuage, &c. unto my cousin Mary Ann Goymour for life, and after her death unto Nunn Goymour, her son, and his heirs and assigns." The wife of the testator died in 1801; and his daughter having been married to one Davy, and afterwards to the defendant Mr. Pigge, and having suffered a customary recovery of the property in 1816, and appointed it to her husband, died in 1832 without issue. Mary Ann Goymour and Nunn Goymour died in the lifetime of Mrs. Pigge. The present plaintiff is the nephew and heir-at-law of Nunn Goymour. After the death of Mrs. Pigge, the plaintiff gave notice to the tenants not to pay the rents, and by himself and his solicitors took various steps to ascertain his rights, but they did not obtain such information as justified them to proceed. Mr. Pigge, on being applied to, said his wife had left him the property, she having a right to dispose of it under her father's will; and Messrs. Goodwin and Turnby, who had been Mrs. Pigge's solicitors, replied to the letter of plaintiff's solicitors: "That Goymour had no claim, Mrs. Pigge having suffered a recovery, and having thereby, whether as tenant for life or entail, destroyed the remainders over; and that the devise to Nunn Goymour was too remote, being limited after a general failure of issue." Nothing was done till April 1837, when the plaintiff, who is a poor labourer, went to the defendant's house at Heacham, and asked him for some assistance. The defendant sent him to Lynn, a distance of fourteen miles, and desired him to call on his, the defendant's, solicitor, and stay at the inn till he should see him. This was on Saturday, and on Monday the defendant met the plaintiff at the solicitor's (Mr. Goodwin), read the will, and told the plaintiff he had no claim, but that Mr. Pigge having regard for his wife's relations, would do as he had done in another case pay him the sum of 125*l*. if he would execute a deed of surrender, for if he went to law it would only be putting money in the lawyer's pockets, which he might as well have; and as Mr. Pigge intended to oppose him, he would have no chance. The plaintiff according executed the deed, and received the 125*l*. This deed recited the will incorrectly, calling the limitation over a remainder, and not an executory devise. Some time after, Mr. Pigge, having given 150*l*. to a family called Pittocks, relations of his wife, the plaintiff hearing of it, came to him in 1840, and asked for further assistance, saying, "for you know, Mr. Pigge, you could not have sold the Hadleigh estate without my signature." Soon after the compromise in 1837, the defendant mortgaged the property to a Mr. Veargate, who it was admitted took without notice; and in July 1842 put it up to sale by auction, describing it as worth 63*l*. per annum. Hopes had been held out to the plaintiff of being remembered in his will by Mr. Pigge; but the result was, after further inquiry, a resolution to institute this suit. The bill prayed an account of the rents so far back as the death of Mrs. Pigge, &c. deducting the 125*l*. the payment by the plaintiff of the mortgage debt, &c.; and that the deed of compromise should be set aside, &c. The mortgagee was made a party to the suit.

Kindersley (with him *White*) argued that the word "issue" in the limitation over meant "children," and that therefore Mrs. Pigge only took a life estate; also, that the compromise ought to be set aside, because, upon entering into it, the plaintiff was not upon equal footing with the defendant, and had not proper professional assistance and advice; and for inadequacy of price, &c. He cited 2 Jarm. Pow. Dev. 530, 537, *Ginger dem. White* v. *White* (Willes, 348); *Goodright dem. Docking* v. *Dunham* (Dougl. 264); *Bamfield* v. *Popham* (1 P. Wms. 54); *Doe dem. Syde* v. *Syde* (1 T. R. 596); *Doe dem. Davy* v. *Burnsall* (6 T. R. 30, 1 B. & P. 215); *Doe dem. Gilman* v. *Elvey* (4 East, 313); *Malcolm* v. *Taylor* (2 R. & Myl. 416); *Ellicombe* v. *Gompertz* (3 Myl. & Cr. 127); *Carter* v. *Bentall* (2 Beav. 551); *Wood* v. *Abrey* (3 Mad. 417).

Turner (with him *Chandless*) very ingeniously argued that Mrs. Pigge took an estate tail, either in possession or remainder. His argument amounted to this, that where there is a gift over on a general failure of issue, however particularly the objects of it are previously described, there must be an estate tail. He also argued that the deed of arrangement was a fair compromise of a doubtful right (the plaintiff having full knowledge of his rights, and proper explanations of the will, &c. having been made to him by the solicitor), and should not therefore be disturbed; but if the Court should think otherwise, then he asked to have an issue. They cited the following cases: *Franks* v. *Price* (3 Beav. 182); *Gordon* v. *Gordon* (3 Swanst. 400); *Wood* v. *Abrey* (3 Mad. 417); *Lewis dem. Ormond* v. *Waters* (6 East, 336); *Allman* v. *Fryer* (1 Ad. & Ell. N. S. 289); *Esdaile* v. *Gall* (1 Russ. & Myln. 540); *Parr* v. *Swindels* (4 Russ. 283); *Nichol* v. *Nichol* (2 W. Blackst 1159); *Vanderplank* v. *King* (7 Jurist, 549); *Tarbuck* v. *Tarbuck* (MS. 2 Jarm. 375); *Hutchinson* v. *Strahan* (2 Kee. 240).

Rogers, for Veargate, the mortgagee, asked to be dismissed with costs, the plaintiff not having offered to redeem him.

The MASTER of the ROLLS.—The plaintiff, as heir of the devisee in remainder of the will, has a plausible claim; and if Mrs. Pigge took no estate tail he is entitled; but if she did, he is barred by her recovery. Mrs. Pigge having enjoyed the property till her death in 1832, the defendant then entered into possession. Very soon after, the plaintiff had some suspicions of his rights, for inquiries were made, and notice given to the occupying tenants not to pay the rents, &c.; but the attempt to ascertain his interest was not successful. [Here his Lordship stated the facts down to the compromise.] A compromise of a doubtful right on equal terms would not be disturbed, but here the parties were not upon equal terms. The construction of the will was difficult; the plaintiff, a poor labourer, away from his own connexions, and introduced to the defendant's attorney. The defendant's statement is, that the attorney read the will to the plaintiff, and explained its difficulties; but it could not have been explained satisfactorily to the mind of the plaintiff, nor could he have understood whether it was to his advantage to accept the proposal or proceed to establish his right. The attorney signified his impressions that plaintiff could not recover, that defendant had a kind feeling to his wife's relatives, and would remember them in his will. The attorney placed himself in a situation wherein it was almost impossible for him to walk uprightly in a conflict between the interests of his old client and this poor labouring man. It was not the

way the transaction ought to have been conducted; one party knew all the circumstances, the other was without any advice other than that of the person with whom he was bargaining. There was not any intention to practise a deliberate fraud, but the parties were on very unequal terms; the arrangement, therefore must not stand. The decision of the question, as to the right to the estate, remains, and if I can, I will decide it without sending it to law. The mortgagee must be dismissed.

Monday, May 6.—His Lordship, this morning, after stating the provisions of the will, said, there was a clear intention to give to Mary Ann Nunn a life estate, and the question was, whether that was enlarged into an estate tail by the subsequent words. His Lordship was of opinion that it was not, that "issue," meant children, and that there was no estate tail, therefore, by implication, and consequently, that the plaintiff was entitled under the devise over. He said, that as the plaintiff had not offered to redeem the mortgagee, he was entitled to have the bill dismissed as against him with costs, unless the plaintiff should undertake to redeem whether he succeeded in his claim over against Mr. Pigge or not.

Saturday, April 27.
KINSHILA *v.* LEE.

In an administration suit by a party calling himself next of kin of the deceased, if the defendant absolutely denies his title as next of kin, a preliminary inquiry as to that point will not be granted.

This was an administration suit instituted by the plaintiff, who claimed to be the next of kin of the deceased. The defendant, however, by his answer positively denied the plaintiff's title as such, and, in fact, insisted that he was not the next of kin. Under these circumstances,

Harrison moved for a preliminary inquiry as to the next of kin.

Toller, contrà.

The MASTER of the ROLLS refused the motion, as the defendant denied the plaintiff's title.

Wednesday, May 1.
BATHER *v.* KEARSLEY.

Misjoinder of co-plaintiffs—Application by one plaintiff to strike out the name of another as plaintiff, and to make him a defendant, on the ground of his acquiescence in a breach of trust by the original defendants.

This was a suit instituted by Thomas Bather and Mary his wife, and Thomas Bather an infant, against the defendants, for a breach of trust. Kearsley, one of the defendants, was the surviving trustee under the will of Mrs. Bather's father, by which certain property was bequeathed to the trustees in trust for the children of the testator, &c. Kearsley became bankrupt; and it being discovered, after the suit was instituted, that Thomas Bather had acted in the trusts of the will, and acquiesced in the accounts, Mrs. Bather now applied to amend the bill by striking out the name of her husband as co-plaintiff, and making him a defendant. The grounds of her doing so were, that he being interested in remainder in the trust property, had acquiesced in a breach of trust committed, by selling certain cotton factories, part of the trust property, to the testator's son, who had become bankrupt, for 27,000*l.* contrary to the trusts of the will, and allowing the money to remain on mortgage thereof, and advancing a further sum of 5,000*l.* on the security of the same premises. Another object of the motion was, to vary a former order, directing deeds, &c. to be brought into the Master's office, which had been before ordered to be delivered to the receiver, and that three weeks from the production of the deeds in the Master's office might be allowed for amending the bill. This was changed into three weeks from the present time. It was sought also to limit the amount of the receiver's security to the interest only of the principal money secured on the mortgage. It was contended that full justice might be done at the hearing, without making the amendment sought; and that the answer by the defendant would in a great measure be useless, and that they would lose all benefit of relief against Thomas Bather, or be driven to file a cross bill, that the costs of the motion would not be sufficient to compensate them, and that full justice to all parties could be done at the hearing. The following cases were cited: *Aylwin* v. *Bray* (2 Y. & J. 518); *Small* v. *Attwood* (Ibid. 512); *Attorney-General* v. *Cooper* (3 Myl. & Car. 261); *Brown* v. *Sawer* (3 Beav. 598); *Lambert* v. *Hutchinson* (1 Beav. 277); *Holkirk* v. *Holkirk* (4 Mad. 50).

Turner and *Bailey*, for the motion.

Palmer and *Rolt*, contrà.

The MASTER of the ROLLS.—No doubt there are cases where the Court may make a decree at the hearing, though there be a misjoinder of parties; but where the misjoinder appears at an early stage of the suit, and one plaintiff cannot get relief because, from something discovered since the institution of the suit, his co-plaintiff ought to have been made a defendant, the question is, whether, because the defendant may sustain some injury, the plaintiff is to be deprived of his right to have justice done him. Of course the defendant must be put to the least possible inconvenience in the matter; but even if it should turn out that a cross-bill should be necessary, the chance of that is a less evil than the chance of doing injustice to Mrs. Bather at the hearing.

Let there be leave to amend as desired, the defendants to have the costs of the motion, and reserve the costs of the misjoinder of plaintiffs.

As to the receiver, there can be no difficulty; the money may be paid into court at once, not through the receiver.

Friday, May 3.
PEERS *v.* LAMBERT.

Specific performance—Construction of conditions of sale—Exceptions to Master's report.

The words "a capital wharf, with a jetty, &c." in conditions of sale, mean that the jetty is an essential part, and not merely an incident of the property so put up to sale.

This suit was instituted by the plaintiff for the specific performance by the defendant of a contract for the purchase of certain copyhold property, called Ashton's Wharf, situated on the River Thames, near Blackwall. By the conditions of sale, it was described thus—"A capital wharf, with a jetty; a counting-house; extensive warehouses, with floors, cock-lofts, and a superior rigging-house. This property is copyhold of the manor of Stepney, or Stebonhurst." The title being objected to, a reference to the Master was ordered by a former decree of the Court; and on the 28th of March last, the Master, by his report, found that a good title had been made to the wharf, &c.; but that a good title had not been made to the jetty, that being erected by the permission only of the conservators of the Thames; and therefore that a good title was not made out to the *whole* property comprised in the description, the term copyhold applying therein to the jetty, as well as the wharf, &c. To this finding, exceptions were taken by the plaintiff; and the question now came before the Court on further directions. It was insisted, on the one hand, that the conditions should not be treated as applying the term "copyhold" to the wharf and jetty, but only to the wharf, and that the jetty was only an incident thereto; and that the Master misunderstood the language of the condition. On the other hand, it was contended that the description did apply to both, and that a title, therefore, could not be made.

Turner and *Bailey*, for the plaintiff.

Kindersley, for the defendant.

The MASTER of the ROLLS.—It strikes me that the jetty is essential to the use of the wharf, and that the description must mean a wharf with a *right* to have a jetty, and not merely having a jetty at the *will* of the conservators of the river. A jetty is merely by the sufferance of the conservators; but, as the words stand here, it is a wharf *with* a jetty, and how can that be other than the *right* to have a jetty? I incline to agree with the Master, that the jetty is described as part of the copyhold. The exceptions, therefore, must be overruled; and the title to the whole property not being shewn, let the bill be dismissed, with costs.

Tuesday, May 7.
Re JERVIS.

Petition to confirm the Master's report as to the taxation of a bill of costs of a solicitor. Motion to discharge the order for taxation, on the ground of its being obtained irregularly, and by misrepresentation. A solicitor in prison is prohibited from practising under the 31st section of the new Solicitors Act. Jurisdiction of courts of common law and equity different.

The Hon. and Rev. Augustus Cavendish, the petitioner, being in custody in the Queen's Bench prison on a writ of *ne exeat regno*, issued out of Chancery in a cause, *Richardson* v. *Cavendish*, respecting certain trust funds, amounting to 35,000*l.* in September last applied to Henry Zacharia Jervis, a solicitor, then also in the same prison for debt, to assist him in making out accounts, &c. in the matter of the trust, and Jervis agreed to do so. Papers and correspondence were put into his hands, and the sum of 25*l.* was given him. Some time after, Cavendish being in expectation of a satisfactory arrangement, and of his consequent liberation, asked for the papers, &c. which Jervis refused to give up, on the ground of not being sufficiently remunerated. Application was then made for a summons to the prisoner to shew cause why the papers should not be delivered; and on his being brought up before Mr. Justice Patteson, on *habeas corpus*, the summons was dismissed, on the ground of want of jurisdiction, inasmuch as he had not acted so as to bring him within the provisions of the Act. An order, of course, was then obtained at the Rolls by Mr. Cavendish, to tax Jervis's bill, which had been sent (amounting to 40*l.* besides the 25*l.* already paid), and Jervis was served with a warrant to tax, to which he sent in a protest, which the taxing Master entered. A second warrant was then taken out, against which he also protested, but inasmuch as he had taken no step since the first protest to set aside the order, the bill was taxed at twenty guineas, leaving four guineas and costs of taxation due to Cavendish. The motion to discharge the order now came on with the petition to confirm the report. Jervis alleged that he informed Cavendish that he had not, "since his incarceration" in January 1843, acted as solicitor, and that he could only give him assistance as any ordinary person would do; and that he had done nothing but make up accounts. On the contrary, it was sworn that he advised Cavendish to file a cross bill; and that he got the 25*l.* to fee counsel, and even mentioned several names of gentlemen retained and consulted. The petitioner having caused inquiries to be made, found that he had never applied to the gentlemen in question, nor taken any step; he also found that Jervis had taken out his certificate on the 28th of December, 1842.

Turner and *Terrill*, for Jervis.

Kindersley, for the petitioner.

The MASTER of the ROLLS.—The jurisdiction of the common law courts and this court is very different. Jervis, I admit, did not act so as to bring himself within the jurisdiction of the courts of common law, under the 6 & 7 Vict. c. 73, s. 31, but there can be no doubt, if he had confined himself to making out accounts it might be different, but he prepared a bill and did other acts with the object of carrying on proceedings. He might be subjected to a very different process from this court. I refuse the motion with costs, and grant the prayer of the petition.

BARWELL *v.* BROOKS, *re* CATTLIN.

A petition to tax a bill of costs presented within a few days of the end of the year after payment, unless it makes out a substantial case, will not be allowed to stand over with liberty to amend to a day after the expiration of the year.

Kindersley asked that the petition of Thomas Magnus Cattlin, to tax the bill of his late solicitor, presented on the 11th of April last, might stand over with liberty to amend.

Turner (with him *Shebbeare*), said that the petition, as it stood, made out no case; and as the bill had been paid on the 15th of April, 1843, if permission were given to amend, it would be extending the period allowed by the new Act beyond the year. If there was any negligence in conducting the matter, the petitioner would suffer no harm, for he had his remedy over against the present solicitor.

The MASTER of the ROLLS.—I do not desire to shift the liability from one party to another. Amendments are generally allowed, but a party cannot be permitted, within the time, to present a piece of paper as a petition, and afterwards fill it up at his convenience. That would be to enlarge the time allowed by the 6 & 7 Vict. c. 73, s. 31. If I do not mention it again, the application may be considered refused.

Wednesday, May 8.—His lordship said he remained of the same opinion.

Wednesday, May 8.
SAYER *v.* WAGSTAFFE, *re* SANDERS.

Appeal from an order does not stay execution thereof unless cause be shewn.

Cooper (with him *Moore*) said this was a motion to suspend taxation of Mr. Sanders's bill of costs pending the appeal now before the Chancellor. On the 6th inst. they had been served with notice that it was intended to proceed on the warrant, which, in fact, was taken out yesterday. The case of the *Corporation of Gloucester* v. *Wood*, in which security was given for payment of the fund, afforded some analogy to this case.

Kindersley, contrà.

The MASTER of the ROLLS.—If I were the respondent I would consent; but an appeal from an order does not stay execution thereof unless cause be shewn.

LEWIS *v.* SMITH.

An injunction against several defendants (plaintiffs at law) will not be dissolved against two, who merely disclose their inability to make the discovery sought, and refer to the others for the required information. The better course of proceeding would be by demurrer.

The defendants in this case amounted to ten, of whom five, called Smith, were in partnership in Sydney, in Australia, ... partnership in Liverpool. The other defendants and the plaintiffs were owners of a ship called the *Strathedan*. Three of the other five defendants were in partnership, and were the ship's husbands. Consignments were in the habit of being made by the latter to Smith and Co. in Sydney, and Smith and Co. of Liverpool, used to make advances on their bills of lading. In March 1841 the *Strathedan* sailed to Sydney with a general cargo, and certain repairs being necessary on her arriving there, disbursements were made by Smith and Co. and charged to the account of the ship's husbands. Subsequently they failed, and Smith and Co. brought their action against the owners of the ship for the amount of their disbursements. A bill was filed, and an injunction obtained to restrain them from proceeding therein; and William and Alexander Smith having answered, moved on a former day to dissolve the injunction as against themselves, or that the plaintiff should be put upon an undertaking to shew cause

upon the merits. This, accordingly, they undertook, and

Kindersley (with him *G. Parker*) said they had no grounds to go upon, the defendants having, in their answer, professed their ignorance of the matters in question, and having referred to the other defendants in Sydney. The other answers, therefore, must come in, before they could shew cause on the merits.

Turner and *Lewin*, contrà.—It was a mere account of money or repairs of a vessel, and therefore a fit question only for a court of law. That there was no account between the ship's husbands and Smith and Co. of Sydney, who were only the agents of Smith and Co. of Liverpool, and, therefore, no privity; and that there was no equity to a third party arising out of matters between two other parties.

The MASTER of the ROLLS.—The defendants have adopted an unusual course, but right on the authorities. It is said there is no equity at all; but it is one thing to argue the question upon a *demurrer*, and another to shew cause upon an answer. The defendants not demurring (as would have been, perhaps, a better course), and not being in possession of the facts, which the plaintiffs should know before they are in a condition to shew cause, let this stand over till the other answers come in. It is not easy to discover the rule, but I would have dissolved as against these defendants, had their answers contained matter sufficient.

Thursday, May 9.

STURGE *v.* DIMSDALE.

Quære, whether a portion of the proceeds of real estate, directed to be sold, which results to the heir, is liable to duty.

This was an application, by *Craig*, for payment of money out of court; and incidentally a question arose, whether a sum of money, the proceeds of real estate, which resulted to the heir at law, was liable to duty.

Piggott argued that it was.

The MASTER of the ROLLS directed it to stand over, with liberty to amend, and that a communication should be made to the Commissioners of Stamps, to take such steps as they might think fit.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Friday, March 29.

BAGGETT *v.* MEUX.

Feme Covert—Separate use—Restraint against anticipation—Construction of will—Costs.

A testator devised to his daughter certain freehold estates, to hold to her and her heirs for ever, and declared that she should not sell, charge, mortgage, or incumber the same, and that she should have, receive, and take such premises for her own sole and separate use, benefit, and disposal, and have the sole management thereof independent of her husband, and that the same, or the rents and produce thereof, should not be subject or liable to the debts, control, or intermeddling of her husband, and that her receipt alone should be a sufficient discharge for the said rents, &c., and that the said estates should go to such persons as she should by her will direct. The estates in question were subject to a lease for a period almost expired, at a rent of 60l. After the testator's death, the daughter and her husband, by an indenture of lease, duly acknowledged by the wife, demised the estates to a trustee for thirty-one years, upon trust, nevertheless, for the husband, paying to the husband and wife and the survivor of them, and the heirs and assigns of the wife, the annual rent of 60l. The deeds were immediately afterwards deposited to secure a sum borrowed by the husband. Held, that the lease made by the daughter and her husband was invalid, and it was ordered to be given up, and the term created by it assigned to attend the inheritance.

Where a person had permitted his name to be used as a trustee, for the purpose of obtaining a lease, from a married woman in favour of her husband, of property which she was restrained from anticipating, he was not allowed his costs in a suit instituted for the purpose of setting aside the lease.

John Warren, by his will dated the 1st of September 1828, gave and devised unto his daughter, Alice Bag-[illegible] the younger, his freehold estate in Great Windmill-street, in the parish of St. James, with the appurtenances, consisting of the premises called the Bull-yard, and several houses, one of which was the Bull public-house, to hold the same unto his said daughter, Alice Baggett, and her heirs for ever. And after making certain other dispositions in favour of his other daughters, he declared that neither of his said daughters should sell, charge, mortgage, or incumber the estates or property by him given, devised, and bequeathed to them; and that his daughters should have, receive, and take such estates and property, each of them for their own sole and separate and respective use and benefit and disposal, and have the sole management thereof independent of their husbands for the time being; and the same or any part thereof, or the rents, dividends, or yearly produce thereof or any part thereof, should not be subject or liable to the debts, control, or intermeddling of their husbands for the time being, and that the respective receipts of his said daughters alone, signed by them with their hands from time to time, should be a sufficient discharge for the said rents, dividends, and interest, or yearly produce and moneys thereby given, devised, and bequeathed to them respectively, to the parties paying the same; and that the said estates or property should go to such child or children, or other person or persons, in such share or shares or manner, as his said daughters should, by their respective last wills and testaments, to be executed in the presence of two or more credible witnesses, give, order, direct, or appoint the same. And the testator thereby appointed William Baggett the elder and George Baggett, executors of his will. The testator died on the 1st of September, 1828. The "Bull" public-house was subject to a lease, granted by the testator, by indenture dated the 19th January, 1816, to Joseph Goding, for thirty-one years, commencing at Lady-day 1816, at the annual rent of 60l. By various mesne assignments, and by an indenture dated the 10th of June, 1840, these premises became vested in William John Baggett for the residue of the said term of thirty-one years. By an indenture dated the 11th of June, 1840, and made between William John Baggett and his wife of the first part, John Evans of the second part, and William John Baggett of the third part, the said premises, called the "Bull" public-house, with the appurtenances, were granted, bargained, demised, and leased by the said William John Baggett and his wife, to the said John Evans, his executors, administrators, and assigns, in trust nevertheless for William John Baggett, his executors, administrators, and assigns, from Midsummer-day then next ensuing, for the term of thirty-one years, yielding and paying therefore yearly and every year, during the said term, unto William John Baggett and his wife, and the survivor of them, and the heirs and assigns of the wife, the clear yearly rent of 60l. on the usual quarter-days. This indenture was duly acknowledged by Mrs. Baggett before a Master in Chancery. It appeared that the lease was executed for the purpose of obtaining a loan of 600l., and accordingly Messrs. Meux and Co. on the 16th of June, 1840, advanced that sum to Baggett, upon having the lease of the 19th of January, 1816, and the assignments thereof, and the lease of the 11th of June, 1840, deposited with them, accompanied by a written memorandum, signed by Baggett, by which he engaged to execute an underlease by way of mortgage, when required, and it was declared that Messrs. Meux and Co. should have a lien on the deeds deposited for the 600l. and interest thereon. Shortly after the month of June, 1840, William John Baggett took the benefit of the Insolvent Debtors Act, and in October 1841, Baggett and the plaintiff sub-let the premises for three years at the yearly rent of 90l. This bill was filed by Mrs. Baggett, for the purpose of setting aside the lease of the 11th of June, 1840.

Swanston and *Bush*, for the plaintiff, cited *Bennett* v. *Davis* (2 P. Wms. 316); *Morgan* v. *Morgan* (5 Mad 408); *Tullett* v. *Armstrong* (1 M. & Craig. 390); *Moore* v. *Moore* (5 Jurist, 139), *Jackson* v. *Hobhouse* (2 Mer. 483); and *Brown* v. *Bamford* (11 Sim. 127).

Russell and *Freeling*, for the defendants, Messrs. Meux and Co. cited *Ellis* v. *Barrymore* (8 Sim. 1); and *Bradley* v. *Peixoto* (3 Ves. 324).

Clarke, H. for the defendant Evans.

Grove, for the defendant Baggett.

The VICE-CHANCELLOR.—The main question for decision in this case is, whether according to the true construction of the will, the lease of June 1840 is sustainable against the plaintiff. It appears from the will that all the testator's daughters, including the plaintiff, were under coverture at the time it was made, and that the plaintiff was then the wife of her present husband. The counsel for Messrs. Meux and Co. have argued, that had the will ended with the words prohibiting the daughters to sell, mortgage, charge, or incumber the estates devised to them, the prohibition would have been void as to the property in question in this suit. That is so: the plaintiff would not then have had it to her separate use; but they have also contended that the prohibition is unavailing as the will stands, on the ground that the words have no substantial connection with the pro-[illegible] following them [illegible] which the daughters' interests are declared to be independent of their husbands; and they have also argued that such a clause is, as to the plaintiff, inconsistent with the absolute gift made to her by the will of the property in question, and not more effectual in her case than it would be had the devisee been a man or unmarried. To these arguments I cannot accede. The prohibition against selling, &c. is immediately followed by a provision forming, in truth, part of the same sentence or clause with the prohibition, and declaring that the daughters should take such estates and property each of them for their own separate use, &c. independent of their husbands. I do not perceive any sufficient reason for not construing these two unseparated parts of the same sentence or clause in association or connection together. But it is, as I have said, contended that the prohibition is void or ineffectual, on the ground of her absolute interest in it. A distinction being argued to exist between such a case and the case of a mere life annuity or life interest, it must be remembered that, in the language used by Lord Eldon, in *Jackson* v. *Hobhouse*, a *feme covert*, having power to alien, is a mere creature of equity to the extent to which the settlement constitutes her a *feme sole* and no further; and that Lord Cottenham, in *Tullett* v. *Armstrong*, says (p. 393), "When once it was established that the separate estate of a married woman was to be so far enjoyed by her as a *feme sole* as to bring with it all the incidents of property, and that she might therefore dispose of it as a *feme sole* might do, it was found that to secure to her the desired protection against the marital rights, it was necessary to qualify and fetter the gift of the separate estate by prohibiting anticipation. The power to do this was established by authority not now to be questioned, but which could only have been founded upon the power of this Court to model and qualify an interest in property which it had itself created, without regard to those rules which the law has established for regulating the enjoyment of property in other cases. If any rule were, therefore, now to be adopted, by which the separate estate, should in any cases be divested of the protection of the clause against anticipation, it would, in such cases, defeat the object of the power so assumed. A *feme covert*, with separate estate not protected by a clause against anticipation, is in most cases in a less secure situation than if the property had been held for her simply upon trust. In the latter case, this Court, with the assistance of her trustees, can effectually protect her: in the other, her sole dependence must be upon her husband not exercising that influence or control, which, if exercised, would in all probability procure the destruction of her separate estate. In the case of a gift of separate estate, with a clause against anticipation, the author of the gift supposes that he has effectually protected the wife against such influence or control. Upon what principle can it be that this Court should subject her to it, and by so doing defeat his purpose, and completely alter the character and security of his gift? The separate estate and the prohibition of anticipation are equally creatures of equity, and equally inconsistent with the ordinary rules of property. The one is only a restriction and qualification of the other. The two must stand or fall together. Indeed, I do not find any allusion in any case to the possibility of the one surviving the other, until after the discussion, as to the continuing of the separate estate through a subsequent coverture had commenced. In the consideration of the cases upon which I am about to enter, I shall assume that there is no ground whatever for the attempt which has been made in argument to separate the two. Every authority, therefore, which bears upon the one will bear equally upon the other." Again, in the same case (p. 405), Lord Cottenham says, "When this court first established the separate estate, it violated the laws of property as between husband and wife, but it was thought beneficial, and it prevailed. It being once settled that a wife might enjoy separate estate as a *feme sole*, the laws of property attached to this new estate, and it was found, as part of such law, that the power of alienation belonged to the wife, and was destructive of the security intended for it. Equity again interfered, and, by another violation of the laws of property, supported the validity of the prohibition against alienation." Now, it being clear that, with respect to a life interest given to a married woman for her separate use, she may be effectually restrained from doing, during her coverture, any act of alienation, total or partial, without any clause of forfeiture, and without any limitation over taking effect on such an act, I am at a loss to discover any sufficient reason why that which holds good as to a life interest should not equally hold good as to an absolute estate. Why should there be any difference? That during the existence of a life estate in land, the reversion or remainder in fee expectant on it should be so altered or limited as to be for the whole period in contingency, is neither illegal nor unusual. Many cases suggest themselves, in which, during the continuance of a tenancy for life, the inheritance is substantially incapable of being dealt with. It may be said that there is no reversion or remainder in the present instance; still considering what these rules are which all the counsel in this cause properly join in admitting as established with regard to the rights and powers of women with respect to their property, there is not, I think, any thing more anomalous than those rules, or more at variance with general principles than those rules are. Not entirely consistent with general principles is it to hold, as I do hold, that real estate may be well devised to a married woman in fee simple for her separate use, but in such a manner as to disable her, during her coverture, from selling, mortgaging, or incumbering her interest in it by any act *inter vivos*; or at least, from making any sale, mortgage, or incumbrance, to take effect against it during her life, or during her coverture. *That*, in my opinion, is the case here. The clause enabling the plaintiff expressly to make a will (which by the way is not without operation, and may enable her to affect the legal estate, and in 1828, when her father's will was made, the mention of two witnesses was not material) does not, I think, make any difference for the present purpose. Subject or not subject to the lease in

question, the property is devisable by her; and if she shall become a widow, it will then become absolutely at her disposal *inter vivos*, or by devise. I think that it has not hitherto been at her disposal *inter vivos*. Is then the title alleged against the plaintiff by Messrs. Meux and Co. claiming through her husband under the deed of the 11th of June, 1840, a title founded on a sale, mortgage, charge, or incumbrance by her? I think it was. Substantially the sole view and single object of the transaction was to create a security to Messrs. Meux and Co. for money lent or to be lent by them. The dates of the several instruments of June 1840, the pleadings and the evidence, plainly shew it. But without resting exclusively upon the pleadings and evidence, must not the lease of itself, however intended, be considered as coming within the prohibition? Besides the manifest inadequacy of the rent, there are in the lease stipulations between the husband and wife as to matters which are usually subjects of a lessee's covenant, but Evans does not enter into any covenant whatever. Must not such a lease as this, under the circumstances belonging to it, whether those circumstances are considered as including or not including the act or intention of making it a security to Meux and Co. be considered according to a just and rational interpretation of the testator's words applied to such a subject, if not a sale or charge, at least as an incumbrance. Upon reflection I do not doubt it; and I must declare the deed void in equity against the plaintiff, and direct it to be delivered up, and the term demised by it to be assigned to a trustee for the purpose of protecting the freehold and inheritance. The husband must be made liable to the plaintiff's costs to this time. As between the plaintiff and Evans there can be no costs to this time. As between Meux and Co. and the plaintiff, they must pay her the general costs of the suit to this time, except so far as those costs have been increased by the allegations and charges which she has made of ignorance on her part, and of deception and contrivance against her; so far as the costs have been increased by such means, they are to receive them from the plaintiff; that is, of course, from her next friend.

H. Clarke asked that Evans's costs should be paid by the plaintiff, and that she should have them over, but

The VICE-CHANCELLOR thought that he was fixed with notice of her title, and that he should have been more careful in meddling with a married woman's property, and in helping her husband to take it from her.

Tuesday, May 3.

MULLEN *v.* BOWMAN.

Construction of will—Right of executors to undisposed of residue previous to the 1 Wm. 4, c. 40

J. B. by will, dated in 1823, bequeathed all his personal estate (his leasehold premises excepted) to A, B, and C, upon trust, to convert the same into money, and apply the net proceeds thereof towards payment of his debts, &c. but his wearing apparel to be given as they might think fit. He also gave to A, B, and C, all his freehold, leasehold, and other estates, upon trust, during the lives of his sisters and their husbands, out of the annual rents, to pay his debts, &c. and to support his said sisters and their husbands, and B and C, in such manner and proportions as his said trustees should think fit, and after the decease of the said sisters and their husbands, and the longest liver of them, upon trust, to sell the said estates, and out of the moneys arising thereby, after payment of his just debts, &c. to divide the residue into five equal shares, two of which were to be paid to B & C; and he appointed A, B, and C executors of his will, and directed that they should reimburse themselves all costs, &c. arising in the execution of the will. A portion of the residue being undisposed of, it was held that A, B, and C did not take it beneficially.

John Bowman, of Carlisle, in the county of Cumberland, by his will, dated the 2nd of April, 1823, bequeathed all his goods, chattels, and personal estate (his leasehold houses and premises excepted), unto his cousin, John Bowman, and his sisters, Dinah Bowman and Ann Bowman, upon trust, to convert the same into money, and apply the net proceeds thereof towards payment of his debts and funeral and testamentary expenses, but his wearing apparel to be given away to whom they might think fit. And he gave, devised, and bequeathed unto John Bowman, Dinah Bowman, and Ann Bowman, all his freehold, leasehold, and other houses, buildings, and premises in the city of Carlisle aforesaid or elsewhere, to hold to them, their heirs, executors, administrators, and assigns, for all his estates, terms, and interests therein respectively, nevertheless, upon the trusts, and for the intents and purposes thereinafter expressed and declared, of and concerning the same, that is to say, in trust during the lives of his sisters, Margaret Stephens, Elizabeth Mullen, and Mary Mathison, and the life of the longest liver of them, and also during the lives of their respective husbands, by and out of the annual rents, issues, and profits thereof, to pay off and satisfy all his just debts and funeral and testamentary expenses, and maintain and support his said sisters, Margaret, Elizabeth, and Mary, and each of them, and the respective husbands of the said Margaret and Mary, and also his nephew Thomas, son of his late brother, Robert Bowman, and who was then a minor, and his said sisters, Dinah and Ann, in such manner and proportions as his said trustees should in their discretion think fit; and after the decease of the said Margaret, Elizabeth, and Mary, and the husbands of Margaret and Mary, and the longest liver of them, upon trust, to sell and dispose of all his said freehold and leasehold houses and buildings and other premises; and out of the moneys arising by such sale or sales, in the first place, after paying off his just debts, if any were then remaining unpaid, to defray all charges and expenses attending the same sale or sales, and divide the net residue or overplus of the said moneys into five equal shares, one to be paid and divided among the children of Margaret, one other among the children of Elizabeth Mullen, one other among the children of his sister Mary, and the remaining two equally between his sisters Dinah and Ann; and the testator directed that the receipts of his trustees should be sufficient discharges to purchasers; and he appointed John Bowman, Dinah Bowman, and Ann Bowman executors of his will, and declared that his said executors and trustees might retain to and reimburse themselves all their costs, charges, damages, and expenses, which should or might from time to time arise or be occasioned by the due execution of the trusts in them reposed. The testator died in the year 1823, and the will was proved by all the executors on the 6th of January, 1825. In 1843 a contingent reversionary interest to which the testator was entitled fell in, and this bill was filed by the parties beneficially entitled under the will to take the opinion of the Court whether the interest was included in the trusts of the testator's will, or passed to the executors as residue undisposed of. To this bill a *demurrer* was filed.

Bacon and *Lees*, for the demurrer, cited *King* v. *Denison* (1 Ves. & Bea. 260); *Pratt* v. *Sladden* (14 Ves. 193); *Dawson* v. *Clark* (15 Ves. 409, 18 Ves. 247); *Robinson* v. *Taylor* (2 Bro. C.C. 589), and *Southouse* v. *Bate* (2 Ves. & Bea. 396.)

Russell and *Speed*, for the bill, cited *Dean* v. *Dalton* (2 Bro. C.C. 634), *Milnes* v. *Slater* (8 Ves. 295); and *Elcocke* v. *Rudin* (1 Sim. 79).

Bacon, in reply.

The VICE-CHANCELLOR.—In this case, which it is agreed on both sides must be considered independently of Sir E. Sugden's Act, the only question which has been argued, and the only question for me to decide is, whether upon the will of the testator an intention appears that John Bowman, Dinah Bowman, and Ann Bowman should not take the clear residue of his estate beneficially. [His Honour then stated the will.] I have asked whether there is any case, in which, where, without any words of charge, the gross residue of the personal estate is given to persons upon trust to pay debts, and funeral and testamentary expenses, and the same persons are appointed executors, it has been held that these persons take beneficially. I do not know of any such case, nor does such a case appear to be remembered by the Bar. Considering that circumstance, and the language of Lord Eldon in *Dawson* v. *Clarke*, and *King* v. *Denison*, and considering the whole language of this will, I think there is an intention manifested in this will, that John Bowman, Dinah Bowman, and Ann Bowman should not take the residue beneficially. The demurrer must therefore be overruled.

Wednesday, May 8.

ST. KATHERINE DOCKS COMPANY *v.* MANTZGUE.

Practice—Common injunction—Exceptions to answer for impertinence.

Where the common injunction for want of an answer had been obtained, and upon the filing of the answer, exceptions had been taken for impertinence, and an order nisi for dissolving the injunction had been obtained, the exceptions were not considered sufficient cause for not dissolving the injunction.

In this case, the common injunction for want of an answer having been obtained, the defendant, on the 25th of February last, put in his answer. To this answer the plaintiffs, on the 6th of March, filed exceptions for impertinence, alleging 340 causes of exceptions, twenty-seven of which had been got through before the Master. An order *nisi* for dissolving the injunction having been obtained.

Russell and *Hargrave* now shewed, as cause against dissolving the injunction, that the exceptions had not been disposed of.

Wigram and *Hardy*, for the defendant.

The cases of *Fisher* v. *Bayley* (12 Ves. 18), and *Dyer* v. *Dyer* (1 Mer. 414), and the 4th and 5th Orders of April 1828, were cited.

The VICE-CHANCELLOR thought the objection was applicable equally, if at all, to the order *nisi* as to the making that order absolute, and therefore disallowed the cause shewn. His Honour considered that it was a distinct question whether the case should stand over with liberty for the plaintiffs to give notice to discharge the order *nisi*; and that if the plaintiffs should hereafter think fit to give such notice, they would be at liberty to do so. He, however, upon the present state of the case, disallowed the cause and dissolved the injunction.

Common Law Courts.

COURT OF QUEEN'S BENCH.

REG. *v.* THE GRAND JUNCTION RAILWAY COMPANY.

Rating of railways—The decision in Reg. v. The South-Western Railway confirmed.

A railway company, who were themselves carriers, and received toll from other carriers who used their line, were rated to the poor at the sum which a tenant would pay as rent, calculated upon the profits of the railway, inclusive of the tolls paid by the other carriers, after making the usual deductions for expenses, &c. and for a reserved fund, but without making any allowance for the possible good will. Held, that the assessment was rightly made.

This was an an appeal against a poor-rate by the Grand Junction Railway Company, which had been confirmed by the sessions, subject to the opinion of this Court.

The case found that the Grand Junction Railway Company carried on the business of carriers on their own line: that the public had also the right of carrying on the business of carriers on that line, and that several other companies actually did do so, some using their own stations, engines, and carriages; and others using the stations and engines of the company, but their own carriages, subject only to certain tolls payable to the Grand Junction Railway Company. That the company had the right of imposing certain tolls on all carriers using their railway, not exceeding a given *maximum*, and that they were obliged to put up a table of tolls, and to keep a book, to which the overseers had a right of access, containing an account of the tolls paid by other carriers, and also an account of those which would be payable by themselves, if they were not the owners of the railway. The respondent had assessed the appellants to the poor-rate, upon the amount which a tenant might be supposed to pay for the rent of the railway, so increased by the use which was made of it by other companies as carriers, calculated upon the gross receipts of the company, after making the necessary deductions for the expenses of the railway, &c. and for a reserved fund, but without making any allowance for any possible good will.

The question was, whether this assessment was upon the right principle, and this involved the consideration of the correctness of the decision of this Court in *R.* v. *The South-Western Railway Company*.

The case was twice argued—first, in Michaelmas Term last, by *Kelly*, Q.C. and *Smirke*, for the respondents, and by *Follett*, S.G. for the appellants, the Railway Company; and afterwards in Hilary Term last, on a *concilium*, by *Hill*, Q.C. for the Company, and *Kelly*, Q.C. in support of the order.

The arguments sufficiently appear from the judgment, which we give *verbatim*.

Authorities cited: *R.* v. *The South-Western Railway Company*, and cases there cited; Smith's Wealth of Nations.

DENMAN, C.J. in delivering the judgment of the Court, said,—This was an appeal against a poor-rate, argued in Michaelmas Term last, and again, on a *concilium*, in Hilary Term, and heard by all the members of the Court. Independently of certain questions of detail which we shall consider hereafter, the main argument of the appellants was directed to shew that this case was distinguishable from that of *Reg.* v. *South-Western Railway* (1 Q. B. Rep.) on many points which went to the principle of the judgment in that case; but the respondent contended that the two cases were in principle the same, and that that judgment must govern the Court in this. It will be necessary, in the first place, to compare the two cases; if they should be found to be different in the material circumstances, the principle of that decision may lead to a contrary one in this; at all events, that decision will not bind us in the present case. If they should be found to be substantially the same in the present case, it may be necessary to consider whether or not any thing urged in this argument should induce the Court to depart from their former decision. In that case the facts found—and it must never be forgotten that the propriety of the poor-rate can only be determined by reference to the facts found to be in actual existence—that the Company was in the sole and exclusive occupation of the "railway, and the warehouses, stations, and lodging-places," and that being so, they were solely and exclusively carrying on the whole business as carriers thereon; and although the Act had, under certain limitations, made the railway a highway, and given to all the liege subjects on it a right to use it as such, either as carriers or for individuals to travel upon, it has in this case provided for the payment of tolls to the company, yet that, in fact, no one having availed himself of this right, nor, as we thought, having the power of doing so conveniently or effectually, no tolls were, in fact, earned. To this then existing state of facts, without applying the established principle of law, that the rate is to be

on the occupier in respect to the beneficial nature of the occupation, in estimating its amount, or, in other words, ascertaining how much net rent such an occupation may be expected to command, the parish have to consider, not drily and only what may merely pass by the devise of it, but with all the existing circumstances, whether permanent or temporary, wherever situated and howsoever arising or secured, which would tend to a reasonable inference that the parties are negotiating for a tenancy as to the amount of rent. We thought it impossible in this case to separate the three or four miles of railway in the respective parishes from the whole line running into any other; or the whole line from the warehouses, stations, and landing-places; or these, again, from the peculiar facilities and conveniences which a tenant would have for carrying on, as occupier, a lucrative business, if not an effective monopoly, which the provisions of the Act appeared to give to the occupier for carrying on such trade. What under the Act was possible by law, yet, in point of fact, might be material to the principle, though very fit to be taken into account in making calculations as to the custom—yet in principle the parish officers are to look to the actual state and value of the land in occupation; and in the case now under consideration, there are some facts entirely different from those just mentioned. The case finds that other parties, as well as the appellants, exercised the right of being carriers over the various parts of the railway, including that part of it within the respondent's parishes, carrying for themselves independently of the company, subject, however, to its control under the Act of Parliament, as carriers of goods, fuel, and other things necessary for the conveyance of the goods, and the separate stations and means of communication with the railways; thus making profits by their carrying on the trade; and as to the appellants, they pay them the tolls that are fixed under the powers given by the Act. Besides this, another class of carriers hire from the appellants engines, and find their own carriages; and these also make profits of their carrying trade on the railway, and pay to the appellants both tolls and a compensation for the use of the engines, stations, and other accommodations provided for them. As the appellants receive tolls from these two classes of carriers, in respect of the goods and passengers conveyed by them on the railway, so that all that is directed by the Act is done, the tolls which would have been produced by their own conveyances of goods and passengers—these, with the compensation above mentioned, formed the total produce of the whole line of the company, which the company, if not as carriers, as lessees of the railway, and carrying on no traffic on it, would receive on the aggregate of this line after all deductions are made, the company contending that the rate ought to be imposed. We understand, though it is not precisely so stated, that to admit the principle of rating the whole line, would be to arrive at the exact sum at which they contend the rating in the respondent's parish should be fixed, by a mileage division of the whole land,—a principle convenient in itself, and rightly adopted by consent. It is unnecessary after this statement to point out the difference in the facts between the two cases; we cannot conceive how the difference bears on the principle on which this rate should be imposed, or which governed the Court in the former decision, which proceeded entirely on the existing state of facts. Each of the two companies must be rated in respect of the occupation of the land; one of them derives no profit from that occupation, except by carrying on upon the land the business of conveying goods and passengers. The division of profit into tolls and fares we think merely nominal. The other, in addition to this before-mentioned profitable occupation, which it altogether occupied, also derives profit by allowing others to carry goods and passengers on the railway; still, in both the inquiry must be the same—what is the value of the occupation, from whatever source derived, whatever the profits of trade? In neither case can the profits of trade be brought into the rate. But if the ability to carry on a trade on land adds to the value of the land, that value cannot be excluded on the ground that it is referable to trade. Suppose a house occupied by a private individual to-day, but having great advantages by situation for the purposes of trade, is turned into a shop to-morrow, and consequently lets for double or treble the former rent, would not the rating be properly increased in proportion? Yet could it be objected that to do so would be to rate the profits of trade? Or, supposing an occupier to let out different rooms to other persons carrying on the same trade as himself—and this mode of occupying would be still to increase the value of the house to let—would this at all vary the principle on which it was rated, though it might increase the profit? Or, lastly, supposing, instead of this species of underletting being at the option of the occupier, and all persons using the same trade to be rated by some statute, under certain restrictions, to carry it on in different rooms of the house, paying a large compensation to the occupier, would not the principle of the rate be still the same? would it not be material to inquire how the occupation became more valuable, except the making greater or less deductions which the nature of the occupation might make necessary? We remember when the large premises in Soho-square, now used as a bazaar, were occupied as a private residence. The present mode of occupation, no doubt, increases the rent; but whether one man, being the tenant alone, carried on the various trades now exercised there, or sold goods himself at part of the standage and let out the other, and so derives his profit in part directly from the trade, and partly from the rent paid by the traders, or let out all the standage, and so derives no profit but from the rents paid by the traders, the result would in either case be exactly the same: the overseers could only inquire what was the fair profitable value of the premises so occupied; nor, as we have found, could they inquire if the occupier of the bazaar held it under some statutable license, which compelled him to let out stands to all persons paying a certain rent, and submitting to certain regulations. It is said that the cases supposed are all referable to occupation under a special lease, that conveys exclusive dominion; and this forms entirely the means of making the profits. We have, in truth, given an answer to this; but it would be plainer to observe there is a fallacy in contending that if the lease conveys a legal title to do that which it gives the lessee the means of doing or enjoying, no two things can be more distinguishable, and it is the latter which regulates the rent the tenant shall give, and not the former. Suppose, again, two estates of equal size and equal fertility, the one surrounded by excellent roads, with a canal near to it, and a large market, and the other without these advantages; of course, the rent, if the rateable value is taken, would be larger in the one than the other; yet the tenant would take no more by a lease of the one than the other. A lease would give him no legal title which he had not before to use the roads, the canal, or the market. Or suppose a more parallel case. A, the owner and occupier of Blackacre, and having the command of a stream of water, which he can turn over Whiteacre; to him it would be more valuable than to other occupiers, because he can fertilise it at less expense than others, and he can give a larger rent than any other person, though if he has a lease he would not give more than any other person, though he ought to pay a higher rent. Now, apply the principle of these cases to the railway of the appellants. It is true, if they mean to let it to tenants, the lease would convey the land of the railway only, and give a title to the soil only. The lessee would undoubtedly consider the facilities and advantages which the occupation as tenant would afford him for carrying on the lucrative trade of carrier; and in whatever proportion these considerations would increase, his rent, in the same proportion, in the same amount, after due allowance, would be increased also. The two propositions are equally true; that the rule is not to be imposed in respect of the profits of trade, and that it is to be imposed in respect of the value of the occupation; and two propositions that are true and applicable to the same subject-matter cannot be inconsistent. And we think the respondents in the present case have shewn they are not so, as the gross yearly receipts of the company, as occupiers of and carriers on the railway, must include the subject-matter of the rate; they have therefore taken a sum agreed to represent them as the first point to start upon. They then assume an amount of capital employed in the trade, and deduct from the former sum two per centages on the latter from the interests on the capital and the profits that ought to be made on it; thirdly, the depreciation of stock beyond any usual repairs; fourthly, they deduct from the gross receipts the annual cost of the line, fifthly, the annual value of any land occupied by stations, or elsewhere; sixthly, a sum per mile for the repairs of chairs, rails, sleepers, &c. These deductions, taken together, seem to us to include whatever is properly referable to the trade, and distinguishable from the increased value the trade gives to the land. We do not now speak of the amount allowed under each item, and we are not competent to give any opinion on this point because it is more proper for the sessions. Now, if these are the proper heads of deduction, then the residue must be representative of the value of the occupation; and if these alone are to be brought into the rate, the profits of the trade are to be distinguished. Accordingly, the sessions have found, as an inference from the fact that the residue of the sum which a tenant from year to year might reasonably be expected to give for the railway and corporeal hereditaments, now occupied by the company in connection with the railway, exclusive of the occupation of the stations and other buildings rated, such tenant being assumed to have the same, and no other power of using the railway with the same, and no other advantages and privileges than the company now possess is the fair rateable value. If these deductions exhaust that portion of receipts referable to the rate, the inference of the sessions is fair; if the advantages and privileges which the company possess are profitable to the occupation, it would be raising an assumption as well founded, and we agree with them *in toto*. But the appellants, however, contend that even if the principle of the rate be fair, certain reasonable deductions are to be made. We consider the sufficiency of the deductions made as one mode of trying the principle, but the objection of the appellants now to be considered is one of detail; the only instance they specify is, that an allowance ought to be and has been made, for good will. We presume by this it is meant that a person bargaining with the company to become a yearly tenant of the railroad, in the expectation of succeeding to the trade as the probable consequence of succeeding to the occupation, would properly be called on to pay them something for the good will of their trade, and this in the nature of an outgoing and deduction from the profits. This objection is capable of two answers—the first and decisive one is, that the purchase of the good will implies that the trade is sold, that the company are to be bound to surrender their trade and the lease, and no longer to be carriers on the line; but the calculation of the sessions proceeds on no such supposition—all those supposed advantages for carrying on trade which the occupation gives, or whatever they may make, they must necessarily surrender; but the moment they leased the railway, they would become part of the public, and have the right to carry on their trade, retaining the whole of the good will, and all those advantages which the statute has carefully preserved for that purpose. Secondly, although that supposition as to the tenancy is to be made, yet what is incident to the tenancy—the actual terms and allowance—must be determined, for the purpose of fixing the amount of the rate by the actual state of things. On this supposition, the tenancy is the only mode of ascertaining the existing value of the occupation to the existing occupier. Now, here there is no tenancy, no good will is in fact made, and we think that no deduction ought in fact to be made in respect of its price. Again, it is contended that the existing facts in this case shew the reasonableness of the rate: the carrying trade of the company goes beyond their own line on the railway of other sets of proprietors, but the receipts arising from this having been excluded from the rate, this it is said is inconsistent; how can profits which the same engine earns by drawing goods over one mile be of a different character to those it earns in the same employ over the next mile? So far from there being any inconsistency in this, it is necessarily involved in the principle on which the trade receipts on the railway can be made; that a distinction can be made, and has been made, is no slight proof of the soundness of that principle. The moment an engine has left the railway of the company on which it runs, it ceases to have any connection with the occupation of the railway, though, of course, it does increase the value of the occupation of another line, and the advantages it would derive in the shape of toll would proportionably increase the rent the occupier would pay; but if that were allowed to swell one charge on the company, it would only do so in respect of the profits of trade. But it is said, lastly, that this principle works injustice between the company, and those other corporations or individuals who carry, on this line, their engines and their trade, and yet have paid nothing to the poor-rate directly, and indirectly only in respect of their toll, that would be supposed to be calculated in the fares only, whereas the company pay both on the tolls and fares. Colour is given to this objection from the fact that it seems to explain that the company fill two characters, and the other parties one only; but the proper answer is, a denial of the fact. The company do not pay directly or indirectly on their fares, they pay only on the increased value of the occupation of the land, occasioned by whatever circumstance. If a trader should underlet to a lodger a room in a house in which he derives a most profitable trade, such lodger would pay no poor-rate at all, but the trader would proportion the rate at which he would let the lodgings to the advantage such lodger derived from them; and hence the total rent which the trader would pay, and the rate which could be imposed on him, would be proportionally increased; but could he complain of any injustice, or say that he carried on his own trade in the residue of the house, when the fact is, that the value of the trade carried on in the residue of the occupation was also taken into account in fixing the quantum of the rate? Yet those parties who carry on their trade on the company's line, are, in effect, in the nature of lodgers, or parties enjoying part of an easement of the line, and from these considerations they increase its general value. In the examination which this case has compelled us to make, we have been necessarily led into a minute consideration of the principle on which the decision of the South-Western Railway proceeded; that decision was not directly in review before us, but the distinction of fact relied on appeared to us, on examination, to be so unsubstantial, that it was necessary, in order to get a decision against the rate, to examine the principle on which it applied. In a matter of such vast importance, and where it appears that the decision of this Court cannot be reviewed in a court of error, we are not unwilling to an examination of the question. On the whole, we are satisfied with the decision of the sessions, which appears to us founded on a just application of established principles, in accordance with several decided cases, and conflicting with none;

our judgment must, therefore, be for the respondents.

Thursday, May 9.

FRITH *v.* TINNEL.

In detinue, the alleged bailment cannot be traversed.

Declaration, in detinue.

Plea, traversing the alleged bailment.

Demurrer, to the plea.

The question was, whether the alleged bailment could be traversed.

Bovill, in support of the demurrer.

No one appeared in support of the plea.

Authorities cited: 3 Chitty's Pleading, 915; *Walker* v. *Jones* (2 C. & M. 672); *Gladstone* v. *Hewit* (1 C. & J. 565).

Judgment for defendant.

ROBINSON *v.* MARTIN.

If a partner in a firm be slandered in the way of his trade, the action must be brought by the firm, for they are the parties injured, and he cannot sue alone, as the law does not sanction multiplicity of actions.

Declaration in case, for slanderous words spoken of the plaintiff in the way of his trade, whereby damage accrued to himself and his partners.

Plea, non-joinder of the partners.

Demurrer.

Petersdorff, in support of the plea.

No one appeared in support of the demurrer.

Authorities cited: *Coryton* v. *Littleby* (2 Saund. 114, *b.*); *Weller* v. *Baker* (2 Wilson, 423).

By the COURT.—The defendant is entitled to judgment; the special damage is the ground of the action, and that has been done, not to the plaintiff only, but to him and his partners. There must not be multiplicity of actions; and if the law did not compel the partners to join, each of them would have a right to maintain a separate action. The words are only actionable because they have been spoken of the plaintiff in the way of his trade, and an injury to the trade is obviously an injury to all the partners.

Judgment for defendant.

FRANCIS *v.* STEWARD.

A party was cited into the Ecclesiastical Court for obstructing or refusing to join in the making of a church-rate. The citation charged him with having and contumaciously obstructed, or at least refused to join or concur in the making of a sufficient rate or assessment for providing funds to defray the expense of the repairs of the parish church. Held, on the demurrer, to a declaration in prohibition, that the citation was bad, as obstructing or refusing to join in the making of a rate did not necessarily imply an ecclesiastical offence, and the deficiency could not be supplied by the mere introduction of the words "wilfully and contumaciously" into the citation.

The COURT gave judgment in this case, to the effect that the demurrer could not be supported, and that the declaration in prohibition was good. The citation must contain the charge of an ecclesiastical offence, which this citation did not, because it did not charge any of those offences known by a technical name, as heresy or incontinence; neither did it set out any of these special facts, from which the Court could gather that in this matter an offence against ecclesiastical discipline had been committed. It was urged that the omission was cured by the use of the words wilfully and contumaciously, and that the special facts might be introduced for the first time in the articles; for that in all courts a minimum of allegation is sufficient in the process to bring the party before the Court. We find great difficulty in conceiving how the refusal to join is of itself an offence in a parishioner; if he is guilty of fraud, or violence, or bribes, or persuasions founded on false pretensions, for the purpose of preventing a rate from being made that would be an offence; but then the special facts must be set out. It is clear that parishioners may argue against a rate—may reduce its amount—and that they are not bound to vote in the affirmative of the rate proposed; yet all this would amount to obstruction; then every act of a parishioner is a wilful act; and as to the term contumacious, the Court cannot intend a crime because the complainant chooses to employ a reproachful epithet. This case is not to be distinguished in principle from *Cooper* v. *Wickham*, and *Greenwood* v. *Greaves* (3 Hag. 77); and we think the plaintiff was quite right in applying for a prohibition in the first instance.

REG. *v.* MAYOR AND CORPORATION OF STAMFORD.

Quære, whether the minutes in a corporation book of a resolution to pay an increased salary to an officer of the borough for one office held by him, as a compensation for his loss of another office, and of his assent to such resolution, are receivable in evidence to establish the agreement between the corporation and the officer, the same not being under seal.

Upon trial of an issue raised upon mandamus, as to whether the defendant had agreed to accept such compensation, the defendants tendered the above-mentioned minutes in evidence. The prosecutor, without attempting to dispute these facts, relied on the contract being bad in law. A rule to quash the mandamus, on the ground that it had improvidently issued, and would never have been granted if these facts had been known to the Court, was discharged by the Court.

In this case a *mandamus* had been granted, directed to the mayor and corporation of Stamford, commanding them to assess compensation to a gentleman named Torkington, for the loss of the office of clerk to the magistrates of the borough, under the 5 & 6 Wm. 4, c. 76. There was a return to the *mandamus* to the effect that compensation had been awarded to Mr. Torkington, for that his salary as town clerk had been raised to 100*l.* a year, and that he had agreed to accept that salary of the office which he did retain, so raised, as a compensation for the loss of the salary of the office from which he had been removed. On this return an issue was raised, which was tried at the last summer assizes for the county of Lincoln, and a verdict found for the Crown, subject to the opinion of this Court, upon the question whether the minutes of the town-council, which contained an entry of the agreement above mentioned, and of Mr. Torkington's assent to it, could, so far as related to the grant of the increased salary to Mr. Torkington, be received in evidence, as they were not under the common seal of the corporation; with liberty to the defendants to move to enter a verdict for them, in order to take the opinion of the Court upon this point.

In the Michaelmas Term following, *Humfrey* moved accordingly for a rule to shew cause why the verdict should not be entered for the defendants, on the ground of the improper reception of evidence, and obtained a rule *nisi*. Two days afterwards *Hill*, Q.C. obtained a rule *nisi* for quashing the *mandamus*, on the ground that the facts on which it had been granted, had been negatived by the finding of the jury, and that if the Court had been aware of the real state of the facts so found, it never would have granted the *mandamus* at all. This rule not to come on until the other was disposed of.

Hill, Q.C. and *Archibald Stephens*, shewed cause against the first rule.

Whitehurst and *Humfrey*, contrà.

Authorities cited. Starkie on Evidence, vol. 3. p. 788; —— v. *Sparks* (Seyer, 187); *Church* v. *Green* (7 M. & R. 259); *Wilcox* v. *Bennett* (5 T. R. 381, 5 & 6 Wm. 4, c. 76, s. 58); *Fishmongers Company* v. *Robertson* (12 L. J. C. P. 185); Tidd on Corporations, 450); *R.* v. *Chauner* (1 Ld. Raym. 225); *R.* v. *Mayor of Ripon* (1 Ld. Raym. 565); 6 Vin. Abr. Corporation, 291); *De Grey* v. *Mayor of Monmouth* (4 C. & P.); *Mansell* v. *Dulwich College* (1 Fonblanque's Equity, 306); *Marshall* v. *Queenborough* (1 Sim. & S. T. 523).

Humfrey shewed cause against the cross rule.

A. Stephens, contrà.

Case cited; *R.* v. *Paddington Vestry* (9 B. & C. 166).

By the COURT.—It appears to us that the *mandamus* is wrong in point of form, being directed to the mayor and corporation, instead of the town council, which latter body alone has the power of awarding compensation, and disposing of the funds of the borough. We will think of this, however, when the question of the peremptory *mandamus* shall be determined. With regard to the first rule, we will take time to consider. As to the second, it is an application to quash the writ of *mandamus* as having improvidently issued. Now, it appears that at the trial witnesses were not called on the part of the Crown to contradict the fact alleged by the defendants, namely, the agreement by Mr. Torkington to accept the compensation, because the counsel for the Crown were of opinion that they had that answer in law, which has been the subject of the other rule. We do not think that we have the right to infer from these facts that the finding of the jury was conclusive as to the real facts. This rule, therefore, must be discharged.

Rule discharged. As to the costs of the discharged rule, and as to the first rule, Cur. adv. vult.

BUSINESS OF THE DAY.

DOE *dem.* MAJOR *v.* [illegible]UNDELL.—*Whateley*, Q.C. shewed cause. *Flood*, contrà.

Rule absolute for new trial on payment of costs.

BESSIE *v.* WYNDHAM.—*Palmer* and *Wells* shewed cause. *Gunning*, contrà. *Cur. adv. vult.*

Friday, May 10.

DAVIES *v.* LOCK and OTHERS.

Semble—An action against attorneys for negligence in discharge of their duties, in pursuance of their retainer, though purporting to be in case, is in reality ex contractu, and a verdict must be found against all the defendants, or none.

Where there was reason to suppose that the entry of the verdict was inconsistent with the facts proved and the real finding of the jury, the Court suspended the argument, to give an opportunity of referring to the judge who tried the cause, to amend the verdict according to his notes.

This was an action against the defendants for negligence as attorneys. The declaration, which purported to be in case, stated that the defendants had been retained by the plaintiff as attorneys; and then went on to complain of negligence in the discharge of their duties under the retainer.

The defendant Lock and the other defendants pleaded separately; but they pleaded *inter alia* the same plea, viz. that the defendants were not retained by the plaintiff *modo et formâ*. At the trial, the jury, in delivering their verdict, stated, that they found for the defendants; and, upon being further pressed, they stated, that they found it was a private transaction between the plaintiff and Lock, with which his partners, the other defendants, had had nothing to do; the verdict was eventually entered against Lock, and in favour of the other defendants.

This was a rule calling upon the plaintiff to shew cause why a verdict should not be entered for the defendant Lock, on the ground that the action, though in form in case, was substantially and really an action on contract, and therefore that a verdict could not be found in favour of one defendant and against another: or why the judgment should not be arrested, on the ground that the verdict, as it appeared upon the face of the record, was inconsistent and repugnant.

Kelly, Q.C. *Watson*, Q.C. and *Humfrey*, shewed cause. They admitted that the action was substantially *ex contractu*, and that they could not therefore sustain the verdict against Lock, but they contended that there ought to be either a new trial against all the defendants, or else a *venire de novo*.

Authorities cited: Com. Dig. title Pleader, s. 19, 5 Burr. 2261, 1 Wils. 35.

Roebuck, Q.C. contrà (*Hugh Hill* was with him), contended that he was entitled to have the verdict entered for the defendants generally; indeed, he was only asking the Court to give effect to the real finding of the jury, for their verdict was substantially a verdict for all the defendants, although it had been entered by the associate in favour of some of the defendants, and against the other.

The COURT suspended the argument, to give an opportunity for applying to the learned judge who tried the cause to amend the verdict according to his notes. *Argument suspended.*

REG. *v.* LEEDS.

(Argued April 20th.)

A wife cannot be removed away from her husband to the place of her maiden settlement without her express consent.

This was an appeal against an order for the removal of Lydia, the wife of John Morgan, and their infant children, to the place of her maiden settlement.

The order was made on the examination, *inter alia*, of the husband and the wife. The husband's examination, after stating that he did not know where he was born, proceeded to negative his having gained any settlement, and concluded by praying that his wife and children might be removed to the place of his wife's maiden settlement. The wife's examination, after referring to the examination of the husband, proceeded to set out her maiden settlement. It did not contain any express evidence of consent on the part of the wife to be removed without her husband to place of her maiden settlement. The sessions quashed the order, subject to the opinion of this Court.

The question was, whether the wife, under these circumstances, could be removed away from her husband to the place of her maiden settlement.

Bliss and *Staples*, in support of the order of sessions.

Hall and *Pashley*, contrà.

Authorities cited: *R.* v. *Eltham* (5 East, 113); *R.* v. *Leeds* (4 B. & C. 100); *R.* v. *Birmingham* (13 L. J. M. C. 1); *St. Michael, Bath* v. *Nunney* (Str. 544); *R.* v. *Iron-Acton* (Bur. S. C.); *R.* v. *Stockton* (5 B. & Ad. 546); *R.* v. *Silkstone* (2 Q. B. 520); *R.* v. *St. Mary, Leicester* (3 A. & E. 644); *R.* v. *Eastbourne* (4 East, 103); *Chambers* v. *Caulfield* (6 East, 244); Story's Equity Jurisprudence.

By the COURT.—It is not necessary to determine whether *R.* v. *Eltham* is rightly decided, for in this case there is no evidence that the wife consented to be removed away from her husband, and the order of removal, therefore, clearly cannot be sustained.

Order of Sessions confirmed.

[illegible] and ANOTHER *v.* [illegible].

Where goods sold at three months' credit were sent to defendant by a carrier named by him, an invoice being at the same time sent by the post, and the defendant, on their arrival at the wharf to which they were sent, said he would not take them, but did not repudiate the contract to the vendors until seven months afterwards—Held, that there was evidence to go to the jury of an acceptance within the Statute of Frauds.

In this case the plaintiffs were nonsuited, and this was a rule to enter a verdict for them. The action was for goods sold and delivered, and the question was, whether there had been a sufficient acceptance to satisfy the requirements of the Statute of Frauds. The goods had been sent from Bristol to Hereford, the residence of the defendant, by the *Hereford* sloop, which was the ordinary mode of conveyance. The goods were so sent by the direction of the defendant. An invoice of the goods was at the same time sent to the defendant by post. The goods were sold at three months' credit. On their arrival at Hereford

the defendant told some third person there, not connected with the plaintiffs, that he would not accept them, but he never returned or repudiated the invoice, or gave any other intimation to the plaintiffs of his intention not to accept the goods, until payment was demanded of him seven months afterwards.

Crowder, Q.C. and *M. Smith*, shewed cause.

Butt and *Carrow*, contrà.

Authorities cited: *How* v. *Palmer* (3 B. & C. 329); *Baldy* v. *Parker* (2 B. & C. 37); *Maberly* v. *Sheppard* (10 Bing. 99); *Hanson* v. *Armitage* (5 B. & A. 557); *Eden* v. *Dudfield* (1 Q. B.); *Nicholle* v. *Plume* (1 C. & P. 272); *Johnson* v. *Dodson* (2 M. & W. 653).

By the COURT.—We think there ought to be a new trial. No doubt mere delivery of the goods to a carrier named by the vendee does not in itself constitute an acceptance under the Statute of Frauds; but here there were circumstances from which the jury might have inferred such acceptance, and the case ought to have been submitted to them.

Crowder then submitted that the rule was not drawn up for a new trial.

DENMAN, C. J.—No; but it is to enter a verdict for the plaintiffs, and we modify the rule, unless you would prefer that the rule should be absolute to enter a verdict for the plaintiffs.

Rule absolute for a new trial.

WALKER v. WALKER.

(Argued April 17th.)

Award—sufficiency of—Costs.

This was a rule to set aside an award. Two causes, and all matters in difference, had been referred to an arbitrator, who had awarded in favour of the plaintiff—had directed certain lands to be released, and had further directed costs to be paid by the defendant. It was sought to set aside the award on the ground that the arbitrator had not directed a conveyance of the land, and that he had not shown by his award in what character he was to pay the costs, what costs he was to pay as administrator, and what as executor.

Addison shewed cause.

Hugh Hill, contrà.

Cases cited: *Johnson* v. *Wilson* (Willes, 248); *Price* v. *Hopkins* (10 A. & E. 139.)

By the COURT.—This rule must be discharged—*Johnson* v. *Wilson* is not in point, for there was, in that case, to be a division between coparceners, which could not be effected without deeds; with regard to the other point, we do not think that it lies with the defendant to object to the manner in which the costs have been awarded. *Rule discharged.*

DOE *dem.* LOVELL v. SMITH.

The mere entry upon land under a claim of right, and attempt to take possession, is not sufficient to prevent the operation of the Statute of Limitations.

The COURT said that in this case there would be judgment for the defendant. The defendant had had adverse possession for more than twenty years, and the mere entry and claiming of the land by the plaintiff, and his attempts to take possession, were not sufficient to protect him from the effect of the Statute of Limitations. *Judgment for the defendant.*

BUSINESS OF THE DAY.

DANIEL v. GRACIE.—Special case. *Whateley*, Q.C., and *Greaves* for the plaintiff. *Yardley*, contrà. *Cur. adv. vult.*

STAMP v. SWEETLAND and ANOTHER.—*Cockburn*, Q.C., *Bevan*, and *M. Smith* shewed cause. *Rogers*, Q.C., and *Cornish*, contrà. *Cur. adv. vult.*

COURT OF COMMON PLEAS.

Wednesday, May 8.

COPLEY v. MADEIROS.

Where a defendant has been arrested under the 1 & 2 Vict. c. 110, and there are material variations between the copy of the capias and the writ itself, the Court will set the copy of the writ aside, and order the bail-bond which has been given to the sheriff to be cancelled.

This was a rule calling upon the plaintiff to shew cause why the copy of the writ of *capias* issued in this case should not be set aside, the bail-bond given to the sheriff cancelled, and so much of the order of Mr. Justice Maule as orders the payment of costs by the defendant be rescinded; and why the plaintiff should not pay the costs of this application. An order was made by a judge for the arrest of the defendant, and it was admitted that the writ of *capias* which was issued on that order was a proper one; but the objection was, that the copy which had been served on the defendant did not correspond with the writ. The variations between the writ of *capias* and what purported to be the copy were the following:—In the writ, the action was described "*in an action on promises*;" in the copy, these words were altogether omitted. In the writ the words were, or until the said Madeiros "*shall by other lawful means be discharged*," and in the copy the words were "shall *by any* other lawful," and in the writ the words were, "*and that in default of so doing, such proceedings*," &c.; in the copy the words were "and that in default of *his* so doing," &c.; and, lastly, in the writ the words were, "*and we do further command you that*;" in the copy the words were, "and we do further command you, *the said sheriff*, that," &c. A summons was taken out by the defendant before Mr. Justice Maule for setting aside the copy of the *capias*, but the same was dismissed with costs.

Channell, Serjt. shewed cause.—The 4th section of the 2 Wm. 4, c. 39, requires that so many copies of the *capias* as there are persons to be arrested shall be delivered with the writ to the sheriff, who is to cause one such copy to be delivered to every person on whom he shall execute such process; but, in the 1 & 2 Vict. c. 110, there is no such requisition, but an authority is given to sue out a writ of *capias* in form mentioned in the schedule to that Act. The only place where direction is now given to deliver a copy is in the writ itself, which commands the sheriff to deliver a copy to the defendant, but there is nothing imposing such duty on the plaintiff. The cases, therefore, prior to the Act 1 & 2 Vict. c. 110, do not now apply.

CRESSWELL, J.—Is it not necessary that the *capias* should be so served as that the defendant may be informed what he is to do? Must not you give him such a copy of the *capias* as will identify the proceedings in the action by the *capias* with the writ of summons. [TINDAL, C. J.—Whose duty is it to make out the copy of the *capias*?] We say that it is not with the plaintiff, but that if it is with any one, it is with the sheriff. [TINDAL, C. J.—Is not the sheriff the servant of the plaintiff for this purpose?] It must be admitted that if it were prior to the 1 & 2 Vict. c. 110, the authorities are sufficient to entitle the defendant to the present rule. But then the Act of 2 Wm. 4, c. 39, expressly required the plaintiff to make out a copy, and the sheriff to serve such copy, and that must mean a true copy. *Plock* v. *Pacheo* (1 Dowl. N. S. 380), *Richards* v. *Disprail* (1 Dowl. N. S. 384), and *Bilton* v. *Clapperton* (1 Dowl. N.S. 386), shew that the latter Act has not the strictness in this respect as the former Act, and that the Court has the power to make such order as it shall seem meet.

Sir *T. Wilde*, in support of the rule.—No part of the 2 Wm. 4, c. 39 has been repealed, and the duty required by that Act of making out and serving the copy of the *capias* has not been altered by the 1 & 2 Vict. c. 110. He was then stopped by the Court.

The COURT.—That seems an answer to the case on the part of the plaintiff. Under the 1 & 2 Vict. c. 110, the sheriff is to deliver a copy of the *capias*, and if the plaintiff, instead of making the copy himself, allows the bailiff to make it, he must be answerable for the acts of his agent.

Rule absolute, but without costs.

STROUD v. STROUD.

New trial—Verdict against evidence—Plea of plene administravit.

Sir *T. Wilde*, shewed cause against a rule for setting aside the verdict found for the plaintiff, on the ground of the same being against evidence.

The trial was had before Mr. Bullock, the judge of the Sheriff's Court, London, when a verdict was found for the plaintiff for 11*l*. The action was for wages, as a servant, against the executor of an aunt to the plaintiff. The pleas were *non-assumpsit*, payment, and *plene administravit*. The question in dispute was, whether the plaintiff had been in the service of her aunt under a contract to receive wages for her services, or only in expectation of receiving a legacy. The testatrix left her niece, the plaintiff, a legacy exceeding the claim in respect of wages, the legacy being 20*l*. This legacy had been paid to the plaintiff, and the same having been paid without knowledge on the part of the executor of any claim for wages, it was contended for, on the part of the defendant, that either this must be taken as amounting to a payment in satisfaction of the wages; or that, as there was no notice of the debt at the time the legacy was received, the receipt of the legacy must be taken as an admission, on the part of the plaintiff, that the sum was paid in a due course of administration.

Channell, Serjt. appeared in support of the rule.

The COURT thought that the finding of the jury on the question of the service being under a contract to be paid in wages, ought not to be disturbed; but that upon the issue joined on the plea of *plene administravit*, it would be more satisfactory if there was granted a new trial, and therefore, upon that issue only,

The rule was made absolute on payment of costs.

RAM v. DUNCOMBE.

An irregular notice of declaration was delivered on the 20th April: interlocutory judgment signed on the 6th May—An application to set aside the judgment made on the 8th May too late.

Dowling, Serjt. moved for a rule to set aside, with costs, an interlocutory judgment which had been signed by the plaintiff in this cause, on the ground that the notice of declaration which had been delivered to the defendant, did not mention the number of days in which he was to plead; the form of the notice in this part being, "unless you plead in days," &c. This notice was served on defendant on the 20th April last. [TINDAL, C. J. You might have come here before.] The judgment was only on the 6th of May instant, and it was not known until then that the plaintiff would have proceeded in the action.

The COURT.—That will not do; the application is made too late. *Rule refused.*

WATSON and ANOTHER v. COLEMAN and ANOTHER.

Where a plaintiff refuses on a summons to stay proceedings on payment of a sum of money, which he afterwards accepts, he may shew, in answer to the defendant's claim for subsequent costs, that his continuing the suit was not vexatious—A material witness being hostile to the plaintiff, is a good cause for afterwards discontinuing the action.

Shee, Serjt. shewed cause against a rule calling upon the plaintiff to shew cause why the Master should not tax the defendant's costs, subsequent to the 22nd January last; and why the plaintiff should not pay the same to the defendant when taxed, and also pay the costs of this application.

This was an action for goods sold and delivered, brought to recover the sum of 19*l*. 18*s*., the balance claimed by the plaintiffs to be due. On the 22nd January last, the defendants took out a summons to shew cause why upon payment of the sum of 4*l*. 18*s*., all further proceedings should not be stayed. The plaintiffs refused to take this, and the defendants then paid the amount into Court, and pleaded to the action. After issue was joined, the plaintiffs took out of Court the sum so paid in by the defendants, and entered a *nolle prosequi* as to the residue. In taxing the costs the Master refused to allow the plaintiff's costs, subsequent to the 22nd January, and refused to allow the defendants their costs generally of the defence, but allowed them the costs of those pleadings on which the plaintiffs had entered a *nolle prosequi*. The taking afterwards the money previously offered by the defendants, is only *primâ facie* evidence that the action was continued vexatiously. (*Edwards* v. *Harrison*, 11 Price, 533; *Hale* v. *Baker*, 2 Dowl. 125; *Gower* v. *Elkins*, 6 Dowl. N. S. 335.) The reason for not proceeding in the action is, that Charles Garlick, a servant in the plaintiffs' employ, who was necessary to prove the delivery of the goods, had been discharged from his employ, and had brought an action against the plaintiffs. The plaintiffs, when they refused the amount offered by defendants, believed that more was due to them. The defendants had, upon application to them, refused to state the nature of their defence, and therefore the plaintiff had no alternative but to proceed in the action; but afterwards finding that they must rely upon the testimony of a hostile witness, they had discontinued their proceedings.

Channell, Serjt. contrà.—The defendants disputed that they were liable beyond the amount they paid into court, on the ground that the goods were sold on a credit which at the time of the action had not expired. The plaintiffs having acknowledged the truth of this by accepting the amount, the defendants are entitled to their costs subsequent to the making of the offer. The plaintiffs might have called Garlick; and the reason giving for not wishing to rely on his testimony is not sufficient to deprive the defendants of these costs.

The COURT.—The question is, whether the defendants are entitled to costs after a sum has been tendered to the plaintiffs, which the plaintiffs have subsequently accepted and entered a *nolle prosequi*. The general rule is, that if after a plaintiff has had a sum of money tendered to him, which he refuses to accept, and goes on in the action, and does not afterwards recover more than the sum so tendered, he is liable to pay the costs subsequent to such refusal; but it is always open to him to shew that the continuance of the suit by him was not for the sake of oppression or vexation, and that will excuse him from his liability for such costs. We think that the plaintiffs have now shewn that the action was not continued vexatiously. Garlick, on whose evidence they materially relied, having become a hostile witness, was not a person whom they could call. This was, we think, a sufficient cause for the plaintiffs not proceeding, and therefore the case does not fall within the general rule.

Rule discharged with costs.

DOE *dem.* KING v. ROE.

Practice—In a country cause if the notice is to appear in one Term, judgment against the casual ejector may be moved for in the next Term, to shew cause on a day certain, which, if cause not then shewn, becomes absolute by itself.

Shee, Serjt. moved for judgment against the casual ejector. The notice which had been served on the 8th January last, was for the tenant to appear in last Hilary Term. The cause being a country cause, on the authority of *Doe dem. Crawne* v. *Roe* (6 Dowl. 270), as to the practice in such case in the Court of Exchequer, it was asked that the rule might be absolute in the first instance.

The COURT said, that though it might be desirable that the practice in all the Courts should be uniform, they must consult the other judges before the practice

in this Court could be altered; but (after consulting one of the Masters), said that according to the practice of this Court, the rule might be drawn up to shew cause on a day certain, and then, if cause was not shewn, the rule would make itself absolute, without the necessity of a farther application to the Court.

Rule accordingly.

Ex parte GRIFFITH and SON.

Order to pay the taxed costs of an attorney, under 6 & 7 Vict. c. 73, s. 43.

Channell, Serjt. applied for an order on a client of Messrs. Griffith, who are attorneys, to pay to them the sum of 251*l.* 3s. 6d., the amount of the Master's allocatur on the taxation of their bill of costs, which had been taxed under an order made in the suit of *Matthews* v. *Groves*. The application was made to have an order that might have the effect of a judgment, instead of proceeding by attachment, and the same was made under 6 & 7 Vict. c. 73, s. 43.

TINDAL, C. J., that Act seems to confine itself to where the attorney has brought his action for the amount of his costs, and then directs in such case a judgment to be entered up for such amount.

Rule nisi.

BENTLEY *v.* KEIGHLEY.

Patent—Particulars of objections.

Channell, Serjt. applied for a rule for a better particulars of objections to a patent. The objections delivered, which were complained of, were the second and fourth. The second objection was, that before and at the time of granting the letters-patent, the invention was known to Mordeica Robertshaw *and others*, and that from them, or some or one of them, the patentee derived his knowledge. The fourth objection was, that the invention was not new, as to public use, but had been used by the said Mordeica Robertshaw and Wm. Carr Thornton, the patentee, and *others*. The word "*others*" in these objections ought to be struck out, or else the names of the parties should be given. This comes within the case of *Jones* v. *Berger* (Webster, P. C. 544). *Rule nisi.*(*a*)

BUSINESS OF THE DAY.

HOLCROFT *v.* MANBY, and in the matter of HOLCROFT and the INSTITUTION OF CIVIL ENGINEERS.—*Channell*, Serjt. in answer to, and Sir *T. Wilde*, in support of, the rule, were severally heard, and the Court took time to look into the affidavits.

Cur. adv. vult.

HANNAM *v.* STAUNTON.—*Byles*, Serjt. shewed cause against a rule obtained by *Gaselee*, Serjt. for a commission to examine a witness in Dublin.

Rule absolute.

ARBER *v.* DUNCAN.—*Byles*, Serjt. shewed cause against a rule obtained by *Talfourd*, Serjt. for a special jury; the rule was ultimately made absolute by consent, the defendant paying the amount of the money claimed into Court. *Rule accordingly.*

The COURT intimated that they would take the new trial paper on the first day of next Term.

Saturday, May 4.

CLINTON *v.* PEABODDY.

Arranged by consent: fac-similes of the notes to be given to the Master.

BARNWELL *v.* WILLIAMS.

Shee, Serjt. shewed cause against a rule obtained by *Wilde*, Serjt. calling upon the plaintiff to shew cause why a plea of lien should not be added.

To give the same evidence under the plea of not possessed.

DAVIS *v.* LOWNDES.

Sir *T. Wilde*, Serjt. resumed; the case having been partly heard on a former day.

Kelly, Q. C. and *Gray*, in support.

Cur. adv. vult.

Bankrupt and Insolvent Courts.

COURT OF REVIEW.

Wednesday, May 1.

Ex parte TURQUAND, *re* DICKENSON.

Official Assignee—Indemnity—Costs of action in name of Assignees.

The petition of an official assignee, to be indemnified by the creditors' assignee against the costs of an action prosecuted in their names, dismissed with costs, under the particular circumstances of the case.

The petitioner in this case was the official assignee of the bankrupt's estate, and the object of his application to the Court was to obtain an indemnity from the creditors' assignee, against the costs of an action, brought in the name of the assignees, against a person of the name of Booth, with regard to an alleged fraudulent removal of the bankrupt's property. The action was commenced on the 19th of October, 1842. On the 20th of November, in the same year, Mr. Turquand, the petitioner, wrote to Booth a letter to inform him that he repudiated the action. There was a meeting of the creditors of the bankrupt on the 3rd of December, 1842, when it was decided by them that the action should be continued; upon which the petitioner applied to them for indemnity, which the creditors agreed to give, each in the proportion of his own claim on the estate, but the petitioner declined the offer, and insisted upon a joint and several indemnity from them. Mr. Austin, the creditors' assignee, then, through Mr. Pocock, his solicitor, offered to indemnify the petitioner, which offer was declined. The action was tried and proved unsuccessful. On the 1st of December, 1843, this petition was presented.

Swanston, for the petitioner.

Anderdon, for the respondents, offered to give an indemnity, but submitted that the petition should be dismissed with costs.

The CHIEF JUDGE.—This is a case which may and ought to be decided upon its own particular circumstances. The sole creditors' assignee considers it right, and for the benefit of the estate, to bring an action on account of the estate against a particular person. That I must assume was also the opinion of the attorneys to the fiat, their appointment resting solely with the creditors' assignee. A meeting, regular or irregular, of the creditors, or of some of them, is held at the office of the official assignee, and, I must take it, with the knowledge of the official assignee. The creditors, at least some of them, approved of the action. When this petition was before me on a former occasion, I asked whether the counsel for the official assignee were instructed to urge the impropriety of the action, which question was answered in the negative. I also asked whether the official assignee desired a reference to inquire into the propriety of the action, and that was declined. How is it possible then that I can say that this action is frivolous, vexatious, or improper? It is not to be judged by the event, though it has failed. There is no evidence to shew it to have been frivolous, vexatious, or improper. There is, however, some evidence to form an opinion that it was a proper action to bring. Under these circumstances, was it right for the official assignee to interfere or oppose any obstruction to its progress? I need not answer the question. Two species of indemnity were offered to him—the one might have been embarrassing to make effectual, but the other could not be. This indemnity was, however, declined. This occurred in 1842. Further in 1842, the attorney informed Turquand that the action was proceeding. No proceeding was taken on his part until this petition was presented on the 1st of December, 1843—substantially a twelvemonth after these things occurred. The petition prays an indemnity against all costs, charges, and expenses, on account of this action. That was substantially offered before. It goes on to pray that until an indemnity to the satisfaction of the petitioner—not of the Court—is given, the progress of the action may be stayed. Under all the particular circumstances, there are not sufficient grounds for this petition, and I am of opinion that Turquand never sustained any loss, and was never put to practical inconvenience. Mr. Pocock and Mr. Austin then undertaking by their counsel to indemnify the petitioner against the costs of the action, without prejudice to any question as to the propriety or impropriety of the action, as to any proceedings therein, and without prejudice to the question, how or by what means, or out of what fund, the costs of the action should come; let the petition be dismissed with costs, without prejudice to the undertaking so given.

Ex parte TURNER and HENSMAN, *re* MARTIN.

Power of the Court of Review to issue an injunction to stay proceedings in a court of law instituted to recover damages on account of acts done under an order of the Court.

This case, which is reported *ante*, p. 20, and was directed to stand over until issue was joined in the action, was again brought on. The pleas in the case were—1st, Not guilty; 2nd Justification. On the first plea issue was joined, and to the second, twenty-five grounds of demurrer were assigned.

Swanston, *Russell*, and *Simon* now argued in favour of the application for an injunction to stay the action; and cited *Froud* v. *Lawrence* (1 Jac. & W.); *Andrews* v. *Walten* (not reported); and *Aston* v. *Heron* (2 M. & K. 290).

Bagshaw and *Rolt*, for the respondent, contended that the Court of Review had no power to stop the action, and cited *Ex parte Whitchurch* (1 Atk. 55); *Thorp* v. *Goodall* (17 Ves. 388); *Ex parte Glossop* (2 Glyn & Jan.); *Lee* v. *Cloughton* (2 Glyn & Jan.); *Green* v. *Elgie* (not reported); *Burdett* v. *Abbott* (14 East); *Stockdale* v. *Hansard* (9 Add. & Ell. 1).

Swanston, in reply, cited *Ex parte Gowan* (3 B. & Ald.); *Fitzpatrick* v. *Durant* (1 Sim. & Stu. 408); *Ex parte Hornby* (Mont. & Bligh); and *Re Dillon* (2 Sch. & Lef.).

The CHIEF JUDGE.—This petition is presented for the purpose of staying proceedings in an action brought against Messrs. Turner and Hensman by Mr. Van Sandau, which arose thus. [His Honour then stated the circumstances of the case.] Against the order of February last Mr. Van Sandau did not appeal to any other Court by *habeas corpus* or otherwise. This action was brought for the arrest and imprisonment under this order, and for no other cause. When the present petition was presented, the Court directed it to stand over until the issues were joined. This was not intended to prejudice any party, but to see what questions of law or fact were raised upon the record. The pleas are two—the general issue and justification. Upon the former, issue is joined, and upon the latter, causes of demurrer are assigned. As this matter appears to press, and as it is important to take the case before the Lord Chancellor at once, if it is to be taken before him at all, I give my decision immediately. I am of opinion that I am bound to consider the cases cited in favour of the application as correctly decided and binding authorities, nor do I think that the right contended for is peculiar to the Court of Chancery. If Mr. Van Sandau desires to dispute the power of the Court to commit for contempt, or to dispute the fact of the contempt, or to deny the making of the order, I think that he ought not to be restrained. I am of opinion, however, that it would be improper to allow him to raise any question as to the validity or propriety of the order. I cannot conceive, supposing this Court to have the power to commit, supposing it to have made an order shewing upon the face of it that the party was so committed, that the rules and practice of the Court, and its modes of expression, should be brought before another Court, at least in the shape of the present action. The order then that I shall make upon the present petition is the following:—Let the parties and their counsel (if such be the usual form in injunctions from the Court of Chancery), attorneys and agents respectively, be restrained from all further proceedings in the action at law until further orders, subject only and except as hereinafter mentioned; but they are to be at liberty to proceed to argument and judgment on the demurrer, and to execution on such judgment. Mr. Van Sandau, his counsel, attorneys, and agents, are to be at liberty on such argument, and for all the purposes of such argument, to contend that the Court of Review has not, and had not in February 1844, jurisdiction, power, or authority, to commit for contempt of such court, and that it does not appear upon the face of such order, as stated in the plea of justification, that Mr. Van Sandau was ordered to be committed, on the ground that, in the judgment of the Court of Review, an act or acts, considered by the Court of Review to be a contempt, had been done by him; and also to contend that it appears upon the face of the order, that the commitment thereby ordered, was on the ground of an act or acts done by the said Van Sandau, which by law did not form or amount to a contempt of the Court of Review; but the said Van Sandau, his counsel, attorneys, and agents, are not further or otherwise on the argument, or for any purpose of the demurrer, to dispute or question the validity or propriety of such order, but are on the argument of and for all the purposes of the demurrer and the argument thereon, to admit the validity, propriety, regularity, formality, and sufficiency of such order in all other respects, and particularly the points which liberty is hereby given to him to raise at law against the validity thereof as aforesaid, without prejudice to any question which may be raised in this Court as to the validity of such order, or as to damages, or as to trying the issues of fact. In all other respects the petition to stand over, with liberty to apply.

COUNTRY COMMISSIONERS' COURTS.

EXETER DISTRICT BANKRUPTCY COURT.

(Before Mr. Commissioner GOULBURN.)

Re SCOTT.

This Court has power to make an order on assignees under old fiats to refund moneys received by them as such assignees.

Our readers are aware that, since the establishment of the District Court of Bankruptcy several cases have occurred, in which orders have been made on assignees under old fiats, to refund large sums of money which they had either improperly retained, or had paid away, in their own wrong, without any lawful authority. No question has ever been raised here as to the validity of those orders, but, in consequence of a case reported in the London papers last week, a very strong impression has prevailed upon the minds of many members of the legal profession, that such orders, when made upon assignees by commissioners in the country, were, in the judgment of the Chief Judge of the Court of Review, invalid and irregular, and that they could not be enforced.

G. W. Turner this morning informed the Court, that Mr. Davy, the assignee under Scott's bankruptcy, had paid over to the official assignee the balance of the sum of 540*l.* which his Honour had ordered him to pay. At the same time, he was desirous of calling his Honour's attention to a case, *Ex parte Collins in re Thomas*, recently decided in the Court of Review, and reported in the *Morning Herald* and LAW TIMES. In that case, an order made by Mr. Commissioner Balguy, simply for the

(*a*) See, however, Russell *v.* Ledsam (11 M. & W. 647).

payment of a debt, and without any recitals, had been discharged by the Court, and from the manner in which it was reported, a strong impression prevailed among many of his professional brethren, that, in working up old fiats, this Court had no power to make orders on assignees, to pay over any money in their hands.

The COMMISSIONER said—I am very glad Mr. Turner has taken the opportunity of mentioning the case *Ex parte Collins, in re Thomas*, which I have myself seen reported, or rather, I ought to say, somewhat *mis*-reported, in one of the London papers. In consequence of what appeared there, I felt it my duty to get an exact account, from a reporter who attends the Court of Review, of what actually took place; and I also thought the matter of sufficient importance, to induce me to communicate with the Chief Judge of the Court of Review. As to the real facts of the case, taking them from that reporter's account, there can now, therefore, be no misapprehension. It appears that a fiat, issued previously to the passing of the Act, under the authority of which we, the country commissioners, sit, had been transferred into the Court of Bankruptcy for the Birmingham district, and the usual order had been made, directing the assignees to bring into that court all the moneys, books, papers, and documents connected with the estate, in their possession and custody as assignees. Such books and papers having been brought in and examined, it turned out that the solicitor under the fiat had received a certain sum of money, which he had not paid over to the assignee. Under these circumstances, the learned commissioner did that which he was clearly bound to do; he summoned the solicitor before him, in order to shew cause why he had not paid over the money. The solicitor came, in obedience to the summons, and acknowledged the receipt and non-payment of the money, and acquiesced in an order being made upon him for the amount. An order was thereupon made, importing merely upon the face of it, that the solicitor was to pay the money, without setting out any one of the facts. After the order was made, the solicitor, although he had acquiesced in its being made, refused to obey it, and it was under these circumstances that the matter was submitted to the judgment of the Court of Review. That Court simply decided, what it did not need its high authority to determine—that in making an order upon the solicitor, simply to pay a debt, the commissioner had exceeded his jurisdiction—that Courts of Bankruptcy were not established to try and determine questions of debt, and to order immediate execution,—and that the order in that case—not setting out that the party on whom the order was made, was a solicitor of the court—or that he had acquiesced in the order—was, on the face of it, bad, and must therefore be discharged. I think it quite right that these facts, which are the real facts of the case, should be known, for it is highly injurious that reports of what transpires in courts of justice should go forth to the public, as they very frequently do, with both the law and the facts misrepresented. I have thought it the more necessary to refer to this case, because it has been supposed, though erroneously, to affect cases in which orders have been made by this court, upon assignees under old fiats, who have appeared to have in their possession money, books, or papers, belonging to bankrupts' estates, which have come into their possession as such assignees. It frequently happens, in connection with those old fiats, which, even at this late period, are being brought into this court (and we find generally, that those in which the bringing in of the proceedings has been so long delayed, are just those which most require investigation, and in which money has been withholden from the creditors),—it is, I say, a case of frequent occurrence, that in pursuing these inquiries, we find that the assignees have either money remaining in their hands, or that they have had money of which they seek to discharge themselves, by alleging payments which they had no sort of right or authority to make. In the case to which Mr. Turner has adverted, and in which, upon an audit, we have recovered 540*l.* for the benefit of the estate, it appears that the assignees had conceived that, notwithstanding the Act of Parliament, under which this court is constituted, had deprived the old commissioners of all their jurisdiction, and although, from the passing of the Act, the power of the commissioners and of the assignees, further to pay or receive, was at an end, still they might go on paying and receiving, until the proceedings were actually brought into this court. Such was their view of the law, but it is a perfectly erroneous one, and contrary to the clear meaning and intention of the Act. Were it otherwise, an assignee would have nothing to do but to go on paying money until he had fritted away and got rid of all the assets in his hands, before the fiat found its way into this court. I think it right, therefore, to avail myself of this opportunity of stating the grounds on which I have brought my mind to the clear conclusion that this Court has not only the power to make an order upon the assignee, requiring him to pay over any money in his hands, but that it has all the powers of a court of record, to enforce obedience to such order. In looking at the Act before me, the 5th and 6th Vict. c. 122, I find that the first of these questions, the power to make the order, depends upon two of the sections, the 52nd and 53rd. By the 52nd section it is declared, that "all power, jurisdiction, and authority of the commissioners named in any fiat of bankruptcy, issued before the commencement of this Act (and by the interpretation clause the word 'fiat' is to be construed to include 'Commissions') shall cease and determine." It then goes on to empower the Lord Chancellor to transfer and remove any such fiat, either into the Court of Bankruptcy, "or into such of the courts authorized to act in the prosecution of fiats of bankruptcy under this Act, as he may deem fit," and it declares that "all further proceedings in every such fiat shall be thenceforth carried on in the court to which the same shall be transferred, in like manner as if the proceedings under such fiat had been originally commenced therein, &c." The fiat, then, having been so transferred under the authority given by this section, the next section, the 53rd, points out what the court into which it is transferred is to do. It enacts that, on the transfer taking place, "it shall be lawful for the court, which shall thenceforth act in the prosecution of such fiat, at its discretion, to appoint some one of the official assignees appointed, or to be appointed, under the said recited Act, or this Act, to act with the existing assignees, if any, under such fiat, and to direct the existing assignees to pay and deliver over to such official assignees all *moneys*, books, papers, and effects whatsoever, in their possession or custody, as assignees." So much, then, with respect to the power of the Court to make an order upon an assignee to pay or deliver over to the official assignee appointed under the authority of this Act, any moneys, books, or papers in his possession, belonging to a bankrupt's estate. It is perfectly clear, not only that it has the power to make such an order, but that, by the words of this section, it is expressly enjoined to make it. This being so, the next question which arises is this—the order having been made, what power has the Court got to enforce it? In dealing with this question, we must turn to two other clauses of the new Bankrupt Act, the 59th and the 66th; and the last of these sections is exceedingly important. The 59th section gives power to her Majesty to appoint twelve commissioners, in addition to the then existing commissioners of the Court of Bankruptcy, "to act in the prosecution of fiats in bankruptcy in the country;" and it then goes on to state, that "any one or more of such additional commissioners shall and may form a Court of Bankruptcy for the purposes of this Act—and that every such court shall be authorized to act in the prosecution of fiats in bankruptcy in the country, at such place, and in and for such district, as her Majesty, with the advice of her Privy Council, may be pleased to direct." The 66th section,—the next to which I shall advert, comprises no less than three different subject matters; and for that reason, perhaps, each one of them has not been so much and distinctly considered as it might and ought to have been. In the second clause of that section, it is enacted, "that any commissioner of the Court of Bankruptcy, authorized to act in the prosecution of any fiat directed to the Court of Bankruptcy, shall be deemed and taken to be a court, authorized to act in the prosecution of such fiat." These words were introduced into the Act, in consequence of a decision of the Court of Exchequer upon a case which occurred some years ago. In that case (*Rex* v. *Faulkner*, 2 Mont. & Ayrton, 311) was discussed the right of a single commissioner to fine for contempt—the contempt being the writing of a letter to the commissioner, referring to certain acts done by him, in his official capacity, when sitting alone. One of the chief points raised by the arguments in that case, and that on which the Court appears to have mainly decided it, was this—that, although by the Act of Parliament establishing the Court of Bankruptcy, that Court, consisting of four judges and six commissioners, was constituted a court of law and equity, and was declared to have all "the rights, incidents, and privileges of a Court of Record," and although by a subsequent section of the same Act, power was given to each commissioner to sit by himself, for certain purposes—yet there was nothing in the Act to shew that any single commissioner, when so sitting, constituted a court. It was likened to the case of a judge sitting at chambers, to transact business connected with the superior courts, and with respect to which it was the uniform practice, if a judge made an order when so sitting, to make it a rule of the superior court, before it was enforced by attachment. For the purpose of getting rid of this objection, the words which I have already read were introduced, declaring that any single commissioner, acting in the prosecution of any fiat directed to the Court of Bankruptcy, shall be deemed and taken to be a court for the prosecution of such fiat. The Court of Exchequer in that case (*Rex* v. *Faulkner*) decided that no single commissioner, sitting alone, had power to fine for contempt. That decision was declared to be law by a subsequent statute—5 & 6 Wm. 4, c. 29, s. 25—the proviso in which, however, the later Act of 5 & 6 Vict. c. 122, s. 66, has repealed on the clear legal principle—*leges posteriores priores contrarias abrogant*. The last branch of the 66th section of the 5 & 6 Vict. enacts "that every court so authorized to act in the prosecution of any fiat, or in the execution of *any duty, imposed or to be imposed on such court by this or any other Act hereafter to be in force*, shall have, use, and exercise all the powers, rights, privileges, and incidents of a court of record." The former part of the section, having made a commissioner sitting alone a court, this part of it gives to the court so constituted, all the powers of a court of record. I wish to direct particular attention to the words "in the execution of any duty imposed on such court by this Act," because I think, on referring to the 53rd section, which expressly directs the court to order the assignees to pay or deliver over all moneys, &c. in their hands, it is quite impossible to deny, that the making of such an order is a duty imposed on the court by the express words of this statute. It is quite clear, therefore, that the court has not only power to make the order, but that it is expressly enjoined to make it, and that it has all the powers for enforcing it, which belong to a court of record. I have the authority of the Chief Judge of the Court of Review for stating, that in the case *Ex parte Collins*, he decided nothing upon that point,—that that case had nothing whatever to do with it—and that his decision was confined to the single point raised by the facts which I have already detailed, and which I will not go over again. The power of the district courts to make such orders on assignees, as those of which I have been speaking, was in no way called in question. We now come to inquire, what are the powers of a court of record to enforce obedience to its own orders? and that point has been so long settled, that it is almost superfluous to advert to it. The law upon it is very clearly and plainly stated by Mr. Justice Holroyd, in the case of *The King* v. *Clement* (4 B. & A. 218). That was a case which determined that a court of general gaol delivery might enforce its orders by fine. At a trial for high treason, which took place at the Old Bailey, before Lord Tenterden and other judges, it was ordered by the Court, that no report of the proceedings should be published in any of the newspapers until the trial should have concluded. In spite of that order, one of the newspapers published the first day's evidence at length, and the learned judge who presided fined the party for the contempt a sum of 500*l.* That case was fought, throughout, in two courts—the Court of Queen's Bench, and afterwards in the Exchequer—and the right of a court of record to fine and imprison for contempt of its orders was very much discussed. It is unnecessary to go at length into the arguments, but we find that the point was established beyond all question. The Attorney and Solicitor-General, the late Lord Gifford, and the present Lord Lyndhurst, argued the matter very fully, and they cited from the Prac. Reg. in Chancery, 99, this definition of a contempt, viz. "a disobedience of the court, or an opposing, or despising, the authority, justice, or dignity thereof; it commonly consists in a party doing otherwise than he is enjoined to do, or not doing what he is commanded or required by the process, order, or decree of the Court." I would refer those who wish to investigate the matter more closely, to the luminous judgment of Mr. Justice Holroyd, delivered in the case. He says—"Courts, inferior to the courts at Westminster, may clearly fine and imprison for contempt, *if they are courts of record*, as the Court of Quarter Sessions, or the Court of Oyer and Terminer. Indeed, it is the constant practice of such courts to fine jurors who do not attend, &c." I think, then, looking at all these authorities, and at the different clauses of the Act of Parliament, there can be no doubt of the power of the Court to make such an order, as it is expressly enjoined to make in the 53rd section, and, having made it, it has all the powers of a court of record to enforce it, *proprio vigore*, and without reference to any other court. It is indeed perfectly true that the Court, having made an order, might refer the matter to the Court of Review, and call on that court to enforce it; and, probably, where there are funds in the hands of the official assignee to meet the expense of an application to that court, such would be the best course; but it would not be so in all cases. It frequently happens that there are no funds belonging to an estate except the property improperly kept back, and in such cases, if the power be in the court, as I believe it is, *proprio vigore*, to enforce its own order, it ought not to drive the official assignee to a more expensive and circuitous mode to attain an object for which his own powers are sufficient.

THE LEGISLATOR.

Summary.

Two subjects of great interest to the Lawyer have occupied the attention of Parliament during the past week.

Lord Brougham has introduced the great measure, digested by the Criminal Law Com-

mission, for the consolidation and codification of that branch of our jurisprudence. This is undoubtedly the most valuable document ever laid before the British legislature. As such, it was received by all parties, and with very general approval it was read a second time. It will go no further at present, that ample time may be given for examination of it by the Profession. Its introduction marks an era in the history of English jurisprudence. Great credit is due to the Commissioners, and to Lord Brougham as their spokesman, for the singular skill and industry with which they have condensed the law in this volume, for such it is.

The other matter of interest was Mr. WATSON's motion for an inquiry into the Chancery compensation job. His revelations astounded the House, and he was very nearly carrying his point, and beating the Government. Of course he had no difficulty in making out a case of unprecedented public plunder. We regret that we cannot also reprint his spirited and searching speech, which was marked by great ability, and will secure for him the thanks of the Solicitors and the suitors, as it did the general applause of the House. The monster abuse must not be suffered to rest unassailed: defeat should only stimulate to further efforts; and Mr. Watson should be energetically seconded in his assault by the petitions, and still better by the exercise of the private influence, of the Profession. The Law Institution will not stir in the matter, for obvious reasons, but the town and country solicitors might act without reference to that body, which is said to have had a hand in the affair.

Imperial Parliament.

HOUSE OF COMMONS.

PUBLIC BUSINESS TRANSACTED.

ROYAL ASSENT.
Friday, May 10.

Mr. Speaker reported the Royal Assent—to Exchequer Bills (18,407,800*l.*) Bill; International Copyright Bill; Dean Forest Encroachments Bill, Bolton and Preston Railway Bill, Great Western Railway Bill, Norwich and Brandon Railway Bill; Guildford Junction Railway Bill, Eastern Counties Railway (Brandon and Peterborough Extension) Bill, Manchester and Leeds and Heywood Branch Railway Bill; Yarmouth and Norwich Railway Bill; Manchester and Birmingham Railway (Macclesfield and Poynton Branches) (No. 2) Bill; Midland Railways Consolidation Bill, Severn Navigation Bill, Beccles Navigation Bill; Birmingham Canal Navigations Bill; Edinburg Cattle Market Bill; Glossop Market Bill; Edinburgh Poor Assessment Bill; Rochdale Gas Bill; Liverpool New Gas and Coke Bill; Durham County Coal Company Bill; Bow Brickhill Estate Bill; Brandes Burton Inclosure Bill; Schuster's Naturalization Bill; Dowager Lady Nugent's Naturalization Bill; Lascaridi's Naturalization Bill, Spartali's Naturalization Bill; Cababe's Naturalization Bill.

SESSIONAL PRINTED PAPERS.

Par. Num.
246. Bank of England—Correspondence.
251. Oil Cakes—Account.
254. Poor Law—Paper.
239. Bills—Ecclesiastical Courts (amended).
257. — Unlawful Oaths (Ireland).
258. — Assaults (Ireland).
249. — County Rates, &c.
Public Works (Ireland)—Twelfth Annual Report.
Criminal Offenders (England and Wales)—Tables.
253. Ecclesiastical Commission (Ireland)—Report.
259. Scindia—Papers.
271. Bill—West India Relief, &c.

BILLS READ A FIRST TIME.
Friday, May 10.

Dissenters' Chapels Bill.

Monday, May 13.

West India Relief.

Tuesday, May 14.

Forestalling, &c. Bill.
Smoke Prohibition.

BILLS READ A SECOND TIME.
Friday, May 10.

Customs Duties.

Monday, May 13.

Turnpike Acts Continuance (Ireland).
Unlawful Oaths (Ireland).
Assaults (Ireland).

BILLS READ A THIRD TIME AND PASSED.
Friday, May 10.

Factories Bill.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.
Friday, May 10.

Edwards Estate Bill.

BILLS READ A SECOND TIME.
Monday, May 13.

Preston and Wyre Docks.
[illegible]

Tuesday, May 14.

Lakenheath and Brandon Drainage.

BILLS READ A THIRD TIME AND PASSED.
Friday, May 10.

Northern and Eastern Railway.
Blackburn and Preston Railway.
Padstow Harbour.

Monday, May 13.

London Gas.
Bleddfa and Llangunllo Inclosure.
Farrington and Cwmgella Inclosure.
Edinburgh Relief.

Tuesday, May 14.

European Insurance Company.

Wednesday, May 15.

Salford Improvement, No. 2.
Figge's Naturalization.
British Iron Company.
Malan's Naturalization.

Bills in Progress.

THE FACTORIES BILL.

It contains seventy-four clauses, with four schedules annexed. The Act is to come into operation on the 1st of October next, except any provision which is otherwise specially mentioned. No inspector to act as a magistrate. Inspectors to enter factories and schools at any time to examine any register, &c. An office in London or Westminster is to be provided for the use of inspectors, and for the preservation of factory records. Clerks and servants to be appointed. Persons beginning to occupy a factory to send notice thereof to the office of the factory inspector. Certifying surgeons to be appointed by inspectors. Fees to be fixed by inspectors. The certificate of age, &c., to apply to only one factory, and may be annulled by the inspectors. Machinery to be guarded and factories kept clean. Notice to be given of any accident. Certifying surgeon to examine into the cause and extent of accidents. Actions may be brought on the report of an inspector, for bodily injuries received from machinery. Clocks to be provided for regularity in work, and registers to be kept in every factory. Children at eight years old may be employed in factories, but not to work more than seven hours a day; to go to school; young persons to be restricted to ten hours a day. Loss of time may be recovered. Work to cease on Saturdays at half past four o'clock. One hour, at the least, to be given at meal time. Half-holidays allowed, and attendance of children at school. Inspectors to give notice of dangerous machinery. All complaints under this Act to be preferred within two months. Proceedings to be taken before justices. Power given to distrain goods in factories belonging to persons convicted. Inspectors competent witnesses. Surgical certificates to be proof of age. Penalties for infringing the Act, or parents allowing children to be employed contrary to the provisions. Penalties to be applied for the establishment or support of day-schools for the education of children employed in factories. Appeal allowed in certain cases. A very long interpretation clause is set forth. Act may be repealed or amended. In the schedules the various certificates required are set forth, and directions given for carrying the government measure into operation. An abstract of this Act, and notices, to be hung up in every factory.

HOUSE OF LORDS.

CRIMINAL LAW CONSOLIDATION.

MONDAY, May 13.—Lord BROUGHAM moved the second reading of the Criminal Laws Consolidation Bill, the object of which was to effect a complete digest, not only of the criminal statute laws, but also of the common law, reducing it to written principles, so that the whole might form a certain criminal code easily understood and easily carried into execution.—The LORD CHANCELLOR said the subject was a most important one, and upon the propriety of the first part of the Bill—that relating to the consolidation of the statute law—a doubt could scarcely be entertained. Upon the second part, however, he felt so much doubt as to induce him to pause. He therefore recommended to his noble friend to have the Bill read a second time that night, and thus to pledge their lordships to the principle of his measure, after which he ought to take no further step this session, but to give time for inquiry and re-introduce it in the next session of Parliament. In the meantime the Government would take the matter up in conjunction with his noble friend, and every effort would then be made to render the measure as effective as possible. It might also be advisable immediately to repeal a number of dormant statutes, the revival of which might lead to inconvenience. Lords Denman and Campbell concurred in the propriety of this course of proceeding.—Lord Brougham assented, and the Bill was read a second time.—Their lordships then adjourned.

HOUSE OF COMMONS.

CHANCERY COMPENSATIONS.

TUESDAY, May 7.—Mr. WATSON moved for a committee to inquire into the compensations awarded to the persons filling certain lately abolished offices in Chancery. The annual sum which was now to be paid for compensations and salaries, and which was to come out of the pockets of the suitors, was 78,000*l.* a year. He referred most particularly to the clerks in court, some of whom were now receiving 7,000*l.* a year. They had had no fixed interest in the fees for the abolition of which this large compensation was given; these were fees which the Chancellor had power to alter from time to time. Mr. Watson shewed that no duties were done for them, and quoted a speech of Mr. Pemberton Leigh, condemning them as an enormity and an iniquity. The gentlemen in Chancery-lane received more than the First Lord of the Treasury or the Speaker of the House of Commons. The Bill giving these strange compensations had been hurried with remarkable celerity through Parliament, taking some of its stages after 12 o'clock at night, in the month of August, when the House was very thinly attended, and most of the lawyers were on the circuit. Compensations ought not to fall on the suitors' pocket or the suitors' fund; so much as ought to be paid at all should be paid out of the Consolidated Fund. The Solicitor-General (Mr. THESIGER), in opposing this motion, admitted that the state of things in the Six Clerks'-office at the date of this Bill had been a state of abuse. The office of the Six Clerks was then little more than a sinecure. Each had power to appoint ten persons, who were called the sixty or sworn clerks. They did only part of the duties, and employed agents under them, who, though they had no vested interest in their employments, were practically officers for life. The abuses connected with the establishment of the Six Clerks and sixty clerks were generally felt, and it was judged to be necessary that, in order to make way for a remedy, the then existing interest should be cleared away. The clerks, whose offices it was thus proposed to abolish, lent their aid to the whole scheme of Chancery reform, on the distinct understanding that they were to receive a full and fair compensation. This was done under the supervision of a commission composed of very distinguished men—Lord Langdale, Vice-Chancellor Wigram, Mr. Pemberton Leigh, and the late Mr. Sutton Sharp. The interest of the sworn clerks, though it had originated in abuse, was a vested interest, and had long been recognized as a matter of purchase and sale, of succession and of family arrangement. The attention of Lord Cottenham was specially called by Mr. Wainwright, the sworn clerk who prepared the Bill, to the compensation clauses, while the measure was in progress through the House of Lords; and Lord Cottenham saw no ground of objection. The Bill did not pass *sub silentio* through the House of Commons, where Mr. Ward made the same observation which had been repeated to-night about the disparity between political and professional remuneration, and Mr. Hume stated that he had examined the Bill, and had found it quite correct both in principle and in detail. Thus fairly and carefully was the Act of Parliament passed; and if there was any blame, which he did not, however, admit, it was the blame of the whole Legislature. He quoted previous compensation Acts, to shew that the Act now complained of proceeded upon precedent. It was a mistake to suppose that these compensations were thrown upon the suitors' fund; it was only from the suitors' *fee* fund that they were to be taken. The suitors would equally have borne this burden if the reform had not been made; with this difference—that then the burdens would have been permanent, whereas now it would pass away as the lives should fall in; but, at all events, there was no reason why it should be shifted from the suitors who were liable to it all along, upon the Consolidated Fund, or, in other words, upon the public who had nothing to do with it. He explained the liberal way in which the Chancellor had waived his own patronage in the new appointments under this Bill, for the sake of saving to the suitors. He concluded by appealing to the justice of the House whether it was reasonable, when a settlement had been fairly made, and the arrangements of domestic life completed on the faith of it, that a committee should be appointed to seek fresh grounds for the repeal of the Act of Parliament.—Mr. JERVIS said, that the Solicitor-General had furnished additional reasons for inquiry, by shewing that the Bill had been prepared by interested persons. If there was so good a case, why resist inquiry? He mentioned instances in which the Chancellor had, of his own authority, abolished fees taken by the sixty clerks, and argued thence that their interest was not a vested one. There was no vested interest but that of the Six Clerks, whose offices were patent ones; to the case of the sworn clerks, the principle of compensation was inapplicable. But still looser was the way in which the amount of it was calculated; for new judges were appointed who cleared away the arrears; and there was consequently an end to all these profits which the arrears had yielded, but which profits were yet calculated into these compen-

sations. At all events this was a case for inquiry.—Mr. Redhead Yorke supported the motion. He never saw a case which more required reconsideration, or would leave a greater responsibility on a Government refusing inquiry.—Sir J. Graham said, that length of time, though it could not warrant injustice, might sometimes fortify a title originally unsound. The bill had been prepared and completed under the sanction of the commissioners before-mentioned; and one of them, Lord Langdale, had conducted it through the House of Lords, where it received the marked attention of Lord Cottenham. In the House of Commons, the conduct of it was taken by the present Lord Chief Baron, then Attorney-General, than whom no man had ever enjoyed in a greater degree, or more justly, the confidence of the House. (Much cheering from both sides.) The execution of the Act was committed to the Lord Chancellor, and he acted with the judicial assistance of Lord Langdale and Vice-Chancellor Wigram in the adjustment of the compensations. After all these cautions, it did not seem probable that any useful purpose could be answered by any inquiry which the House could now institute.—Mr. Williams pronounced it a gross job. It was part of the general system of oppression by indirect taxation.—Mr. C. Buller, in opposing this inquiry, begged the House to recollect the great evils entailed upon the public by the existing state of the law, and not to allow that a false economy should multiply objections and obstacles to measures of law reform. There never were reformers more sincere than those by whom these compensations had been sanctioned. No larger sum was paid from the date of the change than had been paid before; but you had this advantage—that you had commuted a permanent payment into a terminable annuity. If you meant to get the co-operation of those who could aid or impede your reforms, you must be liberal in your compensations; and when you found a man who had reason to look upon his income as a permanent one, though his interest in it should not be actually vested, you should treat him as person entitled to compensation. He (Mr. C. Buller) then adverted to another matter included in Mr. Watson's proposed inquiry—the general subject of taxation. He insisted upon the general hardship of throwing the whole expenses of litigation upon individuals; he thought that all officers in courts of justice should be salaried by the public like policemen, and not paid by fees from the suitor.—Mr. Warburton feared that if you gave these large compensations, you would disgust the public with all law reforms. The mover had admitted the principle of fair compensation, but the question was here, what *was fair*?

Mr. Watson replied, and the House divided—

Against his motion	84
For it	68
Majority against it	16

NEW STATUTES.

Of the Session 7 Victoria.

(*Continued from page* 42.)

[In this record of actual Legislation, we adopt the plan of giving the titles alone of the statutes of no general or professional interest; and analyses of the more important changes in the law, printing at length such statutes or parts of statutes only as are of particular interest to our readers.]

Cap. IX.

An Act for punishing Mutiny and Desertion, and for the better payment of the Army and their Quarters.—(April 2, 1844.)

This is the Annual Mutiny Act.

Cap. X.

An Act to Indemnify such persons in the United Kingdom as have omitted to qualify themselves for Offices and Employments, and to extend the Time limited for those purposes respectively until the Twenty-fifth day of March, One thousand eight hundred and forty-five.—(April 2, 1844.)

This is the Annual Indemnity Act.

Cap. XI.

An Act for the Regulation of her Majesty's Royal Marine Forces, while on Shore.—(April 2, 1844.)

PARLIAMENTARY RETURNS.

The Police Force.—A return of the number of the Irish police force, and of the Metropolitan Police, in each year since they were established, and the amount of public money voted for the same in each year, has been printed on the motion of Mr. W. Williams, the member for Coventry. The first branch of the return relates to the Irish constabulary force, which was re-organized on the 1st of October, 1836. It appears that, with respect to this force, the number of head and other constables amounted in 1837 to 7,388; in 1838, to 7,938; in 1839, to 8,135; in 1840, to 8,309; in 1841, to 8,345; in 1842, to 8,996; in 1843, to 8,766; and in 1844, to 8,887. The number of officers averaged about 275, and the number of stipendiary magistrates to about 55, yearly. The total annual expense of this force amounted, in 1837, to 357,275*l.* and in 1844, to the sum of 436,152*l.*; the highest amount having occurred in the year 1843, when the expense reached 441,605*l.* The larger proportion of this expense is borne on the Consolidated Fund, and the smaller proportion by the various counties and cities of Ireland. The charges are never defrayed by Parliamentary votes, but by advances from the Consolidated Fund as the service requires. Turning to the Dublin Metropolitan Police we find that the total annual strength of that force (including the superintendents, inspectors, serjeants, and constables, &c.) amounted in 1838-39, to 1,010; in 1839-40, to 1,210; in 1840-41, to 1,150; in 1841-42, to 1,150; in 1842-43, to 1,180; and in 1843-44, to 1,130. The total sums voted by Parliament in each of the above years, having been respectively—28,732*l.* 33,963*l.* 34,959*l.* 38,100*l.* 35,600*l.* and 31,400*l.* We next proceed to our own Metropolitan Police Force, established in the month of September 1829: the total strength of this valuable body of men (inclusive of superintendents, inspectors, and serjeants,) was in the year 1830, 1,039; in 1831, 3,338; in 1832, 3,350; in 1833, 3,398; in 1834, 3,395; in 1835, 3,408; in 1836, 3,420; in 1837, 3,502; in 1838, 3,475; in 1839, 3,499; in 1840, 3,687; in 1841, 4,338 (this increase being accounted for by the circumstance of the police district being considerably increased in the year 1840); in 1842, 4,394; in 1843, 4,393; and in 1844, 4,673. There is no amount of public money voted for the police of this metropolis in each year, but the Act 3 & 4 Wm. 4, c. 89, provides for the payment of a certain proportion of money from the Consolidated Fund, towards the maintaining of the police, not exceeding the sum of 60,000*l.* in any one year. The New Police Act (3 & 4 Vict. c. 47), which was passed by the Whig Ministry in the year 1839, provides for an additional yearly sum out of the Consolidated Fund, not greater in each case than the amount of 2d. in the pound on the additional rental assessed to the Metropolitan Police by reason of such addition.

Grand Jury Presentments (Ireland).—We have been put in possession, by order of the House of Commons, of abstracts of the accounts of presentments made by the grand juries of the several counties, cities, and towns in Ireland in the year 1843 (pursuant to the Acts 49 Geo. 3 cap. 84, and 4 Geo. 4, c. 33). It appears from this Parliamentary paper, that the following were the gross total amounts of the presentments in the various counties of Ireland (exclusive of re-presentments) for the past year, viz.:—In Antrim, 60,938*l.*; in Armagh, 24,891*l.*; in Carlow, 17,429*l.*; in Carrickfergus, 798*l.*; in Cavan, 24,415*l.*; in Clare, 44,641*l.*; in Cork, 77,390*l.*; in Cork (city), 43,963*l.*; in Donegal, 35,055*l.*; in Downshire, 42,251*l.*; in Drogheda, 2,519*l.*; in Dublin (county), 25,925*l.*; in Dublin (city), 31,455*l.*; in Fermanagh, 20,477*l.*; in Galway, 43,788*l.*; in Galway (town), 4,259*l.*; in Kerry, 41,694*l.*; in Kildare, 21,593*l.*; in Kilkenny, 29,702*l.*; in Kilkenny (city), 3,067*l.*; in King's County, 24,805*l.*; in Queen's County, 24,127*l.*; in Leitrim, 19,206*l.*; in Limerick, 37,917*l.*; in Limerick (city), 4,974*l.*; in Londonderry, 31,322*l.*; in Longford, 18,944*l.*; in Louth, 15,847*l.*; in Mayo, 35,289*l.*; in Meath, 30,151*l.*; in Monaghan, 19,574*l.*; in Roscommon, 30,442*l.*; in Sligo, 22,072*l.*; in Tipperary, 68,751*l.*; in Tyrone, 41,2[illegible]*l.*; in Waterford, 23,924*l.*; in Waterford (city), 4,540*l.*; in Westmeath, 29,733*l.*; in Wexford, 37,33[illegible]*l.*; and in Wicklow, 25,858*l.* The total amount of presentments for the whole of Ireland was, consequently, 1,142,302*l.* exclusive of re-presentments. The sum of 111,850*l.* was for new roads, bridges, pipes, &c.; 323,330*l.* for repairs of roads and bridges; 8,604*l.* for the erection or repair of Courts of Session-houses; 5,264*l.* for the building, &c. of gaols, bridewells, houses of correction, &c.; 88,264*l.* for all other prison and bridewell expenses; 189,090*l.* for police and police establishments; 97,815*l.* for the salaries of certain county officers; 95,657*l.* for public charities; 134,476*l.* for repayment of advances to the Government; and 96,573*l.* for miscellaneous matters.

Bank of England Notes.—A return of an account of notes of the Bank of England in circulation, the amount of deposits and securities, and amount of bullion in the Bank at the close of business, in every week, from the 7th of July, 1840, to the 2nd of March, 1844, has just made its appearance. It is a pity that the framers of this return have neglected to append an annual general abstract, by which the reader might be enabled, at a glance, to make himself acquainted with the policy of the Bank in regard to their assets and liabilities. Taking only the present year—for it would require considerable time and labour in order to afford a summary of the whole period, we find, that on the 6th of January, 1844, the bank-notes in circulation amounted to 19,528,000*l.* (including those issued by the branches), and that at the same time bullion to the amount of 15,271,000*l.* was lying in the Bank vaults; on the 13th of January the bank-notes in circulation amounted to 21,268,000*l.* and the bullion to 15,299,000*l.*; on the 20th of January the bank-notes in circulation amounted to 21,934,000*l.* and the bullion to 15,376,000*l.*; on the 27th January, the bank-notes to 22,030,000*l.* and the bullion to 15,555,000*l.*; on the 3rd of February, the bank-notes to 22,061,000*l.* and the bullion to 15,692,000*l.*; on the 10th of February, the bank-notes to 21,791,000*l.* and the bullion to 15,803,000*l.*; on the 17th of February, the bank-notes to 21,578,000*l.* and the bullion to 15,974,000*l.*; on the 24th of February the bank-notes to 21,307,000*l.* and the bullion to 16,107,000*l.*; and on the 2nd of March the amount of bank-notes in circulation was altogether 21,206,000*l.* and the bullion in the coffers of the establishment, 16,162,000*l.* It appears from a second return (moved for by Mr. C. Wood, M.P.) that the total number of country bankers who act with Bank of England notes exclusively amounts to 43 (2 being in the metropolis, 7 at Liverpool, 7 at Newcastle, 7 at Portsmouth, 5 at Birmingham, and 4 at Manchester), and the total amount of their credit 2,429,000*l.* The rate of discount charged to the country bankers who have fixed amounts is stated at 3*l.* per cent. per annum.

Grain and Flour.—Mr. Hawes, M.P. has obtained a return of an account shewing the total quantities of foreign and colonial grain and flour entered for home consumption, at each rate of duty, from the 5th of January, 1843, to the 5th of January, 1844, &c. We find from this paper that the total quantity of foreign wheat entered for home consumption in the United Kingdom during the past year, under the Act of the 5th of Victoria, sess. 2, cap. 14, was 844,319 quarters, at rates of duty extending from 14s. to 20s. per quarter; 731,298 quarters were entered at the lower duty (14s.), and 17,824 quarters at the highest of all (20s.) The quantity of wheat flour entered during the same period was 30,393cwt. 12,407 quarters of British colonial wheat (and 176,367cwt. of British colonial flour) were entered at duties ranging between 1s. and 5s. per quarter. The quantity of foreign barley imported amounted to 222,745 quarters, at duties ranging from 6s. to 10s. per quarter. The total quantity of foreign oats, to 41,479 qrs. at duties of 6s. 7s. and 8s. per quarter. The quantity of rye imported was 2,724 quarters; that of peas, 36,184 qrs.; and that of beans, 45,702 quarters. The quantity of wheat imported from Canada under the new Act 6 & 7 Victoria, c. 29 (which came into operation last October), amounts to 12,412 quarters, at the duty of 1s. a quarter; and the quantity of wheat flour to 220,117 cwt.

THE MAGISTRATE.

Summary.

We have procured a verbatim report of the important judgment of the Queen's Bench in the case of *Reg.* v. *The South-Western Railway*, which reviews the much-agitated question of the rating of railways. This case was decided rather upon its peculiar merits than upon the principle, but nevertheless it will be a standing authority upon the subject, and therefore we have given it thus at length.

REPORTS OF MAGISTRATES' CASES.

By Adam Bittleston, Esq. of the Inner Temple, and J. C. Symons, Esq. of the Middle Temple, Barristers-at-Law.

QUEEN'S BENCH.—Easter Term, 1844.

(*Continued from page* 110.)

Wednesday, May 9.

Reg. v. The Justices of Cornwall.

When the Court of Quarter Sessions has decided on the materiality of any omission in the examination of a pauper, or in the grounds of appeal against an order of removal, this Court will not interfere; and the magistrates' costs must be paid by the parties making the application.

On the removal of Richard Gray and his family from the parish of Kenwyn to the parish of Redruth, both in the County of Cornwall, the overseers and churchwardens of the parish of Redruth gave notice of appeal; and stated as one of the grounds of appeal, that "subsequently to the acquisition by Richard Gray (the father of the pauper, from whom the alleged settlement in the parish of Redruth was derived) of his alleged settlement in Redruth, the said pauper acquired a settlement by inhabiting, as an apprentice, by the space of forty days and upwards, in the parish of Aberavon, in the county of Glamorgan, at divers intervals in the years 1822, 1823, 1824, and 1825, or thereabouts, under and in pursuance of an indenture duly made and executed by the said Richard Gray, and one James

Jenkins, now of Aberavon and then a mariner, in or about the year 1822, whereby he bound himself to serve, &c." There were several other grounds of appeal, setting up settlements gained by inhabiting in other parishes, "under and in pursuance of the said indenture." The appeal came on to be tried at the General Quarter Sessions of the Peace in and for the County of Cornwall, held at Bodmin, on the 17th of October, 1843; when the respondents proved the settlement of the pauper's father in the appellant parish; the appellant's counsel then proposed to go into evidence to prove the pauper's subsequent settlement by apprenticeship in the parish of Aberavon; but the counsel for the respondents thereupon insisted that the grounds of appeal were defective, in not stating particularly the date of the indenture of apprenticeship therein set forth, and that the appellants, therefore, were not at liberty to give any evidence in support of them; and the Court of Quarter Sessions, so holding, confirmed the order of removal. In last Hilary Term, the appellants obtained a rule *nisi* for a *mandamus* to the justices to enter continuances and hear the appeal.

The following cases were then referred to: *Rex.* v. *The Justices of Derbyshire* (*Castleton* v. *Bradwell*), 6 Add. & Ell. 885; *Reg.* v. *The Justices of the West Riding of Yorkshire* (*Drighlington* v. *Pudsey*), 2 Q. B. 505, 1 Gale & D. 706; *Reg.* v. *North Bovey* (2 Q. B. 500); *Reg.* v. *Inhabitants of Stowford* (2 Q. B. 526); *Reg.* v. *The Inhabitants of Stoneleigh* (2 Q. B. 530), and *Reg.* v. *The Inhabitants of St. Margaret, Rochester* (2 Q. B. 533).

M. Smith now shewed cause. The case of (*a*) *Reg.* v. *Justices of Kesteven, Lincolnshire* (3 Law T. p. 55), decided in this court during the present Term, is a conclusive authority against this rule. There the sessions held, that an omission to state in the grounds of appeal the particular house in which the apprentice resided was, under the circumstances of that case, a material omission, and the Court refused to interfere.

DENMAN, C. J.—Mr. Greenwood, what do you say to this case?

Greenwood, for the appellants.—This objection to the grounds of appeal assumes as a fact, that every indenture of apprenticeship bears date.

DENMAN, C. J.—No! The sessions say, that in this case the date ought to have been stated, they hold the omission material, and we cannot interfere. The rule must be discharged.

Greenwood.—I hope not with costs. The case of *Reg.* v. *The Justices of Kesteven* was not decided when this appeal was tried.

DENMAN, C. J.—If the magistrates are the real defendants, their costs must be paid.

Rule discharged, with the costs of the justices only.

REG. *v.* FRAMPTON.

A defendant in an indictment for the non-repair of a highway, is not entitled to be discharged from the indictment upon the production of a certificate of two justices and affidavits, which merely state that "the road is now in repair;" they should shew something done since the finding of the jury.

Barstow shewed cause against a rule obtained by *Cockburn*, Q.C., on a previous day in the present Term, calling on the prosecutor of an indictment for the non-repair of a highway, situate in the parish of Wool, in the county of Dorset, to shew cause why a fine of 6s. 8d. should not be levied upon the defendant; and why, upon payment of the same, he should not be discharged from the said indictment. The rule was obtained upon the production of a certificate signed by two justices, and an affidavit of one John Swaffield, bailiff, stating that they had severally viewed the road, and that "it is now in repair." It is submitted that that is not sufficient, and that a defendant, liable *ratione tenuræ* to repair a road, cannot discharge himself from an indictment for non-repair found against him without shewing that, since the verdict, some money or labour has been expended upon it; otherwise, the Court would be called upon to try over again upon affidavit the question already decided by the jury. Here the certificate of the justices and the affidavit of Swaffield merely contradict the finding of the jury, that the road was out of repair.

Cockburn, Q.C. contrà.—It is quite clear that this certificate and affidavit are no contradiction of the finding of the jury; they refer to a different time; and the fact that the road is at present in repair is not denied by any affidavit on the other side.

DENMAN, C. J.—I think the more reasonable course will be to enlarge the rule.

Cockburn, Q. C.—I hope your lordship will allow us to amend our affidavits.

Barstow.—I trust not. I am entitled to discharge the rule according to the practice of the court; but I consent to its being enlarged.

DENMAN, C. J.—The rule must be enlarged.

(*a*) *Rule enlarged.*

(*a*) An accurate report of this case will be published in the forthcoming part of these reports.

(*a*) See Rex *v.* Inhabitants of Witney (5 Dowl. P.C. 728).

THE LAWYER.

Summary.

FROM the *Times* we take the following letter on the County Courts Bill, shewing how preferable would be a reconstruction of the Courts of Quarter Sessions, where the machinery is already existing, and there would be neither compensation to old officials nor the cost of new ones. It will be seen, that the proposition is similar to that which the LAW TIMES was the first to submit to the Profession, and we are glad to have the aid of so able an ally as the RETIRED BARRISTER, whom we should be glad to number among our correspondents.

"TO THE EDITOR OF THE TIMES.

"Sir,—Believing it to be the intention of Government to introduce a County Courts Bill during the present session of Parliament, permit me, with much deference, to submit the following observations to your superior judgment.

"I am one of (I believe) a vast majority of my countrymen who think that where alteration in any branch of the administration of the law is called for, it should be based, if possible, upon the ancient and existing institutions of the country. Instead, therefore, of creating new courts of law, and thereby altering and unfixing the settled notions and habits of the community, and necessarily causing additional expense and vexatious attendance and trouble to jurors and suitors, I trust that you will agree with me in thinking that it would be far preferable that any alterations required in our legal proceedings should be grafted on the old courts and system as at present existing.

"The criminal law of this country (apart from the metropolis) is, in the main, administered at the assizes and quarter sessions—time-honoured and well-known tribunals. The civil rights of the subject, those of the greatest importance, are also litigated and adjusted at the assizes; whilst those of inferior importance, which form the great bulk of the affairs and business of life, are disposed of in inferior courts of local jurisdiction, known to be irresponsible in their composition, expensive and arbitrary in their proceedings, and capricious and unsatisfactory in their decisions. To transfer the adjustment of this portion of the civil rights of the subject from courts of this description to tribunals to be presided over by competent and responsible judges, may, I humbly submit, be carried into effect without any other change than the making the Courts of Quarter Sessions civil as well as criminal courts of judicature.

"All the necessary capabilities, machinery—in a word, the staff, for effectuating this great object, are, with one exception (but that a great one), ready at hand—officers, courts, and fixed times of holding—respected, accustomed, and well known: a judge only is wanted, hitherto the stumbling-block of this much-desired change in this country, although the successful experiment of the appointment of assistant barristers in Ireland ought long since to have paved the way for the establishment of similar judges in the Courts of Quarter Sessions in England.

"The objection (and it may be, politically speaking, a delicate one) addresses itself to the retirement of the present chairmen of the Courts of Quarter Sessions. The present Government is too strong to permit such an objection to weigh for one moment against the introduction of a measure by which the administration of justice in this great country, as regards the civil rights of the great majority of its inhabitants, would be so manifestly improved. As a body, however well-intentioned the chairman may be, it must be admitted that in qualifications, even as criminal judges, they must yield to individuals (such as no doubt would be selected), who, being in daily practice in the superior courts in London as well as on the circuits, familiar with the ever-varying decisions of the judges, breathing the very atmosphere of law, would be regarded, from their talents, knowledge, and experience, as future candidates for the highest honours in their profession. The decisions of such men in the criminal Courts of Quarter Sessions would be looked up to, respected, and give unmixed satisfaction, because, being strangers in their several districts, they would have no local feelings or prejudices to gratify, no knowledge of the parties before them but what the depositions contained, no other object in view but the impartial and indifferent administration of justice according to the very letter of the law. Why not permit the same gifted individuals also to hear and determine the civil rights of the subject in the same courts, in the same places, and before the same juries? No change but in the chairman would then be required to assimilate the practice and respectability of the Criminal Court of Quarter Sessions to that of the Crown Court at the assizes. No change in the litigation and adjustment of the civil rights of the subject would be requisite, if, instead of the establishment of new judges, additional and experimental courts of judicature, with their necessary concomitant inconveniences and expense, the simple plan were adopted of permitting the same judge and the same jury to dispose of the civil causes after they had disposed of the calendar of prisoners. You would then have two intelligible, distinct, and concurrent tribunals throughout the land, viz. the assizes for the disposal of greater causes and crimes, the courts of quarter sessions for the disposal of those of an inferior nature, both courts presided over by competent and satisfactory judges, for their decisions and their demeanour will be always under the public eye. Besides, every juror and suitor would at once be sensible of the broad distinction between the two classes of courts, the latter of which, if carried out as proposed, would do no violence to long-established opinions and habits, give very little, if any, perceptible additional trouble to parties attending the Quarter Sessions; but, what is of far greater, indeed of immeasurable importance, would eventually give greater stability (if possible) to our legal institutions, to which the people of this country have already so deeply-rooted an attachment.

"But if, instead of this simple plan, you create new courts and new jurisdictions in civil matters, necessarily preserving all the criminal, and in cities and boroughs the civil, courts which at present exist, you unsettle the public mind by their very novelty, you entail certain expense by their experimental establishment upon the public purse, cause additional harassing and vexatious attendance of jurors (already with too much justice complained of), and offer to the many a specious pretext for dissatisfaction with the hitherto venerated institutions of (what they would then call) this law-ridden country.

"The people appear to be at present perfectly apathetic on the subject of local courts, and therefore if, instead of this experimental, expensive, and uncalled-for legislation, the appointment of good and sound lawyers to preside over the Courts of Quarter Sessions in the way proposed should hereafter prevent the necessity of having recourse (to say the least of it) to so doubtful an innovation, the Conservative Government, of which you form so distinguished a supporter, would have the high satisfaction of reforming without scarcely altering, of improving without impairing, of invigorating without endangering, the long-established, time-honoured, and venerated legal tribunals of our beloved country.

"If these observations should be the means only of calling your attention to this very important subject before the Legislature shall have become pledged to the introduction of the proposed County Courts Bill, the object of the writer will be partially attained.

"I have the honour to be, with many apologies for the intrusion, your most obedient servant,

"A RETIRED BARRISTER."

London, May 12.

LEGAL INTELLIGENCE.

INUTILITY OF GRAND JURIES.

MANSION-HOUSE.—On Thursday the clerk to Messrs. Gregson and Co., solicitors applied to Sir P. Laurie to be allowed to give in bail to answer for the appearance of a person who had been indicted before the Grand Jury, for having published a libel reflecting upon the character of another.

Sir P. Laurie said, the observations which had been made on the subject of grand juries last sessions at the Central Criminal Court, were calculated to attract the attention of the Government in a very emphatic manner to the question of the propriety of the institution. It was of course known to the gentlemen who attended upon the part of the defendant, that a presentment at that time to the Commissioners of the Central Criminal Court designated grand juries was wholly useless, and rather calculated to defeat than to serve the ends of justice.

The solicitor said he was aware of the fact.

Sir P. Laurie desired to be informed under what circumstances the case alluded to appeared before the Grand Jury?

The solicitor declared, that he believed the defend-

ant was wholly ignorant of the particulars, but it was conjectured that a letter, written by the defendant, containing matter presumed to be libellous, and calculated to do injury to the individual reflected upon, had been laid before the grand jury, and a true bill found, and that a warrant was about to be issued for the apprehension of the accused. That was the state of the case, as had been by some means or other ascertained by the defendant, who was connected by ties of blood with the complainant. The former, upon hearing that the bill of indictment had been found, was advised to keep out of the way until the necessary arrangements should be made to meet the accusation.

Sir P. Laurie declared, that he felt gratification at the appearance of an opportunity for exciting the observations of practical men on a subject of such vast importance to the community as the grand jury system. Mr. Clark, the clerk of the arraigns, than whom no man was a higher authority with regard to the working of the system, was most decidedly of opinion that no man was safe who was subjected to the operation of such a power. He entirely agreed in the views of that excellent officer, and considered that there should be no intermediate authority between the committing magistrate and the trial of the accused. To say nothing of the intolerable inconvenience and expense, the perversion of justice frequently resulting from the temptations which presented themselves to persons liable to be tampered with in the interval between a charge and the preferring of a bill was most frightful. To be sure, the recent order made by the judges that a qualified person should be present at the sittings of the grand juries to see that the evidence of the witnesses in support of the presentments was in accordance with that in support of the charges when originally made, had accomplished great good; but still there were inherent faults in the system, which partial applications could not remedy.

The solicitor said he was astonished when he was told that a bill had been presented and found upon the occasion to which the magistrate's attention had been thus particularly called, as the usual mode adopted in cases of alleged libel was by criminal information in the Court of Queen's Bench or by action at law. He was rejoiced that his application had called forth the observations of Sir P. Laurie, as every thing should be done to show the necessity of prompt interference of Government to remedy the grievance.

Sir P. Laurie.—I believe that no two gentlemen, however extensive may be their practice, are qualified to form a more correct judgment on this important question than Mr. Clark, the clerk of the arraigns, and Mr. Goodman, the chief clerk of this justice-room. I should wish to be guided by them on this matter. I know, and I have long complained of the delay and the palpable injustice to which prosecutors and witnesses have been exposed, and I have been always impressed with the feeling that the accuser and the accused should be placed face to face, and I trust that her Majesty's Government will make inquiry into the merits of a question which is becoming daily more important to the community.

Sir P. Laurie then accepted the bail in the usual form.

PROCEEDINGS OF LAW SOCIETIES.

PETERBOROUGH.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The petition of the undersigned Attorneys at Law, resident in the city of Peterborough, humbly sheweth,

That considerable outlay being required before your petitioners are enabled to practise, and their being subjected to an annual tax of eight pounds in the exercise of their profession, occasions in them much surprise when they find in section 75 of the County Courts Bill, now before your honourable house, that except by leave of the judge, they will not be entitled to argue any question as advocates for others in the Courts to be established by the Bill.

That the time and knowledge required to prepare the case and evidence, is the same on an average in any action of Assumpsit, Case, Debt, or Replevin, whether the amount sought to be recovered be forty shillings or forty pounds. Nor is the duration of the trial less, by reason of the amount of debt or damages awarded by the jury.

That the maximum costs of fifteen shillings to be allowed the plaintiff's attorney in any of the above actions in the County Cou ts, are wholly inadequate to the time and labour which must necessarily be consumed from first to last in the proceedings: and even these your petitioners observe are not to be considered as costs in the cause, unless the judge shall so order.

Your petitioners, therefore, most respectfully ask for a removal of the restriction pointed out in section 75; and with equal respect beg to solicit, that a moiety of the costs and expenses allowed to attorneys in actions under twenty pounds, now heard by writ of trial before the sheriff, be paid to attorneys in the County Courts; or for such relief in the premises, as to your honourable house shall seem meet.

And your petitioners will ever pray, &c.

NORWICH AND NORFOLK.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of the Attorneys and Solicitors of the Norwich and Norfolk Law Society, sheweth,

That your petitioners approve of the principle of a bill now depending in your honourable House, for the more easy recovery of small demands in the County Courts of England.

But your petitioners most strongly protest against the 75th clause, by which it is intended to prevent any barrister or attorney from being heard *as of right* in the proposed courts, and provides a most inadequate remuneration for professional services when employed.

They most respectfully submit to your honourable House, that, for the benefit of the suitors themselves, such a remuneration should be allowed for professional assistance as will secure the services of persons of reputable character, and that such remuneration should be made costs in the cause.

Your petitioners also submit that all summonses, warrants, precepts, and writs of execution should be issued by the attorneys, conformable to the uniform practice in all courts, and the registering of them only should be the duty of the clerk; but by the 13th section, as it now stands, a monopoly will be created in the sole power of the clerk, which may give occasion to irregular practices in fees between the clerks and the suitors, and not very easily to be controlled or prevented by the Court.

Your petitioners therefore pray, that the 75th clause may be either expunged from or amended in the said Bill, and that the 13th clause may be so altered as to secure the issuing of process by the attorneys. And your petitioners will ever pray, &c.

Signed on behalf of the above Society,

JOHN SKIPPER, Chairman.

CORRESPONDENCE.

PROFESSIONAL MALPRACTICES.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I hold in my hand "The Justice of the Peace," of the 13th April, 1844, the names of whose editors, "Charles Clark, Esq., Barrister at Law; John Mee Mathew, Esq., Barrister at Law; and J. L. Jellicoe, Esq. (?), stand forth in Roman capitals upon its first page. I have no objection to Messrs. Clark, Mathew, and Jellicoe giving (like the Village Apothecary) "advice to the poor gratis," but I do object, and through your columns beg respectively to protest against the perpetual and indecent violation of professional usage and propriety perpetrated by these gentlemen in answering, through the columns of their newspaper, cases which evidently arise in actual practice, the answering of which cannot be justified by any desire of giving "Advice to the poor gratis." In page 251, of the number alluded to, is a case commencing thus—"Two parishes having suspended hostilities for your opinion on the following case, will you be so good as to give an answer to the following case?" and an answer is given. With a paper published anonymously, such a mode of arbitrament would seldom be resorted to, the decision of an unknown would be considered valueless; but the people who state such questions as these, and select "The Justice of the Peace" for their Mentor, perfectly well know that, even if the tail-end of the Editorial Triumvirate be no higher than an unwigged student at law, or not so high, Messrs. Clark and Mathew are barristers, who, by emblazoning their names on the title-page, become responsible to the public for the correctness of any opinions which they and their coadjutor, as editors, advance.

A client of mine (a magistrate of station and fortune) consulted me on a doubtful and important point connected with his *private affairs*; I thought it highly proper to consult counsel, and proposed to prepare a case. "Oh, no (said my client), you need not do that, as I can get a counsellor's opinion for nothing, by sending a statement to 'The Justice of the Peace.'" He did send, and he got what was wanted, and I and some barrister were thus deprived of our legitimate fees.

Yours, &c.,

Liverpool. AN ATTORNEY.

TO THE EDITOR OF THE LAW TIMES.

SIR,—In reference to your publishing my name as an "Advertising Attorney," I have to complain that your remarks upon my letter of explanation of the 28th Feb. last, were more calculated to retain than to remove the odium which has been most unjustly attached to my professional character; and I, therefore, take this opportunity of stating, that Messrs. Cowburn and Norris, of Settle (having just then entered into partnership), were the gentleman who inserted a card along with mine in the *Leeds Mercury*; and, as a proof of their respectability, I beg to refer you to the LAW TIMES of the 6th April last, where they advertise for sale by auction upwards of 250 acres of land, and other property. I think you will agree with me, that these gentlemen were not actuated by dishonourable motives, in announcing to the Profession that they had become partners, in the method universally recognized and adopted in this county; and, therefore, why should such motives be imputed to me, when I took the same simple course, to make known to the Profession, also, that I had ceased to be a clerk and had taken a higher stand amongst them?

I served my articles with Mr. S. F. Harrison (of the late firm of Harrison and Brown), of this town, one of your earliest subscribers, and a gentleman of high standing in the Profession, and was in the office of him and his partner for upwards of eleven years, and they will bear testimony to my character and respectability, as also will my agent, Mr. Fiddey, 3, Paper-buildings, Temple.

I concur in the laudable course taken by your journal in exposing the abuses of the Profession; but, I submit, that if, in doing so, it has been the means of inflicting an unmerited injury, it is the duty of the gentleman who conducts it, to make due reparation.

I am, Sir, your obedient servant,

JOS. FRANCE.

Wakefield, 7th May, 1844.

[We deem Mr. France's explanation perfectly satisfactory. If it be the custom of the Profession in Yorkshire to advertise their cards, he cannot be blamed for doing as others do; but it is a custom that all should abandon, because, once permitted, there is no limit to its indulgence. We cannot give up the names of informants in *any case*.—ED. LAW TIMES.]

TO THE EDITOR OF THE LAW TIMES.

SIR,—I thank you for your reply of the 11th inst. and, in return, beg to say, as to the Welsh attorneys' clerks, that there are three modes of meeting the nuisance:—

The first, too expensive and slow even to bear mentioning.

The second, by the solicitors within a circuit of thirty miles, refusing to meet or correspond with such clerks, or their pretended masters—and by such solicitors intimating to the Bar that such men are without the pale.

The third, by making it known that the worthies who cloak such clerks cannot compel payment of any costs for their services or for those of such clerks.

I am, Sir, your obedient servant,

A. T. STEAVENSON.

Darlington, 13th May, 1844.

SELECTIONS FROM CORRESPONDENCE.

G. J. sends the following on the subject of SHERIFFS' FEES.

I observe, in a recent number, a short article on the subject of fees to sheriffs; and by which you seem to lay down that the sheriff is now entitled to poundage on *ca. sa.'s*; will you, therefore, allow me to call your attention to 5 & 6 Vict. c. 98, sec. 31, being "An Act to amend the Laws concerning Prisons" (passed 10th August, 1842), which section enacts that after 1st March, 1843, no poundage shall be payable to sheriffs, &c. for taking the body of any person in execution.

The Act has placed the sheriffs in Wales in a very awkward position (if my view of it is correct), for, in all cases where the defendant resides fifteen miles from the sheriff's office and prison, the sheriff will be actually out of pocket, leaving the great responsibility of the matter out of the question. I will illustrate the case in the following way:—

FEES ALLOWED BY STATUTE.

Warrant	£0	7	6
Caption	1	1	0
Mileage, fifteen miles at 6d. per mile	0	7	6*
Conveyance, at 1s. do.	0	15	0
	£2	10	6

FEES ACTUALLY PAID.

Paid officer	£1	1	0
Ditto his mileage	0	7	6
Conveyance of defendant to gaol, fifteen miles, at 1s. 6d. per mile	1	2	6
Turnpikes	0	1	0
Postboy, 3d. per mile	0	3	9
	2	15	9
Deduct fees allowed	2	10	6
Out of pocket	0	5	3

I shall now leave the matter in your hands, trusting that you will, through the medium of your valuable paper, advocate a repeal of such an act of injustice.

* A conveyance cannot be procured in Wales under 1s. 6d. per mile on these occasions.

Revising Barristers' Decisions.—A return of the appeals from the Courts of the Revising Barristers to the Court of Common Pleas, pursuant to the Act 6 and 7 Victoria, cap. 18 (the new English Registration of Voters Act), shews that the total number of appeals, including both counties and boroughs, has amounted to 13, on the hearing of which the judgment of the Court was pronounced in favour of the appellants in only 3 cases, and for the respondents in 10. No order respecting the payment of the costs of any of these appeals has been made by the Court of Common Pleas, it not having appeared that any of the cases were frivolous or vexatious.

To Readers and Correspondents.

It seems there was a mistake in our report of last week of the case of Reg. on the prosecution of Rogerson v. Grimshaw, *in the Queen's Bench* (p. 101), *in which it is stated that the Court held "there had been sufficient ground for issuing the writ, and that the points could be better argued upon the return." The rule was made absolute, but without remark by the Court, indeed it is obvious that such a remark could not have been made upon such a motion.*

F. S.—*We think not.*

F. W. M.—*If he will apply to the gentleman who reported the case, no doubt he would give the information requested.*

Four or five long communications on the subject of capital punishment have been received. They cannot appear for some time, if at all, for lack of space.

A Subscriber, *when there is a little leisure.*

Thanks for the report from York. But recorders at city sessions are not authorities, which alone our reports comprise.

A Subscriber.—*We have not the remainder of the case of W. Barnard.*

E. Williams.—*The paragraph is not quite* legal *enough for our columns.*

TO SUBSCRIBERS.

The Subscription *to the* Law Times *is as follows:—*

	£	s.	d.
For one year, paid in advance........	2	0	0
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(*N. B. The above includes all Supplements.*)			
On credit, or for single numbers, at per number	0	1	0
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THE LAW TIMES.

SATURDAY, MAY 18, 1844.

TO SUBSCRIBERS.

The Publisher begs to inform subscribers, that no agent calling upon them in the country is or has been authorized to receive the subscriptions to the Law Times. He would be extremely obliged to any subscriber who may have been asked to pay his subscription by *any* person, or who may incautiously have paid it otherwise than by letter, or at the office, at once to inform him when and by whom the application was made.

TO SUBSCRIBERS.

The subscriptions for the current volume are now due, and should be paid in the course of a few days, to entitle the Subscribers to the advantages of *pre*-payment.

The volumes for binding may be sent by post, in parcels open at the end, accompanied with a letter, stating how they may be identified, and how the bound volume is to be returned. For prices, and further particulars, see the notice above.

NOTICE.

It continually happens that papers of great value and interest to our readers are excluded from the columns of the Law Times, in consequence of their length rendering their publication impracticable without absorbing the space which the plan of the journal claims for matters falling under its various departments. This difficulty has been pre-eminently forced upon our notice during the past week, in consequence of the receipt of Lord Brougham's Bill for the consolidation of the criminal law, a document of extraordinary interest, invaluable to the lawyer as condensing the whole of that branch of the existing law; but so voluminous that it is impossible by any condensation or contrivance to bring it within the limits of these columns.

And so it is with many other documents which we should be glad to put into the possession of our readers; such as abstracts of Parliamentary papers relating to the law, reports of commissions, and so forth, but which are precluded by the limitations of the Stamp Act.

A plan has been proposed to us for overcoming this difficulty, to which we have devoted due deliberation and are inclined to give it a fair trial.

It is requested by many of our readers that we should publish the documents to which we allude, and which, though not within the compass of the Law Times, are yet of great interest and value to the Profession, in the form of an Appendix, which may be issued as occasion requires, distinctly paged, so as to be separately bound, if desired, and the taking of which shall be entirely at the option of the subscribers. The Supplements to be continued as heretofore, and the contents of the journal to be in all respects the same as hitherto.

The numbers forming the Appendix will be stamped and transmitted by post, but only to those who order them; and, as the issue will be uncertain, the cost of those of the past half-year may be paid with the pre-payment for the ensuing half-year.

The Appendix will be printed precisely as the Law Times; but as it will contain no advertisements, it will consist of sixteen pages of reading matter; the price, One Shilling per Number, stamped. The numbers will be issued at no regulated interval, but probably about one per month; the issue being necessarily regulated by the documents deserving publication. The first number will contain the commencement of the important Bill for the Consolidation of the Criminal Law. When this is completed, Mr. Serjeant Manning's Report on the Law of Debtor and Creditor, and abstracts of some of the important Parliamentary Returns of the session relating to the Law will follow. We hope, moreover, in this form to be enabled to put the Profession in possession of some of the most valuable of the reports, and other documents, which will be collected by the Society for the Amendment of the Law.

We repeat, that the Appendix, which will be separately paged, and have an Index of its own, will be entirely distinct from the Law Times, which will be complete in itself without this addition, so that it will be entirely at the option of our Subscribers whether they will avail themselves of the information it will give them at a very trifling cost. But we shall be obliged to those who purpose taking it, so to inform the Publisher as soon as possible, that he may be enabled in some manner to regulate the quantity to be printed.

RICH AND POOR WITNESSES.

The impartiality with which justice is administered to all classes of the community is one of the fundamental principles of English law. Yet, not an Assize or Sessions passes, which does not afford instances of the distinction which is made in the administration of justice between the rich and poor. We allude especially to the practice of allowing witnesses of a superior station in life to give their evidence *out of the witness-box*. This is a distinction which is calculated, more than any other, to foster and encourage the opinion which prevails among the lower orders of the people, that there is one law for the rich, and another for the poor.

It is certainly inconsistent with the proud boast of English justice, that one place should be assigned to the rich and another to the poor, from which to deliver that evidence (*which all classes are equally capable of rendering; and*) the reception of which depends, not on the rank or condition of the witness, but solely on the truth of the testimony which he gives.

This is an evil which is in the power of all, who preside in a court of justice, to remedy: and neither Judges of Assize, Chairmen of Quarter Sessions, nor Recorders in boroughs, ought longer to permit a practice to exist, which, if it do not actually pervert the course of justice, tends, without doubt, to confirm a prejudice in the minds of certain classes, that "equal justice" in this country, is a mere fallacy and idle delusion.

THE CHANCERY COMPENSATION JOB.

Mr. Watson, on Tuesday evening, astounded the House of Commons by his searching exposure of the most atrocious job ever perpetrated by officials or sanctioned by a Government. In a speech of great ability, whose length forbids its transference to our columns, he laid bare to the indignation of the country the secret history of this disgraceful affair, and proved that the compensations awarded are even more extravagant—the plunder of the suitor more iniquitous—than had appeared when first the Profession was startled by their announcement. He was opposed by the Government, and, *proh pudor!* by Mr. Charles Buller! Yet, spite of the weight thus flung into the scale against him, his motion for an inquiry was rejected by a majority of fifteen only. We trust that the subject will not be allowed to slumber; that it will be discussed in the House of Lords; and that in the Commons it will be renewed again and again in various shapes, while for the good service he has already done, the hearty thanks of the public and of the Profession will be given to Mr. Watson.

The *Times* has handled the subject with its usual power; and some passages from its article of Thursday may fitly be preserved among these legal records. The old abuses which the new abuse was introduced to *reform* (*!!!*) is thus pleasantly described:—

"The six clerks, sworn clerks, and waiting clerks (for it appears that

'Those also serve who only stand and wait),'

bore the brunt of the battle. The office of the six clerks is to do nothing; and about two or three hundred years ago the sworn clerks (about sixty in number) were appointed to help them. But these duties being found too onerous, a new class of officials, called agents, were invented, upon whom the principal burden was thenceforth to fall. For these services a grateful public, or rather that unhappy part of it which comes to be pummelled in Chancery, rewarded

them with an aggregate income of 77,000*l.* per annum. The offices, as may be supposed, were too good things to be easily parted with; and became, by a very ordinary law of nature, hereditary and saleable. One such place has, before now, fetched 27,000*l.*; 15,000*l.* has been given for part only of another; and a Mr. WAINWRIGHT's family have been in possession of a third, from father to son, since the time of the Commonwealth. And all this out of the pockets of the public."

These bloated sinecurists were to be bought off. Because they had been so extravagantly paid for doing nothing in office, it was proposed to pay them still more extravagantly for retiring.

"The late Bill was certainly no ordinary development of the Buller apophthegm. Compensation to range from two-thirds to the full amount of the condemned salaries, at the discretion of the Chancellor, and fresh salaries of 2,000*l.* a year to a fresh kind of appointee, who is to be the deputy of the agent who was the *locum tenens* of the sworn clerk, who did the work of the six clerk, who was appointed to do nothing at all at 7,000*l.* a year! The discretion of the Chancellor and Commissioners has been wisely exercised in cutting the Parliamentary compensation down to a *minimum*, and in selecting the new officers from among the displaced; but even now the sum chargeable on the suitors amounts to 45,000*l.* a year; and the different items of this enormous amount are not payable, after the ordinary fashion of compensations, during the lives only of the ejected clerisy; but, in consideration of the hereditary nature of the defunct job, hang on for seven years, payable in a reduced shape to their posterity."

It is this that is so utterly indefensible. The history of English jobbing records some instances of paying off a useless officer with a pension equal to his full salary, even when no services had ever been rendered in return for that salary. But we doubt whether, in the catalogue of that very black book, there is to be found such an instance of jobbing out-jobbed as this invention of the Chancery officials for securing to themselves not only full pay for the rest of their lives, but *for seven years after their deaths!*

Imagine a band of clerks *retiring* with pensions greater than those of the judges or the ministers of state—and given in consideration of their being *sinecurists!* Our readers will agree with the *Times* that "public payments are an acknowledgment of public services, past or present." A sinecurist has no *claim* to compensation. He may ask it of our generosity: he cannot demand it of our justice. A sinecure is an abuse, and its holder must know that he is pocketing that to which he has no right, because the title is bad, and he took it knowing the defect of title. To a fair and reasonable remuneration nobody would have objected; but for such wholesale plunder as Mr. WATSON has denounced there can be but one feeling of indignant reprobation among honest men of all parties.

And the Legal Profession has especial cause for complaint in the matter, for no small portion of the money thus grasped will, in fact, come out of their pockets. As thus. It was to meet the demand of the public for Chancery Reform that its abuses were made the subject of legislation. But reform that did not diminish costs to some extent was felt to be a fraud upon the country. The sinecurist compensations would swallow up the proceeds of the fees of court; the cormorants who were to prey upon the fee-fund must first be satisfied. In this dilemma what was to be done? How contrive at once to provide for the compensation job and make a show of reduced costs? Why, what should be done but to curtail the solicitors' fees? Let them pay very nearly as before, but let them not receive half so much: the suitor will save something, and we shall save every thing; the weakest shall go to the wall!

So the solicitors are shorn of the profits of their labours, that a band of sinecurists may receive enormous compensations for doing nothing.

Are we not right in saying that the solicitor is the party really wronged and robbed by the Chancery Compensation job?

LOCAL COURTS.

IT is very desirable for many reasons that an energetic effort should be made to procure the postponement of the County Courts Bill over the session. It is, as we propose to shew in another article, a singularly crude, imperfect, ill-digested, and impracticable measure. It continues, and creates where now it does not exist, imprisonment for debt, which another Bill is passing through Parliament for the purpose of abolishing. It provides for an enormous number of *compensations*, and the Chancery job should give the Legislature a righteous suspicion of the very name of a compensation clause, which is not fenced about with all the protection against jobbing that ingenuity can devise. There is a rapidly growing feeling in favour of an efficient reform of the Quarter Sessions, as the best foundation for a perfect system of Local Courts, a reform which would be indefinitely postponed by the opposition of new interests that would be created by the officials, &c. of the County Courts. And, lastly, because the Society for the Amendment of the Law which now numbers in its ranks the greatest lawyers of all parties, will probably direct its first attention to the subject of the Quarter Sessions and Local Courts generally, with a view to devise a plan for carrying out the objects that all desire in the most efficient manner and at the least cost.

For these various reasons, may we hope that all who have influence will employ it to prevent the further progress of that most imperfect measure now pending, not with any design of permanently preventing Local Courts, which are undoubtedly much wanted, but that, when established, they may efficiently accomplish their object, and secure the approval of the public and benefit the Profession; objects which, however incompatible some may deem them, are nevertheless perfectly consistent, nay, as we believe, are so intimately blended, that whatever law reform benefits the public will ultimately prove beneficial to the Profession.

THE CENTRAL CRIMINAL COURT.

WE are pleased to find that the Court of Aldermen have passed a resolution for the purpose of purging this court from the herd of disreputable Attorneys, and persons calling themselves Attorneys, but not so, by whom it is infested, and owing to whose presence it is that, as Mr. Wilkins justly observed, "it had become almost a matter of reproach for Counsel to practise" there.

The following scene on Friday se'nnight, as reported in the *Times*, illustrates the mischief of which we complain, and announces the projected reform:—

"THE COURT AND THE ATTORNEYS.

"Mary Ann Joblyns, 35, married, and Mary Pettigrew, 81, widow, were placed at the bar charged with feloniously and maliciously setting fire to a dwelling-house, Charles Ayre being therein alive.

"*Payne* was about to open the case on behalf of the prosecution, when

"COLTMAN, J. asked if any counsel appeared for the prisoners?

"*Horry* said that he had been instructed to appear for both the prisoners.

"*Crouch* immediately afterwards rose and stated that he also had been instructed to defend the prisoners. (A laugh.)

"COLTMAN, J. asked if he appeared for both?

"*Crouch.*—Both, my lord.

"COLTMAN, J. said, that all that could be done in the dilemma was to ask the prisoners which of the two counsel they would prefer.

"The prisoners, on being asked, stated that they wished to be defended by Mr. Wilkins.

"This announcement was received with great laughter in court, in which Mr. Wilkins, who appeared surprised by the declaration, heartily joined.

"The case was ordered to stand over for the present.

"Shortly afterwards,

"*Wilkins* said, that he wished to state the reason why he declined to defend the prisoners. It appeared that a brief had a day or two back been prepared by an attorney for him (Mr. Wilkins), but owing to his absence from court yesterday, it had been presented to his learned friend Mr. Crouch; it would therefore ill become him now to interfere with the management of the case. That Court ought to be the first criminal court in the world, but owing to the disreputable class of persons who were in the habit of performing the duty of attorneys, it had become almost a matter of reproach for counsel to practise in the court. Instructions had been given to Mr. Horry without the sanction or the knowledge of the prisoners at the bar, and he (Mr. Wilkins), in conjunction with most of his learned friends round the table, felt it to be a personal matter, which was the reason he had expressed himself so strongly upon the subject.

"Alderman Sir Peter Laurie said, that the Court of Aldermen had passed a resolution to correct the abuse complained of by Mr. Wilkins, which should be sent for and read.

"*Horry* observed, that Mr. Crouch had only been instructed for the prisoners the day before; whereas he (Mr. Horry) had been instructed since the beginning of the session.

"Sir P. Laurie said, the question was, by whom had he been instructed? If he would state the party's name, orders should be given to the door-keepers in future to prevent his entering the court as they were determined to put a stop to such practices.

"*Horry* resumed his seat without any further observations.

Payne observed, that the instructions of the Court of Aldermen should be more stringent, especially against their own officers, who were in the practice of delivering instructions to counsel; he did not disguise that he alluded to the ordinary of Newgate, who was in the habit of doing so.

"COLTMAN, J. said the discussion was altogether irregular, although perhaps it might be necessary."

Similar difficulties not unfrequently arise in the country from like causes. The disreputable class of persons who are in the habit of performing the duties of Attorneys infest every Assize and Sessions. We would earnestly direct to their doings the attention of the Profession, recommending the local Law Societies everywhere sternly to enforce the provisions of the recent statute.

ADVERTISING ATTORNEYS.

WE have been favoured with another specimen of professional advertisements.

A CARD.
MR. LOWE,
ATTORNEY,
Office, 2, Frome Buildings, London-road,
Stroud.
Advice given Gratis.
Debts recovered.

THE VERULAM SOCIETY.

IN a few days the members will receive a circular requesting those who purpose to support it to transmit an order for the first adventure of the Society, The PRACTICAL REPORTS.

These will comprise,

I. MAGISTRATES' CASES, by A. BITTLESTON and J. C. SYMONS, Esqs. Barristers-at-law.
II. PRACTICE CASES in all the Courts; those of each Court to be contributed by the gentleman who reports them for the LAW TIMES.
III. REAL PROPERTY CASES of special importance, contributed in like manner as the Practice Cases.
IV. NISI PRIUS and CROWN CASES, by various hands; each Case to be authenticated by the name of the Reporter.
V. An ANNUAL DIGEST of all the Reports of all the Cases in all the Courts.

The above will form one volume in every year; but each series of reports will be separately paged and indexed, that it may be complete in itself.

It will be printed in large octavo, and issued in numbers of 32 pages, stamped and unstamped. To members, the price of the former will be *one shilling* and *one penny*, and the latter, *one shilling* only; to other persons, the price will be *eighteen-pence*.

Should the manner of getting up this series of Reports prove satisfactory, the next publication for the Society will be the announced SERIES OF PRACTICAL STATUTES, continued from the well-known work of Chitty. Others will follow as rapidly as the increase in the number of members, and consequent resources, will permit.

The following subscriptions have been received since the last published list:—

	£.	s.	d.
Skelton, Sam. Thornton-le-Dale	0	10	6
Yewens, Wm. Camborne . . .	0	10	6
Hillier, H. J. Marlborough . .	0	10	6
Townsend, G. H. Bitston . . .	0	10	6
Driffield, W. W. Prescot . . .	0	10	6
Steavenson, A. T. Darlington .	2	12	6
Butt and Worsley, Ryde . . .	2	2	0
Otter and Oldman, Gainsborough	0	10	6
Greene, Henry, Higham Ferrers	0	10	6
Badger, Jos. Rotherham . . .	0	10	6

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

The Speeches of Mr. Wilkins, in Defence of William Henry Barber, &c. Taken in short-hand by H. GREGORY. *To which are appended Notes and Observations.* By a Barrister. 1844. Crockford, Law Times Office.

THE title-page of this pamphlet describes its contents. The speeches here published from the short-hand writer's notes need no praise from us. Their fame has gone over the country. They could be only duly appreciated by those who heard them. Read in print they lose some of their interest, but they will be preserved as specimens of brilliant forensic eloquence reappearing just at the moment when it seemed to b departed for ever.

Our present concern is with the remarks contained in the appendix.

Mr. WILKINS defended Barber with a full conviction of his innocence of the crime with which he was charged, and that confidence remains unshaken to this moment. In such circumstances, the exhibition of extraordinary zeal on behalf of the client is not only to be excused, but to be commended; and if that zeal should induce an advocate somewhat to overstep the limits assigned by the coldness of professional etiquette, which prescribes the same formula of demeanour, whether we are defending the innocent or the guilty, it would be but justice to put the charitable construction upon excess of zeal, and overlook a fault that leaned to virtue's side.

But such is the miserable spirit of jealousy at the Bar, so keen is its rivalry, that charity in this, its noblest and most Christian phace, is rarely to be found there. If a man be a nobody, and have nothing in him, he may escape with impunity, even from the commission of many serious offences; but let there be a rising man, and instantly he is marked for the shafts of detraction. Every word, every act, is watched with keenest eye; his errors will be magnified, his best deeds wilfully misconstrued; every empty noodle will be shaken at him; and they who do nothing will hug themselves with self-gratulations that they are better than their successful rival, who, perchance, does sometimes, amid the multitude of his occupations, fall into error, from which the detractors are safe, because they are never called upon to think and act, and, doing *nothing*, they can, of course, do no wrong.

Mr. WILKINS has not escaped the spirit of detraction we have described. Feeling strongly for his client, he exerted himself to prove the innocence of which his own mind entertained no doubt. He desired to accumulate evidence which, though not strictly legal, might carry with it a moral conviction to the minds of the authorities in whom was vested the power of mitigating the sentence. He inserted an advertisement in the *Times* to this effect.

Perhaps this was not strictly in accordance with the rules of professional etiquette; but it certainly proceeded from the most generous motives: its *intent* was unquestionably good. But Mr. WILKINS is a rising man, and the opportunity for attack was too excellent to be lost. A stream of invective was poured forth upon the occasion; and it was assumed that the purpose of the notice was not that which was avowed, but that it was intended as a covert advertisement of himself and his chambers.

The simple answer to this absurd charge is, that Mr. WILKINS has no need to advertise himself, for already he possesses as much business as he can well get through. Mr. WILKINS published a letter in vindication of himself. The letter is made new food for attack. And so it would be through a dozen explanations; it never suits detractors to be satisfied.

There is but one mode of meeting this sort of assault, to which every successful man at the Bar is invariably exposed. It is this: not to care for it; to do right and fear not; to be content with success, without hoping to have the good will of those who are left behind in the race. Genius will always survive slander, and often it shines the brighter for the very conflict from which it has emerged. Leave to the little-minded envious the enjoyment of their sneers; the only compensation they can find for themselves is the discovery that the men by whom they are distanced are not faultless; admit the fact, own the error and pass on. It is only littleness that cannot afford to confess a fault. Thus are foes disarmed, and thus it is that, let society and institutions do what they will, in the long run the order of nature is restored, and men take their places according to their capacities. Detraction has its day; and when it has manifestly failed, and the rival has passed beyond reach of rivalry, those who most envied, most hated, and most tried to depress him, are the first to lick the feet they sought to trip up, and to slime with their slaver the fame and fortune they had done their best to destroy.

JOURNAL OF PROPERTY.

THE following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

Public Sales.

By Messrs. FULLER and MARSH, at the Mart.

A valuable freehold estate, consisting of a brick-built family residence, situate in High-street, Peckham. This estate forms a portion of the property included in the lease to Mr. Emmett, now held by Mr Saner, which expires at Lady-day 1849, and the purchaser is to be entitled to an apportioned rent of 30*l.* per annum in respect of the same, free from all deduction in respect of taxes or insurance, in occupation, at the rental of 110*l.* per annum, and of which the purchaser will have the reversion at and after Lady-day 1849 —1,420*l.*

Eleven freehold brick and timber-built houses, rental 185*l.* 3s.; in the lease, as above, the purchaser to be entitled to an apportioned rent of 26*l.* 18s. 6d.—1,648*l.* 10s.

A plot of freehold land, with a frontage of 210 feet to the New-road, leading from the High-street to the Commercial-road—320*l*

A plot of freehold land, adjoining, with frontage of ninety feet—370*l.*

A well secured ground-rent of 39*l.* 11s. per annum, arising from sixty-two houses, between the High-street and the Commercial road, Peckham, producing a rental of about 660*l.* per annum, also. the reversion to the houses thereon—1,240*l.*

A delightful villa residence, standing in about 1a. 3r. 14p. of pleasure and kitchen gardens, and a small paddock; also, a plot of meadow land, half an acre, on lease—1,720*l.*

2a. 2r. 28p. of meadow and garden land, leading from the High-street to Charles-street, rentals 27*l.* per annum—1,060*l.*

Two well-secured freehold ground-rents, of 20*l.* and 68*l.* 16s 6d. per annum, for two unexpired terms of 88 years, from Michaelmas, 1844, the first arising from a freehold estate, comprising four brick-built residences with gardens, situate in Camden-place, and the second from a small freehold estate, near to the Commercial-road, rental 224*l.* also the reversion to the houses thereon—2,210*l.*

A plot of very valuable freehold building land, with frontage to the Commercial-road of about 104 feet—390*l.*

A plot of freehold building land, with frontages—630*l.*

A plot of building land, with frontage of 400 feet by depth of 106 feet—490*l.*

A plot of freehold building land, with frontage of 150 feet to the Commercial-road, by depth of 160 feet—425*l.*

A plot of freehold building land, frontage 430 feet, by depth of 80 feet—400*l.*

A plot of freehold building land, frontage 430 feet to Smith-street, by depth of 80 feet—400*l.*

By Messrs. DAVIS and VIGERS.

Five houses and shops, being Nos. 1 to 5, Church-street, Clapham-road, Surrey, let at 83*l.* 18s. per annum; held for 99 years from March, 1820, at a ground-rent of 18*l.* 10s. per annum—600*l.*

Four houses, Nos. 6 to 9, let at 73*l.* 12s. per annum; held for the same term at 14*l.* 10s. per annum—590*l.*

The extensive business premises, known as the Surrey Saw-mills, commanding a frontage to Church-street, Clapham-road, of 120 feet, let at an improved ground-rent of 45*l.* per annum; held for the same term at 7*l.* 10s. per annum—490*l.*

A leasehold estate, comprising six houses, Nos. 114 and 115, Tyssen-place, and Nos. 21 to 25, Fleming-street, Kingsland-road; held under two leases—one for 59¾ years from September, 1837, at 38*l.* per annum; and the other for 57¼ years from Christmas, 1839, at 17*l.* per annum; net profit rental 146*l.* per annum—1,500*l.*

A piece of ground, with frontage of 30 feet, and range of workshops and other buildings thereon, in East-street, Hoxton; let at 25*l.* per annum; held for 40 years, from Michaelmas, 1832, at 9*l.* 10s. per annum—40*l.*

By Mr. DODD.

A freehold estate, exonerated from tithe, situate in the parish of Stockton, Warwickshire, comprising a farm-house, farm-buildings, and 168 a. 3 r. 15 p. of arable and grass land; land-tax, 8*l.* 11s.—7,820*l.*

A freehold estate, comprising 17a. 1r. 2p. of arable land, separated form the preceding lot by the high road, in which is a quarry of the blue lias limestone, communicating with three kilns situate on the banks of the Warwick and Napton Canal, a boundary to the estate—1,700*l.*

A freehold and copyhold estate, exonerated from tithes, situate in the county of Northampton, in the parish of Braunston, three miles from Daventry, consting of a farm-house, all requisite agricultural buildings, and 100a. 2r. 12p. of arable and pasture land, about 74 acres of which are copyhold, and the remainder freehold—5240*l.*

THE ST. JAMES'S THEATRE.—On Wednesday, at one o'clock, a sale by auction of the St. James's Theatre, with two houses, forming the wings of the elevation, took place at Garraway's Coffee-house, Change-alley, Cornhill, by Mr. Farebrother. The sale was "made by order of a second mortgagee, subject to a fee farm rent of 20*l.* per annum; and also to prior mortgagees, for securing a sum of 12,000*l.* and interest thereon at 4*l.* 15s. per cent.; and to further charges for securing the sum of 2,500*l.* and interest thereon at 4*l.* 15s. per cent.;" as stated in the catalogue. The whole was in the occupation of a highly respectable tenant, whose term of lease expired at Michaelmas, 1844, at a rent of 1,200*l.*; while there were extensive cellars, producing a rental of 160*l.* per annum. The pit would hold 300 persons, the gallery 230 persons, the slips 60; while there were—on the first circle 18 boxes, 8 on the second, with 8 private boxes, and sitting-room for about 120 persons. The auctioneer said that Mr. Braham, the original proprietor, gave 8,000*l.* for the site only; and Mr. Beasley, the architect, had estimated the value of the theatre from 28,000*l.* to 30,000*l.* The sale was subject to the payment of the two prior mortgagees, amounting to 14,500*l.*; and the property of Mr. Braham, consisting of the wardrobe, scenery, &c. was included in the sale. The auctioneer, after reading the conditions of sale, put up the valuable property. He proposed 20,000*l.* and lowered the amount by 1,000*l.* successively; when at 8,000*l.* an offer was made. The next bidding was 8,100*l.* The competitors advanced 100*l.* at each bidding, and which continued up to 9,400*l.* No other offer being made, the lot was knocked down at that price, at which it was stated the property was bought in.

DUKE OF DEVONSHIRE'S ESTATES, CUMBERLAND.—On Wednesday last, the valuable estates belonging to his Grace the Duke of Devonshire, situate at and in the parish of Penrith, in the county of Cumberland, were offered for sale by Mr. Small, of Newcastle-upon-Tyne, in forty-one lots, in the assembly-room, at his grace's hotel, kept by Mr. John Galloway. The ruins of Penrith Castle, the farm-house, and about five acres of the castle farm, called the Castle Garth, comprised one of the lots. The competition for this lot was pretty smart between Joseph Bean, Esq., of Lowther, steward to the Earl of Lonsdale, and T. W. Bleaymire, Esq. It was declared a sale at 1,300*l.*, and ultimately was struck off to Mr. Bleaymire, at the price of 2,000*l.* It is understood that this lot was purchased for the Directors of the Carlisle and Lancaster Railway Company. The interesting and venerable ruins of Penrith Castle stand on an easy eminence on the west, overlooking the town, and it is conjectured to have been built at the close of the fourteenth century. It was the residence of the Duke of Gloucester, afterwards Richard the Third. In the reign of Charles the First it was dismantled by the adherents to the Commonwealth, and was fortified with a rampart and a very deep ditch. From the remaining part of the walls, the castle appears to have been a very large and strong fortress, with spacious vaults beneath. The situation is a most beautiful one; the lands adjoining of the best quality, and admirably calculated for building-ground. His grace's celebrated hotel, buildin s, and spacious shambles adjoining, comprised another lot, which was offered at 4,000*l.*; but there being no bidders, it was bought in at a reserved price for the vendor. The greater part of the other lots were town-fields, scattered over the parish, some of which the projected line of railway runs through, and are immediately adjoining thereto. Some of these lots were sold at the rate of about 265*l.* per acre. Nearly the whole of the remaining lots were bought in for the vendor. His grace did not offer the royalty of the "Honour of Penrith" for sale, which, it appears, he wishes to retain himself.

NECROLOGY.

SIR JOHN LOWTHER, BART.—The demise of this highly respected and venerable baronet took place on Monday last, at Swillington Hall, near Leeds, his principal residence. He was the son of the Rev. Sir William Lowther, bart. rector of Swillington, and Ann, his wife, a descendant of the ancient family of the Zouches; was born in April 1759, and had consequently just completed his 85th year. On the 4th of September, 1790, he married Lady Elizabeth Fane, second daughter of John, the ninth Earl of Westmorland, by whom he had three sons and three daughters; but one of the latter died an infant, and another in 1812. Sir John was next brother to the late excellent Earl of Lonsdale, whom he strongly resembled, both in features and personal disposition. His baronetcy dates from the year 1824. The successor to

his title and estates is his eldest son, John Henry (born March 23, 1793), one of the members for the city of York—now, of course, Sir John Henry Lowther, bart.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 2s. 6d.]

BIRTH.

KELSEY.—On the 4th instant, the wife of E. E. P. Kelsey, esq. of the Close, Salisbury, of a son.

MARRIAGES.

DAVIDSON, Charles, of the Middle Temple, esq. barrister-at-law, and Fellow of Christ's College, Cambridge, to Mary Elizabeth, eldest daughter of J. H Christie, of Lincoln's-inn, esq. barrister-at-law, on the 9th instant, at St. Mary's, Bryanston-sq.

DICKINSON, John Nodes, esq. of the Inner Temple, to Helen, youngest daughter of the late Capt Jauncey, R.N. on the 9th instant, at St. Marylebone Church.

DEATHS.

MEDLEY, Mr. Lewis Wh ttle, late of Lombard-street, solicitor, on the 13th instant, at Reading.

WINGFIELD, George Augustus, esq. barrister-at-law, third son of the late John Wingfield, D.D. Prebendary of Worcester Cathedral, on the 14th inst. at 39, Oxford-terrace, Hyde-park, aged 25.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Gazette, May [illegible].

Barry, F. miller, first 2s. 6d. Belcher, London.—*Bumby*, J. hatter, first and final, 4s. 1d. Freeman, Leeds.—*Cooke*, M. hotel keeper, first, 4s. 8d. Valpy, Birmingham.—*Cook*, S. draper, first, 4s. Valpy, Birmingham.—*Cooper*, W. carpet manufacturer, fourth, 1s. 7d. Christie, Birmingham.—*Curtis*, T. shipping butcher, first and final, 1s. 10d. Green, London.—*Flitcroft* and *Co.* iron founders, third, 1¾d. Morgan, Liverpool.—*Forster* and *Co.* bankers, fifth and final, 1s. 3d. and 539-1000ths parts of a penny. Baker, Newcastle.—*Griffiths*, R. coal merchant, first, 1s. 2d. Pennell, London.—*Hancock*, E. hackneyman, second and final, 1s. 5¾d. Young, Leeds.—*Harrison*, J. coach builder, 1s. 9d. Turquand, London.—*Hudson*, W. master mariner, first, 1s. 8d. Pennell, London.—*Harford* and *Davies*, iron founders, 13s. 4d. Hutton, Bristol.—*Johnson*, W. leather dealer, first, 1s. 5d. Valpy, Birmingham.—*Judd* and *Judd*, mealmen, sep. W. Judd, 1s. 6¾d. Pennell, London.—*Martin*, S. grocer, first, 5s. Pennell, London.—*Perryman*, J. H. bookseller, first, 1s. 5d. Valpy, Birmingham.—*Powell*, C. watch manufacturer, first, 4d. Valpy, Birmingham.—*Smith* and *Co.* cotton spinners, first joint, 7¼d. sep. D. Smith, 1s. 10¾d. sep. of J. B. Smith, 2d. and 1-64th part of a penny. Valpy, Birmingham.—*Wheatley*, J. coach proprietor, 2s. 11d. Green, London.

Insolvents' Estates.

Hall, G. clothier, Huddersfield, 11s. 11d.—*Higham*, H. farmer, Tarleton, 12s. 3d. (making 20s.)—*Whittenbury*, J. E. commission agent, Pancras lane, 9d.

ASSIGNEES OF BANKRUPTS' ESTATES.

Alden, H. stationer and printer; J. T. Norris, stationer, Aldersgate-st. ass.—*Baker*, T. W. builder; W. E. Dawson, brickmaker, Plumstead-common, and W. Wright, slater, Woolwich, ass.—*Barham*, R. linen draper; W. Jones Friday-st. and B. Smith, Saint Martin's-le-grand, warehousemen, ass.—*Diamond*, J. merchant; L. Lorrizot, importer of foreign goods, Addle-st. ass.—*Gibbins*, J. carpenter; F. Chesterman, timber merchant, North-st Manchester-square, ass.—*Grover*, J. stone merchant; J. Robinson, gent. 10, Pine Apple-place, Edgware-rd. ass.—*Haigh*, H. engineer; R. Walker, iron manufacturer, Grange-rd. Bermondsey, ass.—*Jecons*, S. shoemaker; D. De Pass, shoe manufacturer, Finsbury, and T. Nettleship, chemist, Lincoln, ass.—*Maclean*, J. carpenter; W. Sykes, timber merchant, Osborne-st. Whitechapel, as.—*Sillitoe*, A. innkeeper; J. Herbert, foreman to Duff and Co. silk manufacturers, Sudbury, Suffolk, ass.—*Simmonds*, H. sen. hop factor; H A. Hope, corn merchant, Canterbury, and A W. Burn, gent. 6, Trinity-st. Southwark, ass.—*Williams*, C. furrier; T. C. Angell, general agent, St. Mary-le-Strand-pl. Old Kent-rd. ass.

ASSIGNMENTS

To Trustees for the Benefit of Creditors.

Gazette, May 10.

Kingsley, J. brewer, Biggleswade, April 26; Trusts. S. Conder, auctioneer, and W. Twelvetrees, carpenter, both of Biggleswade. Sol. Chapman, Biggleswade.—*Sanders*, T. coal merchant, Worcester, April 26. Trusts. T. Veale, Worcester, and J. Ross, farmer, Claines. Sol. Corles, Worcester.—*Thompson*, M. ironmonger, Saffron Walden, May 1. Trusts. J. P. Thompson, hatter, H. Hart, printer, and J. W. Bitten, surveyor, all of Saffron Walden. Sol. Burleigh, Haverhill.—*Waller*, T. B. grocer, Ipswich, April 29. Trust. W. H. Alexander, banker, Ipswich. Sol. Jackman, Ipswich.

Gazette, May 14.

Hookey, H. H. smith, Ventnor, Isle of Wight, May 9. Trusts. H. B. Lankester, ironmonger, Newport, and W. Hookey, smith, Shorewell. Sol. Drewe, Ventnor.—*White*, W. farmer, Barton-on-the-Heath, Warwickshire, Trusts. T. Beman, farmer, Kingham, Oxfordshire, and R. Hodges, farmer, Great Rollright, Oxfordshire. Sols. Tilsley and Were, Moreton-in-Marsh.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, May 10.

BANNER, FRANCIS, provision merchant and commission agent, 58, Upper Thames-st. May 22 and June 21, at one, Basinghall-st. Com. Fane; Alsager, off. ass.; Badham and Houghton, Verulam buildings, sols. Date of fiat, May 8. G. Walter, gent. Lombard-st. pet. cr.

BRUNSWICK, MOYSE, merchant, Lyme-st. May 22, at half-past twelve, June 21, at half-past eleven, Basinghall-st. Com. Fane; Whitmore, off. ass.; Messrs. Robinson, Queen-st.-place, sols. Date of fiat, May 7. J. and R. Johnson, and W. Palmer, warehousemen, Watling-st.

CLARK, JOSEPH, colonial broker, Mincing-lane, Fenchurch-st. May 21, at one, June 21, at eleven, Basinghall-st. Com. Williams; Graham, off. ass.; Casterton and Co. Angel-court, sols. Date of fiat, May 8. J. Muggeridge, meat salesman, Rose-st. Newgate-market, pet. cr.

DIXON, JOHN, linen draper, Sheffield, May 22 and July 3, at eleven, Leeds, Com. West; Freeman, off ass.; Walker, Furnival's-inn, and Blackburn, Leeds, sols. Date of fiat, May 7. W. Dixon, farmer, Setterington, Yorkshire, pet. cr.

ELLIOTT, JAMES, innkeeper, Caxton, Cambridgeshire, May 24, at one, June 21, at half-past twelve, Basinghall-st. Com. Fane; Alsager, off. ass.; Peppercorn and Co. St. Neots, and Milton, Southampton-buildings, sols. Date of fiat, May 6. J. Topham, corn factor, Eaton Sein, Bedfordshire, pet. cr.

KEMPSTER, THOMAS, builder, Blackman-st. Southwark, May 29, at half-past two, June 26, at one, Basinghall-st. Johnson, off. ass.; Stenning and Carnel, Tonbridge, and Stenning, Staple-inn, sols. Date of fiat, May 1. J. C. Kempster, gent. Tonbridge, and E. J. Kempster, co-trustees, pet. crs.

PARKER, GEORGE, spade and shovel manufacturer, Sheffield, May 25 and June 22, at eleven, Leeds, Com. Bere; Hope, off. ass.; Duncan, Featherstone-buildings, Unwin, Sheffield, and Blackburn, Leeds, sols. Date of fiat, May 6. W. Woodhall, iron merchant, Dudley, pet. cr.

SAXBY, RICHARD SCRASE, wine merchant, Old Fish-st. City, May 21 and June 18, at twelve, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Gilbert and Co. Brabant-court, Philpot-lane, sols. Date of fiat, May 7. J. Adnam and T. Kingsley, wine merchants, Old Fish-st. pet. crs.

STYLES, CHARLES, grocer and tea dealer, Montague-st. Worthing, May 21, at one, June 26, at twelve, Basinghall-st Com. Evans; Johnson, off. ass.; Buchanan and Co. Basinghall-st. sols. Date of fiat, May 8. J. Woodham, gent. Bushwash, Sussex, pet. cr.

WOODROFFE, SAMUEL, wine merchant, Chepstow, Monmouthshire, May 17 and June 21, at eleven, Bristol. Com Stephen; Kynaston, off. ass.; Messrs. Bevan, Bristol, sols. Date of fiat, May 6. J. Proctor, esq. Chepstow, pet. cr.

Gazette, May 14.

AUSTIN, JOHN SUNMAN, surveyor and builder, Well-st. Bedford, May 21, at half-past one, June 21, at one, Basinghall-st. Com. Holroyd; Groom, off. ass.; Buchanan and Co. Basinghall-st. sols. Date of fiat, May 4. J. Austin, millwright, Cambridge, pet. cr.

BAKER, JOHN, grocer, late of Romsey, Hants, May 24, at half-past two, June 21, at twelve, Basinghall-st. Com Fonblanque; Belcher, off. ass; Burtis, Romsey, and Messrs. Bower and Son, Chancery-lane, sols. Date of fiat, May 11. C. Gray, grocer, Southampton, pet. cr.

BRENNAND, ELAH, ironmonger and tinman, Highgate, May 21, at half past one, June 25, at eleven, Basinghall-st. Com. Williams; Graham, off. ass.; Bartholomew, Gray's-inn, sol. Date of fiat, May 7. A F. and R. F. Swift, tinplate workers, St. John-st. Clerkenwell, pet. crs.

BROWN, EDWARD, merchant, Birmingham, May 21 and June 24, at one, Birmingham; Valpy, off. ass.; Messrs. Whateley, Birmingham, sols. Date of fiat, May 7. W. and J. Hensman, cabinet makers, Birmingham, pet. crs.

BURTON, WILLIAM, upholsterer, 28, King-st. Soho, May 22, at two, June 25, at twelve, Basinghall-st. Com. Fane; Whitmore, off. ass.; Bennett, Bloomsbury-sq. sol. Date of fiat, May 8. S. Collins, ironmonger, Rathbone-place, pet. cr.

DRAKE, HENRY, attorney-at-law and money-scrivener, Barnstaple, Devon, May 28, at twelve, June 26, at one, Exeter, Com. Goulburn; Hertzel, off. ass.; Bemridge and Toller, Barnstaple, Moore, Exeter, and Toller, Gray's-inn-sq. sols. Date of fiat, April 26. J. B. Bignell, doctor of medicine, Barnstaple, pet. cr.

FOSTER, EDWIN, tailor, Snargate-st. Dover, May 21, at half-past eleven, June 25, at twelve, Basinghall-st. Com. Evans; Green, off. ass.; Dods and Linklaters, Leadenhall-st. sols. Date of fiat, April 25. J. P. Bull, woollen warehouseman, St. Martin's-lane, pet. cr.

HARRIS, JOHN WINDOW, wine and spirit merchant, Wolverhampton, May 24, at half-past one, June 18, at half-past twelve, Birmingham, Christie, off. ass.; Phillips and Bolton, Wolverhampton, sols. Date of fiat, May 8. W. Aston, auctioneer, Wolverhampton, pet. cr.

HAYWARD, ELIZABETH, innkeeper, Castle Hedington, Essex, May 22, at half-past one, June 25, at eleven, Basinghall-st. Com. Fane; Whitmore, off. ass.; Marston, Torrington-square, sol. Date of fiat, May 2. W. Weybroy, innkeeper, Gestingthorpe, Essex, pet. cr.

HOWDEN, JOSEPH, ironfounder and engine manufacturer, Wakefield, May 25 and June 18, at eleven, Leeds, Com. Bere; Fearne, off. ass.; Willis and Co Tokenhouse-yard, and Sykes, Wakefield, sols. Date of fiat, May 9. J. Howden, clerk, Wakefield, pet. cr.

LANCEFIELD, THOMAS COURTNEY, builder, Augustus-sq. Regent's-park, May 24, at two, June 25, at half-past eleven, Basinghall-st. Com. Fane; Alsager, off. ass; Venning and Co. Tokenhouse-yard, sols. Date of fiat, May 9. T. F. Robins, W. C Venning, and W. B. Naylor, attorneys, Tokenhouse-yard, pet. crs.

PLEDGE, JOHN, bricklayer, carpenter, and builder, Vauxhall-street, St. Mary, Lambeth, May 24, at half-past one, June 25, at one Basinghall-st. Com. Fane; Alsager, off. ass.; Harpur, Kennington-cross, sol. Date of fiat, May 13. J. Notley, builder, Dorset-place, Clapham-road, pet. cr.

POLAK, JAMES MICHEL, merchant, 4, Coleman-street-buildings, City, May 24, at two, June 21, at one, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Maltby and Grant, Broad-street-buildings, sols. Date of fiat, May 8. J. F. Whisken, wine merchant, 8, Broad-st. pet. cr.

REEVE, EDWIN, fruiterer, Liverpool, May 24, at twelve, June 20, at eleven, Liverpool, Com. Phillips; Cazenove, off. ass.; Holme and Co. New-inn, and Booker, Liverpool, sols. Date of fiat, May 10. F. Siege, victualler, Liverpool, pet. cr.

RICHARDSON, RICHARD, gambroon manufacturer, Manchester, June 10 and 24, at twelve, Manchester; Stanway, off. ass.; Reed and Shaw, Friday-street, and Sale and Worthington, Manchester, sols. Date of fiat, May 11. C. Beesley, currier, Halifax, pet. cr.

TODD, JOHN, sen. and jun. ironmongers, Bury-st. Bloomsbury, May 28, at twelve, July 2, at eleven, Basinghall-st. Com. Evans; Johnson, off. ass; Roberts, Bride-court, Fleet-street, sol. Date of fiat, May 13. D. Davies, gent. 58, Goswell-road, and Elizabeth, his wife, pet. crs.

WETMORE, THOMAS HEWETT, grocer and tea dealer, Broad-street, Worcester, May 22 and June 24, at eleven, Birmingham, Com. Daniell; Bittleston, off. ass.; Berkeley, Lincoln's-inn-fields, and Hare, Birmingham, sols. Date of fiat, April 25. A. Palmer, J. R. Delafosse, and H. Wathen, wholesale tea dealers, Fenchurch-st. pet. crs.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, May 7.

Browne, T. A. M. no trade or profession, Stoke St. Mary, Somersetshire.—*Coppers*, R. schoolmaster, Tunbridge-wells.—*Croft*, E. bricklayer, Castle-st. Southwark.—*Daniel*, J. farm bailiff, Langstone, Monmouthshire.—*Daniell*, N. dentist, Charlotte-st. Fitzroy-sq.—*Farrer*, J. victualler, Liverpool.—*Friend*, [illegible] bootmaker, Hithe, Kent.—*Harris*, E. clerk, Branch-place, Hoxton.—*Harris*, W. baker, Oxford.—*Hederstedt*, C. out of business, Lambeth-road.—*Henry*, D. engraver, Leeds.—*Hillhouse*, J. P. hawker, Bedford.—*Hilton*, J. curate, Meare, Somersetshire.—*Hodgson*, T. joiner, Otley, Yorkshire.—*Howell*, E. tailor, Henstridge-place, St. Marylebone.—*Lancashire*, P. gardener, Chorlton-upon-Medlock.—*M'Cormick*, E. tailor, Carlton-st. Regent-st.—*M'Larty*, J. lodging-house keeper, Spring-st. Shadwell.—*Merchant*, J. sen. builder, Boxley, Kent.—*Mason*, T. tailor, Sheffield.—*Newman*, W. builder, Hammersmith.—*Nye*, J. surgical instrument maker, Alfred-place, Southwark.—*Parker*, J. the elder, coach maker, Bath.—*Parker*, W. coal dealer, Norwich.—*Parrott*, H. out of business, Marlborough-pl. Walworth-rd.—*Patten*, J. messenger, Paradise-st. Lambeth.—*Small*, G. pig butcher, Liverpool.—*Short*, S. boot maker, Berwick-st. Westminster.—*Sutcliff*, J. carrier's agent, Halifax.—*Sutcliff*, R carrier, Rochdale.—*Tipper*, W. traveller, Lady Lake's-grove, Mile-end-road.—*Vinter* R gentleman, Springfield, Isle of Wight.

Gazette, May 10.

Adams, T. out of business, Blackman-st. Southwark.—*Baker*, J. assistant grocer, Goudhurst. *Bull*, J. plumber, Union-road, Clapham-rise.—*Bulls*, J. jun. omnibus driver, Holloway-road.—*Bemus*, T. beer retailer, Regent-st. Vauxhall-bridge-road.—*Blackhurst*, R. auctioneer, Toxteth-park.—*Canner*, W. cabinet maker, Brighton.—*Clough*, T. assistant to a provision dealer, Bradford.—*Collins*, J. dealer in toys, Blackfriars-road.—*Croxson*, E. wheelwright, Southchurch, Essex.—*Dyer*, J. innkeeper, Kingston St. Michael, Wiltshire.—*Foreman*, F. J. victualler, Seven-oaks.—*Harwood*, J. tailor, Hartherleigh, Devonshire.—*Hentig*, J. W. wine merchant, Hamilton-place, St. Pancras.—*Hodson*, E. bookkeeper, Birmingham.—*Mopsey*, H. sheriff's officer, Baker's-row, Walworth.—*Russell*, E. out of business, Kennington-oval.—*Sparke*, J. dairyman Princess-st. Drury-lane.—*Talbot*, R. H. out of business, Millbank st. Westminster.—*Taylor*, J. painter, St Alban's-st. Kennington-road.—*Unsworth*, J. butcher, Liverpool.—*Walker*, J. steel-pen manufacturer, King's Norton.—*Williams*, F R. out of business, St. James's-place, Walworth-common.—*Word*, H. blacksmith, Eckington.—*Young*, J. auctioneer, Durham.

TO BE HEARD BY ORDER OF COURT.

Town.

The following Prisoners, whose Estates and Effects have been vested in the Provisional Assignee by Order of the Court, having filed their Schedules, are ordered to be brought up before the Court in Portugal-street, to be dealt with according to the Statute.

Gazette, May [illegible].

Court-house, Portugal-street, May 31, *at nine.*

Bartlett, W. lighterman, Fair-st. Horsleydown.—*Blower*, H. foreman to a box maker, Osborne-st. Spitalfields.—*Brown*, E. carpenter, Willesden.—*Fabian*, B. out of business, Norwood.—*Howard*, G. manufacturer of farina and porter merchant, Suffolk-place, Hackney-road, and Miles-lane, Cannon-st. and Bucklersbury.—*Lambole*, J. ivory cutter, Foley-st. Marylebone.—*Overton*, R. W. caulker, East-field-st. Limehouse.—*Parkins*, J. victualler, Lambeth-st. Whitechapel.—*Treherne*, T. upholsterer, Charles-st. Middlesex-hospital.—*Worms*, L. broker, Brook-hill, Clerkenwell.

Same hour and place, June 1.

Askham, H. tailor, St. James's-st. Piccadilly.—*Collins*, G. R. out of business, Wine-office-court, Fleet-st.—*Durston*, A. out of business, Gate-st. Lincoln's-inn-fields.—*Hall*, G. baker, High-st. Hoxton Old-town.—*Laing*, J. hatter, Riley's-park, Bermondsey.—*Marshall*, the Rev. H. J. clerk, Acre-lane, Brixton.—*Newington*, J. out of business, Bermondsey-st.—*Pasmore*, E. S. attorney, Basinghall-st, and Princes-sq. Kennington.—*Saunders*, H. out of business, John-st. Tottenham-court-road.—*Walker*, J. out of business, Harp-alley, Shoe-lane, and Stamford-st.—*Ward*, G. out of business, Stebon-terrace, Stepney.—*Yardley*, J. out of employ, Old Chapel-row, Kentish-town.

Same hour and place, June 3.

Asdell, J. coachmaker, Cottage-place, Tottenham-court-road.—*Bolton*, J. F. porkman, Pleasant-place, Holloway.—*Brayshaw*, T. foreman to a tailor, Norfolk-st. Middlesex-hospital.—*Fraser*, C. general agent, Old Jewry.—*Goyatt*, G. out of business, Great James-st. Camberwell New-road.—*Hollins*, J. P. retailer of beer, Essex-st. Southwark, and Moorgate-st.—*Hotton*, J. victualler, London-st. Ratcliff.—*Rielly*, J. carpenter, Hornsey-road.—*Ruffell*, J. painter, Upper Charlton-st. Fitzroy-sq.—*Sanders*, C. carpenter, Melbourne-sq. North Brixton.—*Vincent*, R. tailor, Vincent-st. Limehouse.—*Warner*, C. statuary, Chichester-place, King's-cross.

From the Gazette of Friday, May 17.

Bankrupts.

Lamb, E. B. builder, Burton-crescent.—*Banks*, S. victualler, Ipswich.—*Masterman*, R. surgeon, Trinity-st. Southwark.—*Cattenoe*, F. and J. jewellers, Reigate, Surrey.—*Younghusband*, T. W. [illegible] manufacturer, Upper Belgrave-place.—*Newton*, C. and *Worsman*, C. engineers, Kingsland-road.—*Marks*, R. victualler, Union-st. Southwark.

THE REPORTS.

The following are the names of gentlemen who favour the Law Times with the Reports:—

PRIVY COUNCIL by Henry R. Dearsly, Esq., of the Middle Temple, Barrister-at-Law.

HOUSE of LORDS by Henry R. Dearsly, Esq., of the Middle Temple, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by Richard Griffiths Welford, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by George Goldsmith, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. Macaulay, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by Henry Baker, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by John Bridge Aspinall, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by James A. Foot, Esq. of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. Saunders, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. Foot, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by John W. Bittleston, Esq., of the Middle Temple.

ADMIRALTY COURT by John W. Bittleston, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. Angus Homes, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. Robinson, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by James A. Foot, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law; and Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by Edw. W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by Wm. St. Leger Babington, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Wednesday, May 22.

FEARNSIDE v. DERHAM.

THOMPSON v. DERHAM.

Practice—Prosecution of decrees.

These causes, upon which the Lord Chancellor had given judgment last term, stood in the paper to be spoke to on the minutes, and which had occupied nearly the whole of the last motion-day of last Term.

The Lord Chancellor said there was a general decrée for the administration of assets in *Thompson* v. *Derham*, and that the plaintiff Fearnside, whose lien had been established in *Fearnside* v. *Derham*, might go into the Masters' office and assert his claim in *Thompson* v. *Derham*.

Tinney, for the plaintiff in the first suit, objected, that the first suit was expressly to establish the plaintiff's lien, whereas in the second suit he would merely go in as a defendant to establish his claim, and would be embarrassed by the interests of the other parties; but

The Lord Chancellor.—It is all a matter of account; and the right of the plaintiff being established, all he will do will be to go into the Masters' office in the suit of *Thompson* v. *Derham*, when his claim being allowed, he will have nothing more to do with the suit. No one professes to have any claim before the plaintiff but the family. The mortgage account will be settled. Nothing can now remain in controversy in which the plaintiff is concerned, except the amount of his mortgage. I can give the plaintiff all the proceeds of the sale. He is interested in one item; when that is settled it is taken out of the general account, and he can have an interim order for the sale and payment of the money. The decree in *Fearnside* v. *Derham* having settled the priorities, the plaintiff is ordered to go in and claim in *Thompson* v. *Derham*.

Minutes settled accordingly.

MATHER v. SKELMERDINE.

Pauper plaintiff—Practice—Affidavits.

Willcock moved to discharge an order made by the Master of the Rolls, by which the plaintiff was declared not entitled to sue *in formâ pauperis*, on the ground, that by the testimony adduced on affidavit on the part of the defendants, he appeared to be worth more than 5*l*. The defendant's affidavits stated that the plaintiff was a coachmaker at Manchester, and that he had "a carriage," and many implements of his trade, amounting in value to more than 20*l*.

This the plaintiff contradicted in general terms, but he did not particularly deny that he had "a carriage." His solicitor, also, made an affidavit, stating many circumstances leading to the inference of the plaintiff's poverty, but he did not state positively that he believed he was not worth 5*l*.

Follett, contrà, was not called on.

The Lord Chancellor.—There is a general answer by the defendant's affidavits to the general allegations of poverty on the part of the plaintiff; and the defendant states positively that the plaintiff has carriages or a carriage, and the plaintiff afterwards makes an affidavit, but does not deny it. The solicitor also makes no express statement that the plaintiff is not worth 5*l*. The order of the Master of the Rolls was right.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Wednesday, April 24.

MAITLAND v. RODGER.

Practice—Rule of the 15th sect. of 1 Wm. 4, c. 36—Notice—Service—Taking a bill pro confesso—Jurisdiction of the Court—Vesting order under Insolvent Debtors' Court—Discovery—Pauper defendant.

The 12th rule of 15th sec. of 1 Wm. 4, c. 36, enacts, where, upon application of the plaintiff, the Court shall be satisfied that justice cannot be done to the plaintiff without an answer to the bill or to the interrogatories from the defendant himself, "that the defendant do remain in the custody of the keeper of the King's Bench prison, until he shall fully answer the plaintiff's bill, or this Court make other order to the contrary; but this order is without prejudice to the plaintiff's availing himself of any of the provisions of the Act of Parliament in that case made and provided."

Where, under the above rule, the plaintiff obtained an order that the defendant might remain in custody until answer or further order, he was not compelled to proceed according to the 13th rule of the 15th sec. to take the bill pro confesso.

Where the defendant is so detained in custody, and his answer is necessary for the purpose of doing justice, the Court will order him to remain in custody, although the plaintiff has obtained a vesting order against the estate of the defendant in the Insolvent Debtors' Court, and the defendant has filed his schedule: for this Court will not forego its own inherent powers, or cast aside its machinery of bill and answer for enforcing a discovery, upon the presumption that the necessary discovery may possibly be made in the Insolvent Debtors' Court, by means of an examination there, which the defendant may answer or not at his own option.

This was a motion to discharge the defendant out of custody of the keeper of the Queen's Bench Prison, where he had been placed for contempt, without the defendant paying the costs of his contempt, and that an order made on the 13th July, 1843, under the above-mentioned 12th rule, sec. 15, 1 Wm. 4, c. 36, might be discharged with costs.

The facts of the case were these:—It appears that the plaintiff and defendant had carried on business for some time as tailors, and the latter was the only acting partner, and that lately the defendant had made a discovery that the defendant had misconducted himself in the concern, and had been carrying on a system of fraud against the plaintiff—for, upon examining into the partnership accounts, he found that the books in many instances shewed considerable debts due to the concern, which, upon the plaintiff's making inquiry of the several debtors, were proved either to have been paid to the defendant, or which he had set off against debts due from himself to them. The bill prayed a dissolution of partnership—that the accounts might be taken—that a receiver might be appointed—and an injunction issued by the Court; but the prayer of the bill did not extend to any balance that might be found due from the defendant upon taking the partnership accounts. The bill was filed on the 21st of January, 1843, and the defendant duly appeared thereto, but did not file his answer; and an attachment issued against him accordingly for want of an answer. On the 15th of June following, the defendant was brought to the bar of the Court by *habeas corpus*, and then remanded to prison. The defendant still refused to put in his answer, whereupon the plaintiff proceeded *ex parte*, and under the 12th rule of the 15th sec. of 1 Wm. 4, c. 36, obtained an order for the defendant to remain in custody until he should have fully answered the plaintiff's bill. The order was not served upon the defendant, but was, on the 18th of July, lodged with the clerk of the papers of the Queen's Bench prison. The plaintiff presented his petition to the Insolvent Debtors' Court on the 12th of August, and obtained a vesting order against the defendant's estate. The defendant filed his schedule, but upon applying to that Court, on the 19th of March last, for his discharge out of custody, his application was opposed by the plaintiff, by reason of the defendant not having filed his answer under the terms of the above order of the 13th of July; whereupon the defendant was again remanded, and then obtained an order to defend *in formâ pauperis*.

Anderton, for the defendant, urged that he ought to be discharged out of custody, on the ground of irregularity, for that the plaintiff ought, according to the 13th rule of the 15th sec. of 1 Wm. 4, c. 36, to have proceeded to take the bill *pro confesso*; but he had not done so within the time allowed by that rule. Moreover, that the order of 13th July having been obtained without notice, and not having been served upon the defendant, it was irregular, and that the directions contained in the 13th rule,(*a*) under which the defendant ought to have been brought up for the purpose of taking the bill *pro confesso*, were not waived by the order of 13th July.

Rasch, for the plaintiff.

Cases cited: *Woodward* v. *Conebeer* (1 Hare, 297); *King* v. *Bryant* (3 My. & C. 191).

The Vice-Chancellor.—I am of opinion that the plaintiff was not bound in obtaining the order under the 12th rule to give notice to the defendant; the principal question to be decided is, whether, at this time, there is a sufficient reason for detaining the defendant in custody. On behalf of the defendant it is urged, that since the order made in July, the vesting order made by the Court for the relief of Insolvent Debtors has passed all his interest into his assignee; it therefore lies upon the plaintiff to shew that it is material to obtain an answer from the insolvent: the plaintiff does not seek relief, but comes for a discovery only as to the manner in which the defendant has carried on his dealings with the customers. Now, it might happen that, with respect to some of them, the defendant has made no entries of their dealings in the partnership books; in such a case it would not appear what was due from them; and in respect of these debts to the partnership concern, the plaintiff is entitled to an answer. I must, therefore, act with an even hand between the parties; and although the whole spirit of the English law is without question in favour of the liberty of the subject, yet, where a party has been brought into custody under circumstances of such an unfavourable character, he has no right to complain of being detained in custody, so long as he refuses to disclose the state of affairs as they exist between himself and his partner. It is true that the defendant has now no interest in the matter; and it has been suggested that the whole state of the partnership transactions will be unfolded in the proceedings in the Insolvent Debtors' Court. But it is urging a somewhat novel argument to say, that this Court is to throw away its machinery of bills and answers, and so far trust to what another Court may do in furthering the ends of justice between the parties, as to allow a defendant to go out of Court upon the ground that inquiries may be made in the Insolvent Debtors' Court, and questions put which the defendant may answer or not at his option. I am of opinion that the justice of the case demands that the defendant should answer; for without a discovery, the plaintiff cannot know how his affairs stand. I cannot, therefore, at present, order the defendant to be discharged. If he be not prepared to put in an answer, but is in a condition to make a fair statement as to the matters inquired into, perhaps you may come to terms.

Motion refused.

Thursday, May 2.

CARTER v. GORDON.

Practice—Subpœna to appear and answer—8th order, 26th Aug. 1841.

The 8th order directs "that if the defendant being duly served with a subpœna to appear to and answer the bill, shall refuse or neglect to appear thereto, the plaintiff shall, after the expiration of eight days from such service, be at liberty to apply to the Court for

(*a*) The 13th rule above referred to directs, "That if a defendant does not put in an answer within two calendar months after he is lodged in gaol or prison, or the attachment is lodged against him, he being already in prison, the plaintiff shall, at the expiration of such two calendar months, proceed to take the bill *pro confesso*, and shall accordingly obtain an order for taking the same *pro confesso* within six weeks after the period computed from the expiration of such two calendar months, within which he may be able to take the same *pro confesso*; or, in default, that the defendant shall, upon application to the Court, be entitled to be discharged out of custody without payment of any of the costs of the contempt unless the Court shall, under the power thereinbefore contained, see good cause to amend and detain the defendant in custody.

leave to enter an appearance for the defendant; and the Court being satisfied that the subpœna has been duly served, and that no appearance has been entered for the defendant, may give such leave accordingly; and that thereupon the plaintiff may cause an appearance to be entered for the defendant; and thereupon such further proceedings may be had in the cause as if the defendant had actually appeared.

When under the above order a party moves to enter an appearance, the subpœna must also call upon the defendant to answer.

This was an application by motion to the Court that, in pursuance of the 8th order of Aug. 1841, the plaintiff might be at liberty to enter an appearance for the defendant, he having neglected to appear thereto.

Cole, for the motion, contended that, notwithstanding the subpœna was the common one to a bill of revivor, and which did not call for an answer, yet that it was substantially the same as the subpœna to appear to and answer, for the defendant was in a position to plead, answer, or demur to such bill of revivor in the same manner as he might use such modes of defence to an original bill.

The VICE-CHANCELLOR. Does the subpœna in this case call upon the defendant to appear and *answer?* If not, I cannot think that it is within the scope and meaning of the order, which expressly says, "That if the defendant, being duly served with a subpœna to appear and answer the bill, shall refuse or neglect to appear thereto, &c." I am of opinion that unless the subpœna call for an answer, it does not fall within the 8th order. *Motion refused.*

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Thursday, May 23.

Ex parte BURNARD.

Infant—Maintenance—Costs.

The costs of a petition by infants for the application of the income of property to which they were entitled for their maintenance, their father being unable to support them, ordered to be paid out of the corpus of the property.

Under the will of Richard Broadbridge, dated the 18th of June, 1833, the petitioners, who were infants, were beneficially entitled to a fund in the possession of trustees. The father of the petitioners being unable to maintain them, a petition had been presented, praying the usual reference to the Master, and that they might have the whole income of the fund applied for their maintenance. Upon this reference, the Master made his report on the 23rd of March, 1844, whereby it appeared that the whole income of the fund in question (87*l.* 16*s.* 10*d.* per annum), would be properly applicable for the maintenance of the petitioners. A petition was now presented, praying the confirmation of the Master's report, and that the costs of the petitions should be paid out of the *corpus* of the fund. This petition had been heard on a previous day, and stood over for the production of authorities as to the payment of the costs out of the *corpus*.

Renshaw, for the petitioners, now cited *Ex parte England* (1 R. & M. 499); *Ex parte Swift* (1 R. & M. 575); *Ex parte Chambers* (1 R. & M. 577); *Ex parte Green* (1 Jac. & Walker, 255); *Ex parte Thomas* (Amb. 145), and *Ex parte Whitfield* (3 Brown, 5 0 n.)

Piggott, for the trustees, assented to the payment of the costs in the way proposed.

The VICE-CHANCELLOR.—I think, upon the authorities cited, I may venture to do it, particularly as I understand that the fund is the absolute property of the infants.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Wednesday, May 22.

REG. *v.* THE GUARDIANS OF THE POOR OF THE CITY OF OXFORD.

The guardians of the poor, acting under a local Act of Parliament, are bound to obey the orders of the Poor Law Commissioners, notwithstanding such orders are at variance with the provisions of the Local Act—Approval by Commissioners, under 4 & 5 Wm. 4, c. 76, s. 22.

Erle and *Thomas* shewed cause against a rule, calling on the guardians of the poor within the city of Oxford to shew cause why a writ of *mandamus* should not issue directed to them, and commanding them to appoint a proper person to be master of the workhouse, pursuant to an order issued by the Poor Law Commissioners on the 14th August, 1843, for the government of the workhouse belonging to the incorporation of the guardians of the poor within the city of Oxford. The order of the commissioners directed the said guardians, or the majority of them present at a meeting of that body, "on the occurrence of any vacancy, to appoint a master of the workhouse," and prescribed certain regulations as to the mode of appointment. The guardians, on the 22nd September of each year, had been accustomed to appoint their officers for the term of one year, commencing on the following 29th September; and Mr. Price, the present master of the workhouse, was appointed on the 22nd September, 1842, and had been annually so appointed on the same day for several years previously. On the 21st September, 1843, the guardians passed a resolution, which was entered in their books in the following form—"Ordered, that the officers in this establishment are officers during pleasure, and that no appointment shall for the future take place as on an annual election." No election took place, either on the 22nd or 29th of Sept., 1843, but Mr. Price continued to act as master. In the month of November, the Poor Law Commissioners issued a second order, directing the guardians "to proceed to appoint a fit and proper person to act as master." The guardians disregarded this order, upon the ground that, as Mr. Price had not been removed, there was no vacancy in the office; and thereupon this rule was obtained, on the ground, 1st, That the guardians were bound to obey the order of the Poor Law Commissioners of the 16th August, 1843; and, 2ndly, that the resolution of the guardians of the 21st Sept. was invalid, from want of approval by the Poor Law Commissioners, and 4 & 5 Wm. 4, c. 96, s. 22.

It was now submitted, first, that the order of the Poor Law Commissioners did not apply, as there really was no vacancy. Secondly, that the resolution, making the appointments of officers appointments during pleasure, was not a matter connected with the relief of the poor, and therefore not within the 4 & 5 Wm. 4, c. 76, s. 22. Thirdly, that the order of the Poor Law Commissioners was a interference with the constitution of the guardians, inasmuch as it enabled a majority of the guardians present at any meeting to do an act which, under the local act, required a number not less than five; and that such interference was unlawful under 4 & 5 W. 4, c. 76, s. 9, unless the consent of three-fourths of the guardians had been previously obtained.

Thesiger, S. G., and *Tomlinson*, contrà, were not heard.

The COURT held, that although the guardians were acting under a local Act, they were nevertheless exempt from the authority of the Poor Law Commissioners, and consequently were bound to fill up the vacancy in compliance with the order, provided a vacancy existed, which would depend upon the validity of the resolution of guardians of the 21st Sept. That resolution was necessarily invalid for want of the approval of the Poor Law Commissioners, under the 22nd section of 4 & 5 Wm. 4, c. 76, and therefore a vacancy must have occurred on the 29th of September, which ought to have been filled up in pursuance of the Poor Law Commissioners' order.

Rule absolute.

Re GEORGE LUKE.

Re-admission of attorney—Neglect of town agent to instruct counsel to move for re-admission.

Willes moved for leave for the applicant to be re-admitted as an attorney to take out his certificate. It appeared that proper affidavits had been filed, and notice of the applicant's intention to apply for re-admission had been given for the last day of last term, but by inadvertence on the part of the town agent counsel were not instructed to make the motion. Fresh notices for the first day of this term have been given. An application had been made to Patteson, J. at chambers, under 6 & 7 Vict. c. 73, but this learned judge was of opinion that the Act did not apply to such a case, and the party was therefore obliged to come to ask the Court to exercise the discretion reposed in them of moulding their rules to suit the circumstances of the case. It was sworn to be a matter of great importance to the applicant, who had not been in any manner instrumental in the irregularity.

The COURT held that all they could do, would be to allow the same notices to stand for the last day of the present term, although there was no former instance of indulgence given even to that extent.

Rule refused.

BUSINESS OF THE WEEK.

Wednesday, May 22.

MILES *v.* BOUGH.—*Butt* and *Carron* shewed cause against a rule to arrest judgment for the plaintiff, on the ground that no sufficient cause of action appeared on the face of the declaration; and, secondly, for a new trial, on the ground of the insufficiency of the evidence: citing *Miles* v. *Bough* (12 L. J. N. S. Q. B. 74); *Taylor* v. *Chelmsford* (2 Q. B. 1008); *Gibson* v. *Coggatt* (2 Camp. R. 188); *Croxton* v. *Worthey* (4 M. & W. 5). *Manning*, Serjt. contrà.

Rule discharged.

SMALE *v.* WALLER.—*Platt.* To set aside a verdict for the defendant, and for a new trial, on the ground of misdirection. *Cur. adv. vult.*

FRITH *v.* LINDSELL.—*John Henderson.* Stands over for a week.

REG. *v.* LEE. *Cur. adv. vult.*

CHAPMAN and ANOTHER *v.* FIELDING.—*Alexander.* To set aside a warrant of attorney and judgment sued thereon, on the ground of its having been prepared by the plaintiff's attorney, and attested on behalf of the defendant by an attorney named by the plaintiff's attorney, and a perfect stranger to the defendant: citing 1 & 2 Vict. c. 110, s. 9; *White* v. *Cameron* (6 Dowl.); *Fisher* v. *Nicholds* (2 Dowl. 251). *Rule nisi.*

GARDNER *v.* WESTLAKE.—*Webster.* To discharge a judge's order allowing certain pleas to be pleaded.

Rule nisi.

BROWN *v.* PEGG.—*Erle* and *Pratt* shewed cause. *Peacock*, contrà. *Cur. adv. vult.*

WOOD *v.* BASSETT.—The Court gave judgment to-day, and made the rule absolute for a new trial.

Rule absolute.

Thursday, May 23.

REG. *v.* THOS. NUTTALL.—*Crompton*, For *certiorari* to bring up the depositions taken under a coroner's inquisition, in order to the prisoner's being admitted to bail in the country on a charge of manslaughter.

Rule granted.

DIMMOCK *v.* HOME.—*Watson.* To set aside a demurrer as frivolous. *Rule nisi.*

HOWARD *v.* CORDIE.—*Corrie.* To discharge defendant out of execution, on the ground that the writ upon which he was taken had been satisfied.

Rule nisi.

REG. *v.* NORTHERN AND EASTERN RAILWAY COMPANY.—*John Gray.* *Mandamus* commanding the company to make certain alterations at and above a bridge near Brookbourne. *Rule nisi.*

HARRISON *v.* VARTY AND ANOTHER.—*Jervis.* To set aside verdict for the plaintiff, and enter the same for the defendant, pursuant to leave reserved.

Rule nisi.

WILKINSON *v.* LLOYD, LEMAN and LLOYD.—*Martin*, *Cowling*, and *Raffles* shewed cause against rule to get aside the verdict for the plaintiff, and to enter a nonsuit.—*Knowles* and *Addison*, contrà.

Cur. ad. vult.

COURT OF EXCHEQUER.

TRINITY TERM, 1844.

Wednesday, May 22.

REG. *v.* SCOTT.

Erle, Q. C. mentioned this case again. He had moved last Term to discharge a recognizance, entered into by the defendant, as engineer to a railroad company, to erect a bridge in a particular manner.

Upon his failing to do so, the recognizance was estreated by the Court of Queen's Bench. The bridge had afterwards been finished in a proper manner, and it then became necessary to apply to this Court, as in a matter concerning her Majesty's Exchequer, to discharge the recognizance.

The application was made last Term, and postponed, in order that the defendant might produce a certificate from some competent person of the completion of the bridge. A certificate from General Pasley was now produced. *Rule absolute.*

DOE *dem.* WILLIAM THE FOURTH and OTHERS *v.* ROE.

Hayes moved to strike out several of the demises in the declaration, which were entirely fictitious.

The defendants had not appeared, or entered into the consent rule.

By the COURT.—We know nothing of your client until he signs the consent rule. All we know is, that Richard Roe has been polite enough to give some one notice to appear. You must make this application after you have done so.

Re H. H. HARRIS.

Jervis shewed cause against a rule obtained by *V. Williams*, to set aside the taxation of an attorney's bill, upon the ground that the bill had been paid more than a year.

The application was founded on the late Attorneys and Solicitors Act. The payment had been made by a bill of exchange, and it was now contended that such a payment was not within the statute.

The Court were of this opinion.

Rule discharged.

WHELDAL *v.* NORTHERN and EASTERN RAILWAY COMPANY.

Jervis, Q. C. shewed cause against a rule obtained by *Lush*, to set aside the judgment signed by defendant as irregular, or to review the taxation.

By a rule of Court, the party seeking the increase of costs is required to serve a copy of his affidavit upon the other side. In this case, the copy served by the defendants omitted the *jurat*, and it was contended by the plaintiff that it was not a copy of an affidavit at all, but a mere nullity. For the defendant, it was contended that the omission was altogether immaterial.

Upon this point, the Court held that the copy was insufficient, and that the rule ought to be absolute to review the taxation. *Jervis* then objected that the rule asked for too much, that it should not have been to set aside the judgment, and that therefore it should not carry costs.

Rule absolute, without costs.

HIGGS v. HARRISON.

M. D. Hill and *Hayes* shewed cause against a rule obtained by *Adams*, Serjt. to set aside the verdict for the plaintiff and enter a nonsuit. The case was tried before Gurney, B. at Northampton.

The contract, upon which the action was brought, was for the sale of some goods, and also for the lease of a house and premises. The action was to recover the value of the goods. For the defendant it was contended that the contract ought to have been in writing.

For the plaintiff, it was argued that the contract was, at all events, good as to the sale of the goods, but that it was also good as a parol demise of the land, which was to take present effect.

By the COURT.—This case seems to be decided by the fact, that neither portion of the contract was for a future interest in the land.

Rule discharged.

Thursday, May 23.

MILLER v. CHIFFINS.

Bramwell moved to set aside a *fi. fa.* *Rule nisi.*

COLQUHOUN v. BURFORD.

Miller moved to strike out the *indebitatus* counts in the declaration.

The application had been made in the first instance to Gurney, B. at chambers, and referred by him to the Court. Cause to be shewn in the first instance.

Jervis, Q. C. now shewed cause. The declaration contained, first, a special count upon a warranty of a horse; and, secondly, a count for money had and received, and on an account stated. It was now contended for the plaintiff, that it did not appear upon the face of the counts that they were for the same cause of action, and that in point of fact they were not so. The first count claims uncertain damages alleged to have been sustained in consequence of the breach of the warranty; the second claims a specific sum paid by the plaintiff in pursuance of a contract, which he now alleges has been rescinded by the act of the defendant.

For the defendant it was argued that although the two counts, as they appeared in the declaration, did not appear to be for the same cause of action, yet that the plaintiff had by his particulars shewn that they were so, and had restricted himself from giving evidence of damage under one count, which he might not prove under the other.

By the COURT.—The only question for us to consider is, whether upon the face of the counts they seem to us to be for the same cause of action. Now they do not; and, therefore, this application cannot be entertained. It may be that the plaintiff has precluded himself, by his particulars, from giving evidence upon one of the counts, but that can only be taken advantage of at the trial. *Rule refused.*

THE NEW TRIAL PAPER.

HARRISON v. WRIGHT.

Hill, Q.C. and *Humfrey* shewed cause against a rule obtained by Whitehurst for a new trial, or to enter a verdict for the defendant. The action was tried before Gurney, B. at the last assizes at Nottingham. The case turned upon the facts.

Rule absolute for a new trial.

BUSINESS OF THE WEEK.

Wednesday, May 22.

GROVE v. DAY.—Rule obtained for a new trial. *Peacock* shewed cause. No one in support.

Rule discharged.

SHARP, P. O. v. SPEED.—*Peacock* shewed cause against a rule obtained by Gunning for judgment as in case of a nonsuit.

No rule served—struck out.

DODSLEY, Clerk, v. PLANT. SAME v. FITZHERBERT, Esq.

Rules discharged with costs, by consent.

STEWART v. VEVERS.—Rule obtained by Thomas for a new trial. No cause shown.

Rule absolute.

FEW v. JONES.—*Pashley* shewed cause against a rule to set aside verdict and ente. a nonsuit obtained by *Willes*. *Rule absolute.*

TAYLOR v. WALTON.—Sir J. *Bayley* moved to set aside a nonsuit and for a new trial. Case tried before the sheriff of Staffordshire. *Rule nisi.*

Thursday, May 23.

KNIGHT v. GIBBS, the Younger.—*Whitehurst* shewed cause against a rule obtained by *Humfrey* for a new trial.

Cur. adv. vult.; afterwards rule discharged.

ATKINSON v. WEBSTER.—*Watson*, Q. C. shewed cause against a rule obtained by *Jervis*, Q. C. for a new trial, on the ground of the verdict being against evidence. *Rule absolute on payment of costs.*

BOWSKILL v. FOSTER.—*Baines*, Q. C. shewed cause against a rule obtained by *Watson*, Q. C. for a new trial, upon the ground of excessive damages, and on affidavits. The Court ordered a new trial on payment of costs, unless the parties can agree as to the amount of damages. *Rule accordingly.*

EXCHEQUER CHAMBER.

Tuesday, April 23.

(Before TINDAL, C. J., PARKE, B., ALDERSON, B., GURNEY, B., MAULE, J., ERSKINE, J., and ROLFE, B.

LOCKWOOD v. WOOD.

By letters patent of the 15 Car. 1, a weekly market and two fairs at E. with certain tolls and profits, were granted to one G. H. and his heirs, through whom the plaintiff claimed. By a deed bearing date the 31st August, 1646, and made between the said G. H. of the one part, and four persons therein described as yeomen and by-law men, for the year 1646, for the said township of E. on the behalf of themselves and all the inhabitants of E. aforesaid, mentioned in the schedule thereto annexed, of the other part, the said by-law men and inhabitants granted to the said G. H. his heirs and assigns, the market-place at E.: and the said G. H. covenanted, that the said by-law men and the rest of the inhabitants, their heirs and assigns for ever, should have a free market within the said town of E. to buy and sell all cattle and commodities, toll free, in as ample a manner as the said G. H. had by the recited letters patent. It was proved that the plaintiff was seized in fee of the freehold of the market-place, and that the defendant was an inhabitant of E.: but it was not shewn that he was either the heir or assignee of any of the grantees named in the schedule. Held, first, that the exemption from toll mentioned in the deed of 1646 included an exemption from stallage also; secondly, that inhabitants, quà inhabitants, cannot prescribe for an easement in alieno solo, but can only claim by custom, and therefore that the grant in question being a modern grant, not made by the Crown but by a subject, the defendant could not, as an inhabitant of E. and by virtue of that deed, claim exemption from stallage, and insist upon a right to place his stall on market-days on the plaintiff's land, without making any payment for the same.

This was a bill of exceptions. The facts of the case and the arguments of counsel sufficiently appear in the judgment of the Court. The case was argued on the 17th June and 27th Nov. 1843.

Erle (*Tomlinson* with him), for the plaintiff in error, citing Co. Lit. 3 a. *Day* v. *Savage* (Hob. 85); *Gatewood's* Case (6 Rep. 59, S. C. nom. *Smith* v. *Gatewood*); Cro. Jac. 152; Dyer, 100 a.; Com. Dig. Capacity, B. 1; Y. B. 10 H. 4, 3 b. pl. 5; *Wickham* v. *Hawker* (7 M. & W. 63); *Heddy* v. *Wellhouse* (4 Mo. 474); *Mayor of Northampton* v. *Ward* (1 Wils. R. 107; S.C. 1 Stra. 1238); *Mayor of Newport* v. *Sanders* (3 B. & Ad. 411); *Mayor of Norwich* v. *Swann* (2 W. Bl. 716), *Middleton* v. *Lambert* (1 A. & E. 401); Com. Dig. Market, F. 1; *Dixon* v. *Robinson* (3 Mod. 290); *Moseley* v. *Molleux* (10 M. & W. 533).

Knowles (*Bliss* with him), for the defendant in error, citing 2 Inst. 220, *Bennington* v. *Taylor* (2 Lut. 1517); *Withnell*, clerk, v. *Gartham*, clerk (6 T. R. 388); *Rex* v. *Mashiter* (6 A. & E. 153); *Jenison* v. *Dyson* (9 M. & W. 540); *Fitch* v. *Rawling* (2 H. Bl. 393); *Tyson* v. *Smith* (1 N. & M. 781); *Abbot* v. *Wheatley* (1 Lev. 176); *Foxall* v. *Venables* (Cro. Eliz 180); *Baker* v. *Brearman* (Cro. Car. 418); *Shelton* v. *Montague* (Hob. 118).

The judgment of the Court was now delivered by TINDAL, C. J.—This was a bill of exceptions tendered by the plaintiff, but who is also the plaintiff in the Court of Error, against the direction of Lord Denman. At the trial of the cause at the assizes holden for the county of York, in the autumn of the year 1842, the plaintiff declared in debt for stallage dues, due and payable to him as the proprietor of a certain market and market-place in the county of York; to which declaration the defendant pleaded the plea of never indebted. At the trial, the plaintiff gave evidence, amongst other things, of a grant by King Charles the First, in the 15th year of his reign, to one George Hall and his heirs, of a weekly market and two fairs in the year, at Easingwold, in the county of York, with certain special tolls and profits. He also proved the seizin in fee of the plaintiff in the said market and fairs, and the tolls and profits thereof; and the seizin of the plaintiff in his demesne as of fee of the soil and freehold of the market-place at Easingwold, and the user of the market by the defendant, by placing a stall upon the market-place on several market-days, the defendant being, as proved by the plaintiff, an inhabitant of the town of Easingwold. The defendant, on the other hand, gave in evidence a certain deed, bearing date the 31st Aug. 1646, being made between George Hall, the grantee of the said market, of the one part, and four persons therein named of the other part, who are therein described as of Easingwold, yeoman and by-law men for the present year (1646) for the said township of Easingwold, on the behalf of themselves and all the inhabitants of Easingwold aforesaid, mentioned in the schedule thereunto annexed, by and with the consent and appointment of all the inhabitants of Easingwold aforesaid: the schedule thereto annexed being headed with the words "Inhabitants of Easingwold," and containing considerably more than 100 names subjoined thereto. By that deed, the four by-law men, and the rest of the inhabitants, do give and grant to George Hall, his heirs and assigns, for ever, amongst other things, the market-place at Easingwold, as described therein by certain metes and bounds; and the said George Hall thereby covenants, among other things, that the four by-law men, and the rest of the inhabitants aforesaid, their heirs and assigns for ever, shall have a free market within the said town of Easingwold, to buy and sell all cattle and commodities whatsoever toll free, in as ample a manner and form as the said George Hall hath by the recited letters patent. There is on the back of the deed an indorsement of livery of seizin having been given to George Hall, of the premises described in the deed, by the four by-law men, by and with the consent of the inhabitants therein named. It is unnecessary to advert to any other part of the evidence given at the trial, as the whole question which has been raised before us turns upon the legal effect and operation of that deed. At the trial, the defendant's counsel insisted that the deed and the other matters given in evidence amounted to a bar of the plaintiff's claim; whilst the plaintiff's counsel, on the other hand, insisted that the deed contained a grant of an exemption from *tolls* only, and not from *stallage*, and that stallage was not included in the terms of the grant; and further insisted, that even if stallage was included within the terms of the exemption, the defendant not being one of the grantees, nor the heir or assignee of any of the grantees therein named, could not take the benefit thereof as an inhabitant of Easingwold, as such inhabitants thereof were not incorporated; therefore, he contended the deed ought not to be admitted as a bar to the plaintiff's right of action. The Lord Chief Justice thereupon told the jury, he was of opinion that stallage was included within the terms of the exemption, and that the defendant, as an inhabitant of the township of Easingwold, was entitled to such exemption, and directed the jury that the deed and matters aforesaid were a bar to the plaintiff's action. The plaintiff's counsel then excepted to each of those points so ruled by the Lord Chief Justice, and the question before us is, whether such ruling, as to both those points, is or is not consistent with law. It is to be observed, that the present cause has been already, in a former stage of the proceedings, before the Court of Queen's Bench upon a motion for a new trial; and that upon the arguments brought before the Court upon that occasion, the same two points were made by the counsel for the plaintiff below, which form the ground of the present exception; and that the Court of Queen's Bench, after time taken to consider, in a very learned judgment, in which the principal authorities are reviewed and discussed, declared their opinion upon the first point to be, that the exemption from toll mentioned in the deed included an exemption from stallage also; and after that judgment, it is unnecessary for us to say more than that we entirely concur therein, and in the reasoning by which it is supported; and consequently we hold that the exception, first tendered to the direction of the learned judge at the trial, is untenable. With regard to the second point, viz. whether the inhabitants of Easingwold could claim an exemption from stallage under the description contained in the deed, the Court of Queen's Bench appear to have studiously abstained from giving any opinion; and both that Court and the Lord Chief Justice, at the trial, have been desirous that such questions should be put upon the record for the purpose of a more formal discussion, which has accordingly been done by the course taken at the trial; and we therefore proceed to consider this second ground of objection, as one which is altogether open and unfettered by the judgment of the Court below. Upon this point we are of opinion that, under the grant in question, a modern grant, not made by the Crown, but by a subject, the inhabitants cannot take, by that name or description, such an easement as that which is now under consideration, that is, a right to place their stalls on market-days *in alieno solo*, without making any payment for the same. It was admitted, in the arguments before us, that the inhabitants cannot take land by that description in a modern deed; indeed the authority of Co. Lit. 3 is express to that point, for, although it is added there, apparently by way of exception, "unless it were in ancient times when such grants were allowed," yet, that exception would probably be found to be confined to grants by the Crown, and to stand upon the reasons stated in Dyer's Rep. 100, "but if the Queen grants land by her charter to the good men of the town of Islington without saying, to have to them their heirs, and their successors, rendering a rent, this is a good corporation perpetual to that extent only, and no other, because there a rent was reserved, &c." But the argument on the part of the defendant is, that the present grant is not a grant of land, but of an easement only, or of an exemption or discharge, and that such an easement or matter of discharge may be claimed by prescription; and that as every prescription presupposes a grant, so a prescription for such a grant to the inhabitants of a town would be good to this day. If, indeed, the present claim could be considered as confined to, and resting upon, the ground of exemption and discharge, strictly so considered, there might perhaps be some authority for contending that the inhabitants of a

parish or vill might claim an exemption from toll by a modern grant, and that by a private individual. For all the judges held in the case of *Baker* v. *Brereman* (Cro. Car. 418) that inhabitants may prescribe for matters of discharge, as *in modo decimandi*, or to be quit of toll: and again, so a composition toll might have been made by a private individual, that is, by a parson with the consent of the patron and ordinary in favour of all the inhabitants before the restraining statutes. (See *Brice* v. *Chaplin*, 2 Ea. & Y T. C.) So also it would seem that a private individual might grant an exemption from toll to the inhabitants at large, and it affords some support to this argument that the writ *de essendo quieto de tolneto* lay for persons by royal grant, who could not have been impliedly incorporated by such a grant, as merchant strangers. (See Fitzherbert, N. B. 237.) But the claim in this case is not simply to be exempt from toll, properly so called, but from a species of payment, which although included in the word toll in the deed in question, in this case is a compensation for the use of land; and the true nature of the claim of the inhabitants under the deed, is a claim to the grant of the easement of going on the plaintiff's land, and pitching their stalls there on market days, without paying any thing for the use of the soil; and, upon referring to the several authorities which have been cited in support of the validity of such a prescription, it will be found that the claim by the inhabitants, *quà* inhabitants, to any easement, wherever it has been allowed, has been invariably rested on the ground of custom, and not on that of prescription; a custom which has existed from time immemorial, without interruption, in a certain place, and which is certain and reasonable in itself, obtains the force of the law, and is in effect the common law within the place in which it extends, though contrary to the general law of the realm. In the case of custom, therefore, it is unnecessary to look out for its origin, but in the case of prescription, which founds itself on the presumption of a grant that has been lost by the process of time, none can have had a legal origin, where no grant could have been made to support it. Thus, the custom for all fishermen within a certain district to dry their nets on the land of another might be a good prescription; it was held in 5 Co. R. 84, "and yet a grant of such an easement to fishermen within the district *eo nomine* might well be held void." The first case on which the defendant's counsel relied in argument was *Gatewood's* case (6 Co. R. 52; S. C. Cro. Jac. 152). In that case, the claim was one by all the inhabitants of Hinxwold to have a common of pasture over a place called Horsington Holmes; but this claim was set up, not as a prescription, but as a custom; it was held that the custom was against law. Lord Coke goes on to state that two differences were taken and agreed on by the whole Court—"first, between a charge on the soil of another and a discharge on his own soil; and the second, between an interest or profit, to be taken or had on another's soil, and an easement on another's soil." But it is to be observed that all the instances put are not those of prescriptions or grants, but of customs—viz. the custom that every inhabitant of the town has paid a *modus decimandi*—a custom that every inhabitant of such a town shall have a way over such land, either to the church or market, &c.; and those, it is said, are good, for they are an easement, and no profit. And further, Lord Coke says, that "another difference was taken and agreed, between a prescription which is always alleged in the person, and a custom which always ought to be alleged in the land; for every prescription ought to have by common intendment a lawful beginning, but otherwise it is of a custom, for that ought to be reasonable, and *ex certâ causâ rationabili usitata* (as Littleton saith), but need not be intended to have a lawful beginning." A difference which points out clearly the distinction which ought to govern the present case—viz. that such an easement for the inhabitants of Easingwold as is contended for, although it might be good by custom if it existed from time immemorial, yet it cannot be good by prescription, but must rest upon the grant to the inhabitants. And the report of the case in Cro. Jac. will not justify the inference contended for in the argument, that the claim to an easement for the inhabitants of a town is good by prescription, merely on the ground that the reporter has used the word prescription, instead of custom, contrary to what is found in the report in Lord Coke; the question before the Court, in that case, turning on the custom, and not on the prescription, and the attention of the reporter not being called to the distinction now under consideration. The same observation disposes of the weight of the *dictum* of Heath, J. in *Fitch* v. *Rawling* (2 H. Bl. 399); in which case the question before the Court arose on the claim by custom, and the attention of the Court was not called to the distinction between custom and prescription. And the case of *Abbott* v. *Weekly* (1 Lev. 176), is a strong authority that such a claim by prescription would be bad. In trespass, the defendant prescribed that all the inhabitants of such a vill had been used time out of mind to dance on the close of the plaintiff at all times for their recreation, and so justified; and after verdict for the defendant, one objection taken in arrest of judgment was, that the claim ought to have been pleaded by way of custom in the vill, and not by way of prescription in a person; a case was cited, where it had been so adjudged on demurrer, the Court held that though perhaps it would have been bad upon demurrer, yet if issue be taken upon it, and found by the verdict, it was good. No direct authority has been cited to shew that such a prescription was good, and upon our consideration of those that have been brought before us, we think they negative, rather than support, the position, that the inhabitants of the town may by that name "prescription," prescribe for an easement, *in alieno solo*; and if they cannot prescribe for such rights *in alieno solo* beyond the time of legal memory, still less can they claim such a right under a modern grant. On this ground we think that the exception secondly taken at the trial to the direction of the learned Lord Chief Justice must be allowed, and the judgment of the Court below must on that ground be reversed, and a *venire de novo* awarded.

Judgment reversed, and venire de novo awarded.

BAIL COURT.

Wednesday, May 22.

(Before Mr. Justice WIGHTMAN.)

REG. v. THE SHERIFF OF SHROPSHIRE.

Where a sheriff is served with a rule to return a writ, and the eighth day falls on the last day of Term, an attachment may be moved for at the rising of the Court, if no return is made at the closing of the office.

Lowndes moved for a rule for an attachment against the sheriff of Shropshire for not returning a writ.

The rule to return the writ in this case had been served on the 30th April, and no return having been made at the close of the office at five o'clock on the 8th of May, which was the last day of Easter Term, an attachment was moved for at a subsequent period of the same day, at the rising of the Court. At that time, Mr. Justice Coleridge doubted whether the application was not too soon, and declined, in the absence of any quoted authority, to grant the attachment. The application was this day renewed, on the same affidavit of service, and the two cases of *The King* v. *The Sheriff of Surrey* (11 East, 591) and *The King* v. *The Sheriff of Middlesex* were cited; the former of which appearing to be precisely in point, and affirming the practice to be, that where the eight days expire on the last day of Term, an attachment may be moved for at the rising of the Court, his lordship granted the rule.

Rule absolute for an attachment.

BUSINESS OF THE DAY.

MULLER v. CHEFFINS and ANOTHER.—*Bramwell* moved for a rule calling upon the plaintiff to shew cause why a writ of *fi. fa.* should not be set aside for irregularity and for having issued against good faith. *Rule nisi.*

HARRISON v. BAXTER and OTHERS.—*Willes* moved for a rule *nisi* to set aside all the proceedings in this cause since the service of the writ, as far as relates to Baxter, on the ground that an attorney had entered an appearance for him, and consented to a judge's order without his consent, he, the defendant, being anxious to defend the action. *Rule nisi.*

Thursday, May 23.

In consequence of the judges having been summoned to attend in the House of Lords, the Bail Court did not sit this day.

Bankrupt and Insolvent Courts.

COUNTRY COMMISSIONERS' COURTS.

BRISTOL DISTRICT BANKRUPTCY COURT.

(Before Mr. Commissioner Serjt. STEPHEN.)

Monday, May 20.

Re JOHN BARRETT, of Bath, Surgeon.

What constitutes a trading as an apothecary within 5 & 6 Vict. c. 122, *s.* 110.

Can the persons made liable to the Bankrupt Laws, under s. 10 *of that Act, petition for protection under the New Insolvent Act?*

This insolvent was described as a surgeon; his debts amounted to more than 300*l.*; and, on his examination, he admitted that he was a Licentiate of the Apothecaries' Company, that he had attended other than surgical cases, and that he supplied medicines to his patients; but that he kept no shop—never compounded prescriptions of physicians or other persons brought to him on their own responsibility; he charged only for attendance and advice, and never made a distinct charge for medicine, unless supplied in surgical cases, as ancillary to his practice as a surgeon.

It was objected that he was an apothecary trading within sec. 10 of 5 & 6 Vict. c. 122; and that his petition must, on that ground, be dismissed.

Homes contended that the evidence did not shew a sufficient trading as an apothecary to render insolvent liable to the bankrupt laws; and cited *Ex parte Daubeny* (3 Mont. & Ayr. 18); *Thompson* v. *Lewis* (Moo. & Mal. 255); *Woodward* v. *Ball* (6 C. & P. 577); *Apothecaries' Company* v. *Greenough* (1 Gale & D. 378); *Ditto* v. *Warburton* (3 Barn. & Ald. 40); *Alison* v. *Haydon* (1 Moo. & P. 588); *Simpson* v. *Ralfe* (4 Tyr. 325); 55 Geo. 3, c. 194; and 34 Hen. 8, c. 8.

But persons actually trading as apothecaries may petition for protection from process under 5 & 6 Vict. c. 116, s. 1; the words in that Act are, "not being a trader within the meaning of the statutes NOW in force." The word "now" relates to the time of the Act's passing—*i. e.* the 12th of August, 1842. At that time, apothecaries were not traders under any statute *then* in force. The new Bankrupt Act, by the 10th section of which apothecaries are declared traders, did not come into operation until the 11th of November, 1842.

His HONOUR.—The Act was passed on the 12th of August, and (although the first section provides that the provisions of the Act shall commence from the 11th of November) was not the Act a *statute in force* on the 12th of August?

Homes.—No, your Honour; a statute is not in force when its operation is suspended. The Act was not in force until the 11th of November, 1842; and the result is, that the classes of persons declared traders under section 10 are not excluded from the benefit of the 5 & 6 Vict. c. 116, although they are *now* traders, and owe more than 300*l.*

His HONOUR deferred his decision until the next hearing, and, subject thereto, appointed the 7th of June for the final order.

Ecclesiastical Courts.

ARCHES COURT.

Wednesday, April 24.

The Dean of Arches, Sir H. J. Fust, is suffering from an attack of gout, and was consequently unable to sit this morning. Dr. Daubeny, as Surrogate, disposed of the assignations.

Wednesday, May 1.

The Dean of the Arches was unable to sit in Court this morning in consequence of continued illness. Dr. Daubeny disposed of the assignations which stood for hearing.

PREROGATIVE COURT.

Friday, April 19.

In the goods of JAMES DUNCAN.

Where a sailor is supposed to have been lost at sea, the Court will only grant probate of his will, without the usual advertisement in the public papers, under peculiarly strong circumstances.

James Duncan was the master of the *Daniel*, a South-Sea whaler, which left Gravesend in March 1833. The ordinary voyage for a whaling expedition is three years, but the *Daniel* and her crew have never returned to this country. The last time she was heard of was by a vessel, John Harding, master, which had seen the *Daniel* on a line with the Sandwich Islands, and had been told by her that she was bound for Japan. This information had been gained by Captain Allen, the master of a ship belonging to the same owners as the *Daniel* (Messrs. Benet), which had spoken with Captain Harding's vessel in 1836 or 1837. From that time the *Daniel* had never been heard of, and it was supposed that she had foundered. The underwriters paid as for a total loss upon the ship and cargo. James Duncan made a will in 1832, disposing of a sum of 2,280*l.* which is in the hands of Messrs. Benet, his employers. His son is now on the point of attaining his majority.

Addams moved, under the circumstances, for probate of the will.

Sir H. J. FUST.—Is it not usual to insert advertisements in the public papers?

The Registrar.—There was no advertisement required in the case of the *President*.

Sir H. J. FUST.—This case is particularly strong, and all the parties seem to consent to the motion. As the money is in the hands of the deceased's employers—whose managing clerk makes an affidavit as to his belief of the loss of the ship and crew, and who have themselves received as for a total loss—I will dispense with the formality of an advertisement; but I wish it to be understood that I only do so under the very strong circumstances of the case.

In the goods of ELIZABETH ANN WESTON, *otherwise* STEPHENS.

Where a widow has been known for some years by her maiden name, and her money in the funds has been standing in that name, the Court having conclusive evidence of identity, will grant probate to a will made in her maiden name with justifying security.

Elizabeth Ann Weston, otherwise Stephens, late of

Sonning, in the county of Berks, died in the latter end of last year. Her maiden name was Stephens, and on the 2nd of August, 1834, she married a man of the name of Weston. They shortly separated, and the husband died in December 1834. Since that time she has passed under, and has been known by, her maiden name of Stephens. In September 1843 she made a will in that name, and that name was engraved upon her gravestone in the churchyard wherein she was buried, but the parish-clerk remonstrated against the impropriety of it, and it was altered to Weston. The money the deceased held in the Three per Cent. Annuities stood in her maiden name.

Addams moved that administration, with the will annexed, should be granted to the sister of the deceased.

Sir H. J. FUST.—The difficulty in these cases is to be sure that you have got the right person; and nowadays it is necessary that we should be very cautious. But here the affidavits leave no doubt of the identity of the deceased. Unless the Court should lay down the rule that it never can grant probate to such a will, it must decree administration, with the will annexed, to the sister in the present case; and I do so with, of course, justifying security.

In the goods of ROBERT ENDELL.

Where a testator appoints by will A as one of his trustees, and afterwards directs one of the attesting witnesses to strike A's name out of the will, and insert B's, and the alteration is made accordingly: Held, that though B's name cannot stand, A's cannot, under the statute of Victoria, be restored, and that probate must pass in blank.

The deceased died on the 21st of December, 1842. He made a will bearing date the 11th of December, 1838. Under it he gave all his property, for certain purposes, to two trustees, and he appointed Richard Endell and Joseph Carpenter as the trustees. In April 1842 one of the attesting witnesses saw the deceased, and the deceased told him to take the name of Carpenter out of the will, and insert the name of Richard Webb. The name of Carpenter was accordingly struck out, and the name of Webb written above it. The alteration not having been made according to the provisions of the statute is necessarily null and void; and the question was, whether probate should pass to the will with the name of Carpenter restored, or with both names struck out.

Addams prayed for probate of the will with the original name restored; citing *Brook* v. *Kent* (Jud. Com. Privy Council, July 1841; 3 Moore, 344).

Sir H. J. FUST.—I am not desirous of enlarging the construction put upon the statute in *Brooke* v. *Kent*; and at any rate, upon motion, I will not decide that probate shall pass with the name restored.

Addams.—Carpenter means to renounce, so it is a mere matter of form. Will the Court let the probate go in blank?

Sir H. J. FUST.—I think probate had better pass in blank.

KETTLEWELL *v.* RANDALL and OTHERS.

Where an error in the name of a cause has been made in the pleadings, and a commission for the examination of witnesses has been taken out in a cause thus wrongly described, the depositions sworn under that commission cannot be received as evidence; and a new commission must issue, either to re-examine the witnesses, or to repeal their testimony to them.

Maria O'Riley, of Leamington Priors, in the county of Warwick, was the deceased in this cause. She left a will dated 3rd of October, 1840, and two codicils, the first bearing date the 29th of July, 1841, and the other the 2nd of November, 1841. By the will, Elizabeth Kettlewell, with two other persons, was appointed executrix. By the first codicil, her appointment was revoked, and Messrs. Randall and Symonds appointed in her place. The proceedings in the suit commenced by a decree being taken out by Miss Kettlewell against the executors named in the codicil, calling upon them to propound it, or to shew cause why probate of the will should not be granted to her. The decree was returned, and proctors appeared for the very different parties in the cause, *Kettlewell* v. *Randall and Others*. A proctor subsequently appeared for Jane Matilda Pattison, a residuary legatee under the second codicil, and she was admitted a party in that same cause of *Kettlewell* v. *Randall*. An allegation was then asserted on her behalf, in which the cause was described as "a matter of proving, in solemn form of law, two codicils to the will of Maria O'Riley, of Leamington Priors, in the county of Warwick, promoted by Jane Matilda Pattison, one of the residuary legatees named in the second codicil, against Eliza Kettlewell, the executrix named in the will of the said deceased." An allegation was afterwards given in on behalf of the parties opposing the codicils, and in it the same error existed; and the proceedings went on as if in a cause of *Pattison* v. *Kettlewell*. The depositions of the witnesses were taken with that description of the cause, and the question was, whether those depositions could be received, or whether the witnesses must be re-examined.

Addams prayed publication of the evidence. The error is merely one of form. Though the cause was commenced by Miss Kettlewell against Randall and the other executors, the real parties are Miss Pattison and Miss Kettlewell; and in cases respecting wills there is a frequent change of parties. It will cause great inconvenience if the re-examination of the witnesses is held necessary. All dispute between the parties is at an end.

Sir H. J. FUST.—There is no such cause in the Assignation Book as *Pattison* v. *Kettlewell*; and the witnesses examined in a cause so called would not be indictable for perjury in the only cause before the Court with these parties—viz. *Kettlewell* v. *Randall and Others*. I cannot decide the present question merely with reference to the circumstances of the present case. I must act upon the general and received principle, and upon such principle these depositions cannot be received. It is stated that there is no longer any dispute between the parties, but the opinion of the Court, which they are desirous of having, must be founded upon the evidence, and I must see that the evidence is properly taken. I remember a case very similar to this—*Armstrong* v. *Armstrong*. There the names of the plaintiff and the defendant were transposed, and when the error was brought to the notice of the Court, the witnesses were ordered to be re-examined. I must follow the precedent which has been set me in that case.

Addams.—It will be sufficient to repeat the witnesses under a new commission without a fresh examination. That was all that was done in *Armstrong* v. *Armstrong*.

Sir H. J. FUST.—But there the only fault was in the commission. Here the pleas must be altered. But all I have to do now is to reject the motion.

WHITE *v.* REPTON.

Is an officer of the British army, residing in barracks with his regiment in an English colony, within the 11th section of 7 Gul. 4 & 1 Vict. c. 26, which exempts the operation of the Act from "soldiers in actual military service"?—Argument part heard.

This was a business of proving in solemn form of law the last will of the Hon. John Pery, who died in August 1842 at St. John's, New Brunswick. The deceased was an officer in the British army, and at the time of his death was living in barracks with the 30th Regiment, of which he was captain. He died a bachelor, leaving behind him seven brothers and sisters. The paper propounded as his will is simply as follows:—"St. John's, New Brunswick, August 6, 1842. In case of any accident or sickness, in consequence of which I may die, I hereby give all my property, clothes, wearing apparel, &c. to Eliza M'Cal-livry." It was signed by the deceased, "John Pery, Captain, 30th Regt." and witnessed by the adjutant of the regiment, whose military title was likewise attached to his name. Administration with this paper annexed was moved on behalf of the universal legatee named therein, upon the ground that, as the deceased was a soldier in "actual military service," the informalities of the paper would not, under the 11th section of the New Will Act (7 Wm. 4 & 1 Vict. c. 26), deprive it of probate; but the Court refused to decide so important a point of law upon motion, and directed the paper to be propounded. (2 Law T. 335.) The paper is now accordingly propounded by the universal legatee, and its validity is opposed by one of the deceased's sisters.

Haggard and *Phillimore*, against the validity of the paper.

Sir *J. Dodson*, Q. A. and *Twiss*, in support of it.

The argument was not concluded.

CONSISTORY COURT.

Tuesday, April 23.

THE EARL OF DYSART *v.* THE COUNTESS OF DYSART.

Restitution of conjugal rights—Cruelty pleaded in bar—Argument continued.

This is a suit for the restitution of conjugal rights by the Earl of Dysart against the Countess of Dysart, his wife.

The allegation in behalf of the Countess sets up a course of ill-treatment pursued against her by the Earl, as a bar to his prayer for restitution.

Dodson, Sir *John*, Q.A. for the wife.—The conduct charged and proved against Lord Dysart is clearly within the definition of legal cruelty, and no Christian court can compel a wife to return to cohabitation with such a husband.

The nature of the case throws the burthen of proof upon the party cited, and accordingly her counsel commenced. The argument again stands over.

Tuesday, April 30.

PHILLIPS *v.* PHILLIPS.

In a suit for divorce, by reason of adultery, it appeared on the hearing, that a certain statement pleaded as verbally made, was in writing. The cause was rescinded, in order that this document might be pleaded and produced. An additional article, with this document annexed, was given in, and publication passed on the additional article. An allegation was then offered on the other side, counter-pleading certain facts stated in the document.

Held, that it was not admissible, because it was, in substance, an answer to matter contained in the original libel, and might have been offered previously, in the shape of an allegation responsive to the ninth article of the libel; and, because the circumstance of the statement being in writing did not increase the necessity of counter-pleading the facts contained in it. The allegation, if admissible, should have been offered before publication.

A suit for separation by the husband, on the ground of adultery. The husband gave in a libel, which was debated and admitted, and witnesses examined upon it. The wife gave in no allegation, publication passed, and the cause was assigned for sentence. At the hearing, it appeared that a report of certain referees, appointed by the husband to consider the conduct of his wife, had been made in writing. The Court rescinded the conclusion of the cause, in order that this document might be pleaded in due form, and brought in as an exhibit. (2 Law T. 336.) An additional article, pleading this document, has since been given in with the document annexed. Publication has passed, and the wife now offered an allegation counter-pleading certain facts stated in the document. The admissibility of that allegation was opposed.

Haggard and *R. Phillimore*, against the admission of the allegation.

Addams and *Robinson*, in support of it.

Dr. LUSHINGTON (having had the minutes of the proceedings read by the Registrar).—The Court has now to determine on the admissibility of an allegation offered at a very late period of this cause. I apprehend that, independent of the technical objection as to the precise time at which the allegation is offered, it being offered after the Court has rescinded the conclusion of the cause, the first substantial objection to the allegation is, that it contains matter which might and ought to have been pleaded in answer to the ninth article of the libel—the initiatory plea in the cause. I think I must consider the question in two points of view; first, whether this allegation might not, with equal propriety, have been presented to the Court in answer to the ninth article; secondly, whether circumstances have occurred at the hearing of the cause, affording any justification for offering the allegation at this late period, when, by the ordinary rule of the Court, there would be no opportunity of doing so. Now, the ninth article pleads, "that the cause of the said A. Phillips quitting her husband's house, on or about the 1st day of January, 1840, having become known to their relations and friends, a reference was made, through their interposition and advice, to two of their friends, confidentially, to inquire into the grounds of the charge made against the said A. Phillips, who, upon an investigation of the circumstances relating to the same, "reported" to the said R. Phillips, on or about the 29th January, 1840, their conviction that she was innocent of any criminal conduct, and they advised him to receive her back again. That the said R. Phillips, believing the result of such investigation to be true, on or about the 29th of January, 1840, received his wife back again. Dismissing for a moment all consideration of the defect or accidental omission in the form of this plea, in substance it is as follows:—Mr. Phillips, having his suspicions roused, caused an investigation to be made by two friends, and received the result of that investigation from them, and on faith of their judgment, received his wife back. The allegation now under consideration pleads as follows:—"That A. Phillips went, accompanied by her sister, to the residence of her mother, and returned therefrom, accompanied by her said sister and mother; and in the morning of Saturday, the 25th of the month of January, went to, and saw, and conversed with her husband, and, together with her mother, stayed with him several hours; and on the morning of the following day, to wit, Sunday the 26th, her husband, as it had been arranged that he should do on the day preceding, went to the lodging of A. Phillips, and remained with her there for several hours; and on the next day, to wit, Monday the 27th, A. Phillips, with her husband's perfect approbation and concurrence, returned home to his house, and she and her husband slept together at his house on the night of Monday, and thenceforth lived and cohabited together until their separation in the month of October 1842." What is the effect of this plea? In substance, it assumes to contradict the ninth article of the libel, by shewing that, previously to the receipt of the report, Mr. Phillips received back his wife, and the cohabitation between them was renewed; in other words, that it was not on the faith of the investigation; that it was not on the reliance of the report of her innocence, that the wife was taken back; because this had been done before the investigation was concluded, or the result made known. I am clearly of opinion that this allegation is substantially neither more nor less than an answer to the ninth article, and would have been admissible in answer to it; and I

am not at present able to see why it was not offered at the proper time, and in the proper shape of an allegation responsive to the ninth article. I cannot myself see any such want of explicitness, or of definite statement in the libel, so that Mrs. Phillips had not ample opportunity of alleging these facts before publication in the cause. The dates are as explicit, indeed more so, than often happens in those cases; they are as explicit as possible:—"On or about the 28th"—"On or about the 29th." Surely, if Mrs. Phillips had any intention of alleging that the report was not the foundation of her being taken back, she has had ample opportunity of doing so. For the reasons I have now stated, as to the first point in the case, my mind is entirely made up to this result, that the allegation now offered by Mrs. Phillips might with the same facility have been offered at an earlier period. The second question is, whether any thing has occurred at the hearing, or was any thing then done by the Court, which should give Mrs. Phillips the opportunity of bringing in a plea, the right to do which she had forfeited by previous omission. Now, what occurred at the hearing of the cause was shortly this. Looking to the ninth article of the libel, I found it there stated that the friends to whom the reference had been made had "*reported*," so, and so. Here arose the whole ambiguity—"*reported*." Of course, so far as Mrs. Phillips was concerned originally, it mattered not whether that report was made verbally or in writing; but when the cause came on to be heard, and it appeared to the Court the *report was in writing*, was not a mere verbal report, the Court, according to all established rules of evidence, could not receive the oral testimony of witnesses as evidence of the contents of a written document in the power of the party, and which had neither been lost nor destroyed; the Court had no alternative, but either to reject the evidence, or rescind the conclusion at the cause. It is greatly to be lamented that the plea was so originally drawn, that the party having the document in his pocket, counsel were led into not taking an objection which must have prevailed. If the report had been stated to be in writing, and it had not been annexed, or a statement made that it had been lost or mislaid, the article would have been objectionable, and must have been reformed. But the misleading occasioned by the ninth article does not go to justify the present plea, for the report, whether it were in writing or verbal, equally required contradiction. Under the above circumstances, I followed the rule which has been usually adopted in this court. Of course I did not admit the evidence, but I rescinded the conclusion of the cause for the purpose of bringing in the document, which was admitted to be in existence. Does that circumstance in the slightest degree make any alteration in favour of Mrs. Phillips? I apprehend none whatever; it was a mere matter of form in order to keep the proceedings regular, and to get at the real truth and justice of the case. On these grounds, I feel no hesitation in saying that it is my duty to reject this allegation. Nothing can be more inconvenient than when witnesses have been examined to certain facts, and the whole of the evidence of those witnesses is known, if they are re-examined, and the whole substance of such re-examination is merely to prove handwriting, to put interrogatories for the purpose of obtaining evidence on facts collateral to the matter. If this course were allowed, there never would be an end to the proceedings; and, instead of tending to elucidate the truth, it would tend to choke it. This allegation is offered too late. If it was intended to give in any allegation at all, it should have been given before publication, as responsive to the additional articles of the libel, instead of waiting until publication has passed. It is impossible to admit this allegation, and I reject it.

CENTRAL CRIMINAL COURT.

APRIL SESSIONS.

Tuesday, April 9.

REG. v. LAWRENCE.

Practice—To whom the depositions shall be given when they are handed down by the Court.

This case being called on, and it appearing that the prisoner was undefended by counsel, the Common Serjeant ordered the depositions to be given to a gentleman of the bar, and in accordance with the practice in this court, they were handed to the senior barrister present—Mr. Clarkson. He thereupon said he thought it right to mention, that on the last circuit, the judges had made it a practice to direct the depositions to be handed to the junior counsel in court.

Payne observed, that in this court the custom had always been to give them to the senior.

The *Common Serjeant* said, he should be sorry to act in any way against a rule that the judges had laid down, but he thought a great distinction should be drawn between the practice here and that on circuit, with regard to the matter in question. The object of the Court was, of course, to obtain assistance; and on the circuit, every gentleman was known, and there was some kind of assurance that those to whom the depositions were handed would be capable of furnishing it; but in this court, every barrister is at liberty to practise, and it might be that a gentleman who had been called only the day before, and who was, of course, from want of experience, incompetent to do the case justice, might become entitled to conduct it, and the administration of justice instead of being advanced, would be thereby in all likelihood impeded.

Clarkson consented to take the depositions in the present instance, and it seems to be understood that the established practice will not be departed from.

REG. v. SUSANNA RICHARDS, BARBER, FLETCHER, and DOREY.

Thursday, April 11.

Indictment for forging an administration bond.

The Court has no authority, without the consent of the prosecution, to afford a separate trial to prisoners jointly indicted—Custody of public documents pending a trial—Admissibility of evidence—Forging the whole of a bond, or merely a portion of it—Remoteness of the intent in forgery—The proper practice is for counsel to address the jury in the order in which the prisoners for whom they appear are respectively placed on the record—Where prisoners are defended by separate counsel, each must address the jury before any witnesses for the defence are called.

The prisoners were indicted for forging, on the 31st July, 1840, a certain bond, purporting to be an administration bond of Eliz. Stewart, spinster, with intent to defraud the Archbishop of Canterbury, the Governor and Company of the Bank of England, and Charles Shaw Lefevre and others, Commissioners for the Reduction of the National Debt. The indictment was framed on the 1st Wm. 4, c. 66, sec. 10, and contained twelve counts.

The 1st count charged that Susanna Richards forged an administration bond with intent to defraud the Archbishop of Canterbury, and charged Barber, Fletcher, and Dorey, as accessaries before the fact, with inciting the said Susanna Richards to commit the felony in that count mentioned.

The 2nd count was similar to the 1st, only charging the intent to have been to defraud the Governor and Company of the Bank of England.

The 3rd count was similar to the 1st, but charging the intent to be to defraud Charles Shaw Lefevre and others, Commissioners, &c.

In each of these counts a *fac-simile* of the administration bond was set forth.

The 4th, 5th, and 6th counts were similar to the three first, except that the forged administration bond was not set out.

The 7th count charged, that an unknown person forged an administration bond, with intent to defraud the Archbishop of Canterbury, and charged Barber, Fletcher, and Georgiana Dorey, as accessaries before the fact.

The 8th count was the same, except that the intent was laid to defraud the Governors and Company of the Bank of England.

The 9th the same, except that the intent was to defraud Charles Shaw Lefevre, &c. In these three counts, a fac-simile copy of the bond was also set out.

The 10th, 11th, and 12th counts were similar to the 7th, 8th, and 9th, except that the administration bond was not set out.

Wilkins, prior to the jury being charged, moved on the part of the prisoner Barber, that he might be tried separately from the other prisoners. He did so on an affidavit by Barber's solicitor, that it was impossible otherwise that justice could be done him. The other defendants had made statements which went far to exculpate his client from any further share in the transactions imputed to them, than any professional man might be called upon to take; and it was therefore a most important object with him to be enabled to put them into the witness-box, and thus obtain the benefit of testimony which would otherwise be lost to him. He quoted the case of *R.* v. *Sealey*, tried a day or two before, on the Western Circuit, on which two persons accused of murder had been separately tried.

GURNEY, B.—There, there was consent on the part of the prosecution. In *Hardy's* case there were separate trials, but it was because the prisoners severed in their challenges.

Parry (also for the prisoner Barber) referred to a case of *R.* v. *Williams* (8 C. & P. 431); there, there were joint indictments and separate trials; whether they severed or not in their challenges was not stated, but from the report it might be inferred they did not.

GURNEY, B.—We have no authority whatever to grant this application without the consent of the prosecution. I have known many attempts made to procure separate trials, on the ground of advantage to one or other of the prisoners, but they have never been successful.

The mode in which the alleged fraud was perpetrated, was by procuring Susanna Richards, the person mentioned in the indictment to pass for the sister of one John Stewart, who had died in the year 1827, leaving property in the funds which, in default of claimants, had been since transferred to the sinking fund. She had, in July 1840, taken out letters of administration as next of kin to the said John Stewart, and had, together with a person named Griffin and another named Gregory, signed the administration bond in the name of Elizabeth Stewart. On presenting the letters of administration at the Bank, and on going through the necessary forms, the stock was transferred into her name, and shortly afterwards sold out, she and the prisoner Barber receiving the proceeds. Evidence was given to shew that the person calling herself Elizabeth Stewart was Susanna Richards, and that she was the mother of Georgiana Dorey, the prisoner; that at the time the bond was signed, Fletcher and Barber were with her at the proctor's; that Barber had accompanied her to the Bank to obtain the transfer of the stock; that he had there identified her as Elizabeth Stewart; and that Mrs. Dorey, then Miss Richards, had procured Griffin to sign the administration bond.

A great mass of evidence was given to shew that the prisoners were acting in concert throughout the whole transaction.

Friday, April 12.

The trial having been adjourned to this day,

The *Attorney-General* (with whom were *Clarkson*, Sir *John Bayley*, and *Bodkin*) observed, at the opening of the court, that certain public documents, which were necessary for carrying on the proceedings, were left the night before in the custody of an officer of the court, but they had been demanded of him by the person who had produced them, and who was entitled to their general possession, and they had been given up to him. His, the Attorney-General's, opinion was, that when once documents were in the hands of the Court, their lordships had the right to detain them until the purpose for which they had been produced was fully answered, and he wished to have the Court's sanction for the statement.

GURNEY, B.—It undoubtedly is so, and no one had a right to make a demand of the papers in question; they must be immediately forthcoming.

It became necessary, in the course of the trial, to prove that John Stewart, the deceased, had been many years ago domiciled in Scotland, and a certificate was produced, purporting to be granted to the said Stewart on his removing from one congregation to another. It was signed by the minister and three of the elders of the congregation, and was found after his death, among certain other papers, which bore this indorsement—

"My own private affairs.—JOHN STEWART."

The witness, however, who was called to prove such finding, could only state that the day after the death (at which he was not present), the papers were delivered to him by another person, as those of the deceased.

To prove that the parties who had signed the certificate were the minister and elders at the time it bore date, the sessions-clerk of the Canongate, Edinburgh was called, and produced a book containing the minutes of the kirk session. The minister had been dead fifty years: he, the witness, did not know his handwriting, but the minutes at that time were signed by him in accordance with the usual practice. Since he had heard of these transactions, he had examined the handwriting. On looking at the certificate, he said he could not swear to the minister's signature by itself, but, taking the certificate and the minutes together, he thought he could.

The *Attorney-General* then proposed to ask the witness whether the signature to the certificate was that of the minister.

Greaves (with whom was *Ballantine*, for Fletcher) objected to the question. The witness had confessed that but for the entries in the book he knew nothing of the minister's handwriting; and even as to them, he admitted that he had only examined them since these proceedings commenced, and therefore for the purposes of this trial.

The *Attorney-General*.—I did not use the book as evidence of itself. It was only for the purpose of refreshing the witness's memory; but if I had done so, it might have been used in the same way as a book might be used to shew who was churchwarden at a particular time, or who was the steward of a particular manor, or who might have been the clerk to either of your lordships at a given period.

Greaves.—I object to the reception of the book, that it is not such a public document as proves itself; and as to its being used for the purpose of refreshing a witness's memory, it is clear that this can only be done where the witness has a personal knowledge of the transaction to which the entry relates.

The *Attorney-General*.—I moreover contend, that I have a right to read the certificate without proving the handwriting, it being more than fifty years old, and coming from the proper custody.

Greaves.—And I contend that there is no proof of its coming from the proper custody, or of its having been in the possession of Stewart at the time of his death. The witness who gives evidence on that subject can only say, that the day after the death, it reached his hands through the medium of another person.

GURNEY, B. (after consulting with Williams, J., and Maule, J.) said,—We think the matter far too doubtful to justify us in admitting the document, as-

pecially in a criminal case, where there can be no new trial.

The case for the prosecution being closed,

Greaves submitted that the case, even as the witnesses for the prosecution had proved it, was not one of forgery. This indictment was upon the 10th sec. of 1 Wm. 4, c. 66; and the statute in speaking of forgery, or uttering forged bonds or instruments, appeared to assume that the whole instrument must be forged before an indictment could be sustained. Now here they have proved an instrument which is a correct instrument as far as two of the signatures are concerned; it is merely the signature of Stewart that is proved to be forged. It is impossible, therefore, to say that the bond itself is forged, and in every count of this indictment either the forging or uttering a bond is alleged. The bond is joint and several, and against the two other parties, it is, to all intents and purposes, a valid instrument. There is no case upon the subject, for in all those I have been able to find there has been some insertion or some alteration which vitiates the deed altogether. Secondly, the intent in forgery should be the natural and legal consequence of the act done. (*R.* v. *Hill*, 2 Moo. C. C. 30.) Now, here the injury alleged is too remote, there being no necessary consequence that because the bond is forged, therefore the bank is defrauded.

Ballantine (on the same side) submitted that the way in which the case should be tested was to see whether the bond had a different operation before and after the signature was attached; and it was quite clear that it had not.

GURNEY, B.—You have admitted that the bond is joint and several. Surely, then, as far as Stewart is concerned, it is a forgery.

MAULE, J.—Must it not be presumed that the intent was to do what ultimately appears to have been done? For any thing that appears on the face of the record, the injury may be the immediate result of the act done; and that is not got rid of by shewing that it was not immediate but remote.

The *Attorney-General*.—There are repeated instances, as in the case of a power of attorney, where a party signs his own name and subsequently forges that of others; and yet, it cannot be doubted that such an act is a forgery. *Fauntleroy's* case is an example.

Greaves then submitted that it was the proper course for the counsel to address the Court in the order in which the prisoners for whom they respectively appeared were placed upon the record.

Wilkins strongly protested against such a course being pursued. The result of his own experience, and that of all his learned friends around him was, that the addresses of counsel should be made according to seniority, and that as Mr. Greaves was his senior, it was for him to make the first speech to the jury. It was of the utmost consequence to Barber that Fletcher's case should go to the jury before his.

Greaves believed the practice, as universally recognized, was quite the other way, and cited a recent case of *R.* v. *Enchin*, on the Oxford circuit, in which he had been engaged, and in which he had been compelled, in addressing the jury, to take precedence of Mr. Godson, Q. C. and other counsel, who were his seniors.

GURNEY, B.—The rule that prevails is for the counsel to make their addresses in the order in which the prisoners stand in the indictment; and if they cannot agree in pursuing a different course, that rule must be adhered to here.

Wilkins accordingly addressed the jury, and when he had concluded,

Greaves suggested that Mr. Wilkins should call his witnesses before he, Mr. Greaves, should enter upon the defence of Fletcher, since evidence might be adduced to affect the latter individual, and no opportunity would be afforded him of commenting upon it.

The COURT, however, refused the application.

Monday, April 14.

REG. v. READ.

Indictment against a party as accessary before the fact to the sinking of a vessel—Statements made by the principal not admissible—Semble, that the indictment should contain a positive averment that the principal was guilty—Evidence of principal used on behalf of the Crown.

The indictment was as follows:—

That at the sessions holden on the 8th of April, in the seventh year of Victoria, one William Simpson was in due form of law convicted on a certain indictment against him, for that he, on the 17th of June, in the fourth year of Victoria, feloniously, unlawfully, and maliciously did cast away and destroy a certain vessel called the *Colina*, the property of Enos Page and another, on a certain voyage, with intent to prejudice the said Enos Page, part owner of the said vessel. And further, that he feloniously, unlawfully and maliciously did cast away and destroy a certain vessel, called the *Colina*, the property of Enos Page and another, with intent to prejudice John Irving, then and now being a chairman of a certain company, called by the name of the Alliance Marine Insurance Company, which company had, before then, underwritten a certain policy of insurance on said vessel, which said policy was then in full force. And further, &c. setting out precisely the same circumstances, except that the intent was alleged to be to defraud a different person, in each of fourteen such counts, and, at the end of the fourteenth, it continued thus:—And that William Read, before the felony *first* above-mentioned, was committed by the said William Simpson, on the 1st day of June, did feloniously and maliciously incite, procure, counsel, hire, and command the said William Simpson the said felony *first* aforesaid to do and commit.

The whole of the above was comprised in the first count of the indictment.

There were thirteen others, similar in all respects, except that at the end the prisoner was charged with inciting, procuring, &c. the said William Simpson, the said felony. 2ndly aforesaid to do and commit. 3rdly aforesaid to do and commit; and so on to the fourteenth.

In the course of the trial, conversations with Simpson, when prisoner Read was not present, were referred to.

Shee, Serjt. (with whom were *Prendergast* and *Doane*), for the prisoner, objected that nothing which Simpson might have said could be evidence against Read.

Clarkson (with whom were *Bodkin* and *Chadwicke Jones*), for the prosecution, contended that the charge against Read being that he was an accessary before the fact to the losing of the vessel, it was essential for them to prove that she was wilfully lost, and the statements of the party who had himself effected the loss were good evidence against the prisoner. Besides, whatever was done by Simpson was done in consequence of the incitement of the prisoner previously, and the evidence would be good on that ground.

MAULE, J.—I have no objection to admit any thing that Simpson did, but I cannot receive evidence of what he said. When two persons are tried together, what one of them has said, is evidence, because he is on his trial, but it is evidence only against him. If Simpson were jointly indicted, therefore, with the prisoner, I could not, of course, reject his conversations, but they clearly would not be admissible as against the latter.

Prendergast objected, when the case for the prosecution was closed, that there was no allegation in the indictment that Simpson had really committed this felony. It was alleged that he was convicted, but nothing more. But it was quite clear that, when the record of the conviction was proved, it established nothing more than the fact of such conviction, and, as against the accessary, the guilt of the principal must independently be shewn. It forms, in fact, a main ingredient in the charge; and, if so, the indictment is defective, in not containing a positive averment that the principal was guilty. It must be admitted, however, that the precedents all run in the form here used.

MAULE, J.—They certainly do so, or I should have thought, with you, that such an averment was absolutely essential. However, this is not the time for me to give any opinion on the point. You will, of course, have the benefit of your objection hereafter, should the necessity for making it arise.

The prisoner was, however, acquitted.

It seems that Simpson had intimated to Government a desire to turn Queen's evidence; but since the statute 6 & 7 Vict. c. 85, has removed all doubt of a party convicted being a competent witness, it was deemed advisable by the prosecution that he should be indicted and plead guilty before they availed themselves of his services. At the conclusion of the case,

Clarkson applied that the prisoner Simpson might be discharged from custody, in pursuance of the understanding that had been entered into with him, that he would not be called up for judgment if he made a full confession.

MAULE, J.—I am no party to an understanding of that kind. I only know that the prisoner has pleaded guilty to a very heinous offence, and that it is my duty to pass upon him the sentence of the law.

He was accordingly placed at the bar, and sentenced to transportation for life.

[It is understood, however, that an application will be made to the Secretary of State, and that the prisoner will in all probability receive a pardon.]

Tuesday, April 16.

REG. v. FURLEY.

Caution to a prisoner, that what she says will be used against her on the trial, will prevent the reception in evidence of any statement made in consequence.

The prisoner was indicted for the wilful murder of her child; and, in the course of the evidence, a policeman, in stating a conversation he had had with the prisoner when she was apprehended, said that he had previously cautioned her, that whatever she told him would be used against her on her trial.

MAULE, J.—I think that this conversation is not admissible. It was held by Coleridge, J. in Drew's case (8 C. & P. 140), that where an officer had told a prisoner that whatever he said would be used for or against him, the confession could not be received, and I have acted on that decision several times since.

Prendergast (who was for the prosecution).—But in that case, my lord, the words used were "*for* or against you," and that would be clearly a misrepresentation.

MAULE, J.—If you promise a person that what he states will be at all events used at the trial, you may thereby be inducing him to confess. But you are guilty of a misrepresentation in saying so, because the prosecutor may, if he think fit, refuse to give such confession in evidence. You are giving a positive undertaking to do that which may not after all be done. The proper course is, where any caution at all is given, to let the prisoner know, that what he says may do him harm, but cannot possibly do him good.

The statement was accordingly rejected.

THE LEGISLATOR.

Summary.

THE week has been a blank one in legislation. It will be observed that Sir James Graham has suspended the County Courts Bill for a time, in consequence of the measure for the Abolition of Imprisonment for Debt, pending in the House of Lords, and with which, as our readers are aware, the County Courts Bill, which inflicts imprisonment, is entirely at variance. We trust that the respite will be well employed to crush the imperfect scheme. We direct the attention of readers to an article in our columns of to-day exposing its manifold imperfections, blunders, and impracticabilities.

Imperial Parliament.

HOUSE OF COMMONS.

PUBLIC BUSINESS TRANSACTED.

MOTIONS, &c.

Friday, May 17.

Standing Orders—Standing Order, No. 33, read and repealed. Motion made, and Question proposed—"That previous to the presentation of a Petition for a Railway Bill, a sum equal to one-twentieth part of the amount subscribed shall be deposited with the Court of Chancery in England, if the Railway is intended to be made in England; or with the Court of Chancery in England, or the Court of Exchequer in Scotland, if such Railway is intended to be made in Scotland, and with the Court of Chancery in Ireland, if such Railway is intended to be made in Ireland."—Debate arising; motion made, and question proposed,—"That the Debate be now adjourned:"—Motion, by leave, withdrawn:—Original question put, and agreed to.—Ordered, that the said resolution be a standing order of this House.

SESSIONAL PRINTED PAPERS.

Par. Num.

268. Metropolitan and City Police—Accounts and Returns.
260. Jamaica—Copy of the Memorial to her Majesty of the House of Assembly.
268. County Rates—Abstract of Accounts.
270. Church of Ireland—Returns.
282. Advocates—Paper.
283. Railways—Fourth Report of Committee.
284. Emigration of Indian Labourers to the West Indies, &c.—Paper.
274. Bills—Forestalling, &c.
275. —— Smoke prohibition.
272. Poor Law—Return of the Names, &c. of Auditors.
281. Church of Scotland (Crown Presentations)—Return.
277. Metropolis Turnpike Roads—Eighteenth Report of Commissioners.
280. Isle of Man—Returns.
293. Smuggling, &c.—Account of Law and other expenses.
291. Ships Mortgaged—Return.
300. Bills—Eastern Counties Railway Validity.
301. — Courts Martial (East Indies).

Turkey—Correspondence relating to Executions for Apostacy from Islamism.

289. Private Banks—Account.
264. Coals, Cinders, and Culm—Accounts.
269. Houses of Parliament—Lords' Report on Progress of Building.
273. Bankruptcy—Papers.
276. Sweets or Made Wines—Returns.
278. Sugar—Account.
286. Savings Banks—Return.
288. Houses of Parliament—Copies of Correspondence.
214. Bills—Joint Stock Companies Registration and Regulation.
290. —— Customs (amended).

Poor Law Inquiry (Scotland)—Report of Commissioners.

China—Copy of Commissions, Instructions, Orders in Council, &c.

Public General Acts—Cap. 12, 13, and 14.

BILLS READ A FIRST TIME.

Monday, May 20.

Courts of Common Law Process.
Ditto (Ireland).
Courts Martial (India).
Charitable Loan Societies (Ireland).
Vestries in Churches.

BILLS READ A SECOND TIME.

Wednesday, May 22.

Forestalling, &c. Bill.

BILLS READ A THIRD TIME AND PASSED.

Monday, May 20.

West India Relief.

Wednesday, May 22.
Turnpike Acts Continuance (Ireland).

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.
Monday, May 20.
Eastern Counties Railway Validity.
Marquis of Ailsa's Estate.
Wednesday, May 22.
Rigby's Estate.
Campbell's Estate.

BILLS READ A SECOND TIME.
Friday, May 17.
Westminster and Lambeth Suspension Bridge.

BILLS READ A THIRD TIME AND PASSED.
Friday, May 17.
Manchester Improvement.
Coventry Waterworks.
Monday, May 20.
Whitehaven and Maryport Railway.
Tuesday, May 21.
Sidmouth and Collumpton Road.
Eastern Counties Railway Validity.
Wednesday, May 22.
Westcroft Inclosure.

Bills in Progress.

COUNTY RATES, &c.

"A Bill for facilitating the collection of County Rates, and for relieving High Constables from attendance at Quarter Sessions in certain cases."

Sect. 1. That from and after the passing of this Act, as often as the justices of the peace within the respective limits of their commissions in England have made a county rate or police rate, or any other rate which may by law be raised in like manner as county rates, or any two or more such rates, such justices assembled at their general or quarter sessions, or at any adjournment thereof, may order precepts in the form shewn in the schedule annexed to this Act, or as near thereto as may be, to be issued to the guardians of every union of parishes, of which union any parish is situate within such limits, stating the sum or sums assessed and charged for each such rate on each parish in the union, the whole of which parish is situate within such limits, and requiring the said guardians, within such time as may be limited in such precepts, to cause the aggregate of the said several sums so stated to be paid by them out of the moneys held by them on behalf of each such parish, to the treasurer of the county or place for which such justices act, and may cause such precepts to be sent by post, or otherwise, to such guardians; and such precepts shall have force in such union so far as concerns such parishes as are within the limits of the commission of the said justices, notwithstanding that the place of meeting of such guardians may not be situated within such limits, and without being indorsed with the signature of the justice of the peace having ordinary jurisdiction in the place of meeting of the guardians; and such guardians shall raise the moneys required by such precepts to be paid in like manner as the money required by such guardians for the relief of the poor, and shall pay such moneys at the time limited, and in the manner prescribed by such precepts; and if the treasurer of such guardians, or any person on his or their behalf, tender to the treasurer of the county or place for which such justices act, the aggregate of the said several sums, or if he so tender the whole sum assessed on any such parish or parishes in respect of any such rate or rates, together with a copy of such precept in which are specified the parish or parishes, and the rate or rates in respect of which the same is so tendered, the treasurer of the county shall receive the sum so tendered, notwithstanding that the sums required to be paid on behalf of other of such parishes, or of other of such rates be not then tendered, and shall give a receipt for the sum or sums received by him accordingly; but he shall not receive any sum on behalf of any such parish less than the whole of the sum assessed and charged thereon in respect of one such rate; and the receipt of the treasurer of such county or place shall be a good discharge for the payment of the sums specified in any such precept, or of any of them.

2. If the guardians fail to pay such rates, the justices may issue warrants to the overseers of parishes, &c. to pay the same.

3. If the overseers, &c. fail to pay, the justices may levy the rate by distress and sale.

4. Justices in quarter sessions may issue precepts to the overseers of parishes, &c. not comprised in unions, or only partly within the jurisdiction of the justices, without the intervention of the high constable.

5. Delivery of precepts, &c. may be by post, and receipt of postmaster taken, and to be evidence of service.

6. Construction.

7. And whereas it is expedient to relieve high constables from the duty of attending at the court of quarter sessions, whether for the purpose of delivering in the list of persons from whom their successors are to be chosen, or for the purpose of delivering to the Court the list of jurors, as required by an Act passed in the 6th year of his late Majesty King George the Fourth, for consolidating and amending the laws relative to jurors and juries; be it enacted, that where high constables have heretofore been appointed at courts of quarter sessions, the high constables of such places shall hereafter be appointed by such justices as may be present at the special sessions of their division, at which overseers of the poor are now by law required to be appointed, or at any adjournment thereof; but if the hundred or other like division of the county for which any high constable is to be appointed, be not included within the limits of any one division of the county for which such special sessions are held, then the justices of the peace for the county assembled at general or quarter sessions, or any adjournment thereof, may from time to time determine the division of the special sessions for which such high constable shall be appointed, and shall cause notice of such determination to be sent by post or otherwise to the high constable for the time being of such hundred or other like division; and every high constable, whether appointed at a special sessions, or at an adjournment thereof, or at a court-leet, or any other special court, shall, if present at the time of his being appointed, then and there take his oath for the due execution of his office; and if otherwise, he shall forthwith, on the receipt of his appointment, go before the next or some other justice of the peace for the county in which he resides, and then and there take his said oath of office; and he shall not, in virtue of his office of high constable, be required to take any other oath than the said oath for the due execution of his office.

8. The justices at special sessions to transmit jury lists to quarter sessions.

HOUSE OF LORDS.

IMPRISONMENT FOR DEBT.

TUESDAY, May 21.—Lord BROUGHAM brought in a Bill to amend the Act passed in 1842, to abolish imprisonment for debt. We understood him to say that the present measure had been prepared to cure some defects in the former law, and at the suggestion of the Commissioners of the Insolvent Court.

LIBEL LAW.

Lord CAMPBELL referred to the Libel Bill which he had introduced early in the session, and which, after it had been read a first time, had been referred to a select committee. That committee had now made its report, and had introduced several alterations in the measure, the object of which was to allow the truth to be given in evidence in public prosecution for libel or seditious words. Thus amended, he hoped that the Bill would be allowed to pass. It was then read a second time.

HOUSE OF COMMONS.

COUNTY COURTS BILL.

FRIDAY, May 17.—In reply to a query from Mr. BORTHWICK, SIR J. GRAHAM said he had hoped that some progress would have been made in the County Courts Bill before Whitsuntide, but a difficulty had arisen which he did not foresee. A very grave question was now pending in the other house with respect to the abolition of imprisonment for debts in execution. (Hear.) The principle had, in fact, been affirmed by the other house. Now, it appeared to him important that the sense of the house should be taken on the principle of that measure before they proceeded further with the discussion of the details of the County Courts Bill, which proceeded on the opposite principle, and would not only continue imprisonment for debts in execution, but even extend its operations to debts of smaller amount. Upon the whole, he thought it would be expedient to postpone the further consideration of that bill until the other bill, to which he had referred, had been brought before the house.

PARLIAMENTARY PAPERS, &c.—We are accustomed to have a great deal to do with "Parliamentary Papers;" but Mr. Wallace, of Greenock, has at length afforded us an opportunity of analyzing the contents of a Parliamentary paper which relates almost exclusively to Parliamentary papers themselves. It is a return of the receipts from the sale of Parliamentary papers, and costs for prosecutions or actions against officers of the House of Commons. We find from this document that the total receipt for the sale of the Parliamentary papers printed by order of the House of Commons, from the year 1836 to the year 1843 (both inclusive), amounts to the sum of 38,403*l.* of which 3,086*l.* was received in 1836; 4,788*l.* in 1837; 5,165*l.* in 1838; 7,512*l.* in 1839; 4,708*l.* in 1840; 3,816*l.* in 1841 (first and second session); 5,009*l.* in 1842; and 4,316*l.* in 1843. The total net produce amounted to the sum of 34,452*l.* for the above eight years. It will hence be seen that the net annual average was about 4,306*l.* 10s. This return includes, however, the papers sold which were not printed by order of the House, being those which were presented in a printed form by Government offices. We are sorry to be obliged to record that in the last two years, 1842 and 1843, the sums of 2,009*l.* and 1,605*l.* respectively were derived from the sale of certain Parliamentary papers as "waste paper." The total receipts for these years only amounted, be it remembered, to 5,009*l.* and 4,316*l.* In former years the sums derived from the consignment of these invaluable documents to the waste-paper magazine never exceeded 538*l.* except in 1839, when, from some extraordinary disinclination on the part of the public to the study of Parliamentary statistics, the item from waste-paper amounted to the large sum of 3,115*l.* or nearly one-half of the whole. On examining another part of the return, we find that the net profit to the public by the sale of Parliamentary papers has been reduced by the sum of 4,263*l.* 11s. being the amount paid by the country in the same period (1836—1843) for prosecutions for libel, or actions instituted against the House of Commons through its officers; so that it would appear that the "hon. House" has been compelled to pay somewhat dearly for the pertinacious assertion of its rights and its privileges."

CUSTOM-HOUSE FRAUDS, SMUGGLING, &c.—A Parliamentary return has been issued on the motion of Mr. Hume, giving an account of the law and other expenses incurred against persons for smuggling and frauds in the customs for 1842 and 1843. In England, in 1842, there were 815 prosecutions, the expenses of which were 3,254*l.* 15s., the duties were 52*l.* 10s. 2d.; the penalties, 1,782*l.* 7s. 1d.; and the amount received in compromises was 694*l.* 19s. 4d. In 1843 there were 1,147 prosecutions in England, at an expense of 5,599*l.* 15s. 7d.; the duties were 267*l.* 10s. 6d.; the penalties, 943*l.* 12s. 9d.; and the compromises amounted to 2,533*l.* 16s. 4d. In the two years the expenses were 8,856*l.* 10s. 7d.; and the amount recovered, 3,228*l.* 15s. 8d. A similar return is given respecting Ireland and Scotland. On the whole, the expenses in the United Kingdom were 10,117*l.* 8s. 6d.; and the amount recovered in compromises was under 5,000*l.* The following note from the solicitor to the Customs appears on the return:—"The sum of 12,000*l.* has been recovered from Charles Candy and William Dean, and paid into court to abide the result of writs of error brought by them. Verdicts have been found for the Crown against Charles Candy for the further sum of 3,150*l.*; against William Dean, for 1,050*l.*; and against Denis John Blake, late a landing waiter in the Customs, for 4,350*l.*; which also await the result of writs of error. The sum of 3,954*l.* 1s. 4d. has also been obtained from Messrs. Candy and Dean, under an extent for duties alleged to be due from them to the Crown, and has also been paid into court to abide the decision of a jury as to the amount which may be found to be due; and a verdict has been found against John Dean for 137*l.* 6s. as duty due from him."

POST-OFFICE.—The ordinary Post-office returns, which have just been made to Parliament, shew, among others, the following results:—The number of letters delivered in the United Kingdom, in 1843, was upwards of 220 millions. The three weeks which are given of 1844 shew an increase over the corresponding weeks of 1843 of a quarter of a million of letters per week—this is *an increase in the rate of increase*, owing, no doubt, to improvement in trade. The letters of the London district post are now at the rate of 26 millions per annum, or fully double the number under the old system, notwithstanding that, up to the date of the returns, there had been no increase in the number of town deliveries. The gross revenue of the year 1843 was 1,620,867*l.* and the net revenue 640,217*l.*; shewing in each instance an increase, as compared with 1842, of about 40,000*l.*; which, considering the important reductions in foreign rates, is as much as could be expected. We have stated the revenue as it ought to have been given in the return—it is given at about 85,000*l.* less, owing, as explained in a note, to certain old debts (some fifty years old) having been written off. The gross revenue is now about 70 per cent. of that received under the old system, *and it exceeds that obtained during the fourpenny rate.* The money-orders still increase in number and amount. The sum annually remitted through the Post-office in England and Wales alone is now nearly five millions. The return shews double that amount; for, notwithstanding the ridicule which a similar return brought upon them last year, the Post-office persists in considering the "Amount passing through the office," as made up of all which it receives added to all which it pays. The increase of money orders, since 1839, is 25 fold.

CHEESE.—A return of the quantities of cheese imported into the several ports of Great Britain in each month of the year 1843, distinguishing the European, United States, and Colonial produce, has been printed on the motion of Mr. Colvile, the member for Derbyshire. The aggregate importations from all parts during the year ending January 5, 1844, amounted to 179,389 cwt. From various countries in Europe, there were imported during the year, 136,998 cwt.; from the United States of America (whence very rich fine flavoured cheeses are now being constantly imported), 48,312 cwt.; and from the British possessions abroad only 79 cwt.

EXPENDITURE OF IRELAND.

Return shewing the total present expenditure of Ireland, including Debt, Army, Pensions, Civil List, Miscellaneous Estimates, and all disbursements payable out of the public revenue.

EXPENDITURE FOR THE YEAR ENDING JANUARY 5, 1843.

	£	s.	d.	£	s.	d.
Payment for interest and management of the permanent debt	1,192,138	4	4			
Terminable annuities....	661	18	10			
				1,192,735	3	2
Other permanent charges on the Consolidated Fund, exclusive of advances for Public Works				586,909	9	7
Army				937,500	0	0
Ordnance				97,050	0	0
Miscellaneous services				398,503	12	10
Total present expenditure..				3,212,698	5	7

EXPENDITURE FOR THE YEAR ENDING JANUARY 5, 1844.

	£	s.	d.	£	s.	d.
Payment for interest and management of the permanent debt..........	1,210,716	9	5			
Terminable annuities....	597	8	10			
				1,211,313	18	3
Other permanent charges on the Consolidated Fund, exclusive of advances for Public Works				561,328	1[illegible]	3
Army				994,500	0	0
Ordnance				84,870	0	0
Miscellaneous services				332,682	14	3
Total present expenditure..				3,184,695	7	9

SUPERANNUATION ALLOWANCES.—An account of all allowances or compensations granted, as retired allowances or superannuations, in all public offices or departments which remained payable on the 1st January, 1843, the annual amount which was granted in the year 1843, the annual amount which ceased within the year, and the total amount remaining payable on the 31st December, 1843, has just been printed by special order of the lower House of Parliament. We find that the gross total amount of compensation allowances which remained payable on the 1st of January, 1843, was 285,695l.; the annual amount of allowances granted in the year 1843, 1,218l.; the annual amount of allowances which ceased within that year, 17,437l.; and the annual amount of allowances payable on the 31st of December, 1843, 269,480l. As far as regards the "superannuation" allowances, the annual amount which remained payable on the 1st of January, 1843, was 385,252l.; the annual amount granted in the year 1843, 52,753l.; the annual amount ceased within the same period, 34,900l., and the annual amount of superannuation allowances remaining payable on the 31st of December, 1843, 403,100l. The gross total amount of both "compensation" and "superannuation" allowances which remained payable on the 31st of December, 1843, was 672,580l.; but, allowing for the deductions in 1843, pursuant to the 27th section of the Act 4 & 5 Wm. 4, c. 24, the actual charge entailed upon the public on the last day of the year 1843 amounted only to 645,243l.

SALARIES OF THE MINISTERS OF STATE AND THE JUDGES.—The following is a return of the salaries of the Ministers of State and of the Judges:—First Lord of the Treasury (Premier), 6,000l. per annum; Secretary of State for the Home Department, 5,000l.; ditto for Foreign Affairs, 5,000l.; ditto for the Colonies, 5,000l.; the Chancellor of the Exchequer, 5,000l.; First Lord of the Admiralty, 4,500l.; President of the Board of Control, 3,500l.; ditto Board of Trade, 2,000l.; Secretary at War, 2,580l.; Lord President of the Council, 2,000l.; Lord Privy Seal, 2,000l.; Chancellor of the Duchy of Lancaster, 4,000l.; Lord-Lieutenant of Ireland, 20,000l.; Secretary of State for Ireland, 5,500l.; Paymaster General and Treasurer of the Navy, 3,000l.; Master-General of the Ordnance, 3,500l.; Postmaster-General, 2,500l.; Master of the Mint, 2,000l.; Master of the Horse, 2,000l.; Judge Advocate-General, 2,000l.; Commander-in-Chief of the Army, 3,460l. per annum. Salaries of the Law Officers:—Lord High Chancellor of England, 14,000l.; Lord Chancellor of Ireland, 8,000l.; Master of the Rolls, 7,000l.; Chief Vice-Chancellor of England, 6,000l.; the other Vice-Chancellors, 5,000l.; Lord Chief Justice of the Court of Queen's Bench, 8,100l.; the other judges, 5,000l.; Lord Chief Justice of the Court of Common Pleas, 8,000l.; the other judges of ditto, 5,000l.; Lord Chief Baron of the Exchequer, 7,000l.; the other barons, 5,000l. to 5,500l. each; the Attorney-General, 5,500l.; Solicitor-General, 1,500l. per annum.

THE MAGISTRATE.

Summary.

IN reply to inquiries, we beg to say that the LAW TIMES reports will be continued as heretofore, their plan and purpose being to give the earliest intelligence of all the decisions, and to preserve an unique and valuable record of all the business of the courts. The Practical Reports of the Verulam Society will be *full* reports, got up with care and reference to briefs, &c. precisely similar to those hitherto termed the *regular* reports. In future, BITTLESTONE'S and SYMONS'S Reports of Magistrates' Cases will appear *only* in the Verulam Society's publication. We shall but transfer to our columns an occasional case of special importance. The reports of the last Term have been inserted here to shew the Profession how the work will be done, and to permit an estimate to be formed of their utility by those who may be inclined to join the Society.

POOR LAW PRACTICE.

(*From the Official Circular of the Poor Law Commissioners.*)

(*Continued from page 525, Vol. II.*)

II.—APPRENTICESHIP.

EXPENSE OF INDENTURE OF PARISH APPRENTICE, AND PARTIES THERETO.

Dec. 4, 1843.

Clerk of Eastry Union—Stated that an orphan boy, aged 13, had been sent from the union workhouse to a grocer and outfitter at Ramsgate, with a view to his being ultimately apprenticed. The boy and the master, having had some trial of each other, were desirous of executing the necessary indentures of apprenticeship. An expense of 30s. must be incurred for the indenture, which will carry a 20s. stamp. Inquired, first, whether the guardians can defray the cost of the indenture, beyond the usual allowance for clothing granted to children whose condition requires it on their leaving the workhouse for service; secondly, whether the board of guardians must be a party to the indenture, and if so, whether they can, under the 17th section of the 5 & 6 Vict., c. 57, empower one of their officers to execute the indenture on their behalf; or, thirdly, whether the parish officers were the parties who should be joined in the indenture.

Ans. The commissioners see no objection, under the circumstances, to the guardians allowing the cost of the indenture beyond the usual allowance of clothing to children who leave the workhouse for service. But assuming that the guardians are at the charge of providing the indenture and the clothing, the case is not one in which any stamp duty is payable, as the 40th section of 8 Anne, c. 9, provides that the stamp duties shall not extend to cases in which the apprentice is placed out at the common, or public charge of any parish or township. A further consequence of the proposed provision from the poor-rates would be, that the indenture would require to be allowed by the justices. The 56 Geo. 3, c. 139, s. 11, enacts, that no indenture, by reason of which any expense shall be incurred by the parochial funds, shall be valid, unless approved by two justices, under their hands and seals, according to the provisions of that Act, and the Act of 43 Eliz. With respect to the second and third inquiries, I am to observe, that the commissioners understand the proposed binding to be a voluntary one on the part of the apprentice, and not a binding by the parish. If so, the apprentice must execute the deed; and the execution by the overseers will not be necessary. If the case were that of a binding by the parish, the overseers, and not the guardians, would still be the proper parties to the indenture. The overseers could not, however, since the passing of 4 & 5 Wm. 4, c. 76, in any case lawfully incur any cost at the charge of the poor-rates, in respect of the apprenticeship of a poor person, unless the guardians had sanctioned the proceedings; apprenticeship being relief, and the administration of relief being, by the 54th section of the above statute, vested in the guardians.

III.—BASTARDY.

DEMAND UPON PUTATIVE FATHER PRIOR TO ENFORCEMENT.

Nov. 6, 1843.

Clerk of Chertsey Union—Stated that the father of a bastard child, on whom an order for the payment of 3s. per week had been made, had left that part of the country. The board of guardians being about to take proceedings to obtain the arrears then due, wished to be informed whether ulterior proceedings by warrant, distress, &c., could be taken before the arrears due have been demanded by the overseers.

Ans. Although the ordinary practice, and that which appears to the commissioners the expedient one, is to demand of the putative father the sums due under an order of justices, before any proceeding is taken to compel payment, the commissioners do not perceive, with reference to the 76th section of the Poor Law Amendment Act, that such demand is legally requisite. It would seem that under that section, the fact of the payments directed by the order to be made not having been made (if such fact is made to appear upon the oath of the overseers or guardians), is sufficient to enable the justices to proceed to issue the warrant to cause the reputed father to be brought before them. The warrant, in such case, would be in the nature of a demand, and would, on its return, enable the putative father to shew that he had paid, or that he was not liable, or make any other defence which the circumstances of the case might allow of. Then if, upon the hearing, the parties should see fit to issue the warrant of distress, the whole proceeding would have been in conformity with the general principle of law, viz., that a person should not be punished (the warrant of distress being in the nature of an execution) until he has had the opportunity of being heard. Where the order directs the payments to be made to the guardians, the guardians can empower the overseers, or any of their officers, to receive the sums which may from time to time become due.

(*To be continued.*)

The following building is certified as a place duly registered for solemnizing marriages, pursuant to the Act of 6 & 7 Wm. 4, c. 85:—Gellymaenwydd Chapel, Carmarthenshire. J. Prothero Lewis, superintendent registrar.

THE LAWYER.

Summary.

TERM commenced on Wednesday without the usual formalities. It is gratifying to find a steady decrease in the arrears of business. In the Queen's Bench there are 85 motions for new trials, of which three only were moved in Michaelmas Term, 1842, and the remainder in Michaelmas Term last. The special paper and demurrer list contains the names of 34 causes. In the Court of Common Pleas, the remanet paper exhibits 7 causes, and the new trial list only 27, none of which were moved for earlier than Hilary Term last. There are ten waiting for the judgment of the Court, and 21 demurrers are set down for hearing. In the Court of Exchequer there are only 9 rules in the peremptory paper; in the special paper, 6 for judgment and 8 for argument. In the new trial list there are 5 for judgment and 27 for argument, none of which were moved for before the present year.

It is stated, as if from authority, that Sir Nicholas Tindal does not contemplate retirement, although the rumour is still rife in the robing-room.

LEGAL INTELLIGENCE.

Court Papers.

CAUSE LISTS, TRINITY TERM, 1844.

COURT OF QUEEN'S BENCH.

New Trials remaining undetermined at the end of the sittings after Easter Term, 1844.

Michaelmas Term, 1842.

Doe dem. Bake and Others v. Derry and Another (stands for arrangement)
Corporation of Colchester v. Brooke (second case).

Michaelmas Term, 1843.

Rogers v. Brenton
Willoughby, clerk, v. Willoughby, bart.
Same v. Same
Todd v. Stewart
Same v. Same
Miles v. Bough
Leeman v. Lloyd
Wilkinson v. Lloyd
Fawcett v. Fearne
Clough v. Taylor
Aldred v. Constable and Another
Same v. Same
Dixon v. Wing
Davis v. Clark
Boucher v. Murray
Locke v. Pigache
Doe d. Angell v. Angell
Doe d. Fleming v. Pancutt
Le Grille v. Spalding
Jenkins v. Davies
Hanmer v. Eyton.

Hilary Term, 1844.

Pickersgill v. Beenham
Lovegrove v. Beenham
Clifton v. Hooper and Another
Bird v. Jones
Miles, Treasurer, v. Coote and Wife
Same v. Same
Phillips v. Shervill
Hunter v. Caldwell
Needham, esq. v. Rawbone
Balls, Executrix, &c. v. Thick
Price, P. O. v. Dunn, P. O.
Belcher and Others, Assignees, v. Campbell
Bax v. Beetham
Gillett v. Whitmarsh and Others
Hart, Administrator, &c. v. Stephens

Bate and Another v. Rowlinson
Yates, a pauper, v. Tearle and Others
Lyon the younger v. Boroughs
Hopkins v. Richardson.

Easter Term, 1844.

Demean v. Louch
Same v. Same
Doe dem. Tebbutt and Others v. Brent and Others
Holloway v. Turner
Rolfe v. Reynolds the Elder
Martin v. Wright
Cobb v. Beck and Another
Allen v. Hayward
Doe dem. Muston v. Gladwin
Mayor, &c. of Rochester v. Levey
Hopkinson v. Lee
Baynton v. Seal and Another
Doe dem. Brise v. Brise
Reg. v. Mortlock
Hunt and Another v. Jones
Wharton v. Walton
Worthington v. Gromsditch
Reg. v. The Rev. M. Stead
Bromley v. Spurrier
Holford v. Barley
Doe dem. Edney and Others v. Wise
Mayor, &c. of Saltash v. [illegible]
Woolcombe v. Sleaman
Gale v. Bernal
Simons v. Spiers
Mayfield v. Robinson
Doe dem. Swinton v. Coote
Spencer v. Carlen
Doe dem. Vevers v. Ault
Winterbottom v. Ingham
Elliott v. Blackwell
Topping v. Hayton
Roe dem. Corporation of Richmond v. Morphett
Gibson v. Call and Others
Adams, a pauper, v. Hartle,
Ferrand v. Milligan
Dawson v. Gregory
Hargreaves and Another v. Wood and Another
Row v. Taunton and Another
Aikin v. Faith and Others. (Tried during Term.)
Littlechild v. Banks
Brooks v. Rockett
Same v. Same
Skilbeck and Another v. Garbett.

SPECIAL PAPER.

Trinity Term, 1844.

Barrow v. Arnaud
The Birmingham, Bristol, and Thames Junction Railway Company v. Playter
Howard v. Gossett
Keir v. Leeman
Phillipson, P. O. v. The Earl of Egremont
Jones v. Robin
Smith v. Pearson
Repton v. Hodgson
Doe d. Adams v. The London and Croydon Railway Company
Morris, bart. v. Cowell
Gifford v. Whittaker
Elwood v. Bullock
Edwards v. Richards
Whitehead v. Harrison
The Corporation of the London Assurance Company v. Bold.
Doe several dems., Warwick and Another v. Coombes and Another
Adams v. Adams
Fletcher the younger v. Calthrop and Another
Van Sandau v. Turner and Another
Planche v. Hooper
Lane and Others v. Hooper and Another
Scott v. Wedlake
Kendall v. Corles
Baker v. Beadle the elder
Graham v. Jackson
Graham and Others v. Witherby and Another
[illegible] v. Hosking and Others
Pargeter and Others v. Harris
Perry v. Fitz Horne
Green and Another, Lessees, &c. v. Wood and Another.
Ekin and Another v. Flay
Graham and Others, Assignees, v. Lynes.

CHANCERY SITTINGS.

TRINITY TERM, 1844.

LORD CHANCELLOR.

AT WESTMINSTER.

Wednesday	May 22	Appeal Motions
Thursday	23	Petition Day. Cause, Lunatic and Bankrupt Petitions.
Friday	24	Appeals
Saturday	25	
Monday	27	
Tuesday	28	
Wednesday	29	
Thursday	30	
Friday	31	Petition Day. Unopposed only, and Appeals
Saturday	June 1	Appeals
Monday	3	
Tuesday	4	
Wednesday	5	
Thursday	6	Appeal Motions
Friday	7	Petition Day. Unopposed Petitions and Appeal
Saturday	8	Appeal Motions
Monday	10	
Tuesday	11	
Wednesday	12	

Such days as his Lordship is occupied in the House of Lords excepted.

MASTER OF THE ROLLS.

Wednesday	May 22	Motions.
Thursday	23	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Friday	24	
Saturday	25	
Monday	27	
Tuesday	28	Petitions, the unopposed first
Wednesday	29	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday	30	Motions
Friday	31	Pleas, Demurrers, Causes, Further Directions, and Exceptions
Saturday	June 1	
Monday	3	
Tuesday	4	Petitions, the unopposed first
Wednesday	5	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Thursday	6	Motions
Friday	7	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Saturday	8	
Monday	10	
Tuesday	11	Petitions, the unopposed first
Wednesday	12	Motions

Consent Causes, and Short Causes, every Tuesday at the Sitting of the Court.

*** The swearing in of solicitors will take place at the Rolls Court, Chancery-lane, on Monday, the 10th of June, at four o'clock, instead of on the day after Term, as heretofore.

Notice.—Petitions must be presented, and copies left with the secretary, on or before the Saturday preceding the Tuesday on which it is intended they should be heard. Those requiring service must be presented on or before the Friday preceding.

VICE CHANCELLOR OF ENGLAND.

Wednesday	May 22	Motions
Thursday	23	Petition Day, unopposed first
Friday	24	Short Causes and Causes
Saturday	25	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Monday	27	
Tuesday	28	
Wednesday	29	
Thursday	30	Motions
Friday	31	Petition day. Unopposed Petitions, Short Causes, and Causes
Saturday	June 1	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Monday	3	
Tuesday	4	
Wednesday	5	
Thursday	6	Motions and ditto
Friday	7	Petition Day. Unopposed Petitions, Short Causes, and Causes
Saturday	8	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Monday	10	
Tuesday	11	
Wednesday	12	Motions.

VICE-CHANCELLOR KNIGHT BRUCE.

AT WESTMINSTER.

Wednesday	May 22	Motions and Causes
Thursday	23	Petitions and Causes
Saturday	25	Short Causes, Pleas, Demurrers, Exceptions, Causes, and Further Direction
Monday	27	Bankrupt Petitions
Tuesday	28	Pleas, Demurrers, Exceptions, Causes, &c.
Thursday	30	Motions and Causes
Friday	31	Petitions and Causes
Saturday	June 1	Short Causes and Causes
Monday	3	Bankrupt Petitions
Tuesday	4	Pleas, Demurrers, Exceptions, Causes, &c.
Thursday	6	Motions and Causes
Friday	7	Petitions and Causes
Saturday	8	Short Causes and Causes
Monday	10	Bankrupt Petition
Tuesday	11	Pleas, Demurrers, Exceptions, Causes, &c.
Wednesday	12	Motions and ditto.

VICE CHANCELLOR WIGRAM.

Wednesday	May 22	Motions and Causes
Thursday	23	Petition day. Pleas, Demurrers, Exceptions, Causes, and Fur. Directions
Friday	24	
Saturday	25	Short Causes, Petitions, unopposed first, and ditto
Monday	27	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday	28	
Wednesday	29	
Thursday	30	Motions and ditto
Friday	31	Petition Day. Pleas, Demurrers, Exceptions, Causes, and Further Directions
Saturday	June 1	Short Causes, Petitions (unopposed first), and Causes
Monday	3	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday	4	
Wednesday	5	
Thursday	6	Motions and Ditto
Friday	7	Petition Day. Pleas, Demurrers, Exceptions, Causes, and Further Directions
Saturday	8	Short Causes, Petitions (unopposed first), and Causes
Monday	10	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday	11	
Wednesday	12	Motions and Ditto.

COMMON LAW SITTINGS.

In and after Trinity Term, 1844.

COURT OF QUEEN'S BENCH.

IN TERM.—MIDDLESEX.

First Sitting, Thursday, May 23.
By adjournment until
Second Sitting, Tuesday, May 28.
And by adjournment, until all the Causes appointed are tried.
Third Sitting, undefended, Monday, June 10.
(Sit at half-past nine o'clock.)

LONDON.
Tuesday, June 11.

AFTER TERM.

MIDDLESEX.	LONDON.
Thursday, June 13.	Friday, June 14.

(To adjourn only.)

The Court will sit at eleven o'clock in term, in Middlesex, except the last sitting; at twelve, in London; and in both at half-past nine after Term.

In Middlesex no action for torts, or of replevin, or feigned issues, will be tried in Term, except on application to the judge early in each sitting, and after notice to the other side of the intention so to apply:—the usual short causes beginning with the remanets, and a limited number of new causes will complete the lists, and all undefended causes will be taken out of their turns, and be tried immediately—and the causes not appointed will be remanets.

Short defended as well as undefended causes entered for the sitting on June 11th, will be tried on that day, if the plaintiff wishes it, unless there be a satisfactory affidavit of merit.

COURT OF COMMON PLEAS.

IN TERM.

MIDDLESEX.	LONDON.
Wednesday, May 29.	Friday, May 31.
Wednesday, June 5.	Friday, June 7.
AFTER TERM.	
Thursday, June 13.	Friday, June 14.

The Court will sit at ten o'clock in the forenoon on each of the days in Term, and at half-past nine precisely on each of the days after Term.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

On Friday, the 14th of June, in London, no causes will be tried, but the Court will adjourn to a future day.

COURT OF EXCHEQUER.

IN TERM.

MIDDLESEX.

1st Sitting, Thursday, May 23.
2nd Sitting, Friday, May 31.
3rd Sitting, Friday, June 7.

LONDON.

1st Sitting, Wednesday, May 29.
2nd Sitting, Wednesday, June 5.
And by adjournment, to Thursday, June 6.

AFTER TERM.

Thursday, June 13. | Friday, June 14.
(To adjourn only.)

The Court will sit at Middlesex, at Nisi Prius in Term, by adjournment from day to day, until the causes entered for the respective Middlesex sittings are disposed of.

The Court will sit at Ten o'clock during Term, and at Half-past Nine o'clock after Term.

EXAMINATION QUESTIONS,

Easter Term, 1844.

I. PRELIMINARY.

1. Where, and with whom, did you serve your clerkship?
2. State the particular branch or branches of the law to which you have principally applied yourself during your clerkship.
3. Mention some of the principal law books which you have read and studied.
4. Have you attended any and what law lectures?

II. COMMON AND STATUTE LAW, AND PRACTICE OF THE COURTS.

5. In the prosecution of all civil actions, what are the several parts of a suit?
6. What is the business at nisi prius exclusively confined to?
7. In what cases are issues tried before the sheriff, and is any nisi prius record necessary in such cases?
8. How are personal actions in her Majesty's courts of law now commenced?
9. What are the objects of a writ of distringas, when is the writ resorted to, and how is it obtained?
10. By what process are witnesses brought to give evidence in courts of justice, and how are they proceeded against for disobedience?
11. In what cases can a plaintiff be called upon to give security for costs?
12. How soon must a plaintiff declare after the defendant has appeared?
13. What is the difference between interlocutory and final judgment?
14. How are damages assessed after interlocutory judgment on a promissory note or banker's cheque?
15. What is the form of a voluntary nonsuit, and why is it more eligible for the plaintiff than a verdict against him?
16. What step would you take to affect the real estate of a defendant against whom you have recovered a judgment, and can government stock funds or annuities of a judgment debtor be made chargeable with the amount of such judgment debt?
17. What is the nature of a writ of attachment? and when it is issued against the sheriff, to whom is it directed?
18. When a plaintiff has recovered a verdict in ejectment, how does he recover possession?
19. Within what time must all writs of execution be sued out after the judgment is signed?

III. CONVEYANCING.

20. Mention the different kind of estates in lands, tenements, or hereditaments; state which of them arise by operation of law, and which by the act of the parties, and explain their respective natures.
21. What is waste? State who may not commit waste, and the remedies to restrain it.
22. Will a court of equity in any case restrain a tenant for life, without impeachment of waste,

from committing waste? and if so, in what cases?

23. What conveyances take effect by force of the statute of uses, and what by the common law?

24. What is an Interesse Termini, and is it assignable?

25. Explain the nature of the Title by Escheat, and when it occurs.

26. Lands stand limited to such uses as A shall by deed appoint, and in default of appointment, to the use of A in fee. A, in pursuance of his power, appoints, and by way of further assurance conveys to B and C, and their heirs, to uses. Are the uses executed by the statute of uses, or do they take effect in equity only?

27. Land is devised by will, or limited by deed to A for life, remainder to his right heirs. State what estate A takes, and mention the rule of law which governs the construction of such limitation.

28. What interest and power does the husband take in and over the following property of his wife: her freehold estate, her *choses* in possession, her chattels real, her *choses* in action; and what effect has the death of husband and wife, or wife, on this interest?

29. What power of disposition has a tenant in tail over the entailed lands, both as regards his own estate tail, and all remainders over? and distinguish the case where there is a protector of the settlement from the case in which there is no such protector.

30. A mortgagee in fee dies intestate as to the land vested in him as mortgagee, leaving an infant heir. What steps must be taken to obtain a reconveyance of the legal estate from the infant?

31. A mortgages land, of which he is seized, to be in fee, for securing the payment of a sum of money covenanted to be paid by A. A afterwards devises the mortgaged land to C. Is C entitled to have the mortgaged debt discharged out of A's personal estate?

32. What is the effect of a judgment registered under 1 Vict. c. 110, upon the freehold and copyhold estate of the debtor at law and in equity and who are protected by that statute and the 2 and 3 Vict. c. 11, against such judgments in equity?

33. State the mode in which a will is required to be executed under the Act 1 Vict. c. 26, for the amendment of the law relating to wills; and what effect has a codicil, properly executed under that Act, on a will made previously, which would have been good as the law then stood, but not so if made after the 1 Vict. c. 26?

34. An intestate dies without leaving a widow or any issue, leaving nephews, the children of a deceased brother or sister of the intestate, and great nephews, the descendants of another deceased brother or sister of the intestate, who are entitled to share in the distribution of the personal estate?

IV. EQUITY AND PRACTICE OF THE COURTS.

35. Is the jurisdiction of the courts of equity distinct from, or concurrent with, that of the courts of common law? and state some instances.

36. What are the principal matters in which courts of equity exercise jurisdiction?

37. What is the strict rule as to making parties to a suit?

38. Is this rule ever relaxed? Under what circumstances, and to what extent?

39. If some of the parties defendants are out of the jurisdiction, what is the plaintiff's course of proceeding? Will the court make a decree in the absence of such parties?

40. In the case of a plaintiff being out of the jurisdiction, what is the course of proceeding on the part of the defendant?

41. How do married women and infants sue in equity?

42. What are the different modes in which a defendant may meet the case made for the plaintiff in his bill? What is the effect of these modes respectively?

43. What time is allowed a defendant to appear to a bill?—to plead?—to answer?—to demur?—respectively. And is there any difference between the times so allowed in town and country causes?

44. What is the meaning of a bill being taken *pro confesso?* State the practice in procuring the order for its being so taken.

45. What is the practice with regard to the production of books, accounts, documents, the possession of which is admitted by the defendant? If they relate to other matters besides those which are the subject of the suit, how is the defendant protected from such other matters being disclosed to the plaintiff?

46. What is the practice as to a defendant answering the interrogatories of a bill?

47. Is a creditor who comes in and proves his debt before the Master allowed any, and what costs? Is a creditor, whose debt does not by law carry interest, allowed interest? and if so, under what circumstances?

48. What are the ordinary cases in which a receiver is appointed? and state any special cases.

49. Can persons not parties to a suit enforce obedience to an order? Can such obedience be enforced against them?

V. BANKRUPTCY, AND PRACTICE OF THE COURTS.

50. Describe generally the objects of the bankruptcy laws, and what description of persons are liable to them.

51. Enumerate the different acts of bankruptcy, and state that which is now usually resorted to by a trader in difficulties.

52. When is an assignment of all a trader's effects an act of bankruptcy, and when not?

53. What is the rule with respect to the petitioning creditor's debt? 1st, as respects the nature of such debt; 2ndly, as respects the amount of it?

54. What description of evidence is required to prove the trading and act of bankruptcy?

55. How, and by whom, are the official and other assignees appointed? and what is the effect of their appointment, as respects the real and personal estate of the bankrupt?

56. What are the duties of the official assignees, as distinguished from the creditors' assignees?

57. Does the real and personal estate of a bankrupt, situate in a foreign country, vest in his assignees? Explain the general rule of law upon which the question is determined.

58. What property of the wife does, and what does not pass to the assignees?

59. Is the wife of a bankrupt in any, and if so, in what cases, entitled to a settlement for her benefit out of property of hers, passing to the assignees?

60. Is there any distinction between mortgages of land and mortgages of personal property, as respects the relative rights of the mortgagees and assignees; and if so, upon what principle is such distinction founded?

61. Specify the different legal objections which may be made to proofs on bills of exchange, and other negotiable instruments.

62. What are the provisions of the statutes, with reference to conveyances from and contracts with, and also payments by and to, a bankrupt?

63. By whom is the bankrupt's certificate now granted, and what is the effect of it when obtained?

64. What is the jurisdiction of the Court of Review? and in what cases and to what tribunal does the right of appeal from its decisions lie?

VI. CRIMINAL LAW AND PROCEEDINGS BEFORE JUSTICES OF THE PEACE.

65. What are the several ordinary modes of prosecution under which criminal offenders may be brought to trial? State generally to what class of cases they are respectively confined.

66. What are the functions of a grand jury?

67. Must the grand jury examine all the witnesses whose names are on the back of the bill?

68. By what process can the attendance of a witness before the grand jury be compelled?

69. How are peers tried in the respective cases of treason, felony, and misdemeanor?

70. What means have persons who are held to bail, or committed to prison for trial, of ascertaining upon what evidence they have been held to bail or committed?

71. Define the offence of perjury.

72. By whom may a writ of *habeas corpus* be issued? and must it be issued on any and what application?

73. What is the offence of simony?

74. Husband and wife are indicted together with a third party for conspiracy; the latter is acquitted. Can the two former, or either of them, be convicted? Give the reasons for your answer.

75. For what cause, how and before whom, can articles of the peace be exhibited?

76. How may evidence abroad be obtained in a criminal case? and is there any difference in that respect between a British colony and a foreign country?

77. What summary remedy is there against trespassers in search of game?

78. What has been substituted by the Legislature for a voluntary oath? Before whom may such substituted proceeding be taken? What is essential to its validity? and what offence is committed by stating therein what is untrue in any material particular?

79. What are the functions of the coroner and of his jury?

THE DUKEDOM OF SUSSEX.

On Thursday the case of Augustus Frederick D'Este, on his claim to the dukedom of Sussex, the earldom of Inverness, and the barony of Arklow, came before the Committee for Privileges, in the House of Lords. As very much interest will naturally be felt in this remarkable and extraordinary peerage claim, the following abstract of the case, and of the arguments upon which Sir Augustus D'Este's claim is founded, cannot but prove welcome to the public. The claimant first sets forth his pedigree as the son of the late Duke of Sussex and Lady Augusta Murray, and then recites the letters patent of the 27th of November, 42 Geo. 3, by which his Royal Highness Prince Augustus Frederick was created Baron of Arklow, Earl of Inverness, and Duke of Sussex, with limitation to the heirs male of his body; and adds, that he (the claimant) is the only male issue of the marriage celebrated at Rome, A.D. 1793, between his said late Royal Highness and Lady Augusta Murray, daughter of the Earl of Dunmore. The marriage took place without previous communication with George 3, and with the strictest secrecy; but the fact soon became known. "The King (to use the language of the claimant's case) was displeased at the event, and from the time it came to his knowledge every endeavour was made to cause a separation of the prince from his wife. This was accomplished, in the first instance, by his Royal Highness being immediately sent abroad, and after several short periods of residence together, the desired object of a permanent separation was attained in the year 1806, the claimant and a daughter being the only children of the marriage." On the death of his royal parent, the claimant presented his petition to her Majesty, claiming the dignities of Baron of Arklow, Earl of Inverness, and the Duke of Sussex, which petition was referred to the consideration of the Attorney General, who, having heard the evidence in support of his allegations, made his report in August 1843. From that report it appears that the fact of a marriage between the late Duke of Sussex and the claimant's mother having been celebrated at Rome, was proved; but with the view of establishing the lawfulness of that marriage, and of shewing that its validity was not affected by the provisions of the Royal Marriage Act (12 Geo. 3, c. 11), a statement of the circumstances under which the marriage took place is relied on by the claimant. The claimant, in the course of a detailed narrative of those circumstances, strongly relies on the fact, that neither the sense which both the prince and the claimant's mother entertained of the sufferings and disasters which their union had wrought, nor the feelings consonant upon the disagreement which put an end to the union, ever once induced either of them to deny the fact of the marriage at Rome, or to express any doubt in their own minds as to the legal validity of that marriage. It is stated, confidently, that unequivocal evidence will be given that his late Royal Highness repeatedly acknowledged and treated the claimant as his legitimate son; indeed, one letter, written in 1801, is directed by the duke "to my dearly beloved son, Prince Augustus Frederick, No. 40, Lower Grosvenor-street, Grosvenor-square, London." Her Majesty having been pleased to refer the claimant's case to the consideration of the House of Peers, and the House having referred the petition to the Lords' Committee for Privileges, this case is therefore now submitted by the claimant to their lordships; and these three principal questions will arise for their lordships' consideration:—"First, the question of fact as to the marriage, upon which he relies, as having been contracted at Rome; secondly, the legality of that marriage. And upon these two points the claimant presumes to hope that little difficulty will be found in the way of your lordships' conclusion in his favour. The third question will be, whether a marriage contracted by a descendant of his late Majesty George II. out of her Majesty's dominions, and legal in all other respects, is rendered invalid by the operation of the statute 12 Geo. 3, c. 11, commonly called the Royal Marriage Act. Whatever impression may be received from the first view of the question, the claimant confidently anticipates that a due investigation of the general principles of international law and of local legislation, upon which the proper construction and effect of the statute will depend, and by which it must be governed, will in its result abundantly satisfy your lordships that that statute does not invalidate the marriage upon which he relies, or defeat his claim, as the legitimate offspring of that marriage, to succeed to the honours of his royal parent." The above is the summary of the arguments upon which the claimant relies; and the case is signed by "Thomas Wilde, William Erle, and James Wilde," as counsel.

The Lord Chancellor has appointed George Frederick Browne, of Diss, in the county of Norfolk, gent. and John Price, of Shrewsbury, in the county of Salop, gent. to be Masters Extraordinary in the High Court of Chancery.

LORD CHIEF JUSTICE TINDAL.—We are enabled to give the most positive contradiction to the report current in the legal circles—viz. that the learned and excellent Chief Justice of the Court of Common Pleas contemplates, or has expressed a wish, to resign his high office at the expiration of the present Term. His lordship at present does not entertain any intention of retiring from public life.—*Standard.*

VEXATIOUS LAW PROCEEDINGS.—The following important manifesto has just been issued:—

"NOTICE.—Whereas it is expedient, as well for protecting persons *in statu pupillari* against impositions or proceedings at law, as for securing the regular and prompt payment of all just and lawful debts contracted by them, that the expenses incurred by such persons should be brought, as far as is practicable, under the inspection and control of the tutors of their respective colleges. And whereas some cases have recently occurred, wherein inhabitants of the town have instituted legal proceedings against persons *in statu pupillari* for the recovery of debts, without having given any previous notice of their claims or intentions to the tutors of the colleges of which such persons were members.

"We, the Vice-Chancellor and Heads of Colleges, whose names are underwritten, do hereby give notice, that if in future an inhabitant of the town, engaged in any trade or profession, shall institute any legal proceedings for the recovery of a debt due to him from any person *in statu pupillari*, without first giving reasonable notice of his claims to the tutor of such person; he shall be punished by discommuning or otherwise, as to the Vice-Chancellor and heads of colleges shall seem fit.

"William Hodgson, D.D. { Vice-Chancellor. Master of St. Peter's.
George Thackeray, D.D. provost of King's.
William Webb, D.D. Master of Clare-hall.
William French, D.D. Master of Jesus.
John Lamb, D.D. Master of Corpus.
Gilbert Ainslie, D.D. Master of Pembroke.
John Graham, D.D. Master of Christ's.
George Archdall, D.D. Master of Emmanuel.
Ralph Tatham, D.D. Master of St. John's.
Benedict Chapman, D.D. Master of Caius.
Robert Phelps, D.D. Master of Sidney.
William Whewell, D.D. Master of Trinity.
Joshua King, LL.D. President of Queen's."

CANDIDATES FOR THE BAR.—From the fact of some of our inns of court, till a recent period, having been too easy of access to many seeking the Bar as a profession, and to the great redundancy of members of it at the present day, and the necessity of enforcing a more rigid system of regulation in the admission of members to the several learned legal societies, a most important regulation has been recently adopted by the benchers of the Hon. Society of the Middle Temple. It appears that in Trinity Term, 1789, an order was made by the then members of the bench of the Inner Temple and the then benchers of the Middle Temple, in adopting the same, ordered—"That from and after that time no articled clerk, either to an attorney or a solicitor, or to a clerk in the Court of Chancery or Court of Exchequer, ought to be called to the bar until his articles shall either have expired or been cancelled for the space of two whole years, and stating that it was then ordered by the masters of the bench then present that the said resolution should be confirmed and adopted as the rule of that society in all future applications of such articled clerks to be called to the bar." We now find that, in conformity with certain stringent rules elsewhere adopted, the bench of the Middle Temple has ordered that for the future, "No attorney-at-law, solicitor, writer to the signet, or writer of the Scotch courts, proctor, notary, or parliamentary agent, or person acting as such; and no clerk of or to any barrister, conveyancer, special pleader, attorney, solicitor, writer to the signet, or writers of the Scotch Courts, proctor, notary, or Parliamentary agent, clerk in Chancery, or other officer in any court of law or equity, whether such clerk be articled or in the receipt of a salary, or of other remuneration for his services, shall be allowed to keep commons in the Hall of this Society available for the purposes of being called to the bar, whether such persons be already, or may hereafter become, a member of this society, until such person, being an attorney, shall have taken his name off the Rolls, nor until he and every other person above named or described shall have ceased to act or practise as such attorney, writer to the signet, or writer of the Scotch Courts, solicitor, proctor, notary, agent, or clerk, as aforesaid, saving always to any person or persons circumstanced as aforesaid, the benefit of any term or terms which he or they may have kept, in conformity with the orders of this society;" and that, henceforth, "no person already admitted, or who may hereafter be admitted, a member of this society, shall apply for or take out any certificate in pursuance of the statute 44 Geo. 3, c. 98, s. 14, without the special permission of this society, under pain of expulsion; and that such permission be in no case granted until the person applying for the same shall have kept such commons in the hall of this society as in pursuance of the order of the 16th day of July, 1762, are required to be kept as a qualification for the bar, and that such permission when granted, do endure only from the date thereof, but may be renewed annually, by order, upon petition."

CRIME IN ENGLAND.—Of the forty English counties there was a decrease of the commitments last year in twenty-three; in fifteen an increase; in two the numbers continued the same. In both North and South Wales there was an increase. All the great northern and midland manufacturing counties are comprehended in the decrease. In the great agricultural counties the decrease has been more partial; it extends in the eastern counties to Norfolk and Essex, while in Lincolnshire, Cambridge, and Suffolk, there was an increase. In the midland counties, Northampton, Oxford, and Berks, [illegible] a decrease; Bucks, an increase. Of the western counties, Wiltshire and Somersetshire, a decrease; Dorsetshire, an increase. In the three mining counties, Cornwall in the west and Durham and Northumberland in the north, there was an increase.

IRELAND.—THE STATE PROSECUTIONS.

Dublin, Wednesday, May 22.

This being the first day of Term, the Courts were opened with the usual formalities.

Mr. Justice Crampton sat in the morning, when the usual oaths were administered to several gentlemen, who were afterwards called to the bar. He then retired, and none of the members of the Courts made their appearance until a late hour, when Mr. Justice Burton entered the Court, and the county and city grand juries were sworn; upon which his Lordship made a very few observations to them upon the duties they had to discharge. When he had concluded, the Chief Justice and Mr. Justice Crampton took their seats upon the Bench.

The Attorney-General and several of the Crown Council were present, and also some of the traversers' counsel, and the Court was much crowded by the public, but few members of the bar, comparatively speaking, were present, in consequence of the lateness of the hour, now nearly half past four o'clock. Shortly after entering the Court, the Chief Justice stated that the Court would give judgment in the case of the *Queen* v. *O'Connell and Others* on Friday next.

It is generally supposed that the Court will unanimously refuse the motion for a new trial.

The following gentlemen were called to the bar after having been duly sworn:—

Denis Thomas O'Brien, esq. second son of Denis O'Brien, late of Fairfield, Galway, esq. deceased.

Richard George Sheil, esq. son of the right hon. R. Lalor Sheil, of Long Orchard, Tipperary, M.P.

Wm. O'Sullivan, jun. esq. eldest son of William O'Sullivan, of Carriganass Castle, Cork, esq.

William Cruise, esq. second son of William Piers Cruise, late of Fitzwilliam-street, in the city of Dublin, esq. Q.C. deceased.

Timothy Joseph Lane, esq. eldest son of Andrew Lane, late of Cloyne, Cork, esq. deceased.

Robert Buchanan, esq. eldest son of Robert Buchanan, late of Prospect, Mayo, esq. deceased.

Henry O'Neill Burke, esq. eldest son of John Burke, of Hollywell House, Mayo, esq.

Percy Whitestone, esq. eldest son of Luke White Whitestone, of North Frederick-street, in the city of Dublin, esq.

Richard Wellesley Bernard, esq. fourth son of Thomas Bernard, late of Castle Bernard, in the King's County, esq. deceased.

Michael Francis McO'Boy, esq. eldest son of David McO'Boy, of the city of Cork, esq.

CORRESPONDENCE.

COUNTY COURTS BILL.

TO THE EDITOR OF THE LAW TIMES.

SIR,—May I have the privilege of asking, through your valuable columns, whether the 75th section of the County Courts Bill for the present session is more palatable to the Profession than the 67th of the last session? Was the former calculated to effect greater injury upon us than the latter? I apprehend not; for I find that by the 4th section of the Bill of last session the proposed jurisdiction of the Court was to extend to 10*l.*; and by the 104th section, to be further extended to 15*l.* where the debt or damage, and the value of the goods claimed, did not exceed 15*l.*; and by the 43rd section of the Act of this session, jurisdiction, I perceive, is given to 15*l.* in the cases therein expressed, as printed in your No. 57, and which corresponds with the 4th section of last session; and I also find that the same munificent scale of fees, so liberally inserted as the reward for professional exertion in the 67th section of the Bill of last session, is repeated in the 75th of the Bill of this session. I say I presume the present Bill is more palatable than the former, or at all events that opposition to it sleeps, for your columns teemed with professional indignation when the former Bill was on the *tapis*, but as to the present, it seems to be passing by without note or comment. If the House of Commons would condescend to be informed by practical men, no Bill with such a clause as the 75th would be allowed to pass. Let them take the evidence of tradesmen and of attorneys, as to the operation of (for example) that unjust scale of fees laid down in trials before the sheriff, and let them candidly say what has been the effect of that measure. Has it not been that the tradesman has, to use a paradoxical expression, *gained a loss?* As an illustration of this, I was some time since employed to sue a baronet, who pleaded the Statute of Limitations. The cause was tried before the undersheriff. Being myself a witness for the purpose of proving certain correspondence, it was manifestly impossible for me to conduct the case. I therefore employed counsel. The fee I paid him was only 1*l.* 1*s.*; but the Master disallowed it, saying (as of course the fact was) he had no discretion. A brief also was prepared, but for the same reasons was disallowed. The undersheriff's and bailiff's fees, also, amounting to 1*l.* 18*s.* charged to and which were paid by me, were only allowed at 1*l.* 9*s.*

Great difficulty existed in effecting a service, and three writs were issued. I paid a bailiff 1*l.* 8*s.* endeavouring to effect a service and making appointments for a distringas; and which really was, as I thought, a very moderate remuneration for his trouble (as he had to walk twenty miles to and fro several times for the purpose). Of this 28*s.*, 9*s.* only was allowed; so that although my client succeeded in his cause, and notwithstanding I made no charge whatever against him (except the actual disbursements not allowed), he practically received no benefit from his verdict. Such must ever be the effect of an inadequate scale of fees. It is absurd to suppose that the attorney will be the only sufferer, for his client must suffer also in such cases. In the above case, for considerable labour, I obtained comparatively no remuneration; for my brief ran to thirteen sheets, and for which, although there were seven witnesses, I was only allowed 13*s.* 4*d.* as for "minutes of evidence." Supposing an attorney employed under the proposed 75th clause, what would he do, as a conscientious man? He would say to his client, I must see your witnesses, and take down their statement in writing, before I can tell you whether you can substantiate your claim or make good your case. I will suppose him to do so; if it be a case "of breach of express or implied agreement, or claim to recover the possession or value of any goods or chattels unlawfully taken or kept from him," the nicest legal questions might arise, and oftentimes difficulties would occur, when the attorney would not feel justified in himself determining the effect of, upon the evidence he had taken. He would therefore say to his client, I must prepare a case, and submit the facts for the opinion of counsel; and for all this labour, as well as conducting the cause to an issue and determination, the attorney would receive from 10*s.* to 15*s.* as the case might be. But in what position would be the unfortunate client, supposing the attorney, from a desire to serve him as an old client, or for promoting or effecting justice (although at the expense of his own toil, and which I know to be often done), was willing as far as his personal labour was concerned to be remunerated at the rate of 10*s.* or 15*s.* if he (the client) had to pay for counsel's fees, and for the attorney's agent's charges? These must of necessity be paid by the client. The answer, therefore, is plain; the client would be a loser. This I do say would be an injustice, and a great one too. Laws for the enforcement of obligations should be based upon this principle, that the proved wrong-doer should bear the burden and expense of the wrong inflicted. Costs should be in the discretion of the Taxing Master to determine, upon a review of the business performed (taking into consideration the necessity for its adoption), what was a fair remuneration for the labour and skill employed. No costs at all should be inflicted upon the party who carried his case to a successful issue. The consequence of the practical operation of the opposite principle is not so much the cost of going to law, as the well-known fact, that the gainer of his cause is often a considerable loser; and it is by the operation of this principle that many men prefer sustaining a loss, or submitting to a vexatious wrong, to seeking legal redress in our law courts. The "labourer is surely worthy of his hire," and is it right of the Legislature to say—for the privilege of practising your profession, we shall, for the protection of the public (your employers), throw around you many restrictions and heavy responsibilities? We shall impose upon you a certain amount of stamp-duty, to enable you to enter your profession, and we shall inflict upon you a heavy annual payment so long as you continue in it; but, although we have done this, except by leave of the judge, you shall not be entitled to argue any question as counsel or advocate in the cause; and if as an attorney with such permission you do act for any other person, you shall only have and be entitled to recover therefor,

Where the debt or damage claimed do not exceed 40*s.*	0
Where it does not exceed 5*l.*	10*s.*
Where it exceeds 5*l.* or in other cases within the summary jurisdiction of this Court	15*s.*

I think the profession will re-echo the answer—this is not right! it is great injustice! If this, then, be your feeling, why do you not struggle against this wrong, and by one united and persevering effort get this 75th clause struck from the proposed Bill, and one substituted in its stead, which, without injuring

you, will be beneficial to, and approved of by, the public? We know Lord Brougham is no friend of ours—we know the tendency of all his reforms has been to starve the attorneys; and in Lord Campbell, I apprehend, we have quite as little confidence: for we have not forgotten the observations he made on the second reading of the Bill for the Conveyance of Real Property, when, in referring to the abolition of the lease for a year, he said (and which was a gross libel upon the Profession), "He knew the author of that Act was not in good odour *with certain* members of the Profession, for he had thereby struck a guinea from their bills for preparing the conveyance. His noble and learned friend said that IGNORANT and UNLEARNED persons would fill up this form, BUT IT HAD BEEN FRAMED FOR THAT PURPOSE [hear! from the Lord Chancellor], although he should have no objection, THOUGH CERTAINLY NOT FOR THEIR SAKES, to provide that they should only be prepared by an attorney or conveyancer." We must look to ourselves: let a deputation attend in London and have a communication with official personages, or if that be not expedient, and if it be better (as proposed by Mr. G. E. Williams, of this place) that the clause should be battled in committee, let funds be provided for that purpose: my mite shall be forthcoming, and several professional gentlemen here would also subscribe for the same purpose. The York Law Society has moved, so has the Hull. The country practitioners anxiously look to the Manchester Law Society, and it is hoped they will take the lead and make known their views through your columns; if they did so, we should all know how best to co-operate in carrying out one uniform and consistent plan of operations for our mutual protection, as well as for the safety and protection of our clients.

I am, Sir, your obedient servant,

HENRY STILLS.

Cheltenham, May 17th, 1844.

GRAND JURIES.

TO THE EDITOR OF THE LAW TIMES.

SIR,—The circulation of the queries of the Criminal Law Commissioners on the subject of criminal procedure, seems to have awakened the Profession to the existence of some defects as well as excrescences in the system, which, but for the hope thus held out of the possibility of their removal, might have been permitted to exist for years to come. From a desire that the favourable moment should not be lost by our apathy, I am induced to call the attention of your readers to the grand jury system, with a view to the full discussion in your columns of its merits and demerits.

My attention has been turned to the subject by a late case at our assizes, in which I was employed for the prosecution.

A man had been committed for trial for a capital offence. The evidence against him was so clear, that I have at this moment no doubt of his guilt. The grand jury, however, *ignored* the bill,—on what grounds I am unable to conjecture. That they acted conscientiously, it would be idle to doubt; that justice was defeated, I have also no doubt. Where then is the defect?

I think it may be in the fact that there is no one present on behalf of the prosecution to set the evidence fully before the grand jury, who have not even access to the depositions taken before the committing magistrate. When it is considered that the gentlemen of the grand jury are not lawyers, and that witnesses are often timid, ignorant, or unwilling, is it surprising that the grand jury sometimes fail to get a clear insight into the case, and so cannot *upon their oath* present the party *to have committed* the crime? A witness too may have been tampered with; he may vary his testimony from that of his written deposition. The grand jury have no means of discovering the falsehood; they meet with an unexplained inconsistency in the evidence, and the bill is *ignored*. Had the case gone to trial, the variance would have been detected immediately; but who is to discover the falsehood when the jurors are sworn to secrecy, the written depositions are wanting, and each witness is examined apart from the rest?

I think then it will be admitted that the grand jury system is defective; and I would suggest as a remedy that the attorney for the prosecution should be allowed to be present and conduct the case, and that the jury should be furnished with a copy of the depositions.

But a broader question remains,—whether the grand jury system may not with advantage be abolished altogether? I had rather raise the question for others of your readers to discuss, than attempt to settle it myself; but I would venture to give it as my opinion, that after the sifting which a case undergoes before the committing magistrate, assisted by a legal adviser, the evidence being reduced to writing, and the accused party being present and allowed to cross-examine the witnesses, any further preparatory examination is superfluous, even with the improvements I have suggested, and, *without* them, more likely to defeat than to further the ends of justice.

I have said nothing of the expense that would be saved to the county and to individuals by abolishing the old system, because I think that ought to be a secondary consideration; but if nothing can be said in favour of the continuance of that system, then the pecuniary consideration may be fairly urged as a sufficient reason for the abolition. The sum so saved might be applied to the introduction of other approved measures connected with criminal procedure; as, the appointment of stipendiary chairmen to our Courts of Quarter Sessions—of crown prosecutors—and (I would hope) of counsel for prisoners.

I am, Sir, your obedient servant,

WILLIAM GILES, Jun.

Frome, May 20, 1844.

CAPITAL PUNISHMENT.

TO THE EDITOR OF THE LAW TIMES.

SIR,—This is a subject of world-wide importance. I have bestowed some thought upon it, and have formed a strong opinion concerning it; I therefore deem it prudent to pen a few observations in reply to the letter which appeared in your supplement of the 4th inst. signed, "Wm. Giles, jun."

I was not aware that the advocates for abolishing capital punishments were treated with indifference; for, judging from the manifestations of feeling which I have myself witnessed both in public and private, as well as from other circumstances, I was led to believe those gentlemen had enlisted the sympathies of many intelligent people on their side, and that their principles were gaining favour in proportion to their becoming known. It is true that, in the prosecution of their benevolent labours, they have been dubbed "speculative philanthropists," and, in the same breath, have been informed, with profound assurance, that the practical good sense of the public was treating their efforts with disregard; but there is nothing disheartening in this, for the practical grows out of the speculative, and all the best reforms, whether in the political or scientific world, were conceived, brought forth, and cherished into permanent existence by "speculative" men. As to the public disregard, I suspect those who arrogate to themselves the privilege of representing such a feeling in this matter have about as much authority for so doing as the nine tailors who petitioned the House of Commons had to introduce themselves as "We, the people of England." The truth is, in surveying the megacosm or great world without us, we must look through the microcosm or little world within us: and as the atmospheric medium of the latter is more or less hazy, our view of the former is more or less distinct, and the reflex of it upon our mental retina is all the more or less faithful. Looking at the tardiness of men in prosecuting for capital crimes—the unwillingness of juries to convict—the reluctance of judges to condemn—and the palpitating hesitancy of the executive to carry out the condemnation,—I have no hesitation in saying, he who sees disregard in the features of society with reference to abolishing the punishment of death, looks through a prejudice-dimmed medium indeed.

Sir James Mackintosh laid down another maxim besides that quoted by Mr. Giles. It was that "the proper regulator of punishment is the sympathy of mankind." Does mankind sympathize with capital punishments? I think not, but that there is a growing abhorrence to them throughout the civilized world. It was owing to this that Austria reduced its list of capital crimes to two; that France, under the Code de Napoleon, reduced its list to six, and since then to a smaller number; that America has almost superseded the gallows by the penitentiary system; that Tuscany has practically discontinued capital punishments: that Belgium has abolished them altogether; and that we ourselves have, since Sir James Mackintosh's time, reduced our blood-calendar from two hundred to ten.

Mr. Giles says they who advocate the abolition of capital punishment on the ground of its being inexpedient, should shew its inexpediency. I think the *onus* lies on the shoulders of their opponents, because they ought to have strong grounds for wishing human butchery to continue; but, notwithstanding that, I have abundant proof at hand that this punishment is inexpedient, and I will now shew forth one which appears, to my thinking, rather a strong one—I say, then, that the exhibition of an execution has a tendency to brutalize the human mind, and to excite into injurious activity the worst passions of our nature; and that, where executions are most frequent, murders and other heinous crimes are most abundant, and *vice versâ*. Look at Belgium, for instance. In the four years ending in 1804, there were 235 executions, 150 murders, and 203 other capital offences. Thenceforward the Belgian government gradually diminished the list of capital crimes, and, in the four years ending in 1829, there were, consequently, only 22 executions, 34 murders, and 40 other capital offences. Then the government abolished the punishment of death, and in the succeeding four years there were only 20 murders, and 23 other heinous offences. These facts appear in the official returns of the Belgian Chamber of Deputies: I leave them to speak for themselves.

A word or two as to the religious obligation to continue capital punishment. I deny that obligation altogether. The patriarchal law, "He that sheddeth man's blood, by man shall his blood be shed," was pronounced before Moses' time, and it was in existence when that great reformer slew an Egyptian and "hid the body in the sands." Was Moses' blood shed for his? No: we are told he afterwards became the favoured high-priest of God, who is said to have honoured him with his personal presence. But Moses afterwards pronounced another law, corroborative of the patriarchal one—"Moreover ye shall take no satisfaction for the life of a murderer, who is guilty of death, but he shall assuredly be put to death," &c. Therefore, it is said, we are bound in obedience to Scripture to put murderers to death. I beg to ask, why we feel ourselves bound by this law and not by other Mosaic laws which were pronounced with equal solemnity? "If a man have a stubborn and rebellious son, which will not obey the voice of his father, or the voice of his mother, and that, when they have chastened him, will not hearken unto them; then shall his father and his mother lay hold on him, and bring him out unto the elders of his city, and unto the gate of his place, and they shall say 'This our son is stubborn and rebellious, he will not obey our voice; he is a glutton and a drunkard:' and all the men of his city shall stone him with stones that he die. So shall you put away evil from among you." Again: "Thou shalt not suffer a witch to live." Now, I call on those who uphold capital punishment by the Mosaic law to be consistent. I call on them to bring in a Bill for extending the punishment to stubborn children and witches. If they will not do this—if they will recoil with horror from the butchery of their wayward offspring—if they will start appalled when Zachary Gray, the editor of *Hudibras*, tells them in England alone, during the Long Parliament, four thousand of our countrymen and women were slaughtered for witchcraft—when they read in Barrington's *Observations on the Statute of Henry V.* that, altogether, thirty thousand of our countrymen and women met a similar fate for the same imaginary offence; and when they read in the *Foreign Quarterly Review* that, in Germany alone, one hundred thousand of our fellow-creatures have answered the charge of witchcraft with their lives—if, I say, these barbarous atrocities horrify and appal them, let them say no more about the Mosaic law against murder, for those against stubborn children and witches are as binding as that, and they cannot be allowed to pick and choose which they will obey and which resist.

But Mr. Giles says, Christianity sanctions capital punishment, and quotes a somewhat equivocal passage from St. Paul to prove it. To my thinking, the gentle spirit of the divine man of Judea was so diametrically opposed to the barbarities of bloodshed, judicial or otherwise, that had he never expressed, by word or deed, an opinion on the subject, we should have abundant reason for knowing how he regarded it. What said he to the scribes and pharisees who brought to him the woman taken in adultery, a crime which, according to the Mosaic law, was capital? "Let the law be fulfilled! away with her and stone her till she die!"? No, quite the contrary of that—"He that is without sin among you, let him cast a stone at her!"

One word more before leaving this part of the subject. I conscientiously think a religious man should be the last to vindicate the punishment of death; the Mosaic law and all the stray *dicta* which may be scattered amongst the apostolic records to the contrary notwithstanding. We are taught to believe in an eternal hell, where the souls of dead men, who have passed the probationary term of life in disaccordance with the Christian creed, will be kept in dreadful torment for ever. By what authority dare we cut short the repenting season of a sinful fellow-being, and so jeopardize his eternal happiness? Oh, but it is answered, our holy church sends her chaplains to the condemned cell—they read our sacred Bible to the doomed prisoner—they pray with and exhort him to repentance—and they strive to make the scaffold an entrance-gate to paradise and heaven. Now, mark this! The good endeavour of the chaplains is either successful or unsuccessful. If unsuccessful, the culprit dies in his sins; and what a terrible injustice are we guilty of, who, for a finite offence, consign him to an infinite punishment! If successful, the culprit becomes a reformed man, purified from sin, fitted to reign for ever amidst the spirits of the just made perfect. *Why, then, should we put him to an ignominious death?* If fit to reign in heaven, a companion for saints, is he not fit to dwell on this poor earth of ours a companion for his fellow-men? This is an argument which I put with triumphant confidence before religious advocates of the punishment of death.

I shall say no more, except that I am glad you, as the organ of the Profession, have so emphatically stated your disapprobation of judicial slaughter, and that I trust your sentiments will be echoed, sooner or later, by the whole body of your numerous readers.

I am, Sir, your very obedient servant,

EDW. FRAS. SLACK.

Chippenham, Wilts, May 7th, 1844.

THE CENTRAL CRIMINAL COURT.

TO THE EDITOR OF THE LAW TIMES.

SIR,—The delay of my newsman in not delivering my copy of the LAW TIMES until this morning, has prevented my noticing sooner your quotation of an imperfect report of a case at the Central Criminal Court from the *Times*, unaccompanied by the correction which appeared in a subsequent number of that paper. Feeling that you would not only not work an injury to a professional brother undeservedly, but would rather rejoice at his escape from any imputation of impropriety, I now trouble you with the facts which do not appear in your journal. I attended the examination of Mary Ann Goblyns and Mary Pettigrew, at the request of the daughter of the former, who had authority from her mother to do every thing necessary for the defence of herself and mother, the latter prisoner. I appeared on the trial also, on the instructions of the daughter. The person who alleged that he had authority to act on behalf of the prisoners not only had none, but was expressly forbid to interfere by the daughter, who called at his employer's office to intimate her disapproval of his conduct, in endeavouring to force his services on her. No gentleman was ever retained by the daughter's consent but myself, nor do I believe, from her information, that the clerk above alluded to at any time had the means of retaining another. Receiving a brief *to defend a prisoner* without the intervention of an attorney is, I am told, perfectly regular. With regard to the mention of Mr. Wilkins' name by Mary Goblyns (not both prisoners), this was in pursuance of a whisper of the clerk to the unfortunate prisoner, when probably scarcely knowing what she said, as she had spoken to me at the police court.

And now, Sir, in conclusion, allow me to remark, that no one practising at the Central Criminal Court has done more to put an end to various unfair practices in it at a heavy sacrifice, involving perhaps a little reputation, from the hostility excited by my endeavours, than myself. I can appeal to proofs to support this assertion. If a *fair* and *equitable* system were adopted to regulate the practice, it would improve; but this is impossible while every exertion is made to confine the business within certain channels. Every member of the Bar who has attended this Court will understand my allusion.

I remain, Sir, yours very obediently,

S. C. HORRY.

Temple Chambers, Chancery-lane,
May 22, 1844.

COUNTY COURTS BILL.

TO THE EDITOR OF THE LAW TIMES.

SIR,—The supporters of the 75th clause should answer the following question:—Are attorneys useless and injurious to the community, or are they not? If they are, why allow them to exist, or why appoint them as judges? If they are, although they have a station in society, and a character to lose, of what class will be those "agents" who are to prowl about the County Courts, conscious that they are looked down upon by all, and therefore most ready to act according to the bad character they already possess, rightly or wrongly? You know the proverb, "Give a dog," &c. If they are not, why should the poor man—he who claims or is called upon to pay a less sum than 15*l*., as much to him as 1,500*l*. or 15,000*l*. to Sir James Graham—be deprived of that assistance which Sir James himself would be eager enough to employ for himself? I leave them in the horns of this dilemma; and that the County Courts Bill may not pass until they have extricated themselves, is the earnest wish of

Your obedient servant,

A SUBSCRIBER.

To Readers and Correspondents.

The report of the case of Selby *v.* Browne, *Queen's Bench, May 8th, given in the* LAW TIMES, *page* 101, *is, in some particulars, incorrect. The action was debt for* use and occupation (*and not on a demise, as stated*); *and, instead of the rule being* discharged with costs, *it was made* absolute, and the judgment was set aside with costs.

We should feel much obliged if any of our readers could inform us of the present residence of a Mr. James, who lately lived at St. Leonard's, in Sussex, and who is, or calls himself, the proprietor of a publication named The Pianista.

JUNIOR.—*We have quite forgotten the subject of his communication, which has been lost.*

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THE LAW TIMES.

SATURDAY, MAY 25, 1844.

THE APPENDIX.

THE first part of the Appendix announced last week will be published on Monday next. It will contain—

I. Analysis of the Criminal Returns of the last Year.
II. The last Report of the Tithe Commissioners.
III. Criminal Statistics of the Metropolis.
IV. Lord Brougham's Speech on the Introduction of the Bill Codifying the Criminal Law.
V. The commencement of the Criminal Law Consolidation Bill.

Perhaps it is necessary to repeat, that the purpose of this Appendix is to give to the Profession the documents relating to the law, whose length forbids their insertion in the miscellaneous columns of the LAW TIMES. As the APPENDIX will be separately paged and indexed, to be bound with the volumes or otherwise at pleasure, it will be entirely at the option of the subscribers to the LAW TIMES whether they will take it.

It is on the presumption that its contents may interest only a portion of our readers that the price is *named* at One Shilling for the part of sixteen pages, containing no advertisements. But we desire it to be expressly understood, that this charge will be reduced to *ninepence* should there be a sufficient number of purchasers to defray the expenses, the reader being aware, we presume, that it costs very nearly as much to print 500 as 1000 copies; and that, therefore, the price must be regulated by the extent of sale. As this Appendix is designed merely for the accommodation of a portion of our subscribers, to supply them in a cheap form, convenient for preservation and reference, with valuable documents they cannot otherwise procure without much difficulty, it will be sufficient if the price and the sale secure the Publisher from loss: the one, therefore, must be regulated by the other.

Those who purpose taking the Appendix should send their orders immediately, as only a limited number of copies have been printed.

THE VERULAM SOCIETY.

The arrangements are completed, and the first number of the PRACTICAL REPORTS is passing through the press. It will consist entirely of BITTLESTONE'S and SYMONS'S Reports of MAGISTRATES' CASES of the last Term. The PRACTICE CASES and the REAL PROPERTY CASES will date from the beginning of the present Term.

The purpose of this publication is to supply the Profession with full and authentic reports of the cases most required in practice, and which they can now only procure by purchasing the costly reports in which they appear, *rari nantes in gurgite vasto*, and in a compass convenient for carriage which is almost as important to the practitioner as cheapness.

For instance; at present, to procure the Magistrates' Cases (which almost every common-law Barrister and every country attorney *must* possess), the Law Journal must be taken at an expense of 4*l*. per annum: to obtain the Practice Cases, equally essential to the practitioner, either all the reports must be taken at a cost of some 10*l*. per annum, or *Dowling*, at a cost of 2*l*. per annum. To procure the Real Property Cases, so necessary to every solicitor who has any conveyancing business, (and who has not?) he must take the five Equity Reports at a cost of some 8*l*. per annum; and to obtain the no less needful Crown Cases and Nisi Prius Reports, there is no help for it but to buy Carrington and Kirwan at 12s. for each part: making a total cost of about 20*l*. per annum, besides lumbering the library with a huge mass of cases he does not want, to procure the few he does require.

The design of the PRACTICAL REPORTS of the VERULAM SOCIETY, is to remedy this grievous inconvenience, and to give to the Profession, at a cost of some 10s. or 12s. per annum, and in the compass of one convenient volume, those cases, and only those, which are most required in practice, and which they can now only obtain at a cost of 20*l*. per annum, and buried among a load of uninteresting reports to which they have seldom or never need to refer; and further, that they may be enabled to carry the cases they will want in the Courts in their coat-pockets, instead of being, as now, compelled to choose between a citation from memory or the loan of a van to take them to the assizes, sessions, or magistrates' meetings.

Should this first adventure of the Society be found to give satisfaction and receive support, it is probable that the grand and ultimate scheme of a complete report of all the cases in all the Courts, at like trifling cost, may be attempted; but this undertaking would be too large until our numbers shall have quadrupled.

It has been determined that, after Midsummer, when the first risk has been incurred, the entrance-fee shall be increased to One Guinea. The members should make this known to their friends who hesitate and wait to see if it will succeed before they join—a class of whom, we hear, there are some hundreds.

Only members are needed now to enable the plan to be carried out in its entirety. The numbers at present enrolled are 378. Six hundred will enable us to continue the reports without loss. One thousand will justify the publication of the complete reports of all the Courts. Fifteen hundred will permit us to undertake some of the more costly of the text-books announced in the prospectus.

It will be hard indeed if a Profession, comprising nearly 20,000 members, should not yield 1,500 supporters of a design admitted by all to be so desirable, and the benefits of which themselves will reap.

THE COUNTY COURTS BILL.

To bring justice to every man's door are words of high promise—flattering claptraps wherewith to catch the unwary—and, accordingly, session after session, have Bills been brought into Parliament under the various titles of Local Courts Bills and County Courts Bills, and session after session have they met the fate they deserved, till at length a Government, priding itself on its strength, has brought forward one which, unless vigorous resistance be offered to it, will pass, under its auspices, into a law. The present County Courts Bill, no less than its predecessors, has been framed in ignorance of human nature, and [illegible] contempt

of the recorded evils of cheap litigation, and the express opinions of the Common-Law Commissioners. An examination of the Bill will shew most clearly its false principles and defective details. It may, indeed, be called a Bill for the promotion of quarrelling, the establishment and protection of pettifoggers, the dissemination of cheap injustice, the encouragement of perjury, and the unlimited increase of debtors' prisons, and—snug places for ministerial *protégés*. With our blood still boiling at the injustice and systematic plunder effected by the Chancery compensation job, we look with dismay at the powers given by secs. 1, 2, 3, to the Government to establish new courts, when, where, and in what number they please—each with its staff of judge or judges, treasurer, clerk, and bailiffs, and the cheap appurtenances of a court-house and prison for the victims of the new system of imprisonment for debt; and should the fee fund be insufficient for these expenses, the Consolidated Fund—the John Bull of the inn-sign—will pay for all.

Can such a proposition be tolerated, when the courts of the Quarter Sessions present a ready organized machinery, which but a very slight modification might fit for carrying into effect all that is desirable, in perfect harmony with the other parts of our system of jurisprudence? And care has been taken that these places shall be worth having. The clerks (sec. 11) are to have the sole monopoly of issuing all summonses, with warrants, precepts, and writs of execution, contrary to the existing practice in every other court of the land, and will thus have every facility for exacting irregular fees, which, after being hallowed by a few years' usage, will, according to existing practice, entitle them to compensation. The bailiffs, too, are to have the same monopoly in the service as the clerks in the issuing of the writs, &c. (secs. 15, 68). These clauses are merely the application of the false and pernicious principle of the 75th section. This clause alone nullifies every good point in the Bill, and envenoms every bad one with tenfold poison. The Common-law Commissioners, after collecting a mass of opinions upon the subject, gave it as their deliberate judgment, "that even where the demand does not exceed 5*l*. in amount, professional aid ought not to be excluded."(*a*) In France, at the commencement of the revolution, it was tried, as our conservative Government would fain try, to deprive the suitor of legal assistance, and instantly there sprang into existence a swarm of the vilest and most worthless practitioners, who, without character to lose or station to support, plundered and duped all who from weakness or want of confidence in themselves employed them as agents. In Ireland, the warrants of the Manor Courts are only signed by the presiding officer. Mr. O'Connell, on such a subject the most authoritative witness, after speaking of the murders and acts of violence committed in the execution of the decrees of those courts, in consequence of the frequent injustice perpetrated by them, added, "there is something more in the Civil Bill decree, for the sheriff must sign that decree, and there is an attorney upon it, who, though Civil Bill attorneys do not rank so high as the others, yet he has a character to lose, and will be cautious."(*b*)

But we will pursue this subject a little more at length. By sec. 59, no evidence is to be given by the plaintiff, except of such demand or cause of action as shall be named in the summons. So that in fact the plaintiff is to draw his own declaration. And who are these plaintiffs? Poor men—ignorant men, women, and any child old enough to earn wages (sec. 49)! What the causes of action? Any debt or damage arising out of any express or implied agreement, or claim to recover possession or value of any goods or chattels unlawfully taken or kept, and where the debt or damage or value of the goods claimed is not more than 15*l*. This is indeed a monstrous application of the pleasant fiction, that all men are acquainted with the whole statute and common law of England, even more familiarly than with the alphabet.

But let us go one step further. Not only must they know how to state their claim legally, but they must know all the rules of evidence—must issue the subpœnas—must understand the true meaning of the multitudinous rules of Court which are to be framed by three judges of the County Courts; and, for any case not expressly provided for therein, the general principles of practice in the superior courts of common law, that they may argue and dispute with the judges, "who are to adopt and apply these principles at their discretion." Then, again, imagine the scenes at the trial: the barrister or the attorney, who has been rewarded for electioneering services with a judgeship, sits enthroned amid his bailiffs and dependents, and in the absence of any Bar to control his passions or inform his ignorance, revels in the enjoyment of unrestrained power, and favours or annoys according to the temper of the moment, and the station, age, sex, and character of the suitor; and in this court of *cheap* justice should we see him—

> ". . . . like an angry ape,
> Play such fantastic tricks before high Heaven
> As make the angels weep."

Then, indeed, the suitor, with the fear of a committal for contempt, or being saddled with such costs as the judge might think proper, would bitterly rue the boon of cheap injustice, nor like it the better because it was close to his own door. A moment's reflection upon human nature will convince every one that this picture would not be found to be overdrawn. Let it be remembered, too, that the courts are to sit at least once a month (sec. 42); and what barrister in good practice would accept such a post? and who, feeling his own incompetency, or loving indolence, would be induced to open his court to those who were both able and willing to prove him wrong? But this abuse of power is rendered still more probable, nay inevitable, by sec. 9, which allows an attorney-judge to practise at the same time as a solicitor and conveyancer. The country squire, the wealthy landlord, the actual or prospective client in Chancery, are thus invited to bribe the County Courts Judge to favouritism, and the poor man deprived of what has long been England's pride, a tribunal, not only independent, but above the reach even of suspicion. Is justice to be measured by the amount of the sum in dispute? The establishment of such tribunals as these will be the downfal of our national character, since uprightness and honour cannot exist where the court of justice are changed into an arena for the undisturbed display of political partisanship, or interested and time-serving motives. We will only suggest what a wide field will be opened to a new system of electioneering tactics, by compulsory personal attendance.

But mark the further injustice of this enactment upon the poor man. The rich can and will employ the attorney or counsel to advise him *out* of court; the poor man, however just his claim or defence, cannot do so, because even success will leave him a loser. What engines of oppression may these courts thus become! And of all oppression, that under the guise of justice is the most willingly adopted, and most pernicious to the community. This, however, is not the only portion of the Act calculated to injure the poor and offer a premium to the rich. By sec. 18, all fees are in the first place to be paid by the plaintiff: he must deposit 5 per cent. of his claim for the fee fund, and if he claim a jury he must make a still further deposit; he must, as it appears by sec. 68, employ a bailiff of the court to summon the witnesses and pay his fees in advance, and this must be done in utter uncertainty how much costs the judge in his discretion, under sec. 71, may award to him in case of success. Look at his position as defendant. He may well be summoned in two places at one and the same time. How can he appear in both places? It is true, by sec. 62, he may appear by an agent, not an attorney, but by sec. 75 and sec. 62, it appears that that agent can in no case be entitled to any remuneration. He may not have any friend who can appear for him, and of what avail then is sec. 64, which empowers the judge to give time? He cannot even make the clerk his agent to excuse his absence (sec. 13); and, we presume, it is not intended that he should enter into a correspondence with the judge; and consequently he is at the mercy of any rogue or enemy that with or without a claim may be willing to pursue this course. The clever rogue would, especially where a debt had once existed, secure himself against any perjury with the greatest ease, and obtain judgment by default, and issue execution forthwith. But perhaps this is provided against? It is, in a way most satisfactory to the persecuted defendant—upon paying the costs of the first trial, and giving security for the costs of the second, he may have a new trial, if the judge shall think fit. (Sec. 63.) What is this but a premium to fraud and oppression? But there is still another clause added for this kind purpose. The 73rd sec. which gives an appeal to the superior courts, excludes it *after execution levied.* Nor is this all. The jurisdiction is so wide, that in numerous instances this double citation may occur, even without any scheme; for he may be summoned in any court, for "any district in which the cause of action shall have arisen, or in which the defendant shall dwell or carry on his business at the time of the action brought, or shall have dwelt or carried on his business *at some time* within six calendar months next before the time of the action brought." Words accurate and clear!—"*shall have dwelt or carried on his business at some time.*" Did the framers of this Act ever refer to the numerous questions upon the London Court of Requests Act, as to "residence" and "seeking a livelihood?"

We will now consider a moment the position of the rich man under this Act. Are the peers and country gentlemen who "dwell" in town, or at some fashionable watering-place for the season, aware, that by virtue of this clause they may be summoned from one end of England to the other for any real or fictitious claim, and must appear in person, or by some agent, not an attorney, at the risk of judgment by default? Are they aware how easy service may be sworn to without their ever having heard any thing about it? That delivery of the summonses to "any servant or inmate at their usual place of abode," would suffice, without any explanation given at the time, and even if they are absent from home? Do merchants know this? Do those at whose "place of trading or dealing," twenty, thirty, or forty persons live, know that service on any one of these would suffice? Do lodging-house keepers know that they are at the mercy of their lodgers? Surely not; else no one would be anxious to save the County Courts Bill from its merited condemnation.

Again, what will the occupiers of tenements at 8*s*. a week (20*l*. a year) say to the power given to their landlords to proceed under this Act for the purpose of ejecting them at the close of their tenancy? And here we cannot but remark that a distinct power is given in sec. 103 to *the agent* of the landlord to enter the plaints. Is not this one law for the poor and another for the rich? The County Courts Bill will be a firebrand in every town and hamlet throughout the country; multiply unjust claims; legalize, and therefore in the eyes of numbers justify, a law-suit for the merest trifle, and the persecution of the smallest debtor. Every ill feeling between the parties will be embittered by their personal contact in the proceedings, and appearance as witnesses in their own cause, with their wives to support them, and bandy sweet words with feminine grace and volubility. The numerous instances of unjust claims or defences being successful will produce a baneful habit of suspicion. No man will be safe who pays even the smallest debt without taking a receipt or having a witness. Perjury will grow up as the favourite of the law. The County Courts will be rogues' paradise. Athens was demoralized by the spirit of never-ceasing litigation; and of the Civil Bill Courts' system in Ireland, in some respects less objectionable than the County Courts, for attorneys of some kind are allowed, Mr. O'Connell said, "I am, in my conscience, thoroughly convinced that if a society were instituted to discourage virtue and countenance vice, it would have been ingenious indeed, if it had discovered such a system as the Assistant Barristers' Court." (*a*) And is this what the country needs in the name of Law Reform? Yet, remember, that let the County Courts Bill pass, and every other plan of amendment will be weighed to the ground by the incubus of County Courts compensation.

Many of the evils with which this Bill is pregnant would be prevented or greatly lessened by the 75th section being struck out; but there are yet other and weighty objections to it. The enormous power in the hands of the judge, the virtual abolition of juries in suits for sums less than 5*l*., the substitution of a jury of five whose verdict is to be that of the majority, the re-establishment of the general issue system, are essential faults in the principles of the Bill. There are also numerous defects in the details, of which we will point out a few.

Secs. 2 and 3 empower her Majesty in Council to alter the local extent of the jurisdiction of each court as often as it may be thought fit—so that creditors must be always perusing the *London Gazette*, to ascertain whether they can sue in the local or in the superior court. Moreover, by sec. 42, no other notice is required of any alteration in the time

(*a*) See 5th Report.
(*b*) Report of Committee on Ireland, 1826, pp. 55, 57.

(*a*) First Report of Select Com. on Ireland, 1825, p. 57.

of holding the court than a notice put up in some conspicuous part of the court-house and in the clerk's office; and no period is fixed for giving such notice.

The regulations as to service of the summons have already been commented upon, and cannot be too much reprobated. We will only here remark that summonses to witnesses may be served either *personally or by being left at the usual place of abode;* but payment or tender of the expenses must be made at the same time (sec. 69); the meaning of which we leave to the framers of the Bill to explain —if they can. Perhaps, as we are no longer to be indulged with professional learning, it will be discovered that, under the new system, tender to any inmate of the witness's house will suffice; and should any audacious wight suggest that the laws of England and common sense are outraged, he will receive for reply—*Nous avons changé tout cela.*

In sec. 68 it is said, these summonses are to be served "by one of the bailiffs of the court;" and as sec. 47 provides for service out of the jurisdiction of one County Court but within that of another, we understand this is to be compulsory. We should therefore like to know how service is to be effected in districts not blessed with a County Court, which, as this Act is only to be applied by degrees, will frequently be necessary. It is not provided for by sec. 47, or at least if it be, there will be this monstrous anomaly, that an officer of a court will act as such officer out of the jurisdiction of the court to which he belongs.

Sec. 72 secures the finality of the judge's decisions by a curious method, for it enacts, that the judge may, upon application to him at the next court after the trial *or otherwise*, order a new trial upon such terms as he may think fit. This—like the *et cetera* oath — may mean any thing and every thing. The habitual carelessness with which Acts of Parliament are drawn, may be illustrated by comparison of sections 98 and 110, with reference to certificates as to costs. The former requires the judge to certify in court, the latter mentions no time or place for the certificate to be given. Why this want of uniformity? Both, however, agree in omitting all provisions as to costs in cases of judgment on demurrer; and both omit to provide for cases tried before the sheriff; for it is a well-known rule that the word judge only means a judge of the superior court. Surely it would not have been too much to expect a Bill of this kind to have been drawn with some knowledge of the decisions on similar statutes.

We hasten to the conclusion of this notice of a most pernicious measure, by announcing that the "sum totle of the whole," the ultimate result of this "Cheap Law Delivery Bill," will be to fill the prisons, old and new, throughout the country, to overflowing with unhappy debtors. Is it credible, that in the year of grace eighteen hundred and forty-four a law can be passed not only authorizing imprisonment for the smallest sums, but enacting that the term of imprisonment shall in no case be less than twenty days? Twenty days' imprisonment for a debt of one shilling, or one penny!!

We give the clause *verbatim*:—

"No person shall remain in custody under any warrant against the body issued under this Act, longer than twenty days for any sum not greater than twenty shillings; or longer than one day for every entire shilling contained in the sum mentioned in the warrant, when such sum is greater than twenty shillings; and the term of imprisonment shall be in each case determined by the judge, not being in any case less than twenty days, and shall be expressed in the warrant."

So that, for fifteen pounds and costs, the term of imprisonment would probably be twelve months.

What joyful news to all who love persecution! Give credit to a poor man for a few shillings, choose your opportunity, summon him, obtain judgment, and glut your evil passions by consigning him to a gaol for twenty days! Such is, in fact, the Christian doctrine of Sir James Graham's County Courts Bill. If any body can doubt that it would be readily put into practice, we refer them to the return presented to the House of Commons in 1836, of the number of persons imprisoned in Ireland under the Civil Bill decrees during the preceding five years, from which it appears that nearly *fifteen thousand* had been sufferers during that time. But we hope and believe that this Bill cannot pass. It is a mere mockery. Not the omnipotence of Parliament can make cheap litigation and speedy injustice a boon to any—no, not even to the poorest man.

PRACTICE—PLEADING—EVIDENCE.

By Professor Carey.

Delivered at University College, London.

LECTURE VII.

In a recent case, in which the language of Lord Denman is important, it was decided that no amendment would be allowed in a writ of summons (*Roberts* v. *Bates and Robins*, 6 A. & E. 778). This was an action against the two defendants, to recover a sum of money deposited in their hands as bankers. The two defendants pleaded the non-joinder of a third partner. In the mean while, the time allowed by the Statute of Limitations had expired, and the plaintiff, if he failed in the action, could not begin again. The action was commenced against two, whereas the plaintiff ought to have sued all three; and the effect of the defendant's plea was to abate the action already commenced. The plaintiff might, under ordinary circumstances, have commenced a fresh action against the three; but in this case he could not do so, because, at the time when the first action abated, the six years had expired. Under these circumstances, the plaintiff applied to the Court to be allowed to amend the original writ of summons, by inserting the name of the third partner. The argument was this: "It is very hard that we should be deprived of our legal remedy on a technical point: under ordinary circumstances we should be enabled to commence a fresh action against the three; in the present case, as we cannot commence a fresh action against the three, allow us to do this instead: allow us, on paying the other party the costs, to amend our writ, by inserting the third partner, so as to put us in the same situation as if we had procured a new writ;" a similar amendment had been allowed in ——— v. *Watson* (4 Tyrrwhitt, 839).

This decision seems to go to the effect, that the writ cannot, under any circumstances, be amended. The Court of Exchequer, however, has not acted upon this rule, and the courts in similar cases have recently shewn a disposition to allow writs to be amended in cases where the claims would otherwise be defeated by the Statute of Limitations. See *Eccles* v. *Cole* (8 M. & W. 537); and a still more recent case, *Bilton* v. *Clapperton* (9 M. & W. 477), where it was laid down, that in general leave to amend will not be allowed where the sole object is to save costs. If a man has made a blunder, and the other party moves to set aside the proceedings for irregularity, the mere fact of its being expensive to the party who made the blunder will be no ground for not setting it aside; but he would be allowed to amend it in cases where otherwise the party would be deprived of his remedy altogether, as where the Statute of Limitations would operate to defeat his claim, or, under other circumstances, where, incidentally, he would be materially damaged in his cause.

We have seen that if the plaintiff succeeds in serving the defendant with a writ of summons, the defendant is thereby required to enter an appearance in court within eight days from the time of the service; and if he fails to do so the plaintiff may enter an appearance for him, and proceed in the action. If the plaintiff is unable to serve the defendant with the writ of summons within four months, he may sue out another or *alias* writ of summons, which, like the first, is in operation for four months; and if that is unavailing he may sue out another or *pluries* writ. If the defendant happens to be in a different county from that mentioned in the first writ of summons, the second writ is addressed to C.D. of ——, late of such and such a place, in the county of ——. An *alias* or *pluries* writ may be sued out merely to enforce the appearance of the defendant; but it is more frequently resorted to, to avoid the effect of the Statute of Limitations. For instance, if an action is brought for the recovery of a debt, and is not commenced within six years, the defendant may defeat it by relying on the Statute of Limitations; and when the action is commenced towards the expiration of the six years, if the defendant cannot be served within the four months during which the writ of summons is in force, it might happen that the plaintiff would be unable to enforce his claim at all. Suppose, for instance, that the action is commenced three months before the expiration of the six years, the action being once commenced before the expiration of the six years justifies all proceedings being taken to execution. There is one month during which the writ is in force after the expiration of the six years; if he can be served within that month, the action proceeds; if he cannot be served within that month, no new action could be commenced. Unless you can proceed with the action already commenced, your remedy is gone; for if a second action were commenced after the expiration of the six years, it would be defeated by a plea of the Statute of Limitations. In order to prevent the operation of the Statute, the plaintiff may continue the original action, by suing out an *alias* writ of summons. The first writ must be returned *non est inventus*, and entered of record within a month after its expiration; and also the second or other subsequent writ must be issued within one calendar month after the expiration of the preceding writ, and every *alias* writ must contain a memorandum shewing the date and return of the first writ. The object of this is to put some limit to the power of extending the period of limitation. The service of the writ may be made by the attorney of the plaintiff: the writ not being directed to the sheriff, as was formerly the case, may be served by the plaintiff himself or any other individual, and the return may be made on his authority or that of his attorney.

But an *alias* writ of summons is not the only mode of proceeding. If the defendant keeps out of the way in order to prevent being served with the writ of summons, and cannot be compelled to appear, the plaintiff may apply for a writ of *distringas* —a writ directed to the sheriff, requiring him to distrain on the goods and chattels of the defendant for the sum of *forty shillings*, in order to compel an appearance. To this writ a memorandum is subscribed, requiring the defendant to take notice that in default of his appearance within eight days after the return of the writ, the plaintiff may cause an appearance to be entered for him. A writ of *distringas* cannot be obtained as a mere matter of course, like a writ of summons. In order to obtain a writ of *distringas*, the plaintiff must apply to the Court, or, in vacation, to a judge: he must shew by affidavit such circumstances as will satisfy the Court or judge that the defendant kept purposely out of the way. What is usually required in practice is, that the plaintiff should shew that there were three attempts, at least, to serve the defendant with the writ of summons by calling at his place of abode; and that on the two first calls notice was given to the person seen in the house of the nature of the business, and an appointment made to call again; and that on the last call a copy of the writ of summons was left at his residence. (See *Street* v. *Lord Alvanley*, 3 Tyr. 162.) The object of leaving the writ of summons, on the third call, at the house of the defendant is, in order that he may not be misled as to the time in which he may appear; he is to have eight days from the time of the service of the writ of summons; the service is not complete till the third call, and for this reason, eight days must elapse from the last call before the *distringas* can issue. The writ of *distringas* may be issued in vacation, but it must be made returnable on some day in term, not *less* than *fifteen* days after the *teste* thereof. The writ is delivered to the sheriff, and he gives a warrant for the execution of it. The *distringas* is executed by distraining on the goods and chattels of the defendant to the amount of *forty shillings*, and the writ, or a copy thereof, must be served on the defendant, if he can be met with, but if not, it is left at the place where the writ is executed,—where the goods are distrained. If the sheriff return that he has levied *forty shillings*, and that the writ has been executed, and the defendant does not enter an appearance within eight days, inclusive, after the return, the plaintiff may enter an appearance for him, as a matter of course, without applying for the leave of the Court; but if the sheriff is unable to execute the writ, he returns *non est inventus* and *nulla bona;* on which the plaintiff may apply to the Court, or in vacation to a judge, for leave to enter an appearance for the defendant. (See *Cornish* v. *King*, 3 Tyr. 575.) This application will only be granted where all the proper means have been taken to sue out and execute the writ of *distringas*, and the application is rarely granted except in cases where it appears, from the facts set forth in the affidavits, that the defendant has endeavoured to evade the execution of the *distringas*. If a man have no house that can be called his own, and you can shew that he dodges about from place to place to avoid the execution of the *distringas*, you bring those facts before the Court. Why are those facts supposed to enable the Court to allow the plaintiff to enter an appearance? For this reason, if he can convince the Court that the defendant knows of the proceeding which has been taken against him, it is not very material whether he has been served or not; if you can shew that he puts himself out of reach in order to avoid

being served, it is pretty clear that he knows service is to be made, and that he is aware of the proceedings taken against him. When permission has been thus obtained, the plaintiff may enter an appearance for the defendant, though he has not been actually served with any process whatever. This is the only case in which it can be done. This power of proceeding against the defendant behind his back, is one that requires to be exercised with great caution, and can be exercised with propriety in those cases only where the defendant actually knows of the proceeding, and obstinately refuses to take notice of it.

There are two more modes of proceeding, more stringent than the execution of a writ of *distringas*: one is by *arrest*, where there is a reasonable expectation that the defendant is going to quit the country; and the other is by *outlawry*. Outlawry was originally followed only on a writ of *capias*, but the general proceeding is now by *distringas*.

The law of arrest—the power by which a private individual, upon a certain complaint against another, has power to cast him into prison—has undergone great alterations from time to time; and the history of the law of arrest is such that it would appear to throw light, in an historical point of view, on the state of society in England, during the transmutations it has undergone. Originally, it was confined to cases where an offence had been committed against the king's peace. Where a man had committed any act against the king's peace, any trespass *vi et armis*, that person might be taken into custody. This power was afterwards extended to other cases by statute. It was extended, first of all, to actions of account, which were at that time chiefly actions by the feudal lords against their bailiffs, whom they were thus empowered to imprison till an account was rendered. After this it became extended to actions of *debt*, and by the statues of 19 Hen. 7, c. 9, and 14 Hen. 8, it was extended to almost all actions. Besides which, the power of arresting was exercised, by virtue of divers fictions of the courts, in almost every form of action; so that ultimately the power of arrest was exercised independently of the sanction that was given to it by Parliament. For instance, in the King's Bench the plaintiff sued out a *Bill of Middlesex*, or *latitat*, with an *ac etiam* clause. The writ alleged a trespass, and also, *ac etiam*, a debt. The writ being in point of form for a trespass, the defendant was at common law liable to be arrested; and when he was arrested for the supposed trespass, the plaintiff proceeded against him for the debt. A similar course was adopted in the Court of Common Pleas. In the Exchequer, by the fiction of complaining that the plaintiff was a debtor to the Crown, and that the defendant detained from him a certain sum, whereby the plaintiff was less able to satisfy the Crown, the prerogative of the Crown came to the assistance of the plaintiff, and he was entitled to a *quo minus*, whereby he was enabled to arrest the defendant; so that partly by statute, partly by the fictitious process of the courts, the defendant might be arrested in any action, whatever the form of action, and at one time, whatever the amount.

The objects of an arrest were two: to compel the appearance of the defendant, and to secure the execution of the judgment. We have seen that until defendant had appeared in court, the plaintiff could not proceed to declare against him, the defendant being at large, and there being at common law no power to enter an appearance. The primary object was to compel an appearance, which was done by securing his person, ready to be produced in court; but in order to secure the second object, which was, that the plaintiff should be secured of his execution, the person arrested was not allowed to enter an appearance simply, as in cases where serviceable process had been used. He was not allowed to say, C D appears, simply; his appearance was not deemed perfect unless the second object was secured. If he remained in custody, that object was obtained. But he might be bailed, and the original doctrine of *bail* is this: a person being arrested, the sheriff is required by an ancient Act of Parliament to accept bail for his appearance, and the *bail* were usually two persons, who entered into a bond with the sheriff, the condition of which was that the defendant should appear. If the defendant appeared, well; but if he did not appear, then other steps were to be taken, either against the bail or the sheriff. Now, what is the appearance of the defendant? The appearance of the defendant when he was arrested was not simply that he should enter an appearance, but that he should find bail to the action; and the bail to the action were persons who entered into a recognizance, the condition of which was, that if judgment passed against the defendant he should either satisfy the debt or damages, together with the costs, or render himself to prison; that is to say, that the plaintiff should have execution against the defendant. And if he did not, if he was unable to have execution against the defendant, then he came on the bail. These are called special bail. Afterwards other steps were taken. Sometimes there is an inconvenience in finding, at a moment's notice, two men of responsibility to be bail for the defendant; and the 43 Geo. 3 enacted, that if a man is arrested, instead of being obliged to find bail, he may deposit with the sheriff the amount that is claimed of him, together with 10*l.* for costs, to be repaid to him on his appearing and putting in special bail. This was afterwards followed by another provision, contained in the 7 & 8 Geo. 4, c. 71, whereby a substitute was allowed for the special bail. The defendant is thereby enabled, instead of putting in special bail, to deposit the sum claimed, together with 20*l.* for costs. Formerly, where the person of the defendant was arrested for a small sum, he was allowed to give merely nominal bail; and afterwards, in actions under 10*l.* subsequently raised to 20*l.* real bail could not be taken, unless by leave of a judge: this was by the statute of 12 Geo. 1. That statute enacted that no arrest should take place when the cause of action was under 10*l.*; nevertheless, the writ of *capias*, the *Bill of Middlesex*, the *latitat*, and the writ of *quo minus*, the writs of each court by which the person might be arrested, continued to be the ordinary writs by which the action was commenced. If the cause of action was not a debt of 10*l.* (which was made 20*l.* afterwards), the defendant could not be arrested or held to special bail; the service was, in effect, a *serviceable process*, and amounted only to a summons. But, in point of form, the Court of King's Bench required bail to be given in order to perfect the appearance; this was a mere form, and the fictitious persons of John Doe and Richard Roe were deemed sufficient security.

By the Uniformity of Process Act no alteration was made as to the power of arresting; but a considerable alteration was made in the form of proceeding. All the original writs whereby actions were commenced were swept away. If a man was not to be arrested, the action was to be commenced by writ of summons. If the defendant was to be arrested, the action was to be commenced by writ of *capias*; but the writ of *capias*, as the commencement of an action, has since been abolished by the statute 1 & 2 Vict. c. 110. By that statute the action must be commenced, in all cases, by a writ of summons. One branch of the two modes provided by the Uniformity of Process Act has been cut off, and the other left. Every action must now be commenced by writ of summons, and the defendant can only be arrested when he contemplates quitting England, whether the action be for debt, or for any cause of action in respect of which he might formerly have been arrested under a judge's order. At common law, arrest took place only in cases where damages were sought to be recovered: this was afterwards extended to cases of debt by the operation of the 12 Geo. 1. The power of arrest was, as a general rule, confined to cases of debt. In other cases, the defendant could not be arrested unless by the special order of a judge. By the present statute, if the defendant is about to quit England, he may be arrested, whether the action be for debt, or for any cause of action in respect of which he might have been formerly arrested by a judge's order. The plaintiff may apply to one of the judges for a special order to hold the defendant to bail, and in order to support that application, he must shew a cause of action to the amount of 20*l.* damages sustained to that amount. On probable cause being shewn that the defendant is about to quit England, he may be forthwith apprehended; so that now every action must be commenced by writ of summons; but, under certain circumstances, a *capias* may issue to secure the person of the defendant. The circumstances under which the *capias* may issue, are three:—the action must be one in which the defendant was before the Act liable to arrest; secondly, the plaintiff must shew cause of action to the amount of 20*l.* or sustain damages to that amount; thirdly, probable cause being shewn that the defendant is about to quit England. First, if the cause of action was a debt of 20*l.* or upwards, he could be held to bail, under the 7 & 8 Geo. 4. This provision has been construed to include all cases where the cause of action arises from a debt or money demand, or where it consists in a claim to recover damages, if this claim can be ascertained by mere calculation. If the cause of action consisted of a claim to recover damages, and the damages are such as cannot be ascertained by mere calculation without the intervention of a jury, the defendant could not be held to bail unless under a special order of the judge. For instance, in an action of *trover*, the damages will depend on the value of the goods, and cannot be ascertained by mere calculation only, without the intervention of a jury; therefore, in *trover*, for the recovery of damages, the defendant could not be held to bail as a matter of course—it cannot be done except by virtue of a judge's order. In such a case as this, the *capias* is not now granted, unless the circumstances are such as would, before the statute, have warranted a judge in making an order to hold the defendant to bail. Under the statute, the application for the *capias* must be made to a judge for his order, and it must be made on affidavit, showing first a cause of action amounting to 20*l.*; and the affidavit must show a probable cause for believing that the defendant is about to quit England unless forthwith apprehended. (See *Bateman* v. *Dunn*, 5 Bing. N.C. 49.) Now, with respect to the nature of absence: here the principle is, that if the defendant is only going out of England for a short time, the case does not come within the statute. This is not such an absence as to compel the defendant to find bail; but if he be going for such a purpose, or the length of time which he will be absent be such that he will not be forthcoming when the plaintiff would, in the ordinary course of proceeding, be entitled by the judgment to have his body in execution, he then has a right to prevent his departure. For instance, in the case of an officer of the army going to join his regiment stationed abroad, the Court allowed a *capias* to issue. (See *Larchin* v. *Willan*, 4 M. & W. 351.) He was going to join his regiment quartered abroad, and he might stay there till long after the judgment was obtained, and his body would not be forthcoming until it was secured by arresting him—that is, detaining the person, or compelling him to find bail. The special order of a judge may be given at any time after the commencement of the action, and before final judgment: it cannot be done before the action has commenced; that is to say, the first proceeding in the action must be the writ of summons; that writ must be in existence. But it is not necessary that any further steps should have been taken. It is not necessary that the writ of summons should have been served on him; provided the writ has been issued, the action has commenced, and the plaintiff may immediately apply for the order of a judge, on which a *capias* will issue, and he may then serve the defendant with the writ of summons at the same time that the writ of *capias* is executed on him. The writ of *capias* remains in force for one calendar month from its date, and during that time the sheriff is required to arrest the defendant; when arrested, the defendant is to be treated in the same manner as a person arrested under former acts. He remains in the custody of the sheriff until he finds bail, or deposits in lieu of bail. A person arrested may apply to the court or a judge to be discharged out of custody. The plaintiff is called upon to shew cause against the application, which application the defendant may support by shewing, by affidavit, that he is not about to quit England, or that the proceedings are irregular. The judge or the Court may either grant or refuse the application, and the matter is left in the discretion of the Court or the judge. If the application is made to a judge, his decision is not final; it may be brought before the Court afterwards.

The writ is directed to the sheriff, requiring him to take the body of the defendant, and safely to keep him to be in court on a certain day, unless, in the mean time, he shall find bail, or deposit in lieu of it, or be otherwise discharged in course of law. On receipt of the writ, the sheriff gives his warrant to a bailiff to execute the writ. This he does by arresting the defendant. In all proceedings under the warrant, the sheriff is answerable for the conduct of his officer, the bailiff. For this reason the sheriff always takes security from the bailiff, in order to indemnify himself from any loss he might incur though his misconduct. The parties being thus placed, if any responsibility occurs, the sheriff immediately comes upon the bailiff; so that, whenever the bailiff misconducts himself, though the

action is, in point of form, against the sheriff, in point of fact it is defended by the bailiff, on which a question may probably arise in point of evidence. An action is brought against the sheriff for the misconduct of his bailiff, who has arrested the wrong man, or has neglected to arrest the right man, or has done some wrongful act of which the plaintiff complains. He brings an action against the sheriff; the bailiff is produced as a witness; and it is contended that the bailiff is an incompetent witness by reason of his interest. He would be so at common law; and the question would be, whether he would be made competent by Lord Denman's Act. The words are, "That no plaintiff or defendant named on the record, nor any person on whose immediate and individual behalf the action is brought or defended, shall be admissible." Now it appears that this action is, in point of fact, defended by the bailiff himself; but unless it can be said to be defended in his *immediate and individual behalf*, his evidence is admissible under the statute.

The arrest is made by actual seizure of the person; but if the defendant who is to be arrested is placed under restraint, actual contact is not necessary. (See *Grainger* v. *Hill*, 4 Bing. W.C. 212.) The officer is not justified in breaking the outer door of a house to effect an arrest; but, the outer door being opened, he may break open an inner door; or if the person arrested escapes into the house, the officer may then break open the outer door to retake him. It is the duty of the officer, on the arrest, to deliver a copy of the writ of *capias;* without this the arrest is not complete. By the 37 Geo. 2, c. 28, the officer, on arresting the defendant, shall not take him to any public-house, or to the officer's house, without his free and voluntary consent; nor take him to gaol within twenty-four hours, unless he refuse to be carried to some convenient house within the same county, not being the house of the defendant himself. But if he refuses to go to such safe and convenient house, he may be carried directly to gaol. If the provisions of the Act are not complied with, the bailiff or the sheriff incurs a forfeiture of 50*l*. It is the duty of the officer to ask any person arrested to nominate a house. Unless he be asked, he cannot be said to have refused, and the officer is not warranted in taking him straight to gaol. There are many cases on this point. *Simpson* v. *R*—— (5 B & A. 35); *Dewhirst* v. *Pearson* (3 Tyr. 243); *Silk* v. *Humphrey* (4 A. & E. 959). This being the state of things, if the defendant remains in custody, the plaintiff has the security of the person of the defendant, and is enabled to retain him in execution. The defendant is required either to give bail to the sheriff, or to deposit in lieu of bail, or in default of both these he remains in custody. If the defendant gives bail to the sheriff, he is required within eight days to put in sufficient bail to the action. The *special bail* are those who enter into recognizances that, if judgment passes against the defendant, or he does not render himself in execution, they will pay it for him. If the defendant, having given bail to the action, fails to put in bail, or to deposit in lieu of bail, there may be an action against the bail or proceedings against the sheriff. It is to be observed that the defendant is not now allowed, as he used to be, to deliver himself instead of putting in bail; he must either put in special bail, or deposit in lieu of bail. If he does not do either, then one of two proceedings may be taken. The bail have made themselves answerable for his appearance; he has not appeared to fulfil the condition of the bond, which is that he appear within eight days; and therefore they are answerable. The bond is given to the sheriff, and formerly it was necessary to sue in the sheriff's name. By the statute of Anne, the sheriff is, under these circumstances, enabled to assign the bond to the plaintiff: the plaintiff sues on the bond in his own name; he holds an assignment of the bail-bond, and sues upon it. The plaintiff, therefore, makes the bail answerable for the non-appearance of the defendant and the not putting in special bail to answer the action. It may be that the bail were insufficient persons; it may be that they cannot be found. If so, the sheriff is responsible; he is responsible for having put in insufficient men; and he is responsible, also, for their continuing insufficient. If they are not sufficient, he has neglected his duty, and in that case he may be *attached* for not having performed his duty; and the effect of that is, that he will have to pay the money, because he would be liable to be committed to prison until the money is paid. The effect of the attachment, therefore, is to compel him to pay the money. So that where the defendant has been set at liberty on a bail-bond, if he does not put in special bail to the action, or deposit in lieu of bail, the plaintiff may take either proceedings against the bail or proceedings against the sheriff. There were formerly, and there are now, certain persons against whom a *capias* will not lie. A *capias* cannot be issued against members of the royal family, servants in ordinary to the king, nor can any arrest take place within a certain distance of the royal palace. (See 5 T. R. *Bartlett* v. ——; and *Reynolds* v. *Pocock*, 4 M. & W. 371.) The consent of the Chamberlain must, however, be obtained. Peers of the realm are privileged from arrest (Cooke's Reports, 52); also, peers of Scotland and Ireland. (*Coates* v. *Lord Hawarden* 7 B. & C. 388.) Members of the House of Commons during the session, and for a time—not precisely limited, but supposed to be forty days—both before and after the session. Ambassadors and their servants are privileged, both at common law and by statute. The privilege also extends to servants and officers of the courts during Term. This privilege applies to barristers and attorneys; and the reason of this privilege is this, that they are engaged in public business, and that you have no right to take them from the court, because you are thereby damaging their clients. Now you, can only arrest a man if he is going to quit the country; and if an attorney is going to quit the country, you can do no more damage to his client if you place him in jail. That class of privileges seems to be done away with.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

A Treatise on the Law of Defamation: with Forms of Pleadings. By GEORGE WINGROVE COOKE, Esq. of the Middle Temple, barrister-at-law. London, 1844. Owen Richards.

THE Law of Defamation has recently been subjected to very important changes. The Act of the last session has removed many of its most objectionable features, and introduced many improvements, which in practice have been found to work extremely well, for since those changes there has been an entire cessation of the frivolous and vexatious actions for libel which formerly filled so large a space in the law reports of the newspapers.

Alterations so extensive as these are sufficient apology for submitting to the Profession a new treatise upon the subject. The masterly work of STARKIE has necessarily lost much of its value by reason of fresh legislation. Although the principles which he has laid down remain unimpaired, the practitioner would incur great hazard of error were he to rely upon his old authority for information upon any particular point. Therefore, the volume upon our table will not be unwelcome nor unrequired, provided its purpose be accomplished with correctness and industry.

Mr. COOKE divides his treatise into three parts. In the first, he treats of the wrong; in the second, of the remedy; in the third, of the forms of pleadings in civil and criminal proceedings for defamation. The two first parts he subdivides into chapters. In discussing the *wrong*, he discourses successively of libel affecting particular parties; of slanders affecting particular parties; of *scandalum magnatum;* of malice; of communications conditionally privileged; of those absolutely privileged; and of defamation as a public wrong. In the second part he treats of the remedy generally; of the civil remedy by action; of the declarations of the plea; of the replication; of the evidence for the plaintiff; of the defendant's evidence; of the trial; of the costs; of proceedings incident to the action; of the liabilities of authors and publishers of libels to each other, in respect of indemnity and contribution; of the criminal remedy by information; of the *ex officio* information; of informations by the Master of the Crown-office; of the affidavits; of the form of the information or indictment; of pleading thereto; of the evidence at the trial; of the trial; of the proceedings after the trial; of the proceedings incidental to the prosecution; and of the jurisdiction of the Ecclesiastical Courts in cases of defamation.

The third part contains an extensive collection of forms of pleadings, indictments, and informations. In an appendix, the statutes are given at length; then the report of the Lords' committee, and selections from the evidence of the law Lords. An alphabetical table of cases and a copious index make this work as complete as could be desired.

Mr. COOKE has displayed excellent workmanship in the putting together of his materials, and has given the gist of cases without setting them forth at length. He evidently possesses a legal mind; he can clearly see a point and clearly express it; he has expended much industry upon his task, and the result is, a book that will be an acquisition to the lawyer's library.

As a specimen of his manner, that will at once instruct the reader and suit our contracted space, we will take from the Chapter on Privileged Communications the section on the limits

OF PUBLIC CRITICISM.

"All criticisms are privileged. When a man becomes an author, the law allows any one to say or write of him as an author, or of his book, any thing which he may please; proof of express malice in this, as in other cases, destroying the privilege.

"The rule in this respect is usually laid down to be, that fair and honest criticism, however severe, is privileged. The decisions, however, seem to go rather beyond this.

"The two leading cases upon this subject are—*Sir John Carr* v. *Hood* (1 Camp. 355, *n*), and *Tabbart* v. *Tipper* (1 Camp. 350). Both these cases were tried before Lord Ellenborough, and the doctrine laid down has received the sanction of subsequent judges.

"In *Carr* v. *Hood*, the plaintiff, Sir John Carr, had written (it does not appear from the report that he had published) a book, called *A Tour in Ireland*. The defendant thereupon published a pamphlet, entitled *My Pocket Book, or Hints for a righte merrie and conceited Tour, to be called The Stranger in Ireland in* 1805, *by a Knight Errant.* This pamphlet contained a frontispiece, entitled 'The Knight leaving Ireland with regret,' being a caricature of Sir John Carr holding a pocket-handkerchief to his face, and appearing to be weeping, and having a man following him loaded with, and bending under the weight of, three large books, and carrying in one hand a pocket-handkerchief tied up at the corners, and having the word 'wardrobe' on it; thereby meaning, as the declaration averred, that one copy of the said first-mentioned book of the said Sir John, and two copies of the said book of the said Sir John secondly mentioned, were so heavy as to cause a man to bend under the weight thereof; and that his the said Sir John's wardrobe was very small, and capable of being contained in one pocket-handkerchief.

"The declaration laid as special damage, that the plaintiff had been prevented from selling the copyright of the book in question to Sir Richard Phillips for 600*l*.

"Lord Ellenborough said, 'Here the supposed libel has only attacked those works of which Sir John Carr is the avowed author; and one writer in exposing the follies and errors of another may make use of ridicule, however poignant. Ridicule is often the fittest weapon that can be employed for such a purpose. If the reputation or pecuniary interests of the person ridiculed suffer, it is *damnum absque injuriâ*. Where is the liberty of the press if an action can be maintained on such principles? Perhaps the plaintiff's *Tour through Ireland* is now unsaleable; but is he to be indemnified by receiving a compensation in damages from the person who may have opened the eyes of the public to the bad taste and inanity of his compositions? Who would have bought the works of Sir Robert Filmer after he had been refuted by Locke? But shall it be said that he might have sustained an action for defamation against that great philosopher, who was labouring to enlighten and ameliorate mankind. We really must not cramp observations upon authors and their works; they should be liable to criticism, to exposure and even to ridicule, if their compositions be ridiculous; otherwise, the first who writes a book on any subject will obtain a monopoly of sentiment and opinion respecting it: this would tend to the perpetuity of error. Reflection on personal character is another thing. Shew me an attack on the moral character of the plaintiff, or any attack upon his character unconnected with his authorship, and I shall be as ready as any judge who ever sat here to protect him; but I cannot hear of malice on account of turning his works into ridicule.'

"The counsel for the plaintiff, however, still complaining of the unfairness of the publication, and especially of the print, the case proceeded, and, in summing up his lordship said, 'Every man who publishes a book commits himself to the judgment of the public, and any one may comment upon his performance. If the commentator does not step aside from the work, or introduce fiction for the purpose of condemnation, he exercises a fair and legitimate right. In the present case, had the party writing the criticism followed the plaintiff into domestic life for purposes of slander, that would have been libellous; but no passage of

this sort has been produced, and even the caricature does not affect the plaintiff, except as the author of the book which is ridiculed. The works of this gentleman may, for aught I know, be very valuable; but, whatever their merits, others have a right to pass their judgment upon them, to censure them if they be censurable, and to turn them into ridicule if they be ridiculous. The critic does a great service to the public who writes down any vapid or useless publication, such as ought never to have appeared; he checks the dissemination of bad taste, and prevents people wasting both their time and money upon trash. I speak of fair and candid criticism, and this every one has a right to publish, although the author may suffer loss from it. Such a loss the law does not consider as an injury, because it is a loss which the party ought to sustain. It is, in short, a loss of fame and profits to which he was never entitled. Nothing can be conceived more threatening to the liberty of the press than the species of action before the Court. We ought to resist an attempt against free and liberal criticism at the threshold.'

"In considering this ruling, so valuable to our literature, we must disconnect it from the facts of the case. His lordship expressly left it to the jury to determine whether the writer of the publication had travelled out of the work he criticised for the purpose of slander, and whether there was in the publication any thing personally slanderous against the plaintiff unconnected with the works he had written. If the jury in this case had returned a verdict for the plaintiff, upon the ground that a caricature of a man's person is no criticism upon him as an author, or upon the ground that a criticism of a man's wardrobe is no criticism upon his works, the ruling of Lord Ellenborough would still have been untouched.

"Indeed, this judgment of Lord Ellenborough hardly carries the rule to the full extent in which it is now understood. When his lordship says that the critic has a right to censure works if they be censurable, and to turn them into ridicule if they be ridiculous, he appears to introduce conditions which destroy the character of privileged communications, the very essence of which is, that they need not be true if made without malice. It is submitted that the rule is, that the critic has a right to censure works whether they be really justly censurable or not, and to turn them into ridicule whether they be really ridiculous or not; otherwise, it would be for the jury to determine whether the judgment of the critic be a right judgment, instead of being whether it be a *bona fide* judgment. We may infer, indeed, that this was his lordship's impression from his previous declaration, 'for aught I know, the works of this gentleman may be very valuable.'

"The case of *Tabbart* v. *Tipper* (1 Camp. 350) was an action by a publisher for a libel contained in a periodical work, called *The Satirist, or Monthly Meteor*, imputing to the plaintiff that he had published books of an immoral tendency, and ascribing to him some silly verses, which were admitted by the defendant not to have been published by the plaintiff, but it was contended that they were a fair specimen of his publications.

"Lord Ellenborough told the jury that it was certainly actionable gravely to impute to a bookseller having published a poem(a) to which he was a stranger, as the evident tendency of the unfounded imputation was to hurt him in his business.

"But upon a question which arose during the trial, whether a witness ought to be cross-examined as to the defendant having published particular books, his lordship said, 'The main question here is, *quo animo* the defendant published the article complained of; whether he meant to put down a nuisance to public morals, or to prejudice the plaintiff. To ascertain this, it is material to know the general nature of the defendant's publications to which the libel alludes, and I therefore think that the evidence is receivable. The plaintiff is bound to shew that the defendant was actuated by malice, and the defendant discharges himself by proving the contrary. Liberty of criticism must be allowed, or we should have neither purity of taste or of morals. Fair discussion is essentially necessary to the truth of history and the advancement of science. That publication, therefore, I shall never consider as a libel which has for its object, not to injure the reputation of any individual, but to correct misrepresentations of fact—to refute sophistical reasoning, to expose a vicious taste in literature, or to censure what is hostile to morality.'

"It has been held, also, to be fair criticism to write of a newspaper that it is the most vulgar, ignorant, and scurrilous journal ever published in Great Britain. (*Heriot* v. *Stuart*, 1 Esp. C. 437.) But to address its advertisers, and tell them that it is low in circulation, is to state a fact which must be justified.

"To say of the editor of a newspaper that his full-blown baseness and infamy hold him fast to his present connections, and prevent him from forming new ones, is not within the scope of privileged criticism. (*Stuart* v. *Lovell*, 2 Starkie's C. 73.)

"'The name of G. is to be rendered famous in all sorts of dirty works' is not a fair criticism. (*Green* v. *Chapman*, 4 Bing. N. S. 92; 3 Scott, 340.)

"The leaning of the Courts has certainly been of late to discourage gross and personal criticism, such as was upheld in *Carr* v. *Hood*. In *Soane* v. *Knight* (1 M. & M. 44), although it was expressly said that fair criticism on works of a professional artist cannot be the subject of an action, however mistaken in point of taste, yet it was left to the jury to say whether to impute to an artist that he acts on absurd principles of art was not unfair and intemperate, and intended to injure him in his profession; and the same question also was left to the jury, where it had been published of a painting, publicly exhibited, that it was a mere daub, with other strong words of censure. (*Thompson* v. *Shackell*, 1 M. & M. 187.) And in a recent case Lord Denman was of opinion, that to publish of a publisher that he had inserted in his magazine a series of articles, the greater part of which were false, as well as of a gross character, exceeded the scope of fair criticism. (*Colburn* v. *Whiting and Another*, H. T. 1843, N. P.)

"The right of criticism applies also to players,(b) public singers, painters publicly exhibiting, and probably also to architects, and to all persons who place themselves in a position from which it may be inferred that they submit themselves to the judgment of the public.

"But it has been decided that presenting a petition to Parliament is not an act which renders a man obnoxious to criticism. (*Dunne* v. *Anderson*, 3 Bing. 88.)

"It is hardly necessary to observe, that no criticism upon a book which it is a crime to publish can be libellous. (See *Stockdale* v. *Duncombe*, 5 Jur. 236.)

"Under this title we may also class a certain license which the law allows of discussing the public character and public acts of public men. This privilege seems to depend upon the same ground of public necessity which gave rise to the impunity of literary criticism. It is governed also by the same rules, and restrained within the same limits.(c)

"In *Parmiter* v. *Coupland* (6 M. & W. 105), Parke, B. said, 'There is a difference between publications relating to public and private individuals. Every subject has a right to comment on those acts of public men which concern him as a subject of the realm, if he do not make his commentary a cloak for malice and slander; but any imputation of wicked and corrupt motives is unquestionably libellous.' And in the same case Alderson, B. said, 'There certainly is a material distinction between a publication relating to a public and a private person whether they be libels. That criticism may reasonably be applied to a public man in a public capacity which might not be applied to a private individual. The same thing might be no libel on me which might be a very grievous and injurious libel on another.'

"Thus much for communications which require proof of express malice in order to render them defamatory."

A Letter to the Attorney-General, Sir W. Webb Follett, M.P., suggesting some Amendments in the proposed new County Courts Bill. By W. Johnson Neale, esq., of the Middle Temple, Barrister-at-Law. Pp. 31. London, 1844. O. Richards.

Mr. Neale proposes to *amend* the County Courts Bill. We believe *amendment* to be impossible, and desire the substitution of a better class of courts, with better judges, and a more reputable species of practitioners. But if there be no hope of this, there is no reason why the present measure should not be made as perfect as its vicious principle will permit; therefore, Mr. Neale's suggestions are entitled to grateful consideration.

He objects to the power given to the judge by the 54th section, to deny a jury in all suits not exceeding 5*l.*, and would give the option to either party to demand a jury; to the limitation of the number of the jury, which should be eleven, the majority to decide; and to the 66th section, empowering the parties to be heard on oath—to our minds, the worst portion of the scheme.

He expresses, and with justice, the strongest aversion to the extraordinary provisions empowering judges of existing Courts of Request to demand to be judges in the new courts; a sentiment in which every lawyer who knows any thing of Courts of Requests will cordially concur. Even compensation, *à la Chancery*, would be preferable to this.

The next objectionable provisions are those that exclude barristers and attorneys from acting as advocates without leave of the judge, and prohibit an attorney from recovering any thing, if the suit be for less than 2*l.*; giving him only 10*s.* if it be for less than 5*l.*; and no more than 15*s.* in any case. The consequence of this will be, as we have so often repeated, entirely to exclude the respectable practitioners, and to breed up a race of pettifoggers to infest the Profession.

Mr. Neale submits an extremely ingenious plan for avoiding the difficulty about costs, and securing respectability among the practitioners. Estimating the annual sum to be recovered in these courts at *one million*, he proposes that, for collecting this sum, the court should charge fifteen per cent., which shall include all fees and costs whatever, except that of witnesses; the per-centage to be paid in the first instance by the plaintiff on taking out the summons, but ultimately to follow the event of the suit. From this fund the entire expenses of the court would be defrayed, and the advocate receive a fee of ten per cent. upon the sum sued for; the suitor to name his own advocate, or if he does not do so, the Court to appoint one, by ballot, from the names to be kept in a register of attorneys in the district, and in which register any respectable attorney shall be permitted to enrol himself.

Mr. Neale distinctly shews, that to the suitor this would be a much more economical arrangement than the scale of fees awarded by the Act, while it would secure a reasonable, though not an adequate, remuneration to the attorney. A cost of 15 per cent. for recovery of a debt would be objected to by nobody: it is the uncertainty of expense that now deters men from availing themselves of the law. So highly, indeed, do we approve of Mr. Neale's suggestion, that we should like to see it carried further, and applied to the Sheriffs' Courts, indeed to the recovery of *debts* in every court: thus the cost, as it should be, would, in all cases, be proportioned to the amount sought to be recovered.

Mr. Neale throws out another suggestion, of which we entertain more doubt. He questions whether it be desirable in all cases to saddle the losing party with the costs; he would make each pay a certain fixed per-centage, which he considers would have the effect of preventing litigation by inducing settlements out of Court. The proposition is too new and startling to be hastily determined.

He concludes with an eloquent commentary on the importance of having every court of justice supplied with a class of practitioners reputable in character and competent in education, in which we heartily agree with him. It is far more important to the administration of justice than good laws.

It will be seen that this pamphlet deserves grave consideration; and the Profession is much indebted to the writer for the time and thought he has bestowed upon a topic, which is one of such very serious importance, that it cannot be too often or too searchingly examined. It will amply reward perusal.

A Practical and Elementary Abridgment of the Common Law, as altered and established by the recent Statutes, Rules of Court and modern Decisions: comprising a full abstract of all the Cases argued and determined in the Courts of Common Law and on Appeal; with the Rules of Court from M. T. 1824 to M. T. 1840, inclusive, and the Statutes during the same period. With connecting and illustrative References to the earlier Authorities, and explanatory Notes. By Charles Petersdorff, Esq. of the Inner Temple, Barrister at Law. In 5 volumes. London. Stevens and Norton.

If the length of a review were to be proportioned to the worth of the book reviewed, this notice would extend over some half-dozen of our numbers; for it is undoubtedly the most valuable legal publication that has made its appearance since the Law Times commenced its labours. But there are many works, and those often the most truly important, which offer no field for extract, and of which it is difficult to say more than that they are so useful in design and so well executed, that every practitioner should place them in his library.

(a) This "poem" was as follows:—

"There was a little maid,
And she was afraid
Her sweetheart would come to her;
So she bound up her head
When she went to bed,
And she fastened her door with a skewer."

(b) Dibdin v. Bostock, 1 Esp. C. 29; Dibdin v. Swan, 1 Esp. 28; Thompson v. Shackell, 1 M. & M. 187; Green v. Chapman, 4 Bing. N. S. 92; 3 Scott, 340.

(c) Onslow v. Horne, 3 Wils. 177. The words were, "As to instructing our members to obtain redress, I am totally against that plan, for as to instructing Mr. Onslow, we might as well instruct the winds; and should he even promise his assistance, I should not expect him to give it us." See also Woodward v. Dowsing, 2 M. & R. 74; Reg. v. Collins, 9 C. & P. 456.

Mr. Petersdorff's Abridgment is one of these books, so perplexing to the reviewer. Its merit would deserve an eulogium of a dozen pages; yet we can do nothing more than simply set forth the particulars of its claims upon the patronage of the Profession and "bid them speak for us."

The original Abridgment by Mr. Petersdorff is well known. That learned and laborious work, embodying the substance of nearly 260 volumes, brought down the cases, rules, and statutes to Michaelmas Term, 1824. Since that time, the law has undergone many changes; scarcely has a single branch of it escaped the scrutiny of reformers; improvements have been effected by the processes both of modification and of restoration: novelties have been introduced, and in some cases there has been a wise return to ancient principles, which had been buried amid the load of decisions. A work which should collect in its comprehensive pages all these changes, that should shew the progress of recent decisions and exhibit the law precisely as it is, could not fail to be acceptable to the Profession. Mr. Petersdorff rightly observes that there is no publication "that comprises, under a connected but alphabetical arrangement, the Modern Law, as established by these changes." This difficult task he has successfully accomplished, and the plan he adopted is thus described in the preface:—

"A comprehensive consolidation of the whole of the modern cases, statutes, and rules of court, is now attempted to be given. The more effectually to execute this design, much time and labour have been devoted to arrange the materials according to a plan at once analytic and alphabetical. The following enumeration of the contents of the notes and references will shew the information sought to be furnished beyond the mere abridgment of the cases, statutes, and rules of court:—

"1. A reference to the different books in which the same case is reported.

"2. A reference to the cases in which the same point has been determined or affirmed.

"3. A reference to the cases or elementary writers in which the same rule or principle is recognised or adverted to.

"4. A reference to those cases which are at variance with the decision abridged, or to such as have expressly overruled it.

"5. A reference to the Acts of Parliament connected with each case.

"6. A series of notes, in which an attempt has been made to connect the cases with the present practice, and to explain the general effect; comprising such principles of the law as are not included within the general scope of the abridgment.

"An endeavour has been made to frame the abstract of the decisions on a plan simple and perspicuous. The reports themselves generally contain a copy of the pleadings, a full statement of all the facts, the arguments of counsel at length, and almost every sentence uttered by the several judges in pronouncing their opinions. In the present publication so much only of the pleadings, the facts, and the arguments of counsel, are introduced in a condensed form as may be necessary to connect the case with the decision. The judgments are compressed into one concise statement, including the most important observations, unless there is a difference of opinion on the Bench; in which case, the individual opinions are given seriatim."

A table of titles, with their subdivisions, and of the cases, is given with each volume. The notes are elaborate, and will greatly aid the inquirer. As a book of reference it will be invaluable, serving vastly to lighten the labour of research; and if they be kept noted up with the current of decisions, these volumes will certainly be the most frequently resorted to of any in the lawyer's library.

Time-Table Cards for the Use of Chambers and Offices. By Freelove Hammond, Esq. of the Inner Temple, Barrister-at-Law. London, 1844.

This is a very useful publication. Three cards, of convenient size for suspension against a wall, or for the desk or chimney-piece, present severally a Chancery Time-Table, a Common-Law Time-Table, and a Bankruptcy Time-Table—that is to say, a summary of the times within which the various processes in each class of courts are to be taken. The value of such a ready reference, ever before the eyes of the practitioner, and rendering a resort to books on every trifling occasion unnecessary, is so obvious, that we need do no more than inform our readers that such an acquisition is to be procured, at the very trifling price named in the advertisement, to which they are referred for further particulars.

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
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Public Sales.

By Messrs. SHUTTLEWORTH and SONS, at the Mart.

A freehold dwelling-house, situated No. 1, Winchester-row, containing eight rooms, with a small yard behind, and a good garden in front; let on lease for a term, of which 3½ years will be unexpired at Midsummer, 1844, at a net rent of 40*l*. per ann.—1,030*l*.

A freehold dwelling-house, situated No. 2, Winchester-row, adjoining preceding, and containing similar accommodations; let on lease for a term, of which 7 years will be unexpired at Midsummer, 1844, at a net rent of 32*l*. per ann.—910*l*.

A substantial dwelling-house, eligibly situated No. 6, Little Friday-street, Cheapside, in the occupation of a highly respectable tenant, from year to year, expiring at Christmas next, at a low rent fixed many years ago, of 40*l*. per ann.—620*l*.

By Mr. GEORGE ROBINS, at the Mart.

A freehold estate at Streatham, consisting of Hill House mansion, in the centre of extensive gardens, lawn, and pleasure-grounds, and a prettily wooded park, together with sites for a building operation. The mansion is adapted to a merchant of high standing; the estate extends to 14 acres of rich pasture, including the grounds around it—6,600 gs.

A freehold property at Pinner, near Harrow-on-the-Hill, Middlesex, comprising 5 a. 1 r. 26 p. of meadow-land, eligible for building-ground, tithe-free, and exonerated from the land-tax; divided into six plots as follows, viz.:—

A piece of meadow land, being part of Payne's-lane Field, containing 3 r. 38 p. with a frontage to the road of 150 feet, by a depth of 318 feet—100 gs.

A piece of meadow land adjoining containing 1 a. 0 r. 5 p.; frontage 152 feet, depth 333 feet—95 gs.

A ditto adjoining, containing 1 a. 0 r. 6 p.; frontage 152 feet; depth 332 feet—90 gs.

A ditto, containing 1 r. 30 p. frontage 60 feet, depth 319 feet—45 gs.

A ditto adjoining, containing 2 r. 26 p.—65 gs.

Four cottages with gardens, let at 28*l*. per annum, and a piece of meadow land near the above, containing 1a. 1r. 1p. frontage 184 feet, depth 258 feet—335 gs.

A residence, No. 1 of the Munster Villas, Munster-road, Fulham, let at 60*l*. per annum, held for 75 years from June, 1813, at a ground-rent of 12*l*. per annum—540 gs.

A ditto, No. 2, let at 55*l*. held for the same term at 10*l*. a year ground-rent—515 gs.

A ditto, No. 3, ditto—515 gs.

A ditto, No. 4, having the advantage of a double garden, let at 70*l*. per annum, held for the same term at 12*l*. per annum—640 gs.

A plot of building-ground adjoining, having a frontage of 60 feet, by a depth of 102 feet, held for the same term at 10*l*. per annum—45 gs.

A similar spot of building-ground—40 gs.

A clear rental of 97*l*. 10s. a year, secured upon a residence being No. 35, Bedford place, Russell-square, with coach-house and stabling, let on lease at 150*l*. a year: held for 27 years, at a ground-rent of 50 guineas a year—920 gs.

A freehold farm, comprising 220a. 1r. 17p. of land, situate in the parishes of Otten Belchamp and Walter Belchamp, in Essex, on the borders of Suffolk, with farmhouse and suitable buildings, on lease till Michaelmas 1846, at 320*l*. per annum—7,900 gs.

A copyhold property in the High-street of the town of Rickmansworth, Herts, comprising five cottages and a chapel: the frontage is 96 feet by a depth of 250 feet, containing 2r. 27p.; quit-rent, 7s. 6d.; land-tax, 2*l*. 18s. 10½d.—920 gs.

Two houses in the High-street of the same town; frontage 29 feet, depth 100 feet; land-tax, 9s. 1d.; quit-rent, 8d.; heriot, 2s. 6d. only, on death—180 gs.

Two ditto with gardens behind; frontage 29 feet, depth 100 feet; quit-rent, 10d.; land-tax, 9s. 1d.—110 gs.

A ground-rent of 60 guineas arising from 16 houses, known as the Spa Cottages, situate near the New River Head; also a residence, No. 6, Lloyd's-row, with the once highly-famed Islington Spa; and two Spa cottages close by, at the annual value of 102*l*. 10s. including the Spa; the whole of the property is held for 70½ years from September 1839, at the yearly rent of 63*l*.—1,180 gs.

A freehold house, situate No. 65, Hatton-garden, let at 65*l*. per annum—1,130 gs.

A ditto, No. 66, ditto—1,090 gs.

A ditto, producing 81*l*. 10s. a year, adjoining the preceding lot, being No. 5—480 gs.

By Messrs. MUSGROVE and GADSDEN.

The life interest of a gentleman, aged 78, in one-fourth part of certain freehold estates in the counties of Warwick and Stafford, which fourth part produces 119*l*. per annum—550*l*.

The life interest of the same gentleman in one-eighth share of the annual produce of sundry leasehold estates in the county of Middlesex, amounting to 90*l*. per annum—400*l*.

A copyhold house, with garden, and a plot of ground in the rear, No. 13, Montpellier-row, Twickenham—315*l*.

By Mr. SINGLE.

A freehold estate in South Devon, called Knap; it contains valuable meadow, pasture, arable, and wood land, abounding with timber, principally oak of considerable size and luxuriant growth, and contains upwards of 400 acres; a farm-house with suitable outbuildings, and two labourers' cottages, lying in a ring fence, and has a considerable frontage to the turnpike-road from Honiton to Sidmouth—5,320*l*.

By Mr. DEACON.

A residence, No. 87, High-street, Marylebone, and four cottages at the back; held for 34 years from July, 1823, at 7*l*. per annum—596*l*.

A residence, No. 33, Fitzroy-square, with coach-house and stabling: held for 99 years from September, 1787; at a ground-rent of 31*l*. 10s. per annum—806*l*.

By Messrs. WINSTANLEY, at the Mart.

The perpetual advowson, with the next presentation to the living of Hedgerley, Bucks, with parsonage-house, garden, and paddock, in all three acres; the present incumbent is in his 72nd year—1,580*l*.

By Mr. D. S. BAKER.

A superior cottage residence, No. 26, Barnsbury-park, Islington, let at 52*l*. 10s.; held for 65 years from Christmas last, at 10*l*. per annum—555*l*.

A cottage residence, No. 24, Upper Park-street, Islington, let at 28*l*. per annum; held for 65 years from Christmas, 1843, at a ground-rent of 3*l*. per annum—275 guineas.

A house, No. 1, Clarence-terrace, Albany-road, Barnsbury-park, Islington, let at 22*l*. per annum; a lease will be granted for 97 years, at a ground-rent of 6*l*. per annum—150*l*.

Two ditto, Nos. 2 and 3, ditto—280*l*.
A ditto, No. 4—140*l*.
Two ditto, Nos. 5 and 6—275*l*.
A ditto, No. 7—140*l*.
Two ditto, Nos. 8 and 9—290*l*.
Two ditto, Nos. 10 and 11—285*l*.

By Mr. G. WISBY, at Garraway's.

The lease of tha Bunch of Grapes, wine and spirit establishment, the corner of Gower-street and Earl-street, Seven Dials; held for 15½ years, at 84*l*. per annum—500*l*.

By Mr. FAITHFULL.

She lease of the Green Man and Still, wine vaults, situate No. 173, Whitecross-street, St. Luke's; held for 28 years from Christmas, 1828, at the rent of 36*l*. per annum—210*l*.

By Messrs. FAREBROTHER, CLARK, and LYE, at Garraway's.

A freehold estate, consisting of a detached family residence, in the Grove, Upper Clapton, with offices, coach-house, and stabling, lawns, plantations, fish-pond, hot and green houses, &c.; the whole about two acres; the land-tax is redeemed—2,300*l*.

Ten freehold residences, built in pairs, situate in Stamford-grove East; sold in lots as follows:—

A residence, No. 1, with walled back garden, and small front garden, let at 30*l*. per annum—400*l*.

A ditto, No. 2—400*l*. A ditto, No. 3—370*l*.
A ditto, No. 4—355*l*. A ditto, No. 5—365*l*.
A ditto, No. 6—360*l*. A ditto, No. 7—365*l*.
A ditto, No. 8—405*l*. A ditto, No. 9—390*l*.
A ditto, No. 10—455*l*.

A leasehold estate, consisting of a detached villa residence with offices, an enclosed carriage-yard, with chaise-house and stable, a garden and lawn: the whole about one acre, let at 110*l*. per annum. Also the residence adjoining, let at 45*l*. situate near the preceding lots, held for 60 years, at 84*l*. per annum—845*l*.

By Mr. LAHEE and SON, at the MART.

A copyhold estate, consisting of a mansion known as Fairlawn house, Acton-green, between Turnham-green and Acton, with gardens, pleasure-grounds, and meadow-land, in all from eight to nine acres. The out-buildings comprise a double coach-house, an eight-stall stable and harness-room, cow-house, three poultry houses, bake house, &c. lodge entrance, with two rooms; subject to quit-rents of 7s. 6d. and a fine of 7s. 4d. on alienation or death—3,780*l*.

Two freehold cottages in Gunnersbury-lane, Acton; one let at 24*l*. per annum, the other for 16*l*. per annum—450*l*.

The ground-lease, 66 years unexpired, at a ground-rent of 40*l*. per annum, of No. 11, Eaton-place, Belgrave-square—3,800*l*.

By Mr. LEIFCHILD, at Garraway's.

A freehold estate, consisting of a gentlemanly villa residence, in complete order and repair, called Port Hill House, in the county of Herts, the whole surrounded by pleasure-grounds, gardens, stabling, and out-buildings, containing in the whole 2a. 2r.; land-tax, 15s.; the timber and fixtures at a valuation—1,790*l*.

A freehold family house, in the county of Herts, with attached and detached offices, pleasure-grounds, garden, shrubbery, walks, and plantations—1,020*l*.

A freehold house and premises in Hertford, let at 16*l*. per annum—220*l*.

Two cottages situate in Hertford, let at 11*l*. 10s. per annum each—300*l*.

Two ditto—295*l*.
Two ditto—315*l*.
Two ditto—320*l*.

By Messrs. BEADEL and FOULKES, at the Mart.

Two houses, Nos. 4 and 5, in Little George-street, Bethnal-green, held for 99 years from October, 1755, at a ground-rent of 10*l*. per annum—70*l*.

A house, No. 3, in Blackbird-alley, held for 80 years from Christmas, 1786, at a ground-rent of 4*l*. per annum—10*l*.

A freehold house, No. 89, Great Manchester-street, on the north side of the railway—95*l*.

Six houses, Nos. 2 to 6, Dodd's-place, Bethnal-green, held for 59 years from the Feast of John the Baptist, at a yearly ground-rent of 8*l*. 16s. 6d.—209*l*.

Five freehold houses in Anne-street—290*l*.

A triangular plot of freehold ground, with a frontage of 43 feet to Anne-street—75*l*.

Two freehold houses in Charles-street, being Nos. 7 and 8—165*l*.

A freehold water-mill and premises in Marsh Gate-lane, Stratford, in the parish of West Ham—1,100*l*.

A freehold windmill, known as Napli's Mill, together with a miller's cottage, stable, and small piece of land—[illegible]*l*.

The freehold premises near the preceding lot, formerly occupied by Messrs. Howard and Gibson, as chemical works, with dwelling-house, garden, and yard, factory, workshops, and a piece of land—[illegible]*l*.

A piece of freehold building-land, near Tyas Hall, Ilford—105*l*.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.

HOUSE of LORDS by HENRY R. DEARSLY, Esq., of the Middle Temple, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by [illegible] Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by J. MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BARINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for such are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Wednesday, May 8.

WILSON *v.* WILSON.

Practice—Conflicting jurisdiction—Injunction to restrain proceeding in Ecclesiastical Court.

Lloyd moved for leave to give notice of a motion for an injunction to restrain a defendant in the Ecclesiastical Court from taking means to compel the plaintiff to this suit to file her libel in the Spiritual Court. The siut was instituted for nullity of marriage, and the libel, if filed, would affect the questions at issue in this suit. The next court-day in the Ecclesiastical Court would be on the 14th instant, and none of the Courts of Chancery would sit until after that day. The Vice-Chancellor of England, in whose court the cause is, had given leave to make the motion on a certain day, but had stated that he should not then be in town.

The LORD CHANCELLOR.—Order that the motion may be heard before Vice-Chancellor Knight Bruce.

Wednesday, May 22.

BARNSLEY CANAL COMPANY *v.* TWIBELL.

Construction—Private Act of Parliament—Compensation for injury in constructing works.

This was an appeal from an order of the Master of the Rolls dissolving an injunction, by which the defendant had been restrained from taking the necessary steps under the Barnsley Canal Act (33 Geo. 3, c. 110), to have his compensation for injury done by the canal assessed by a jury. The case turned upon

certain clauses in the Canal Act, which directed that if in the working of mines an approach shall be made to the canal as to endanger it, the company may be at liberty to purchase so much of the coal as they might think necessary to be left for the safety of the canal; and in the same way the "owner or worker" of mines might compel the canal company to buy so much of the coal adjoining the canal as should be sufficient to prevent an irruption of water into the mines. The canal company had settled with Mr. Beaumont, the owner of certain coal-mines, and paid him 200*l.* an acre for the coal lying by the side of the canal to the width of eight yards, which was the exact sum per acre the defendant, the lessee and worker of the mines, had agreed to pay to Mr. Beaumont as rent.

Tinney and *Daniell* contended, that the Act having directed the "owner or worker" to be paid for the coal, did not authorize both to demand compensation for damage done by the canal.

Wakefield and *Glasse*, contrà.

The LORD CHANCELLOR.—The interest of the worker of the coal is to be satisfied for the value of the coal after the expenses of working it had been deducted. Mr. Beaumont might have worked his own colliery, and so got the working profit besides the value of the coal to let. The right of the owner is to the value of the coal as it stands, and he may either take it and have the collier's profit, or let it to others. Is this Act to deprive the owner of his power to let his colliery? —— *Order affirmed.*

Saturday, May 25.

DREVER *v.* MAWDESLEY.

Liability of receiver for a banking account—Bankruptcy of bankers.

JUDGMENT.

The LORD CHANCELLOR.—I have looked at the banker's books, numbers 7, 8, and 9, and I find that the defendant, the receiver, did derive a profit from the banking balance. The money was paid into the tithe account, and in an ordinary case the receiver could not be called upon to bear any part of the loss sustained by the bankruptcy of the bankers. The tenth account was not passed at the time of the banker's bankruptcy, but in the others the receiver was very much in default. The three first-mentioned of the books produced shew that he had a regular credit for, and drew out the exact amount of the interest on the deposit, which he appropriated to himself. Having derived a profit from the banking account, he made the bankers' his, and must, therefore, take the chance of loss by their failure. The decision of the Vice-Chancellor is right, but it is a hard case, as the receiver had no salary, and I shall give no costs against him. The plaintiff's costs will be costs in the cause.

Re DYCE SOMBRE, a Lunatic.

Practice in lunacy: allowance to lunatic petitioning to supersede the commission.

In this case the Lord Chancellor having refused to entertain Mr. Dyce Sombre's petition to supersede the commission until he should come within the jurisdiction of the Court, it had been arranged under the Chancellor's sanction, that he should be allowed to come to this country without personal restraint or molestation, unless by the express order of the Chancellor.

Walpole stated, that Mr. Sombre had come to Boulogne on his way to England, where his funds had become exhausted, and asked an order on the committee of the estate to remit him money.

Lloyd, for the committee offered no objection.

The LORD CHANCELLOR.—Let 100*l.* be sent.

Lloyd also, on behalf of the committee of the estate, asked his lordship's directions as to continuing the payment of certain pensions in India, which had always been made by Mr. Sombre; they are mere bounties, but the parties receiving them relied on their permanence.

The LORD CHANCELLOR.—I will hear the case as soon as possible. I shall leave these payments to the discretion of the committee of the estate; but there should be no unnecessary expense.

Re ——— a Lunatic.

Practice in Lunacy—Sale of parts of the estate.

Lowndes supported a petition by the committee of the estate, for an order to sell certain canal shares, the property of the lunatic, which are now at a premium, but, as appeared by the affidavits of local surveyors, are not likely to improve in value.

The LORD CHANCELLOR.—The sale cannot take place without a reference to the Commissioner to inquire whether it is for the lunatic's benefit that these shares should be sold.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Friday, March 29.

WARD *v.* TRATHER.

Ex parte BAILEY.

Discharge of a purchaser under a decree for a sale after acceptance of title—Defective abstract—Error in title—Costs.

Under a decree in a creditor's suit for the sale of real estates devised by will, the petitioners as purchasers accepted the title to the entirety of an estate to which it was supposed the testator was entitled by survivorship, he having at one time held it as joint tenant with another person. And accordingly, in May, 1841, the petitioners, under the usual order, paid their purchase-money into Court, which was accordingly invested. In the month of July following, the petitioners for the first time received notice from the defendant's solicitors, that a severance of the joint tenancy had been effected between the testator and his joint tenant, by means of a certain deed executed in 1789, which had not been abstracted, and which, if valid, would have destroyed the testator's right to more than one moiety of the property. Notice of this objection was immediately given to the plaintiff, who returned for answer, that in consequence of the discovery he could not press the completion of the purchase just then. The objection was not, however, removed, but notice to complete the purchase was served by the plaintiff's solicitors upon the petitioners in January, 1842. This was met by the petitioners with a counter notice, requiring them to make out a title to the entirety of the property, the objection to the title was not removed, but in July, 1843, the plaintiff gave notice to the petitioners, that he was about to enforce the completion of the contract, when the purchasers petitioned the Court to be discharged from their purchase, and to be paid the costs occasioned thereby, but without prejudice as to how the costs are ultimately to be dealt with. Held, that they had a right to be discharged from the purchase, and to their costs, but without prejudice.

The petitioners, Richard Bailey and William Bailey, were purchasers of certain property that had been sold under a decree in the above-mentioned suit, and the present application was, that they might be discharged from their purchase, and the purchase-money, which had been paid into court and invested, might be transferred and paid to the petitioners, together with the costs of and incident to the purchase and the investigation of the title.

The suit was commenced in 1832, by a specialty creditor of the testator, John Trather, for the payment of his debt, and for the administration of his property in the usual manner. By an order made in July, 1834, it was referred to the Master to sell the testator's estates therein mentioned, as the devised estates, which also included the estates in question. They were accordingly put up for sale on the 29th day of March, 1836, and were purchased by the petitioners for the sum of 1,055*l.* The Master, by his report on the 10th August following, declared them to be the purchasers for the above sum. This report was duly confirmed on the 2nd day of November following. Soon after this, the plaintiff's solicitors delivered an abstract of title to the solicitors of the petitioners, and, so far as it appeared upon the face of that abstract, the testator and one W. B——, in 1789, became seised in fee-simple as joint tenants of the property in dispute, and that W. B. had died in the lifetime of the testator; so that, from any thing appearing upon the abstract, no severance had taken place during the lifetime of W. B.; but that the testator was entitled to the whole by survivorship. Under this impression, therefore, the petitioners accepted the title. Accordingly, on the 5th May, 1841, in pursuance of an order in that behalf, the petitioners paid their purchase-money into court, and the same was duly invested; but, on the 8th July, 1841, the petitioners were served with a notice from the solicitor of the defendants, to the effect that, by indentures of lease and release, dated 1st and 2nd October, 1789, a severance of the joint tenancy had been effected, and that the testator was, in consequence, entitled to only one moiety of the premises at the time of his death. The petitioners, therefore, objected to the latter, and immediately gave notice to the plaintiff of such objection. This gave rise to the correspondence already mentioned, which ended in the present application to the Court.

Stuart and *Spurrier*, in support of the petition.

Wilcock, for the plaintiff.

In opposition to the petition were two affidavits, one of the plaintiff's solicitor, and the other of William Ward, the executor of John Ward: the contents of which affidavits, together with the arguments of counsel, are referred to in the Vice-Chancellor's judgment.

His Honour, the VICE-CHANCELLOR, thought that, looking at the evidence as it then stood, the petitioners ought to be discharged from their contract. That although the error was mutual, so far as this, that neither the plaintiff nor the petitioners knew of the existence of the deed severing the joint tenancy, yet, in no other respect, was there a community of error between the parties, for an abstract had been delivered to the petitioners which was silent as to the deed in question. That the affidavit of the plaintiff's solicitor, stating the removal of the seals, was *primâ facie* an admission that seals had formerly been affixed to the deed, and that consequently the title to the entirety was not good. His Honour was moreover of opinion that the petitioners had not been fairly dealt with, or as purchasers ought to have been, and that they must therefore be discharged from their purchase, and have the costs occasioned by the sale

paid to them; but reserving the question as to the manner in which those costs are ultimately to be paid.

Ordered as prayed, without prejudice as to how the costs are ultimately to be dealt with.

Monday, April 22.

Ex parte PARK.

Will—Partial revocation—Testamentary guardianship. A testator had by his will appointed his wife and the trustees and executors thereof to be also guardians of his children. He afterwards makes a codicil thereto, whereby revoking the appointment of three of the trustees and executors as trustees and executors, he appointed two others in their stead to act as trustees and executors, with the one retained. Held, that this did not affect the guardianship, but that the removed trustees and executors remained guardians to the children nevertheless.

This was a question arising out of the will and codicils of a Mr. J. Park, who, by his last will and testament, bearing date 13th March, 1829, after giving his property to G. S. Petty, C. Kennedy, G. Huddlestone, and J. Park, executors thereof, upon certain trusts, directs as follows:—"I give the guardianship and tuition of all my children to my wife and my trustees, the said G. S. Petty, C. Kennedy, G. Huddlestone, and J. Park, who are to educate them suitably to their property or estate." The testator made a codicil, bearing date March 2, 1841, in which he says, "Whereas I, the undersigned J. Park, in and by my last will, bearing date the 13th day of March, 1829, have appointed G. S. Petty, C. Kennedy, G. Huddlestone, and J. Park, trustees and executors thereof, now I do hereby revoke such appointment, so far as regards C. Kennedy, G. Huddlestone, and J. Park, and in lieu of the said C. Kennedy, G. Huddlestone, and J. Park, have and do hereby appoint George Mason and John Slater, their heirs, executors, and administrators, to act as *trustees and executors* of the said will and codicil thereto, along with the said G. S. Petty, in the same manner and with the same power as if they, the said G. Mason and J. Slater, had been originally appointed trustees and executors of my said will and codicil."

The question now raised was, whether the codicil which revoked the appointment of Kennedy, Huddlestone, and Park, as trustees and executors, amounted also to an implied revocation of their appointment as guardians.

A petition was presented on behalf of the testator's infant children, that the Court might declare who were guardians.

Walker and *Stinton*, for C. Kennedy, Huddlestone, and J. Park, urged that the guardianship was incident to their characters as trustees of the property, and but for the property, they would not have been appointed guardians; for where a legacy is given to an executor *quâ* executor, and he either refuses to act or the office does not continue, he will not be entitled to the legacy.

Cases cited: *Roach* v. *Haynes* (8 Ves. 593); *Henfrey* v. *Henfrey* (2 Curt. 468); *Ravens* v. *Taylor* (4 Beavan, 425).

The VICE-CHANCELLOR.—The testator's intention is clear, and I must decide according to that intention. In the first place, he appoints his trustees; then, in a separate clause, he appoints his wife and trustees as guardians of his infant children. He then appoints Petty, Kennedy, Huddlestone, and Park executors. The testator, in his codicil, refers to their appointment as executors, and then by that instrument revoked such appointment so far as regarded C. Kennedy, G. Huddlestone, and J. Park, and in lieu of the said C. Kennedy, G. Huddlestone, and J. Park, thereby appointed George Mason and J. Slater their heirs, executors, and administrators, to act as trustees and executor of the said will and codicil. These parties must therefore remain guardians, for it is plain that the testator did not intend to revoke the guardianship.

ROLLS COURT.

Wednesday, May 22.

BRIDSON v. M'ALPINE.

Injunction—Infringement of a patent.

The specification should distinctly state the principle, as well as the mode of bringing it into operation. If the principle claimed be not clearly stated, but is only to be made out by construction, by comparing the several clauses of the specification, an injunction will not be granted, but the defendant will only be put upon terms as to keeping accounts, &c. till the validity of the patent is tried at law.

In May 1838 the plaintiff took out a patent for an improvement in machinery for stretching, drying, and finishing muslins. Prior to the date of the patent, the mode of finishing was by attaching the selvidges of the muslin to two pieces of wood, called stenters, which were moved by the hand in opposite directions, like parallel rulers, so as to give a "diagonal motion" to the muslin; and the object was to remove the starch used in the manufacture from the interstices of the muslin, and also to prevent the adjacent threads from adhering, and so to give the muslin a finished glossy appearance. The plaintiff, adopting the stretching apparatus, invented a method of communicating to it by machinery the "vibratory" motion which had been previously produced by the hand. In his specification, however, he only claimed an improvement in machinery for stretching, &c.; but in a sort of notice or advertisement at the end of the specification, he added that there were many ways of giving vibratory motion for the purposes aforesaid, and that he claimed all such. The question was, whether he had sufficiently stated a principle as well as a mode of carrying it out, so as to entitle him to an injunction against the defendant, who had invented another and quite different mode of giving the vibratory motion to the "stenters" by machinery, which the plaintiff claimed as the principle of his patent.

Kindersley, *Turner*, and *Bacon*, for the plaintiff.

Roupell and *Wilcock*, for the defendant.

The following cases were cited: *Minter* v. *Wells* (1 Cr. M. & R. 405); *Bloxham* v. *Elsee* (6 B. & Cr. 169); *Durergier* v. *Fellows* (10 B. & Cr. 826); Web. P. C. 342, *n.*

The MASTER of the ROLLS was of opinion that the specification nowhere contained any *express* claim of a principle; but that, coupling the notice at the end with the other clauses, it might possibly be inferred that the principle of the finishing process—*i. e.* the communication of the vibratory motion to the stenters by machinery—was claimed. This conclusion, however, was only to be arrived at by construction; and he was therefore unwilling to grant an injunction, if, pending the trial at law, which at all events was necessary, the defendant would enter into the usual undertaking to keep accounts, &c. &c. Accordingly,

Friday, May 24,

the defendant having agreed to do so, arrangements were made to have the validity of the patent tried at law.

Thursday, May 30.

——— v. ———

Motion to extend the common injunction.

If, after an answer is reported insufficient, the plaintiff obtain an order (not stating it to be "without prejudice") to amend, and that the defendant answer, &c., and then on the same day obtain the common injunction, the latter is not dropped because of the former.

On the [illegible] of April last, the defendant in this cause put in an answer which on the 25th of May the Master reported to be insufficient; and on the same 25th of May the plaintiff obtained an order to amend, and that the defendant should answer the amended bill and exceptions together, but did not state that it should be "without prejudice." On the same day, also, the plaintiff obtained the common injunction, and having now moved to extend it, he was met by the objections—1st, that the common injunction was at an end by reason of the order; and, 2ndly, that by the 2nd order of 9th of May, 1839, there should have been in the order an undertaking to amend within one week.

The following cases were cited: *Stratford* v. *Lewis* and *Stratford* v. *Cooke*, 22nd of May, 1844, before the Vice-Chancellor of England (not reported); *Adney* v. *Flood* (1 Mad. 449); *Dipper* v. *Durant* (3 Mer. 465); *Ferrand* v. *Hamer* (4 Myl. & Cr. 143); *Simes* v. *Duff* (8 Sim. 270); Newland Pract. 335.

Kindersley and *Hallett*, for the motion.

Turner, contrà.

The MASTER of the ROLLS was of opinion, that as the Vice-Chancellor of England had decided in favour of the motion under exactly the same circumstances, he must do so too, unless he was satisfied there was manifest error. The common injunction must therefore stand, and the motion to extend it must be granted.

LAWRENCE v. BYGRAVE.

16th Order.

If a plaintiff, who, though a solicitor, is not the solicitor for the plaintiffs named on the record, join with the other plaintiffs, representing himself to be their solicitor in obtaining an order on petition to take a defendant's answer without oath, the order will be discharged for irregularity on the application of the party consenting to the order, but with costs as against him.

In this case a Mr. Harrison was solicitor for the plaintiffs entered on the record; and the other plaintiffs having joined with Mr. Wm. Lawrence, who represented himself as acting as solicitor for himself and the other plaintiffs, obtained an order, upon petition, to take the answer of one of the defendants without oath, the petition being signed by Lawrence on behalf of himself and the others. It being found that the order was not such as the plaintiffs wished to abide by, it was now sought to set it aside for irregularity, since, according to the 16th of the late orders, Mr. Harrison alone was to be considered the plaintiffs' solicitor for every such purpose, and no other could be recognized till notice of order for a change was served on the other side; and the motion was resisted on the ground that the applicant was a consenting party, and now wished to draw back.

Shebbeare, for the motion.

Turner, contrà.

The MASTER of the ROLLS thought the 16th order imperative, and that the motion must be discharged, but as Mr. Lawrence was the cause of all the difficulty, the applicant must pay the costs. The defendants were not to suffer. A new order to answer without oath must be by special application.

VICE-CHANCELLOR WIGRAM'S COURT.

Wednesday, May 29.

CRAMER v. HOSKINS.

Where the donee of a power of appointment executed such power by will, and afterwards made unattested alterations in the will, with a view to revoke and re-appoint, and the whole will had been admitted to probate—Held, to be a valid execution of the power.

The question in this case was, whether a power of appointment had been properly executed, and what the effect of it was. By an indenture of settlement, on the marriage of Mary Ann Pennington, the sum of 2,000*l.* was assigned to trustees, upon trust, to pay the interest to Mrs. Pennington for life, and after her decease, for her children; and in default of children, upon trust for such person or persons, and for such uses, intents, and purposes, and under and subject to such conditions and limitations as she, by her last will and testament, in writing, in the presence of, and attested by, two or more credible witnesses, should direct, dispose of, limit, or appoint; and, in default of appointment, upon trust for her legal personal representative. Mrs. Pennington, being thus both the donor and the donee of the power, made her will, which was duly executed by two witnesses, in conformity with the power of appointment; but upon her decease, the will was found to be altered in several places, and the alterations to be unattested. The alterations were, the substitution of a bequest of 1,000*l.* for 2,000*l.* and the change of the word "two" into "one," wherever it stood in the will. The will was admitted to probate, and referred to this Court to say what the effect of it was. The contest, therefore, was between the appointees of the power and the persons who would take in default of appointment, under the ultimate remainder to the *legal personal representative*, which being in the *singular* number, gave rise to the question as to who would be entitled under that term, and to the consideration, whether such term comprehended words of *limitation* or of *purchase*.

Romilly, Q.C. and *Hall*, for the appointees.

K. Parker, Q. C., *Jenkins*, and *Gifford*, contrà.

Cases cited: *Kirke* v. *Kirke* (4 Russ. 435); *Onions* v. *Tyrer* (1 P. W. 343); *Hyde* v. *Mason* (8 Vin. Abrid. tit. Devise); *Ex parte The Earl of Ilchester* (7 Ves. 348); *Lock* v. *James* (11 M. & W. 901).

The VICE-CHANCELLOR.—His Honour was of opinion that the will was properly made in execution of the power of appointment; that the testatrix had reserved to herself no power of revocation, although she had attempted to revoke and reappoint by the alterations she had made, but in which, however, she had failed; and therefore the will, as proved, must operate as a good and valid execution of the power.

BROUGHTON v. BROUGHTON.

Practice—24th Order of August 1841.

His Honour stated in this case, that the practice of the Court was, that the copy of the bill served under the 24th order, must be stated by affidavit to be a true copy without setting forth the *mode* of its verification.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Re POSTLETHWAITE.

In this case, which was reported in the LAW TIMES, p. 102, *ante*, and was heard on the last day of last Term, we regret that the confusion of the last day of Term prevented our reporter from catching the exact judgment of the Court. From the peculiar nature of the case, we hope that Mr. Postlethwaite has sustained no injury from the error. The rule was *not* absolute to strike him off the rolls, but the matter was referred to the Master, in consequence of strong affidavits denying the charges against him.

Friday, May 24.

REG. v. WILLIAMS.

Costs of prosecution of indictment for nuisance.

Cole moved for a rule calling upon a gentleman of the name of Worthington to show cause why the side-bar rule in this case should not be discharged, or why the Master should not be directed, upon the taxation of costs on such rule, to allow to the said Worthington such costs only as he had really incurred in the prosecution of the said indictment. This was an indictment for a nuisance, which the defendant had removed by certiorari into the Court of Queen's Bench, and upon the trial a verdict was found against the defendant, who was thereupon sentenced to two months'

imprisonment. Upon a verdict being found against a defendant on such an indictment, a side-bar rule issues as a matter of course, under 5 & 6 W. & M. c. 11, s. 3, to tax the costs of the prosecution. But it was submitted, that although Worthington was the nominal prosecutor, he was not "the prosecutor and party grieved" within the meaning of that Act, inasmuch as he was only one of several who had subscribed together a sum of money for the purpose of conducting the prosecution, and was at any rate only entitled to so much of the costs as he had personally subscribed; citing *Rex* v. *Dricsnap* (1[illegible] East, 194); *Rex* v. *Cook* (1 Mo. & R. 526); *Rex* v. *Dewhurst* (5 B. & Ad. 405); *Reg.* v. —— (2 Q. B. 341).

The Court refused the rule in the alternative.

Rule nisi to set aside the side-bar rule.

Reg. v. Tollemach.

Mandamus to steward of manor to enter certificate of enfranchisement on the Court Rolls under 7 Wm. 4 & 1 Vict. c. 50, s. 3.

Bramwell showed cause against a rule calling on the defendant, who is the steward of the manor of Staines, to shew cause why a *mandamus* should not issue commanding him to enter on the court rolls of the said manor an order of the Poor Law Commissioners for the enfranchisement of a part of the said manor, under 7 Wm. 4 & 1 Vict. c. 50, s. 3. It appeared that the guardians of the Staines Union had made an arrangement for the purchase of certain lands, which are a part of the manor, and were thereupon conveyed to a Mr. Sullivan, in trust for the guardians, but it did not appear that the lord was aware that Mr. Sullivan was a trustee. Subsequently, the Poor Law Commissioners, under the 3rd section, had ascertained the difference between the value of the land as freehold and the same as copyhold, including all fines, heriots, &c. The guardians thereupon tendered that amount to the lord of the manor, who refused it, and they then obtained the certificate of the Poor Law Commissioners, that all the requisites of the Act of Parliament had been complied with, and this *mandamus* was obtained in order to compel the steward to enter that certificate on the rolls of the manor. It was submitted that the guardians were not in a situation to require the lord to register the certificate of enfranchisement until they had tendered such a fine as they would be called upon to pay upon their own admittance, and that the lord was justified in refusing the money, as the enfranchisement would otherwise have taken place immediately upon the payment of it. 2ndly, that the rule asked too much, as it required the defendants not only to make the entry, but also to give a certificate on parchment; and next, that the lord had not sufficient notice of the valuation to enable him to appeal against it.

Kelly, in support of the rule, was stopped by the Court.

The Court held it clear that the guardians were entitled to the *mandamus*, as the Act of Parliament gave the Poor Law Commissioners the power to purchase and enfranchise lands in this way without payment of the fine, which was to be calculated in the difference in value of such lands as of customary tenure, and the freehold or fee-simple thereof, and was therefore clearly included in the amount tendered by the guardians.

Rule absolute.

Branscomb v. Scarborough.
Same v. Heath.

A judge has jurisdiction to order proceedings in an action upon a replevin bond to be stayed, upon payment of the penalty of the bond and the costs of the action, inasmuch as such an order is not an order for relief under 11 Geo. 2, c. 19, s. 23, but an order for payment of all that can be recovered under the bond.

M. Smith moved to rescind a judge's order directing that, on payment of the penalty of a certain bond and of the costs of the trial thereon, all proceedings in the cause should be stayed. This was an action upon a replevin bond, and it was submitted that the learned judge had not power to make such an order; but that, under 11 Geo. 2, c. 19, s. 23, it was the Court only which had jurisdiction to make orders in actions on such bonds; and that, at any rate, the plaintiff was entitled to recover the costs of certain interlocutory proceedings connected with the action, the amount of which would far exceed the penalty of the bond; citing *Lord Lonsdale* v. *Church* (2 T. R. 388); *Wild* v. *Clankson* (6 T. R. 303); *Gore* v. *Wynne* (Moo. & Mal. 393); *Maclure* v. *Dunken* (1 East, 436); *Grant* v. *Grant* (3 Sim. 341, S. C. 3 Russ. 598); *Jeudwine* v. *Haggett* (3 Sim. 129); *Francis* v. *Wilson* (Ry. & Mo. 105); *Fetter* v. *Ardley* (3 C. & P. 12).

The Court held that the learned judge had jurisdiction to make the order in question, which was not an order for relief under the statute, but an order to stay proceedings on payment of the full penalty contained in the bond, which was all that the defendant could possibly be called upon to pay.

Rule refused.

Reg. v. Justices of Cheshire.

This was a rule calling on certain justices of Cheshire to shew cause why a *mandamus* should not issue, commanding them to appoint separate overseers for the township of Little Barrow, in that county. Upon the 20th of April last, cause had been shewn against the rule (3 Law T. 74), when it was referred to the Master to report, whether any instance could be found of the appointment of separate overseers for Little Barrow and Great Barrow.

Townsend now moved that the Master's report be read, at the same time, stating he had been informed that *Jervis* wished to be heard upon the report itself, but submitting that he had no right to be heard.

The Court held that he had no right to be heard, as they had referred the matter to the Master for their own satisfaction, and therefore neither party ought to be allowed to come in and deny the correctness of the report. The report was then read, and *Townsend* prayed that the rule might be discharged.

Rule discharged.

Davies v. Clarke.

Nonsuit—Ambiguity—Bill of Exchange.

Thesiger, S. G. shewed cause against a rule to set aside a nonsuit, and for a new trial. This was an action by the indorsee against the acceptor of a bill of exchange, and the declaration alleged, that one John Hart made his bill of exchange and directed the same to the defendant, who thereupon accepted it, and that Hart then indorsed to the plaintiff.

Plea denying the acceptance. The instrument when produced on the trial appeared to be in the following form:—

"£100 "March 8th, 1838.

"12 months after date pay to me or to my order the sum of £100, value received.

"To Mr. Jno. Hart. "Jno. Hart.

"Accepted, H. J. Clarke, payable at 319, Strand, London."

The learned judge at the trial considered there was a variance, and nonsuited the plaintiff. It was submitted that the learned judge was right in so doing, as this was not a bill of exchange, but a promissory note: citing, *Polhill* v. *Walter* (3 B. & Ad. 114); *Gray* v. *Milner* (3 B. Moore, 90).

Petersdorff, contra, submitted that this being an instrument in an ambiguous form, it was capable of being treated either as a bill of exchange or a promissory note, at the option of the holder: citing *Penny* v. *Innes* (1 C. M. & R. 439); *Jackson* v. *Hudson* (2 Camp. R. 447).

The Court held this instrument was [illegible] exchange, but a promissory note, as against the defendant, because there was no acceptance of the person to whom it was addressed, viz. John Hart; that at any rate it was addressed to another party than the defendant, and they could not consider him estopped by having put his name to an instrument which was not addressed to him.

Rule discharged.

Dixon v. Wing.

New trial—Evidence.

Baines and *Tomlinson* shewed cause against a rule to set aside the verdict for the plaintiff, and to enter a nonsuit, on the ground of want of stamp upon certain accounts; or for a new trial, upon the ground of the rejection of evidence. This was an action by a coach-proprietor against his co-proprietor for the amount of certain monthly balances of accounts. Upon the trial it appeared that up to the 5th of July, 1842, the plaintiff and another proprietor horsed the coach between them; that on that day, the latter sold a part of his interest to the defendant, upon certain terms contained in a written agreement of that date, which, although not seen by the plaintiff, was communicated to him, and on the terms of which the business was afterwards carried on. This was offered in evidence by the defendant, but the learned judge considered that as it could not bind the plaintiff, it was therefore inadmissible in evidence against him, and rejected it. Two other objections were raised, viz., first, that the accounts in question being made out by a settling clerk, authorized by both parties to do so, were in the nature of awards and required award stamps; and secondly, that the action was not maintainable, on the ground of its being an action at law by one partner against his co-partner before any final adjustment of the accounts. Cases cited: *Brierly* v. *Cripps* (7 C. & P. 709); *Fromont* v. *Coupland* (2 Bing. 170); *Carr* v. *Smith* (7 Jur. 600); *Sibray* v. *White* (1 M. & W. 435); *Rackstraw* v. *Imber* (Holt N. P. C. 368); *Wray* v. *Milestone* (5 M. & W. 21).

Hoggins, in support of the rule, was stopped by the Court on the first point.

The Court held that the agreement ought to have been received, as it probably contained the terms on which they agreed to carry on their business, and the authority by which the clerk made out the accounts.

Rule absolute.

See the case at Nisi Prius, 1 Law T. 647.

Saturday, May 25.

King v. Birch and Another, Assignees, &c.

In a feigned issue, the successful party is not entitled to take the money out of court after verdict, and before judgment signed. Quære, whether a bill of exceptions lies upon a feigned issue which is not directed for the purpose of informing the conscience of the Court?

Pashley shewed cause against a rule calling upon the plaintiff to shew cause why two sums of money paid into court in pursuance of a judge's order should not be paid out to the defendant.

Two actions had been brought by the plaintiff against the defendants, and certain sums of money paid into court in pursuance of a judge's order; and a feigned issue had thereupon been ordered, to ascertain whether or not there had been a trading, in which the plaintiff in the present action had been made defendant. The issue was tried at the sittings after Hilary Term 1843, and the jury found a verdict for the plaintiffs, the present defendants; but the present plaintiffs, the then defendants, tendered a bill of exceptions to the ruling of the learned judge, which had not yet been sealed, but was expected to be ready in a few days. There might be a doubt whether or not a writ of error would lie in such a case. It was submitted, however, that it would, as it was different from an issue directed by the Court to inform the conscience of the Court. But whether or not that was so, the rule could not be made absolute until judgment had been signed.

Humfrey, in support of the rule, contended that it was the regular practice in issues under the Interpleader Act, that as soon as ever the verdict is entered, the successful party applies to the Court for leave to take the money out of court, as in the present case; citing *Bland* v. *Delano* (6 Dowl. 293).

The Court held, that although such might be the usual practice if the point is not taken, yet that if it is taken, according to *Cooper* v. *Lead-smelting Company* (9 Bing. 634), it must prevail; and, therefore, they would enlarge the rule so as to give the plaintiff time to sign judgment, and the defendant opportunity of getting his bill of exceptions sealed by the learned judge who tried the cause, otherwise it would not operate as a stay of execution, if judgment should be signed before it was sealed.

Rule enlarged.

Ferguson v. Clayworth and Wife.

Arrest of judgment—Slander.

E. James moved for a rule to arrest the judgment given for the plaintiff. This was an action of slander brought by plaintiff for slanderous words spoken by the female defendant to one of the plaintiff's daughters. The words complained of were as follows:—"Mrs. Ferguson is a notorious thief, she has brought up her family to theft, and all crimes that are bad; the whole family are notorious thieves; another of her daughters robbed us a fortnight ago, and the father lives on the plunder." The objection was, that inasmuch as the slander ought to impute some crime that is punishable, there was no cause of action on the face of the declaration, as it imputed no crime to the father, who was the only plaintiff, unless it were the allegation that he participated in the theft, knowing it to have been committed; citing *Slowman* v. *Dutton* (10 Bing. 402); *Tomlinson* v. *Brittlebank* (4 B. & Ad. 630); *Esdaile* v. *Russell* (12 L. J. C. P. 4).

The Court held it actionable on the part of the father to say that "the whole family were thieves," particularly as it appeared that the family only consisted of the plaintiff, his wife, and daughters.

Rule refused.

Herbert v. Sayer.

Amendment of record.

Atkinson moved for a rule calling on the defendant to shew cause why the judgment in this case should not be amended by inserting on the record an order of Williams, J., enabling the defendant to withdraw the first five pleas to the declaration, and for leave for the plaintiff to enter a *retraxit* in pursuance of that order. This was an action brought by the indorsee against the acceptor of a bill of exchange, to which the defendant pleaded seven pleas, the first five containing issues in fact, the 6th and 7th containing issues in law. The 6th plea referred in general terms to the 4th, referring to, but not setting out, an agreement contained in that plea. In making up the demurrer-books on the 6th plea, it was requisite to set out the 4th plea for the purpose of making the 6th intelligible. Upon the argument on the demurrer to the 6th plea, this Court gave judgment for the defendant, who thereupon took out a summons to withdraw the first five pleas. An order of *Williams*, J. was thereupon made to that effect, costs were taxed, and a sum awarded in favour of the defendant, and an action for the amount commenced in the Court of Common Pleas. Upon the demurrer to the 7th plea, this Court gave judgment for the plaintiff. A writ of error having been brought upon the judgment of this Court, upon the 6th plea, the Exchequer Chamber reversed that judgment, and gave judgment for the plaintiff, who thereupon applied to sign judgment and issue execution thereon, but was informed that he could not do so, as there was an issue in fact still remaining undisposed of upon the record. It was submitted that the defendant himself having withdrawn the 4th plea, although the plaintiff had re-entered it for the purpose

of explaining the 6th plea, he ought not to be prejudiced by so doing, as it was a mere transcript of the demurrer-book, in which that plea had been entered, not as a separate issue, but merely to render the 6th plea intelligible.

The COURT held, there could be no entry of the judge's order on the record, suggesting that the proper course to adopt would have been to have moulded the plea itself, by putting in a part of the 4th plea, so as to make the 6th intelligible; but not having done so, but left an issue of a fact upon the record, going to the whole cause of action, that must be disposed of before the plaintiff could have judgment.

Rule refused.

Monday, May 27.

WAKEFIELD v. NEWBON.

(Argued April 15.)

An action for money had and received will lie to recover back money which a mortgagor has paid to the solicitor of a mortgagee, in respect of charges for work done by the defendant for the plaintiff, in consequence of the relation of mortgagor and mortgagee, and which the plaintiff has paid under protest, on the defendant's refusal to give up the title-deeds upon the repayment of the mortgage-money, and the reconveyance of the estate.

Knowles and *Miller* shewed cause against a rule to set aside the verdict for the plaintiff, and enter a nonsuit, or to reduce the damages.

This was an action for money had and received, to recover back from the defendant, who was the solicitor to the mortgagee of certain property mortgaged by the plaintiff, certain sums of money which the plaintiff had been compelled to pay the defendant, in order to get the morgage-deeds back, upon the mortgage-money being paid off, and the estate reconveyed. The verdict had been given for the whole of the money which had been paid. One of the charges in the defendant's bill was a charge for the reconveyance of the property; but the remaining part consisted of items arising from the relation of mortgagor and mortgagee, and the defendant had refused to deliver up the deeds until the whole amount was paid.

It was submitted, that he had no right to detain them upon any such ground, and therefore the action for money had and received was maintainable in the same manner as where money is obtained by duress of goods; that the plaintiff was at any rate entitled to keep his verdict for the sum of 6*l.* 11s. 10d. the amount of the difference between the [illegible] which the defendant might possibly have a right to charge, and the other sums which he had compelled the plaintiff to pay; and that a nonsuit could not therefore be entered even if the damages were reduced.

Platt, in support of the rule.

Cases cited: *Hollis* v. *Claridge* (4 Taunt. 807); *Parker* v. *Great Western Railway Company* (13 L. J. C. P.); *Skeate* v. *Beale* (3 P. & D. 597); *Ashmole* v. *Wainwright* (2 Q. B.; S. C. 11 L. J. Q. B.).

The COURT held that the case of *Hollis* v. *Claridge* (4 Taunt. 807) decided that a mortgagee, by handing over a mortgage-deed to his attorney, did not thereby create any new lien on them in favour of his attorney; that *Parker* v. *Great Western Railway Company* (13 L. J. C. P.) had established, that money obtained by duress of goods might be recovered in an action for money had and received by the person on whom the duress was exercised, which was wholly different from the case where parties come to a settlement, in consequence of which one of them erroneously pays money without being liable to pay it. That the payment in the present instance was not voluntary, but made under protest, and therefore there was sufficient privity between the parties to maintain the action, because there is always a privity in law, and an implied promise thereby created, in every case in which the plaintiff is forced to pay money to get back property that is wrongfully withheld from him.

Rule discharged.

FIFE v. BOUSFIELD.

(Argued April 22, *antè*, p. 53.)

Penal action—Venue.

This was an action brought by the party aggrieved for the recovery of the penalty imposed by the 1st Phil. & M. c. 12, for taking more than fourpence for one whole distress. The plaintiff obtained the verdict; and a motion to arrest the judgment had been made, on the ground that the venue had been laid in Surrey, although the distress appeared to have been made, and actually was made, in Middlesex; and by 18 Eliz. c. 5, and 21 James, c. 4, the venue ought to be laid in the county wherein the offence was committed.

The COURT now discharged the rule, on the ground that neither of the statutes applied to a party aggrieved, but only to actions brought by common informers.

Rule discharged.

MARRIOTT v. MACAULAY.

(Argued May 3, *antè*, p. 100.)

This was an action brought by one attorney to recover from another the amount of the disbursements made by the former, in opposing a projected extension of the Birmingham Railway, and in endeavouring to establish a company to be called the Churnett Valley Railway Company. Two questions were raised: first, whether on the facts, the credit was given to the defendant or his principal; and, secondly, whether proof should be given of the statements in an allegation set forth by way of inducement to the first count.

The COURT held that the plaintiff was warranted in inferring that the defendant held himself out as liable to the plaintiff for the work done, and that the statements, set forth by way of inducement to the allegation, were sufficiently proved, and gave judgment for the plaintiff. *Judgment for the plaintiff.*

DOE *dem.* MARQUIS OF ANGLESEA v. THE CHURCHWARDENS OF RUGELEY.

(Argued April 26, *antè*, p. 73.)

SPECIAL CASE.

The case stated a lease by the lessor of the plaintiff to the defendants, of certain land for the purpose of erecting a workhouse. The lease contained a covenant "not to convert, and not to employ the profits to any use or purpose whatsoever;" and a clause of forfeiture in the event of the covenant being broken. In consequence of the Poor Law Commissioners having removed the paupers to the union, the parish officers had shut up the workhouse and let the land, and the present action was commenced in consequence.

The COURT now held that there had been no breach of covenant, but a substantial performance according to its terms, inasmuch as the occupation might be resumed, and no precise date could be alleged for the breach of the covenant; the defendant was entitled to the judgment of the Court.

Judgment for the defendant.

DOE *dem.* EARL OF EGREMONT v. STEPHENS.

(Argued Jan. 26.)

SPECIAL CASE.

The special case stated that the late Earl of Egremont, who died in 1837, was tenant for life of four tenements under a will of a former Earl of Egremont, who died in 1763, giving a power to the respective persons who should have an estate for life actually in possession in the said premises to demise the same, for any number of years not exceeding twenty-one, [illegible] rent; and a further power to lease for one, two, or three lives any part usually so letten, at the usual rents, heriots, suits, to the lord's mill, &c. with the usual covenants, clauses of re-entry for non-payment of rent, non performance of covenants, and so that there should be no exemption from waste. The late earl, in the year 1828, had granted a lease of the four farms in question to the defendant, and this action was brought by the present earl, the remainder-man, on the ground that the lease was not in accordance with the powers.

Erle, for the plaintiff, submitted that there were four objections:—1st. That the lease comprised lands within the power, and lands not within it; citing *Doe dem. Douglas* v. *Locke* (2 Ad. & E. 747); *Lord Mountjoy's* case (5 Cr. R. 3); Co. Lit. 44 b.; *Doe dem. Bartlett* v. *Rendle* (3 M. & Sel. 69); *Doe dem. Williams* v. *Matthews* (5 B. & Ad. 298). 2ndly. That it comprised parcels of tenements not usually letten; citing Sugden on Powers, 433, 6th ed.; 39 & 40 Geo. 3, c. 41; *Orby* v. *Lord Mohun* (2 Vern. 542); *Doe dem. Shrewsbury* v. *Wilson* (5 B. & A. 363); *Doe dem. Vaughan* v. *Meyler* (2 M. & Sel. 273). 3rdly. That the lessee was dispunishable for waste; citing Com. Dig. Copyholds, M. 3; *Cole* v. *Green* (1 Liv. 309); *City of London* v. *Grimes* (Cro. Jac. 180); 2 Roll. Ab. "Waste," 815, pl. 17, 30; *Simmons* v. *Newton* (7 Bing. 640); *Doe dem. Lord Darlington* v. *Bent* (5 B. & C. 855). 4thly. That there was an omission of the covenant to grind at the lord's mill; citing *Doe dem. Douglas* v. *Locke* (2 A. & E. 735); Com. Dig. Covenants in Law.

Kelly, for the defendant, citing *Doe* v. *Wilson* (5 B. & A. 363), and *Doe* v. *Earl of Burlington* (2 B. & Ad. 517).

The COURT held that, as to two of the farms, the plaintiff must fail, as it did not appear what estate the late Lord Egremont had in them; but with regard to the other two, he was entitled to succeed on the first and fourth objections.

Judgment for the lessor of the plaintiff.

DOE *dem.* EARL OF EGREMONT v. BURROUGHS.

This was a case similar to the last. The objections were, first, that there was no covenant to do suit of court; or no condition of re-entry for breach of covenant to do suit of court; secondly, that, under the covenant to do repairs, there was no such condition of re-entry as made the covenant a usual one.

Erle, for the lessor of the plaintiffs.

Cockburn, for the defendant, citing *Smith* v. *Doe dem. Earl of Jersey* (2 B. & B. 290).

The COURT held the lease bad on the second ground.

Judgment for the lessor of the plaintiff.

Wednesday, May 29.

REG. v. SHIPSTON-UPON-STOUR.

Examination—Jurat.

This Court does not feel bound to send a case back to the sessions merely because the parties choose to insert a clause that it shall be sent back in case the Court decides in a certain manner.

This was an appeal touching the removal of Sarah Sutton, single woman, and her illegitimate child, William, aged about seven weeks, from the parish of Shipston-upon-Stour, in the county of Worcester, to the parish of Atherstone-upon-Stour, in the county of Warwick. The examinations sent to the appellant parish were as follows:

"The examination of Sarah Sutton (the pauper), taken upon oath before us, two of her Majesty's justices of the peace in and for the county of Worcester, who upon her oath saith, 'I am about 24 years of age, and have not, to the best of my knowledge and belief, gained any settlement in my own right. About seven weeks ago I was delivered of a male bastard child in the parish of Shipston-upon-Stour, which has since been christened William.

"The mark ⋈ of Sarah Sutton.

"Taken and sworn before us this 31st of December, 1842, "WILLIAM DICKINS,

"H. TOWNSEND."

Then immediately followed, upon the same sheet of paper, the examination of Patience Randall, the wife of Thomas Randall, of Shipston-upon-Stour, in the county of Worcester, labourer, taken this 31st day of December, 1842, who upon her oath saith, that 'the pauper, Sarah Sutton, is my daughter, that she was born at the parish of Atherstone-upon-Stour, in the county of Warwick, and is about the age of 24 years, and is illegitimate, having been born before I was married.'

"The mark ⋈ of Patience Randall.

"Taken and sworn this 31st day of Dec. 1842, before us, "WILLIAM DICKINS,

"H. TOWNSHEND."

These two examinations filled the second and third pages of the sheet of paper, the first page of which was occupied by the notice of chargeability and order of removal. There were twelve grounds of appeal, but those upon which the Court of Quarter Sessions grounded their decision were as follows:—1st. That the said examinations are defective and insufficient in this, that it is nowhere therein alleged, nor does it appear, that the said Sarah Sutton is not a widow, or that she never acquired any settlement by marriage. 2nd. That the examination of the said S. Sutton contains no legal evidence shewing that she, or her said child, are or either of them is, settled in our said parish of Atherstone-upon Stour. 3rd. That it does not appear in and by the said examinations, or any part thereof, that the examination of the said Patience Randall was taken before two of her Majesty's justices of the peace of the county of Worcester, touching the place of the legal settlement of the said S. Sutton, or before the justices who signed the said order of removal. 4th. That the said order of removal, as regards the said William, is bad and erroneous in this, that it adjudicates as to his settlement in our said parish of Atherstone-upon-Stour absolutely, whereas it should have adjudged and ordered, that as an illegitimate child he should have and follow the settlement of his mother, the said Sarah Sutton, until he should attain the age of 16 only.

The Court of Quarter Sessions quashed the order, upon the objections contained in the grounds of appeal, subject to the above case, whereby it was stated to have been agreed between the parties that if the Court were of opinion that the sessions were wrong in admitting each of the three first objections, the order was to be quashed, and if they ought not to have admitted the fourth, the case was then to be sent down again to the sessions to be heard on the merits.

Before the case was gone into, DENMAN, C.J. observed that the Court did not consider themselves bound to send a case back to the sessions merely because the parties chose to insert a clause to that effect.

Selfe and *Beadon*, in support of the order of sessions, submitted that the order of the sessions was correct, because the word single-woman did not exclude the possibility of her having been married. 2nd. That there is no distinction between orders and examinations, as to the strictness of construction required, and therefore the examination of Patience Randall was bad, because the parties before whom it was taken were nowhere described in that examination to be justices of the peace, and did not appear to be the same who made the order: citing *Rex* v. *Inhabitants of Stepney* (Bur. S.C.); *Reg.* v. *Silkstone* (2 G. & D. 396); and 3rdly, that the adjudication as to the child, should have been that he was to have his mother's settlement until he should attain the age of 16 years, or until he should have gained a settlement of his own, according to terms of 4 & 5 Wm. 4, c. 76, s. 71.

Whitmore and *Huddleston*, contra, were stopped by the Court as to the third point. They then submitted, that it could not be requisite to negative every settlement a pauper might by possibility acquire, and it was quite sufficient to show a primâ facie settlement, as in the present instance, by birth, citing

Rex v. *Wicksley* (2 Bott. P. L. 13); *Rex* v. *St. Mary, Leicester* (3 A. & E. 644); and that, with regard to the second objection, that it was not necessary that it should appear on the copy of the examinations sent with the pauper, that the examinations had been taken before two justices, but that if that was necessary, it was clear that it had been so taken in the present case; because here was identity of names and identity of dates; and it would follow there must be identity of person; that the examinations were sent on the same piece of paper as the order, and therefore it did appear that the magistrates who took the one examination were the same as those who took the other, and who made the order.

By the COURT.—It has been stated that it is not material whether an exact copy of the examinations be sent or not; but we think it much safer, and better, to send an exact copy of the whole, and we must, therefore, take that what was sent was called a copy, and was a true copy. But suppose the jurat struck out and omitted, the second examination would still appear to be an examination, but it would be one on which it would not be possible to assign perjury; and, assuming it to stand alone, it would appear not to have been taken before justices of the peace, but before two individuals, and therefore would be bad.

Order of Sessions confirmed.

BUSINESS OF THE WEEK.

Friday.

REG. v. MAYOR AND TOWN COUNCIL OF SANDWICH.—*Thesiger*, S.G.—Rule calling on the defendants to seal a bond for the payment of the annual sum of 112*l.* being the amount of compensation awarded by the Lords Commissioners of her Majesty's Treasury to Mr. Morrillyan, the late town-clerk of the borough of Sandwich. *Rule nisi.*

GLADMAN v. PLUMER.—*Jervis.*—Rule to set aside the verdict for the defendant, and to enter the same for the plaintiff, with 4*l.* 4s. damages, on the ground that the attornment made by the plaintiff was not such an instrument as would give the defendant any right to sue for rent which was due before the date thereof. *Rule nisi.*

REG. v. JUSTICES OF WEST RIDING OF YORKSHIRE.—*Hall.* *Cur. adv. vult.*

THOMAS v. LEVY and ANOTHER. *Simon.*—To rescind a judge's order under the Interpleader Act, and to amend the issue. *Rule refused.*

WIGG v. BROWN.—*Pearson*, to reopen a rule. *Rule refused.*

LOCK v. PIGARCH.—No cause sh...... *Rule absolute.*

DOE *dem.* FLEMING v. PANCUTT.—*Platt* shewed cause. *Lush*, contrà. *Cur. adv. vult.*

Saturday.

HANMER v. EATON.—To be turned into special case, or rule absolute.

MACARTHY v. STRONG and OTHERS.—*Butt.*—For plaintiff to be at liberty to tax costs, on an issue under the Tithe Commutation Act, and that the same, when taxed, may be paid by the defendant. *Rule nisi.*

ROBINSON v. MARCH.—*Peacock.*—For leave to restore case to the special paper, on ground of its having been taken out of its turn, and of the attorney having, in consequence, omitted to deliver brief. *Rule granted.*

REG. v. GREAT NORTH OF ENGLAND RAILWAY COMPANY.—*Granger.*—*Mandamus*, commanding the said company to alter the Erworth and Croft Bridge, and make it conformable with the provisions of the Act of Parliament. The bridge was built in 1838, and the Court considered there was no sufficient reason for the delay. *Rule refused.*

REG. v. WILSON and OTHERS.—*Newton* moved to set aside the judgment of the Court of Quarter-Sessions of Gloucestershire, as it appears in their return to a writ of *certiorari*, and to quash it as void in law. *Rule nisi.*

FAWCETT v. FEARNE and ANOTHER, ASSIGNEES, &c.—*Knowles, Addison*, and *Pashley* shewed cause against a rule to set aside the verdict for the plaintiff, and to enter a nonsuit, or to reduce the damages. *Dundas, Watson*, and *Hoggins*, in support of the rule. *Cur. adv. vult.*

CLOUGH and ANOTHER, ASSIGNEES, &c. v. TAYLOR and OTHERS. Part heard.

Monday.

Kelly, Martin, and *Bovill* shewed cause against a rule calling on the plaintiff to shew cause why an annuity should not be set aside on the ground—1st, that the name or names of the person by whom the annuity was granted was not set forth in the memorial thereof, made pursuant to the Act of Parliament; and, 2ndly, that no part of the consideration money was returned, or retained by the grantee of the annuity.—*Thesiger*, S.G. and *Bramwell*, contrà. *Cur. adv. vult.*

HARRISON v. VARTY.—*Platt* moved for a cross-rule, on the ground of misdirection. *Rule nisi.*

CHAMBERS v. COMBE and ANOTHER.—*Cockburn.*—To set aside the verdict for the plaintiff, and for a new trial, on the ground of the verdict being against evidence. *Cur. adv. vult.*

REG. v. THE HULL AND SELBY RAILWAY COMPANY.—Argued May 6. *Rule discharged.*

Tuesday.

BARROW and ANOTHER, v. ARNAUD.—*Special verdict.*—*Erle* (*Greenwood* with him), for the plaintiffs.—*Thesiger*, S.G. (*Starkie* and *W. F. Pollock*), for the defendant. *Cur. adv. vult.*

THE BIRMINGHAM, BRISTOL, AND GRAND JUNCTION RAILWAY COMPANY v. PLAYFAIR.—Special case for the opinion of the Court as to the defendant's liability to certain calls under the Company's Act.—*Thesiger*, S.G. (*Butt* with him), for the plaintiffs.—*Dundas* (*Ogle* with him), for the defendant. *Judgment for the plaintiffs.*

KEIR v. LEEMAN and ANOTHER. (*a*)—Demurrer to Plea.—*Bliss* (*Pickering* with him), in support of demurrer.—*Kelly* (*Pashley* with him), contrà. *Cur. adv. vult.*

Wednesday.

REG. v. GREAT WESTERN RAILWAY COMPANY.—*Kelly* and *Archbold* shewed cause against a rule for a *certiorari* to bring up and quash order of sessions. *M. D. Hill* and *Corrie*, contrà. *Cur. adv. vult.*

COURT OF COMMON PLEAS.

Wednesday, May 22.

PARIENTE v. PENNELL.

New trial—Misdirection—Surprise.

Shee, Serjt. shewed cause against a rule obtained by *Byles* for a new trial, on the ground of misdirection, surprise, and the verdict being against evidence.

Byles, Serjt. contrà.

TINDAL, C. J.—The whole case having been submitted to the jury, there is not sufficient ground laid before the Court to disturb the verdict.

The rest of the Court concurred.

Friday, May 23.

BURGESS v. BOTLEFFUR.

A demand upon one overseer for moneys recovered under the 25 Geo. 2, c. 36, is a demand upon all.

The term conviction means actual judgment against the parties, and when under the above statute, parties are proceeded against, and a verdict obtained during the time of one set of overseers, unless there is judgment their successors will be liable for the reward given by the statute.

Byles, Serjt. shewed cause against a rule calling upon the plaintiff to shew cause why a nonsuit should not be entered, or a new trial had. The declaration was in debt for 20*l.* forfeited by the defendant under an Act for the better preventing persons keeping gaming and other disorderly houses.

Plea—*nil debet.*

The 25th Geo. 2, c. 36, s. 5, was passed to encourage prosecutions against persons keeping houses of that character. In the present case, three persons having been prosecuted for keeping disorderly houses at the Middlesex Sessions, pleaded guilty. The appearances were respited to receive judgment, and in the meantime the nuisance was abated. On coming up to receive judgment, they were fined one shilling each. This was in June 1843, in April of the same year, the old overseers went out of office, and in November there was a demand, by the plaintiff, on the present overseers, the defendant and another, for 10*l.* The demand was served on both personally. There was no point as to the service of notice; the only question was, ought they to be served or not? The action was brought on the 2nd of December; and on the 16th of January, certain admissions were entered into to satisfy the statute. It was objected at the trial that the demand should have been made on their predecessors in office, as also that the churchwardens should have had a demand made upon them as well as the defendant. The Act allows all reasonable expenses to be paid to the constable or other prosecutor, in case the party prosecuted shall be convicted. If by the word conviction is meant judgment, and judgment did not take place until the time of the present overseers, there is an end of the case. Conviction in this case means conviction followed and ratified by the judgment; and the overseers for the time being are the parties to be charged. (*Sutton* v. *Bishop*, 4 Burr. 2283; 1 Wm. Black. 665; 2 Geo. 2, c. 24, s. 8; *Lee* v. *Gansell*, Cowp. 1; 7 & 8 Geo. 4, c. 28, s. 11; *Reg.* v. *Ackroyd*, 1 Car. & Kir. 158.) In the last case it was expressly laid down by the learned judge, Cresswell, that a certificate of conviction which does not state that any judgment was given, was not sufficient. If, as is contended, conviction means verdict or *nil dicit*, where the proceedings are removed by *certiorari*, unless the expenses are recovered during the time of the former overseers, they cannot be recovered at all. All the books shew that such moneys are to be paid by the then overseers. (4 Chit. Burns, 1 edit. Poor; *Pybus* v. *Mitford*, 2 Leviaz, 77.) With respect to the term "forthwith," all that the Act requires is, that the thing to be done shall be done in reasonable time. The word overseers does not mean churchwardens. The 43 Eliz. constitutes them only overseers *ex officio.* (39 & 40 Geo. 3, c. 99, s. 28; Street Act, 57 Geo. 3; 59 Geo. 3, c. 12.) Public officers are not to be held liable without express words. With respect to notice, notice to one is notice to all. (*Rex* v. *Justices of Warwickshire*, 6 A. & E.; *Clark* v. *Rice*, 1 B. & Ald. 694.)

Channell, Serjt. (*V. Lee* with him), contrà.—The distinction between verdict and judgment is a matter of legal cognizance. (4 Black. 325.) The inhabitants are not the prosecutors in the indictment. The constables or overseers must prosecute; they are bound to give material evidence of such offences as are charged. If they give material evidence of such offences, and a verdict of guilty has passed, from that time they have nothing to do with the matter. If the Court never determined it, this Court could not take judicial notice of that fact, and there would be no mode by which the inhabitants could obtain the reward under the statute. The statute does not point out any duty to be done by the constable after trial. The duties close with the period when evidence has been given; and that should be the dividing line, making the overseers for the time liable. *Clarke* v. *Rice* shews that the defendant is not liable. There had not been a proper demand made, and the defendant was not responsible. A demand had not been made upon the churchwardens. It was objected that the demand had not been made upon all, but a portion only. A demand upon one overseer is not a demand upon the other, and there could be no default by one unless default by each.

TINDAL, C. J. delivering judgment.—This case comes before us on a motion. First, that the defendant may enter a nonsuit upon certain grounds reserved at the trial; and secondly, for a new trial on the ground that there was no evidence of any material allegation contained in the declaration. The grounds of nonsuit are three in number: first, the action was brought against the wrong overseers. The offence which is the subject of the action being charged against the overseers of 1842, whereas the overseers of 1843 were made the present defendants. The second ground was, that a demand had been made against these particular defendants, by which the parties were misled, and that the demand was an improper one. Thirdly, that the churchwardens as well as the overseers were liable. It appears to me the first is the main and principal ground. The action is brought under the 25 Geo. 2, c. 36, s. 5, against the overseers of the parish of Paddington; the demand being for 10*l.* reward given in that section for putting down disorderly houses. The overseers neglected or refused, whereby an additional sum by way of penalty was incurred. Although the subsequent Act, the 52 Geo. 3, puts it in the power of parish officers, if they think proper, to indict disorderly houses by summons before the magistrate, yet it allows the law to go on exactly as it did before, where, as it appears in this case, in the exercise of their discretion, they do not interfere. The case must stand as before the Act was brought into operation. The question which arises on the first point is, who were the overseers at the time of the conviction? The information was in 1842, and at that time the parties were brought before the quarter sessions, and it appears pleaded guilty. On the part of the defendant, it is contended that the plea of guilty is the conviction intended by the Act. On the other side, it is argued that the plea of guilty does not amount to a conviction within the meaning of the statute, but is afterwards, when the party is brought up for judgment and is ordered to pay a shilling by way of fine. The word conviction is *verbum equivocum*: used in a strictly legal sense, it means conviction on a judgment of the Court. In this case it would open the door to fraud if the mere conviction of a jury were sufficient to satisfy the Act; or a mere conviction by confession without calling on the party at all. I therefore think the word conviction means actual judgment against the parties, and as that took place within the time of the present overseers, the proper overseers are made defendants in this case. The defendant was not in a condition to raise the second objection, that not being made at the trial. The third objection is, that the churchwardens are, by virtue of the 43 Eliz., to all intents and purposes overseers: it seems unnecessary here to determine whether such is the case or not. From the construction of the statute it appears that it is not necessary to serve all the overseers with a demand; some might be absent from the parish, and it would, in fact, be throwing an unnecessary burden upon the prosecutor. I find the words of the statute are, the said "overseers and each of them;" that is, "after demand," if the other overseer paid the money, that would be an answer to the action. These three objections go for a nonsuit, the other for a new trial. It is said there is no evidence; the constable was the prosecutor, and the party ought to have a new trial. There was some evidence to go to the jury. It was true, Wontner, the attorney, said he looked for funds from the inhabitants, but Wallis entered into recognizances to prose-

(*a*) It is due to the defendants to state, that the whole of the amount found to be due to the plaintiffs by the Master, who had reduced the costs one-fourth on taxation, was paid before argument, the subject-matter in dispute being only the costs of the action.

cute, and swears he was himself the prosecutor. Suppose the parish refuse to put down disorderly houses, it is better that the constable should take it up. He is very often a poor man, and how can he go on without the aid and assistance of the inhabitants of the parish? I cannot say there is a total absence of evidence to send the case down to a new trial. But upon the whole, I think *the rule must be discharged.*

The other judges delivered judgment to the same effect.

ELLIOTT v. ALLEN and OTHERS.

Misdirection—Separate Damages.

Shee, Serjeant, moved for a rule to shew cause why a new trial should not be had, on the ground of the verdict being against evidence, misdirection, and excessive damages; or why a nonsuit should not be entered on the ground of notice not being given. The action was in trespass, in which plaintiff complained the defendants assaulted him. One defendant allowed judgment to go by default. The other had pleaded not guilty, and a special plea that the defendant was a lunatic, and likely to injure himself. 4thly, leave and license. The misdirection consisted in telling the jury they could not assess separate damages.

Cases cited: Beck's Medical Juris. 429; Dagueseau, case in France, *Adele; Austin* v. *Wither* (Cro. Eliz. 860); Sir John Heyden's case (11 Coke, p. 8.); *Brownlow* v. *Goldsboro'* (1 Bulstrode, 233); *Sampson* v. *Crampfield* (1 Bulstrode); *Rodney* v. *Strode* (3 Mod. 101); *Blair* v. *Ward* (Cro. Car. 54); *Hill* v. *Goodchild and Another* (5 Burr. 2790).

TINDAL, C. J.—It appears right to grant the rule, 1st, on the ground of the verdict being against evidence, in respect of one, two, or more of the defendants; and, 2ndly, on the ground of the damages being excessive. I am always slow to alter a verdict on that ground, but it is right it should be brought before the Court, in order that they may consider whether it should be submitted to another tribunal or not. Upon the ground of the nonsuit, the rule will also be granted. But I do not think you are entitled to a rule upon the ground of misdirection, because the facts of the case appear to bring it within the rule that you have laid down, namely, where separate trespasses have been committed by several defendants the jury may be empowered to assess different amounts of damages. Then it appears to me, the defendants, who have pleaded guilty, were guilty of the same trespasses, or not guilty at all; [illegible] you are entitled to complain on the ground of the two allegations in the plea having been left distinctly, because it was competent for the party who dissented from it to have put the plaintiff in a position to contend before me that I should leave that one point. Therefore, on the limited grounds let the rule go. *Rule nisi.*

Saturday, May 25.

WALTON v. RUMSEY.

New trial—Inadmissibility of evidence—Nonsuit.

Byles, Serjt. moved for a rule to shew cause why a new trial should not be had, or why, in the event of certain documents being declared inadmissible in evidence, there should not be a nonsuit. The action was for money had and received by the defendant to the use of the plaintiff. The only plea, was never indebted. *Rule refused.*

IMMERSON v. BROWN.

Service of a writ of summons in an unsealed envelope will be held good service where the affidavit in which a rule nisi is founded does not explicitly deny notice of the service.

Talfourd, Serjt. shewed cause against a rule calling upon the plaintiff to shew cause why the appearance entered by the plaintiff for the defendant should not be set aside, and why the defendant should not pay the costs of the action and of this application, upon the ground that the defendant was not served with process and copy of the writ of summons. The action is in covenant. The writ was served by a clerk of the attorney of the plaintiff upon Brown, enclosed in an unsealed unvelope, by laying it on a table in the bedroom of Brown; but it was alleged that the service was made without notice, or without his being aware of the action commenced against him, and that at the time the summons was served he was not made acquainted with the contents of the envelope. (*Morris* v. *Cole*, 2 Dowl. 79.)

Byles, Serjt.—The rule should be made absolute. True, he had notice of the proceedings, but he had no notice until he was served with notice of the declaration. There was no notice before the appearance, and he knew nothing of the writ, and nothing was said at the time of the service what was in the envelope. The question is, whether that is a good service.

TINDAL, C. J.—There are none so blind as those that won't see. If a man, having an opportunity of seeing, wilfully exclude it from his notice, that is a virtual notice. It turns very much on a question of will and disposition. He has not in his affidavits explicitly denied notice of the service.

Rule discharged with costs.

—— v. WOODS.

Byles, Serjt. moved for a rule to shew cause why the defendant should not add certain pleas. *Rule nisi.*

Monday, May 27.

BROOKS v. HODGSON.

When the endorsement on a writ of execution corresponds with the judgment rule, but there is a variance in the body of the writ, the variance is fatal, and cannot be amended.

Sir *T. Wilde* shewed cause against a rule obtained by *Channell*, Serjt. In this case judgment was signed on the 29th Feb. for 1,459*l*. 13*s*. 4*d*. The judgment rule bears the only date of Feb. 29, 1844, and, after the usual recital, concludes, "which said debt and damages amount in the whole to 1,390*l*. 15*s*. 6*d*." In this case the judgment is founded on a judge's order. It is doubtful from the terms whether it was an order to sign judgment at all. The demand in the action was 4,800*l*. The damages are made at the conclusion to amount to 1,390*l*. 15*s*. 6*d*. On the writ it purports to be for a judgment recovered for 4,800*l*. and 6*l*. 17*s*. costs. The endorsement on the writ of execution corresponds with the judgment rule, but the body of the writ does not. The judgment rule cannot be amended so as to make it conformable to the order, inasmuch as it is signed for a totally different sum.

Cases cited: *Webber* v. *Hutchinson* (8 M. & W. 319); *Hunt* v. *Passman* (4 M. & S. 329; 8 T. R. 153); *Phillips* v. *Tanner* (3 M. & Pa. 562); *Marsh* v. —— (1 Chitt. 230).

Channell, Serjt. contrà, interrupted by

TINDAL, C. J. who stated the amendment could not be made.

Rule discharged.—On payment over of the money by the sheriff, no action to be brought.

BROOKS v. HODGSON.

Channell, Serjt. showed cause,

Sir *T. Wilde*, Serjt. contrà.

The cross rule to be discharged with costs. The general rule to be made absolute.

VALLANCE and BIERLY v. DUKE OF BRUNSWICK.

Talfourd, Serjt. moved for an order calling upon the Duke of Brunswick to pay the sum of 788*l*. 18*s*. 8*d*. The application arose out of a rule; the defendant had obtained the usual order for taxation, and a judge's order was made on the Master's allocatur. The present application was made for an order to pay the sum found by the master.

Take an order.

GORDON v. ELLIS.

Partly heard on a former day.

Channell, Serjt. shewed cause.

Sir *T. Wilde*, Serjt., contrà. *Cur. adv. vult.*

STEAD v. CAREY.—*Manning*, Serjt. moved for a rule to show cause why judgment should not be set aside. *Rule nisi.*

Tuesday, May 28.

REYNOLDS v. BARFORD.

When the sheriff enters under a fi. fa. and, upon notice, pays rent due, but which, in his return, he does not distinctly state is due at the time of the seizure: Held, that the return is not thereby bad for uncertainty.

Byles, Serjt. shewed cause against a rule obtained by *Channell*, Serjt. why the return to a writ of *fi. fa.* should not be set aside, and why the sheriff should not pay the plaintiff the costs of the application. The seizure of the goods was made on the 1st of February by the late sheriff of Surrey. A claim was put in by one Clark, and an order made by Coltman, J. that the sheriff be discharged, and the goods seized under the *fi. fa.* be sold, the proceeds to be paid into court, unless, within a week, satisfaction be given to the Master. An issue to be tried at the next Surrey Sessions. The question to be, whether the goods are the goods of the claimant? The claimant did not proceed to trial, and another order was made on the 13th of April to the sheriff to pay the money to the execution creditor. On the same day, the 13th of April, the plaintiff obtained an order for the sheriff to return the writ, which was accordingly done. The return stated the proceeds after sale to be 22*l*. 10*s*. out of which 11*l*. 5*s*. was paid for rent due, leaving a residue, after payment of expenses of levy, &c., of 4*l*. 5*s*. ready to be paid over. The objection appeared to be twofold,—first, that the rent deducted was not due at the time of the seizure; and next, that the return was not in form, if it were. It is not disputed the sheriff cannot deduct the rent due while he is in possession. A notice had been received from the landlord, from which it was clear the rent was due. The sheriff is a mere stake-holder, acting under the direction of the Court, and has no interest in the matter. The plaintiff had no right to question the accuracy of this return now. The first order is not discharged at all, *quoad* the sheriff. (*Hepworth* v. *Sanderson*, 8 Bing. 19.)

Channell, Serjt. contrà.—No receipt is set out, nor has the sheriff sworn his belief that the rent was due. The sheriff did not sell the goods at that time. The return is bad on the face of it. The sheriff is an officer of the Court, and he makes such a return as if untrue; in point of fact, gives the execution creditor an action against him for a false return. He is bound to make such a return as will be distinct. He is bound to say whether the rent was due. The form of the return does not comply with the statute, nor with two out of three of the precedents in Tidd. It would be a dangerous principle to say the sheriff was at liberty to make a return, meaning one of two things (1 B. & Ald. 190). There was no reason why the sheriff should be allowed to make an uncertain return.

TINDAL, C. J. delivering the judgment of the Court, after reciting the facts of the case, went on to say, that the principal objection was, that the return did not distinctly shew, that the rent paid by the sheriff to the landlord was due at the time of the seizure, and that it was consistent with the return that the rent was due at that time. It was urged that there must be a reasonable intendment in support of the sheriff's return, and that there was no authority for a rule of such extreme rigour as that pressed against the sheriff; cases were not wanting to shew that a reasonable intendment, as in pleading, must be exercised. The return supposed payment of rent, due to the landlord, and it must be intended to be due to the landlord at the time of seizure. If the rent was not due, and it was paid by the sheriff, an action would lie for a false return. With regard to the possession-money, the sheriff was entitled to claim a part; and it did not appear he had misconducted himself in either case.

Rule discharged.

CURLING v. ROBERTSON.

On the taxation of costs, the Master will not allow the costs of a witness who has been examined before one of the Masters for the purposes of the trial, but who is not called by the party examining.

Byles, Serjt. moved for a rule to shew cause why the Master should not be required to review his taxation of the defendant's costs.

The action had been tried at the last sittings after Hilary term. The Master proceeded to tax the defendant's costs, and, among the witnesses, was one Vertue, who was examined here before the Master; counsel had advised he was a necessary witness. The trial had been postponed on two occasions on his account, and the other party had joined in the examination. Upon a consultation held before the trial, it was not thought expedient to call him; and the Master declined to allow the costs of that witness. He stands in the situation of a witness, who is *bona fide* on the successful party's brief. It was quite clear he was *bona fide* on the brief of the defendants.

CRESSWELL.—By a compulsory process of the Court you ascertain what his evidence will be, and then you do not like him.

TINDAL, C. J.—You say you examined him *bonâ fide*, and then you rejected him. I do not think the Master is wrong. *Rule refused.*

Wednesday, May 29.

REDMOND v. SMITH and ANOTHER.

A plea to a declaration on a policy of insurance, traversing an averment in the declaration, that the policy was effected by one A B, as the agent of the plaintiff, is bad, as amounting to the general issue.

A plea to the same declaration, that there was no written contract between the master and crew of the vessel pursuant to 5 & 6 Wm. 4, c. 19, s. 2, is bad in substance, the want of such contract not making the voyage illegal, nor rendering the vessel unseaworthy for want of a proper crew.

Declaration was in *assumpsit* on a policy of assurance for 3,000*l*. effected by the plaintiff, by his agents, Messrs. H. and J. Johnston, with the defendants, on a steam-vessel, lost, or not lost, from Liverpool to London. The declaration contained an averment, that the policy was made by H. and J. Johnston, as the agents of and for the use and benefit of the plaintiff, and that H. and J. Johnston received the order for and effected the said policy as such agents of the plaintiff, of all which the defendants had due notice. To this declaration, the defendants, amongst other pleas, pleaded, secondly, that the policy of assurance was not made by H. and J. Johnston, as the agents of the plaintiff, or on his account, or for his, the plaintiff's, use and benefit; and that H. and J. Johnston did not receive the order for, or effect the said policy of, assurance as such agent in the declaration mentioned, concluding to the country; and, sixthly, that the policy was made, and the vessel lost, after the 5 & 6 Wm. 4, c. 19; that the vessel was a British registered ship, exceeding the burthen of 80 tons; that the crew consisted of 20 seamen, and 20 other persons, not being apprentices, and one master, and that at the time of sailing, there was not any written agreement with the master and seamen, or any or either of them, specifying the wages to be paid, &c. as required by the second section of the above Act, and that therefore the voyage was wholly illegal, concluding with a verification.

The plaintiff demurred specially to the second plea, on the ground of its amounting to the plea of *non-assumpsit*; and to the 6th plea, the plaintiff demurred generally.

Channell, Serjt. for the plaintiff.—The second plea is bad, as amounting to *non-assumpsit*, on the authority of the case *Sutherland* v. *Pratt* (2 Dowl. N.S. 813, & 11 Mee. & W. 296); this was no contract with the plaintiff, unless through the agency of H. & J. Johnston. Under *non-assumpsit* the plaintiff would have to prove, not merely that the policy was effected, but also the agency of Johnston. [COLTMAN, J.—Suppose the case of a policy effected by a known agent, without a previous order, but which is afterwards ratified by the principal, independent of 28 Geo. 3, c. 56, this is good; but is not this a statutable defence, and must therefore be specially pleaded?] The want of proof of a person effecting the policy according to the provisions of that statute would shew that there was here no contract made with the plaintiff, because it would not be a contract made with the plaintiff's legal agent. The 6th plea, to be good, must shew that the non-compliance with the regulations of 5 & 6 Wm. 4, c. 19, s. 2, does not merely make void any contract with the seamen, but renders the voyage itself illegal; or otherwise, it can be no answer to a contract of insurance between the owner and underwriters. [TINDAL, C. J.—The object of the statute is not that the government may see that British subjects should be employed, but is only for the benefit of the seamen.] Yes—it differs from *Suart* v. *Powell* (1 B. & Ad. 266). The vessel being unseaworthy for want of a competent crew, would no doubt be a defence, but that is not the effect of a want of contract pursuant to the statute. The cases of *Law* v. *Hodson* (11 East. 300); *Little* v. *Pool* (9 B. & C. 192); *Wetherell* v. *Jones* (3 B. & Ad. 221); *Forster* v. *Taylor* (5 B. & Ad. 887); and *Cope* v. *Rowlands* (2 Mee. & W. 149), were cited to shew when the contravention of a statute makes the contract void, and that the contract so rendered void for illegality is the one sued on, and not a collateral contract, as the one here between the owner and the underwriters.

Byles, Serjt. contrà.—The second plea is good both in form and substance; the plea is founded on 28 Geo. 3, c. 56, s. 2. The name of the plaintiff does not appear in the policy: it was necessary therefore to aver that H. and J. Johnston were the agents of the plaintiff. The objection raised by the second plea is, that there was not inserted in the policy the true name of the agent, as required by the Act. This defence is not open to the defendants under the general issue; rule Hilary Term, 4 Wm. 4, title Assumpsit, p. 3, takes this out of the case of *Sutherland* v. *Pratt*, if that case is law. under the general issue, the plaintiff might shew a subsequent adoption of the agency of Johnston; it would not, as here, be requisite to prove that Johnston was the agent at the time of effecting the policy. [TINDAL, C. J.—This same evidence may be given under the general issue as under the special traverse; you cannot alter the law, and if evidence of a subsequent adoption would be good in the one case, it would be equally good in the other.] The sixth plea either shews an absence of sea-worthiness, or that the voyage was illegal. The Act says, that it shall not be lawful for any master, without such agreement, to carry to sea any seaman. [COLTMAN, J.—It does not say that he may not carry to sea *the vessel*.] The effect of it is so. *Suart* v. *Powell* is in point. If the voyage is void, the policy is bad. *Law* v. *Hollingworth* (7 T. R. 160), and the observations on that case by the Court of Exchequer Chamber in *Sadler* v. *Dixon* (8 Mee. & W. 900), were cited. The plea also may be taken as an informal plea of unseaworthiness, and the words at the end, "*therefore the said voyage is illegal*," be struck out as surplusage. (*Clifford* v. *Hunter*, M. & M. 103; *Tait* v. *Levi*, 14 East. 481; *Hollingworth* v. *Brodrick*, 7 Ad. & Ell. 40.)

Channell, Serjt. in reply, was stopped by the Court.

TINDAL, C. J.—The cause assigned in the demurrer to the second plea is, that it amounts to the general issue. I consider that this is the legal effect of that plea. The plea of *non-assumpsit* puts in issue not only the promise but the consideration. The question is, what is the consideration here, and whether, upon an issue taken of such consideration, the facts traversed under this second plea are not put in issue? The declaration shews that the policy was effected in the name of H. and J. Johnston, as the agents of the plaintiff, and as agents for those virtually interested therein—there is then stated mutual promises. [His Lordship here read the same.] Under the plea of *non-assumpsit*, the plaintiff must prove that H. and J. Johnston effected the policy in their own names, and for those interested therein; therefore it seems to me that the same proof must be given in evidence under *non-assumpsit* as under the issue raised by this traverse. It is said that, under this plea, it would be necessary to shew that H. and J. Johnston were the plaintiff's agents at the time of effecting this policy, while under the plea of *non-assumpsit*, the plaintiff might set up a subsequent ratification; but I deny that there is any such difference. *Sutherland* v. *Pratt*, which has been cited on the part of the plaintiff, cannot be distinguished from the present; therefore the demurrer to the second plea must prevail. By the sixth plea, the defendants set up as a defence, that the policy was on an illegal voyage, contrary to the 5 & 6 Wm. 4, c. 19. No doubt a policy on an illegal voyage cannot be enforced; and that if the contract between the persons themselves cannot be enforced, so also cannot be enforced a contract of indemnity as to the same; the policy, therefore, must follow the fate of the original contract. But it appears here that the provisions of this Act are for a collateral purpose; the intention manifested by the Act is to give a readier mode to seamen for enforcing the agreements between themselves and the master. The Act does not make the voyage illegal, but gives a remedy against the master for carrying seamen out to sea without such written agreement. This cannot either be considered as a case of unseaworthiness. Where such has been held, there has been a want of a proper crew to man the vessel, but it does not appear that there was not sufficient power for the management of the vessel.

COLTMAN, J.—I am of the same opinion. When a policy is made through the intervention of an agent, the power of the agent to make such a contract necessarily involves the authority of the agent, and that authority must be such as the law permits; therefore, the general issue would cover the defence raised by the traverse in the second plea. As to the sixth plea, the question is, whether this was an illegal voyage. The argument on the part of the defendants must go to the extent, that if there is a single person on board in whose case the provisions of this Act have not been complied with, the whole voyage is illegal. The object of the statute was not for the public benefit, but to prevent seamen being imposed on, and to give them a remedy for a breach of the agreement under which they sailed, and for this purpose penalties are imposed. Although the imposing a penalty does not prevent the probibition in an Act of Parliament from being general, yet it is a clue as to the intention of the Act, and here it appears to be for the benefit of the seamen. *Judgment for the plaintiff.*

——— *v.* ———

Instant judgment—Execution.

Shee, Serj. applied for judgment to be signed that day.

TINDAL, C. J.—It must take its regular course. You must apply to the judge who heard the trial; we cannot alter the course; you have come to the wrong forum. The statute says the judge who tried the cause shall, if he sees fit, order execution. You must give a day's notice of taxation; to-morrow the party may come to this court and ask for a new trial.

FUSSELL *v.* FARIENTE.

Feigned issue—Money paid into court.

Shee, Serjt. moved for a rule to be made absolute in the first instance for the payment of 623*l.* 11*s.* 9*d.* to the assignees. The money had been paid into court pending the result of a feigned issue, ordered to be tried by Erskine, J. He was entitled to ask for the costs of the feigned issue, as also the costs of the application.

Byles, contrà. *Rule absolute.*

COURT OF EXCHEQUER.

Friday, May 24.

REG. *v.* THOMAS JAMES STOWELL.

Semble, the proper course for a party disputing the fact of his having entered into a recognizance which has been estreated into the Exchequer, is to come in and traverse it.

The *Solicitor-General* appeared to shew cause against a rule obtained last term by *Charnock*, to shew cause why a *certiorari* should not issue for the purpose of quashing a recognizance, or the writ of execution founded thereon, or to discharge the defendant out of custody. The application for the rule *nisi* was reported *ante*, p. 105. The rule was obtained upon affidavits, that the party had never entered into the recognizance now estreated.

The *Solicitor-General* said, on behalf of the Crown, that inquiries had been made, and no information whatever obtained, but that the Crown was willing to submit to the discretion of the Court.

Charnock suggested that it would be much better if the parties always signed these recognizances.

POLLOCK, C.B.—Probably it would.

The case ultimately stood over for the Crown to make further inquiries, the defendant to have leave to apply again upon additional affidavits, or to come and plead *non est factum* to the recognizance.

Authority: Price's Exchequer Practice, vol. 1, p. 655. *Rule enlarged.*

ROOM *v.* ANDREWS.

Crompton applied for further time to move for a new trial in this case, which was tried before the registrar of the Borough Court of Liverpool, on the ground that the registrar had not furnished his notes. The Court granted him till Tuesday next, but expressed a strong opinion against its being drawn into a precedent. *Rule accordingly.*

BROWN *v.* FOTHERGILL.

In an action for a trespass to the person, alleged by the plaintiff to have caused him serious injury, his refusal to permit an inspection by medical men on behalf of the defendant, is matter of comment to the jury, and not a ground for a new trial.

Watson, Q.C. moved to set aside the assessment of damages, and for a new inquiry, or to reduce the damages. It was an action of trespass, by a servant against his master, for striking him a violent blow over the eye with a pitchfork, by which the eye had, as was stated by the surgeons on behalf of the plaintiff, been permanently injured. Judgment had gone by default. At the inquiry before the sheriff of Glamorganshire, the jury found a verdict for 500*l.* damages.

It appeared, by affidavit, that the plaintiff had refused to permit any medical man, on behalf of the defendant, to inspect his eye; and that, although notice had been given to him to appear in court, he did not do so. There were also affidavits of persons impugning the amount of injury suffered.

Watson contended that the damages were excessive, and were obviously given, either from local prejudice or from an idea that permanent injury had been occasioned to the eye, and that plaintiff's conduct had not entitled him to the benefit of any such hypothesis. His refusal to be inspected was strong evidence of his consciousness that the injury was not so great as was pretended.

By the COURT.—There are doubtless many cases in which it is highly important that there should be an examination, and where it ought to be allowed, but the difficulty is this: suppose we were to grant a new trial, and the plaintiff was still to refuse the inspection, and another jury were to give 700*l.* would that be ground for another new trial? Could we be asked to go on granting them *toties quoties* until he does appear? Surely the refusal was matter for the jury to consider, and should have been submitted to them. If it were not, it was probably from the fear of giving the plaintiff a reply; but the defendant cannot do that and complain to us afterwards. This is not a case in which we should be anxious to interfere. It is not at all clear that the jury might not have properly given much heavier damages if there had been no doubt about the permanent injury. *Rule refused.*

LEES *v.* THE CALDER AND HEBBLE NAVIGATION COMPANY.

The usual clauses in a canal or railway Act binding the proprietors to replace watercourses, &c. which they may remove or interfere with, only refer to land taken under the compulsory clauses of the Act; and where the land is conveyed to them voluntarily, they have the same powers over watercourses, &c. without reference to the Act as any other person would have.

Action on the case for obstructing a watercourse, and for not repairing a pipe, by which water was conveyed from a certain brook across the land of the defendants into the land of the plaintiff for purposes of irrigation.

The cause was tried before *Coltman*, J. at the York Summer Assizes, 1844, when the facts appeared as follows:—

By 6 Geo. 4, c. 17, the defendants were authorized to make a canal from Salter Hebble Bridge to Halifax. The Act contained the usual compulsory clauses in case the owners of lands required for the canal refused to sell. The 7th section required that when any watercourse, &c. should be turned, a new one should be made by the company. The 14th section empowered the company to purchase lands, &c. The 84th enacted that nothing in the Act contained should extend, or be construed to extend, to lessen, abridge, affect, or prejudice the rights, &c. of owners of premises contiguous to the Halifax brook, or enable the company to take the water of the brook under any pretence whatever.

The ancestors of the plaintiff before the passing of the Act were the owners of three fields called the Holmes, which were bounded on one side by the Halifax brook, and which had always been irrigated from the brook by means of a watercourse or feeder, running from the brook into the land, and into which the water from the brook was turned from time to time. The water was of great value to the land, from its peculiar qualities. The canal was made in 1828, and that portion of the Holmes on the side of the brook was taken for the purpose. It quite cut off the watercourse. In 1832 a conveyance was made to the company, by the parties entitled, of the land taken by the company, with all waters, watercourses, &c. &c. using the general words, but reserving to the vendors "the spring of water arising in the Little Holme." This spring arose in part of the land conveyed, and was quite distinct from the watercourse now claimed. At the time of making the canal, and before the execution of the conveyance, the company placed under it a pipe for the purpose of conducting the brook water to the land in question, and it was at first used for that purpose, but had become stopped up, and the company had ultimately removed a part of it altogether. At the trial, *Coltman*, J. directed the jury that if they were of opinion that there was a watercourse, and a right to the water at all times, that the conveyance was no answer to the action, and he would be entitled to a verdict on the first count, and

also on the second, for that the company by the Act were obliged, upon taking away the old watercourse, to provide a new one, and they must be taken to have supplied the pipe for that purpose. The jury found for the plaintiff, and leave was reserved by the learned judge to the defendants to move to enter a verdict for them. In Easter Term a rule was obtained by *Martin*, Q.C. for a new trial, or to enter a verdict for the defendants. The principal question was whether the plaintiff's right to the watercourse was taken away by the conveyance.

Knowles, Q.C. *Crompton*, and *Addison*, now shewed cause. The watercourse was vested in the owners of the land. It is not an easement, and is quite distinct from a right of way, which may be destroyed by unity of possession. The deed must be construed, not strictly according to its words, but according to the intent of the parties. The construction of the deed is to be governed by the Act of Parliament under which it was made; but even if it was a voluntary conveyance, it is clear that it was made because the plaintiff was aware of the powers of the Act, and that it was intended to be in pursuance of the Act. The Act expressly prohibits the company from interfering with rights to this water.

By the Court.—The Court think that the conveyance of the land under these circumstances puts an end to any right, if there was any, to have the water in the manner claimed. The 7th and 84th sections do not at all apply to cases where there is a voluntary sale. That is the case here. It may be that the party voluntarily sold because he was aware of the powers of the Act. We cannot entertain here any argument founded upon the act of the company in making the substituted watercourse, or pipe, after the contract, and before the execution of the deed. If any thing can be founded on that to shew that the conveyance did not fulfil the intent of the parties, or that it was executed in ignorance of its effect, that would be matter for an application to another sort of court; but now that the conveyance has been actually executed, and the land parted with, together with all the rights belonging to it, the plaintiff cannot, in a court of common law, maintain his present claim.

Rule absolute, to enter a verdict for defendant upon the 3rd, 4th, and 5th issues.

Saturday, May 25.

PRICE *v.* BARLOW.

Chilton, Q.C., shewed cause against a rule ob- [illegible] a *scire facias* and for leave to plead *plene administravit*.

Upon condition of defendant's paying the costs of this application, taking short notice of trial, and putting the plaintiff in every respect in the same position as if he had pleaded at proper time,

Rule absolute.

REG. *v.* JOHN SANDALL.

The Court will not interfere upon motion between the Crown and a defendant to discharge him from liability as surety, or to decide upon the continuance of his suretyship.

Jervis, Q.C., shewed cause against a rule obtained by *M. Chambers* to acquit the defendant of the charge upon a writ of extent at the suit of the Crown, or for a *supersedeas* to issue to the sheriff of Surrey.

Th rule was obtained upon affidavits stating that the person for whom the defendant became surety was bankrupt in 183., and that his son had since carried on the business, that of a maltster, and that the defendant was wholly unaware of any continued liability, and had not therefore given any notice to the excise upon the subject. It was also stated that the Crown had compromised with parties who held property of the maltster which they might have seized, and that the surety was in consequence placed in a worse position. The question was, whether the Court could interfere by motion. For the defendant, 33 H. 8, c. 39, s. 79, was cited. The Court held that they could not decide the question upon motion.

Rule discharged.

GOME *v.* FYLOR.

A party moving for a new trial must produce copies of all documents of which he intends to avail himself. Semble, that the Court would compel the other side to furnish him with them on payment of costs.

Knowles, Q.C., moved for a new trial on the ground of reception of improper evidence. The evidence objected to was an agreement of which no copy was now produced.

By the Court.—It is not expected that a judge takes copies of all written documents which are used on the trial. The proper course for the parties who wish to move for a new trial, is to apply to the other side for copies of such documents as have been used as they require, offering to pay the costs of giving them; and if they are refused, an application should be made to us on the subject. *Rule refused.*

EMPEY *v.* KING.

Practice—Staying proceedings in second action.

Warren moved to stay proceedings as vexatious and against good faith, or to stay them until payment of costs of former action. A former action had been brought and referred, and had been decided against the plaintiff. He had applied to set aside the award, and failed to do so. The plaintiff was sworn to be a pauper.

POLLOCK, C. B.—Such applications have been refused in much stronger cases than the present. In this case, objections have been taken to the award already, and we have no reason to suppose that the object of the plaintiff is any other than *bonâ fide* to rely upon those objections. It may be that the plaintiff is liable to an attachment, for not performing the award; but if the defendant will not resort to that, he cannot ask the Court to do something irregular, because he will not avail himself of what is regular.

Authorities cited: Lush's Practice, 797; *Mihart* v. *Harwidge* (3 Wilson); *Carnaby* v. *Welby* (7 Dowl.); *Lowes* v. *Curdo* (8 Taunton). *Rule refused.*

WHITMORE *v.* BLACK.

After an interpleader rule obtained by the sheriff, and payment, in pursuance thereof, of the proceeds of goods, taken under an execution, to the adverse claimants, the Court will not stay proceedings, in an action by the claimant against the creditor; nor will they inquire whether he seeks nominal or substantial damages.

Sir *J. Bayley* moved for a rule to stay proceedings, or if plaintiff shall not recover more than nominal damages, to shew cause why he should not pay costs to the defendant.

This was an action of trover by assignees of a bankrupt against execution creditor. 1st count, conversion on day of seizure; 2nd, on day of sale. Judgment had been signed against the bankrupt on the 16th of June, 1841. Execution issued 17th June. Notice of bankruptcy was served on the 12th of July, and while the goods were still unsold. The sheriff obtained an interpleader order on the 13th of July, and subsequently, as the execution creditor would not proceed further, the question in *Whitmore* v. *Robinson* and *Skey* v. *Carter* being then undecided, the proceeds of the goods were paid out of court to the present plaintiff.

For the defendant it was contended, that the interpleader rule and the order to pay the money out to the plaintiffs were a settlement of the whole question, and that at all events, as the plaintiffs had received the proceeds, and as no special damage was alleged, the plaintiffs could only recover nominal damages.

By the Court.—We cannot inquire on motion whether the plaintiffs seek nominal or substantial damages. *Rule refused.*

Monday, May 27.

BROWN *v.* WILKINSON.

Demurrer to plea.

Action on a bill of exchange.

Plea.—That the bill was given by defendant as surety for A B, to the plaintiff, as agent of a loan society, and that the money had been advanced upon terms different from the usual rules of the society, and deductions made without the knowledge of the defendant.

The ground of the *demurrer* was, that it was not alleged that the defendant had agreed to become surety according to the rules of the society.

Peacock, in support of the *demurrer*.

Pearson, for the defendant, had leave to amend, or

Judgment for the plaintiff.

RICHARDSON *v.* STURTON.

A declaration by one tenant in common against another, as bailiff, for not accounting, must allege that he has received more than his just share.

Demurrer to a declaration in account.

This was an action under 4 & 5 Anne, c. 16, s. 27, by one tenant in common against another, as bailiff, for not accounting. The only point argued was, whether a declaration under that statute must allege that the defendant had received more than his share of the profits.

Archbold, in support of the declaration, contended that the very object of the statute was to do away with the necessity for the plaintiff to shew what the defendant had received, which he could only do by proceedings in equity; but that, if this allegation were necessary, the plaintiff might by a traverse of it still be put to the proof, and be driven for that purpose to his bill of discovery.

By the Court.—You must either shew an appointment to make him a bailiff at common law, in which case he would be liable for not accounting whether he had received any thing or not, or you must shew that he has received more than his just share, to bring him within the statute. The duty, and the breach in the declaration itself, are not inconsistent. You merely allege that it was his duty to account for what he had received more than his just share, and then you only allege that he has not accounted, without shewing that he has received more than his share. The same construction has been put upon the statute for centuries, and there is no authority to the contrary.

You may have leave to amend, or

Judgment for the defendant.

Case cited: *Wheeler* v. *Hawes* (Willes, 208).

WILLIAMS *v.* JARMAN.

Demurrer—Right to begin.

In this case the defendant demurred to the first count, and the plaintiff also demurred to the plea to the other counts of the declaration. *Willes*, for plaintiff, and *Best*, for defendant, both claimed to begin.

The Court thought the plaintiff should begin.

Cur. adv. vult. Afterwards the defendant had leave to amend.

HODGSON *v.* WALKER.

It is no excuse for not making profert of a deed, that the party pleading, being a party to the deed, has no part of it.

Demurrer to plea.

M. D. Hill, Q.C. in support of the demurrer.

Chilton, Q.C. contrà.

Defendant had pleaded that he had entered into a composition by deed with the plaintiff and other creditors, by which he had conveyed his property to trustees for their benefit, and that the plaintiff had released him. He excused *profert* of the deed by saying that it was in the hands of the trustees, who refused it to him.

By the Court.—There is no authority to shew that this is an excuse. Where there are several parties to a deed, of the 1st, 2nd, and 3rd parts respectively, it is supposed in point of law that each takes a part. This is sometimes neglected in practice, on account of the stamp acts, but we cannot take notice of a practice of that sort. The proper course with a view to ulterior proceedings is for each to take a part. The rules of law upon this subject are of great importance, and are not idle or capricious. In this case, however, the parties who have the deed are trustees, and a Court of Equity would probably have compelled them to produce it.

Cases cited: *Bain* v. *Cookman* (8 M. & W. 751); *Read* v. *Brookman* (3 T. R. 156); *Wallace* v. *Harrison* (4 M. & W.) *Judgment for the plaintiff.*

WINTER *v.* DIBDIN.

The Queen's chaplains in ordinary are privileged from arrest.

M. D. Hill, Q.C. obtained a rule *nisi*; to discharge the defendant from custody, on final process, on the ground of his privilege as a chaplain in ordinary to her Majesty.

Jervis, Q. C. afterwards shewed cause.

The case of *Byrne* v. *Dibdin* (1 C. M. & R.), where the same gentleman was defendant, and where he had been discharged after a very full argument, was cited. *Rule absolute, without costs.*

MALLAN *v.* MAY.

Case from Chancery.

It was referred back to the Vice-Chancellor, as the Court thought it a question of fact and not of law.

Tuesday, May 28.

DOE *dem.* ——— *v.* ———.

Hoggins moved for judgment against the casual ejector. There were several tenants in possession. The notice, as to one of them, contained the name of Hannah instead of John, but the declaration and notice were served upon John, and he was told that he was the person for whom it was intended.

Case cited: *Doe dem. Frost* v. *Roe* (3 Dowl. 563).

Rule granted.

Re ——— a Prisoner.

Henderson moved to make a rule absolute for the discharge of a prisoner, no cause being shewn.

The officer of the Court doubted whether the service of the rule was sufficient. The affidavit stated that it had been served on *the* housekeeper at the office of the attorney.

The Court.—That is not enough. She may have been the housekeeper of a place where there are several offices; you do not shew her to be the servant of the attorney. *Rule enlarged.*

Wednesday, May 29.

FOSBERRY *v.* GOODLAKE.

SPECIAL CASE.

On looking at the case, ALDERSON, B. suggested, that it did not appear by what judge the order had been made, or that he was a judge of the superior courts. Upon inquiry, it turned out, that although recited to have been stated by order of a judge, it had not been so in fact. The case was struck out, with instructions to the officers never to allow a case to be entered without having made this inquiry.

Struck out.

LANYON *v.* TOOGOOD.

SPECIAL CASE.

Under a contract for sale of a house, and also of furniture at a certain valuation, as soon as the title and sale of the house shall be completed, the furniture does not vest immediately in the vendee.

The question was, whether, an agreement having been made by the plaintiff for the sale of a house to A, accompanied by a covenant to sell the furniture at a certain valuation, as soon as the title should have been completed and the contract for the house carried into effect, the property in the goods passed

from the plaintiff unto the vendee, before the completion of the title, so as to make them liable to be taken in execution by his judgment creditor.

Judgment for plaintiff.

BUSINESS OF THE WEEK.

Friday.

MANSELL v. HEDGECOCK.—*Crouch.*—For an attachment against the defendant for not paying costs pursuant to a rule of Court, and the Master's *allocatur*.

PARRY v. JENKINS.—*Charnock.*—To discharge a prisoner, having been more than a year in custody, for a debt under 20*l.* *Rule absolute.*

RUSSELL v. HIGGINS and ANOTHER.—*Thomas.*—For a *distringas* to compel appearance against one defendant. *Rule refused.*

COGGS v. SOMERS, M.P.—*Saunders.*—For a rule to compute, with liberty to serve it at the Reform Club. *Rule accordingly.*

Saturday.

SEYMOUR v. CARR.—*Watson*, Q. C.—For a review of taxation. *Rule nisi.*

RILLEDGE v. SIMPSON.—*Martin*, Q. C.—To enter a nonsuit. *Turned into special case.*

CHAPPLE v. COOPER.—*Barstow.*—To set aside verdict for plaintiff, and enter verdict for defendant on second issue. *Rule nisi.*

THOMAS v. CORK.—*Henderson*—To set aside an order of Gurney, B. for a *capias*, and to discharge defendant from custody. *Rule nisi.*

EDMONDS v. WILLIAMS.—*Bramwell*—For a new trial. *Rule nisi.*

BROWN v. ——.—*C. Jones*—To discharge defendant out of custody, he having been twice in custody on the same writ. *Rule nisi.*

CARTER v. SHAKSPEARE.—*Kennedy*—For a *distringas*, for the purpose of proceeding to outlawry. *Rule absolute.*

SHARPE v. MILLIDGE.—*Borill*—For a *distringas*. *Rule absolute.*

BARNARD v. DELL.—*Robinson*—For a *distringas*. *Rule absolute.*

DOE *dem.* REYNOLDS v. ROE.—*Henderson*—For judgment against the casual ejector. *Rule refused.*

GILMAN and OTHERS v. BULMER and ANOTHER.—Rule for a new trial. The *Solicitor General*, *Martin*, and *Addison*, shewed cause. *Kelly* and Sir *J. Bayley*, contrà. *Cur. adv. vult.*

Tuesday.

RODGERS and ANOTHER v. [illegible] —[illegible], Q. C. and *Crompton* shewed cause against a rule to enter a verdict for the defendant, and to reduce the damages. *Cur. adv. vult.*

RIGBY v. RABY.—*Knowles*, Q. C. and *Cowling* shewed cause against a rule obtained by *Martin*, Q. C. for a new trial.

Damages reduced to 10l. by consent, and verdict to stand.

—— v. EASTERN COUNTIES RAILWAY COMPANY.—*Lawrence.*—To set aside interlocutory judgment signed on account of the omission in the margin of defendants' plea of the words "And another." *Rule nisi.*

Wednesday.

MARQUIS OF BUTE v. THOMPSON. —*Demurrer to plea.* *Erle*, Q. C. for plaintiff. *Kelly*, Q. C. for defendant. *Cur. adv. vult.*

FURNSTONE v. WHEELEY.—*Demurrer.* *Peacock*, for plaintiff. *Alexander*, for defendant.

Leave to both parties to amend.

BAIL COURT.

(Before Mr. Justice WIGHTMAN.)

Friday, May 24.

HARRIS v. PEAKE.

Warrant of attorney.

Quære, as to sufficiency of authority to enter an appearance.

Butt moved to set aside the appearance and judgment herein, and to discharge the defendant out of custody. In this case, judgment had been entered up on a warrant of attorney, which empowered J. W. Chapel and Henry Jakes, attorneys of the Queen's Bench, to enter an appearance in the said Court, &c. and it was contended, that the warrant of attorney was void in not authorizing an appearance in some specified court. *Rule nisi.*

Saturday, May 25.

(Before Mr. Justice COLERIDGE.)

ELLWOOD v. BEADLE

Frivolous demurrer.

Crompton moved to set aside the defendant's *demurrer* to the declaration herein, as frivolous, with costs.

The declaration was in debt, and it alleged that the defendant was indebted to the plaintiff in 20*l.* for goods sold and delivered, and in 20*l.* for board and lodging, and in 20*l.* on an account stated. To this declaration the defendant demurred, the grounds being that it does not appear whether the declaration consists of one, two, or three counts, and that there was no formal commencement to each count, and moreover, that the 2nd count does not contain the word "then." It was now insisted that it is immaterial whether the declaration be considered as composed of one count or of three, and that the formal commencement of the first count was sufficient for the others. This application had been made to Mr. Justice Wightman, at chambers, who, on having the dictum of Mr. Justice Parke, in *Morse* v. *James* (12 L. J. E. S. 417), cited to him by the other side, referred the plaintiff to the Court. *Rule nisi.*

Monday, May 27.

REG. v. SEALEY.

The Court will not grant a mandamus against an officer of a corporation for neglect of a duty imposed upon him by an Act of Parliament until a demand has been made upon him to perform it.

Cox moved for a *mandamus* against the defendant, who is the receiver of revenues and treasurer for the mayor, aldermen, and burgesses of Bridgwater, under the following circumstances. By a local Act of the 34 Geo. 3, for the regulation of the tolls and duties of that port, the receiver of revenues for the corporation is required annually to deliver in at the midsummer quarter sessions for the county of Somerset, an account of the receipts and expenditure under the statute; to which account any person paying the tolls may object. And the said receiver is to furnish to such person on demand, after the 30th of April, a copy of such account so intended to be delivered in; and by a subsequent section, the Quarter Sessions are empowered to reduce or remove such tolls and duties, should the produce exceed the expenditure. The defendant was the treasurer for the corporation, and receiver of its revenues. No such account as required by the statute had been delivered at the quarter sessions for upwards of thirty years: As a large revenue had been received, much more than sufficient for the purposes to which, by the provisions of the Act, it was to be applied, a demand had been made upon the defendant to deliver an account to the deponent, on whose affidavit this application was made; and he had accordingly furnished one, which shewed a large balance, upwards of 1,200*l.*, in hand, sufficient to justify the sessions in greatly reducing, or abolishing, the tolls and duties; but in consequence of the neglect of the defendant to deliver in his annual account as he was required to do, the Quarter Sessions were unable to make the reduction, [illegible] from their burdens. He, therefore, moved for a *mandamus* to the receiver to deliver the account at the next sessions.

COLERIDGE, J.—Has any demand been made of him to deliver the account?

Cox.—The only demand has been that with which he has complied, to deliver a copy of the account to the deponent.

COLERIDGE, J.—That is not enough. The return would be, that no demand had been made upon the defendant for the performance of the duty. The Court will not grant a *mandamus* in such a case, without a previous demand and refusal. You must make your demand upon the defendant to deliver in the account required by the statute at the next quarter sessions. Then, if he refuses or neglects to comply, you can come here for redress. *Rule refused.*

REG. v. THE CORONER OF POMFRET.

Certiorari to remove a coroner's inquisition, with the view to quashing same, for defects apparent on its face.

Tomlinson moved for a *certiorari* to remove an inquisition of the coroner of Pomfret in Yorkshire, with the view to its being quashed.

The application was made on the grounds of the inquisition being bad in the following particulars:—

1st. That no jurisdiction appeared on the face of the inquisition, the coroner being styled as for the liberty of the Honour of Pomfret in the West Riding of Yorkshire, and the inquisition appearing to have been taken at the house of William Stephenson, of Bradford, in the parish of Bradford, in the West Riding, &c. and omitting also to state that the inquest was taken where the body was found lying.

2nd. That the deodand was laid upon a steam engine and boiler, which from the description appeared to be fixtures, and not therefore the subject of a deodand.

3rd. That the death appeared to be caused by the escape of boiling water, notwithstanding which, the engine was described as the cause of death.

Rule nisi.

HUDSON v. SPARKS.

Setting aside copy and service of a writ of summons for irregularity.

Prentice moved to set aside the copy and service of the writ of summons herein, on the following grounds:—

1st. That the copy stated the writ to have been issued on the 13th of May, 1840, and that it was served on the 20th of May instant (more than four months from the date of its apparent issuing).

2nd. That the indorsement states the attorney to be "attorney for the said Charles Stone, of Oxford;" Charles Stone being neither the plaintiff nor the defendant. *Rule nisi.*

Ex parte HUTCHINS, *re* PEACH.

(See 3 Law T. 108.)

COLERIDGE, J. gave judgment in this case, which was an application to refer an attorney's bill to taxation, two promissory notes having been given for the amount, which became due within a year of the application, but which were given more than a year before it; and the question was, whether or not this was an application within a twelvemonth after payment, according to the provision of the 41st sec. 6 & 7 Vic. c. 73? His lordship was of opinion that the application was in time, and that payment in this case must mean the honouring of the instrument by actual payment, and not the giving of it in the first instance.

Wednesday, May 29.

(Before Mr. Justice WIGHTMAN.)

FORBES v. WHALLEY.

Motion to set aside copy and service of writ of summons, and all subsequent proceedings, with costs, on the ground of there being no actual service of the writ.

R. Allen moved for a rule, calling upon the plaintiff to shew cause why the alleged service of the writ, or copy of the writ of summons, and also the appearance according to the statute, and all subsequent proceedings, should not be set aside, with costs, no personal or other sufficient service having taken place, nor any sufficient indorsement having been made of such alleged service in the original writ of summons, pursuant to the rule of Court.

The motion was made on affidavits, shewing that no service in fact had been made by the party who had sworn to it, or by any one else, and that the first intimation which the defendant had of any action pending against him was through the service of the notice of declaration. *Rule nisi.*

REG. v. NUTTALL.

Where, upon an application to admit a party to bail on an inquisition, the coroner and prosecutor consent to the motion, the Court will admit to bail before the expiration of the rule to shew cause.

Crompton, having on a former day (see 3 L. T. [illegible] taken before the coroner of Bolton, when a verdict of manslaughter was returned against the prisoner, and also a rule to shew cause why he should not be admitted to bail, now applied accordingly. The rule, as served upon the coroner and the prosecutor, was to shew cause on Saturday next; however, both these parties had given their consent to the defendant's being at once admitted to bail.

WIGHTMAN, J. As they have until Saturday to shew cause, circumstances may arise before then to induce them to withdraw their consent.

Crompton. They have given their consent, and know that this motion will be made; the prosecutor is the next of kin of the deceased.

Admitted to bail, himself in 100l. and four sureties in 25l. each, or two in 50l. each.

DOE *dem.* EVANS v. SNEED.

Where a judge at chambers declines to make an order, it is equivalent to saying that the party is not entitled to the subject of his application.

In this case, which was argued last term (see 3 L. T. 107), WIGHTMAN, J. said he had looked over the affidavits, and he directed the rule to be discharged, unless the defendant would undertake not again to set up the title upon which he failed in the former ejectment.

Williams asked that it should be discharged *with costs*, as the application had before been made to Erskine, J. at chambers, and refused.

Bramwell.—It was not refused; the judge simply declined to make an order.

WIGHTMAN, J.—It is now considered by the judges that making no order is equivalent to saying that you are not entitled to your application.

Rule as above, but without costs.

RICHMOND v. LORD OXFORD.

Application to cancel the entry of satisfaction, the same having been made collusively, and with the view of defrauding a party beneficially interested in the judgment.

Ogle moved for a rule calling upon the defendant to shew cause why the satisfaction entered upon the roll herein should not be cancelled. The affidavits disclosed that, in 1842, the defendant gave the plaintiff his bond to secure 2,000*l.*, that, subsequently, the plaintiff Richmond assigned the bond to one Bennett for 800*l.* of which the defendant had notice, who nevertheless colluded with Richmond to get him to enter up satisfaction, in consideration of paying him 50*l.* which was accordingly done.

This application was made at the instance of the representative of Bennett. *Rule nisi.*

Thursday, May 30.

Reg. v. The Trustees of the Weymouth, Melcombe Regis, and Dorchester Turnpike Trust.

Ex parte Trenchard.

Application for a mandamus to trustees of a turnpike-road to compel them to complete an arrangement for stopping-up and conveying to the applicant an old and unused road.

Erle, Q. C., moved for a rule *nisi* for a *mandamus*, commanding the above trustees to stop-up an old road which had been abandoned under the following circumstances. Many years since it was deemed advisable to divert an old road (the subject of this motion) and to construct a new one, more commodiously situated for the public, which new one was to pass over the estate of the applicant, who consented to the arrangement, on condition (amongst others) that the soil of part of the old road should be made over to him. It was now insisted, by the applicant, that this arrangement was not carried out by the trustees, and that the public were still admitted to use the old road, notwithstanding the new road had been used for some years. On the part of the trustees, it was contended that they had no power to surrender the old road; but in answer to this it was argued that the 84th and 88th sections of the 3 Geo. 4, c. 126 gave them ample authority upon the subject. *Rule nisi.*

BUSINESS OF THE WEEK.

Saturday.

Ex parte Reginald Whitaker.—*Clarkson* having obtained a *habeas corpus* to bring up the body of the applicant, who was in Newgate on a charge of forgery, now applied that he might be admitted to bail on his own own recognizance and two sureties.—*Bodkin* appeared on the part of the prosecution, to consent.

Admitted to bail accordingly, himself in his own recognizance of 200l. and two sureties in 200l. each.

Alderson v. Westel.—*Bliss* moved to review the Master's taxation herein. *Rule nisi.*

Alderson v. Harrison. — *Lush* moved for a rule to set aside the judgment signed on the warrant of attorney herein, and to discharge the defendant out of custody, on the ground that judgment was entered up in vacation, when the warrant of attorney [illegible] *Rule nisi.*

Allen v. Douglas.—*Giffard* moved to discharge the defendant out of custody, under the 48 Geo. 3, c. 123. *Prisoner discharged.*

Monday.

Crocker v. Evans.—*Temple* moved to set aside the verdict for the defendant in this cause, which was tried before the under-sheriff of Middlesex, and for a new trial, on the ground of misdirection.

Rule nisi.

Reg. v. The Mayor, Aldermen, and Burgesses of Cambridge.—*Gunning* moved for a *mandamus*, commanding the above parties to proceed to the election of an alderman of the borough, the office of which had become vacant in consequence of the judgment of *ouster* pronounced against Mr. J. J. Deighton. (See 3 Law T. 74.)

Peremptory mandamus.

Phillpot v. Thompson.

Rule absolute without costs.

Reg. v. Newton.—*Newton* applied for a rule to change the *venue* in this indictment from Gloucestershire to Worcestershire, on the ground of prejudice in the minds of the jury. *Rule nisi.*

Tuesday.

(Before Mr. Justice Wightman.)

Rowles v. Senior and Others.—*Pashley* moved for leave to enter an appearance herein for the defendant on affidavits, disclosing a number of attempts made to serve him, and shewing circumstances from which it might be inferred that the process had come to his hands, though not personally served with it.

Rule refused; distringas granted.

Kerr v. Lawson, Executor.—*Watson*, Q. C. moved, on behalf of the defendant in this case, for a nonsuit or a new trial. The action was tried before the under-sheriff of Cumberland, and a verdict found for the plaintiff. *Cur. adv. vult.*

Wednesday.

Kerr v. Lawson, Executor. *No rule.* (See Law T. Tuesday.)

Bell v. Paxton.—*Watson*, Q. C. moved in this case (which was tried before the under-sheriff of Durham, and in which a verdict was returned for the plaintiff) for a nonsuit, or to enter a verdict for the defendant, or for a new trial. *Rule nisi.*

Walker v. Crouch.—*P. Taylor* moved for an attachment against the defendant for not paying a sum of money pursuant to an award.

Rule granted.

Thursday.

Cole v. Lavenne.—*Humfrey* moved for a rule to set aside the judgment and all subsequent proceedings, for irregularity, and as having been signed against good faith. *Rule nisi.*

—— v. The Marquis of Salisbury.—*Bayley*, Sir J., moved for the costs of the day, the plaintiff not having proceeded to trial pursuant to notice.

Rule nisi.

Reg. v. The Justices of Cumberland.—*Watson*, Q. C., having last term obtained a rule for a *certiorari* herein (see 3 L. T. 79), of which, in consequence of the necessary preliminary notice to the justices not having been given, he had not availed himself, now renewed his motion. *Rule granted.*

Whalley v. Taylor.—*R. Allen* moved for a rule granting permission to stick-up notice of declaration, and the particulars of demand, in the office, and to deliver copies at the agent's in town of the defendant, and at the defendant's last known place of abode, and that the same should be deemed sufficient service.

Rule granted.

Irish Reports.

QUEEN'S BENCH.

Wednesday, January 24.

Reg. v. O'Connell and Others.

Several thousand copies of a printed document were hawked about and sold during the entire day at a meeting in which some of the traversers took an active part, and no endeavour was made to stop their circulation: Held, that the crown had a right to read the document in evidence for the purpose of shewing the object of the traversers in bringing the meeting together, and to shew the general character and objects of the meeting.

It appeared in evidence that a repeal meeting, attended by a vast multitude of persons, was held on the 1st October, 1843, at the Rath of Mullaghmast; some of the traversers were present and took an active part; various mottoes and inscriptions were displayed at it; amongst them, "Mullaghmast and its Martyrs," and "a Voice from the Grave;" in the crowd there were a number of persons having labels on their hats, with the inscription "*O'Connell's Police*," and carrying wands or staves, who were employed keeping order about the platform and a pavilion erected on the ground. A policeman, named John Healy, proved that from an early hour in the morning until nightfall, persons were crying about and selling through this meeting a paper, the same as one put into his hands; and the witness stated, that he believed several thousands of them were disposed of; there was no evidence of any attempt to check their circulation. The paper, which was of considerable length, purported to be "a full and true account of the dreadful slaughter and murder" of 400 Irish by the English at Mullaghmast, in the time of Philip and Mary; it contained extracts from Taaffe's and Leland's Histories of Ireland, accompanied by comments upon the conduct of the English towards the Irish, and concluded in these words: "Warned, at all events, they (the Irish) should be against her treachery; a picture of the slaughter of Mullaghmast should be hung up in every Irishman's room to remind him of the brutality and perfidy of England, by the latter of which, much more than by her valour, she obtained dominion in this country." There was no signature to the document, but merely the words "Dublin, printed by John Hanvey, 2, Fleece-alley, Fishamble-street."

Smith, A. G. then proposed that this document should be read for the Court and the jury.

Moore, Q. C. and *Mac Dough*, Q. C. for the traversers, objected to its being received in evidence. These documents or ballads were not distributed gratuitously, but sold for profit, just as any thing else was sold at the meeting. There was not the slightest proof given of any connection between the traversers, or the persons who spoke on the platform at the meeting, or the Repeal Association, or any member of it, and the persons who distributed the papers in question. The traversers are responsible for every thing done at the meeting for their common purpose, and with their knowledge, but not every collateral declaration of one conspirator even would be evidence against the others. If this evidence was admitted, it would be in the power of any ill-designing person to convert a legal assembly into an illegal one by the distribution of documents at it. It was also relied on that the name of the printer attached to the document was not that of the authorized printer of the Repeal Association.

Smith, A. G.—In *Rex* v. *Hardy* (24 St. Tr. p. 437-8), it was decided that the Court had a right to look at a document offered in evidence, to see its purport and nature, and ascertain its tendency. It has been proved that Mr. O'Connell, at this very meeting, said, at Mullaghmast, "I chose it (the *Rath*) for an obvious reason; we are on the precise spot in which English treachery, aye, and false Irish treachery too, consummated a massacre unequalled in the crimes of the history of the world, until the massacre of the Mamelukes by Mehemet Ali. It was necessary to have Turks to commit a crime in order to be equal to the crime of the English; no other people but Turks were wicked enough, except the English." (The learned Attorney General then read several other extracts from Mr. O'Connell's speech, to shew that it corresponded in sentiment with the document in question, and referred to the same topics.)

This document enabled thousands of persons at the meeting, who were unable to hear Mr. O'Connell, to understand the meaning of the mottoes "Mullaghmast and its Martyrs," and "a Voice from the Grave." It is clearly admissible to shew the view with which 250,000 people were brought together; to shew that it was for the purpose of sowing discontent and disaffection amongst them, and to shew the general character and objects of the meeting.

Monaghan, Q.C. followed on behalf of the traversers, and

Greene, S. G. replied.

Pennefather, C. J.—The Court are of opinion that this document must be admitted in evidence, without saying what effect it ought to have as evidence, but merely that it ought to go to the jury as evidence of what they are hereafter to form their judgment upon. Mr. Monaghan has said that he could not deny that the document would be admissible, if it could be proved to have been circulated with the consent, or as forming part of the object, of those who called the meeting; but see how the case stands upon the evidence already adduced, and consider it with reference to the existence of the principle which Mr. Monaghan admits. There is evidence before the Court of the existence of the Repeal Association, consisting of large numbers of persons, assembling in different places, at different times, and causing the publication of documents for various purposes consistent with their object. We have evidence that those meetings were commenced by the authority of the Association, of which the several traversers are proved to be members. That in furtherance of that common practice, it was determined that a great monster meeting of the province of Leinster should be held on the 1st of last October, and that the place had been appointed a considerable time before, and therefore premeditatedly. That directions had been given to Mr. Brown, the printer, by the secretary of the Association, to strike off a large number of printed advertisements, one of which, printed on yellow paper, and in very large type, called together a meeting of the people of the province of Leinster, the people so called on to assemble receiving this significant hint at the bottom of the placard, "*Remember Mullaghmast!*" Now why was Mullaghmast so brought to their recollection? It is in evidence that Mr. O'Connell attended at the meeting there, and at the banquet which followed, and that he, on both these occasions, fully explained why he, acting on behalf of the Association, had chosen Mullaghmast as the place of meeting. He admitted that he had chosen it for the purpose of bringing to the recollection of those assembled the scenes alleged to have taken place there in former times. Whether that was calculated to produce excitement or not, it has been proved that such was the reason assigned by Mr. O'Connell himself, that the people might have in remembrance the cruelties and treachery of the Saxon race, with whom it was unsafe to have any dealings. It requires some consideration to say, whether the fact of Mr. O'Connell or the Association taking upon themselves to collect in this manner 250,000 persons, was not in itself, and without going further, an illegal act. I do not say whether it was or not, but this I will say, that those persons who venture to call together such a meeting, must abide by the consequences of their own act in so doing, and must be responsible for the acts done by the persons assembled. These documents, detailing the slaughter of 400 persons at Mullaghmast, were, it appears, largely circulated throughout the field, and whether the people were required to pay for them or not, seems to me to be of very little consequence; it is sufficient if they were circulated for the purpose of informing them of what previously occurred, and I cannot help observing, that it is extraordinary that Mr. O'Connell and the other persons who spoke at that meeting referred in their speeches to the very same topics which are mentioned in these documents, and called upon the people never to trust the Saxon again. In my opinion, therefore, so far from these publications being unconnected with the professed objects of the meeting, they were intimately connected with it; it would be impossible to say that a meeting of 250,000 persons was called together by advertisements at a particular place, and that then these documents relating to that particular place, and which were circulated at the meeting, were totally unconnected with it. I see not the slightest objection to receiving this evidence.

Crampton, J. was also of opinion that the evidence was admissible. All persons present at a meeting, whether legal or illegal, are *primâ facie* taking a part in it, and must be so considered, unless testimony to the contrary is produced, for which reason it is, that what was said a quarter of a mile from the platform might be given in evidence against those who were on the platform. Suppose a person read aloud to the people the contents of one of these documents, even at a considerable distance from the platform, would not that be evidence against the traversers? Certainly it would; and in the same way, if this document be distributed to thousands at the meeting, no lawyer can, in my opinion, contend that it is not

admissible in evidence against those who spoke at the meeting. It is then said, to shew that the speakers had no connection with this document, that they were sold for a halfpenny each. Now I think it would be a most dangerous rule to lay down, that seditious documents should not be considered as connected with a seditious proceeding, if distributed at it, because they were sold. However, I will not go so far as to say that if ballad-singers went and sung their ballads at such a meeting they would be admissible in evidence in all cases, though in some they might be. Under the present circumstances, I am of opinion that the document tendered in evidence ought to be received.

PERRIN, J.—I am of the same opinion. The conduct and character of the meeting are already in evidence, as well as the declarations of the parties there assembled. It appears that from "morning till night," several persons were occupied "circulating and crying" (these were the witness's words) these documents through the meeting, and no one appeared to prevent it, or to endeavour to stop them. I do not say what the effect of the evidence will be, nor could I, for I know nothing of the document; but I cannot see how it can legally be excluded, nor do I say that it will affect the Association or the traversers; that is a question for the jury to decide upon.

The document was then read by the officer of the court.

Wednesday, May 29.

REG. v. O'CONNELL and OTHERS.

The Court having this day unanimously refused the motion in arrest of judgment,

The *Attorney-General* moved that the defendants should be brought up for sentence to-morrow morning; upon which

Moore, Q.C. the traversers' leading counsel, stated that notice had been served on behalf of the traversers of an application to the Court, that in case their sentence should include imprisonment, the satisfaction of the sentence should be postponed until such time as the writ of error, which the defendants were about to sue out, should be disposed of.

The learned counsel stated that the motion would not occupy any considerable length of time, therefore it is not unlikely that sentence will be passed to-morrow (Thursday).

It is understood that no affidavits in mitigation of punishment will be filed. Great anxiety was evinced during the entire day up to the hour of adjournment, to ascertain the result of the proceedings, many persons being under the impression that sentence would have been passed to-day. The hall was densely crowded, and the interior of the court was filled almost to suffocation by the members of both branches of the Profession, and the public.

Meeting of the Judges.—The question whether or not attorneys have a right under the Prisoners' Counsel Act, to address juries, has just been decided in the negative by a majority of the judges. The question was brought under their lordships' consideration by the Chief Baron, in consequence of the right having been disputed in a case tried before his lordship at the last Spring Assizes for the county of Cork, on which occasion decisions both ways were cited. The judges, however, by a majority of ten to two, have resolved that the Act does not give attorneys the right to address juries.

It is said to be in contemplation to hold the Summer Assizes in future at a much later period of the year than has been the practice hitherto, so that a more equal interval of time may elapse between each gaol delivery; already a memorial against the proposed change has received the signature of a good many members of the Bar, who are opposed to the change.

SENTENCE OF MR. O'CONNELL AND THE OTHER TRAVERSERS.

Thursday, May 30.

At four o'clock this day sentence was pronounced by Mr. Justice Burton upon Mr. O'Connell and the other traversers.

The sentence upon Mr. O'Connell was twelve months' imprisonment and 2,000*l.* fine.

The sentence upon Mr. John O'Connell, Mr. C. G. Duffy, Mr. T. M. Ray, Dr. Gray, Mr. Richard Barrett, and Mr. Steele, was, nine months' imprisonment, and a fine of 50*l.* each.

Mr. O'Connell was further ordered to give sureties to keep the peace for seven years, himself in 5,000*l.* and two sureties in 2,500*l.* each. The other traversers for the same period to give securities in 1,000*l.* each, and two sureties for 500*l.*

Sentence having been passed—

Mr. O'Connell immediately rose, and said that he wished to remind the Court that he had made a solemn affidavit, declaring that he had never entered into a conspiracy with the other traversers, or committed the crime with which he was charged. He had now only to say it was his painful conviction that justice had not been done. A sudden and vociferous cheer from nearly all parts of the court followed this result; and although it was accompanied with the clapping of hands amongst the junior bar, and was two or three times repeated, the judges did not interfere, although evidently displeased.

The traversers were given into the custody of the sheriff of the city of Dublin, to be conveyed to the Richmond Penitentiary, on the Circular-road.

THE LEGISLATOR.

Summary.

THE week has been a holiday. It has brought forth neither performance nor promise.

Imperial Parliament.

HOUSE OF COMMONS.

PUBLIC BUSINESS TRANSACTED.

SESSIONAL PRINTED PAPERS.

Par. Num.
210. Justices' Clerks and Constables—Abstract Return.
241. Poor Law (Average Annual Expenditure of Parishes)—Return.
291 Bills—Metropolitan Buildings (amended).
298. — Courts of Common Law Process.
299. — Courts of Common Law Process (Ireland).
302. — Charitable Loan Societies (Ireland).
303. — Vestries in Churches.
Poor Law Commissioners—Tenth Annual Report.
Drainage (Ireland)—Second Annual Report.
287. New Forest—Returns.
295. Navy (Names of Officers wounded, 1802 and 1815)—Return.
296. Fee Fund (Treasury, &c.)—Return.
307. Patent Medicines—Return.
313. Bill—Slave Trade Treaties.
310. Union of Armagh, &c.—Paper.
315. Property Tax—Return.
325. Lunacy—Account.
327. Court of Arches, &c.—Returns.
320. Bills—Damage by Fire (Metropolis) amended.
321. — Courts Martial (East Indies) amended.
322. — New South Wales, &c. Government.
329. — Aliens.
245. — Joint Stock Companies Remedies at Law and in Equity.
317. — Bank of England Charter.
324. — Customs Duties (Isle of Man).
Union Workhouses (Ireland) Commission—Report.

BILLS READ A FIRST TIME.

Friday, May 24.

Aliens Bill.
Bank of England Charter.
New South Wales Government.
Salmon Fisheries, Scotland.
Customs Duties, Isle of Man.

Thursday, May 30.

Limitation of Actions, Ireland.

BILLS READ A SECOND TIME.

Friday, May 24.

Courts of Common Law Process.
Ditto Ireland.
Charitable Loan Societies, Ireland.
Slave Trade Treaties.

Thursday, May 24.

New South Wales Government.
Customs Duties, Isle of Man.

BILLS READ A THIRD TIME AND PASSED.

Friday, May 24.

Customs Duties.
Gold and Silver Wares Bill.

Thursday, May 30.

Stamps Duties.
Assaults, Ireland.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A THIRD TIME AND PASSED.

Thursday, May 23.

South Devon Railway.
Hythe Landing Place.

Friday, May 24.

Sheffield United Gas.
South-Eastern Railway.

Thursday, May 30.

Swansea Harbour.
Cwm Celyn and Blaina Iron Company.
Salisbury Branch Railway.
Manchester Royal Infirmary.

HOUSE OF COMMONS.

CRIMINAL APPEALS.

THURSDAY, May 30.—Mr. FITZROY KELLY, in moving for leave to bring in a bill to provide an appeal in criminal cases, stated the reasons on which he based it. In all cases of civil action, a defendant can have a verdict set aside, and a new trial granted, on good grounds assigned; but in criminal causes, involving the character, property, or the life of an individual, the decision of a single judge, and the verdict of a single jury, rendered him amenable to all consequences. The reason why this anomaly in the law had been so long suffered to remain, was probably owing to the fact, that the middle and upper classes of society—those who had the framing and the improvement of our judicial code in their own hands—were comparatively little exposed to the operation of the criminal law, which fell chiefly on the humbler classes. He mentioned some striking instances, coming within his own personal experience, in one of which an individual had suffered death for a murder of which he was innocent, and in another in which, with great efforts, the life of the individual had been saved, after conviction, and he was subsequently restored to society. Had it been a matter of 5*l.* or even 40*s.*, a defendant had the power of carrying it by appeal up to the House of Lords. No doubt, in criminal cases, the presiding judge may reserve points of law for the consideration of the judges sitting in the Exchequer Court; but this was not a judicial, hardly a formal proceeding. The judges deliberated in private; if counsel were heard, it was only as a matter of favour: the decisions of the judges were not publicly announced, so that they might be recorded, and thus gradually accumulate a body of decisions, constituting a code of criminal law. Yet in civil causes, the parties concerned had the advantage of their appeals being heard in open court, in the Queen's Bench or the Common Pleas, with the aid of counsel. He proposed, by his bill, to assimilate, so far as it can be done, the criminal to the civil law, in this respect; giving to a prisoner convicted the right of moving the superior courts, to shew cause why the verdict should be set aside, and a new trial obtained, and, if the verdict were against law, why it should not be substituted by one of not guilty. He also proposes to give the power of carrying the case before the House of Lords, by a bill of exceptions or writ of error; leaving it to the discretion of the judge to suspend the execution of the sentence, by directing the prisoner to be kept in custody, or else admitted to bail, pending the final decision. It might be objected, that by leaving the arrest of a sentence to the discretion of a judge, a prisoner might still be exposed to the operation of prejudice or prepossession, and have to suffer a punishment which it might be finally decided he ought not to have endured. But this was incidental. Taking experience as our guide, we were warranted in presuming that justice would be done, and by giving the judge the power of directing the execution of the sentence, there was a check upon frivolous objections or appeals. Another objection might be made to the bill, that it would give the rich a great advantage over the poor. This also was incidental; the bill would confer the right on all; it would remedy many grievous wrongs, falling mainly on the poorer classes, through the present state of the law; it would save the House of Commons, and the public press, many of those discussions, arising out of allegations of injustice, especially in political cases; it would interfere with no existing right or interest [illegible] place our criminal law on a pure and righteous basis.

Mr. GODSON seconded the motion with a few observations.

SIR JAMES GRAHAM could not, against so eminent a lawyer, and in the face of the able speech with which he had prefaced his motion, resist the preliminary proceeding of introducing the bill. But he inculcated great caution in entertaining the proposed alteration. There was this difference between civil and criminal cases, that in the one it was frequently of great importance that long delay should take place, while in the other, as punishment was intended for example, it was frequently as of great importance, for the sake of the public, that execution of the sentence should speedily follow conviction. His own experience led him to place great reliance on the purity and comparative freedom from error of the administration of criminal justice by the judges of the land; and the proposed appellate jurisdiction in criminal cases would involve the necessity of increasing their number—a step the propriety of which he much doubted. But he abstained for the present from discussing the subject, for which, indeed, he was not prepared.

After a few explanatory observations from Mr. F. KELLY, he obtained leave for the introduction of his bill.

PARLIAMENTARY RETURNS.

PAUPERISM.—The following is an abstract of returns just presented to Parliament respecting paupers in Union workhouses in England and Wales. Returns have been received from 486 unions in England, and from 24 in Wales. The number of married paupers in the workhouses in England, on the 30th March, 1843, "who have been there above five years," was 671, and one in Wales. The number of such paupers in English union workhouses above 50, was 555, and one in Wales. The number of such paupers under 50 years of age was 116 in England, and none in Wales. 58 of such paupers in England, and none in Wales, may be considered able-bodied. There were 5,697 married paupers in the workhouses of England, and 445 in those of Wales, who have been therein less than five years. In England, 2,160 of such paupers had been admitted more than once, 1,514 twice, 750 thrice, 361 four times, 161 five times, 87 six times, 69 seven times, 52 eight times, 33 nine times, 21 ten times, 9 eleven times, 22 twelve times, 23 thirteen times, 6 fourteen times, 3 fifteen times, 3 sixteen times, 15 seventeen times, 5 eighteen times, and 12 twenty times and upwards. The numbers for Wales, under the same heads, are 53, 37, 11, 2, 3, five times, and none oftener. There were 4,799 married male paupers in England who had "died in the workhouse since the passing of the Poor Law

Amendment Act," and 43 in Wales; while there have died 3,271 females in England, and 22 in Wales. The next return relates to absconders. In 332 unions that have sent returns in England and Wales, in 1839, 298 persons were charged with having absconded from within the workhouse, and 2,326 from without the workhouse, leaving their wives and families chargeable to the union; in 1840, the number was 299 from within, and 2,535 from without the workhouse; in 1841, 324 from within, and 2,494 from without the workhouse; in 1842, it had increased to 2,451 from within, and 3,709 from without the workhouse; and, lastly, in 1843, the number was 447 from within, and 3,600 from without the workhouse (exclusive of the returns from unions and single parishes under Local and Gilbert Acts). From those numbers 4,265 have been apprehended, and 3,864 became re-united to their families without being previously apprehended. Such is an abstract of returns that occupy nearly fifty folio pages of figures.

THE PROPERTY TAX.—A return of the net amount of duty collected for the year ended the 5th of April, 1843, also of the number of claims of exemption received at the Tax-office up to the 20th day of May, 1844, &c., has just been issued on the motion of the Chancellor of the Exchequer. We find, on examining this paper, that the gross total amount of the collection for the year in question was—in England, 4,989,801*l.*, and in Scotland, 394,324*l.*, making a grand total for the whole of Great Britain amounting to the sum of 5,384,125*l.* Of the former amount (4,989,801*l.*), the sum of 2,150,412*l.* was collected under schedule A; the sum of 298,763*l.* under schedule B; the sum of 812,892*l.* under schedule C; the sum of 1,466,985*l.* under schedule D; and the sum of 260,657*l.* under schedule E. This account is made up on the amount of duty collected to the 5th of April, 1844, in respect of the year 1842, ended April, 1843. The amount collected in Scotland cannot at present, it appears, be distinguished in schedules. The second branch of the return informs us that the total number of claims of exemption under the Property Tax Act received at the Tax-office up to the 20th of May, 1844, amounts to 82,854 (of which about 6,000 have been found defective, and returned to the surveyors for correction or amendment); that the total number of claims in which the duty has been repaid, amounts to 75,500; that the amount of the duty repaid is 69,101*l.*; that the total number of claims in which orders have been issued by the Board of Taxes for discharging the property of the claimants from assessment amounts to 49,370; and the total number of claims remaining in the office for examination and inquiry to 1,354, which were to have been disposed of during the past week.

POOR LAW RETURNS.—Mr. W. O. Stanley has moved for and obtained, in addition to the voluminous statistics on the same subject already presented to Parliament during the present session, a return of the average annual expenditure of the parishes comprised in each of the unions in England and Wales during the three years prior to union; the amount expended for the relief and maintenance of the poor, and number of paupers and illegitimate children relieved in the years 1841, 1842, and 1843; also the number of unions now without workhouses. From these returns the following general summary is obtained:—Taking all the counties of England, it will be found that the total number of unions amounts to 548, being an average of about 13 unions to each county; that the gross total population in 1841 amounted to 13,109,794 souls; that the average annual expenditure for the relief and maintenance of the poor three years prior to union, amounted to the sum of 6,332,904*l.*; that the expenditure for the relief and maintenance of the poor in the three following years amounted, in 1841, to 4,028,287*l.* in 1842, to 4,172,018*l.*, and in 1843 to 4,406,088*l.*; that the total number of in-door and out-door paupers relieved during the winter quarters of the same years, 1841, 1842, and 1843, amounted respectively to 1,043,118, 1,153,256, and 1,250,466, and that the total number of illegitimate children (in-door and out-door) relieved during the same periods was, respectively, 25,361, 25,679, and 25,899, It appears further, that the proportion of illegitimate children in 1843 to every 1,000 of the total number of paupers relieved in that year was 20·7; and that the proportion of illegitimate children in 1843 to every 1,000 of the population, was 2·0. In Wales, the total number of unions amounted to 42, being an average of 3½ to each county; the population, in 1841, to 884,173 souls; the average annual expenditure for the relief and maintenance of the poor three years prior to union, to 276,030*l.*; that the expenditure for the relief and maintenance of the poor amounted in 1841 to 260,233*l.*; in 1842 to 266,642*l.*; and in 1843 to 273,407*l.*; the number of in-door and out door paupers relieved during the winter quarters of those years, amounted respectively to 73,405, 82,181, and 82,781; whilst the number of illegitimate children (both in-door and out door) relieved during the same period, amounted to 3,762, 3,678, and 3,800 respectively. The proportion of illegitimate children in 1843 to every 1,000 of the total number of paupers relieved in that year, was 45·9; and the proportion of illegitimate children, in 1843, to every 1,000 of the population, 4·3. Under the head of expenditure for the "relief, &c., of the poor," the following items are included, viz., in maintenance, out-relief, establishment charges, with salaries, workhouse and emigration loans repaid, and other purposes "immediately" connected with the relief of the poor.

BEER.—A return to an order of the hon. the House of Commons, dated the 2nd of April, 1844, for an account of the quantity of beer exported, from the 5th day of January, 1843, to the 5th day of January, 1844, gives 146,621 as the number of barrels of beer on which drawback was paid.

CRIMINAL LUNATICS.—The hon. and gallant member for the city of Lincoln has moved for and obtained a return of the number of criminal lunatics now under confinement, specifying the name, age, and sex of each person, the place of confinement, the nature of the offence committed, and the period at which such confinement commenced. The following appear to be the results:—The number of criminal lunatics at present immured within the various gaols of Great Britain amounts altogether to 118, the crimes committed by whom, whilst labouring, we suppose, under "morbid delusions," comprise all sorts of offences, both against the person and against property, including murder, arson, burglary, rape, cutting and maiming, assaults, &c. One man, named David Davis, is confined in consequence of having fired at Viscount Palmerston, M.P. in the year 1818. The number of criminal lunatics now confined in lunatic asylums in the different counties of England and Wales, amounts—in Bedford to 3, in Chester to 11, in Cornwall to 8, in Devon to 6, in Dorset to 2, in Durham to 6, in Gloecster to 10, in Hants to 4, in Herts to 1, in Kent to 7, in Lancaster to 17, in Leicester to 4, in the licensed asylums of this metropolis to 22, in Norfolk to 1, in Norwich to 2, in Notts to 1, in Oxford to 2, in Salop to 3, in Somerset to 4, in Stafford to 2, in Suffolk to 6, in Sussex to 1, in Warwick to 2, in Wilts to 8, in Worcester to 3, in York (west riding) to 3, and in York (east riding) to 2. The return does not give any particulars respecting Wales.

WOOLLEN MANUFACTURES AND WOOL.—Accounts of the quantities of wool imported and exported in the year 1843, also of the quantities and declared value of British woollen manufactures exported from the United Kingdom in that year, have been printed, on the motion of the members for London and Leeds, Mr. Masterman and Mr. W. Aldam, jun. It appears from this paper, that the gross total quantities of sheep and lambs' wool imported into the United Kingdom in 1843 amounted to 47,785,061lb.; and that the net total quantity retained for home consumption amounted to 46,443,032lb., of which 17,736,388lb. were entered at a duty of 1d. per lb.; 7,804,918lb. at ½d. duty per lb.; and 20,901,726lb. duty free. The total quantities re-exported from the United Kingdom in the year 1843 were 2,734,541lb., and the quantities remaining warehoused in bond on the 5th of January, 1844, 3,827,513lb. By far the greatest quantity of the above wool, &c. comes from Germany and New South Wales. The total quantity of British sheep and lambs' wool and woollen yarn exported from the United Kingdom in 1843, amounted (the former) to 8,179,639 lb., and the latter to 7,410,313lb. The total quantity of Alpaca and Llama wool imported into this country last year, was 1,458,042lb., and that of mohair, or goats' wool, 575,523lb. More than two-thirds of our exports of sheep and lambs' wool are taken by Belgium, and the remaining third (on a rough calculation) by France. We also find that the gross total declared value of British woollen manufactures exported from Great Britain and Ireland during the year 1843 amounted to 6,790,232*l.*

THE MAGISTRATE.

Summary.

No subject relating to the administration of the Law claims the particular attention of the magistracy or the Profession, save the protest which appears among the leading articles of the Surrey Grand Jury against the continuance of this useless and troublesome tribunal. It is to be hoped that Parliament will speedily interfere for its supression.

THE LAWYER.

Summary.

No appointment has yet been made to the vacant Bankruptcy Commissionership. It will be seen that some new orders of importance have been issued by the Court of Review, an early copy of which we have procured. The Term has brought forth little of interest, but the subsequent sittings will doubtless yield some important judgments that are in arrear.

LEGAL INTELLIGENCE.

IN BANKRUPTCY, COURT OF REVIEW.

Monday, April 29, 1844.

The Right Honourable Sir James Lewis Knight Bruce, Chief Judge of the Court of Bankruptcy, and Sir George Rose, Judge of the Court of Bankruptcy, in pursuance of an Act of Parliament made and passed in the 1st and 2nd year of her Majesty, and intituled "An Act for abolishing Arrest on Mesne Process in Civil Actions, except in certain Cases, and for extending the Remedies of Creditors against the Property of Debtors, and for amending the Laws for the Relief of Insolvent Debtors in England," do hereby order and direct in manner following, that is to say:—

I. *Writs of fieri facias and elegit may issue to compel payment of money and costs.*—That every person to whom in any matter pending, or that shall be pending in the Court of Review, any sum of money or costs has or have been or shall be ordered to be paid, shall after the lapse of one month from the time when such order for payment was duly passed, be entitled by his solicitor to sue out of the Court of Bankruptcy one or more writ or writs of *fieri facias*, or writ or writs of *elegit*, of the form hereinafter stated, or as near thereto as the circumstances of the case will allow or may require.

II. *Time of passing to be marked on order for payment of money or costs.*—That upon every such order already passed or hereafter to be passed, the registrar or deputy registrar of the Court of Bankruptcy acting as registrar to the Court of Review, shall on request mark the day of the month and year on which the same was or shall have been so passed, and no writ of *fieri facias* or *elegit* shall be sued out upon any such order, unless such date shall be so marked thereon as aforesaid.

III. *Mode of execution of such writs. Writs to be filed. Fee for execution.*—That such writs when sealed shall be delivered to the sheriff or other officer, to whom the execution of the like writs issuing out of her Majesty's Court of Common Pleas at Westminster belongs, and shall be executed by such sheriff or other officer as nearly as may be in the same manner in which he doth or ought to execute such like writs, and such writs when returned by such sheriff or other officer, shall be delivered to the said registrar or deputy registrar, or be left at his office, and shall thereupon be filed as of record in the Court of Bankruptcy, and that for the execution of such writs such sheriff or other officer shall not take or be allowed any fee or fees other than such as are or shall be from time to time allowed by lawful authority for the execution of the like writs issuing out of the said Court of Common Pleas.

IV. *Writ of venditioni exponas.*—That if it shall appear upon the return of any such writ of *fieri facias* as aforesaid, that the sheriff or other officer hath by virtue of such writ seized, but not sold, any goods of the person ordered to pay such sum of money or costs as aforesaid, the person to whom such sum of money or costs shall be payable shall, immediately after such writ with such return shall have been filed as of record, be at liberty by his solicitor to sue out of the Court of Bankruptcy a writ of *venditioni exponas* in the form hereinafter stated, or as near thereto as the circumstances of the cases will allow or may require.

V. *Requisite endorsements on writs of fieri facias and elegit.*—That on every such writ of *fieri facias* and *elegit* so to be issued as aforesaid, there shall be written the words "By the Court;" and there shall be indorsed thereon the description and place of residence of the party against whom such writ shall be issued, and also the name and the residence or place of business of the solicitor at whose instance the same shall be issued, and that every such writ be also indorsed for the sum to be levied according to the form used upon like writs issuing out of the said Court of Common Pleas.

FORMS OF WRITS.

No. I.

Writ of Fieri Facias, on an order of the Court of Review, for payment of money.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.

To the sheriff of greeting: We command you that of the goods and chattels of C D, in your bailiwick, you cause to be made the sum of £ which lately before us in our Court of Review in a certain matter there depending, intituled, "In the matter of E. F. a bankrupt," by an order of our said Court, bearing date the day of , was ordered to be paid by the said C D to A B, and that of the goods and chattels of the said C D in your bailiwick, you further cause to be made interest upon the said sum of £ at the rate of 4*l*. per centum per annum, from the day of (*a*). And that you have that money and interest before us in our said court immediately after the execution hereof, to be paid to the said A B in pursuance of the said order, And that you do all such things as, by the statute passed in the second year of our reign, you are authorized and required to do in this behalf, and in what manner you shall have executed this our writ, make appear to us in our said court immediately after the execution thereof, and have there then this writ.

Witness ourself at Westminster, the day of , in the year of our reign.

No. II.

Writ of Fieri Facias, on an Order of the Court of Review, for Payment of Money and Interest.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith. To the Sheriff of greeting. We command you that of the goods and chattels of C D. in your bailiwick, you cause to be made the sum of , and also interest thereon at the rate of 4*l*. per centum per annum, from the day of (*a*); which said sum of money and interest were lately, before us in our Court of Review, in a certain matter there depending, intituled, "In the matter of E. F. a Bankrupt," by an order of our said Court, bearing date the day of , ordered to be paid by the said C. D. to A. B.; and that you have that money and interest before us in our said court, immediately after the execution hereof, to be paid to the said A. B. in pursuance of the said order. And that you do all such things as, by the statute passed in the second year of our reign, you are authorized and required to do in this behalf. And in what manner you shall have executed this our writ, make appear to us in our said court, immediately after the execution thereof, and have there then this writ.

Witness, &c.

No. III.

Writ of Fieri Facias on an Order of the Court of Review for Payment of Money and Costs.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith. To the sheriff of , greeting. We command you that of the goods and chattels of C D in your bailiwick, you cause to be made the sum of , which said sum of money was lately, before us in our Court of Review, in a certain matter there depending, intituled, "In the matter of E F, a bankrupt," by an order of our said court, bearing date the day of , ordered to be paid by the said C D to A B, together with certain costs in the said order mentioned, and which costs have been taxed and allowed by [G. H. esquire one of the Deputy Registrars of the Court of Bankruptcy] (*c*) at the sum of , as appears by the certificate of the said [deputy registrar] (*c*) dated the day of and that of the goods and chattels of the said C D in your bailiwick, you further cause to be made the said sum of (*d*) together with interest at the rate of 4*l*. per centum per annum on the said sum of (*e*) from the day of (*f*). And on the said sum of (*d*) from the day of (*g*). And that you have that money and interest before us in our said Court, immediately after the execution hereof, to be paid to the said A B in pursuance of the said order. And that you do all such things, as by the statute passed in the second year of our reign, you are authorized and required to do in this behalf, and in what manner you shall have executed this our writ, make appear to us in our said court immediately after the execution thereof, and have there then this writ.

Witness, &c.

No. IV.

Writ of Fieri Facias on an order of the Court of Review, for Payment of Money, Interest, and Costs.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith. To the Sheriff of greeting. We command you that of the goods and chattels of C D in your bailiwick, you cause to be made the sum of and also interest thereon at the rate of 4*l*. per centum per annum, from the day of (*h*) which said sum of money and interest were lately before us in our Court of Review, in a certain matter there depending, intituled "In the matter of E F, a bankrupt," by an order of our said court bearing date the day of , ordered to be paid by the said C D to A B, together with certain costs in the said order mentioned, and which costs have been taxed and allowed by [G H, esquire, one of the Deputy Registrars of the Court of Bankruptcy] at the sum of as appears by the certificate of the said [Deputy Registrar] (*c*) dated the day of , and that of the goods and chattels of the said C D in your bailiwick, you further cause to be made the said sum of together with interest thereon at the rate aforesaid from the day of (*i*). And that you have that money and interest before us in our said Court immediately after the execution hereof, to be paid to the said A B in pursuance of the said order. And that you do all things as by the statute passed in the second year of our reign you are authorized and required to do in this behalf, and in what manner you shall have executed this our writ, make appear to us in our said Court immediately after the execution thereof, and have there then this writ.

Witness, &c.

No V.

Writ of Fieri Facias on an Order of the Court of Review for Payment of Costs.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith. To the Sheriff of greeting. We command you that of the goods and chattels of C D in your bailiwick, you cause to be made the sum of . for certain costs which were lately, before us in our Court of Review, "In the matter of E F, a bankrupt," by an order of our said court, bearing date the day of , ordered to be paid by the said C D to A B. And which costs have been taxed and allowed by [G H, esquire, one of the Deputy Registrars of the Court of Bankruptcy] (*c*) at the sum of , as appears by the certificate of the said [deputy registrar] (*c*) dated the day of , and that of the goods and chattels of the said C D in your bailiwick, you further cause to be made interest on the said sum of , at the rate of 4*l*. per centum per annum, from the day of (*i*). And that you have that money and interest before us in our said court, immediately after the execution hereof, to be paid to the said A B in pursuance of the said order. And that you do all such things as, by the statute passed in the second year of our reign, you are authorized and required to do in this behalf, and in what manner you shall have executed this our writ, make appear to us in our said court immediately after the execution thereof, and have there then this writ.

Witness, &c.

(*a*) The day on which the order was made, or if that were prior to the 1st of October, 1838, say "from the 1st day of October, 1838."

(*a*) The day mentioned in the order.

(*c*) Or as the fact may be, depending on whom the costs were taxed by.

(*d*) The costs.

(*e*) The money.

(*f*) The date of the order, or if that were prior to the 1st of October, 1838, say "from the 1st day of October, 1838."

(*g*) The date of the certificate, or if that were prior to the 1st of October, 1838, say "from the 1st day of October, 1838."

(*h*) The day mentioned in the order.

(*i*) The date of the certificate of taxation, or if that were prior to the 1st of October, 1838, say "from the 1st day of October, 1838."

SUMMER CIRCUITS OF THE JUDGES, 1844.

Midland	Lord Denman.
	Coltman, J.
Oxford	Tindal, C. J.
	Erskine, J.
Northern	Pollock, C. B.
	Cresswell, J.
Home	Parke, B.
	Gurney, B.
Norfolk	Alderson, B.
	Williams, J.
Western	Patteson, J.
	Wightman, J.
North Wales	Coleridge.
South Wales	Rolfe.

Mr. Justice Maule remains in town.

LAWYERS FROM CAMBRIDGE.

TO THE EDITOR OF THE TIMES.

SIR,—Turning to the Cambridge calendar to see in what year the Lord Chief Baron was admitted to the degree of Bachelor of Arts, I was surprised at observing the number of students who took a first class or Wrangler's degree that had thrived at the Bar. The following list (beginning with the last Chancellor and ending with the last made Queen's counsel) will act as a stimulus to the young Cantab, and afford instructive information to your readers:—

1794	Copley . . .	Lord Lyndhurst, Lord Chancellor.
	Taddy . .	Queen's Serjeant.
1795	Beckett . .	M.P. and late Judge Advocate.
1796	Reynolds .	Chief Commissioner of Insolvent Court.
1799	Boteler . .	Queen's Counsel.
	Tindal . . .	Lord Chief Justice of Common Pleas.
1800	Shadwell . .	Vice-Chancellor of England.
1801	Grant, R. .	Late Governor of Bombay.
	Grant, C. . .	Lord Glenelg, late Secretary for the Colonies.
1803	Starkie . .	Queen's Counsel.
	Parke . . .	Baron of the Exchequer.
	Prymme . .	Late M.P. and Professor of Economy in Cambridge.
	Coltman . .	Justice of the Common Pleas.
1805	Matthews . .	Queen's Counsel.
1806	Pollock . . .	Lord Chief Baron.
1807	Bickersteth .	Lord Langdale, Master of the Rolls.
1809	Alderson . .	Baron of the Exchequer.
1810	Maule . . .	Justice of the Common Pleas.
	Duckworth .	Master in Chancery.
1812	Rolfe . . .	Baron of the Exchequer.
1813	Romilly . .	Queen's Counsel and Registrar of the University.
	Amos . . .	Late Law Member of the Council of India.
1814	Kindersley .	Queen's Counsel.
1815	Wigram . .	Vice-Chancellor.
	Purvis . . .	Queen's Counsel.
1818	Lefevre . .	Late Under-Secretary for the Colonies.
	Malkin . .	Late Chief Justice of the Prince of Wales's Island.
	Godson . .	M.P. and Queen's Counsel.
1820	Waddington .	The Attorney-Gen.'s Counsel.
1824	Cowling . .	Deputy High-Steward of Cambridge.
1825	Wigram, L. .	Queen's Counsel.

Cambridge can boast of other lawyers—Mr. Justice Cresswell, Sir W. Follett, &c.

Yours,

A CANTAB.

[illegible], May [illegible]. The Queen was this day pleased to confer the honour of knighthood upon Frederic Thesiger, Esq., her Majesty's Solicitor-General.

WHITEHALL, May 27.—The Lord Chancellor has appointed William Bickley, of Sheffield, in the county of York, gent. to be a Master Extraordinary in the High Court of Chancery.

The Lord Chancellor has appointed Mr. William Bell one of the official assignees in the Court of Bankruptcy, in the room of the late Mr. Lackington.

MIDDLE TEMPLE, May 25.—This being the first call-day, in Trinity Term, of those students of this honourable society who had kept the usual number of terms to qualify them for admission to the bar, the undermentioned gentleman only was sworn in before the benchers present:—Mr. Joseph Nicholson, the only son of the Rev. Edward Nicholson, rector of Pentridge, in the county of Dorset.

GRAY'S INN, May 29.—William Shaw, Esq., was this day called to the degree of barrister-at-law, by the Honourable Society of Gray's-inn.

ATTORNEYS' GOWNS.—We understand the attorneys in many places have adopted the practice of wearing their official costume when they appear in public, in the discharge of their duties; and that several legal gentlemen in this town intend, immediately after the New Town Hall shall be opened, to do the same when attending the Courts of Quarter and Petty Session, Courts of Trial, and otherwise.—*Essex Standard.*

THE BAR.—It is stated positively to be the intention of the solicitors to reduce the fees accustomed to be paid to the members of the bar to one-half. This step has been determined on in consequence of the schedule of fees issued by the Lord Chancellor.—*Dublin Monitor.*

THE LAW OF ARREST IN THE CITY.—A curious circumstance, exemplifying the benefit of the law of arrest in the city, occurred a few days ago. A mercantile house in Jamaica, having determined upon a speculation of shipping a large quantity of goods for the markets of Central America, engaged a German, who was proceeding to those parts on some business of his own, to undertake the management of the speculation. The German accordingly proceeded on his errand, and the house in Jamaica received from him several letters, announcing sales from time to time made, until it appeared that nearly 5,000*l*. had been received, when the correspondence suddenly ceased, and the house could get no more answers to their letters. Under these circumstances, the firm naturally became alarmed, and set on foot inquiries concerning the German, when they learned that he

had gone to New York; and, subsequently, that he had sailed for England. They forthwith despatched one of their clerks to England by a steamer, which was fortunately on the point of starting, in search of the party. The clerk arrived in London late on the evening of the 11th ult., and on the following morning proceeded to the house of the correspondents of his employers. The correspondents, without delay, accompanied him to their solicitors, an eminent firm in the City, and, on their way, to adopt means of frustrating the palpable object of the German, they were lucky enough to meet the identical person coming out of the offices of the Columbian Mining Company. A messenger soon learned that the German had called at the office of the company in order to obtain an introduction to a bullion broker, and that he had been referred to a well-known City house of that description. At this critical time the parties ran off to the bullion broker's, who informed them that the German had left with them to be assayed a very large quantity bullion and gold dust, and was to call at two o'clock that afternoon to receive the value. Application was then made to a judge for the arrest of this wholesale robber, to effect which a warrant was granted, and an officer was posted ready to meet him at the place where the treasure lay. As might be expected, the German was punctual to his appointment, and on making his appearance was shocked and astonished at being grabbed for the sum of 5,000*l*. On being arrested he exclaimed, "Hang dis England—half an hour more and it would have been all right." He could not, of course, procure bail, and the only alternative he had was to make a full acknowledgment, and to give up the key of his luggage, which, upon being searched, was found to contain bills and securities, amounting, together with the bullion and gold dust, to nearly the full sum for which he had been seized. The not least curious part of the story is, that the German arrived in London only a few hours before the arrival of the clerk of the Jamaica house, and that both put up at the same hotel, neither of them being aware of the *locus in quo* of the other. The business of the clerk, it will be observed, was completed in the most satisfactory manner in two hours, and in less than two days from that of their arrival, they were both passengers in the same vessel for Jamaica.

JUSTICES' JUSTICE.—*From the Preston Guardian, of May 25.*—The grand jury at this place ignored the bills against John Holgate and Richard Anderton, charged with stealing six drinking-glasses, at [illegible] on the 9th of April. On handing in these ignored bills, the Chairman requested to know from the foreman upon what ground no bill had been returned, as it appeared to him that it was a clear case of theft. The foreman replied that it appeared to them, from the evidence adduced, that it was a mere "larking" affair. The Chairman expressed to the Grand Jury his strong disapprobation of their finding in these cases, and explained to them the nature of the oath which they had taken. The foreman and his coadjutors remained firm; but, at the request of the chairman, they again retired to consider their finding in these two cases. At the close of their duties, the foreman again returned the bills ignored, when the chairman severely censured the conduct of the jury, as a clearer case of theft never had come under his observation, the accused party having been actually found with the glasses in his pockets. The foreman, in reply, said the jury believed they had not been used as gentlemen by the court when their judgment was called in question by the chairman, who had been pleased to say that they were not men of common sense; and he (the foreman) wished to know whether they had not the power to ignore any bills that came before them? The chairman replied that the grand jury were not there to call in question the decisions of the court, and he believed they had manifested an unusual degree of obstinacy in still ignoring these bills, and ignorance as to the nature of their oath. The foreman said they had most impartially examined the evidence in both cases. The chairman answered that his opinion, and that of the bench of magistrates, was, that they had not done their duty. The jury were then dismissed.

THE CHANCERY COMPENSATION JOB.—It will be seen by our Parliamentary report that Lord John Russell defended Lord Cottenham from the imputation of having assented to the compensation clauses of the bill relating to the abolition of the office of the six clerks. In the debate upon Mr. Watson's motion, Sir James Graham defended the scandalous job by intimating that it had received the assent of Lord Cottenham. The right honourable baronet said that he had made the statement upon the authority of Mr. Wainwright. It is quite clear this matter cannot rest without some further explanation. Lord Cottenham's authority, cited by Sir James Graham, was quite enough to turn the division by the small majority—only sixteen—by which Mr. Watson's motion was refused. It would appear, that a gross imposition was practised upon the House of Commons in this misrepresentation of Lord Cottenham's opinion. Mr. Wainwright must explain how he came to lead Sir James Graham into this error, not less a reflection upon Lord Cottenham's character, than an insult to the House of Commons.—*Chronicle.*

WILL OF VISCOUNT SIDMOUTH.—The will and codicil of the late Henry Addington Viscount Sidmouth have just been proved in Doctors' Commons by Thomas Grimston Bucknall Estcourt, Thomas Hoskins, and William Townsend, esqrs. The will is dated in 1841, and gives nearly the whole of the property to his son, Leonard Addington (now Viscount Sidmouth), to Earl Powis "the full-length portraits of George the Third and Queen Charlotte," and the remainder of his pictures (which are considered one of the finest collections, including many by the old masters) to his son. To valet, butler, housekeeper, footmen, grooms, and a host of other domestics, legacies varying from 5*l*. to 200*l*. The codicil is dated as lately as 1843. The personal property is sworn under 35,000*l*. After a very few unimportant legacies, he gives the residue of his property to his son.—*Britannia.*

WILL OF THE MARQUIS OF WINCHESTER.—The will of the Most Honourable Charles Ingoldsby Paulet, Marquis of Winchester, of Amport House, Andover, has just been proved by Henry Beaumont Coles, Esq., one of the executors, power of proving hereafter being reserved for Sir John Walter Pollen, Bart., the other. The will, which is very short, and dated 1843, gives nearly the whole of his property to his son (styled by courtesy Earl of Wiltshire), now Marquis of Winchester. To his executors 200*l*. each, as an acknowledgment for their trouble in acting as such; to butler, housekeeper, and very many other servants, annuities and legacies respectively, varying from 10*l*. to 100*l*. The personalty is sworn under 18,000*l*. The deceased was styled "Premier Marquis of England." the title of marquis having been bestowed on the family of Winchester on the creation in 1551.—*Britannia.*

THE DERBY AND LEGER LOTTERIES.—It has just transpired, from a source on which the most implicit reliance can be placed, that it is the intention of government to adopt measures for the immediate suppression of the above speculations. Arrangements are about being made with the magistracy to carry this intention of the government into effect; for which purpose the police authorities will receive instructions to give ample notice to publicans, that if they for the future permit "lotteries," or "sweepstakes," to be held, they will not only subject themselves to heavy penalties, but, by permitting them to take place on their premises, such an illegal proceeding will endanger the licenses of their respective houses. The great extent to which these lotteries have been carried has induced the government to come to the above resolution, and the suppression of every species of gambling at all public races will be followed up by strict regulations being issued for the abolition of the numerous Derby, Oaks, and Leger lotteries and sweepstakes which are established in almost every town and village of the least importance, from the Lands'-end to John O'Groat's. It is only within these last few years that the rage for this sort of speculation has become popular; consequently, the Derby lotteries have been supported by all classes of society, from the peer to the peasant. The amount of prizes varies from 2,000*l*. to 20s., the Bishes of the Derby world being Bake, of Manchester; Ashley, of Sheffield; and Evans, of Covent-garden. Some of these numerous lotteries have been, as is well known, conducted on the most rascally system, with a view solely to the aggrandisement of the scheming proprietors, who have not unfrequently held out the most tempting allurements by means of specious advertisements in the public prints, in order to victimize the public. The government assert that the existence of these lotteries, particularly being invariably held in public-houses and taverns, is pernicious to the public morals, begets an inordinate desire for gambling, and engenders habits of intemperance and profligacy, which justify the government in interfering to prevent the further spread and progress of this description of clubs, of the illegality of which there is not the slightest doubt, the suppression of which is consequently fully determined upon.

DETERMINATION OF THE HOME SECRETARY TO PUT DOWN GAMING AT RACES.—A letter was received yesterday morning by Robert Blunt, Esq., the mayor of Windsor, from the Right Hon. Sir James Graham, the Home Secretary, stating that it was the determination of her Majesty's government to suppress, by means of the strong arm of the law, every description of gaming at the various race-courses throughout the kingdom, and calling upon the authorities of Windsor to render every aid in their power, during the ensuing races at Ascot, to carry into effect the intentions of the executive by preventing gambling of every description from being carried on within the boundaries of their jurisdiction. Previously to the receipt of the communication from the Home-office by the mayor, a public notification had been issued by the magistrates, to the effect that no gaming-tables will be allowed in the borough during the race-week. Sir James Graham stated in his letter to the mayor, that if any extra force were required, in addition to the local police, to prevent gaming within the borough, a detachment from the metropolitan police would be forwarded from London to assist the police of the town in the suppression of gambling during the Ascot gathering. The Windsor police, however, being quite sufficient to carry the instructions from the Home-office into full effect, the offer of Sir James Graham was very respectfully declined.

CORRESPONDENCE.

CAPITAL PUNISHMENT.

TO THE EDITOR OF THE LAW TIMES.

"At all events, the fact is now palpable that capital punishment operates as an obstacle to the administration of justice, and consequently as an encouragement to crime."—*Leading Article of the* LAW TIMES, Vol. 3, No. 55, p. 46.

SIR,—Whether in the actual state of society capital punishment should continue a part of our criminal code, has become so very grave and engrossing a subject, one so deeply interesting to every thinking human being, for if *unnecessary*, it is no more nor less than a question of *social suicide*, that a letter advocating its continuance, however weak in premises, and illogical in conclusions, cannot, when published in your columns, be allowed to go unanswered.

Your correspondent, Mr. W. Giles, has entered his protest against the abolition of capital punishment, and having ventured, at the same time, to give publicity to his *reasons* for doing so, I may be permitted to *examine* them.

"The question," he says, "divides itself into two parts: whether the civil power *has* a *right* to inflict capital punishment; and whether the exercise of such right *is expedient*."

I apprehend that much might be said by skilful casuists on both sides of the first part of the inquiry, but as the consideration of it is unnecessary for the purpose of the present discussion, I am willing to concede to Mr. Giles the full benefit of Sir James Mackintosh's opinion to the extent he states it, viz. 'as a part of the right of *self-defence* with which societies, as well as individuals, are endowed." One thing, at any rate, may be regarded as certain, that whenever societies are placed in the emergent necessity of shedding blood in self-defence, blood will be shed with or without any pre-existent law expressly authorizing it.

But we are not discussing the right *in extremis*; the question agitating the public mind, and now at issue, is, whether the circumstances under which capital punishment is in the ordinary course of things, inflicted by our laws, are such, looking even to the extremest case of guilt so punished (murder), as render that infliction justifiable or even expedient?

Admitting the existence of an extraordinary emergency, in which the sudden stroke of death were required by society in *self-defence*—(I can really hardly conceive of such a necessity in time of peace!)—but admitting it for the sake of argument, *such* necessity we will say might be pleaded in justification of the extreme measure. It may well be questioned whether mere expediency would render the act justifiable;(*a*) but if we (the advocates of abolition) can make the *expediency* of capital punishment appear *merely doubtful*, surely humanity is entitled to a merciful construction of that doubt? But if, further, we can demonstrate the *inexpediency*, nay more, the downright *mischievous* tendency (and we say we can), of capital punishments, the further continuance of them becomes an abomination, clearly inconsistent with Christianity. Because, *independently of the question of necessity or expediency*, I deny and undertake to prove that no sanction can be found in the Sacred Writings for their perpetration in the present advanced stage of the world and of civilization.

Let us examine Mr. Giles's arguments. He begins: "With regard to the former (the *right* of inflicting capital punishment), Blackstone remarks on murder: 'The words of the Mosaic law (over and above the general precept to Noah, that "whoso sheddeth man's blood by man shall his blood be shed") *are very emphatical in prohibiting the pardon of murderers*. "Moreover, ye shall take no satisfaction for the life of a murderer who is guilty of death."'"

I reply,—First, the argument from the general precept proves too much, because if by the Mosaic law murder was punished capitally, so was blasphemy (Lev. xxiv. 10—16 incl.); where we find the two precepts put in juxtaposition. "He that blasphemeth the name of the Lord, dying let him die," v. 16. "He that striketh and killeth a man, dying let him die," v. 17. Neglect of the Sabbath (Num. xv. 35). Witchcraft (*very emphatically*, as judges formerly did not fail to remark: "Thou shalt not suffer a witch to live," Ex. xxii. 18). Adultery (*b*) ("They shall both die," Deut. xxii. 22).

(*a*) "Under the *New dispensation*, (says M. Woolrych), if even the great end of prevention were effected by the stroke of death, it might be questionable how far upon many occasions we should be justified in maintaining such severity in the land."

(*b*) This crime was capital here even in the days of Cromwell, and met not with the slightest mercy among the Hebrews.

Fornication in certain cases (Lev. xx. 17—19; Deut. xxii. 13—21 incl.). Striking, cursing, obstinately refusing obedience to father or mother (Ex. xxi. 15—17; Deut. xxi, 18—21 incl.). To suppress the truth—"He shall bear his iniquity," "which is usually understood of capital punishment."—Calmet, tit. "Perjury." (Lev. v. 1). Refusing obedience to the commandment of the priest on appeals in "hard and doubtful matters in judgment between blood and blood, cause and cause, &c." (Deut. xvii. 8—12 incl.) Many other instances of like severities might be gathered from the Mosaic code. Who would now think of quoting it, in favour or excuse of capital punishment for blasphemy, infidelity, or contempt of an Ecclesiastical Court! But by what reason does Mr. Giles, or any one else, distinguish between these awful denunciations? How is he taught to put his finger on one part of the Jewish code and say we are bound or justified by this, but this command is of no force whatever? How would he answer the law-givers of Cromwell's time, strangling the adulterer and the adulteress? Will it be urged (asks an able writer on the subject, Mr. Woolrych, in his "History and Results of Capital Punishment in England"); that abuse of parents should be forthwith punished capitally? "The reason," he adds, "fails at once." It is also to be borne in mind, when looking to the administration of the laws among the Hebrews, that they lived in a widely different state of things from what we have any experience of; that their government itself was a *theocracy*, signalized by the frequent immediate interference of the Deity, facts which open a field for much observation. But it will suffice to conclude my remarks on this point with a quotation from the last-mentioned work, which appears to me eminently appropriate:—"Reasons," says its author, "which we dare not venture to interpret no doubt actuated the Divine mind in those days (of the Jewish dispensation) in permitting the life of man to fall more frequently than at present a sacrifice to justice; but now that the *Christian dispensation* has been bestowed upon us, while we submit in silence to the sovereignty of Jehovah concerning that which is past, we cannot be surprised at the anxiety which is universally manifested in favour of life, nor at the increasing dislike of capital punishment."

I cannot help adding that, secondly, Mr. Giles's argument is bad; because, if the Mosaic precept be obligatory, we find it, as Blackstone remarks, "emphatically forbidding the *pardon* of murderers;" a power which, nevertheless, the Crown is continually exercising! Is the "prerogative" superior in this particular to the "Divine command?" The learned author of the Commentaries, who, in vol. iv. p. 47, had cited the general precept, gives us no explanation of the anomaly, where, in p. 457 of the same book, he tells us, "It is *remarkable* that there is no precedent of a pardon in the register for any other homicide than that which happens *se defendendo*, or *per infortunium*, to which two species the King's pardon was especially confined by the statutes 2 Edw. 3, c. 2, and 14 Edw. 3, c. 15."

In which "*remarkable*" instance, let me add, our law then bore a striking resemblance to the Jewish ordinances (Ex. xxi. 29, 30)—a fact which would seem to have invited the learned judge's attention. But, no; he passes on without one word of comment, to inform us that the stat. 13 Rich. 2, c. 1, enlarged the royal power, "provided the King were not deceived in the intended object of his mercy." At the revolution, he continues—"the doctrine of *non obstantes* ceasing, it was doubted whether murder could be pardoned generally;" but "it was *determined by the Court of King's Bench* that the King may."

It is clear that the divine command was obligatory on the Jews during the Jewish theocracy. It is equally clear that the able commentator did not look upon it as binding in his days in the light of a command; but he introduced it as a shift—an *ad captandum*" argument—in favour of the existence of a punishment, the propriety of which was not then much questioned; and consequently, having adopted so much of it as suited his convenience, he dismissed any further consideration of it; nor did he feel himself called upon to give any explanation of that course, or to shew (looking to the command as divested of its obligatory character) that what *was* good legislation one thousand years before the coming of Christ (Noah's epoch) *is* equally so nearly two thousand years after the opening of his divine mission, when the promulgation of his benevolent doctrines has gradually enlarged the sympathies and ameliorated the still progressive condition of the great human family. Nor has Mr. Giles, of Frome, done so.

It is much shorter work to start than answer objections; and I have been induced, knowing its popular character, to treat the argument from the Mosaic law at such length, that (with your kind permission) I will defer to a second occasion my reply to Mr. Giles's remarks on the sanction which "Christianity" and "reason," as he says, confer on capital punishment.

I am, Sir, yours truly,

GEORGE JOHN DURRANT.

Chelmsford, May 13, 1844.

ANSWERS

To some of the questions circulated by the Criminal Law Commissioners, for a copy of which see 2 Law Times, p. 358.

Question 1.—So far as my experience (acquired in the criminal courts of the county, and which has been generally as prosecuting solicitor) enables me to judge, I think, that the present procedure for the purpose of preliminary inquiry on criminal charges is as perfect as can be hoped to be attained, having regard to the necessary imperfection of all mundane affairs. The practice that vests in the justices the power to permit or disallow professional aid to persons under a charge of felony, for their defence on such preliminary inquiry, appears hard, but, in practice, the privilege, I believe, is rarely denied, where the ends of justice do not urgently require it. The present mode of binding over prosecutors and witnesses appears to me efficient, and I do not think that it would be prudent to alter or extend the powers of bailing.

2.—I think the present mode of formal charge by indictment is good, but I am of opinion that in cases not involving the life of the person charged, or where the punishment is less than transportation for life, and a preliminary investigation has been had before magistrates in petty sessions, which has been followed by a commitment, that the inquiry before a grand jury might well be dispensed with, and the accused party be put on his trial without the intervention of a grand jury; but in cases where the charge has been dismissed by the magistrates, and also in the above excepted cases, the jurisdiction of the grand jury should be retained. I should give a coroner's verdict involving a criminal charge against any person the same force only as a commitment by magistrates, and would put the party charged by such verdict upon his trial by indictment before the petty jury, without the intervention in any such case of a grand jury. I believe it is now the universal practice to arraign parties accused by the verdict of a coroner's jury as well on the coroner's inquisition as by indictment; this is done, to guard against the frequent errors that are found in coroners' inquisitions, which are usually prepared in haste, and often by coroners who have had no legal education.

3.—I most decidedly approve of the rule, so far as regards criminal charges, that requires the verdict to be unanimous.

4.—This is, I conceive, a question of much difficulty; it is, no doubt, most desirable that there should be some better and more extended power to correct the erroneous verdicts of juries in criminal cases, but I fear that such can hardly be attained but at a considerable expense to the accused party, which could only be borne by the rich; and it appears questionable whether it would not be more prudent to leave the matter as it is, than create a remedy which could only be useful to the wealthy, and thereby cause discontent among the poorer classes of society. I think the present practice of the judges at assizes, reserving questions of law for the opinions of the judges, is good, and power should be given to the justices at sessions to reserve points of law arising in criminal cases in those courts, upon which they should take the opinion of the judges at the next assizes, who should have power, where the case needed it, to consult with the other judges in the same way as upon the points reserved in their own courts.

6.—I am of opinion that the forfeiture of the property of a felon to the state is a proper penalty for his crime against society, but I would have felonies and misdemeanors better classified, and would put the petty larcenies among the latter class; corruption of blood appears only a relic of barbarism.

9.—The guilt of accessaries before the fact appears equal to that of the principal, and the moral guilt is frequently greater; therefore, I would abolish the distinction so far as regards principals and accessaries before the fact, but retain it as to accessaries after the fact; for an accessary after the fact is often induced to become so from a wish, produced by a benevolent inclination, to screen the guilty.

Yours, &c.,

THOMAS BURN, Jun.

To Readers and Correspondents.

We are informed that we have omitted to place in any List of Subscribers, either to the Law Times *or* Verulam Society, *the name of Mr. Heath, of Settle, who certainly ought to have appeared in both.*

A Solicitor *will not suit us.*

Atkinson and Son (Whitehaven).—*The subject shall have our early attention. Thanks.*

Alpha.—*Lord Brougham's singularly interesting speech on the Codification of the Criminal Law, as published in the Appendix, is verbatim.*

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THE LAW TIMES.

SATURDAY, JUNE 1, 1844.

TO SUBSCRIBERS.

The Publisher begs respectfully to inform them that, to obtain the benefit of pre-payment, the subscription for the current year, or half-year, must be paid during the next week, otherwise the full price will be expected for the past numbers of the volume in progress.

ADVERTISEMENTS OF SESSIONS, &c.

The time is approaching for announcing the various County and Borough Sessions; we, therefore, again call the attention of our readers to the importance of procuring them to be advertised in the Law Times, for the information of the Profession, to whom a knowledge of their times of meeting is almost essential. The Clerks of the Peace for Boroughs have generally authority to do so without special permission of the Councils, and we hope they will act upon it. In the Counties, the magistrates must consent.—Many have already done so. In others, the Law Societies have passed resolutions and framed petitions to the Justices, setting forth the utility of the information to them, and requesting that the notices may be inserted in the Law Times specially for the use of the Profession, and these petitions are to be presented at the next Sessions, and will no doubt be acceded to by the magistracy. This has been done in Yorkshire, and other Law Societies might beneficially follow such an example.

THE APPENDIX.

The First Part was published on Monday last. It embraces Mr. Redgrove's valuable Statistics of Crime in England and Wales as returned to the Home Office; an Analysis of the Criminal Statistics of the Metropolis; the Report just issued by the Tithe Commissioners; Lord Brougham's interesting and remarkable speech on the Introduction of the "Bill for the Consolidation of the Criminal Law," and a portion of the Bill itself, which is, probably, the most important legal treatise ever published, for it gives a complete and classified

analysis of the existing criminal law of this country.

The Bill itself is upwards of 200 folio pages, and, as it is in the House of Lords only, a copy of it cannot be procured except from a Peer, although it is a work which every Lawyer ought not merely to peruse, but to study.

As nearly as the calculation can be made, Parts II. and III. of the Appendix will complete the publication of this precious document, which will be followed by Mr. SERGEANT MANNING's learned report on the Law of Debtor and Creditor.

In reply to many inquiries as to the nature and intent of this Appendix, we beg to state, that its purpose is to supply to the Profession, at a very trifling cost, in a collected form and conveniently for binding with their volumes of the LAW TIMES, with copious Index for reference, legal documents whose length forbids their insertion in the body of the Journal, but which most of the members of the Profession would be likely to desire to possess either for reading or reference. We shall strictly adhere to the design of including in the Appendix only papers of *permanent* value and utility; so that, in fact, at one-twentieth of the cost of the same matter in the ordinary law-book form, they will procure a body of information, much of which they can obtain by no other means, and none but at tenfold the cost at which they will procure it here.

The part already published will convey the best notion of the *kind* of information that will be contained in the APPENDIX. It is not improbable that we may be induced to mingle with these public documents occasional treatises on branches of the law which do not justify a distinct volume devoted to them, but upon which every practitioner would find a learned essay extremely useful for reference, especially when it can be procured for the trifling cost of *ninepence* or a *shilling*. We have been offered a useful treatise on the *Law of Mandamus*, which, if the Profession approve, we may, perhaps, introduce in this manner. And so from time to time with other subjects.

As only a limited number of copies of this Appendix have been printed, readers who purpose to procure it should send their orders forthwith. The impression taken has been little more than one-third of that of the LAW TIMES, for the Publisher could form no estimate of the demand, and feared to risk too much.

THE REPORTS.

WE have received some complaints of slight inaccuracies in the Reports. In justice to the learned gentlemen to whom we are indebted for their notes, we must take this opportunity to observe, that the marvel is, how they contrive to be so accurate, not that they sometimes make mistakes.

Readers must bear in mind that the Reports of the LAW TIMES are peculiar; they profess to be nothing more than a Digest of Cases, and a sort of record of the business of the Court. It would be impossible to make them otherwise consistently with the design, which is simply to convey to the Profession such general information of the progress of decisions as may serve to inform them of *the substance* of judgments, until they can procure the *full* report through some of the publications which give it at length, and with the accuracy which can only be secured by inspection of the briefs and pleadings, and a reference to every case cited; and this necessarily involves delay.

The LAW TIMES Reports, on the contrary, aim primarily at speed of publication. To secure this, they must necessarily consist only of *the reporters' notes*, taken in the Court, amid its noise and hurry, the loud tones of counsel, and the low voices of the judges, names caught by the ear alone, and therefore very apt to be mis-spelled; and decisions delivered in the shape of a conversation, which makes it impossible always to ascertain precisely what it was. Thus, for instance, it not unfrequently happens that the judge merely says, *Take a rule*, and the reporter is left to guess whether it be a rule *absolute* or *nisi*, and so with a mass of other business. It is satisfactory to us to find that the errors of which complaint has reached us have been mainly of this kind. It is very rarely that the Reporter has erred in his facts or in *the law*. The main object of the Reports, so far as they interest the Profession generally, is, therefore, secured with singular accuracy. The mistakes that occur are such as interest only the party engaged in the cause; for it matters little to anybody beside, provided the law decided be correctly stated, whether the rule be *absolute* or *nisi*, or the verdict go for the plaintiff or the defendant.

We repeat, that it is a choice between the risk of occasional mistakes or delay; between invariable accuracy and speed. Both cannot, by any human skill, be secured. Reports must be *notes of cases* merely, like those of the LAW TIMES, or elaborate and revised Reports, whose appearance must be delayed for some months.

Some correspondents have strangely mistaken an announcement of last week, that BITTLESTON's and SYMONS's Magistrates' Cases would appear only in the Verulam Society Reports, which they have construed into a notice that no Magistrates' Cases will appear in the LAW TIMES for the future. We hope such a notion has not been generally received, for it is quite an error. We desire it to be understood that *all the usual Reports* of the LAW TIMES, Magistrates' Cases included, will be continued precisely as heretofore. No change whatever will be made in the Report department of this journal. Still the early note of *every* decision will be given here; and the *Verulam Society Practical Reports* will present to the Profession full and revised Reports of the most important and useful cases.

THE CRIMINAL LAW CONSOLIDATION BILL.

WE should be wanting in duty if we omitted to direct the special attention of the Profession to this valuable document, the produce of the united industry and ability of the Commission to whom was intrusted the task of inquiring into the Criminal Law. It is the first formal attempt at codification in this country, and as such it deserves to be received with a support and gratitude which will be confirmed by further acquaintance with its extraordinary merits.

Perhaps it should be explained that it is not, as many have *supposed*, a project for *changing* the law. It is merely an artistic collection, consolidation, and classification of the existing law. It alters nothing. It only defines distinctly that which was before doubtful, and puts into words that which previously existed in tradition under the title of the Common Law.

This Bill, therefore, has a twofold value. To the Profession it is of present practical utility as the most perfect treatise on the Criminal Law, the best methodized arrangement of its complicated provisions that ever has been published, and without which no lawyer's library can be complete, nor without acquaintance with which can any legal head be properly furnished. To the public it carries an early promise of the boon of an intelligible code by which individual conduct is to be regulated, and the urgent necessity for which is proved by the strange facts so eloquently stated by Lord Brougham, in the instructive speech with which he introduced it to the Legislature.

Very properly an interval is to be allowed for discussion and investigation before this great measure is made law, and advantage is to be taken of the opportunity to revise such parts of our criminal jurisprudence as reason and experience disapprove. Opinion, therefore, should be freely exercised and expressed upon it, and where can this be done more advantageously than in the columns of the LAW TIMES? To aid this object, the Bill itself, which can otherwise be procured with difficulty, is included in the APPENDIX, and we ask our readers to study it with the care it deserves, and make such comments upon it as their practical experience may suggest, provided only that they adopt that first virtue in all correspondence for the press—brevity.

We propose, in a series of articles, to survey its provisions, and use them to embody such remarks as the members of the Profession may forward.

The first subject claiming attention will be the objection raised by the Lord Chancellor and some others to that portion of the Bill which proposes to codify the Common Law; for all were unanimous in approving, nay, in admitting the absolute necessity of the design for codifying the Statute Law.

GRAND JURIES.

THE Grand Jury system is beginning to be understood, even by the non-professional public; to the Lawyer, its absurdity and inutility have long been apparent. Already we have recorded the protest by one Grand Jury against the needless cost and trouble to which they are put. Another has followed the example, and in emphatic language declared their opinion that the machinery is as worthless for any purpose of justice as it is vexatious to the public. The *Times* reports the following occurrence at the

SURREY ADJOURNED SESSIONS, MAY 28.

(Before Mr. T. E. JOHNSON, and an exceedingly full Bench of Magistrates.)

On the Grand Jury coming into court this morning with the first of the bills, the foreman handed in the following important presentment relative to the constitution of Grand Juries:—

"We, whose names are here subscribed, being the Grand Jury of the county of Surrey, in session assembled, do present—that it is the opinion of the Grand Jury, in the present improved mode of administering the public justice of the country, that the institutions of Grand Juries, though at the time they were established they were of great value, is now not only unnecessary, but actually injurious to the public interests:—

"1. Because the careful investigation of the cases by the committing magistrates, aided by professional men who appear for the prosecution and in the defence of the accused, have fully sifted the case in its preliminary stages. By this the institution of Grand Juries is rendered unnecessary.

"2. The opportunity for tampering with witnesses, in order that the evidence given before the Grand Jury may induce them to ignore the bill, although the evidence given before the magistrates fully justified the committal of the prisoner.

"3. That the province of the Grand Jury is often abused by having bills preferred which relate to accusations that have never been previously investigated by magistrates, and which are often the result of a desire to extort money from the parties accused, or for the purpose of revenge.

"For these reasons the Grand Jury consider their functions are no longer beneficial, that they are often injurious, and might be well dispensed with."

The presentment was signed by the foreman and the whole of the Grand Jury.

The CHAIRMAN remarked, that the presentment was a very important public document, and he understood that a similar one had been made in another place. It was not, however, in the province of the magistrates to offer any opinion on the subject; but he trusted it would receive that proper attention which its importance demanded by the official authorities to whom it would be forwarded. The learned Chairman having thanked the Grand Jury for their valuable services, they were then discharged.

LOOK OUT!

WE hasten to give warning to the Profession of an insidious inroad upon the privileges they have paid for so dearly, contained in the Poor Law Amendment Bill now before Parliament.

A clause in this Bill empowers Clerks to

Boards of Guardians, though not Attorneys, to practise as such in all matters relating to the administration of the Poor Law.

It is true that the present Poor Law Act empowers the officers of guardians to practise both at Petty and Quarter Sessions; but this provision is virtually repealed by the Attorneys and Solicitors Act. How it came to be inserted at all is a mystery, and affords another proof of the hitherto strange neglect of their interests by the Profession. Manifestly the proposition is an injustice, which they should strain every nerve to prevent, and representatives should be everywhere urged to oppose the obnoxious clause.

A correspondent suggests that, if it be not expunged, the Attorneys should demand, as a *quid pro quo*, a clause enacting that all workhouses should be open to decayed members of the Profession, without being required to prove their settlement, with extra rations, and an additional allowance of 1s. per week for pocket-money and luxuries. Seriously, it is a matter that should forthwith be looked to by all the Law Societies.

THE VERULAM SOCIETY.

The first number of the Practical Reports of the Verulam Society will be published on this day fortnight; the succeeding numbers as the supply of material permits. The number as yet subscribed for is far from sufficient to meet the cost; but rather than the Society should not have a fair trial, we have taken upon ourselves the risk.

Some correspondents have inquired what we mean by Practical Reports? Simply this: a collection of those cases only which are likely to be generally useful to the mass of the Profession in their practice. For instance, *All* Magistrates' Cases are required by nine-tenths of the Common-Law Bar, nineteen-twentieths of the Attorneys, and all the Magistracy: consequently, *all* the Magistrates' Cases in *all* the courts are included in the Verulam *Practical* Reports.

But there are multitudes of cases contained in the regular reports which are useful only to very few of the Profession—such as those involving the abstruser points of pleading; and law that turns up only once in a life. It is deemed to be a useless expense to the bulk of the Profession to pay at the rate of some threepence a page for a mass of such cases which they are never likely to want, because, even if they should occur, they would of course be referred to counsel, who can consult the libraries where the costly reports are stored, and therefore the Verulam Society purposes to give to the Profession those cases only which they are likely to require in ordinary practice, without putting them to the serious cost of purchasing the many they will never need. Such will be the *Practice Cases* in the Common Law Courts and the *Real Property Cases* in the Equity Courts. The latter are selected, because there is no Lawyer who ought not to be well versed in the current of decision upon that branch of law, which there are few Solicitors, especially in the country, who are not daily required to practise upon their own responsibility, and without the aid of counsel.

We trust that the meaning of Practical Reports is now sufficiently understood. It was the best *beginning* that could be made by the Society, because involving the least risk, and giving the greatest amount of useful matter. Besides, it has this advantage; that it will set in motion a machinery which will facilitate the adoption of that which is certainly the grand ultimate object of the Society, and which some complain is not done at once—a complete report of all the Courts. A little reflection will, we hope, satisfy the discontented, that the prudent course is to advance by steps, and try a risk of a few pounds, and a call upon the subscriber of some half a guinea for a year's Reports, before we hazard thousands, and are dependent upon a large demand for a work which at the cheapest must be costly.

It is with pleasure we are enabled to state that the positive announcement of a beginning has brought in many who had hitherto hesitated. During the past week many new members have been enrolled, and we are not without hope, that even the first publication will count sufficient supporters to insure the permanence of a scheme which we are confident needs only to be fairly established to receive the unanimous support of the Profession.

PRACTICAL NOTES ON STATUTES.

No. XII.

3 & 4 Vict. c. 24.

Costs.

Costs, as we have observed on several occasions, are creatures of the statute law; and the cases in which they are given or withholden entirely depend upon the construction of the various Acts passed from time to time for that purpose. No statute has been more beneficial to the community at large than the one which we have selected for the present article, which was passed to discourage frivolous actions, still more than the former statutes have done, and to simplify the application of the rule.

It repeals the 43 Eliz. so far as it relates to costs in actions of trespass, or trespass on the case, and the 22 & 23 Car. 2, c. 9, so far as it relates to costs in personal actions, and enacts:—

"That if the plaintiff in *any action of trespass or trespass on the case*, brought, or to be brought, in any of her Majesty's courts at Westminster, or in the Court of Common Pleas at Lancaster, or in the Court of Common Pleas at Durham, shall recover, by the verdict of a jury, less damages than forty shillings, such plaintiff shall not be entitled to recover or obtain from the defendant, in respect of such verdict, any costs whatever, whether it shall be given upon any *issue or issues tried*, or judgment shall have passed by default, unless the judge or presiding officer before whom such verdict shall be obtained, shall *immediately afterwards* certify on the back of the record, or on the writ of trial, or writ of inquiry, that the action was really *brought* to try a right besides the mere right to recover damages for the trespass or grievance for which the action shall have been brought, or that the trespass or grievance in respect of which the action was brought was *wilful and malicious*."

Sec. 3 provides that the Act shall not extend to actions of trespass over any lands, &c. in respect of which any notice not to trespass thereon or therein shall have been previously served by or on behalf of the owner or occupier of the land trespassed over, upon, or left at the last reputed or known place of abode of the defendant, or defendants in the action.

What actions are within the statute.—The words used are most general, and include all actions of trespass, and trespass on the case, and therefore, notwithstanding the provisions of 5 & 6 Wm. 4. c. 83, giving the plaintiff in a second action against a defendant for infringement of a patent, treble costs, when the judge had duly certified; a certificate under 3 & 4 Vict. c. 24, was held necessary to enable the plaintiff to recover any costs when only nominal damages had been given in such second action. (*Gillett* v. *Green*, 9 D. P. C. 219; 7 M. & W. 347.) By parity of reasoning, a certificate would seem to be required in actions under those numerous Acts which give double and treble costs, but which are no longer recoverable under any public local and personal, or local and personal, or local or personal Acts. The 5 & 6 Vict. c. 97, s. 1, enacted, that in such cases only the usual costs between party and party should be recovered (see *Cock* v. *Gent*, 2 Law T. 152, 3 D. N. S. 413); and the second section also took away the right to double or treble costs under public Acts, in lieu of which, the parties entitled are to receive "such full and reasonable indemnity as to all costs, charges, and expenses incurred in and about any action, suit, or other legal proceeding, as shall be taxed by the proper officer in that behalf, subject to be reviewed in like manner, and by the same authority, as any other taxation of costs by such officer."

It is the duty of the judge to determine from the evidence or from the record (not merely from the issues tried, as was required by the statute of Charles), whether the plaintiff originally *brought* the action to try a right, or to vindicate himself from the vexation of a wilful and malicious injury; and in either of these cases to grant the certificate when less than forty shillings are recovered. (*Marriott* v. *Stanley*, 9 D. P. C. 59; 2 Sc. N. R. 60; 1 M. & G. 853; *Shuttleworth* v. *Cocker*, 9 D. P. C. 76; 2 Scott, N. R. 47.) For instance, an action brought merely because the defendant had walked across the plaintiff's field would probably be deemed frivolous, and would involve no question of right; but the defendant might have have done it plainly for the purpose of annoyance and vexation, and then the certificate should be granted. So also an action for libel may be certified to have been brought for a malicious grievance; but the malice required to justify such certificate must be something more than the malice implied in law from the mere publication of calumnious statements against the plaintiff; it should be a personal malice, a real design to injure the plaintiff. (Alderson, B. in *Foster* v. *Pointer*, 1 D. N. S. 28; 8 M. & W. 395.) The accuracy of this definition of malice was, however, questioned by the same Court, in the very recent case of *Sherwin* v. *Swindalls* (3 Law T. 106), although, as will be seen presently, the decision was on altogether a different point. In an action for nuisance by the defendant's machinery, the defendant pleaded not guilty, and the judge was held to have power to certify (*Shuttleworth* v. *Cocker*); so also in an action on the case by the proprietor of certain medicines against the defendant for selling medicines as and for, and falsely represented to be prepared by the plaintiff, for it was an action in which a question of right might arise. (*Morison* v. *Salmon*, 9 D. P. C. 387.) A certificate was held by Coleridge, J. to be unnecessary, where the action was brought within the 3rd section of the Act by proof of the service of a notice not to trespass prior to the Act complained of. (*Bourne* v. *Alcock*, 5 Jur. 660.)

The Act does not apply to the recovery of damages upon a writ of inquiry after judgment upon demurrer, but only to issues tried and judgment by default. (*Taylor* v. *Rolf*, 2 Law T. 323, 13 L. J. Q. B. 39.) If the defendant pays more than 40s. into court, which the plaintiff takes out, but on the issue of damages *ultra* less than 40s. are given, the plaintiff will not be entitled to costs. (See *Taylor* v. *Rolf*.) If there are both issues in fact and issues in law, the plaintiff's success on the latter only entitles him to the costs upon them, and not to the general costs of the cause or the issues in fact. (*Brewer* v. *Dew*, 3 Law T. 60.)

When the certificate should be given.—In the early cases upon this Act the judges leaned to a very narrow construction of the word "immediately." Parke, B. doubted whether the certificate could be granted after another cause had been called on (*Gillett* v. *Green*, 9 D. P. C. 220); and Tindal, C. J. said "He should pause very long before he said that it was not necessary to grant the certificate without delay (*Shuttleworth* v. *Cocker*, 9 D. P. C. 76); but it is now settled that the word "immediately" does not mean so soon as the verdict is given, but within a reasonable time under the circumstances." (*Thompson* v. *Gibson*, 9 D. P. C. 717; 8 M. & W. 283; *Nelmes* v. *Hedges*, 2 D. N. S. 350.) Under the 22 & 23 Car. 2 the judge might certify that an assault and battery was proved, or that the freehold or title came in question, within four days of the trial; but the word "immediately" does not occur in that statute, and it would not be advisable, therefore, to rely upon that case as authorizing four days' delay under the present statute. (*Johnson* v. *Stanton*, 2 B. & C. 621.)

It is, however, in time after the judge has adjourned to his lodgings at the conclusion of the trial, or after another cause has been called on, and the jury sworn. (See cases last cited, and *Page* v. *Pearce*, 9 D. P. C. 815.) These cases have been held to overrule the decision in *Waggett* v. *Shaw* (3 Campb. 316), and to establish that the certificate for costs of special jury, under 6 Geo. 4, c. 50, may be also given within a reasonable time. (*Christie* v. *Richardson*, 2 D. N. S. 503.) In this case no application for the certificate had been made at the trial; but on the taxation of costs a certificate of the judge was produced, and it was held sufficient, as the affidavits did not shew that the certificate was given after an unreasonable time had elapsed.

Certificate under 8 & 9 Wm. 3, c. 11.—The Court of Exchequer decided last Term that a certificate that a trespass was wilful and malicious may still be given under the 8 & 9 Wm. 3 (*Sherwin* v. *Swindalls*, 3 Law T. 106). There the judge had certified under the impression that the case did not

fall within 3 & 4 Vict. c. 24, as defined by *Foster* v. *Pointer*, and it was on that occasion that the Court expressed their doubts upon the accuracy of that definition. The decision is important, as, under 8 & 9 Wm. 3, the certificate may be granted out of court at any time between the verdict and final judgment. (*Woolley* v. *Whitly*, 2 B. & C. 580.) It, however, only relates to actions of trespass.

Reviewing certificate by Court.—The Court have no power of reviewing the decision of the judge to determine its propriety. It is left by the Act of Parliament to his unfettered discretion, and the Court cannot interfere if the case could fall within the scope and object of the Act. (*Morison* v. *Salmon*, 9 D. P. C. 387; *Shuttleworth* v. *Cocker*, 9 D. P. C. 76; *Barker* v. *Hollier*, 1 D. N. S. 32, 8 M. & W. 513.) The case of *Pryme* v. *Brown* (1 D. N. S. 680), when examined, is not a decision to the contrary. There a rule was granted to set aside the certificate of the under-sheriff, on the ground that the certificate had once been refused by him, and subsequently granted in consequence of the representations of the jury. The Court of Common Pleas discharged the rule, because there was some doubt upon the facts as alleged; so that, had the facts been clearly established, the certificate would have been set aside. But this was not interfering with the discretion of the judge—not inquiring into the propriety of a certificate upon a consideration of the record and evidence; on the contrary, it was interfering because the under-sheriff had not obeyed the Act, and had not exercised his discretion at all.

Amendment of certificate.—Any misprision or neglect of the associate or officer, or accidental error, by which the certificate does not fulfil the expressed intentions of the judge, may be subsequently amended. (*Shuttleworth* v. *Cocker*, 9 D. P. C. 76.) It was doubted whether a judge could revoke a certificate under 43 Eliz. c. 6 (*Whalley* v. *Williamson*, 5 B. N. C. 200), although it had been done by Patteson, J. in *Anderson* v. *Sherwin* (7 C. & P. 527); but we should say that, under the present Act, he could not do so. After having exercised his discretion, and given it, he would, as to this, be *functus officio*.

Arbitrator's power to grant certificate.—An arbitrator, invested by the parties with the same powers to certify as a judge, must give his opinion in the matter immediately (which would probably be construed in his case with somewhat more strictness than in the case of a judge); but it will be sufficient for him to insert the certificate in his award, and it need not be endorsed upon the back of the record (*Spain* v. *Cadell*, 9 D. P. C. 745, 8 M. & W. 129); and the Court is in like manner without power to control his discretion, and will not even give an intimation of their opinion. (*Bury* v. *Dunn*, 3 D. N. S. 141, 1 Law T. 337.)

We cannot omit to notice the strong illustration which this statute affords of the necessity of some plan being adopted by which the legal effect of a statute should be considered before it is passed. Although intended to punish parties who brought frivolous actions, this statute actually conferred a boon upon those who had previously brought them, but had been debarred from costs by the 22 & 23 Car. For that statute being repealed, judgment was then signed, and costs became due upon such judgment. The Court of Exchequer took time to consider the question, but before they gave their decision (probably purposely delayed) the 4 & 5 Vict. c. 28, was passed, to empower the Court to stay proceedings in such cases upon such terms as they should think fit. (See *Roadnight* v. *Green*, 1 D. N. S. 65, 910.)

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

The Practice in the offices of the Masters on the Plea side of the superior Common Law Courts at Westminster, shewing the principles and rules observed by the Masters on the Taxation of Costs and other matters. By THOMAS DAX, Esq., one of the Masters of the Court of Exchequer. London, 1844. Owen Richards. pp. 392.

MR. DAX remarks in his preface to this singularly useful work, that, numerous as have been the books published on the subject of taxation of costs and precedents of bills, no treatise "has hitherto appeared describing, or in any way explaining, *the principles on which the Masters proceed on the taxation of such bills*, and many of the precedents of bills so published have been more or less inaccurate or insufficient, for want of such principles being known."

Every practitioner will at once recognize the truth of this observation, and will therefore give hearty welcome to a work which explains those principles with clearness and conciseness, and will thus enable the attorney to perform that most difficult of his tasks, the drawing of a satisfactory bill of costs for the purpose of taxation, without incurring the risk of over-charges or experiencing the loss arising from an omission to charge costs that would be allowed.

Such a publication would be of incalculable value to the members of the Profession, had it come from any respectable quarter; but issuing as does this volume from a gentleman whose official experience must have given him peculiar qualifications for the task and supplied a mass of information which could have been procured by no other person, it is obvious that a boon has been here offered to the Profession, for which their gratitude is due to Mr. DAX, and the importance of which in practice cannot be over estimated.

The treatise is divided into ten parts. The first relates to the appointment and duties of the Masters: the second treats of the principles and rules observed on the taxation of costs: the third of staying proceedings in actions and interlocutory matters: the fourth relates to miscellaneous matters and final judgment by default: the fifth to judgments on *posteas*: the sixth to evidence, and costs of and subsequent to trial: the seventh to the costs in actions for 20*l.* and under.

In making extracts from these topics, all so useful and so practical, we are perplexed by the very abundance of material. There is not one which might not be read with advantage, and we cannot too strongly recommend a careful perusal of every page of this volume by the practitioner, as well as by the student.

Perhaps the following will be as interesting as any thing we could select.

ATTENDANCE BY ATTORNEYS ON TRIALS OR REFERENCES.

"The allowance for the attendance of attorneys upon the trial of causes, or upon references, is peculiarly in the discretion of the Master.

"It is a matter for the discretion of the Master, with which the Court will not usually interfere, to allow for the expenses of the *country* attorney's attendance upon a reference in *town*, besides those of his *town* agent. And unless there be something manifestly wrong in the Master's decision, the Court has considered it a bad practice to interpose, regarding it as a matter peculiarly within his province to determine. (*Archer* v. *Marsh*, 7 Dowl. 541.)

"A country attorney, being a party to a suit, is not entitled to charge for attending the trial in London, though he act as his own attorney, unless it appear that it was necessary he should be there in person. An action was brought for a stationer's bill: the plaintiff lived in Middlesex: the defendant was an attorney at Stafford, and acted as his own attorney in the cause, although he, at the same time, employed an *agent* in *London*: when the cause was ripe for trial, he came to *London* with a witness, and obtained a verdict. On the taxation of costs, the Master only allocated to the defendant the common expenses of a witness, and of the travelling to London and back. The Court refused to interfere, on the ground that the attorney was a party to the suit, and unless it appeared that his attending the trial was necessary, which did not appear, it would be contrary to usage to allow the expenses of his attendance. (*Leaver* v. *Whalley*, 2 Dowl. 80.) The case here mentioned does not appear very clearly stated; but it is sufficient to shew that the expenses of a country attorney having an agent in London, coming to the metropolis to attend the trial of a cause will not be allowed, unless it clearly appears that his attendance is necessary, and that the trial cannot safely or properly be entrusted to the agent.

"Although an attorney attends a trial or inquiry in the character of a witness as well as attorney, he is not entitled to a greater allowance on taxation than when he attends only as attorney.

"In a case where, the attorney being a witness, the attorney's clerk conducted the cause, the Court sanctioned the allowance of both (*Butler*, Assignee, v. *Hobson*, 7 Dowl. 157); but in general it is unusual for the Master to make such allowance. And where a member of the same firm as the attorney who conducted the cause attended as a witness, the Court held that his expenses were properly allowed. (*Butler* v. *Hobson*, 5 Bing. N.C. 128.) But this must be limited to cases distinguished by special circumstances, as it is not the usual practice to allow these expenses.

"Where an attorney, being party to an action, obtains a judgment in his favour, he is, with the exception of the charges for taking instructions, entitled to the same costs as if he had conducted the action as attorney for some other person, and not merely to the costs which another person, suing or defending in person, would be entitled.(a)

"Where a country attorney, not being an attorney of the Court, is defendant in a cause, defended in the name of the *London* agent, who was an attorney of the Court, and the defendant attended the assizes in person, and the plaintiff was nonsuited, it was held that the defendant was entitled to his charge for attending the trial, drawing briefs, &c. all the business being considered to have been done in the name of the London agent.

"As to the costs of the trial, where a London agent has been employed to attend the trial of a cause, it is a matter in the discretion of the Master, with which, it is said, the Court will not interfere, to decide whether the costs of a journey to London, by this country attorney, shall or shall not be allowed.(b) The Master, however, will look at all the circumstances of the case before he allows the costs; and, at all events, he will require an affidavit, shewing the necessity of such an attendance, and a positive statement that the cause could not, under peculiar circumstances, be safely entrusted to the agent. In general, all necessary attendance by the attorney, whether as regards the different proceedings or the attending trials, will be allowed; but the attorney is always bound to shew that such are necessary, and if he does not, they will be disallowed.

"In attending a trial at the assizes, where the attorney resides at a distance, he is justified in being in attendance on the commission day, unless the cause be appointed specially to be tried on a particular day, or unless the cause be entered in a second list for a division of a county. Where a cause is in the list, there can be no certainty when it may be called on, as it may be tried at any time that the judge thinks proper, even though it be out of its turn.

"It is usual to allow for the attendance of a London attorney upon a trial of a cause at the assizes, in which he may be properly concerned, where the cause is difficult or complicated, or is of particular importance. But where it is manifestly unnecessary for him to be present, no allowance on his behalf will be made in costs."

The table contained in the next extract will be useful for reference.

"NOTICES.

"All necessary notices, or copies thereof, given during the progress of an action, such as notice of disputing bankruptcy, trading, &c. or to admit, &c. are, on taxation, allowed to the successful party, as costs in the cause. But notices given before the commencement of an action, except where the same are directed by some statute to be given, are not allowed.

"For the protection of public officers, and others acting under the supposed authority of Acts of Parliament, the legislature has, in some instances, positively required that notice shall be given preliminary to the action, to enable the party sued to make a tender of amends. Thus, for the protection of magistrates, and others who act in obedience to their warrants, it is enacted, by the 24 Geo. 2, c. 44, s. 1, 'that no writ shall be sued out against, nor any copy of any process at the suit of a subject shall be served upon, any justice of the peace for any thing by him done in the execution of his office, until notice in writing of such intended writ or process shall have been delivered to him, or left at the usual place of his abode, by the attorney or agent of the party who intends to sue, or cause the same to be sued out or served, at least one *calendar month* before the issuing out or serving the same, in which notice shall be clearly and expressly contained the cause of action which such party hath, or claimeth to have, against such justice of the peace, on the back of which notice shall be indorsed the name of such attorney or agent, with the place of his abode, who shall be entitled to the fee of 20s. for the preparing and serving such notice, and no more.' In such cases it will seen, as above, the costs of such notices are sometimes limited to 20s. or some other sum. Where the costs are thus limited, no more can be allowed on taxation of costs; but where the amount is not fixed, the Masters will allow the reasonable expenses of such notices, as also the costs of proving them at the trial, as in other cases.

The Parties to be served are	*Statutes.*
Clergymen (sued for non-residence)	57 Geo. 3, c. 99, s. 40.
Commissioners of Bankruptcy	6 Geo. 4, c. 16, s. 41.

(a) Chitt. Archb. c. 48; Jervis v. Dewes, 4 Dowl. 764; Parsloe v. Foy, 2 Dowl. 181; Leaver v. Whalley, 2 Dowl. 80.

(b) Parsloe v. Foy, 2 Dowl. 181; but see Madison v. Bacon, 5 Bing. N.C. 246.

The Parties to be served are	*Statutes.*
Justices of the Peace . . .	24 Geo. 2, c. 44, s. 1.
Officers of Customs	28 Geo. 3, c. 37, s. 25.
of Excise	7 & 8 Geo. 4, c. 53, s. 114.
of Army, Navy, and Marines	6 Geo. 4, c. 108, s. 93.
Treasurer of the West India and London Dock Companies	3 Geo. 3, c. 69.
Persons acting under	
The Building Act	14 Geo. 3, c. 78, s. 100.
The Turnpike Act	3 Geo. 4, c. 126, s. 143.
The Sale of Bread Act . . .	3 Geo. 4, c. 106, s. 29.
The London Court of Requests Act	5 & 6 Wm. 4, c. 94, s. 63.
The Westminster Court of Requests Act	6 & 7 Wm. 4, c. 137, s. 85.
The New Street Act	57 Geo. 3, c. 29, s. 136.
The Highway Act	5 & 6 Wm. 4, c. 50, s. 109.
The Tax Act	43 Geo. 3, c. 99, s. 70.
The Larceny Act	7 Geo. 4, c. 29, s. 75.
The Malicious Injuries Act .	7 Geo. 4, c. 30, s. 41.
The Metropolitan Police Act .	10 Geo. 4, c. 44, s. 41.
The Cruelty to Animals Act .	5 & 6 Wm. 4, c. 59, s. 19.
The Thames Watermen's Act	7 Geo. 4, c. 75, s. 93.
The Poor Law Amendment Act	4 & 5 Wm. 4, c. 76, s. 104.
The Newspapers' Duties Act .	6 & 7 Wm. 4, c. 76, s. 26.
The Houses of Parliament Act	1 & 2 Vict. c. 70, s. 36.

Notices are also required to be given by several Railway Acts.

"Where notices are given under the above Acts, the same are allowed on taxation, but modified according to circumstances. In some cases the statutes direct the costs of such notices to be limited, or fix the same at a sum certain. In other cases, the amount allowed will depend upon the necessary length, or the distances at which the same are necessarily served. (Bag. Practice, 68.)"

Many of our readers will be benefited by the information contained in the section on

"DEMAND BEFORE ACTION.

"In some cases a demand is necessary, and sometimes expedient to be made, before the commencement of an action. Thus, the demand of a perusal and copy of a warrant is necessary (24 Geo. 2, c. 44, s. 6) when an action is intended to be brought against a constable, or other person acting in obedience to the warrant of a justice; and this has been extended to persons acting under the warrant of Commissioners of Bankruptcy. (6 Geo. 4, c. 16, s. 31.) In such cases the reasonable costs of making the demand are allowed. In the case of writing a letter requiring payment of a debt before the commencement of an action, a fee of 3s. 6d. is allowed, and may be claimed by the attorney, even in the event of the debt being paid before a writ is issued. (*Morrison* v. *Summers*, 1 Dowl. 325.) But no more than the costs of one letter is ever allowed. (*Capel* v. *Staines*, 5 Dowl. 770.)

"It is sometimes expedient to make a demand in writing, where an action is intended to be brought to recover the possession or value of property from a person who has in the first instance lawfully obtained the possession of the same, but who unlawfully converts or detains the property; but it is never allowed on taxation, as between party and party."

We conclude with a valuable collection of the rules relating to

"COUNSELS' FEES.

"From the great variety to be found in the numerous actions that are tried, as regard the causes of action, the number of witnesses to be examined, the length of briefs, and the difficulties to be dealt with, it is quite impossible to frame a scale of fees to counsel to suit all such cases as may arise.

"Upon taxation of costs upon the *postea*, the Master will allow to the successful party such fees to counsel as, under the circumstances, appear to him to be reasonable; and he will be guided in his allowance as to the number of counsel according to the number of witnesses to be examined, the necessary length of the briefs, and the importance of the case, as have been particularly mentioned upon the subject of *Briefs*.

"In considering what fees should be given, the attorney must use a fair discretion; and if there appears to the Master to be nothing unreasonable in the amount, he will allow the same.

"The Master is also at liberty to allow fees to counsel for drawing or settling the different proceedings in the cause, where the same are special or out of the usual form.

"As regards the drawing or settling a declaration, the Master is entirely guided by the form of it in allowing or disallowing payment to counsel. If it be in the common form, the fee to counsel is never allowed, whatever difficulties the case may present. The same rule applies to pleas and subsequent proceedings; if the pleadings are special, the fees to counsel are allowed.

"Where particulars of the plaintiff's demand, or notices or admissions, are in a special and difficult form, fees to counsel will be allowed on settling them.

"The Master is also at liberty to use his discretion in allowing a case for the opinion of counsel on the evidence; and also for a consultation of counsel on the delivery of the briefs. The latter allowance was until lately confined, as between party and party, to one consultation in the cause; but now, where the cause is made a *remanet* at the assizes, or the trial is delayed for a considerable period after the consultation, the Master may use his discretion in allowing a second consultation, which he will do if it appear to him, from the circumstances of the case, to be reasonable or necessary.

"But neither the opinion on evidence, nor expenses of consultation, can be allowed until the cause is at issue.

"The Master is also at liberty to allow a retainer fee to one counsel in the cause.

"No refresher fee to counsel is allowed unless the cause goes over to another Term; nor is any fee allowed on attendance to hear judgment after argument.

"The payment of fees to counsel must either be vouched by affidavit or by the production of briefs, with counsel's signature thereto.

"The charge for instructions and payment to counsel for attending upon a summons at chambers is never allowed unless notice of such attendance by counsel be given to the opposite party, nor unless the opposite party has himself given notice of such attendance; but where notice is given on one side, the opposite side is entitled to employ counsel; nor will any fee to counsel be allowed for attending upon a writ of inquiry unless notice of such attendance be given.

"Notice is also necessary to be given where it is intended counsel should attend before an arbitrator. Where a cause was referred, and the plaintiff attended before the arbitrator by counsel, without giving notice to the opposite party that he intended so to do, the Court ordered the cause to be referred back to the arbitrator, and disallowed the plaintiff the costs of the day. (*Whatley* v. *Morland*, 2 Dowl. 249.)

"The signature of counsel is not required to pleas, or pleadings which conclude to the country; but pleas which conclude with a verification, with some exceptions, do require the signature of counsel. The exceptions are *plene administravit*, the bankruptcy of the defendant, and in trespass, *son assault demesne* and *liberum tenementum* in the Queen's Bench, and *comperuit ad diem, solvit ad diem*, and *nul tiel record*, in all the courts (Bag. Prac. 121), a demurrer must be signed by counsel, but not the joinder in demurrer; an assignment of error must also be signed by counsel, but not the joinder.(*c*) A plea of the Statute of Limitations, although it need not conclude with a verification, must, nevertheless, be signed by counsel. *Roberts* v. *Howard*, 9 Mees. & W. 838.)

"Although the courts appear in general unwilling to interfere with the free exercise of the Master's discretion, as appears by their decisions in numerous cases before adverted to in this work, yet there have been occasions where they have thought proper to use their authority in altering the Master's decision. Thus, where the Master only allowed the defendant a fee for one counsel in a case at Nisi Prius, involving matters of much importance, and requiring much consideration, but at the trial the parties agreed upon the facts, subject to the opinion of the Court upon a point of law, the Court, considering the case as it stood before the compromise was entered into, held that the defendant ought to be allowed the fees for two counsel. (*Grendall* v. *Godman*, 5 Dowl. 378.)

"The allowance to be made to counsels' clerks was regulated by the judges, and is therefore limited to the amount settled by the directions to the taxing officers. (See Richards' Costs, p. 33.)"

A Manual of Medical Jurisprudence. By ALFRED S. TAYLOR, Lecturer on Medical Jurisprudence and Chemistry, in Guy's Hospital. London, 1844. Churchill, pp. 679.

MEDICAL Jurisprudence ought to be a prominent branch of the studies of every lawyer, and yet how few members of the Profession possess even the most elementary knowledge of it. At every assize, how many cases are there that turn entirely upon questions arising out of this science, and how rarely are they conducted by Counsel without a lamentable exhibition of ignorance which would have been damning to his fame if displayed upon almost any other subject. A man who would blush to make a false quantity is not ashamed to own that he is ignorant of the locality of a nerve or artery, and would be indignant indeed if it were questioned that he was *educated!* And in this he claims the sanction of custom! The fault lies at the very basis of our educational system, which places words before things, sets a higher value on art than upon nature, and prefers two defunct dialects to the living language of creation, as revealed in the realms of science.

And if the members of the Bar be so ill-acquainted with Medical Jurisprudence, which they are daily called upon to deal with, much more is it an unknown science to the Attorneys, who are not required so publicly to engage in it. Yet to them it is not useless. They should remember that theirs is the duty of preparing the instructions upon which Counsel is to conduct the case, and upon the completeness of their instructions success is mainly dependent. But how can they collect the necessary evidence if they do not understand the matters to which their investigations are to be directed? Then, again, how many occasions are continually arising in which the Attorney is required to perform the part of advocate, and to examine professional witnesses and others upon medical questions, as in the preliminary investigations before coroners, magistrates, &c. Earnestly would we advise those who have not yet entered upon this study to do so without delay. They will assuredly reap advantages from it for which they will hereafter thank their adviser.

But what books shall they read? We have inspected many, but we have seen none so calculated upon the whole to serve the purpose of a text-book as this manual of Mr. TAYLOR. There are more elaborate works, it may be, more technically learned works, upon this subject; but there is none better calculated to instruct the student than this; and precisely because it is not so elaborate, nor so technical as its predecessors. Mr. TAYLOR possesses the happy art of expressing himself on a scientific topic in intelligible language, and so putting his information that the reader can readily understand his meaning. His volume, moreover, has the great attraction of portability. Its size fits it to be a Circuit companion. By a small but readable type, and no waste of margin, his treatise is comprised in limits that bring it, both in cost and compass, within the purse and portmanteau of the practitioner. An outline of the contents will exhibit his plan, and a specimen will shew his manner.

He first treats of poisoning in all its various forms; then of wounds; then of infanticide; then successively of drowning, of hanging, of strangulation, of suffocation, of death by lightning, cold, and starvation; of rape, of pregnancy and delivery; of birth and inheritance, of legitimacy, and, finally, of insanity. An Appendix gives, first, the tests and apparatus required in the analysis of poisons; and, second, the Medical Witnesses Act in relation to coroners' inquests. A very copious index affords a ready reference to the huge mass of information gathered in the volume.

Amid so much that is interesting and so much that is useful, we are perplexed what to select which shall at once exhibit Mr. TAYLOR's style and be instructive to the reader; the latter being a primary object in all reviews of the LAW TIMES. Perhaps the topic of most general interest will be the answer to the question

WHAT IS A WOUND?

"When a person is the subject of a wound or external injury, from the effects of which he ultimately recovers, a medical witness is often rigorously examined—with respect to the precise nature of the injury, and how far it involved a risk of life. The answers to these questions may have an important influence on the defence of a prisoner, when the crime is charged under particular forms of indictment.

"WHAT IS A WOUND? It may, I think, be safely asserted, that we shall look in vain for any consistent definition of a wound, in works on medicine and surgery. A wound is, perhaps, most commonly defined to be, a 'recent solution of continuity in the soft parts, suddenly occasioned by external causes.' Yet those who adopt this view do not regard as wounds, ruptures of the liver or spleen, burns by heated bodies, or simple dislocations and fractures, although all of these injuries are comprehended in the literal signification of the above definition.

"The following definitions of a wound have been furnished to me by three eminent surgeons of this metropolis.

"'A solution of continuity from violence of any naturally continuous parts.'

"'An external breach of continuity directly occasioned by violence.'

"'An injury to an organic texture by mechanical or other violence.'

"Owing to the unsettled meaning of the word wound, it has happened lately, on more than one occasion, that medical witnesses have differed in their evidence, and some difficulty has arisen in the prosecution of criminal charges. It has been asserted, that in order to constitute a wound, the skin should always be broken or injured; and this, as we shall see presently, is the interpretation commonly put upon the term by our judges. But those who have adopted this view do not regard burns produced either by

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(*d*) For the fees to counsel on ordinary or common cases, see Richards' Costs, [illegible]

heated metals or corrosive liquids, as wounds, although there seems to be no good reason why; under the above definition, they should be excluded.

"Technical difficulties of this kind, which only lead to the embarrassment of witnesses and to the acquittal of prisoners, charged with serious offences, might be avoided if the medical witnesses of England were allowed to adopt the comprehensive definition sanctioned by the legal tribunals of certain states on the Continent, namely, that 'a wound includes every description of personal injury, arising from whatever cause, applied externally.' It may appear contrary to propriety to designate a contusion or fracture as a wound; but the common definitions will be found on examination to be equally inconsistent, and to be attended in legal medicine by evil results, inasmuch as they lead to acquittals, not upon the merits of the case, but upon the most trivial pretences. This could not happen if the above comprehensive signification were generally followed. It appears to me, that in a case of this kind, we should rather regard the wants of justice than the rules of surgery. If medico-legal cases fail from differences as to the meaning of scientific terms among surgical writers, it is time that some fixed rule should be adopted. While the science of surgery cannot possibly suffer by such an innovation, the administration of the law will be rendered much more efficient.

"It cannot be denied, however, that an alteration of this kind, in the use of medical terms, must, in order to be attended with any good effects, receive the support of our legal authorities. This, probably, would not be long withheld, if good reasons for the change were afforded by medical witnesses. The present rule appears to be that no injury constitutes a wound in law, *unless the continuity of the skin be broken*, so that in a case where blows were inflicted with a hammer or iron instrument sufficient to break the collar-bone, and violently bruise but not break the skin, it was held not to be a wounding within the statute. (Archbold.) A recent Act of Parliament (1 Vict. c. 85), has in some measure provided for the punishment of persons guilty of inflicting such severe injuries, but still it has left the legal signification of the word wound unsettled.

"From several recent cases, it appears that an abrasion of the cuticle is not to be understood as a breaking of the continuity of the skin, the cutis or true skin must participate in the injury; and probably the cellular membrane beneath. A case was tried at the Central Criminal Court in August 1838, on a charge of cutting and wounding the prosecutor. The prisoner struck the prosecutor a severe blow on the temple with a heavy stone bottle, which was thereby broken to pieces. The prosecutor fell senseless, and it was a long time before he recovered from the effects of the violence. The medical witnesses in this case underwent a rigorous cross-examination by the prisoner's counsel, respecting the meaning of the word 'wound.' They said that there had been a separation of the cuticle or outer skin of the temples, although there was no absolute wound in the usual acceptation of the word. They further deposed that the prosecutor had lost the sight of his left eye, and the hearing of his left ear; and he was for a considerable time in a state of great danger, from which he had scarcely recovered. The prisoner's counsel contended that the injuries were not such as to constitute cutting and wounding in law. The judge said, in order that a wound, in contemplation of law, should have been inflicted, it was necessary that the *whole skin*, and not the mere *cuticle*, should have been separated and divided; and as the evidence did not shew distinctly that there was such a wound, those counts of the indictment could not be sustained. The prisoner was found guilty of an assault. Had he used a penknife, although he might have inflicted a much less degree of bodily injury, this man might, according to the above doctrine, have been found guilty under the high penal statute of wounding. (See also the case of the *Queen* v. *Mortlock*.)

"It would likewise appear that the continuity of the skin must be broken at the time of the infliction of the violence, and as a direct effect of it. Thus, if from a severe contusion, sloughing should take place, this would not constitute a wound, notwithstanding the very extensive destruction of the skin and soft parts, as an indirect result of the violence. So, if a bone of the leg be broken by a blow, and the skin lacerated and a compound fracture produced by the assaulted party falling, it is doubtful whether this would be a wounding within the statute.

"Again, if an assault be committed with a heated solid, such as a red-hot poker; although the whole skin might here be destroyed, it is extremely doubtful, whether such an injury would constitute a wound in law. In short, this subject, whether we regard it in a medical or legal aspect, is in a most unsettled state, and a conviction for the offence of criminal wounding must depend in a great measure upon the care used in describing the injury in the indictment."

[illegible] that this volume is one of the [illegible] specimens of typography we ever [illegible] it is a pleasure—of perusing.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Gazette, May 24.

Arrowsmith, E., tailor, first, 5s. Hobson, Manchester.—*Bulman*, J. J. oil-merchant, third and final, 2d. and 3-100ths of a penny (in addition to 9d.). Baker, Newcastle.—*Caton*, W. ironmonger, second, 1s. 2d. Fraser, Manchester.—*Cheetham*, T. sen. surgeon, first, 6s. 2d. Stanway, Manchester.—*Coates*, J. merchant, final, 3½d. Hobson, Manchester.—*Davison* and *Bell*, second Davison, 1s. 8d. (in addition to 4s. 3d.) Baker, Newcastle.—*Ewan*, J. A. draper, final, 2s. 0½d. Hobson, Manchester.—*Hood*, G. earthenware manufacturer, second, one eighth of a penny. Christie, Birmingham.—*Oliver* and *York*, bankers, second, 5s. 9d.; sep. York, 20s. Whitmore, London. *Potter* and *Co.* cotton-spinners, first, 5s. 6d. Fraser, Manchester.—*Prior*, H. stationer, second, 1s. 4d. Pennell, London.—*Seddon*, P. coal merchant, 3s. 9d. and 31-32nds of a penny. Hobson, Manchester. *Stone*, W. printer, first, 2s. 7d. Valpy, Birmingham. *Taylor*, W. merchant, first, 9s. Pennell, London.—*Wood* and *Port*, screw manufacturers, first, joint, 6s. 9d. Whitmore, Birmingham. *Worthington*, I. draper, third, 1s. 9d. Pennell, London.

Insolvents' Estates.

Hammond, B. slater, Kidderminster, 2s. 9d.—*Leadbeater*, G. H. innkeeper, Goole, 1s. 8½d.—*Doyle*, T. H. adjutant, South Island pl. Brixton, 3s. 1d.

ASSIGNEES OF BANKRUPTS' ESTATES.

Alden, J. butcher; C. P. Hammans, butcher, East Hanney, Berkshire, and the Market, Oxford, ass.—*Baker*, J. grocer; J. Addinell, druggist, Bishopsgate-st. ass.—*Banks*, S. victualler; W. H. Alexander, banker, Ipswich, and R. Darling, shipowner, Stockton-on-Tees, ass.—*Banner*, F. provision merchant; G. Walter, gent. Lombard-st. ass.—*Brunswick*, M. merchant; B. Johnson, and R. Groucock, warehousemen, Bow Church-Yard, ass.—*Burton*, Thomas, upholsterer, R. Burgh, fringe manufacturer, Bartholomew close, ass.—*Cattaneo* and *Cattaneo*, jewellers, M. Birkett, tin-plate worker, Wellington-st. Southwark, and P. Nathan, watch manufacturer, Caroline-mews, Bedford-sq. ass.—*Elliott*, J. innkeeper; J. Gotobed, brewer, Cambridge, ass.—*Kempster*, T. builder; G. J. Bird, timber-merchant, Waterloo-bridge-wharf, ass.—*Lamb*, E. B. builder; W. Bracher, painter, Great Ormond st. ass.—*Lancefield*, T. C. builder; T. F. Robins, gent. 9, Tokenhouse-yd. ass.—*Ma[illegible]*, R. victualler; P. Levonrn, gent. Liquor-pond-st. ass.—*Masterman*, R. surgeon; F. W. Easton, surgeon, Cleveland-st. Mile-end, ass.—*Morris*, P. R. merchant; J. Jones, draper, Sheffield, and F. R. Appleby, ironmaster, Eckington, Derbyshire, ass.—*Pledge*, J. bricklayer; J. Notley, builder, Dorset pl. Clapham-rd. and H. Williams, ironmonger, Kennington-cross, ass.—*Todd* and *Todd*, ironmongers; D. Davies, warehouseman, 5s, Goswell rd. ass.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, May 24.

Hills, G. farmer, Ridgewell, Essex, May 10. Trusts. J. Burleigh, farmer, Toppesfield, Essex, H. Golding, appraiser, Clare, Suffolk, and D. Hills, farmer, Ridgewell. Sol. Burleigh, Haverhill. *Roberts*, J. draper, Mile-end-road, May 10. Trust. H. Hooton, warehouseman, Bread-st. Sols. Reed and Shaw, Friday-st.

Gazette, May 28.

Lewis, J. slater and coal merchant, Nottingham, April 13. Trusts. J. Swan, draper, and N. Barnsdale, timber merchant, Nottingham. Sols. Cursham and Campbell, Nottingham.—*Taurton*, E. spirit merchant, Birmingham, May 16. Trusts. T. Upfill, iron merchant, Birmingham, and C. Reed, wine merchant, Bristol. Sol. Guest, Birmingham.—*Winter*, H. and J. cabinet makers and manufacturers of fancy waistcoats, Huddersfield, April 30. Trusts. J. Kaye, timber merchant, J. Booth, ironmonger, M. Greenwood, joiner, and T. Hayley, plumber, Huddersfield. Sol. Barker, Huddersfield.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, May 21.

DAVISON, THOMAS, grocer, tea dealer, and cheesemonger, Stockton-upon-Tees, Durham, June 7, at two, June 24, at one, Newcastle. Com. Ellison; Baker, off. ass.; Nixon, Symond's-inn, and Brignal, Durham, sols. Date of fiat, May 18. M. A. Davison, spinster, Stanton, pet. cr.

JOHNSON, JAMES CRAWFORD, and CHAPMAN, WILLIAM, manufacturing chemists, Manchester, June 4, at eleven, June 26, at twelve, Manchester. Pott, off. ass.; Hall and Mourilyan, Verulam-buildings, and Leming, Manchester, sols. Date of fiat, May 16. J. Chapman, cotton spinner, Prestolee, near Bolton, pet. cr.

MARTIN, JOSEPH WHITE, chemist and druggist, Newmarket, June 4, at two, July 5, at one, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Marriott, Colchester, and Jones and Co. John-st. sols. Date of fiat, May 15. W. Martin, tailor, Colchester, pet. cr.

PARSON, WILLIAM, grocer, May 29, at two, July 3, at twelve, Basinghall-st. Com. Evans; Johnson, off. ass.; Walker and Co. Southampton-st. sols. Date of fiat, May 14. S. Parmiter, tallow chandler, Southampton, pet. cr.

PIKE, JAMES MILTON, licensed victualler, 5, Great Bath-st. Coldbath-sq. June 4, at half-past one, July 4, at eleven, Basinghall-st. Com. Williams; Turquand, off. ass.; Stuart, New-inn, sol. Date of fiat, May 25. C. T. Pratt, dressing-case manufacturer, Vineyard-walk, Clerkenwell, pet. cr.

PITT, JOHN, innkeeper, Longdon, Worcestershire, June 4, and July 5, at half-past one, Birmingham; Christie, off. ass.; Bird and Co. Upton-on-Severn, and Bloxam, Birmingham, sols. Date of fiat, May 14. W. Harrison, maltster, Upton-upon-Severn, pet. cr.

SMITH, JOHN, calico printer, Bacup and Manchester, Lancaster, June 4, and July 1, at eleven, Manchester; Fraser, off. ass.; Atkinson and Saunders, Manchester, and Makinson and Saunders, Temple, sols. Date of fiat, May 4. F. White and T. Holt, drysalters, Manchester, pet. crs.

WEBB, BLOOMFIELD, cheesemonger, High-st. Southwark; May 31, at two, July 5, at one, Basinghall-st. Com. Fane; Whitmore, off. ass.; Brown and Co. Commercial Chambers, sols. Date of fiat, May 22. G. Wynen, merchant, Commercial-sale-rooms, Mincing-lane, pet. cr.

Gazette, May 28.

BARNARD, JACOB, clothes dealer, Nos. 178 and 219½, High-st. Cheltenham, June 13 and July 9, at one, Bristol, Com. Stevenson; Miller, off. ass.; Messrs. Winterbotham, Cheltenham, and Dix, Bristol, sols. Date of fiat, May 15. I. Parker, saddler, Cheltenham, pet. cr.

BRAND, THOMAS, livery-stable keeper, Stamford-st. Blackfriars, June 11, at half-past two, July 10, at one, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Harman, Earl-st. sol. Date of fiat, May 24. J. Berry, tailor, 61, Union-place, New Kent-road, pet. cr.

BERWICK, JOHN, worsted-stuff manufacturer, Windhill, Yorkshire, June 11 and July 2, at half-past eleven, Leeds, Com. Bere; Hope, off. ass.; Few and Co. Henrietta-st. Weatherhead and Burr, Bingley, and Naylor, Leeds, sols. Date of fiat, May 16. J. and J. Sutcliffe, worsted spinners, Bradford, pet. crs.

FLIGHT, EDWARD GILL, publisher, 1, Adam-st. Adelphi, June 4, at two, July 9, at eleven, Basinghall-st. Com. Fane; Alsager, off. ass.; Turner and Hensman, Basing-lane, sols. Date of fiat, May 20. J. Hanke, builder, 5, James-st. Covent-garden, pet. cr.

KEARSLEY, THOMAS, and WATT, THOMAS, bone merchants, Runcorn, Cheshire, June 8 and July 1, at twelve, Manchester. Com. Jemmett; Fraser, off. ass.; Harrison, Birmingham, and Smith, Bedford-row, sols. Date of fiat, May 16. W. Bryan, metal dealer, Birmingham, pet. cr.

LOUIS, EDWARD, wholesale perfumer and importer of foreign goods, 27, Gerard-st. Soho. June 6, at one, July 11, at eleven, Basinghall-st. Com. Williams; Graham, off. ass.; Crosby and Compton, Church-st. sols. Date of fiat, May 24. L. Lorrizot, and J. Laflette, importers of foreign goods, Addle-st. pet. crs.

MONK, WILLIAM, jun. currier and leather cutter, Nottingham, June 12 and July 4, at eleven, Birmingham, Com. Daniell; Whitmore, off. ass.; Parsons, Nottingham, and Spurrier and Chaplin, Birmingham, sols. Date of fiat, May 16. W. Holmes, tanner, Sculcoates, pet. cr.

OXLEY, EDWARD, jun. hatter and dealer in clothes, King's Lynn, Norfolk, June 8, at two, July 9, at twelve, Basinghall-st. Com. Holroyd; Groom, off. ass.; Dixon, New Boswell-court, and Ransom, Sudbury, sols. Date of fiat, May 20. J. King and W. D. King, gents. Sudbury, pet. crs.

SISON, JOHN, dealer in toys and fancy goods, St. James's-st. Brighton, June 10th, at eleven, July 10, at twelve, Basinghall-st. Com. Evans; Johnson, off. ass.; Rickards and Walker, Lincoln's inn-fields, sols. Date of fiat, May 17. G. Adam, auctioneer, Brighton, pet. cr.

Gazette, May 21.

Ackland, R. out of business, Mapledurwell, Hants.—*Basham*, T. out of business, Fieldgate-st. Whitechapel.—*Blachard*, S. boarding house keeper, Charles-st. Chelsea.—*Bridge*, J. foreman at a quarry, Dean, Lancashire.—*Davies*, R. out of business, Walton, Lancashire.—*Doyle*, T. marine store dealer, Liverpool. *Lucy*, J. butcher, Chester.—*Girling*, J. M. veterinary surgeon, Southampton.—*Glover*, H. B. clerk, Great Bland st. Great Dover-road. *Kersting*, G. schoolmaster, Oxford st. Mile-end. *Oliver*, S. S. clerk, Blenheim-place, St. John's-wood. *Rastell*, J. wheelwright, Thaxted, Essex.—*Rowley*, J. chimney sweeper, Sheffield.—*Samway*, J. brewer, Yalding, Kent.—*Shotbolt*, J. J. innkeeper, Pinchbeck.—*Turner*, W. clerk, St. Alban-st. Lambeth.—*Torey*, H. carriage lamp manufacturer, Bristol.—*Wadge*, J. foreman to a joiner, Grove, Holloway.—*Walker*, J. tailor, Fetter-lane.—*Wymer*, F. steward, Southampton.

PETITIONS TO BE HEARD AT BASINGHALL-STREET.

Baker, G. jun. ironmonger, St. Alban's-place, Edgeware-road, 5th June, at half-past eleven.—*Bracher*, F. N. schoolmaster, New Sarum, 6th June, at twelve.—*Brooks*, J. R. printer, Rochester, 30th May, at two.—*Buxton*, E. M. out of business, Hanover-st. Walworth, 1st June, at eleven.—*Everitt*, R. 69, Strand, 4th June, at one.—*Freeman*, T. A. appraiser, Lisle-st. Leicester-square, 30th May, at two.—*Hamm*, R. carpenter, Bedford-st. Tottenham-court-road, 5th June, at eleven.—*Hederstedt*, C. Lambeth-road, 4th June, at half-past eleven.—*M'Nolty*, P. currier, Chenies-st. Bedford-square, 30th May, at half-past two.—*Rolfe*, W. R. High-st. Shoreditch, 30th May, at two.—*Sladden*, H. I. assistant farmer, Herne, 30th May, at two.

TO BE HEARD BY ORDER OF COURT.

Town.

Gazette, May 24.

Court-house, Portugal-street, June 14, at nine.

Blake, H. gentleman's servant, Kennington-place, Kennington-common.—*Cottrell*, C. J. auctioneer, London-road.—*Exley*, D. bookbinder, Coburg-st. Clerkenwell.—*Howard*, G. L. out of employment, Suffolk-place, Hackney-road.—*John*, W. carpenter, Took's-court, Chancery-lane.—*Leman*, R. C. out of business, Moore-pl. Kennington-road.—*Moss*, W. D. compositor, Woking.—*Southwood*, W. slater, Orcus-st. Marylebone.

Same hour and place, June 17.

Blackwell, F. C. B. out of business, Bland-st. Great Dover-road (adj.).—*Duffill*, T. J. stone mason, Woolwich.—*Eagle*, J. tarpaulin maker, New Union-st. Little Moorfields.—*Iles*, H. sen. out of business, Townshend-rd. Portland-town.—*Monkhouse*, J. widow, in no business, Golden-lane.—*Poulton*, W. green grocer, Peacock-yard, Houghton-st. Clare-market.—*Rea*, T. coach-smith, Riding House-lane, Marylebone.—*Roberts*, W. sen. collector, St. Martin's-court, St. Martin's-lane.

From the Gazette of Friday, May 31.

Bankrupts.

Land, B. victualler, Hertford.—*Dethick*, W. lime merchant, Temple-st. Whitefriars.—*Harraden*, H. R. printseller, Cambridge.—*Anichini*, Q. B. V. J. merchant, St. Benet's-place, Gracechurch-st.—*Mardall*, J. W. insurance broker, New Shoreham, Sussex.—*Tyndale*, E. wine merchant, Ross, Herefordshire.—*Mitchell*, J. coal merchant, Nottingham.—*Newton*, T. cattle dealer, Holbeach, Lincolnshire.—*Baxter*, R. merchant, Sheffield.—*Homer*, F. L. merchant, Manchester.—*Beech*, T. grocer, Newcastle-under-Lyme.—*Lynn*, W. hotel keeper, Liverpool.—*Owen*, J. and S. merchants, Sheffield.

Equity Courts.

LORD CHANCELLOR'S COURT.

Friday, May 24.

Re Baryatinski, a Lunatic.

Practice in lunacy—Interim committee of the person—Petition to confirm the commissioners' report, and counter-petition—Right of reply.

This was a petition in lunacy by Lord and Lady Sherborn, to confirm the commissioner's report, appointing them interim committees of the person of the Princess Elizabeth Baryatinski, who is a daughter of a late Russian nobleman by a late sister of Lord Sherborn. The princess's mother had died a few weeks after the birth of her child, who had been bred up and educated in this country, under the charge of the grandfather and grandmother of the late Lord and Lady Sherborn. Since their death, she had lived with her uncle, the present Lord Sherborn, and, about 1830, having shewn symptoms of insanity, she was placed under the charge of a lady who had been a governess in the family, in a house taken for the purpose in the environs of London. She has a considerable fortune. Her father having married again, and had several children, one of whom, Madame Davidoff, came to England several years ago, and thinking the treatment her half-sister received under Lord Sherborn's direction to be neither kind or judicious, she communicated the circumstances to her brother the Prince Barzatinski, who, as soon as he was able, came to England to interfere on her behalf. Then Lord Sherborn procured a commission of lunacy to be issued, and the princess was found a lunatic. That was not questioned; but the Russian relatives objected to Lord Sherborn being continued as committee, because his plan of treatment, and to which he stated his intention to adhere, was much calculated to increase the malady. The Russian relatives also presented a petition that another person, on whose judgment they could rely, might be joined with Lord Sherborn as committee of the person.

Sir *C. Wetherell* and *Walpole* appeared for Lord Sherborn, and,

Erle, *Stuart*, and *Walford*, for the princess's family.

A question arose as to which side should begin, and thereby have the right to a reply.

Sir *C. Wetherell* contended that as his client's petition was to confirm the report, it was of course that he should open the case.

Stuart said the petition of his clients was in the nature of exceptions to the report, and the excepting party always began; but

The Lord Chancellor said the proceeding was, in substance, a rehearing of the case as it had come before the commissioner, and that therefore the party moving to confirm the report would begin.

The arguments and reading affiavits having occupied nearly three days, and a strong case of mismanagement having been shewn against Lord Sherborn, before Sir Charles Wetherell replied, it was agreed that the petitions should stand over, while the parties endeavoured whether some satisfactory arrangement for the future treatment of the patient could not be come to, without calling for his lordship's decision.

Wednesday, May 29.

Re Bray, a Lunatic.

Practice in lunacy—Evidence—Production of deeds.

Prendergast supported a petition by the committee of the lunatic's estate, that the accountant-general might sell sufficient stock to pay 200*l*., a legacy bequeathed by the will of a testator, under which the lunatic held real and personal estate. The legacy had been left to a married woman for her life, and after her death to her children; and the whole interest in the legacy, by successive deaths and assignments, had now become vested in Mary Hanagan, one of the children. The last assignment was dated in 1822, and the deed was in court, but the affidavit in support of the petition neither verified the terms of the deed or its execution.

The Lord Chancellor.—The evidence is insufficient. An affidavit as to the terms of the deed, and the fact of its execution, must be produced.

Petition to stand over for the production of such affidavit.

Re Adew, a Lunatic.

Practice in lunacy—Repairs—Allowance to family.

A petition was presented, praying that the committee for the lunatic's estate might be authorized to apply 30*l*. to the maintenance of his wife, who, with her children, were in great distress. The lunatic's estate consisted of real property, which produced a little more than 80*l*. a year, and until October 1842, 80*l*. had been paid for his maintenance in the Gloucestershire asylum, when the charge had been reduced to 40*l*. a year. By such reduction, a sum of 122*l*. had been saved out of the income, but 130*l*. was required to be laid out in repairs of the estate, and it was now proposed that the sum of 30*l*. should be allowed to the wife, and the repairs completed out of the future savings.

Rogers, in support of the petition.

The Lord Chancellor.—Until the repairs have been completed, no other application of the income can be made. *Order refused.*

Re Wilkinson, a Lunatic.

Practice in lunacy—Orders of course—Appearance thereon.

Colville supported a petition for an order, which was one of course, and a copy of the petition had been served on the heir-at-law of next of kin of the lunatic, for whom

Shadwell and *Prendergast* appeared, and consented.

The Lord Chancellor.—It was proper to serve the heir-at-law and next of kin with the petition, but there is no reason for their appearance to consent on an order of course.

Re Branks, Lunatics.

Practice in lunacy—Sale of estates to committee—Beneficial arrangements.

In this matter there are four lunatics, who are interested in the produce of estates ordered to be sold under a decree in a suit to which they were parties. A reserved bidding had been directed, and the estates had been bought in. The committee of the estate now offered to purchase the estate at a sum higher than had been offered by any other person, provided leave was given that the shares of two of the lunatics in the purchase money ought be secured by a mortgage on the whole property thus purchased. The property was worth 1,100*l*. beyond the mortgage-money, and the whole arrangement was a beneficial one for the family.

Bray, for the petition.

Ordered, and that the committee's costs should be paid.

Re Clarke, a Lunatic.

Practice in lunacy—Appointment of committee—Caveat—Costs.

Rasch supported a petition to confirm the report of the commissioner appointing the lunatic's brother as a new committee.

Phillips, for the lunatic's second brother, who had entered a *caveat*, asked leave to go before the commissioner, and state his objections to the appointment.

The Lord Chancellor.—Leave may be given to the party who has entered a *caveat* to the appointment of the new committee to endeavour to substantiate his objection, but it must be at the risk as to costs of the party interposing.

Re T[illegible], a Lunatic.

Practice in lunacy—Sale of the fluctuating property of lunatic—Confirmation of a report in favour of a sale.

James Parker supported a petition to confirm a sale of stock in a bank at Liverpool, the property of the lunatic, which had been sold by the committee upon the commissioner's report in favour of a sale, but without obtaining the Lord Chancellor's confirmation of that report. Since the sale the stock had risen in [illegible]

The Lord Chancellor.—This matter must go back to the commissioner, to inquire whether the stock has been sold for a proper price. I should like to know to whom this stock has been sold; that it has not been sold to the committee of the estate. It was sold at an under-price, and an inquiry must be had whether the sale was made at the then market price.

Re ——, a Lunatic.

Practice in lunacy—Reference—Costs—Proceedings for [illegible] a lunatic not authorized by the Chancellor.

Kenyon Parker supported a petition, praying that the report of the commissioner appointing committees of the person, Pugh, the churchwarden of St. Mary, Newington, being associated with the next of kin, and approving of 600*l*. out of the accumulated rents, amounting to 800*l*., being paid to Clark, a solicitor, for costs incurred in prosecuting actions of ejectment, and other proceedings on behalf of the lunatic.

The lunatic's estate consisted of real property, producing 100*l*. a year, which had been recovered by the proceedings before mentioned. The lunatic had been for many years without allowance, and was an inmate of Kensington workhouse. The commission had issued in 1829, and one Brooks then appointed committee of the estate. In March 1835, Brooks had absconded, and since that time the rents had been received by Mr. Clark, the solicitor. An order of reference to approve of a new committee was made in May 1835, but was not proceeded with, the present petitioner, the lunatic's brother, having refused to make an affidavit. The actions of ejectment had been brought in the lunatic's name, without the sanction of the Chancellor.

Bacon, for the solicitor.

The Lord Chancellor.—The solicitor admits the receipt of a large sum of money; he must pay that into court, confirm so much of the report as relates to the appointment of a committee, and tax the costs of the petitioner and of the authorities of Kensington-parish. There must be an inquiry as to what has become of the rents.

Re G[illegible]rden, a Lunatic.

Practice in lunacy—Will of a lunatic, dated after the time he was found to be of unsound mind, admitted to probate without contest in the Ecclesiastical Court, a proper subject of inquiry.

Stinton, in support of a petition by the widow, as executrix of a lunatic, for the transfer of 6,850*l*. stock standing in the name of the Accountant-General. The will was dated a few weeks after the day from which the jury had found the deceased a lunatic, but probate of the will had been granted by the Ecclesiastical Court. There was, however, no contest in the Ecclesiastical Court, the same proctor having been employed for all parties, and the point was not brought under the notice of the Court. There had been a previous will in the same terms (giving the property to the wife for life, and afterwards to be divided amongst the children equally), but the executor named therein had declined to act, and, under the advice of Dr. Haggard, the second will had been proved.

The Lord Chancellor.—The probate is all that is necessary in ordinary circumstances; but the three children are infants, and it would not be safe at present to make an order. I must have all the facts brought before me by petition, and verified.

Re Lubenwood, a Lunatic.

Practice in lunacy—Reference.

An assignment of the lease of a house, for the accommodation of the lunatic had been taken to the committee of the person; that lease had expired, and a new lease had been arranged for, at the same rent, paying a premium and a certain sum for dilapidations, and the petition prayed a confirmation of that arrangement.

The Lord Chancellor.—There must be an inquiry as to the propriety of the arrangement.

Re Scott.

Petition in a cause by joint tenants, one being of unsound mind, but not found so by inquisition—Jurisdiction.

Two sisters were interested as joint tenants for life in the rents of certain lands, part of which had been taken by a railway company, under an Act of Parliament. One of them was of unsound mind, but not found lunatic by inquisition, but by the will under which they claimed the rents were directed to be paid to the other, as to one half, for the benefit of her sister. The price of the land had been paid into court by the railway company, and the petition by the two joint tenants now prayed that the dividends might be payed to them. The prayer followed precisely the words of the will under which they claimed. The Vice-Chancellor's officer refused to set down the petition, as it necessarily appeared upon the face of the petition that one of the petitioners was of unsound mind, it was therefore necessary to apply to the Chancellor.

Craig, for the petition.

Bacon, for the railway company, did not oppose the prayer.

The Lord Chancellor, though at first expressing some doubt whether he could grant the prayer of the petition, when it appeared that a person of unsound mind was a necessary party to the petition, ultimately made the order.

Re ——, a Lunatic.

Substituted service in lunacy.

On the application of *Elmsley*, substituted service of an order on the wife of a committee in debt to the estate, who had absconded, was directed.

ROLLS COURT.

Saturday, June 1.

Tilley *v.* Wolstenholme.

In a suit for the appointment of new trustees under a will containing no provision for that purpose, the question of trustee or no trustee may be more fitly determined at the hearing than on demurrer, which can at most, in such a case, only occasion the amendment of the bill.

The testator in this cause devised his real and personal estate to his wife, one of his sons, and one Richard Tebbut, their heirs, executors, &c. on trusts, for the benefit of his said wife and children. The will contained no clause for the appointment of new trustees. Tebbut, being the surviving trustee of the will, devised the said trust estate to the defendant Wolstenholme and two others, their heirs, executors, &c. on the same trusts. This it was alleged was what Tebbut had no power to do, and accordingly the bill was filed for the appointment of new trustees. This being demurred to for want of equity, the demurrer now came on to be argued.

Turner and *Little*, for the demurrer.

Kindersley, contrà.

The Master of the Rolls thought it was a curious subject of demurrer. The demurring parties allege

they are seized, and the plaintiffs deny it. The question is simply, are they or not trustees? and it is one much fitter to be determined at the hearing. The legal estate is in the trustees; and the question is, are they entitled to hold it? A decision on the demurrer can do nothing but alter the form; it will only occasion an amendment. A short answer would be quite as easy and as brief. Let it stand over, and come on as a short cause.

Wednesday, June 4.

BRADSTOCK *v.* WATLEY.

Practice—An order to enter an appearance will not be granted, if there be considerable delay in making the application. In such a case, a fresh subpœna must be sued out, or notice of the motion served on the defendant, and subsequent application.

Bevir, in this cause, applied for an order to enter an appearance for the defendant, which was due so long ago as the 20th of April last.

The MASTER of the ROLLS thought the application should have been made much sooner, and that, as due diligence had not been used, he must refuse it. And,

Bevir having asked for an order *nisi*,

His Lordship refused this also, adding, he must either sue out a fresh *subpœna*, or serve the defendant with notice of the motion, and then make application.

Thursday, June 6.

KERBY *v.* BARTON.

A few days previously to a decree obtained in a creditor's suit instituted by one of the creditors of a testator against his executrix, &c. a sci. fa. was sued out, on which judgment was obtained against the executrix by default; she then got leave to set aside the judgment, on condition of pleading plene administravit in a new trial, and if unsuccessful, of allowing judgment nunc pro tunc: on the eve of the trial, after the lapse of a considerable time, she applies for an injunction, and is allowed to obtain it only to the extent of staying execution.

A judgment was obtained by Sir C. Price and Co. against Barton, the testator named in the cause, after whose death a creditor's suit was instituted by the plaintiff against the defendants, the executrix, and the eldest son of the testator, on the 24th July, 1843. An answer was put in in November following, and a decree was made on the 30th April, 1844. A *scire facias* was sued out on the judgment against the executrix, to which she did not appear, and judgment was allowed to go by default on the 27th of April last. Notice thereof was served on the 3rd of May, and notice also of the decree in the creditor's suit was served on Sir C. Price and Co. The executrix then applied to the Court of Exchequer to set aside the judgment, which they did on the terms of her consenting to plead *plene administravit* in a new trial, and of allowing judgment *nunc pro tunc* if unsuccessful. This day, just on the eve of trial, the executrix applies for an injunction to stay trial, and that Sir C. Price and Co. may come in and prove their debt in the creditor's suit.

Smythe, for the executrix.

Kindersley and *J. Adams*, contra.

The MASTER of the ROLLS would only consent to stay execution, because of the delay in coming for relief, till liberty should be given on a full consideration of the merits.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Wednesday, May 29.

REG. *v.* INHABITANTS OF FARTHINGHOE.

The Court of Quarter Sessions had confirmed the order of removal, subject to the opinion of this Court (*inter alia*) as to whether a certificate of chargeability under 5 & 6 Vict. c. 57, s. 17, which was stated to have been *signed* by the presiding chairman of the Board of Guardians of the Banbury Union, was sufficient evidence of the paupers therein mentioned being chargeable to the removing parish, without averment or proof that it was also *sealed* with the seal of the said union.

Keating, in support of the order of sessions.

F. V. Lee and *Pigott*, contra.

The COURT held there must be some evidence that the seal is the proper seal of the poor law guardians, and that it does not prove itself.

Order quashed.

Friday, May 31.

HENDERSON *v.* HENDERSON.

Argued Nov. 10, 1843.

An action of debt is maintainable in this country upon a decree of the Supreme Court of Newfoundland; and nothing which would have been a defence to the judgment of that Court can be pleaded here.

Debt upon a decree of the Supreme Court of Newfoundland.

Plea—That the sum of money ordered to be paid by that decree, and now sought to be recovered in this action, was claimed by the plaintiff in the right of one John Henderson, deceased, the husband of the plaintiff, and in no other right; and that the said John Henderson was indebted to the defendant for money lent to the said John Henderson, which money the defendant was ready and willing to set off against the plaintiff's claim. There were also various pleas alleging that the proceedings in the Court of Newfoundland were defective and erroneous.

Demurrer.

The case was argued by *Follett*, S. G. for the plaintiff, and *Barstow* for the defendant (*vide* 2 Law T. 119), and the questions raised were,

Whether an action of debt could be brought upon a colonial decree in equity.

Whether the decree was conclusive or could be questioned in this action.

Whether the decree was defective in not shewing that the plaintiff sued as administratrix of her deceased husband; and whether the debt of the deceased husband could be set off in the present action.

The COURT held that an action of debt would lie upon the decree of a foreign court of competent jurisdiction, unless they could see in the clearest light that the foreign law, or some proceeding in the foreign court, was repugnant to justice; that whatever would have constituted a defence to the judgment of the foreign court, ought to have been pleaded there, and could not be taken advantage of in the present action; and that the plaintiff must be considered as suing in her own right on a decree recovered by her in her own right, and therefore the set off was not allowable. *Judgment for the plaintiff.*

HARRISON *v.* POTTS and OTHERS.

Where a party is taken in execution upon a judgment signed against him, in a case in which an attorney has entered an appearance for him without any authority, it seems that his only remedy is by action against the attorney: at any rate, if the latter is able to pay the costs of an action.

H. Hill shewed cause against a rule obtained on behalf of the defendant, Robert Baxter, calling on the plaintiff to shew cause why all proceedings in this action subsequent to the writ, so far as they relate to the said Robert Baxter, or such of them as the Court should think fit, should not be set aside, and the said Robert Baxter be allowed to come in and defend. The rule was obtained on an affidavit of Baxter's, which stated that he was then in execution in this suit; that previous to the warrant being served, he had no knowledge of the action; that he had not been served with any of the proceedings; that, only just before he was taken in execution, he heard from Mr. Pemberton, the attorney who appeared for the defendants in the action, that he had been instructed by Brown to do so; that the partnership between himself, Potts, and Brown had been dissolved before the issuing of the said execution; that the cause of action did not relate to any partnership transaction; and that he was advised he had a good defence to the action. It was submitted, that if any party was liable to Baxter, it was Mr. Pemberton, the attorney, who had assumed to appear in his name, and not the plaintiff; citing *Anon.* case (1 Salk. 86); *Stanhope* v. *Firmen* (3 N. C. 301); *Doe* v. *Eaton* (3 B. & Ad. 785); *Williams* v. *Smith and Another* (1 Dowl. 632); *Mudrie* v. *Newman* (1 C. M. & R. 402).

Willes, in support of the rule, contended that Baxter could not be bound by an admission by another person, nor by a judgment against him on which he had had no opportunity of being heard; citing *Robson* v. *Eaton* (1 T. R. 62); *Callop* v. *Brandling* (1 Kib. 272, pl. 58); *Chivers, Sheriff of Wilts*, v. *Fenn and Others* (2 Shower, 166); *Anon.* case (12 Mod. 519); *Gibson* v. *Bishop of Bath* (Barnes, 239); *Lessee of Earl of Limerick* v. *Odell* (1 Jones, Irish Ex. Rep. 80).

The COURT held that, as it was not professed that the attorney was not able to pay the costs of any action brought against him, the plaintiff's remedy was by an action against him, and not by the present proceeding. *Rule discharged, without costs.*

MERCER *v.* BARTLETT.

Bill of exchange—Indorsement—Consideration.

Bovill moved for a rule to set aside the verdict for the plaintiff and for a new trial.

This was an action upon a bill of exchange by indorsee against the drawer for 300*l*. The declaration stated that the bill was drawn by defendant on one Cox in favour of Cass, and indorsed by Cass to Anderson, and by Anderson to the plaintiff. The defendant pleaded, *inter alia*, pleas denying the indorsements and the consideration. The plaintiff obtained a verdict for 50*l*. The evidence was, that Cox, Cass, and Anderson were members of a certain company, and that the bill in question was drawn, accepted, and indorsed by these parties without consideration, for the purpose of raising money for the company. The bill was then given by Bartlett to a person of the name of Goldney, for the express purpose of getting it discounted. The company at this time were indebted to Goldney in the sum of 50*l*. and he was told by Bartlett that if he could get the bill discounted, he might retain the sum of 50*l*. due to him. Goldney was unable to obtain credit on the bill, but instead of returning it to the company, as it was submitted he was bound to do, having received it from them for the specific purpose of getting it discounted, he handed it over to the plaintiff, who brought this action upon it, and recovered a verdict of 50*l*. the learned judge who tried the cause being of opinion, that the facts proved an indorsement to the plaintiff, and a consideration for the bill to the amount of that sum.

It was now submitted: 1st, that there was no indorsement in law, as an indorsement means not merely the writing of the name on the bill, but also a lawful delivery of the bill; and, 2ndly, that there was no consideration for the bill, since Goldney had failed to get the bill discounted, and therefore had no right to appropriate it in discharge of the debt due to him: citing *Adams* v. *Jones* (4 P. & D. 174); *Marston* v. *Allen* (8 M. & W. 494). *Rule nisi.*

Monday, June 3.

JONES *v.* KEARNEY.

Guarantee—Statute of Frauds—Consideration—Evidence.

Assumpsit.—The first count of the declaration stated that before the time of making the promise thereinafter mentioned, the plaintiff was about to discount, for one E. Rorke, a bill of exchange, bearing date the 18th of July, 1837, drawn by the said E. Rorke upon, and accepted by, the said G. W. M'Cloin, for payment to the order of the said E. Rorke of the sum of 30*l*. at three months after the date thereof; and thereupon, theretofore, to wit, on the 18th day of July, 1837, in consideration that the plaintiff, in the event of his discounting the said bill of exchange and the same being returned dishonoured, would send the same to the defendant, he, the defendant, promised the plaintiff to pay and discharge the said bill of exchange. It then averred that the plaintiff discounted the said bill; the non-payment thereof by the said G. W. M'Cloin; breach in the non-payment by the defendant on the said bill being sent to him. Second count upon an account stated.

Pleas.—1st. *Non-assumpsit.* 2nd. That the plaintiff did not discount the bill for Rorke. 3rd. That the plaintiff did not send the bill to the defendant on its being returned to him.

At the trial, the defendant obtained the verdict on the first count on the guarantee, and the plaintiff on the second count on the account stated. Cross-rules had been obtained—the first by the defendant to set aside the verdict for the plaintiff on the second count, and to enter a nonsuit, or for a new trial; the second by the plaintiff, to enter the verdict for the plaintiff on the first count, on the ground that the guarantee was good. It appeared from the evidence, that the defendant, upon being applied to, to guarantee the payment of the bill in question, wrote the following letter:—"I can have no hesitation to guarantee the payment of the draft of Mr. C. Rorke, for 30*l*. at three months, on Mr. G. W. M'Cloin, of Liverpool, payable at Sir Chas. Price and Co.'s. Should it be returned to you dishonoured, you can send it to me, and I will discharge it." It further appeared that, upon the defendant being applied to for payment, he replied, "When I can see my way clear, I may send you a cheque."

Kelly and *Humfrey*, for the plaintiff, shewed cause against the defendant's rule, and submitted that the defendant having said "he would pay it when he could see his way clear," was such an acknowledgment by him that a sum was due as would create an implied promise which would support the count upon the account stated, and was at any rate a question for the jury.

Platt and *Lush*, for the defendant, contended that this was a promise to pay the debt of a third person within the Statute of Frauds; that it was bad as a guarantee, for want of consideration; and was insufficient to support the count upon an account stated, for want of evidence of an antecedent debt; citing *Wain* v. *Walters* (5 East; S. C. 2 Smith, L. C.); *Saunders* v. *Wakefield* (4 B. & A. 595); *Curtis* v. *Rickards* (1 Scott, N. R. 125); *Birkmyr* v. *Darnell* (1 Salk. 27; S. C. 1 Smith's L. C. 135); *Cole* v. *Dyer* (1 C. & J. 461); *Jones* v. *Williams* (5 B. & A. 1000); *Hawes* v. *Armstrong* (1 N. C. 761); *Emmott* v. *Kearns* (5 N. C. 559); *Mitchinson* v. *Hewson* (7 T. R. 348); *Haigh* v. *Brooks* (10 A. & E. 309).

By the COURT.—The plaintiff's rule must be discharged, and the defendant's rule made absolute. The promise in the first count of the declaration is treated as a promise made by discounting the bill; but the statement in the letter is quite foreign to that, and contains no admission at all that any debt is actually due; it is in reality a mere invention of the pleader's, and the count cannot be supported. With respect to the promise relied upon as supporting the account stated, that must be taken to have been made with reference to the subject-matter of the consideration; and allowing a mere promise of this kind to be brought in aid of a promise which is bad

under the Statute of Frauds for want of considera- tion, would be a virtual repeal of the statute.

Plaintiff's rule discharged; defendant's rule absolute.

REG. v. LORD HASTINGS and OTHERS.

Bastardy order—Costs—Hearing and determination.

Erle shewed cause against a rule calling on the defendants to shew cause why a *mandamus* should not issue commanding them to make an order directing the guardians of the poor of the parish of Aylsham to pay to Mr. John Shepherd the full costs incurred by him in resisting an order made upon him under the bastardy clauses of 4 & 5 Wm. 4, c. 76. By the 73rd section of that statute it is provided that if, upon the hearing of such application, the Court shall not think fit to make any order thereon, it shall order and direct that the full costs and charges incurred by the person so intended to be charged in resisting such applica- tion shall be paid by such overseers or guardians. It was submitted in the present case that the "appli- cation had not been heard," within the meaning of the Act, inasmuch as by a preliminary objection taken by Mr. Shepherd, the signatures to the notices could not be proved, and the magistrates, therefore, re- fused to make the order, and dismissed the appli- cation; citing 4 & 5 Wm. 4, c. 76, ss. 72, 73; 2 & 3 Vict. c. 85; *Reg.* v. *Recorder of Exeter* (3 G. & D. 167; S. C. 12 L. J. Q. B. 7).

Gunning, contrà, in support of rule, citing *Rex* v. *Cottingham* (4 Nev. & M. 215); *Reg.* v. *Stamper* (1 Q. B. 119; S. C. 4 P. & D. 539).

By the COURT.—This party cannot come here to ask us to compel the sessions to give him costs in consequence of his case not having been heard, when he himself has prevented the hearing on an objection that there has been no notice as required by the statute, and now, merely because he wants his costs, endeavours to say there *has* been a hearing and a notice.

Rule discharged.

REG. v. INHABITANTS OF LEEDS.

In an appeal against an order for the removal of L. M., the wife of J. M., and their four children, two within the age of nurture and two above, Held, that an order of removal made upon an examination taken concerning the father's settlement only was good, notwithstanding the order of removal did not include him, but only related to the wife and children.

This was an appeal against an order of removal of Lydia, the wife of John Morgan, and their four chil- dren, two of whom were within the age of nurture, and two above that age, from Leeds to Washton, the place of her maiden settlement. The Recorder quashed the order on the following grounds of appeal:—4th, "that although the said examinations shew that the said L. M. and her children were living with her said husband in the said township of Leeds, at the time when the said examination was taken, yet it does not appear on the said examinations that the said pauper L. M. consented to be removed to the said township of Washton, or consented to be removed at all with- out her husband, the said J. M.: 5th, that the said examinations were informal, insufficient, and bad, in respect of other matters, besides those to which the preceding grounds of appeal relate; and that the said examinations do not shew a good and sufficient cause for the removal of the said paupers from the said township of Leeds to the said township of Washton: 6th, that the examinations whereon the said order of removal was made were not duly taken." On the 5th and 6th grounds of appeal the appellants con- tended that the order ought to be quashed, inasmuch as it appeared, on looking at the examinations, in- cluding the headings, that they related to the settle- ment of John Morgan only, concerning which there was not any dispute, and that they were, therefore, not taken in the matter to which the order related.

On the 10th of May the Court confirmed the order of sessions (3 Law T. 125).

On the 22nd of May, *Hall* again mentioned the case, and pointed out a distinction between the case of the children who were above the age of nurture and those under it, and that, although it might be bad with respect to the latter, as regards the former it was good.

By the COURT.—The order of sessions was con- firmed, on the single ground that the wife had not consented to be removed without her husband; at that time we did not recollect the difference in the ages of the children. The question arises on the ex- aminations of the father and mother, which are only made touching the lawful settlement of the *father*, whereas the order of removal is of the *wife and child- ren*. We think this point is untenable, as an inquiry into the father's settlement was necessary in this case, and that the examination is sufficiently taken. It is also said that the examinations are bad, for not nega- tiving that the father was born in Ireland or Scot- land; the answer to the objection is, that they shew he did not know where he was born. We are there- fore of opinion, that the order of removal is good, and ought to have been confirmed so far as regards the two children above the age of nurture.

Order partly confirmed.

Tuesday, June 4.

MORRIS v. COWELL.

Demurrer—Insanity—Fraud.

Declaration upon a bill of exchange drawn by Thomas Corder on the defendant, payable to the plaintiff, and accepted by the defendant.

Plea—That before and at the time of accepting the said bill of exchange the defendant was of unsound mind, and incapable of managing her own affairs, and that Corder, well knowing the premises, and intending to take advantage of the defendant, fraudulently ob- tained the said bill of exchange, and that there never was any consideration or value whatever for the said acceptance of the said bill.

Replication—De injuriâ.

Demurrer, assigning for cause that the plea is not a plea of excuse, but in bar, and therefore the repli- cation is bad.

Montague Smith, in support of the *demurrer*; citing Fitz. Nat. Brev. 202, 466, title *Writ dum fuit non compos mentis*, 2 Blk. Com. 291; 1 Fonblanq. on Equity, 46; *Yates* v. *Bowe* (2 Stra. 1104; 4 Co. R. 123); *Baxter* v. *Earl of Portsmouth* (7 D. & R. 614); *Fisher* v. *Wood* (1 N. C. 54); *Whittaker* v. *Mason* (2 N. C. 369); *Marston* v. *Allen* (8 M. & W. 494); *Parker* v. *Ryley* (3 M. & W. 237).

Lorill, contrà, submitted that the plea was in sub- stance a plea of fraud, and the plaintiff's title was not therefore impeached by the plea, which did not impute to him any knowledge of the fraud; citing *Humfries* v. *O'Connell* (7 M. & W. 370); *Isaac* v. *Farrer* (1 M. & W. 65); *Brown* v. *Joddrell* (1 Mo. & Mal. 105); *Cooper* v. *Gorbett* (Ex. T. T. 1844); *Whitehead* v. *Walker* (9 M. & W. 506); *Scott* v. *Chappelow* (4 M. & G. 336).

By the COURT.—This is, in fact, a plea of fraud, and, if so, it is bad, as the plaintiff is not charged with having had notice of it. We are asked to strike out that part of the plea which avers fraud; but if a party pleading a plea will state on the face of it a number of circumstances from which a different state of facts arises to what he intended, he is hardly at li- berty to say, Strike out all averments so as to make it a totally different plea. *Judgment for the plaintiff.*

Wednesday, June 5.

REG. v. MACCLESFIELD.

In this case the Court of Quarter Sessions had quashed the order of removal, on the ground of the insufficiency of the examination, and refused to allow the respondents to go into evidence in support of their case. They granted a case for the opinion of this Court, and left the question in the following form: "If the Court should be of opinion that the examina- tion is insufficient, then the order of sessions to be confirmed: if this Court should be of opinion that the examination is sufficient, then the sessions are to be directed to enter continuances, and hear the appeal. Upon the case being called on,

DENMAN, C.J. said.—We cannot hear this case discussed, as we have already laid down the rule on the subject, and where case states that in a certain event the sessions are to enter continuances and hear the appeal, they have no power to do so without our permission.

Townsend, in support of the order.

Davidson, contrà. *Struck out.*

REG. v. ROSE, Esq.

Highway Act, 5 & 6 Wm. 4, c. 50—Construction of the 27th section.

Non-rateability of timber woods not usually rated.

This was an appeal against an order of justices of the county of Oxford, confirming an appeal of Mr. Powys against a rate to which he had been assessed under the highway-rate, in respect of certain timber- woods at Whitchurch, in the said county. It was found as a fact that these woods had not been rated at the time of the passing of the 5 & 6 Wm. 4, c. 50, and the sessions being of opinion that they could not be considered to "have been usually rated" within the meaning of the 27th section of that Act, quashed the rate.

Walesby, in support of the order of sessions.

Keating and *Lucas*, contrà, submitted that although these woods might not be rateable to the relief of the poor, under the 43 Eliz.; it had never been disputed in other parishes that they were rateable to the high- way-rate, and that the proviso, that the rate should be confined to such property as had been usually rated to the highways, meant not simply such property as had been usually rated to the highways within the particular parish, but such as was usually rateable by law to the highways, and had been generally rated, in point of fact, throughout the kingdom.

By the COURT.—"Heretofore usually rated" must mean actually rated in that particular parish, and the sessions have found that these woods were not rated in the parish in question; and, therefore, we think they are not liable to this rate. We cannot arrive at any conclusion with satisfaction to ourselves, but this is a meaning fairly applicable to the words of the Act, and we think it better to adhere to them; for at any rate, in point of convenience, it is much more easy to ascertain the usage of a particular parish than of the country at large. *Order confirmed.*

REG. v. INHABITANTS OF STOKE-BLISS.

Where appellants have delivered notice and grounds of appeal, and subsequently deliver notice of counter- mand, but after the time appointed for so doing ac- cording to the practice of the sessions, the respond- ents have a right to go to the next sessions for the costs occasioned by the countermand, but not for the general costs.

Whitmore and *Allen* shewed cause against a rule to quash a return to a writ of *certiorari*, by which the justices of the county of Stafford had confirmed an order of removal from the township of King's Swin- ford to the township of Stoke-Bliss. It appeared that notice and grounds of appeal had been served in due time after service of the order; but on Tuesday, the 2nd of Jan. being the first day of the sessions, owing to the absence of a material witness, notice of counter- mand was served upon the parish officers of King's Swinford. The day for hearing appeals at Stafford was the Thursday, but by the rule of sessions the notice of countermand ought to have been served on the Monday, and was therefore admitted to be too late; but upon serving the notice of countermand, the appellants informed the respondents that they in- tended to prosecute their appeal, and had good evi- dence to support the settlement set up in one of the grounds of appeal. The pauper was not at that time removed, nor was he until after the order of sessions was made. Upon the Thursday, on the appeal being called on, the respondents applied for the costs, and the sessions thereupon made an order, "that the order made by the said justices be confirmed, and that the churchwardens and overseers of the parish of Stoke-Bliss pay to the churchwardens and overseers of the parish of King's Swinford the sum of 15*l*. 10s. for the costs and charges they have incurred and been put to in attending the court this day in support of such order."

It was submitted that the sessions had jurisdiction to make the order for the costs, as there was no- tice of appeal and countermand; and although it was admitted to be bad as to the confirmation, it was severable, and consequently the former part might be rejected as surplusage, and the order confirmed as to the costs.

W. H. Cooke, contrà, contended that costs are merely ancillary to the judgment (*Reg.* v. *Justices of West Riding of Yorkshire* (3 G. & D. 170); that since the New Poor Law Act (4 & 5 Wm. 4, c. 76), there are two periods for appealing; the first upon the receiving notice of the order, the second upon receipt of the pauper. (*Reg.* v. *Middlesex*, 9 Dowl. 163.) In the present case, there was no removal, and when that is made, if the sessions decide in favour of the appellants, they will be entitled to costs, and ought to recover back these very costs which they are now ordered to pay; and therefore no motion for costs ought to be made until the pauper is actually removed. More- over, that they could not do so under the 8 & 9 Wm. 3, c. 30, s. 3, as that statute was intended only for those cases in which the appellants abandon their appeal.

By the COURT.—It is contended, that although the order may be bad so far as the confirmation of the order of removal is concerned, it is nevertheless good so far as relates to the costs. The former is clearly matter over which the sessions had no jurisdiction, and the order is bad in that respect. With regard to the latter part of the order, we are far from say- ing that the 4 & 5 Wm. 4, c. 76 has done away with the 8 & 9 Wm. 3, c. 30, and if the order had been simply for the costs of the day, it would pro- bably have been correct. This was in fact the proper time to apply for costs then incurred, without refer- ence to what would come of the settlement, but they have made the order for the costs expressly to depend on the order of confirmation; that part is therefore inseparable and cannot be supported.

Order quashed.

BUSINESS OF THE WEEK.

Friday.

DIMES v. THE GRAND JUNCTION RAILWAY COMPANY.—Argued Jan. 16. Judgment for the plaintiff on the first issue; for the defendant on the second.

YATES v. TEARLE.—Argued April 26th, *ante*, p. 73. *Judgment for the defendant.*

WAWORTH v. ORMOND in error.—Argued April 30th. *Judgment affirmed.*

SMALL v. WALLER. *Rule refused.*

CROUCHER v. CURRIE. *Rule nisi.*

PHILLIPSON, P.O., v. EARL OF EGREMONT.—*Watson* and *Unthank* for the plaintiff; *Erle* and *J. W. Smith* for the defendant. *Cur. adv. vult.*

JONES v. ROBINS.—*Demurrer.*—*E. V. Williams*, in support of demurrer. *Kelly*, Q.C. contrà. *Cur. adv. vult.*

Saturday.

REG. v. WREXHAM REGIS.—*Unthank*, in support of the order of sessions; *F. V. Lee*, contrà.

Order confirmed.

REG. v. ABERDARON.—*Jervis*, in support of the order of sessions; *Walesby*, contrà.

Order confirmed.

Reg. v. Lidford.—*Merrivale*, in support of the order of sessions; *Greenwood*, contrà.

Order quashed.

Reg. v. The Great Western Railway.—*Tyrwhitt* and *Bros* for the appellants; *Kelly*, *Williams*, and *Carrow*, contrà. *Referred.*

Batchelor and Others v. The Marquis of Bute.—Argument resumed. *Alexander* and Sir *Thomas Phillips* for the plaintiff; *Erle* and Sir *John Bayley* for the defendant. *Cur. adv. vult.*

Reg. v. Clay.—*Pashley*, for a *mandamus*, to compel the defendant to give up an award under an inclosure Act. *Rule nisi.*

Downman v. Miles.—*Ogle*. To set aside the verdict for the defendant, and for a new trial on affidavits. *Rule nisi.*

Monday.

Reg. v. Commissioners of Keymingham Drainage Company.—Argued on 6th May.

Rule discharged.

Reg. v. Justices of West Riding of Yorkshire.—This was a rule for a *mandamus* commanding the said justices to enter continuances and hear the appeal in this case. In consequence of the decision of the Court in *Reg.* v. *Kesteven*, overruling *Reg.* v. *Justices of Carnarvonshire* (2 Q. B.) and *Reg.* v. *Justices of West Riding of Yorkshire* (*ib.*), the present application was made for leave to file additional affidavits shewing that both parties had been misled by the former decisions, and had expressly refused a case from the sessions, and agreed to be bound by the decision of this Court upon a *mandamus*.

Rule discharged.

Reg. v. Moseley, Clerk.—*Thesiger*, S. G. moved for a rule for a *quo warranto* calling on the defendant to shew cause by what right he exercised the office of master of the hospital of Fiswell, in the county of Derby, on the ground, 1st, that under the charter of James 1, the office of master of the hospital was connected with the united church of England, Ireland, and Scotland; secondly, that it was necessary there should have been a meeting of the governors to concur in the appointment. *Rule nisi.*

Price v. Dunn. *Rule discharged by consent.*

Moses v. Jacobson.—*Platt*.—Rule to set aside the verdict for the plaintiff, and for a new trial, on the ground of misdirection, and of the verdict being against evidence, citing *Lewis* v. *Cosgrave* (2 Taunt. 2); Stark on Ev. 1238, 1240. *Cur. adv. vult.*

Reg. v. Inhabitants of Skipton.—*Hall* shewed cause against a rule to quash a writ of *certiorari* sued out for the purpose of quashing an order of the recorder of York, ordering the overseers of the poor of the township of Skipton, in the county of York, to pay the expense of maintaining a pauper lunatic in a private asylum. Three objections were made to the writ; 1st, that there had not been such a notice of the issuing of the *certiorari* as required by statute; 2nd, that neither the affidavits nor the *certiorari* disclosed the name of the respondents, nor who were the parties to the appeal against the order; and 3rd, that the recognizance was not such as was required by the statute. *Bliss*, in support of rule. Cases cited: *Reg.* v. *Howe* (11 A. & E. 159); *Reg.* v. *Barking* (2 Salk. 452); *Daniel* v. *Phillips* (4 T. R. 499); *Reg.* v. *Crych* (2 G. & D.); *Reg.* v. *Justices of Kent* (2 Q. B. 686); *Reg.* v. *Abergele* (5 A. & E. 795). *Rule discharged.*

Clough and Others, Assignees, &c. v. Taylor and Others.—*Dundas*, *Addison*, and *Price* shewed cause. *Baines*, *Martin*, and *Watson*, contrà.

Cur. adv. vult.

Daniel v. Graicie.—(Argued Friday, May 10.) The question in the case was, whether, under a certain agreement, a rent was reserved for which a distress would lie. *Rule discharged.*

Tuesday.

Repton, Clerk, v. Hodgson.—Special case for the opinion of the Court as to whether the plaintiff is entitled to the net profits of a canonry, which have been received by the defendant, as the treasurer of Queen Anne's Bounty. *Erle* (*Kinglake* with him), for the plaintiff. *Thesiger*, S. G. (*H. Hill* with him), for the defendant. *Cur. adv. vult.*

Doe *dem.* Adams and Others v. The London and Croydon Railway Company.—The case turned upon the construction of the Act of Parliament incorporating the defendants. *Platt* (*Petersdorff* with him), for the plaintiffs. *Kelly* (*Kennedy* with him), for the defendants.

Judgment for the defendants.

Wednesday.

Reg. v. Llanberlig.—*T. Saunders*, in support of the order of sessions. No one appeared to oppose.

Order confirmed.

Todd v. Stewart.—Rule to enter verdict for the defendant on the third and fourth issues.

Rawlinson and *Peacock* shewed cause. *Crowder*, *Butt*, and *Phinn*, contrà. *Rule absolute.*

Bird v. Jones.—*Platt*, *Humfrey*, and *Hance* shewed cause. *Thesiger*, S.G. and *Petersdorff*, contrà. *Cur. adv. vult.*

Reg. v. Blake.—*Humfrey* moved for particulars of the charges contained in an indictment for conspiracy preferred against the defendant for defrauding the customs, and about to be tried in this court.

Thesiger, S. G., shewed cause. *Rule discharged.*

COURT OF COMMON PLEAS.

Fearn v. Filica.

Bill of exchange—Want of title—Fraudulent indorsement.

Byles, Serjt. (*G. Atkinson*, in support) shewed cause against a rule obtained by *Wilde*, Serjt.

The declaration stated that a bill, dated the 9th of December, 1843, for 300*l*. bearing several indorsements, had been indorsed by Poly and Co. to a firm in England using the style and firm of Howard, Grand, and Co. and that one Lonergan, by procuration, indorsed the bill to one Daniels, who indorsed it to the plaintiff. The only issue taken on the record was, that the said firm of Howard, Grand, and Co. did not indorse the said bill to Lonergan, in manner and form, &c. The action was indorsee against acceptor, and the indorsements were all admitted, except the intervening indorsement by procuration of Lonergan, for Howard, Grand, and Co. The learned judge left it to the jury at the trial to say whether they believed the plaintiff to be a *bonâ fide* holder, and the jury rightly found he was. This was Grand's bill indorsed to them by parties having a good title. The bill was taken to Daniels, who gave up nine warrants for it, and from him it passed to the plaintiff, who discounted it at 7 per cent. He is therefore the indorsee for value. *Bingham* v. *Stanley* (2 M. B. 107) contains the last decision on the subject in the Court of Queen's Bench; *Edwards* v. *Groves* (2 Q. & W. 642) is no longer an authority. The bill was sent to Grand and Co. and called a remittance, with power to indorse. The plaintiff does not represent any party who had any notice at all. He is a *bonâ fide* holder for value. There is an indorsement, in fact, admitted on the record. (*Martin* v. *Allen*, 8 M. & W. 494.) In this case, Grand had left an authority to Lonergan to indorse all bills which might be remitted to Mr. Lopez, for any liability he might be under for the firm. The delivery of the bill to Lopez was within the authority. It was contended that the authority was revoked by the act of bankruptcy, but the jury found there was no act of bankruptcy committed. The act relied upon was Grand absenting himself from his place of business; but it was shewn that a reward of 50*l*. was offered for his apprehension, and it must be inferred it was a criminal charge. The plaintiff is a *bonâ fide* holder, and there is no ground for sending this case to a new trial.

Sir *T. Wilde*, Serjt. contrà.—It was shewn at the time that, before the receipt of the bill, Grand had absconded, taking all his books with him. In this case the letter left by Grand was an authority to apply the bills of Howard, Grand, and Co. which they had a lawful right to dispose of, and they were to be disposed of to satisfy the claims of Lopez's transactions with the firm. In this case they were applied to the transactions of Lonergan. The letter left by Grand gave no authority to indorse this bill, and the holder is subject to all the consequences of want of title.

Tindal, C. J. delivering judgment.—There could be no doubt, whatever, that if Grand had indorsed this bill of exchange with his own hand, no party who afterwards took it for a *bonâ fide* consideration would be discharged from the legal consequences of such indorsement. [The learned judge here went through the facts of the case.] It seems to me that Lonergan put the name of Howard, Grand, and Co. to the back of the bill of exchange, when he had no authority to indorse it under the letter; and that being the case, not having any authority, the consequence is, the present holder must look for his remedy against the indorser. He cannot maintain the present action.

Rule absolute.

Thursday, May 30.

Edgell v. Curling.

Demurrer-books—Suspended hearing.

Channell, Serjt. moved for a rule to shew cause why the demurrer-books delivered by the defendant should not be set aside.

Further hearing to be suspended until the plaintiff has had an opportunity of the issue on the facts.

Taylor v. Painter.

Shee, Serjt. shewed cause against a rule obtained by *Manning*.

Manning, Serjt. contrà.

By the Court.—

The costs to be paid out of pocket, and if defendant does not agree in two days, then the rule to be discharged.

Lackington and Others v. Elliot.

Where the landlord distrains upon the goods of a bankrupt for more than a year's rent, and before a sale takes place, trustees under a deed of assignment of the bankrupt's effects pay the landlord the amount of his distress in order to effect a sale by auction themselves,—Held, the surplus over the amount of a year's rent is not recoverable against the landlord by the assignees of the bankrupt as money had and received, there being no sale by the landlord.

Assumpsit against the defendant for money had and received by the plaintiffs as assignees of a bankrupt.

Plea—*Non-assumpsit.*

Byles, Serjt. shewed cause against a rule, calling upon the plaintiffs to shew cause why the verdict in this cause should not be set aside, and a nonsuit entered. The defendant, who was the landlord of the bankrupt, had since died, and the action was brought really against his executors. The rent had been suffered to run into arrear a great many years, the rent of the house being 35*l*. per annum, and 125*l*. being due at the time of an act of bankruptcy committed, an assignment of all the bankrupt's property having been made for the benefit of his creditors. After the making of this assignment, the defendant made out a warrant of distress. On the day, and before the distress took place, the defendant, through his agent, had notice of an act of bankruptcy having been committed. The goods were valued, an inventory signed, and the goods condemned at the sum of 120*l*. and 16*l*. charges. The agent of the trustees who were in possession under the deed of assignment agreed to give the price at which the goods were valued, together with the expenses. The defendant, by the 6 Geo. 4, c. 16, could only distrain for a year's rent in arrear due at the time of the bankruptcy. Now the party who employs a broker is responsible for his acts, and notice to him is notice to his employer. (*Rothwell* v. *Timbrell*, 1 Dowl. N. S. 778; *Ramsey* v. *Eaton*, 10 M. & W. 22.) Money had and received is the proper form of action in this case; the surplus remaining in the hands of the landlord, after satisfying his claim for a year's rent, being the property of the assignees. Both sides treated the transaction as a sale under the distress.

Sir *T. Wilde*, contrà.—When the landlord entered, the auctioneer, who was the agent of the trustees under the deed of assignment, paid him a sum of money to relieve the goods, and then proceeded to sell under the deed. The landlord's claim was in the nature of a lien, and the agents of the trustees paid it off with a view to make the sale more productive for the insolvent estate. No one ever thought of acquiring title under the landlord. In this case there is no bill of sale or document purporting to transfer the goods; there was nothing more than a receipt for the money paid. (*Lee* v. *Lopes*, 15 East, 231.) The goods are relinquished, the landlord's hands are withdrawn; they are unchanged in property, and the assignees' remedy is left as entire as before the distress took place. The money was not paid as by purchasers, but paid by persons having an interest to prevent a sale. (*Longridge* v. *Dorville*, 5 B. & Ald. 117; *Pott* v. *Turner*, 6 Bing. 707.) Supposing it to be a sale, it would be a "transaction" within the meaning and protection of the Act.

Tindal, C. J. delivering judgment.—It appears to me not to be a sale. The landlord, when he put in the distress on the 29th of December, acquired no property in the goods, he had nothing but a pledge, given by the 2 Wm. & M. c. 5. Being in that situation, and waiting until five days had expired, he came to an arrangement with the trustees, the landlord withdrew, and left the goods in the possession of the trustees. There was nothing in the nature of the transaction like a sale at all. This was not the ordinary case of a landlord selling goods for rent due; in this case it was no more than a purchasing out of the landlord, who was in possession. Besides, the landlord, when he entered on the 29th of December, might have distrained for another quarter's rent due at Michaelmas, and it was part of the contract entered into, that he should forego the right of distress for that quarter's rent. Looking at it in every point of view, it appears to me not a sale, and the money put into the pocket of the landlord was money not produced by a sale of the property of the assignees. It was a voluntary payment by the agent of the trustees, in order to have the sale of the property. Such a sale would not make the money had and received to the use of the assignees.

Coltman, J. and Cresswell, J. delivered judgments to the same effect. *Rule absolute.*

Conway v. Nall.

Talfourd, Serjt. shewed cause against a rule obtained by *Byles*.

Sheriff's rule to be made absolute; the whole of the money to be paid into court; the sheriff to sell the goods; the issue to be tried, whether the goods are the property of the assignees as against the execution creditor.

Wood v. Weatherby and Another.

Shee, Serjt. moved for a rule to shew cause under the Interpleader Act. *Rule nisi.*

Friday, May 31.

Bonzi and Another v. Stewart. [illegible]

Cur. adv. vult.

Saturday, June 1.

FISH *v.* PRESTON.

Execution—Irregularity.

Shee, Serjt. shewed cause against a rule obtained by *Byles*, to set aside a judgment and execution, on the ground of irregularity.

Byles, contrà.

By the COURT.—Both parties are in the wrong. On the plaintiff's repaying the excess which has been levied, 2*l.* 16*s.*

The rule to be discharged without costs.

GILLING *v.* DUGAN.

Change of venue—Material evidence.

Shee, Serjt. moved for a rule to shew cause why a nonsuit in this cause should not be entered, pursuant to leave at the trial. The *venue* in the cause had been changed, and the only question was, whether material evidence had been given in the county in which the action was tried. The only evidence offered was a letter, directed to the defendant by an agent of the plaintiff, and posted in the county in which the *venue* was laid.

Cases cited: *Lindley* v. *Bates* (2 C. & J. 659); *Collins* v. *Jenkins* (4 Bing. N. C. 225); *Curtis* v. *Drinkwater* (2 B. & Ad. 169). *Rule nisi.*

SMART *v.* NOKES.

Unstamped bill of exchange—Account stated—Evidence.

Debt. *Pleas*—Never indebted, and payment.

Talfourd, Serjt. shewed cause in this case after the settlement of accounts between the plaintiff and defendant, and a balance ascertained. A bill of exchange had been given for the balance, which turned out to be on an improper stamp. An action had been brought, and on the bill being tendered in evidence, it was rejected. A paper, some part in the handwriting of the defendant, shewing the state of the account between the parties, was put in on the account stated, and the bill of exchange was also offered to shew that no bill of exchange had been given. Cresswell, J. at the trial, refused to receive the bill. The jury found there was a debt due, but said it was paid by a bill. On moving the Court, a second trial was had, and the bill was received in evidence, for the limited purpose of shewing that no bill had been given. The jury divided the matter, and found for one half the sum claimed. It was hoped the Court would not think it necessary to send the case down again.

Byles, Serjt. contrà.—The only distinct evidence offered on the count for money lent, was that of a loan for 420*l.*; it was quite clear that sum had been paid with legal interest. On the account stated you cannot pray in aid of a written document an unstamped bill of exchange. Without the bill, the document itself would prove nothing at all.

Stopped by the COURT. *Rule discharged.*

GALLAND *v.* HEMPSALL.

Shee, Serjt. shewed cause against a rule *nisi* obtained by *Talfourd*.

Talfourd, Serjt. contrà. *Rule discharged.*

PALMER *v.* REIFENSTEIN.

Bail—Money paid into court.

Shee, Serjt. moved for a rule to shew cause why a sum of 100*l.* should not be paid out of court. An action had been brought against the defendant, and one Trimbey and the defendant's son became bail above. It became necessary to send a commission out to Canada to examine witnesses, and the sum of 100*l.* was required to be paid into court, which was done by Trimbey. The defendant died in distressed circumstances, and as the action had abated, it was sought to have the money taken out of court by the party paying it in. *Rule nisi.*

Monday, June 3.

BURLEY *v.* WEBB.

Shee, Serjt. moved for a rule *nisi* to set aside a warrant of attorney which had been given under duress, or threatened opposition, to the defendant in the Insolvent Debtors' Court. (*Jackson* v. *Davison*, 4 B. & Ald. 691; 2 Dowl. 375; 5 Dowl. 13.)

Rule nisi.

PETERS *v.* CARSON.

Under 5 & 6 Wm. 4, c. 50, the proper tribunal for the ascertainment and settlement of damages done by surveyors of highways in opening drains, or for the other purposes of the statute, are justices at petty sessions, and an action at Nisi Prius will be wrongly brought.

[illegible], Serjt. shewed cause against a rule obtained by [illegible]. The declaration was in trespass, and the question turned upon the construction of the 5 & 6 Wm. 4, c. 50, s. 67. The surveyors of a district had opened a drain, and the question was, whether they had the right to do so or not; the statute in the 54th section directing that the damages resulting from such an act by the surveyors should be settled and ascertained by justices at petty sessions. *Bayfield* v. *Porter* (13 East, 200) decides that that is the only mode in which the damages can be ascertained. The proper time to settle the damages was after the act done, and not before. Looking at the dates in this case, it appeared a petty sessions could not be held. With respect to tender of amends, they can only be of importance when a jury is required to judge of their sufficiency.

Manning, Serjt. contrà.

TINDAL, C.J.—It appeared that the construction of the General Highway Act, 5 & 6 Wm. 4, c. 50, did not make the ascertainment of the damages, or the payment, acts which constituted a condition precedent; but they were, on the contrary, conditions subsequent. A jury could not try the question at all; the question was left by the legislature to the determination of the magistrates in petty sessions, and that seemed an answer to the objection.

The rest of the Court concurred.

Rule discharged.

SURPLICE *v.* FARNSWORTH.

Use and occupation will lie for the rent of premises by a tenant from year to year, but who left on account of the landlord not repairing the premises, although from the want of such repairs the premises are unfit for the purposes for which they were taken, and although the tenant has done all in his power to give up possession to the landlord. A contract by the landlord, that he shall repair the premises, such repairing, when required, is not a condition precedent to the existence of the tenancy, the proper remedy is by contract and not by throwing up the premises.

Use and occupation.

Plea—Non-assumpsit.

Clarke, Serjt. shewed cause against a rule obtained by *Byles*. There was nothing in the present case to bring it within the cases cited on moving the rule. There was no question made as to the contract. The premises were let to the defendant from year to year without any stipulation that the landlord should be bound to repair. The only evidence offered of the landlord repairing was, that the tenant himself repaired and paid it out of his rent. [CRESSWELL, J. When the question was left to the jury, they found the premises were not fit for malting.] It was proved that the landlord's repairs had been done by the tenant and deducted from the rent. It was not a contract on the part of the landlord to do whatever repairs were required. There was no notice given to the landlord to do these repairs. *Collins* v. *Barrow* (1 M. & Rob. 112); *Salisbury* v. *Marshall* (4 C. & P. 65); *Smith* v. *Marrable* (11 M. & W. 5) are all cases where the contracts were made for the occupation of premises which when entered upon were not fit for occupation. Here there has been a beneficial occupation for a year, the premises have subsequently got out of repair, and then the tenant makes it a case for quitting. Where tenants have left in consequence of taking down a partition-wall, that in fact amounted to an eviction; *Sutton* v. *Temple* (13 L. J. N. S.) is an authority against the cases cited. Where by an agreement the premises were to be in a good state of repair before the tenant entered, that was in fact a condition precedent, and was a different case from where the tenant is already in possession, and the repairs are necessary to be done afterwards. All the cases are fully reviewed in *Hart* v. *Windsor* (13 L. J. N.S. Exc. 129). If this can be done in a tenancy from year to year, why not also in a lease, and that as in this case without calling upon the landlord to do the repairs required. There was not the slightest evidence of notice of want of repairs.

Byles, Serjt. contrà.—The present question affects the terms of by far the greater number of parol demises from year to year, and if decided adverse to the defendant, lessees will be encumbered with obligations much greater than hitherto. The present action was not debt on a demise, but for use and occupation. The premises were given up on the 24th March, the day before the rent became due. The keys were thrown in at the door of the landlord. All that the tenant could do to throw up the premises had been done. The repairs had hitherto been done at the expense of the landlord, and there was no suggestion at the time that it was the tenant's duty to repair and be paid by the landlord afterwards. The repairs appear to have been done at the landlord's expense. [CRESSWELL, J.—That does not appear in the evidence. I find 1*l.* 5*s.* was said to be mentioned in the receipt given by the landlord; but whether that was allowed I do not know.] The rule was asked in the alternative on that ground. If the contract exists upon a demise from year to year, and the premises are actually given up, is that condition to repair not implied in a parol demise? There are several cases which decide it is a condition, and no case can be found which decides it is not. In *Salisbury* v. *Marshall* there was an undertaking between the parties that the premises should be put into proper repair. The tenant was not bound to go in until repairs finished, and if he did go in, need not stay unless the repairs were done. This case is supported by several subsequent cases. [illegible] (7 D. & R. 117) was decided on the ground of [illegible]. In that case the landlord was under no [illegible] repair, and it supposes an implied condition [illegible] grafted on the case. The same [illegible] and *Cowie* v. *Goodwin* (9 C. & P. 378). [TINDAL, C. J.—That was a case of furnished apartments, where the party had nothing to do with the lower part of the premises.] Then in the case of *Smith* v. *Marrable*, the cases cited on the opposite side shew no such contract as exists in this case, and I assume that where there is an express contract, there is an implied condition. [CRESSWELL, J.—I do not think *Smith* v. *Marrables* goes to shew what would be the state of things if the bugs had come in afterwards.] Your lordships are called upon to decide the abstract question. *Hart* v. *Windsor* only goes to shew that no such contract shall be implied as that the landlord shall keep the premises in repair, or shall keep them in habitable condition. That decision does not apply where, as in this case, there is a contract expressed, and all that this case decides is that the law will not imply the contract, and as it will not imply the contract, it will not imply the condition. But it does not decide that where the contract is express, the condition shall not be implied.

TINDAL, C. J. delivering judgment.—It was admitted in this case that the rule cannot be sustained unless the grounds could be shewn upon which the tenant held possession, and that the landlord was bound by a condition to make the necessary repairs during the existence of the tenancy. We have not been shewn any authority which necessarily formed a condition on his part. If this condition had been under seal, there is no doubt a mere covenant on the part of the landlord would not have amounted to a condition, so that a breach would authorize the tenant to throw up the lease. Allow, for the purposes of argument, it is proved that the landlord had agreed in this particular case for the performance of repairs during the term, there is no principle in law why it should be different from the case of a covenant under seal. The case of *Salisbury* v. *Marshall*, upon which it is principally contended, the contract amounted to a condition. When looked at, there was something to be done by the landlord before the tenant entered, which formed a condition precedent on the part of the landlord to put the premises into repair before the tenant entered. When the tenant found the repairs not completed he was entitled to throw up the premises, they being in a state quite unfit for habitation. That might be defended on the ground of the non-performance of a condition precedent. In the present case, after the decision in *Izon* v. *Gorton*, it is impossible to hold that the defendant did not continue in the premises, and that the rent was not payable from him to the landlord; the rule ought, therefore, to be discharged.

COLTMAN, J.—The cases of *Smith* v. *Marrable* and *Salisbury* v. *Marshall* may be distinguished. Though a landlord is bound by his contract to repair the premises, yet it does not constitute a condition so as to enable the tenant to quit the premises by virtue of a failure in the performance of the contract; his proper remedy is by action on the contract, and not by throwing up the premises. It was tried to distinguish the action of debt and this action for use and occupation, but I do not think there is any thing in the distinction. It is sufficient if there is an action in point of law.

CRESSWELL, J.—It seems to me, also, that the rule must be discharged. The action for use and occupation is brought on an agreement. It is contended that the agreement is put an end to by failure of the landlord to do that which was an implied condition in the contract. No such condition can be imported where there is a written contract or lease under seal. It is admitted, where the landlord covenanted to repair, the tenant could not leave on account of the landlord not performing the covenant. The cases cited are clear authorities that use and occupation will lie although not an actual occupation.

Rule discharged.

POTT *v.* BEVAN.

Interest for advances made before the bankruptcy of a bank is chargeable after the bankruptcy, and is recoverable against the debtor by the assignees, although the debtor has had no notice of such a claim for four years.

Talfourd, Serjt. (*Tomlinson* with him), shewed cause against a rule obtained by *Murphy* to reduce the damages by the amount of 41*l.* 18*s.* 6*d.* being interest on advances made by a bank to the defendant. There is a contract to pay in all the ordinary cases of accounts with banks. (*Moore* v. *Voughton* 1 Stark, 487; *Higgins* v. *Sargent*, 2 B. & C. 349; *Bruce* v. *Hunter*, 3 Camp. 467.) An agent who has advanced money for his principal in effecting an insurance and other mercantile business, is entitled to charge interest, and at the end of every year to make a rest, and add the interest then due to the principal.

Murphy, Serjt. contrà.—No demand had been made [illegible]

TINDAL, C. J.—There is no question in this case, if the bank had not stopped, the interest of this debt would have gone on, and I cannot see upon what principle the interest is not to continue in favour of the assignees, against the defendant after the 6 Geo. 4, c. 16, has vested in the assignees all the rights of the bankrupt, in such full and distinct terms as are contained in the 69th section. *Rule discharged.*

LANGFORD *v.* WOODS.

Not guilty by statute—Special pleas.

Talfourd, Serjt. shewed cause against a rule, why so much of an order of Coltman, J. made on the 14th of May, which directed that the first and fourth pleas should be rescinded. The defendant had pleaded—1st, Not guilty by statute to the first count; 2nd, The chimney of the plaintiff was a public nuisance; 3rd, The chimney a private nuisance: to the second and third counts, Not guilty; in the second count, a right of support; and, lastly, to the whole declaration, Leave and license. The objection is, to have the plea of not guilty to those counts to which the special pleas relate. The matter to be considered is, whether the defendant is entitled to have the plea of not guilty by statute, and to have another special plea raising another plea on the record. *Ross* v. *Clifton* (11 A. & E. 631) is a decision against the claim.

Byles, contrà.—All that is asked is, that when the case comes on to be heard, the matter contained in the special pleas may be given in evidence under the plea of not guilty.

By the COURT.—The first plea must be limited to that effect, the defendant to take short notice of trial. *Rule absolute.*

BROWN *v.* COPLEY.

The sheriff is not liable for the acts of his bailiffs after a supersedeas issued out of the county court.

Trover—Plea, not guilty.

Talfourd, Serjt. (*Pashley* with him) shewed cause against a rule obtained by *Byles*, why the verdict in this cause should not be set aside, and instead thereof a verdict entered for the defendant, or for a new trial. The rule was granted on two grounds:—1st, that the sheriff as a judicial officer was not liable in trespass for the acts of his bailiffs; and, 2nd, that the indemnity taken by the sheriff from the bailiffs would not deprive him of his judicial character; and, independently of that, the indemnity was not receivable in evidence for want of a stamp. The wrongful act complained of was the detaining the goods after a writ of *supersedeas* had issued. The sheriff is responsible, and is bound to prevent the wrongful acts of his servants. (*Saunderson* v. *Baker*, 3 Wilson, 309; 2 Rolles' Ab. pl. 9, 552; 2 Sir W. Black. 834; *Parrott* v *Mumford*, 2 Esp. 585; *Price* v. *Peek*, 1 Bing. N.C. 380.) The bailiffs having got possession by means of the sheriff, in the case of improper conduct of the officer, he is liable. If the suitors of the county court are the judges, the *supersedeas* would be a ministerial act. The bailiffs in this case were not the ordinary bailiffs of the court, but specially appointed by the sheriff in taking an indemnity. (*Smart* v. *Hutton*, reported in a note in *Raphael* v. *Goodman*, 8 A. & E. 568.) The writ first delivered to the bailiffs was for a totally different purpose. *Woodgate* v. *Knatchbull* (2 T. R. 148), *Holroyd* v. *Breare* (2 B. & Ald. 473), *Bradley* v. *Carr* (3 M. & G. 221), point to the distinction between what are ministerial and what are judicial acts. In Com. Dig. tit. County—"Who shall be judge there?" it is said, "The county court is a court baron, and not a court of record, in which the suitors are judges, and not the sheriffs." (*Tunno* v. *Morris*, (2 C. M. & R. 298.) With respect to the want of a stamp upon the indemnity, the goods taken under the attachment were of the value of 8*l.*; besides, the subject-matter of the contract was uncertain, and thus document might be read in evidence.

Byles, contrà, citing, 2 Rolles' Ab. 17; *Cooke* v. *Palmer* (6 B & C. 639); *Crowder* v. *Long* (8 B. & C. 598), stopped by the Court.

TINDAL, C. J.—It appears to me the rule must be made absolute. The question is, whether the sheriff was shewn, upon the evidence given in this case, to have been guilty of a conversion in trover, or whether the refusal to deliver the goods which had been seized under the writ of attachment was a conjoint act of the bailiff and the sheriff, or the bailiff alone. It appears to me that it was done by the bailiff alone, and that at the time when the conversion took place he was not the servant of the sheriff. The ground upon which the sheriff is generally liable for a mistake or excess in the execution of process is, that he performs a duty by the hands of others when the law requires him to perform it himself. Now, here, the writ of attachment issued, and after that came the writ of *supersedeas*, the effect of which was to make that writ inoperative, and not only made the writ inoperative, but the warrant founded upon it. The consequence was, that though the sheriff would be liable for the original taking of the goods, and for keeping them if any thing wrong had been done, that what was done was done by the bailiffs by their own authority, and, indeed, against the positive orders of the sheriff. The writ of *supersedeas* was a direct command to give up the goods. If, therefore, we were to hold that the sheriff was liable, under such circumstances, it would be making a person liable as a wrong doer for the act of his servant after he had determined his authority. Now we have the authority for that the case in Rolles' Ab. That case has not been overruled, and I see no reason why it should be, and, therefore, not alone upon principle but upon authority, I think the verdict ought to be entered for him.

COLTMAN, J. and CRESSWELL, J. delivered judgment to the same effect. *Rule absolute.*

CLOSE *v.* PHIPPS.

Atcherley, Serjt. shewed cause against a rule obtained by *Channell*.

Talfourd, Serjt.—After the case of *Parker* v. *Great Western Railway Company*, I think there is no ground. *Rule discharged.*

Wednesday.

FOLEY *v.* PHILLIPS. *Judgment nisi.*
HARRISON *v.* HARRISON. *Cur. adv. vult.*

COURT OF EXCHEQUER.

Thursday, May 30.

COOPER *v.* GARBUTT.

De injuriâ may be replied in an action of debt.

In this case the Court gave judgment. The action was debt on a bill of exchange.

Plea—That the bill was obtained by fraud.

Replication—*De injuriâ.*

Demurrer—The principal question was, whether *de injuriâ* is a good replication in an action of debt, and the Court held that it was so. *Judgment for the plaintiff.*

DE WOLFF *v.* BEVAN.

Watson, Q. C. and *Denman* shewed cause against a rule for a new trial obtained by *Knowles*, Q. C. upon affidavits.

The cause was tried before Coltman, J. at the last assizes at Liverpool, and a verdict found for the defendants.

Rule absolute, costs to be costs in the cause.

CAMPBELL *v.* POWNALL.

A partnership is not constituted by an agreement among several persons to share each other's losses in trade.

Watson, Q. C. and *Crompton* showed cause against a rule obtained by *Murphy*, Serjt. for a new trial.

The case was tried at the last assizes at Liverpool, before Coltman, J. The plaintiff and defendant were both members of an association of carters at Liverpool, of which the defendant was also one of the officers. The society were in the habit of collecting the earnings of all the members, each of whom afterwards received the whole of his own earnings, subject only to a rateable share of the expenses and of the loss occasioned by the bad debts of the whole body. At the trial it was contended that this kind of mutual assurance against losses constituted a partnership between the members, and that, as the present action was to recover money had and received by the defendant in the above manner, the plaintiff was precluded by the partnership from recovering at law.

After the case was over, the jury asked the opinion of the judge as to the partnership, and he having said that he thought it proved, the jury found for the defendant.

For the defendant it was now contended that the ruling of the learned judge was right.

Murphy, Serjt. and *Cowling*, contrà, were stopped by the Court.

By the COURT.—We cannot find in this case any intention of dividing the profits, and we do not think that a mere mutual indemnity against loss will constitute a partnership. An arrangement between two tradesmen to bear bad debts mutually, there being no mutual interest in their stock or in their profits, is not a partnership. There are many descriptions of loss which may be more conveniently borne by a society than by individuals. A number of farmers, for instance, who should agree to bear together all losses which they might sustain by fire, would not be partners. We cannot agree with the learned judge's answer to the question of the jury, and it is clear, from their putting that question, that they had some doubts as to other points in the case. We are, therefore, bound to grant a new trial, though we cannot help saying that the plaintiff is not unlikely to fail on other grounds. *Rule absolute.*

Friday, May 31.

DOE *dem.* ADAMS *v.* RANDERSON.

Practice.—The Court will stay proceedings in an action of ejectment until a prior action of trespass brought by the same plaintiff has been decided, where the question of title to the same premises is raised in both actions.

Knowles, Q.C. moved for a rule to stay proceeding in this action until an action of trespass, brought by Adams, the present lessor of the plaintiff, in the Queen's Bench, against four persons for ejecting him, under the orders of the present defendants, from the premises now in question, should be disposed of. The pleadings in the action of trespass put the title in issue. The plaintiff obtanied a verdict at the last assizes at York, and the defendants have obtained a rule, pursuant to leave, to enter a verdict for them. The defendants are willing to let this action abide the result of the other, and to undertake to give up possession, and pay mesne profits, if the Queen's Bench shall decide against them. It is very hard that the defendants should be oppressed with two actions, especially as the plaintiff is suing in both *in formâ pauperis.*

Aspinall shewed cause in the first instance. The subject-matter of the two actions is different, and the parties are different. There is no case in which, under such circumstances, the Court has interfered. There are other points reserved in the action of trespass besides the question of title, which may never arise at all.

By the COURT.—If a plaintiff chooses to try his title first by an action of trespass, he ought not to harass the opposite party with a second action until that is settled. The defendants here are willing to allow the present action, the possession of the premises, and the mesne profits abide the event of the action of trespass. Upon those terms, we think they are entitled to their rule; the costs of this application to be costs in the cause.

Case cited, *Carnaby* v. *Welby* (7 Dowl.).

Rule accordingly.

HYDE *v.* WATTS.

When a question of liability is referred to the Master to determine, he may do so upon affidavits, without hearing vivâ voce evidence.

Jervis, Q. C. shewed cause against a rule obtained by *Unthank*, to confirm the Master's report. The objection taken to it was, that the taxation of the bills, as well as the liability of the defendant, having been referred to him, he should have determined the latter upon *vivâ voce* evidence, and not on affidavits.

Rule absolute.

ALDERSON and ANOTHER *v.* DAVENPORT and ANOTHER.

PERRIN *v.* SAME.

A letter from a plaintiff's attorney to an under-sheriff, inclosing writs of ca. sa. and requesting him to employ a particular officer who has received instructions for the execution, is not an appointment of a special bailiff, and does not release the sheriff from responsibility for neglect of the officer.

Evans, Q. C. and *Welsby* shewed cause against a rule obtained by *Jervis*, Q. C. to set aside the verdict for the plaintiffs, and for a new trial. The action was against the sheriff, and the question at the trial was whether the letters written by the plaintiff's attorney amounted to an appointment of a special bailiff, and were, therefore, a release of the sheriff from responsibility. The following were the letters:—

"Warrington, June 20, 1842.

"Alderson and Another *v.* Rigby.

"Perrin *v.* Same.

"Dear Sir,—Enclosed you will receive a *ca. sa.* in each of the above actions, and will thank you to procure and forward warrants in each to Mr. M., T., sheriff's officer, at Northwich, whom I have instructed as to the execution thereof. Your charges I shall be glad to pay as you may direct.

"Yours truly,

"J. B."

"Alderson and Another *v.* Rigby.

"Perrin *v.* Same.

"Sir,—Enclosed I send you *ca. sa.'s* against the above defendant, to levy in the former action 12*l.* 15s. 1d. and in the latter, 11*l.* 14s. 6d. You will have to execute them in the course of the week, or the defendant will be gone. He lives with his father, Mr. J. Rigby, at a farm-house which you will see on the canal-bridge, &c. He was lately in business as a druggist there. You must use some caution in taking him, and I have no doubt his mother will pay the debt and costs in each, as she has done so before.

"Yours, &c.

"J. B.

"To Mr. T. sheriff's officer, Northwich."

For the plaintiff it was contended that these letters amounted to nothing more than a suggestion to the sheriff as to which of his officers was best acquainted with the facts, and could most conveniently execute the writ. If this is an appointment of a special bailiff, it will be dangerous for an attorney to interfere at all or give the officer any information to facilitate the execution of process. Nothing is more common than for attorneys to send process at once to some particular officer. The sheriff, by appointing sworn bailiffs, holds them out to the world as the persons whom he intrusts with the execution of his duties, and for whose acts and omissions he is responsible.

Egerton, contrà.—Your lordships need not be reminded of a numerous class of cases in which any

interference by the attorney has been held to release the sheriff. *Myranda* v. ——— (4 T. R. 419) is directly in point.

POLLOCK, C. B.—In that case the attorney's clerk was appointed.

ALDERSON, B.—That was a sort of very special bailiff.

Egerton.—Where the attorney himself gives instructions to the officer, the sheriff ought not to be liable. Supposing the attorney to direct the commission of an illegal act, surely the sheriff would not be answerable for that. The cases are very strong in favour of the proposition that a plaintiff cannot manage an execution himself and then make the sheriff responsible for what may have been his own act.

By the COURT.—Perhaps in this case, if the instructions to the officer had not been produced, the jury might have been asked, "How can the sheriff be guilty of negligence when the officer may have been acting on the instructions given him by the attorney?" But here the letter containing the instructions is produced, and the jury find that the officer was guilty of negligence. The letter to the under-sheriff simply amounts to saying, "It would be convenient to employ Mr. T. because I have instructed him how to execute the writ." But the sheriff was not bound to appoint Mr. T. and he might, if he chose, have employed another officer. We think there is nothing here to exonerate the sheriff.

Cases cited: *Ford* v. *Leach* (6 A. & E. 699); *Balsom* v. *Meggatt* (4 Dowl. 557); *Corbett* v. *Brown* (6 Dowl 794). *Rule discharged.*

NICHOLAS *v.* MORGAN.

An agreement that a plaintiff should accept as payment of a debt an authority to pay himself out of certain moneys of defendant to be received by plaintiff, may be proved under a plea of payment.

Cowling shewed cause against a rule obtained by *V. Williams* to set aside verdict for defendant and enter a verdict for plaintiff, on the third issue.

The case was tried before Maule, J. at the last assizes at Haverfordwest. The plaintiff was an auctioneer, and in the course of his business had to receive a sum of money, the proceeds of some goods sold for one of the defendants. It had been agreed between the parties, that as soon as he had received these moneys he should pay himself out of them the debt which was the subject of the present action, and that his authority to do so should be considered payment. The third plea was payment, and the simple question was, whether, under that plea, the agreement could be given in evidence.

By the COURT.—Whatever parties standing in the relation of debtor and creditor agree shall be treated as payment, may be admitted under the plea of payment. *Rule discharged.*

CLARKE, P. O. *v.* COLE.

A partner in two firms cannot transfer an account of one of them to the other without the consent of his partners.

Crowder, Q. C. shewed cause against a rule to enter a verdict for defendant upon the third issue.

Kinglake, contrà.

The case was tried before Cresswell, J. on the Western Circuit, at the last assizes. The action was brought by the plaintiff as registered officer of a bank, to recover the balance of a customer's account. The question was, whether an arrangement made by one Latchford, who was a partner and director in the bank, and also a director of another bank, to transfer an account of the defendant from one of the banks to the other without the consent of his partners, so as to produce a balance against the bank of the plaintiff, was binding upon the plaintiff.

By the COURT.—The rule must be discharged. One member of a partnership cannot deal with the partnership property for any purpose except those of the partnership, without their consent. The person who deals with him in such a transaction does so at the risk of its turning out that he had no such authority. It is not necessary for us to look at the merits of this case. The jury have found that "Latchford, who was the responsible agent of both firms, entered into the agreement without the knowledge of his partners." The question is, whether they were bound by that agreement. We cannot construe the words "responsible agent" to mean that he had authority to do the act in question, and if he had not, it is clear that he could not bind his partners in a transaction beyond the scope of the partnership. Even if their money had actually been paid in such a transaction, it might be recovered.

Cases cited: *Ridley* v. *Taylor* (13 East, 175); *Green* v. ——— (2 Starkie, 347). *Rule discharged.*

Saturday, June 1.

GURNEY *v.* WALKER.

If the plaintiff gives notice of trial for 11 A. M. *when the Court regularly sits at* 10, *and the cause is called on at half-past* 10 *and struck out, he must pay costs of the day.*

Wordsworth shewed cause against a rule obtained by *Thomas* calling upon the plaintiff to pay the defendant the costs of the day. Plaintiff had given notice of trial before the sheriff of Middlesex, to whom the case was sent by writ of trial. Notice of trial was given for 11 A. M. The Court sat in the usual way at 10, and the cause called on in its turn by the under-sheriff before 11. As no one on the part of the defendant was present, and the plaintiff would not proceed in their absence, the under-sheriff ordered the cause to be struck out. The next case occupied the time until 1 o'clock, when an application was made by both parties, stating the mistake, to have the cause restored. This was refused by the sheriff.

It was contended in shewing cause that the sheriff was wrong in striking out the cause, and also in refusing to restore it, and that the defendant ought to have applied to set aside the notice of trial if it was irregular.

By the COURT.—This rule ought to be made absolute. We find that the Court never interferes to set aside a notice of trial under such circumstances, but if the case is not tried in pursuance of it, the practice is then to inquire by whose fault that happened. The defendant had therefore no means of making such an application. He went prepared to try, and he did quite right, for in all probability, if the case had been tried at 12, and he had been absent, the Court would not have interfered to set that trial aside. The whole point turns upon whether the under-sheriff decided rightly or wrongly. If the sheriff decided rightly, then the defendant is entitled to costs, but if he were mistaken, then he is not so entitled. We think the sheriff was right, and the expenses have been incurred by a mistake of the plaintiff. Even if we thought the sheriff had not exercised his right of striking out with discretion, we could not refuse these costs on that ground. It would be a very bad precedent, and would lead to our being continually asked to review the decision of judges of Nisi Prius, upon matters which they have much better means of deciding upon than we have. *Rule absolute.*

WELDON *v.* EASTERN COUNTIES RAILWAY COMPANY and ANOTHER.

An affidavit of merits by one defendant will support an application to set aside a verdict against two. Semble, that the affidavit of the attorney's clerk is not sufficient without shewing him to be managing clerk.

Lush shewed cause against a rule obtained by *Edwin James*, to set aside an interlocutory judgment signed by the plaintiff. There was an affidavit of merits. *Lush* contended that the affidavit on the part of the company was insufficient. The party making it was described as clerk to the plaintiff's attorney, without saying that he was managing clerk, or that he had the management of this cause, or shewing that he knew any thing about the cause.

ROLFE, B.—Does the affidavit shew facts which would constitute a defence? because if he swears to them he must be acquainted with the merits.

Lush.—It does not; and there is no case which has gone so far as to admit the sufficiency of a person who may be a mere writing-clerk in the office, and know nothing about the case. It was an innovation when the attorney was admitted to make it instead of the defendant himself; and in one case alone the clerk of the attorney, who swore that he had the management of the cause, was admitted.

The COURT called upon

James, contrà, who stated that there was also an affidavit by the other defendant himself, which did shew facts constituting a defence for both. The Court held this sufficient.

Cases cited: *Rowbottom* v. *Dupuis* (5 Dowl. 557); *Norris* v. *Hunt* (1 Chitty, 97).

Rule absolute on payment of costs.

SINCLAIR *v.* SINCLAIR.

Judgment as in case of a nonsuit—Practice.

Horn shewed cause against a rule for judgment, as in case of a nonsuit. Action by one brother against another. The reason for not trying was that the plaintiff's attorney was informed by a mutual friend that there were prospects of a settlement, and also that the father, who was the next friend of the infant plaintiff, was absent.

ALDERSON, B.—Almost any thing will do, and I think this is "*almost any thing.*"

Rule absolute on the usual terms.

Monday, June 3.

CARTER *v.* JAMES.

A plea in estoppel to an action of covenant on a mortgage-deed, shewing that the plaintiff has brought a former action on a bond given as collateral security, in which the defendant had judgment, but where the issues were not necessarily the same as those to arise in the present action, is no answer.

Demurrer to plea.

The action was covenant on a mortgage-deed.

Plea, in estoppel, that an action had been brought by the plaintiff against the defendant, upon a bond which had been given as collateral security for the same money as the mortgage, and that the issues in that action had been found against him.

To this plea the plaintiff demurred, and the question was, whether the plaintiff was estopped from bringing a fresh action upon a collateral security, in which he might raise a different issue.

Crompton, in support of the *demurrer*.

Willes, contrà.

By the COURT.—We do not think the plaintiff is concluded by the judgment of the Court of Queen's Bench, although we think that judgment was right under the circumstances of that action. It may be, and in this case it is probably the fact, that the plaintiff wishes to put in issue some matter which in the former action he was obliged, by the rules of pleading, to admit, and which was admitted for the purposes of that action only. The plea to the former action states, that there was a corrupt and usurious contract in respect of 124*l.* and that there was an agreement to give a bond for that and other debts, and the plea then averred that the bond then declared upon was given in pursuance of that agreement. Issue was taken upon the averment that the bond was given in pursuance of the agreement, and that was found for the defendant. No issue was taken upon the usurious nature of the contract. The plaintiff is at liberty to raise that issue now, and ought to have the opportunity of doing so.

Cases cited: *Ferrer's* case (6 Coke's Rep. 8); Coke's Entries, 39; *Outram* v. *Morewood* (3 East, 345); Cro. Eliz. 677-8; *Doe* v. *Wright* (10 A. & E. 763); *Bingham* v. *Stanley* (2 Q. B. 117); *Smith* v. *Martin* (9 M. & W.). *Judgment for plaintiff.*

GRIFFITHS *v.* OWEN.

It is no answer to an action for not delivering goods that the defendant gave the plaintiff an order for them upon a third party, who failed to deliver it, and that in consequence they were stolen.

Demurrer to plea.

Declaration stated that plaintiff had given to defendant certain notes, &c. for a certain purpose, which, having been accomplished, they were to be returned to defendant; and breach, that though the purpose was accomplished they were not returned.

Plea—That defendant had given the plaintiff an order for the notes upon one Brown, who had the custody of them, and that plaintiff had neglected to present it, and that afterwards they were stolen from Brown.

Demurrer.

V. Williams, in support of demurrer.

Whitehurst, contrà.

By the COURT.—This is a bad plea. In an action for money, where you may plead payment, it is quite right that you should also be allowed to plead any thing in the nature of payment which has been accepted at the time. If, by the laches of the plaintiff, it has failed to become a perfect payment, that may therefore be pleaded. But the rule is quite different in an action for not delivering goods, for though they were afterwards delivered, the action would still remain for not delivering them at the proper time. It would not have been an answer to the action even if the goods had been delivered by Brown in pursuance of the order, unless they had been accepted in accord and satisfaction, and it is not even averred here that the order was so accepted. In the case of a money-order, we know what is a reasonable time for presentment, but how should we ascertain it in a case of this sort?

Cases cited: *Coles* v. *Bank of England* (10 A. & E. 437); *Bunnay* v. *Points* (4 B. & Ad. 568); *Sard* v. *Rhodes* (1 M. & W. 155); *Kearslake* v. *Morgan* (5 T. R. 513); Com. Dig. tit. Accord.

Judgment for plaintiff.

Tuesday, June 4.

GIBERT *v.* HALES.

When a Court of Equity directs an action, the costs are in the discretion of the Court of Law.

Hayward moved for security for costs, plaintiff being a foreigner and out of the country.

Hoggins shewed cause in the first instance.

This is an action directed by the Master of the Rolls, and he has reserved to himself the question of costs.

Hayward, contrà.—That is, the costs of the suit.

ROLFE, B.—When a Court of Equity directs an issue, the costs remain in its discretion; *aliter* where it directs an action. *Rule absolute.*

PICKETT *v.* BUTLER.

The owner of the herbage may maintain trespass quare clausum fregit.

Barstow shewed cause against a rule obtained by *Crowder*, Q. C. to enter verdict for plaintiff, action of trespass, *quare clausum fregit.*

The plaintiff was only the owner of the herbage of the *locus in quo.* The question was, whether he was entitled to maintain the action. The Court held that he was. *Rule absolute.*

Doe v. Filliter.

In an action of trespass for mesne profits, a plaintiff cannot recover, as costs incurred in a previous ejectment, more than the taxed costs between party and party.

Cockburn, Q.C. shewed cause against a rule obtained by *Crowder*, Q.C., to enter a nonsuit.

The action was trespass for mesne profits. An action of ejectment had previously been brought, in which the plaintiff had succeeded, and this action was then brought to recover the costs of the ejectment. Before pleading in this action, the defendant had obtained an order to tax the costs of the ejectment. The order was made without prejudice to any rights that he might have to recover, in this action, more than the taxed costs. The costs were taxed between party and party, and were paid into court by defendant. At the trial of this cause, the plaintiff claimed to recover his costs as between attorney and client, or at least such parts of them as had been properly incurred.

The plaintiff had a verdict, subject to leave to move to enter a nonsuit, and this rule was afterwards obtained.

For the defendant it was now contended that the only costs which the Court would recognize as being properly incurred, were those allowed by its own officer; and that there was no distinction between the costs which a plaintiff might have judgment for in the ejectment, and those which he might recover as damages in the action for mesne profits. A jury is not the proper tribunal to decide upon the amount, and the only cases where it has been so decided have been cases of judgment against the casual ejector, where there could be no taxation.

Cockburn, contrà, contended that all expenses to which the plaintiff had actually been put by being turned out of possession ought to be given by the jury in this action. The order to tax was made without prejudice to our right to recover further costs.

Rolfe, B.—You were not to be bound in any way by having consented to that taxation. You were to be in the same situation as any one who gets an order to tax adversely made against him.

By the Court.—The Court can make no distinction between ejectment and any other action; nor between the costs recoverable in the ejectment itself and those to be given as damages in a subsequent action of mesne profits. In all cases the proper criterion is the Master's *allocatur*.

Cases cited: *Noel* v. *Rolfe* (7 B. & C.); *Simmons* v. *Page* (1 Cromp. & Jervis, 29); *Doe* v. *Huddart* (2 C. M. & R. 316); *Grace* v. *Morgan* (2 Bing. N. C. 534); *Smith* v. *Compton* (3 B. & Ad. 407); *Sparks* v. *Martingale* (8 East). *Rule absolute.*

Morrish v. Murray.

It is no answer to an action of trespass for entering a house, that the defendant entered by virtue of a ca. sa. against a third party, who he had good reason for believing was there, unless he was there in fact. If a plaintiff does not object at the trial to the jury assessing contingent damages for him, in case the Court shall think fit to enter a verdict for him, he cannot afterwards object to the smallness of the damages, or ask for a new trial.

Cockburn and *Kinglake* shewed cause against a rule obtained by *Crowder*, to set aside the verdict, and for a new trial.

The action was for breaking and entering plaintiff's house.

Plea—That one Webb had obtained judgment and issued a *testatum ca. sa.* against C. F.; that a warrant thereupon had been delivered to defendant; that C. F. was living for a long space of time, to wit, six months next preceding the trespass, in the house of the plaintiff; and that the defendant had good grounds for believing, to wit, by information from Webb's attorney, that she was in the house at the time, and that he did actually believe that she was in the house.

Cresswell, J., who tried the cause, thought the plea proved by evidence of the writ and warrant, and that she had been living in the house up to within two hours of the trespass. Defendants did not give any proof whatever that they had been informed, by Webb, that she was there at the time of committing the trespass. The judge thought the plea substantially proved, notwithstanding this omission, and so directed the jury; but he said he would take their opinion as to the amount of damages. The plaintiff's counsel made no objection, and the jury accordingly assessed the damages at one farthing. Leave was then reserved to the plaintiff to move to enter a verdict for him for a farthing.

The plaintiff subsequently obtained this rule for a new trial, on the ground of misdirection, or to enter a verdict.

For the defendant it was contended, that the matter proved supported as much of the plea as amounted to a good defence; but that, at all events, the plaintiff was not at liberty to move for a new trial after the reservation of the learned judge; but, as he did not object to the assessment of damages before it was made, must be taken to be bound by it.

For the plaintiff it was argued that, although if a part of a plea by itself formed a defence to the action, and that part was substantially proved, the verdict must be for so much for the defendant; yet, in this case, not only the part proved was no defence, but the whole plea was not, taken together, an answer; and on the other point, that as the plaintiff had given no consent to the arrangement, he was not bound by it.

By the Court.—It appears that the learned judge directed the jury to find for defendant upon the second issue; but at the same time he told them to assess contingent damages in the event of his turning out to be wrong.

They did assess the damages at one farthing.

We should not have been dissatisfied if the damages had been much higher; but we must take the arrangement made by the learned judge to have been made by both sides, and with their consent. With respect to entering the verdict, we think it ought to be for the plaintiff. Where the house of the party himself against whom the execution is, is entered, then the officer is justified by reasonable grounds of belief, that the party or his goods are there; but if he enters the house of a third party in the like pursuit, he does so at his peril, and nothing will justify him but success. Then the question arises whether there is to be a new trial for misdirection.

There is no doubt that the learned judge had no right to assess the damages contingently without the consent of both parties; but here it must be taken to have been done by such consent. If the jury, instead of finding one farthing damages, had found 500*l.*, the defendant would have had just the same right to complain as the plaintiff now had. At the time the learned judge took the course he did, it was quite uncertain which party would ultimately profit by it, but it was quite clear that the saving expense would be an advantage to both.

Cases cited: *Johnson* v. *Lee* (6 Taunton); *Newton* v. *Harland* (1 M. & G. 644).

Rule absolute to enter verdict for plaintiff for one farthing.

Allen v. Hopkins.—— ——shewed cause against a rule for judgment *non obstante veredicto*. *Butt*, contrà. *Cur. adv. vult.*

Yesterday, *judgment for plaintiff*.

This case will be reported next week.

BUSINESS OF THE WEEK.

Thursday.

Thomas v. Cooke.—*C. Jones* shewed cause against a rule obtained by *Henderson*, to rescind an order of Gurney, B. and to discharge defendant out of custody under the *capias* which had issued in pursuance thereof. *Rule absolute.*

Mayor &c. of Bridgewater v. Allen.—*Kinglake* shewed cause against a rule obtained by *Elliot*, to compel the plaintiffs to accept an issue under the Tithe Act. *Rule enlarged.*

Leslie v. London Dock Company.—*Wordsworth* moved for a rule to shew cause why the claimant should not be barred, he having failed to try an issue under the Interpleader Act, and why the money should not be paid out of court to the other side. *Rule nisi.*

Jones v. Lichwald.—*Miller* moved that a sum of money paid into court in lieu of bail, might be paid out to the plaintiff. *Rule nisi.*

Friday.

Lamprell v. Guardians of —— Union.—*Willes* moved for leave to plead five additional pleas which had been disallowed at chambers. —— shewed cause. As to four, *Rule absolute.*

Speakman v. Wharton.—*Evans*, Q.C. shewed cause. *Welsby*, contrà. *Rule discharged.*

Saturday.

Earl of Carnarvon v. Villebois.—*Erle*, Q. C. and *Smirke* shewed cause against a rule to enter a verdict for the defendant. *Wilde*, Serjt. *Cockburn*, Q. C. and *Butt*, contrà. *Cur. adv. vult.*

The above case, which was argued at great length, will be reported when judgment is given.

Doe dem. William the Fourth and Others v. Parry and Others.—*Hayes*—To strike out several demises. *Rule nisi.*

Stephens v. Thorn.—*Miller*—To set aside a writ of summons. *Rule nisi.*

Davies v. Morgan.—*M. Chambers*—To set aside execution. *Rule nisi.*

Monday.

Sanders v. Coward.—*M. Smith* for plaintiff. *Watson*, Q.C. for defendant. Demurrer to plea. *Cur. adv. vult.*

The judgment was afterwards given for the plaintiff, but the defendant had leave to amend. The case will be reported hereafter.

Jepson v. Broadhurst.—*Warren*—To set aside a writ of summons for irregularity. It was issued 31st May, 1844, and tested in the name of the late Lord Abinger. *Rule nisi.*

Catchpole v. Hurrell.—*Walesby*—For a *distringas*. *Rule refused.*

Ciceri v. Carter.—*Peterson*—For a *distringas*. *Rule refused.*

Lippus v. Wallis.—*Humfrey*—To increase the issues on a *distringas nuper vice comitem*. *Rule absolute.*

Tuesday.

Mayor and Corporation of Ludlow v. ——.—*Alexander*—To set aside an order of reference. *Rule nisi.*

Reynolds v. Boone.—*Fortescue*—For a rule to shew cause why defendant should not pay the sum of 110*l.* pursuant to the award, and the sum of 11*l.* 14s. 9d. the half of the plaintiff's taxed costs, pursuant to the Master's *allocatur*, and in default of payment, that execution might issue for the two sums, pursuant to 1 & 2 Vict. 110, s. 18, and why defendant should not pay the costs of this application. *Rule nisi.*

Doe dem. Robinson v. Roe.—*Hindmarsh* shewed cause against a rule for judgment against the casual ejector obtaided by *Cole*. *Rule absolute.*

Walker v. Fraser.—*Hawkins*—To quash the sheriff's return to a writ of *testatum fi. fa.* *Rule nisi.*

Turner and Others v. Corporation of Kendal.—*Cowling*—For interpleader rule. *Rule nisi.*

Jervis v. South.—*Wood*—To set aside a judgment signed on a warrant of attorney, on the ground that it was signed in vacation, and the warrant was only to sign in term. *Rule nisi.*

Wednesday.

Buron v. Denman.—*Demurrer* to plea. *Wilde*, Serjt. in support of plea. *Kelly*, Q. C. contrà. This case, which ranged over a vast extent of English, Spanish, and international law, occupied the whole day, and when the Court rose, *Wilde*, Serjt. was still unheard in reply. On the following morning, the Court suggested to *Wilde*, Serjt. the propriety of making some amendments in point of form, and gave him two days to consider, so that no judgment has been delivered.

Colville v. Lewis.—*Welsby*.—To set aside interlocutory judgment with costs, it having been signed before time to plead had expired. *Rule nisi*

Oxley v. James.—*Jervis*, Q. C. For a new trial. *Rule nisi.*

BAIL COURT.

(Before Mr. Justice Wightman.)

Friday, May 31.

—— *v.* ——

Quære, whether it is necessary, in order to get a writ of execution from a superior court on a judgment in an inferior one, that the record itself, or a transcript of it, should be returned to the certiorari.

Humfrey moved for a rule *nisi* to set aside the writ of *fi. fa.* herein, on the ground that it has improperly issued, a *transcript* only of the record having been removed into this court from the Sheriff's Court (to obtain execution) instead of the original record. *Rule nisi.*

Saturday, June 1.

Doe dem. Finch and Others v. Robertson.

Rule to compel the real landlord (though not a party to the record) to pay the costs of an ejectment.

Lush moved for a rule calling upon a Mr. William Challis to shew cause why he should not pay the taxed costs of the lessor of the plaintiff.

This was ejectment, brought to recover some cottages in Gibraltar-row, Southwark, and the defendant Robertson had entered into the landlord's rule. A verdict was subsequently obtained for the plaintiff, and it was then found that Robertson was only the tenant of Challis, and had, in fact, been put forward by the latter to defend the action. *Rule nisi.*

Cole v. Lavenne.

Although it is necessary that a testatum fi. fa. should be founded on an original fi. fa. the latter may be issued at any time, and the Court will not inquire into the time when; and where, on a motion to set aside a testatum fi. fa. on the ground of there being no fi. fa. returned to support it, a fi. fa. with the sheriff's return is produced in court, though in the hands of counsel, it will be sufficient.

Ball shewed cause against a rule obtained by *Humfrey*, to set aside a writ of *testatum fi. fa.* no original *fi. fa.* having been returned.

Ball now produced the original *fi. fa.* with a return of *nulla bona* indorsed by the sheriff thereon, and contended that his having the return now in court was a sufficient compliance with the practice, for that although it is never usual, in fact, to get the *fi. fa.* returned before the issuing of the *testatum*, yet, if it be produced regularly returned in court at the time when it is required in order to support the *testatum*, the Court will not inquire into the time when it was sued out or returned.

Humfrey, contrà, argued that, although the practice was as stated, still there was in this case no return in fact, for that the production in court of the writ, as at present, was no compliance with its

exigencies, which are that it shall be *returned into court*, not merely indorsed by the sheriff.

WIGHTMAN, J.—As this is a merely formal objection, I think that the production of the writ now in court is sufficient, as it may be at once filed. The practice is certainly very loose upon the point. The best way will be to discharge the rule without costs.

Rule discharged without costs.

Monday, June 3.
(Before Mr. Justice COLERIDGE.)
Ex parte JACKLIN.

Habeas corpus to discharge a party out of custody for defects in a conviction under the 4 Geo. 4, c. 34 (the Master and Servants Act).

Whitehurst moved for a *habeas corpus* to bring up the applicant, in order to his being discharged. He had been committed under the 4 Geo. 4, c. 34, s. 3 (the Master and Servants Act), and it was now contended the warrant of commitment and conviction, which were one document, were bad:

1st Because it did not appear on the face of the conviction that the justices making it had authority, it not appearing where the contract was made, or where the applicant was found or employed. (*Johnson* v. *Reed*, 6 M. & W. 194.)

2nd. Because it did not shew that the master was examined on oath in the presence of the applicant.

3rd. Because it stated that the offence of the servant was that of taking his master's corn and giving it to his master's horses, which, if any misconduct at all, was a felony, and not the subject of a summary conviction.

4th. Because it stated that the servant had committed divers misdemeanors, not specifying them;

And for other objections. *Rule granted.*

Ex parte ARTHUR SAMUEL CALLS.

Motion, calling upon the attorney of a prosecutor to pay the defendant's costs of the day, pursuant to an arrangement.

Horn moved for a rule calling upon a Mr. John Hayward, an attorney, to shew cause why he should not pay a sum of 86*l.* 9s. 6d. under the following circumstances. At the last Maidstone assizes an indictment was preferred against the applicant, at the instance of the lord of the manor of Dartford (of whom Mr. Hayward was the attorney), for a nuisance, in having erected a stall in the market of Dartford (the market being the property of the lord of the manor). On this indictment being called on, it was suggested to Mr. Baron Alderson that the simple question was one of right, which was admitted to be so by the prosecution; and on the case of *Rex* v. *Smith* (4 Esp.) being cited, his lordship said that, in leaving the case to the jury, he should tell them that the only question for their consideration would be the *bona fides* of the defendant; for that if he erected the stall in the *bonâ fide* assertion of a right, he would be entitled to their verdict, since this was not the proper proceeding in which to dispute the right itself. Upon hearing this opinion of his lordship, the prosecutor's attorney, Mr. Hayward (the prosecutor not being present) agreed to the postponement of the trial, at the same time undertaking to remove the indictment by *certiorari*, or otherwise to deal with it, and to pay the defendant the costs of the day, to be taxed by Mr. Straight, the clerk of arraigns. A minute to that effect was entered in the book of the clerk of the arraigns, and was signed by the judge, the prosecutor's attorney having consented to it. Several appointments were afterwards made for taxation, but not attended by Mr. Hayward; whereupon the costs were ultimately taxed *ex parte*, at 86*l.* 9s. 6d. These costs not having been paid, it was sought to make Mr. Hayward personally responsible for them; he having a remedy over against his own client. (*Iveson* v. *Conington*, 1 B. & C. 160.)

Rule nisi.

Ex parte THE SKINNERS' COMPANY.

Mandamus to compel the payment of an annual sum awarded for land taken to by a public body.

Henderson moved for a *mandamus* to be directed to the directors of the poor of St. Pancras, commanding them to pay over a sum of money, being the annual compensation of 5*l.* 15s. due to the Skinners' Company, in lieu of lands belonging to them, and taken to, in the forming of the New Road. The facts of this case were similar to those detailed in the case of *Reg.* v. *The Directors of the Poor of the Parish of St. Pancras, ex parte Lord Somers* (1 Law T. 313). A similar application on behalf of the Skinners' Company had been made some terms since, which ultimately failed in consequence of the *mandamus* having been directed to the wrong parties. (See 1 Law T. 151.) Under all the circumstances, it was suggested that the rule should be absolute in the first instance, as the objection to the payment could well be made on the return. *Rule absolute.*

DOE *dem.* STRATFORD *v.* SHAIL.

A writ of restitution may issue to restore possession of land, although the title shall not have been determined.

J. C. Symons, shewed cause why a writ of restitution should not issue to restore possession of four cottages at Weston, Berks, to the defendant, of which the lessor of the plaintiff, who was a poor man, became possessed in the following manner:—Early in December last he brought ejectment as devisee in fee under the will of one John Ayers: he subsequently signed judgment for want of a plea, and took out the usual writ of possession. On the 12th of February this judgment was set aside on affidavit shewing that no notice of the declaration had been given by his tenants to the defendant, and the rule ordered that possession should be restored if the defendant succeeded in the action, or if the lessor of the plaintiff failed to go to trial at the next Abingdon assizes. He did not appear at the trial, and was nonsuited. He stated in his affidavit that he was alone prevented from doing so by the misconduct of his attorney, who purposely misled him as to the day of trial, being in collusion with the defendant. Under these circumstances, *Symons* argued that the Court had no power to award a writ of restitution at all; that this writ issued alone upon a judgment reversed on error, or upon some state of facts which had clearly determined that the title was in the party in whose favour restitution was sought. That was not so in this case; and justice would be done by discharging this rule, when after the next assizes, if the lessor of the plaintiff failed to establish his title, it would be time enough to take out a writ of possession. The lessor of the plaintiff was not in disobedience to the order of the Court already made, for it was directed to no one party, and the spirit and intent of it was, that possession should be restored only upon the decision of the merits of the action.

Cases cited: 2 Lilley's Pract. Reg. 273; *Doe dem. Ingram* v. *Roe* (11 Price, 507); 2 Salkeld, 588; *Doe dem. Williams* v. *Williams* (2 Ad. & Ell. 381); *Doe dem. Lord* v. *Stevens* (2 Nev. & Per. 604, per Coleridge, J.); *Doe dem. Pitcher* v. *Rae* (9 Dowl. 971); Barnes' Notes, 178.

Selfe, contrà, argued that the parties were bound to obey the rule, whereby the judgment obtained had been set aside; and that there could be no reason why a writ of restitution should not issue in such a case. None of the cases cited shewed that this writ was inapplicable, and neither an attachment nor an order to give possession would suffice against a poor man. [He was stopped by the Court.]

COLERIDGE, J.—The rule must be made absolute. The plaintiff has failed to conform to the terms of the rule upon which he had conditional possession. I think that at the time the judgment, which had been signed against him, and which was an irregular judgment, was set aside, a writ of restitution might have been then issued. It was not, but the plaintiff was allowed to remain in possession on certain terms, which he has not fulfilled.

Rule absolute without costs.

Tuesday, June 4.
(Before Mr. Justice WIGHTMAN.)
FERGUSON *v.* CLAYWORTH and WIFE.

Application, in an action against husband and wife, to discharge the latter out of custody, on the ground of her having no separate means whereby to satisfy the judgment.

Watson, Q.C. moved for a rule, calling upon the plaintiff to shew cause why the female defendant in this case should not be discharged out of custody. The action had been brought against husband and wife for defamatory words spoken by the latter, when a verdict was given for the plaintiff, with 40s. damages. The costs had been taxed at 62*l.* 10s. for which amount, together with the damages, she had been taken in execution.

This application was made on the affidavit of the wife, who swore that she depended solely for support on her son; that she was not possessed, nor had any expectation of any property (except her wearing apparel), whereby to satisfy the execution, and that she believed she was arrested by the collusion of her husband and the plaintiff. *Rule nisi.*

TAYLOR *v.* POWELL.

Motion to enter a suggestion on the roll, under Court of Requests Act, to deprive plaintiff of costs.—What is not a sufficient occupation or using of a lodging to satisfy the requisites of an Act of Parliament, which points out certain parties who may keep or use any lodging as within its operation.

Mellor shewed cause against a rule obtained by *Whitehurst*, calling upon the plaintiff to shew cause why a suggestion should not be entered on the issue-roll to deprive him of costs, as the defendant was liable to be summoned before the Commissioners of the Birmingham Court of Requests. The Act of Parliament constituting the Court of Requests is the 47 Geo. 3, c. 14 (local), the 12th section of which pointed out the parties liable to be sued; namely, "any person or persons whomsoever inhabiting, residing, or being within the said town or parish of Birmingham and hamlet of Deritend, or keeping or using any house, counting-house, wharf, quay, *lodging*, shop, shed, stall or stand, or using or frequenting the markets there, or working or seeking a livelihood, or in any way trading or dealing with the same." The Act extended to 5*l.* The action was brought in this court and was tried before the undersheriff of Warwickshire, when a verdict was returned for the plaintiff, with 3*l.* 14s. damages. It was now contended on the part of the plaintiff, that the facts as disclosed by the affidavits on both sides did not bring the defendant within the provisions of the Act. It appeared that the defendant, prior to September last, had been a bailiff in the Hundred Court of Birmingham, but at that time sold his office and went with his family and resided at Dudley, ten miles from Birmingham, and out of the jurisdiction of the Court of Requests, where he was employed as the clerk to an attorney. According to his own affidavit, he had a room in Livery-street, Birmingham, for which he paid 8s. a month, and had slept there once or twice a week for the last six months. These statements were corroborated by other deponents, one of whom, Bunn by name, swore to his having taken the lodging of him, and others also deposed to their having seen him there and his having frequented the Birmingham markets. In answer to these, affidavits were sworn by old inhabitants of Livery-street, who stated that although they had made inquiries they could not find any such persons as Bunn or Powell in that street (the number of the house was not given in the defendant's affidavit). Other deponents swore that the defendant was a clerk to an attorney at Dudley; that they had frequently corresponded with him, and had always addressed their letters to him there, and had always received them from there; that he is assessed to the rates at Dudley, where his wife and family reside. The action was commenced in this year.

Mellor, for the plaintiff, contended upon this that the defendant could not be said to be inhabiting or residing within Birmingham, or using any lodging, or frequenting the markets, or seeking his livelihood in the terms of the Act. (*Stevens* v. ——, 16 East, 147; *Jenks* v. *Taylor*, 1 M. & W. 579; *Double* v. *Gibbs*, 1 Dowl.)

Whitehurst, contrà, submitted that the defendant's occupying a lodging in the way stated in this affidavit was sufficient to bring him within the Act.

WIGHTMAN, J.—It is not because a man may have an obscure lodging for some particular purpose unconnected with business that he is to be considered as residing in a lodging; he may live in London and yet rent a room at Birmingham at 1s. a week. The Act must have a reasonable construction, and, taking all the circumstances into consideration, I think the defendant has not brought himself within the meaning of the Act. *Rule discharged.*

Wednesday, June 5
Ex parte WILLIAM SHELDON.

Habeas corpus to discharge party out of custody for defects in the warrant of commitment.

Clarkson moved for a *habeas corpus* to bring up the applicant now in custody in the house of correction for the west riding of Yorkshire, with the view of his being discharged. The applicant had been committed under the 6 Geo. 3, c. 25, s. 24 (the old Master and Servants Act), for absenting himself from his service, he being a collier. It was objected that the warrant of commitment was bad, because—

1st, It did not shew that the applicant contracted *with* the complainant, but merely that he contracted to work *for* him.

2nd, It did not state who was the complainant's co-partner.

3rd, It does not appear from what time the imprisonment is to commence. *Rule granted.*

REG. *v.* THE CAPITAL BURGESSES OF THE BOROUGH OF TREGONY.

Mandamus to the capital burgesses of Tregony to elect a mayor.

Smirke moved for a *mandamus* to the capital burgesses of Tregony, in Cornwall, commanding them to proceed to the election of a mayor.

This borough is not within the provisions of the Municipal Corporation Act, and it appeared that the corporation, which was constituted by a charter of the 19th James 1st, consists of a mayor and eight capital burgesses, which latter elect the former by a majority of votes. On the 21st of April last the mayor died, whereupon the senior capital burgess, according to established custom, issued his summons to the other capital burgesses to attend and elect a new mayor. On the day appointed only one capital burgess besides himself attended, whereby no election was had, and no new mayor has hitherto been elected. The mayor is, *ex-officio*, a justice of the peace, and the borough has corporate property, of which he is the guardian wherefore it becomes highly necessary that this officer should be elected.

Rule absolute.

Thursday, June 6.
(Before Mr. Justice WILLIAMS.)
Ex parte LEWIS.

Where an attorney to whom an articled clerk has

been assigned dies intestate and there is no administrator, the Court will grant a rule, with the view of enabling the clerk to assign himself to another attorney for the remainder of his term.

Merewether applied to the Court on behalf of this gentleman under the following circumstances. On the 23rd May, 1839, the applicant was articled to Mr. Chilton to serve him as clerk for five years: he continued with this gentleman until the 18th February, 1843, when he was assigned to Mr. Jones of Carmarthen, who had a partner of the name of Morris. Early in May last (and before the five years had expired) Mr. Jones died intestate, leaving a widow, who has not administered, nor does she or any one else intend to administer. Since Mr. Jones's death the applicant has remained with Mr. Morris. It was under these circumstances suggested, that as there is no one who can assign the applicant, that he should either be at once admitted, or be at liberty (being of age) to assign himself.

Williams, J.—It is impossible to admit him at present, as his service has been incomplete. Will Mr. Morris take him?

Merewether.—That does not appear; he has remained with him since the death of Mr. Jones.

Williams, J.—You may have a rule calling upon the widow to shew cause why he should assign himself to Mr. Morris or any other attorney for the residue of his term. *Rule nisi.*

Anderson v. Harrison.

Motion to set aside judgment on a warrant of attorney on the ground of its having been entered up in vacation and not in Term.

Where a defect in proceedings exists and is known to a party, and he takes a step which enables him to take advantage of this defect, but he omits to do so, he will not afterwards be permitted to avail himself of it.

James shewed cause against a rule obtained by *Lush* to set aside the judgment and execution on the warrant of attorney herein, and to discharge the defendant out of custody, on the ground that the judgment had been signed in vacation when the warrant of attorney only authorized its being done in Term. It appeared that the warrant of attorney was given to secure the annual payments of an annuity, and it empowered the attorneys to whom it was directed to enter an appearance, receive a declaration, and confess judgment "as of this present Easter Term, next Trinity Term, or any other subsequent Term." Judgment was entered up on the 7th December 1841 (Michaelmas vacation), but execution did not issue for any arrears until May last. In Hilary Term 1842, a rule *nisi* was obtained calling upon the plaintiff to shew cause why the annuity should not be set aside, and why the warrant of attorney given to secure the same, and the judgment entered thereon, and all subsequent proceedings, should not also be set aside, and the annuity-deed be delivered up to be cancelled, on the ground that the memorial did not correctly and sufficiently describe the consideration for the said annuity, &c. This rule was discharged with costs.

In opposition to this motion it was now contended, on the authority of *Bate* v. *Lawrence* (3 Law T. 103), that the objection amounted only to an irregularity, which was waived by the defendant in not taking advantage of it earlier; independently of which, he could have relied upon this objection when the case was before the Court by the rule in Hilary Term, 1842, and that, not having done so, he could not now raise it.

Lush, contrà, endeavoured to distinguish this case from *Bate* v. *Lawrence*, and argued that this judgment was a nullity, and not an irregularity; and that in the case of a prisoner no time would run against him (*Cobbold* v. *Chilver*, 4 Scott, N.R. 678: *Raymont* v. *Smith*, 3 Dowl. N.S. 166): that the former rule was founded upon different grounds from the present, and was obtained for a different purpose.

Williams, J. said, that although he agreed that in general, time would not bar a prisoner from taking an objection, yet he thought that this case stood upon peculiar grounds; and that it was a well-established rule, that if a party comes to the Court to seek for relief, he must bring before it all the facts of the case which were within his knowledge at the time: and although the former rule was obtained with the view of getting rid of the annuity, still the defendant raised the question as to the warrant of attorney, and at that time the imperfection now relied upon existed in fact, and therefore it either was or was not brought before the Court; if not, the defendant did not avail himself of all the materials as he ought to have done; when, therefore, he saw that the judgment was in effect affirmed at that time, he must consider that the Court had complete knowledge, and did validate the proceedings. Therefore, as he found the judgment had been before the Court, and had been sustained by them, he ought not to set aside the proceedings. *Rule discharged with costs.*

BUSINESS OF THE WEEK.

Friday.

Wyatt v. ——.—*Willmore* moved for a rule, calling upon the plaintiff to pay 144*l.* 12s. to the defendant, on an award. *Rule nisi.*

Chapman and Another v. Fielding.—*Talfourd*, Serjt. and *Peacock*, shewed cause against a rule obtained by *Alexander*, to set aside a warrant of attorney, judgment, and all subsequent proceedings, on the ground that the warrant was not attested by any attorney named by the defendant. Upon reading the affidavits on both sides, his lordship directed the rule to be *Discharged with costs.*

Robertson v. Dargun.—*Badeley* moved for a commission to examine witnesses in Ireland. *Rule nisi.*

Foster v. Williamson.—*Wordsworth* moved to set aside the verdict herein and for a new trial, on the ground that the verdict was against evidence. The action was tried before the Undersheriff of Lancashire. *Rule nisi.*

Saturday.

Doe *dem.* Webb v. Roe.—*Merewether* moved for a rule calling upon the attorney of the lessor of the plaintiff to shew cause why he should not deliver, within a certain time, a statement of the breaches to be relied upon. *Rule nisi.*

Ex parte Collins *re* Anthony.—*Knowles*, Q.C. moved to enlarge this rule. (See 3 Law T. 107.) It was ultimately arranged that the rule should be referred to the Master.—*Horry*, contrà.

Monday.

Nickerson *dem.* Potts v. Warrener.—*Whateley*, Q.C. moved for a rule to set aside the rule for judgment herein, and all proceedings thereon, on affidavits which disclosed fraud and collusion in the proceedings. *Rule nisi.*

In the Matter of the Arbitration between Warner and Others v. Thurston and Others.—Coleridge, J. gave judgment in this case, and directed the rule to be discharged with costs. (See 2 Law T. 165; 3 Law T. 106.)

Geopel v. Swinden.—Same v. Kitchen.—In these cases his lordship directed the rule to be made absolute for a new trial in the first, and to be discharged in the second. (See 3 Law T. 106.)

Tuesday.

Nathan v. Davis.—*Horn* shewed cause against a rule obtained by *Petersdorff*, calling upon a Mr. Fenton, an attorney, to pay the costs of certain proceedings. *Rule discharged without costs.*

Reg. v. The Justices of Kent.—*Waddington* shewed cause in this case, and said that the justices were only anxious to protect themselves by acting under a peremptory *mandamus* pursuant to the 6 & 7 Vict. c. 67, s. 3. (3 See Law T. 60.) *Mandamus granted.*

The Kennet and Avon Canal Company v. The Great Western Railway Company.—*Merewether* moved to enter the special case herein, the practice now requiring it to be moved in court, and not as heretofore, by taking it at once to the rule office. *Case entered.*

Channing v. Hope.—*Thomas* moved in this case, which was tried before the undersheriff of Middlesex, when a verdict was returned for the plaintiff, for a nonsuit or a new trial. *Cur. adv. vult.*

Bennett v. Simons and Another.—*Unthank* moved, on the part of the plaintiff, to be at liberty to set aside the judgment signed on the warrant of attorney herein in vacation, when it could only properly have been done in term (nothing having been done upon it), and for liberty to sign it *de novo.* *Rule nisi.*

Thomas v. Stannaway.—*Thomas* shewed cause against a rule obtained by *H. Wilde*, to set aside the writ of trial, and all subsequent proceedings, for irregularity. *Cur. adv. vult.*

In the matter of the arbitration between The Bishop Auckland Railway Company and Richardson and Others.—*Temple* shewed cause against this rule.—*Knowles*, Q.C. and *Addison*, in support. *Rule discharged with costs.*

Wednesday.

Blakeway v. Dorkes.—*R. Allen* shewed cause against a rule obtained by *F. V. Lee*, for a new trial herein. The case had been tried before the undersheriff of Worcestershire, and a verdict found for the plaintiff. *Rule absolute.*

Daniels v. Elderton.—*Hoggins* shewed cause against this rule, which was to set aside the outlawry against the defendant, on the ground that due exertion had not been made to arrest him on the *ca. sa.* *Peacock*, contrà. *Rule discharged without costs.*

Re Rupert Raines, gent.—*Whateley*, Q.C. moved for a rule calling upon this gentleman to deliver up to Mrs. Sarah Farmer, within four days, a policy of assurance and assignment. *Rule nisi.*

Channing v. Hope.—In this case, his lordship said, that Mr. Justice [illegible]eridge had directed a rule to be granted. (See report of Monday.)

To[illegible] v. Hole.—*Waddington* shewed cause in this case. (See 3 Law T. 80.)

Whitehurst and *Wood*, contrà.

Wightman, J. without giving any opinion as to the sufficiency of the plea, directed the rule to be *Absolute for a new trial.*

Doe *dem.* Evans v. Sneed.—In this case, the parties not agreeing to the terms proposed by Mr. Justice Wightman, his lordship ordered the rule to be discharged. (See 3 Law T. 165.) *Rule discharged.*

Colley v. Foster.—*Butt* moved to set aside the warrant of attorney herein, on the ground that the attestation stated that the attorney was chosen *for* the defendant instead of *by* him, and for fraud. *Rule nisi.*

Thursday.

Munn and Another v. Ditch.—Sir *F. Thesiger*, S.G. moved for a rule *nisi* to set aside the award herein, on the ground of its being uncertain and not final. *Rule nisi.*

Boorman v. Brown.—*Cleasby* moved for a rule for the Master to tax the plaintiff's costs herein, and to amend the judgment-roll by inserting the amount. *Rule nisi.*

Page v. Smith.—*Butt* moved for a rule to set aside the appearance, judgment, and all subsequent proceedings, and to discharge the defendant out of custody. Judgment in this case had been entered up on a warrant of attorney, which was directed to two attorneys or any other attorney of the Court of Queen's Bench; and in the body it gave permission to enter an appearance "in the said Court," not specifying what court. Also the warrant of attorney gave no permission to sign judgment or issue execution for the costs, which nevertheless had been done. *Rule nisi.*

Ex parte Prichard, *re* Mansell.—*Hill*, Q.C. moved upon affidavits for a rule calling upon an attorney to deliver up certain deeds, and to pay the costs of the application. *Rule nisi.*

Pitt v. Moore.—*Gray* moved for a rule callir upon the plaintiff to shew cause why the service of the writ of summons and all proceedings thereon should not be set aside for irregularity, and the defendant be discharged out of the custody of the sheriff of Staffordshire. The irregularity was, that the defendant had been served, on the 10th February, 1844, with a copy of a writ which purported to have been issued on the 29th June, 1843, more than four months from its date. *Rule nisi.*

Doe *dem.* —— v. Fletcher.—*Lush* moved to set aside the judgment against the casual ejector for irregularity, it having been signed in consequence of the consent-rule as attached to the plea not being entitled in any cause. The Court thought the consent-rule was bad and the judgment correct, but gave liberty to amend and set aside the judgment on payment of costs. *Rule accordingly.*

Forbes v. Whalley.—*F. V. Lee* shewed cause against this rule, and produced affidavits negativing those on which the rule was obtained. *Allen*, contrà, requested time to plead. (See 3 Law T. 165.)

Rule discharged with costs, defendant to have two days' time to plead.

Walker v. The London and Blackwall Railway Company.—*James* applied for a *mandamus* commanding this company to pay Mr. Walker the sum of 2,000*l.* assessed under an inquisition, as compensation, together with costs. *Rule nisi.*

Ex parte Pound and Mott.—*James* moved for a *certiorari* to remove into this Court two indictments for conspiracy found against these parties at the Central Criminal Court.

Rule granted, the defendants undertaking to try at the sittings after Term.

The Queen v. The Mayor and Corporation of Sandwich.—Sir *F. Thesiger*, S.G. moved for a *mandamus* commanding this corporation to pay Mr. Morrillon the costs of a certain *mandamus* compelling them to give their bond for compensating him for the loss of his office of town-clerk. *Rule refused.*

CENTRAL CRIMINAL COURT.

MAY SESSIONS.

Wednesday, May 8.

Reg. v. Crouch.

Indictment for murder.

Where a plea of insanity is set up, the prisoner's counsel has no right in his address to the jury to quote the opinions of medical men as given in their works.

The prisoner was indicted for the wilful murder of his wife, and the defence set up was that of insanity.

Clarkson, for the prisoner, in his address to the jury, attempted to quote from a work entitled "Cooper's Surgery," the author's opinions on the subject.

Alderson, B. thought that he was not justified in doing so.

Clarkson.—I quote it, my lord, as embodying the sentiments of one who has studied the subject, and submit that it is admissible in the same way as opi-

nions of scientific men on matters appertaining to foreign law may be given in evidence.

ALDERSON, B.—I should not allow you to read a work on foreign law. Any person who was properly conversant with it might be examined, but then he adds his own personal knowledge and experience to the information which he may have derived from books. We must have the evidence of individuals, not their written opinions. We should be inundated with books if we were to hold otherwise.

Clarkson.—I shall prove the book to be one of high authority.

ALDERSON, B.—But can that mend the matter? You surely cannot contend that you may give the books in evidence, and if not, what right have you to quote from it in your address, and do that indirectly which you would not be permitted to do in the ordinary course?

Clarkson.—It was certainly done, my lord, in M'Naghten's case.

ALDERSON, B.—And that shews still more strongly the necessity for a stringent adherence to the rules laid down for our observance. But for the non-interposition of the judge in that case, you would not probably have thought it necessary to make this struggle now.

Irish Reports.

MUNSTER CIRCUIT.
CORK COUNTY ASSISES.

Wednesday, March 27.

(Before Lord Chief Baron BRADY.)

REG. v. MICHAEL GARVEY.

An indictment for perjury, charged that one M. G. came before the justices, &c. on the 11th March, 1844, in the 7th year of our Lady Queen Victoria, and falsely &c. upon his oath did say that, at or about 10 or 11 o'clock on the morning of Thursday last, meaning the 7th day of March, in the year 1804, he, meaning himself, the said M. G. met the said G. C. &c. &c. "Whereas in truth and fact the said M. G. did not at &c. on the morning of Thursday, the 7th day of March, 1844, *meet the said G. C.: Held, that the prisoner could not be convicted, and that neither could the date in the innuendo be altered upon the record to* 1844, *in conformity with the prisoner's information under the* 9 *Geo.* 4, *c.* 15, *nor could the passage in which it occurred be struck out as surplusage.*

In this case the prisoner was given in charge upon an indictment for perjury committed in an information upon oath, which he had made before two magistrates, charging a Mr. George Crofts with having committed an assault upon him. The indictment was in the following terms:—

"The jurors, &c. say, that Michael Garvey wickedly and maliciously contriving and intending to aggrieve one George Crofts, the younger, and him, the said George Crofts, to subject to the pains and penalties by the laws of this realm provided for persons guilty of assaults and trespasses, on the 11th day of March, in the 7th year of our Sovereign Lady Queen Victoria, at Doneraile, in the county of Cork, aforesaid, came before George W. B. Creagh and G. Nagle, esqrs. then and yet being two justices of our said Lady the Queen," &c. After setting out the administration of the oath, the indictment then proceeded to charge, "that the said Michael Garvey, being so sworn upon a certain information or examination in writing, intituled, 'County of Cork; the examination of Michael Garvey, of Two-pot House, parish of Cahirduggan, barony of Fermoy, in said county, blacksmith, taken in petty sessions in Doneraile, on Monday, the 11th of March, 1844,' falsely &c. upon his oath aforesaid, did say, depose, and swear, and give information, amongst other things, in substance and to the effect following, that is to say, that at about ten or eleven o'clock on the morning of Thursday last, the 7th day of March, he meaning the 7th day of March, in the year 1804, he, meaning himself, the said Michael Garvey, met the said George Crofts the younger; the indictment then set out the information made by the prisoner, stating that [illegible] by George Crofts the younger, and Christopher Crofts, and that they were both inside a ditch, when, to the best of his belief, Christopher Crofts stooped for a stone, which he flung at him, and with which he was struck on the left shoulder, and that George Crofts used abusive language to him, the said Michael, and proceeded as follows:—'Whereas, in truth and fact, the said Michael Garvey, at the time he, the said M. G. took his said oath and made the examination as aforesaid, did not about ten or eleven o'clock on the morning of Thursday, the 7th day of March, 1844, meet the said George Crofts the younger,' &c. &c.; 'and whereas, in truth and fact, the said George Crofts was not then or at all on said day inside a ditch,' &c.; 'and whereas, &c. he, the said G. C. did not on that day or any other day, use abusive language to the said M. G.;' and so the jurors, &c. do say and present that the said M. G. on the 11th day of March last, &c. did commit wilful and corrupt perjury, &c."

Coppinger, for the prisoner, contended that this indictment could not be sustained, for it did not negative the truth of the allegation upon which perjury had been assigned, but merely stated that the prisoner deposed "that on or about ten or eleven o'clock on the morning of Thursday last, the 7th day of March, *meaning* the 7th day of March, 1804, he met the said George Crofts, the younger," &c.; "whereas in truth and fact, the said Michael Garvey, &c. did not about ten or eleven o'clock on the morning of Thursday, the 7th day of March, 1844, meet the said George Crofts the younger," &c.

Scannell, for the prosecution, proposed, under the statute 9 Geo. 4, c. 15, to amend the record by the original information, and also contended that the allegation that the information was sworn in the seventh year of the Queen, would be sufficient if the word 1804 were altogether omitted.

BRADY, C.B.—Perhaps it would.

Coppinger.—Even so the indictment is bad, for it does not appear that the perjury was committed in a matter material; it does not appear from the indictment that there was any cause depending.

Scannell.—Such an allegation is not necessary, for there was no cause depending until the information which is the subject of the perjury was made; this indictment is similar to the form given in Archbold's Criminal Law. The mistake is a mere clerical error.

BRADY, C.B.—The question is, cannot the words be rejected as surplusage?

Coppinger.—Would this be perjury if the prisoner met the parties on the 7th day of March, 1804 or 5, or any other day? The pleading must be construed most strongly against the pleader. He says, "meaning the 7th day of March, 1804." Now if this were an indictment for murder, and the blows were said to be given in 1802, with an averment that the death did not take place till 1844, the man really dying in two years after the injury, could it be contended that the indictment would be good?

BRADY, C.B.—If I could consider the 11th day of March an immaterial date, the indictment might be sustained; but the averment is, that on the 11th day of March the prisoner came before the justices, and that is quite material; I could have rejected the word 1804 as surplusage, if you had not assigned the particular day on which the perjury was committed.

His Lordship then directed an acquittal.

THE LEGISLATOR.

Summary.

SINCE last we wrote, though before our last publication, Parliament has been giving its attention to the subject of Appeal in Criminal cases, which was introduced by Mr. KELLY, in a speech of great ability. His Bill was permitted to be read a first time, but Sir JAMES GRAHAM, on behalf of the Government, not only gave no promise of support, but indicated an inclination to oppose it. The general opinion of the House, however, appeared to be decidedly in its favour, and we trust that such will be found to be the opinion of the country. The Ecclesiastical Courts Bill just got into committee, but it proceeded no further than the first clause. A host of amendments were moved, and the House treated the measure with the contempt it deserves, receiving every speech with shouts of laughter; thus exhibiting the consciousness felt by honourable members of the absurdity and folly of the entire scheme. The discussion is adjourned *sine die*; and as there are a multitude of clauses yet to be considered, and very few nights to do it in, there is really some hope of the country being spared the infliction of this contemptible effort of legislation—this change without reform. Of the County Courts Bill nothing is heard—*that*, we presume, is to be permitted again to perish in its very inception; and we hope the reprieve will be well employed by the Profession to procure the substitution of a better measure in the reconstruction of the Quarter Sessions Courts.

Imperial Parliament.

HOUSE OF COMMONS.

PUBLIC BUSINESS TRANSACTED.

SESSIONAL PRINTED PAPERS.

Par. Num.
306. Wool—Accounts.
309. Schools (Scotland)—Return.
330. Bills—Limitation of Actions (Ireland).
331. — Vinegar and Glass Duties (amended).
The Porte—Correspondence relating to the Trial of a Maltese in the Court of the Bey of Tunis.
305. Tithes (Ireland)—Return.
319. Ecclesiastical Commission (Ireland)—Returns.
334. Shipping—Return.
335. Marine Insurance; Bills of Lading—Returns.
336. Isle of Man—Return.
337. Coffee—Account.
338. Provisions; Lard—Accounts.
339.—Barley—Account.

BILLS READ A FIRST TIME.

Monday, June 3.

Chaplains to Hospitals—Ireland.

BILLS READ A SECOND TIME.

Monday, June 3.

Vestries in Churches.

BILLS READ A THIRD TIME.

Monday, June 3.

Slave Trade Treaties.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A SECOND TIME.

Tuesday, June 4.

Rigby's Estate.
Holmfirth and Dumford Roads.
Campbell's Estate.

BILLS READ A THIRD TIME AND PASSED.

Monday, June 3.

Stratford and Thames Junction Railway.
Hamanan Junction Railway.
Hodhard's Name.
Liverpool Docks.
Ventnor Improvements.

Tuesday, June 4.

Southampton Marsh Improvement.
Rother Levels Drainage.

Wednesday, June 5.

Edwards' Estate.
Birkenhead Docks.

HOUSE OF LORDS.

TRANSFER OF PROPERTY BILL.

TUESDAY, June 4.—Lord CAMPBELL said, as their lordships did not seem to be much overburdened with business [a laugh], he would take the opportunity of putting a question to his noble and learned friend on the woolsack, with reference to the Bill for the transfer of freehold property. The noble and learned lord introduced a Bill on the subject in the early part of the session, which was certainly a step in the right direction, but for which he (Lord Campbell) would have introduced his Bill on the subject again; but as no further progress had been made with it, he should like to know what the noble and learned lord's intentions on the subject were. It was a subject of considerable importance; for one of the great defects of our law was the expense of the conveyance of freehold property. So enormous was that expense, that the cost of the conveyance of a small freehold was greater than the price of the fee simple. To remedy this evil, it was important that some measure should be adopted without delay; he should therefore be glad to know if the noble and learned lord meant to resuscitate his Bill or not.—The LORD CHANCELLOR said that he was very glad he had given his noble and learned friend an opportunity of amusing their lordships [a laugh]. The measure which he had alluded to was certainly one of great importance, but it was of a very complicated nature, and he (the Lord Chancellor) felt it to be his duty, after having laid the Bill on their lordships' table, to circulate copies of it amongst some of the most eminent conveyancers in the metropolis, many of whom had returned answers, but there were still six or seven of them who had not done so. If his noble and learned friend had condescended to have given him notice of his motion, he would have communicated with those gentlemen who had not yet returned their answers. It was certainly his intention, when he had obtained the opinions of these gentlemen, to proceed with the Bill. It was suggested to him by a noble friend near him, that the delay in obtaining the answers of the gentlemen to whom he had alluded might be occasioned by no fee having been put on the bills sent to them [laughter]. He was obliged to admit that no fee was marked upon them [continued laughter].—Lord CAMPBELL said that the opinion of a lawyer without a fee was not good for anything [renewed laughter].

HOUSE OF COMMONS.

ECCLESIASTICAL COURTS BILL.

FRIDAY, MAY 31.—Mr. T. S. DUNCOMBE, in a speech in which he kept the House in intermitting fits of laughter, by the telling manner in which he adduced and recited his instances of the anomalous, vexatious, expensive, and absurd nature of the jurisdiction exercised by the ecclesiastical courts—in illustration of which he referred to the Bishop of Exeter's Promotion of Continence Bill now before the House of Lords, as evidence that these courts were utterly incompetent—moved, "That it be an instruction to the committee to abolish all ecclesiastical courts, and to transfer the jurisdiction of those courts to civil tribunals."—Mr. HUME seconded the motion, expressing his regret that the recommendations of the ecclesiastical commission had not been carried into effect at the time they were made, now thirteen years ago.—Dr. NICHOLL rose to defend the retention of the ecclesiastical courts in the modified form proposed by

the Bill before the House; but honourable members, whose thirst for piquancy kept them on the stretch while Mr. T. S. Duncombe was speaking, relapsed into a humming, buzzing state of private conversation, which rendered the learned doctor difficult to follow. He defended the Bill on the grounds so frequently urged, and with which the public are, or at least ought to be, very familiar, from their frequent recapitulation; and contradicted a current rumour that he had any personal interest in the passing of the Bill.—Sir GEORGE GREY, looking to the different recommendations both of the ecclesiastical commission, and the real property commission, proposing the abolition of the criminal jurisdiction and the church-rate jurisdiction of the Ecclesiastical Court, and throwing them open to the general legal profession, and seeing that, by the present Bill, these courts were not to be reformed, but reconstructed and perpetuated, would vote for the amendment.—The SOLICITOR-GENERAL pleaded on behalf of the testamentary and other jurisdiction of the ecclesiastical courts, and thought that Sir George Grey, instead of voting for the abolition of these courts, should endeavour to amend the Bill in committee.

On a division, there appeared—

For the amendment 70
Against it.......................... 115
Majority ....——45

Mr. BORTHWICK, who had a notice of an amendment that the House go into committee on the Bill that day six months (his object being, not to abolish the ecclesiastical courts, but to defeat the Bill), complained, that the previous discussion had, as if it had been concerted between the Government and the Opposition, put him in the awkward position of being unable, according to the rules of the House, to take its "sense" on his proposition. The ecclesiastical courts required reform; but the Bill did not effect the reform they required. These institutions were founded in other and better days, for purposes not so congenial or so urgent in these more modern and more revolutionary times. The Bill brought in by Government last year was defeated by "the sons of Zeruiah," allegorically signifying the country proctors; and the present Bill was brought in without lawful authority, not having been sanctioned by the clergy in Convocation assembled, the final court of appeal in such a case as this, and which was not non-existent, but only in abeyance. The strong Conservative Government, with its giant strength, was afraid to act on principle, which would lead them either to renovate or to destroy altogether, being afraid to meet the "sons of Zeruiah" on the hustings. Clergymen were not permitted to sit in the House, because they were supposed to sit in Convocation; and as the constitution of England was ecclesiastico-politico, they ought to act on principle, and get the sanction of the Church, in due form, not to a piece-meal, expedient measure, but to a well-digested reform of the ecclesiastical courts.—Another division took place, on the question that the SPEAKER leave the chair, when Mr. BORTHWICK was defeated by 62 to 25. The House then went into committee on the Bill; and on the first clause, Sir GEORGE GREY moved an amendment, to effect the object of which he had given notice, that of abolishing the criminal jurisdiction of the ecclesiastical courts.—Dr. NICHOLL was willing to abolish the whole vexatious jurisdiction of the courts, inflicting civil disabilities, and so forth, but he thought that, for the sake of decorum during divine service, and of church discipline, it was desirable to retain so much of it as would restrain brawling in churches, and maintain the power of ecclesiastical admonition.—Mr. JERVIS remarked, that disturbance of public worship was an offence punishable by the common law, without the vexation and expense of a citation before the ecclesiastical courts; and there was no similar example, in any other communion of Christians, of the judicial power in church discipline which the Bill still preserved.—Sir JAMES GRAHAM replied that the Established Church of Scotland had a very stringent power of church discipline in cases of breaches of morality.—After some conversation, Dr. NICHOLL wished to reserve the matter, in order to ascertain how far the abrogation of jurisdiction in church discipline would affect the interests of the church.—Lord JOHN RUSSELL expressed his surprise at this, seeing that a report lay on the table of the House, made as far back as 1832, and signed by the ecclesiastical commissioners, recommending the very abolition in question.—Mr. GLADSTONE said they only knew the present opinion of the heads of the Church, by their sanction given to the present measure in the House of Lords. The question was a difficult one. No Christian communion could exist as such without the power of repelling unworthy members from participating in sacred rites, and the power which the Bill proposed to leave with the Church seemed to him a reasonable one.—On a division, the amendment proposed by Sir GEORGE GREY was rejectedby 62 to 44.—Sir GEORGE GREY renewed his effort to get rid of the criminal jurisdiction, by proposing an amendment abolishing the power to take ecclesiastical cognizance of "brawling in churches," handing over the offence to the exclusive cognizance of the common law. This was urged and resisted by similar arguments as before—Mr. WATSON ridiculing the idea of carrying an offender out of the ordinary jurisdiction of the law into the cobwebs and absurdities of Doctors' Commons; and Mr. ROEBUCK repudiating any interference with the "care of his soul's health," which he could take care of for himself, and affirming that excommunication meant costs, and costs signified money.—Mr. ESCOTT also asked why, if there were a remedy for offences in consecrated ground by the common law, there should be any cumulative jurisdiction?—The SOLICITOR GENERAL adduced the case of an individual scandalising a congregation, by sitting in church with his hat on, as an instance which an indictment could not reach, but could be brought under the cognizance of the Ecclesiastical Court.—Dr. BOWRING asked if the bill were intended for the punishment of people who might keep on their hats in churches?—The SOLICITOR-GENERAL did not think the question deserved an answer; a man who would keep his hat on in church should not go there.—Colonel SIBTHORP would turn him out; but Dr. BOWRING adduced the case of a quaker, as an individual who might consider himself conscientiously warranted in keeping on his hat in church.—The amendment was rejected by 109 to 61.—Sir GEORGE GREY next proposed that the jurisdiction as to church-rates should be abolished altogether.—Dr. NICHOLL could not accede to this amendment. There was no other tribunal except the Ecclesiastical Court to decide on the vadidity of a church-rate, and other questions relating to it, and he could not consent to a change until a better tribunal was provided.—On this there was another division, when this amendment was rejected by 107 to 66.—Mr. CHARLES BULLER next addressed the committee, pointing out the inconveniences arising from the testamentary jurisdiction of the ecclesiastical courts, which he proposed, by an amendment, should be entirely transferred to the courts of common law and equity, as recommended by the real property commissioners. Dr. NICHOLL replied, urging the satisfaction given to suitors by a jurisdiction, with a bar, devoted to testamentary subjects, and that no advantage would be derived to counterbalance the inconvenience of interfering with the interests which would suffer by the change.—After a debate, the amendment was carried to a division, when it was rejected by 121 to 58.—The first clause of the Bill not having been got entirely through, it was moved that the Chairman should report progress; but Sir ROBERT PEEL entreated that they might be allowed to conclude the night with the carrying of *one* clause. This, however, was not responded to, and a division took place, when the adjournment was opposed by 88 to 45. The result of the delay was, however, that the Chairman did report progress, and the House disposed of its other business.

FEES TO CLERKS OF THE PEACE, &c.

TUESDAY, June 4.—Mr. SCOTT gave notice that he should, on this day week, bring forward a motion on the subject of the fees demanded and taken by the clerks of the peace, and clerks of assize, on the acquittal of prisoners.

FEES TO MAGISTRATES' CLERKS.

WEDNESDAY, June 5.—Lord WORSLEY wished to know from the right honourable baronet when the Bill would be introduced by the Government for regulating the fees to magistrates' clerks.—Sir J. GRAHAM replied that the measure was in course of preparation, but it was now, he feared, too late to introduce it, with any hope of its passing into a law during the present session.

COUNTY CORONERS BILL.

The House then went into a committee on this Bill. The various clauses were agreed to. To be reported on Wednesday next.

MARRIAGE AND DIVORCE BILL.

Mr. ELPHINSTONE said, that it was not his intention to proceed with this Bill during the present session, and proposed that the order of the day with regard to it be discharged.

DISSENTERS' CHAPELS BILL.

THURSDAY, June 6.—The second reading of this bill was moved by the ATTORNEY-GENERAL, who began by observing, that great numbers of the petitions presented against the bill were founded upon misapprehension. There was nothing in it to affect injuriously the property of the Wesleyan Methodists, and the church had no interest at all in the subject-matter. The necessity of the bill was shewn by the state of the Hewley charity cause. The House of Lords had decided that neither the Unitarians nor the church had any claim to any part of Lady Hewley's endowment; but they had not decided who *had* such claim; and now the Presbyterians and Independents were consuming the funds in a litigation between themselves. The spirit of the Legislature had tended, in late years, to as complete a toleration of the Unitarians as of any other Dissenters; and the present bill, conceived in the same temper, came now to the House of Commons with the general consent of all the legal authorities in the House of Lords. Before the Toleration Act, any gift of foundation, for whatever class of Dissenters, would have been illegal. The Toleration Act itself excluded from its benefits the Roman Catholics and Protestants who were not Trinitarian. To relieve these two classes of Dissenters enactments were from time to time introduced into the Legislature. The proposition against which the present Bill directed itself was, that where no particular sect was designated by the founder, the founder should be deemed to have intended the charity for the sect he himself belonged to. But this Bill, while it combated that proposition, would not interfere with any case where the foundation-deed designated any particular sect. It was a mistake, therefore, to treat this as a Bill enabling trustees to violate their trusts. The trustees of a foundation chapel had generally no power over the doctrine to be taught there; that was regulated by the congregation, who appointed, who paid, and who could remove the minister. In the cases now in question, the congregations, for the last fifty years, had been chiefly Unitarian; these Unitarians had borne all the expenses; had built, rebuilt, repaired: and was it reasonable that all the existing edifices should be taken away from those who had thus, from generation to generation, maintained them, and regarded them as their own, and that strangers should be placed in possession? Lord Chief Justice Tindal had laid it down that the language of the founder was not to be construed by evidence given *aliunde* of the founder's religious or political opinions. It was not fitting that the highest questions of divinity should be discussed in court, and referred to the Master's office. This Bill gave weight to usage, and, as usage was allowed to have weight in all matters of private right, it was no unfit guide for interpreting the muniments of a religious foundation. But, wherever a trust for a particular faith appeared on the face of the deeds, there the usage would have no place, and the present Bill no application.—Sir R. INGLIS denied that the Church of England was unconcerned in this question: that church, he must contend, had a strong interest in the principles which the Bill contravened. He concluded by moving that the Bill should be read a second time on that day six months.—Mr. PLUMPTRE seconded this amendment.—Mr. MACAULAY declared his approval of the Bill, and gave full credit to the Ministers for the purity of their motives in supporting it. The petitioners against it had proved their misunderstanding of it by treating what was really a question of property as if it were a question of divinity. The main principle of this Bill was that which its second clause set forth—that prescription was to be proof of title. He maintained the validity of that principle, and appealed to its prevalence in all ages and in all countries.—Mr. M. MILNES felt himself compelled, notwithstanding the adverse impressions of his own constituents, to support the present Bill. When the Dissenters in general should understand that they were as much interested in it as the Unitarians themselves, and that the question involved the great principles of civil liberty, he trusted that their opposition, or at least the tone of it, would be mitigated.—Mr. F. MAULE opposed the measure, as a tampering with law which might form a dangerous precedent.—Mr. GLADSTONE treated this as a great question of justice; and declared that, in his opinion, it was a duty incumbent upon the House to pass this Bill, which he believed was opposed, not so much from theological animosity as from misapprehension. So far from thinking the Christian feelings of the people insulted by the Bill, he conceived that Christian feeling required this act of justice.—Mr. SHEIL declared that the Roman Catholic body, to a man, were favourable to this Bill. The object of it was to establish toleration—to quiet possession; it was a spiritual act of settlement, much needed in Ireland. If this Bill did not pass, hundreds of clergymen and their families would be reduced to misery. There was now a cry against Unitarians, as formerly against Papists, and therefore this Bill was unpopular; but it was a mistake to suppose that this Bill was made for them alone; it was applicable to a 25 years' possession of whatever sect. He was surprised that the Presbyterians, who asked so much liberty for themselves, should extend so little toleration to others.—Sir R. PEEL said, that notwithstanding a preponderance of argument on one side unexampled in his Parliamentary experience, he was desirous to state the grounds upon which he and his colleagues had determined to give their most persevering support to this Bill. Its prospects were now much brighter than when that support had first been resolved on by them. When the foundation-deeds were express, this Bill did not propose to disturb the intention of the founder, but when the words were merely "for Protestant Dissenters of the Protestant denomination," it was too much to say that a specific trust existed. The precise object was probably omitted by the Unitarian founders on purpose; because until very modern times their faith was not recognized by law. In the town he himself represented there was a bequest of a Unitarian's daughter to a Unitarian chapel, not legal, because given before the Act of 1813. There was now religious harmony in that

town; but how if a speculative attorney were let in upon this little endowment. The decision in Lady Hewley's case had brought litigation upon places always peaceable before; and not even for the purpose of benefiting the Church of England. The Unitarians of Ireland had been willing that the case of the English Unitarians should be taken before their own—content that their own should wait; but the Government thought this unjust, and resolved to include both cases in one Bill; and this Bill they had not adopted until every attempt at private and voluntary arrangement had failed.—Lord JOHN RUSSELL thought it unnecessary to add to the argument, which was already of an overwhelming weight; but he could not refrain from giving his testimony to the merits of the Bill and to the motives of the Government.—Lord SANDON said a few words amid a general cry for the division, which took place as follows:—

For the second reading	307	
Against it	117	
Majority for it		—190

PARLIAMENTARY RETURNS.

PAUPER LUNATICS.—Mr. Henry M. Sutton, the Under-Secretary of State for the Home Department, has just laid upon the table of the House of Commons a return of the number of pauper lunatics and idiots chargeable to each of the unions in England and Wales, in the month of August 1842 and 1843, respectively, with their ages, average cost of maintenance, and the population of the unions in the year 1841. From an abstract of these returns, which is prefixed to the mass of statistics therein developed, we find that in the month of August, 1842, the total number of pauper lunatics maintained in England alone amounted to 6,451, of whom 2,826 were males, and 3,625 were females; that the total number of idiots amounted to 6,261, of whom 2,977 were males, and 3,284 were females, making a grand total number of both lunatics and paupers amounting in all to 12,712. The total population of England having amounted, according to the census of 1841, to 12,978,377 souls, it follows that the proportion of lunatics, &c. to the population was on an average one-tenth per cent. Of the above mentioned unfortunate persons, 3,233 were maintained in county lunatic asylums, 2,132 in licensed houses, 3,735 in union workhouses, and 3,611 with their friends, or elsewhere. 6 were under 5 years of age, 45 between 5 and 10 years of age, 791 between 10 and 20, 2,396 between 20 and 30, 2,738 between 30 and 40, 2,830 between 40 and 50, 2,032 between 50 and 60, 1,338 between 60 and 70, and 536 about 70 years of age or upwards. 3,259 were dangerous to themselves or others, and 2,371 of dirty habits. The average weekly cost per head for their maintenance and clothing amounted, in county lunatic asylums, to 7s. 11d.; in licensed houses, to 8s. 10$\frac{3}{4}$d.; elsewhere, to 2s. 10d.; making a general average of 5s. 1$\frac{3}{4}$d. a week. In Wales the grand total number of paupers and lunatics amounted to 1,158, being also a proportion of 1-10th per cent. to the population, which amounted, by the late census, to 884,173 souls. The general average cost of their maintenance amounted to 3s. 1$\frac{1}{4}$d. per week only. The gross total number of pauper lunatics and idiots chargeable to parishes in England and Wales in 1842 (including places not estimated in unions), amounted to 15,914, the proportion to the number of paupers relieved (1,429,356) being 1 1-10th per cent. The abstract for August, 1843, shews that the grand total number of lunatics and idiots amounted in England and Wales to about 14,792 (exclusive of places not in unions), of which 7,299 were lunatics, and 7,493 were idiot; that of these 3,525 were maintained in county asylums, 2,298 in licensed houses, 4,063 in union workhouses, and 4,906 with their friends or elsewhere; that 5 were under 5 years of years of age, 52 from 5 to 10, 901 from 10 to 20, 2,879 from 20 to 30, 3,197 from 30 to 40, 3,188 from 40 to 50, 2,368 from 50 to 60, 1,566 from 60 to 70, and 636 above 70; that 3,466 were dangerous to themselves or others, and 2,642 of nasty or dirty habits. The average cost of their maintenance in both countries was, in county lunatic asylums 7s. 7d. a week; in licensed houses 8s. 11$\frac{1}{2}$d.; elsewhere 2s. 7d. making a general average amounting to 4s. 9d. per head per week.

THE MAGISTRATE.

Summary.

IT will be seen that the promised Bill for regulating the fees of Magistrates Clerks is not to be passed this session. It is not even yet prepared, and consequently ample opportunity will be afforded for its thorough investigation.

The Profession will be pleased to hear that the Chancery Compensation job is not to be permitted to pass into oblivion. Mr. WATSON will again bring it under discussion, and again ask the opinion of the House upon its merits, now they are somewhat better understood. It was asserted in the former debate that the compensations were sanctioned by Lord COTTENHAM, and such an authority silenced many. The assertion produced a prompt denial, but too late to influence the decision. The *Morning Chronicle* hereupon remarks:

"But how really stands the case with Lord Cottenham? The late Lord Chancellor, of course, wished to abolish so great a nuisance; he was waited upon, we believe, by a Mr. Wainwright, but from Lord John Russell's account of the transaction, had nothing on earth to do, gave no opinion—nay declined to give any opinion, on the amount of compensation. But the *amount* is every thing. The abolished officers were, of course, to have considerations. The question was—How much? With this Lord Cottenham had no more to do than even the late Lord Eldon. The clauses for compensation in this Bill gave this power to the Lord Chancellor. They were suddenly and at the last moment introduced; but they were introduced on the responsibility of the Government, and ought either to have remained a dead letter, or to have been prudently put into effect; but they did not remain a dead letter, and have not been prudently put into effect. On the contrary, the charge is that they have been most carelessly, wantonly, lazily, and improvidently administered. The Government does not negative this by any facts. The Home Secretary scarcely denied the unsatisfactory character of the transaction; but we are refused inquiry."

The solicitors whose fees have been curtailed to pay these monster compensations, and who are the real sufferers by the job, are deeply indebted to Mr. WATSON for the zeal and perseverance with which he has come forward in their defence.

THE LAWYER.

Summary.

THE most prominent legal event of the past week is the postponement of the Circuits, to permit the Judges to attend the hearing of the Writ of Error, before the House of Lords, in O'Connell's case. Conflicting opinions are entertained here of the result. Some eminent lawyers are of opinion that the judgment cannot be supported; but others think differently. On the question raised before the Irish Court of Queen's Bench, as to the admission of parts of the evidence, there is less diversity in Westminster Hall, for there are few who do not consider that the Court was wrong in the admission of that evidence, and that in England a new trial would have been granted without hesitation; indeed, *Blake's* case appears to have settled the question. We shall procure an early report of the important points to be mooted in the Lords.

LEGAL INTELLIGENCE.

IN BANKRUPTCY, COURT OF REVIEW.

(*Concluded from page 176.*)

No. VI.

Writ of Elegit on an Order of the Court of Review for payment of money or money and interest.

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith. To the sheriff of greeting: Whereas lately in our Court of Review, in a certain matter there depending, intituled "In the matter of E F, a bankrupt," by an order of our said court made in the said matter, and bearing date the day of , it was ordered that the said C D should pay unto A B the sum of *l.* (if interest be given by the order say, together with interest thereon after the rate of 4*l.* per centum per annum, from the day of). And afterwards the said A B came into our said Court of Review, and according to the form of the statute in such case made and provided, chose to be delivered to him, her, or them (as the case may be), all the goods and chattels of the said C D in your bailiwick, except his oxen and beasts of the plough, and also all such lands, tenements, rectories, tithes, rents, and hereditaments, including lands and hereditaments of copyhold or customary tenure in your bailiwick, as the said C D, or any one in trust for him, was seized or possessed of on the day of (*a*), in the year of our Lord , or at any time afterwards, or over which the said C D, on the said day of (*a*), or at any time afterwards, had any disposing power which he might, without the assent of any other person, exercise for his own benefit: To hold to him the said goods and chattels as his proper goods and chattels, and to hold the said lands, tenements, rectories, tithes, rents, and hereditaments respectively, according to the nature and tenure thereof, to him and to his assigns, until the said sum of *l.* together with interest thereon, at the rate of 4*l.* per centum per annum from the said day of (*b*), shall have been levied: Therefore we command you that without delay you cause to be delivered to the said A B, by a reasonable price and extent, all the goods and chattels of the said C D in your bailiwick, except his oxen and beasts of the plough, and also all such lands, tenements, rectories, tithes, rents, and hereditaments, including lands and hereditaments of copyhold or customary tenure in your bailiwick, as the said C D, or any person in trust for him, was seized or possessed of on the said day of (*a*), or at any time afterwards, or over which the said C D, on the said day of (*a*), or at any time afterwards, had any disposing power which he might, without the assent of any other person, exercise for his own benefit. To hold the said goods and chattels to the said A B as his proper goods and chattels, and also to hold the said lands, tenements, rectories, tithes, rents, and hereditaments respectively, according to the nature and tenure thereof, to him and to his assigns until the said sum of *l.* together with interest as aforesaid, shall have been levied. And in what manner you shall have executed this our writ make appear to us in our Court of Review aforesaid, immediately after the execution thereof, under your seal, and the seals of those by whose oath you shall make the said extent and appraisement, and have there then this writ.

Witness ourself at Westminster, &c.

No. VII.

Writ of Elegit on an Order of the Court of Review for payment of costs.

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, to the sheriff of greeting: Whereas lately in our Court of Review, in a certain matter there depending, intituled "In the matter of E F, a bankrupt," by an order of our said court made in the said matter, and bearing date the day of , it was ordered that C D should pay unto A B certain costs, as in the said order mentioned, and which costs have been taxed and allowed by [G H, esquire, one of the Deputy Registrars of the Court of Bankruptcy] (*c*) at the sum of *l.* as appears by the certificate of the said [Deputy Registrar(*c*), dated the day of , and afterwards the said A B came into our said Court of Review, and according to the form of the statute in such case made and provided, chose to be delivered to him all the goods and chattels of the said C D in your bailiwick, except his oxen and beasts of the plough; and also all such lands, tenements, rectories, tithes, rents, and hereditaments, including lands and hereditaments of copyhold or customary tenure in your bailiwick, as the said C D, or any one in trust for him, was seized or possessed of on the day of (*d*), in the year of our Lord , or at any time afterwards, or over which the said C D on the said day of (*d*), or at any time afterwards had any disposing power which he might, without the assent of any other person, exercise for his own benefit, to hold to him the said goods and chattels as his proper goods and chattels, and to hold the said lands, tenements, rectories, tithes, rents, and hereditaments respectively, according to the nature and tenure thereof, to him and to his assigns until the said sum of *l.* together with interest thereon at the rate of 4*l.* per centum per annum from the said day of (*e*), shall have been levied. Therefore we command you that without delay you cause to be delivered to the said A B by a reasonable price and extent, all the goods and chattels of the said C D in your bailiwick, except his oxen and beasts of the plough; and also all such lands and tenements, rectories, tithes, rents, and hereditaments, including lands and hereditaments of copyhold or customary tenure in your bailiwick, as the said C D or any person or persons in trust for him was or were seized or possessed of on the said day of (*f*), or any time afterwards, or over which the said C D on the said day of (*f*), or at any time afterwards, had any disposing power which he might, without the assent of any other person or persons, exercise for his own benefit, to hold the said goods and chattels to the said A B as his proper goods and chattels; and also to hold the said lands, tenements, rectories, tithes, rents, and hereditaments respectively, according to the nature and tenure thereof, to him and to his assigns, until the said sum of *l.* together with interest as aforesaid, shall have been levied. And in what manner you shall have executed this our writ make appear to us in our Court of Review aforesaid, immediately after the execution thereof, under your seal and the seals of those by whose oath you shall make the said extent and appraisement. And have there then this writ.

Witness ourself at Westminster, &c.

No. VIII.

Writ of Elegit on an Order of the Court of Review for payment of money and costs.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, to the Sheriff of greeting: Whereas lately in our Court of Review in a certain matter there depending, intituled "In the matter of E F, a bankrupt," by an order of our said Court made in the said matter and bearing date the day of it was ordered that C D should pay unto A B the sum of *l.* together with certain costs as in the said order mentioned, and which costs have been taxed and allowed by [G H, esquire, one of the Deputy Registrars of the Court of Bankruptcy] (*g*) at the sum of *l.* as appears by the certificate of the said [deputy registrar] (*g*) dated the day of . And afterwards the said A B came into our said Court of Review, and according to the form of the statute in such case made and provided, chose to be delivered to him all the goods and chattels of the said C D in your bailiwick, except his oxen and beasts of the plough; and also all such lands, tenements, rectories, tithes, rents, and hereditaments, including lands and hereditaments of copyhold or customary tenure in your bailiwick, as the said C D or any one in trust for him was seized or possessed of on the day of in the year of our Lord (*h*), or at any time afterwards, or over which the said C D, on the said day of or any time afterwards, had any disposing power which he might without the assent of any other person exercise for his own benefit; to hold to him the said goods and chattels as his proper goods and chattels, and to hold the said lands, tenements, rectories, tithes, rents, and hereditaments respectively, according to the nature and tenure thereof, to him and to his assigns until the said two several sums of *l.* and *l.* together with the interest upon the said sum of *l.* at the rate of 4*l.* per centum per annum. from the day of (*i*) and on the said sum of *l.* at the rate aforesaid from the day of (*e*) shall have been levied. Therefore, we command you that without delay you cause to be delivered to the said A B by a reasonable price and extent, all the goods and chattels of the said C D in your bailiwick, except his oxen and beasts of the plough, and also all such lands and tenements, rectories, tithes, rents, and hereditaments, including lands and hereditaments of copyhold or customary tenure in your bailiwick, as the said C D or any person or persons in trust for him was or were seized or possessed of on the said day of (*h*), or at any time afterwards or over which the said C D, on the said day of (*h*) or at any time afterwards, had any disposing power which he might without the assent of any other person, exercise for his own benefit. To hold the said goods and chattels to the said A B as his proper goods and chattels, and also to hold the said lands, tenements, rectories, tithes, rents, and hereditaments respectively, according to the nature and tenure thereof, to him, and to his assigns, until the said two several sums of *l.* and *l.* together with interest aforesaid shall have been levied. And in what manner you shall have executed this our writ make appear to us in our Court of Review aforesaid, immediately after the execution thereof under your seal and the seals of those by whose oath you shall make the said extent and appraisement, and have there then this writ.

Witness ourself at Westminster, &c.

No. IX.

Writ of Elegit on an Order of the Court of Review for payment of money, interest, and costs.

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, to the sheriff of , greeting: Whereas lately in our Court of Review in a certain matter there depending, intituled "In the matter of E F, a bankrupt," by an order of our said Court made in the said matter, and bearing date the day of , it was ordered that C D should pay unto A B the sum of *l.* together with interest thereon after the rate of 4*l.* per centum per annum from the day of , together also with certain costs as in the said order mentioned, and which costs have been taxed and allowed by [G H, esquire, one of the Deputy Registrars of the Court of Bankruptcy] (*g*) at the sum of *l.* as appears by the certificate of the said [Deputy Registrar] (*g*) dated the day of . And afterwards the said A B came into our said Court of Review, and according to the statute in such case made and provided, chose to be delivered to him all the goods and chattels of the said C D in your bailiwick, except his oxen and beasts of the plough; and also all such lands, tenements, rectories, tithes, rents, and hereditaments, including lands and hereditaments of copyhold or customary tenure in your bailiwick, as the said C D or any one in trust for him, was seized or possessed of on the day of , in the year of our Lord (*h*), or at any time afterwards, or over which the said C D on the said day of (*h*), or at any time afterwards had any disposing power which he might, without the assent of any other person, exercise for his own benefit, to hold to him the said goods and chattels, as his proper goods and chattels, and to hold the said lands, tenements, rectories, tithes, rents, and hereditaments respectively, according to the nature and tenure thereof, to him and to his assigns until the said two several sums of *l.* and *l.* together with interest upon the said sum of *l.* at the rate of 4*l.* per centum per annum, from the said day of (*k*), and on the said sum of *l.* at the rate aforesaid, from the day of (*c*) shall have been levied. Therefore we command you that without delay you cause to be delivered to the said A B by a reasonable price and extent, all the goods and chattels of the said C D in your bailiwick, except his oxen and beasts of the plough; and also all such lands and tenements, rectories, tithes, rents, and hereditaments, including lands and hereditaments of copyhold or customary tenure in your bailiwick, as the said C D or any person or persons in trust for him, was or were seized or possessed of on the said day of (*h*), or at any time afterwards, or over which the said C D on the said day of , or at any time afterwards had any disposing power which he might without the assent of any other person exercise for his own benefit, to hold the said goods and chattels to the said A B as his proper goods and chattels, and also to hold the said lands, tenements, rectories, tithes, rents, and hereditaments respectively, according to the nature and tenure thereof, to him and to his assigns, until the said two several sums of *l.* and *l.* together with interest as aforesaid shall have been levied, and in what manner you shall have executed this our writ, make appear to us in our Court of Review aforesaid immediately after the execution thereof, under your seal, and the seals of those by whose oath you shall make the said extent and appraisement, and have there then this writ.

Witness ourself at Westminster, &c.

No. X.

Writ of Venditioni Exponas.

Victoria, by the grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, to the sheriff of greeting: Whereas by our writ we lately commanded you that of the goods and chattels of C D (here recite the *fieri facias* to the end), and on the day of you returned to us in our Court of Review aforesaid, that by virtue of the said writ to you directed, you had taken goods and chattels of the said C D to the value of the money and interest aforesaid, which said goods and chattels remained in your hands unsold for want of buyers. Therefore we being desirous that the said A B should be satisfied his money and interest aforesaid, command that you expose to sale, and sell, or cause to be sold, the goods and chattels of the said C D by you in form aforesaid taken, and every part thereof, for the best price that can be gotten for the same, and have the money arising from such sale before us in our said Court of Review aforesaid immediately after the execution hereof, to be paid to the said A B, and have there then this writ.

Witness ourself at Westminster, the day of in the year of our reign.

J. L. Knight Bruce, C. J.
G. Rose.
Approved, Lyndhurst, C.

BYRON'S STATUE.

Intended action of Thorwaldsen's Executor *v.* The London Custom-house Authorities.

A case of an extraordinary nature, and in which the names of two of the greatest characters of the age will figure, is about to be brought before the London tribunals. Thorwaldsen, as it is well known, had executed a colossal statue of Lord Byron, which he considered as one of his best works, and *presented* it to the chapter of Westminster, on condition of its being placed in this cathedral, beside the monuments of other poets. The chapter, at first, *accepted* the offer; but, it is equally well known, that some scruples were raised afterwards against placing the author of *Don Juan* in this national mausoleum; and the case containing the precious marble was never claimed by the chapter. The [illegible] of Thorwaldsen being informed of this state of things, made some inquiries, and the master-piece of Thorwaldsen was found lying on the floor of a cellar in a state of extreme deterioration, amongst the fragments of the case, which the humidity of the place had reduced to a state of perfect rottenness. Consequently, a person duly authorized by the executor, addressed a formal reclamation to the authorities, but when the Custom-house officers went with him to the cellar, it was found that the statue had *disappeared*, and nothing but fragments of the case remained behind. The executors then addressed to the Custom-house a demand for indemnity. This, however, was refused, under the plea that it cannot be answerable for goods refused by the parties to whom they are addressed, and that such goods remain in their stores solely at the expense and risk of those to whom they belong. At this stage, in fine, the executors have resolved on bringing an action for damages against the Custom-house of London. The sum claimed is 30,000*l.* (750,000*f.*) at which the statue was valued by the artists of Rome on its being shipped to London.

(*a*) The day on which the order was made.

(*b*) If the order be for money and interest, the day mentioned in the order, if for money only, the day on which the order was made. Or in case it was made prior to the 1st of October, 1838, say "from the 1st day of October, 1838."

(*c*) Or as the fact may be, depending on whom the costs were taxed by.

(*d*) The date of the certificate of taxation.

(*e*) The date of the certificate of taxation, or if that were prior to the 1st of October, 1838, say "from the 1st day of October, 1838."

(*f*) The date of the certificate of taxation.

(*g*) Or as the fact may be, depending on whom the costs were taxed by.

(*h*) The day on which the order was made.

(*i*) The day on which the order was made, or in case it was made prior to the 1st October, 1838, say "from the 1st day of October, 1838."

(*k*) The day mentioned in the order.

PRISONERS' ATTORNEYS.

REGULATIONS AT NEWGATE GAOL.

In order to prevent frauds upon prisoners confined in her Majesty's gaol of Newgate, by unqualified persons acting as their legal advisers,

It is ordered—That no person shall hereafter be permitted to see any prisoner confined in the gaol of Newgate, as the legal adviser of such prisoner, except such person shall be a certificated attorney or solicitor, or his authorized clerk; and every person claiming admission as such attorney or solicitor, or authorized clerk, shall, for the verification thereof, before his admission to see any prisoner, sign his name, address, and the name of the prisoner by whom such attorney or solicitor is retained or employed, in a book to be kept for that purpose.

A Strange Marriage.—A singular suit was tried a few days ago before the Civil Tribunal of Pontarlier, in the Doubs, founded on the following circumstances:—A young man in 1813, fearing the conscription, could find no better means of escaping from it than by getting a wife. Time pressed, and seeing a young woman engaged in threshing corn in a barn, whom he had never seen before, he at once proposed marriage to her. "As soon with you as with any one else," was the reply. The young man got the banns published, and prepared every preliminary. All being ready, he went to his intended, and conducted her to the Mayory. On the question being put by the Mayor to her, whether she would take the man for her husband, she repeated, "As soon as anybody else." This was considered a sufficient consent, and the knot was tied. On leaving the Mayory, the husband went to carouse with his friends, and the wife returned to her barn, and resumed her threshing. From that time they have never met, nor hardly seen each other. At the end of 31 years the woman became unable to work, and in want of support. She conceived that she had claims upon him, as she would have had upon any one else, and applied to him for assistance. He refused, and she, in her turn, brought him before the magistrates, and at last before the Tribunal, which ordered him to pay her 700f. for her immediate wants, and an annuity of 150f.

The Irish State Trials.—The *Standard* states that Sir Thomas Wilde, Mr. Fitzroy Kelly, Q.C. and Mr. Austen, Q.C. have been retained by Mr. O'Connell, and the other traversers, to conduct their case on the writ of error in the House of Lords.

Mr. O'Connell's Appeal to the House of Lords.—It has been stated that, in consequence of a communication which has been made by the Lord Chancellor to Sir James Graham, as Secretary of State for the Home Department, the commencement of the Summer Circuits has been postponed for a week, as the attendance of the judges will be required in the House of Lords during the argument which will arise upon the appeal of Mr. O'Connell to their lordships on a writ of error against the judgment of the Court of Ireland. Late on Saturday afternoon a rumour was spread that the writ had been received, and that an early day would be appointed for the hearing. On inquiry, we find that the report was incorrect, and that the writ had not arrived. After its arrival at the Parliament office, there will then be eight days allowed for the assignment of errors. This having been done, fourteen days are given to lodge the case, in accordance with the standing orders of the House, which standing orders, however, may, at the pleasure of the House, be suspended on petition, and then the Crown has a certain time permitted to put in its rejoinder. After these various forms have been observed, then the case, pleadings, together with all the evidence taken upon trial, and the judgment of the Court below, must be printed and delivered to the Peers, so that it is calculated at least three weeks will probably elapse ere the matter will come on for hearing.

CORRESPONDENCE.

PROFESSIONAL MALPRACTICES.

TO THE EDITOR OF THE LAW TIMES.

SIR,—In perusing the pages of your valuable publication, I, with others, have been very much gratified at the open yet merited censures with which you have from time to time visited those disreputable practitioners whom you designate "Advertising Attorneys." For this I am sure you have the thanks and good wishes of every honest practitioner. The justice of your strictures is founded upon this principle, viz. that although a thing may not be dishonest in itself, yet when a large body of professional men are united as a distinct class, and who all tacitly consent, upon entering into that profession, to observe the regulations and rules which may be framed to keep up its respectability, and in so doing are obliged to give up part of their private interest for the sake of the general weal of that community, any deviation by one or another member from those general rules, for the sake of private gain, is dishonest. The delinquent member knows that the rest of the body refrain from so doing, for their own individual advantage as well for the advantage of the whole, and of which he equally partakes with them. Yet with the full knowledge of this, he steps aside to obtain by unfair means a double benefit. As a member of the Profession, he gains all the respectability which belongs to it, and yet endeavours to smuggle an advantage, as if he had no part or lot in the matter. So much for Attorneys. Now, Sir, for ADVERTISING BARRISTERS, or, rather, AN Advertising Barrister (for I believe there is only one who is guilty of such unprofessional conduct), and as that branch of the Profession is more hedged up by professional rules of etiquette than any other, the breach of an important regulation renders him a marked man. The case to which I allude is the following. You are aware that for several years the judges have required an examination previous to an articled clerk's admission to practise as an attorney, and their names are printed and hung up in one or two public places, a term or two beforehand. Would you believe it—no sooner do these papers appear, than away goes the barrister to whom I allude, takes down the names forthwith, issues to almost every candidate lithographic circulars, a copy of which was sent to me previous to my own examination, as well as to others whom I know, and which I inclose. At first, I, of course, suspected him to be an impostor; but, for the sake of ascertaining whether it were so or not, I called, as directed, and received of Messrs. Saunders and Benning the identical card which I also send you. Sir, why does not the name of this person appear in the circular, as it ought to do in justice to the rest of the Profession? Why does Mr. INGS conceal his name? Is it fair that the censure of such a practice should be visited upon other Barristers, who are perfectly innocent? Does not the concealment of the name shew a consciousness of the character of the act?

There can be no objection to Mr. INGS obtaining as many pupils as he is able, provided he does not step out of the usual course to procure them.

Malpractices of this kind, and the no less discreditable one of answering egal questions in a newspaper, as exposed by your correspondent a few weeks ago, ought to be put a stop to, and I know no means so effectual as publishing it to the whole body of the Profession. I am, Sir, Yours,

A YOUNG ATTORNEY.

The following is a copy of the circular. The card gives the name of one

"MR. INGS,
2, Verulam-buildings, Gray's-inn."

"London, 1st Nov. 1843.

"A Gentleman at the Bar of some years standing, who has read with and prepared upwards of Two hundred and thirty Gentlemen for their Examination, prior to their admission as Attornies and Solicitors, continues to receive pupils on moderate terms.

"For address, apply personally or by Letter (prepaid) to Messrs. Saunders and Benning, Law Booksellers, 43, Fleet-street."

TO THE EDITOR OF THE LAW TIMES.

7, Golden-square, June 1, 1844.

SIR,—You are under a mistake in your report as to the case of *Peach* v. *Hutchings*. Mr. Justice Coleridge made the rule absolute for taxation, on the ground that the bill of costs had not been delivered twelve months before the time of making the application, but expressly stated that he would give no opinion as to whether the bills of exchange were to be taken as a payment of their amount on the day when given. This case was one in which an attorney had stated there was a sum due, for which he induced the clients to give bills, without delivering any bill of costs whatever. When one was at last obtained, an application was made to tax, which was opposed, on the ground that the bill of costs had been paid for upwards of twelve months by the bills of exchange; but, as the result proved, the opposition was unsuccessful, the Court considering the time ran from the *delivery of the bill of costs.*

We are, Sir,
Yours, very obediently,
A'BECKETT, SON, and SIMPSON.

To Readers and Correspondents.

We have to acknowledge receipt of 2s. 6d. from — Wordsworth, esq. barrister-at-law, towards the Testimonial to Rowland Hill.

A SOLICITOR.—*Next week.*

If "A Regular Subscriber" will by his name authenticate his account of Mr. RUSHWORTH's *office at Birmingham, it shall appear; but we cannot publish such charges on anonymous authority.*

J. LEWIS.—*If he will send the paper he names, we will see if the subject suit our columns.*

W. G.—*The card is not fairly within our ken; it is not a malpractice.*

A LANCASHIRE ATTORNEY *is in type; but his communication relating to a matter of permanent interest, is postponed to make way for temporary matter.*

A VERY EARLY SUBSCRIBER.—*We could not find room for the* full *reports he names. The essay which he claims for the* LAW TIMES *would fill* four entire numbers. *It is impossible to publish* very long *works in a miscellaneous journal. Only treatises that cannot be compressed into these columns will be placed in the Appendix. All short essays will regularly appear here, as heretofore.*

INQUIRER.—*The Criminal Law Bill can be procured by the public only in the Appendix to the* LAW TIMES.

A SUBSCRIBER (Preston).—*We are obliged to leave the length at which cases shall be reported to the judgment of the Reporters, and they certainly exercise a very sound discretion upon the whole. We cannot repeat the case asked for.*

The copy of the Queen's Bench report of Thursday, May 29th, has been accidentally mislaid, and the hiatus *was not discovered until just as we were going to press. We hope to supply it next week.*

TO SUBSCRIBERS.

The Publisher of the LAW TIMES *begs to state that half the cost price will be given by him for the First Volume, to any Subscriber willing to dispose of it.*

An Alphabetical Index to the Cases in the current Volume of the LAW TIMES *always lies at the Office for the purpose of Reference.*

NOTICE.

AN APPENDIX to the LAW TIMES, distinctly paged and indexed, will contain a series of valuable legal documents of too great length for the pages of the Journal. It is published at uncertain intervals. Price of each Part, 1s.

Contents of the Parts already published:—

PART I.

PART II.

N.B. Among the documents that will appear in the APPENDIX will be Mr. Serjeant Manning's Report on the Law of Debtor and Creditor, and some of the more important of the reports of the Law Amendment Society.

THE DEFAULTERS.

THE Publisher will be obliged to any Subscribers who will inform him if there are such persons as are named below, to whom the LAW TIMES was sent for some weeks, and no answer received to *nine* letters requesting payment:—

Shrewsbury	Thos. Mansell.
Stafford	J. C. Ward.
Staines	Thos. Richings.
Stockport	Geo. Beswick.
	O. Moseley.
Stonehouse	H. J. R. Elworthy.
Tenbury	Wm. Adams.
Tewkesbury	R. W. Phelps.
Tiverton	Jno. Loosemore.
Ulverstone	Jno. Sykes.
Uttoxeter	J. L. Grieves.
Uxbridge	H. Griffith.
Ware	N. Cobham.
Winchester	T. Greenfield.
Wolverhampton	L. James, clerk to Mr. J. S. Bennett.
	T. Wood.
	Rd. Shipman.
Worcester	J. S. Corbett.
	Thos. Insole.
Worksop	Thos. Beardshaw.
York	Jas. Hardisty.

THE LAW TIMES.

SATURDAY, JUNE 8, 1844.

CODIFICATION OF THE CRIMINAL LAW.

THE first point to which we wish to direct the thoughts of our readers, in relation to this grand measure, is the disputed one, whether the Common Law as well as the Statute Law should be included in its provisions.

For our part, we have no hesitation in holding the affirmative, and for these reasons.

What is the Common Law? Is it, as it has been called, an unwritten law? Certainly not. It exists in reported decisions, not in the breasts of the judges. It is scattered over some twenty thousand pages of reports. But if it be written at all, what objection can there be to its conversion into the more accessible shape of Statute Law?

Is not all law merely a rule of conduct, a direction to its subjects what they shall do or refrain from doing? Surely it is a palpable absurdity to say that a rule shall not be written, defined, readily found, easily applicable. But how can this be, if it exist nowhere but in a wilderness of reports, or in the brain of a judge?

But especially grievous is the absurdity of an unwritten law in criminal procedure. Civil Law merely compels men to do justice to one another. But the province of Criminal Law is *punishment*. If no great mischief result from leaving the former, in some instances, to the discretion of judges, this cannot be pleaded for the latter. It is the foremost principle of justice that if you subject a man to punishment for disobedience, you should precisely inform him what he is to obey. In either view, therefore, the argument against an unwritten criminal law is overwhelming. If it be urged that the Common Law is already defined, there can be no objection to gathering up these definitions into an intelligible code. If, on the other hand, it be contended that it is not defined, but depends upon the memories or reason of judges, the duty of distinctly defining crime and punishment stares us in the face, and codification is demanded upon that principle.

It is said, however, by some, and, among the rest, it was hesitatingly asserted by Lord CAMPBELL, that an advantage arises from the unwritten and undefined character of the Common Law in this, that it enables the judges to adapt it to changing circumstances. Whatever weight this argument may have in its application to the Civil Law, it is entirely inapplicable to Criminal Law; for that which is not criminal by the ancient Common Law, cannot now be made criminal but by statute; and though the changing circumstances of society continually create new crimes, the Common Law provides no remedy for them. The assertion upon which this argument is based is not true; there is no such moulding to the times, as assumed, nor is it right that there should be: to permit it, would be to make legislators of judges, and to place the liberties of the country at the mercy of lawyers.

But we are almost ashamed to dwell upon this objection to the codification of the Common Law, nor should we have troubled our readers upon the topic, but for the opposition offered to it by some of the Law Lords. The masterly speech of Lord BROUGHAM exhausts the argument, and to that we must refer the reader who still feels a doubt as to the propriety

of doing the work thoroughly while it is in hand, and making a clear sweep of the accumulated mountain of decision from which the law is now to be eviscerated. Then, lightened of the load, but enriched by all that it has of value, we should start afresh from the code, as the basis upon which decision and statute will thenceforth operate to explain and amend, until another accumulation shall, in the course of years, require another clearing and another consolidation.

But let us embrace as it deserves the blessing thus placed within our grasp, help it forward by a cordial and active support, and give our gratitude to those by whose genius and industry so magnificent a work has been accomplished.

Having thus touched upon the single preliminary objection, we shall ask our readers to enter with us upon a review of the provisions of the Bill, for the purpose of suggesting amendments in the law, which it is framed to consolidate, not to change.

CRIME.

THE First Part of the APPENDIX contains two curious and elaborate documents, whose length precluded their appearance in our weekly columns, without the omission of a large portion of their usual information: these are, "The Tables of Crime in England and Wales for the year 1843," and the Criminal Returns of the Metropolis for the same period. Their results deserve attention.

The first is satisfactory. There has been a *decrease* in crime of more than five per cent. although there had been a steady increase for the preceding seven years. This proves the fact, so often asserted but so little taken into account, that poverty and crime go hand in hand, and that the latter is a pretty accurate index to the former.

But the *decrease* has been unequally distributed. In the manufacturing districts it was 7 per cent.; in the agricultural counties 3 per cent. (We omit fractions.) This confirms the above statement. Prices and crime have risen and fallen together during the last seven years.

Still more remarkably is this shewn by the class of crimes in which the decrease has occurred. Offences against *property* have decreased 7 per cent.; while offences against the person have increased. In all branches of the former class of crime there has been a diminution, but it is chiefly remarkable in the minor offences of petty theft, the crime to which poverty most tempts.

There has been a considerable increase of most of the atrocious crimes against the person: the cause of which is the winter circuits bringing them into the account of the last year.

The malicious offences against property have increased no less than 27 per cent. But this was mainly owing to the disturbances in Wales and the incendiary fires. A very large allowance must be made for the addition of the winter circuit, which added to the criminal account of the last year a large proportion of the serious crimes that regularly would have come into the account of the present year.

There has been an increase in the crime of forgery, and of offences against the Game Laws.

The proportion of acquittals to convictions was 28 per cent. This affords another proof of the utter worthlessness of the grand jury system, and it shews, too, that magistrates are more ready to commit than they ought to be. We should like to know in what proportion the acquitted were defended by Counsel.

Fifty-seven capital sentences were passed, but only thirteen were executed, all for murder, and, strangely enough, the greater portion for the murder of relations. They were, three wives for murdering their husbands; two husbands for murdering their wives; one father for murdering his child; one child for murder of his father; one for murder of a gamekeeper, and five for murders connected with burglary and robbery.

We reserve for another article the very important results of these tables as they relate to the abolition of capital punishment.

CRIMINAL APPEALS.

THANKS to Mr. KELLY for his brave endeavour to procure for life and liberty the privilege, that is enjoyed by property, of an appeal from the judgment of a fallible tribunal.

Now that attention is directed to the subject, people are amazed that such a defect could have existed so long; but it is another proof how habit and tradition will reconcile men to the most palpable wrongs—especially if those wrongs do not affect the class by whom the laws are made.

It is difficult to believe that, in a civilized country, a man might be sentenced wrongfully to death, or to the loss of liberty for life, and that there exists no legal remedy, which he can claim as of right: that he is dependent upon the favour of a Secretary of State for redress, and if that Official chance to be too idle or too obtuse to investigate his case, the life or the liberty will be forfeited.

But the defect becomes the more glaring when it is remembered that an appeal is given from a wrongful decision in all cases affecting property, even of trifling amount; proving that, hitherto, property had been more cared for by our law and our legislature than life or liberty.

It is to be hoped that this stain upon our jurisprudence will, through the generous interference of Mr. KELLY, speedily be blotted out. His Bill was introduced with a speech of masterly ability, in which all the objections were anticipated. Sir James Graham hesitated and doubted, but offered no opposition. The old *formulæ* of "works well," "rash changes," "requires deliberation," &c. &c. were repeated, but Mr. Kelly's argument had already carried conviction to the minds of his audience in the House.

Out of doors we have heard some objections, which it may be as well to answer. It is said that, practically, an appeal is not required, for substantial justice is done, and that, if not, there is a virtual appeal to the Secretary of State. The reply to this is simply a reference to the number of new trials in civil cases, and, with lawyers, to their own recollections of wrongful convictions, at the Assizes sometimes, at Quarter Sessions often. If juries and judges so frequently err in civil cases, surely they must occasionally err in criminal ones.

Then, it is said that the privilege will be abused. This objection rests on the assumption, that the power of appeal is to be absolute. But Mr. KELLY's Bill merely provides that, as in civil cases, a new trial shall be granted only by leave of the Court above, upon good cause shewn.

The further check has been suggested to us, of a provision that notice of appeal should be given by Counsel, stating the grounds of it, when he moves in arrest of judgment, and that no fee shall be given to Counsel for moving in arrest or for the new trial.

When this relic of ancient barbarism shall be swept away, we shall look back with astonishment upon that, as we now do upon the old prohibition of defence by Counsel, and wonder how such a manifest injustice could ever have been endured by a people calling themselves free, or permitted by a law boasting itself the *perfection of reason!*

A NEW CLUB.

THE Manchester Law Society may, perhaps, deem the following printed circular, which has been sent us for publication, worth their notice:—

Bolton, Dec. 184 .

Sir,—The Committee of the Court of Request Club, of which Mr. C. Little is a member, hereby inform you, that if your debt of 3*l*. 9*s*. 3*d*. which you owe him, be not immediately paid, a warrant from the Court will be issued against your body and goods, without further notice.

By order of the Committee,

N.B. The debt must be paid to him at Prescot when he calls.

VERULAM SOCIETY.

WE direct the attention of the reader to the prospectus and List of Members of the Society already enrolled, which appears among the advertisements.

It will be seen to be a highly influential assemblage, comprising many of the most respected and respectable members of the Profession, and of the largest firms in the country. The number now exceeds 450, and every day brings accessions.

The first publication appears next Saturday. It will be the first part of the PRACTICAL REPORTS, and will contain BITTLESTON's and SYMONS's Reports of Magistrates' Cases in Easter Term.

At the request of many of the members, the second part will contain COX and ATKINSON's Reports of Registration Appeal Cases in the Common Pleas.

Each of these reports will cost the members only *thirteen pence*. The price of each in the other reports is *five shillings*. This will shew the utility of the society.

And, as the cost of printing does not increase in proportion to numbers, even the above trifling price will be greatly reduced whenever the society has members sufficient to insure a sale of 1,000 copies. At the present price, a sale of 750 will be required to meet the bare expenses of printing, publishing, and reporting.

As the preliminary outlay has been considerable, we shall be obliged by payment of the entrance-fee by those members who have not yet transmitted it.

The members enrolled henceforward will be weekly announced in the LAW TIMES.

LAW OF DEBTOR AND CREDITOR.

WE have now before us, as amended in Committee, Lord COTTENHAM's Bill, which does for the law of debtor and creditor that which Lord BROUGHAM's Bill does for the criminal law, and something more, for the former amends as well as codifies, the latter aims at codification only.

This great and important measure extends to seventy-eight sections, and occupies thirty-nine folio pages. It is, therefore, impossible to reprint it among our Bills in Progress. But as it will not a little interest our readers, and copies of it are extremely difficult to be procured, perhaps they will not be displeased if we give in this prominent place a sort of analysis or abstract of its provisions.

It is modestly entitled "*An Act for the better Advancement of Justice in certain Matters relating to Creditors and Debtors.*"

But in truth it is much more than it purports to be. It is nothing less than a consolidation and reconstruction of the entire law of debtor and creditor, making vast alterations, all of which appear to us to be vast improvements.

It opens with a recital of the appointment of the commission of inquiry into the laws relating to insolvency and bankruptcy, and then proceeds to enact that the new law shall take effect from the 1st of November next.

The second section is the constructive one usually placed at the end of statutes, but here more wisely preceding that which it is intended to explain; and the third section repeals all laws at variance with the Act.

The first object to which legislation is here directed is more efficient remedies to judgment creditors. To this end, any Court of Bankruptcy is empowered to summon any judgment debtor, and examine him for the discovery of his property, so as to enable the judgment creditor to avail himself of his execution, and the needful powers for this

purpose are given to the Court. If it shall be found that he is possessed of any property which cannot be taken in execution or charged, the judgment creditor is empowered to apply to the Court in which judgment is entered up, to compel such debtor to assign sufficient to satisfy the judgment, or to discover other sufficient property available in execution or chargeable.

Provisions are then introduced for the protection of creditors against fraud. These are sufficiently stringent, and will be hailed by all the honest portion of the community as a great improvement in our law.

The principle upon which these provisions are based is, that to contract a debt knowing that you have not the means of paying it, or to abstract from your creditors any portion of your property on any pretence, is a fraud, and punishable criminally.

The seventh section, therefore, enacts, "that if any person shall, under the false colour and pretence of carrying on business and dealing in the ordinary course of trade, obtain on credit from any other person any goods, &c. with intent to defraud the owner thereof, or, &c. with such intent remove, conceal, or dispose of any goods, &c. so obtained," he shall be guilty of a misdemeanor, and be punishable with imprisonment not exceeding two years, with or without hard labour.

So by section eight, if any person against whom any judgment shall have been entered up by any creditor, shall abscond or conceal himself, with intent, &c. he shall be guilty of a misdemeanor, and punishable with twelve months' imprisonment, with or without hard labour.

And, by section nine, if any debtor, after an action commenced against him by any creditor, shall make any fraudulent grant or conveyance of any of his property, with intent, &c. he shall be guilty as above, and imprisoned for not more than two years.

Then follows a provision for the prevention of the flight of debtors from the country, giving to the commissioner of any bankruptcy court power on affidavit of debt of 20*l.* to issue a warrant for the arrest of a debtor contemplating flight, and to detain him for a limited time, or till an order be obtained to hold him to bail.

The 11th section authorizes courts of bankruptcy to act in the execution of the Act in matters relating to *cessio bonorum* within their jurisdiction, and the Lord Chancellor is empowered to permit the courts to sit for despatch of business in any other places than their usual ones.

The next series of provisions relate to the very important subject of

VOLUNTARY CESSION,

and great facilities are given to honest debtors for thus relieving themselves from their difficulties.

An insolvent debtor, with concurrence of one or more creditors, may petition to be dealt with under the provisions of the Act, attaching to his petition a schedule of his debts and property; but the concurring creditors must be one of 50*l.*; two amounting to 70*l.*; or three, to 100*l.* The Court is then to appoint two sittings, and give notice thereof in the *London Gazette*: the last sitting not to be less than 30, nor more than 60, days from the date of the petition: the debtor to file a balance-sheet.

The official assignees are to act with the assignees to be chosen by the creditors; but the former are, by sec. 17, expressly prohibited from interfering with the latter in the appointment or removal of a solicitor or attorney, or in directing the time and manner of any sale of the debtor's property.

Upon adjudication, all powers and rights which the debtor had in any of his property are to be transferred to the Court, and most extensive and stringent provision is made for thus securing to the creditors every species of property possessed by the debtor. But it is to be expressly enacted, that in adjudicating, the Court is to take into consideration the past conduct of the debtor "in his pecuniary engagements and dealings," and his behaviour at the investigation of his affairs, and large powers of inquiry and of punishment are given to the Court.

The next subject to which the Bill is directed is that of

COMPULSORY CESSION.

It is provided by sec. 20, that on a creditor making affidavit of his debt and of his having delivered an account in writing, with notice requiring immediate payment, the Court may summon the debtor, and on his appearance require of him to state whether he admits the demand, and if he do so, or any part thereof, to require him to sign such admission, which is to be filed; or if he do not admit it, to require him to make a deposition on oath, that he verily believes he has a good defence to it. If he do not appear, or refuse to admit, or make such oath of defence, or pay, or give security for the debt to the satisfaction of the Court, or give security to pay such sum as may be recovered if he defends, he is to be liable to be dealt with under the provisions of the Act.

And so, if he admit the debt, and do not pay or secure payment of it. Or if he admit part and dispute part, the like provisions as above as to each part. Omission to appear, or refusal to sign, to be deemed a refusal to admit.

By sec. 26, an admission signed out of court, if duly attested by the attorney of the debtor, to be filed, and to have the same effect as an admission in court. The Court may give costs to a debtor so summoned, and if the creditor shall not recover the sum sworn to, if his affidavit be without probable cause, the defendant debtor is to be entitled to costs under a rule of court.

To bring a debtor under the provisions of the Act, it is provided, that any one creditor (or partners) for 50*l.* two for 70*l.* or three for 100*l.* may petition the Court, setting forth all necessary particulars; then the Court is to cause notice of it to be served on the debtor, and appoint a time and place for hearing the petition, to be stated in the notice; and on the said day shall hear both creditor and debtor, in person, or by counsel or attorney, and evidence, and thereupon adjudicate.

Upon adjudication, the property of the debtor to be vested in the Court, and the proceedings to be the same as above provided in the case of voluntary cession.

After adjudication, no fiat is to issue against the debtor for any debt due before. If it be not disputed within twenty-one days after advertisement of it in the *Gazette*, such advertisement is to be conclusive evidence as against the debtor, and all persons whom he might sue, of his liability to be dealt with under the Act, and of the adjudication.

Subsequent sections give power to the Court to issue search-warrants, provide for cases of partnerships, vest in the Court discretion to deal with annuities and uncertain interests, reversionary or contingent interests of debtors, as they shall deem best for the benefit of creditors, with authority to mortgage, if necessary. But the assignees' power is not to extend to the parson of a benefice or curacy, though they may obtain sequestration of profit of a benefice; nor to the pay or pension of naval, military, or civil officers, but they may obtain a portion of the pay on application. Goods in the possession of an adjudicated debtor, whereof he was reputed owner, are to be deemed his property; a distress is not to be available against the assignees for more than one year's rent. Any voluntary preference is, by sec. 41, rendered fraudulent and void. The provisions of 3 Geo. 4, c. 39, are extended to assignees. A warrant of attorney, or *cognovit*, is not to be operative against the goods of an insolvent after the filing of the petition; and the proceedings are not to be liable to stamp duties, nor the sales to auction duty.

Where a person has been before bankrupt, though he have not paid 15*s.* in the pound, adjudication under this Act is to protect him.

A like appeal is given from the judgment of the Court to the Court of Review, and then to the Lord Chancellor, as in bankruptcy. If the adjudication be reversed, the acts theretofore done under this Act are to be valid.

If an adjudicated debtor wilfully omit any thing in his schedule, it is to be a misdemeanour, punishable with not more than three years' imprisonment, with or without hard labour, and the like if he fraudulently remove property, or make false accounts or statements (two years), or falsify or mutilate his books. And the Court is empowered to direct a prosecution for any offence under the Act, and order payment of prosecutors' expenses to be made as in felony.

Then comes the famous clause 54, which provides for the total abolition of imprisonment for debt, except in certain cases. These are that

A judge of a superior court may order a judgment debtor to be taken in execution on affidavit that he is about to leave England; and in such case due provision is made for inquiry into the fact and the security of the creditor.

The provisions of the Act relating to process in execution to be applicable to all Courts.

Where wages, &c. due by an employer to any person adjudged to pay money by any Court for the recovery of small debts, the Courts may order payment by instalments, or otherwise, to any person authorized by this Court to receive the same, and his receipt shall be a discharge to the said employer.

The 60th section protects from seizure a debtor's necessary wearing apparel, bedding, tools, and implements.

Any Court of Bankruptcy may issue warrant of arrest against a judgment creditor intending to leave England, and detain him till process can come from the court above.

The 62nd section discharges all prisoners in custody for debt at the time of the passing of the Act, except those remanded for misconduct. But a judgment creditor may nevertheless have execution against the property of the debtor so discharged; and pending petitions are to be proceeded with, and insolvents are to appear and file their schedules, and submit to be examined, on pain of commitment.

A judgment creditor who has, under 1 & 2 Vict. c. 110, obtained a charge on securities, not to be deemed to have relinquished it by taking the person in execution.

The following sections provide for the service of summonses where the parties keep out of the way; for the punishment of false evidence, and for the dividing of forfeitures among the creditors.

The 70th section abolishes the jurisdiction of the Insolvent Debtors' Court, and transfers it to the Courts of Bankruptcy.

Provision is then made for the appointment of an official assignee in place of the provisional assignee, or to act with the other assignee, and for the payment of moneys received by the Insolvent Debtors' Court into the Bank of England, to the credit of the Accountant in Bankruptcy, and for calling in the securities belonging to insolvent debtors' estates, and carried to the Bankruptcy Fund account. The records of the Insolvent Court to be kept as heretofore: compensation to be given to the Insolvent Commissioners, with power to the Treasury to award compensation to any officer of the court, unless appointed to another office of equal value.

Such is a bird's-eye view of the provisions of this most important measure, which entirely reconstructs the law of debtor and creditor in this country; its whole purpose being to substitute an efficient remedy against the property of, and the due punishment of fraud by, debtors, for the barbarous system of imprisoning the person which has hitherto prevailed.

We understand that the Bill is to become law during the present session.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

Observations on the Socinian Endowment Bill, commonly called "The Dissenters' Chapels Bill," &c. &c. By GEORGE ROCHFORT CLARKE, Esq. of the Inner Temple. London, 1844. Benning.

WE are in doubt whether this pamphlet was intended to be a theological or a legal argument, but it is, in fact, a most disagreeable mixture of both, the theology spoiling the law, and the law marring the theology. If the former, we can only say of it that it betrays uncharitableness in its worst aspect, the entire absence of the spirit of Christianity. If the latter, reason is so manifestly blinded by bigotry, that a calm judgment could not be hoped for, and is not to be found.

It has been often said that the presence of the *odium theologicum* in any author is evidence of a weak head or of a bad heart. To which of these undesirable qualities in Mr. CLARKE the tone of this pamphlet is due, we will not take upon us to determine, but certain it is that he can only save the reputation of the one organ by the sacrifice of the other. As a lawyer, he ought to have brought to the discussion of a legal topic the sober dignity of the judge; but he has treated it with the virulence and abusiveness of an advocate, or rather of a sectarian partizan. As a man, he might have argued the propriety of the Bill upon its own merits, without flinging dirt at those whose ill chances to

differ from his ism. As it is, the essay has no attraction, either for the sectarian or the lawyer; it is too professional for the one, and too doctrinal for the other.

The question involved in the Dissenters' Chapels Bill is simply this: whether there ought not to be a statute of limitations for property applied to religious uses, as for all other kinds of property. We can remember when the Dissenters used to make a great outcry about the *nullum tempus* claims of the church. In obedience to the general spirit of our law, the church wisely consented to resign that invidious privilege, and submitted to a statute of limitations.

It is now proposed to apply the same principles of limitation of suits to property held by Dissenters for religious uses, and we have the strange spectacle of Dissenters opposing the very limitations which they used to abuse the church for not adopting; and we see Churchmen, like Mr. Clarke, praying that the principles of limitation to which they have themselves acceded may not be applied to Dissenters.

But such are the inconsistencies into which men fall, when they permit personal, sectarian, or party hatreds to blind their judgments; and thus, perhaps, may the spirit of this pamphlet be explained. For the author's sake, we hope it will not be read, for it will create a prejudice against him which might seriously affect his reputation should he hereafter make his appearance with a work to which, as a lawyer, he may bring a calm pulse and a sound head; for this he cannot do when he mingles, in one treatise sober law with such exciting topics as Theology and Politics.

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

Friday.—The English Funds are not so firm, Consols having given way about ¼ per cent. They closed at 98⅞ to ⅜, ex. div. for the July Account; for Money there were some transactions, and the last price marked is 99⅝ with div.; the Three per Cents. Reduced, 99 to ⅛; the Three-and-a-half per Cents. Reduced, 102 to ⅛; Bank Stock, 199½ to 200; Exchequer Bills, 68s. to 70s.; Small, 71s. to 73s. premium.

There has scarcely been a bargain done in the Foreign Bonds. Spanish Three per Cents. have had the price of 34⅝ to ¾ through a great part of the day, but are finally quoted 34⅝ to ⅞; the Actives are 23⅜ to ½; Spanish Deferred, 13¼ to ½; Passive, 5½ to ⅝; Peruvian, 27 to 28; Portuguese Converted, 46½ to 7½; Mexican, 35 to ½; Deferred 15¼ to ¾; Danish, 88 to 9; Dutch Two-and-a-half per Cents. 61⅝ to ⅞; Dutch Fives, 100¼ to ¾; Belgian, 103 to 4; Brazilian, 80½ to 1½; Buenos Ayres, 33 to 5; Chilian, 102 to 4; Colombian, ex Venezuela, 13¼ to ¾; Greek, ex overdue Coupons, 14 to 15.

In Shares there was but a small business done to-day. Birmingham stock continues heavy, and the Eastern Counties are not quite so good, otherwise there is no change to notice in the Railway Shares. London and Birmingham, 220 to 222; New Quarter Shares, 24½ to 25½; New Thirds, 36 to 7; South Western, 86½ to 87½; Eighths, 3½ to ¾ prem.; London and Brighton, 47 to ½ per share; New, 11⅞ to 12; Blackwall, 7⅛ to ⅜; Greenwich, 7¼ to ½; Croydon, 18¾ to 19¼; Manchester and Leeds, 101 to 3; New, 42 to 4; Quarter Shares, 8½ to 9; Manchester and Birmingham, 55 to 7; Birmingham and Derby, 60 to 2; Thirds, 19½ to 20½; Eighths, 4 to ½; Midland Counties, 91 to 3; North Midland, 91 to 3; Edinburgh and Glasgow, 66 to 7; New, 16 to ½; Great Western, 121½ to 2½; Half Shares, 77½ to 8½; Fifths, 22¼ to ¾; South Eastern, 35¾ to 6¼; New, 7 to ½ premium; Northern and Eastern, 57 to 8 per share; Eastern Counties, 11⅝ to ¾; New, 13½ to ¾; Extension, ⅞ to 1⅛ prem.; Birmingham and Gloucester, 91 to 3 per share; Hull and Selby, 57 to 9; Bristol and Exeter, 79 to 81; Paris and Orleans, 39¼ to ¾; Paris and Rouen, 33⅝ to ⅞; Rouen and Havre, 10 to ½ prem.

In Joint-Stock Banks—British North American. 41½; Commercial of London, 190½.

In Mines—Bolanos Scrip, 7½; Brazilian Macaubas and Cocaes United, 12¾ ex div.; Santiago de Cuba, 26.

Public Sales.

By Messrs. SHUTTLEWORTH and SONS.

A residence, No. 33, Park-street, Islington, let at 47l.; held for 22½ years, at a ground-rent of 9l. 8s. 6d. per annum —665l.

A plot of freehold building-ground, extending 50 feet in front of the Fulham-road, by a depth of 220 feet—200l.

A ditto—200l. A ditto—200l.
A ditto—180l. A ditto—160l.

By Messrs. WILKINSON.

A leasehold estate, comprising eight houses in Oxford-place, five in Warner-place, and five carcases and building-ground in the rear, situate in the best part of the Hackney-road; held for 80 years at the ground-rent of 100l. per annum, producing the annual rent of 391l.—1,700l.

Five 30l. shares in the Legal and General Life Assurance Society—27l. 10s.

Five ditto—27l. 10s.

By Messrs. DENT and SON.

A residence, No. 5, Osnaburgh-terrace, Regent's-park, with coach-house and stabling in the rear; let at 116l. per annum; held for 99 years from October, 1823, at 5l. per annum —1,890l.

A residence, No. 4, Chester-place, Regent's-park; let at 125l, held for 98½ years from September, 1825, at a ground-rent of 35l. per annum—1,590l.

A ditto, No. 2, Cumberland place; let at 130l. per annum; held for 99 years from June, 1826, at 36l. per annum—1,980l.

A ditto, No. 5, Chester-place, with stabling; let at 160l. per annum; held for 90 years from September, 1825, at 52l. 10s. per annum—1,880l.

A residence, No. 15, Chester-terrace, with stabling; let at 220l.; held for 90 years from September, 1825, at a ground-rent of 52l. 10s. per annum—3,050l.

A residence, No. 17, in the centre of Chester-terrace, Regent's-park; let at 210l. per annum; held for 90 years from September, 1825, at 52l. 10s. per annum—2,900l.

A residence, No 18, Cumberland-terrace; let at 195l. per annum, held for 99 years from the 13th July, 1826, at a ground rent of 10l. per annum—3,500l.

A ditto, No. 76 ditto—3,300l.

A mansion and offices, with coach-house and stable, No. 2, on the west side of Park-square, Regent's park; held for 99 years, from April, 1821, at a ground-rent of 10l. per annum —1,600l.

A house and shop, situated No. 306, on the east side of Regent-street, let at 130l. per annum; held for 99 years, from October, 1826, at a ground-rent of 28l. 6s. 6d. per annum—2,890l.

By Mr. MASON.

Three residences, situate in Pleasant-row, Cross-street, Islington, with gardens and a piece of ground, let at 132l. per annum; held for 70¼ years, at a ground-rent of 24l. per annum 798l.

A large plot of land, available for building purposes, situate near the East London Water-works, Old Ford, offered in 13 lots—967l. 15s.

By Mr. W W. SIMPSON, at the Mart.

A freehold property, consisting of two inclosures of meadow land, called Reets, containing together 26a. 2r. 29p. situate in the parish of Hendon, Middlesex, near the Hyde; also, the rent-charge in lieu of tithes, arising from the said lands, amounting to 6l. 5s. per annum; let at 73l. per annum, including the rent-charge—1,680l.

Several inclosures of meadow land called Gadsby's and Bell Field, including three cottages with gardens, the whole containing 13a. 2r. 23p. situate at the Hyde, Hendon—1,200l.

A freehold and copyhold estate called Burnt Oak and Fox Meads, situate in the parishes of Kingsbury and Little Stanmore, comprising 115a. 1r. 12p. of meadow land, with two barns thereon 5,760l.

A freehold cottage and garden, situate at Burton Hales, Hendon; the land-tax on this and the above three lots is redeemed—125l.

The rent-charge in lieu of great tithes, amounting to 6l. 16s. per annum, arising from 28a. 3r. 24p. of meadow land situate near the Hyde—155l.

The residence of the late John Thomas, esq. situate on the declivity of Highgate Hill, with lawn, conservatory, forcing and green houses, kitchen garden, double coach-house, stabling, &c. the site of the whole containing 2a. 1r. 14p.: held for 20¼ years at 130l. per annum.—550l.

By Mr. GEORGE CORBETT.

Freehold building ground, situate on Sydenham-common, in the Wells-road, in the parish of Lewisham, Kent, sold in 14 lots, and produced the sum of 765l.

A ground-rent of 10l. per annum, secured on 10 houses, situate at Sydenham, Kent—160l.

By Messrs. NEWTON and APPLETON.

The reversionary property, consisting of money in the funds, and the net proceeds to arise from the sale of 21 freehold houses, situated in Camberwell-grove, and Grove-lane, Camberwell, including two houses in the New-road, St. George's East; now producing about 360l. per annum, nearly a moiety of which arises from ground-rents—1,480l.

The reversionary interest in a quarter of 2,026l. 2s. 6d. Three per Cent. Reduced Annuities, receivable on the death of a gentleman now believed to be in his 81st year—590l.

By Messrs. SOUTHEY and SON.

A freehold house, baker's shop, and premises, situated No. 10, Webb-street, Southwark—700l.

A freehold house, No. 9, adjoining—400l.

A freehold house of nearly a similar description, being No. 15, Webb-street—220l.

A ditto, No. 16—225l.

By Mr. F. CHINNOCK.

A villa, in the Italian style, being No. 14, Paradise Cottages, situate on the Southgate-road, leading from Ball's-pond to the City; let at 35l. per annum. A lease will be granted, according to the form of leases on the De Beauvoir Town estate, from a term of 73 years from December 1843, at a ground-rent of 5l. 5s. per annum—250l.

A ditto, No. 13, ditto—250l.

A clear rent of 10l. 10s. per annum, for 31½ years, secured upon a house and premises, No. 41, Charlotte-street, Portland-place—160l.

By Messrs. DAVIS and VIGERS.

The Granchy estate, Lindfield, Sussex, close to the railway station at Hayward's Heath; comprising a residence, with farm offices, garden and orchard, seven small houses, 18 cottages, and 110 acres of fertile land, freehold, and free of great tithe and land-tax, divided into small farms and cottage allotments, producing nearly 300l. per annum—4,500l.

The undivided moiety in the freehold and great tithe-free meadow, called the East Wick, containing 7a. 2r. 29p.; let at 4l. 10s. per annum, situate near the above—125l.

A residence, No. 30, York-road, Lambeth, let at 50l. per annum; held for 79 years, at a ground-rent of 10l. per annum—450l.

A freehold, copyhold, and leasehold estate, consisting of a residence, stabling, and other outbuildings, gardens, pleasure-grounds, and meadow, in all 4a. 2r. 23p. situate just beyond the first Norwood Church, on the west side of the high road to the Beulah Spa—510l.

A freehold residence and business-premises, No. 91, Fetter-lane, Holborn: let at 30l. per annum—205l.

A freehold residence, No. 1, Took's-court, Castle-street, Holborn; let at 40l. per annum—280l.

A ditto, No. 2, let at 45l.—310l.

A freehold house, No. 5, Ship-yard, Temple-bar, let at 25l. —150l.

An undivided moiety in a freehold residence, situate No. 20, Charles-street, Queen's Elms, Chelsea; let at 22l. per annum—190l.

An annual rental of 50l. for a term of 65 years; arising from the Barnsbury Park Tavern, situate at the corner of Upper Park-street, Islington—950l.

Two residences, Nos. 15 and 16, Barnsbury Park, Islington, No. 15 let at 55l. per annum, No. 16 let for the whole term at 10l. per annum: held for 71 years, from Christmas 1834, at a ground-rent of 20l. per annum—560l.

A residence, No. 20, on the south side of Barnsbury Park, let at 52l. per annum; held for the same term at 10l. per annum—515l.

A ditto, No. 21, ditto 550l.

A house with garden, situate No. 4, Brooksby-street, Islington, let at 31l. per annum; held for 82½ years, from Dec. 1825, at a ground-rent of 6l. per annum—310l.

A piece of ground at the back of the houses, held for the same term, free of rent; let for the whole term at 3l. 10s. per annum—60l.

A ground-rent of 7l. 10s. per annum, secured upon Nos. 14, 15, and 16, Wilson-street, Gray's-inn-lane Road, for [illegible] years—120l.

Ground-rents, amounting to 50l. 1s., arising from eight messuages, Nos. 18 to 25, Tatten-street, Stepney; held under the Mercers' Company for 66 years, from September, 1824, at the yearly rent of 10l. 1s. 520l.

An improved rental of 32l. per annum, secured upon a house, with capacious premises adjoining, in Holywell-street, Millbank.

By Messrs. THOMAS and WOODGATE.

A cottage residence, No. 19, Clarence Cottages, Islington; held for 98 years from June, 1812, at a ground-rent of 5l. per annum—270 g

A ditto, No. 20—270 gs. A ditto, No. 21—260 gs.

A ditto, No. 22—240 gs.

By Mr. ELGOOD.

A house, No. 22, Newman-street; held of the Brewers' estate for an unexpired term of 20 years at a ground-rent of 12l. 10s. per annum—680l.

An elegant residence at Grosvenor-gate, held of Lord Grosvenor for 30 years, at a ground-rent of 50l.; let to the late Duke of Manchester for an unexpired term of five years, at 400 guineas per annum—4,235l.

The residence of the late Captain Brenton, 18, York-street, Portman-square; held for a remaining term of 60 years, and at a rent of 25l. per annum—685l.

The late Alderman Sir Matthew Wood's residence, South Audley-street, and premises adjoining; held of Lord Segrave, with Dean and Chapter of Westminster, for different unexpired terms, at ground-rents—6,500l.

A house, No. 53, Harley-street; held for 27 years, at a ground-rent of 15l 9s. 6d. per annum—1,240l.

A house, No. 5, Wimpole-street; held for 10 years, at a ground-rent of 7l. 10s. 6d.—550l.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTH.

Toller.—On the 31st ult., at 29, Upper Gower-street, the wife of S. Bush Toller, of Lincoln's-inn, esq. of a daughter.

MARRIAGES.

Goldsmid, Edmund Elsden, esq. of Park-crescent, Regent's-park, and of the city of Paris, to Sarah Elizabeth, eldest daughter of Edward Bryant Garey, of Southampton-buildings, and Powis-place, Haverstock-hill, solicitor, on the 30th ult. at Trinity Church, Marylebone.

Faithfull, Mr. Henry F. of Tring, Hertfordshire, solicitor, to Eliza, second daughter of George Faithfull, esq. of Hurstpierpoint, on the 1st inst. at Hurstpierpoint, Sussex, by the Rev. Ferdinand Faithfull.

Spenser, Mr. George English, of Blenheim-terrace, Kingsland-road, solicitor, to Emma, eldest daughter of Mr. Francis Barlow, of Church-street, Edgeware-road, on the 1st inst. at St. Pancras Church, by the Rev. R. B. Paul, M.A.

Gore, John Ralph Ormsby, esq. Groom in Waiting to Her Majesty, and eldest son of William Ormsby Gore, esq. M.P. for North Shropshire, to Sarah, youngest daughter of Sir John Tyssen Tyrell, bart. of Boreham House, M.P. for North Essex, on the 4th inst. at St. George's, Hanover-square, by the Rev. Orlando Kenyon.

Johnson, Cuthbert William, esq. of Gray's-inn, barrister-at-law, to Mary Ann, eldest daughter of the late Richard Hall Gower, esq. of Nova Scotia-house, Ipswich, on Tuesday, the 4th inst. at Great Totham, Essex, by the Rev. Thomas Foote Gower, vicar.

DEATH.

Stone, John, Esq. late of Lincoln's Inn, barrister-at-law, on the 5th inst. at Tonbridge Wells.

THE FIRST PUBLICATION OF

THE VERULAM SOCIETY will appear on Saturday next, the 15th instant. It will consist of No. I. of

PRACTICAL REPORTS, comprising the MAGISTRATES' CASES of Easter Term last, by A. BITTLESTONE and J. C. SYMONS, Esqrs., Barristers-at-Law.

N.B. The PRACTICAL REPORTS will consist of—I. MAGISTRATES' CASES, by A. BITTLESTONE and J. C. SYMONS, Barristers-at-Law. II. PRACTICE CASES, by J. A. FOOTE, T. W. SAUNDERS, H. B. ASPINALL, and H. T. ATKINSON, Esqrs. Barristers-at-Law. III. REAL PROPERTY CASES, by R. G. WELFORD, G. GOLDSMITH, H. BAKER, T. MACAULEY, and G. T. ALLNUTT, Esqrs. Barristers-at-Law. IV. CROWN CASES in the Central Criminal Court and on Circuit; and NISI PRIUS PRACTICE CASES, by various Barristers. Each Case to be authenticated by the Reporter.

The purpose of these PRACTICAL REPORTS is to supply to the Profession, at a trifling cost, and in the convenient compass of a single volume, full Reports of all the Cases likely to be useful in ordinary practice, without the necessity that now exists of purchasing and carrying about with them a mass of cases that are seldom or never referred to, save in the Courts above, where ready access to them can be obtained.

The PRACTICAL REPORTS of the Verulam Society will, it is expected, supply to the members, at a cost of about *twelve shillings* per annum, the above information, which they can now only procure by an outlay of upwards of *twenty pounds* per annum.

They will be issued in Parts, as completed. Each Part will consist of 32 pages large octavo, and will contain nearly as much matter as one of the Parts of the ordinary Reports. The outside leaves will be cut off in binding, so that the sheets will be clean and contiguous. It will be stamped, and sent free by post to the Subscribers in the country, as being cheaper and less troublesome than conveyance by parcel. They will form one annual volume.

The price will be, for each Part, to members of the Society, *thirteen pence;* to other persons, *nineteen pence.*

A PORTFOLIO for preserving the numbers of the current volume of the VERULAM SOCIETY REPORTS, so that they may be readily referred to, may be had at the Office, or by order from any Bookseller in the Country, Price 3s.

Members of the Society who may not have ordered the Reports are requested to do so forthwith. We subjoin a

PROSPECTUS OF THE VERULAM SOCIETY.

This Society is established to supply the members with Law Reports and Text Books at accessible prices.

It will consist of an indefinite number of Members.

Any person will be admitted a Member on payment of an entrance fee of 10s. 6d. before the 1st of August: after that date, the entrance fee will be 1*l.* 1s. (to defray the outlay of forming the Society and its current expenses), and an annual subscription of 2*l.* 2s. at the least. But payment of the subscription will not be required until the Society proceeds to publish some of the more costly of the works contemplated.

The Members will be entitled to all, or any of, the publications of the Society at the Society's prices. But if more in value be ordered than the amount of subscription will cover, the further sum must be transmitted with the order.

It should be expressly understood that the Members will incur no risks or responsibilities whatever. Arrangements have been made to avoid the difficulties of the Law of Partnership; thus: The works of the Society will be issued by the Publisher of the LAW TIMES at the Office of that Journal, on his single responsibility, as his own publication; but he will be secured from loss by the plan, which will invariably be followed, of sending to all the Members a notice of each publication as it is projected, with a form of order, and none will be published which does not thus previously secure subscribers enough to repay its expenses. By these means the Members will secure all the advantages of a sufficient supply of good and useful Law Books, at the lowest prices at which they can be produced, without incurring any of the risks and liabilities of partnership. This two-fold object is effectually accomplished by making it, in fact, a machinery *for the publication of useful works by subscription.*

The Society commences with the issue of the above series of *Practical Reports*, because its numbers do not yet justify entering on larger undertakings, and in the hope that, once in action, it will receive a large influx of supporters. As soon as the requisite number of Members is obtained, other more important works will be entered upon. *One thousand* Subscribers will justify the publication of a complete series of Reports of all the Courts, and 1,250 will permit the undertaking of a series of practical text-books at one-fourth of their present cost.

It should be understood that the whole of the subscription will be repaid in books, or the balance returned.

Persons desirous of joining the Society are requested to send their names and addresses, with the entrance fee, to the Publisher of the LAW TIMES, at the Offices of the Verulam Society, 29, Essex-street, Strand.

The following is a

LIST OF THE MEMBERS OF THE VERULAM SOCIETY,

made up to the 3rd June, 1844. (N.B. The future Members will be weekly announced in the LAW TIMES, where corrections of any errors in this list shall appear.)

ABERDEIN, R. H., Honiton
Ackerley, W. jun. Wigan
Adey, A., Wootton-under-Edge
Alderson, A., Eckington, near Chesterfield
Aldous, A. H., Harlestone
Aldridge, H. M., Poole
Allatt, W., Ossett, near Wakefield
Allford and Chandler, Messrs., Sherborne
Allnutt, C. B., Shrewsbury
Arkell, A. E., Cheltenham
Ashley, W. E., Newark
Ashton, W. H., Stockport
Asker, S. H., Norwich
Atkins, H. J., Bristol Bridge
Austin, G., Shefford
Avery, T. C., Gloucester
Ayre, J. jun., Bristol

BADGER, J., Rotherham
Baldwin, J., Colne
Ball, J. G., Minchinhampton
Bamforth, J., Rotherham
Barclay, J. P., Wickham Market
Barker and Cheshire, Messrs., Northwich
Barker, G. D., Wakefield
Barlow, F., Cambridge
Barlow, W., Birmingham
Barlow and Radcliffe, Messrs., Oldham
Barnes, J. S., Colchester
Barnes, C. J., Lambourne
Barns, J., New Malton
Barnett, H., Walsall
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Barwick, J. M., Leeds
Baynton, W., Bristol
Beaumont and Primson, Messrs., Warrington
Becke, H., Northampton
Bedford, G., Worcester
Becchamp and Upperton, Messrs., Hawkhurst
Bennet and Thorne, Messrs., Wolverhampton
Bennett, B. E., Market Harborough
Bennett, W., Chapel-en-le-Frith
Benson, C., Birmingham
Bentley, H. W., Hitchin
Bignold and Field, Messrs., Norwich
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Bloome, M., Leeds
Blundell, J., Thirsk
Bond, E., Norwich
Bonsall, J. G. W., Machynlleth
Bourne, Henry, Wolsingham
Bowser, R., Bishop's Auckland
Boys, J. H., Margate
Bramley, E., Sheffield
Brotherton, J., Gloucester
Brian, T. C., 40, Finsbury Circus
Bridgeman and Scobell, Messrs., Tavistock
Brockman and Watts, Messrs., Folkestone
Brook and Hall, Messrs., Ashton-under-Lyne
Brook, John, York
Brook and Merton, Messrs., Margate
Brooks, Lee, and Brooks, Messrs., Whitchurch
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Broughton, E. D., Namptwich
Brown, H. J., Bristol
Brown, T., Lincoln
Brown, T., Skipton
Brownell, J., Lymm
Buckton, J., Wrexham
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Caparn, Messrs., Newark
Cardale, Cardale, and Iliff, Messrs., 2, Bedford-row
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Carter and Gregory, Messrs., Lord Mayor's Court Office, Old Jewry
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Castleman, H. Wimborne
Castleman, Messrs., Ringwood
Challinor, E., Hanley
Chalmers, C. B., Weston-super-Mare
Chamberlain, A., Portsea
Chandler, W. L., Tewkesbury
Chapman, W., Devonport
Chapple, J., 35, King street, Cheapside
Chartres, W., Newcastle-on-Tyne
Church, Messrs., Colchester
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Clarke, J., Kippax
Clarke, John, Upton-on-Severn
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Cooper, J., Nottingham
Copland and Son, Messrs., Chelmsford
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Cox, J. S., Cheltenham
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Darwall, C. F., Walsall
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Davies, T. W., Leominster
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Goldsmith, G., Southampton
Gooding, J., Southwold
Goodwin, Partridge, and Williams, Messrs., Lynn
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Gray, T. W., Exeter
Gray, W. jun., Thirsk
Green, C., Spalding
Greene, H., Higham Ferrers
Greenwood, R., Gargrave
Griffiths, H. M., Birmingham
Grover, C. E., Hemel Hempstead
Gummer, S. H., Bridport
Gunton, J., 16, Ormond-terrace, Cheltenham
Guy, J., Gainsborough

HAIGH, W., Huddersfield
Halcomb, J., Hungerford
Hall, G. B., Stafford
Hall, H., Clitheroe
Hall, J., Keswick
Hammond, J., Leominster
Hamson, R., Holywell
Hand, R. W., Stafford
Hannen and Rutter, Messrs., Shaftesbury
Harding, G. J., Solihull
Hardman, J., Rochdale
Hardy, J., M. P., 3, Portland-place
Hartley, H. W., Colne
Hawkes, M., Okehampton
Head, R. T., Exeter
Heath, J., Settle
Hepworth, John, Birmingham
Hesleden, B., Barton-on-Humber
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Holloway, R., Thame
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Hook, J. P. B., 11, Tokenhouse-yard
Hopkins, J., Bristol
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Howell, A., Welchpool.
Hoyle, W. F., Rotherham
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Hustwick, T., Soham.

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Jenkins, A. H., Gloucester
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Kinsopp, W., Hexham
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Lane, M., Braintree
Langley, C., Chudleigh
Larke, T., Ramsey
Last, H., Hadleigh
Latham, W., Sandbach
Laughton, W. E., Tickhill, near Rotherham
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Leigh, R., Wigan
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Lucas, B. F., Louth

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Radford, J. G., Sidmouth
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Rands, G., jun., Northampton
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Smith, J. R., Newnham
Smith, R., Richmond, Surrey
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Smith, R., jun., Bridgwater
Smith, W. T., Leeds
Smith and Crowther, Messrs., Wolverhampton
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Spilsbury, G., Stafford
Spooner, T., Leicester
Stafford, R., Durham
Stallard, G., Bath
Steavenson, A. F., Darlington
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Stephens, W., Presteign
Stevens, S. W., Clare
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Stone and Paget, Messrs., Leicester
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Thompson, G. T., Dover
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Thorpe, W., Thorne
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Titt, C. P., Broughton
Toms, J. A., Tiverton
Toogood, H., Bridgwater
Tournay, R., Ticehurst
Townsend, G. H., Bilston
Trenfield, D., Winchcomb
Truscott, G. F., Exeter
Turner, H., Wolverhampton
Turner, J. G., Rothwell
Turner, W. C., Bicester
Tyas, J., Barnsley
Tyndall and Sons, Messrs., Birmingham

VALLACK, Jas., Derby
Vaughan, H. B., 30, Craven-street
Veley, F. T., Chelmsford

WAGSTAFFE, W. G., Grantham
Walford and Beesley, Messrs., Banbury
Walker, J., Faversham
Wallingford, E. A., St. Ives, Hunts
Walsh, J. W., 58, Lincoln's-Inn-Fields
Wane, R., Farringdon
Ward, E., Prescot
Ward, J., New Elvet, Durham
Ward, J., Warwick
Wardroper, E., Midhurst
Wareing, R., Ormskirk
Wartnaby, W., Market Harborough
Watkins, J. K., Bolton
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Watts, J. K., St. Ives, Hunts
Wavell, E. M., Halifax
Welsh, W. J., Wells, Somerset
Wetherhead and Burr, Messrs., Bingley, Yorkshire
Wetwan, W., Bridlington Quay
Weymouth, J., Knightsbridge
Whelden and Heyworth, Messrs., Barnard's Castle
White, W., Moretonhampstead
Whitehead, G., Bury
Whitehead, H., Rochdale
Whytehead and Champney, Messrs., York
Wilcocks, J. B., Plymouth
Wilkins, L., jun., Blackburn
Wilkinson, J., Hull
Wilkinson, R. T., Bishops Wearmouth
Wilkinson, W. M., Market Drayton
Willan, R. Thetford
Williams, E., Knighton
Williams, J., Cheltenham
Williams, J., Merthyr Tydvil
Wills and Francis, Messrs., Newton Bushell
Wilson, F. W., Sheffield
Wilson, J. R., Salisbury
Withers, J. F., Sherborne
Wood, J., Bradford, Yorkshire
Wright, L., Ormskirk
Wright, R., Shelton

YEWENS, W., Cambourne.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Beerbohm and *Co.* merchants, joint, 2½d. Whitmore, London.—*Bentall*, H. coal merchant, 2s. 4d. Whitmore, London.—*Biddulph* and *Co.* bankers, 1st, 2nd, and 3rd, 7s. to new proofs. Edwards, London.—*Boggs* and *Co.* merchants, Taylor, 9s. Pennell, London.—*Booth*, G. limeburner, 7s 1d. Turquand, London.—*Cooper*, E. stationer, 1s. 9d. to new proofs. Joh. London.—*Davies*, J. P. surgeon, fur. 20s. to new proofs. Groom, London.—*Field*, R. varnish manufacturer, 6½d. Turquand, London.—*Florance*, E. jun. potato dealer, 9d. Turquand, London.—*Gosden*, J. victualler, final, 6d. Alsager, London.—*Gouger*, H. merchant, joint, 1s. 8d sep. of Gouger, 1s. 1d. Whitmore, London.—*Heathorn*, J. L. shipowner, *sine die*. Edwards, London.—*Hopkins*, J. currier, 2½d. Green, London.—*Hughes* and *Co.* builders, final joint, none made. Graham, London.—*Ingham*, A. 1s. Turner, Liverpool.—*Jamieson*, A. schoolmaster, 5d. Pennell, London.—*Loder*, J. D. music seller, 6d. Graham, London.—*M'Kinlay* and *Co.* rectifiers, joint, 1s. 4d. sep. M'Kinlay, 20s. Green, London.—*Metcalfe* and *Co.* upholsterers, 2d. Graham, London.—*Mill*, J. merchant, 8d. Alsager, London.—*Minister*, E. tailor, 1s. 3d. Alsager, London.—*Morris*, T. builder, none made. Turquand, London.—*Piggott*, J. jun. cabinet maker, 5s. 6d Alsager, London.—*Prior*, H. stationer, 1s. 4d. Pennell, London.—*Roberts*, H. E. merchant, 3rd, 1½d. Edwards, London.—*Robinson*, W. glass dealer, 2nd, 5d. Cazenove, Liverpool.—*Stott*, J. woollen manufacturer, 1st, 1s. 8½d. Hobson, Manchester.—*Templeton* and *Co.* silk manufacturers, 1s. 3½d. to new proofs. Pott, Manchester.—*Turner*, H. F. baize manufacturer, *sine die*. Graham, London.—*Whitehead*, G. printer, 1s. 6d. Edwards, London.—*Wood*, H. bookseller, 4s. 5½d. Whitmore, London.—*Wood*, T. H. draper, 4s. 6d. Whitmore, London.—*Wooster* and *Co.* coal factors, joint, 11d. Edwards, London.

Insolvents' Estates.

Clapp, J. labourer, Withycombe Rowley, Devonsh. 19s.—*Critchfield*, sen. cutler, Norwich, 4½d.—*Etheredge*, P. R. shawl manufacturer, Thorpe, 2s. 2½d.—*Gadsby*, A. carpenter, George-st. Lambeth-walk, 1s. 3d.—*Holden*, T. cattle dealer, Settle, 2s. 7½d.—*King*, W. G. butcher, Chesham, 4½d.—*Smallwood*, T. butcher, Birmingham, 2d.—*Larkin*, E. mustard manufacturer, Gateshead, 11d.—*Mortimore*, J. brushmaker, Exeter, 2s. 10d.—*Orton*, J. surgeon, Coventry, 11½d.—*Podmore*, J. picture-frame maker, Chester, 1s. 5½d.—*Reed*, R. B. gent. Wick, Glamorganshire, 1s. 4½d.—*Rogers*, D. shoemaker, York, 1s. 4d.—*Urry*, T. C. tea dealer, Blackfriars-rd. 11d.—*Wells*, C. T. dressing-case maker, Haddon-pl. Waterloo-rd. 1s. 7½d.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, May 31.

Benett, W. F. farmer, Bradwell Abbey, Bucks, May 22. Trusts. R. Adams, dairyman, Shenley, and J. B. Bennett, grazier, Wavendon. Sol. Green, Woburn.—*Cutts*, H. farmer, South Ockendon, Essex, May 29. Trusts. T. B. Sturgeon, farmer, South Ockendon. Sol Francis, Romford.—*Jackson*, W. merchant, Louth, Lincolnshire, May 29. Trusts. E. A. Tootal, merchant, and T. Young, merchant, Louth. Sol. Ingoldby, Louth.

Gazette, June 4.

Nicholas, C. H. grocer, Bolinbroke-row, Walworth, May 8. Trusts. W. Nash, grocer, Arthur-st. West, and A. Graham, grocer, New Bridge-st. Sol. Woodroofe, Lincoln's-inn.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, May 31.

ANICHINI, QUIROGA BOLIVAR VITTORIA JOHN, merchant, St. Benet's-place, Gracechurch-st. June 7 and July 2, at half-past twelve, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Clowes and Wedlake, Temple, sols. Date of fiat, May 24. W. and J. King, coal masters, Stourbridge, pet. crs.

BAXTER, ROBERT, merchant and table-knife manufacturer, Sheffield, June 13 and July 6, at eleven, Leeds, Com. Ayrey; Fearne, off. ass.; Tiddey, Temple, and Wilson and Co. Sheffield, sols. Date of fiat, May 22. H. Wilson, snuff manufacturer, Sheffield, pet. cr.

BEECH, THOMAS, grocer, Newcastle-under-Lyme, Staffordshire, June 10 and July 11, at eleven, Birmingham, Com. Daniell; Whitmore, off. ass.; Stanier, Newcastle-under-Lyme, and Smith, Birmingham, sols. Date of fiat, May 18. W. M'Kay, wholesale grocer, Liverpool, pet. cr.

DETHICK, WILLIAM, lime merchant, Whitefriars, London, June 14, at one, July 12, at twelve, Basinghall-st. Com. Fane; Whitmore, off. ass.; Humphrey and Co. Chancery-lane, sols. Date of fiat, May 28. G. Smith, builder, Notting-hill, pet. cr.

HARRADEN, HENRY RICHARD, printseller, Cambridge, June 11 and July 16, at eleven, Basinghall-st. Com Fonblanque; Pennell, off. ass.; Tarrant, Walbrook, and Lawrence, Cambridge, sols. Date of fiat, May 15. R. Ellis, plumber, Cambridge, pet. cr.

HOMER, FREDERICK LANE, merchant, Manchester, June 14 and July 1, at one, Manchester, Hobson, off. ass.; Blackburne, Leeds, and Messrs. Bennett, Manchester, sols. Date of fiat, May 24. M. Glassford and G. Young, merchants, Glasgow, pet. crs.

LAND, BENJAMIN, victualler, Saint Alban's, Hertfordshire, June 7, at half-past eleven, July 12, at eleven, Basinghall-st. Com. Fane; Alsager, off ass.; Roche and Co. Upper Wellington-st. sols. Date of fiat, May 28. W. Boome, gent. St. Alban's, pet. cr.

LYNN, WILLIAM, hotel-keeper, Liverpool, June 12, at twelve, July 2, at eleven, Liverpool, Com Phillips; Morgan, off. ass.; Littledale and Bardswell, Liverpool, and Vincent and Sherwood, Temple, sols. Date of fiat, May 27. J. Brynon, grocer, Liverpool, pet. cr.

MARDALL, JOHN WHITLY, insurance broker, New Shoreham, Sussex, June 11 and July 16, Basinghall-st. Com. Fonblanque; Belcher, off. ass., Rolfe and Edmunds, Gray's-inn, and Edmunds, Worthing, sols. Date of fiat, May 23. R. Lawson, ship owner, Littlehampton, pet. cr.

MITCHELL, JOHN, fellmonger and coal merchant, Nottingham, June 10 and July 11, at eleven, Birmingham, Com. Daniell; Bittleston, off. ass; Cann, Nottingham, and Smith, Birmingham, sols. Date of fiat, May 16. E. Varney, maltster, Nottingham, pet. cr.

NEWTON, THOMAS, cattle dealer, Holbeach, Lincolnshire, June 11, at one, July 5, at twelve, Birmingham, Valpy, off. ass.; Staniland, Boston, and Barker and Sons, Birmingham, sols. Date of fiat, May 25. G. Reeson, farmer, Kirton, pet. cr.

OWEN, JOSEPH and SARAH, merchants, Sheffield, June 15 and July 3, at eleven, Leeds, Com West; Young, off. ass.; Bigg, Southampton-buildings, Haywood and Bramley, and Branson, Sheffield, sols. Date of fiat, May 23. S. Gardner, F. R. Appleby, C. Appleby, and H. T. Skerton, merchants, Sheffield, pet. crs.

TYNDALE, EMANUEL, wine and spirit merchant, Ross, Herefordshire, June 7, at twelve, July 5, at eleven, Birmingham, Valpy, off. ass.; Washbourne, Gloucester, Hall and Minett, Ross, and Stubbs and Rollings, Birmingham, sols. Date of fiat, May 14. W. Washbourn, R. Martin, and D. Lloyd, wine merchants, Gloucester, pet. crs.

Gazette, June 4.

ANDERTON, CHARLES, tailor, Brighthelmstone, June 15, at half-past one, July 12, at twelve, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Wood and Fraser, Dean-st. Soho, sols. Date of fiat, May 25. E. Tewart, jun. J. P. Tewart, R. Tewart, and W. S. Wheeler, warehousemen, Ludgate-hill, pet. crs.

BATES, WILLIAM HENRY, factor, Birmingham, June 14, at one, July 12, at half-past ten, Birmingham, Christie, off. ass.; Palmer and Sons, Birmingham, Fellowes, jun. Dudley, and Austen and Hobson, Gray's-inn, sols. Date of fiat, May 28. J. Lilly, sen. gent. Edgbaston, pet. cr.

CLARK, JOHN, draper and grocer, Abingdon, Cambridgeshire, June 13, at half-past ten, July 5, at two, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Ashurst, Cheapside, sol. Date of fiat, May 29. A. Caldecot, W. Powell, and J. Wilcocks, warehousemen, Cheapside, and T. Mabyn and W. Grant, warehousemen, Cheapside, pet. crs.

COLEMAN, RICHARD, and HALL, EDWIN ROBERT, ironfounders, Colchester, June 18 and July 18, at twelve, Basinghall-st. Com. Williams; Turquand, off. ass.; Tooke and Son, Bedford-row, and Phillbrick and Co sols. Date of fiat, May 28. J. W. E. Green, banker, Colchester, pet. cr.

JONES, LEWIS, corn and flour dealer, huxter, and general dealer, Barmouth, Merionethshire, June 13 and July 11, at twelve, Liverpool, Com. Ludlow; Turner, off. ass.; Clarke and Co. Lincoln's-inn-fields, Owen and Griffith, Dolgelly, and Green, Liverpool, sols. Date of fiat, May 21. E. Williams, farmer, Llanaln, pet. cr.

LINE, WILLIAM, builder, Spencer's-square, Ramsgate, June 14, at two, July 12, at one, Basinghall-st. Com. Holroyd; Groom, off. ass.; Williams, Coleman-st. sol. Date of fiat, May 21. G. Freeman, lead merchant, Blenheim-st. Oxford-st. pet. cr.

NORMAN, BENJAMIN, and BUCKMAN, TIMOTHY, ironmongers, Cheltenham, Gloucestershire, June 14, at twelve, July 16, at eleven, Bristol, Com. Stephen; Hutton, off ass.; Foster, Wolverhampton, and White and Co. Bedford-row, sols. Date of fiat, June 1. F. Walton, S. Walker, and A. Walton, factors, Wolverhampton, pet. crs.

SEDGWICK, EDWARD, scrivener, Hythe, Kent, June 11 at one, July 10, at one, Basinghall-st. Com. Evans; Johnson, off. ass.; Wise, Copthall-buildings, sol. Date of fiat, May 25. T. R. Sedgwick, farmer, Linton, Kent, pet. cr.

SMITH, JOHN, wine and spirit merchant, borough of Warwick, June 12 and July 17, at twelve, Birmingham, Com. Daniell; Bittleston, off. ass.; Heath, Warwick, sol. Date of fiat, May 28. J. Lamprey, gent. Warwick, pet. cr.

STEPHENS, TIMOTHY, umbrella manufacturer, 66, Newgate-st. and 5, Holborn-bars, City, June 14, at half-past one, July 16, at eleven, Basinghall-st. Com. Fane; Alsager, off. ass.; Taylor, South-place, Finsbury-square, sol. Date of fiat, May 31. J. Drake, cabinet maker, London-wall, pet. cr.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, May 28.

Adams, J. E. schoolmaster, Marylebone Workhouse.—*Archer*, H. T. attorney, John-st. Adelphi.—*Beer*, P. tobacconist, Plymouth.—*Daniels*, E. M. teacher in a school, Chiswick.—*Green*, G. E. out of business, Whalley.—*Hallsey*, W. cheesemonger, Derby-st. May-fair.—*Jennings*, H. out of business, Prince's-road, Lambeth.—*Johnson*, J. bricklayer, Huddersfield.—*Jones*, W. saddler, Loughborough, Northamptonshire.—*Longbottom*, J. wool comber, Worley.—*Maitland*, E. assistant to a publican, Liverpool.—*Matthews*, J. tallow chandler, Hammersmith.—*Morgan*, G. assistant grocer, Gillingham.—*Murton*, H. J. retired colonel, Hill-st. Brompton.—*Newton*, J. W. farmer, Moulton.—*Newton*, R. farmer, Moulton.—*Parker*, G. cattle dealer and pig jobber, Norwich.—*Perkin*, C. victualler, Bollington.—*Phillips*, E. out of business, Albany-st. Regent's-park.—*Reed*, F. bootmaker, Cheam, Surrey.—*Roberts*, D. printer and stationer, Manchester.—*Robinson*, J. bootmaker, Charlotte-st. Portland-place.—*Seager*, J. undertaker, Wood-st. Lambeth-walk.—*Silley*, H. out of business, Shaftesbury-st. New North-road.—*Singleton*, T. druggist, Sheffield.—*Wharton*, T. E. comedian, Mount-terrace, Whitechapel-road.

Gazette, May 31.

Blake, W. carpenter, Elizabeth-pl. Upper Holloway.—*Bradley*, W. W. clerk, St. James's cottage, Old Kent-rd.—*Carter*, T. hallier and shopkeeper, Walcot.—*Dale*, H. baker, Broadwater, Sussex.—*Edwards*, E. beer-shop keeper and builder, Gravesend.—*Francis*, W. farm steward, Llanelly.—*Garnham*, E. butcher, London-rd.—*Habbijam*, G. jun. out of business, Cumberland-st. East, Regent's park.—*Huntingdon*, J. victualler, Liverpool.—*Jenkins*, J. plumber, Praed-st. Paddington.—*Johnson*, J. barman and cigar-dealer, Coburg-pl. Old Kent-road, and Shepperton-st. Islington.—*Johnson*, T. H. traveller, Shepperton-st. Islington.—*Jones*, W. H. cordwainer, Kidderminster.—*Mackintosh*, L. R. out of business, Cleeve, Gloucestershire.—*Maltby*, E. out of business, Sneinton, Notts.—*Mann*, G. S. eating-house keeper, Bucklersbury.—*Mitchell*, J. I. tea-dealer, Gloucester.—*Norfolk*, A. porter, Reigate, Surrey.—*Penton*, G. A. agent, Salamanca-cottages, Chelsea.—*Plummer*, W. B. slopseller, St. Alban's.—*Preston*, W. S. hawker, Rupert-st. Westminster.—*Price*, J. jun. grocer, Cotton-st. Poplar.—*Riches*, J. news agent, Norwich.—*Taylor*, T. sen. brickmaker, Aston.—*Thomas*, R. victualler, Hertford.—*Townsend*, J. jun. (otherwise J. Tamworth), assistant to an undertaker, Shooter's-hill-rd.

From the Gazette of Friday, June 7.

Bankrupts.

Levet, J. carpenter, Soham, Cambridgeshire.—*Batten*, J. sheep-dealer, Tilehurst, Berkshire.—*Young*, J. laceman, Aldermanbury.—*Barnes*, W. bonnet maker, Ludgate-hill.—*Fielding*, G. ironmonger, Thame, Oxfordshire.—*Knight*, J. B. W. printer, St. James's-walk, Clerkenwell.—*Turner*, W. builder, Manchester.—*Smith*, J. L. cabinet-maker.—*Jenkinson*, G. butcher, Wolverhampton.—*Parker*, J. corn miller, Hull.—*Spence*, S. H. maltster, Leeds.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. [illegible] HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N. B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Friday, May 31.

Re DYCE SOMBRE, a Lunatic.

Jurisdiction of the Lord Chancellor over lunatics.

This gentleman having come to England,

Bethell, for the committee of the person, wished that some short interval should elapse before the hearing of Mr. Dyce Sombre's petition to supersede the commission. His clients wished to obtain evidence from Paris. There should also be a period of probation. He also asked that the medical men who had given evidence on the inquisition should be ordered to have access to Mr. Sombre.

Walpole, for Mr. Sombre.

The LORD CHANCELLOR.—I have sent Dr. Southey and Dr. Bright to see Mr. Sombre, without consultation with any one, and on my own authority. There has been a considerable period of probation, but I shall allow a fortnight, which is not an unreasonable time. The petition must come on peremptorily the first day of the sitting after the term.

Re GERTRUDE STAFFORD SMITH, a Lunatic.

Practice in lunacy—Costs of an unsuccessful attempt to supersede the commission allowed out of the estate.

In this matter three petitions had been presented; the first, upon which the discussion turned, was from Mr Tucker, a solicitor, who had conducted an attempt on the part of the lunatic to supersede the commission, to have his costs paid out of the lunatic's estate; the second was that by the lunatic, to supersede the commission; and the third was by the committee of the estate, for an order to compel Mr. Tucker to pay over a sum of money which was admitted to have been paid to him by the lunatic. The lunatic's income was upwards of 600*l*. a year, of which 500*l*. had been allowed for her maintenance. Her insanity appeared to consist in certain delusions, but in other respects little more than eccentricity was observable in her conduct. She had been found lunatic in March 1842, but in pursuance of the recommendations of the jury, she had been permitted to reside in her own abode, and was apparently under no restraint, going where she liked for more than nine months, during which time no part of the allowance of 500*l*. had been paid to her. It seems she had a hoard of money, not known to those who prosecuted the commission against her. Under these circumstances she was introduced to Mr. Tucker, and retained him to present a petition to supersede the commission. Mr. Tucker obtained copies of the affidavits on which the commission originally issued, consulted counsel, and under their advice laid the affidavits before medical men, who also saw Miss Smith, and reported her sane. No direct application was made to the committee of the estate, but when Mr. Penfold, his solicitor, heard of the proceedings to supersede the commission, he wrote to Mr. Tucker, telling him the lunatic had changed her solicitor, but making no communication as to the peculiar character of her delusions. On the petition to supersede having been presented, the Lord Chancellor had directed Dr. Southey and another physician to examine the lunatic, who reported her decidedly insane. It was, therefore admitted, that the petition to supersede the commission must be dismissed, and the only question was, whether Mr. Tucker ought to be allowed the costs of the proceedings he had undertaken. If allowed those costs, the sum he had received from the lunatic would not be sufficient to cover the amount.

Bethell and *Blunt*, for the petition of Mr. Tucker, cited *Wentworth* v. *Tubbs* (2 Younge and Collyer, Chancery Cases, 537); and *Williams* v. *Wentworth* (5 Beavan's Rep. 355).

Cooper and *Walpole*, contrà, for the committee of the estate, cited *Ex parte Ward* (6 Vesey's Rep. 579).

The LORD CHANCELLOR.—I should like to know to what extent Mr. Blunt was consulted.

The case laid before Mr. Blunt, and his opinion thereon, were handed to the Chancellor.

The LORD CHANCELLOR.—The only point on which I entertain any doubt is, from Mr. Tucker not having in the first instance communicated with the committee and his solicitor. There was a committee, and his solicitor, Mr. Penfold, wrote to Mr. Tucker, but never communicated the nature of the delusions, having been wholly silent on the subject. Neither did he allege that the proceeding was an improper one. Thus, the committee having been silent, and Mr. Tucker having acted on the advice of counsel throughout, and as he did act fairly under that advice, I think he ought to have his costs. It was not right to leave this lady entirely to herself. She has delusions, and is eccentric in her manners and habits, and it is impossible to tell what shape her insanity may take. *One order made on the three petitions.*

Saturday, June 1.

Re LUDLOW CHARITIES.

Compromise of information.

A reference having been made to the Master to inquire whether the sum of 850*l*. offered by the corporation of Ludlow to the charity trustees ought to be accepted, which was afterwards extended to consider a further offer of 1,200*l*. a year, which had been made by the corporation in consequence of investigations as to the value of the property which had been made in the Master's office; before the Master had reported, the schoolmaster, the Rev. Mr. Willis, and others, presented a memorial to the Attorney-General, in which they stated that the property of the charity in hand was worth three times the sum offered, besides a property in houses of the value of 200,000*l*.

Lloyd, for the relators, now moved for leave to withdraw the order for the extended reference, and said the Master would now report against the first reference, when the matter would come back regularly upon the report.

Sir *C. Wetherell* and *Wray*, for the memorialists.

Twiss, for the Attorney-General.

Bacon, for the corporation, said they would not offer more than 1,200*l*. a year, and resolved to stand upon their rights, and resist the claims founded on the exaggerated estimates of the memorialists.

The LORD CHANCELLOR.—Then the Master should report at once on the first order of reference. The extended order may be withdrawn. I shall reserve the costs. This is altogether independent of the hearing of the memorial before the Attorney-General, with which I shall not interfere.

DEAN AND CHAPTER OF ELY *v.* BLISS.

Tithes—Statute of Limitations—Plea—Appeal to House of Lords—Legal question—Case for opinion of court of law.

This cause was in the paper to be spoken to.

Kindersley and *Fagle*, for the defendants, suggested that the Chancellor should decide on this plea at once, without the trial of an issue at law; and that the case, being one of great importance, might go to the House of Lords unfettered by technicalities.

Lloyd, for the plaintiffs, wished a case for the opinion of the Court of Exchequer.

The LORD CHANCELLOR.—I gave no opinion on the points raised in this case, I only suggested doubts which may have a satisfactory solution in a court of law. As there are a great many cases depending upon the same points, I think they should have a solemn decision at law.

Let a case involving all the points upon the plea be stated for the opinion of the Court of Exchequer.

Re HARDCASTLE, a Lunatic.

Lunatic's will—Probate not conclusive.

Stinton, in support of a petition by the sister of deceased lunatic, who had proved his will, for payment of funds in court. The jury had found the deceased a lunatic "for three years and upwards before 1st of July, 1835." The will was dated on the 19th of April, 1835, and there were two codicils in 1828, which were in the form of promissory notes. The will was proved in the province of York, under a judicial sentence, after two years of litigation in the Ecclesiastical Court of that province.

The LORD CHANCELLOR.—I should like to see the proceedings before making any order.

Petition to stand over.

June 3 *and* 5.

SAYER *v.* WAGSTAFFE.

Taxation of solicitor's bill under 5 & 6 Vict. c. 73—Delivery of bill pending a suit—Pressure—Application to tax—Petition—Practice—Payment—Promissory note.

Where a solicitor delivers his bill of costs, and receives the amount during the progress of a suit, that is in itself such a special circumstance as will generally induce the Court to order the bill to be taxed, under 5 & 6 Vict. c. 73, although more than a year has elapsed since the delivery and payment of the bill. A promissory note given to a solicitor on an arrangement, and compromise of the bill of costs is not such a payment as will make the statute begin to run against the client, it is only a security.

The presentment of a petition to tax the bill is such an application as will prevent the operation of the statute, and, therefore, where the petition to tax was presented and answered before the expiration of the year after the payment of a bill of costs, though the solicitor was not served with the petition until after that time, it was held that the application had been made in time.

What such errors and overcharges in a bill of costs as will furnish special circumstances sufficient to induce the Court to refer the bill for taxation under the statute after a year has elapsed.

The defendant Wagstaffe had petitioned the Master of the Rolls to refer his solicitor's bills for taxation under the recent Attorneys and Solicitors Act, and an order was made for their taxation. From that order the solicitor appealed. The costs were incurred in conducting the defence to a suit in this court, of considerable importance, and these bills were delivered from time to time during the progress of the suit. The first was delivered in October 1842, the second in January, and the third in May 1843. The two last greatly exceeded the first in amount, shewing that the greater portion of the business remained to be done when the first bill was delivered. On the 3rd of November, the petitioner, with a view to discharge the first bill, gave a promissory note for the amount of the first bill, which was due and duly honoured on the 17th of November, 1842. On the 15th of November, 1843, the petition was presented; on the 16th it was answered, and on the 21st served upon the solicitor.

The MASTER of the ROLLS had held that the application to tax was made, at all events, on the 16th of November, when the petition was answered, and that in the absence of special circumstances, throwing the risk of a promissory note upon the creditor, it is only a security for, and not payment of, a debt; and that, consequently, in this case the bill was not paid until the 17th of November, when the promissory note was honoured.

Wakefield, *Cooper*, and *Moore*, for the appeal, cited *Taylor* v. *Harrison* (2 Mylne & Craig's Rep. 274); *Cook* v. *Davis* (Turner & Russell's Rep. 209); *Bramston* v. *Carter* (2 Simon's Rep. 458); *Tetley* v. *Tetley* (4 Bingham's Rep. 214).

Russell and *Stinton*, contrà, cited *Ex parte Harries* (in Exchequer, reported in the Jurist, 453); and the present case (5 Beavan's Rep. 415).

The LORD CHANCELLOR.—This is a stronger ground than a summons, for a petition states the

particular ground upon which the application is made. I am told that in a case before Lord Brougham, upon the 11th order of April, 1828, which directs orders for references for scandal to be obtained within six days, and the question was whether the order should also have been served within six days, his lordship said, "I can't write" and be served "in the order." So here the petition states the case to the judge, who desires the parties to attend: it is impossible to say that is not an application to tax.

Russell, as to special circumstances, referred to *Crossley* v. *Parker* (1 Jacob & Walker's Rep. 460); *Howell* v. *Edmonds* (4 Russell's Rep. 67). The solicitor had charged two guineas a day for attending a commission to examine witnesses in the country, but in fact his clerk only had attended.

Wakefield, in reply, referred to Lord Erskine's order, settling the scale of fee in this court, in which 13s. 4d. was the sum allowed for attending a hearing, whether the principal or clerk only attended; and said that, by analogy, in this case the solicitor is entitled to charge the full fee, though his clerk attend. (*Horlock* v. *Smith*, 2 Mylne & Craig's Rep. 495.)

The LORD CHANCELLOR.—The circumstance of a promissory note having been given indicates pressure on the part of the solicitor; and the suit still depending, the client would have found it difficult to change his solicitor. The Master of the Rolls seems to have thought the overcharges on the items of the bill furnished special circumstances for taxing the bill; but, except as to the charge of two guineas a day for a clerk, I doubt that. The mere circumstance of a cause depending does seem to be a special ground, and it was so stated by Sir Thomas Plumer. I have expressed my opinion, that giving a promissory note is not payment. I shall reserve my judgment on the meaning of the word application, and on the merits.

JUDGMENT.

Wednesday, June 5.—In *Smith* v. *Horlock*, Sir Thos. Plumer held that the pendency of the suit is sufficient to prevent payment, concluding the client from the right to tax his solicitor's bill, and *Cropley* v. *Parker* is consistent with that case. Here the alleged overcharges alone, except that of two guineas for the clerk's attendance, are not sufficient, after payment, to open the taxation. But the money was paid during the pendency of the suit, and a client cannot have his solicitor's bill taxed during the pendency of the suit without changing his solicitor. Sir Thos. Plumer seems to have considered the pending of the suit in all cases a sufficient ground for opening the taxation. It has been objected that some of the points were not raised before the Master of the Rolls, but that does not matter if they are raised here.

Order of the Master of the Rolls affirmed.

May 4 and June 1.

BOOTH v. CRESWICKE.

Speaking to minutes—Conformity of minutes with judgment—Points omitted in judgment—Practice—Delivery out of the minutes.

This case, of which the judgment is before reported, has been twice in the paper to be spoken to on the minutes.

On the 4th of May, *Wakefield*, for plaintiff, stated the minutes were not in conformity with the judgment, as the mortgagee's costs had not been provided for.

Stuart objected to any argument, as the cause had been fully heard, and judgment given.

The LORD CHANCELLOR.—Mr. Wakefield may deliver in the particulars he requires to enable me to consider whether they are matters which can now be discussed. To my judgment, the minutes are sufficient; but if it is necessary to vary the minutes of the decree as pronounced, there must be a rehearing.

June 4.—The LORD CHANCELLOR read the minutes of the decree, to which

Wakefield objected that there was an omission to provide for the mortgagee's costs and charges. Pending the cause, these costs and charges had been provided for by interlocutory orders.

The LORD CHANCELLOR.—On the motion for a rehearing it was granted upon the terms that the party applying to have the cause reheard should pay all the costs, and that the other party should be in precisely the same situation as if the rehearing had been applied for within the proper time. If that is not provided for, injustice will be done, but if my attention was not called to the point when the case was reheard, I am not in a condition to vary the decree. But in this instance I do not consider the minutes as settled; either party may be heard, for the registrar took down the four points I decided, leaving the formal parts to be added. Nor is the delivery out of the minutes material when the counsel on the one side was to prepare them, and the other side to see them. In this situation the case stands the same as if Mr. Wakefield had said, on hearing the judgment, "You have not disposed of that point;" and always considering that the basis of this decree was an arrangement, these points may be taken as having been mentioned then. If parties differ about the minutes, the case must come before me again.

Costs of the application reserved.

Re FRANKS, a Lunatic.

Costs in lunacy—Marshalling assets to pay costs—Construction of settlement.

This was a petition by the solicitors for the next of kin of the lunatic (now deceased), praying that their costs might be paid out of the produce of certain policies of assurance, as the general personal estate would prove deficient for the payment of these costs. In 1812 the deceased had effected certain policies of insurance upon his life, and mortgaged them to Pease, to secure 8,000*l.* and interest. The next day he assigned the policies, subject to the mortgage, to trustees, for the benefit of his wife for life, with remainder to his two daughters; and the settlement contained a proviso and declaration, that if any money should be paid by Franks in reduction of the mortgage, the amount so redeemed should be paid to the trustees, and on payment of all the mortgage-money, the mortgagee should assign the policies to the trustees. In 1817 he made a feoffment of certain real estates to trustees to sell for payment of debts, and afterwards to divide the surplus amongst all his children. By that deed it was directed that the two daughters should bring their shares of the policies settled by the deed of 1812 into hotchpot. The deceased had been found lunatic from 1816, but the validity of the deed of 1817 had been established on a trial at law. In the lunacy, and under the sanction of the Master, 23,000*l.* had been borrowed on annuity, out of which about 1,100*l.* had been paid to discharge Pease's mortgage, which by arrangement had been reduced to 2,800*l.* and the remainder had been paid off by selling to the insurance officers the bonuses which had accrued on the policies. This arrangement was sanctioned by the Lord Chancellor, and the costs were ordered to be taxed and paid.

Romilly, *Glasse*, and *Cole*, for petitioners, cited *Ex parte Price* (2 Vesey, sen. Rep. 407); *Barnsley* v. *Powell* (1 Ambler's Rep. 102); *Williams* v. *Wentworth* (5 Beavan's Rep.).

Tinney and *Renshaw*, *Koe*, *Wilcock*, and other counsel, for different parties, contrà. (*Ex parte Grimstone*, 2 Ambler.)

Romilly, in reply.

The LORD CHANCELLOR.—The payments on account of the mortgage debt were to be made for the benefit of the children entitled under the settlement; and the acts done by the committee under the sanction of the Court are acts done by the lunatic; therefore, the payments were made by the lunatic, of which the children are entitled to the benefit.

Petition dismissed.

Wednesday, June 5.

Re TOLSON.

Costs—Prisoner—Practice.

In this case the LORD CHANCELLOR held that the provision of the Act for the abolition of arrest on mesne process, 1 & 2 Vict. c. 110, which gives to orders of the courts of equity for payment of money the effect of judgment, was sufficiently extensive to entitle a prisoner who had been confined more than a year for non-payment of costs to his discharge.

Koe stated that it now appeared that there are other detainers against Tolson; that therefore no actual discharge could take place.

The LORD CHANCELLOR.—The order must be to discharge the prisoner so far as regards this order for payment of costs. He is in the same condition as to his personal liberty as if the creditor had agreed to his discharge, but the debt still remains.

BOOLT v. CRESWICKE.

Varying minutes of decree—Practice.

This cause was again in the paper to be spoke to on the minutes of the decree.

Wakefield.—First there was a bill by Jones against Creswicke, to obtain payment of a mortgage debt by sale; on that there was a surplus, which was paid over to the plaintiff Boolt. Some costs were incurred in obtaining payment of that money. Then there was an adverse suit of *James* v. *Creswicke*, in which the defendant's title to the mortgage estate was disputed, and in that suit the mortgagee was put to some costs. Then Creswicke had made two unsuccessful applications to open the foreclosure, the costs of which were not ordered to be paid at the time. A supplemental bill had also been filed in *Jones* v. *Creswicke*, to which Boolt was made a party, for the purpose of impeaching the mortgage. None of these costs had been provided for in the minutes of the decree.

Stuart, contrà.

The LORD CHANCELLOR.—The decree must be drawn up according to the nature of the pleadings, and if that does not meet the merits of the case, Mr. Wakefield's client must present a petition to bring the particular points before me.

Costs reserved.

PENSON v. HAYTHORPE.

Appeal—Bankrupt plaintiff—Non-prosecution of appeal by assignees—Costs.

The plaintiff, who had presented a petition of appeal, had since become bankrupt. His assignees had been brought before the Court by supplemental bill, but they declined to proceed with the appeal. On the motion of *Simpkinson*, the appeal was dismissed, without costs.

ROLLS COURT.

Saturday, Feb. 24.

CLARKE v. MANNING.

A. a partner in the banking firm of B. and Co. becomes a shareholder and a managing director of a joint stock banking company, established to carry on business on the same premises (the business of B. and Co. being removed elsewhere for the purpose of winding up), and, at the request of M. a customer of B. and Co. consents by letter, to transfer his banking account and the balance due into the books of the joint-stock company. Payments are accordingly made into, and cheques drawn by M. on the joint-stock bank, some of which being paid into the bank of C. and Co. and by it transmitted to the joint-stock bank, A. writes to C. and Co. that he had credited them with the amount. A. subsequently becomes bankrupt, and it is then discovered that the pass-book of A. and the books of the bank do not agree, and that the balance was not duly entered as promised by A. M. then brings an action against the bank to recover the balance, and the bank files a bill for relief, alleging fraud, and collusion between A. and M. and complication of accounts, &c. which is denied by the answer. An injunction to stay execution only is granted; and, on the trial at law, a verdict being obtained by the defendant in equity, he is permitted to proceed to execution on his judgment so obtained, notwithstanding allegations of equitable fraud, as negligence, &c.

The plaintiff in this cause is the public officer of the Isle of Wight Joint Stock Banking Company, and the present motion was for the purpose of restraining the defendants from proceeding at law to recover the sum of 1,977*l.* 18s. 4d. which they claimed as the balance of their account with the bank. Previously to May 1842, Messrs. Roe and Blachford were partners in the banking firm of Basset and Co.; and it being in contemplation to establish a new bank, to be called the Isle of Wight Joint Stock Banking Company, it was judged expedient to purchase the premises, &c. of the old bank, and to obtain the assistance of Messrs. Roe and Blachford, as directors, which was accordingly done, the business of the old firm being removed elsewhere to wind up. The new company arranged to purchase such of the debts due to the old firm, and to make them such advances as they thought fit; but so as not to be responsible for their liabilities. The defendant Manning, and two others, had the management of certain trust property, and kept two accounts, a deposit account and a drawing account, as such trustees, with Basset and Co. After the formation of the new company, Manning requested Blachford to transfer the account and the balance (of which the sum in dispute was a part) due to them to an account to be opened with the Joint Stock Company, which he consented to do. In August 1842, the defendants discovered the transfer had not been made, and on applying to Blachford, he informed them by letter that their cheques would be honoured to the extent of the balance. They accordingly drew two cheques of 1,000*l.* each, and paid them to their solicitor (who was also solicitor for a mortgagor to whom they were lending the money), and he paid them to Maddison and Co. of Southampton, who kept a banking account with the Joint Stock Bank. Maddison and Co. having transmitted them to Newport, Blachford acknowledged the receipt in due course, and that he had given them credit for them. This whole transaction, however, he concealed from the other directors, and no account was opened with Manning and his co-trustees till Sept. 5. On the 23rd of the same month, Manning paid in the sum of 541*l.* 14s. 10d. to Roe, and asked and obtained a new pass-book, in which that sum only was entered, and no notice taken of any other by Roe, nor had Manning ever any communication, except on that occasion, with any director but Blachford. Various payments were subsequently made into the bank, &c. Blachford alone receiving the pass-book and making the entries. In December 1843, Roe and Blachford were made bankrupts, and it was then discovered that the pass-book and the entries in the books of the bank did not agree. The defendants, in January last, brought this action at law to recover the sum of 1,997*l.* 18s. 4d. the balance claimed beyond a certain sum admitted by the bank to be due and paid into court, and received by the defendants; and the present bill was filed for relief, on the ground of collusion and fraud with Blachford, and also because the accounts were complicated, and such as could be adjusted by this Court alone. The answer denied fraud, &c.

Kindersley, for the plaintiff, moved for an injunction.

Turner, for the defendants, contrà.

The MASTER of the ROLLS stated the facts at great length, and proceeded:—The bill asks for relief, on the ground of direct fraud by concert, collusion, &c.; and to that it is answered, that such fraud, if made out, is a defence at law, and I should not interfere. To this it is replied, that the facts alleged shew fraud, which would not be a defence at law, arising from the negligent conduct of the parties; and as both that and legal fraud can be dealt with here, relief should be given. I think it is a case requiring investigation here, and the question then arises whether that investigation is to be in whole or in part. Now, why should not this Court relieve itself from what there is better machinery for investigating at law? If the action should be for the defendant at law, and legal fraud thus established, there is an end of the case. On the contrary, if the plaintiffs at law succeed in negativing the direct charges of fraud, the plaintiff in equity can strike them out, and rest on the others. I will, therefore, permit the trial to go on, but will, if necessary, stay execution till the parties come before me again.

Thursday, June 6.

The action accordingly having been tried at the last Winchester assizes before Mr. Justice Cresswell, and eighteen pleas having been pleaded thereto, and issues taken upon them all, a verdict was found upon all the counts for the plaintiffs at law, who now moved for leave to take proceedings to issue execution upon their judgment against the plaintiff in equity. This was resisted by the latter, on the ground of equitable fraud growing out of negligence, &c.

The MASTER of the ROLLS, after minutely entering into the several transactions between the trustees and Blachford, was of opinion that though Manning might have mentioned the other cheques to Roe when he paid him in the 561*l.* 14s. 10d., still his omission to do so could not be held to be a fraud; and that Blackford, being intrusted to make such arrangements, and having actually done so with Manning, Roe, the other managing director, must be held to be cognizant of the matter. If the company permitted Blackford to act for them, and did not examine into the state of their affairs, how were customers to be held answerable for that? if so, the business of mankind could not be carried on. As to the erasure, and the other charges and imputations of fraud, &c. against the trustees, he did not think them any ground to stay proceedings to take out execution. It is said that this is an end of the suit; but that is not so, for if the plaintiff succeed, they may recover the money back from the trustees. Let the defendants, then, proceed to take out execution on their judgment according to their legal right.

Wednesday, June 5.

AMES *v.* PARKINSON.

Executors directed to invest legacy-money, "in their own names," on real securities or in the public funds, a year after their testator's decease, may appropriate a mortgage security for that sum taken by the testator himself; but they ought to satisfy themselves that it is a good security, and if they do not, and it fail, they are bound to make it good.

If the mortgage-security so appropriated be paid off and the executors do not invest the money, they are liable for so much stock as the money would have purchased within a reasonable time after; but in neither case are they liable for so much stock as could have been purchased a year after testator's decease.

William Parkinson, of Thorpe, near Norwich, directed his executors twelve months after his decease to lay out, "in their own names," 1,500*l.* of his personal estate on mortgage *or* government securities for the benefit of Daniel Ames, his wife and children, and appointed Wm. Wiggett Parkinson and three others his executors, one of whom and Wm. Wiggett Parkinson were also two of three residuary legatees of the testator. On the 27th December, 1825, the testator died, leaving three of the executors surviving, who proved, acted under the trusts of the will, and paid off every thing but the 1,500*l.* legacy. In satisfaction of this they appropriated three mortgage securities of the testator's for 500*l.* 200*l.* and 800*l.* respectively. The 500*l.* mortgage being paid off, 150*l.* was applied in payment of legacy duty, Daniel Ames not being a relation of the testator, and the remaining 350*l.* invested as government securities. The 800*l.* was paid off in 1836, and never invested in any security, but placed in a bank to a separate account by W. W. Parkinson, the then surviving executor, for which he received 2*l.* per cent. and paid 5*l.* per cent. to Daniel Ames. Ames, it appears, constantly pressed him to invest the monies in stock, which he neglected to do; and in 1841 he was found a lunatic from 1840, though it was alleged that he was occasionally of unsound mind from 1834. The plaintiffs now filed their bill, and sought to charge the executors and trustees, &c. with so much stock as the 1,500*l.* would have purchased in 1826, on the ground of the securities not having been taken in their own name, an investment of part of the funds not having been made at all, and the mortgage security being insufficient. They charged neglect, &c.

The cases cited were *Marsh* v. *Hunter* (6 Madd. 295); *Hockley* v. *Bantock* (1 Russ. 141); *Stickney* v. *Sewell* (1 Myl. & Cr. 8).

Kindersley and *Busk*, for the plaintiffs.

Turner and *J. Adams*, for the defendants.

The MASTER of the ROLLS, after stating the facts, said the surviving executor must be presumed to be sane at the various times of dealing with the fund, unless it were alleged and proved that at the exact times he was of unsound mind; no satisfactory evidence to that effect was produced. As to the investment, the trustees, having a discretionary power, might appropriate the mortgages as they had done; but that did not relieve them from responsibility, for they ought to see that the security was a good one. Two of the mortgages had been paid off, and, therefore, their discretion as to those was exercised without any harm. The other (the 200*l.*) stood on a different footing. The plaintiffs could not be allowed the amount of stock which might have been purchased in 1826, for the trustees had a discretion as to investment. The 500*l.* was properly disposed of; the 800*l.* not being invested after 1836 at all, the *cestui que trust* has a right to the eventual benefit that would have accrued from it, if the discretion had been exercised. I shall look into the cases, and mention it on Friday. Accordingly,

Friday, June 7.—His LORDSHIP saw no reason to alter his opinion. The defendants were to be charged with so much stock as could have been purchased with the 800*l.* within a reasonable time after 1836; the 200*l.* mortgage only to be made good, but no more; the costs to be paid by the defendants; but they to set off so much costs as was occasioned by the allegations of insufficiency of the securities for the 500*l.* and the 800*l.*; and the defendant, W. W. Parkinson, to be recouped the difference between the 5 per cent. interest paid by him on the 800*l.* and the interest which would have been payable on the stock purchased therewith.

Friday, June 7.

JONES *v.* HORRIDGE.

The plaintiffs paying rent for premises under an agreement for a lease, being embarrassed by two claimants of the rent, refuse to pay without an indemnity, and an ejectment being brought, file their bill for specific performance of the agreement, and to stay the ejectment an injunction is granted on their paying the arrear into court, or to the defendant, without prejudice.

The plaintiffs, in 1838, entered into an agreement with one Sarah Styan, of Morben Lodge, for a lease of a place called Wood's Quay, at Machgulleth, on the river Dovey, and built thereon kilns for burning lime, &c., and paid rent from 1st July, 1838, to 1st January, 1842. Mrs. Styan having gone to Cheltenham to reside, the plaintiff Jones, asked her there to whom he was to pay the rent, and she said he was to pay it to the defendant, Horridge, to whom, it appears, she had demised the premises for fifty years, if she should so long live. In September, 1842, the plaintiff received notice from one Wymie, a mortgagee of the premises so far back as 1807, not to pay the rent to any one but him. On the 8th August, the solicitors of Horridge demanded the rent due, and the plaintiffs immediately replied, that they would not pay without an indemnity against Mrs. Styan's and Mr. Wymie's claims. This was refused, and notice to quit the premises was served on the part of Horridge. The plaintiffs then filed their bill for specific performance of the agreement, and for an injunction to stay action of ejectment. On motion to continue the injunction, it was resisted on the grounds, first, that the plaintiffs had repudiated their landlord's title, by refusing the rent without an indemnity, and had therefore incurred a forfeiture; and, secondly, that the agreement in question was waived by a parol agreement between plaintiffs and Mrs. Styan, as to the same premises. The cases cited were, *Daniels* v. *Davison* (16 Ves. 249, 17 Ves. 433); *Doe dem. Whiteman* v. *Pittman* (2 Nev. & Man. 673).

Purvis, with him *Rasch*, for the motion.

Turner, with him *James*, contrà.

The MASTER of the ROLLS.—The plaintiffs paying, within a fortnight, the arrears due into court, or to the defendant, without prejudice, let the injunction be continued, with liberty to apply.

Saturday, June 8.

GRUBB *v.* PERRING.

The production of papers proved in one cause will be ordered in another, relating to the very same subject-matter, though the parties are not all the same in both.

On Friday, the 24th May last, a motion was made by the plaintiff for the production of certain documents in another cause, of *Perring* v. *Medowcroft*, relating to the same matters. Those documents were brought in by Perring and Hicks, the executors of Jane Medowcroft, as vouchers, and are now in the Master's office.

The plaintiff, on a former day, had proved his interest on affidavit, &c., and the right being now assumed, the discussion was directed principally to the former of the orders. As to this there was a great difference among the register's clerks, &c., who had, at the desire of the Court, been consulted. Some of those officers declined giving any opinion; others thought the papers might, and others that they could not be produced.

May 8.—The MASTER of the ROLLS this day intimated that, on due consideration of the matter, he was of opinion that the plaintiff was entitled to the production of the documents if they related to the very same subject-matter as that involved in the cause of *Perring* v. *Medowcroft*, but not otherwise, and that in the meantime he was entitled to inspect them in the Master's office.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Saturday, May 25.

SHIPPERSON *v.* TOWER.

Apportionment.—4 & 5 Wm. 4, c. 22.

Where a testator directed that if any person, upon becoming beneficially entitled, either as tenant for life or in tail, to estates devised by him to trustees, should be a minor, the trustees should enter into possession, and, after providing for the maintenance of the minor out of the rents, should invest and accumulate the surplus until the said minor attained 21, and should then apply the accumulations to the same trusts as directed concerning the body of his estate, and an infant-tenant for life attained the age of 21 between the days on which the rents became payable, it was held to be a case within the above Act, and that the rents were accordingly apportionable.

George Baker, by his will, dated the 5th of July, 1833, devised all his freehold and copyhold estates to trustees in fee, in trust for his grandson, Henry John Tower, during the term of his natural life, with remainder in trust for the only son, or, in case there should be more than one son, for the first and other sons of the said H. J. Tower, severally and successively in tail male, with remainders over. The testator also gave his trustees power, at the request of the tenants for life or tenants in tail, to sell or exchange for other hereditaments in England or Wales, all or any part of the devised estates; and he directed that the estates to be purchased or taken in exchange should be subject to the same trusts as the estates sold or given in exchange, or as near thereto as could be. And the testator further directed, that if, upon any person becoming beneficially entitled to the said real estates thereby devised, either as tenant for life or in tail, he should be under the age of twenty-one years, provided such event happened within twenty-one years after the testator's decease, then it should be lawful for his trustees, during such minority or such proportionate part of such minority as should arise within twenty-one years after his decease, to enter into possession of the said estates, and receive the rents and profits thereof, and apply such part thereof as they should think proper for the maintenance of such minor, and to lay out and invest the surplus and receive the interest thereof, and make similar and repeated investments thereof, so that the said surplus might accumulate in the way of compound interest. And the testator declared that at the end of each such period of accumulation, or sooner if they should think proper, the trustees should convert the said accumulated fund into money, and apply the same in the same way as directed concerning the body of the estate. At the testator's death, H. J. Tower was a minor, and a considerable amount of stock was accumulated from the investment of the surplus rents. The dividends of this stock were payable in January and July, and the rents of the estates in May and November. H. J. Tower attained the age of twenty-one years on the 29th of June. The question was, whether this was an interest within the 4 & 5 Wm 4, c. 22, s. 2.

Wigram and *Freeling*, for H. J. Tower, submitted that there was not in this case such a determination of an interest as was contemplated by the Act (*Browne* v. *Amyot*, 3 Hare, 173, and *Re Markby*, 4 M. & Cr. 484), and therefore that the tenant for life was entitled to the whole of the dividends and rents payable on the quarter-days next following his attaining his majority.

The VICE-CHANCELLOR (without hearing the other side) said that he thought, upon the true construction of the Act, there must be an apportionment. The estates were devised to trustees to hold possession and receive the rents and profits thereof, and, after applying a portion towards the maintenance of the tenant for life, to accumulate the surplus until he attained twenty-one. It was clearly a case of an interest determinable on the tenant for life attaining twenty-one. The same rule was applicable to the dividends.

Russell, *De Gex*, *Simpkinson*, and *Toller*, for the other parties.

Thursday, May 30.

PERRY *v.* WALKER.

Pauper—Possession of property—Vexatious proceedings.

Where a person suing in formâ pauperis was possessed of property which was greater in amount than 5l. though not after payment of his debts, he was directed to be dispaupered.

Semble.—A pauper guilty of vexatious proceedings in the conduct of a suit may on that ground be dispaupered.

This was a motion made on the part of the defendant, for the purpose of preventing the plaintiff from continuing the suit *in formâ pauperis*. The application was made upon two grounds: 1st, on account of the vexatious conduct of the plaintiff in the cause; and, 2nd, because the plaintiff was not now in such a position in respect of property as to justify his suing *in formâ pauperis*. In 1842 a similar application had been made to the Court upon the first ground of the present motion, and refused; and the Vice-Chancellor accordingly considered that the evidence upon the present occasion should be confined to what had been done since that motion was made. The charge of vexatious proceedings on the part of the plaintiff was sustained by evidence, that on several occasions long affidavits had been filed in support of proceedings in the Master's office, all of which affidavits had been reported by the Master to be insufficient for the purposes for which they had been filed, and that several applications had been made to the Court for similar objects, which had altogether failed.

Cooper and *Wright*, for the defendant.

Southgate, for the plaintiff.

The VICE-CHANCELLOR said that he was not disposed to doubt the proposition that a pauper might so conduct himself in the cause as to allow of his being dispaupered, but he considered that the grounds of vexatious litigation upon which this motion was made were not sufficient. The application made in 1842, behind which he did not think he ought to go, had been refused upon certain undertakings, and from that order no appeal had been made. The grounds now suggested were urged on that occasion, or they were not. If they were, he had already decided the question, and if they were not, they ought to have been. He could not now hear it said that the case should be decided upon grounds which were not, but ought to have been, then brought forward. If what the pauper had done was under professional advice, he might not have been the only party answerable; and if it was not, then the party aggrieved might have applied to the Court for its protection.

Upon the second ground of the application, that of the pauper's possessing property, several affidavits were read, and it was proved and admitted that he was possessed of considerable property beyond the sum of 5*l.* but not after the payment of his debts. The following cases were cited. *Perry* v. *Walker* (1 Y. & C. C. C. 676); *Wagner* v. *Mears* (3 Sim. 127); Reg. Lib. 21 April, 1600; *Romilly* v. *Grint* (2 Bea. 186); *Raxworthy* v. *Raxworthy* (7 Law J. 136); *Tunstall* v. *Pruning* (Rolls, May 19, 1702); *Bartlett* v. *Smith* (Rolls, Nov. 8, 1703); *Clerk* v. *Pike* (Rolls, 1706); and *Barer* v. *Barer* (Rolls, 1700).

The VICE-CHANCELLOR.—The Court has laid down certain technical rules for ascertaining the description of persons who ought to be considered poor persons, and it is impossible for me to exercise a general discretion upon the subject. The practice at the Rolls has been to omit the words "after payment of his just debts" in the affidavit upon which the order to sue or defend *in formâ pauperis* is obtained. Considering the course the plaintiff has pursued for many years, though he appears, from time to time, to have been greatly distressed, and to have been unable to support his family without assistance, yet he was engaged in the performance of works in his trade, and in otherwise earning his living, and, further, considering that he now possesses houses, the unexpired term in which is nine years, and the rental of which is 79*l.* besides that part occupied by himself and family, the ground-rent not being more than 50*l.* and that these houses were bought by him in his own name, and while suing as a pauper in this Court, I cannot say, although the houses are equitably mortgaged for money lent to complete the purchase, that the plaintiff is in a condition to sue *in formâ pauperis*, and I must, therefore, direct that he be dispaupered.

Thursday, June 6.

MILLBANK *v.* COLLIER.

Pleading—Parties—Administration suit—Appointees of a fund partially raised.

The original bill in this case was filed by persons interested under the will of James Cliff, for the purpose of having his estate administered by the decree of the Court. By his will, Cliff devised all his real and personal estate to trustees upon certain trusts, one of which was to raise and invest the sum of 20,000*l.* This sum he directed should be held for the benefit of his wife, for her life, and after her decease for such persons as she should appoint. By a codicil to his will, the testator directed that, if necessary, the 20,000*l.* should be raised by mortgage of his real estate, and that the receipts of his trustees should be full discharges to persons paying the same, and should free them from seeing to the application thereof. The sum of 10,000*l.* had been already raised and invested, but the testator's personal estate was insufficient to answer the remaining 10,000*l.* On the 13th of January last, the testator's widow died, having made a will, whereby she apportioned this fund amongst thirty-seven persons, two of whom were already before the Court, and nominated two executors, one of whom (Collier) was a trustee under her husband's will. A supplemental bill having been filed against these executors, Collier, by his answer, set forth the widow's will, and submitted that the appointees of the 20,000*l.* were necessary parties to the suit.

Spence and *Elmsley*, for the plaintiff, argued, that it was a case within the 30th order of August 1841.

Simpkinson, for the defendant.

The VICE-CHANCELLOR thought that so far as this legacy was not satisfied by appropriation or otherwise, these appointees were not necessary parties. Those who were interested in the legacy might come in and prove, so far as it might be considered an unsatisfied legacy. He wished, however, to hear the plaintiff's counsel upon the question, whether, if the legacy has been satisfied to a certain extent, and a sum set apart for that purpose, and if it be an object to make that sum contributory to certain demands upon the widow's estate, the appointees were not necessary parties.

Spence, in reply upon this point, stated, that as the appointees were so numerous, and two of them were already before the Court, he would propose to amend the supplemental bill by stating those circumstances, to which proposition

Simpkinson assented, and

The VICE-CHANCELLOR made an order accordingly.

Tuesday, June 11.

PIDGLEY *v.* PIDGLEY.

Construction of Will—Appointment.

Where a testator, having a power of appointment by will over certain property, had, by his will, given, devised, and bequeathed, directed, limited, and appointed all the residue of his real and personal estate, or over which he had any power of appointment, to trustees upon certain trusts, without any further reference to the power, and it was admitted that the testator had no other power but that in question, it was held that the testator had duly exercised the power.

In this cause, which was being heard on further directions, the following question arose:—By the settlement, dated the 10th of March, 1797, made on the marriage of J. M. Pidgley and Rebecca his wife, it was declared that the sum of 1,000*l.* Bank Stock, standing in the names of certain trustees, should, if there were any child or children of the marriage who should attain the age of twenty-one years, be paid unto and amongst such child or children as J. M. Pidgley and Rebecca his wife, should jointly by deed, or as the survivor of them should, by deed or will, appoint. There were only two children of the marriage who attained the age of twenty-one years, viz. the plaintiff and Mrs. Patch, one of the defendants. On the 29th of January, 1827, J. M. Pidgley and Rebecca his wife by deed appointed a moiety of the Bank Stock to Mrs. Patch. Rebecca Pidgley died in her husband's lifetime. The Bank Stock was sold out, and the proceeds were lent to J. M. Pidgley upon his bond, and this continued up to the time of his death. By his will, dated the 18th of May, 1838, J. M. Pidgley, after making several devises and bequests, declared that as to all the residue of his real estate over which he had any power of appointment or other testamentary disposition, with the appurtenances, and all his estate and interest therein at the time of his decease, whether vested or contingent, in possession or reversion; and as to all his monies and securities for money, goods, chattels, rights, credits, personal and testamentary estate and effects, over which he had any right or power of appointment, or other testamentary disposition; he gave, devised, and bequeathed, directed, limited, and appointed the same, according to the quality of the estate, to trustees upon trust to raise the sum of 3,000*l.* for the benefit of his daughter and her children, and subject thereto upon further trust to pay the rents, issues, interest, dividends, and annual income thereof unto his son, the plaintiff, during the term of his natural life, and after his decease, upon trust for all and every the child and children of his said son, &c. It was admitted that J. M. Pidgley, the testator, had no other power of appointment than that given him by the settlement of 1797.

Tripp, on behalf of Mrs. Patch, submitted that by J. M. Pidgley's will there was no execution of the power, the testator having no intention of executing it. He cited *Roach* v. *Haynes* (8 Ves. 584), and *Bradly* v. *Westcott* (13 Ves. 445.)

Russell and *Follett*, for the plaintiff.

C. Bourdillon, *Wilbraham*, *Moore*, and *Hall*, for other parties.

The VICE-CHANCELLOR.—The question is certainly an arguable one. The proper construction of the will appears to be that it was the testator's intention to pass his settled and unsettled property in a mass, and as I must now assume that there is no other power, and as the testator has used the words "give, devise, and bequeath, direct, limit and appoint," I think it is right to conclude that he intended to execute some power, and this being the only power, that his intention was to execute this power.

VICE-CHANCELLOR WIGRAM'S COURT.

HALL *v.* PALMER.

Bond for cohabitation; past, or future—Turpis contractus.

Where a bond was given for past cohabitation to a woman, who continued to be maintained and visited by the obligor, but there being no evidence of subsequent cohabitation: Held, that the bond was valid.

This was a suit instituted by the plaintiff against the executors of a testator for the payment of an annuity for life, secured by bond, in consideration of cohabitation with the testator. Upon reference, the Master had found that the bond was a good and valid one, and the executors having excepted to that finding, the case was now argued upon the exceptions.

It appeared that the bond was executed by the obligor upon it being represented to him that he ought to provide for the mother of his children, for whom he had made a liberal provision; he accordingly secured her an annuity by bond, to take effect after his decease, and deposited the bond with his solicitor, but did not inform her of the matter. She continued to reside at the house provided by him, where he maintained her, and occasionally visited her.

The ground for exception to the Master's finding was, that the bond was in consideration of future, as well as of past, cohabitation.

Cooper, Q. C. and *H. Clarke*, for the exceptions

Romilly, Q.C. and *Elderton*, contrà.

Cases cited: *Annandale* v. *Harris* (2 P. W. 432); *Batty* v. *Chester* (5 Beav. 103); *Gray* v. *Matthias* (5 Ves. 285).

The VICE-CHANCELLOR.—A bond given for future, or as a motive for continuing, cohabitation, is void, as a *turpis contractus*. In this case, the inference is, that it was given for *past* to the mother of the children; she never knew of its existence, and therefore could not have been actuated by it. I cannot distinguish this case from that of *Gray* v. *Matthias*. There is no evidence, after the bond was given, of his doing more than maintaining her, and occasionally visiting her; and as to the possession of the bond, that makes no difference; for upon it being proved to have been duly perfected, it is quite immaterial in whose possession it is placed for safe custody. The exceptions must therefore be overruled.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Thursday, June 6.

SCOTT *v.* VANSANDAN.

Award—Finality—Ex parte proceeding.

Erle and *Cleasby* shewed cause against a rule to enter a verdict for the plaintiff for the sum of 1,358*l.* or such damages as the Court should think fit, pursuant to the arbitrator's award.

The cause, and all matters in difference in the cause, were referred at *Nisi Prius*, with a clause in the submission, providing that "the arbitrator should have the same power as a judge at *Nisi Prius* to adjudge as to the admissibility of evidence, and to reserve matters for the opinion of the Court." The arbitrator made his award, whereby he stated that having heard and considered the allegations submitted to him, he awarded that the verdict should stand for the plaintiff on all the issues, and that the same should be reduced to the sum of 1,358*l.* in case the Court should be of opinion that a certain commission, and the depositions of certain witnesses examined on interrogatories, were admissible in evidence; or to the sum of 1,165*l.* in case only certain of them therein specified should be admissible; or to the sum of 508*l.* in case neither was admissible. It was submitted that was bad, on the ground of its being hypothetical, inasmuch as there was no finding of any event; that, having power to state facts for the opinion of the Court, he was bound to make some finding, and should, therefore, have found with certainty, whether the evidence was admissible or not; and that the arbitrator had proceeded *ex parte*: citing, *Re Wright and The Cromford Canal Company* (1 Q. B. 98); *Barton* v. *Ransom* (3 M. & W. 326); *Anderson* v. *Fuller* (4 M. & W. 470); *Scott* v. *Vansandan* (1 Q. B. 102).

Platt and *Peacock*, contrà, contended that the award was sufficiently final, and that the arbitrator did not proceed *ex parte* until the defendant had full notice of the meetings, and refused to recognize the abitrator's authority: citing [illegible] v. [illegible] (Ex. E. T. 1844, 3 Law T.)

By the Court.—The objection as to the finality of the award is not tenable, because the plaintiff is entitled to have the verdict entered for him for the smallest amount, at any rate. If he is satisfied with that, there is an end of the matter; and it is only in the case of his thinking himself entitled to the larger amount, that it is necessary for him to come here. With respect to the arbitrator proceeding *ex parte*, it is clear the defendant had notice of the meeting, and did not choose to attend, and in such case the arbitrator has a right to proceed *ex parte* without further notice, and was therefore perfectly justified in what he did. With respect to the amount for which the verdict is to be entered, we will take time to consider. *Cur. adv. vult.*

Reg. v. Justices of Merioneth.

Costs allowed by Quarter Sessions on appeals.

Jervis shewed cause against a rule for a *mandamus* against the said justices, commanding them to enter continuances and hear an appeal against an order of magistrates for the removal of a pauper from the parish of Llangar to the parish of Lanyo, in that county. On the 30th of January the appellants gave notice of their intention to appeal, and the grounds of appeal were served in March. On the 29th of March, after service of the grounds of appeal, a *supersedeas* was served, and on the 9th of April the respondents went again before the magistrates, and obtained a fresh order of removal. The sessions were held on the 12th of April, and on that day the respondents tendered the sum of two guineas to the appellants in respect of their costs. This the appellants refused, on the ground that at that time a considerably greater sum had been expended by them in preparing for the sessions, and accordingly applied to the Sessions for leave to enter the appeal, but they refused to allow it to be entered, on the ground that there was an order of Sessions providing that the sum of 30s. only should be allowed on appeals against orders of removal tried in such court, and that, therefore, the appellants might have got two guineas for their costs, which is twelve shillings more than they could have got by going to the sessions.

Yardley, for the justices.

Welsby, in support of the rule, submitted that the appellants had a right to enter their appeal, according to the decision of this Court in *Reg.* v. *Townstall and Stayley* (2 P. & D. 676, S. C. 3 Q.B.), and that it could hardly be that the Sessions would have applied their rule to such a case as the present, when it was known that much larger costs had been incurred.

By the Court.—We do not interfere as to the amount of costs, although we are well aware they frequently are not given on a remunerative principle; but after *Reg.* v. *Townstall and Stayley*, we can hardly do otherwise than grant the writ, although we should probably be hardly right in doing so if we thought the justices would maintain their practice. Still, as it is probable the will alter their rule, and pay costs according to the merits of the case, the writ may go. *Rule absolute.*

Friday, June 7.

Elgood v. Bullock.

Demurrer—Unreasonable by-law.

Trespass for breaking and entering the plaintiff's booth in a certain fair at Angel Hill, in the town of Bury St. Edmunds.

Plea—That the plaintiff wrongfully erected the said booth contrary to a by-law of the said town of Bury St. Edmunds, whereby, amongst other things, the defendant, as mayor of the said borough, upon the requisition of three inhabitants of the said borough, was authorized to require the plaintiff to remove the said booth, and in default of his so doing, was empowered to remove it.

Demurrer.

The defendant pleaded, secondly, that Angel Hill is a public highway, and that the said booth was wrongfully erected thereon, wherefore the defendant, as such mayor, removed the same.

Replication—De injuriâ.—Demurrer.

Gunning, in support of the demurrer to the 1st plea, citing Com. Dig. By-law, c. 3; Com. Dig. Trade, *Monopolies* case (11 Rep. 87, *b*); *Ipswich Tailors'* case (*ib.* 54, *a*); *Wood* v. *Searle* (Bridgman's Rep. 139); 5 & 6 Wm. 4, c. 76, s. 51; *Stationers' Company* v. *Salisbury* (Comb. 221).

Watson (*Gurdon* with him), contrà, citing Com. Dig. Bye-law, B. 3; *Fyson* v. *Smith* (6 A. & E. 745).

By the Court.—This by-law goes much further than any policy can allow, for it is clearly unreasonable that the plaintiff should be allowed to erect his booth, and then, upon the mere complaint of three householders, without his being heard, the mayor should be authorized to go and pull it down.

Judgment for the plaintiff.

Upon the demurrer to the replication, *Cur. adv. vult.*

Gifford v. Whittaker.

Demurrer.

Assumpsit, for money had and received.

Plea, that after the accruing of the debt in the declaration mentioned, the defendant had certain sums of money owing to him, equal to the moneys owing by him to the plaintiff; that he then gave the plaintiff an irrevocable authority to receive the same, and that he had the option of receiving the same, but did not.

Demurrer.

M. Smith, in support of *demurrer*, was not heard.

Watson (*Cowling* with him), contrà, citing *Chamberlain* v. *De la Rée* (2 Wilson, 353); *England* v. *West* (Q.B. H.T. 1843); *Smith* v. *Ferrand* (7 B. & C. 24); *Horsefall* v. *Fauntleroy* (10 B. & C. 755).

Judgment for the plaintiff.

Saturday, June 8.

Reg. v. The Governors of St. Andrew's, Holborn.

Every person having the collection, &c. of moneys assessed for the relief of the poor in any parish, is bound to account to the auditors of the Poor Law Commissioners, notwithstanding he has already accounted to the auditors appointed under a local Act of Parliament: and that, not simply for so much of the rate as is actually applied for the relief of the poor, but for the whole amount collected, although a part of that amount is applied to other purposes than the relief of the poor.

In this case a *mandamus* had issued to the defendants, commanding them to account for the poor-rate of their parish to the auditor of the Poor Law Commissioners. The defendants returned that they had accounted, and also that they were not bound to account, and issue was taken upon that return. At the trial, the jury found a verdict for the Crown, and a rule had been subsequently obtained to set that verdict aside, and to enter a verdict for the defendants. The case was argued on the 27th April last, when two questions were raised: first, whether the defendants, having accounted to the auditors under a local Act of Parliament, were also bound to account to the auditor of the Poor Law Commissioners; and, secondly, if they were, whether the parish, being governed by such local Act, was bound to account to the auditor of the union for the whole of the rate collected, which included poor-rate and water-rate, and out of which other things, besides the mere relief of the poor, had always been provided for, or only for that part of it which was actually applied to the latter purpose.

Denman, C. J. now delivered the judgment of the Court.—In this case, two questions were proposed for our consideration: first, whether the defendants, having accounted to the auditors under the local Act of Parliament, 6 Geo. 4, they were also bound to account to the auditors appointed to act as auditors by the Poor Law Commissioners under the New Poor Law Act; and, secondly, if that be so, whether the account stated by them was sufficient under the provisions of that Act. With respect to the first question, we are clearly of opinion that the defendants are bound to account to the latter auditors, although they have already accounted to the auditors appointed under the local Act; that was decided by the case of *Reg.* v. *The Poor Law Commissioners, Alstonefield Incorporation* (11 A. & E. 558). As to the second point, it was contended that the defendants were not bound to account to the auditors of the Poor Law Commissioners for all accounts of the sums received by them, but only for so much of the produce of the rates as was raised for, and applied to, the relief of the poor. The whole rate is estimated at more than 6,000*l.*; but not more than one-half of that sum is applicable to the relief of the poor; the residue is applied to the police-rate, county-rate, payment of principal and interest of money borrowed, and various expenses attendant on the carrying out of the provisions of the Act. The defendants did account for so much of the moneys received by them as were applied to the relief of the poor; but it was objected they ought to have done so as to the residue, which was applied for other purposes. By the 46th section of the Poor Law Amendment Act, it is provided, that the commissioners may direct the guardians of any parish or union to appoint such officers as the commissioners shall think necessary for the examining and auditing, allowing and disallowing of accounts in such parish or union. In pursuance of this power, the commissioners did direct the guardians of the Holborn Union, of which the district in question forms a part, to appoint auditors to examine the accounts, and ascertain whether the expenditure was such as is authorized to be made by the Act.

The 47th section of the Poor Law Act provides, that every person having the collection, receipt, or distribution of the moneys assessed for the relief of the poor in any parish or union, shall, at the times therein mentioned, make and render to the auditors appointed to examine, audit, allow, or disallow such accounts, a full account of all moneys, matters, and things committed to their charge.

With respect to this section, two things may be observed: first, that the accounts are to be rendered to the persons appointed to act as auditors by the Poor Law Commissioners; and, secondly, that the accounts are to be made of *all* moneys committed to their charge: that would apply to all moneys, whether raised by means of the poor-rate or otherwise. It therefore appears that, by the terms of the 46th and 47th sections, the defendant is bound to account to the officer appointed by the order of the Poor Law Commissioners, not only for so much as is applied to the purposes of the Poor Law Act, but for the whole amount of the money raised by this rate; consequently, the return is insufficient, and the verdict at present entered ought to stand. *Rule discharged.*

Monday, June 10.

Reg. v. The Mayor of New Windsor.

Borough-rate—Assessment of parish—Excessive rate.

Byles, Serjt. and *Peacock* shewed cause against a rule for a *mandamus* commanding the defendant to insert the name of James Thomas Bedborough on the burgess-roll of that borough.

It appeared that the borough of New Windsor consists of the several parishes of New Windsor, Clewar, and Lower Castle Ward, part only of the two former being within the borough, and the third extra-parochial. An order of the town-council was made that a borough-rate, calculated at 6d. in the pound, be made upon the under-mentioned parishes, viz. New Windsor, 519*l.* 3s.; Clewar, 119*l.* 2s.; and the Lower Castle Ward, 31*l.* 11s. 6d. The overseers made a rate of 7d. in the pound upon the parish of New Windsor. This Mr. Bedborough declined to pay, but he tendered the amount of the rate at 6d. in the pound, which the overseers rejected, and thereupon the mayor refused to put his name on the burgess-roll, upon the ground of the non-payment of rates and taxes as required by the Act of Parliament. The present rule was obtained on two grounds: first, that the rate was bad as being larger than authorized by the order of council, and, in reality, producing 614*l.* 10s. 9d. instead of 519*l.* 3s.; and, secondly, assuming it to be good, the non-payment thereof did not disqualify a party from being on the burgess-roll of the borough. It was submitted that the mayor was justified in his refusal; that the rate was in the nature of a county-rate, to which the whole parish, and not the individual inhabitants, are assessed; and against which it was not competent to the inhabitants, but only for the parish at large, to appeal; therefore, until the objection should be taken by the parish of New Windsor, the validity of the rate could not be disputed by any single rate-payer; and, moreover, that it appeared, from the affidavits, that the amount assessed upon the parish could not be raised by means of the 6d. rate, on account of the number of uninhabited houses therein; citing 5 & 6 Wm. 4, c. 76, ss. 9, 92; 6 & 7 Wm. 4, c. 104, s. 5; 7 Wm. 4 & 1 Vict. c. 78, s. 29; 7 Wm. 4 & 1 Vict. c. 81, ss. 1, 3; 55 Geo. 3, c. 51; *Rex* v. *Inhabitants of Blackawton* (10 B. & C. 792); *Rex* v. *Justices of Westmoreland* (*ib.* 226); *Anon.* case (Loft Rep. 398); *Rex* v. *Palmer* (2 East, P. C. 98); *Re Lords of Treasury* (1 My. & Cr. 676).

Whateley, contrà.

The Court held the rate bad, and, therefore, intimated no opinion on the second point.

Rule absolute.

Macarthy v. Nepean.

Upon a feigned issue under the Tithe Commutation Act, with several counts, to try the validity of an equal number of moduses, as to some of which the plaintiff succeeds, and the defendant as to the remainder, neither party is entitled to the general costs of the issue. Form of order as in Lewis v. *Holding* (2 *M.* & *G.* 885).

Crowder, *Moody*, and *Bayley* shewed cause against a rule obtained by the plaintiff calling on the defendant to shew cause why he should not deliver up the *postea* to the plaintiff.

This was a feigned issue, under 6 & 7 Wm. 4, c. 74, s. 46, directed by way of appeal against the decision of the Tithe Commissioners, to try the validity of three moduses which the commissioners had found to exist. There were three counts in the declaration, each having reference to a particular modus. At the trial, the defendant proved two moduses, and it was thereupon agreed that a verdict should be taken for the defendant upon two of the issues, and for the plaintiff on the third. It was submitted that it must be added as a condition that no general costs of the issues directed by the learned judge be paid by either party, but that the defendant do pay costs to the plaintiff, as well interlocutory as otherwise, as have been occasioned by trying the issue found for the plaintiff, and that the plaintiff pay similar costs to the defendant on the issues found for him, according to the rule laid down in *Lewis* v. *Holding* (2 M. & G. 885).

Butt, contrà.

By the Court.—This case cannot be distinguished from that of *Lewis* v. *Holding*, and, therefore, the same rule must be drawn up as in that case.

Rule absolute accordingly.

Herbert v. Sayer.

Amendment of record.

Willes shewed cause against a rule calling on the defendant to shew cause why the record, and the transcript thereof, should not be amended by entering

thereon an order of Williams, J. enabling the defendant to withdraw the first five pleas to the declaration, and for leave for the plaintiff to enter a *retraxit* in pursuance of that order. (See *ante*, p. 159, vol. 3, where the rule is erroneously reported to have been refused.)

Erle and *G. Atkinson*, in support of the rule.

By the COURT.—The defendant made his election when he wanted to strike out the first five pleas, and cannot now object to the plaintiff's doing what he himself applied to have done. *Rule absolute.*

Tuesday, April 11.
Argued 29th May.

REG. v. THE SOUTH-WESTERN RAILWAY COMPANY.

Appeal against poor-rate—Amending rate defective by reason of the omission of the declaration of churchwardens and overseers—Time of Appeal.

Kelly and *Archbold* shewed cause against a rule for a *certiorari* to bring up an order of the Court of Quarter Sessions of the county of Berkshire, for the purpose of being quashed. It appeared that two poor-rates had been respectively made on the 22nd November, 1842, and the 24th February, 1843, but that the declaration required by the 6 & 7 Wm. 4, c. 96, s. 2, to be signed by the churchwardens and overseers of the parish, had been omitted. These rules, omitting the declaration, had been afterwards allowed by two magistrates. The error was subsequently discovered; and, upon that discovery, the parish officers cancelled the allowance of the magistrates, and inserted the required declaration. They then proceeded before two other magistrates on the 25th and 26th March, 1843, and the 1st and 2nd April, 1843, to have the allowance made in the amended form, but without altering the original date; and the rate was then allowed. A party of the name of Britnell thereupon appealed against the two rates. The appeal came on to be heard at the Midsummer Quarter Sessions in June 1843, and the rates were then quashed, and an order, dated the 27th of June, 1843, made under the statute, that new rules be made in lieu thereof; new rules were accordingly made in lieu thereof under the order of sessions, on the 14th and 22nd of July respectively. Against these the South Western Railway Company, who had not appealed against the former rates, now appealed. The appeal came on to be heard at the Michaelmas Quarter Sessions, and by an order of the 17th of October, 1843, both rates were confirmed. The present rule was obtained for the purpose of quashing the orders of sessions of the 27th of June, 1843, and the 17th of October, 1843, respectively; and the grounds on which it was moved for were, that these rates having been originally made, the one in November, 1842, and the other in February, 1843, no appeal could be against them except to the next practicable Quarter Sessions, and consequently the appeal to the Midsummer Sessions was too late, and that this was not a matter of practice but of jurisdiction; that the next practicable sessions having been allowed to pass, the Midsummer sessions had no jurisdiction at all, and therefore the orders were altogether void.

2ndly. That the appeal by Britnell against the rates in question was matter of arrangement between the parties, and that he was not a hostile appellant.

3rdly. That the rates were prospective.

4thly. That they were bad for including profits of trade.

The first ground was the only one relied on in the argument. It was submitted that there was a preliminary objection to the South Western Railway Company being heard, viz. that they were no parties to the appeal at the Midsummer Sessions, and not having objected then, they could not do so now; that although they might have a right to bring up the order of the Michaelmas Sessions to be quashed, they had no right to be heard on the June order, first, because they were no parties to it, and secondly, because they were not interested under it. With respect to the question of jurisdiction it was submitted that the time for appealing was to be calculated, not from the time of the original allowance of the rates, but from the date of the final allowance, on the 25th and 26th of March and 1st and 2nd of April, and, that the appeal was therefore in perfect time; at any rate, the objection not having been made at the June sessions, they had jurisdiction to make the order: citing 6 & 7 W. 4, c. 96, s. 2; 17 Geo. 2, c. 38, s. 4; 49 Geo. 3, c. 124; *Rex* v. *Bass* (5 T. R. 251); *Reg.* v. *Abergele* (8 A.& E. 394); *Reg.* v. *Fordham* (11 A.&E. 73).

M. D. Hill and *Corrie*, contrà citing *Rex* v. *Standard Hill* (4 M. & Sel. 378); *Rex* v. *Atkins* (4 T. R. 12); *Rex* v. *Coode* (1 Bott. 276); *Rex* v. *Justices of Worcestershire* (5 M. & Sel. 457); *Rex* v. *Wavell* (1 Dougl. 115); *Much Waltham* v. *Perrin* (2 Salk. 474); *Muskett* v. *Drummond* (10 B. & C. 353); *Green* v. *Elgie* (1 Dowl. 344); *Christy* v. *Unwin* (3 P. & D. 204); *Reg.* v. *Martin* (2 Q.B. 1037); *Rex* v. *Justices of Oxfordshire* (1 M. & S. 446); *Governors of Bristol Poor* v. *Wait* (1 A. & E. 264).

By the COURT.—The case is attended with some difficulty, owing to the suggestion of our being called on to review the decision of the Court of Quarter Sessions upon the facts of the case. We disclaim any authority to interfere with that, and accordingly our decision depends, in a great degree, upon the orders themselves, the affidavits having in no degree been relied on, except so far as they bear on the question of jurisdiction. By the former of the two orders of sessions, dated 29th June, 1843, two rates for the relief of the poor had been quashed; and from the statement, it appears that the former was made on the 22nd November, 1842, and the latter on the 24 h February, 1843; therefore, as to the one, two quarter sessions had passed, and as to the other, one quarter session had passed; and consequently, as to them the time of appeal had passed inasmuch as there is no entry of respite, or entry of any kind to shew that the Midsummer Sessions had jurisdiction. Now both these rates wanted the declaration required by the statute to be made by the churchwardens and overseers, and were therefore void; but it was contended that *fresh* rates had been made and allowed by the justices on the 26th March and 1st April, 1843, with respect to which, the appeal was in time. That, however, is wholly unsupported by the facts of the case, from which it is perfectly clear that the *old* rates remained, and that nothing more was done to them than the adding of the signature of the parish officers at the foot; consequently, the sessions had no jurisdiction to make the order of the 27th June, and therefore all the orders of sessions must be quashed. *Rule absolute.*

BUSINESS OF THE WEEK.

Thursday.

REG. v. JUSTICES OF LANCASHIRE.—*Watson* and *Cardwell* shewed cause against a rule calling on the said justices to shew cause why a writ of *mandamus* should not issue, commanding them to enter continuances and hear an appeal against the conviction of the inhabitants of Marsden for the non-repair of part of the Rochdale and Manchester turnpike-road, and to apportion a fine of 800*l*. imposed on the said inhabitants, between the said inhabitants and the trustees of the said road, together with the costs thereof. *Cowling*, in support of the rule. The COURT gave judgment on Monday, the 10th inst. on the ground that the Rochdale Act, by which the road in question was regulated, was an improvement Act, and, therefore, within the exception contained in the statute of 7th Vict.

Rule discharged with costs as against the justices.

CRUTCHLEY v. THE LONDON AND BIRMINGHAM RAILWAY COMPANY.—*Fitzherbert*—To discharge a judge's order putting the plaintiff under terms of pleading issuably. *Rule nisi.*

DOE *dem.* BURGESS v. ROE.—*Horn*—To set aside a judge's order. *Rule nisi.*

Friday.

Re JOHN FULLER.—*Gunning* moved for a *habeas corpus*, directed to the keeper of the county gaol at Huntingdon, to bring up the body of the said John Fuller, who is in his custody, by virtue of an order of justices under stat. 11 Geo. 2, c. 19, on the ground that the justices who made the order had not heard the complaint; and that the justices who signed the warrant had not made the order. citing *Jones* v. *Jurdon* (1 Q.B. 600); *Rex* v. *Davis* (5 B. & Ad. 551). *Rule nisi.*

EDWARDS v. RICHARDS. *Struck out.*

WHITEHEAD v. HARRISON.—*Demurrer* to a plea traversing the common bailment in an action of *detinue*.—*Addison*, in support of the demurrer. *J. Henderson*, contrà. *Cur. adv. vult.*

Saturday.

DOE *dem.* ANGELL v. ANGELL.—*Shee*, Serjt., *Petersdorff*, and *Bovill* shewed cause against a rule to set aside the verdict for the plaintiff and to enter a nonsuit, or for a new trial. *Thesiger*, S. G., *Humfrey*, and *Peacock*, contrà, not heard.—Part heard.

RUNDLE v. LITTLE.—This was a motion for a new trial, on the ground of the admission of improper evidence. The COURT gave judgment to-day, and made the *Rule absolute.*

FOSTER v. TOUDE.—Argued May 27. The COURT gave judgment to-day, and discharged the rule with costs. *Rule discharged.*

APTED v. TICKNER.—*Platt*—To stay proceedings in the action upon the payment of costs by the plaintiff. *Rule nisi.*

BARTRUP v. MILLS.—*Bovill*—To stay proceedings in an action for wrongful distress. At the trial, the judge intimated an opinion that the case was one for a shilling damages, and thereupon a juror was withdrawn by consent of both parties. Notwithstanding this, the plaintiff now persists in going on with the action; citing *Frescati* v. *Lawson*. *Rule nisi.*

TODD v. STEWART.—*Rawlinson*—Rule to enter the judgment *non obstante veredicto* on the third and fourth issues; citing *Palmer* v. *Temple* (9 A. & E. 508). *Rule nisi.*

Monday.

BISSE v. WYNDHAM (argued on the 8th May).—The COURT gave judgment to-day, and discharged the rule. *Rule discharged.*

HARE v. BARSTOW (argued on the 12th January).—The COURT gave judgment to-day, and made the rule absolute to enter a nonsuit. *Rule absolute.*

REG. v. MAYOR, ALDERMEN, AND BURGESSES OF SANDWICH.—*Kelly* applied to enlarge the rule. *Thesiger*, S.G. contrà.

Rule absolute for mandamus.

REG. v. THE COMMISSIONERS OF SEWERS FOR THE TOWER HAMLETS.—*Kelly*, *Moody*, and *Willes* shewed cause. *Mr. Scales*, contrà.

Cur adv. vult.

WILLIAMS AND OTHERS. Executors v. DOWNMAN.—*Evans* and *John Henderson* shewed cause. *Chilton* and *E. V. Williams*, contrà.

Cur. adv. vult.

Tuesday.

BARRY v. ARNAUD (argued on the 27th May).—The Court gave judgment to-day.

Judgment for the defendant.

REG. v. THE BISHOP OF RIPON.—*Erle* and *H. Hill*, shewed cause against a rule for a mandamus to the said bishop, commanding him to allow inspection of a certain deed of presentation, and of the registry thereof.

Thesiger, S. G. and *Ogle*, contrà.

Rule discharged.

REG. v. THE MAYOR AND CORPORATION OF LONDON.—Mandamus commanding them to appoint Mr. W. H. Ashurst an attorney of the Lord Mayor's Court. The question in dispute is, whether this Court is within the provisions of 6 & 7 Vict. c. 73?

The COURT observed that the question was too important to be discussed in that form, and could be better considered on the return of the mandamus.

Rule absolute.

REG. v. THE HARBOUR MASTER OF WISBEACH.

Referred to Master.

REG. v. ST. MARY OTTERY.—*Erle* shewed cause. *Rogers*, contrà. *Rule absolute.*

REG. v. MOORE, CLERK, AND ANOTHER.—*Bull* shewed cause. *Erle*, contrà.

Rule absolute.

Re THE TITHE COMMISSIONERS IN THE PARISH OF YETRADGUNLAIS, BRECON.—*Thesiger* S. G. and *Attree* shewed cause for Tithe Commissioners. *E. V. Williams*, for Mr. Hanbury Leigh. *Chilton*, in support of the rule. *Cur. adv. vult.*

HALL v. LAX.—*Kelly* and *Lee* shewed cause against a rule to set aside a warrant of attorney and the judgment thereon, and an annuity-deed; *Erle*, contrà.

Referred to Master.

Re JAMES BROWN.—*Crowder*, *Barstow*, and *Polden* shewed cause; *Erle*, contrà.

Rule discharged on payment of costs by the defendant.

COURT OF COMMON PLEAS.

Thursday, June 6.

KEELE v. WHEELER.

The defendant agreed, through an agent, to purchase of the plaintiff certain securities known as Old Pier Bonds. Bonds of this description were understood in the market to bear 5l. per cent. interest. The plaintiff delivered Old Pier Bonds, on which was indorsed a memorandum, made prior to their execution, for the agreed acceptance of 4l. per cent. interest only, in discharge of the interest on the bonds. The plaintiff was not guilty of any fraud, and intended only to sell bonds at 4l. per cent. interest, and the defendant's agent kept the bonds for two days, before the memorandum lowering the rate of interest was discovered. In an action for refusing to accept, Held, that the bonds were not such as the defendant was bound to take, and that the contract had failed through the plaintiff's laches, in not informing the defendant or his agent of the memorandum on the back of the bonds.

Talfourd, Serjt. (*Ball* with him), shewed cause against a rule obtained by the plaintiff for setting aside the verdict found for the defendant, and entering one for the plaintiff for 800*l*. pursuant to leave reserved by the learned judge at the trial, if the Court should think that the plaintiff was entitled to a verdict from the facts of the case, notwithstanding the finding of the jury upon the questions left to them by the learned judge.

The declaration was in *assumpsit*, for not accepting eight Southampton pier bonds, known by the name of Old Pier bonds, alleged to have been sold by the plaintiff to the defendant, at 100*l*. apiece. The defendant had pleaded *non-assumpsit*, and, also that he did not buy, nor did the plaintiff sell to him these securities. At the trial, before Wightman, J. at the last Lent assizes for Winchester, it appeared from the evidence that the plaintiff was possessed of eight bonds, originally granted by the commissioners of the port of Southampton, under a local Act (43 Geo. 3, c. 21), to a Mr. Maddison, for securing each the sum of 100*l*. and interest on the dock dues, such interest not exceeding 5*l*. per cent. per annum; but on the back of the bonds there was a memorandum to the effect that Maddison would receive 4*l*. per cent. in discharge of the interest, provided the treasurers should pay the same on the days it became due. This memorandum was made before the execution of the bonds. The known usual interest the Southampton Old Pier bonds bore was 5*l*. per cent.; but for some private

person Maddison advanced the money to the commissioners at 4l. per cent. only, and the bonds so given to him therefore had the above memorandum indorsed on them. The defendant, through a person of the name of Clark, as his agent, agreed with the plaintiff for the purchase of eight Old Pier bonds at par. The bonds in question to Maddison were shewn and given by the plaintiff to Clark, and remained in his possession for two days, at the expiration of which time, and when the purchase-money was about to be paid, it was discovered that the interest was limited to 4l. per cent. and the defendant in consequence refused to complete. The learned judge left it to the jury to say whether the bargain was or was not for Old Pier bonds of the ordinary form, and at the usual interest. The jury found that the plaintiff intended only to sell bonds at 4l. per cent. interest, but that the bargain was for Old Pier bonds at the usual interest they bore, which was 5l. per cent.

It was submitted that the memorandum indorsed being made at the time, and before the execution of the bonds, formed part of the security itself, and that if not at common law, at all events in equity, the instrument would be discharged on payment of interest at 4l. per cent. and therefore the bonds were not what the defendant had contracted for. *Lyburn* v. *Warrington* (1 Starkie's C. 162), and *Simpson* v. *Vaughan* (2 Atk. 32), were cited.

Gaselee, Serjt. (*Crowder* and *Kinglake* with him) in support of the rule, contended that the correspondence by the letters was merely introductory to the contract which arose when the bonds in question were shewn to and delivered to Clark, and that the defendant, therefore, by his agent, must be deemed to have contracted for the bonds he had, or else that these bonds were in fact bonds at 5l. per cent. and the memorandum on the back of them, though binding on Maddison, would not be so on the defendant.

TINDAL, C.J.—I think that the verdict which has been found should stand. The question here arises on a contract, by which the defendant agreed to purchase what were understood to be bonds, although strictly they were not bonds. When the contract is about to be completed, it is found that the bonds have on the back of them a certain memorandum; did this or not vary the original instrument? The original instrument is in the nature of an annuity on the docks of Southampton, which is in no event to exceed 5l. per cent. interest on the 100l. advanced, but until the 100l. is paid off, the interest would vary according to the dues received on the harbour. Now it appears that 5l. per cent. interest was the rate which Old Pier bonds bore in the market. The memorandum appears from the evidence to have been written before the instrument was executed, and as it also bears date the same day, the presumption therefore is that it was all one transaction. By that memorandum it appears Maddison agreed to take interest at the rate of 4l. per cent. That being the state of these eight bonds, it appears that the plaintiff was desirous of selling them, and Clark acted as the agent of the defendant, who wanted to invest money on Old Pier bonds. Now no one can doubt, that when eight Old Pier bonds were offered to the defendant, without any thing being said to call his attention to the memorandum in question, the presumption would be, that he was purchasing Old Pier bonds understood to bear 5l. per cent. interest. There being no fraud on the part of the plaintiff, the question therefore is, on which side is there the greater *laches*. Now the plaintiff at the time knew that the bonds he held bore only 4l. per cent. interest; and he knew also that the general understanding was, that Old Pier bonds bore 5l. per cent. interest. The plaintiff, therefore, was guilty of *laches* in not disclosing to defendant or Clark the existence of the private memorandum on the bonds, lowering the rate of interest to 4l. per cent. The only *laches* which can be imputed to the defendant is, that his agent Clark did not, during the two days the bonds were in his possession, viz. from the 14th to the 16th Sept. find out the interest which they in fact bore. I do not see that there was any duty on his part to look at the bonds, and therefore the *laches* were less on his part than those of the plaintiff; besides, the plaintiff is not deprived of his bonds, and has sustained no injury; but if the defendant should be compelled to pay a larger sum than the bonds were worth, in consequence of this difference in the rate of interest, he would by so much be a loser. It was by the plaintiff's own fault that the contract failed, and he must therefore abide by the consequence.

COLTMAN, J.—Although a bond cannot be varied by a parol contract, yet as what took place was all at one time, and formed one transaction, I have no doubt that in Chancery the party would be bound to accept only 4l. per cent. interest on these bonds. I think, also, the jury have come to a reasonable conclusion. The defendant was buying bonds, which he supposed were at 5l. per cent. interest. The circumstance of the bonds being kept for two days has certainly an operation in the case; it has a tendency to shew that the bargain was not for bonds at 5l. per cent. interest; but still it does not preclude the defendant from shewing what was the nature of the contract.

CRESSWELL, J.—The bonds offered for sale were described as Old Pier bonds; now, according to the evidence, that meant bonds which bore a rate of interest at 5l. per cent. The plaintiff only intended to sell bonds which bore 4l. per cent. interest, and there is no fraud imputed to him; yet having, in fact, described them as carrying a greater rate of interest, both parties must be considered as contracting on the footing of such description. The jury have not found any acceptance by the defendant, or his agent, of the specific bonds in question, therefore, unless they are bonds which bear the rate of 5l. per cent. interest, the defendant is not bound to accept them. These are not such bonds; the memorandum on the back is, I think, a binding agreement to accept only 4l. per cent. interest, and is within the authority of the case *Burgh and Others* v. *Preston* (8 T. R. 483); at all events it is binding in equity.

Rule discharged.

NEEDHAM *v.* BRISCOE.

Practice—An application to enlarge a peremptory undertaking, if made only the day before the day of trial, is too late.

Gaselee, Serjt. moved to enlarge the plaintiff's peremptory undertaking. The undertaking had been to try at the second sittings in London, being the day subsequent only to that of the present application.

By the COURT.—The application is made too late. If we were to grant a rule to shew cause, the plaintiff would have all the benefit of a rule absolute.

Rule refused.

HANES *v.* KIMBER.—*Byles*, Serjt. (*Kinglake* with him) shewed cause against a rule for setting aside verdict found for the plaintiff as being against evidence. *Talfourd*, Serjt. in support of rule. *Rule discharged.*

WOOD *v.* WEATHERBY and ANOTHER.—The interpleader rule in this case was enlarged until the disposal of the cause in the Court of Exchequer.

Rule accordingly.

GERISH *v.* CHARTIER.—*Shee*, Serjt. moved, in behalf of the plaintiff, for a rule for a new trial, on the ground of verdict being against evidence, and of inadmissible evidence having been received at the trial. *Rule nisi on the latter ground only.*

Friday, June 7.

BEDELLS and OTHERS *v.* MASSEY.

Pleading—Issuable plea—Several pleas involving same defence.

Byles, Serjt. applied for a rule to shew cause why the first and third pleas pleaded in this action should not be struck out, and the plaintiffs be at liberty to sign judgment.

The declaration was for an infringement of a patent. The defendant was under terms to plead issuably, and, amongst other pleas, had pleaded, 1st, that the Queen did not grant the letters patent; 3rd, that the invention was not an improvement; and, 6th, that the invention was of no use to the public. The objection to the first plea was, that it was not issuable, as the existence of letters patent cannot be put in issue. *Hynde's* case (4 Rep. 71), and *Eden's* case (6 Rep. 15) were cited. The third plea was objected to as involving the same defence contained in the sixth plea, and also because not pleaded in the terms of the abstract of pleas delivered.

Rule nisi.

DOE *dem.* SMITH *v.* ROE.

Practice—Special service of declaration in ejectment.

Dowling, Serjt. moved for judgment against the casual ejector.

The affidavit stated that the deponent found the house of the tenant shut up, the doors being fastened, and having ascertained that the tenant might possibly be found at a certain public-house, where he called sometimes, the deponent went there several times, but had been unable to meet with him, and that the tenant was in debt, and keeping out of the way of his creditors. The deponent had attached a copy of the declaration to each of the doors of the house. The premises had not been abandoned by the tenant to enable proceedings to be taken as on a vacant possession.

The COURT granted a rule *nisi* to be served personally, if possible; but if not, then in the same way as the copy of the declaration had been, by fixing same to the premises. *Rule nisi accordingly.*

Re MARY ANN KIRBY.

Conveyance by married woman under the 3 & 4 Wm. 4, c. 74, s. 91.

Dowling, Serjt. moved for an order under the 3 & 4 Wm. 4, c. 74, s. 91, to enable a married woman to mortgage her share in certain property without her husband's concurrence. The affidavit of the wife stated that the husband had, subsequently to the marriage, become insane, and had left the country for Calcutta some years ago, and it was not then known where he was. *Rule granted.*

Friday.

JENKYNS *v.* USBORN.—*Shee*, Serjt. (*Addison* with him) was heard for the plaintiff, and *Byles*, Serjt. (with *Ogle*) for the defendant. *Cur. adv. vult.*

Saturday, June 8.

BELCHER and ANOTHER *v.* LAMBERT.

Dowling, Serjt. shewed cause against a rule *nisi* for a new trial, on the ground of the verdict being against evidence, and misdirection.

Byles, contrà.

By the COURT.—It appears to us the present case is one for the consideration of another jury. The proper point was not submitted to the jury. If the plaintiffs think it right, they are at liberty to amend their particulars. *Rule absolute.*

FITZGERALD *v.* FITZGERALD.

Byles, Serjt. moved for a rule *nisi* why an order, made by Cresswell, J. on the 31st May, respecting a writ of *capias*, should not be quashed, and the bail-bond delivered up to be cancelled. *Rule nisi.*

EDWARDS *v.* BATES and ANOTHER.

Assumpsit for money had and received. Plea, never indebted. The plaintiff had authorized the defendants, by a deed under seal, to receive a sum of money on his account, and after paying the costs and charges of the trust, to pay over to a banking company who had made certain advances to the plaintiff, whatever might be due. The defendants received, by virtue of this deed, upwards of 700l. on the 7th April, and paid to the bank 500l. On the 10th of the same month, the plaintiff brought an action for the surplus for money had and received. Held, that money had and received would not lie.

Talfourd, Serjt. (*Butt* with him) shewed cause.—If the action would lie at all, it must be in covenant on the deed. In every case, with one single exception, where the rights of parties arise upon a deed, the action must be upon the deed itself. (*Atty* v. *Parish*, 1 Bos. & Pul. N. R. 104; 8 Mod. 807.) Money had and received will not lie, because at the time of writ sued out the relation of trustee and *cestui que trust* existed, and no sum certain ascertained to be due. It cannot be contended this was not a covenant to pay over the surplus. This case falls strongly within *Filmer* v. *Burnby* (2 M. & G. 529); *Shack* v. *Anthony* (1 M. & S. 573); *Foster* v. *Allanson* (2 T.R. 479); *White* v. *Parkin* (12 East, 578); *Roper* v. *Holland* (3 A. & E. 99); *Harvey* and *Others* v. *Archbold* (3 B. & C. 626). In this case there is no money ascertained at all in the defendants' hands. When the defendants received the money, their first duty was to pay the bank, then to ascertain the costs and charges. (Holt, N. P. 500; *English* v. *Blundell*, 8 C. & P. 332.)

Atcherley, Serjt. (*Peacock* with him) contrà.—The action will lie against all persons who take an assignment of a *chose in action*. The defendants had no legal interest, but merely an assignment. They were authorized to receive a sum not exceeding 500l. and they have received more than 700l. The right to the surplus is in the assignor. (*Burnett* v. *Lynch*, 5 B. & C. 611; *Tilson* v. *Warwickshire Gas Company*, 7 D. & Ry. 381.) There is no trust to pay over the surplus to the plaintiff. Supposing the action to be wrongly brought, that defence cannot be gone into on the present pleadings. The declaration is in debt for money had and received; and the answer to that is, never indebted. Now some money has been received on the part of the defendants. The object of the new rules was to simplify the question to be tried; and the question ought then to have been, deed or no deed. In the first place, there is no covenant; and, in the second place, if there is, the cause of action does not arise upon the deed.

TINDAL, C. J. delivering judgment.—This is an action of debt, to recover money had and received by the defendant to the use of the plaintiff. The principle on which this action is maintainable is, that the defendant *ex æquo et ex bono* ought to pay over to the plaintiff such money as the defendant may have belonging to the plaintiff. I have never known an instance where the action has been brought unless there has been something definite and certain to be paid over. This is a case in which, after the money has come into the hands of the defendants, there was something to be done before any part became the money of the plaintiff. It was shewn from the deed, that the defendants were to receive a sum of money on certain specific trusts. First, to pay all the costs and charges of the trust; 2nd, to pay the banking company, represented by Bates, the defendant, all the advances which had been made; and then comes the third trust, on which the plaintiff's right to recover rests, namely, that the surplus should be paid over to him. The plaintiff says, "By your receiving the money, by bare operation of law, it becomes money had and received." The amount may have been completely absorbed. If this action is maintainable, it is the first of the kind brought. The present case comes within that class in which it is held, that where money is paid within a special contract, that there no right exists to bring

an action for money had and received. What is this but money put into the hands of the two defendants to pay certain charges and debts due to third persons? *Stewart* v. *Wilkins* (Doug. 23), and *Power* v. *Wells* (Cowp. 818), decide, that where money is paid on a special contract, until that contract is rescinded, money had and received will not lie.

Coltman, J. and Cresswell, J. delivered judgment to the same effect. *Rule discharged.*

Gregory v. Duke of Brunswick.

Byles, Serjt. moved for a rule *nisi* why the attorney in this cause should not be changed. *Rule nisi.*

Huxley v. Bull.

Non obstante veredicto—Verdict against evidence.

Talfourd, Serjt. shewed cause against a rule for judgment *non obstante veredicto*, and for a new trial, on the ground of the verdict being against evidence.

Byles, Serjt. contrà.

By the Court.—We think it is not a case in which we can grant judgment *non obstante veredicto*. But there must be a rule absolute for a new trial without costs. *Rule absolute for new trial.*

Monday, June 10.

Crockwell v. Quatermain.

Shee, Serjt. moved for a rule *nisi* for a new trial, on the ground of the verdict being against evidence. *Rule refused.*

Roberts v. Taylor.

Dowling, Serjt. moved for a rule *nisi* why certain issues taken on demurrer should not be tried before the issues in fact. *Rule nisi.*

Tuesday, June 11.

Gordon v. Ellis.

Where one of three partners receives advances on property given by him to be sold to an auctioneer, and the auctioneer does not know at the time it is the property of the partnership, such advances will be construed to be advances made in anticipation of sale.

Channell, Serjt. on Monday, May 27, shewed cause. This was a rule obtained by the defendants, why judgment should not be arrested, on the ground that, in the 5th and 6th pleas, which shewed a good defence to the action, the plaintiffs had traversed immaterial allegations, and had left in the residue of the pleas sufficient to constitute a good defence to the action.

The declaration was in *assumpsit* for money had and received by the defendants to the use of the plaintiffs. The fifth plea states that as to so much of the cause of action in the declaration mentioned, as related to the sum of 352*l*. 1s. 8d. parcel of the moneys in the declaration mentioned, the defendants say, that before the said money in the declaration mentioned had been had and received by the defendants, the plaintiffs carried on business as partners, and that the plaintiff, N. F. Gordon, with the privity and concurrence of the other partners, directed the defendants to put up the premises in question for sale; and that the defendants believed that the all property belonged to the said N. F. Gordon alone, and advanced divers sums of money, amounting to the sum in the plea mentioned, to the said N. F. Gordon; and that it was agreed the defendants should reimburse themselves out of the proceeds of the property so sold; and that they advanced the money to Gordon in consideration of this agreement; and also that the other plaintiffs suffered Gordon to deal with this property as if it was his own. On this, the defendants, &c.

The replication traversed, that the other plaintiffs suffered Gordon to deal with the property as his own. The sixth plea was the same in substance. In this case, there is no ground to interfere with the verdict. Even supposing there is any defect in the pleadings, a fair intendment must be made in favour of the verdict. The defendants must make out clearly that the residue of the plea not traversed afforded a defence to the action. The plea does not constitute a good defence; the allegation is an essential allegation to make the plea a good plea. It does not state express authority, nor such authority as might be implied. The plea seems to have been framed on the decision in *George* v. *Claggett* (7 T. R. 359); *Baring* v. *Corrie* (2 B. & Ald. 137); *Carr* v. *Hinchcliff* (4 B. & C. 533). It was there held the plea was good on the ground of permission; and that it stated an identity between the parties, such as to entitle the defendant to set up a debt as against the plaintiff in the action, and good as amounting to an extinguishment of the debt. Here, the defendants are setting up a right to detain a debt for a loan not made to the firm, but to one of the firm. It is contended, that the residue of the plea is an answer, because Gordon would be estopped from suing the defendants alone. The defendants do not allege fraud on the part of Gordon, but that there is an express agreement which binds the other partners. The pleas admit the defendants received the goods, and were to account to the plaintiffs for the sale. (*Purchell* v. *Salter*, 1 Q. B. 197.) As to a repleader, it cannot be allowed to the first party making a mistake. (*Wordsworth* v. *Brown*, 3 Dowl. 698; *Plemer* v. *Ross*, 5 Taunt. 387; Com. Dig. Pleader, R. 18.)

Sir T. Wilde, Serjt. contrà.—The statute of set-off does not apply. The principal question does not depend upon Gordon's authority, but the right to maintain this action jointly with the other partners, in contravention of his own agreement. In this case there was no notice and no fraud on the face of the agreement. It was in effect Gordon procuring money to pay the partnership debts. There being no fraud, the partners get an advance in anticipation of the proceeds of the sale. The agreement with Gordon was, specifically, that the money advanced should be in respect of the goods. If the jury had found there was no such agreement or any such advances made, the substantial parts of the special plea would have been negatived. The right of one partner to receive money on account of the partnership is equal to the right of all; and a party to a suit is concluded from availing himself of his own fraud. Where a plea does not disclose a good answer to the action, a party taking issue on an immaterial fact, and succeeding on that plea, the issue so taken does not give the Court the means of giving a good judgment. Once the party succeeds upon his issue, he may have a repleader. But where the issue is improperly taken, and does not give the Court power to give judgment, and the parts of the plea not traversed give a good answer, the party first mistaking is not entitled to a repleader. It is impossible to give judgment in this case to the plaintiff, because there is a good bar unanswered. Judgment ought to be arrested after the plaintiff has taken issue on an immaterial fact. (*Plomer* v. *Ross*, 5 Taunton, 386.)

Byles, Serjt. in support.—This is a case in which general damages have been given on several pleas, some bad and some good. A repleader is not grantable to the person who makes the first fault in pleading. (*Negelen* v. *Mitchell*, 7 M. & W. 622.) *Richmond* v. *Healey* (1 Stark. 202) is a strong authority in favour of the defendants. *Cur. adv. vult.*

Tindal, C. J. delivering judgment of the Court. —This case comes before us on a rule to shew cause why judgment for the plaintiff should not be arrested, for so much of the demand as is contained in the introductory part of the fifth and sixth pleas, those pleas containing the same ground of defence, the decision on one governing the other three. The argument is, that although the replication puts in issue a part, enough remains on the plea to form a good bar to the action; and that the defendants have a right to pray judgment. One of the questions is, admitting the allegations in the plea to be sufficient, what will be the legal result as to the plaintiff's right of judgment? The plea is not intended to be a plea of set-off; it purports to be a plea setting up a right to retain a part of the money to the use of the plaintiffs, on a special agreement made with Gordon, one of the plaintiffs? We think the arguments urged by the plaintiffs' counsel, as to the right of the defendants to set-off, inapplicable to this case. The real point is, whether the agreement disclosed by the plea was one which Gordon had a right to make, and was one which bound the other partners. Looking at the pleas not traversed, it appears that the plaintiffs were co-partners in their trade; that the plaintiff Gordon, with the privity of the other partners, employed the defendants to sell the property; that the defendants believed Gordon to be the sole owner of the property, and that the defendants, having no knowledge that the other plaintiffs had any interest in it, before the property was sold, did, at the request of Gordon, lend him several sums of money in the pleas mentioned, and that the agreement was, they (the defendants) might retain and deduct, and reimburse themselves out of the proceeds of the property so sold, and that the loans and advances were made on the faith and confidence of such agreement. And we think the fact stated in the defence a good answer. If Gordon had been the sole plaintiff, he could not have maintained this action; and if he could not have sued alone, why should the case be different because he sues conjointly with his partners? Gordon was the acting partner, and no doubt was authorized by the others to sell the property. The goods are allowed to be sold by anticipation. There was no averment to the contrary, and it was consistent with the allegations in the pleas that the advances were necessary for the purposes of the business. We see no reason why the agreement should not be binding on the firm. In *Jones* v. *Yates* (9 B. & C. 532), it was held that the indorsement of a bill belonging to the partnership by one partner, in discharge of his own private debt, without the knowledge of the other, was a fraud on the other partner; but in that case the two partners could not bring trover. Lord Tenterden, in giving judgment, said, "We are not aware of any instance in which a person has been allowed, as plaintiff in a court of law, to rescind his own act, on the ground that such act was a fraud on some other person, whether the party seeking to do this has sued in his own name only or jointly with such other person." But in the present case there is no imputation of fraud. *Sparrow and Others* v. *Chisman* (9 B. & C. 241), and *Wallace* v. *Kelsall* (7 M. & W. 264), are equally strong authorities; in the latter, an accord and satisfaction with one of the plaintiffs, by a part payment in cash and a set-off of a private debt due from that one to the defendant, was held a good answer to a joint action by the three plaintiffs, and that on the principle that if one of the plaintiffs be barred, he cannot recover. We therefore think enough of the plea left unanswered to bar the demand of the plaintiffs. As to the second point, whether judgment should be arrested, the replication traversed the plea that Gordon was suffered and permitted to deal with the property as his own; on which issue was joined; but this traverse taken by the plaintiff being on an immaterial point, it was a point which, after the finding of the jury, decided nothing between the parties. It ought to be observed, it would be decisive if the agreement set out had been denied. In the present state of the record, we think we ought not to arrest the judgment, but award judgment of repleader.

Judgment of repleader accordingly.

Bedells v. Massey.

Issuable plea—Non concessit.

Channell, Serjt. shewed cause why certain pleas should not be struck out because at variance with the abstract: and why the plea of *non concessit* should not remain. [*Byles*, Serjt.—My objection is, that the plea of *non concessit* is no plea at all.] The plea is a perfectly good plea, and was pleaded in a case tried before the Chief Justice of this court, in *Nicholls* v. *London Caoutchouc Company*. The plea puts the operation of the letters patent in question.

Byles, Serjt. contrà.—No one can declare on letters patent without making *profert* of them. There is no mode of putting them in issue. *Nul tiel* record even could not be pleaded. (*Rex* v. *Amery*, 1 T. R. 149).

Tindal, C. J.—The plea of *non concessit* is said by counsel to be a plea not allowed by law. We will not take upon ourselves to decide that question upon a motion like the present. As to the second objection, that the plea is at variance with the abstract; the abstract should not be critically considered: if it contain the substance of the plea, it is sufficient. I do not see in this case there is any violation of the new rules. *Rule enlarged.*

Wood v. Weatherby.

Rule enlarged.

Clinton v. Peabody.

Commission—Forgery.

Talfourd, Serjt. shewed cause why certain American notes, on which forgery was alleged, should not be sent out of the custody of the Master of this court for the purposes of a commission.

Dowling, contrà. *Rule absolute.*

Evans v. Robertson.

Rule discharged.

Hawker v. Bownass.

New trial—Verdict against evidence.

Byles, Serjt. moved for a rule to shew cause for a new trial, on the ground of the verdict being against evidence.

Tindal, C. J.—The difficulty at the trial was produced by the plaintiff himself, who had a receipt, but preferred calling witnesses. *Rule refused.*

Goslin v. Bidder.

This case was argued by *Talfourd*, Serjt. and *Channell*, Serjt. upon affidavits.

By the Court.—We think the circumstances of this case render it necessary to be submitted to the investigation of another jury. It may be suggested that where so much lies in the privity of the parties themselves, it would be better to submit the case to arbitration, with power to examine both plaintiff and defendant. *Rule absolute.*

Lunn v. Thornton.

Channell, Serjt. shewed cause why the verdict should not be set aside, and instead thereof, a verdict entered for the plaintiff, with 5*l*. damages.

Byles, Serjt. contrà. *Cur. adv. vult.*

Beverley v. Lee.

Rule nisi; cause to be shewn at chambers.

COURT OF EXCHEQUER.

Friday, June 7.

Allen v. Hopkins.

Where matter of defence is so informally pleaded as to leave it in doubt whether it is a bar to the whole action or only to the further maintenance, yet if it appears distinctly to be either one or the other, it can only be objected to upon special demurrer, and is no ground for judgment non obstante veredicto. It is a good plea to an action for goods sold and delivered, that the defendant bought the goods from the plaintiff as the goods of A B, deceased, whose executor the defendant believed the plaintiff to be, and that they were the goods of A B, and that the defendant has paid the real executor, being a person other than the plaintiff.

Crowder, Q.C., and ———, shewed cause against a rule for judgment *non obstante veredicto*.

Butt, contrà.

Action for goods sold and delivered.

The plea alleged in substance that the goods were, before and at the time of the sale, parcel of the estate and effects of John Allen, who died intestate; that the plaintiff, pretending to be the executor of the said J. A. sold the goods to defendant; that plaintiff was not executor, and had no right to sell the goods; and that, after the sale, letters of administration were granted to G. N. who thereupon became entitled to the said sum, and demanded it of the defendant, who paid the same; and that G. N. accepted such payment in satisfaction and discharge.

It was contended that this plea was no answer; that the defendant, having contracted with the plaintiff, was estopped from afterwards setting up the title of a third party; that if he had any remedy, it was by a cross action against the plaintiff, and that the principle of *caveat emptor* applied to the transaction. It was also contended that the plea did not sufficiently shew that the payment to the real executor was before action brought.

The other side argued that the substance of the plea was a good answer to the action, and that, although the last objection might have availed on special *demurrer*, it was cured by verdict, and could not be taken at this stage of the case.

By the COURT.—There can be no doubt that this plea would have been bad upon special *demurrer*. It discloses matter of defence which can only be sufficient assuming the payment to have been before action. But it is left in doubt whether it was made before action or only before plea pleaded. Upon this defect we were asked to enter judgment *non obstante veredicto*. It seemed to the Court they could hardly do so where, by the facts stated in the plea, and either admitted by the replication or found by the jury, there appeared to have been a payment either in bar of the action or of its further maintenance. If we find that there is a plea which bars the plaintiff from further maintaining his action, it would be very inconsistent with our opinion and with the authorities to give him judgment *non obstante veredicto*. The plea alleges that the person really entitled to the goods was the representative of the deceased, whom defendant had paid. The defendant says, in fact, that he has paid the party to whom the goods belonged, and who would be entitled to bring trover for them if not paid. It was argued that the defendant's proper remedy was by a cross action for misrepresentation. It appears to us that he was placed in no such position. He had a right simply to say—" You had no authority to sell. The property in the goods was in another. I have discovered that, and I have paid him the value." It was also put on the ground of *caveat emptor*. We entirely dissent from that application of the doctrine. That doctrine does not mean that it is for the buyer of goods to take care that the seller has a title to them. It applies not at all to the title, but to the value and condition of the goods. Nor do we think the doctrine of estoppel can be at all applied to this case. In substance, then, we hold this to be a good answer, and we think the formal objection comes too late.

Authorities cited: 4 East, 502; *Dickinson* v. *Naul* (4 B. & Ad. 638; 1 Saund. 228); *James* v. *Pritchard* (7 M. & W. 216); *Pope* v. *Biggs* (9 B. & C. 245); *Chanter* v. *Hopkins* (4 M. & W. 399); *Street* v. *Blay* (2 B. & Ad. 456). *Rule discharged.*

Saturday, June 8.

PEEL v. WEATHERBY.

An accidental allusion, in the heat of argument, by a junior counsel to an affidavit which his leader had previously determined not to use, will not bind his client to file it. An affidavit must be made by a claimant under the Interpleader Act before an issue can be directed.

Ogle, on the part of the defendant, had applied for and obtained an interpleader rule, and an issue had been directed between Colonel Peel and Mr. Wood, to try whether Running Rein, the horse which came in first at the late race for the Derby stakes, was foaled in 1841, and whether his sire was Saddler and his dam Mab. Upon the argument upon that rule, *Martin*, Q.C. appeared for Colonel Peel, and *Platt*, Q.C. and *James*, for Mr. Wood. During the argument, *James* had made some allusion to an affidavit which had been sworn on the part of Mr. Wood, but which his counsel had previously determined not to use. The affidavit had not been filed.

Martin, Q. C. now applied that it might be filed before his client accepted the issue.

Platt, Q. C. shewed cause, and contended that he, as the leader of the case, having determined that the affidavit should not be used, he was not bound by an accidental mention of it by his junior.

The Court being of this opinion,

Martin then objected, that he was not bound to accept the issue at all, unless an affidavit was filed on behalf of Mr. Wood, the claimant. He cited *Power* v. *Leek* (3 A. & E. 316), which he contended was a direct authority to shew that an affidavit must be filed, in addition to the statute itself, 1 & 2 Wm. 4, c. 58, which clearly shews that it is necessary.

The Court were of this opinion, and ordered an affidavit to be filed.

ALDERSON, B. then inquired whether any alteration would be necessary in the issue.

Martin, Q.C.—I believe not, my Lord.

ALDERSON, B.—If there were, I should for one most vehemently protest against this Court being made a party to any argument not to set up illegality in this transaction. I think the time of the Court ought not to be occupied in settling matters illegal in themselves. I do not mean at present to say whether this is such a case or not; but I wish to express this opinion. *Rule accordingly.*

STEPHENS v. THORN.

It is sufficient to entitle a party to apply to set aside proceedings in a cause, if he shews that he is the person served with process, though he may not have been the intended defendant. It is an irregularity in a writ of summons to omit the name of the court in which the defendant is required to appear.

Humfrey shewed cause against a rule obtained by *Miller*, to set aside service of a writ of summons.

The writ commanded the person to whom it was directed "to appear in her Majesty's Court of ———, at Westminster," omitting the name of the court. It was tested in the name of Sir F. Pollock.

Humfrey now objected, that the affidavit upon which the rule was obtained did not state that the party making the application was defendant in the suit, but only that he had been served with a copy of the writ, and cited *Johnson* v. *Smallwood* (2 Dowl. 588), and *France* v. *Wright* (3 Dowl. 325). He also contended, that the teste of the writ sufficiently shewed out of what court it issued, and that the omission in the body of it did not amount to an irregularity.

Miller, contrà, argued, that in the cases cited, the parties applying to set aside the writ neither shewed themselves to be defendants nor to have been served with process. The service of a writ upon a party makes him defendant in the action, and, unless he applies to correct the misnomer, the plaintiff might have execution against the party served by the name in the writ. As to the other point, it is a clear irregularity.

By the COURT.—On the first point, the party sued having been served with process, would be bound to appear in some name or other, or take the consequences. In shewing that he has been served, therefore, though he does not shew himself to have been the party intended, he does enough to entitle him to make this application. As to the other question, the Court think that when a form is given by Act of Parliament, it is better to hold that it shall be strictly followed. *Rule absolute.*

Monday, June 10.

STOPPANI v. CATTANEO.

The powers of a single judge under the 1 & 2 Vict. c. 45, s. 2, to act in questions of interpleader relating to sheriffs, are independent of the Court, and they have no power to review his exercise of such jurisdiction.

Roebuck, Q.C. moved to set aside an order of Parke, B. barring a claimant under the clauses relating to sheriffs in the Interpleader Acts, 1 & 2 Wm. 4, c. 58, s. 6, and 1 & 2 Vict. c. 45, s. 2. He was proceeding to state the grounds upon which he sought to rescind the order.

ALDERSON, B.—Have you considered, Mr. Roebuck, whether the Court has any jurisdiction over this order? The Acts of Parliament give the power either to the Court or to a judge, and the power of the judge is altogether independent of that of the Court.

The rest of the Court concurred in this view of the clauses in question. *Rule refused.*

ATKINSON v. WEBSTER.

A rule to discharge a rule for a new trial granted upon payment of costs, because they have not been paid, is a rule nisi, and not absolute in the first instance.

Watson, Q.C. moved to discharge a rule of this Court for a new trial on payment of costs; the costs not having been paid within a reasonable time after demand. He contended that the rule should be absolute in the first instance, and cited *Champion* v. *Griffiths* (1 Dowl. N. S. 319), in which Patteson, J. says—" I think this is a rule which may be absolute in the first instance for discharging plaintiff's rule. If there is any occasion for altering it, he may apply to the Court for that purpose."

By the COURT.—It is better to grant a rule to shew cause, because why should we compel the party to make a special application to the Court when he has violated no positive rule of Court? *Rule nisi.*

Tuesday, June 11.

JERVIS v. SOUTH.

A judgment upon a warrant of attorney executed in vacation in the usual form authorizing it to be signed as of the preceding Term, or of a subsequent one, may be regularly signed in that vacation as of the preceding Term. Semble, it could not be done in a subsequent vacation.

Watson, Q. C. shewed cause against a rule obtained by *Wood* to set aside a judgment signed on a warrant of attorney. The warrant of attorney was dated in July 1841, in vacation, and authorized the persons therein named, or any other attorneys, in the usual form, to appear for the defendant as of Trinity Term last, Michaelmas Term next, or any subsequent Term, &c." Judgment was signed upon this warrant in August 1841, in vacation, and it was now contended that since the rule of court, H. T. 4 Wm. 4, 23, by which judgments are to be entered of the day, whether in term or vacation, when signed, and shall not have relation to any other day, it could only be signed as of the Term by being signed in Term, and could, therefore, not be regularly signed at all in vacation; citing *Rayment* v. *Smith* (3 Dowl. N. S. 166, and *Cobbold* v. *Chilver* (4 Scott, N. R. 678).

For the plaintiff it was argued that upon such a construction no judgment could be signed at all, because, in the sense contended for by the other side, a judgment cannot be signed since the rule as of a term at all, but that at all events it might be done by consent of the parties; and that all the cases cited were where the judgment was signed in a subsequent vacation, whereas here it was done in the same vacation, and of the preceding Trinity term, according to the very words of the warrant, and the only construction which could give any effect at all to them.

By the COURT.—In *Cobbold* v. *Chilver*, the Lord Chief Justice of the Common Pleas took the very distinction pointed out by Mr. Watson. No judgment at all could be signed in this case of the preceding Trinity term, which was past when the warrant of attorney was executed, unless it were to be signed in vacation. We must, therefore, take that to have been the meaning of the parties when they provided for a judgment being so signed. By the consent of the parties, there is nothing to prevent a judgment from being signed still as of a preceding term, although it would only be entered of and have relation to the day when actually signed. There is a clear distinction between the first vacation and a subsequent one. *Rule discharged with costs.*

BUSINESS OF THE WEEK.

Thursday.

WALTON v. MASKALL.—*Knowles*, Q.C. shewed cause against a rule to set aside interlocutory judgment. *Rule absolute on payment of costs.*

HEATH v. UNWIN.—*Martin*, Q.C.—For a new trial. The cause was tried before Parke, B. at the last sittings in Middlesex. *Rule nisi.*

GILBERT v. HALES.—*Hayward*—To strike out counts. *Rule nisi.*

JONES v. LICHWALD.—*Miller*—To make a rule absolute to pay out to the plaintiff money paid into court in lieu of bail. *Rule absolute.*

PRICE v. BARTON.—*Macauley*—To set aside *sci. fa.* for irregularity. The defendant had been under terms to plead issuably, and had done so before discovering the irregularity, and making this application. *Rule refused.*

BIGG v. FIRTH.—*Atkinson*—For leave to stick notice of declaration up in the office, as no service could be effected. *Rule absolute.*

ALLEN v. CONNOP.—*Jervis*, Q.C.—To set aside demurrer as frivolous. *Rule refused.*

GEAR v. FINDEN.—*Bramwell*—For a rule to show cause why the plaintiff should not produce the original order of reference, in order that it might be made a rule of court, or why a paper purporting to be a copy, produced by the defendant, should not be made a rule of court. *Rule nisi.*

MAYBERRY v. SIMPSON.—*Edwin James*—For a rule to shew cause why a verdict should not be entered for plaintiff, damages, 10s. Action of trover tried before Parke, B. in Middlesex. *Rule refused.*

BROWN v. WATKINS.—*Jervis*, Q.C. shewed cause against a rule obtained by *Crowder*, Q.C. to set aside all the proceedings subsequent to the writ. *Rule absolute, on payment of costs, and on terms of bringing no action.*

DOE *dem.* BOWMAN and LEWIS.—*Welsby* and *Townsend* shewed cause against a rule obtained by *Jervis*, Q.C. to confine the verdict to part of the premises mentioned in the declaration. *Cur. adv. vult.*

ATTORNEY-GENERAL v. POOLE.—*Humfrey*—For particulars of charges. *Rule refused.*

Friday.

MILLER v. CHIFFINS.—*Lush* shewed cause against a rule obtained by *Bramwell* to set aside proceedings for a breach of good faith. *Rule absolute.*

CLAYTON v. LORD NUGENT.—This was a special case from Chancery. The question for this Court was, whether Sir Gilbert East had, by his will, devised certain property to the plaintiff, or not. After hearing *Malins* for the plaintiff, the Court, without calling on the other side, gave *Judgment for defendant.*

HALL v. GRANTHAM CANAL COMPANY.—Special case.—*Whitehurst* and *H. Hill*, for the plaintiff. *M. D. Hill*, Q. C. and *J. Hildyard*, for defendants. The question was, whether, upon the construction

of their Act of Parliament, the defendants were entitled to charge the plaintiff certain tolls.

Judgment for plaintiff.

WATSON *v.* EVANS.—*Martin*, Q. C.—To set aside execution. *Rule nisi.*

LEVY *v.* HAMER.—*Humfrey*—To set aside proceedings in outlawry. *Rule nisi.*

DOE *dem.* BROCKLEHURST *v.* RAE.—*Welsby*—For judgment against a casual ejector. *Rule absolute.*

Saturday.

MAY *v.* TARN and OTHERS.—*Byles*, Serjt., *H. Wilde*, and *J. Gray*, for different defendants, moved to confirm the Master's report. *Humfrey*, for plaintiff. *Report confirmed, with costs.*

BUTLER *v.* ESTELL.—*Wood*—To set aside writ of summons for irregularity. *Rule nisi.*

MISSONNIER *v.* HOPE and OTHERS.—*Whateley*, Q. C. and *Miller* shewed cause. At the suggestion of the Court, it was arranged that a verdict should be entered for the defendant Hope, and the damages, as against the other defendants, reduced to 21*l.*

Rule accordingly.

SEAGRAVE *v.* ENGLAND.—*Humfrey* shewed cause against a rule for a new trial obtained by *Petersdorff*. It was agreed that the damages should be reduced to 15*l.* each party paying his own costs of the rule.

Rule accordingly.

COVENTRY *v.* SMITH.—*Miller*, for the plaintiff; *Dowdeswell*, for the defendant. *Rule discharged.*

Monday.

SEYMOUR *v.* CARR.—*Crompton* shewed cause against a rule obtained by *Watson*, Q. C. to review the Master's taxation as to some of the items objected to. *Rule absolute.*

CUNWORTH *v.* BOOTH.—*Huddleston*—To postpone trial till sittings after next Term, on the ground of absence of a material witness. *Rule nisi.*

FLIGHT *v.* CLARKE.—*Whateley*, Q. C. and *Lush* shewed cause against a rule to enter verdict *non obstante veredicto.* The question turned upon the construction of a local Act. *Jervis*, Q. C. and *Hoggins*, contrà. *Rule absolute.*

SHARP *v.* MILLEY.—*Humfrey* To set aside *distringas.*

DOE *dem.* SEVIER *v.* TAYLOR.—*Gray*—To set aside consent rule and subsequent proceedings.

Rule nisi.

CHAPPLE *v.* COOPER.—*Byles*, Serjt. and *J. Gray* shewed cause against a rule to enter verdict for defendant. *Crowder*, Q. C. and *Barstow*, contrà.

Cur. adv. vult.

TAYLOR *v.* WALTON.—*Pashley* shewed cause; Sir *J. Bayley*, contrà. *Rule absolute.*

Tuesday.

ROOM *v.* ANDREWS.—*Edward James* shewed cause against a rule obtained by *Crompton* for a new trial, upon the ground of misdirection. *Rule discharged.*

CHAMBERLAIN *v.* DRAKE.—The *Solicitor-General* shewed cause against a rule to strike the defendant's attorneys off the roll. Upon their refunding certain moneys and paying the costs *Rule discharged.*

MELNOTTE *v.* TEASDALE.—*Martin*, Q.C.—To enter verdict for defendant. *Rule nisi.*

DALY and ANOTHER *v.* LOVEDAY.—*Humfrey*—To enter a verdict for plaintiff, or for judgment *non obstante veredicto.* *Rule nisi.*

JONES *v.* WILLIAMS.—*Erle*, Q.C. shewed cause against a rule to set aside certain certificates of Gurney, B. *Cur. adv. vult.*

SMITH *v.* BOND.—*Platt*—For an attachment against plaintiff. *Rule nisi.*

MAYOR, ALDERMEN, AND BURGESSES OF LUDLOW *v.* CHARLTON.—*Crompton* moved to enlarge, until next term, a rule obtained by *Alexander* to compel plaintiffs to ratify certain proceedings carried on in their names by their l[illegible] town-clerk.

Rule enlarged.

MILLER *v.* MULLIN.—*M. Chambers* shewed cause against a rule obtained by *Erle*, Q.C. to change the venue. *Rule discharged.*

BARGEANT *v.* BLACKMAN.—*Humfrey* shewed cause against a rule obtained by *Horn* to set aside declaration for irregularity. It was referred to the Master to decide upon some contradictory affidavits.

DAVIES *v.* MORGAN.—*M. Chambers*—For leave to abandon a former rule obtained to set aside judgment and subsequent proceedings, and for a new rule. At the time the former rule was obtained, the plaintiff was actually living in the country. The defendant, to save his goods, had paid the money under protest. It was apprehended that the plaintiff might use the payment as an answer to the irregularity for which the judgment was sought to be set aside, unless the defendant had the opportunity of filing another affidavit to explain it. *Rule accordingly.*

MAYOR, ALDERMEN, and BURGESSES of LUDLOW *v.* CHARLTON.—*Crompton* shewed cause. *Alexander*, contrà. *Rule enlarged till next Term.*

GIBERT *v.* HALES, Administratrix.—*Hoggins* shewed cause against a rule obtained by *Hayward* to strike five counts out of the declaration.

Rule discharged; costs to be costs in the cause.

DOE *dem.* WILLIAM IV. and OTHERS *v.* ROE.—*Jervis*, Q.C. and *Welsby* shewed cause against a rule obtained by *Hayes* to set aside several demises as being those of dead persons. Plaintiff to get the permission of the Crown, and to give security for costs.

Rule enlarged.

MARTIN *v.* DAWES.—*Hoggins* and *Winser* shewed cause against a rule obtained by *Bramwell* on the part of the defendant, to review the taxation. The case had been referred, and the arbitrator had found all the issues but one for the plaintiff, with damages. That one, which was alleged to be upon a bad plea to the whole action, was found for defendant. The Master had taxed the costs of the cause for the plaintiff.

Rule enlarged, and a rule nisi granted to plaintiff for judgment non obstante veredicto.

Friday.

SMALLCOMBE *v.* OLLIVIER.
WHITMORE and OTHERS, Assignees, *v.* COTTAM.
SAME *v.* GREENE.

The above three cases, in which judgment was given to-day, will be reported next week. The judgments in each of them were for the defendants respectively.

BAIL COURT.

(Before Mr. Justice WIGHTMAN.)

Saturday, June 8.

REG. *v.* JOHN HARRIS, Esq. Mayor of Abingdon.

Application for a criminal information.

A party applying for leave to file a criminal information is bound to come to the Court at the earliest period.

F. V. Lee moved, on behalf of a Mr. Vestbrook, for a rule *nisi* for leave to file a criminal information against the above gentleman for certain alleged misconduct in relation to a judicial inquiry before him. It appeared that the alleged impropriety came to the knowledge of the applicant about the middle of April last.

WIGHTMAN, J.—Why did you not come earlier?

Lee.—The delay is not unreasonable. On the 4th of June we gave the mayor copies of our affidavits, with a notice that this application would be made as soon after as possible.

WIGHTMAN, J.—You shew no reason why you did not come here before. You allow the whole of Easter Term to elapse, and make the application so late in this one, that cause cannot be shewn until the next. It is not right that such a charge as this should be hanging over this gentleman's head all the long vacation; the rule is, that you must come either within the Term or give some excuse for not doing so, and come sufficiently early in the next as to enable the defendant to shew cause in the term. *Rule refused.*

FORBES *v.* WHALLEY.

Where a rule is discharged with costs, the Court will not, on the suggestion that it has been so discharged upon the strength of affidavits which it is suggested were false, and in respect of which an indictment for perjury will be preferred, interfere to postpone the payment of costs.

R. Allen applied for a rule that no taxation of costs subsequent to the issuing of the writ of summons should take place, and that the defendant may pay ir o court the costs of the rule discharged herein on a former day, and the debt on which the action was brought. On a former occasion, a rule had been obtained by the defendant to set aside the proceedings in the action, on the ground of there having been no service of the writ of summons. In answer to this rule, an affidavit was made by the party who originally swore to the service of the writ of summons, distinctly averring personal service. Upon this the rule was discharged with costs. It was now argued, that as gross perjury must have been committed by the one party or the other, and as it was the intention of the defendant to prefer an indictment for perjury, this rule ought to be granted, and the ulterior disposal of the costs and debt to abide the event of the criminal proceedings.

WIGHTMAN, J.—I cannot interfere; the rule has been discharged, and the costs follow as an incident. I cannot enter into the question of perjury, and were I to grant this application, I might be called upon to do so in every case, and motions would never be final.

Rule refused.

REG. *v.* THE GUARDIANS OF THE POOR OF WARRINGTON UNION, LANCASHIRE.

Mandamus to guardians of a poor-law union, commanding them to appoint an officer, as directed by the commissioners.

Tomlinson moved for a *mandamus* to be directed to the above parties, commanding them to appoint an officer, called "the superintendent of pauper labour," as required by an order of the Poor-Law Commissioners, and with which order they had neglected to comply. *Rule nisi.*

Monday, June 10.

(Before Mr. Justice WIGHTMAN.)

THE OFFICE OF JUDGE PROMOTED by BURDER *v.* HODGSON.

Prohibition to the Court of Arches to restrain it from further proceeding in a suit.

Erle, Q. C. moved for a rule *nisi* for a writ of *prohibition* to the Court of Arches, to restrain further proceedings in this suit, on the ground that the libel sets out an indictable offence, which should be submitted to a jury at common law before it could be made the ground of deprivation by an ecclesiastical court. (*Reg.* v. *Marsh*, 5 Ad. & Ellis, 602; Rogers' Ecclesiastical Law, p. 715.) *Rule nisi.*

REG. *v.* THE MAYOR AND TOWN COUNCIL OF DOVOR.

Ex parte HENRY HART.

Certiorari to remove orders of a town-council for the payment of money, in order to quash same.

Stephens moved for a rule *nisi* for a *certiorari*, to remove into this court 104 orders of the town-council of Dover for the payment by the borough treasurer of 3,821*l.* 17s. 10½d. out of the borough fund. The orders in question were of three classes.

1st class.—A certain order made for the payment of 772*l.* 16s. 7d. due in respect of the constabulary force from June 6, 1843, to June 6, 1844; the objection to which order was, that though it purported to be signed by three members of the council, pursuant to the 5 & 6 Wm. 4, c. 76, s. 59, one of the three had ceased to be a member of the town-council from October 1841, and was not therefore qualified to sign.

2nd class.—102 orders; objected to as having been paid out of money not legally applicable, and not made by an order of the town-council.

3rd class.—An order for the payment to Mr. Ledger of the amount of his annuity, granted as compensation for the loss of his office; the objection to which was, that, like the first-mentioned order, one of the three persons purporting to be town-councillors who signed it had ceased to be a member at the time the amount became due, in respect of which the order was made, the order having been post-dated, and the town-councillor having died before the amount was due and payable.

WIGHTMAN, J. not feeling satisfied of the sufficiency of the affidavits in support of the objection to the second class of orders, gave leave to have the case again mentioned upon amended affidavits, but granted

Rule nisi upon the 1st and 3rd objections.

Ex parte CHARLES HALL.

Habeas corpus and certiorari to bring up the defendant and the depositions upon which he was committed to take his trial in Kent for murder, with the view to his being committed to Newgate, to be tried at the Central Criminal Court.

Charnock moved for writs of *habeas corpus* and *certiorari*, under the following circumstances. The wife of the defendant had been found dead at Wimbledon, in Surrey, under circumstances which gave rise to a coroner's inquest. Upon viewing the body, and hearing surgical and other testimony, the jury returned a verdict to the effect that the deceased died from natural causes. Subsequently, the husband of the deceased was taken into custody at Seven Oaks, in Kent, on a charge of having murdered his wife, and was taken before a magistrate of that county, who committed him to the county gaol at Maidstone, to take his trial at the next Kent assizes, and who bound over a policeman as prosecutor, and the various witnesses, to appear and prosecute, and give evidence accordingly. From the foregoing facts it was clear, that the offence (if any) having been committed in Surrey, the prisoner could not be indicted for it in Kent; and Wimbledon, in Surrey—the place where the offence was committed (if at all)—being within the limits of the jurisdiction of the Central Criminal Court, these writs were sought with the view of having the prisoner committed to Newgate, in order to take his trial at the present sessions, instead of being kept in confinement until the next assizes.

Writs granted, returnable on Wednesday.

Tuesday, June 11.

REG. *v.* THE JUSTICES OF THE NORTH RIDING OF YORKSHIRE.

Ex parte EDWARD PECKHAM.

Motion for a certiorari to remove order of affiliation, the same having been made without corroborative testimony.

Martin, Q.C. moved for a *certiorari*, to remove an order of affiliation of petty sessions, made by the above justices, under the 4 & 5 Wm. 4, c. 76, s. 72, and 2 & 3 Vict. c. 85. The principal objection to the order was, that it had been made upon the uncorroborated testimony of the female alone, contrary to the provisions of the 72nd section of the first-mentioned Act. At the hearing, the female deposed, amongst other facts, to the present applicant having been one evening discovered by his mother in her (the deponent's) bed-room, whereupon the justices held that it was the applicant's duty to produce his mother to negative the fact, if it were not true; and, in the absence of such negative testimony, they made an order of affiliation without any other testimony than that of the woman herself. It was also objected that it did not appear by the order that the union was within the district for which the justices acted.

Rule granted.

REG. v. THE JUSTICES OF CORNWALL.

Certiorari to remove two orders made in respect of a lunatic pauper, in order to quash same for defects upon their face.

Greenwood moved for a *certiorari* to bring up an order of Petty Sessions, and an order of Quarter Sessions confirming the same, with the view to their being quashed. An order had, previous to the above ones, been made to remove a lunatic pauper to the county lunatic asylum, and, by virtue of the 42nd section of the 9 Geo. 4, c. 40, a subsequent order of Petty Sessions (one of the two sought to be removed) was made, adjudicating upon the settlement of the pauper, and directing the parish to pay the expense of his maintenance, &c. By the above section, the justices have only power to make such order when no adjudication of the settlement has before been made, and the objection to the order (which was confirmed at the quarter sessions) was, that it did not shew upon its face that such settlement had *not* been ascertained.

Rule nisi.

(Before Mr. Justice COLERIDGE.)

WOODWARD and ANOTHER v. MEREDITH.

JUDGMENT.

The Court will stay proceedings on a sci. fa. where the plaintiff has elected to prove his debt under the defendant's fiat, though he only proceeds for his costs, which he has not been enabled to prove, by reason of the fiat having issued before he has signed judgment.

This was a motion to stay all proceedings on a *sci. fa.* An action had been commenced by the plaintiffs against the defendant in 1842, on two bills of exchange for 18*l.* each, which was tried on the 24th Nov. following, when a verdict was returned for the plaintiffs. On the 30th of Nov. a fiat in bankruptcy issued against the defendant, and, on the 17th of February, 1843, he passed his final examination, but has not yet obtained his certificate. On the 9th of January, 1843, judgment was signed for 68*l.* 6*s.* the amount of the debt and costs. On the 10th, the plaintiffs proved for the amount of their debt, 32*l.* the commissioner refusing the proof of the costs, on the ground that the judgment (which alone entitled them to their costs) was signed *after* the issuing of the fiat. On the 3rd of February last, the *sci. fa.* issued to recover (as it was sworn) the amount only of the costs. A rule having been obtained to stay these proceedings (see 3 Law T. 40, 80), it was contended, in opposition to the application, by *Henderson*, that the defendant should plead the election of the defendants to come in under the fiat, in bar to the action, and that there is no instance of the Court thus interfering. (*Harley* v. *Greenwood*, 5 B. & A. 95; *Watson* v. ——, 1 B. & Al.; —— v. *Kelly*, 1 B. & P. 302; *Hill* v. ——, 1 B. & P. 424; *Percy* v. *Powell*, 3 B. & P.; *Ransford* v. *Barren*, 7 Dowl. 807, also in the Jurist, 3 vol. 655; 2 Taunt. 246; *Baker* v. ——, 2 Bing. 41; 1 Atkins.)

In support of the rule, *Gray* distinguished the above cases from the law as it at present exists, those cases having been decided when the proof by a creditor was not an election, and which was first made such by 49 Geo. 3, c. 121, s. 14, re-enacted in the 6 Geo. 4, c. 16, s. 59. (*Ex parte Capot*, 1 Atkins, 219; *Ex parte Lindsey*, 1 Atk. 220; *Ex parte Dorvillier*, 1 Atk. 221; Cook's Bankrupt Law, 5th ed. before 49 Geo. 3, pp. 130, 133; *Olivier* v. *Ames*, 8 T. R. 364; 11 Ves. jun. 203; *Ex parte Warwick*, 14 Ves. jun. 136, all before the 49 Geo. 3, c. 121, since when the law has been otherwise; *Atherstone* v. *Huddlestone*, 2 Taunt. 181; *Singing* v. *Comyn*, 2 Taunt. 246; *Harley* v. *Greenwood*, 5 B. & Ald. 95; *Adams* v. *Bridger*, 8 Bing. 314; *Ransford* v. *Barren*, 7 Dowl. more correctly reported in the Jurist, 3 vol. 655, also in 3 L. J. N. S. Ex. 254; —— v. *Pringle*, 1 N. R. 190; *Dimsdale* v. ——, 2 B. & B. 8; *Watson* v. *Medex*, 1 B. & Ald. 121; see 2 Law T. 40 & 80.)

His LORDSHIP now gave judgment, and held that the words of the 59th section of the 6 Geo. 4, c. 16, are too clear to leave any doubt in his mind that the plaintiffs had no right to proceed with this action, and that as the plaintiffs had done that which was a legal relinquishment of their suit, he ought to interfere to stay these proceedings.

Rule absolute, without costs.

THOMAS v. STANNAWAY.

Altering teste of a writ of trial.

JUDGMENT.

On a former day, *H. Wilde* obtained a rule calling upon the plaintiff to show cause why the writ of trial and all subsequent proceedings should not be set aside for irregularity. In the issue delivered, the teste of the writ of trial was set out as of the 16th of February, and the return day the 19th following, whereas the actual teste of the writ of trial was the 14th of February, and the return day the 16th of January next. There being no jury to try the cause on the 16th, before the Secondary, the cause was made a *remanet*, and the plaintiff's attorney resealed the writ and altered the return to the [illegible] of February, and caused a fresh indorsement to be made as to when it was to be executed.

In support of the rule, it was contended, by *H. Wilde*, that there was a fatal variance between the issue and the writ of trial, and that the plaintiff's attorney had no authority to make the alteration in the return-day as he had done.

Against the rule, *Thomas* argued that the variance relied upon was immaterial, and that the plaintiff's attorney was perfectly justified in making the alteration. (See 2 Law T. 186.)

His LORDSHIP now delivered his judgment, and directed the rule to be discharged, on the ground that, however irregular it was for an attorney to alter the return of a writ without the order of a judge, yet that, as this amounted only to an irregularity, it was waived by the lapse of time.

Rule discharged with costs.

REG. v. JUSTICES OF WIGAN.

Certiorari to remove an order of justices.

Where a certiorari is applied for to remove an order of justices, the affidavit should set out a copy of the order.

Where an order of justices is not in writing, no certiorari can issue to bring it up.

Cowling shewed cause against a rule for a *certiorari* to remove an order of justices at a special sessions, holden pursuant to the 6 & 7 Wm. 4, c. 96, s. 6, whereby a certain rate of 666*l.* was reduced to 474*l.* and he took as a preliminary objection, that the affidavit on which the rule was moved, did not set out the order itself, or give any reason for its not being set out, and that it did not therefore appear that there was in fact any order in writing.

Godson, Q. C.—It may be taken, as I believe was the fact, that there was no order in writing.

COLERIDGE, J.—Then how can I remove it by *certiorari?* If there is no order in writing, there is nothing to remove.

The rule must be discharged without costs.

Ex parte JACKLIN.

Conviction under the 4 Geo. 4, c. 34, s. 3 (the Masters and Servants Act).

Where the misconduct imputed to the servant amounts to a felony, the justices have no jurisdiction to convict under this Act.

Gunning shewed cause against the discharge of this prisoner (see 3 Law T. 185), and produced a conviction which he contended was good, and therefore cured all the defects of the warrant. The misconduct as alleged against the applicant was set out in the conviction, and was, that he opened his master's granary with a skeleton key, in the night, and purloined a quantity of barley, which he gave to his master's horses.

Whitehurst, contrà.

COLERIDGE, J. said that, although mere captious objections ought not to be countenanced, yet it nevertheless was necessary to restrain magistrates from perverting an Act of Parliament to purposes not within it, and that, admitting that the prisoner was a servant in the charge of horses, or a farm-servant, yet the evidence shewed that the offence was a felony, and not therefore the subject of a summary conviction under the Act.

Rule absolute for the discharge.

Ex parte JOHN FULLER.

Commitment under the 11 Geo. 2, c. 19, for fraudulently conveying away property to cheat the landlord —Defects in commitment.

This prisoner had been committed to the county gaol for Huntingdon upon a conviction under the 11 Geo. 2, c. 19, ss. 1 & 4, for clandestinely removing his goods to prevent his landlord from distraining upon them for arrears of rent, and had been adjudged to pay a sum of 20*l.* to his landlord (double the value of the goods), and in default to be imprisoned and kept to hard labour for six months.

The objections to the commitment were,

1. That it did not appear that the two persons who made it were two magistrates authorized within the Act.
2. That it did not allege or find any rent due in respect of the premises.
3. That it did not find that the relation of landlord and tenant existed at the time of the removal.
4. That it did not appear that any complaint was made by the landlord or his bailiff or agent.
5. That it did not allege that the removal was *after* the rent became due.
6. That it was not shewn that the 20*l.* was unpaid.
7. That it was not alleged that any warrant had issued.
8. That it was not found that the present applicant had not sufficient goods whereon to distrain for the sum awarded.

The order itself was brought up, to which a variety of objections were made.

Henderson, in support of the return.

Gunning, contrà.

The rule was ultimately disposed of upon the argument upon the fourth objection; COLERIDGE, J. observing, that no rule is more certain than that a commitment must shew enough to give the justices jurisdiction; that in this case it is essential that there should be a complaint in writing; and that, far from there being any such in writing, there is no statement of any complaint at all; nor could it be intended that a complaint had, in fact, been made, upon the presumption, as it was argued, that the justices would not have acted without it; since such an intendment would be made in every case, and would have no limit.

Prisoner discharged.

BELL v. PAXTON.

All motions for new trials, whether the cause were tried at Nisi Prius or before the sheriff, must be made within four days of the return of the distringas or writ of trial, reckoning the return-day of the writ as one of such four.

Granger shewed cause against this rule, which was obtained by *Watson*, for a nonsuit or for a new trial. The cause was tried before the undersheriff of Durham, on the 22nd of May, and the writ was returnable on the 24th. This rule was moved for on the 29th of the same month. It was now contended as a preliminary objection, that the rule was moved for a day too late; that the motion should have been made within four days after the return of the writ, reckoning the day of the return as one. That this is clearly so in all causes tried at the assizes in which the *distringases* are always made returnable on the first day of the next term, when the motion *must* be made within the four first days of term, unless leave is obtained to make it after.

Watson, Q.C. contrà.—The four days are *exclusive* of the return-day, and mean four *clear* ones. There is sometimes great difficulty in getting the undersheriff's notes in time.

COLERIDGE, J.—That would be a ground for a special application to postpone the motion.

Watson.—The books of practice lay it down that the motion is to be made within four days *after* the return of the *distringas*. (*Wheeler* v. *Whitmore*, 4 Dowl. 245.)

COLERIDGE, J.—I think you are too late; the Master reports to me that you must include the return-day in the four. The rule, you say, is a strict one; it must, therefore, be held strict.

Rule discharged.

REG. v. THE JUSTICES OF FLINTSHIRE.

Ex parte The PARISH OF LLANGERNIEW, Appellants, and The PARISH OF CWM, Respondents.

Where an order of removal is quashed at sessions, and a subsequent order is obtained, which is appealed against, on the ground that it is made after a former order quashed, the respondents have a right to shew by evidence that such former order was not quashed on the merits.

On a former day, *Townsend* had obtained a rule *nisi* for a *mandamus*, commanding the above justices to enter continuances and hear an appeal. It appeared that on the 5th December, 1842, an order of removal had been made, and that on the 13th of March, 1833, notice and grounds of appeal were given. On the 30th March the respondents gave notice of abandonment, and it was then agreed that the order should be quashed. The appellants having entered their appeal at the previous sessions, appeared at the spring sessions and got the order quashed generally. Subsequently the respondents obtained another order of removal, which was appealed against, one of the grounds being that a former order of removal had been quashed. This appeal came on for trial at the last Michaelmas sessions, when the respondents tendered evidence to shew that the former order was quashed on a point of form only. The Court of Quarter Sessions, however, refused to hear evidence on this point, on the ground that evidence was inadmissible to qualify a former order. They, however, granted a case, which was not brought up, inasmuch as it was objectionable in form, and would not have been entertained.

Hayes, for the appellants, contended that the justices were right, and that as the consent to quash was general, the order of Sessions, being general, was correct, and could not be varied.

Townsend, for the respondents.—We had a right to shew on what grounds the former order was quashed; the Sessions were wrong in refusing to hear evidence. (*Reg.* v. *The Justices of Lancashire*, 2 D. & R.; *Reg.* v. *Peranzabuloe*, 3 Gale & Dav.; 13 L. J. M. C. 47.)

COLERIDGE, J.—The question is, whether the Sessions have heard this appeal or not? If they have, this Court will not interfere; but if they have not, it will do so. Now, have they heard the respondents? An order of removal is made, and agreed to be quashed by consent; it is accordingly quashed generally by the Sessions. Another order of removal is made to which there is an appeal, and the appellants go to the sessions and this order of Sessions is put in, and it appears to be general; and if you admit no evidence, it must be taken as conclusive. It was open, however, to the other side to shew that the order was not made upon the merits. It is said that this is a solemn order of Sessions, but this must be understood as the facts really were. I think that the Court ought to have received the evidence. I do not say how the decision of the Sessions will ultimately be, but the fault has been that they have refused to

hear. If they had heard the evidence on which each party relied, and had then said "We will not disturb the order," this Court would not have interfered. I think, therefore, that the Sessions have not heard this case, and that they *ought* to hear it.

Rule absolute.

(Before Mr. Justice WIGHTMAN.)
Wednesday, June 12.
REG. *v.* ——.

Certiorari to remove from a borough, an indictment, when same shall have been found, on the ground of difficult points of law being likely to arise,—that he cannot have an impartial trial without removal, and to enable him to have the assistance of Queen's Counsel.

Erle, Q.C. moved, under the provisions of the 60 Geo. 3, c. 4, s. 4, for a writ of *certiorari* to remove an indictment which may be found at the ensuing sessions for the city and borough of Bath into this court, with the view to its being sent down for trial at the next assizes for the county of Somerset. This application was made at the instance of the defendant, who was stated to be a gentleman occupying a high position in the city of Bath, and who has recently been held to bail to answer a serious charge at the next sessions for that city. The motion was founded upon an affidavit, which stated that the defendant was anxious to have the professional assistance of Queen's Counsel; that difficult points of law were likely to arise; and that, from his position in the town, he would not be likely to have an impartial trial. *Certiorari granted.*

BADAM *v.* BATEMAN.

Where a writ of distringas to compel an appearance is made returnable in vacation, it is a void writ, and not merely an irregular one.

R. A. Price shewed cause against a rule to seaside the writ of *distringas* to compel an appearance, the objection to the writ being that it was made returnable on a day in vacation (15th May). He contended that this, being merely an irregularity, the det fendant should have come to the Court to have set the writ aside within eight days after it was executed (*Alexander* v. *Smith*, 1 Dow. & Low. 467); and that as he had not obtained his rule until the eleventh day after, he was too late.

Smythies, contrà.—The writ of *distringas* made returnable in vacation is altogether void (*Kenworthy* v. *Peppial*, 4 B. & A. 288), independently of which, the delay runs alone from the time when a party has notice of what has been done. The motion here was made on the eleventh day, Sunday having been the tenth, and the defendant having been from home when the *distringas* was executed.

WIGHTMAN, J.—It appears to me that this is a void process, and the rule must be made absolute.

Rule absolute.

BUSINESS OF THE WEEK.
Friday.

DOE *dem.* BROMLEY *v.* ROE.—*Humfrey* moved to set aside the judgment and all subsequent proceedings herein. *Rule nisi.*

ROSE *v.* THE PORT TALBOT COMPANY.—*Williams* applied for leave to plead certain pleas in addition to the general issue. *Hurlestone* shewed cause i. the first instance. WIGHTMAN, J. thought the general issue sufficient, and ordered the objectionable pleas to be disallowed.

DIMSDALE *v.* ATKINSON.—*Fish* moved for a rule calling upon an attorney to pay over a sum of money. *Rule nisi.*

Saturday.

THOROUGHGOOD *v.* ROBINSON.—*Pearson* moved to set aside the demurrer herein as frivolous.

Rule refused.

FOSTER *v.* WILLIAMSON.—*Martin*, Q. C. shewed cause against a rule obtained herein by *Wordsworth* for a new trial.

Rule absolute on payment of costs.

ALDERSON *v.* WESTEL.—*Cowling* shewed cause. *Bliss*, contrà. (See 3 Law T. 166.)

Rule absolute.

CROCKER *v.* EVANS.—*Erle*, Q. C. and *Thomas* shewed cause in this case. *Temple* and *Charnock*, contrà. (See 3 Law T. 166.) *Rule absolute.*

Ex parte MR. SERJT. LUDLOW.—*Manning*, Serjt. moved for a *certiorari* to remove into this court a presentment of the Court of Sewers, for the Lower Level of the county of Gloucester, which found that a certain wall was out of repair, which Mr. Serjt. Ludlow was bound to maintain, and which imposed a fine, with a notice to him to appear at the Court of Sewers to be holden on the 11th inst. if he felt aggrieved. *Rule granted.*

Ex parte ARNALL.—*B. Robinson* moved for a *certiorari* to bring up the inquisition and depositions, taken before the coroner of Pontefract on a charge of manslaughter, taken on the body of Charlotte Tinney, strike five counts, his being admitted to bail.

Rule discharged. *Rule granted.*

DOE *dem.* WILLIAM... *Monday.*

Jervis, Q.C. and *Welsby*, INHABITANTS OF BRAMPFORD obtained by *Hayes* to ... moved for an attachment against the defendants, at whose instance this road indictment had been removed by *certiorari*, for the nonpayment of the prosecutor's costs, amounting to 80*l.* 3s. 2d. The indictment had been preferred at the Devonshire quarter sessions, and removed from thence by the parish officers, and a verdict was ultimately returned (on a trial at the assizes) for the Crown. (5 W. & M. c. 11, ss. 2, 3.)

Rule granted.

Ex parte ——.—Application was made on the behalf of a gentleman articled to Mr. Barber, who was lately tried and convicted of felony, to have his articles discharged, and for leave to enter into fresh articles with some other attorney.

Application granted.

REG. *v.* THE CORONER OF POMFRET.—*Ellis* shewed cause, in the first instance, against this rule. *Tomlinson*, contrà. (See 3 Law T. 165.)

Rule absolute for a certiorari; the inquisition to be quashed without argument on its return.

REG. *v.* HARTLEY.—*Corrie* moved to set aside the judgment on the warrant of attorney given in 1844, and also the writ of *ca. sa.* *Rule nisi.*

MACNAMARA and WIFE *v.* GINGER and ANOTHER.—*Whateley*, Q.C. and *Simpson*, shewed cause against this rule. (See 2 Law T. 128.) *Byles*, Serjt. and *Hance*, contrà. *Rule absolute.*

STONEHEWER *v.* FARRER.—*Baines*, Q. C. moved to set aside the award herein. *Rule nisi.*

Tuesday.

Re MORFETT and ANOTHER and MORFETT.—*Watson*, Q. C. moved to set aside this award, on the grounds—1st, that the award was made out of time; 2nd, that it awarded on a matter not in dispute; 3rd, that there was no notice of meeting given to the parties; and for other objections. *Rule nisi.*

NICHOLLS *v.* WARREN.—*Bramwell* moved to set aside the award herein, which was of all matters in difference, and to ascertain the rights of the parties in respect to a water course and the quantity of water, on the ground that the arbitrator had not determined the parties' rights. *Rule nisi.*

REG. *v.* DITCH and OTHERS. — *Huddlestone* moved for a *certiorari* to remove this indictment, which has been found at the Central Criminal Court against the above parties, for a conspiracy to defraud a person of his goods, into this court, on the ground that difficult points of law would arise.

Rule granted.

MACTAGGART *v.* WEDDERBURN.—*Pashley* moved for an attachment against the sheriff of Yorkshire, for making a bad return to a writ of *exigi facias*, and to quash the same return. *Rule nisi.*

WALKER *v.* THE LONDON AND BLACKWALL RAILWAY COMPANY. *Rule absolute.*

Ex parte CHARLES HALLS.—*Lush* moved on the reading of the return to the *habeas corpus* herein, and on proof of notice to the prosecutor and the magistrates, that the prisoner should be committed to Newgate. (See report of Saturday.)

Committed accordingly.

THE QUEEN ON THE PROSECUTION OF THE DUKE OF BRUNSWICK *v.* BARNARD GREGORY.—*Platt*, Q.C. moved to postpone the trial of this case, which stands as a special jury for the 15th inst. until Hilary Term next, on the ground that Mr. Gregory being at present in confinement in Newgate at the instance of the prosecutor and Mr. Vallance, on two sentences, which will not expire until the 26th of November next, no object as regards punishment can be served by his being tried before then; independently of which, from illness and his confinement and the restrictions upon the use of pen and ink, he will not be able to prepare himself for the trial as at present fixed. *Rule nisi.*

Wednesday.

SIMPSON *v.* NORTON.—*F. V. Lee* moved to set aside the interlocutory judgment signed herein for irregularity, the declaration having been filed on the 4th June, and judgment having been signed on the 8th, being a day too soon. *Rule nisi.*

COLLEY *v.* FOSTER.—*Hoggins* moved to enlarge this rule. (See 3 Law T. 186.) *Rule enlarged.*

DOE *dem.* WEBB *v.* ROE.—*Ogle* shewed cause against this rule; *Merewether*, contrà. (See 3 Law T. 186.)

Rule absolute.—Breaches to be delivered within a week.—Costs in the cause.

BOLTON *v.* HOLSON.—*V. Williams* shewed cause against this rule; *Horn*, contrà. (See report 10th instant.) *Rule discharged with costs.*

THE QUEEN *v.* THE JUSTICES OF HERTFORD.—*Hawkins* moved for a *certiorari* to remove an order of justices made under the 4 & 5 Wm. 4, c. 59, for defects apparent on its face. *Rule granted.*

BENNETT *v.* SIMONS and ANOTHER.—*Unthank* moved to make this rule absolute. (See 3 Law T. 166.) *Rule absolute.*

CRUTCHLEY *v.* THE LONDON AND BIRMINGHAM RAILWAY.—*Bovill* shewed cause against a rule obtained by *Fitzherbert* for setting aside an order of Mr. Justice Coleridge herein.

Rule absolute on terms agreed upon.

FULLJAMES *v.* NEWPORT.—*Humfrey* shewed cause; *Gurney*, contrà. *Rule discharged with costs.*

EVANS *v.* BROOKS.—*Lucas* shewed cause; *Lush*, contrà.

Peremptory undertaking to try in a month if cause to go before the sheriff, otherwise next term.

THE QUEEN *v.* THE JUSTICES OF CORNWALL.—*Greenwood* requested leave to make this motion to-day instead of yesterday, on the same facts, sufficient time after the notice not having expired until to day. *Rule granted.*

DOE *dem.* FINCH and OTHERS *v.* ROBERTSON.—*Ball* shewed cause against this rule; *Lush*, contrà. (See 3 Law T. 184.)

Rule absolute with costs—the costs of the ejectment to be again taxed.

WIGG *v.* BROWN.—*Whigham* shewed cause against a rule obtained herein for a nonsuit or a new trial; *Watson*, Q.C. and *Pearson*, contrà.

Rule absolute for a nonsuit.

LAMBERT *v.* LYDDON.—*M. Smith* moved for a rule *nisi* to change the venue in this action back again to Somerset, to which it had been originally changed, on an order made on special circumstances, and from which county the plaintiff had, on the common affidavit, brought it back to Middlesex.

Rule nisi to shew cause on Friday at chambers.

Re RUPERT RAINES, gent.—*James* shewed cause against this rule. (See 3 Law T. 186.) *Whateley*, Q.C. contrà. *Referred to the Master.*

WALKER *v.* THE LONDON AND BLACKWALL RAILWAY.—*J. H. Smith* applied for leave to open this rule, he having been instructed only last evening. (See 3 Law T. 186, and report for 11th instant.) *James* consented, on condition of cause being shewn at chambers in a fortnight.

Rule opened accordingly.

PAGE *v.* SMITH.—*Lush* shewed cause; *Butt*, contrà. (See 3 Law T. 186.)

Rule absolute on the second objection.

BOORMAN *v.* BROWN.—*Kelly*, Q.C., shewed cause herein; *Channby*, contrà. *Cur. adv. vult.*

HARRIS *v.* PEAKE.—*Lush* shewed cause; *Butt*, contrà. (See 3 Law T. 165.)

Rule discharged with costs.

Bankrupt and Insolvent Courts.

COUNTRY COMMISSIONERS' COURTS.

BRISTOL DISTRICT BANKRUPTCY COURT.
(Before Mr. Commissioner Serjt. STEPHEN.)
Friday, June 7.
Re BARRETT (see ante, p. 140).

An apothecary may petition for protection from arrest notwithstanding his debts amount to 300l.

His HONOUR, in giving judgment, said—Two questions were raised in this case: one, whether the insolvent was an apothecary; the other, whether by being an apothecary, he was excluded from the benefit derived from petitioning this Court by the 1st clause of 5 & 6 Vict. c. 116. Although my opinion was rather adverse to the insolvent's wishes on the first point, yet I do not consider it necessary to decide that now, for with reference to the second point, I think that the insolvent is not excluded from the benefit of this Act, even supposing he has been, and is, an apothecary. I have carefully considered the terms of the Act, and though it cannot be doubted but that the intention of the Legislature was to include this case, yet that intention is not expressed; this is an omitted case in the Act, and of course the insolvent is entitled to the benefit of *his* being an omitted case. The words of the statute are "not being a trader within the meaning of the statutes *now* in force relating to bankrupts;" and the question is, whether this insolvent, as an apothecary, does not fall within this description. I do not think he does; he was not a trader within the meaning of any statutes in force *at the time of the passing of the* 5 & 6 Vict. c. 116. At that time the 6 Geo. 4, c. 16, was the latest Bankrupt Act; the 5 & 6 Vict. c. 122 (by the 10th section of which apothecaries are made liable to the bankrupt laws) was not then in force. That Act came into force at the same time as the new Insolvent Debtors Act, 5 & 6 Vict. c. 116. Prior to the 5 & 6 Vict. c. 122, it was decided that any apothecary, not trading as a druggist, was not liable to the bankrupt laws; it therefore follows that this insolvent is not a trader within the meaning of any bankrupt laws *in force at the time of the passing of the Insolvent Act*, and on this construction he is entitled to petition this Court. *Final order granted.*

Homes, in support of the insolvent.
Bridges, insolvent's attorney.

THE LEGISLATOR.

Summary.

No progress has been made with any measure of interest to our readers. The County Courts Bill bides the fate of the Debtors and

Creditors Bill in the Lords. The Ecclesiastical Courts Bill is adjourned, and probably will be permitted to expire. Sir JAMES GRAHAM *says* that the Lord Chancellor *intends* to introduce a Bill for the regulation of Charitable Trusts, and to pass it this session; but with his lordship there is unfortunately a wide difference between *saying* and *doing*. He is pre-eminently a man of good intentions. We fear, from the delay in the Debtors Bill, that there is a hitch somewhere. We hope not, for it is a most important and useful measure, and as it affects so many interests, it ought not to be delayed.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Tuesday, June 11.

Appeal in Criminal Cases.

Thursday, June 13.

Duchy of Cornwall Assessionable Manors.
Duchy of Cornwall Lands.

BILLS READ A SECOND TIME.

Thursday, June 6.

Dissenters' Chapels.
Sugar Duties.

Friday, June 7.

Salmon Fisheries, Scotland.

Monday, June 10.

Joint Stock Companies' Registration.
Joint Stock Companies' Remedies.

Wednesday, June 12.

Aliens Bill.

BILLS READ A THIRD TIME AND PASSED.

Thursday, June 6.

Forestalling, &c.
New South Wales, &c. Government.

Monday, June 10.

Vinegar and Glass Duties.

Thursday, June 13.

County Rates, &c.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Tuesday, June 11.

Necton Tithes.

Wednesday, June 12.

Earl of Guildford's Estate.
Irvine's Estate.

BILLS READ A SECOND TIME.

Monday, June 10.

Pendleton Roads.

BILLS READ A THIRD TIME.

Thursday, June 6.

Laken Heath and Brandon Drainage.
Croydon and Epsom Railway.
Taff Vale Railway.
Preston and Wyre Dock.
Nottingham Improvement.

Friday, June 7.

Edinburgh, Leith, and Grantham Railway.

Monday, June 10.

Eastern Union Railway.

Tuesday, June 11.

Ness Fisheries.

Thursday, June 13.

Brighton, Lewes, and Hastings Railway.
Manchester Bonding.
Stone's Estate.

ROYAL ASSENT.

Mr. Speaker reported the Royal Assent to—Customs Bill; Stamp Duties Bill; Factories (No 2) Bill; Bailiffs of Inferior Courts Bill; Edinburgh Agreement Bill; West India, &c. Relief Bill; Courts Martial (East Indies) Bill; Lancaster and Carlisle Railway Bill; Blackburn and Preston Railway Bill; Maryport and Carlisle Railway Bill; Northern and Eastern (Newport Deviation) Railway Bill; Salford Improvement Bill; Birkenhead Improvement Bill; Leeds New Gas Bill; Globe Insurance Company Bill; Haltwhistle Inclosure Bill: Farrington and Cwmgilla Inclosure Bill; Rodbard's Name Bill.

SESSIONAL PRINTED PAPERS.

Par. Num.
285. Petty Sessions, &c.—Abstract of Returns.
343. Bill—Chaplains to Hospitals, &c. Ireland.
346. — Sugar Duties.
297. Gaming—Report of Committee.
318. Railways—Fifth Report of Committee.
347. Poor Relief Ireland Act—Return.
328. New Zealand—Further Return.
340. Coopers—Copy of Memorials and Petitions.
342. Bill—County Rates, &c. Amended.
350. Bank of Ireland Branches—Return.
333. Fire Insurance—Accounts.
123. Hawkers' Licenses—Return.
351. Pentonville Prison; Penitentiary, Milbank—Returns.
339. Bill—Dissenters' Chapels, Amended.
Poor Law Inquiry, Scotland—Appendix, Part I.
349. Poor Law—Paper.
179. Colonies—Return.
361. Bill—Parishes (Scotland), Amended by Committee, on Re-commitment, and on Report.
Poor Law Inquiry, Scotland—Appendix, Part 2.

HOUSE OF COMMONS.

POSTPONEMENT OF THE ENSUING ASSIZES.

WEDNESDAY, JUNE 12.—Mr. E. BULLER said that in consequence of an appeal which was shortly to be brought before the House of Lords, the judges were not able to fix a day for holding the assizes. The question which he wished to put to the right hon. baronet opposite (Sir James Graham) was, whether he was aware of the time when the appeal would come on before the Upper House?—Sir J. GRAHAM said that the appeal on the writ of error would arrive in town in the course of twenty four hours. On the part of Government, every effort would be made to expedite the hearing, so as, he believed, to enable the judges to proceed on circuit at a period not later than ten days after the usual time.

IRISH LAW COURTS BILL.

THURSDAY, JUNE 13.—Mr. FRENCH, seeing the right hon. gentleman the Chancellor of the Exchequer in his place, wished to ask him when it was intended to bring forward the Law Courts of Ireland Bill? A great number of persons were interested in the measure, and it had now been in consideration for three years. — The CHANCELLOR of the EXCHEQUER said, that he was waiting for the return of the Attorney-General for Ireland before taking any steps upon the subject, but that he would be able to give the hon. member an answer in the course of two days.

CHARITABLE TRUSTS BILL.

Mr. C. BERKELEY wished to ask the Secretary of State for the Home Department what was the reason of the delay to the introduction of the Charitable Trusts Bill into the other House? It would be in the recollection of the right hon. baronet that, on the discussion which had taken place upon the subject some time ago, the right. hon. baronet promised that the Bill would be introduced by the Lord Chancellor in a fortnight. Three weeks had passed away since then, and yet no step had been taken as to the introduction of the Bill. He therefore thought it fair to give notice that if the Government brought in a Bill on that subject during the present session, in the month of July, when the House must be very thin, he would think it his duty to throw every obstacle in the way of the Bill which the rules of the House would allow.—Sir J. GRAHAM stated, that the Bill was then in the course of preparation by the Lord Chancellor, and that he had every reason to think that the Bill would be passed through during the present session. The power of introducing a Bill was in the hands of the Government, but the power of passing it rested with the House. The hon. member was aware that a whole evening was passed in discussing the first clause of the Ecclesiastical Courts Bill, and it was therefore impossible to say when a measure might be carried through the legislature.—Sir G. GREY said, that the right hon. baronet might rest assured that the Ecclesiastical Courts Bill would always meet with the same opposition in the house; at least, unless its present form were very greatly modified. —Mr. T. DUNCOMBE expressed his surprise, that, after what had fallen from the right hon. baronet, the Charitable Trusts Bill had not been introduced into the House of Lords, especially as that House did not seem to have very much to do. (A laugh.)—Sir J. GRAHAM was quite ready to abide by his former assertion. The Lord Chancellor would introduce the measure into the House of Lords, and on the part of the Government there was a most earnest desire to pass it during that session. —Mr. C. BERKELEY wished to know whether the right hon. baronet could state positively when the Bill was to be introduced?—Sir J. GRAHAM said, that the Bill was in the course of preparation by the Lord Chancellor, and would be introduced as soon as it was complete.

REPORT OF THE SELECT COMMITTEE ON GAMING.

The Select Committee appointed to inquire into the existing statutes against gaming of every kind, to ascertain to what extent these statutes are evaded, and to consider whether any and what amendment should be made in such statutes, have proceeded to inquire into the matters referred to them, and have agreed upon the following report:—

Upon the first branch of their inquiry your committee have obtained the assistance of Mr. Justice Patteson, and of Mr. Starkie and Mr. Bellenden Ker, the two commissioners for making a digest of the criminal law; and they beg to refer to the evidence of those three persons, and to the papers furnished by the two latter, and inserted in the appendix to this report, for a full and accurate detail of the enactments now in force which bear upon gaming of all kinds, and for a statement of the governing decisions which have been made by the courts of law upon cases which, under those enactments, have been brought before them for judgment.

Your committee feel that it would be impossible for them to give in a more condensed form the substance of the statements made by those learned persons; and that if they were to attempt to make an abstract of those statements, they would either mislead the House by an imperfect recital, or render their report unnecessarily long by superfluous repetition of matters contained in the appendix.

It will be seen from these statements, that upon some branches of this subject much uncertainty exists as to what the law, as bearing upon any given case, really is; and that some of the statutes do not contain within themselves sufficient elements for an application of their enactments, in all cases, without reference to the provisions of other statutes, which in their turn are sometimes of doubtful construction; and in regard to one branch of the subject, namely, the application of some of these statutes, and especially of the Act of the 9th of Anne, clause 14, to horseracing, there seems good grounds for believing that the decisions by which the courts are stated to have been guided are at variance with the intention of the framers of the law which has been so construed.

The laws now in force about gaming may be divided into four classes:—

1. Those of very early periods, which prohibited certain games and amusements on political grounds, and in order that the people might not be led by such diversions to disuse the practice of archery, a general skilfulness in which was deemed essential for the defence of the realm. (17 Edw. 4, c. 3; 33 Hen. 8, c. 9.)

2. Those which were of the nature of sumptuary laws, being intended to prevent what the framers of those laws considered excessive gaming; and being thus destined to restrain individuals from wasting their substance by losing too much money on games and pastimes.

3. Those which belong to the class of laws against fraud, and which have for their purpose to prevent cheating and other unfair practices in games upon which money is to be lost and won.

4. Those which relate to public morals, and which prohibit common gaming-houses and public gambling as public nuisances, by which the peace of society may be disturbed, and by which simple and unwary men are liable to be led into dissolute and vicious habits, whereby the morals and interests of the community would be injured.

The ways in which these various laws profess to accomplish their several purposes are—first, by imposing pecuniary penalties upon offending persons; secondly, by rendering all winnings null and void in certain cases, and by giving losers a power to recover sums which they have paid to winners; and, thirdly, by making offenders liable to imprisonment and hard labour.

Such is the general outline of these laws, the principal of which are as old as the reigns of Chas. 2 and Queen Anne, and some of which are of a still earlier date.

With regard to the extent to which these laws have been evaded, your committee might be justified in saying that, with the exception of the enactments for the suppression of common gaming-houses, these laws have, generally speaking, and with some particular and occasional exceptions, seldom been called into action.

In fact, many of the enactments of these laws are founded upon notions and maxims which prevailed in times long since gone by, and are at variance with the habits and manners, and opinions of the present day; and it is manifest that laws of such a kind, though they may continue to live in the statute-book, will seldom be heard of in the courts.

But to keep upon the statute-book laws of a penal character which have become obsolete and are little known, having fallen into desuetude, is not a matter of indifference; because such laws being called into action now and then, in special and particular cases, from motives arising out of personal considerations, become snares for the few, instead of being restraints for the many; and, instead of promoting what their framers considered to be the public interest, they are converted into instruments for gratifying the passions of private individuals.

It will be naturally inferred from these remarks that your committee are prepared to recommend that considerable alterations and amendments should be made in these laws.

And, first, they beg to recommend that the old and obsolete enactments which restrain persons of any degree from playing at certain games, many of which are conducive to health as well as to amusement, should be repealed. The political motive upon which those enactments were founded has long ceased to exist, and, even if these laws were expedient when they were passed, which may well be doubted, they ought no longer to remain in force.

Secondly, your committee recommend that these laws about gaming, which are of the nature of sumptuary laws, and which prescribe the pecuniary amount which private individuals may win or lose by playing at or by betting upon any game or pastime, be repealed; such laws being, generally speaking, wholly inoperative, and, even if they were effectual for their object, being unsuited to the spirit of the age.

In earlier periods of European civilization it was thought to be the duty of governments to exercise a minute superintendence and control over all those private actions of the members of the community which, through their operation upon the interests of the individuals concerned, could be supposed to bear indirectly upon the general interests of the community at large; and for this purpose the governments thought themselves not only entitled but bound

to restrain the imprudence of private persons, and to protect them against the consequences of their own improvidence.

This notion was not confined to despotic governments, but was shared by representative legislatures; and thence arose the laws on our statute-book, which prescribed to the different classes of the people what apparel they should wear, what games they should play at, what amount of money they might win or lose, how their tables should be served, and which established many other interferences with the free action of individuals in the management of their private concerns.

Such regulations are out of date; and nobody now disputes the opinion of Adam Smith, that governments ought not to pretend to watch over the economy of private people, and to restrain their expense by sumptuary laws; but that if they look well after their own expenses, they may safely trust private people with theirs.

Your committee consider as comprehended under this recommendation all the enactments which impose penalties for losing or winning more than a certain amount of money at games, or bets upon games, played under circumstances not otherwise prohibited by law; and they are of opinion that these penalties ought to be repealed.

What sense can there be in declaring by law that a man may win or lose 10*l.* by a game or a wager; but that if he win or lose a larger sum, he shall be liable to a heavy fine? Does such a law even accomplish its own apparent purpose of protecting individuals from their own imprudence? For may not that sum, the loss of which is a trifle to a man in one class of society, be a matter of great importance to another man in a poorer condition? And if protection is the object of this law, does it not protect most of those who from their station in life need protection the least, and leave comparatively unprotected those of an inferior class, who may be severe sufferers from apparently small losses?

In the last century the practice of betting was much more common in this country than it is now; bets about disputed facts and upon future events were things of daily occurrence, and a wager was proverbially known to be an English way of settling a controversy. At present wagers are chiefly confined to sporting events, but the practice of wagering is still deeply rooted in the habits of the nation, and the practical imposition of pecuniary penalties for wagers would be so repugnant to the general feelings of the people, that such penalties would be scarcely ever enforced, or if enforced, would be looked upon as an arbitrary interference with the freedom of private life. A somewhat similar case exists with regard to time bargains for the purchase and sale of stock in the British funds. Such transactions are made penal by the Act of 7 Geo. 2, c. 8; but it is perfectly notorious that such transactions go on daily, and to a great extent, and the law against them is inoperative.

So, also, may be instanced the laws against forestalling and regrating, which, though rigorous in their enactments, are daily violated in the ordinary transactions of commerce, and have in later times been allowed to remain a dead letter.

The technical question which Government has to consider upon this branch of the subject is, whether the laws inflicting such penalties shall be abrogated, or shall be allowed to continue; but the practical question is, in fact, the reverse of that. These laws have, generally speaking, not been enforced; and if they were now to be enforced, their enforcement would have the character and effect of a new enactment.

The question, indeed, whether the penalties which are imposed by the statute of Anne for betting more than a specified amount on games should be held to apply to wagers made on horse-races, is one which has not yet been decided by the courts; no case has yet been determined in which that question was directly at issue; and no such penalties, therefore, have ever yet been awarded. If the courts should decide that those penalties do apply to bets on horse-racing, such a decision would practically be tantamount to a new law; and therefore your committee, in recommending that these penalties should be repealed, consider themselves as virtually recommending that things in this respect should be left as they have hitherto been.

But your committee, while they recommend that wagering should be free, and subject to no penalty, are also of opinion that wagers are not matters which ought to be brought for adjudication before courts of law. The law of England considers wagers in general as legal contracts; and the winner of such a wager can, therefore, enforce his claim in a court of law.

The law of Scotland is different in this respect; and the courts in that part of the United Kingdom have held, "that they were instituted to try adverse rights, and not to determine silly or impertinent doubts or inquiries of persons not interested in the matters in question;" and they have decided "that their proper functions are to enforce the rights of parties arising out of serious transactions, and not to pay regard to *sponsiones ludicræ*."

The Scotch courts have, therefore, declined to take cognizance of claims for money won by wagers; and your committee recommend that the law of England should in this respect be assimilated to the practice in Scotland.

If private individuals choose to make wagers with each other, there seems to be no good reason why they should be prevented from doing so, or why they should be punished for so doing; but neither, on the other hand, does there seem to be any sufficient reason why the valuable time of the courts of law should be consumed by adjudicating disputes which may arise between individuals in consequence of such wagers. Such disputes appear to be of the nature of private differences, which, not turning upon the construction of any law or statute, are matters for private settlement rather than for legal adjudication; and such disputes must frequently involve the statement of a variety of trifling details, little suited to the dignity of a court of law, and as to which such court could have no peculiar competence to judge.

Your committee, therefore, recommend that the courts of law should be entirely relieved from the obligation of taking cognizance of claims for money won by wagers of any kind. Persons wagering together should be left to take their chance as to getting from the party with whom they have wagered the money which they have won.

With regard to those enactments which are aimed at cheating and unfair play at games, your committee are of opinion that frauds of all kinds ought to be punishable by law; and that no man should be permitted to enjoy impunity who attempts in any way whatsoever to obtain money fraudulently from another person.

In a preceding passage in this report, your committee, for the sake of perspicuity, made a separate mention of the enactments against deceitful play, and of those which are intended for the suppression of common gaming-houses. But, in truth, both these classes of enactments rest upon the same principle—namely, the propriety of preventing frauds; for common gaming-houses, in which description must be included gaming-booths on racecourses, are founded on fraud—are maintained by fraud—and, as has been stated in evidence, frequently lead by their results to the commission of fraud by persons who, in such places, have begun by being only dupes.

Your committee have to express their regret that the existing enactments for the suppression of common gaming-houses have not hitherto accomplished the purpose for which they were intended. It appears that many houses of this description have been open nightly in the metropolis; and that the parties who are concerned in these establishments have been in the habit of frequenting country races, and of setting up their gaming-tables either in booths on the racecourse during the day, or in hired apartments in some adjoining town during the night.

Your committee cannot too strongly recommend that these nuisances should be effectually put down.

The powers which at present exist for the suppression of common gaming-houses in the metropolis, in addition to those given by the common law, are conferred by the provisions in the Acts which regulate the metropolitan and the city police. These Acts provide, that whenever a superintendent of police shall report to the commissioners, in writing, that there is good ground for believing that any house is a common gaming-house; and if two householders declare, upon oath and in writing, before a magistrate, that such house is commonly reported to be, and is by them believed to be, a common gaming-house, then it shall be lawful for the commissioner, by order in writing, to authorize the superintendent to enter such house by force, if necessary, and, with the aid of such constables as the commissioner may direct, to take into custody all persons who may be found therein.

It seems at first sight extraordinary that the police being invested with such powers, and being aware that fifteen common gaming-houses mentioned in the evidence have been open in Westminster, those gaming-houses should not have been long ago suppressed.

But it is stated that some difficulty has been experienced in finding householders willing to make the necessary affidavits, such persons being apprehensive that by so doing they might expose themselves to annoyance, and get themselves into trouble; and it also appears that in some cases it has happened that after such affidavits have been made, and after the subsequent authority to enter has been given, some time has elapsed before that authority has been acted upon by the superintendent.

The fact seems to be, that the officers of the police have felt in these matters an apparently overstrained fear of being thought to exercise too vigorously the powers conferred on them by the law; and they have also been withheld by apprehensions, carried, as your committee believe, too far, that they might render themselves liable to actions for trespass in the execution of this part of their duties.

The police have been under the impression that it was necessary for their legal security that they should be able to prove that play was actually going on in the house at the time when they entered; and for this end they have been obliged to resort to stratagems and arrangements, which have frequently been the cause of great delay in the execution of warrants given to a superintendent by a commissioner of police.

Your committee believe that such fears on the part of the police are groundless. The public has no sympathy with the keepers and frequenters of these common gaming-houses; and a display of activity on the part of the police in carrying into effect the law for the suppression of such houses must always, your committee are convinced, meet with general approbation.

Moreover, the provisions of the law seem to afford full protection to the officers of the police in the *bonâ fide* execution of their duty.

If the written report and the written affidavits required by the Act are laid before the commissioner, the law enjoins him to give a written authority to the superintendent to enter. The superintendent, therefore, is armed with a strictly legal authority, upon which it his duty to act; and if in acting on that authority he shall use no unnecessary violence, your committee cannot conceive that he can incur any legal responsibility.

Your committee, however, learned, with great satisfaction, on the last day of their inquiry, that a few nights previously the police had, by a simultaneous movement of several parties of their force, entered at one and the same time all the common gambling-houses, seventeen in number, which were then known to exist within the metropolitan police district.

The results of this very praiseworthy measure are stated in the evidence; and, although in the cases of some of the houses so entered, no convictions of the persons found therein have been obtained, yet there can be no doubt that the effect of such interruptions, even in those cases, must be greatly to discourage the keepers and frequenters of these fraudulent establishments.

But your committee are led to think that the efficiency of the action of the police in regard to gaming-houses entered by them would be much increased if they were empowered by law to search the persons of individuals found therein, in order thus to discover concealed implements of gaming; and they are of opinion that convictions of the keepers of such houses would be far more effectual, as examples to prevent the repetition of such offences, if the magistrates who sentence such offenders were, in virtue of the powers conferred on them by the Police Act, to award imprisonment and hard labour, instead of pecuniary fines.

The suppression of gaming-houses in race towns and in other places out of the metropolitan police district is to be effected under the common law and under the enactments of statutes different from the Metropolitan Police Act. Much laxity and neglect have hitherto prevailed in this respect; and your committee think that the attention of magistrates might usefully be directed to this matter. But if it should be found that the powers given by the existing law are insufficient, your committee would recommend that additional powers should be conferred.

Your committee have found that it is the practice on some race-courses to let out ground for the erection of gaming-booths during the races, in order that the high rents paid by the keepers of these booths may be added to the fund whence prizes to be run for are given; and some of the witnesses examined have stated that certain race-meetings, which they have named, could not be kept up if this practice were to be discontinued.

Your committee would be sorry to appear to discourage horseracing; the sport has long been a favourite one of all classes of the British nation, both at home and abroad, and it has been systematically encouraged by the Government, by means of numerous plates annually given by the Crown to be run for, with a view to the important object of keeping up, by the competition of private individuals, and without any other charge to the Government, an improved breed of horses throughout the country.

But your committee cannot consider the establishment of gaming booths on racecourses as in any way an essential accompaniment to racing; and they feel that they cannot too strongly express their opinion, that all such practices ought to be entirely and universally discontinued. If there is in any place a real demand for races, money enough is sure to be subscribed for plates and stakes to be run for; and if at any place sufficient sums for those purposes cannot be raised without the aid of gaming-booth rents, the races at such places had much better be left off.

Your committee think that it would be very desirable that some measures should be adopted for the purpose of suppressing gaming-tables kept by the proprietors of clubs, the mixed character and the regulations of which render it doubtful whether they properly fall within the description of common gambling-houses; provided such suppression could be effected without the violation of the general principle which protects private houses from intrusion. But the inquiries of your committee have not enabled them

to suggest any specific enactments for the accomplishment of this object.

Your committee have some evidence to shew that frauds are occasionally committed in horseracing and in betting on the turf; but they feel difficulty in suggesting any remedies for this evil more stringent, or more likely to be effectual, than those already in existence.

Your committee have in conclusion to state, that they have not deemed it expedient to inquire into the matters connected with the *qui tam* actions which have been suspended for a limited time by an Act of this session.

Those actions were not mentioned in the order of reference, and your committee therefore concluded that it was not expected that they should inquire into them; and, moreover, your committee felt, that to inquire into the matters to which those actions relate would be, in some respects, to try the actions by anticipation, and that by so doing they might at all events extract from witnesses statements which might tend to the future prejudice of some of the parties, if those actions should hereafter be brought to trial.—May 20.

PARLIAMENTARY RETURNS.

The Corn Trade.—A paper containing accounts relative to the import, export, and consumption of corn, grain, meal, and flour, in the year 1843, ending the 5th of January, 1844, has been printed by order of the House of Commons on the motion of Mr. W. Gladstone, the President of the Board of Trade. The statistical information which it contains will be found an useful addition to that already obtained by previous returns relative to grain, printed during the present session, and of which abstracts have appeared in *The Times*. It appears that the total quantity of foreign wheat upon which duty was paid for home consumption from the 5th of January, 1843, up to the 4th of January, 1844, amounted to 843,739 quarters; the quantity of British colonial wheat (under the Act 5 Vict. c. 14), to 12,406 quarters; and the quantity of Canadian wheat (at the fixed duty of 1s.), to 12,412 quarters. No idea, however, can yet be formed of the probable annual importation of corn from Canada at the reduced rate of duty, as the Act (6 & 7 Vict. c. 29) only came into operation last autumn. The total amount of duty received thereon was—for foreign wheat, 601,172*l.*; for British colonial wheat, 2,532*l.*; and for Canadian, 620*l.* The duties ruling in foreign corn during the period in question (1843-44) amounted from January to the end of July 1843, to 20s.; in August and September it fluctuated between 18s. and 14s.; and in October, November, and December, the duty was never lower than 19s. and frequently as high as 20s. The average rate of duty throughout the year may be stated at 14s. 3d. on foreign wheat. The largest quantity of foreign wheat was entered in the month of September, when no less than 600,846 quarters were entered, in one week, at a duty of 15s. per quarter. As many as 46,396 quarters were entered in the same month, at a duty of 17s. and 40,601 quarters at a duty of 18s. a quarter. Under the old corn law, the greater part of the foreign wheat imported during the year was thrown upon the market in September or October, at a duty of 1s. per quarter only, and thus whilst the new law has not restricted the importations, it has secured an immense increase of revenue. The total quantity of foreign wheat and wheat flour imported during the past year amounted to 948,309 quarters, and the total quantity of colonial to 119,239 quarters. The total quantity of foreign and colonial wheat and wheat-flour remaining in warehouse at the end of December 1843, amounted to 220,748 quarters. The highest monthly average price of wheat in England and Wales was 59s. 7d. and the lowest, 46s. 2d. exhibiting a difference between the two extremes of 13s. 5d. The quantities of other foreign grain imported during the year 1843 were as follows:—viz. barley, 178,686 quarters; oats and oatmeal, 84,597 quarters; rye and rye meal, 4,872 quarters; peas, 39,668 quarters; and beans, 47,990 quarters. It further appears that the average annual price of wheat of last year in the island of Guernsey amounted to 44s. per imperial quarter, and in Jersey to 46s. 6d. per imperial quarter, as far as regarded the produce of the island itself, but only 43s. as regarded foreign wheat. The quantities imported into, and exported from Guernsey, were respectively 21,874 quarters, and 4,185 quarters. In Jersey, the respective quantities imported and exported amounted to 33,461 quarters, and 7,513 quarters. The total quantity of wheat and wheat-flour exported from Great Britain was 71,236 quarters, against 1,485,495 quarters imported. The largest wheat-exporting countries to Great Britain are Prussia (which exports about two-thirds of the whole), Germany, Russia, Denmark, and the North American colonies. Belgium takes the greater part of the wheat re-exported from England. From another part of this very interesting return—which has so important a bearing upon the corn-law question—we find that in the year 1842 (from the passing of the new Corn Bill on the 29th of April) the total quantity of foreign wheat imported was no less than 2,612,488 quarters, which yielded a duty of 1,093,340*l.*; and thus the gross total amount which has accrued to the revenue of the country since the Act came into operation is 1,694,512*l.* averaging the sum of 847,256*l.* per annum. The average rate of duty paid in 1842 was only 8s. 4d. whereas in 1843 it was 14s. 3d. a quarter. Finally, it appears that the total quantity of corn, meal, and flour of Irish growth imported from Ireland into Great Britain, in the year ended the 5th of January, 1844, amounted to 3,206,484 quarters, of which 413,466 quarters consisted of wheat and wheat-flour.

Smuggling.—In England, in the last two years, the law expenses for proceedings against smugglers (1,962 cases) were 8,854*l.* 10s. 7d.; the amount of duties received was 320*l.* 0s. 8d.; of penalties, 2,725*l.* 19s. 10d.; for compromises, 3,228*l.* 15s. 8d. In Ireland, in the same period, the law expenses (292 cases) were 1,148*l.* 7s. 3d.; received for duties recovered, 684*l.* 3s. 1d.; for penalties, 841*l.* 10s.; for compromises, 1,071*l.* 6s. 9d. In Ireland, the law expenses were (171 cases) 184*l.* 10s. 8d.; duties recovered, 25*l.* 18s. 11d.; pennalties, 163*l.* 18s.; compromises, 665*l.* 6s. 9d. The English expenses were, of course, much swelled by the Custom-house frauds.

Patent Medicines.—We learn from a Parliamentary return just printed that the amount of duty on patent medicines, in the ten years ending on the 5th January, 1844, was, on an average, nearly 30,000*l.* a year. This shews an immense consumption.

THE MAGISTRATE.

Summary.

A curious document has just made its appearance; it consists of the returns to the Repeal Association of the cases heard and determined in the Arbitration Courts established by that society. They are remarkable both for the number of disputes thus voluntarily withdrawn from the legal tribunals of the country, and still more so for the acquiescence even of the losing parties in judgments which they might have defied had they pleased. It appears from the report, which extends only over the first quarter, that the first sitting of the arbitrators was held on the 29th of September, 1843: in the course of the quarter similar Courts were established in 104 different localities. The returns are made by thirty-three districts only; they give the names of the districts, and of the parties making the return — the number of sittings, the number and nature of the cases decided, and the number who refused to obey the awards. The average period during which the system was in operation in these 33 districts was about *two* months only; and in that time no less than 1,345 cases were brought before the self-constituted tribunals, and of this number only *twelve* refused to obey the award. The report proceeds to state:

"A careful perusal of the statistical table above given will shew that the nature of the cases brought before the arbitrators is no less important than their numbers. Disputes of every possible character have been submitted to their decisions, and their awards have in most cases been cheerfully obeyed. Your committee would here enumerate the several classes of cases in which awards have been made:—

Wages.	Separate maintenance.
Labourers' hire.	Rent.
Book accounts.	Illegal distress.
Damages for assault.	Disputed wills.
Disputed title.	Division of property between co-heirs.
Right of passage.	
Conacre disputes.	Possession of land.

"From this it will be seen that the arbitration system has been proved to be applicable to the wants of the country, and that already cases of almost every—if not of every—possible class of dispute of which the civil law takes cognizance, that can arise among the agricultural, mechanical, and trading classes of society, have been satisfactorily arranged by the arbitrators. Your committee would observe, that in all the cases of assault that have been submitted to arbitration, the plaintiff has sought compensation for personal injury sustained; and the award, when in favour of the plaintiff, has been an award for damage inflicted by the defendant.

"Your committee find that in nearly every case the award of the arbitrators is promptly and cheerfully obeyed. Some cases have occurred in which the temporary inability of the party to comply with the award has caused delay. But refusal to comply with the award is so rare, that it may almost be said to be unknown."

A startling fact is this revolt of a whole nation against the constitutional administrators of the law—a phenomenon without precedent in history, and wonderful enough to make the most careless sober, the most thoughtless thoughtful.

THE LAWYER.

Summary.

It will be seen that the Circuits are to be postponed for the Writ of Error in the State Trials, but such postponement is not to exceed ten days. We confess ourselves unable to perceive the justice of any postponement at all. Why are some hundreds of persons to suffer ten days' additional imprisonment, and, still worse, so many days of the torture of suspense, for the sake of eight men, whose imprisonment is, as compared with theirs, a luxurious retreat? We have heard, we know not if from sufficient authority, that the *Western Circuit* is to take its usual course, as it has been intimated to the learned judges who preside upon it that their attendance at the House of Lords on the 7th July will be excused; that being the day appointed for hearing the Writ of Error. Our legal intelligence of the week exhibits cheering evidence that the Profession is alive to its interests, and that we do not appeal in vain to its members. Petitions are going up to Parliament, from various parts of the country, against the clause that has been smuggled into the Poor Law Amendment Bill, permitting clerks to Boards of Guardians to practise as attorneys in parochial matters. But the Profession want a mouth-piece *in* the House as well as out of it.

LEGAL INTELLIGENCE.

DUTIES OF THE COMMON-LAW MASTERS.

A Return of the various Duties executed by the Masters of the Court of Queen's Bench on the Plea Side.

As taxing officers, the Masters attend at the Masters' office, both in Term and out of Term, to tax costs upon *posteas*, inquiries, writs of trial, rules of court, judges' orders, and other proceedings in causes and matters. They also tax attorneys' bills as between attorney and client, when referred to them; and additional duties have been recently cast upon them in this respect by the new Attorneys and Solicitors Act, under which they now tax some of such bills *ex parte*. In the progress of this business they have very often to investigate and decide upon long and complicated accounts.

The enlarged discretion now exercised by the Masters in taxing bills of costs as between party and party, and the nice questions that arise upon issues found for different contending parties (mixed issues), require a careful examination and analysis of the whole case, and a searching scrutiny into the evidence; duties much more onerous and difficult, and greatly more judicial, than under the former practice; and the Masters' duties are also considerably increased by the recent practice of the commissioners, requiring all bills of costs in bankruptcy to be taxed previous to payment.

Two Masters also attend the two Courts of Queen's Bench, the full court and the Bail Court, during Term; and one Master attends during the recently appointed sittings after Term, and at the sittings of the Court of Error, from the Court of Queen's Bench.

In court the Masters examine and sign, in the name of the Court, all affidavits and writs of *habeas corpus*, and commitments thereon; enter minutes of all judgments, rules, and orders of the Court; record various proceedings; report the practice of the Court, when appealed to thereon, and receive the directions of the Court in all matters referred to them.

The Masters also take the examinations of witnesses, generally attended by counsel; settle special issues, and hear counsel and parties upon references to hear them by the Court, often matters of great importance and difficulty.

The Masters of the Court of Queen's Bench also exercise the power and perform the duties of the following abolished officers:—

The chief clerk,
Secondary,
Clerk of the rules,
Clerk of the papers,
Clerk of the docquets and judgments,
Signer of the writs,
Clerk of the declarations,
Clerk of appearances, estreats, and posteas,
Custos brevium and recordorum,
Clerk of the inner and upper treasury,
Clerk of the outer treasury,
Clerk of the errors,
Filacer and clerk of the outlawries.

In which character they superintend the issuing, passing, and signing of the various writs. They also superintend and revise the drawing up and entering of all orders and rules—"a duty," say the commissioners of 1783, "of the greatest discretion, skill, and care." They also overlook and have the custody of warrants of attorney and cognovits, the filing and keeping careful and correct indexes thereof under the statute, and the custody of all entries, affidavits, writs, rolls, and other matters of record, and the signing interlocutory and final judgments, and correct entry of the same in the judgment and docquet books.

The Masters are also charged with the responsible duty of receiving and paying into the Bank of England the moneys paid into court by the suitors (upon which a poundage of one per cent. was formerly received by the officer), and of paying the same out of court to the suitors; also of collecting and accounting for the fee-fund; the said moneys amounting together to a large sum annually.

There are now no sinecure offices, or offices performed by deputy, in the Court of Queen's Bench.

FORTUNATUS DWARRIS,
A. D. CROFT,
R. GOODRICH,
JAMES BUNCE,
C. R. TURNER,
} Masters of the Court of Queen's Bench.

Return of the duties performed by the Queen's Coroner and Attorney and the Masters on the Crown side of the Court of Queen's Bench.

The various duties performed by the Queen's coroner and attorney and masters on the Crown side of the Court of Queen's Bench, are nearly similar to those performed by the Masters on the plea side of the said court with regard to attendance in court during Term, drawing up and entering the rules and orders, and taxing the costs in all matters on the Crown side of the said court. They are appointed under and by virtue of the statute 6 Viet. c. 20, in lieu of the following officers abolished by that Act; viz.

Secondary,
Clerk of the rules,
Clerk of the affidavits,
Examiner,
Calendar keeper,
Clerk of the grand juries,
Nine clerks in court, and
The Queen's clerk in court.

And they perform the duties prescribed by section 16 of that statute, in the care and custody of the record, and other proceedings on the Crown side of the said court, and the enrolment thereof, filing affidavits, and the issuing and filing of writs, and other proceedings, and all other matters and things relating to the practice and the general business to be transacted on the Crown side of the said court, as directed by the judges of the said court in pursuance of the said statute; they have also to tax all bills in criminal proceedings at assize, sessions of the peace, and Central Criminal Court, when taxed between attorney and client, and parish bills taxed by order of the guardians of the poor.

By the 8th section of the statute 6 Vict. c. 20, certain salaries were granted to the Queen's coroner and attorney and the Masters on the Crown side, in lieu of the compensations awarded to them by virtue of the statute 11 Geo. 4 and 1 Wm. 4, c. 58, and of other profits received by them, and they severally receive such salaries for the duties performed by them.

CHARLES F. ROBINSON,
Queen's Coroner and Attorney in the said court,
WM. SAM. JONES, Master.

UNITED LAW-CLERKS' SOCIETY.

The twelfth anniversary of this excellent society, the merits of which we feel assured only require to be generally known to be duly appreciated, was celebrated on Tuesday evening by a public dinner at the Crown and Anchor Tavern, Strand.

The objects of the society are to establish a general benefit fund for rendering assistance, in the event of death, sickness, or inability, to its members, and to establish a casual fund to afford assistance by loans to law-clerks in temporary distress, whether members or not, to provide situations for law-clerks generally, and the Profession with efficient clerks, and also to form a library of useful legal works.

A numerous company of professional gentlemen sat down to an excellent dinner, the chair being taken by the Hon. Sir Robert Monsey Rolfe, Baron of the Exchequer. Amongst the company we noticed Vice-Chancellor Knight Bruce, Fitzroy Kelly, Esq., M.P.; John Jervis, Esq., M.P.; W. H. Watson, Esq., M.P.; A. E. Cockburn, Esq.; — Gregory, Esq.; — Sewell, Esq.; and various other leading members of the different branches of the Profession.

After the cloth was drawn, and grace (Benedictus) sung, and the usual loyal toasts given,

The report of the society was read by the secretary. It announced that sixteen members were at present receiving pecuniary assistance, to the amount of 47*l*. 2s.; that the total expenditure during the twelve years of the society's existence amounted to 814*l*.; that by the report of April 1, 1843, the society was possessed of funds to the amount of 5,363*l*. 17s. 6d.; that the subscriptions of the present year amounted to 1,479*l*. and the disbursements to 499*l*. leaving a balance, in addition to that of April, 1843, of 980*l*. 6,449*l*. of the total balance had been invested in the public securities. That the committee gratefully acknowledged, besides a donation of twenty guineas from Mr. Scott, the gift of a complete copy of his Law Reports. (Cheers.)

In proposing "Prosperity to the United Law-Clerks' Society," the chairman regretted that it had not previously occurred to him to invite two distinguished individuals at present in this country, members of high standing amongst the lawyers of Prussia, who had been sent to this country by the King of Prussia for the purpose of reporting to his Majesty the state and condition of our laws, and who, he felt assured, would not fail, whatever report they might make, to describe the harmony and friendship existing in the various branches of the Profession.

The toast was most vociferously cheered by the company.

A list of subscriptions was then announced, some of which were as follows: Lord Chief Justice Tindal, 10 guineas; J. Romilly, esq. 10 guineas; Fitzroy Kelly, esq. M.P. 10 guineas; Vice-Chancellor Knight Bruce, 5 guineas; Charles Dickens, esq. 3 guineas; C. Faber, esq. 5 guineas; her Majesty's Advocate-General, 5*l*.; —— Westoby, esq. 10 guineas; Messrs. Dimock and Burney, 10 guineas; and others, amounting to about 250*l*.

The musical arrangements, under the direction of Mr. Young, assisted by Messrs. Lloyd, Fitzwilliam, Jolly, and Leffler, and two youths from Westminster Abbey, and an effective band, gave general satisfaction. The toasts were announced by Mr. James Toole, with his usual energy and vigour.

The Lord Chancellor has appointed Henry Coare Kingsford, of Canterbury, in the county of Kent, Gent. to be a Master Extraordinary in the High Court of Chancery.

CROWN-OFFICE, June 12, 1844.—Her Majesty has been pleased to appoint Edward Goulburn, Serjeant-at-law, to be one of the Commissioners of the Court of Bankruptcy, of London, in the place of John Herman Merivale, esq. deceased.

LIONEL BANCRAFT, Esq. of Barnstaple, Solicitor, was elected, on Saturday, June 1, Town Clerk and Registrar of the Court of Record of that borough.

CALLS TO THE BAR.—INNER TEMPLE, June 7.—The probationary terms to qualify for the degree of Barrister-at-Law having been completed by the undermentioned gentlemen, they were this day sworn in in the accustomed manner, and admitted as members of the bar:—M Richard Musgrave, of the Island of Montserrat; William Andrew Rew, of St. John's College, Oxford; John Dodson De Skelton, of Trinity Hall, Cambridge; Charles James Hargreave, of Wortley, near Leeds; James Welch, of Queen's College, Oxford; Arthur Bigge, of All Souls College, Oxford; Charles Edwards, of Framlingham, in the county of Suffolk; Robert Donn, of St. John's College, Cambridge; and Edward Elcock Mollyneux, of London, Esqrs.

MIDDLE TEMPLE, June 8.—On Saturday evening last, the calls to the bar by this honourable society comprised the undermentioned gentlemen, to whom, according to the existing practice, the accustomed oaths were administered in the dining-hall, before several of the benchers present. This is the only inn of court where the ancient practice exists of the "calls" on the day of their admission to the bar, dining in forensic costume:—Thomas Edward Preston Lefroy, of Fulford, in the county of York; Stanes Brocket Brocket, of Brocket Hall, in the county of Essex; Uvedale Corbett, of Tettenhall, in the county of Stafford; William Frederick Northey, of Tonbridge-wells, in the county of Kent; Benjamin Badger, of Rotherham, in the county of York; and Peter Alexander Michael Strappini, of the city of London, Esqrs.

THE TEMPLE, June 12.—This evening a special call to the bar was made by the hon. Society of the Middle Temple, in the person of Mr. Titus Hibbert Ware, of Edinburgh. The peculiar characteristic of a "special call" is in the fact of its being made only under particular circumstances, and upon petition to the bench, which petition is brought before and decided upon by the benchers when in "parliament" assembled for the transaction of the affairs of their corporate body.

LINCOLN'S-INN.—All the under mentioned gentlemen having kept the full number of terms to qualify for admission to the bar, they were on Friday last sworn in in the usual manner before several Benchers of the hon. Society:—William James Voules, of Somerset-house; William John Payne, of Doughty-street, in the county of Middlesex; William Osborne Maclaine, of Wadham College, Oxford; Henry Sackville Willby, of Bishop's Stortford; John Solomon Cartwright, late of Kingston, in the province of Canada; and John James Randolph, of Hadham, in the county of Hertford, Esqrs.

THE CHANCERY COMPENSATION JOB.—It is not a fair compensation, but an inordinate compensation, to which we are objecting. The Six Clerks ought not to have been summarily discharged without due regard to the inveterate character of the abuse, and the traditional expectations entertained on the successive devolution of that office. But, on the other hand, it is not denied that the Chancellor had inherent power in the great seal to have brought them to reason. An intimation on his part that reasonable compensation was at their service, but that on the presentation of unreasonable claims another mode was within his reach, and we should have heard nothing of these monstrous pensioners. They would have got off on large annuities; but not on terms transcending the imagination of a German prince or an American president. Ex-chancellors have 6,000*l*. a year; ex-six clerks rejoice in 7,000*l*. When ex-chancellors die, the pensions cease; when an ex-six clerk dies, his posthumous annuity begins. Our readers, no doubt, are conversant with the expositions of Mr. Burke in his memorable speeches on economical reform. He painted the separate jurisdictions of Lancaster and Cornwall—the ducal law courts—the palatinate authorities—the triple unity of Kings of England, Dukes of Lancaster, and Dukes of Cornwall. But in none of Mr. Burke's pictures, however exaggerated or however droll—in none of those dramatic and vivid portraitures of antediluvian jobs—is there any thing so droll as so indefensible as a six clerk *millionnaire*. We do not wish these gentlemen to starve, but we object to their having such enormous appanages; it is more than King Loui requires for his naval hero, M. de Joinville; it is more than our Nelsons, or our Collingwoods, received for the Nile and for Trafalgar. It would build churches enough to satisfy Sir R. Inglis, and it would fill our galleries with noble works of art.—*Morning Chronicle.*

A supplement to the *London Gazette* was published on the 3rd inst. for the purpose of making known a series of orders in Council, passed on the 23rd ult., on the representation of the Ecclesiastical Commissioners, constituting separate districts for spiritual purposes in the following places: Stockport, Ashton-under-Lyne, Bolton-le-Moor and Bury, Lancashire; Burslem, Shelton, and Wednesbury, Staffordshire; Whitford, Flintshire; St. Mary, Pembroke; in Bethnal-green (six); All Saints, Newcastle; Camborne and Illogan, Cornwall; Charles the Martyr, Plymouth, Devon; Halstead, Essex; St. John, Horsleydown, Surrey; Birstal, Keighley, and St. George, Barnsley, parish of Silkstone, Yorkshire; and St. Philip and Jacob, Bristol.

PROCEEDINGS OF LAW SOCIETIES.

YORKSHIRE LAW SOCIETY.

At a Meeting of the Committee of the Yorkshire Law Society, held at the Law Library, Minster-gates, York, on the 5th June instant, the following Petition was adopted; and afterwards forwarded to H. R. Yorke, esq. M.P. for presentation.

To the honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble Petition of the undersigned Attorneys and Solicitors practising in the city of York, sheweth,

That by a Bill now before your honourable House for the amendment of the laws relating to the poor in England, it is proposed, by "clause 60," to enact that notwithstanding any thing contained in an Act passed in the 7th year of the reign of her Majesty, intituled "An Act for consolidating and amending several of the Laws relating to Attorneys and Solicitors practising in England and Wales," it shall be lawful for any clerk or other officer to any board of guardians constituted under the therein first-recited Act, or to any district board, if duly empowered by such board, to make or resist any application, claim, or complaint, or to take and conduct any proceedings on behalf of such board before any justice or justices of the peace at petty or special sessions, or out of

sessions, although such clerk or officer be not an attorney or solicitor, or have not obtained a stamped certificate in pursuance of the provisions of the said Act.

That the said Act of the 7th year of her present Majesty's reign was not passed without full consideration, and it appears unnecessary that its provisions should be repealed in the manner proposed. That your petitioners have had a great portion of their time occupied, and have been at considerable cost, in studying their profession, and have paid heavy stamp-duties on their articles of clerkship, and on their admissions as attorneys and solicitors, they are also charged with an annual duty of 8*l.* in addition to the tax upon their professional incomes, for being allowed to carry on their business; they therefore submit that it will be most unjust to them to permit persons to practise their profession, and receive a share of its profits, without being subject to its burthens.

That it appears to your Petitioners that it would be quite as reasonable to permit druggists, patent medicine vendors, or any other persons who have not passed the College of Surgeons or been admitted licentiates of Apothecaries' Hall, to practise as medical officers of unions, as to permit unqualified persons, who may happen to be clerks or other officers of boards of guardians, to practise the profession of your Petitioners.

Your Petitioners therefore humbly pray that the sixtieth clause of the said Bill, which contains the proposed enactment, may not be passed into a law.

Clause 34 of the same Bill is also extremely objectionable, as it is intended that if a solicitor does not get his bill taxed by the clerk of the peace (which he must do at his own cost), it shall be subject to the decision of the auditor, both as to its reasonableness and legality, although the auditor may not be a person acquainted with the law; and his desire will be to reduce all the charges to the lowest possible amount, in order to make the public believe that the working of the new poor law is economical.

MANCHESTER LAW SOCIETY.

TO THE EDITOR OF THE LAW TIMES.

Sir,—I am much obliged by your kindness in calling the attention of the Manchester Law Association to the letter purporting to proceed from the committee of the Bolton Court of Request Club, demanding payment of a debt under a threat, in case of non-compliance, of a "warrant against *body and goods* without *further notice*."

Letters of a similar character are becoming daily more common, and the committee of our association have had several under their consideration.

I beg to forward you a few specimens, which I think it would be well if you were to notice in your valuable publication.

You will observe that some of the letters have the appearance of *writs*, and are doubtless intended to frighten the ignorant into that belief; others being in aid of a "special Act of Parliament;" others purport to be signed by "Wm. Healey, solicitor," there being, of course, no such party; and in another, costs to the amount of 10*s.* 6*d.* are demanded.

The forms of application above-mentioned are sold ready signed, "Healey and Co." and "Healey, solicitor," at 2*s.* per quire, to the shopkeepers, many of whom regularly use them; and I have heard of one instance where money was received for *the letter*.

The committee of the Manchester Law Association are using every exertion to put a stop to this very improper practice, and I trust that you will aid their endeavours by calling public attention to the subject.

I remain, dear Sir, yours,
THOMAS TAYLOR.

28, Princess-street, Manchester,
June 9, 1844.

[Selections from the documents transmitted by Mr. TAYLOR will be found in a leading article on the subject.—ED. LAW TIMES.]

BEVERLEY.
POOR LAW AMENDMENT BILL.

TO THE EDITOR OF THE LAW TIMES.

Sir,—I have much pleasure in forwarding you a copy of a petition adopted and signed by the Solicitors at this place against the clause in the Poor Law Amendment Bill empowering clerks to boards of guardians, though not attorneys, to practise as such in all matters relating to the administration of the Poor Law. The clause is an unwarrantable interference with the rights and privileges of the Profession, and I trust the Profession, as a body, will at once petition against the retaining of the clause in the Bill.

The Profession are much indebted to you for the timely and able manner in which you expose and give warning of all undue and insidious inroads upon their rights and privileges.

I am, Sir, yours very obediently,
12th June, 1844. W. F. CLARK.

To the honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble Petition of the Solicitors practising in the borough of Beverly, in the East Riding of the county of York, sheweth,

That your Petitioners have observed with much surprise a clause introduced into the Poor Law Amendment Bill now before your honourable House, empowering clerks to boards of guardians, though, *not* attornies, to practise as such in all matters relating to the administration of the Poor Law.

That most of your Petitioners have, for a number of years, been concerned for, and transacted the law business of, a great many of the parishes in and about the East Riding of Yorkshire.

That your Petitioners were compelled to serve under articles of clerkship for a term of years, and they, or some one on their behalf, have expended large sums of money and paid heavy duties on articles and admissions before they were, by law, entitled to practise and transact such business, and do now annually pay the certificate duty to enable them to practise.

That your Petitioners consider the clause introduced into the said Bill as inconsistent with the rights and privileges of your Petitioners as professional men, and if allowed to stand will deprive your Petitioners of a portion of their legitimate practice.

Your Petitioners, therefore, humbly pray that your honourable House will expunge the said clause from the Bill.

And your Petitioners will ever pray, &c.

CORRESPONDENCE.

TO THE EDITOR OF THE LAW TIMES.

Sir,—The Court of Common Pleas appears to have decided, in the case of *Brooks* v. *Hodgson* (reported in your number of the 1st inst.), that the *body* of a writ of execution, as well as the *indorsement*, should correspond with the judgment-rule, where judgment is signed upon a judge's order, and that a variance is fatal, and cannot be amended. Now, it has hitherto been usual in the body of a writ of *fi. fa.* for the sheriff to be commanded to levy the amount of debt or damages mentioned in the declaration, pursuant to the judgment, whether judgment was signed by default, or upon a judge's order, or cognovit (the real amount to be levied being indorsed on the back of the writ). I beg, therefore, to call the attention of my brother subscribers to your journal as to the question, whether judgment upon a judge's order can now be legally signed for any other sum than that authorized by the order, whatever may be the amount of debt or damages laid in the declaration? and whether the *precise debt* mentioned in the order must not be inserted in the *body* of the execution? and the same rule, I presume, will apply to cognovits as to judges' orders.

It certainly seems anomalous that a judge's order or cognovit should authorize *judgment* to be entered up for a *certain sum* in default of payment, and that judgment should afterwards be signed, and the sheriff, in the body of the execution-writ, be directed to levy *a totally different sum*, thereby exceeding the authority given by the judge's order or cognovit, although the execution may be correctly indorsed.

I remain your obedient servant,
W. H. SEYMOUR.

Coventry, June 12, 1844.

AGREEMENT AND PROXY STAMPS REDUCED.

TO THE EDITOR OF THE LAW TIMES.

Sir,—It will be important to some of your readers who have not leisure or opportunity to read the statutes as they come out, to learn that by the 7 Vict. c. 21—

The stamp on agreements formerly chargeable with the 1*l.* duty is reduced to 2*s.* 6*d.*

Sec. 5 empowers stamping same within fourteen days without penalty, and imposes a penalty of 10*l.* for stamping after that time.

And that

Proxies to vote at joint-stock company meetings are treated as powers of attorney and charged with a duty of 2*s.* 6*d.*

Sec. 7 imposes a penalty of 50*l.* for voting on an unstamped proxy.

The same Act also reduces the duty on sea insurance policies, and exempts from duty bonds for obtaining drawbacks of customs or excise duties.

The reduction of the agreement stamp is, I think, a wise measure, and will, in all probability, lead to an increase of the revenue in that respect; as no one, now, will think of preparing agreements on unstamped paper. At present, nine agreements out of every ten are so made.

I do not see why the voting on an unstamped proxy should be made a penal offence. Would it not have been sufficient to have made such votes simply void?

I remain, Sir, your obedient servant,
R. A.

To Readers and Correspondents.

A. L. T.—*The Reports of the Verulam Society are intended to be* full *reports, quite equal to the best.*

M. H. R.—*Thanks for the hints. Why not permit us to publish the letter?*

A SUBSCRIBER (Bath).—*We are of opinion, that though a per-centage would not be an adequate remuneration in all cases, yet that, considering the amount of business it would produce, and the larger proceeds in some cases, it would, upon the whole, be* sufficient, *and a great deal more satisfactory than the present mode of payment.*

A SUBSCRIBER in Cheshire.—*We have already stated at length the causes that make perfect accuracy in all cases impossible. We cannot pretend to more than general correctness; that is, that nineteen-twentieths of the whole is strictly correct, and that the errors are always unimportant in themselves.*

J. S. (Lancaster).—*When we have more leisure.*

AN ATTORNEY.—*We cannot reprint letters from country papers.*

A SUBSCRIBER (Rotherham).—*Thanks; we shall not fail to proceed as we have begun, fearlessly exposing all who disgrace their profession and themselves.*

ATKINSON and SON.—*We hear nothing of the measure they name.*

TO SUBSCRIBERS.

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NOTICE.

AN APPENDIX to the LAW TIMES, distinctly paged and indexed, will contain a series of valuable legal documents of too great length for the pages of the Journal. It is published at uncertain intervals. Price of each Part, 1s.

Contents of the Parts already published:—

PART I.

PART II.

N.B. Among the documents that will appear in the APPENDIX will be Mr. Serjeant Manning's Report on the Law of Debtor and Creditor, and some of the more important of the reports of the Law Amendment Society.

THE LAW TIMES.

SATURDAY, JUNE 15, 1844.

GAMING.

THE Report of the Committee appointed to investigate the Law of Gaming will be found in its proper place in our columns to-day. It is a remarkably honest and sensible report; it takes a plain, manly view of the question, neither affecting the cant that expects perfection in an imperfect world, nor being wilfully blind to vices because they chance to be fashionable. The evil is candidly acknowledged, and rational remedies are suggested. If such a committee were to sit upon every proposed change in the law, and report upon it as sensibly as in this instance, the country would not have to complain of so much foolish and blundering legislation as it is now vexed withal.

We advise the careful perusal of the report itself, therefore we shall here notice only its more prominent recommendations.

There can be no question about the propriety of repealing all laws that restrain healthful games, as well as those equally absurd ones that prescribe how much private individuals shall bet or stake.

But the committee with equal wisdom recommend that wagers shall in no case be recoverable by law.

The committee urge the more vigilant enforcement of the existing law against gambling-houses, and express hostility to gaming-clubs, but are unable to suggest an effective mode of suppressing them.

Nothing is said about that species of gambling under which fall the Derby stakes and other lotteries. But we presume the law upon these matters was too clear to need investigation. But is it as certainly a good law?

ADVERTISING ATTORNEYS.

THE columns of the LAW TIMES have recorded some disgraceful specimens of this disreputable race; but nothing that in its unblushing effrontery, its shameless disregard of decency, its reckless defiance not merely of professional etiquette, but of manly feeling, approaches to the following, which appeared in the advertising columns of the *Doncaster Gazette*:—

PROTECTION!

PROTECTION AGAINST JUDGMENTS, EXECUTIONS, BAILIFFS, AND ARREST.

Proceedings in Bankruptcy and Insolvency, under the New Rules and Orders of the Court.

Mr. BULLOCK, Attorney at Law, Attorney of the Court for Relief of Insolvent Debtors, and Solicitor in Bankruptcy, 15, Paradise square, Sheffield, respectfully informs the inhabitants of Doncaster and its vicinity, who may find themselves suffering under pecuniary difficulty or embarrassment, and have occasion for such services, that he procures *protections* against executions, bailiffs, and arrest, within 14 days, under the new statute, the 5th and 6th Vict. cap. 116, by which parties applying to him are enabled to obtain their *protection* from arrest, and release from debt and difficulty without an hour's incarceration or imprisonment in gaol, or their property being taken away from them under execution.

Mr. BULLOCK having had 25 years' practice and experience in the profession, has within a recent period procured the liberation and release (from debt and difficulty) of near *two hundred* persons in the District Courts of Bankruptcy at Manchester, Leeds, and Insolvency Courts at Sheffield, having had 106 insolvency cases within one year; the *whole* of which have received their discharge, liberation, and release from debt.

The *protection* protects the party against all process whatever, of every description, against either person or property.

Every description of deed, conveyance, mortgage, assignment, bill of sale, warrant of attorney, or other security, prepared with secrecy and dispatch on the lowest possible terms.

Actions at law commenced and defended in any of her Majesty's courts of law—the Queen's Bench, Common Pleas, or Exchequer; also proceedings in Chancery undertaken, and every other branch of the profession conducted with the strictest attention on the lowest possible terms.

Mr. BULLOCK may generally be found at his office, 15, Paradise-square, Sheffield, from ten in the morning till nine at night.

The man capable of writing and publishing such a placard as this is, of course, already brazened against any censure the Profession or the public could pass upon him. We therefore abandon the hopeless task of endeavouring to shame him into a sense of the respect due to the character of his Profession, if not to his own. But we publish the advertisement here, that those who feel for this deed and the doer of it as we do, may know *whom to shun.*

SHAM LAWYERS.

A LETTER from the active Secretary of the Manchester Law Society will be found among the correspondence, treating of a subject to which we directed attention last week, namely, the practice prevalent in many large places, of persons not being attorneys, or even clerks to attorneys, undertaking to collect debts by means of a species of threatening letter, worded in a variety of awful forms, and which are all intended to deceive the receiver into the belief that they are legal documents, and thus to terrify him into compliance with any demand the sender may be pleased to make, whether for a real or pretended debt, or for alleged costs.

Mr. TAYLOR justly observes that it is difficult to meet this by legal process. But we would suggest to the Manchester and other Societies the propriety of keeping a watchful eye upon the perpetrators, who will assuredly not be content with recovering a debt, but will, doubtless, add a demand for costs; should these be obtained by means of such a threat and pretence as is contained in these missives, we have little doubt that a criminal prosecution might be successfully supported.

Some of these documents sent us by Mr. TAYLOR are very amusing. Here are copies of them:—

"VICTORIA REGINA.

"County of Lancaster, To wit. } You are hereby required to discharge the sum of owing by you to on or before the day of otherwise you will be served with a writ from the Court of Exchequer.

"Dated the day of } "LUKE CLAPHAM, Clerk, Middle Temple, London."

"V. R.

"To wit, you are hereby required to discharge the sum of now standing due from you to Mr. of otherwise you will be speedily served with a writ from the Court of Exchequer.

"Given under my hand and seal, this day of in the year of our Lord } "RT. GRAY, Clerk, Middle Temple, London."

"V. R.

"Lancaster, To wit. } "Whereas, I am desired by the Committee of the Court of Request Society, to apply to you for the sum of which you stand indebted to Mr. (he being a member thereof), and have to inform you, that if the said sum be not paid into my hands on or before the next, an action at law will be commenced against your body or goods to recover the same, without giving you further notice.

"I am yours, &c.

"J. B. HARRY, Secretary,
"Leaf-street, Hulme."

"Amount of debt
"To Mr. "

"Lancashire, To wit. } Whereas Mr. maketh complaint to me that you owe him the sum of due from you to him; I am hereby directed to inform you, if the above debt be not paid within from the date hereof, I shall be under the necessity of taking out an execution against your body and goods, for the recovery of the same by Act of Parliament made and provided,

"By Order of
"MATTHIAS SHAW."

"SIR,—I am instructed by the Secretary for the Society for the Prosecution of Debtors, to inform you, that if your debt due to Mr. be not paid within seven days after this date, an action at law will be commenced against you for the recovery thereof.

"Application to Mr. may be made within the above period, and in the event of your not complying with his instructions, the necessary steps will be taken to sell your goods and chattels, or send you to prison.

"I am, &c.

"Debt £ "Your's obediently,
"CHRISTOPHER LACKENBURY."

"V. R.

"To Wit.
you are hereby informed that unless you pay immediately into the hands of M the amount of £ due to and owing by you, that proceedings at law will be instituted against you for the recovery of the same without further notice.

"Yours, &c.

"Given under my Hand this day of in the year of our Lord, 184 } "HEALEY & Co. Manchester."

"V. R.

"To Wit. you are hereby required to discharge the sum of £ now standing due from you to Mr of otherwise you will be speedily served with a writ for the recovery of the same without further notice.

"Given under my hand and seal this day of in the year of our Lord, 184 } "WILLIAM HEALEY, Solicitor."

VERULAM SOCIETY.

So many objections were made by members to the intended form of double columns for the Reports, that, although the first part was in type, we have deemed it right to yield to their remonstrances, and have instructed the printer to compose it anew in single lines, a form which, by necessitating a larger type, will somewhat increase the bulk, and, consequently, the cost of the annual volume. But it was represented from so many quarters that there was a prejudice against the double column, and that the ultimate success of the Society so much depended upon the impression which even the typographical aspect of its works would give, that we could not but yield our own judgment to that of so many others equally anxious for its prosperity. The consequence of this alteration will be a delay of the publication of the first number until *Thursday* next. The post of that night will, we hope, transmit it to the subscribers.

In reply to numerous queries as to whether the Practical Reports will merge in a general one, should the latter be adopted, we beg to state that they will do so, of course.

It is also asked if the same cases will appear both in the LAW TIMES and in the Society's Reports. They will, precisely as now they do; that is, briefly reported for the sake of early information; in the PRACTICAL REPORTS, they will be reported at length, in the same manner, and in as authentic and citable a shape, as in the regular Reports.

It has been already stated that a complete report of all the cases in all the courts will be attempted as soon as there are orders enough to meet the cost. A list is now in progress of subscribers to such a report, and as soon as the needful numbers are obtained, it will be begun.

In like manner, a list is opened for subscribers to the *Complete Digest of all the Reports*, which only waits sufficient orders to be entered upon.

The first Text-Book will be a Treatise on the Law of Evidence. This, also, waits for a sufficient list of orders.

A Portfolio for preserving the Verulam Society Reports is in preparation, and will be ready in a day or two. Its price will be 5s.

The following new members have been enrolled since the publication of the list on Saturday last:—

Members of the Verulam Society enrolled since the general list published on June 8.

Dearell, W. Christchurch.
Lamb, J. R. Deddington.
Levy, J. 28, Aldermanbury.
Powell, Jas. Chichester.
Passman, C. B. Stafford.
Dyson, Wm. Howden.
Harrisson, Geo. Barnsley.
Stringer, Wm. New Romney.
Stamp, E. Honiton.
Ledgard, R. Mirfield.
Laws, C. N. Tynemouth.
Homfrey, L. Hales Owen.
Stubbs, Geo. B. Walsall.
Nicholas and Pardoe, Messrs. Bewdley.
Giles, Wm. jun, Frome.
Gell, T. T. Carlton Chambers, 8, Regent-street.
Craven, Wm. Halifax.
Allen, B. T. Burnham.
Whatley, Josh. Reading.
Tate, A. T. Llanelly.
Horlase, J. F. W. Mitcheldean.
Richardson, Robt. Oundle.
Owen, Wm. Wem.
Cooper, Jas. A. Bradford, Yorkshire.
Hulton, W. A. Preston.
Case, Jno. Maidstone.
Whitworth, Messrs. J. and B. Manchester.
Garrick, D. Banwell.
Edwards, R. P. Stoughton-cross, Somerset.

ERRATUM IN LAST.

Wilkinson, L. jun. Blackburn, instead of Wilkins, L.

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

FRIDAY.—The English Funds experienced a further depression in the early part of the day, Consols having receded to 97¾, which is attributed to the intelligence of the commencement of hostilities between France and Morocco. The last price was 98 to ⅛ buyers. The Three per Cents. Reduced, 98¾; the Three-and-a-half per Cents. Reduced, 101⅞; Bank Stock, 198 to 9; Exchequer Bills, 72s. to 74s. premium.

The transactions in Foreign Securities were very limited. Spanish Active Bonds, 22⅝ to ¾; the Three per Cents. 34½ to ⅝; Deferred, 12⅞ to 13⅛; Passive, 5⅞ to ¾; Peruvian, 27 to 8; Portuguese Converted, 46 to 47; Mexican, 33⅞ to 34¼; Deferred, 14 to ⅛; Danish, 88 to 9; Dutch Two-and-a-half per Cents. 61½ to ⅝; Dutch Fives, 100¼ to ½; Belgian, 103¾ to 4¼; Brazilian, 80½ to 1¼; Buenos Ayres, 35 to 37; Colombian, ex Venezuela, 12½ to 13; Chilian, 103 to 5; Greek, ex overdue Coupons, 14 to 15.

Shares have been attended with no new feature, except that London and Birmingham Stock is looking rather firmer at the close of the market. London and Birmingham, 212 to 215; New Quarter Shares, 23 to 4; New Thirds, 34 to 5; South Western, 85½ to 6½; Eighths, 3¼ to ¾ prem.; London and Brighton, 47⅞ to ⅜ per share; New, 11⅞ to 12; Blackwall, 7 to ¼; Greenwich, 6¾ to 7; Croydon, 18¾ to 19; Manchester and Leeds, 105 to 7; New, 43⅛ to 4½; Quarter Shares, 8½ to 9; Manchester and Birmingham, 56 to 8; Birmingham and Derby, 62 to 4; [illegible]rds, 20 to 1; Eighths, 4¼ to ¾; Midland Counties, 91 to 3; North Midland, 91 to 3; Edinburgh and Glasgow, 65½ to 6½; New, 16½ to ¾; Great Western, 12[illegible] 121½; Half Shares, 77 to 8; Fifths, 22 to ¼; South Eastern, 35 to ½; New, 6¾ to 7¼ premium; Northern and Eastern, 57 to 8 per share; Eastern Counties, 11¼ to ½; New, 13 to ½; Extension, ¾ to 1⅛ prem.; Birmingham and Gloucester, 92 to 3 per share; Hull and Selby, 57 to 9; Bristol and Exeter, 78 to 80; Paris and Orleans, 37¼ to 8; Paris and Rouen, 37½ to 8; Rouen and Havre, [illegible] to 9¼ prem.

In Joint-Stock Banks—Provincial of Ireland, 45½.

Public Sales.

By Messrs. SHUTTLEWORTH and SONS, at the Mart.

A policy, or 7½ shares of 200*l*. each, amounting to 1,500*l*. effected with the Amicable, Dec. 18, 1834, on the life of a bankrupt, now aged 45; annual premium, 45*l*.—205*l*.

A policy for 1,500*l*. effected with the Provident Society, Dec. 8, 1834, on the life of a bankrupt, now aged 40; annual premium, [illegible]—[illegible]

A policy, or ten shares of 200*l*. each, amounting to 2,000*l*. effected with the Amicable, July 24, 1822, on the life of a gentleman, now in the 56th year of his age; annual premium, 71*l*.—620*l*.

An absolute reversion to one-third part of 1,766*l*. New Three-and-a-Half per Cent. Annuities; also to one-third part of 225*l*. sterling, secured by mortgage upon a freehold, house and land, in the county of Kent, on the death or marriage of a maiden lady, now in her 57th year—860*l*.

A policy for 500*l*. with the bonuses thereon, amounting to 176*l*. effected with the Law Society, on the 8th Dec. 1826, on the life of a gentleman now in the 65th year of his age; annual premium, 20*l*. 12s. 11d.—290*l*.

The absolute reversion to one-sixth part of 2,000*l*. Three per Cent. Consolidated Bank Annuities; on the decease of a lady now in her 64th year—150*l*.

The absolute reversion to one-seventh part of the monies to arise from the sale of one moiety of a share in the New River Company; on the demise of a lady in her 68th year—550*l*.

The reversionary life interest in the dividends arising from 1,456*l*. 6s. Three per Cent. Consolidated Bank Annuities, and of a house, No. 18, Nutford-place, Edgware-road; held for 55 years, at 7*l*. 7s. per annum—55*l*.

A policy for 2,000*l*. effected with the Pelican Company, July 21, 1821, on the life of a gentleman now in the 55th year of his age; annual premium, 65*l*. 15s.—420*l*.

By Messrs. FULLER and MARSH, at the Mart.

A freehold marine residence, distinguished as Arklow Villa, with pleasure gardens and grounds, situate on the Mount Albion, Ramsgate—2,720*l*.

An improved rent of 160*l*. per annum, arising from No. 129, New Bond-street, and Nos. 1 and 2, Grosvenor-street, for 18½ years—1,190*l*.

A freehold residence, known as Spring Lodge, situate at Thornton Heath, Croydon, Surrey—960*l*.

A freehold estate, called Bredhurst Farm, situate in the parishes of Bredhurst, Lidsing, Rainham, and Boxley, near to Chatham, Kent, consisting of a farm-house building and 134a. 1r. 18p of arable, hop, and wood land—3,210gs.

A freehold estate, situate at Marden, in Kent, comprising a farm-house and 42a. 2r. 11p. of meadow, orchard, arable, and hop land—1,500*l*.

A freehold estate, called Foul Hill Farm, at Yalding, Kent, consisting of a farm-house, farm-buildings, and 66a. 1r. 35p. of hop, meadow, arable, and wood land—1,450*l*.

A freehold estate situate at Yalding Lee, Kent, and comprehends a small dwelling-house, warm farmyard, oast-house, wheeler's shop and garden, and 14a. 2r. 23p. of hop and arable land, let at 30*l*. 10s. per annum; also a moiety of two pieces of wood land called Damon's Wood, at Yalding, containing 3a. 3r. 3p.—490*l*.

A freehold oast-house and yard in East Malling, Kent—100*l*.

A piece of freehold meadow and orchard land, containing 1r. 24p.—75*l*.

A freehold cottage, in three dwellings, with gardens, situate on the Rocks, East Malling, Kent—150*l*.

A freehold piece of wood land in East Malling, containing 7a. 2r. 26p.—355*l*.

Freehold marsh land situate at New Hythe, in East Malling, containing 9a. 1r. 15p.—360*l*.

The absolute reversion to one thirty-second part of 6,987*l*. 7s. 9d. Three per Cent. Reduced Bank Annuities, on the decease of a lady in the 72nd year of her age—105*l*.

The contingent reversionary interest in a legacy of 500*l*. on the death of a lady, aged 71 years—230*l*.

The absolute reversion to 1,666*l*. 13s. 4d. Three per Cent. Consols, on the decease of a lady now in her 70th year, and 3,333*l*. 6s. 8d. Three per Cent. Consols, on the decease of a lady now in the 52nd year of her age—2,100*l*.

The reversion of one-eighth part of 8,633*l*. Three per Cent. Consolidated Bank Annuities, and 919*l*. Long Annuities; also the absolute reversion to one-eighth part of a freehold house, No. 123, High-street, Portsmouth; also to two pews in Portsmouth Church; and a Policy for 500*l*. effected with the Atlas, on the life of a gentleman, aged 25 years, on the decease of a gentleman now in the 66th year of his age, provided he dies before a party aged 25 years—100*l*.

The absolute reversion to one-twelfth part of 1,000 Three-and-a-Half per Cent. Consols, on the death of three persons, aged 43, 48, and 58—20*l*.

By Mr. W. H. SIMPSON.

Two leasehold houses, Nos. 28 and 29, Park-place, Clapham—205*l*.

Five leasehold houses, Nos. 5 to 9, Neate-street, Coburg-road, Old Kent-road—485*l*.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Gazette, June 7.

Armfield, W. draper, first, 6s. Belcher, London.—*Baseley*, D. cheesemonger, second, 1s. 4d. Follett, London.—*Beasley*, R. second, 1d. Christie, Birmingham.—*Bentall*, H. coal merchant, second, 2½d. Whitmore, London.—*Bisshopp*, J. market-gardener, final, 6d. Follett, London.—*Bridge*, G. S. grocer, 4s. Groom, London.—*Craufurd*, E. T. wine-merchant, second, 1s. 2d. Pennell, London.—*Crespin*, J. C. shipping agent, final, 5d. Follett, London.—*Fulford*, H. second, 3d. Christie, Birmingham.—*Hitchen*, H. ironmonger, first, 10s. Young, Leeds.—*Jamieson*, A. bookseller, second, 3d. Pennell, London.—*Knight*, J. mercer, first, 4s. 9½d. Fraser, Manchester.—*Mountford* and *Co* drapers, first, 5s. 6d. Groom, London.—*Phillips*, S. carpet warehouseman, final, 10d. Follett, London.—*Philpott*, J. coach proprietor, final, 2s. 9d. Follett, London.—*Price* and *Edwards*, sep. Price, 20s. Christie, Birmingham.—*Pringle*, W. carrier, first, 1s. 4d. Baker, Newcastle.—*Robinson* and *Robinson*, ironmongers, first, 1s. 4d. to new proofs. Fraser, Manchester.—*Scarth*, M. miller, 1d. and 1-3rd. Baker, Newcastle.—*Smith*, N. T. jun. shipowner, 2s. Follett, London.—*Smith*, T. scrivener, first, 5½d. Acraman, Bristol.—*Smith*, R. second, 4s. Christie, Birmingham.—*Smithson*, T. tobacconist, final, 4½d. to new proofs. Fearn, Leeds.—*Sparham*, J. miller, final, 4s. Follett, London.—*Tomkinson*, W. 1s. 9½d. to new proofs. Christie, Birmingham.—*Vavasour*, W. wool merchant, second, 2s. 10½d. Fraser, Manchester.—*Whinfield*, W. A. draper, 1d. & 11-20ths of a penny. Baker, Newcastle.—*Williamson*, C. hosier, first, 10s. Follett, London.

Insolvents' Estates.

Brangwin, W. miller, White Waltham, 9½d.—*Broadfield*, E. H. victualler, Stourport, 1s. 3½d.—*Davies*, T. S. mathematical master, South Charlton, 1s. 11½d.—*Dobson*, W. H. clerk in the East India House, Brompton, 4s. 6d.—*Fowler*, W. H. coast waiter, Cromer, Norfolk, 1s. 10d.—*Hearnden*, I. clerk in the customs, Greenwich, 1s. 4½d.—*Hyatt*, S. surgeon, Brighton, 9½d.—*Martin*, G. blacksmith, Kingsland and Dalston, 4s. 10d.—*Muir*, A. gamekeeper, Mitcheldean, 5½d.—*Needes*, E. widow, Tapp-st. Mile End-road, 5s. 10d.—*Richards*, T. saddler, Pembroke, 4s. 3d.—*Rowe*, J. corn dealer, Great Boughton, 7½d.—*Sharpe*, W. C. chemist, St. Neot's, 7s. 9½d.—*Simpson*, T. farmer, Ryton, 1s. 7½d.—*Turner*, F. M. officer in the army, Girton, 5s. 2d.—*Williamson*, R. draper and grocer, Pwllheli, 8½d.—*Wilson*, R. retired officer in the customs, Ryhope, 2s. 4½d.—*Yates*, L. victualler, Manchester, 1s. 7½d.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, June 7.

BARNES, WILLIAM, bonnet maker, 20, Ludgate-hill, June 14, at half-past twelve, July 19, at twelve, Basinghall-st. Com. Holroyd; Groom, off. ass.; Teague, Crown-court, sol. Date of fiat, May 30. R. C. and J. Harvey, linen-drapers, Ludgate-hill, pet. crs.

BATTEN, JAMES, cattle and sheep dealer and sheep salesman, North-st. Tilehurst, Berkshire, June 20, at half-past twelve, July 25, at one, Basinghall-st. Com. Williams; Graham, off. ass.; Hill and Co. Throgmorton-st. and Weedon and Co. sols. Date of fiat, May 28. G. Higgs, yeoman, Reading, pet. cr.

FIELDING, GEORGE, ironmonger, Thame, Oxfordshire, June 21 and July 12, at two, Basinghall-st. Com. Holroyd; Groom, off. ass.; Tippetts, Pancras-lane, sol. Date of fiat, June 3. J. and T. Daniel, iron merchants, Upper Thames-st. pet. crs.

JENKINSON, GEORGE, butcher and cattle dealer, Wolverhampton, June 15 and July 16, at eleven, Birmingham, Com. Daniell; Bittleston, off. ass.; Clark, Wolverhampton, and Smith, Birmingham, sols. Date of fiat, June 1. G. Carlow, bootmaker, Birmingham, pet. cr.

KNIGHT, JAMES BAROUS WILLIAM, printer, St. James's-walk, Clerkenwell, June 18, at one, July 9, at eleven, Basinghall-st. Com. Evans; Johnson, off. ass.; Green, Basinghall-st. sol. Date of fiat, June 4. D. Fielding, butcher, Rosomon-st. Clerkenwell, pet. cr.

LEVET, JOSEPH, carpenter and builder, Soham, Cambridgeshire, June 20 and July 25, at twelve, Basinghall-st. Com. Williams; Turquand, off. ass.; Wilkin, Amwell-terrace, sol. Date of fiat, June 4. T. M. Wilkin, solicitor, Amwell-terrace, Pentonville, pet. cr.

PARKER, JOHN, corn miller, Kingston-upon-Hull, June 17, July 10, at eleven, Leeds, Com. West; Freeman, off. ass.; Tilson and Squance, Coleman-st. Messrs. Wells, Hull, and Horsfall and Harrison, Leeds, sols. Date of fiat, May 30. F. Turner, merchant, Hull, pet. cr.

SMITH, JAMES LINTHWAITE, cabinet maker, Leicester, June 18, July 23, at one, Birmingham; Valpy, off. ass.; Brown and Palmer, Leicester, sols. Date of fiat, May 30. W. Palmer and J. Brown, attorneys, Leicester, pet. cr.

SPENCE, SIMEON HARTLEY, maltster and corn dealer, Leeds, Yorkshire, June 22, July 16, at eleven, Leeds, Com. West; Hope, off. ass.; Milton, Southampton-buildings, and Dunning and Stawman, Leeds, sols. Date of fiat, May 25. T. Sanderson, corn factor, Leeds, pet. cr.

TURNER, WILLIAM, cabinet maker, joiner, and builder, Manchester, Lancashire, June 19, July 11, at eleven, Manchester; Pott, off. ass; Chester and Co. Staple-inn, and Chapman and Roberts, Manchester, sols. Date of fiat, June 4. M. and S. Brookes, spinsters, Manchester, pet. crs.

YOUNG, JAMES, laceman and milliner, Aldermanbury, London, June 20 and July 25, at eleven, Basinghall-street, Com. Williams; Graham, off. ass.; Wilson, Aldermanbury, and Messrs. Soles, Aldermanbury, sols. Date of fiat, June 4. T. Chew, livery stablekeeper, Little Moorfields, and C. Stembridge, coach builder, Curtain-road, pet. crs.

Gazette, June 11.

DEALTRY, JAMES, grocer and shopkeeper, Burslem, Staffordshire, June 25 and July 19, at twelve, Manchester, Com. Jemmett; Stanway, Hitchcock and Co. Manchester, and Johnson and Co. Temple, sols. Date of fiat, May 31. U. C. Whittingham, tea dealer, Manchester, pet. cr.

GROVE, GEORGE, miller, Wick and Abson, Gloucestershire, June 21, at twelve, July 23, at eleven, Bristol, Com. Stevenson; Acraman, off. ass.; Daniels and Barker, Bristol, sols. Date of fiat, June 1. F. Edwards, corn factor, Bristol, pet. cr.

HEWARD, JAMES, hay salesman and farmer, Lawrence-st. Hendon, Middlesex, June 18, at twelve, July 26, at eleven, Basinghall-st. Com. Fane; Whitmore, off. ass.; Raw, Furnival's-inn, sol. Date of fiat, June 8. J. W. Lockwood, watch manufacturer, Myddleton-st. pet. cr.

LAKE, HENRY, printer and dealer in cards, Cheltenham, Gloucestershire, June 18, at eleven, June 23, at one, Bristol, Com. Stevenson; Miller, off. ass.; Boodle, Cheltenham, sol. Date of fiat, May 27. J. Alder, Cabinet maker and upholsterer, Cheltenham, pet. cr.

ROGERS, FREDERICK, miller and beer-house keeper, Cooknoe, Northamptonshire, June 18, at half-past one, July 24, at eleven, Basinghall-st. Com. Evans; Bell, off. ass.; Cattlin, Ely-place, sol. Date of fiat, May 20. M. Gifford, widow, Woodwalton, Huntingdonshire, pet. cr.

ROSS, DANIEL, warehouseman and agent, 1, Little Love-lane, City, June 18, at two, July 13, at eleven, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Dixon and Overbury, Frederick's-place, sols. Date of fiat, June 3. Chaplin, merchant, 27, Bucklersbury, pet. cr.

Insolvents.

Petitioning the Court of Bankruptcy.

Gazette, June 4.

Basford, W. engineer, Ratcliffe-highway.—*Barker*, J. baker, butcher, and green grocer, Brighton.—*Cheetham*, C.

hatter, Grosvenor-row, Pimlico.—*Cole*, F. W. builder, Hammersmith.—*Doren*, P. out of business, Liverpool.—*Dale*, T. provision dealer, Chesterfield.—*Enoch*, J. jun. upholsterer, Leamington Priors.—*George*, C. maltster, Worcester.—*Gillard*, G. F. S. grocer, Plymouth.—*Gray*, A. miller and baker, Long Ashton.—*Hall*, T. butcher, Great Ashby, Leicestershire.—*Harvey*, J. S. traveller, City-gardens, City-road.—*Millhouse*, J. P. hawker, Bedford.—*Hillen*, F. assistant in a warehouse, Shepperton-cottages, Islington.—*Lee*, T. innkeeper, Halifax.—*Mace*, W. victualler, Worcester.—*Middle*, E. farmer, Writhlington, Somersetshire.—*Mitchell*, J. wheelwright, Nine-elms-lane, Battersea.—*Paragreen*, T. foreman to a coach proprietor, Richmond-st. Maida-hill.—*Rae*, J. out of business, Liverpool.—*Rees*, J. pill manufacturer, Leckhampton, Gloucestershire.—*Roberts*, W. coal merchant, Bangor.—*Thompson*, J. innkeeper, Peterborough.—*Williams*, J. silk weaver, Slater-st. Bethnal-green.—*Wilson*, B. B. surgeon and apothecary, Kendal.

Gazette, June 7.

Baker, R. currier, Bedford-row, Old Kent-road.—*Baker*, W. currier, Bedford-row, Old Kent-road.—*Bickle*, J. whitesmith and victualler, Bato.—*Bird*, A. shopkeeper, Kidderminster.—*Bobbitt*, E. house-agent, London-st. St. Pancras.—*Bodger*, T. carpenter, Hatton-garden.—*Brazendale*, J. butcher, Richmond-row, Liverpool.—*Copley*, C. servant, Bolton Percy, Yorkshire.—*Daniell*, N. dentist, Charlotte-st. Fitzroy-sq.—*Davies*, J. fellmonger, Kingsutton, Northamptonshire.—*Forty*, W. horse dealer, Upper Slaughter, Gloucestershire.—*Hague*, E. M. schoolmistress, Richmond.—*Harris*, H. sheet-iron roller, Kinver.—*Hart*, H. steel-pen manufacturer, Napier-st. Hoxton.—*Henessey*, J. victualler, Weedon Becke.—*Johnson*, T. out of business, Alpha-road, Regent's-park.—*Lewin*, W. black-lead packer, Upper Thames-st.—*Mahony*, J. cheesemonger, Union-st. Southwark.—*Markey*, T. egg dealer, Manchester.—*Massingham*, W. watchmaker, King's Lynn.—*Overton*, J. attorney, Tavistock-place.—*Parker*, R. supplier of stock to shipping, Gravesend.—*Penton*, G. A. agent, Salamanca-cottages, Chelsea.—*Peel*, T. steam-packet fare collector, Liverpool.—*Proggett*, J. trimming manufacturer, Phœnix-st. Spitalfields.—*Roalfe*, O. carpenter, Bishopsbourne, Kent.—*Sauter*, J. sen. hop dealer, Devonshire-buildings, Dover-road.—*Scovell*, C. tailor, Bath.—*Spillett*, R. farmer, Lenham, Kent.—*Stephens*, S. out of business, Blackfriars-road.—*Tanton*, J. farrier, Gough-st. North, Gray's-inn-road.—*Turbolton*, J. provision dealer, Knaresborough.—*Tench*, J. out of business, Hanbury.—*Walcam*, E. P. intelligence office keeper for servants, Clifton.—*Westfield*, W. butcher, Randwick, Gloucestershire.—*Wilson*, E. schoolmaster, High-st. Marylebone.—*Wood*, J. W. out of business, Birmingham.—*Wright*, J. W. farmer, Charsfield, Suffolk.—

From the Gazette of Friday, June 14.

Bankrupts.

Macfarlane, D. wine merchant, Berners st. Oxford-st.—*Thompson*, A. grocer, Southampton.—*Wood*, H. woollen factor, Basinghall-st.—*Musgrove*, R. woollen draper, Birmingham.—*Johnson*, T. sen. *Johnson*, W. and *Mann*, C. bankers, Romford, Essex.—*Jaylor*, J. commission agent, Liverpool.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

MARRIAGES.

FULFORD, Capt. R.N. third son of Baldwin Fulford, esq. of Great Fulford, Devonshire, to Isabella, eldest daughter of John Russell, esq. Principal Clerk of Session, in Scotland, on the 6th inst. at St. John's, Edinburgh.

POWYS, Philip Lybbe, of the Inner Temple, esq. barrister-at-law, eldest son of Henry Philip Powys, of Hardwick, in the county of Oxon, to Anne Phillis, daughter of Thomas Greenwood, of Turner's-court, esq. niece and adopted child of William Stephens, of Prospect-hill, Tilehurst, esq. on the 11th inst. at Tilehurst Church.

LATIMER, Digby esq. barrister-at-law, of Lincoln's-inn, and of Headington, in the county of Oxford, to Harriet, the eldest surviving daughter of the late Rev. Charles Lyne, of Mevagissey, Cornwall, on the 6th inst. at Charlton Kings, Gloucestershire.

WINSTANLEY, James Winckworth, of Lincoln's-inn, esq. barrister-at-law, to Marianne Dorcas, younger daughter of John Nichols Shelley, of Epsom, esq. on the 8th inst. at Epsom.

DEATH.

DUNN, Joseph, esq. of Gray's-inn, barrister-at-law, on the 26th ult.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE OF LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N. B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Thursday, April 18.

RICKARDS v. RICKARDS.

Renewal of leaseholds—Construction of a bequest for the purpose of renewing leases.

Where a testator directed his money in the funds to be subject to such premium as should be necessary for the "renewal" of a Crown lease, which he specifically bequeathed, it was held that the legatee was entitled to the premium only, and not to any further sum in respect of an increased rent required by the Crown on renewal.

George Rickards, the testator in this cause, bequeathed to his widow the whole dividends of 3 per Cent. Consolidated Bank Annuities which might be standing in his name at the time of his death, during her life, or so long as she should remain his widow, and he directed as follows:—"That at her decease, or on her second marriage, one moiety of the before-mentioned stock, *subject to and after deducting such premium or sum of money as should be necessary for the renewal of the Crown leasehold messuages in and about Piccadilly, which I purchased of Sir Henry Tichbourne, in case I shall not have renewed that lease in my lifetime,*" should go to their five children, in such shares as his wife should appoint, and in default of appointment, to the five children equally.

The testator then gave to his son George all his leasehold houses in the parish of St. James's, Westminster, which he purchased of Sir Henry Tichbourne, "or of which he should at the time of his decease have obtained a renewed lease, or renewed leases from the Crown, to hold the said leasehold premises last mentioned unto his son George, his executors, administrators, and assigns, for the then existing term or terms therein, *and all benefit of renewal therein as aforesaid*, for his and their own use and benefit."

The will was dated in 1825, and the testator died in 1831, possessed of a large sum of Consols, and without having renewed the Crown lease. That lease consisted of the residue of a term of thirty years, granted by the Crown from the 5th of April, 1815, at a yearly rent of 244*l.* 3s. and the lease contained a covenant on the part of the lessee to expend 1,600*l.* in repairs. The widow died in 1839, without having exercised her power of appointment.

After her death, George Rickards applied to the Commissioners of Woods and Forests, who were willing to grant a new Crown lease for a reversionary term of thirty-nine years and a half for a fine of 4,980*l.* and a yearly rent of 725*l.* 16s. the lessee to expend 1,570*l.* at least in repairs. From the correspondence it appeared that the Commissioners fixed that term for the purpose of making the lease expire at the same time as other Crown leaseholds held by Rickards.

George Rickards conceived himself entitled to a renewed lease at the old rent, had the difference between the old and the new rent valued by an actuary at 8,230*l.* and filed his bill to have that sum, the fine, and the repairs paid out of the testator's stock.

The Crown was empowered by 34 Geo. 3, c. 75, to grant leases of tenements belonging to the Crown, consisting principally of buildings, for any term not exceeding 99 years; "so that the rent to be reserved should not be less than two-thirds of a reasonable rent and a fine to the amount of the remaining part of such annual sum." By a subsequent Act the management of the property was given to the Commissioners of the Woods and Forests. Vice-Chancellor Knight Bruce held that the plaintiff was only entitled to be paid "such premium or sum of money as at the death of the widow was necessary for the renewal of the lease;" and referred it to the Master to ascertain the amount of such premium. By the word "renewal," the Master was to consider as intended the grant of a new reversionary lease for thirty years from the expiration of the existing lease, and under the same rent and covenants, or as near thereto as the law would allow. From that decision the plaintiff appealed.

Teed and *Sel. aborn*, for the plaintiff.

Russell and *Rogers*, for the executors, cited *Price* v. *Ashton* (Younge & Collyer' Reports, 82)

Wigram and *Malins* for the other children, not executors, cited *Attorney-General* v. *Hinxman* (2 Jacob and Walker' Reports, 270); *Bell* v. *Kingston* (1 Merivale's Reports, 314); *Smith* v. *Clanton* (4 Bingham's New Cases), 3 & 4 Geo. 4, c. 75; *Millington* v. *Mulgrave* (3 Maddock's Reports, 491); *Martin* v. *Cook* (2 Atkyn's Reports, 3).

Teed, in reply.

The LORD CHANCELLOR held that if the testator had renewed the lease in his lifetime he must have paid the increased rent, and in that case his son must have taken the lease subject to the additional rent. The plaintiff was, therefore, bound to pay the increased rent; and his lordship affirmed the Vice-Chancellor's decree, with costs.

Friday, April 26.

Re HOPTON, a Lunatic.

Practice in lunacy—Separate solicitors—Costs.

Upon a petition to confirm a report of the commissioner in this matter, it appeared that, upon the inquiry, six different solicitors had appeared for different persons who were the next of kin of the lunatic; when

The LORD CHANCELLOR said—Here are six solicitors concerned for the next of kin, in a matter requiring no consideration. I shall only allow one set of costs by one solicitor for the next of kin.

Thursday, May 2.

NEEDHAM v. NEEDHAM.

Practice—Striking out motions.

On the application of *Calvert*, this appeal motion was ordered to be struck out of the paper, no one appearing upon it when called on. The motion had been in the paper a year and a half, and had been postponed upon various pretexts.

The LORD CHANCELLOR observed, that in future all appeal motions upon which no one appeared would be struck out of the paper.

Re SUISSE.

Security for costs—Fund in court pending appeal.

The executors of the late Marquis of Hertford had filed a bill against, which had failed, but an appeal is now pending in the House of Lords.

Roupell, for the defendant Suisse, applied for 1,500*l.* which he had paid into court, on giving such security for refunding it, in the event of the appeal proving successful, as the Master might approve of.

Schomberg, for the executors and appellants, asked that the security should be extended to the costs of the present application, and of the reference.

Roupell, in reply.

The LORD CHANCELLOR.—The defendant asks to enjoy the property, and is ready to give security, which, under the circumstances, is necessary. The plaintiffs ask that they may investigate the validity of the security proposed. It is not a matter of right to have the money out of court, and the security must extend to the costs of this motion, and of the reference.

Friday, May 3.

Sale of lunatic's property—Confirmation of report.

The committee of the estate had sold certain shares, the property of the lunatic, with the approbation of the Commissioner, but without first obtaining the confirmation of that report.

The LORD CHANCELLOR said the report in favour of sale must first be confirmed.

Petition ordered to stand over for that purpose.

Re SMYTHE, a Lunatic.

Lunatic—Trustee—Reference.

Daniell supported the usual petition for the appointment of another person in the place of a trustee who had become a lunatic, and as the fund was small, he asked that the order might be made without a reference.

The LORD CHANCELLOR.—I cannot give an opinion; there must be a reference.

Re DYCE SOMBRE, a Lunatic.

Petition to supersede commission—Jurisdiction in lunacy.

Sir *Thomas Wilde*, *Wakefield*, and *Walpole* proposed to open the petition of Mr. Sombre to supersede the commission of lunacy which had been issued against him, when

Bethell and *Calvert* took the preliminary objection that he was resident in Paris, out of the jurisdiction; that the Lord Chancellor was obliged to treat him as a lunatic, and, therefore, he was bound to attend in court. They referred to Collinson on Lunacy, 325; Shelford on Lunacy, Appendix, 639; *Ex parte Roberts* (3 Atkyns, 6); Fonblanque's Treatise on Equity, n. p. 65.

The LORD CHANCELLOR. There is no use in citing affirmative cases. It is the usual course, that the lunatic shall attend. I know of no instance in which the commission has been superseded without the appearance of the lunatic. Why does not the gentleman appear? Why am I to go through a petition which may be useless? I can conceive a lunatic so ill that he cannot be brought before the Chancellor, but then he must be where he can be inspected.

Sir *T. Wilde* said the Court would admit the finding of lunacy in a foreign court, and will not the Chancellor admit such a finding of sanity? The constituted authorities in France had declared Mr. Sombre sane. He referred to 11 Geo. 4 & 1 Vict. c. 65.

Wakefield.—There is no general order in lunacy requiring the personal attendance of the lunatic. A great many orders in lunacy had been found in which there was no recital of the lunatic's presence.

The LORD CHANCELLOR. I do not place much reliance on that, as I know how irregularly those orders have been drawn up.

Ultimately it was arranged that Mr. Sombre should be assured that no restraint would be put upon his personal liberty except that the express sanction of the Chancellor, and that would only be necessary in the event of any acts of violence on his part. In consequence of this arrangement, the petition stood over, and Mr. Sombre afterwards came to England.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Monday, April 29.

MOSLEY v. PLATT.

Will—Construction of.

G. G. C. being seised of certain estates situate in the liberties of the city of Hereford, also of certain other estates in the county of Hereford, but which were not within the city or liberties of Hereford, by his will devised to trustees therein named as follows:—"I give, devise, and bequeath all my freehold, copyhold, and leasehold messuages, lands, and hereditaments in the city of Hereford, or the liberties thereof, in the county of Hereford, and my two houses on Ludgate hill, in the city of London." The testator, in a subsequent part of his will, empowered his trustees to sell the whole or any part of the before-mentioned premises, either by public sale or private contract, or otherwise. In a codicil bearing date the same day as his will, the testator having occasion to refer to the powers of sale contained in his will, directed in the following manner respecting the household furniture and effects belonging to a certain house called Pool-house,—"subject to the same trusts, powers, and provisions as are in my said will declared concerning the proceeds of the sale thereby authorized of Pool-house, and of my other estates in the

city and county of Hereford." Held, that the testator's estates, situate in the county of Hereford, but not within the city or the liberties thereof, did not pass to the trustees.

This case, which was a family suit, came before the Court upon demurrer. It appears that the testator, Charles Gomond Cooke, was, at the date and execution of his will, and at the time of his death, possessed of considerable personal property, and was also seised of a certain freehold estate in the county of Hereford, and a freehold estate near Ocle Pitcher, in the county of Hereford, but not within the city or liberties of Hereford; another freehold estate, in the parish of Lugwardine, in the county of Hereford, and not within the city or liberties thereof, known by the description of Old Court Farm, a small portion of which was copyhold; a freehold dwelling-house, with a garden and lands, called Pool-house, within the liberties of the city of Hereford; certain copyhold cottages, lands, and tenements, and four leasehold cottages, also within the said liberties; also, a leasehold farm called Pool Farm, situate in the parish of St. Martin, within the said liberties; which farm, together with a portion of open field or common land, lying about three miles distance from it, and not within, but bordering upon the liberties of the city of Hereford, were held by the testator under a lease from the Custos Vicars of the College of Vicars, in the choir of the cathedral church of Hereford, which lease was renewable every seven years.

The testator by his will, bearing date the 30th of January, 1840, among other things, devised as follows: "I give, devise, and bequeath all my freehold, copyhold, and leasehold messuages, lands, and hereditaments, in the city of Hereford, or the liberties thereof, in the county of Hereford, and my two leasehold houses on Ludgate-hill, in the city of London, held by me under the master and fellows of Jesus College, in the University of Cambridge, with the respective appurtenances, unto and to the use of my friends, T. J. Platt, R. Moser, and W. Platt, for the respective estates and interests in the said premises, which I can hereby dispose of, upon trust during the life of my daughter Elizabeth, the wife of S. Platt, to pay the yearly rents of the several hereditaments unto her for her separate use, without the interference or control of her present or any future husband," with power of appointment by will, and in default of such appointment, to her husband, the said S. Platt, for life; the remainder to her children in equal shares and proportions. The testator then provided as follows: "That it shall be lawful for my said trustees, and the survivors and survivor of them, and his heirs, executors, and administrators respectively, during the lifetime of my said daughter, at her request, to sell all or any part of the aforesaid premises, respectively, either by public auction or private contract, or otherwise, and for such considerations as my said daughter shall approve; and the said trustees or trustee, for the time being, shall invest the purchase-moneys arising therefrom in their or his names or name, and with the consent, in writing, of my said daughter, if living, in some or one of the public stocks of Great Britain, or at interest on Government or real securities, with power from time to time, and with the like consent of my said daughter, if living, to vary the said stocks or securities; and the said stocks and securities, and the annual income thereof, shall be held and applied upon the like trusts as are hereinbefore declared concerning the said premises so to be sold." After several other bequests, the testator devised and bequeathed all the residue of the real and personal estate which should belong to him at his death unto and to the use of his daughter, Elizabeth Platt, absolutely; but, in case she should die in the testator's lifetime, then to her said husband absolutely; and he thereby appointed his said daughter and her husband to be the executors of his will. The testator afterwards, but on the same day on which the will bears date, executed a codicil, whereby, revoking the appointment of W. Platt as a trustee, and appointing the plaintiff, C. Platt, in his stead to act as a trustee with the two other trustees before named, thus proceeded: "I direct that the household furniture and effects in or belonging to my dwelling-house, called Pool-house, which I have bequeathed upon trust for the separate use of my daughter, shall not, during her present or any future marriage, be sold, except upon the condition that the net moneys which shall arise from such sale shall be paid to the trustees or trustee for the time being of my will, and this codicil to be by them or him invested and held upon, with, and subject to the same trusts, powers, and provisions as are in my said will declared concerning the proceeds of the sale thereby authorized of Pool-house, *and of my other estates in the city and county of Hereford.*"

The testator died in Dec. 1842. Upon the death of the testator, the defendants, Samuel Platt and Elizabeth his wife, in her right, entered into possession of such of the testator's freehold, copyhold, and leasehold estates as were situated within the county of Hereford, but not within the city or liberties of the city of Hereford, and continued in the enjoyment thereof up to the time of filing the bill; and they contended that, according to the true construction of the will, no part of the testator's freehold, copyhold, or leasehold estates which were situate within the county of Hereford or the liberties thereof, were by the will so devised to the plaintiffs as such trustees thereof.

The bill, which was filed by the trustees of the will and codicil, prayed that it might be declared that not only all the freehold, copyhold, and leasehold estates situate within the city of Hereford and the liberties thereof, whereof or whereto the testator died seised, possessed, or entitled, but also all the other freehold, copyhold, and leasehold estates situate within the the county of Hereford, though not within the city of Hereford or liberties thereof, whereof or whereto the testator died seised, possessed, or entitled, were by the said will and codicil well and effectually devised and bequeathed to the plaintiffs upon the trusts thereof declared in and by the same respectively.

The defendants, Samuel Platt and Elizabeth his wife, put in their demurrer to this bill, for want of equity; and the question to be determined by the Court was, whether those estates situate in the county of Hereford, but which were not within the city or liberties thereof, passed to the trustees, or whether they belonged to the defendant, Elizabeth Platt, as residuary deviseeunder the will of her father, the testator.

The demurrer was argued at considerable length by *Hodgson* and *T. H. Hall*, and in support of which the following cases were cited: *Doe* v. *Greathed* (8 East, Rep. 91); *Doe* v. *Lord Lucan* (9 East, 448); *Doe* v. *Greening* (3 Man. & Selw. 171); *Doe* v *Lyford* (4 Man. & Selw. 550); *Pogson* v. *Thomas* (6 Bing. N.C. 337); *Doe* v. *Bower* (3 Barn. & Adol. 453); *Anony.* (3 Dyer, 261, b.)

Bethel and *Bacon*, for the plaintiffs.

The VICE-CHANCELLOR.—Although this is a legal question, I do not feel any reluctance in giving my opinion, because the case is clear. As I collect from the plaintiff's statement, the testator was seised of a freehold estate in the county of Hereford; he also had a freehold estate in the county of Hereford, not within the city or liberties of Hereford, and he also had a freehold estate in the parish of Lugwardine, in the county of Hereford. Two acres of this, it is said, were copyhold, twenty-four acres were held upon lease during his life, and the residue was freehold, so that he would have two acres of copyhold in the parish of Lugwardine, in the county of Hereford, not within the city or liberties. In addition to these, the testator had a freehold estate, called Pool-house, within the liberties, certain copyhold and leasehold cottages within the liberties, also a leasehold estate within the liberties; this latter was called Pool Farm, comprehending, however, a small portion of lands in a different parish, together with open lands which were not within the city or liberties of the city. Should any question arise upon that small portion, that must be the subject of further argument. I only now give my opinion upon the question whether the property described in the bill as being in the county of Hereford, but not within the city or liberties, passed by the first devise—or, in other words, whether the Ocle Pitcher estate, and that part of it which lies in the parish of Lugwardine not within the city or liberties, did pass by the first devise. The testator, after having disposed of the different properties which I have before mentioned, devises as follows:—" All my freehold, copyhold, and leasehold messuages, lands, and hereditaments in the city of Hereford, or the liberties thereof, in the county of Hereford, and my two houses on Ludgate-hill," to the uses mentioned in his will. It has been contended, that by the above devise the testator's freehold and copyhold in the county of Hereford, not within the city or liberties thereof, passed, as well as that which was situate within the city and liberties. Now the testator has in that sentence devised two sets of property, of which he has given distinct descriptions: for instance, he has given all his freehold, copyhold, and leasehold premises in the city of Hereford, or the liberties thereof, in the county of Hereford—that is one devise; and his two leasehold houses on Ludgate-hill—that forms another devise. Therefore, to arrive at a decision as to what is the meaning of the words "county of Hereford," you must not construe the passage as forming one sentence, for the testator has broken the description of the two things, the first ending with the words "county of Hereford," and has given a separate description of his leasehold houses on Ludgate-hill. Thus we are confined exclusively to the terms of the first sentence, and I am of opinion that, according to the clear meaning, you cannot construe that as if the word "and" were inserted between the words "thereof" and "in," as was contended at the bar. It must, therefore, be taken as if the words were "in the city of Hereford or the liberties thereof." The consequence of such a construction will be, that no No property in the county of Hereford passed under that devise but what was situate in the city of Hereford, or the liberties thereof. As to the authority given to the trustees to make leases, which was a mere general power, and applicable to whatever was before given, I do not think that circumstance can allow a more ample signification to the first sentence. In that part of the will which relates to the renewal of his leases, he has described the leasehold estate of Pool Farm as being situate in the parish of St. Martin, in the city of Hereford, but it is stated in the bill to be within the liberties. Upon looking at the codicil, we find the following words: "Upon, with, and subject to the same trusts, powers, and provisions as are in my said will declared concerning the proceeds of the sale thereby authorized of Pool-house, and of my other estates in the city and county of Hereford." There he takes notice of part as being in the city of Hereford, and it was reasonable to conclude that the other part was within the county of Hereford. It seems to my mind that the codicil confirms the construction of the will. Had it been a simple direction to sell his estates in the city and county of Hereford, and invest the proceeds thereof, it might then have been contended that such a direction was intended to have had a more extended meaning, but the testator has here referred to the sale authorized by his will, therefore it cannot have a more extensive operation than the sale authorized by the will itself. It appears to me to be perfectly clear that the words in question did not pass any estates in the county of Hereford to the trustees but what were also in the city or liberties thereof. They must, therefore, go to the testator's daughter as residuary devisee.

Demurrer allowed.

ROLLS COURT.

Monday and Wednesday, June 10 & 12.

HARVEY *v.* MOUNT.

The regular course of practice in proceedings to discredit a witness, is to exhibit articles first, and then apply for a commission to examine witnesses on the subject of those articles; but a motion to grant a commission, and for liberty to exhibit articles at the same time, will not be refused.

This was a bill to set aside a fraudulent settlement executed by Sarah Beake, one of the plaintiffs. It was filed 3rd February, 1842, and amended 17th November following; the answer was filed 13th April, 1842. The deed of settlement in question was dated the 17th November, 1841, and was in favour of Mount and wife (defendants), who were married on the 11th December following; and on the 16th of the same month of December, a conveyance was made by Sarah Beake of the property contained in the settlement to John Fagg Harvey and Richard Sladden (plaintiffs), their heirs, &c., on trusts, &c. (different from the settlement). S. Beake and Mrs. Mount were sisters. Early in January, 1842, William Sladden (solicitor for the plaintiffs) saw Charlotte Sangwell at Deal, and on the information obtained from her (she having been the servant of the two sisters) some of the charges in the bill were founded. Having heard that Mount and wife had been at Deal, and suspecting the object, Sladden went over again the day after the bill was filed, and finding Charlotte Sangwell still abided by her statement, except in one point, he proposed to embody it in an affidavit to be sworn by her, to which she assented. Accordingly, on the 8th of February, he brought another solicitor and master extraordinary, a Mr. Hulke, who administered the oath. The defendants subpœnaed Charlotte Sangwell and examined her, and the plaintiffs also subpœnaed her, but finding, on examination, that she had altered her story, lest they might make her their witness, they only cross-examined her. They did not allude to the affidavit, and gave her no opportunity of explanation. She, however, had a letter in reference to the matter produced to her, and herself referred to the affidavit at the examination. After publication passed, it was found that she had contradicted herself; and the plaintiffs now moved for a commission for the examination of witnesses on an article to be exhibited, as to the credit of Charlotte Sangwell, and as to such particular facts as are not material, &c., and also to be at liberty to exhibit an article as to the credit, &c. And the motion was opposed, on the grounds, first, that the practice of the Court required the articles to be exhibited before the commission was moved for; secondly, that the declaration was improperly obtained, as the affidavit was illegal under the 5 & 6 Wm. 4, c. 62; and, thirdly, that Charlotte Sangwell should have been cross-examined as to the document itself, and allowed an opportunity to explain.

The cases cited were, *Wood* v. *Hammerton* ([illegible] Ves. 145); *Purcell* v. *M'Namara* (8 Ves. 324); *White* v. *Fussell* (19 Ves. 127); *Reg.* v. *Nott* (7 Jur. [illegible]); *Piggott* v. *Croxhall* (1 S. & St. 467); 2 Phill. Ev. 432; 2 Daniell, 594, *et seq.*; Hind, Pr. 376; Beames' Ords. 188.

Turner and *Goodeve*, for the motion.

Kindersley and *M. E. F. Smith*, contra.

The MASTER of the ROLLS.—I have no doubt that both before and subsequent to the cases of *Wood* v. *Hammerton*, and *Purcell* v. *M'Namara*, the practice of the Court was to exhibit articles first, and afterwards apply for the commission; but as Lord Eldon, after much consideration, granted both upon the same motion, I cannot, [illegible] that reason, [illegible] so also. As to the other objections I shall consider.

Tuesday, June 11.

WEST *v.* HARDWICK.

A married woman being declared by a decree of the Court entitled absolutely to a sum of money, but the order being drawn up directing the payment to be made to her "during life," these latter words were ordered to be struck out. A petition being presented by the husband and wife for a transfer of the fund, the Court, upon examining the wife, ordered a settlement to be made.

William Davis (the father of Mrs. West) bequeathed a part of his residuary estate to his daughter absolutely, and afterwards gave the same to her for life, with remainder to her issue. A bill was filed by Mr. and Mrs. West, alleging the remainders over too remote, and praying a transfer, and a decree was made declaring the remainder over void. A petition was now presented for a transfer of the fund on the examination and consent of Mrs. West. A difficulty arose from the decree first ordering a transfer absolutely, and then directing the payment thereof to Mrs. West "during life." Some other obstacle also appeared to the Court after examining the lady.

Goodeve, for the petition.

The MASTER of the ROLLS said the words "during life" must be struck out of the order, and it would then be consistent. As to the transfer, he could not order it now, but directed a settlement to be made of the fund on the lady, her husband, and children; and then they might apply again.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Saturday, June 8.

GALTON *v.* EMESS.

Specific performance—Consideration.

A and B being each desirous of purchasing an estate advertised to be sold by auction, agreed that A should be allowed to purchase without opposition by B, and that B should have the right of pre-emption upon certain terms, of that estate and another during A's life, and the offer of the two estates upon the same terms, for twelve months after A's death. A died, having devised the two estates to trustees. Held, that the contract was founded on a valuable consideration, and could be enforced.

In the year 1838, an estate at Oddingley, in the county of Worcester, being advertised for sale by auction, the plaintiff and Mr. John Nash, who were proprietors of lands adjoining the estate, and were both anxious to purchase it, entered into an agreement dated the 20th Nov. 1838, to the following effect, viz. that in consideration of the plaintiff not opposing Nash in the purchase by auction of this estate, Nash engaged that he would not sell such estate (in case he purchased) or the farm of which he was the owner at Oddingley, to any person until he had given the plaintiff the offer thereof at such price as he might purchase the same for, together with all necessary expenses to be laid out in repairs in the meantime, as far as regarded Mr. Williams's farm, and as far as regarded Nash's own farm, at the same price per acre (the timber being paid for in addition) as he might purchase Mr. Williams's for, and the timber on Mr. Williams's to be paid for or not, according as Nash might purchase Mr. Williams's estate, either by having the timber included in the price, or by paying for it at a valuation; and Nash engaged that in case he purchased Mr. Williams's estate, the plaintiff, or his heir-at-law, should in any case have the offer for twelve months of both the estates above mentioned upon the terms aforesaid, by the trustees under the will of the said John Nash, to whom he would give ample powers for that purpose. Nash became the purchaser of the estate, inclusive of the timber, for 4,900*l.* Previously to the date of the above agreement Nash had, by his will, dated the 22nd Oct. 1830, devised the farm of which he was the owner at Oddingley to trustees to uses in strict settlement. By a codicil, dated 22nd Aug. 1839, Nash devised the estate he had purchased of Williams to the same trustees, to uses in strict settlement. The object of the present suit was to obtain a specific performance of the agreement of the 20th Nov. 1838.

Russell and *Amphlett*, for the plaintiff.

Wigram and *Hubback*, for some of the defendants, opposed the relief prayed, and cited *Fain* v. *Brown* (2 Ves. 307 cited); *White's* case (3 Swanst. 108, n.); *Twining* v. *Morris* (2 Bro. C.C. 326); and *Howell* v. *George* (1 Madd. 1).

Gellart, *G. T. White*, *Cameron*, and *Parry*, for other defendants.

The VICE-CHANCELLOR.—Two men severally desirous of buying an estate, become acquainted with each other's intentions, and agree that one of the two should retire. It is no part of the case that there was any fraud or misrepresentation used. No authority has been cited to shew that such conduct is illegal, and the defendants have not asked for an opportunity to try the case at law. In the absence, therefore, of any authority, and in the absence of an intention to try at law, I shall hold that such a bargain is not illegal; and if it is not illegal, I apprehend that such a contract may form a valuable consideration. I think no case of hardship, or otherwise, has been shewn to prevent a court of equity from enforcing this agreement.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Thursday, May 30.

REG. *v.* BLAKE.

Conspiracy—Evidence—Declarations of co-conspirators.

Thesiger, S. G. and *W. F. Pollock* shewed cause against a rule to set aside the verdict for the Crown, and for a new trial, which had been obtained upon the ground of the misreception of evidence.

This was an *ex officio* information filed by the Attorney-General against the defendant Blake, who was a landing-waiter at the Custom-house, and Chamberlain Tighe, a Custom-house agent, for conspiring together to pass certain goods through the Custom-house at a less duty than was of right payable upon them, with intent to defraud the revenue. In the course of business at the Custom-house, it appeared there is what is called the Blue-book, containing the original entry of the goods, and from which the perfect entry on which the duty is paid, is made out. Tighe had been in partnership with a person of the name of Shearer, as a Custom-house agent, and in the course of business was employed to pass certain goods for Messrs. Smith and Anderson. The amount of duty in the perfect entry was 19*l.* and that corresponded with the Blue-book; but it was shewn that the Blue-book had been fraudulently altered, and evidence was given to connect Blake with that alteration. It was then proposed to put in Tighe and Shearer's books, in which it appeared, by an entry in Tighe's handwriting, that he had charged Smith and Anderson with duty to the amount of 26*l.* 10s. 5d. leaving a difference of 7*l.* 10s. 5d. between the amount paid by Smith and Anderson and that received by the Government. It further appeared that Tighe and Shearer had an account with Messrs. Sappe and Co. the bankers, and that on the 4th of October, 1841, Tighe had drawn a certain cheque upon them for the sum of 82*l.* and two of the 10*l.* notes by which that cheque had been paid were traced to Blake's possession. It was then proposed to put in the counterfoil of the cheque, which was in Shearer's possession, bearing date the 4th day of October, 1841, with the initials D. B. (which it was suggested meant Dennis Blake, the defendant) and then several transactions, together amounting to 164*l.* (among which was one for 7*l.* 10s. 5d. with the initials S. and A. opposite, which it was suggested meant Smith and Anderson) were entered, and a cheque appeared to have been given to D. B. for 82*l.* just one-half of that amount. Tighe had absconded, and when it was proposed to give these matters in evidence, it was objected that they were inadmissible, on the ground that no proof had been given at that stage of the proceeding of the existence of any conspiracy between Blake and Tighe, and until that was done, they were no more than declarations accompanying an act of a third person, and could not be evidence against the defendant Blake. It was submitted that the conspiracy had been already proved, therefore the evidence was rightly received, not as a mere declaration accompanying an act of one of the co-conspirators for the purpose of proving the conspiracy, but as independent evidence to shew that Blake had received one-half of the proceeds of the duty of which the Government had been defrauded, and might be considered as an act necessary to be done in order to give effect to the conspiracy: citing 1 East, P. C. 96; 2 Russ. on Cr. 698, 3rd ed.; Ph. on Ev. 210, 9th ed.; 2 Stark. on Ev. 329; *Rex* v. *Sutter* (5 Esp. 125); *Rex* v. *Stone* (6 T. R. 527); *Rex* v. *Hardy* (24 St. Trials, 447, 451); *Reg.* v. *Murphy* (8 C. & P. 497); *Rex* v. *Watson* (2 Stark R. 104).

Cockburn, *Humfrey*, and *Warren*, contrà, not heard.

By the COURT.—On the first point we entertain no doubt that the evidence was clearly receivable as happening in the course of the transactions laid before the jury, and as a part of the evidence from which the conspiracy might be inferred. But, upon the second point, it was considered at the trial that the counterfoil of the cheque might be admissible as evidence of an act done which was necessary to be done in order to give effect to the conspiracy. It is clear, however, upon consideration, that that cannot be so, for full effect might have been given to the conspiracy without any statement by the party of what was done with the money. It was merely proof, therefore, of an act done after the offence was completed, and could have no connection with the conspiracy itself. *Rule absolute.*

REG. *v.* TOWN COUNCIL OF MANCHESTER.

Mandamus—Particulars of claim.

Kelly moved for a rule calling upon Mr. Harper, the clerk of the peace for the county palatine of Lancaster, to deliver particulars of his claim for compensation, and to shew cause why he should not be restrained from bringing forward, at the trial of the writ of *mandamus*, any other claims than those which were brought under the consideration of the Court upon the motion for the *mandamus*.

This was a writ of *mandamus* obtained by Mr. Harper, commanding the defendants to award him compensation in consequence of the establishment of the Court of Quarter Sessions at Manchester, and to which he contended he was entitled, in consequence of the fees and emoluments on all criminal business in the county palatine being payable to him by virtue of his office of clerk of the peace. The defendants had returned as an answer to the writ, that the establishment of the Court of Quarter Sessions was not such a loss as was contemplated by the Act of Parliament. This the prosecutor traversed, and it was now found that unless he was restrained by the Court, it would be open to him to bring forward on the trial claims which had never been before the Court at all.

By the COURT.—We ought not to make this a precedent for doing any thing of the kind, for the parties had it in their own hands at the time of making the return. *Rule refused.*

YOUNG *v.* HITCHENS.

Amendment of Record.

M. Smith moved for a rule *nisi* to amend the record on payment of costs by the plaintiff, by entering a nonsuit or discontinuance instead of a verdict for the defendant.

This was an action of trespass for seizing, taking, and driving away the fish of the plaintiff.

Plea—Not possessed.

It appeared that a shoal of mackerel having been discovered in the bay of St. Ives, the plaintiff's boat went out and cast a net, which included the shoal; the defendant's boat went out afterwards, contending that the plaintiff had not complied with the St. Ives Act of Parliament, and threw his nets within the plaintiff's net, and seized the fish in question. 600*l.* had been paid into court to abide the event of the trial. The rule for a new trial, or to enter a verdict for the defendant, was argued on the 10th Feb. (2 Law T. 420), when the Court directed the verdict to be entered for the defendant, on the ground that the plaintiff could not be said to have been possessed of the fish, as there had been no actual seizure, and there was a space through which the fish might have escaped. It was submitted that the real question had not been decided; since it was supposed that the only question to be tried was, whether, *under the St. Ives Act*, the fish belonged to the plaintiff or defendant; that the plaintiff was therefore entitled to a new trial, but that the record, as it at present stands, would be a bar to any future action. *Rule nisi.*

Tuesday, June 11.

LEWIS *v.* PRIMROSE.

An attorney's bill must contain the name of the court in which the business is done, otherwise it is ground for a nonsuit in an action to recover the amount.

Jervis and *Hoggins* shewed cause against a rule calling on the plaintiff to shew cause why the *Nisi Prius* record, and all proceedings subsequent to the passing of the record, should not be set aside for irregularity, or why the verdict for the plaintiff should not be set aside, and a nonsuit entered. The rule was obtained upon the ground that the writ of summons was not correctly stated in the record, inasmuch as the original writ of summons had been followed up by an *alias* writ, and the date mentioned in the *Nisi Prius* record was that of the *alias* instead of the original writ of summons. The ground of nonsuit was as follows:— The action was upon an attorney's bill, and the bill, when produced, did not shew in what *suit* the business had been done, nor in what *court*, nor any *day* of the month, but only the *month* in which the bill was delivered. It was submitted that the irregularity, if any, had been waived, because the defendant must have received the issue and notice of trial, and ought to have taken out a summons before a judge at chambers, to have had it amended according to the fact at the plaintiff's expense. With regard to the nonsuit, the impression of the Court in *Lester* v. *Lazarus* (2 C. M. & R. 665) appeared to be, that the name of the court need not be mentioned, and that at any rate a nonsuit could not be entered, as a part of the business was correctly stated: citing *Lane* v. *Glennie* (7 A. & E. 83; R.G. H. T. 4 Wm. 4, R. 33); *Cooze* v. *Neumegen* (1 Dowl. N.S. 429).

Platt and *Lush*, contrà, citing *Whipple* v. *Manby* (1 M. & W. 432); *Emery* v. *Howard* (1 Q. B. 426); *White* v. *Farrer* (2 M. & W. 288); *Re Lord Cardross* (5 M. & W. 545).

By the COURT.—It is not necessary to give any opinion upon the first objection, because we think the second objection fatal, and that the holding this bill of costs to be sufficient, would be to repeal the statute of 2 Geo. 2, c. 23. The very object of that Act of Parliament is to enable the defendant to take the bill to another attorney, and ask him whether it is fair; but how can he do so unless you tell him in what

court the business is done? The want of that information makes it no bill at all. In *Lester* v. *Lazarus*, there was no decision upon the point, because it was not before the Court, and therefore that case is not at variance with our present decision.

Rule absolute.

Reg. v. Bayley and Another.

A party who is charged with being the putative father of a bastard child under the 2 & 3 Vict. c. 85, and declares to the justices that he is desirous that the charge shall be heard and determined at the quarter sessions of the peace, and enters into the recognizances required by the 3rd section of that statute, can only do so before the case has begun to be heard, and not afterwards, as that statute did not intend to give an appeal from the judgment of the petty sessions, but only an option of the tribunal before which the case should be heard.

Baines and *Pickering* shewed cause against a rule for a *certiorari* to bring up an order of bastardy for the purpose of being quashed.

The rule was obtained on three grounds: 1st, that the order was made after the party had declared his wish that the charge should be heard at quarter sessions, and that therefore the justices had not jurisdiction to proceed further; 2nd, that the order was for the payment of the sum of 9s. 4d. as the amount of the expense actually incurred by the parish in the support of the child before the making of the order; and that there was no jurisdiction to make that order, inasmuch as the birth of the child was stated therein to have taken place more than six months before the date of such order, whereas the Act of Parliament does not enable the justices to order maintenance for more than six months; and, thirdly, that the complaint was made by the churchwardens and overseers of the township of Ripon, whereas the township of Ripon has no churchwardens at all. It appeared that the party upon whom the order was made went before the magistrates at petty sessions; they heard the complaint, and it was not until the magistrates had decided that the prosecutors need not give any more corroborative evidence, that he stated his intention to have the case heard at the quarter sessions, and thereupon tendered the necessary bail. It was submitted, on the first point, that the intention of the Legislature was to give the party the choice of two tribunals, but not to give him the chance of both; and that he was, therefore, bound to make his election at the outset, by which tribunal he would have his case decided. With respect to the second point, it was submitted the order was good, inasmuch as, although the child was more than six months old at the time of the making of the order, it was proved before the justices that it had only been chargeable to the township of Ripon for one month before, and therefore the justices had awarded costs in reference to that month only, and, at any rate, the objection would not vitiate the whole order. With respect to the third point, it was submitted, that inasmuch as it had been decided that churchwardens are merely ecclesiastical officers, the addition of their names was a mere addition of the names of parties who were not called upon to join, and could not vitiate the order, because that might be struck out, and the names of the overseers alone would then stand, and the order would still be perfectly good; citing *Reg.* v. *Goodhall* (2 Dowl. N.S. 382); *Rex* v. *Suffolk* (6 M. & Sel. 57); *Rex* v. *Gill* (Russ. & Ry. 431); *Rex* v. *Picton* (2 East, 195); *Rex* v. *Stockdale* (5 B. & Ad. 546); *Reg.* v. *Justices of Wiltshire* (12 A. & E. 793).

Martin, contrà, contended that the intention of the legislature must have been to give the party against whom the complaint was made an appeal to the quarter sessions; and that the words of the 2 & 3 Vict. c. 85, s. 3, directing that if "the party charged shall declare to the justices that he is desirous that the charge shall be heard at the quarter sessions, &c. that then the said justices "shall not proceed further to hear the charge," plainly shewed that the time for appealing was at any time before their delivering judgment. With respect to the second objection, it was perfectly clear, under the statute itself, that the order was bad; and, thirdly, that the order was bad, inasmuch as there were no churchwardens of Ripon, and therefore it was an order to pay a sum to non-existent persons; that if it be suggested the churchwardens of the *parish* of Ripon are the persons intended, still the order would be ambiguous, and being a hostile order, must be construed strictly, in the same manner as the judgment of any court, and was therefore void.

By the Court.—By the 72nd section of the 4 & 5 Wm. 4, c. 76, jurisdiction was given to the justices at sessions to hear and determine complaints of this kind; then it was found convenient that the party should be obliged to go to the sessions, and the Legislature, therefore, by this Act of Parliament (2 & 3 Vict. c. 85) compelled the application to be heard in the first instance at the petty sessions. But then, the parties might not altogether like that, and they, therefore, gave them the right to go to the quarter sessions, and have the case heard there instead. If the Legislature had meant to give an appeal, why do they not say so? for in cases where they do mean it, they generally say so in express terms. The object of this enactment is, that the party may have his choice of the tribunal before which his case is to be heard. If he does not choose to submit it to the jurisdiction of the magistrates at petty sessions, he has the option of going to the quarter sessions; and then the justices at petty sessions shall not proceed further to hear the charges. But that must be before there is any hearing at all; for it would be a complete mockery of justice for a man to be allowed to select his tribunal, perhaps on account of its ignorance, and then, when he has found himself mistaken, to say, I will now try the other. With respect to the 9s. 4d. we must give the ordinary sense to the words of the Act of Parliament; and here the order is drawn up as if it were a payment for the expenses of the parish from the commencement of the liability, and is therefore bad. With respect to the third point there might be some little doubt; but if there are, as suggested, no churchwardens at all, then the doctrine of *utile per inutile non vitiatur* applies, and the order would be good by striking out that part of it which orders payment to the churchwardens. *Rule absolute to strike out the sum of 9s. 4d.*

Wednesday, June 12.

Brown v. Pegg.

(Argued May 22.)

Stamp.

Erle and *Ball* shewed cause against a rule to set aside the verdict for the plaintiff and to enter a nonsuit.

This was an action of covenant brought by the plaintiff to recover the sum of 165*l.* and interest, secured by an indenture, which recited, that the defendant had assigned a certain lease for the term of 1,000 years to A B, for securing the repayment of two several sums of 50*l.* and interest. It also recited that, by a subsequent deed, the lease had been charged with a further sum of 50*l.*; that the defendant had a power of appointment over the fee of the premises in question, and that the said A B had called for repayment of the 150*l.* The defendant then, by the deed in question, in consideration of 150*l.* paid by the plaintiff to A B, and of the further sum of 15*l.* paid by the plaintiff to the defendant, appointed the premises in fee to the plaintiff, to secure the sum of 165*l.* and covenanted to pay the said sum of 165*l.* and interest, and by the same deed A B assigned the lease to a trustee, in trust for the plaintiff and to attend the inheritance. The deed consisted of three skins, each of which had a 1*l.* stamp, and it was submitted it was properly stamped.

Peacock, contrà, contended that, whether or not the deed amounted to a transfer of the mortgage, it required a 35s. stamp in respect of the new covenant, and as it had merely the *ad valorem* duty upon it, in respect of the 15*l.* the stamp was insufficient, under 55 Geo. 3, c. 184, tit. Mortgage; and 3 Geo. 4, c. 117; citing *Doe dem. Bartley* v. *Gray* (3 A. & E. 89); *Doe dem. Barnes* v. *Roe* (4 N. C. 737; S. C. 6 Scott R. 525); *Lant* v. *Pearce* (3 N. & P. 329; S. C. 8 A. & E. 248).

By the Court.—It is clear this operated as a new security and that a deed-stamp, at least, became necessary in consequence thereof. The rule must therefore be made absolute for a nonsuit.

Rule absolute.

Reg. v. Williams.

Where a party grieved within the meaning of 5 & 6 Wm. & M. c. 11, s. 3, is also the prosecutor of an indictment for nuisance, upon which the defendant is convicted, he is entitled to the costs given by that statute as "the prosecutor and party grieved," notwithstanding he may have received assistance from other parties, who, together with himself, have subscribed to raise a fund for the purpose of conducting the prosecution.

Welsby shewed cause against a rule calling upon a gentleman of the name of Worthington to shew cause why the side-bar rule in this case should not be set aside.

This was an indictment for a nuisance, by means of certain alkali-works, and the defendant having removed the cause by *certiorari* into the Court of Queen's Bench, upon the trial a verdict was found against him, and he was thereupon sentenced to two months' imprisonment. The usual side-bar rule to tax the costs of the prosecution had issued under the 5 & 6 Wm. & M. c. 11, s. 3, and the present rule had been obtained to set that aside, upon the ground that, although Mr. Worthington was the nominal prosecutor, he was not "the prosecutor and party grieved" within the meaning of that Act, inasmuch as he was only one of several who had subscribed together a sum of money for the purpose of conducting the prosecution, and was at any rate only entitled to so much of the costs as he had personally subscribed. It was admitted by the affidavits that Mr. Worthington was living within 800 yards of the works, and in that respect was clearly a party grieved; but it also appeared that the prosecution, although carried on in his name only, was in reality conducted at the expense of himself and three other parties, one of whom was the attorney conducting the prosecution, each of them living within reach of the nuisance. It was submitted that these facts were sufficient to shew him to be the prosecutor and party grieved within the meaning of the Act: citing *Rex* v. *Cooke* (1 Man. & Ry. 526); *Rex* v. *Dewsnap* (16 East, 194).

Cole, contrà, contended, in the first place, that the side-bar rule being entitled "The Queen on the prosecution of Wm. Worthington," was drawn up wrongly, and should have been entitled in the name of the four prosecutors instead of that of Mr. Worthington only; and, secondly, that it would be unreasonable to give the whole costs of the prosecution to a party who had apparently only agreed to contribute a fourth, and therefore at most the rule ought only to give him so much as he had actually agreed to contribute; but it was further submitted that many difficult questions would arise were the Court to give only a proportion of costs, and therefore the proper course would be to decide, that inasmuch as he did not conduct this prosecution at his own individual expense, he could not be considered as "the prosecutor and party grieved," within the meaning of the Act: citing *Rex* v. *Dewhurst* (5 B. & Ad. 405); *Reg.* v. *Waldegrave* (2 Q. B. 341); *Reg.* v. *Taunton Saint Mary* (3 M. & Sel. 465).

By the Court.—It appears to us that this party is a party grieved, and we think he must also be considered as the prosecutor within the meaning of the statute, since he makes himself liable to the attorney for the costs of the prosecution. We agree that it would be extremely inconvenient to inquire, in a case of this kind, how much each party has contributed to the costs of the prosecution, but for that very reason we come to a different conclusion, and are of opinion that where a party grieved is the prosecutor of the indictment, he is nevertheless entitled to the expenses of the prosecution, although he may have received assistance from other parties. We will only further remark, that we consider this case quite different from that of *Rex* v. *Cooke*.

Rule discharged.

Doe dem. Buttriss v. Roe.

No affidavit can be read, in the jurat of which there is any interlineation or erasure. Reg. Gen. Mich. T. 37 Geo. 3.

Hayward shewed cause against a rule to rescind two orders of a learned judge. He was about to shew cause upon two affidavits, when

Platt (*Horn* with him) objected that he could not use them, for one was not sworn at all, and the other had an erasure in the jurat: citing R. G. M. T. 37 Geo. 3 (7 T. R. 82), whereby it is ordered, that no affidavit be read, or made use of, in any matter depending in this court, in the jurat of which there shall be any interlineation or erasure.

By the Court.—This is an erasure, certainly, one word is struck out, and another put in; the 10th is struck out, and the 16th put over it. Neither of the affidavits can be read. *Rule absolute.*

Reg. v. The Corporation of Birmingham.

The Court will not order the return to a mandamus to be taken off the files of the Court, notwithstanding it contains several matters, some of which, if true, would be a good answer to the writ, and which would be admitted by the prosecutors demurring under stat. 6 & 7 Vict. c. 67, for the purpose of objecting to the validity of the other part of the return.

Whitehurst moved for a rule, calling on the defendants to shew cause why a return made by them to a writ of *mandamus* should not be taken off the files of the Court, and quashed. The rule was applied for upon the ground that the corporation had returned several matters, some of which, if admitted, would be a good answer to the writ, and others not; but by the statute 6 & 7 Vict. c. 67, s. 1, it is provided, "that in all cases in which the person prosecuting any such writ (of *mandamus*) heretofore issued, or hereafter to be issued, shall wish or intend to object to the validity of any return already made, or hereafter to be made to the same, he shall do so *by way of demurrer to the* [illegible], in such and the like manner as is now practised and used in the courts hereinbefore mentioned respectively in personal actions." The consequence of compliance with this statute would be to defeat the prosecutor's claim altogether, because, by demurring to the whole return he must admit that part, which, if true, would be a good answer, and which, but for the statute, he would traverse. It was submitted that the statute having omitted the words "or any part thereof," only contemplated the case in which a single return was made, and did not apply where there is a return of more answers than one.

By the Court.—We do not see the difficulty so great as you do, and it would be a very strong measure to take the return off the files of the court.

Rule refused.

BUSINESS OF THE WEEK.

Thursday.

Reg. v. Williams and Mottram.—[illegible] moved to set aside the verdict for the Crown, so far

as related to the defendant Mottram, on the ground of surprise. *Rule refused*.—*Thesiger*, S.G. then prayed judgment. The COURT thereupon sentenced each of the defendants to twelve months' imprisonment.

REG. v. FRAMPTON.—*Barstow* shewed cause. *Cockburn*, contrà. *Rule absolute.*

WALTERS v. WHALLEY.—*Allen* and *J. Gray* shewed cause against a rule for payment to the plaintiff of so much of the money paid into court as would satisfy the plaintiff's claim, and to refer it to the Master to ascertain how much was due to him. *J. W. Smith*, contrà. *Rule absolute.*

BATCHELOR and ANOTHER, Assignees, &c. v. MARQUIS OF BUTE. *Erle* and Sir *John Bayley* shewed cause. *Part heard.*

Wednesday.

CHANNING v. HOPE.—*Petersdorff* shewed cause against rule to enter nonsuit. *Platt* and *Crouch*, contrà. *Rule absolute.*

Re PATER.—To be reported next week. *Rule absolute.*

DUNCAN v. VARTY.—*Ogle* shewed cause, citing *Withers* v. *Spooner* (2 Dowl. N. S. 884). *Peacock*, contrà. *Rule discharged.*

WHITWICK v. COTTON.—*Petersdorff* shewed cause. *Peacock*, contrà. *Arranged.*

Re POCOCK.—*Petersdorff* shewed cause. *Hill*, contrà. *Referred to Master.*

APTED v. TICKNER.—*Knowles* and *Pashley* shewed cause against a rule to set aside the proceedings, the plaintiff to pay costs. *Platt*, contrà. *Rule enlarged.*

REG. v. WILSON and OTHERS.—*Greaves* shewed cause. *Newton*, contrà. *Rule enlarged.*

FERGUSON v. CLAYWORTH and WIFE.—*Platt* and *Warren* shewed cause against a rule to discharge the female defendant out of the custody of the sheriff of Middlesex, for the costs and damages recovered in an action of slander for words spoken by her. *Watson* and *E. James*, contrà. *Rule discharged.*

REG. v. COLLS.—*Platt* and *Deedes* shewed cause. *Horne*, contrà. *Referred to the Master.*

REG. v. NEWTON.—*Godson* shewed cause against a rule for changing the venue from Gloucestershire to Worcestershire. *Newton*, contrà. *Rule absolute on terms.*

Ex parte THE MARCHIONESS OF HASTINGS. *Rule enlarged.*

YOUNG v. HITCHENS. *Rule enlarged.*

REG. v. HENRY GOMPERTZ. *Rule absolute.*

RICHMOND v. EARL OF OXFORD. *Rule enlarged.*

REG. v. THE COMMISSIONERS OF STAMPS.—*Kelly* (*Gunning* with him).—For a *mandamus*, commanding the defendants to refund a sum of money paid to them by way of legacy duty under a will, of which probate was subsequently revoked. *Rule nisi.*

REG. v. JUSTICES OF CUMBERLAND. *Rule enlarged.*

Re T. W. PARKES. *Rule enlarged.*

MUNN and ANOTHER v. DITCHEN. *Rule enlarged.*

REG. v. LORD OF MANOR OF OLD PALACE GARDENS, SURREY. *Rule enlarged.*

REG. v. THE NORTHERN AND EASTERN RAILWAY COMPANY.—*Crowder*, *Kelly*, and *Wells* shewed cause against a rule for a *mandamus*. *Erle* and *Gray*, contrà, not heard. *Rule absolute.*

REG. v. BARNARD GREGORY.—*Talfourd*, Serjt. and *Wordsworth* shewed cause against a rule to postpone trial. *Platt*, contrà. *Rule absolute.*

DOE *dem.* FINCH v. PAGE.—*Platt* and *Lush* shewed cause against a rule to set aside the judgment entered for the lessor of the plaintiff, and to enter the same for the defendant, the costs to be taxed by one of the Masters, and paid by the lessor of the plaintiff. *Chambers* and *Bagley*, contrà. *Rule discharged.*

COURT OF COMMON PLEAS.

Wednesday, June 12.

FITZGERALD v. FITZGERALD. *Referred to the Master.*

DAVIES v. LOWNDES.
Writ of right.

Gray shewed cause.
Talfourd, contrà. *Cur. adv. vult.*

JAMES v. BRAMALL.
Judgment—Irregularity—Issuable plea.

Gazelee, Serjt. shewed cause why the judgment in this cause should not be set aside for irregularity. The defendant was under terms to plead issuably, and had pleaded a non-issuable plea. The plaintiff was the indorsee of a bill of exchange, the subject of the action; the defendant, the indorser. The plea objected to set out that the defendant had had no consideration for indorsing, and that he indorsed in blank; and that it was delivered so indorsed to the plaintiff after it became due. This was not an issuable plea. (*Charles* v. *Marsden*, 1 Taunt.; *Sturtevant* v. *Horn*, 4 M. & G. 101; *Waterfall* v. *Glode*, 3 T. R. 305; *Serle* v. *Bradshaw*, 2 C. & M. 148.)

Shee, Serjt. contrà.

Rule discharged on payment of costs; to take any notice of trial the plaintiff can give for the sittings after term; judgment to be of the term.

STEAD v. CAREY.
Issuable plea—Judgment—Irregularity.

Shee, Serjt. shewed cause why judgment signed in this cause should not be set aside for irregularity. The defendant was under terms to plead issuably. There were several pleas on the record. The 8th plea stated that no company or joint stock association has been formed under the provisions of the 4 & 5 Vict. c. 91, and that by this failure the Act had become inoperative, and the letters patent void. That plea was not issuable, and was frivolous.

Manning, Serjt. contrà. *Rule absolute.*

BRISTOW v. NEEDHAM.
Costs—Set-off.

Shee, Serjt. shewed cause against a rule, why the taxed costs in this cause should not be set off against a sum of 22,350*l.* recovered in action brought in the Exchequer.

Dowling, Serjt. contrà.

Rule discharged without costs.

HARDY v. WATSON.
Issuable plea—Trespass.

Byles, Serjt. shewed cause against a rule obtained by *Dowling*, why the defendant should not have liberty to put upon the record a certain plea. The defendant was under terms to plead issuably, and to an action of trespass for *crim. con.* with the plaintiff's wife, had pleaded, that at the time of the commission of the trespasses in the declaration mentioned, the plaintiff lived apart from his wife. There was no precedent for such a plea. This plea would amount to a plea of leave and license, and would be a plea *contra bonos mores*. A voluntary separation without deed is no bar. (*Weedon* v. *Timbrell*, 5 T. R. 357; *Hodges* v. *Windham*, Peakes, C. 39; *Chambers* v. *Caulfield*, 6 East, 244.) This is a case of the first impression; no such plea has been allowed since the new rules.

Dowling, Serjt.—It is not necessary to contend that this plea will stand the test of a demurrer. Unless it appear frivolous, your lordships will not set it aside. It has been decided by the Queen's Bench to be a good plea. *Rule absolute.*

TAYLOR v. ROBERTS.

Where there are several issues of law and of fact, and there is among the issues in fact any which are not the subject of demurrer, the Court will not interfere to order the issues of law to be tried first.

Talfourd, Serjt. shewed cause why the trials of certain issues of fact should not be postponed until after the decision of the Court upon issues of law set down for argument on demurrer.

There were several counts; among them one for an assault, to which there was no demurrer; and the plaintiff could try this issue if he thought proper.

Dowling, Serjt. contra, citing *Cracknell* v. *Trueman* (9 M. & W. 684); *Burdett* v. *Colman* (13 East, 27).

TINDAL, C.J.—The last case does not apply to the present, where there is a distinct count for an assault separate from all the other counts demurred to. I cannot see what right we have to compel the plaintiff not to try that first.

Rule discharged, costs in the cause.

BENTLEY v. KEIGHTLEY.
Patent—Particulars—Effect of the word "others."

Talfourd, Serjt. shewed cause why the defendant should not deliver better particulars respecting a patent for a certain improvement in the manufacture of cards:

The question was, whether the defendant was bound to give the names of all the parties and leave out the term "others." *Bulnois* v. *Mackenzie* (4 Bing. N. C. 127) decided that it is necessary to give greater particularity in the particulars than in the special plea. *Jones* v. *Burger* (Webster's Pat. Cases) differs from this case; *Russell* v. *Ledsam* (11 M. & W. 647) is in point.

Channell, Serjt.—In *Bulnois* v. *Mackenzie* the Court expressed a strong opinion that it was not necessary to give the names at all. All the cases in this court sustain this case.

TINDAL, C. J.—All you want is the word "others" to be struck out. It appears that the other courts in both instances have taken a somewhat different view of the objection than this Court has done in *Jones* v. *Burger*. On the whole, I do not think the word ought to be expunged. There is no imputation of withholding any name or of any fraud; and it may be, the names of the other people are not known. It would be going further than the fair interpretation of the statute ought to carry us.

COLTMAN, J. and MAULE, J. concurred.

Rule discharged.

BUSINESS OF THE DAY.

EVANETT v. GREGORY.—*Byles*, Serjt. shewed cause why a copy of writ of summons should not be set aside for irregularity. *Dowling*, contrà. *Referred to the Master.*

STEPHENS v. ROBERTS. *Peremptory undertaking.*

GRANT v. HUNT. *Referred to Shee, Serjt.*

PHILLIPS v. COLVILLE; PHILLIPS v. NAIN. *Rule absolute to try the sittings after Hilary Term, in both cases.*

VERE v. WEBB; BURLEY v. WEBB.—*Talfourd*, Serjt. shewed cause in both cases why a warrant of attorney should not be set aside. *Rule absolute without costs.*

PYM v. GRAZEBROOK. *The Court to give judgment on the record without hearing counsel.*

WASON v. RENNIE. *Rule nisi: cause to be shewn at chambers.*

MARTIN v. GRAY.—*Dowling*, Serjt. shewed cause. *Channell*, Serjt. contrà. *Rule absolute.*

GREGORY v. DUKE OF BRUNSWICK. *Cause to be shewn at chambers.*

COURT OF EXCHEQUER.

Wednesday, June 12.

DE WOLFF and ANOTHER, Assignees, v. BEVAN and ANOTHER.
Special demurrer—Duplicity.

Demurrer to replication.

Watson, Q.C. (*Denman* with him), in support of demurrer.

Crompton, contrà.

Declaration in trover.—First count on the possession of the bankrupts.

Plea to so much of the first count as relates to five puncheons of brandy:—That the defendants, before the bankrupts became possessed thereof, were possessed as warehousemen to Falk, Brothers, and that the bankrupts afterwards purchased the same from Falk, Brothers, to be paid for by the acceptance of the bankrupts, at four months after date; and, from and after the said purchase, the defendants were possessed of the said puncheons as warehousemen of the said bankrupts, and afterwards, and before the bankruptcy, the said acceptance became due, and the said bankrupts being then unable to pay the same, and being threatened with proceedings by the said Falk, Brothers, in consideration of their forbearance and of their abandoning their claim on the said acceptance, and of their accepting the said puncheons in discharge thereof, it was agreed by and between Falk, Brothers, and the bankrupts, that the bankrupts should re-transfer the puncheons to Falk, Brothers; and the defendants then had notice of and assented to such re-transfer before the bankruptcy, and before the defendants or the said Falk, Brothers, had notice of any fiat or any act of bankruptcy, and the puncheons were then re-transferred to Messrs. Falk, Brothers, and were by them accepted in satisfaction and discharge of the acceptance, and that the puncheons reverted to the said Falk, Brothers, as aforesaid; and that when applied to by the assignees, the defendant refused to deliver up said puncheons for the cause aforesaid, which is the conversion in the said first count mentioned.

Verification.

Replication.—That it was not agreed between the said persons, nor were the said brandies re-transferred, &c. or accepted in satisfaction and discharge, as in the said plea mentioned.

Conclusion to the country.

Demurrer—Assigning for special causes that the traverse was too large, and that it put in issue both the agreement and the re-delivery, each of which was a distinct and single allegation, without which the plea would have been insufficient; and that by traversing both, the plaintiff threw upon the defendant an unnecessary burden of proof, and that the replication was double, and raised two distinct issues, and contained two answers to the plea, &c.

Joinder in demurrer.

On the part of the plaintiff it was contended that, although the replication traversed two facts, yet that those facts together only made one point of defence, and that the traverse was not too large.

For the defendants it was argued that the replication was informal, for the reasons specially assigned.

By the COURT.—There are several grounds of objection taken to this replication. The first is, that it is bad for duplicity, and, if decided in favour of the defendants, it will be unnecessary to consider the others. The rule laid down by Lord Coke (Co. Litt. 126(*a*) is, that an issue must be taken on one material point, but that point need not always consist of a single fact (*Robinson* v. *Gray*, 1 Burr. 316), but must be one matter of defence (4 P. & D. 348). We have to consider in this case whether the traverse involves one matter of defence or more, and we think it includes two. It has been said, that whenever a number of facts may be put in issue by the general

traverse *de injuriâ*, the same thing may be effected by a cumulative traverse; but even if so, that does not apply here, as it is quite clear that the plea contains matter of title to the goods, and that *de injuriâ* would have been a bad traverse. The replication is bad, but the plaintiff may have leave to amend on payment of costs.

Cases cited: *Webb* v. *Weatherby* (1 Bing. N. C. 502); *Garten* v. *Robinson* (2 Dowl. N. S. 41).

Judgment for defendant.

TURNER and OTHERS, Assignees, *v.* MAYOR, ALDERMEN, AND BURGESSES OF KENDAL.

The Court will not on the last day of Term entertain a motion for an interpleader rule which involves a question of law arising upon the Act of Parliament. Semble—That where an action is brought by assignees for work and labour; and the son of the bankrupt also claims the amount, on the ground that the contract was with him, the Court will not interfere by interpleader.

Jervis, Q. C. for the claimant, and *Cardwell*, for the plaintiff, shewed cause against a rule obtained by *Cowling* on behalf of the defendants under the Interpleader Act.

The action was for work and labour done by the bankrupt for the defendants. The adverse claim was by the son of the bankrupt, who asserted that the work was ordered from, and done by him and his servants.

It was objected that the Act did not extend to cases where, as here, the defendants had made an express contract, and were bound to know with whom they had dealt.

By the COURT.—This rule should not have been moved on the last day of Term. It appears to involve a very nice question of the construction of the statute. There is no new state of things here. There is no dispute about property arising out of the bankruptcy. The defendants here have made a contract, and it ought to be peculiarly within their own knowledge with whom they contracted. They come to the Court to help them out of a situation of uncertainty into which they have put themselves. The point is one which we should have to consider fully before we could decide for the defendants. We cannot enter into such a discussion on the last day of Term.

Rule discharged.

Friday, June 7.

SMALLCOMBE *v.* OLLIVIER.

An order of the Lord Chancellor annulling a fiat has not such a retrospective effect as to render false a return of nulla bona, made by the sheriff during the existence of the fiat, to a writ of fi. fa. against the bankrupt.

Action against the sheriff for a false return.

A *fi. fa.* had issued against a person who, before the writ came to the hands of the sheriff, became a bankrupt. The sheriff returned *nulla bona*, there being at the time sufficient property in the hands of the assignees to have satisfied the execution. The fiat was subsequently annulled by an order of the Lord Chancellor. It was contended at the trial that the order took a retrospective effect, and put all parties in the same position as if no fiat had ever existed; that the fiat had become a complete nullity from the first; and that the return had become false. The learned judge who tried the case took this view, and under his direction the jury found for the plaintiff, leave being reserved to the defendant to move to enter a verdict for him if the Court should be of a different opinion. A rule was accordingly obtained by *Erle*, Q. C. last Hilary Term.

Thesiger, *Jas. Russell*, and *W. I. Alexander* afterwards shewed cause: citing 1 & 2 Wm. 4, c. 56, s. 19; 6 Geo. 4, c. 16, s. [illegible]; *Ex parte Brown* (1 Rose, 433, S. C. 1 V. & B. 66); *Bartlett* v. *Tutin* (6 Taunt. 259); *Gold* v. *Shoyer* (6 Bing. 738); *Ex parte Bower* (1 Gl. & I. 262); *Imray* v. *Magnay* (11 M. & W. 267); *Re Hartford* (1 M. D. & De Gex, 239); *Ex parte Edwards* (10 Ves. 104); *Ex parte Jackson* (8 Ves. 533); *Ex parte Boler* (Buck. 358); *Ex parte Smith, Re Heath* (Buck. 262, n.); *Ex parte Rabitter* (18 Ves. 18); *Ex parte King* (2 Ves. junr. 40); *Goold* v. *Child* (4 Mo. & P., S. C. 6 Bing.); *Lovick* v. *Crowther* (8 B. & C. 132); *Town* v. *Crowder* (2 C. & P. 335); Eden's Bankruptcy, 432.

Erle and *M. Smith*, in support of the rule, citing *Atkinson* v. *Raleigh*, *Perkin* v. *Proctor* (2 Wils. 382); *Towgood* v. *Hankey* (5 B. & C.); *Ex parte Lavender* (2 Mo. & Ayr. 1 Mon. & Ayr.) Bankrupt Law, 518, 525; Deacon's Bankrupt Law, 832; *Allen* v. *Dundas* (3 T. R. 125); *Bridges* v. —— (6 M. & Sel. 42); *Ex parte Dufresne* (1 V. & B. 54); *Ex parte Harper* (1 M. D. & De Gex, 239).

The Court took time to consider, and now delivered judgment.

By the COURT.—This was an action for a false return of *nulla bona*. It appeared that the plaintiff issued a *fi. fa.* The debtor became bankrupt before the execution. Assignees were appointed, and the sheriff returned *nulla bona*. The fiat was annulled by order of the Lord Chancellor, confirming one of the Court of Review. On the part of the plaintiff it was contended that, the fiat having been annulled, the rights of the parties must be considered as if no such fiat had ever existed. On the part of the defendant it was argued, that the order of the Chancellor had no retrospective effect. The return of the sheriff was true at that time, and must be true now, unless the operation of the *supersedeas* under the old, or of the order under the present statute, be so entirely to nullify the proceedings in point of law that we can take no notice even of their temporary existence. It must have been rendered false by the *ex post facto* order of the Lord Chancellor. The point then resolves itself into the effect of a subsequent *supersedeas* or reversal upon a return of *nulla bona* made during the existence of a commission, and after the assignment of the bankrupt's goods. For the purpose of the bankrupt law, it is necessary that those who are to administer the property should take an absolute title so as to secure purchasers. Unless there were something very positive in the statute, the Court would be extremely unwilling to say that the Chancellor's order could affect that title. The proposition of the plaintiff is certainly startling. If it is well founded, a debtor of the bankrupt who had been sued by the assignees during the existence of the commission, might, after a *supersedeas*, be called upon to pay the debt over again to the bankrupt. There are still more startling propositions resulting from this doctrine.

If the bankrupt absconds, and does not appear before the Commissioners, he is guilty of a felony which was formerly capital, and yet, what is now contended is, that the Lord Chancellor has power to convert a felony into an innocent act. Again, there are certain powers in the Commissioners to apprehend a bankrupt, and even to take away his life, if he cannot otherwise be apprehended, and yet the present argument would go to shew that by a subsequent *supersedeas*, these Acts would be deprived of their justification, would amount to grave offences, and might even subject those who had obeyed the orders of the Commissioners to the penalty of murder.

There was no power before the statute of Elizabeth in the Chancellor to undo or destroy any thing done by himself or the other great officers under the statute of Henry VIII. Wherever the writ of *supersedeas* has issued, a writ of *procedendo* may issue afterwards, which would destroy the effect of the *supersedeas*; so that the acts above mentioned would be criminal, or not, according as one or other of those writs was in force. It is no answer to say that the Lord Chancellor will take care in his discretion not to occasion these inconveniences, for this very case is an instance of the difficulties which may occur. On all these grounds we think the sheriff ought to have the verdict entered for him. We must not conceal from ourselves, that we are acting in opposition to, not, indeed, judicial decisions, but very high *dicta*, delivered under circumstances which leave no room for doubt that the learned persons delivering them entertained very strong opinions upon the subject. Certainly, the opinion of Lord Eldon was, that a *supersedeas* puts the parties in the same position as if no commission had ever existed; and that opinion was strongly expressed in the case of *Ex parte Smith*, cited in argument. Lord Hardwicke and Lord Macclesfield were of the same opinion.

It may be that the sheriff would be entitled to a verdict on other grounds. Even if the *supersedeas* were held to destroy the effect of the fiat altogether, this might be subject to an exception in the case of a sheriff, who is a public officer and entitled to protection in the exercise of his duty, but it is unnecessary to decide this. The reasons which have led us to differ from Lord Eldon are so satisfactory to our minds that we have no hesitation in acting upon them.

Rule absolute.

WHITMORE *v.* GREEN.

SAME *v.* COTTAM.

We are unavoidably compelled again to pospone our report of these cases till next week.

Wednesday, June 19.

OXLEY *v.* JAMES.

If a tenant from year to year make a lease for 34 years, and the lessee underlease for 12 years, and afterwards assign his reversion, the assignee takes a reversion which enables him to sue upon a covenant to repair.

V. Williams shewed cause against a rule obtained by Martin, Q.C. for a new trial, on the ground of improper rejection of evidence and on affidavits of surprise. Upon the first ground there was no argument, the Court intimating that they thought the learned judge's decision right. The second point arose upon the following facts. The action was by the assignee of the reversion against a lessee for twelve years, whose lease was expired, for not repairing. It appeared that many years ago A, B, and C, who were tenants of the premises in question from year to year, granted a lease of them for thirty-four years. The lessee for thirty-four years granted the present lease for twelve years, containing a covenant to repair, and afterwards assigned their reversion to the present plaintiffs.

The question was, whether there was, under these circumstances, any reversion capable of being assigned.

It was contended for the defendant that the original lessees having granted a greater interest than they themselves had, there was no reversion in them, and that their lessee took no estate out of which he could have a reversion. It was also contended that the estate of the plaintiffs, if any, was for thirty-four years, subject to be divested whenever the tenancy from year to year should terminate, and that it should have been so described in the declaration, and not as an estate for thirty-four years absolutely.

By the COURT.—This is an application for a new trial upon two grounds. Upon the first, we think the learned judge was right, and there can be no rule; on the other, if we were to grant a new trial it would be in order that substantial justice might be done to a party who we thought would otherwise be wronged. But in this case we do not think that the ground intended to be relied upon by the defendant at another trial would be sufficient. We think that where a tenant from year to year lets either to another tenant from year to year, or for a term certain, if the original tenancy continues and lasts over the term, there is a sufficient reversion. The only doubt we have had is whether the declaration as it stands is quite sufficient to enable the plaintiffs to recover; whether, in fact, the plaintiff's interest ought not to have been described as a tenancy for thirty-four years, subject to be divested on the termination of the original tenancy. But the declaration, if not quite correct, might easily be made so by amendment; and as the merits are clearly with the plaintiffs, we do not think the Court can interfere on the ground of surprise, to admit a defence not founded on substantial justice.

Cases cited: *Furniss* v. *Leicester* (Cro. Jac. 474); *Legge* v. *Hackett* (2 Salkeld); Bacon Abridg. tit. L.

Rule discharged.

MELANOTTE, Executor, *v.* TEASDALE.

An I O U containing a promise to pay interest till paid does not require a stamp.

Crowder, Q. C. and *Bramwell* shewed cause against a rule obtained by *Martin*, Q. C. for a new trial, upon the ground that the learned judge had admitted the following document without a stamp:—"I O U 45*l.* 13*s.* which I borrowed of Mrs. M. to pay 5 per cent. interest till paid. A. B."

By the COURT.—We must consider it as settled law that a document of this sort does not require a stamp. The doctrine is older than the last Stamp Act; and as the Act does not notice such instruments more strongly than any former Act, we may infer that it was not intended to charge them. There is nothing to distinguish this document from the one which was discussed in *Brooks* v. *Elkins* (2 M. & W. 74). The statement of the manner in which the debt was contracted carries it no further. The only agreement it contains is to pay 5 per cent. interest until the debt is paid. That is not necessarily, or on the face of the document, of the value of 20*l.* and, therefore, does not make an agreement-stamp necessary. What is required is not that the contract may possibly be for something above that value, but that it shall be so in its inception.

Rule discharged.

BUSINESS OF THE WEEK.

Wednesday.

PALMER *v.* BULL.—*Byles*, Serjt. shewed cause against a rule obtained by *Gunning*, to rescind an order of Alderson, B. and for leave to plead certain pleas. The plaintiff, at the suggestion of the Court, agreed to strike out one count upon the defendant giving up one of the pleas. *Rule accordingly.*

KERUD *v.* MORLEY.—*Butt* shewed cause against a rule obtained by *Wordsworth*, to discharge a prisoner out of custody. *Rule discharged with costs.*

PICKETT *v.* BUTLER.—*Crowder*, Q. C. shewed cause against a rule obtained by *Erle*, Q. C. for a new trial, upon payment of costs and other terms on the part of the defendant. *Rule discharged.*

BIGGS *v.* CADBURY.—*Watson*, Q. C.—For a new trial. *Rule refused.*

BEASLEY *v.* WARBURTON.—*V. Lee*—To change the *venue* under special circumstances.

Rule refused.

EVERARD *v.* ANKERSON. MAYER *v.* SAME.—*Tindal Atkinson* shewed cause against rules obtained by *V. Lee* in each case, for judgment as in case of a nonsuit.

Rules discharged on peremptory undertakings.

SNEESBY *v.* MOSELEY.—*Pashley* shewed cause against a rule obtained by *Robert Hall*, for judgment as in case of a nonsuit. *Rule discharged.*

FRANKLIN *v.* NEATE.—*Humfrey*—To enter a verdict for plaintiff, pursuant to leave. Case tried before Parke, B. in Middlesex. *Rule nisi.*

FOLEY *v.* ADDINBROOKE and OTHERS.—In this case the Court recommended the parties to settle or refer to an arbitrator to decide upon certain principles laid down by the Court.

RABY *v.* ALLARD.—*Watson*, Q. C.—For a new trial. *[illegible]*

PRETOR *v.* [illegible]—*Fitzherbert*—For leave to sign judgment on a *sci. fa.* for want of [illegible]. *Rule granted.*

LINDUS v. WALLIS.—*Humfrey* shewed cause against a rule obtained by *Watson*, Q. C. to set aside *distringas nuper vice-comitem* with costs.

Referred to the Master to report upon contradictory affidavits.

LIGHT v. HASWELL.—*Horn*—To set aside judgment and subsequent proceedings for irregularity.

Rule nisi to shew cause at chambers.

DICKINSON v. HARRIS.—*Mellor*—To set aside proceedings as against good faith.

Rule nisi to shew cause at chambers.

SHARP v. MILLEDGE.—*Bovill* shewed cause against a rule to set aside a *distringas* for irregularity, fifteen days not having elapsed between the teste and the return. *Rule absolute.*

This being the last day of Term, Rolfe, B. sat alone in the small court, and disposed of a number of rules, of some of which, as our reporter was necessarily occupied in the full court, we have not been able to procure a note.

Thursday.

HARDING v. CONNOP.—*Demurrer to plea.*—*Willes*, for plaintiff. *Martin*, Q. C. for defendant.

Judgment for plaintiff.

STOKES, Clerk, v. SAVAGE.—Argument concluded.

Cur. adv. vult.

REECE v. TAYLOR.—*Demurrer.*

Judgment for plaintiff.

LISTER v. CUNDITH.—This case will be reported next week.

WILLIAMS v. EVANS.—*Demurrer to replication.*

Judgment for plaintiff, no one appearing on the other side.

Friday.

WILLIAMS v. EVANS.

Leave to defendant to amend, on condition of his withdrawing demurrer and rejoining forthwith.

PARDOE v. PRICE.—*Special case.*

Argument not concluded.

SITTINGS AFTER TRINITY TERM.

Tuesday, June 18.

STOKES, Clerk, v. SAVAGE.

The Court were occupied the whole day in hearing the argument upon one side in this case, which was not brought to a conclusion when they rose. It was a special case, stating a great number of facts, from which the Court were to draw the same inferences as a jury might have done.

ERRATUM.—In the report of the case of *Allen* v. *Hopkins*, p. 186, col. 2, it is stated, "Yesterday, judgment for plaintiff." It should have been "*Rule discharged*," as, indeed, it is correctly stated in the full report of the case, which appears in p. 204.

ADMIRALTY COURT.

Friday, April 26.

THE EBENEZER.

Salvage.—The Court of Admiralty always allots a higher rate of salvage where risk of life has been incurred by the salvors.

This is a suit for salvage remuneration by eighteen boatmen (two being licensed pilots), against the schooner *Ebenezer*, for services rendered to her on the 29th of January, 1843.

It appeared from the protest, that "the schooner was, on the afternoon of the above-mentioned day, steering S. and by E., with the wind W.N.W., that her master judged the vessel to be full ten miles S. of Newhaven—that a deep fog prevailed at the time, and at a quarter past 5 P.M. the ship struck the ground. The helm was put hard aport, the peak halyards cut away, and the ship endeavoured to be weared round to the southward, but to no purpose." It was afterwards discovered that the vessel had struck on a rocky part of the beach, near the entrance of Newhaven harbour. The boatmen—at, as they allege, considerable risk to their own lives—put out their boats and went to render assistance to the schooner. Her master at first refused, but subsequently accepted their services. The salvors tried, by means of getting lines on board the ship, eventually to get her fastened by a hawser to a capstan, then to heave her off the rock and carry her to a place of safety. After some exertion, the schooner was got off the rocks; but when she had drifted off, the hawser broke, and the aid of the salvors was at an end—they could do no more. The schooner drifted by herself to a place of safety. The weather remained calm, the tide ebbed, and part of her cargo was taken out. The next day she was easily taken into Newhaven harbour. The value of the ship and cargo was 1,500*l.*; but in consequence of the delay in these proceedings, the value of the cargo was excluded from consideration, and the Court had to allot remuneration out of a property valued at 845*l.* The owners made a tender of 60*l.*, but it was refused, and the action entered at 200*l.*

Robinson and *Rayford*, for the salvors.

Addams and *Robertson*, for the owners.

LUSHINGTON, Dr.—Sixteen months having elapsed since the period of this occurrence, great doubt exists on points which, *recenti facto*, must have been perfectly clear. For instance—the state of wind, which is important as shewing the real cause of the schooner getting on shore. The owners call it W.N.W, and the salvors W.S.W. Which it was, and how the vessel got aground, I cannot decide with any certainty. If the accident is attributed to the fog alone, I do not see how she could have been run ashore where she did, supposing the wind to have been, as her owners state, W.N.W. and her course S. and by E. But either by the fog alone, or by the united operation of the fog and wind, the schooner did get on the shore near the entrance to the harbour of Newhaven, and the first question, which has been much discussed, is, what was the nature of the coast? Was it a beach, or was it a rock? The salvors, two of whom are pilots, must be well acquainted with the locality, and they positively swear that the coast at that spot is very rocky, and in this they are confirmed by the harbour-master and by other witnesses who must know. The next question, then, is, to what amount of risk were the salvors exposed by going out? It is stated that the boatmen belonging to the preventive service refused to go out in their boat, from which at least it may be safely inferred that the sea was not quite smooth; that the state of the wind and weather rendered it not a perfectly easy matter to leave the shore. So that I think there was some risk to the salvors, but it has been very much exaggerated in their affidavits. There is no doubt that the vessel was in distress, and that the master was anxious for assistance—for though he at first refused the offer of the salvors, till he had made an attempt to save the vessel, yet when that attempt failed, he gladly accepted it. As to the services actually rendered, it has been contended in the pleadings that the salvors ought to have attempted to cast anchor, but I cannot think that that imputation is well founded. It appears that after some exertions, the vessel was got off the rocks, but then the hawser broke, and the men were utterly unable to render any further assistance. The number of persons engaged in this service was eighteen—two being licensed pilots—persons of skill. The service lasted for sixteen or seventeen hours. If the case had come before me in the first instance, and I had had to adjudicate on a property of the value of 1,500*l.*, I think I should have given 100*l.*, for it has always been the rule of this Court to allot a larger rate of salvage where risk to life has been incurred; and as I have now to deal with 845*l.*, in obedience to that analogy, I shall pronounce the tender insufficient, and give the sum of 60*l.*

Thursday, May 23.

THE EARL OF AUCKLAND.

Jurisdiction of the Admiralty Court over dock companies in respect to deposits placed in their hands to answer claims for freight, under 3 & 4 Wm. 4, c. 57, s. 47—Disobedience to a monition of the Court, arising from a mistaken interpretation of an Act of Parliament, will not, on the first offence, be punished by a condemnation in costs; but one decision on the subject must be considered as notice to all the world, and after the present case, a similar indulgence will not be shewn.

An action by the holders of a bottomry-bond on ship and freight against the said ship, her tackle, apparel, and furniture, and the freight due for the transportation of the cargo therein. The usual defaults having been made, the Court, on the 12th December last, pronounced for the force and validity of the bond. The vessel had discharged her cargo in the East and West India Docks, and a sum, equal in amount to the freight claimed by the owners of the vessel to be due thereon, had been deposited in the hands of the secretary of the dock company, under the provisions of the 3 & 4 Wm. 4, c. 57, s. 47, which enacts "that all goods or merchandize which shall be landed in docks, and lodged in the custody of the proprietors of the said docks, under the provisions of this Act, not being goods forfeited to his Majesty, shall, when so landed, continue to be subject or liable to such and the same claim for freight in favour of the master and owner or owners of the respective ships or vessels, or of any other person or persons interested in the freight of the same, from or out of which such goods or merchandize shall be so landed, as such goods, wares, or merchandize respectively were subject and liable to whilst the same were on board such ships or vessels, and before the landing thereof; and the directors and proprietors of any such docks at or in which any such goods or merchandize may be landed and lodged as aforesaid, or their servants or agents, or any of them, shall and may, and they are hereby authorized, empowered, and required, upon due notice in that behalf given to them by such master or masters, owner or owners, or other persons as aforesaid, to detain and keep such goods and merchandize not being seized as forfeited to his Majesty, in the warehouses belonging to the said docks, as aforesaid, until the respective freights to which the same shall be subject and liable, as aforesaid, shall be duly paid or satisfied, together with the rates and charges to which the same shall have been subject and liable, or until a deposit shall have been made by the owner or owners, or consignee or consignees, of such goods or merchandize, equal in amount to the claim or demand made by the master, owner, or owners of the respective ships or vessels, or other persons, as aforesaid, for or on account of freight upon such goods or merchandize; which deposit the said directors or proprietors of such docks, or their agents respectively, are hereby authorized and directed to receive and hold in trust until the claim or demand for freight upon such goods shall have been satisfied, upon proof of which, and demand made by the person or persons, their executors, administrators, or assigns, by whom the said deposits shall have been made, and the rates and charges due upon the said goods being first paid, the said deposit shall be returned to him or them by the said directors, or proprietors, or their agents on their behalf, with whom the said deposit shall have been made as aforesaid." A monition issued from this court, directed to the secretary of the dock company, calling on the company to bring the sum deposited in respect of freight into the registry of this court. The secretary of the company appeared, and his proctor prayed to be heard on his petition against the enforcement of this monition. Permission having been granted, the proctor for the company gave in his act on petition, stating the above-recited section of the 3 & 4 Wm. 4, and further stating, that the company held the moneys deposited with their secretary as trustees or agents of the depositors, and had received no order from them to pay them over to the shipowners, and submitting that the company was not justified in parting with such moneys without such order or direction. In answer, it was submitted, by the proctor of the bondholder, that the sum deposited constituted freight, and not merely a deposit for freight; that even if the same were a deposit, it represented the freight and was liable to the jurisdiction of this court. The dock company subsequently paid the sum into court, and the petition was set down on the question of costs.

Jenner, for the dock company, stated, that the money having been paid in, he could not argue the question arising upon the construction of the statute. He submitted, that the company were the trustees or agents of the depositors, and could not, under the terms of the Act of Parliament, part with the deposit unless by their authority, as the Acts of Parliament expressly directed the depositors to retain the sum in their hands. The question was one of doubt, upon which no decision had yet been made.

Dr. LUSHINGTON.—I do not wish it to go forth that I entertain any doubt upon the question.

Jenner.—The company were advised that they could not safely part with the deposit.

Dr. LUSHINGTON.—There was no order of this court. The money would remain secured in this court.

Addams, for the bondholder, submitted that the company, in obeying the monition, acknowledged that they had no legal grounds for withholding the money in the first instance; he therefore prayed the Court to condemn them in costs.

Dr. LUSHINGTON.—I am not called upon on the present occasion to decide the important question originally raised in this act on petition, on behalf of the East and West India Dock Company; that question is this: When goods upon which freight is claimed are in their hands, are they bound to deliver them up upon payment of certain sums, in the nature of a deposit, which deposit is to bear an amount equivalent to the freight claimed to be due upon the goods? The dock company being in possession of such deposit, have declined to obey the monition of this Court, calling upon them to bring it into the registry. The question was raised in an act on petition, but subsequently the sum retained has been paid into court, to answer the demand of the legal holder of this bottomry-bond. I certainly think, that, when a question of law has been raised, but not argued, it is not prudent to enter it; I shall therefore confine my judgment to the question of costs, the only question now before me. Where freight is improperly withheld, that is without sufficient legal cause, by any party against whom a monition of this Court has issued, requiring him to bring it in to answer a legal demand, of course the Court would be inclined to condemn that party in the costs occasioned by that illegal detention; but where a question of reasonable doubt arises as to whether the party against whom the monition has issued had good and justifiable ground for withholding obedience to it, the Court would not be disposed to visit him with the penalty of costs, more especially if at the time he believed himself to be acting in obedience to an Act of Parliament. Upon the present occasion, therefore, I shall not give costs on either side; but if on any future occasion this question shall be litigated, I wish it to be distinctly understood, that I shall give costs against the party failing. Ample notice has now been given to all interested in these matters, and although proper indulgence should always be shewn to parties hesitating, for fear of disobeying an Act of Parliament, yet, after the subject has been once mooted, they must no longer expect

that indulgence. I shall dismiss the party without making any order as to costs.

Bankrupt and Insolvent Courts.

COUNTRY COMMISSIONERS' COURTS.

BRISTOL DISTRICT BANKRUPTCY COURT.

(Before Mr. Commissioner STEVENSON.)

Monday, June 17.

Re RIDLER, an Insolvent, *ex parte* BLACKWELL.

Practice—Summoning debtors—Witnesses' expenses—Rescinding final order.

Assignees have power to summon debtors to an insolvent's estate, under 5 & 6 Vict. c. 116, without paying their expenses as witnesses.

The Court has no power to order the assignees to pay the expenses of parties so summoned.

A Mr. Blackwell, who had been summoned to attend the Court, to be examined as to a debt entered in the insolvent's schedule as due from Blackwell to the insolvent, appeared to-day, and on being examined, proved that, instead of being a debtor, he was a creditor of the insolvent to a large amount, and that he had received no notice of the petition until after the insolvent had obtained his final order. It also appeared, that if Blackwell's real debt had been inserted, the insolvent's debts in the schedule would have amounted to more than 300*l.* and his petition would have been dismissed. Mr. Blackwell had been put to the expense of coming from Stroud, with his solicitor, to prove that he was not a debtor to the insolvent.

Homes, who appeared on behalf of Mr. Blackwell, then asked for Mr. Blackwell's expenses.

His HONOUR.—Why was he summoned?

Mr. Miller, the official assignee, stated that he had applied to Mr. Blackwell for payment of the debt entered in the schedule, and that, receiving no answer, he had sent the summons.

Paris, of Stroud, proved that, in reply to the demand, he had, as Blackwell's attorney, written to the official assignee denying the alleged debt and claiming the debt really due from the insolvent.

The official assignee said that letter was not received, but Mr. Paris should also have sent the particulars of Mr. Blackwell's claim.

Homes then strongly urged his Honour to order the witness's expenses to be paid out of the estate.

His HONOUR.—Mr. Blackwell has been brought here by the fraud of the insolvent, who inserted his name as a debtor instead of a creditor. I should be glad to give the order for Mr. Blackwell's expenses, but can it be shewn that I have any authority to do so?

Homes submitted that the commissioner had the same powers with respect to persons summoned and examined before him in insolvency cases, as he had when sitting in bankruptcy.

His HONOUR.—The same powers of commitment (see sec. 6), but not of ordering payment of the expenses of parties summoned.

Homes then gave notice of Blackwell's intention to move, under the 12th section of the Act, to rescind in part the final order.

THE LEGISLATOR.

Summary.

THE Ministerial crisis has engrossed attention within the walls of Parliament, and no measure of interest to our readers has made any progress. It is probable that all the projected Law Reforms will perish for this session.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

SESSIONAL PRINTED PAPERS.

Par. Num.

331. Houses of Parliament (Progress of the Building); Lords' Report and Evidence of Session 1843.
355. Gold Coin and Bullion; Bank of England—Returns.
316. Property Tax, &c.—Return.
319. Railways; Fifth Report and Evidence.
365. Kingstown Harbour—Copies of Correspondence, &c.
357. Dublin Jury Lists, &c.—Return.
382. Bills—Copyholds' Enfranchisement.
383. — Canal Companies.
384. — Night Poaching Prevention, with the Amendments made by the Lords.

Poor Law Inquiry, Scotland—Appendix, Part 3.

352. Literary and Scientific Institutions—Return.
366. Wool—Account.
372. Lighthouses, Ireland—Account.
377. State Trial, Ireland—Returns.

Public General Acts—Cap. 15, 16, 17, 18, 19, 20, and 21.

360. Bill—Savings Banks, amended by the Committee and on re-commitment.
363. Hibernian Military School—Return.
369. Woods and Forests, Ireland—Return.
380. Bill—Linen, &c. Manufactures, Ireland.
384. Matrimonial Suits—Abstract of Returns.
374. Bill—Smoke Prohibition, amended.

School of Design—Third Report of the Council.

BILLS READ A FIRST TIME.

Friday, June 14.

Copyholds' Enfranchisement.
Canal Companies.

Monday, June 17.

Linen Manufactures, Ireland.

Thursday, June 20.

Railways.
Parishes, Scotland.
Education.

BILLS READ A SECOND TIME.

Thursday, June 20.

Canal Companies.
Linen, &c. Manufactures, Ireland.

BILLS READ A THIRD TIME AND PASSED.

Monday, June 17.

Limitations of Actions, Ireland.

Thursday, June 20.

Court of Chancery, County Palatine of Lancaster.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Friday, June 14.

Great Southern and Western Railway, Ireland.

Thursday, June 20.

London and Croydon Railway.

BILLS READ A SECOND TIME.

Monday, June 17.

Market Harborough and Coventry Road.

Wednesday, June 19.

Earl of Guilford's Estate.
Copyholds' Enfranchisement.

BILLS READ A THIRD TIME.

Friday, June 14.

Manchester Stipendiary Magistrates.
Canterbury Pavement.
Delabole and Roch Railway.

Wednesday, June 19.

Rigby's Estate.
Wells Harbour and Quay

Bills in Progress.

THE NIGHT POACHING PREVENTION BILL.

This Bill, intituled "An Act to extend an Act of the 9th year of King Geo. 4, for the more effectual Prevention of Persons going Armed by Night for the Destruction of Game," has been reprinted with the amendments made by the House of Lords. The Bill was originally prepared and brought into the House of Commons by Mr. Wallace, Mr. Henry Berkeley, and Lord Worsley. It, at present, contains only two clauses; the first, as amended by the Upper House, enacts, that, after the passing of this Act, all the pains and forfeitures imposed by the said Act (9th Geo. 4, c. 69) upon persons by night, unlawfully taking or destroying any game or rabbits in any land, open or inclosed, as therein set forth, shall be applicable to and imposed upon any person unlawfully taking or destroying any game or rabbits on any public road, highway, or path, or the sides thereof, or at the opening, outlets, or gates from any such land into any such public road, highway, or path, in the like manner as upon any such land, open or inclosed; and it shall be lawful "for the owner or occupier of any land adjoining either side of that part of such road, highway, or path where the offender shall be, and the gamekeeper or servant of such owner or occupier, and any person assisting such gamekeeper or servant, and" for all the persons authorized by the said Act to apprehend any offender against the provisions thereof, to seize and apprehend any person offending against the said Act or this Act; and the said Act, and all the powers, provisions, authorities, and jurisdictions therein, or thereby contained or given, shall be as applicable for carrying this Act into execution as if the same had been herein specially set forth. The words which we have printed between inverted commas were inserted in the clause by the committee of the House of Peers.

HOUSE OF LORDS.

THE CIRCUITS.

MONDAY, JUNE 17.—The Earl of WICKLOW wished to ask the noble and learned lord on the woolsack a question as to a statement which he had seen in the public papers, namely, that the circuits throughout the country had been postponed, in consequence of the writ of error in the case of O'Connell having come before that House. He could not believe it possible that the criminal justice of the country should be postponed on that account, and above all when it was possible that numbers of persons might be then in prison waiting for trial for offences of which they were not guilty. He could not believe that the noble and learned lord would sanction such a proceeding; he hoped, therefore, that a contradiction would be given to so gross a statement.—The LORD CHANCELLOR could only say that, if such a statement had appeared in the public papers, there was no foundation whatever for it.

PARLIAMENTARY RETURNS.

STATE TRIALS (IRELAND).—Mr. Thomas Slingsby Duncombe, the member for Finsbury, has obtained returns of all moneys paid, or due, to Mr. Hodges, or any other short-hand writer or writers, for notes taken of the proceedings in the Court of Queen's Bench, Dublin, previously to, and during, or since, the trial of *The Queen* v. *O'Connell and Others*, &c." It hence appears, that Mr. Hodges, whose stenographic services were called into requisition by the Messrs. Gurney, received up to the 7th inst. in part payment of his account for attendance in Ireland, and for the transcript of proceedings, &c. the sum of 670*l.* Messrs. Gurney's account for the attendance, up to the date of the order of the House of Commons (May 16), of the short-hand writer in the said Court of Queen's Bench, to report the proceedings previously to, during, and since, the trial of the O'Connell conspirators, and for such transcripts of those proceedings as have as yet been delivered, amounts to 873*l.* 12s. 10d. The transcript is not yet entirely completed. A charge of 142*l.* has been made for an assistant to Mr. Hodges in transcribing the proceedings in the Court of Queen's Bench, Dublin, but it has not yet been paid. Messrs. Gurney's account for the attendance of Mr. Hodges at the "Conciliation-hall," and for the transcript of proceedings there, was, up to the said 16th of May, 401*l.* 3s.

REVISING BARRISTERS.

RETURN TO AN ADDRESS OF THE HONOURABLE THE HOUSE OF COMMONS, dated March 8, 1844, for

Return of Appeals from the Courts of the Revising Barristers to the Court of Common Pleas, pursuant to Act 6 & 7 Vict. c. 18.

I.—*Counties.*

(1.) Name of county or division of county; place where the court of revision was held; name of several appellants and respondents; decision of court of appeal, whether for appellant or respondent (the several cases to have each a number attached, for the purpose of reference).

(2.) A general statement of the point of the appeal in each case, and of the decision of the Court on each such point, the cases being classified according to their subject-matter or point (that is, if the same subject-matter or point forms the subject of appeal in several different cases, these cases are to be classed together and referred to according to the numbers they bear in the foregoing list).

II.—*Cities and Boroughs.*

(1) Same as I. (1), *mutatis mutandis.*

(2) Same as I. (2), *mutatis mutandis.*

III.—*Returns of all orders made by the Court of Common Pleas respecting the payment of the costs of any appeals, or of any part of such costs; and the amount of the costs of any appeal, so far as the same can be made out.*

I. COUNTIES.

(1.)—Name of county or division of county; place where the court of revision was held; names of several appellants and respondents; decision of court of appeal, whether for appellant or respondent.

Name of County or Division of County.	Place where the Court of Revision was held.	Names of the several Appellants and Respondents.	Decision of Court of Appeal.
Northern Division of the County of Warwick.	Birmingham	John Webb, Appellant, *v.* The Overseers of the Poor of the Parish of Aston juxta Birmingham, and the Overseers of the Poor of the Parish of Birmingham (comprising sixteen persons), Respondents. The claims of five other parties depended on the same question, and were consolidated with this case.	For the Respondents.

(2.)—*General Statement as to Counties.*

The question raised upon this appeal (which was the only appeal against any decision which related to the right of voting for a county), was this, whether William Hickman, the lessee of several houses, for the residue of a term originally created for a period of not less than sixty years, all which houses were locally situated within a borough, and let to [illegible], is entitled to vote for the county, notwithstanding one of those houses is of the value of 10*l.* per annum, and therefore sufficient to confer a vote for the [illegible] but the remaining houses being [illegible] annual value than 10*l.* each, but [illegible] the aggregate, of a greater annual value.

The Court of Appeal decided in favour of the respondents, and held that William Hickman's name was to be retained upon the list for the county, notwithstanding his tenant's right to vote for the borough in respect of the only house therein of the annual value of 10*l.*; upon the principle, that the right of voting for the county is expressly conferred upon the lessee in respect of such his term, by the 20th section of the statute 2 Wm. 4, c. 45, and that such right of voting in respect of his term is not taken away by the 25th section; for that he still has the same term in the other houses vested in him, which are of a sufficient annual value to confer the right of voting for the county.

II. CITIES AND BOROUGHS.

(1.)—Name of the city or borough where the court of revision was held; names of several appellants and respondents; decision of court of appeal, whether for appellant or respondent.

Name of City or Borough.	Place where the Court of Revision was held	Names of the several Appellants and Respondents.	Decision of Court of Appeal.
1. Borough of Stockport.	Stockport.	John Wright, Appellant, *v.* Town Clerk of Borough of Stockport, Respondent	For the Respondent.
2. Borough of Wenlock.	Wenlock.	Thomas Charlton Whitmore, Appellant, *v.* Humphrey Hinton, Town Clerk of Wenlock, Respondent. (With this one other case is consolidated.)	For the Aplant.
3. Borough of Ludlow.	Ludlow.	Benjamin Russell, Appellant, *v.* William Downes, Respondent.	For the Aplant.
4. Borough of Bridgnorth.	Bridgnorth.	Edmund Turner Bowen and seven others, Appellants, *v.* Matthew Haywood Williams, Respondent.	For the Appellants
5. Borough of Bradford.	Bradford.	William Allan and 28 others, Appellants, *v.* Robert Waterhouse, Respondent.	For the Respondent.
6. Borough of Chatham.	Chatham.	William Hughes, Appellant, *v.* The Overseers of the Parish of Chatham, Respondents. (In the case of J. Burton and seven others.)	For the Respondents.
7. Same.	Same.	Same Appellant *v.* same Respondents. (In the case of Charles Alexander Parker and six others.)	For the Respondents.
8. Same.	Same.	Same Appellant *v.* same Respondents. (In the case of William Brook and two others.)	For the Respondents
9. Same.	Same.	Same Appellant *v.* same Respondents (In the case of Thomas Smith and two others.)	For the Respondents.
10. Borough of Greenwich.	Greenwich.	Sir Richard Dobson, Appellant, *v.* William Jones, gent., one, &c. Respondent.	For the Respondent.
11. City of Bristol.	Bristol.	William Tudball, Appellant, *v.* The Town Clerk of the City of Bristol, Respondent. (In the case of John Jenkins, with the cases of 52 other claimants consolidated.)	For the Respondent.
12. Borough of Lewes.	Lewes.	Alfd. Playsted Bartlett, Appellant, *v.* John Gibbs, Respondent.	For the Respondent.

(2.)—*General Statement as to Cities and Boroughs.*

The cases No. 1 to No. 4, both inclusive, relate to the legal construction of the word "building," in the 27th section of the statute 2 Wm. 4, c. 45.

In the case No. 1, the case of the Borough of Stockport, the question was, whether rooms let out in a factory to different tenants for the purpose of cotton-spinning, for each of which an annual rent of 10*l.* or upwards was paid, in which rooms each tenant had his own machines for spinning, the machines being worked under the contract with the occupier by a power supplied by a steam-engine belonging to the landlord, and worked at his expense, and with his main gearing to communicate the power to the machines, were buildings within the meaning of the Act, so as to confer the right of voting for the borough on each respective occupier of such rooms, every such occupier having the exclusive use of his own room. The Court of Appeal held each of these rooms to be a building within the meaning of the statute, and that the occupation was sufficiently exclusive, notwithstanding the landlord's engagement to supply the steam-power communicating with each room.

In this case, also, a further question arose, whether such occupiers were duly rated in respect of the premises they occupied; upon which question the Court of Appeal held, that although there were objections to the form of the rate, which might possibly be sustainable against it upon an appeal, yet as the name of the occupier appeared upon the rate, the premises for which he was rated, the rateable value thereof, and the amount of the rate, it was sufficiently within the intention of the legislature for the purposes of this Act.

A further question also arose in this case, namely, whether the payment of the rate by the landlord, under an agreement with the tenant for that purpose, was a payment by the tenant within the meaning of the 27th section of the Act before referred to; upon which latter point the Court determined that the question did not properly arise in this case; for that upon the face of this rate the landlords who held part of the premises in their own occupation, and all the tenants, were rated as joint occupiers, and the whole rate was paid by the landlords, two of the parties rated; and that a payment made of the whole rate by some of the parties whose names appear on the rate must be a good payment for the whole.

In No. 2, the case of the borough of Wenlock, the question was, whether a coach-house or stable, substantially built of stone, the roof of which was tiled, having a door with a lock and key, and suitable for the purpose for which it was erected and used, and convenient for the occupation of the claimant's land, was comprised within the meaning of the words "other building," in the 27th section of the same Act. The Court held it to fall within that general description, on the ground that the Act, by its enumeration of particular buildings therein described, intended at all events, to comprehend every building used for the purpose of dwelling, or trade, or business, of which agriculture formed one description.

In No. 3, the case of the borough of Ludlow, and in No. 4, the case of the borough of Bridgnorth, the questions were substantially, and almost precisely, the same as that in No. 2, and the decision of the Court was accordingly for the respective appellants.

In No. 5, the case of the borough of Bradford, the question was, whether sufficient proof was given before the revising barrister of the transmission of the notice of objections to the claimant, under the provisions of the 100th section of the statute 6 Vict. c. 18. The notice was delivered to the postmaster's managing clerk, instead of the postmaster himself, who was proved to be absent from Bradford at the time of the delivery of the notice, and the duties required by the statute were performed by the managing clerk, not by the postmaster.

The Court of Appeal, upon this state of facts, held, the requisites of the statute had been substantially complied with; considering the acts required to be done by the postmaster to be ministerial acts only, not judicial; that the difficulty thrown upon the party who gives the notice would be insurmountable, if the opposite construction were put on the Act, as he might not know the postmaster personally, nor be prepared with any evidence to meet such an objection; and, lastly, adverting to the circumstance that in populous places it would be utterly impossible to comply in due time with the directions of the statute, if the postmaster might not avail himself of the assistance of his clerks or servants at his office, acting under his orders and by his control. The Court, therefore, held the notice of objections good, and decided in favour of the respondents.

The cases, No. 6 to No. 10, both inclusive, all involved the same questions, namely, first, whether officers, occupying houses of a greater annual value than 10*l.* in the dockyards and other public establishments of the government, were entitled to vote for the boroughs within which they were situated, by reason of such occupation? And, secondly, whether the payment of the poor-rate at which they were assessed by the Government, and not by the officers themselves, disqualified them from voting?

The case, No. 6, was that of the master ropemaker in the dockyard at Chatham; No. 7, that of the lieutenant quartermaster of marines at Chatham; No. 8, that of the clerk of the works in the engine department at Chatham; No. 9, that of the barrack-master to Chatham barracks; and No. 10, that of the surgeon to Greenwich Hospital.

In all these cases the question was, whether there was an occupation by the respective parties as tenants; for unless there was an occupation under such circumstances as created the relation of landlord and tenant, the occupier had no vote conferred upon him by the 27th section of the statute 2 Wm. 4, c. 45. The claimants contended that their occupation was that of a tenant; the contention on the part of the objector in each case was, that the occupation was not that of a tenant under a landlord, but that of a servant under a master or employer; as that of a coachman in a room over a stable, that of a park-keeper in a lodge, or the like.

The Court of Appeal laid down this distinction with respect to the class of cases now under consideration, that where it appeared upon the facts brought before the revising barrister, that the officers or servants employed by the Government were permitted to occupy houses belonging to the Government, as part remuneration for the services to be performed by them, such an occupation might properly be considered as that of a tenant; but that where a particular house was appropriated to an officer or servant as his residence, not with a view to his remuneration or benefit, but for the interest of his employer, and for the more effectual performance of the services required from him—where, in other words, he was not simply permitted, but required to occupy the house, there could not be such occupation as that of a tenant.

And applying this distinction to the facts stated by the revising barrister in the respective cases, the Court held all the servants or officers at Chatham occupied as tenants, but that the surgeon in the Greenwich case did not occupy as tenant, and decided the respective appeals accordingly.

As to the second point raised in those cases, upon the effect of payment of the poor-rate by the Government, instead of by the officers themselves, the Court of Appeal held, in the first four cases, in which alone it became necessary to decide the question, that such payment did not operate as a disqualification of the voter; considering the rate as indirectly, but virtually, paid by the officers, who were severally assessed to and liable for the rate.

Upon the case No. 11, that of the city of Bristol, the point raised was, whether the party who objected to the name of a voter being retained in the list of freemen, had properly described himself in his notice of objection. He had described himself as being "on the list of voters for the parish of Clifton." His name was not upon either the householders' or freeholders' list of voters for the parish of Clifton, but was "in the alphabetical list of the freemen of the city of Bristol." The Court held this to be a misdescription, and that the notice of objection was insufficient.

In the case No. 12, that of the borough of Lewes, the question was, whether a claimant, whose qualification consisted of the occupation of two different houses within the borough, in immediate succession, was bound, under the 2 Wm. 4, c. 45, s. 27, to state in his claim the description of the two houses, or whether it was sufficient to state only the description of the house which he last occupied; and the Court held he was bound to state the description of both, as the occupation of the two houses in succession constituted his qualification to vote: and further, that this was not such a misdescription as the revising barrister could amend under 6 Vict. c. 18, s. 40.

III.—*Returns of all Orders made by the Court of Common Pleas respecting the Payment of the Costs of any Appeals, or of any part of such Costs; and the Amount of the Costs of any Appeal, so far as the same can be made out.*

The Court of Common Pleas have not made any orders respecting the payment of the costs of any of the appeals which have been brought before them, having acted on the principle, that where the subject-matter of the appeal presented a fair and reasonable ground of doubt as to the legal construction of the statute, and the propriety of the determination of the revising barrister, it was not in the intention of the Legislature that costs should be awarded against the unsuccessful party; and as it appeared to them that all the cases of appeal which have hitherto been brought before them fell within that description, the amount, therefore, of the costs incurred cannot be ascertained by the officers of the Court.

N. C. TINDAL,
Lord Chief Justice of Her Majesty's Court of Common Pleas at Westminster.

THE MAGISTRATE.

Summary.

NOTHING has occurred requiring special notice. Our usual summary of the decisions of the two last Terms is in preparation, and will shortly appear.

THE LAWYER.

Summary.

THE issue of the new scale of costs given below is the one legal event of the week. To make room for that, and a long arrear of reports, we must abbreviate all other matters. The summary of the decisions of the two last Terms waits only for the conclusion of the judgments on the 7th July.

LEGAL INTELLIGENCE.

THE NEW SCALE OF COSTS IN ACTIONS UNDER 20*l.*

Directions to the taxing officers, in lieu of the directions of Hilary vacation, 4 Wm. 4, 1834, so far as relate to the Scale of Costs in cases where the sum recovered, &c. does not exceed 20l.

That in all actions of *assumpsit*, debt, or covenant, where the sum recovered or paid into court and accepted by the plaintiff in satisfaction of his demand, or agreed to be paid on the settlement of the action, shall not exceed 20*l.* without costs, the costs both of the plaintiff and defendant, and as well between attorney and client as party and party, except as hereinafter excepted, shall be taxed according to the reduced scale hereunto annexed.

Provided that, in case of trial before a judge in one of the superior courts or judge of assize, if the judge shall certify on the *postea* that the cause was proper to be tried before him and not before a sheriff or judge of an inferior court, the costs shall be taxed upon the *usual scale.*

Where, in like actions, the sum indorsed on the summons shall be more than 20*l.* but the plaintiff fails to recover more than that sum, and the judge does not certify as aforesaid, the plaintiff's costs, as well between party and party, and also between attorney and client, shall be taxed as upon a writ of trial before a judge of a Court of Record, where attorneys are not allowed to act as advocates as hereinafter provided for; but the defendant's costs, if any, are to be taxed upon the usual scale.

Provided also, that in cases triable before the sheriff or judge of an inferior court, where the judge shall refuse to make an order for such trial, the judge shall, if he shall think fit, direct, at the time of such refusal, on what scale the costs of each party shall be taxed; and, in default of such direction, the costs of both parties shall be taxed on the usual scale.

GENERAL ALLOWANCE FOR PLAINTIFFS AND DEFENDANTS,

As well between attorney and client as between party and party, in actions not exceeding 20l.

	£	s.	d.
Writing letter, where letters are usually allowed	0	2	0
Instructions to sue, defend, or to draw pleadings or special affidavits, where instructions are usually allowed	0	3	4
Writ of summons	0	12	6
Alias	0	10	0
Pluries	0	10	0
Indorsing costs on writs	0	2	0
Service of writ of summons, alias, or pluries	0	5	0
Extra service at 6d. per mile, if served out of the town in which the attorney resides, not exceeding	0	5	0
Affidavit of service, including oath	0	5	0
If writ sent to a correspondent writing him with writ and instructions, and his writing in reply, 2s. each	0	4	0
Paid correspondent's charges extra for mileage, 6d. per mile, as before, not exceeding 5s.	0	5	0
Drawing and ingrossing special affidavits, per folio	0	1	0
Nothing for attending to be sworn.			
Searches, such as for appearance, declaration when filed, and rule to plead	0	3	4
Attending to procure duplicate of order, office copy of any rule or affidavit, writ, judgment, or other document when necessary	0	3	4
Entering appearance for defendant, or sec. stat.	0	6	0
Drawing pleadings, per folio	0	1	0
Ingrossing, per folio	0	0	4
Close copy, when country agency, per folio	0	0	4
Fee to counsel or pleader, when special			
Attending him	0	3	4
No advising on evidence as between party and party, but to be allowed as between attorney and client when necessary			
Drawing special notices to admit or produce copy and service	0	5	0
Copy for judge	0	2	0
Extra for service, if necessarily served at a distance, or sent to a correspondent, the same as for serving writs			
Copy notice sent, served by adverse party, if agency	0	2	0
Notice of declaration, copy and service	0	5	0
Short particulars to accompany	0	2	6
If notice served at a distance, or sent to a correspondent, the same as for serving writs, &c.			
Drawing long particulars and fair copy, exceeding three folios, at per folio	0	0	4
Rule to plead	0	1	6
Rule to reply, rejoin, &c. copy and service	0	4	0
Demanding pleadings, residence of plaintiff, authority for issuing writ and other common notices, copy and service	0	3	0
Copy and service of summonses	0	3	0
Attending summons, or giving consent	0	3	4
Copy and service of orders usually served	0	3	0
When costs taxed under an order or rule, attending to get an appointment thereon	0	3	4
Copy and service of rules	0	4	0
Paying money into court	0	3	4
Taking it out	0	6	8
Replication, accepting money in full demand	0	3	0
Close copy, agency	0	1	0
Similiter, by replication, or rejoinder, or the like, where a separate pleading, and not made up with the issue	0	3	0
Nothing for close copy.			
Drawing interlocutory or final judgment	0	3	4
Attending to sign	0	3	4
Ingrossing proceedings on paper, per folio	0	0	4
Entering on roll, per folio	0	0	4
Plea of general issue	0	3	0
Close copy, agency	0	1	0
Close copy of common rules	0	1	0
Ditto of orders ditto	0	1	0
Ditto of special rules or orders, per folio	0	0	4
Drawing abstract of pleas and fair copy, and copy for judge	0	3	0
No close copy			
Drawing issue, of whatever length	0	3	4
Attending to pay pleading fee	0	3	4
Notice of trial, or inquiry	0	3	0
No close copy			
If served on defendant, or at a distance, or sent to a correspondent, to be served the same as serving writ, &c.			
Ingrossing writ of trial or inquiry, per folio	0	0	4
Fee thereon, but no fee on drawing	0	3	4
Copy particulars to annex, if short	0	1	0
If more than three folios, per folio	0	0	4
Subpœna	0	6	0
Copy and service	0	3	0
Subpœna *duces tecum*	0	7	0
Copy and service	0	4	0
If either served at a distance, or sent to a correspondent to serve same, extra as serving writ			
Minutes of evidence, or instructions for brief	0	13	4
Drawing brief and one fair copy where cause tried before a judge of a Court of Record, where attorneys are not allowed to act as advocates, not exceeding	2	0	0
Paid fee to counsel (one guinea), and clerk	1	3	6
Attending him	0	3	4
Attending to enter cause for trial	0	3	4
Attending court on writ of trial or inquiry in same town	0	13	4
Attending court when cause did not come on, each day	0	6	8
When necessary, attending for and altering writ of trial or inquiry, and attending to relodge same	0	3	4
Altering and resealing subpœnas, whether one or more besides what is paid	0	3	4
Re-serving same when done and necessary, if at a distance, or sent to a correspondent as before			
If the attorney attending a writ of trial has to go a distance, mileage 1s. one way			
Attorney attending trial at a distance one guinea per day as long as necessarily detained in going to, attending, and returning from the trial, if no other business; or, if other business, in the whole not to exceed two guineas a day			
If more than one cause, mileage to be apportioned; if more than two other causes, no mileage			
Attending for special rules, when not made upon motion in court	0	3	4
Affidavit of increase, including oaths	0	5	0
Copy for the opposing party	0	2	0
Bill of costs and copy, at 8d. per folio, not to exceed	0	4	0
Copy for the opposing party, 4d. per folio, not exceeding	0	4	0
Notice of taxing	0	3	0
Attending taxing	0	3	4
If long, in Master's discretion	0	6	8
Instructions to counsel on common motions	0	3	4
Attending court on motion, rule *nisi* granted, and attending to draw up rule	0	6	8
Attending court each day on special motions or argument, not exceeding 20s. a Term	0	3	4
Ditto when heard	0	6	8
Attending to settle and drawing and fair copy cognovit, and getting same signed	0	10	0
Copy for agent to keep	0	2	0
Attending filing, when filed under the statute	0	3	4
Attending stamping when done and necessary	0	3	4
Attending judges with pleadings, demurrers, book, special case, &c. one fee	0	3	4
Attending searching, if copy delivered to the other judges, one fee	0	3	4
Term fee in town	0	10	0
Country	0	12	0
Letters when no Term fee, town	0	2	0
Ditto country	0	4	0

N.B. When proceedings commenced in vacation and continued to following Term, or commenced in Term and continued in the following vacation, only one Term fee in respect thereof, and no additional charges for letters.

COSTS ON WRIT OF DISTRINGAS.

	£	s.	d.
Attending at defendant's house to make appointment	0	3	4
Attending appointment, and copy and service of writ	0	5	0
If appointment and service at a distance, or writ sent to a correspondent, the same for mileage and correspondence, &c. as upon the service of writs			
Searching for appearance	0	3	4
Drawing and ingrossing affidavit to ground *distringas*, per folio	0	1	0
No instructions or attending to be sworn.			
Paid oath			
Affidavit of no appearance being entered and oath	0	5	[illegible]
This to be allowed when it cannot be incorporated in the special affidavit.			
Attending the judge for order for *distringas*	0	3	4
Paid for same	0	3	0
Writ of *distringas*	0	12	6
Attending for warrant	0	3	4
Copy, writ and notice for defendant	0	2	0
The like for sheriff	0	2	0
Paid for warrant, as usual			
Instructing sheriff's officer	0	3	4
Paid officer as per scale of sheriff's fees			
Attending for order to retun writ	0	3	4
Paid for same	0	2	0
Copy and service and paid sheriff therewith	0	4	[illegible]
Short copy of writ and return	0	1	0
Paid for return	0	2	0
Attending for return and to file same, when sheriff not ruled or ordered to return it	0	3	4
Drawing and ingrossing affidavit of officer, *nulla bona* and oath	0	5	0
No instructions, or attending to be sworn.			
Searching again for appearance	0	3	4
Affidavit of no appearance and oath	0	5	0
Attending judge for order for leave to enter appearance	0	3	4
Paid for the order, and filing affidavit, if writ obtained	0	3	0

IN TERM TIME, ADDITIONAL.

	£	s.	d.
Briefing affidavit for counsel, per folio	0	0	4
Instructing counsel	0	3	4
Fee to counsel	0	10	6
Attending him and Court, and to draw up rule	0	3	4
Paid for the rule, and filing affidavit	0	5	0
The like charges on obtaining rule for leave to enter an appearance for defendant			

BILL OF COSTS UPON WRIT OF SUMMONS.

Where debt and costs paid within the four days, or upon a judge's order, when time given for payment.

	£	s.	d.
Letter before action, if sent	0	2	0
Instructions to sue	0	3	4
Writ of summons	0	12	6
Bill of costs to indorse	0	2	0
Copy and service	0	5	0
If served at a distance, or sent to a correspondent (same as on service of writs, *ante*)			
Attending settling	0	3	4
Letters, as before			

IF TIME GIVEN.

	£	s.	d.
Attending defendant on his applying for time to pay debt and costs, and attending on plaintiff, and getting his consent, and agreeing on terms, &c. Drawing consent for a judge's order and fair copy, and attending getting same signed (*one fee*) not exceeding	0	6	8
Paid for summons and order			
Attending for same	0	3	4
Attending for appointment to tax, if necessary	0	3	4
Copy and service of order, if necessary	0	3	0
Bill of costs and copy	0	3	0
Copy for the other side, if made	0	1	6
Attending taxing	0	3	4
Paid			
Letters, &c. as before			

DECLARATION IN DEBT AND FINAL JUDGMENT BY DEFAULT.

(For the previous costs, see ante.)

	£	s.	d.
Searching appearance	[illegible]	[illegible]	4
Affidavit of service	[illegible]	[illegible]	0
Entering appearance, sec. stat.	[illegible]	[illegible]	0
Instructions for declaration	[illegible]	[illegible]	4
Drawing same, folio 4	[illegible]	[illegible]	0
Fee to pleader, if special			
Attending him	[illegible]	[illegible]	4

	£	s.	d.
Ingrossing declaration	0	1	4
Close copy, if agency	0	1	4
Particulars of demand	0	2	6
Rule to plead	0	1	6
Demand of plea (if appearance entered by defendant)	0	3	0
Drawing final judgment	0	3	4
Attending to sign	0	3	4
Ingrossing proceedings on paper folio 9 .	0	3	0
Entering on the roll	0	3	0
Paid roll	0	0	10
Paid signing judgment	0	7	0
Paid usher	0	1	0
In C. P. 3s. extra for docket .			
Drawing bill of costs and copy, as before .			
Copy for defendant's attorney, ditto			
Notice of taxing, if defendant entitled thereto	0	3	0
Attending taxing	0	3	4
Paid taxing			
Term fee in town	0	10	0
Ditto in country	0	12	0

INTERLOCUTORY JUDGMENT AND INQUIRY.

	£	s.	d.
Drawing interlocutory judgment . .	0	3	4
Attending to sign same . .	0	3	4
Paid signing	0	5	0
Ingrossing proceedings on paper, folio 8; if declaration, folio 4 . .	0	2	8
Entering on the roll . . .	0	2	8
Paid for roll	0	0	10
Instructions for said drawing inquiry .	Nil.		
Ingrossing inquiry, folio 8 . .	0	2	8
Paid for parchment . . .	0	2	0
Paid signing and sealing . . .	0	5	0
Fee thereon	0	3	4
Notice of inquiry, copy and service .	0	3	0
If at a distance, or sent to a correspondent, the extra charges the same as serving writ as before			
Attending to leave inquiry with the sheriff	0	3	4
Paid thereon	0	4	0
If sent to a correspondent to lodge with sheriff or to undersheriff, writing therewith	0	2	0
For agent's charges for lodging writ with sheriff, and letter in reply . .	0	5	4
Paid for deputation, if a saving of expense	1	1	0
Attending for same and writing therewith	0	3	4
Subpœna	0	5	0
Copy and service on each witness . .	0	3	0
If served at a distance, or sent to a correspondent as before			
Minutes of evidence	0	6	8
Attending inquiry, if in same town with attorney	0	13	4
If attended by agent to him . .	1	1	0
Paid sheriff executing inquiry, bailiffs, jury, &c. (including the 4s. paid on leaving), not exceeding	1	15	0
Paid sheriff for travelling expenses, according to scale			
Paid for use of room, where necessary, according to scale			
Paid witnesses according to general allowance			
Affidavit of increase	0	5	0
Attending for inquiry . . .	0	3	4
Paid for same	0	1	0
Drawing judgment	0	3	4
Attending to sign	0	3	4
Paid signing	0	7	0
Paid ushers	0	1	0
In C. P. 3s. more . .			
Paid filing affidavit of increase . .	0	1	0
Copy for defendant's attorney not exceeding	0	2	0
Drawing bill of costs and copy as before .	0	4	0
Copy for defendant's attorney, if done, as before			
Notice of taxing, if defendant has appeared, or is entitled thereto	0	3	0
Attending taxing	0	3	4
Paid taxing as usual . .			
No attending to complete judgment on roll			
Term fee as before			

WRIT OF TRIAL.

	£	s.	d.
General issue pleaded, drawing replication, including close copy, if agency . .	0	3	0
Paid for summons for writ of trial .	0	1	0
Copy and service	0	3	0
Attending	0	3	4
Paid for order	0	1	0
Copy and service	0	3	0
Drawing issue, of whatever length .	0	3	4
Ingrossing to deliver, folio 8 (if declaration, folio 4)	0	2	8
Entering on the roll . . .	0	2	8
Paid for roll	0	0	10
Close copy, if agency . . .	0	2	8
Notice of trial, including close copy, if agency	0	3	0
Ingrossing writ of trial, folio 12 .	0	4	0
Paid parchment	0	2	0
Paid signing and sealing . . .	0	2	0
Fee thereon	0	3	4
Copy particulars to annex . . .	0	1	0
Attending to leave writ at sheriff's office, subpœna and serving witnesses, the same as upon writ of inquiry . . .			
Notice to produce copy and service not exceeding	0	5	0
The like to admit ditto . . .	0	5	0
Attending inspection (plaintiff or defendant)	0	3	4
Paid summons to admit . . .			
Copy and service	0	3	0
Attending	0	3	4
The like charge on 2nd summons, if first not attended	0	3	4
Affidavit of service and attendance .	0	5	0
Paid for order			
Copy and service	0	3	0
Attending trial, as before . .			
If writ altered or re-sealed, and witnesses re-served, as before . .			
Paid sheriff's fees (including the 4s. paid with the writ), not exceeding, in country causes	1	15	0
Paid for room, where necessary, according to scale			
Paid for deputation, &c. . .			
Paid sheriff extra for travelling, same as on inquiry; such payments, in town causes, not exceeding . . .	1	13	0
The charges for final judgment, the same as upon writ of inquiry . . .			
Bill of costs and copy, and attending taxing, as before			
Term fee, as before . . .			

IF SPECIAL PLEAS,

The charges to be regulated according to the lengths, and Order and Rules to plead several matters, as usual.

MOTION FOR A NEW TRIAL UPON WRIT OF TRIAL.

	£	s.	d.
Attending the undersheriff for a copy of his notes	0	3	4
Paid for same			
Affidavit to verify same . . .	0	5	0
Instructions for counsel to move . .	0	6	8
Making copy of sheriff's notes to accompany, per folio . . .	0	0	4
Paid fee	1	3	6
Attending	0	3	4
Attending Court, rule *nisi* granted, and for rule	0	6	8
Paid for rule and filing affidavit . .	0	5	0
Copy and service	0	4	0
Affidavit of service . . .	0	5	0
Instructions for counsel to move rule absolute	0	3	4
Copy rule to annex . . .	0	1	0
Paid counsel to move, from one guinea to two guineas			
Attending him	0	3	4
Attending court, motion did not come on 3s. 4d. each day, not to exceed 20s. in a Term			
Attending Court—rule absolute . .	0	6	8
Paid for the rule and filing affidavit .	0	5	0
Copy and service	0	4	0
Copy sent, if agency . . .	0	1	0
Term fee, as usual			

COMPUTING PRINCIPAL AND INTEREST ON JUDGE'S ORDER.

	£	s.	d.
Costs of declaration and judgment, as before, according to length of declaration .			
The usual charges for summons and order to compute the same, as upon order to admit upon writ of trial . .			
Instructions for counsel to move for rule	0	3	4
Paid counsel to move . . .	0	10	6
Attending him and to draw up rule .	0	3	4
Paid for rule	0	5	0
Attending for appointment to tax . .	0	3	4
Copy and service of rule and appointment	0	4	0
Bill of costs and copy and for final judgment, the same as in judgment in debt .			
If defendant served at a distance, extra for serving summons and rules to compute, same as serving writ . . .			

IF IN TERM TIME.

	£	s.	d.
Affidavit of cause of action . .	0	5	0
Instructions for counsel to move . .	0	3	4
Fee to him	0	10	6
Attending him and Court, and to draw up rule	0	6	8
Paid for rule	0	5	0
Copy and service	0	4	0
Affidavit of service . . .	0	5	0
Instructions to make rule absolute .	0	3	4
Copy rule to annex . . .	0	1	0
Fee to counsel	1	3	6
Attending him and Court, and to draw up rule	0	6	8
Paid for rule	0	6	0
Attending for appointment to tax . .	0	3	4
Copy and service	0	4	0
No attending at Westminster to complete roll			
If defendant served at a distance, extra for serving summons and rule to compute the same, as serving writ .			

COSTS OF EXECUTION.

	£	s.	d.
Writ of *fi. fa.* if only one writ, or a *testatum*	0	7	0
Attending for warrant . . .	0	3	4
Paid for warrant, as usual . . .			
Instructing officer	0	3	4
If previous writ issued, where *venue* is laid to ground *testatum*, writ *fi. fa.* . .	0	6	0
Attending to lodge same with sheriff, and instructing him to return *nulla bona*, and afterwards for return . . .	0	3	4
Paid for return	0	2	0
Short copy of writ, and return to keep .	0	1	0
Paid filing writ and return, and attending	0	3	4

The foregoing charges are intended as examples. The Masters will exercise their discretion in allowing for attendances, having regard to the expense saved, or favour granted to the party, and to all the circumstances of the case, bearing in mind that for attendances the allowances are not to be more than half what are allowed when costs are taxed upon the usual scale. In other cases not hereby provided for, the Masters will conform to the rate of charges hereinbefore inserted, or as near thereto as circumstances will allow.

(Signed)	J. GURNEY
DENMAN	J. WILLIAMS
N. C. TINDAL	J. T. COLERIDGE
FRED. POLLOCK	T. COLTMAN
J. PARKE	R. M. ROLFE
E. H. ALDERSON	WM. WIGHTMAN
J. PATTESON	C. CRESSWELL.

EXAMINATION QUESTIONS,

Trinity Term, 1844.

I. PRELIMINARY.

1. Where, and with whom, did you serve your clerkship?
2. State the particular branch or branches of the law to which you have principally applied yourself during your clerkship.
3. Mention some of the principal law-books which you have read and studied.
4. Have you attended any and what law lectures?

II. COMMON AND STATUTE LAW, AND PRACTICE OF THE COURTS.

5. At whose suit must an action for mesne profits be brought, and against whom?
6. What is the plaintiff entitled to recover in an action of trespass for mesne profits?
7. Replevin when and how obtained?
8. After what time must a judgment be revived, and by what process?
9. Judgment against two defendants and one dies. What is necessary to enable plaintiff to take out execution, and against whom will the execution issue?
10. If either plaintiff or defendant die after interlocutory and before final judgment, will the action abate, or how must he proceed to final judgment?
11. If a feme plaintiff or defendant marry after judgment and before execution, what are the necessary proceedings to be taken, and how must the fruits of the judgment be obtained?
12. For what damages are hundredors now liable, and what are the necessary steps to be taken before the writ is issued, and against whom must it issue?
13. On a plea of Nul tiel Record, how is a record in the same court to be proved? and how is a record of another court to be proved?
14. If a cause be tried at the last sittings in term, and the *distringas* is not returnable till the last day of the term, what time has the party against whom there is a verdict to move for a new trial?
15. What are the disabilities of a defendant under outlawry? and how must he regain his former rights?
16. When the judge grants an order to examine witnesses in a cause, and they afterwards appear at the trial and are examined, what becomes of the cost of the commission?
17. Can the terms of a written undertaking be varied by parol in any and what cases?
18. On a judgment *non obstante veredicto*, is either party entitled to costs?
19. When some issues are found for the plaintiff and others for the defendant, is the allowance for witnesses taxed to the party having the general costs upon the same principle as to the other party?

III. CONVEYANCING.

20. A man having had two sons, the elder of whom died before him leaving two sons, dies intestate, seized in fee of gavelkind land, leaving issue the two grandsons (sons of his elder son) and his second son. State the proper parties to convey the land to a purchaser.

21. Are copyhold and leasehold estates, or either of them, in the hands of a purchaser, affected by judgments against the vendor, entered in the Common Pleas office at the date of the sale, and under what authority?

22. What is the utmost duration for which a testator can by his will create a valid trust to accumulate the rents and profits of his real or personal estates? And if the trust as created should exceed the period allowed by law, will it fail altogether, or how otherwise?

23. A man dies unmarried, leaving his father and an elder brother surviving him. Which of these will be his heir-at-law?

24. Where under a settlement or will a father has a power to appoint amongst all his children as he may think fit, will an appointment which leaves out one or more of his children be effectual, or is it necessary he should appoint a share to each, and if so, must such share be a substantial, or may it be a merely nominal one?

25. A. being a surrenderee of copyhold estate, but not admitted, assigns his interest to B. Is the lord compellable to admit B. on payment of a single fine? And how would the case stand if, instead of a surrender to B. there had been only a covenant to surrender?

26. Can a court of equity make the like decree for partition of copyhold estate as of freehold, and under what authority?

27. A devisee of copyhold estate dies without being admitted. Will a devise by him operate to pass it, and under what authority?

28. If a man be outlawed in a civil action, is the outlawry any impediment to his making a good title and conveyance to a purchaser of his freehold estate?

29. A man and his wife execute a joint assignment of a legacy, which remains unpaid during the husband's life. Will the purchaser have a good title if the wife survive her husband?

(30.) A. by a bargain and sale inrolled, bargains and sells freehold estate to B. and his heirs, to the use of C. and his heirs. Does the legal estate vest in B. or in C. under such a conveyance?

31. Under a conveyance by lease and release to A. to hold to the use of A. and his heirs, to the use of B. and his heirs,—who takes the legal estate?

32. Will a lapsed devise of real estates go to the residuary devisee of real estates, if any, or to the testator's heir?

33. On a devise to A. and the heirs of his body, A. dies in the lifetime of his testator. Will the issue of A. take, or will the devise lapse?

34. Of what tenure will an allotment under an Inclosure Act, made in respect of copyhold estate be, supposing the Act to be silent in this respect?

IV. EQUITY, AND PRACTICE OF THE COURTS.

35. State generally the jurisdiction of the Court of Chancery.

36. What are the principal proceedings in a suit in equity prior to the decree?

37. Enumerate the several modes of defence to a suit in equity.

38. Describe the course of proceeding to enforce an answer.

39. How would you act where one of the necessary parties to a suit is an infant?

40. State some of the proceedings which are taken in the Master's office on a reference in a suit for the administration of assets.

41. What are the proceedings to be taken on obtaining the Master's report?

42. How are witnesses examined in the Court of Chancery, whether in town or country?

43. Suppose a witness to be in a dangerous state of illness, is there any and what mode of examining him before the cause is at issue, and, if he survive till the cause be at issue, what must be done to render his testimony available?

44. Where a trustee cannot be found, or is incapable of acting, what relief will the Court grant?

45. What is meant by marshalling assets?

46. In what cases will an injunction be granted; and when will it be granted *ex parte*, and when must notice be given of the application?

47. State some of the instances in which a bill of discovery may be filed, and the rule with respect to costs.

48. What steps should be taken in order to appeal from a decree or order, and what can be done to prevent an appeal or rehearing?

49. If an executor, conceiving that he has paid all the testator's debts, divides the estate amongst the legatees, and is afterwards called on to pay another debt; has the executor any, and what relief against the legatees?

V. BANKRUPTCY, AND PRACTICE OF THE COURTS.

50. What are the most usual acts which render a trader liable to be made a bankrupt?

51. Will the death of a bankrupt abate the fiat at any, and what, stage of the proceedings?

52. What must be the amount of the debt of the petitioning creditor or creditors?

53. Are there any, and what, debts or claims which would not constitute a good petitioning creditor's debt?

54. Must the assignees appointed by the creditors be creditors in any respect on the bankrupt's estate?

55. In case of an intention to dispute the validity of a fiat in an action or suit brought by or against the assignees, at what stage of such action or suit must notice be given, and what is the effect thereof with respect to costs?

56. What steps must a creditor take who holds the title-deeds of a bankrupt, in order to prove for any deficiency in his security?

57. State the rights of creditors as to proving debts and receiving dividends, where joint and separate fiats are issued against traders in co-partnership.

58. Can a fiat be sustained against one partner of a firm for the purpose of effecting a dissolution of the partnership?

59. Is a bankrupt in any and what circumstances an incompetent witness?

60. Should the assignees take any and what steps before commencing an action or suit?

61. Are there any and what instances in which property held by a bankrupt would not pass to his assignees?

62. By what means does the property, real or personal, of a bankrupt become vested in his assignees?

63. How are assignees chosen? and state who may vote in such choice.

64. What is the rule with respect to leasehold property held by the bankrupt?

VI. CRIMINAL LAW AND PROCEEDINGS BEFORE JUSTICES OF THE PEACE.

65. What offences are tried at the Quarter Sessions?

66. Can an indictment be removed, and how, from any, and what inferior court, to any and what superior court?

67. What is deemed burglary with reference to the time at which the offence is committed?

68. Give a definition of the offence of conspiracy.

69. Are the parties compounding any and what offence liable to be prosecuted?

70. When and by whom may an outer door be broken open, with or without a warrant, to apprehend an accused person?

71. What does a warrant in case of felony empower the officer to do?

72. By whom can a person apprehended for felony be admitted to bail?

73. What evidence of a felonious taking must be adduced on an indictment for larceny?

74. Under what circumstances is the declaration of a dying person receivable in evidence?

75. For what offence will a criminal information lie, and what is the mode of proceeding?

76. Is there any and what recent alteration in taking proceedings in the Crown Office?

77. Define a common nuisance.

78. Proceedings are brought against a man for unlawfully taking game by night: when does the night in such cases begin and end?

79. Who may take and kill game?

ATTORNEYS ADMITTED,

EASTER TERM, 1844.

(From the Legal Observer.)

With whom Articles served.

Addenbrooke, Henry .... Charles Bedford, Worcester
Ade, George .... George Tamplin, 6, King's-road, Bedford-row, Middlesex
Ambrose, Thomas Henry James Beaumont, Lincoln's Inn Fields
Aston, Edward.......... James Barratt, jun. Manchester, and Higher Broughton
Atkinson, Joseph Beavington .... Samuel Cary, Bristol
Barns, William .... George Helder, 17, Clement's Inn
Barret, Edward Alex.... John Barret, Bingley, York; William Barret, Ottley; Edward Barret, Ottley
Baskett, Charles Henry .. Septimus Smith, Blandford Forum, Dorset
Benton, George .... George Unett, Birmingham
Broughton, Robert John Porcher .... Edwd. White, Great Marlborough-street
Browett, Thomas........ John Hensman, Northampton
Chipperfield, Rob. Geo... Thomas Thorpe de Lasaux, Canterbury
Colegrave, William, jun. Henry Williams, Lincoln
Coles, William Gale .... Robert Heming Parr, Poole
Cross, Wm. Hen. Wright.. William Henry Cross, 28, Surrey-street
Dansey, Wm. Malet .... Matthew Hale, 6, Ely-place
Dean, James William.... William Dean, 16, Essex-street, Strand
Dickinson, George ...... Edward Lawford, Drapers' Hall
Dimond, Charles John .. Charles Palmer Dimond, Henrietta-street; John Simpson, Henrietta-street
Eastlake, William, jun... William Eastlake, Plymouth
Elloart, Carl Julius Cosens, Thomas Borrett, 22, Lincoln's Inn Fields

With whom Articles served.

Eyre, Edward .... Thomas Watson Walmesley, 49, Chancery-lane
Eyston, George Basil .... Henry Mostyn, Usk
Faulkner, Ed Chautler.. Richard Meadowcroft Whitlow, Manchester
Fitch, George .... Edward Harrison, Southampton
Fuller, Edward .... John Watson, 27, Worship-street, Finsbury
Gamble, Edward........ Henry Mozley, jun. Derby ......
Gibson, Richard .... Thomas Gilchrist, Berwick-upon-Tweed
Gimblett, John Henry .. Arthur Ryland, Birmingham; Wm. Lowe, Birmingham
Glover, William Henry .. James Richardson, Leeds
Gregory, Edward, jun. .. Allen Pering, 5, Lawrence Pountney-place
Hargrave, George ...... George Marris, Caistor
Harrison, Thomas, jun. B A .... David Harrison, Walbrook
Hasell, William .... John Bubb, Cheltenham
Heyes, James .... William Pemberton, Prescott
Hinds, Josiah Edwin .... George Jones, Newcastle-under-Lyme
Howe, John .... Robert Burdle, Carlisle
Howlett, Wm. England.. Joseph Howlett, Kirton-in-Lindsey
Hubbard, William ...... George Harris, sen. Market-place, Rugby
Hunt, Edward.......... William Gibbs, 19, King's-road, Bedford-row; John Stephen Spindler Hopwood, 47, Chancery-lane
Jameson, Mark, jun. .... Mark Jameson, sen. Berwick-upon-Tweed; Edward Willoby, Berwick-upon-Tweed
Janion, Joseph .... James Barratt, jun. Manchester
Jervis, Fred Blackall.... Julius Gamborian Shepherd, Faversham
Jolliffe, James Hare .... James Sally Vining, Yeovil
Jones, Edward Bryan.... Thomas Peters, Knighton, county Radnor; William Richardson, 47, Bedford-row
Jordan, William Risdon Hall .... William Rufus Jordan, Teignmouth
King, Robert .... Thomas Steed Watson, Wisbech, Great St. Peter's
Kirkman, John James .. John Kirkman, King William-street
Langton, David, jun .... James Sowton, 27, Great James-street, Bedford-row, Somers Clarke, Brighton
Martin, Frederick ...... John Neal, 26, Castle-street, Liverpool
Matthews, William, jun . William Matthews, senior, College Green, Gloucester
M'Rae, James Layton .. Charles Willis, jun. Cranbrook
Meadows, Augustus .... Daniel Charles Meadows, Woodbridge, Suffolk
Moulsdale, Stephen Thos. Charles Potts, Chester
Murrough, John Patrick.. Henry Williams, 6, Warwick-court
Nurse, James .... Boys, Aldham, King's Lynn, Norfolk
Oldroyd, Charles........ William Holt, Horbury, John Greaves, Dewsbury
Payn, Anthony Freeman.. Edward Knocker, Dover; William Henry Palmer, 24, Bedford-row, Holborn
Parsons, Richard Joseph.. Richard William Benn, Mansfield; George Capes, 1, Field-court, Gray's-inn
Pashley, Henry.......... John Oxley, Rotherham, county York; Thomas Bristow Young, New Inn
Perrin, Dudley Josiah.... Hugh Wallace, Nantwich
Plowright, Edw. Wm. .. John Lucas, 9, Argyll-street, Regent-street
Pollard, George .... Thomas Michael Colville, Macclesfield; John Lucas, 9, Argyll-street, Regent-street
Price, James Gilbert, jun. Philip Price, Abergavenny
Price, Richard Ambrose.. James Vaughan Horne, Denbigh; Meaburn Tatham, 24, Lincoln's Inn Fields
Prior, James William.... Charles Pestell Harris, Cambridge
Pugh, John Devereux.... John Foulkes, Wrexham
Pulling, Charles James .. John Cleave, Hereford
Rae, Joseph John .... Daniel James Lee, 4, Bedford-row
Roe, John Erasmus...... William Edward Woodall, Scarborough
Rowland, Jonathan...... Clement Pattison, Berwick-upon-Tweed
Royle, Charles Vernon . Edward Cumrah, Chester
Sanders, Samuel Harford Ralph Sanders, Exeter
Scatcherd, Watson...... William Battye, Charles Forth, and John Battye, of Borstal, Yorkshire
Seager, Charles Henry .. Jeremiah Osborne, Bristol; Rd. Brickdale Ward, Bristol
Sidney, Algernon........ Sir William Robert Sydney, Knt. Brown Bridge Lodge, near Maidenhead, Berks; John Rogers, 40, Jermyn-street, St. James's
Slack, Fyson William.... Charles Pestell Harris, Cambridge; William Sharpe, 41, Bedford-row
Smart, David .... Robert Humphrey Jones, Wrexham, Denbighshire; Thomas Martin Wilkins, 39, Bartholomew Close
Smith, Francis.......... Thomas Smith, 15, Furnival's Inn; Thomas Smith, 15, Furnival's Inn
Smith, William .... Thomas Fletcher Robinson, 13, Tokenhouse-yard
Smith, Charles.......... Richard Hunter, 9, New-square, Lincoln's-inn
Tayler, Fitz Henry ...... Frederick Dowding, Bath
Thompson, John Fisher.. Joseph Thompson, Workington, Cumberland; Henry Perry, Whitehaven
Vaux, Edward .... Thomas Weeks, 13, Tokenhouse-yard, Lothbury

	With whom Articles served.
Walker, Thomas	Joseph Briggs Dickson, Preston; Robert Benson, Cockermouth
Weatherhead, John Edm.	Hugh Robert Evans, jun. Ely
Whitworth, Barratt	John Whitworth, Manchester
Williams, John, jun.	John Williams, sen. Ludlow
Wilson, Isaac	Simon Ewart, Carlisle
Yeomans, John, jun.	John Dixon, Sheffield
York, Josias Bull	John Clarke, Coleshill, Warwick.

SUMMER ASSIZES, 1844.

HOME CIRCUIT.

The judges on the Home Circuit, Mr. Baron PARKE and Mr. Baron GURNEY, have appointed the following days and places for holding the ensuing Summer Assizes:—

Hertfordshire—Wednesday, July 10, at Hertford.
Essex—Monday, July 15, at Chelmsford.
Kent—Monday, July 22, at Maidstone.
Sussex—Saturday, July 27, at Lewes.
Surrey—Wednesday, July 31, at Guildford.

WESTERN CIRCUIT.

(Before Justices PATTESON and WIGHTMAN.)

Southampton—Wednesday, July 10, at Winchester.
Dorchester—Thursday, July 18.
Exeter—Tuesday, July 23.
Bodmin—Tuesday, July 30.
Wells—Tuesday, August 6.
Devizes—Tuesday, August 13.
Bristol—Saturday, August 17.

NORFOLK CIRCUIT.

(Before Mr. Baron ALDERSON and Mr. Justice WILLIAMS.)

Buckinghamshire—Wednesday, July 10.
Bedfordshire—Saturday, July 13.
Huntingdonshire—Tuesday, July 16.
Cambridgeshire—Thursday, July 18.
Suffolk—Tuesday, July 23, at Ipswich.
Norfolk—Monday, July 29, at Norwich.
City of Norwich—Same day.

NORTHERN CIRCUIT.

(Before Sir FREDERICK POLLOCK and Sir CRESSWELL CRESSWELL.)

York—Wednesday, July 10.
City of York—Same day.
Durham—Wednesday, July 21.
Newcastle-upon-Tyne—Wednesday, July 31.
Northumberland—Wednesday, July 31.
Cumberland—Monday, August 5.
Westmoreland—Thursday, August 8.
Lancaster—Saturday, August 10.
Liverpool—Thursday, August 15.

COURT OF QUEEN'S BENCH.

TRINITY TERM—SEVENTH VICTORIA.

JUNE 12.—This Court will, on Monday, the 24th day of June instant, and three following days, hold sittings, and will proceed in disposing of the case *Reg.* v. *The Great Western Railway Company*, in the Crown Paper, and the rules in Crown cases which have been enlarged to the first, second, and third days in this present Term, and the business in the special paper and the new trial paper, and in giving judgment in cases that may then be pending.

BY THE COURT.

COURT OF EXCHEQUER.

TRINITY TERM—IN THE SEVENTH YEAR OF THE REIGN OF QUEEN VICTORIA.

JUNE 12.—This Court will, in addition to the other days already appointed, on Saturday, the 6th day of July next hold sittings, and will proceed in disposing of the business then pending in the new trial and special papers.

BY THE COURT.

Read in open Court, the 12th day of June,
Samuel Dare, Master.

The Lord Chancellor has appointed Charles Gresley, of the city of Lichfield, Gent. Justinian Adcock, of Cambridge, Gent. and Edwin Hinds, of Newcastle-under-Lyme, Gent. to be Masters Extraordinary in the High Court of Chancery.

EXEMPTIONS FROM SERVING ON JURIES.—In consequence of the many applications that are made by parties claiming to be exempted from serving on juries at the Central Criminal Court, at the Old Bailey, Clerkenwell, Westminster, and the Surrey Sessions, the following important notice has been issued to prevent delay to these courts:—"The grounds of exemption are as follows:—Peers, judges, clergymen, Roman Catholic priests, who shall have duly taken and subscribed the oaths and declaration required by law; ministers of any congregation of Protestant Dissenters whose place of meeting is duly registered, provided they follow no secular occupation except that of a schoolmaster, and produce a certificate of some justice of the peace of their having taken the oaths and subscribed the declaration required by law; serjeants, barristers-at-law, members of the Society of Doctors-at-Law, advocates of the civil law, if actually practising, and attorneys, solicitors, and proctors, if actually practising and having taken out their annual certificates; officers of the courts of law and equity, and of the Admiralty and ecclesiastical courts, if actually exercising the duties of their respective offices; coroners, gaolers, and keepers of houses of correction; members and licentiates of the Royal College of Surgeons in London, Edinburgh, and Dublin, and apothecaries, certified by the Court of Examiners of the Apothecaries' Company, if actually practising as physicians, surgeons, or apothecaries, respectively; officers of the navy and army on full pay; pilots licensed by the Trinity house of Deptford, Stroud, Kingston-upon-Hull, or Newcastle-upon-Tyne; masters of vessels in the buoy and light service, employed by either of these corporations; pilots licensed by the Lord Warden of the Cinque Ports, or under any Act of Parliament or charter for the regulation of pilots in any other port; household servants of her Majesty, officers of Customs and Excise, sheriffs' officers, high-constables, parish clerks; registrars of births, deaths, and marriages; commissioners having a certificate under the 5 & 6 Vict. c. 35; and also all persons exempt by virtue of any prescription, charter, grant, or writ; and all persons upwards of sixty years of age. Note.—All exemptions from serving on juries on account of age or otherwise must be claimed at the Petty Sessions, to be held for the revision of such lists."

MONTHLY STATISTICS OF INSOLVENCY.—During the past month there have appeared in the *Gazette* the names of 242 persons who have received vesting orders from the Court of Bankruptcy, by which, under a late Act of Parliament, a debtor who is pressed by his creditors after having given a certain notice, appears before the Commissioner, and gives an account of his debts and assets, which he renders up. His schedule is nominally examined by an official assignee, and he receives protection against all further proceedings, unless he should afterwards become possessed of any property, that is to say, property which his creditors know of, or can make to appear. This he may do any number of times, four times in the year if he find it convenient, and it is found to be a source of great comfort and accommodation to persons in difficulty. There have appeared in the *Gazette*, bankrupts, 93; assignments, 20; declarations of insolvency, 256—total, 369. If there be only one gazetted insolvency for nine private compositions, and if the deficiency in each case be only 200*l.* the monthly loss to the nation will be 738,000*l.* and, on the same reckoning, the yearly loss during 1843 was 12,000,000*l.* This report is an improvement as compared with May 1843, when the numbers were respectively 401, 84, 48, and 6—total, 539; but it by no means follows that the total of insolvency is less, for debtors and their friends usually consider what it is worth their while to pay rather than be exposed in the *Gazette* they usually offer so much in the pound, and at the same time threaten their creditors with the law if they do not accept their proposals, which the creditors generally agree to, for when the affair goes into court the assets are almost nothing—in one return that has been obtained under 4*l.* and in another no more than 35*s.* per case. The grievance arising from such a state of things is violently complained of in the city, and we understand that it is in contemplation to apply to the Lord Mayor to preside at a meeting for discussing the propriety of an immediate application to Parliament on the subject.

THE O'CONNELL WRIT OF ERROR.—In both houses of Parliament, on Friday night, several proceedings were adopted in reference to the late state trials in Ireland and the writ of error that is now pending before the Lords. They were all mere matters of form; and it may be interesting to give each, as entered officially upon the minute books of the two houses. In the Commons, just after the division on the Sugar Duties Bill, and immediately before the House adjourned at two o'clock on Saturday morning, a copy was presented (in pursuance of an address to the Crown, agreed upon on the 21st of May) of affidavits and pleadings filed in the cause of *The Queen* v. *Daniel O'Connell and Others.* It was ordered to lie on the table, but was not ordered to be printed. This was the only proceeding in the Commons on the subject; but there were two in the Lords in reference to the same renowned trial. First, there was presented, in the writ of error *Gray* v. *The Queen*, the petition of Samuel Gray, the plaintiff, a prisoner confined in Smithfield prison, in the county of the city of Dublin, "praying that the said writ of error may be heard in its proper turn, and before the writ of error *O'Connell* v. *The Queen.*" This petition was read and ordered to lie on the table. Secondly, in the same cause, *Gray* v. *The Queen* (writ of error), the petition of the defendant for leave to lodge cases was read and ordered as prayed.

PUBLIC PETITIONS.—The 29th Report of the Committee on Public Petitions has just made its appearance. We find the gross total number of petitions to the House of Commons on various important public measures to be as follow, viz.:—Against the Dissenters' Chapels Bill, 2,408 petitions, signed by no less than 290,496 persons; in favour of the same Bill, 601 petitions, signed by 136,644 persons; for an alteration of the measure, 864 petitioners; legalizing marriages in Ireland by Presbyterian ministers, 412 petitions, signed by 159,245 persons; against the union of the episcopal dioceses of Bangor and St. Asaph, 274 petitions, signed by 15,613 persons; against a repeal of the Corn Laws, 1,878 petitions, signed by 128,093 persons; for a repeal of the differential duties on sugar, 4 petitions, signed by 66,434 persons; for the encouragement of art-unions, 13 petitions, signed by 704 persons; in favour of the County Courts Bill, 13 petitions, signed by 1,049 persons; for an alteration of the Poor Law Amendment Act, 70 petitions, signed by 3,218 persons; for an alteration of the Poor Law Amendment Bill, 30 petitions, signed by 10,392 persons.

WILL OF THE LATE MARQUESS OF HASTINGS.—The will of the late Marquess of Hastings has just been proved in Doctors' Commons by the Most Hon. Barbara Yelverton, Dowager Marchioness of Hastings (widow of deceased), Sir Charles A. Hastings, bart. and John Balguy, esq. three of the executors, power being reserved of proving hereafter to Lord Marcus Cecil Hill, the other executor. The deceased gives to his wife 7,500*l.* for providing her and her younger children with a suitable residence; an annuity of 1,000*l* a year, best carriage and horses, and the choice of furniture, &c. at Loudoun Castle, Scotland; or should she prefer money, 3,000*l.* instead. To his sons on attaining age, and to his daughters on attaining theirs, or day of marriage, sums varying from 4,500*l.* to 9,000*l.* The late much lamented Lady Flora Hastings is bequeathed a legacy. The residue is given to his wife, children, and other branches of his family. The following passage occurs in the will:—"If it should please Almighty God to take the whole of my children to himself, I trust my Sovereign will confer the title on my eldest sister, to perpetuate my long line of ancestors." The personal property is sworn under the large sum of 140,000*l.* The will is extremely long, and bears date in 1836.—*Britannia.*

WILL OF THE LATE MR. W. CROCKFORD.—Administration with the will annexed (no executor being named therein) of the late well-known William Crockford, of gambling notoriety, has been granted to Mrs. A. F. Crockford, his widow. The will is dated as late as last month, and gives the whole of his property to his wife in nearly the following words:—"I give and bequeath the whole of my property of whatever description to my dear wife, and her heirs, relying on her doing what is right." The personal property alone is sworn under the large sum of 200,000*l.* and it is rumoured that his real estate is worth 150,000*l.* more. This extraordinary man, we believe, formerly kept the fishmonger's shop adjoining Temple-bar, and by a series of successful speculations on the "Turf" was enabled to purchase the house in St. James's street, afterwards terribly famous as "Crockford's;" and it is said that there the deceased amassed the bulk of his immense property.—*Britannia.*

We understand, on the authority of a gentleman now in his 82nd year, and an observer of the weather, that the present season has not been equalled in dryness since the year 1785, which is a lapse of 59 years. The meteorologists have as yet assigned no cause for this unusual phenomenon.—*Berkshire Chronicle.*

CORRESPONDENCE.

AGREEMENT STAMPS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I agree with R. A. as to the beneficial alteration in these stamps as far as it goes; but as the late Act is confined to agreements "now chargeable with the duty of one pound," I presume it will not extend to agreements exceeding in length fifteen folios; upon which, by the 55 Geo. 3, c. 184, a *further* duty of fifteen shillings or one pound five shillings is charged; and that the matter now stands thus:—

	£	s.	d.
Upon every agreement under fifteen folios in length, a duty is payable of	0	2	6
Exceeding fifteen, and under thirty folios	1	15	0
And for every complete number of fifteen folios over the first fifteen, a further duty of	1	5	0

As this point may be overlooked by some, I have thought it useful to mention it; if I am mistaken, I shall be happy to be corrected.

Yours obediently,

Birmingham. J. P.

SELECTIONS FROM CORRESPONDENCE.

A SUBSCRIBER, dating May 9, writes thus on the subject of "Magistrates' Clerks:"—

Under the head of "Selections from Correspondence," I noticed, in your last week's TIMES, a letter from a "Clerk to Borough Justices," which,

I think, in fairness to the large majority of solicitors who have not the fortune to be clerks to justices, deserves some notice. In discussing the proposal to pay all justices' clerks by salary, your correspondent objects that county justices' clerks enjoy a "*perfect monopoly* of prosecutions in their own courts," whilst borough justices' clerks are forbid, by the Municipal Amendment Act, from conducting any prosecution sent for trial by their Courts. And then, to make matters square between the county clerk and the borough clerk, he proposes that the county clerk should also be forbid from prosecuting in commitments from his own Court, "*or if they are to be paid by salary, let them be made public prosecutors at a salary*," the latter salary to be in addition to their salary as magistrates' clerks. Now, it is this modest proposal as to a public prosecutor which I object to in your correspondent's communication, as being most selfish in itself, and most unjust to others in the same grade of the Profession.

But before further explaining my objection, I beg to assert that not one-half of the county magistrates' clerks are solicitors, and therefore would be very unfit men to be made public prosecutors. Yet, suppose that they and all the borough clerks were solicitors; is not their appointment a comfortable and well-paid one? If not, let them surrender it into other hands, and not ungenerously ask to sweep away, at "one fell swoop," all the criminal business of the country, to enrich themselves and injure the large majority of their professional brethren. And what an egregious absurdity, too, to call the professional county magistrates' clerk a "perfect monopolist," and then to propose, in the same breath, to create all magistrates' clerks public prosecutors! *Certes*, there would be no mistake about the "monopoly" being "perfect" then! I must say, that this, being a communication addressed to a journal devoted exclusively to the legal profession (and, I trust, advocating "the good of the many" and not of the "few"), I never saw or heard of one worse placed, or more selfish in its object. I know it is the fashion for many solicitors to decry criminal business as being both "low and little worth;" but I also know that there are very few provincial solicitors who have not, in early life, been in some degree benefited by that very business, which perhaps in later life, and under happier circumstances, they affect to despise; and I also know that there are now in the country many, very many, respectable young men, who rely upon this as one of the few means left them to employ their start in life usefully, and to assist in forming a connection. Why should your correspondent, therefore, wish to deprive them of that fair distribution of business which he himself has enjoyed, and which the present course of legislation is trying sufficiently to diminish without the movement being helped on by the Profession?

I complain, also, that your correspondent has recommended a change to the Profession, which, however much it might benefit him and other magistrates' clerks, he has not shewn by a single reason would be beneficial to the public. I presume, however, that he advocates the change chiefly on the ground of its being a saving to the public.

The salary to the public prosecutor your correspondent recommends to be an average (of the *yearly cost*, I presume) of prosecutions for the last two or three years. What would the public save by this average? And even if he would (as almost any one would) undertake to work the prosecutions at a cheaper rate, on condition of having the whole criminal business in his hand, what would the public benefit by this? Would the great objects of the criminal law—suppression and punishment of crime—be forwarded by it? I think not; for if the public prosecutor were to have a *fixed* salary for all that he may do, be it little or much, is it likely that he will shew the same activity in the prosecution of offenders as is now shewn, or as is requisite to the ends of justice? The fewer *he* prosecutes, and the greater his gain. And if he were to have a certain sum for *each* prosecution, then the more he prosecutes, the greater his gain. In the one case he would have an inducement to *avoid*, and in the other to *create* prosecutions, both of which are evils not incident to the present mode of prosecution. It is also provable that, should this change ever occur, all the appointments will be in the hands of Government, and then what clever public prosecutors may not some districts hope to possess! For any one knows that such appointees are *not always* selected for their peculiar fitness for an office.

In conclusion, I beg to say, that whatever be the merits or demerits of the proposed change, I think that a member of our Profession ought to the last person to recommend it; and if, under the flimsy cloak of "economy to the public," any such members lend their aid in bringing it about, they may, in time, find the "cheap system" so progress, that it will overrun all manner of professional appointments; and then we shall see the offices of magistrates' clerk, clerk of the peace, town-clerk, &c. offered every year to public competition, like railway contracts, when the cheapest ticket of proposal will get the "job!"—to the great promotion of "public economy"—to the explosion of all principles of "monopoly"—and, perhaps, to the loss of your correspondent's place as magistrates' clerk.

"A Solicitor" sends the following, on a very important subject:—

As you are ever ready to advocate the fair rights of the Profession, I wish to call your attention to a great and growing evil, and which I think calls for some interference on the part of the regularly educated members to check that which, although, perhaps, allowable in a certain degree to the talented and deserving, becomes a vice when carried to excess. I allude to the practice, frequent even in the most respectable offices, of *giving* clerks their articles, and thus throwing upon the Profession a superabundance of attorneys. It frequently happens that the principals make a convenience of the plan by saving a salary for a term of years. I can assure you that I should be extremely sorry to be opposed to the advancement of any person in life; but I have no doubt that your own experience can remind you that, in nine cases out of ten, they shew their gratitude by setting up in "opposition" to their former masters, and, from their previous situation as "confidential clerks," have so far identified themselves with their situation as to convey over part of the confidence to their own offices. This, of course, will only apply to a certain class, but it is nevertheless true. You must be perfectly aware that the expenses of a gentleman regularly articled are not trifling, independent of his previous education, and so long as the laws and the Law Institution have stringent rules to make the Profession respectable, I think that some protection may be fairly demanded. I do not blame the clerks, but the offices that, without discrimination, for the paltry saving of a salary, would inundate and swamp the Profession. It is not that the favoured clerks are superior as sound lawyers, for they frequently adopt "sharp practice;" but if solicitors are to be considered gentlemen, and to have such to join them, and expect confidence to be reposed in them as such, it is necessary that the Law Institution or some person should point out that there might, by possibility, be persons admitted who were not gentlemen.

To Readers and Correspondents.

H. Toogood.—*The suggestion is good.*

W. Middleton.—*Thanks. The joke is excellent.*

We have received a number of the threatening letters of which a specimen was published last week. We shall probably return to the subject when there is more leisure.

G. J. Durrant.—*We must postpone discussion on general topics till the business of the season slackens.*

A review of Grady and Scotland's *excellent work on Crown Practice, and notices of other books received, are unavoidably postponed to make room for more pressing matters.*

The 3rd part of the Appendix *will, it is hoped, be published next week, and nearly, if not quite, complete the very valuable Digest of the Criminal Law.*

An Articled Clerk.—*Jarman's Bythewood is a good study. The latest edition of Byles on Bills should be taken. Stephens, decidedly, by every lawyer.*

Many new statutes and analyses of statutes are in type, but have been compelled to give way to the reports of the Term.

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An Alphabetical Index to the Cases in the current Volume of the Law Times *always lies at the Office for the purpose of Reference.*

NOTICE.

In consequence of the near approach of the Quarter Sessions, the Second Part of the Verulam Reports will be published on *Thursday* next, and will contain the remainder of the Magistrates' Cases of Easter Term and those of Trinity Term.

The Registration Cases will appear early in the following week, forming Part III.

After the Circuits, a Part will be devoted to Criminal Law Cases.

THE LAW TIMES.

SATURDAY, JUNE 22, 1844.

THE CRIMINAL CODE.

We proceed now to review the provisions of the code submitted to Parliament by the commissioners, and which professes to do no more than to consolidate the existing law. Our purpose is to examine that law with a view to its amendment, nor could a better opportunity be afforded than by the publication of this laborious work, which contains the substance of many volumes of statutes and reports.

The first provision that attracts attention is Article 85, on *Seditious Conspiracies*, which thus lays down the law:—

"If two or more persons shall conspire to excite in the minds of the subjects of the realm hatred or contempt of the person of her Majesty, or of her Government, or of the Constitution of the United Kingdom as by law established, or of both Houses, or of either House of Parliament, or to excite her Majesty's subjects to attempt the alteration of any matter in church or state, as by law established, otherwise than by lawful means, every person so offending shall incur the penalties of the twentieth class."

This is the law under which the Irish state prisoners were convicted, and we turned with interest to the proposed code, expecting to find some definition of it which would help the judgment upon the points mooted in the trials. But the code leaves the real question as doubtful as ever. It does not define what shall, or, rather, what does, constitute *a conspiracy*, nor what are the means "*other than lawful*." Yet it is obvious that, upon every trial, both of these questions must arise in the application of the code. The definition of such general terms was the primary purpose of the proposed law. Why, then, is it omitted here?

Doubtless because the commissioners were unable to find such a definition of conspiracy as would indicate the evidence necessary to prove it. But does not this inability shew that the crime is rather an ideal than a real one? And so experience declares. As the law stands, it is impossible for any man to be sure whether or not he is transgressing it. It will vary with the whims or prejudices of judges and juries, and consequently may always be used for purposes of oppression. If it be indefinable, the presumption should be, that it is not a crime at all. And so reason dictates; for the law punishes, or ought to punish, *acts* only, not mere *intents*—ideas fleeting through a [illegible] mind. Now, conspiracy is either a mere talking about doing or projecting something illegal, or the doing of it. If it do not proceed

beyond the former, no harm can come of it, and it is properly out of the cognizance of the law; but the moment a movement is made towards the act, each conspirator is guilty of the illegal act, and can be punished for it individually.

If it be alleged that the conspiracy is in itself a crime, apart from the illegal object for which it is formed, still it ought to be distinctly defined, and a distinct punishment should be inflicted, not for conspiracy in its present shadowy shape, but for the combination of any two or more men to do an illegal act.

But two objects can possibly be gained by the existing law—first, that of making a crime to suit the occasion; and secondly, to enable the prosecutor to put in evidence against one man the acts and sayings of other men, upon the allegation that, having agreed to do an act, each is answerable for all that the others do in furtherance of that act—a principle so revolting to justice and common sense, that we hope the opportunity will be taken of this revision of the criminal code to sweep away entirely the law of conspiracy, and the monstrous rules of evidence and loose constructions to which its unavoidable vagueness has given birth.

CRIME IN ENGLAND AND WALES.

The very interesting and important report of Mr. REDGRAVE, which has been published entire in the first part of our APPENDIX, exhibits some other singular results, which we now proceed to bring under the notice of our readers.

There has been an extraordinary increase in the number of death *sentences*, notwithstanding the extensive abolition of capital punishments by the Acts of 1 Vict. During the last year ninety-seven were sentenced to death, but in the preceding year only fifty-seven. This, however, may be in part accounted for by the addition made by the Winter Assize.

Of the capital crimes, murder maintains its usual numbers. Unnatural offences exhibit a great increase; and so do crimes of violence.

A most interesting portion of these returns is their bearing upon the question of capital punishment. They exhibit some remarkable results.

A period of six years is taken, three of them preceding and three succeeding the abolition of death punishment for seven primary offences. But it should be observed that, although the punishment had been nominally retained, it had practically ceased to be enforced.

Bearing this in mind, mark the results. Some of the offences have decreased, others have increased. Housebreaking, for instance, has diminished, but sheep-stealing and forgery have considerably increased. Altogether there has been an increase of 20 per cent. upon the seven crimes.

But then, during the same interval commitments generally (all crimes included) have increased 51 per cent.; so that, as compared with other offences, those previously punishable with death have, upon the whole, decreased considerably. It is a fact somewhat opposed to the theory, that the proportion of convictions to acquittals has continued very nearly the same, notwithstanding the change of punishment.

Again, viewing the four crimes for which death punishment used sometimes to be inflicted, but is now abolished, the increase has been immense, amounting to no less than 109 per cent.

The average of the various ages of criminals in each of the two last years scarcely varies. Thus, in both years 5 per cent. of the whole were under 15 years of age, 22 per cent. under 20, 24 per cent. under 25, and so forth. Although the proportion of criminals is greater in the agricultural than in the manufacturing counties, yet, in the latter, crime commences at an earlier age, as might, indeed, have been expected.

It is gratifying to find a steady decrease for the last seven years in the numbers of criminals returned as unable to read or write, proving that education is making progress in the community.

Many other interesting facts are exhibited in this report, to which the reader, desirous of larger information upon the subject, is referred. Altogether, the results are not cheering to the philanthropist, though they are not so bad as they appear, for, before we draw too unfavourable conclusions from the figures, it must be remembered that population is increasing as well as the total number of criminals, and that, having a more efficient police, crime is punished now which formerly escaped with impunity. So the matter is not so bad as it looks.

COSTS IN ACTIONS UNDER 20*l*.

WE present to our readers to-day the new scale of costs arranged by the judges for actions under 20*l*. It is a document of so great importance to the Profession, that we omit much of our usual intelligence that it may reach them at the earliest moment. It illustrates in a striking manner the utility of the LAW TIMES. This scale of costs cannot be provided elsewhere under eighteen-pence; the country attorney having in addition to pay its postage or carriage. The LAW TIMES supplies it to them for one shilling only, with a mass of reports and other interesting and useful legal intelligence besides!

PROFESSIONAL MALPRACTICES.

THE following disgraceful advertisement appears in the *Times* of June 19th. If the author can be traced, we shall be glad to expose him to the reprobation he deserves.

"To the PUBLIC.—Debts recovered free of cost.—A Solicitor of respectable practice (who can give unexceptionable references) undertakes the RECOVERY OF DEBTS free of costs to client, save a commission of 10 per cent. on the amount recovered. Conveyances prepared on the following low terms, viz.:—Leases, 2*l*. 10s.; Assignments, 2*l*.; Bills of Sale, 1*l*. 10s.; Wills, Agreements, and Deeds in general on equally moderate terms.

"Apply at the Offices, 1, Bouverie-street, Fleet-street. Letters for A.B."—*Vide Times*, June 19th, 1844.

VERULAM SOCIETY.

THE first part of the PRACTICAL REPORTS was duly issued on Thursday. It will be observed that a bold type has been adopted, and double columns avoided, these being deemed by many of the members to be objectionable, and it was desired that the reports of the society should have, as much as possible, the aspect of the regular reports. We trust that this first step will give satisfaction. The two next parts will be issued in a few days, comprising the remainder of the Magistrates' Cases of Easter Term, and those of Trinity Term, and the Registration Appeal Cases.

The Reports of the Society will be cited as "THE VERULAM REPORTS," and the subscribers are requested to be particular in *so* calling them. It is necessary that they should be known by some definite and uniform designation.

Among the works proposed for the approval of the members of the Verulam Society is *a Digest of all the Reports*. Numerous improvements might be made upon those already existing, and their usefulness increased, while the expense might be greatly diminished. Suffice it at present to point out one which in itself would set a digest in which it was adopted above every other—*a chronological arrangement of the cases*. The current of decisions is often more important to be observed than the particular decisions themselves; whereas, now, the student who is not perfectly conversant with the periods which the different reports include is confused and puzzled beyond measure by the chaotic arrangement adopted in the Digests. Without regard to the present validity of the decisions, the cases from East or Wilson are intermingled with those from Barnewall and Cresswell, or Adolphus and Ellis, and cases clearly overruled or much qualified are postponed to those which qualified or overruled them. This is particularly observable in the last edition of Harrison's Digest. Even those who know the dates of the different reports most accurately find the trouble and loss of time thus imposed upon them very great. It has, however, been suggested that a commencement should be made with an Annual Digest, for the purpose of shewing more plainly the various improvements which might be also applied to the larger digest, and of carrying out the great object of lessening the labour necessary to keep pace with the course of judicial decisions, which we have always had in view. Among the improvements which we should propose to adopt in this Annual Digest are the following:—

1. A table of all cases distinctly overruled, and the cases by which they are overruled.
2. A similar table of cases before considered doubtful, but expressly confirmed.
3. A table of all the cases upon the statutes during the year.
4. A table of all the cases upon Rules of Court.
5. In the index of cases and these tables the subjects of the cases would be appended in brackets to the names.
6. A table of the New Rules issued during the year.

The advantages of such alterations will, we think, be palpable to every one. We should propose to publish this Digest about Christmas, and the first volume would contain the cases reported subsequent to the last edition of Harrison up to the commencement of Michaelmas Term of this year. As a work of this kind must be some time in preparation, we should be glad of the earliest communications of approval from the subscribers to the Verulam Society, or others who might wish to purchase this volume only of the publications of the Society.

Again, we have been informed that many fear to join lest they should incur responsibilities. We assure such that, according to the present arrangements, risk on their parts is *entirely avoided*. That was the objection started to the first plan, and it was so overwhelming that the scheme now in operation was framed, after much deliberation, purposely to escape the difficulty, and it is effected by making the members merely subscribers to specific publications, contributing a small sum, by way of entrance-fee, towards the preliminary expenses. They do not subscribe to any common fund; they merely agree to pay the publisher a certain sum per annum, which *he* undertakes to repay to them in books. Is it now sufficiently understood? If not, we will endeavour to make it more intelligible.

The following new members have been enrolled since our last publication:—

Willoughby, E. C. Sutton Coldfield,
Wilson and Turnbull, Messrs. Hartlepool,
Marsdon and Ianson, Messrs. Wakefield,
Helshurst, W. 137, Cheapside,
Hamp, Fred. Birkenhead,
Adams, W. H. Barrister-at-law, Boston,
Sharpins and Sweetman, Messrs. Beccles,
Markham, H. P. Northampton,
Faux, Gregory, Thetford,
Foster and Rogers, Messrs. Sleaford,
Burnham, George, Wellingborough,
Sherwood, John, Chichester,
Collinson, J. Doncaster,
Barrett, E. C. C. Bradford, Yorkshire,
Phelps, W. J. R. Newport, Monmouthshire,
Cowdell, W. Hinckley,
Chalk, C. Brighton,
Addenbrooke, H. Kingswinford.

PRACTICAL NOTES ON STATUTES.

No. XIII.

6 & 7 Vict. c. 73.

ATTORNEYS AND SOLICITORS ACT.

We present to our readers as early as possible a view of the cases upon this Act, although many others will doubtless arise, on account of their immediate interest to that branch of the Profession which is principally affected by them.

Repeal of former statutes.—The first section repeals the Acts mentioned in the schedule, "save and except so far as relates to any matters or things *done* at any time before the passing of this Act." By virtue of this exception, it has been held that a motion might be made after the passing of this statute, as to the costs of taxation, which had been obtained before it had passed, and the Court will, in such cases, exercise their discretion in depriving the attorney of costs, although one-sixth of the bill has not been taken off, if they think that the client was fairly warranted in having the bill taxed. (*Hodge* v. *Bird*, 13 L. J. 87, C. P.) But where a rule *nisi* for taxation had been obtained before the Act, Patteson, J. decided that the exception did not enable him to dispose of the rule according to the law in force at the time it was obtained, but only served to bring the matter before the Court, and that the provisions of the new statute were to be followed in disposing of the rule. (*Binns* v. *Hey*, 13 L. J. 28, Q. B.)

Examination and admission, annual certificate.—The rules which have been issued in pursuance of the enactments upon these subjects are to be found in 2 Law T. 42, 62, 339, 340, 341, and a few cases have already occurred upon them. It is clear that an attorney who has been admitted in one of the superior courts at Westminster may be admitted into any of the other superior courts upon production of the certificate of this admission to the Master, without motion. (*Ex parte Roberts*, 13 L. J. 151, Q. B.)

Under sec. 45, however, an application to admit and enrol an attorney of the county palatine of Durham as an attorney of the superior courts at Westminster may be made in court as well as at chambers, and, if the affidavit state that he has been admitted in the county palatine, a copy of the roll need not be produced. (*Ex parte Patrick*, 13 L. J. 90, Q. B.) The words "such duty as by law required" appear to mean nothing more than the fees of admission. (*Ib.*) The words "practising attorney or solicitor in England or Wales," in sec. 3, include a person admitted as an attorney of the Court of Great Sessions in Wales prior to the passing of the statute abolishing the separate jurisdiction of the principality of Wales (11 Geo. 4 & 1 Wm. 4, c. 70), and who has had his name entered on the roll in one of the superior courts at Westminster under section 16 of that Act, and such person may, therefore, take a clerk, and can make the affidavit required by sec. 8. (*Ex parte Davies*, 13 Law J. 146, Q. B.; 2 Law T. 346, and see pp. 154 & 175.)

The Court have intimated, that in future they will not relax the rules relating to the admission and re-admission. (2 Law T. 341.) In *Ex parte Holland* (5 D. P. C. 681), a clerk was allowed to send in his answers to the questions propounded by the examiners after the time appointed, when the delay had arisen from the negligence of his agent. But in the case of *Re Luke* (3 Law T. 138), the Court refused to re-admit an attorney earlier than the rules authorized, although the omission sought to be remedied had been entirely owing to the neglect of the town agent.

Admission to inferior courts.—It has at least in one instance been decided by Mr. Commissioner Pollock (see 2 Law T. 279), that sect. 27 does not entitle an attorney duly admitted in a superior court to practise in an insolvent court without express admission under 1 & 2 Vict. c. 110, s. 114. On this point we would refer our readers to a letter by Mr. Symons, in 2 Law T. 297. The real extent of sect. 27 will probably be determined in the next Term in the case of *Reg.* v. *The Mayor and Corporation of London*. (3 Law T. 80, 106, 202.) A *mandamus* has there been granted for the purpose of determining the important question, whether that section has had the effect of throwing open the Lord Mayor's Court. The continuance of all other close courts of a similar kind will probably depend upon the result of this case.

What bills are taxable.—Our readers are aware that the distinctions between business done in the courts of law and equity and other business has ceased to exist, and that now bills for "any business done by an attorney or solicitor" are liable to taxation. (Sect. 37.) These words are to be taken with the qualification that the business must have been connected with the profession of an attorney or solicitor, *i. e.* business in which the attorney or solicitor was employed *because* he happened to be such, or in which he would not have been employed if the relation of attorney or solicitor and client had not subsisted between him and his client. Accordingly, the bill of fees and charges of a steward of a manor, who happens to be a solicitor, but is employed only in his character as steward, for the purpose of preparing a surrender, admittance, &c. of a purchaser to lands holden of the manor, is not taxable. (*Allen* v. *Aldridge*, 2 Law T. 438; 13 L. J. 155, Ch.)

This decision is of the greater importance, as, by a subsequent proviso in the same section, the power to compel the delivery of bills, and the delivery up of deeds, documents, or papers, in the possession, custody, or power of an attorney or solicitor, is only made co-extensive with the power to tax; and under the same proviso it may be well questioned whether the Courts could now order a bill to be delivered which would not be taxed when it was delivered, on account of twelve months having elapsed since it was paid; in other words, whether the statute has not deprived them of that power to order a bill to be delivered, which by virtue of their general authority over their officers, they formerly asserted and exercised, independently of their right to tax. (*Clarkson* v. *Palmer*, 8 D. P. C. 87.)

When Taxable.—The only absolute bar to the taxation of a bill delivered or paid subsequent to the statute, is the expiration of twelve months after payment thereof, but special circumstances are necessary to obtain taxation after payment, verdict, or writ of inquiry, or the lapse of twelve months after delivery. But in cases of payment before the statute came into operation, there is a distinction between bills then taxable and bills not then taxable. In the former case, taxation may be obtained within twelve months of the payment, but in the latter no taxation can be obtained. The reason is that, before the statute, payment of a non-taxable bill would have precluded the client from contesting the amount of the charges, and the statute gives him no new power in this respect, whereas in a proper case a taxable bill might have been re-opened for taxation long after payment (*Horlock* v. *Smith*, 2 Myl. & Cr. 495); and, therefore, it may still be so, subject to the limitation under sect. 41. (*Re Lees*, 5 Beav. 410; 13 L. J. 151, Ch.; 2 Law T. 457.)

It may now be considered as settled, that a bill is not paid under this statute, by the mere delivery to the creditor of a negotiable instrument for the amount payable at a future day, on which it is duly honoured; but the twelve months begin to run only from the date of its being honoured. Left doubtful in *Ross* v. *Wilton* (2 Law T. 155; 13 L. J. 17, Q. B.); decided in *Sayer* v. *Wagstaff*, by the Master of the Rolls (2 Law T. 418; 13 L. J. 161, Ch.; 5 Beav. 115), and affirmed by the Lord Chancellor (3 Law T. 197) also held in *Ex parte Hutchings* (3 Law T. 165, in Q. B.) (*a*.)

There might, indeed, be special circumstances to make the delivery equivalent to payment, as if the creditor had agreed to take it as payment, or to take upon himself the risk of the note being paid, or facts from which such an agreement might be implied. (*Sayer* v. *Wagstaff*.) Perhaps the test might be, could the creditor, after the dishonour of the bill, sue upon the original consideration?

Special circumstances.—There have been some interesting decisions upon the construction of these words. The first was *Re Wilton* (2 Law T. 155; 13 L. J. 17, Q. B.). Patteson, J. considered that neither a charge for the expense of sending a man to Herne Bay to *subpœna* a witness, whose attendance it was necessary to obtain on a sudden, nor for a journey to Oxford to serve a writ, where all the other parties had been served, and there was great difficulty in getting at the defendant; nor the mere non-payment of fees due to a barrister or special pleader, were special circumstances to justify a reference for taxation after the bill had been delivered twelve months. In *Binns* v. *Hey* (2 Law T. 155; 13 L. J. 28, Q. B.), the same learned judge held certain circumstances which seemed to require explanation sufficiently "special," although he carefully avoided throwing any imputation of fraud or misconduct upon the attorney. In *Sayer* v. *Wagstaff* (2 Law T. 515; on appeal, 3, 197; 13 L. J. 161, Ch.), the question of special circumstances was considered at some length by the Master of the Rolls. He laid down that, after a settlement satisfactory at the time to each party, and payment, a bill should not be re-opened, unless some gross fraud upon the party paying should come to light; and he did not consider that charges beyond the fixed fees, shewn to be *bonâ fide* charges for business done—expenses fairly incurred for the benefit of the client—were *per se* "special circumstances" to justify a reference for taxation after payment; nor yet the mere fact of the pendency of the suit at the time of settlement. On this last point, however, Lord Lyndhurst expressed a contrary opinion, and on that ground affirmed the order of the Master of the Rolls, although he doubted if any of the charges, except that of two guineas for a clerk's attendance, were overcharges constituting special circumstances.

Who may Tax.—A mortgagor may obtain taxation of a bill of costs of his mortgagee's solicitor in relation to the mortgage and the sale of the mortgaged estate. (*Re Lees*, 2 Law T. 438, 457; 5 Beav. 410; 13 L. J. 151, Ch.) The application of a *cestui que trust* to refer a bill for taxation must be determined, save as to such special directions as may be thought necessary, according to the rules pointed out in sec. 37, if there has been no payment, and according to sec. 41, if there has been payment. (*Re Downes*, 2 Law T. 438; 13 L. J. 159, Ch.; 5 Beav. 425.) And the twelve months will run from the time of payment by the trustee, not from the time when the *cestui que trust* became acquainted with the fact. He may, however, obtain taxation as against his trustee, after twelve months have expired from the payment of the bill by the trustee, for there is nothing in the Act to deprive the Court of the power which they possessed before. (*Grove* v. *Sanson*, 1 Beav. 297.)

In *Re Downes*, the Master of the Rolls gave his opinion thus:—"It is supposed that there may be some hardship on third parties who are enabled to tax the bills within a limited time only, and may have had no notice of the payment till too late. Such cases may arise, and in them the statute does not give so much benefit as might perhaps be desired; but the case stands thus:—Before the Act came into operation, the *cestui que trust*, out of whose estate a solicitor's bill was to be paid, could not procure the bill to be taxed as against the solicitor directly, but he might impeach any improper or extravagant payment made by his trustee in discharge of the solicitor's bill, and might, as against the trustee, cause the solicitor's bill to be taxed. Under the Act, every remedy which the *cestui que trust* had against the trustee remains to him, and, besides that, he is entitled to ask for taxation against the solicitor directly, at any time before payment of the bill, or within twelve calendar months after payment."

The power given to third parties to obtain taxation does not, it seems, extend to a mere volunteer, who, under no previous liability, pays an attorney's or solicitor's bill. (*Re Becke and Flower*, 5 Beav. 406; 13 L. J. 157, Ch.)

Points of Practice.—An application to tax a solicitor's bill by petition is held to be made, if not at the time of the petition being presented, yet, at the latest, at the time when the order appointing the time for hearing the petition is signed, either by the judge to whom the petition is addressed, or by his officer, acting under his directions. (*Sayer* v. *Wagstaff*, 2 Law T. 418; 3, 197; 5 Beav. 415.) If a petition has been presented within a few days of the end of the year after payment, it will not be allowed to stand over, with liberty to amend, to a day after the expiration of the year, when it does not already shew a substantial case to justify the interference of the Court. (*Barwell* v. *Brooks*, 3 Law T. 121.)

After payment of a bill, an order for taxation is not to be obtained as of course even by a party liable to pay for the same. Under the Act, any party entitled to the order may obtain it as of course, and without special directions, within one month after delivery, and with such special directions as the Court may order to be imposed after the expiration of one month from the delivery, but not after verdict, writ of inquiry, or payment. In those cases a special order, made upon special cir- [illegible]

(*a*) We believe it was also decided in this case, that if, after payment on account of one bill, a second bill is delivered with an item of "balance due on former account," this is, in effect, a delivery of the first bill, and renders the whole liable to taxation, notwithstanding twelve months may have elapsed since the payments. (See 3 Law T. 198.)

cumstances, to be proved to the satisfaction of the Court, is required. (*Re Becke and Flower*, 5 Beav. 499; 13 L. J. 157, Ch.)

Upon a motion to tax an attorney's bill, the Court will not take notice of its contents unless they are verified by affidavit or the rule has been drawn up on reading the bill. (*Re Wilton*, 13 L. J. 17, Q. B.)

Costs.—In one important point the statute has altered the practice as to costs. Formerly, the client who applied for taxation a month after the delivery of a bill, and after action brought upon it, was held not entitled to costs of taxation, although more than one-sixth was taken off (*Harbin* v. *Miles*, 9 B. & C. 755); but now the costs must abide the event of taxation. *Re Woollett* (2 Law T. 331; 1 Dowl. & Lowndes, 593), it seems, however, that the officer may certify any special grounds for departing from this general rule, and the judges may order accordingly. (*Ibid.*)

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

A Treatise upon the Law, Privileges, Proceedings, and Usage of Parliament. By THOMAS ERSKINE MAY, Esq. Barrister-at-Law, Assistant Librarian of the House of Commons. London, 1844. C. Knight and Co.

THE latest work upon this subject was the learned one of Mr. HATSELL, the last edition of which appeared so long since as the year 1818. But the subsequent period has been fruitful in debate and precedent, orders and resolutions, which not only justify the publication of a new treatise on the Law of Parliament, but have for a long time made it one of the *desiderata* of the library of the lawyer and the politician.

And Mr. MAY appears to have well performed the onerous task he had imposed upon himself. He is less verbose and less tediously minute than his predecessor; but he is no less accurate in research, and doubtless will become a standing authority upon the subject of which he treats.

His plan is to separate the various classes of proceedings, and then, to set forth of each one in succession, first, the rules or principles; secondly, the authorities, if any be applicable; thirdly, the particular precedents in illustration of the practice. These precedents have, for the most part, been taken from the Journals of the last twenty-five years in the House of Commons. But as those of the House of Lords have not been before collected in any work, no limitation of time has been observed in their collection.

Resolved to begin with the beginning, Mr. MAY opens with a review of the constitution, powers, and privileges of Parliament, to the investigation of which the first book is devoted. In successive chapters, he discourses of the constituent parts of Parliament, with incidental reference to their ancient history and constitution; of the power and jurisdiction of the collective Parliament, and of each of its constituent parts; then of its privileges, and the different punishments inflicted by the two Houses for breaches of them; then of the privileges of freedom of speech, freedom from arrest or molestation; and, lastly, of the jurisdiction of the courts of law in matters of privilege. The *second* book exhibits the *Practice and Proceedings of Parliament*, from its assembling to its prorogation or dissolution, describing such matters as rules of debate, divisions, committees, witnesses, conferences, petitions, accounts, supplies, controverted elections, impeachment, and so forth, which may be read with advantage by others than lawyers or M.P.'s. The *third* book will be most interesting to the Profession, for the subject of that is *The Manner of passing Private Bills*. The utility of this portion of the volume will appear from a brief analysis of its contents.

Mr. MAY first defines the distinctive character of Private Bills, and takes a preliminary view of the proceedings of Parliament in passing them. Thence he reviews the conditions to be observed by parties before they are introduced; the notices and deposit of plans, &c. the estimates, and subscription contracts. Next come the proceedings to be observed when they are introduced, with the rules, orders, and practice applicable to each stage of such Bills in succession, and to particular classes of Bills. Then, the course of proceedings in the Lords upon Private Bills sent from the Commons; the rules, orders, and course of proceedings there when the Bill is first brought into that House, and the proceedings of the Commons upon such Bills brought from the Lords. And, finally, he treats in a distinct chapter of the fees payable by the parties promoting or opposing Private Bills, with the costs of parliamentary agents and others. An extensive index affords easy reference to any portion of the multifarious contents it may be desired to consult.

Such is an outline of this valuable treatise; and, as is our wont, we must now gather some passages to shew the author's treatment of his subject. By way of variety, we will take from the historical portion of the work an instructive sketch of the constitution of

THE HOUSE OF LORDS.

"1. *Lords Spiritual.*—II. The lords spiritual and temporal sit together and jointly constitute the House of Lords, which is the second branch of the legislature in rank and dignity. The lords spiritual are the archbishops and bishops of the Protestant Established Church of England and four representative bishops of the Church of Ireland. Before the Conquest the lords spiritual held a prominent place in the great Saxon councils, which they retained in the councils of the Norman kings; but the right by which they have always held a place in Parliament has not been agreed upon by the constitutional writers. In the Saxon times there is no doubt that they sat, as bishops, by virtue of their ecclesiastical office; but according to Selden, William the Conqueror, in the fourth year of his reign, first brought the bishops and abbots under the tenure by barony; (*a*) and Blackstone, adopting the same view, states that 'William the Conqueror thought proper to change the spiritual tenure of frank-almoign, or free alms, under which the bishops held their lands under the Saxon government, into the feudal or Norman tenure by barony; and in right of succession to those baronies, which were unalienable from their respective dignities, the bishops and abbots were allowed their seats in the House of Lords.' (*b*) Lord Hale was of opinion that the bishops sit by usage; and Mr. Hallam maintains that the bishops of William the Conqueror were entitled to sit in his councils by the general custom of Europe, which invited the superior ecclesiastics to such offices, and by the common law of England, which the Conquest did not overturn (*c*) Another view of the question is, that before the dissolution of the monasteries, the mitred abbots had a seat in Parliament solely by virtue of their tenures as barons; but that the bishops sat in a double capacity, as bishops and as barons. (*d*) Their presence in Parliament, however, has been uninterrupted, whatever changes may have been effected in the nature of their tenure.

"There are two archbishops (of York and Canterbury) and twenty-four bishops of the Church of England, who have seats in Parliament. (*e*) To these were added four bishops of the Church of Ireland, on the union of that country with Great Britain, who sit by rotation of sessions, and represent the whole episcopal body of Ireland in Parliament. (*f*) Of these four lords spiritual, an archbishop of the Church of Ireland is always one.

"2. *Lords Temporal. Dukes.*—The lords temporal are divided into dukes, marquesses, earls, viscounts and barons, whose titles are of different degrees of antiquity and honour. The title of duke, though first in rank, is by no means the most ancient in this country. It was a feudal title of high dignity in all parts of Europe, in very early times, and among the Saxons, *duces* (or leaders) are frequently mentioned; but the title was first conferred after the Conquest by Edward III. upon his son Edward the Black Prince, whom he created Duke of Cornwall. (*g*) Before that time the title had often been used as synonymous with that of count.

"*Marquesses.*—Marquesses were originally lords of the marches or borders, and derived their title from the offices held by them. In the German empire, the counts or *graves* of those provinces which were on the frontiers had the titles of *marchio* and *marggravius* in Latin; of *markgraf* in German, and *marchese* in Italian. In England similar offices and titles were anciently enjoyed without being attached to any distinct dignity in the peerage. The noblemen who governed the provinces on the borders of Wales and Scotland were called *marchiones*, and claimed certain privileges by virtue of their office; but the earliest creation of marquess as a title of honour, was in the ninth year of Richard II. Robert De Vere, Earl of Oxford, was then created Marquess of Dublin, for life, and the rank assigned to him in Parliament by right of this new dignity, was immediately after the dukes, and before the earls. (*h*) In the same reign John Earl of Somerset was created Marquess of Dorset, but was deprived of the title by Henry IV. In the fourth year of the latter reign the Parliament prayed the king to restore this dignity, but the Earl begged to decline its acceptance, because the name was so strange in this kingdom. (*i*)

"*Earls.*—The title of Earl in England is equivalent to that of *comes* or count in other countries of Europe. Amongst the Saxons there were *ealdormen* to whom the government of provinces was committed, but whose titles were official and not hereditary. (*k*) That title was often used by writers indifferently with *comes*, on account of the similarity of character and dignity denoted by those names. When the Danes had gained ascendancy in England, the ancient Danish title of *eorle*, which indicated a similar dignity, was gradually substituted for that of *ealdorman*. At the Norman Conquest the title of eorle or earl was in universal use, and was so high a dignity that in the earliest charters of William the Conqueror he styles himself in Latin, 'Princeps Normannorum,' and in Saxon, Eorle or Earl of Normandy. (*l*) After the Conquest the Norman name of count distinguished the noblemen who enjoyed this dignity; from whence the shires committed to their charge have ever since been called counties. (*m*) In the course of time the original title of earl was revived, but their wives and peeresses of that rank in their own right, have always retained the French name of countesses.

"*Viscounts.*—Between the dignities of earl and baron no rank intervened, in England, until the reign of Henry VI.; but in France the title of viscount, as subordinate to that of count, was very ancient. The great counts of that kingdom holding large territories in feudal sovereignty, appointed governors of parts of their possessions, who were called viscounts, or *vicecomites*. These, either by feudal gift, or by usurpation, often obtained an inheritance in the districts confided to them, and transmitted the lands and dignity to their posterity. (*n*) In England, the title of viscount was first conferred upon John Beaumont, Viscount Beaumont, by Henry VI. in the eighteenth year of his reign; and a place was assigned to him in Parliament, the council, and other assemblies, above all the barons. (*o*) The French origin of this dignity was exemplified immediately afterwards by the grant of the viscounty of Beaumont, in France, to the same person, by King Henry, who then styled himself king of France and England. The rank and precedence of a viscount were more distinctly defined by patent, in the 23rd of Henry VI. to be above the heirs and sons of earls, and immediately after the earls themselves.

"*Barons.*—Barons are often mentioned in the councils of the Saxon kings, and in the laws of Edward the Confessor were classed with the archbishops, bishops, and earls; but the name bore different significations, and no distinct dignity was annexed to it, as in later times. After the Conquest every dignity was attached to the possession of lands, which were held immediately of the king, subject to feudal services. The lands which were granted by William the Conqueror to his followers descended to their posterity, who, by virtue of the baronies held by them, were ennobled by the dignity of baron. By the feudal system, every tenant was bound to attend the court of his immediate superior, and hence the barons, being tenants *in capite* of the king, were entitled to attend the king's court or council; but, although their presence at the king's council was part of the conditions of their tenure, they received writs of summons from the king, when their attendance was required. At length, when the lands became subdivided, and the king's tenants were consequently more numerous and poor, they were separated into greater and lesser barons; of whom the former continued to receive particular writs of summons from the king, and the latter only a general summons through the sheriffs. The feudal tenure of the baronies afterwards became unnecessary to create the dignity of a baron, and the king's writ or patent alone conferred the dignity and the seat in Parliament. The condition of the lesser barons, after their separation from their more powerful brethren, will be presently explained.

"*Representative peers of Scotland.*—On the union of Scotland, in 1707, the Scottish peers were not admitted, as a class, to seats in the British Parliament; but they elect, for each Parliament, sixteen representatives from their own body; who must be descended from ancestors who were peers at the time of the union.

"*Representative peers of Ireland.*—Under the Act for the legislative union with Ireland, which came into operation in 1801, the Irish peers elect twenty-eight representatives for life from the peerage of

(*a*) 1 Tit. of Hon. part 2, s. 20.
(*b*) 1 Comm. p. 156.
(*c*) Middle Ages, vol. iii. pp. 6, 7.
(*d*) Hody's Treatise on Convocations, p. 126.
(*e*) The Bishop of Sodor and Man has no seat in Parliament.
(*f*) 39 & 40 Geo. 3, c. 67 (Act of Union, art. 4); 40 Geo. 3 (Irish), c. 29; 3 & 4 Wm. 4, c. 37, ss. 51, 52.
(*g*) Seld. Tit. of Hon. part 2, ss. 9, 29, &c.
(*h*) Ib. s. 47.
(*i*) 3 Rot. Parl. 488.
(*k*) Spelman, on Feuds and Tenures, p. 13. Rep. on Dignity of the Peerage, 1820, p. 17.
(*l*) Seld. Tit. Hon. part 2, s. 2.
(*m*) 3 Rep. on Dignity of the Peerage, 86.
(*n*) Seld. Tit. of Hon. part 2, s. 19.
(*o*) Seld. Tit. of Hon. part 2, s. 20.

Ireland. The power of the Queen to add to the number of Irish peers is subject to limitation: she may make promotions in the peerage at all times; but she can only create a new Irish peer whenever three of the peerages of Ireland, which were in existence, at the time of the union, have become extinct. But if it should happen that the number of Irish peers—exclusive of those holding any peerage of the United Kingdom, which entitles them to an hereditary seat in the House of Lords—should be reduced to one hundred; then one new Irish peerage may be created as often as one becomes extinct, or whenever an Irish peer becomes entitled, by descent or creation, to an hereditary seat in the Imperial Parliament; the true intent and meaning of that article of union being to keep up the Irish peerage to the number of one hundred. (*p*)

"These, then, are the component parts of the House of Lords, of whom all peers and lords of Parliament, whatever may be their title, have equal voice in Parliament; but none are permitted to sit in the house until they are twenty-one years of age. (*q*)

"*Lords Spiritual and Temporal form one body.*—The two estates of lords spiritual and lords temporal, thus constituted, may originally have had an equal voice in all matters deliberated upon, and had separate places for their discussion; but at a very early period they are found to constitute one assembly; and, for many centuries past, though retaining their distinct character and denominations, they have been, practically, but one estate of the realm. Thus the Act of Uniformity, 1 Eliz. c. 2, was passed by the Queen, the lords temporal, and the commons; for all the lords spiritual dissented, and their names were omitted from the Act. The lords temporal are the hereditary peers of the realm, but the bishops are only lords of Parliament. (*r*) Their votes are intermixed, and the joint majority of the members of both estates determine every question; but they sit apart, on separate benches, the place assigned to the lords spiritual being the upper part of the house, on the right hand of the throne.

"The House of Lords, in the aggregate, is now composed of 429 members, who are distributed in their different classes, in the following manner:—

"Lords Spiritual:
2 archbishops (Canterbury and York).
24 English bishops.
4 Irish representative bishops.

Total 30

"Lords Temporal:
2 dukes of the blood royal.
20 dukes.
20 marquesses.
115 earls.
21 viscounts.
207 barons.
16 representative peers of Scotland.
28 representative peers of Ireland.

Total 429"

To exhibit his more strictly legal writing, take, first, his

DEFINITION OF PRIVATE BILLS.

"Every Bill for the particular interest or benefit of any person or persons is treated, in Parliament, as a private Bill. Whether it be for the interest of an individual, a public company or corporation, a parish, a city, a county, or other locality;(*s*) it is equally distinguished from a measure of national import, in which the whole community are interested. This distinction is the better defined by the solicitation of the parties themselves · Bills in which their interests are concerned; as, by the standing orders of both Houses, all private Bills are required to be brought in upon petition;(*t*) and the payment of fees is an indispensable condition to their progress."

And then, from the next chapter, on the conditions to be observed by parties before Private Bills are introduced, these instructions relating to the

PRELIMINARY CONDITIONS TO PRIVATE BILLS.

"*Preliminary Conditions required by both Houses.*—In order to give due notice to the public generally, and to all parties who may be interested in private Bills of a local or general character and operation, Parliament has ordered certain public and personal notices to be given of intended applications for leave to introduce such Bills, and has rendered compulsory the compliance with other preliminary conditions, which must be separately proved in either House. The standing orders of the Lords and Commons in reference to these preliminaries are now so much assimilated, that it will be most convenient to bring them together in this chapter, by which much needless repetion will be avoided; the slight variations which still exist in the standing orders of the two Houses will be more distinctly pointed out, and the attention of parties directed to them at the proper time.

"*Notices.*—The Bills concerning which notices are required, have been divided into the three following classes by the standing orders of both Houses:—

1st Class.—Burial ground, making, maintaining, or altering.
Church or chapel, building, enlarging, repairing, or maintaining.
City or town, paving, lighting, watching, cleansing, or improving.
Crown, church, or corporation property, or property held in trust for public or charitable purposes.
Fishery, making, maintaining, or improving.
Land, inclosing, draining, or improving.
Market, or market-place.
Local court, constituting.
Market, or market-place, erecting, improving, repairing, maintaining, or regulating.
Poor, maintaining, or employing.
Poor rate.
Stipendiary magistrate, or any public officer, payment of, if not out of county rate.

2nd Class.—Making, maintaining, varying, extending, or enlarging any

Aqueduct	Ferry	Reservoir
Archway	Harbour	Tunnel
Bridge	Navigation	Turnpike road
Canal	Pier	Waterwork.
Cut	Port	
Dock	Railway	

3rd Class.—Continuing or amending an Act passed for any of the purposes included in this or the two preceding classes, where no further work than such as was authorized by a former Act is proposed to be made.
Company, incorporating or giving powers to.
County rate.
County or shire hall, court house.
Gaol or house of correction.
Letters patent, confirming, prolonging, or transferring the term of.
Powers to sue and be sued, conferring.
Stipendiary magistrate, or any public officer, payment of, if out of county rate.

"In reference to all these Bills, the standing orders of both Houses require,—

"*Notices, how and when published. Receipt of Printer.*—'That notices be published in three successive weeks in the months of October and November, or either of them, immediately preceding the session of Parliament in which application for the Bill shall be made, in the London, Edinburgh, or Dublin *Gazette*, as the case may be, and in some one and the same newspaper of the county in which the city, town, or lands to which such Bill relates shall be situate; or if there be no newspaper published therein, then in the newspaper of some county adjoining or near there to; or if such Bill do not relate to any particular city, town, or lands, in the London, Edinburgh, or Dublin *Gazette* only, as the case may be.' The Commons also order, 'That all notices required to be inserted in the London, Edinburgh, or Dublin *Gazette*, be delivered at the office of the *Gazette* in which the insertion is required to be made, during the usual office hours, at least two clear days previous to the publication of the *Gazette*, and that the receipt of the printer for such notice shall be proof of its due delivery.'

"It is also ordered by both Houses,—

"*Intention to take Lands or levy or alter Tolls to be stated.*—'That if it be the intention of the parties applying for leave to bring in a Bill to obtain powers for the compulsory purchase of lands or houses, or to levy any tolls, rates, or duties, or to alter any existing tolls, rates, or duties, or to confer, vary, or extinguish any exemptions from payment of tolls, rates, or duties, or any other rights or privileges, the notices shall specify such intention.'

"*Application to Owners, &c.*—'That on or before the 31st day of December immediately preceding the application for a Bill by which any lands or houses are intended to be taken, or an extension of the time granted by any former Act for that purpose is sought, application in writing(*u*) be made to the owners or reputed owners, lessees or reputed lessees, and occupiers, either by delivering the same personally, or by leaving the same at their usual place of abode, or in their absence from the United Kingdom, with their agents respectively, of which application having been duly made, the production of a written acknowledgment by the party applied to of the receipt of such application, shall be sufficient evidence, in the absence of other proof, of the same having been duly delivered or left as aforesaid; and that separate lists be made of the names of such owners, lessees, and occupiers, distinguishing which of them have assented, dissented, or are neuter in respect thereto.'

"In addition to these notices applicable to Bills of all the classes, there are other orders specially relating to Bills of each separate class, and to particular Bills included in each class."

(*p*) Fourth art. of Union.

(*q*) Lords' S. O. No. 98.

(*r*) See Lords' S. O. No. 44. "It would be resolved what privilege noblemen and peers have, betwixt which this difference is to be observed, that bishops are only lords of Parliament, but not peers, for they are not of trial by nobility."

(*s*) See 2 Hats. 281—288. A Bill for the benefit of three counties has been held to be a private Bill.

(*t*) Exceptions are given to this rule in the latter part of the work.

(*u*) For Bills of the second class, the form of application is given in the Appendix to the Standing Orders.

The Arithmetic of Annuities and Life Assurance, or Compound Interest Simplified, &c. &c. By Edward Baylis, Actuary to the Anchor Life Assurance Company. London, Longman and Co. 1844.

This is a very useful volume. It is not so abstruse as the profoundly scientific Treatises on Probabilities, by Price, Morgan, Bailey, Milne, Gomperts, and De Morgan, nor is it so superficial as the multitude that profess to instruct in the calculation of uncertain interest, but from which nothing practical can be gleaned. Mr. Baylis's volume may be deemed rather as an introduction to the more elaborate treatises, and it is composed with a view to enabling those who are not very learned mathematicians to make such calculations for themselves.

But he adds to his instructions how to work the problems, many elaborate tables of the results, which will enable almost all the ordinary questions as to the values of annuities, insurances, and contingent interests, to be ascertained without the tedious process of calculation.

This is not a book from which an extract can be made; but Mr. Baylis throws out a hint for the abolition of pauperism, which has at least the merit of ingenuity. He suggests, that if every parent were compelled to pay to the state 14s. 3d. per annum for each child from its birth, and afterwards, on attaining maturity, from his own labour, a competency could be secured for his old age.

We can recommend this volume to all who feel an interest in its subject.

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

The public securities have to-day been buoyant, and we quote a further slight improvement in the rates, Consols being 98⅝ to ⅞. The Reduced Three-and-a-Half per Cents. have realized 101⅞ to 102⅛, and the New for Special Transfer 102⅛. The Three per Cents. are 99 to ⅛. Bank Stock is quiet at 197½. Exchequer Bills realize 73s. to 75s. premium.

The Foreign market is also rather more active. Spanish Five per Cents. have been steady at 23½ to 23⅝, and the Three per Cents. at 34⅞ to ⅞, and up to 35 for time. Mexican are also rather dearer, 34⅝ to ⅞ for the Actives, and 14⅝ for the Deferred. Colombian are 12¾ to 13, Peruvian 26½ to 27, and Brazilian New 79. Portuguese Converted Stock is at 47. Belgian are supported at 104 to 104¼, and Dutch Two-and-a-Half per Cents. have risen to 61¾ and 62.

For Railway Shares the inquiry is not active; but full rates are asked. Great Western are 46; Birmingham, 119 to 120; and South-Western, Eights, 3½ to ⅝ premium. Eastern Counties are 11½ discount; and North Midland, 6¼ discount. Orleans and Bordeaux have improved to 1⅛ and 1½ premium; and Paris and Orleans to 18⅝ to ¾ premium.

Public Sales.

By Messrs. SHUTTLEWORTH and SONS.

A freehold estate, comprising Sand Beach Farm, situate in the parish of Bradwell juxta Mare, Essex, comprising a farm cottage, four rick-yards, &c. and 150a. 0r. 6p. of corn and pasture land—4,450*l*.

A family residence, with offices, gardens, pleasure-grounds, and land, comprising about 15 acres, situate on the west side of Stamford-hill—1,550*l*.

A copyhold estate, comprising Poplar House, with lawns, pleasure-grounds, fish-pond, shrubbery walks, gardens, and meadow land, comprising in the whole upwards of six acres, situate at West End, Hampstead—1,750*l*.

A leasehold property, comprising three houses, Nos. 18, 19, and 20, Cross-street, Islington, let at 57*l*. 10s.; held for 29½ years at 10*l*. 10s. per annum—390*l*.

A policy for 2,000*l*. effected with the Argus the 30th of June, 1837, on the life of a gentleman now in the 47th year of his age; annual premium 53*l*. 15s.—120*l*.

By Mr. FOSTER and SON.

A house, with workshops in the rear, No. 8, Percival-street, Clerkenwell; held for 35 years at a ground-rent of 8*l*. per annum—380 gs.

A leasehold estate, consisting of a stock of workshops, situate in Ridinghouse-lane, Great Portland-street; held for 54 years from October last, at a ground-rent of 20*l*. per annum; let at rents amounting to 119*l*. per annum—270*l*.

A superior residence, with detached offices, conservatory, and pleasure-grounds, situate No. 1, Abbey-road, St. John's-

wood; held for 99 years from Sept. 29, 1817, at a ground-rent of 82*l.* 7s. per annum—3,370*l.*

A freehold farm, called Roots and Fine Ashes, situated in the parish of Magdalen Laver, in Essex, containing 93a. 2r. 1p. with a residence, farm-buildings, garden, and premises; one portion of the land-tax is redeemed; land-tax charged 5*l.* 8s. per annum—2,850*l.*

A profit rent of 35*l.* per annum for 17 years, arising from a house, No. 67, Edgware-road, 310*l.* A ditto of 22*l.* 15s. for 17 years, arising from a house, No. 69, Edgware-road—360*l.*

By Mr. MOORE.

A house, with garden, No. 1, Sun Tavern-fields, St. George's East, let at 24*l.* per annum, held for 48½ years, at 5*l.* per annum—170*l.*

An annuity of 13*l.* 10s. granted for 60 years, from September 1826, on five lives, one of whom is dead, and secured upon four houses in Waterloo-road and Duke-street—135*l.*

A house, No. 100, York-street, Commercial-road East, let at 22*l.* per annum; held for 42½ years at 5*l.* per annum—160*l.*

Five 25*l.* shares in the North and South Shields Shipping Company (all paid up)—95*l.*

A copyhold house, No. 34, Collingwood-street, Cambridge-heath-road—100*l.*

A house, No. 24, Wathey-street, St. George's East, let at 20*l.* per annum; held for 53 years, at 8*l.* per annum—95*l.*

A ditto, No. 16—105*l.* A ditto, No. 17—165*l.*

A house, No. 4, Berners-street, Commercial-road; also, two ground-rents of 3*l.* each, arising from Nos. 2 and 3; held for 57½ years, at 11*l.* 11s. per annum—185*l.*

Three tenements, Nos. 7 and 8, Charles-street, and one in the rear, held for 57½ years at the ground-rent of 3*l.* per annum—115*l.*

Three houses, Nos. 7, 8, and 9, John-street, St. George's East, let at 44*l.* 17s.; held for 33 years at 12*l.* 12s. per annum—120*l.*

Forty 5*l.* shares in the Licensed Victuallers' and General Fire and Life Assurance Company; 1*l.* per share has been paid—44*l.* 10s.

A free public-house, known by the sign of the Coopers' Arms, situate in Russell-street, Bermondsey, let for 22 years at 20*l.* per annum; also, a house and shop, No. 5, let at 20*l.* 10s.; and three houses in the rear, held for 51½ years at a ground-rent of 20*l.* per annum; the rates are about 4*l.* 14s. on the four houses—720*l.*

A house, No. 115, Lucas-street, Commercial-road, held for 47½ years, at 5*l.* per annum—265*l.*

A ditto, No. 114, ditto—135*l.*

Two ditto, Nos. 112 and 113, ditto—280*l.*

Two ditto, Nos. 110 and 111, ditto—300*l.*

A house, No. 95, Lucas-street, held for 47½ years, at a peppercorn rent—145*l.*

A house, No. 94, held for the same term—140*l.*

A ditto, No. 93, ditto—140*l.* A ditto, No. 92½—135*l.*

Two houses, Nos. 91 and 92, Lucas-street, held for 47½ years, at 5*l.* per annum for each house 285*l.*

Two ditto, Nos. 89 and 90, ditto—205*l.*

A house, No. 88, held for 47½ years, at a peppercorn rent—205*l.* A ditto, No. 87, ditto—225*l.*

A ditto, No. 86 220*l.* A ditto, No. 85—210*l.*

Two ditto, Nos. 83 and 84, ditto—410*l.*

A house, No. 77, Lucas-street, held for 47½ years, at 6*l.* per annum—120*l.*

A ditto, No. 76, ditto—125*l.* Two ditto, 74 and 75—245*l.*

A house, No. 73—120*l.*

Four ditto, Nos. 69 to 72, Lucas-street, let at 84*l.* held for 47½ years, at 24*l.* per annum—500*l.*

A house, No. 68, Lucas-street, held for the same term, at 4*l.* per annum—145*l.*

A ditto, No. 67, ditto—145.

Sum total for the 31 houses in Lucas-street, Commercial-road East—4,770*l.*

By Messrs. DANIEL, SMITH, and SON.

The freehold residence and estate of Dangstein, in Sussex, on the borders of Hants, between the towns of Petersfield and Midhurst, which, as an elegant and truly classical specimen of Grecian architecture, can scarcely be surpassed in a building of a moderate scale, encircled by a compact little domain of about 156a.—15,700*l.*

Freehold land, with a small part copyhold, in the parish of Edmonton, offered in five lots, as follows, viz.:

An inclosure of freehold and tithe-free arable land, known as Langhedge, containing 8a. 3r. 4p.—1,040*l.*

Two meadows, with three cottages and gardens, comprising together about 6a. 1r. 21p. opposite the Angel Inn—700*l.*

A freehold meadow adjoining, containing 4a. 2r. 23p.—460*l.*

A ditto adjoining, containing 9a. 1r. 2p.—790*l.*

A parcel of tithe-free marsh land, situate on the river Lea, containing 8a. 3r. 2p. three roods of which are copyhold 490*l.*

A freehold estate, in Surrey, on the borders of Berks, comprising a family residence, with lawn, garden, offices, coach-house, &c. situate on an eminence, in the parish of Windlesham, near the church; also, several parcels of grass, arable, and wood lands partly adjoining and opposite the residence, containing in all 16a. 1r. 14p.—[illegible],220*l.*

A freehold garden, situated near the preceding lot, containing three-quarters of an acre—80*l.*

An inclosure of freehold meadow land, containing 1a. 3r. 3p.—250*l.*

Four pieces of freehold meadow land, known as the Monships, near the above, containing 7a. 2r. 17p. in a ring fence—800*l.*

A freehold meadow adjoining, known as Studhalls, containing 2a. 1r. 26p.—115*l.*

A ditto, known as Strandways, containing 1a. 2r. 27p.—68*l.*

A freehold old inclosure of arable land, near the above, known as Kettle-field, containing 7a. 1r. 8p.—288*l.*

A freehold plantation at Lane-end, adjoining the road from Bagshot to Guildford, containing 4a. 1r. 29p.—135*l.*

A copyhold meadow, near the residence and Pucknell's-lane, known as Rapley's, containing 2a. 2r. 2p.—120*l.*

By Mr. BARNES.

The Oat Sheaf Inn and premises, situate at the junction of the four roads leading from Farnham to Reading, Hants, with garden, containing in all 1a. 2r. 11p.; the property is freehold—820*l.*

A freehold residence, near the above, with 3a. 27p. of land [illegible] ing, in all 3a. 2r. 28p.—820*l.*

A freehold meadow of grass land adjoining Booth Cottage, containing 6a. 1r. 29p.—80*l.*

Booth Farm, situate near Rood Bridge, a freehold estate, comprising 67a. 2r. 10p. of land—570*l.*

A freehold double cottage, garden, land, and ornamental plantation at Elvetham, near Harford-bridge, containing in the whole 7a. 0r. 22p.—185*l.*

Park Cottage, Elvetham, a freehold villa residence, with offices, house, and garden—680*l.*

A freehold cottage near Harford-bridge—85*l.*

A freehold cottage, situate on Sam Pit Common, Rotherwick—80*l.*

Two copyhold cottages, garden, and land, in all 4a. 3r. 5p.—155*l.*

Copyhold land, facing the Oat Sheaf Inn, containing 2a. 2r. 33p.—85*l.*

One acre of copyhold land, near Booth Farm—60*l.*

A copyhold estate, adjoining the preceding, comprising Ash Cottage and 7 acres of land—95*l.*

A freehold house, No. 7, Hemlock-court, Carey-street, Lincoln's-inn; let at 26*l.* a year—310*l.*

A freehold property, comprising 21a. 1r. 10p. of fresh marsh-land, with a cottage, cow-shed, and garden; situate near Chatham Dockyard, Kent, together with about 55 acres of salt marsh-land, separated only by the Creek—1,650*l.*

By Messrs. MUSGROVE and GADSDEN, at the Mart.

A freehold estate, situate at Lady Woolton's-green and Monastery-street, Canterbury. It consists of all those extensive premises, formerly the north-eastern tower of the ancient monastery of St. Augustine, now used as a brewery; also, the Old Palace public house adjoining, occupying altogether 1½ acres of ground; it is extra-parochial, and subject to a land-tax of 20s. a year, and to a fee-farm rent of 4*l.* per annum—2,020*l.*

Seven copyhold houses and a piece of ground, being all the houses in Ball's-yard, Stepney, of the annual value of 80*l.*—640*l.*

A bond debt of 1,225*l.* bearing date 1st March, 1838, under the hand and seal of Ferdinand Faithful, of Headley, Surrey—650*l.*

The remaining freehold and copyhold lands of the late Mr. Joseph Hemes, consisting of fourteen pieces of freehold and copyhold land, at Inner Mead Marsh, of about two acres—420*l.*

Two houses, Nos. 2 and 4, York-place, Kingsland-road; held for 18½ years, at 4*l.* 10s per annum each—350*l.*

A residence, No. 20, Upper Market-street, Woolwich; held for 45 years, at a ground-rent of 1*l.* 10s. per annum—125*l.*

By Mr. ROBERTS.

A freehold house, No. 5, Ormond-row, Richmond, let at 28*l.* per annum—480*l.*

A freehold residence, situate in the village of Acton, Middlesex—500*l.*

Freehold premises, being No. 16, Castle-steeet, Long-acre, let at 36*l.* per annum—515*l.*

By Mr. SINGLE, at Garraway's

A freehold estate, land-tax redeemed, comprising 2a. 3r. 10p. situate at Oak of Honor-hill, Camberwell, Surrey—800*l.*

By Mr. THOMAS COMPTON.

A residence, with gardens, situate in the village of Southgate, Edmonton; held under a lease, which expires at Lady-day, 1864, at a ground-rent of 8*l.* 8s. per annum—185*l.*

The business premises, known as Gotha House, situate Nos. 78 and 79, Westminster-bridge road; held under three leases, expiring June, 1857, September, 1860, and Midsummer-day, 1852—100*l.*

By Messrs. HOGGART and NORTON.

A freehold estate and manor, comprising the ancient residence of Buckland-house, offices and gardens, agricultural buildings, and numerous cottages; the whole lying within a ring-fence, and containing altogether 361a. 2r. 4p. of arable, old meadow, and wood land of park-like appearance—14,800*l.*

A freehold and part copyhold estate, situate near Billericay, Essex, partly land-tax redeemed, comprising the manor of Ramsden Crays, the Ramsden Bell House and Tile Hall farms, also the Three Asp farm; the whole containing about 615 acres, of the value of 850*l.* per annum—17,500*l.*

Leasehold premises, situate in the Holloway-road, Islington, comprising stabling for 57 horses, and servants' rooms over, coach-houses, dwelling-house, and offices; house, situate No. 1, Pleasant-place, is held for 68½ years from Midsummer, 1835, at a rental of 42*l.* per annum, and the remainder of the premises are held for 69 years from Lady-day, 1835, at a peppercorn—2,520*l.*

By Messrs. VENTOM and HUGHES.

The freehold premises No. 1, Wellington-street, London-bridge, held for 13½ years at 250*l.* per annum, for which 1,000*l.* premium was paid out—[illegible]0*l.*

Two freehold houses, Nos. 2 and 3, Spencer-street, Shoreditch, let at 87*l.* 16s., land-tax redeemed—325*l.*

A copyhold residence, No. 25, Stepney-green, subject to a fine of 10d. and a quit-rent of 4d.—430*l.*

By Mr. HAMMOND.

An extensive warehouse, being No. 50, Upper Thames-street, in the occupation of the Rotherham Iron Company; held for 59 years unexpired, at a ground-rent of 35*l.* per annum, let at 100*l* per annum—850*l.*

A house and shop, No. 4, Robert's-place, Commercial-road East; held for 69 years from September, 1842, at a ground-rent of 6*l.* per annum—600*l.*

A ditto, No. 5, let at 50*l.* per annum—550*l.*

A ditto, No. 6—550*l.*

A leasehold estate, situate No. 289, Strand, comprising business premises, with family residence, let at 70*l.* per annum, held under Magdalen College, Oxford, for 30 years from 6th December, 1840, renewable every ten years at a moderate fine, and 11*l.* 4s. per annum—370*l.*

A freehold house, No. 3, West-street, Holborn, let at 23*l.* 8s. per annum—265*l.*

The business premises, No. 22, Tavistock-street, Covent-garden, and premises at the rear, held for 72 years at 62*l.* per annum—95*l.*

By Mr. DANIEL CRONIN, at Garraway's.

The lease of the Queen's Head, at Finchley, Middlesex, with stables, coach-houses, pleasure and kitchen gardens, about 1½ acres; also connected with the property are five fields of pasture land, comprehending together about 23 acres; the house and premises are held for 14 years, at 63*l.* per annum; the field in the rear is used for cricket-matches, &c. together with a field in Hendon, comprising about 12 acres, are held of the rector at 43*l.* per annum; two fields adjoining are held at the annual rent of 20*l.*; they comprehend about 8 acres; the Grove-field, opposite the church, the pleasure and kitchen gardens adjacent, and the stables and coach-houses are held for 5½ years, at the rent of 16*l.* per annum—1,200*l.*

The lease of the Black Boy wine vaults and public-house, in High-street, Wapping; held for 5½ years, at 50*l.* per annum—450*l.*

By Mr. ALLEN DAVIS.

A residence, No. 20, Terrace, on the south-east side, and fronting Kennington-common, let at 55*l.*; held for 76½ years, at 10*l.* 4s. per annum—575*l.*

A ditto, No. 19, ditto, let at 52*l.* 10s.—550*l.*

A ditto, No. 18, let at 55*l.*—500*l.*

A ditto, No. 10, Terrace, Kennington-common; a lease will be granted for the same term as the preceding lot at 10*l.* 4s. per annum—540*l.*

A detached family residence, No. 1, facing the church, let for three years at 65*l.* per annum, held for the same term, being 76½ years, at a ground-rent of 12*l.* per annum—600*l.*

By Mr. JOHN DAWSON.

A freehold estate, comprising a residence, a complete farm-yard, two cottages, 40a. 2r. 11p. of land—4,590 gs.

A freehold house, shop, and premises, at Sittingbourne, Kent; let at 40*l.* per annum—595*l.*

A residence, No. 64, Arlington-street, Camden Town; held for 91½ years, at the ground-rent of 4*l.* per annum—565*l.*

A house, with shop, No. 19, Ebury-street, Pimlico; held for 12 years, at 60*l.* per annum—90*l.*

A house, No. 4, York-place, Barnsbury, Islington; let at 22*l.*; held for 59½ years, at a ground-rent of 10*l.* per annum—105*l.*

A ditto, No. 4, let at 27*l.*; held for the same term, at 12*l.* per annum—125*l.*

A plot of freehold land, situate at the rear of the preceding lot—165*l.*

By Mr. LEIFCHILD.

A freehold marsh farm, called Tiles Barn, situate in the parish of Canewdon, on Wallesea Island, Essex, near Rochford, comprising 204a. 3r. 1p. divided into 25 handsome inclosures: let on lease at 250*l.* per annum—5,000*l.*

A plot of freehold building ground, containing about six acres, land-tax redeemed, situate at Muswell-hill; offered in 12 lots, and produced the sum of 1,265*l.* not including lots eight or eleven.

By Mr. HENRY HAINES.

A house, No. 22, Charles-street, Mile-end Old Town, let at 37*l.*; held for 77 years at a ground-rent of 4*l.* per annum—240*l.*

A house and piece of ground, corner of Commercial-road and Heath-street, Mile-end Old Town, let at 46*l.* per annum; held for 87 years at a ground-rent of 24*l.* per annum—170*l.*

The lease of the Cat or King's Head, corner of Whitecross-street and Chiswell-street—2,360*l.*

The lease of the Cock wine and spirit vaults, Snow-hill; held for 55 years at the rent of 55*l.* per annum; also lease of cellar for 55½ years at 10*l.* per annum—1,940*l.*

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Bearup, W. joiner, first, 3s. 6d. Baker, Newcastle.—*Brown*, J. jun. ironfounder, 1s. 3d. Hutton, Bristol.—*Clark*, C. linen draper, first, 3s. 6d. Whitmore, London.—*Heslewood* and *Co.* white lead manufacturers. Heslewood, Brothers, 5d. and 11-16ths of 1d. first and final R. H. 1s. 9½d.; first and final J. S. 6s. 6d. Hope, Leeds.—*Hillary*, A. W. ironfounder, first, 3s. 11½d. to new proofs. Baker, Newcastle.—*Lawford*, T. B. wine merchant, 2½d.—Groom, London.—*Loder*, J. D. music seller, first, 1s. 9d. to new proofs; second, 6d. Graham, London.—*Marks* and *Co.* tailors, second, 4d. Cazenove, Liverpool.—*Messum*, E. brewer, second, 7½d. Whitmore, London.—*Metcalfe*, J. and T. upholsterers, first and second, 14s. 3d. to new proofs, and third, 2d. Graham, London.—*Stuart*, J. draper, final, 5½d. Cazenove, Liverpool.—*Tealby*, R. plumber, first, 2s. 7½d. Whitmore, London.

Insolvents' Estates.

Bird, J. clerk, Royal-st. Lambeth, 2s. 6d.—*Chard*, G. W. doctor of music, Winchester, 3s. 6d.—*Chinner*, W. H. clerk, Vauxhall-walk, 4s. 1d.—*Crawley*, W. lieutenant, Wood-st. Cromer-st. 3s. 3d.—*Forrest*, T. overlooker in a cotton factory, Blackburn, 8s.—*Hicks*, E. gentleman's servant, Torquay, 4s. 1d.—*Rigg*, T. B. retired clerk, Kimbolton, 4s. 9½d.—*Romney*, F. D. lieutenant in the navy, York, 10s.—*St. Quintin*, G. F. clerk, Great George-st. Bermondsey, 8s. 8d.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, June 14.

Bardsley, A. cotton spinner, Oldham, June 11. Trusts. W. and H. Bates, cotton dealers, Manchester.—*Bowen*, T. coach maker, Shrewsbury, April 26. Trusts. H. Grimley, gent. Market Drayton, and S. Juckes, ironmonger, Shrewsbury. Sol. Kough, Shrewsbury.—*Burton*, J. coal dealer, Boroughbridge, May 29. Trust. J. Sadler, carpenter, Aldborough. Sol Hirst, Boroughbridge.—*Carbett*, R. grocer, Shiffnal, June 10. Trust. R. Smith, miller, Shiffnall. Sol. Phillips, Shiffnall.—*Hemsted*, C. linen draper, Bury St. Edmunds, May 2. Trust. J. Griffiths, linen draper, Strand. Sols. Salmon, Bury St. Edmunds, and Watson, Worship-st.

Gazette, June 18.

Oxley, G. joiner and carpenter, Wakefield, June 3. Trust. J. Maude, timber merchant, Leeds. Sols. Lumb and Sons, Wakefield.—*Paddock*, T. miller, Longdon upon Tern, Salop, June 6. Trusts. J. Brittain, paper maker, Tibberton, W. Davies, farmer, Hinstock, and W. Griffin, corn factor, Shrewsbury. Sols. Thurstans and Co. Newport.—*Richardson*, M. tailor and draper, Crowland, Lincolnshire, June 4. Trusts. J. Blood, carrier, Crowland, and W. Richardson, machine man, Whaplode. Sol. Walker, Spalding.

COMMISSIONS, OR FIATS,

Superseded, Rescinded, and Annulled.

Gazette, June 14.

Wilcockson, S. linen draper, Chesterfield, April 24.

Gazette, June 18.

Ward, F. H. tallow chandler and oilman, Arbour-terrace, Commercial-road, April 15.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, June 14.

JOHNSON, THOMAS, the Elder, JOHNSON, WILLIAM, and MANN, CHARLES, bankers, Romford, Essex, June 24 and Aug. 12, at one, Basinghall-st. Com. Goulburn; Follett, off. ass.; Stevens and Co. Queen-st. sols. Date of fiat, June 8. E. Cooper, W. Corry, S. Jervis, and J. H. Warter, bankers, Lombard-st. pet. crs.

MACFARLANE, DUGALD, wine-merchant, Berners-st. Oxford-st. June 21, at half-past ten, July 19, at twelve, Basinghall-st. Com Fonblanque; Belcher, off ass.; Crouch, Southampton-bldgs. sol. Date of fiat, June 13. J. Sleath, D.D. Nutford-st. Mayfair, pet. cr.

MUSGROVE, RICHARD, woollen-draper, High-st. Birmingham, June 26, at half-past twelve, Aug. 3, at twelve, Basinghall-st. Com. Evans; Bell, off. ass.; Hardwick and Guest, Weavers'-hall, sols. Date of fiat, June 4. H. Wood, woollen-warehouseman, Basinghall-st. pet. cr.

TAYLOR, JAMES, commission-merchant and coal-agent, Liverpool, June 26, at twelve, July 26, at eleven, Liverpool. Com. Phillips, Cazenove, off. ass.; Gregory and Co. Bedford-row, and Rogerson and Radcliff, Liverpool, sols. Date of fiat, June 6. J. Mooney and J. Warrington merchants, Liverpool, pet. crs.

THOMPSON, ALFRED, grocer, Southampton and Chichester, June 25, at half-past twelve, July 20, at twelve, Basinghall-st. Com. Fane; Alsager, off ass.; Newbon and Evans, Doctors'-commons, sols. Date of fiat, June 8. R. Currey and W. Kirk, tobacco manufacturers, Shoemaker-row, pet. crs.

WOOD, HENRY, woollen factor and warehouseman, Basinghall-st, June 25, at eleven, July 26, at one, Basinghall-st. Com. Fane; Whitmore, off. ass.; Dickson and Overbury, Frederick's-place, and Hardwick and Davidson Weavers'-hall, sols. Date of fiat, June 11. S. F. Stephens, discount agent, Lombard-st. pet. cr.

Gazette, June 18.

DRAY, WILLIAM EDWARD, grocer and draper, Heathfield, Sussex, July 1 and 25, at twelve Basinghall-st. Com Holroyd. Edwards, off. ass., Lofty and Potter, King st Cheapside, sols. Date of fiat, June 10. G. Haffinden, wheelwright and innkeeper, Heathfield, pet cr.

HOLLAND, JOHN, draper and grocer, Buxted, Sussex, June 28, at eleven, July 26, at twelve, Basinghall-st. Com. Fonblanque; Pennell, off ass., Lofty and Potter, King-st. sols. Date of fiat, June 17. W. Goring, farmer, Buxted, pet. cr.

LEAVER, THOMAS, baker and flour dealer, late of Great Coxwell, Berkshire, June 27, at half-past twelve, June 26, at half-past two, Basinghall-st. Com Holroyd, Edwards, off ass.; Clarke and Co. Lincoln's-inn-fields, and Haines Farringdon, sols. Date of fiat June 7. T. Painter miller and mealman, Ashbury, Berkshire, pet. cr.

PEACOCK, JOHN and HENRY, grocers, Stockton-upon-Tees, July 5, at half-past one, August 5, at one, Newcastle Com Ellison; Wakley, off. ass.; Harle, Newcastle, and Chisholme and Co Lincoln's-inn-fields, sols Date of fiat, June 5. W. Sanderson, yeoman, Thornaby, Yorkshire, pet. cr.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, June 11.

Archer, H. T. attorney, John st. Adelphi.—*Baldock*, J. labourer, Brenchley.—*Barnett*, J beer retailer, Twerton. *Basham*, H. G. road repairer, Stroud.—*Bathurst*, J out of business, Banbury.—*Benjamin*, H. traveller, Little Alie-st. Goodman's-fields.—*Bethell*, T tailor, Great Charlotte-st Blackfriars-rd.—*Brazendale*, J. publican, Liverpool. *Cole*, C. clerk, Brunswick-st Barnsbury road—*Colton*, J rope maker, West Retford—*Clark*, J out of business, Orsett *Eyres*, J. smith, Great Alie-st. Goodman's fields.—*Farnell*, J. T. schoolmaster, Norwich.—*Finns* H. F. C carver, Hanway-st. Oxford st.—*Froggitt*, J. trimming manufacturer, Phœnix-st. Spitalfields—*Gillard*, G. F S. grocer, Commercial-road, Lambeth.—*Glover*, S. painter Leeds.—*Hall* H B. engraver, College-st. Islington.—*Hughes*, M. snuff dealer, Birmingham.—*Hutchins*, J. W. stone mason, Ipswich.—*Jeeves*, T. bricklayer, Hitchen, Herts.—*Menzies*, J. out of business, South-bank, Regent's-park.—*Merrill*, T. out of business, Pump-row, City-road.—*Newbery*, R. baker, Cambridge.—*Peachey*, W. sen. meat salesman, Tooley-st. Southwark.—*Prince*, J. victualler, Bath. *Smith*, J. manager of a silk mill, Leek.—*Stallars*, F. fellmonger, Buriton, Hants.—*Ward*, J. slubber, Kirkheaton. *Wilson* W. farmer, Long Sutton.—*Yearsley*, S. attorney, Leckhampton.

Gazette, June 14.

Briden, E. gardener, Hampstead.—*Crook*, G. parchment maker, Witney.—*Damton*, S. painter, Bermondsey-st.—*Deverean*, J, frame-work knitter, Adam-st. Harpur-st. New Kent-road.—*Dumelow*, F. T B. clerk, Shepperton-place Islington.—*Eagle*, W. clerk, Grove-place, Bethnal-green.—*Glover*, J. accountant, Peckham-grove and Bucklersbury.—*Hughes*, H. cellerman, Liverpool.—*Jones*, H stock taker, Clerkenwell.—*Layton*, F. carpenter, Brackley, Northamptonshire.—*Muccleston*, J. F. baker, London-road.—*Parbery*, S. builder, Well-st. Jermyn-st.—*Pearson*, J. victualler, Newcastle-under-Lyme.—*Platts*, W. cloth manufacturer, Gomersall.—*Playfair*, T. house agent, Portman-st—*Puddick*, H. eating-house keeper, West Smithfield.—*Robertson*, W. coffee-shop keeper, Eagle-terrace, City-road.—*Sanders*, J. J. jun. carpenter, Penny-fields, Poplar.—*Shallcross*, W. corn dealer, Union-st. Blackfriars-road.—*Stephens*, W. H. undertaker, Deptford-lane, Peckham.—*Sutton*, G congreve manufacturer, Wellington-place, Bethnal-green.—*Thompson*, C. surgeon, Aldersgate-st.—*Turner*, J. boot maker, Mottram in Longdendale.—*Turtle*, J. cow keeper, James-st. Clapham.—*Walker*, J. M. out of business, Bayham-terrace, Camden-town.—*Watson*, R. trainer of horses, Northampton.—*Weale*, E. L. wine dealer, Walcot-square, Lambeth.—*Weeks*, W. horse agent, Edmund-place, Aldersgate-st.—*Wheeler*, J. farmer, South Littleton, Worcestershire.—*Wilkins*, T. F. assistant farmer, Riegate, Surrey.—*Wilton*, H. attorney, Rodney-st. Clerkenwell, and Bank-chambers, Lothbury.—*Wright*, W. carpenter, Bedford-st. Covent-garden

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

DEATHS.

HARRISON, John, esq. one her Majesty's Justices of the Peace, and a Deputy-lieutenant for the county of Cumberland, on the 13th inst.

SPEED, William, esq. of Lincoln's-inn, the infant son of, on the 18th inst.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT. by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N. B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

June 5 and 8.

Re CHAMBERS.

Solicitor and client—Gifts to solicitor by client—Lien.

This was a petition to confirm the Master's report, finding that the sum of 111*l.* was still due from Chambers to Wilton, his attorney, for costs incurred in proceedings undertaken with a view to set aside Chambers's bankruptcy. The petition also sought a reference back to the Master to tax the further costs incurred by the present petition; and that, on the taxed costs being paid, Wilton and (he having become an insolvent debtor) his provisional assignee, Sturgis, might be ordered to deliver up to Chambers all bonds and bills of exchange held by them, and to enter satisfaction upon all judgments against Chambers at the suit of Wilton. The case of Chambers is a hard one; he is now nearly eighty years of age, and, after having been in prison for twenty years, and having obtained his discharge by a compromise, he was now again in confinement in respect of certain liabilities incurred after the date of the bankruptcy. Chambers was found bankrupt in 1825, but he contested the commission, and in so doing employed Mr. Wilton as his attorney. Chambers seems to have entertained a high opinion of the value of Wilton's exertions in his business, gave him various bonds and bills of exchange, as securities for his costs, and also a bond to secure to Wilton the sum of 5,000*l.* as a gratuity. Mr. Green, who had been Wilton's agent, and Mr. Williams, were subsequently employed in succession as Chambers's solicitors. By a compromise between Chambers and his assignees, 23,000*l.* had been paid into court for the benefit of Chambers's family and for costs, of which all the costs of Green and Williams, and most of those of Wilton, having been paid, about 9,250*l.* remained, subject to the balance of 111*l.* now reported due to Wilton for costs.

Bethell, *Ogle*, and *Craig*, in support of the petition

Wilton appeared in person, and objected to the mode in which the taxation of his bills had been conducted.

Bethell.—Lord Cottenham decided that Wilton had no right to be a party to the taxation of the bills.

The LORD CHANCELLOR.—Then I must consider all questions as to the bill of costs disposed of. Why were not the securities given up?

Wilton then stated that he claimed the bond securing 5,000*l.* as a gratuity; that such bond had been given after the relation of solicitor and client had ceased; and that the Master reported to that effect.

It appeared that the promise of a gratuity had been made by Chambers during his employment of Wilton, but the bond was given one day after Green had been formally appointed to be the solicitor. Green had prepared the bond.

Wakefield, for Green, claimed to be paid a sum due to him from Wilton, whilst acting as his agent in Chambers's affairs, to secure which, this bond, with other securities given for costs, had been assigned by Wilton, with the knowledge and assent of Chambers. At all events, he was entitled to the balance found due.

Follett, for Wilton's assignee, claimed to be paid the balance due.

The LORD CHANCELLOR.—It appears that all Wilton's bills of costs have been taxed and paid, with the exception of the sum of 111*l.* now found due; and that no exception has been taken to the Master's report. So far as Wilton had any control over securities given for costs, he was bound to give them up on payment of the 111*l.* found to be due, and satisfaction must be entered upon the judgment. With respect to Wilton's claim on the bond, that instrument was mere waste paper. It could not be allowed that a solicitor should obtain the promise of a gratuity from his client, and then, after transferring his connection with that client to his own agent, go the next day to the client, and get a security in performance of that promise. Such a security could not be valid, and Wilton and those who claimed through him must deliver up all the securities they held. With respect to Green, there is no distinction between the claim of Green, as assignee of Wilton, and that of Wilton himself. By the assignment of the securities Green took no more than Wilton had, and when the costs for which the securities had been given were paid, the securities must be delivered up. My impression is, that Green is entitled to the 111*l.* the securities for the costs having been pledged to him; but the provisional assignee might be able to shew a title to that sum; and to afford him the opportunity of so doing, the money must be paid to the credit of both of those parties. *Order thus modified granted.*

Saturday, June 8.

Re ——, a supposed Lunatic.

Practice—Substituted service—Notice.

Calvert moved for leave to serve a petition, which prayed that the above party might be visited and examined by physicians, to ascertain his sanity or lunacy, on his solicitor. This gentleman, who had been for many years confined in a lunatic asylum in Paris, had recently escaped, and come to this country, where he had filed a bill in Chancery against the petitioner. The circumstances which shew that he is keeping out of the way are, that he is not to be found at the hotel which is described as his residence, and his solicitor has stated that he does not know where he is, that he cannot find his present abode, and that he has left the hotel. He has been in England about a fortnight.

The LORD CHANCELLOR.—Will his solicitor make an affidavit? It is proper, under the circumstances, that he should make such an affidavit. Let him be applied to, and informed that it is his duty to make such an affidavit, and then this application may be renewed. You may apply to me at any time, or anywhere.

Re PALMER, a Lunatic.

Practice in lunacy—Payment without a reference.

In this case, the property being small, the Lord Chancellor reluctantly made an order for payment of a sum of money out of court for the benefit of the lunatic without reference.

Re HAWKINS, a Lunatic.

Committee of the person—Practice.

Green supported a petition to confirm the commissioners' report approving of the medical man in whose care the lunatic had been as committee of the person. His relations would not proceed in the matter, having taken no step since the inquisition in July 1843.

Ordered.

Re HARDCASTLE, a Lunatic, deceased.

Validity of probate of a person dying lunatic—Committee's accounts—Alternative order.

This petition, which was for the transfer of a fund in court to the executors of the late lunatic, stood over for production of the proceedings in the Prerogative Court of York.

Stinton produced the proceedings.

The LORD CHANCELLOR (after reading the proceedings).—The question appears to have been distinctly raised, and evidence given in support of the testator's sanity at the date of the will, the point having been raised before the competent tribunal, and decided, the probate is conclusive. Order made for taking the accounts of the committee of the estate; and it having been suggested that the estate was indebted to the committee, the order was made in the alternative, that the committee should pay any balance which might be found due from him, or might be paid any balance found due to him.

Re BRIGNALL, a Lunatic.

Committee's accounts—Costs.

F. Bayley supported a petition by the executors of a deceased committee, to whom and from whom nothing was due, that they might be allowed the costs of passing the accounts. *Ordered.*

MINCHIN *v.* NANCE, *re* BOWYER.

Lunatic trustee—Imbecility from age of a party against whom a decree in equity had been made.

In this cause, which was for the specific performance of an agreement, Mrs. Bowyer had been directed by the decree to execute a conveyance; but from her age and infirmities she had become incapable of doing so. The deed by which she was to convey was approved by the Master, and a suit was then instituted against Mrs. Bowyer, for the purpose of obtaining a declaration that she was a trustee for the purchaser, and a decree was made accordingly. In the second cause, her son was examined as a witness, and he deposed to her incapacity to do any legal act.

The purchaser now presented a petition under 1 Wm. 4, c. 60 (Lunatic Trustee Act), praying that the son might be ordered to convey in the place of Mrs. Bowyer.

Tennant supported the petition, and produced the decree declaring Mrs. Bowyer a trustee, and the son's deposition in the cause as to her incapacity.

The LORD CHANCELLOR.—Must it not be referred to the Master to inquire whether Mrs. Bowyer is a trustee within the Act?

Tennant cited *Re Rogers* (Law T. No. 53, April 6, 1844); *Re Palmer* (MSS.).

The LORD CHANCELLOR.—The deposition is evidence in the cause, but there is no evidence in the matter of the lunacy; there would be no record in the lunacy office. There must be an affidavit in the lunacy that she is incapable, which must incorporate the declaration of the Master of the Rolls; on the production of which the order may be made without a reference.

Re BETTS, a Lunatic.

Appointment of a receiver with a salary where no one is willing to become the committee of the estate.

Roll asked the confirmation of the commissioners' report, approving of the appointment of —— Betts, jun. as receiver of the lunatic's estate, at the salary of 20*l.* a year, no one being willing to become committee of the estate. *Ordered.*

Wednesday, June 12.

Ex parte VAN SANDAU, *re* MARTIN.

Appeal to the Lord Chancellor from the Court of Review.

In this matter, which involved a committal for contempt of Court on the part of a solicitor,

Bagshaw obtained leave to give notice of a petition to appeal from the decision of the Court of Review, when the whole matter might be brought before the Lord Chancellor.

Friday, June 21.

Ex parte VAN SANDAU, *re* MARTIN.

Practice in bankruptcy—Appeal from the Court of Review—Reviewing the exercise of a judicial discretion.

Swanston moved to discharge an order made by the Chancellor a few days previously, that the petitioner might give notice of a petition of appeal from the decision of the Court of Review. The usual way in which appeals come from the Court of Review is, on a special case settled by that Court. Here Sir George Rose, had sat for the chief judge, Vice-Chancellor Knight Bruce. The petitioner had been committed for a contempt of the Court of Review, in writing a letter containing severe animadversions on the judgment of the chief judge in this bankruptcy, and he had been ordered to pay certain costs, charges, and expenses incident to and arising out of that con-

tempt. He had also been stayed by injunction in the prosecution of an action at law which he had commenced against other parties, out of disputes with whom the transaction originated. From that order the petitioner desired to appeal, but Sir George Rose would not make a special case, and suggested a direct petition of appeal to the Chancellor. The petitioner had demurred, and his counsel were told by the Chief Judge to argue three only out of forty grounds of demurrer.

Bagshaw and *Rolt*, for the petitioner.—It was hopeless to attempt to appeal upon a special case, as the Court of Review would not permit the judgment of Chief Judge, comments on which formed the subject of the petitioner's contempt, or the letter of the 27th of February, the act of contempt, or a subsequent letter, explaining the former one, to be inserted in the case.

The LORD CHANCELLOR.—Cannot the objection in form to the order be made a part of the special case?

Rolt.—The Act directs either a special case or a petition of appeal, and Sir George Rose intimated that this case was fitted for a petition of appeal. The petition had been framed so as to be a petition of appeal from the order of Sir George Rose only, in the first instance, that if the point of form be decided in the petitioner's favour, the whole case might then be gone into.

Swanston, in reply.

The LORD CHANCELLOR.—It is difficult to consider whether the letter was a fair criticism on the judgment, without setting out the judgment. Suppose there had been a misrepresentation of the judgment, turning the judgment into ridicule; could I decide on that without seeing the judgment? The difficulty I feel is, whether a committal for contempt is the subject of appeal at all? Both agree on the terms of the judgment; but I have not heard it argued whether it comes within the terms of the Act of Parliament. I may, however, hear the whole question argued on this petition, and the application now is to discharge the order. Sir George Rose doubts whether it is within the Act of Parliament, and I think I ought not to discharge the order. The petition should be presented, and argued on the jurisdiction, and afterwards on the merits; or it may then be open for the Court to order the merits to be stated on a special case, as to, first, the construction of the Act of Parliament; secondly, whether there can be an appeal on the merits in a case of contempt. The Court can at last deal in any way it thinks fit.

Motion to discharge the order refused.

Saturday, June 22.

SAYER *v.* WAGSTAFFE.

Costs—Solicitor's allowance for a clerk.

In this case, the LORD CHANCELLOR stated that he had received the certificate of all the taxing-masters, who stated, that they allowed to a solicitor attending the examination of witnesses in the country, *whether by means of his clerk or personally*, two guineas a day.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Friday, May 24.

GARDNER *v.* SMITH.

Marriage Settlement—Construction &c.—Trust for issue of a child or children of the marriage dying in the lifetime of the tenant for life, the parent.

By a settlement made upon the intended marriage of C. G. and J. W. certain stock was transferred into the joint names of two trustees, upon trust to pay the dividends thereof to J. W. the intended wife, during her life, for her sole and separate use, and, after her decease, in trust for the said C. G. during his life, if he should survive her. And after the decease of the survivor of them, in trust to pay the principal sum of money among the child and children of the marriage, in such a manner as J. W. should direct or appoint; and, in default thereof, then upon trust for all and every the children of the marriage, if more than one, who should be living at the decease of the said C. G. and J. W. and the lawful issue then also living of such of the said children as should be then dead. And if there should be but one child of the said intended marriage living at the decease of them, the said C. G. and J. W. and no lawful issue of any other child, then to transfer the whole of the Bank Annuities to such only child; and if there should be no children of the said intended marriage living at the decease of the survivor of them, the said C. G. and J. W. but only lawful issue of some one of the said children, then to transfer the whole to such issue at twenty-one. There was afterwards a proviso that if the said C. G. should survive the said J. W. and without leaving any child or issue of any child or children, that the whole fund should be transferred to the said C. G. absolutely.

The marriage took place, and J. W. the wife, died without making any appointment, leaving C. G. and one son, the only issue of the marriage, who attained his age of twenty-one years, her surviving. C. G. being willing to give up his life interest, together with his contingency in the absolute fund, over to his son, at once, for the son's benefit, in order that the son might have the whole absolute fund in himself, application was made to the Court for that purpose. Held, that the trusts were not exhausted, nor had C. G. and C. J. G. together power to deal with the corpus of the fund, they not having in themselves the whole title thereto, but that there was a contingent interest in favour of such issue; and that, therefore, C. G. the tenant for life, being still living, the trustee must continue to retain the stock in his own name and pay the dividends to C. G. until his decease.

By a settlement, bearing date the 30th June, 1817, and made on the marriage of the defendant, Christopher Gardner, and Jane Warneford, the sum of 776*l.* 0s. 5d. 4 per Cent. Bank Annuities was transferred by the said J. Warneford to the defendants, James Smith and T. Hart. She also assigned other property to them, upon trust to invest the same in the purchase of 4*l.* per Cent. Bank Annuities, and to stand possessed thereof upon trust for the said J. Warneford until the solemnization of the marriage; and immediately after the said marriage upon trust to pay the dividends to her during her life for her sole and separate use, and after her decease, in case the said Christopher Gardner should survive her, upon trust to pay the dividends arising out of the fund unto the said Christopher Gardner during his life; and from and immediately after the decease of the survivor of them, the said Christopher Gardner and Jane Warneford, upon trust to pay the principal stock and dividends thereof to all and every the child or children of the said intended marriage, in such parts, shares, and proportions as she should direct or appoint, and in default thereof, upon trust for all the children of the intended marriage, if more than one, who should be living at the decease of them, the said Christopher Gardner and Jane Warneford, and the lawful issue then also living of such of the said children as should be then dead, leaving such lawful issue in equal proportions; and if there should be but one child only of the said intended marriage living at the decease of them, the said Christopher Gardner and Jane Warneford, and no lawful issue of any other child, then to transfer the whole of the Bank Annuities to *such only child*. And if there should be no child of the said intended marriage living at the decease of the survivor of them, the said C. Gardner and Jane Warneford, but only *lawful issue of some one* of the said children, then upon trust to transfer the whole of the said Bank Annuities to such issue at the age of twenty-one years. * * * * And it was provided, that if the said C. Gardner should happen to die in the lifetime of the said J. Warneford, without leaving any child or children of the said intended marriage, then, upon trust, to transfer the whole of the Bank Annuities to the said J. Warneford, her executors, administrators, and assigns. Provided also, that if the said J. Warneford should happen to die in the lifetime of the said C. Gardner, and without leaving any child or children of the intended marriage, or any lawful issue of any child or children of such intended marriage, then upon trust, immediately after the decease of the said J. Warneford, to transfer the whole of the Bank Annuities, and the other moneys thenceforth to be invested, in the said C. Gardner, his executors, administrators, and assigns.

Shortly after the date and execution of this settlement, the marriage between the said C. Gardner and J. Warneford took place.

Jane Gardner died in May, 1819, having had one child only, the plaintiff, Christopher John Gardner, and without having made any appointment whatever under the power reserved to her by the said indenture of settlement, who (subject to his father's life-interest in the dividends) became, on his attaining his age of 21 years, entitled to the absolute interests in the said trust-moneys. Thomas Hart died some years ago, leaving the defendant, J. Smith, his co-trustee, him surviving; and Christopher Gardner took out letters of administration to his said deceased wife's effects, and became her sole legal personal representative.

An arrangement was lately entered into between the plaintiff and his father, whereby the latter consented to give up his life interest in the whole of the trust-funds, and to permit the same to be immediately transferred to the plaintiff, as if he, the father, were already dead; and under those circumstances they applied to the defendant, J. Smith, the surviving trustee, to transfer to the plaintiff, as he should direct, the sum of 1,696*l.* 9s. 6d. Three and a Half per Cent. Reduced Annuities, to which the former stock had been changed, with all interest due thereon. This the trustee refused to do without the sanction of the Court. The plaintiff thereupon filed his bill, praying that the above fund, with all accruing dividends, might be transferred to him, or as he should direct, the plaintiff offering, on having such transfer, to pay the costs of the application.

Glass, for the plaintiff, contended that the defendant, C. Gardner, having administered to his deceased wife, J. Gardner, and being also tenant for life of the fund, that he and his son, the only issue of the marriage, have together in them the whole interest; and that having regard to the object of the settlement, the surviving trustee might with safety enable the parties to deal with the fund.

Goodeve, for the surviving trustee.

Fooks, for the surviving tenant for life.

His Honour the VICE-CHANCELLOR thought that the deed of settlement was not the most luminously-drawn instrument he had seen; but there was sufficient appearing therein to prevent his granting the present application; for although the father, under an event which has not happened, would be entitled to the whole fund, yet at the present moment it could not be said that the whole of the trusts were exhausted, for there was a provision for the issue of such of the children or child of the marriage dying in the lifetime of the tenant for life. Such an event, said his Honour, may even now take place; for suppose the son have issue and die, and then the father leaving that issue surviving, there would, under those circumstances, be a trust in the fund for them by the express terms of the settlement. The father and son have not, therefore, the whole interest in them; and, consequently, I cannot grant the present application.

Declare that the father is entitled for life to the dividends arising from the funds; the tenant to retain the fund till the death of the trustee for life, the costs of all parties to be paid out of the fund as between solicitor and client.

SQUIRE *v.* WHITTON.

May 24, 25, and 29.

Bond—Misrepresentation—Advance by one trustee to another of trust fund—Bond void at law in what manner available in equity—Release of surety where conditions have not been complied with.

M. being suddenly called upon to pay a sum of money, applies to W. an aged female, by letter, to join him in a bond to secure that amount, promising to save her harmless. A few days afterwards, M. with his son, C. M. called upon W. and prevailed upon her to execute a bond for 10,000l. leaving blanks for the obligee's name and rate of interest; which was done without the knowledge of her solicitor.

M. and one S. were trustees of the marriage settlement of B. and his wife, and it was proposed by S. to B. that a sufficient quantity of stock standing in the names of M. and S. forming part of the settled property, should be sold out to meet the demand; B. consented, on condition that S. should secure the amount by obtaining a mortgage in the names of S. and M.

The stock was sold out with the consent of B. and wife, and the blanks of the bond were then filled up by inserting the name of B. as obligee, and the rate of interest, but no mortgage was taken by S.

B. died in 1841, having appointed S. with two others, his executors, who proved his will, and conceiving B.'s estate bound to M. and S. as trustees of the settlement, paid the debt which they supposed due, and then filed their bill against W. as surety to the bond, and M. as the principal.

Held, that as there was no evidence of any debt from W. to B. (the trust fund having made the advance to M.), and she having been induced to sign under the promise of being held harmless, the executors could not claim as against her.

Held also, that the trustees had committed a breach of trust in advancing the money to one of themselves without taking proper security, and therefore, as executors, could not claim to be indemnified when they did not take that precaution.

As a general proposition, a bond void at law may be good in equity as an agreement; and even a bond good at law may under a definite form be brought into a court of equity to prove more than what is stated in the condition.

The defendant, W. Morgan, a stock-broker, being a joint-trustee with the plaintiff, John Squire (one of the partners in the house of Ransom and Co. Pall-mall East, bankers), under the marriage settlement of Mr. Beauchamp, deceased, and Mrs. Beauchamp, and being also a co-executor with the defendant, M. P. Whitton, under the will of her late husband, Mr. Whitton, formerly an eminent attorney in London, some time in the month of August 1838, under a sudden pressure for money, through the indiscretion of a son, with whom he was engaged in partnership, induced his co-executor, the defendant, Mrs. Whitton, then about 70 years of age, to join him as surety in a bond for 10,000*l.* This instrument was prepared by Mr. Charles Morgan, son of the defendant Morgan, and then a clerk in the office of Messrs. Gregson and Co. of Bedford-row; the bond was signed by Mrs. Whitton in blank, in the presence of her butler. Mr. Gregson was formerly a partner with Mr. Whitton, deceased, and has been the confidential legal adviser of Mrs. Whitton, from the time of her late husband's death. The transaction of the bond took place without the knowledge of Mr. Gregson, who knew nothing of the affair until some time in 1837, when he was casually informed of the existence of such an instrument then in the possession of the late Mr. Beauchamp, but heard nothing further about it until the month of November 1841, when he was consulted professionally by Mrs. Whitton, in consequence of her being called upon to pay the 10,000*l.* expressed to be secured by the bond in a

question. This instrument had been executed by Mrs. Whitton without the name of any obligee or the rate of interest being inserted. The money advanced to Morgan was raised by a sale of part of the trust funds of the settlement. The plaintiffs now filed their bill, as executors of Mr. Beauchamp, to establish the liability of Mrs. Whitton and Morgan to pay them, as such executors, the sum so secured upon the bond, with interest at the rate of 4½ per cent. and that it might be enforced against them in equity.

The defendant, Mrs. Whitton, resisted this demand, on the ground that the money was in reality the trust fund, and advanced to Morgan by the trustees themselves, and that, therefore, the executors of Beauchamp could have no claim against her in respect of the money so advanced, and that not only was the bond void at law as against her, it being an imperfect instrument, but also in equity, as not containing any agreement by her to advance the money, and that her signature had been obtained under the promise that she should be saved harmless.

Steuart, *Walker*, and *Toller*, for the plaintiffs, cited the following cases: *Ball* v. *Storie* (1 Sim. & S. 212); *Crossby* v. *Middleton* (Prec. in Chanc. 309); *Masterr* v. *Gillespie* (11 Ves. 621); *Davis* v. *Earl of Strathmore* (16 Ves. 419); *Spearing* v. *Lynn* (2 Vern. 376); *East India Company* v. *Boddam* (9 Ves. 464); *Rawston* v. *Parr* (3 Russ. 424); ——— v. *Aldridge* (1 Ryan & Mood. 348 N. P.); *Eastwood* v. *Kenyon* (11 Adol. & Ell. 438); *Thompson* v. *Maddick* (1 Taunt.); *Brooksbank* v. *Smith* (2 You. & Coll.).

Bethel, *Bailey*, and *Jackson*, for the defendant Mrs. Whitton, mentioned the following cases: *Sheffield* v. *Lord Castleton* (2 Vern. 392); *Simpson* v. *Field* (2 Ca. Cas. 322); *Radcliffe* v. *Graves* (1 Vern. 196); *Brooks* v. *Steuart* (1 Beav.); *M'Iror* v. *Richardson* (1 Man. & Selw.); *Moseley* v. ——— (5 Phil. 416).

The VICE-CHANCELLOR.—I may be wrong in my opinion, but I have considered the facts of the case with great attention, and it appears much to be lamented that the transaction with Mrs. Whitton had taken place without her solicitor, Mr. Gregson, which would have prevented the occurrence of all these calamitous proceedings. It is a hard thing for Mrs. Whitton, and I cannot think that lady has been fairly dealt with. I wish to regard the affair with every modification, viz. that the parties did not understand what they were about. I do not proceed upon the proposition whether if a bond void at law might not be good in equity as an agreement. The proposition is too general to be disputed; and even a bond good at law, I can have no doubt may, under a definite form, be brought into a court of equity to prove more than what is stated in the condition. Mr. Morgan, as it appears, had, in the year 1833, met with misfortunes, through the imprudence of his son, which induced him to write a letter on the 7th August in that year to Mrs. Whitton, which is the most important part of the transaction. "To make short of a long story," he says, "William, in my absence, entered into a speculation, most unwarrantable, which I have to make good in seven days from the present; and, in order to give me time to realize other securities, may I ask the favour of you to join me in a bond for 10,000*l*. which will give me time to make arrangements? You may depend upon it I will hold you harmless; but your answer must be by return of post, or it would be too late for my purpose. I shall take the first opportunity of seeing you, to state particulars." In this letter there is a distinct statement made by him that he would save her harm less if she would join him in the bond. We do not know what reply she made to this; probably she answered it by return of post. Beauchamp then writes to Squire, on the 11th, referring to the settlement of Mr. and Mrs. Beauchamp, in which there was a power of sale given to the trustees, with the written leave of Mr. and Mrs. Beauchamp. In this letter there is an allusion to the contents of Mrs. Whitton's answer; he says, moreover: "You say that his friend, Mrs. Whitton, will join in a bond; or there should be real security given for the 10,000*l*. advanced out of the sale of stock." It is quite plain from this letter that the security was to be given out of the stock in question; and it is also manifest that Mr. Beauchamp intended that a *mortgage* security should be taken. Now it is scarcely likely that, during the short interval, the contents of this letter could have been communicated to Morgan. What passed on the 10th, in the interview between Morgan and Mrs. Whitton, it is impossible to say; probably it was of not a very satisfactory nature. Mr. C. Morgan says, that, to the best of his recollection, nothing was said about the bond; but he afterwards states that Mrs. Whitton was made acquainted with the nature of the bond. There is here a slight inconsistency; therefore the only evidence of what Morgan did state to Mrs. Whitton was in his letter to her of the 7th, saying that he would save her harmless; and Mrs. Whitton, in her answer, says that she never consulted with Mr. Gregson, her solicitor, upon the subject. On the next day, being Sunday, a further conversation took place between Morgan and Mrs. Whitton, when Mr. C. Morgan was called in, as he says, to explain the intended transaction. Now very little explanation of a satisfactory nature could have been given; nor does it appear that she was told, as she ought to have been, that the instrument as it stood was not good as a bond. She denies that C. Morgan told her, that if the bond was not paid by the father she would have to pay it: thus we have the answer of one defendant contradicting the statement of a witness. The bond passed from Morgan to Squire, who filled up the blanks; part of the stock was also sold and advanced to Morgan, but it does not appear that it was paid by or with the personal intervention of Beauchamp. The stock was standing in the names of Squire and Morgan; and a sufficient quantity was sold and transferred to Morgan as so much cash; but when the bond was filled up, or when Mr. Beauchamp obtained possession of it, does not appear. Morgan paid the interest to Beauchamp from time to time, who died in 1841; and the plaintiffs as his executors, proved his will; and conceiving that his (Beauchamp's) estate, bound to the trustees, discharged the debt which they thought was due, by purchasing, in their names, a sum of stock equal to what had been sold out; they then filed their bill. Now it is very important, before filing a bill, as before going to war, that these gentlemen should have made themselves acquainted with the facts of the case. They have in their bill thought fit to state that the money was advanced by the trustees to Beauchamp, and from Beauchamp to Morgan. Now it certainly occurred to me, that it was the duty of Squire and Morgan to follow the authority given them in respect of the security upon the advance of the money, and, in addition to the bond, to have taken a mortgage. The letter signed by Mr. and Mrs. Beauchamp, it is true, did authorize them to sell out; in this there was no breach of trust; the breach of trust consisted in not doing what Beauchamp required Squire to do, viz. to take real security, and see that the property was unencumbered. The question is, whether the executors, in applying the assets of Beauchamp in discharge of the debt to the trustees, have not endeavoured to shelter themselves against the breach of trust. There is no evidence of any debt from Mrs. Whitton to Beauchamp, for the trust-fund was to make the advance to Morgan, and that was to be secured by the mortgage Squire was to obtain. Now, as the claim is by means of equity, which equity was obtained by means of the blanks having been filled up by Squire, which shewed the agreement, such as it was; those who take the agreement must do so accompanied with all its equitable conditions under which it was made; and one of these conditions, to induce Mrs. Whitton to sign the bond, was, that Morgan would see her indemnified, and Mrs. Whitton, relying upon the representations made to her by Morgan, the executors must be considered as being fixed with sufficient notice in equity of the promise to give the security under the conditions of which the advance was made. These gentlemen cannot as executors claim a right to be indemnified, when they have not followed the instructions of Beauchamp. The question is, whether they ought, therefore, to make such a demand, and give the matter a turn which was never contemplated. Mrs. Whitton was not told, as she ought to have been, that the bond as it then stood was mere waste paper. She all along acted without her solicitor, and she was left quite in the dark as to the real nature of the transaction. The case has been one of mistake. The parties acted in ignorance of the law, in ignorance of their duty as trustees, and in ignorance of their duty as to informing an aged lady of all her liabilities and the position in which she was placed with respect to the transaction. The affair was conducted in a hurry, and thus these unfortunate proceedings have arisen.

Dismiss the bill, with costs, as against Mrs. Whitton; costs to be paid by Morgan.

ROLLS COURT.

Saturday, June 22.

WIMBOURNE AND CRAMBOURN UNION *v.* MASSON.

Demurrer for want of equity and for want of parties overruled, though the bill charged generally that there were parties other than the defendants interested in the subject-matter of the suit, and did not deny that their names were known to the plaintiffs.

The object of this suit was to enforce against the defendant Masson the specific performance of a contract of sale of a strip of ground contiguous to the union; and for a discovery. It appeared that, in pursuance of a resolution of the board of guardians of the union, a committee of members thereof, on the 2nd May, 1842, entered into a written agreement with Masson for the purchase of the land in question at the price of 1,000*l*.; the contract to be completed at Michaelmas then next, subject, however, to the approval and confirmation of the board of guardians and the Poor Law Commissioners. On the 12th May, 1842, the board met to confirm the agreement, and would have confirmed it but for the opposition of one of their number, Edward Castleman, the other defendant, who wished to obtain the subject of the purchase for himself. On the following day (13th) the board confirmed the contract, and several communications afterwards passed between them and the Poor-Law Commissioners. On the 12th of August, Castleman (who was the solicitor of Masson) wrote to the board to repudiate Masson's contract, and the present bill was filed in consequence. It charged that a purchase, which Castleman alleged he had made of the property, was, if any such existed, void, as being after the contract of the board, of which Castleman was cognizant; and that the said purchase had been rescinded, and that a pretended transfer of the property had been made to a purchaser under a power of sale contained in a mortgage thereof to Castleman; and that these parties should be before the Court, but there was no suggestion that the plaintiffs did not know who they were. It was to be collected also that Castleman's dealings with the property, whatever they might be, were previous to Michaelmas, and it was alleged that the Poor-Law Commissioners did not confirm the contract till after the time for its performance. Under these circumstances, Castleman demurred to the bill for want of equity and want of parties.

Kindersley and *Wilcock*, for the demurrer.

Turner and *Lewin*, contra.

The MASTER of the ROLLS stopped the argument as it regarded the validity or invalidity of the conditional contract, on the ground of the consent of the Poor-Law Commissioners not being given in time. His lordship observed, that it was charged generally that Castleman had fraudulently endeavoured to deprive the plaintiffs of the benefit of their contract by entering into one himself, and also by the contrivance of a mortgage, with a power of sale, which he had exercised. The bill does not state when the contract between Castleman and Masson had been made, but from other circumstances it must be concluded that it was in the middle of September; and therefore the frauds which the demurrer admits took place before Michaelmas. Whether the delay of the Poor-Law Commissioners defeats the agreement, cannot be considered; but enough is stated here to shew Castleman claims an interest. Proper caution, perhaps, has not been used to make all the allegations consistent; but it is not necessary to examine into that; enough is alleged to entitle the plaintiffs to a discovery. As to the defect of parties, it is admitted on the argument and on the bill that there is a purchaser; but the gist of the bill is, that there is secrecy, that the plaintiffs do not know, and wish to know, the facts of the case. The demurrer must be overruled.

ATTORNEY-GENERAL *v.* DAY.

ATTORNEY-GENERAL *v.* JOHNSON.

Charity estates—Non-improving leases.

A demise of charity property for a long term of years is of itself (unless on good ground shewn) a sufficient proof of improvidence in the management thereof, and the lease will be set aside. The present improved value or permanent benefit to the premises is the measure of remuneration for expenditure.

By a decree of this Court in the year 1609, in a cause of *Arnold* v. *Barker*, it was ordered that certain charity lands in the parish of St. Benedict, in the city of Norwich, should, according to the will of the donor, and in manner therein mentioned, be held by trustees in trust: that the profits should be disposed of for the relief of poor people in the said parish, and divers other charitable uses therein; and that the churchwardens of the parish should be appointed receivers of the rents. In the parish chest was found a regular series of conveyances to new trustees extending from 1676 to 1810, when Thomas Starling Day and others were appointed; but the decree itself cannot be found. In 1694, a demise of part of the lands was made by the then trustees to one George Bayfield, for a term of 2,000 years, at 4*l*. per annum; and in 1762 the residue thereof was demised to William Mack for 99 years, at 20*l*. per annum. The first lease was made by the trustees, with the consent of the major part of the parishioners, and, in consideration of the rent, and a covenant therein to build houses to the value of 200*l*. at least, which has been more than performed. The second lease being made on the 25th of June, 1762, was, in consideration of only 5*l*. assigned by Mack, on the 5th of August following, to Starling Day, sen. and Starling Day, jun. who were two of the trustees of the charity; and it was alleged, therefore, in argument, that Mack was only agent for the Days. Both of these leases ultimately became vested in Thomas Starling Day, the one absolutely, and the other for life, with remainders over to persons, some of whom were infants, and, upon his becoming bankrupt, were put up to sale, but have not been sold. T. S. Day expended upwards of 3,000*l*. upon the premises, and they now produce from 150*l*. to 170*l*. per annum. The bill prayed that the leases might be set aside, and that there should be a reference to the Master to appoint new trustees, &c. Cases cited: *Attorney-General* v. *South Sea Company* (4 Beav. 453); Shelford on Mortmain, 703.

Twiss and *Blunt*, for the Attorney-General.

Kindersley, *Heathfield*, *Rolt*, *Williams*, and *Lewin*, for other parties.

The MASTER of the ROLLS.—The leases must be

set aside. As to the expenditure of Thomas Starling Day, the permanent benefit accruing to the charity from such expenditure must be considered. It is said the whole transaction is founded on fraud, and that there should be no compensation. This Court, however, does not fix a penalty on fraud, but he who will have equity must do it; and, therefore, the defendant Day must have an allowance for his expenditure to the extent of the permanent advantage derived. The measure of remuneration will be what is now the improved value of or benefit derived to the charity from the expenditure.

Monday, June 24.

RIPPINGTON v. SPIERS.

An executor, who does not admit assets will be held to have done so by delivering up household goods to legatees, paying legacies, consenting to a transfer of a mortgage, &c.

This was a suit instituted by the plaintiff against the defendants, for the purpose of making Thomas Spiers, one of them, personally liable to him for a debt of Thomas Rippington, who died in 1810, having appointed John Rippington and Thomas Spiers executors, and which Thomas Spiers survived his co-executor, and died in 1831, leaving the said defendant, Thomas Spiers, his executor, who thereby became the executor of the original testator. The defendant had not admitted assets, but he had consented to the delivery over of household goods to legatees, had paid legacies to the amount of 390*l.* and had also consented to the transfer of a mortgage for securing 1,700*l.* to a specific legatee.

Teed and *Shadwell*, for the plaintiff.

Sheffield, contrà.

The MASTER of the ROLLS was of opinion that the defendant must by his acts be held to have admitted assets; and ordered the sum due to be paid into court, and declared that the defendant was personally bound to pay it, and that the plaintiff should have his costs of the suit.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Wednesday, June 12.

YORK v. BROWN.

Practice—Costs—Solicitor—Trustee.

Where costs in a suit have been awarded to a defendant, a trustee, who is a solicitor, the practice of the Court is to direct them to be taxed as between solicitor and client.

In this suit, one of the defendants, a trustee, was a solicitor, and, upon the hearing of the cause, costs had been awarded to him. In drawing up the minutes of the decree, the registrar had stated these costs as to be taxed as between solicitor and client. A motion was now made to vary the minutes, on the ground of the defendant's being a solicitor, and therefore, as trustee, entitled only to the costs, charges, and expenses actually incurred by him.

Russell, for the plaintiff, cited *Collins* v. *Carey* (2 Bea. 128); *Moore* v. *Froud* (3 M. & Cr. 45); and *New* v. *Jones* (reported in Bythewood's Conveyancing, vol. 8, p. 330).

Simpkinson and *Wood*, for the defendant.

The VICE CHANCELLOR said, that it did not appear that the costs in *Moore* v. *Froud* were costs of litigation. He would say nothing directly or indirectly against the cases cited, but they did not appear to be applicable to costs of litigation. He was of opinion, that where there was a solicitor a trustee and defendant, and costs had been awarded to be paid to him, the course of the Court was to direct his costs to be taxed as between solicitor and client. How that language was to be construed by the taxing officer was another question.

CURRANT v. JAGO.

Investment in the name of an infant—Advancement—Trust.

The bill in this case was filed against the trustees of a savings bank in Cornwall, and other persons, who were the proprietors of the Cornish Bank, and sought a declaration that certain sums deposited in the name of Wm. Currant Jago were to be held in trust for the plaintiff, Julia Currant, who was the widow and executrix of William Currant. William Currant Jago was the child of the plaintiff's sister, and resided with the plaintiff and her husband. On the 17th of Dec. 1825 the plaintiff deposited in the Cornwall Bank 300*l.* and took from the bankers a promissory note for that amount, payable thirty days after sight to Willian Currant Jago, or order, with interest, at 3 per cent. This interest was from time to time received by the plaintiff. On the 23rd of June, 1831, the plaintiff took the promissory note to the bank, and exchanged it for a new note in similar terms to the former, but made in favour of William Currant and herself. On the 16th of April, 1835, William Currant being ill, and his wife being anxious to prevent any disagreement with his relations as to the property, was advised to put the money again into the name of W. C. Jago, which was accordingly done, but without the knowledge of W. Currant; and the note of the 23rd June, 1831 was given up, and another taken in the name of W. C. Jago. On the same day W. Currant made his will, bequeathing all his property to his wife, and appointing her executrix. On the 3rd of March, 1824, a sum of 50*l.* was deposited in the savings bank in the name of W. C. Jago. In 1825 a sum of 2*l.* was drawn out, and in Dec. 1825 another sum of 30*l.* was paid in. At the death of W. Currant the sum of 112*l.* 8s. 6½d. was standing in the name of W. C. Jago. In March 1836 W. C. Jago died an infant, and in March 1843 his father took out letters of administration of his effects, and claimed these two sums. On the 17th of April, 1843, the present bill was filed, and it was contended by the plaintiff that though it was the intention of both herself and her husband that W. C. Jago should, if he survived them, have these sums, yet that it was not an absolute gift to him.

Russell and *Welford*, for the plaintiff, cited *Loyd* v. *Read* (1 P. Wms. 606); *Morless* v. *Franklin* (1 Swanston, 13); and *Ebrand* v. *Dancer* (2 Ch. C. 26).

The VICE-CHANCELLOR (without hearing the other side).—Mr. and Mrs. Currant, being married and childless, appear to have taken an interest in the son of her sister. Although both his parents were alive, it is admitted that he was educated and maintained by Mr. and Mrs. Currant, and that they intended to provide for his advancement in life. In this state of things, Mrs. Currant, who appears to have been the acting party, makes from time to time payments into the savings bank in the name of the infant. The interest she herself received, and one of the witnesses states that, upon applying at the bank for the interest, she said that she wanted it for the use of the boy. Considering, then, that statement—considering what a savings bank is, the mode of investment, and the admitted facts of the case as to the connection between Mr. and Mrs. Currant and the boy, there can be no doubt that the money was intended to be for the boy, and was legally vested in the boy, giving him a legal interest; and that if there ought to be a presumption in favour of the parties whose money it originally was, there is little or no doubt that there is a case of trust of this savings bank money. As to the other sum, Mrs. Currant being possessed of negotiable securities to the amount of 300*l.* delivers them up, and takes in exchange for them a note in the name of the boy. Some time afterwards, for what reason does not appear, the note is taken, with the name of the boy and of the husband indorsed, and is exchanged for a note in the names of Mr. and Mrs. Currant. Some time after this, the note is carried back to have another exchange, in consequence of the husband's illness. The note then taken in the name of the infant does not, however, restore the legal right, as I think that was never displaced. The receipt of the interest by Mrs. Currant is nothing, considering that she had acted as the boy's mother. The intention to benefit the infant is clear. It is probable that the circumstances which afterwards occurred never presented themselves to the parties.—Looking, then, at what was done at the savings bank, and looking, also, at the transactions with regard to the promissory notes, I think that the presumption is against the existence of a trust for the original owners of the money, and I must therefore hold that these sums were intended as an advancement for the infant.

Wigram, *Collins*, and *J. Parker*, for the defendants.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Wednesday, June 12.

Re PATER.

Attorneys' bill of costs—Reference to taxation, upon the application of the party chargeable, after the expiration of a month from the delivery thereof, under 6 & 7 Vict. c. 73, ss. 37-43.

Wordsworth shewed cause against a rule calling upon Messrs. Becke and Flower, attorneys of this court, to pay certain sums of money, pursuant to a judge's order, and the Master's *allocatur* thereon.

It appeared that Mr. Pater, who is also an attorney of this court, had transacted certain business for Messrs. Becke and Flower, for which he had sent in his bill of costs.

On the 23rd March, 1844, Messrs. Becke and Flower obtained a judge's order in the following terms:—"Upon hearing Mr. John Pater, and Messrs. Becke and Flower, I do order that Mr. John Pater's bill of fees, charges, and disbursements delivered to Messrs. Becke and Flower be referred to the Master to be taxed, and that the said Mr. Pater give credit for all sums of money by him received from or on account of the said Messrs. Becke and Flower, and that the said Mr. Pater do refund what, if any thing, may, on such taxation, appear to have been overpaid. And I further order that the Master do tax the costs of such reference, and certify what shall be found due to or from either party in respect of such bill and demand, and of the costs of such reference, to be paid according to the event of such taxation, pursuant to the statute. And that the said Mr. Pater be restrained from commencing or prosecuting any action or suit touching such demand, pending such reference. And I do further order that upon payment by the said Messrs. Becke and Flower of what, if any thing, may appear to be due to the said Mr. Pater, the said Mr. Pater do deliver to the said Messrs. Becke and Flower all deeds, books, papers, and writings in his possession, custody, or power belonging to them." On the 30th April, 1844, this order was made a rule of court, which also provided "that it be referred to one of the masters to tax the costs of making the said order a rule of Court, which costs, when taxed, shall be paid by the said Messrs. Becke and Flower to the said John Pater." Upon taxation, the following appeared to be the state of accounts between the parties, viz. on the judge's order of the 23rd March:—

	£	s.	d.
Amount of bill of costs . .	9	11	0
Taxed off	3	1	6
	6	9	6
Deduct cost of taxation . .	1	6	0
Balance to Mr. Pater . .	5	3	6

James Bunce,
April 15, 1844.

2nd, On the rule of Court of the 30th April, 1844:
Allowed for costs of rule . . £2 12 0.

R. Goodrich,
May 4, 1844.

On the 7th May, 1844, Mr. Pater obtained a rule calling on Messrs. Becke and Flower to shew cause before a judge at chambers, "why they should not pay to Mr. Pater the two several sums of 5*l.* 3s. 6d. and 2*l.* 12s. pursuant to the rule of the 30th of April, and the *allocatur* of James Bunce, esq. and Richard Goodrich, esq. made thereon." On the same day Messrs. Becke and Flower obtained a cross-rule, calling on Mr. Pater to shew cause before a judge at chambers, why the rule of the 30th of April, 1844, "or so much of the said rule as directs the taxation and payment of costs, and the *allocatur* of Richard Goodrich, esq. made thereon, should not be discharged for irregularity, with costs:" that rule, and the rule obtained on the same day by Mr. Pater, to come on for argument together. Messrs. Becke and Flower's rule was obtained upon a joint affidavit of Mr. Flower and his clerk, which stated that as to 4*l.* part of the said sum of 5*l.* 3s. 6d. Mr. Flower, upon the taxation, had objected to its being allowed, upon the ground of the want of retainer or liability to pay the same, but that the Master had decided that he could not enter into the question of retainer; it then set forth a tender to Mr. Pater, on the 15th of April, of the sum of 1*l.* 1s. as and for the amount due from the said Messrs. Becke and Flower to the said J. Pater, and Mr. Pater's refusal to accept it, and a protest by Mr. Flower's clerk against the taxation of the 4th of May, on the ground of irregularity.

It was submitted that, inasmuch as the 2 Geo. 2, c. 23, was entirely repealed by 6 & 7 Vict. c. 73, upon referring an attorney's bill to be taxed, there is now neither submission nor undertaking to pay, therefore, unless the learned judge's order was a direction to pay, there was no order to pay any thing, and there could have been no default; consequently, the learned judge's order ought not have been made a rule of Court, and it would follow there could be no right to costs in respect of so making it a rule of Court. The retainer having been disputed, it was submitted that the Master's certificate had no effect beyond that of ascertaining the exact amount due for costs, leaving the party to bring his action for the amount; because the *Master* could not direct what amount should be paid, but only the *judge*; and, in the present instance, there was no such direction, but only a direction that the *costs of the reference* be paid according to the event of such taxation, pursuant to the statute: citing 6 & 7 Vict. c. 73, ss. 38, 43.

Bramwell, contrà, contended that the learned judge's order did contain a direction to pay, for the order was made, upon Messrs. Becke and Flower's application, after the expiration of the month within which they could insist upon it as a matter of right; it was therefore made with such directions, and subject to such conditions, as the learned judge, under the 37th section, thought fit to impose; and one of those conditions was, that they should pay what should be found due from them in respect of such bill and demand, and of the costs of such reference, for the words "to be paid" apply not only to the costs of the reference, but also to the sum found due in respect of the bill and demand; that the 6 & 7 Vict. c. 73, had not repealed the 1 & 2 Vict. c. 110; in order to give effect to which statute, the practice had been introduced, that where an award, or any thing in the nature of one, had been brought before the Court, and appeared in the form of a final adjudication, the Court would presume an order for payment, and thus the Court would make the same presumption in the present case.

By the COURT.—The 43rd section directs that payment should be enforced according to the course of

the Court, but does not render an express direction necessary. The words of the section are, "to make such order thereon as to such Court or judge shall seem proper." "Thereon!" On what? On the certificate. There is enough to bring it through.

Rule absolute without costs; cross-rule discharged without costs.

Wednesday, June 26.

REG. v. GUARDIANS OF POOR OF SNARDLOW UNION.

The Court will not take notice that the guardians of a union have power to make an order for the payment of money upon a particular parish, pursuant to the orders of the Poor Law Commissioners, unless those orders are brought before them upon affidavit.

W. J. Alexander shewed cause against a rule calling on the defendants to shew cause why a *certiorari* should not issue to bring up a certain order for the purpose of being quashed.

It appeared that an order of affiliation had been made by the defendants upon a certain party, who was chargeable to the parish of Stanley, in the said union, in respect of a bastard child; that he had resisted it; and that certain proceedings had been taken upon that order, in which he had been successful; and that he recovered against the defendants the sum of 58*l.* 1s. 4d. for the costs of those proceedings; and that an order, signed by the defendants, had been made "for payment of the sum of 85*l.* from the poor-rate of the parish of Stanley, for relief of the poor thereof, and towards the contribution of the parish to the common fund of the union."

It was submitted that the order was good, inasmuch as it was in the attempt to reimburse the parish for the costs of the child that these costs had been incurred, and inasmuch as the guardians had authority, under 2 & 3 Vict. c. 85, to charge a party with being the putative father of a bastard child; they also had power to make an order upon the particular parish on whose behalf the charge had been made, to reimburse them the costs incurred in an unsuccessful attempt, and that that was according to the orders of the Poor-Law Commissioners.

Whitehurst objected that the orders of the Poor-Law Commissioners could not be cited, as they were not mentioned in the affidavits, and therefore not before the Court.

By the COURT.—That was decided by *Reg.* v. *Fordham* (11 A. & E. 73).

Alexander.—The guardians, then, are put in the room of the parish; the parish would have had to pay the costs in this case if they had prosecuted, and therefore they ought to do so now, notwithstanding the guardians of the poor of the union are enabled to do as well; and the more so, as there are no funds applicable by the guardians for such purposes.

Whitehurst, contrà, admitted that the order was good for the difference between the sum of 85*l.* and 54*l.* 1s. 4d. and that had been paid; but contended that the guardians had no power whatever to make the order as to the remainder, which was not for the relief of the poor, but to reimburse themselves against the costs of their improperly proceeding against a party whom it was shewn by the result ought not to have been charged at all.

By the COURT.—It is unfortunate there is no general provision enabling us to take notice of the orders of the Poor Law Commissioners; but as there is none, we do not see how we can judicially take notice that the board of guardians have any power whatever to make an order for the payment of a sum of money, unless we have those orders before us upon affidavit.

Rule absolute.

REG. v. INHABITANTS OF MERIONETHSHIRE.

Although the non-repair of a county bridge is not within the meaning of the 5 & 6 Wm. 4, c. 50, s. 98, and a judge cannot grant a certificate for costs under that section, he still may do so under 43 Geo. 3, c. 56, which incorporates 13 Geo. 3, c. 78, and that notwithstanding the latter Act is expressly repealed by 5 & 6 Wm. 4, c. 50.

Welsby shewed cause against a rule to set aside a certificate of Gurney, B. for costs in this indictment, and the side-bar rule obtained thereon. This was an indictment against the inhabitants of Merionethshire for the non-repair of a county bridge, upon the trial of which a verdict had been found for the Crown. Subsequently to the trial, Gurney, B. before whom it took place, granted a certificate for the prosecutor's costs under 5 & 6 Wm. 4, c. 50, s. 98 (the General Highway Act), on the ground that the defence was frivolous and vexatious. A side-bar rule was afterwards obtained, requiring the defendants to attend the taxation of costs. And the present rule was obtained upon the ground that, under the above clause, a judge at chambers has no power to interfere; and, moreover, that the Act does not apply to county bridges, inasmuch as such bridges are expressly exempted from the operation of the Act by the interpretation given in the 5th section.

It was submitted that it was not shewn that the indictment had not been removed by the defendants by certiorari, in which case the side-bar rule would be perfectly correct, without any certificate from the judge.

With respect to the certificate, it was admitted that the case did not fall within the 4 & 5 Wm. 4, c. 50, and therefore the certificate could not be supported under the 98th section; but it was submitted that, inasmuch as, by 13 Geo. 2, c. 78, s. 28, there was a provision directly applicable to county bridges, and enabling the judge to grant such certificate as the above, and although that Act was expressly repealed by the 5 & 6 Wm. 4, c. 50, yet inasmuch as it was enacted by the 43 Geo. 3, c. 59, that the several penalties, forfeitures, matters, and things in the said Act (13 Geo. 2, c. 78) contained, relating to highways, shall be and the same are hereby extended and applied, as far as the same are applicable to such county bridges, and the roads at the ends thereof as aforesaid, as fully and effectually as if the same and every part thereof were herein repeated and re-enacted, and that Act must be considered as incorporated in and re-enacted by 43 Geo. 3, c. 59, and therefore the certificate could be granted under such last-mentioned Act: citing *Reg.* v. *Pembridge* (3 G. & D. 5).

Godson and *Hodges*, contrà, contended that although the certificate might have been granted under 43 Geo. 3, c. 59, previous to the passing of 5 & 6 Wm. 4, c. 50, yet, that since that statute expressly repealed 13 Geo. 3, c. 78, it could no longer be considered incorporated in 43 Geo. 3, c. 59, but must only be considered to have been incorporated in that statute so long and no longer than it remained as a substantive enactment upon the statute book: citing 1 Geo. 4, c. 28, s. 30.

By the COURT.—The 5 & 6 Wm. 4, c. 50, s. 98, does not apply to this case, because that Act only applies to highways, and county bridges are not highways in that sense of the word, because the interpretation clause expressly says so. But then comes the 13 Geo. 3, c. 78, which has a section giving power in the case of highways to grant such certificate; and then we have the 43 Geo. 3, c. 59, which says that "the several penalties and forfeitures, matters and things in the said Act contained, relating to highways, shall be the same, and are hereby intended and applied, as far as the same are applicable, to such bridges, and the roads at the ends thereof, as aforesaid, *as fully and effectually as if the same and every part thereof were repeated and re enacted.*" Therefore we must read the Act of Parliament in the same way as if the whole of the 13 Geo. 3, c. 78, had been re-enacted in the 43 Geo. 3, c. 59. But it is said that the 5 & 6 Wm. 4, c. 50, repeals the 13 Geo. 3, and that you must only apply that Act so long as it remains in the Statute Book; but we think we ought to read the Act of Parliament just as if it really did contain the very words of the 13 Geo. 3; and therefore, inasmuch as 43 Geo. 3 is not repealed by 5 & 6 Wm. 4, c. 50, we think the certificate may be granted under it. We, however, arrive at this conclusion with considerable difficulty; but, upon the whole, it appears to us the more reasonable conclusion.

Rule discharged without costs.

SCOTHER WEDLAKE, Administratrix, &c.

Demurrer.

Declaration on a promissory note made by Thomas Wedlake, the intestate.

Plea—That she is not, nor ever has been, administratrix of the goods and chattels of the said Thomas Wedlake, deceased, *modo et formâ*, concluding with a verification.

Special Demurrer, alleging for causes of demurrer that the plea is double, ambiguous, and repugnant; and also that it was bad for concluding with a verification.

H. Hill, in support of the demurrer, citing 1 Wms. Ens. 462; *Sarker* v. *Lee* (1 Freeman, 13); Wynch's Entries, 34; Coke's Entries, 314; Rastall's Entries, 322; Aston's Entries, 285; *Basan* v. *Arnold* (6 M. & W. 559).

Corrie, contrà, citing 3 Ch. on Pl. 942; Stephens on Pleading, 166, 280, 2nd ed.

The COURT gave the plaintiff leave to withdraw the demurrer and amend.

BUSINESS OF THE WEEK.

Tuesday.

REG. v. THE COMMISSIONERS OF SEWERS FOR THE TOWER HAMLETS.—Argued on the 10th inst. The Court gave judgment to-day, and discharged the rule with costs. *Rule discharged.*

WILLIAMS and OTHERS, Executors, v. DOWNMAN.—Argued on the 10th inst. The Court gave judgment to-day, and, under the special circumstances of the case, made the rule absolute.

Rule absolute.

CLOUGH and OTHERS, Assignees, &c. v. TAYLOR and OTHERS.—Argued on the 3rd inst. The Court gave judgment to-day, and discharged the rule.

Rule discharged.

SCOTT v. VAN SANDAU.—Argued on the 6th inst. (vide ante, p. 200), when the Court took time to consider the amount for which the verdict was to be entered. They now made the rule absolute for the verdict to stand for 1,165*l.*

REPTON, Clerk, v. HODGSON.—Argued on the 4th inst. The Court now gave judgment for the plaintiff.

Wednesday.

REG. v. JUSTICES OF CORNWALL.—*Godson* and *M. Smith* shewed cause. *Smirke*, contrà.

Rule absolute.

REG. v. THE COMMISSIONERS OF LAND-TAX FOR THE CITY OF LONDON. *Bovill* shewed cause. *J. W. Smith*, contrà. *Rule discharged.*

REG. v. MAYOR OF LONDON. *Struck out.*

REG. v. CORPORATION OF WIGAN.

Rule absolute.

REG. v. JUSTICES OF MIDDLESEX.—*Godson* shewed cause. *Howarth* and *Crouch*, contrà.

Rule discharged.

REG. v. JUSTICES OF SOMERSETSHIRE.—*Godson* and *Pashley* shewed cause. *Carrow*, contrà.

Rule discharged.

TRUMBLING v. HOSKING and OTHERS.

Judgment for defendants.

WILLIAMS and ANOTHER, Assignees, &c. v. VINES, and ANOTHER.—*Demurrer* to plea.—*Pashley*, in support of demurrer. *Bramwell*, contrà.

Judgment for the plaintiff.

Thursday.

JUDGMENTS.

PARTRIDGE v. BANK OF ENGLAND.

Verdict for the defendant on all the issues except the general issue.

ELWOOD v. BULLOCK.

Judgment for the plaintiff.

KERR v. LEEMAN. *Judgment for the defendant.*

FAWCETT v. FEARNE and ANOTHER, Assignees, &c.

Verdict to stand for so much as will satisfy the first execution.

ALDRED v. PEARSON.—*Martin* and *Unthank* shewed cause. *Watson* and *H. Hill*, contrà.

Rule discharged.

FORSYTH v. SLINGSBY.

Judgment for the plaintiff.

ALDRED v. CONSTABLE.—*Martin* shewed cause; *Wortley*, *E. V. Williams*, and *E. Bearon*, contrà.

Cur. adv. vult.

MILLS v. COOPER. *Cur. adv. vult.*

BOUCHER v. MURRAY.—*Hughes* shewed cause; *Bramwell*, contrà.* *Rule absolute.*

COURT OF EXCHEQUER.

Friday, June 7.

WHITMORE and OTHERS, Assignees, v. GREEN and COTTAM.

Trover by assignees of a bankrupt.—An execution against the goods of the bankrupt after the act of bankruptcy, but before the fiat, and where notice of the act of bankruptcy has been given between the seizure and sale, is protected by 2 & 3 Vict. c. 29.

Watson, Q.C. and *Bovill*, shewed cause against two several rules obtained by the two defendants to enter a verdict for them or a nonsuit. It was an action of trover brought by the plaintiffs as assignees of one Lawton, a bankrupt, against the defendant Green, who was sheriff of Cambridge, and Cottam, who was the judgment creditor of the bankrupt, and who had sued out the *fi. fa.* against Lawton, under which the sheriff had entered and seized the goods in question. The *fi. fa.* was issued on the 26th May, 1843, upon a judgment on a warrant of attorney not in a hostile action. The act of bankruptcy was on the same day, but before the seizure, which did not take place for several days afterwards. Notice of the act of bankruptcy was given to the execution creditor before the sale, which was before the fiat. On the part of the defendants it was submitted that the execution having been perfected by sale before the fiat, was protected by 2 & 3 Vict. c. 29; citing *Godson* v. *Sanctuary* (4 B. & Ad.); *Whitmore* v. *Robertson* (8 M. & W.); *Ramsay* v. *Eaton* (10 M. & W.); *Skey* v. *Carter* (11 M. & W.); *Wymer* v. *Smith* (6 B. & C.); *Wilson* v. *Tammond* (12 L. J. C. P. 357); *Rush* v. *Baker* (2 Stra. 995); *Ledham* v. *Edmondson* (1 B. & B. 371); *Bulme* v. *Hutton* (2 C. & J. 21); 6 Geo. 4, c. 16, ss. 81, 108.

Peacock, for the execution creditor, also contended that against him trover was not the right form of action. On this point he was stopped by the Court.

Byles, Serjt. and *Cleasby*, contrà, citing *Ex parte Botcherley* (2 Gl. & J. 367); 6 Geo. 4, c. 16, s. 81.

The Court, after taking time to consider, now delivered judgment.

By the COURT.—The rule ought to be made absolute as to Cottam the creditor. He is clearly not liable in trover, at all events. He did not interfere in the proceedings, but merely received the money from the sheriff. If he were liable in this action, it would be charging him with sheriff's poundage, or any other deductions which the sheriff may have made. If he is liable at all, it must be in another shape. The case of the sheriff is different. After the case of *Chesten*

v. *Gibbs* (19 L. J. Exch. 13). It cannot be disputed that where he has rendered himself liable at all, trover is the proper form of action. He would, therefore, be liable, unless protected by some statute. The question then is whether, the sale having in this case been completed before the fiat, the notice of the act of bankruptcy given after the seizure distinguishes it from similar cases, which have been held to come within the statute 2 & 3 Vict. c. 29. That statute was passed to protect creditors in certain cases who should complete their executions before the fiat actually issued. To exclude this from that class of cases would be to substitute other words for those in the statute. Considering the grounds upon which courts of law acted in *Skey* v. *Carter*, we think the argument of the plaintiffs cannot be supported. *Rules absolute.*

Thursday, June 20.

LISTER v. CUNDIIL.

Demurrer—Insolvent Act—Contract made by the insolvent between petition and final discharge.

Hoggins, for plaintiff.

Watson, Q. C. for defendant.

Declaration in debt—Money paid and an account stated.

Plea—That before the accruing, &c. the plaintiff, being a prisoner in York Castle, under a *ca. sa.* filed his petition under the Insolvent Act, and that by the vesting order, made and bearing date before the accruing, &c. *it was ordered that all the estate, &c. and all the future estate, right, title, interest and trust of the plaintiff to any estate whatsoever, and all debts due, or growing due to the plaintiff before his discharge, should vest in Samuel Sturgis, the provisional assignee*; that due notice was given, and that after making the order, and before the final discharge the said debts, &c. became due, and the said vesting order did thereby vest all such estate as aforesaid and amongst other things the said debts, in the said S. Sturgis. And that afterwards, and after the accruing, &c. the plaintiff was brought, at York Castle aforesaid, before the Commissioner, and upon his examination, it was ordered that he should be discharged from custody, and entitled to the benefit of the said Act, &c. and that the said order and discharge remain in full force, and the said debts and causes of action still remain and are vested in the said S. Sturgis.—*Verification.*

Special demurrer.—Assigning for cause that it is consistent with all the allegations in the plea, that the said debt, &c. did not vest in S. Sturgis, and that it ought to have stated facts shewing that they did vest, and not merely asserted as conclusions of law that they did so vest, and that the allegations in the plea as to the effect of the vesting order are mere allegations of matter of law, and cannot be traversed, &c. *Joinder in demurrer.*

For the plaintiff, it was contended that the plea ought to have shewn that Sturgis had in some way interfered and claimed the debts, and that it might be that the debts accrued to the plaintiff *en autre droit*, when they would not have vested, and that the plea did not shew with sufficient certainty that they ever did vest, and that it did not sufficiently confess the causes of action.

For the defendant, it was contended that the setting out the vesting order was a sufficient statement of the matters of fact by which the debts became vested, &c.; citing *Young* v. *Rushworth* (8 A. & E.), and *Herbert* v. *Sayer* (not yet reported).

By the COURT.—*Herbert* v. *Sayer* has been reversed by the Exchequer Chamber, and *Young* v. *Rishworth* has been overrruled. Mr. Watson had better amend.

Judgment for plaintiff, unless defendant amend on the usual terms.

Ecclesiastical Courts.

ARCHES COURT.

Friday, May 31.

The office of the Judge promoted by BURDER *v.* HODGSON.

In a proceeding against a clergyman, the object of which is to suspend him from, or deprive him of, all ecclesiastical preferment, and not merely to punish him pro salute animæ et reformatione morum, the Ecclesiastical Court has jurisdiction over an offence indictable at common law, though no conviction in a court of common law is pleaded.

This is a proceeding under the 3 & 4 Vict. c. 86 (the Church Discipline Act), brought by letters of request from the Bishop of Salisbury.

On the 9th of December, 1843, a decree issued from this court, directed to the Rev. Mr. Hodgson, formerly chaplain of Salisbury gaol, and still rector of a parish in the said city, citing him to appear and answer to certain articles, &c. touching and concerning his deprivation or suspension from all his ecclesiastical preferments, by reason of his immoralities, incontinence, unnatural practices, habits, and propensities, causing great scandal to the Church. The party cited appeared and prayed articles. These articles were brought, and their admission was opposed. [illegible]

Addams and *Elphinstone*, against the admissibility of the articles, cited *Gaisford* v. *Bignell* (2 Salk. 552); *Searle's* case (Hobart, 121; Cons. 141, n.); *Nash* v. *Nash* (1 Cons. 140); *Bromley* v. *Bromley* (ib. n.); *Slader* v. *Smallbrooke* (1 Lev. 138; 1 Sid. 217); *Carr* v. *Marsh* (5 Ad. & El. 502); *Rowlet* v. *Head* (2 Sel. 665); *Townsend* v. *Thorpe* (2 Lord Raym. 1507); *Free* v. *Burgoyne* (5 B. & C. 400; 2 Bligh. N.S. 65; 1 Dowl. & Clark, 115); *Mogg* v. *Mogg* (2 Add. 292); *Price* v. *Clark* (3 Hagg. 271).

Haggard and *R. Phillimore*, in support of the articles, cited *Newcombe* v. *Higgs* (Fitzg. 189); *The Bishop of Clogher's* case (Annual Register, 822); Lyndwood, lib. 2, tit. ii. pp. 92-96, lib. iii. tit. 28, p. 260, tit. 29, p. 268, lib. v. tit. 5, p. 292, tit. 8, p. 308, tit. 14, p. 313, tit. 16, pp. 315-316.) See Law T. R. vol. ii. p. 355.

The arguments on either side will sufficiently appear from the judgment, which was now (May 31) pronounced.

Sir H. JENNER FUST.—This is a cause of office, under the Act of her present Majesty, generally known as the Church Discipline Act, and it is brought into this court by letters of request from the court of the Bishop of Salisbury. By the decree which was issued in pursuance of these letters the rev. defendant is called on to answer certain articles. The purport of the proceeding it is unnecessary to state; the object sought is not *pro salute animæ* or *reformatione morum*, but a sentence of suspension or deprivation of his clerical functions against this gentleman. The articles were given in and stood for admission, when the party cited undertook to shew cause why he should not be suspended or deprived from the exercise of those ecclesiastical functions. These articles, in the first place, set forth that by the general laws ecclesiastical, all clerks and ministers in holy orders are enjoined to abstain from all immorality, obscenity, and indecency whatever. The second pleads that the party cited was and is a priest or minister in holy orders. The concluding articles set forth the charges brought against him, and detail the particular facts and circumstances, which are, when proved, to subject the party to deprivation or suspension. These articles are objected to, and the principal ground of objection is, that they contain charges for which the party is liable to be proceeded against at common law, and if proved guilty to be convicted and punished in the temporal or criminal courts of this country, and therefore, it is argued, the party is not liable to be proceeded against for such offences in a court exclusively ecclesiastical. In support of this objection the Court has been referred to several cases in which it has been held that this Court is not at liberty to proceed to the punishment of offenders for offences for which they are liable to be proceeded against and convicted in criminal courts, several of these being cases against persons holding ecclesiastical offices. As a general proposition, this doctrine is and must be admitted, but here the question is, whether, for the purpose for which this suit is brought, this Court has not jurisdiction over a clergyman. As against laymen, whatever may be the nature of the charge, undoubtedly the Court has no jurisdiction to entertain a criminal suit, but it is not so clear that, for the purpose of suspension from clerical offices, the Court cannot proceed against clergymen. The distinction arises from the different object of the proceeding against laymen and against clergymen, and admitting the general rule that the Ecclesiastical Court cannot proceed against either a layman or a clerk in orders for the purpose of punishment, the question is, whether, as against the latter person, it may not proceed to try the charge for the purpose of suspension or deprivation from clerical duties and preferments. Now, as I have before said, several cases have been adverted to in support of the objection, and amongst others, that which is usually denominated *Searle's case*, which is found in a note appended to the judgment in the case of *Nash* v. *Nash* (1 Cons. R. 140). *Nash* v. *Nash* was a proceeding by a husband against his wife, in a cause of divorce by reason of adultery. The libel charged the woman with an adulterous intercourse, it pleaded a marriage with the adulterer, and exhibited a copy of the entry of the marriage. It was objected that this marriage, being bigamy, was a felonious act, and could not be pleaded in an ecclesiastical court. Lord Stowell said, "Certainly this Court cannot inquire into a felony *directly*, even where a clergyman is sued for *the purpose of deprivation*." Now any opinion of Lord Stowell is entitled to the greatest deference, but the present question was not the case before him. The question there was not whether a suit for deprivation could be maintained against a clergyman; it occurred simply as an argument against the admission of a plea setting forth the second marriage, which was a felonious act. *Searle's* case, given in the note, occurred in the 12th year of the reign of James I. "Searle had been tried at common law, and found guilty of manslaughter; whereupon he was questioned to deprivation before Dr. Bird, judge of the Court of Audience, when he desired to be admitted to his defence, that he was not guilty, contrary to the verdict." This is from Hobart (p. 121), who says: "Dr. Bird came to me for direction, and we agreed that felony or other capital crimes were not examinable in the ecclesiastical courts—no, not for purposes that were examinable there, as in this case of deprivation; and therefore they may not originally examine such a crime to prove a man criminous, much less, when he is so proved in the proper court, impeach the sentence." Clearly they cannot; but this does not appear to me to have been a decision upon the present point. Dr. Bird and C. J. Hobart seem to have consulted together, and they came to the conclusion that the Ecclesiastical Court could not examine into a capital crime, even for the purpose of deprivation; but that, if the party had been convicted in the proper court, they might build a sentence of deprivation upon the conviction; therefore they thought that Searle could not be allowed to give evidence to shew that the verdict had been improperly obtained. *Bromley* v. *Bromley* was also cited. That was a proceeding for divorce by reason of improper practices in the husband. In that case there had been a verdict at law, and the conviction was pleaded and admitted. So also in *Mogg* v. *Mogg* there had been a conviction, and it was pleaded. I have certainly understood it to be a settled point, that no proceedings in this court can be taken for the purpose of *punishing* a party for an offence such as that imputed to the party cited, or such as felony or one triable at common law. A distinction, and an important distinction, was taken in the case of *Free* v. *Burgoyne*, although, perhaps, that case is not quite similar to the present—namely, whether proceedings against a clergyman by his bishop or ordinary, for the purpose of suspending or deposing him from his ecclesiastical offices, may not stand on a different footing from a proceeding for the purpose of punishing him; and, whether for the purpose of suspension or deprivation, this Court is not at liberty to entertain a suit of this description. If there has been a conviction at common law, that may be pleaded, and then the Court need not, nay could not, enter into any inquiry, but would proceed upon the conviction; but where there have been no proceedings at law, and none said to be in progress, the question is, is not the case within the principle of *Burgoyne* v. *Free*, and is not the bishop at liberty to proceed for the purpose of suspension or deprivation? That was a proceeding against a beneficed clergyman, and no doubt the Ecclesiastical Court had cognizance of the particular crime charged against the party. The only question was, whether the statute 27 Geo. 3, c. 44, did apply to a proceeding by the bishop against a clergyman of his diocese, the statute having introduced a limitation of the time within which such a suit might be brought. The title of the Act is, "An Act to prevent frivolous and vexatious Suits in the Ecclesiastical Courts," and it enacts "that no suit shall be commenced in any Ecclesiastical Court for incontinence after the expiration of eight calendar months from the time when such offence shall have been committed, nor shall any prosecution be commenced or carried on for fornication at any time after the parties offending shall have lawfully intermarried." Lord Chief Justice Tenterden (then Lord Chief Justice Abbott) thus puts the case (5 B. & C. 404):—"It has been contended before us that this statute extends to the clergy as well as to the laity, and we think it does, as far as they and laymen are on the same footing, that is, where the object of the suit is reformation of manners or the soul's health, but that it was not intended to limit the time for proceeding against a clerk, *as such, for deprivation.*" Here, then, is a clear distinction between a suit for punishment and a suit for deprivation. "Such a suit is not frivolous or vexatious, it is not within the mischief or object of the statute. Reformation of manners is not the object or, at any rate, not the only object of this suit. The articles shew that one at least of the objects of the suit was to procure the deprivation or suspension of the plaintiff—a species of jurisdiction which the Ecclesiastical Court has no opportunity of exercising over laymen. Now, in other temporal matters, such as forgery of orders, there cannot be any proceeding against a layman as such, but if he has obtained a benefice, he may be sued in the Ecclesiastical Court, in order to his deprivation, according to *Slader* v. *Smallbrooke* (1 Lev. 138, 1 Sid. 217). We think, therefore, that as to the charge of incontinence, the Ecclesiastical Court may proceed for the purpose of deprivation; and our judgment will be, that the prohibition stand, as to proceeding upon the charge of fornication, with a view to reformation, or the soul's health, but that there must be a consultation as to proceeding upon that charge for deprivation or any other punishment. This course was adopted in the case of *Townsend* v. *Thorpe* (2 Lord Raym. 1507), which was a proceeding against a parish clerk, who was charged with several offences punishable in the temporal and not the spiritual courts; yet it was held that there might be proceedings against him in the spiritual court in order to deprive him of his office, and as to that, a consultation was granted. Objection has since been made to that case, upon the ground that the Ecclesiastical Court had no authority to suspend or deprive a parish clerk. Perhaps that objection is well founded, but the rest of the case

has never been questioned, and is an authority for our present decision." Therefore the Court of King's Bench held that whether the Spiritual Court had or had not power to deprive the parish clerk, still it was a decision governing the case before them. The case of *Free* v. *Burgoyne* was afterwards appealed to the House of Lords, and the present Lord Chancellor, holding then the same high office, gave the decision in the case, affirming the judgment of the Court of King's Bench. The case is set forth at length in 1 Dow. & Clark, p. 115, and 2 Bligh, N. S. p. 65. Lord Lyndhurst gave judgment to the following effect:—"This was originally a suit in the Spiritual Court, against the Rev. Dr. Free, upon various charges of fornication and other offences. In looking at the articles, I think it was perfectly competent to the Spiritual Court to proceed in the ordinary way, both *pro salute animæ* and for deprivation. In the Spiritual Court, it was contended for Dr. Free that the stat. 27 Geo. 3 was a bar to the proceeding, but the objection was overruled; and then he applied to the Court of King's Bench for a writ of prohibition, and was ordered by that Court to declare in prohibition. The Court of King's Bench was of opinion that the proceeding, so far as it was *pro salute animæ* and reformation of manners, was barred by the Act, even in the case of a clergyman, after the expiration of the eight months. But a much more important question arose, and that was whether the statute applied to a proceeding in the Spiritual Court for the purpose of deprivation; and, looking at the title, the preamble, and the provisions and enactments of the statute, I concur with the judgment of the Court of King's Bench, that the limitation of eight months does not apply to the proceeding in the Ecclesiastical Court for the purpose of deprivation." In this case, therefore, Abbott, C. J. and Lyndhurst, L. C. both thought that the ecclesiastical tribunals could not inquire into the case for the purpose of punishing the party, but might do so with a view to his deprivation. Lord Lyndhurst proceeds, after stating the effect of the judgment of the Court of King's Bench:—"I think the Court was warranted in this judgment, both on principle and on authority. The case of *Slader* v. *Smallbrooke* was one in which proceedings were instituted against a clergyman who had forged his orders; and on application for a prohibition, the Court of King's Bench held that the Spiritual Court had no power to proceed against the accused with any view to a judgment against him for the crime of forgery, but that the Spiritual Court might inquire into the charge of forgery with a view to deprivation. So, although the Ecclesiastical Court cannot punish for forgery, it may inquire into the question of forgery with a view to deprivation only. That case applies directly to the present. The Spiritual Court cannot proceed against Dr. Free *pro salute animæ et reformationе morum*, yet it may inquire into the question of incontinence, with a view to a sentence of deprivation." Then the Lord Chancellor refers to the case of *Townsend* v. *Thorpe*, and thus concludes:—"Both cases are similar in principle to the present. The Spiritual Court may proceed for deprivation only, and for that purpose it may proceed in the manner, and with the forms and ceremony necessary to a sentence of deprivation. I think, therefore, that the judgment ought to be affirmed." This case of *Free* v. *Burgoyne*, both in the King's Bench and the House of Lords, proceeded on this ground, that the Spiritual Court has no cognizance of a crime punishable in the temporal courts, except for the purpose of deprivation from ecclesiastical offices. I confess, it appears to me to go a great length in support of the proceedings in the present case, which are instituted against this gentleman, not to punish him for a temporal offence, but to prevent him from retaining possession of the ecclesiastical preferments which he now holds. I was referred, in the course of the argument, to the case of the *Bishop of Clogher*. I have not a copy of the proceedings in that case, nor have I been able to obtain them. The Bishop, certainly, was outlawed; but still it was held that, as bishop, he was liable to be proceeded against and deprived of his see for the offence imputed to him. The outlawry might have been equivalent to a conviction, and so far this would be a different case. Reference was also made to another case; it was not described by any title, but as a case before the Judicial Committee, on appeal from the island of Jersey. (*The Dean of Jersey* v. *The Rector of the parish of* ——, since reported 3 Moore, P. C. C. 229.) A writ, in the nature of a writ of prohibition, issued from the Royal Court in that island to the Ecclesiastical Court, whereby it annulled certain proceedings in the Ecclesiastical Court, and ordered that all the Acts which referred thereto should be erased from the records of that court. From this last sentence there was an appeal to her Majesty in Council; and I may here say that the Royal Court in Jersey corresponds, to some extent, with the Court of Queen's Bench in this country. The Judicial Committee came to the conclusion that the writ had issued wrongfully, and they reversed it. In the result, it was held that the Ecclesiastical Court in Jersey was at liberty to institute that particular proceeding. When that case was before the Judicial Committee I sat as one of the judges, and I delivered the judgment of their lordships. The case turned upon the canons by which the Ecclesiastical Court in Jersey is governed, and on one canon in particular, the 17th. That canon provides, "that every one of the ministers shall be careful to observe that decency and gravity of apparel which becomes his profession, and may preserve due respect of his person; and they shall be very circumspect in the whole course of their lives, to keep themselves from such company, actions, and haunts as may bring any blame or blemish upon them. Nor shall they dishonour their calling by games, taverns, usuries, trades or occupations not befitting their functions, but shall study to excel all others in purity of life, gravity, and virtue." The 22nd canon is directed against particular offences, and amongst them, fornication; and it applies equally to the clergy and the laity. It was held by the Court Royal that, under this general canon, the Ecclesiastical Court had no power to try offences triable in the temporal courts; but the Judicial Committee was of opinion that, under the 17th, and also under the 46th canon, the Ecclesiastical Court had power to proceed against members of the church, and clerks in holy orders for the purpose of restraining them in such habits of life. The result of the judgment of the Privy Council was, to relax the prohibition, and to allow the Ecclesiastical Court in Jersey to proceed. That case is somewhat of a similar description to the present, for there it was alleged, that "Rumours of a most serious nature had for some time past been publicly circulated touching the conduct of ———, accusing him of leading a most scandalous life, and of having committed indecent as well as criminal acts, to the great scandal of religion, and especially of the Established Church, of which he is a minister." That case does seem to me to go the length of deciding that the Ecclesiastical Court has jurisdiction over clerks in holy orders, for the purpose of suspension or deprivation, although, to a certain extent, that may be punishment; but still, punishment is not the object of the proceeding; the object is to remove the party from the office in which he has so misconducted himself. I am, of course, now considering that the facts charged in these articles may be established in proof; and I do not mean to travel through these articles in detail. I do not understand them to charge an actual offence, but a series of acts obscene and indecent in themselves. This person was the chaplain of a gaol; in the course of that duty a person was committed to his care and superintendence; and the charge is that of the existence of vicious propensities, to be proved by overt acts. In the case from Jersey, it was argued that, as the offence was laid, evidence of actual guilt might be given; but that objection was disallowed, and, it was said, it was a proceeding to remove a scandal, and that the possibility of such evidence being given was no ground for issuing the prohibition. Surely no clergyman can be allowed to remain in possession of an ecclesiastical benefice whilst labouring under such an imputation as this. It may be mere report, but still it is a scandalous report arising out of conduct. I should like to know how parishioners can receive the communion, or receive consolation in their dying moments, from a person labouring under such imputations as these. If the Ecclesiastical Court has no jurisdiction to interfere in such a case, will not the effect be, that the parishioners, from actual disgust, will abstain from all communion with the party? I am therefore of opinion, both upon principle and authority, that there is no ground for concluding the jurisdiction of this Court—that this Court has jurisdiction to try the case, for the purpose of suspension or deprivation; and not only to entertain the suit, but to pronounce a sentence either of suspension or deprivation, as may seem proper, according to the magnitude of the offence, to be shewn by the evidence which will be produced against this gentleman. I am of opinion that these articles are admissible, and, with a single exception, I admit them to proof.

[The Court rejected the 17th article, which referred to an inquiry made privately by the visiting justices of the gaol in which the rev. defendant was chaplain, and stated that they had suspended him from his office. The conduct or opinion of these magistrates could not be evidence against the party cited, and accordingly the article pleading it must be rejected.]

CENTRAL CRIMINAL COURT.

JUNE SESSIONS.

Thursday, June 13.

REG. v. NORVAL and ANOTHER.

Larceny—Constructive possession of goods by master, to support larceny instead of embezzlement against servant.

The prisoners were indicted for feloniously stealing certain deer-horns, the property of one Kirkman.

It appeared in evidence, that the prisoner Norval was in the employ of Kirkman, who was a carman. The goods in question were lying in the docks, and the owner delivered to Kirkman the dock warrants in order that he might receive them and cart them up to town. Kirkman accordingly gave the warrants to the prisoner Norval, with the necessary instructions, and he (Norval) went with a cart to the docks, the deer-horns were put into it, and on the passage back to London several of them were abstracted; Norval colluding with the other prisoner for that purpose.

Ballantine, for the prisoner Norval, contended, that upon this state of facts the charge should have been one of embezzlement as against him, and not one of felony. The goods had never been in the master's possession. The prisoner obtained them lawfully in the first instance, so that there could be no tortious taking, which was an essential ingredient in the proof of felony.

Mr. Commissioner BULLOCK consented to reserve the point, and the prisoner was convicted.

The learned commissioner subsequently stated, that he had consulted Mr. Baron Gurney on the subject, who was of opinion that the conviction was proper. True it is, that the making away by a servant with goods that have never been in the possession of the Master, is embezzlement; but here there is a constructive possession, and that accrued at the moment when the goods were placed in the master's cart.

Note.—The indictment might probably have been sustained on another ground, namely, that the possession by the master, of the dock warrants, was a possession of the goods themselves for this purpose.—REPORTER.

Friday, June 14.

REG. v. DALMAS.

Murder — Conversations between the deceased and others, immediately preceding her death, admissible in order to shew the condition she was in at the time of making a particular statement—A dying declaration cannot be received without direct, and not merely inferential proof, that the deceased was then aware of her danger—Conversations between deceased and another person previous to the murder, admissible on reasonable evidence being given that such person and the prisoner were identical.

The prisoner was indicted for the wilful murder of one —— M'Farlane, by cutting her throat with a razor; and a question arose as to whether a certain statement made by the deceased a short time previous to her death was admissible in evidence. The circumstances under which it was uttered were thus detailed by the witnesses. One of them exclaimed, on seeing her,—"My God! the woman will bleed to death before assistance comes!" She heard him say that. He observed, "She is dying." She heard that also. She was lying on her back, bleeding profusely. A policeman whispered something in her ear. She lived about five minutes afterwards. She appeared to him to be sensible. He thought so from her answers. This witness admitted, on cross-examination, that he might have said, "*If you do not send for assistance*, she will bleed to death." The policeman stated, that when the exclamations respecting her danger were used by the last witness and other bystanders, the woman looked in his (the policeman's) face, as though she wanted to say something. He stooped down, and put four questions to her, and she answered them. She talked distinctly, but low, as if she was faint. The last answer was fainter than the first.

Wilkins (with whom was *Allen*), for the prisoner, had objected, in the first instance, that this evidence was inadmissible, inasmuch as it consisted of conversations at which the prisoner was not present; but the objection was overruled by

GURNEY, B. who observed, that although it could not be received under ordinary circumstances, it was admissible here, for the purpose of shewing the condition the deceased was in at the time of making the declaration.

Wilkins and *Allen* then objected to the reception of the statement, on the ground that there was not sufficient proof of her being aware of her approaching dissolution. The words, *If you do not send for assistance, &c.* were calculated to excite in her mind a hope of recovery. It implied, that if assistance were sent for, she would live. The mere fact of her dying five minutes afterwards is insufficient. It might be that she thought she would survive, and was mistaken. There must be distinct and affirmative evidence, that she was aware of her danger, and if ever this can be dispensed with, it can only be where the circumstances that surround the case are such as to leave no doubt that the deceased really was so. Here there is no ground for such presumption. There would be no violent pain. The witnesses speak of faintness, but this almost precludes the existence of great pain, and it has been a matter of general observation and belief that a death caused by a gradual loss of blood is the easiest and least painful of all others. *R.* v. *Spilsbury* (7 C. & P. 190) was quoted.

[In addition to the arguments used by the counsel for the prisoner to induce the Court to reject the declaration of the deceased, it would have been urged, if necessary, that the questions put to her by the policeman were leading ones, and that her answers would have been inadmissible on that ground. It

appeared by the depositions, that the policeman had put his questions in this form:—"Was Dalmas the man who did it?" To which she replied, "Yes." The learned judges, however, gave their decision upon the points above stated, and before this ground of objection was mentioned.]

Gurney, B. after a consultation with Williams, J. said:—We are of opinion that the question is too doubtful a one to justify us in deciding it in the affirmative. There must not only be actual nearness of death, but an absolute conviction of it in the mind of the individual. We believe that no case has gone the length of saying that the latter can be dispensed with. The decision of points of this kind must always rest upon the circumstances of each individual case, but here there is nothing but a mere inference that the deceased was probably aware she could not recover. We think it a safer course to reject the evidence.

Conversations between the deceased and a person with whom she was seen in company a short time before the murder, and which person was stated by several witnesses to have been, to the best of their belief, the prisoner, were sought to be given in evidence and were objected to on behalf of the prisoner. It was not yet clear that the individuals were identical, and unless they were so, these would be statements made by parties in the prisoner's absence, and consequently would be inadmissible.

Gurney, B.—There seems to be reasonable evidence that the person with whom the conversations were had and the prisoner, are the same. The witnesses speak to a correspondence in dress and in general appearance, and we think, therefore, there is sufficient proof of identity to warrant the admission of this testimony.

Saturday, June 15.

Reg. v. Williamson.

Manslaughter—Coroner's inquisition—Proof of a boat being unlicensed—Sufficiency of evidence of gross negligence and want of skill.

The prisoner was indicted upon the coroner's inquisition, which charged that he, within the jurisdiction of the Central Criminal Court, and within the limits of the 7 & 8 Geo. 4, c. 75 (private Act), feloniously, wilfully and unlawfully did allow a certain boat called a skiff, belonging to one John Williamson, then being a freeman of the Watermen's Company, to ply for hire at a certain public stairs and plying-place, that is to say at London-bridge-stairs, in the parish, &c. aforesaid, for the carrying of persons and passengers for hire, within the limits of the said Act, without a license having been granted, according, &c.; and that he, the said prisoner, being in and on board the said boat, without such license as aforesaid, at the public stairs aforesaid, feloniously, wilfully, and unlawfully did use and work the said boat without such license as aforesaid, and that he then and there feloniously, wilfully, and unlawfully did embark in and on board of the said boat then and there being, without such license as aforesaid, him, the said deceased, and divers, to wit, ten other persons, as passengers, for gain and hire, and the said prisoner and the said deceased, and the said ten other persons so being then and there in and on board the said boat, without such license as aforesaid, he, the said prisoner did then and there feloniously, wilfully, and unlawfully use, navigate, and work the said boat, without such license as aforesaid, in and on the waters of the said river Thames, the said boat being then and there overloaded, and unfit, from its frame, dimensions, and construction, for the conveyance of more than four persons as passengers therein, and that the said boat so being without such license as aforesaid, and the said deceased and the said several other persons then and there being therein as aforesaid, and the said prisoner then and there also being therein, and having the control, conduct, and management thereof, was, then and there, by the force and violence of the said waters, and through the negligence, recklessness, want of skill, and proper caution of him, the said prisoner, and by the overloading of the said boat as aforesaid, upset and turned over in the said waters of the said river Thames, by which said upsetting and turning over of the said boat, he, the said deceased, was then and there precipitated into and immersed, suffocated and drowned in the waters of the said river Thames, of which said suffocation and drowning the said deceased then and there died, &c.

To prove that the boat was not licensed, the beadle of the Watermen's Company was called. He stated that in regular course the boats licensed by the company bore a number upon them; that there was no number painted on the boat in question, and that he had examined the books of the company, and found that no license for the said boat had been granted. He had not the books with him in court.

Wilde (for the prisoner) objected that on this evidence, and the books not being produced, there was no proof that the boat was unlicensed; but

Gurney, B. held, that the fact of no number being painted on the boat furnished sufficient *primâ facie* evidence of the fact, and that it was for the prisoner to shew that a license was issued by the company, if such was the case.

The evidence adduced was to the effect that thirteen individuals, children and grown persons, embarked in the boat, besides two watermen, of whom the prisoner was one. Two of the witnesses deposed, that by the swell of a steamer in motion the boat was carried against the bows of another steamer lying alongside the landing-place; that as soon as it struck, the prisoner called out to the passengers to sit still; but instead of doing so, they all jumped up and tried to lay hold of the steamer, and in consequence the boat was overset. Had the passengers remained quiet, the witnesses believed the accident would not have happened.

Another witness gave it as his opinion that the fault lay in the prisoner's pushing off the boat from the stairs with one of the oars, he standing upright at the time, instead of being seated, and having the command of the sculls. He ought to have known the danger, under such circumstances, of crossing the strong tide that rushed through the arch of the bridge. But for his pushing off as he did, the boat would have cleared the steamer. He thought the same thing might have happened to the boat if there had been only three persons in it, or even one.

Ballantine and *Wilde* objected that on this evidence the prisoner could not be found guilty. If, as was stated, the mere pushing off the boat, he being then standing, was the cause of the accident, it was not so gross a want of skill as could be cognizable in a criminal court. Again the inquisition states that the death resulted from the overloading of the boat, but there is no evidence whatever of this being the immediate cause of its sinking. One witness asserts that it would have been in all probability driven against the steamer had only two or three persons been on board, and the others declare that if it had not been for the sudden rising of the passengers and their attempting to catch at the steamer, the casualty would not have taken place at all.

Williams, J.—The words of the inquisition are, that the prisoner, "through his negligence, recklessness, and want of skill and proper caution, and by the overloading of the said boat, &c. committed the injury." If any one of these causes is proved it will be sufficient. If the circumstance of the passengers jumping up really caused the accident, the overloading of the boat was immediately productive of such a result, and thus the prisoner is answerable, for he should have contemplated the danger of such a thing happening. If the fact of the defendant standing up in the boat was the cause of the catastrophe, then it may be gross negligence on his part to have done so, because he is supposed to be acquainted with the force and velocity of the tide, and the danger of crossing it under the circumstances. On the whole, it is a question for the jury whether the deceased met his death either by the gross carelessness of the prisoner in the management of the boat, or in taking on board, in the first instance, a greater number of passengers than it was safely capable of carrying.

The jury, after a short deliberation, acquitted the prisoner.

THE LEGISLATOR.

Summary.

Lord Brougham has succeeded in burking, for this session at least, the admirable Debtors and Creditors Bill of Lord Cottenham. The motive of the eccentric nobleman was, it is to be feared, the most paltry jealousy of any other person reaping laurels in a field which he desires to keep exclusively to himself. His manner of effecting the object was sagacious. He set up a rival bill to that of Lord Cottenham, and then succeeded in procuring the transmission of both of them to a select committee, upon the pretence of comparing and amalgamating the two measures, but really to destroy both. The conduct of the Lord Chancellor on this occasion was most inexplicable. After having energetically declared his approval of Lord Cottenham's Bill, in a former stage, and given it his support, he now, at the beck of Lord Brougham, turned round, and voted against it. No other subject of legal interest has engaged the attention of either House.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

SESSIONAL PRINTED PAPERS.

Par. Num.
362. Postmasters General (Postage)—Returns
378. Controverted Elections—Report and Evidence
370. Bill—Coroners, Ireland
Union Workhouses, Ireland—Appendix to the Report
382. Stipendiary Justices, Colonies—Return
368. Army Services—Account of Receipt and Expenditure
384. Poor Law, Dudley Union—Paper
386. Mrs. Gilmour—Return
392. Coffee—Account
394. Education, Ireland—Report of Commissioners
297. Gaming—Report and Evidence
376. Poor Relief Act, Ireland—Return
393. Appeals—Return
387. Medical Poor Relief—Second Report of Committee
367. Bills—Appeal in Criminal Cases
375. — Grand Jury Presentments, Dublin
397. — Railways
398. — Prisons, Scotland, amended
399. — Education
401. — Sugar Duties, amended in Committee and on Report
Lunatic Asylums, Ireland—Report of Inspectors General
262 Chester and Holyhead Railway—Copy of Mr. Rendel's Report
391. East India Company, Home Accounts—Return
396. Literary and Scientific Institutions, Scotland—Return
406. Alexander Walker, &c.—Paper
400. Bills—Tralee Navigation and Harbour, Ireland
404. — Juvenile Offenders
415. — Dissenters' Chapels, amended by Committee, on recommitment and on Report
356. Emigration of Indian Labourers—Copies of further Correspondence
371. Bank of Ireland—Accounts
388. Gaspé Fishery and Coal Mining Company—Copy of Act
423. Joint Stock Banks—Return
416. Bill—Copyholds Enfranchisement, amended.

BILLS READ A FIRST TIME.

Friday, June 21.

Juvenile Offenders—"for providing Houses of Refuge for the reception of Juvenile Offenders in England," presented and read.

Tuesday, June 25.

Sudbury Disfranchisement
Field Gardens—"to promote the letting of Field Gardens to the Labouring Poor"
County Rates—"to amend the Laws relating to the assessing, levying, and collecting of County Rates"
Butter and Cheese—"to repeal certain Acts for regulating the Trade in Butter and Cheese."

BILLS READ A SECOND TIME.

Monday, June 24.

Education.

Wednesday, June 26.

Coroners, Ireland.

BILLS READ A THIRD TIME AND PASSED.

Friday, June 21.

County Rates
County Coroners.

Monday, June 24.

Salmon Fisheries, Scotland.

Thursday, June 27.

Sugar Duties.

Friday, June 28.

Turnpike Trusts, South Wales—"to consolidate and amend the Laws relating to Turnpike Trusts in South Wales."

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Monday, June 24.

Ayr Bridge.

Tuesday, June 25.

Mackenzie's (Scatwell) Estate
Mackenzie's (Seaforth) Estate.

BILLS READ A SECOND TIME.

Monday, June 24.

Stone's Estate
London and Croydon Railway
Great Southern and Western Railway
Irvine's Estate.

Tuesday, June 25.

Necton Tithes.

Wednesday, June 26.

Gaspé's Fishery and Coal Mining Company.

BILLS READ A THIRD TIME AND PASSED.

Friday, June 21.

Campbell's Estate.

Monday, June 24.

Rochdale Improvement.

Wednesday, June 26.

Marianski's Naturalization.

Thursday, June 27.

North Wales Mineral Railway.
Newport Dock.

Bills in Progress.

THE NEW RAILWAYS BILL.

One of the most important acts of the present session appears to be the new measure recently introduced on the part of the Ministry by Mr. Gladstone, the President of the Board of Trade and Plantations, in the shape of "A Bill to attach certain conditions to the construction of future Railways, authorized, or to be authorized, by any Act of the present or succeeding sessions of Parliament, and for other purposes in relation to railways."

The Bill contains 48 clauses.

The first enacts, that if at any time after the end of fifteen years from the 1st day of January next after the passing of any Act for the construction of a new line of railroad (whether it be a trunk, branch, or junction line), the clear annual profits divisible upon the subscribed and paid-up capital stock of the said railway, upon the average of the three preceding years, shall equal or exceed the rate of 10*l.* for every 100*l.* of such paid-up capital stock, it shall be lawful for the Board of Trade, upon a month's notice, to revise the scale of tolls, fares, and charges, limited by the Act relating to the said railway, and to fix such new scales of tolls, fares, and charges [illegible] to such different classes of [illegible]

goods as, in the judgment of the said Board—assuming the same quantities and kinds of traffic to continue—shall be likely to reduce the said divisible profits to the said 10*l.* in the hundred; with a provision that Parliament shall require and enable the said Board to give the company a guarantee that the said divisible profits, in case of any deficiency therein, shall be made good to the aforesaid rate of 10*l.* for every 100*l.* of paid-up capital stock. A further provision, empowering the Board of Trade to deduct for losses incurred by bad management on the part of the railway company, is also enacted.

The revised scale is to take effect on being published in the *London Gazette*.

The revised scale of charges may be afterwards raised by the Board of Trade (so that the fares be not higher, of course, than those fixed by the company's Act of Parliament), but they cannot be lowered for a period of seven years after the establishment of the new scale without the consent of the company.

No such company, whilst its scales of charges are under revision, must increase its capital stock.

The 6th clause authorizes the Board of Trade to make from time to time such regulations respecting the traffic of any railway of which the scale of charges has been revised, as may appear to the said Board expedient and desirable.

The 7th clause enacts, that whatever may be the rate of divisible profits in any future railway, it shall be lawful for the Board of Trade, at any time after the expiration of the aforesaid term of fifteen years, to purchase any such railway, with all its stock and hereditaments, in the name and on behalf of the Queen, upon giving the usual month's notice, and upon payment of a sum equal to twenty-five years' purchase of the annual divisible profits, estimated on the average of the three next preceding years. The average rate of profit for the said three years is not to be taken at more than 10*l.* in the hundred. The Board is not authorized to buy any such railway, without the proprietors' consent, whilst any revised scale of tolls, as aforesaid, shall be in force.

When the profits of a railway proposed to be purchased have been reduced by a revision of the scale of charges, the amount of purchase-money is to be estimated on the basis of an average rate of annual divisible profit equal to 10*l.* in the hundred of paid-up capital. This provision is to operate in the event of the proposal being made within three years after the time when the revised scale shall have ceased to be in force.

The company must deliver up any such purchased railway in a state of sufficient repair, and with a sufficient working stock, under penalty of a deduction from the purchase-money by the Board of Trade. Any depreciation in stock is to be also deducted. The interest upon debts is to be deducted in estimating the profits of the concern.

When any such railway as aforesaid shall be under lease, the annual divisible profits shall be estimated in the same manner as if the said railway were not under lease.

The accounts of the railways coming within the provisions of this Act will be open to the inspection of the Board of Trade, which must be furnished with half-yearly abstracts of the receipts and expenditure, &c. The Board may appoint persons to be auditors of the said half-yearly accounts.

The purchase-money of a railway is to be paid over to the directors, and distributed by them amongst the proprietors *pro ratâ* according to their respective interests therein. A receipt under the company's seal is to be deemed a good and sufficient discharge. Upon the payment of the purchase-money the railway and the works thereof are to vest in the Crown.

The contracts, &c. made by such railway companies before the sale of the concern are still to remain in force, and actions, &c. are not to abate.

All differences that may arise between the Board of Trade and the railway companies respecting the amount of profits, or the state of repair or value of the railway proposed to be bought in, are to be settled by arbitration. The arbitrators are to be appointed within fourteen days after the dispute shall have arisen. Each party is to appoint one arbitrator. An umpire may be appointed to decide the case, if the two arbitrators are at loggerheads, and cannot come to any agreement. The umpire's decision to be final.

The members of the Board of Trade are not to be personally liable in respect of actions or suits affecting the said railway.

The [illegible]th clause partially supplies a *desideratum* of the utmost importance; that is to say, it enacts that, for the purpose of securing to poor persons the means of travelling by railway at moderate fares, and in carriages duly protected from the weather, all future railway companies shall provide at least one third-class, or cheap train, each way, daily. The said train is to start at a seasonable hour, to travel at a rate of speed not less than twelve miles an hour, including stoppages, and to stop at every station on the line; the carriages are to be furnished with seats, and protected from the weather in a manner satisfactory to the Board of Trade. The fare of each passenger by this cheap train is not to exceed one penny per mile, and half a cwt. of luggage may be carried without any extra charge; children under three years of age to be carried gratis. With respect to all railways subject to these obligations which shall be open on or before the 1st of October next, this clause will come into force on the said 1st day of October.

The Board of Trade is to have a discretionary control over these cheap trains, and to make orders respecting them, which the company must obey, under a penalty of 20*l.* for every day during which the refusal or neglect to obey the order shall continue. The Board will also have a discretionary power of allowing alternative arrangements. The tax upon the receipts from passengers carried at a penny per mile is not to exceed one-half of the amount of the tax on general receipts.

Provision is made for the conveyance of military and police forces at certain charges; viz. 1d. per mile for each private, and 2d. per mile for each officer.

The railway companies in question are required to afford additional facilities for the transmission of the mails, and to allow lines of electrical telegraph to be established, if requested to do so by the Board of Trade; such electrical telegraphs as shall be established by private parties will be open to the public, subject to certain reasonable regulations and charges.

The Board is empowered to appoint inspectors.

By clause 40, the issue of "loan notes" and other illegal securities by railway companies is expressly prohibited, without any exception, under penalty of the offending railway company forfeiting to the Queen a sum equal to the value represented by every such illegally issued loan note.

Loan notes, however, which may have been issued previously to the 24th of May, 1844, are to be paid, when due, together with the interest agreed upon, &c.

The Board of Trade is authorized to determine what lines, or portions of lines, are to be deemed "new railways," for the purposes of this Act, a list thereof to be published in the *Gazette*.

Such are the most important provisions of the new Government measure.

HOUSE OF LORDS.

DEBTORS AND CREDITORS BILL.

MONDAY, June 24.—Their lordships were occupied several hours in discussing the comparative merits of the respective Bills of Lord Cottenham and Lord Brougham, for the amendment of the laws relating to bankruptcy and insolvency.—The LORD CHANCELLOR proposed to terminate the controversy by referring both Bills to a select committee, in order that the best of the two might be selected, or a better measure compounded out of both.—Lord COTTENHAM, whose Bill stood for third reading, pressed his measure, on the ground that reference to a committee would prevent its passing during the present session; but, on a division, was opposed by 28 to 4, and his Bill, along with Lord Brougham's, was referred to a select committee.

NEW STATUTES.

Of the Session 7 Victoria.

[In this record of actual Legislation, we adopt the plan of giving the titles alone of the statutes of no general or professional interest; and analyses of the more important changes in the law, printing at length such statutes or parts of statutes only as are of particular interest to our readers.]

(*Continued from page* 130.)

CAP. XII.

An Act to Amend the Law relating to International Copyright.—(May 10, 1844.)

The preamble reciting 1 & 2 Vict. c. 59; 5 & 6 Vict. c. 45; 3 & 4 Wm. 4, c. 15; 8 Geo. 2, c. 13; 7 Geo. 3, c. 38; 17 Geo. 3, c. 57; 6 & 7 Wm. 4, c. 59; 38 Geo. 3, c. 71; 54 Geo. 3, c. 56; and that the powers thereby vested in her Majesty were not sufficient to enable her Majesty to confer upon authors of books first published in foreign countries copyright of the like duration, and with the like remedies for the infringement thereof which are conferred and provided by the said Copyright Amendment Act, and that it is expedient to repeal the said International Copyright Act, and to make further provisions in lieu thereof.

Sec. 1 repeals the International Copyright Act.

2. *Her Majesty, by order in council, may direct that authors, &c. of works first published in foreign countries shall have copyright therein within her Majesty's dominions.*—And be it enacted, That it shall be lawful for her Majesty, by any order of her Majesty in council, to direct that, as respects all or any particular class or classes of the following works, (namely,) books, prints, articles of sculpture, and other works of art, to be defined in such order, which shall after a future time, to be specified in such order, be first published in any foreign country to be named in such order, the authors, inventors, designers, engravers, and makers thereof respectively, their respective executors, administrators, and assigns, shall have the privilege of copyright therein during such period or respective periods as shall be defined in such order, not exceeding, however, as to any of the above-mentioned works, the term of copyright which authors, inventors, designers, engravers, and makers of the like works respectively first published in the United Kingdom may be then entitled to under the hereinbefore recited Acts respectively, or under any Acts which may hereafter be passed in that behalf.

3. *If the order applies to books, the copyright law as to books first published in this country shall apply to the books to which the order relates, with certain exceptions.*—And be it enacted, That in case any such order shall apply to books, all and singular the enactments of the said Copyright Amendment Act, and of any other Act for the time being in force with relation to the copyright in books first published in this country, shall, from and after the time so to be specified in that behalf in such order, and subject to such limitation as to the duration of the copyright as shall be therein contained, apply to and be in force in respect of the books to which such order shall extend, and which shall have been registered as hereinafter is provided, in such and the same manner as if such books were first published in the United Kingdom, save and except such of the said enactments, or such parts thereof, as shall be excepted in such order, and save and except such of the said enactments as relate to the delivery of copies of books at the British Museum, and to or for the use of the other libraries mentioned in the said Copyright Amendment Act.

4. *If the order applies to prints, sculptures, &c., the copyright law as to prints or sculptures first published in this country shall apply to the prints, sculptures, &c. to which such order relates.*—And be it enacted, That in case any such order shall apply to prints, articles of sculpture, or to any such other works of art as aforesaid, all and singular the enactments of the said engraving copyright Acts and the said sculpture copyright Acts, or of any other Act for the time being in force with relation to the copyright in prints or articles of sculpture first published in this country, and of any Act for the time being in force with relation to the copyright in any similar works of art first published in this country, shall, from and after the time so to be specified in that behalf in such order, and subject to such limitation as to the duration of the copyright as shall be therein contained respectively, apply to and be in force in respect of the prints, articles of sculpture, and other works of art to which such order shall extend, and which shall have been registered as hereinafter is provided, in such and the same manner as if such articles and other works of art were first published in the United Kingdom, save and except such of the said enactments or such parts thereof as shall be excepted in such order.

5. *Her Majesty may, by order in council, direct that authors and composers of dramatic pieces and musical compositions first publicly represented and performed in foreign countries shall have similar rights in the British dominions.*—And be it enacted, that it shall be lawful for her Majesty, by an order of her Majesty in council, to direct that the authors of dramatic pieces and musical compositions which shall, after a future time, to be specified in such order, be first publicly represented or performed in any foreign country to be named in such order, shall have the sole liberty of representing or performing in any part of the British dominions such dramatic pieces or musical compositions during such period as shall be defined in such order, not exceeding the period during which authors of dramatic pieces and musical compositions first publicly represented or performed in the United Kingdom may for the time be entitled by law to the sole liberty of representing and performing the same; and from and after the time so specified in any such last mentioned order, the enactments of the said Dramatic Literary Property Act, and of the said Copyright Amendment Act, and of any other Act for the time being in force with relation to the liberty of publicly representing and performing dramatic pieces or musical compositions, shall, subject to such limitation as to the duration of the right conferred by any such order as shall be therein contained, apply to and be in force in respect of the dramatic pieces and musical compositions to which such order shall extend, and which shall have been registered as hereinafter is provided, in such and the same manner as if such dramatic pieces and musical compositions had been first publicly represented and performed in the British dominions, save and except such of the said enactments or such parts thereof as shall be excepted in such order.

6. *Particulars to be observed as to registry and to delivery of copies.*—Provided always, and be it enacted, That no author of any book, dramatic piece, or musical composition, or his executors, administrators or assigns, and no inventor, designer, or engraver of any print, or maker of any article of sculpture, or other work of art, his executors, administrators, or assigns, shall be entitled to the benefit of this Act, or of any order in council to be issued in pursu-

ance thereof, unless, within a time or times to be in that behalf prescribed in each such order in council, such book, dramatic piece, musical composition, print, article of sculpture, or other work of art, shall have been so registered, and such copy thereof shall have been so delivered as hereinafter is mentioned (that is to say), as regards such book, and also such dramatic piece or musical composition (in the event of the same having been printed), the title to the copy thereof, the name and place of abode of the author or composer thereof, the name and place of abode of the proprietor of the copyright thereof, the time and place of the first publication, representation, or performance thereof, as the case may be, in the foreign country named in the order in council under which the benefits of this Act shall be claimed, shall be entered in the register-book of the Company of Stationers in London, and one printed copy of the whole of such book, and of such dramatic piece or musical composition, in the event of the same having been printed, and of every volume thereof, upon the best paper upon which the largest number or impression of the book, dramatic piece, or musical composition shall have been printed for sale, together with all maps and prints relating thereto, shall be delivered to the officer of the Company of Stationers at the hall of the said company; and as regards dramatic pieces and musical compositions in manuscript, the title to the same, the name and place of abode of the author or composer thereof, the name and place of abode of the proprietor of the right of representing or performing the same, and the time and place of the first representation or performance thereof in the country named in the order in council under which the benefit of the Act shall be claimed, shall be entered in the said register-book of the said Company of Stationers in London; and as regards prints, the title thereof, the name and place of abode of the inventor, designer, or engraver thereof, the name of the proprietor of the copyright therein, and the time and place of the first publication thereof in the foreign country named in the order in council under which the benefits of the Act shall be claimed, shall be entered in the said register-book of the said Company of Stationers in London, and a copy of such print, upon the best paper upon which the largest number or impressions of the print shall have been printed for sale, shall be delivered to the officer of the Company of Stationers at the hall of the said company; and as regards any such article of sculpture, or any such other work of art as aforesaid, a descriptive title thereof, the name and place of abode of the maker thereof, the name of the proprietor of the copyright therein, and the time and place of its first publication in the foreign country named in the order in council under which the benefit of this Act shall be claimed, shall be entered in the said register-book of the said Company of Stationers in London; and the officer of the said Company of Stationers receiving such copies so to be delivered as aforesaid shall give a receipt in writing for the same, and such delivery shall to all intents and purposes be a sufficient delivery under the provisions of this Act.

7. *In case of books published anonymously, the name of the publisher to be sufficient.*—Provided always and be it enacted, That if a book be published anonymously, it shall be sufficient to insert in the entry thereof in such register-book the name and place of abode of the first publisher thereof, instead of the name and place of abode of the author thereof, together with a declaration that such entry is made either on behalf of the author or on behalf of such first publisher, as the case may require.

8. *The provisions of the Copyright Amendment Act as regards entries in the register-book of the Company of Stationers, &c. to apply to entries under this Act.*—And be it enacted, That the several enactments in the said Copyright Amendment Act contained with relation to keeping the said register-book, and the inspection thereof, the searches therein, and the delivery of certified and stamped copies thereof, the reception of such copies in evidence, the making of false entries in the said book, and the production in evidence of papers falsely purporting to be copies of entries in the said book, the applications to the courts and judges by persons aggrieved by entries in the said book, and the expunging and varying such entries, shall apply to the books, dramatic pieces, and musical compositions, prints, articles of sculpture, and other works of art, to which any order in council issued in pursuance of this Act shall extend, and to the entries and assignments of copyright and proprietion thereto, save and except that the forms of entry prescribed by the said Copyright Amendment Act may torship therein, in such and the same manner as if such enactments were here expressly enacted in relabe varied to meet the circumstances of the case, and that the sum to be demanded by the officer of the said Company of Stationers for making any entry required by this Act shall be one shilling only.

9. *As to expunging or varying entry grounded in wrongful first publication.*—And be it enacted, That every entry made in pursuance of this Act of a first publication shall be *primâ facie* proof of a rightful first publication; but if there be a wrongful first publication, and any party have availed himself thereof to obtain an entry of a spurious work, no order for expunging or varying such entry shall be made unless it be proved to the satisfaction of the Court or of the judge taking cognizance of the application for expunging or varying such entry, first, with respect to a wrongful publication in a country to which the author or first publisher does not belong, and in regard to which there does not subsist with this country any treaty of international copyright, that the party making the application was the author or first publisher, as the case requires; second, with respect to a wrongful first publication either in the country where a rightful first publication has taken place, or in regard to which there subsists with this country a treaty of international copyright, that a court of competent jurisdiction in any such country where such wrongful first publication has taken place has given judgment in favour of the right of the party claiming to be the author or first publisher.

10. *Copies of books wherein copyright is subsisting under this Act printed in foreign countries other than those wherein the book was first published prohibited to be imported.*—And be it enacted, That all copies of books wherein there shall be any subsisting copyright under or by virtue of this Act, or of any order in council made in pursuance thereof, printed or reprinted in any foreign country except that in which such books were first published, shall be and the same are hereby absolutely prohibited to be imported into any part of the British dominions, except by or with the consent of the registered proprietor of the copyright thereof, or his agent authorized in writing, and if imported contrary to this prohibition, the same and the importers thereof shall be subject to the enactments in force relating to goods prohibited to be imported by any Act relating to the customs; and as respects any such copies so prohibited to be imported, and also as respects any copies unlawfully printed in any place whatsoever of any books wherein there shall be any such subsisting copyright as aforesaid, any person who shall in any part of the British dominions import such prohibited or unlawfully printed copies, or who, knowing such copies to be so unlawfully imported or unlawfully printed, shall sell, publish, or expose to sale or hire, or shall cause to be sold, published, or exposed to sale or hire, or have in his possession for sale or hire, any such copies so unlawfully imported or unlawfully printed, such offender shall be liable to a special action on the case at the suit of the proprietor of such copyright, to be brought and prosecuted in the same courts and in the same manner, and with the like restrictions upon the proceedings of the defendant, as are respectively prescribed in the said Copyright Amendment Act, with relation to actions thereby authorized to be brought by proprietors of copyright against persons importing or selling books unlawfully printed in the British dominions.

11. *Officer of Stationers' Company to deposit books, &c. in the British Museum.*—And be it enacted, That the said officer of the said Company of Stationers shall receive at the hall of the said company every book, volume, or print so to be delivered as aforesaid, and within one calendar month after receiving such book, volume, or print shall deposit the same in the library of the British Museum.

12. *Second or subsequent editions.* — Provided always, and be it enacted, That it shall not be requisite to deliver to the said officer of the said Stationers' Company any printed copy of the second or of any subsequent edition of any book or books so delivered as aforesaid, unless the same shall contain additions or alterations.

13. *Orders in council may specify different periods for different foreign countries and for different classes of works.*—And be it enacted, That the respective terms to be specified by such orders in council respectively for the continuance of the privilege to be granted in respect of works to be first published in foreign countries may be different for works first published in different foreign countries and for different classes of such works; and that the times to be prescribed for the entries to be made in the register-book of the Stationers' Company, and for the deliveries of the books and other articles to the said officer of the Stationers' Company as hereinbefore is mentioned, may be different for different foreign countries and for different classes of books or other articles.

14. *No order in council to have any effect unless it states that reciprocal protection is secured.*—Provided always, and be it enacted, That no such order in council shall have any effect unless it shall be therein stated, as the ground for issuing the same, that due protection has been secured by the foreign power so named in such order in council for the benefit of parties interested in works first published in the dominions of her Majesty similar to those comprised in such order.

Sec. 15 requires the orders in council to be published in the *Gazette*; sec. 16, that they shall be laid before Parliament; sec. 17 enacts that they may be revoked; sec. 18 enacts that nothing in the Act shall be construed to prevent the publication of translations: sec. 19, that authors of works first published in foreign countries shall not be entitled to copyright, except under this Act; and sec. 20 is the usual interpretation clause.

CAP. XIII.

An Act to extend until the first day of January, 1845, and to the end of the then next session of Parliament, the time within which Conveyances may be made on behalf of the Crown of, and Disputes settled with regard to Encroachments in the Forest of Dean.—(May 10, 1844.)

CAP. XIV.

An Act for Raising the Sum of Eighteen Millions and Seven Thousand Three Hundred Pounds, by Exchequer-bills, for the Service of the year 1844.—(May 10, 1844.)

CAP. XVI.

An Act to amend the Laws relating to the Customs.
(June 6, 1844.)

This statute is intended to clear up a variety of doubtful questions that had arisen upon the existing Customs Laws. Sections 4 to 7 relate to smuggling, and, as they make an important change in magistrates' law, we cite them *verbatim*:—

4. *Smuggling. Persons on board foreign mail packets, having contraband goods on board, liable to detention, and to a penalty of* 100*l.*—And be it enacted, That every person who shall be found or discovered to have been on board any foreign post-office packet, being a national vessel employed in conveying the mails between any foreign country and the United Kingdom, such packet being found or discovered to have been within any port, harbour, river, or creek in the United Kingdom, not being driven thereto by stress of weather or other unavoidable accident, having on board or in any manner attached thereto, or having had on board or in any manner attached thereto, or conveying or having conveyed in any manner, any spirits, not being in a cask or package, containing twenty gallons at the least, or any tea exceeding six pounds weight in the whole, or any tobacco or snuff, not being in a cask or package, containing three hundred pounds weight at least, shall forfeit the sum of one hundred pounds; and it shall be lawful for any officer or officers of the army, navy, or marines, being duly employed for the prevention of smuggling, and on full pay, or for any officer or officers of customs or excise, or other person acting in his or their aid or assistance, or duly employed for the prevention of smuggling, and he and they is and are hereby authorized, empowered, and required, to detain every such person, and to carry and convey such person before any justice or justices of the peace, to be dealt with according to law: Provided always, that no such person shall be liable to be detained for any such offence unless there shall be reasonable ground to believe that such person was the owner of such goods, or was concerned in bringing the same into such ports and other places as are hereinbefore mentioned, or in concealing the same.

5. *Several persons concerned in the same offence may be sued by one information.*—And be it enacted, That where by any Act relating to the customs a penalty is imposed upon every person committing or concerned in the act by which such penalty is incurred, and such offence shall have been committed by several persons jointly, or several persons shall have been concerned in the same, such several persons shall jointly and severally incur every such penalty; and it shall be lawful to proceed against such persons to recover such penalties jointly by one information, or severally by separate informations, as the Attorney-General or the Commissioners of her Majesty's Customs respectively may deem expedient.

6. *Persons having been before convicted of an offence against the customs may, upon a verdict passing against them, be sentenced to hard labour.*—And be it enacted, That where any verdict shall hereafter pass against any person in any of her Majesty's courts of record for any offence committed after the passing of this Act, for which offence any pecuniary penalty shall have been inflicted by any Act relating to the customs, and such person shall have before been duly convicted, either by verdict in any of her Majesty's courts of record or otherwise, of any such offence, it shall and may be lawful for the judges of the said court in which such person shall be so convicted to order and adjudge that such person shall, in lieu of any penalty, be imprisoned in any house of correction for any period not less than six nor more than twelve calendar months; and the governor or keeper of any house of correction is hereby required to receive any person committed under any such order or judgment.

7. *Persons previously convicted may be held to bail for full amount of penalty.*—And be it enacted, That when any writ of *capias* shall hereafter issue against any person for any such offence as is hereinbefore lastly mentioned, and such person shall before have been convicted of any such offence, such writ shall issue and such person shall be held to bail for the full amount of the penalty sought to be recovered against him.

The remaining sections relate to alterations of duties, of no interest to the Profession.

Cap. XVII.

An Act for giving additional Powers to the Commissioners for the Relief of certain of her Majesty's Colonies and Plantations in the West Indies. (June 6, 1844.)

The object of this statute is indicated by its title.

Cap. XVIII.

An Act to remove Doubts as to the Power of appointing, convening, and confirming the sentences of Courts-Martial in the East Indies. (June 6, 1844.)

Cap. XIX.

An Act for regulating the Bailiffs of Inferior Courts. (June 6, 1844.)

We give this statute *verbatim.*

Bailiffs to be appointed by the judge of the court.—Whereas courts are holden in and for sundry counties, hundreds, and wapentakes, honours, manors, and other lordships, liberties, and franchises, having by custom or charter jurisdiction for the recovery of debts and damages in personal actions, and in many places great extortion is practised under colour of the process of such courts: for remedy thereof, be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the lords spiritual and temporal, and commons, in this present Parliament assembled, and by the authority of the same, That the judge of every such court shall have power to appoint a sufficient number of proper and responsible persons to act as bailiffs of the said court, and in the execution of the process thereof, and to suspend or dismiss any such bailiff for misconduct, and no bailiff so dismissed shall be qualified to be re-appointed; and the bailiffs of the court so appointed, and no other persons, save as hereinafter mentioned, shall serve all summonses, and execute all orders, warrants, precepts, writs, and other processes issued out of the said court; and a list containing the name and place of abode of every such bailiff shall be put up in a conspicuous place in the said court: Provided always, that this Act shall not extend to prevent any process from being executed by any high sheriff or high bailiff, or any officer appointed by Act of Parliament to perform the duties of sheriff with regard to the execution of process out of any such court, or his or their bound bailiffs or other officers.

2. *Bailiffs to give security.*—And be it enacted, That every bailiff so appointed under this Act shall give to the said judge security, in such sum and manner and form as he shall from time to time order, for the due performance of his office, and for payment of all moneys received by him in the execution of his office.

3. *Bailiffs taking fees other than those allowed, to be discharged.*—And be it enacted, That every bailiff authorized to execute the process of any such court who shall wilfully and corruptly exact, take, or accept any fee or reward whatsoever other than and except such fees as shall be allowed by law and declared by order of the court, which shall be put up in some conspicuous place in the court, shall, upon proof thereof before the said court, be for ever incapable of serving or being employed in any office of profit or emolument of the said court.

4. *Remedies against officers of the court guilty of extortion or misconduct.*—And be it enacted, That if any bailiff acting under colour or pretence of the process of any such court shall be guilty of extortion or misconduct, or shall not duly pay or account for any money levied under process of the said court, it shall be lawful for the judge to inquire into such matter in a summary way, and for that purpose to summon and enforce the attendance of all necessary parties, and to make such order thereupon for the repayment of any money extorted, or for the due payment of any money so levied as aforesaid, and for the payment of such damages and costs to the parties aggrieved, as he shall think just; and in default of payment of any money so ordered to be paid within the time specified for the payment thereof, it shall be lawful for the judge of the said court, by warrant under his hand and seal, to cause such sum to be levied by distress and sale of the goods of the offender, together with the reasonable charges of such distress and sale, and in default of such distress to commit the offender to the county gaol or house of correction for any time not exceeding one calendar month.

5. *Persons forging process, &c. guilty of felony.*—And be it enacted, That for every such court a seal shall be made under the direction of the judge of such court, and that all summonses and other process issuing out of the said court shall be sealed or stamped with such seal; and every person who shall forge the seal or any process of the court, or who shall serve or enforce any such forged process, knowing the same to be forged, or deliver or cause to be delivered to any person any paper falsely purporting to be a copy of any summons or other process of the said court, knowing the same to be false, or who shall act or profess to act under or by the authority of such summons or process, knowing the same to be false, or who shall take upon himself to act as a bailiff of any such court without lawful authority, shall be guilty of felony.

6. *Sale not to be till three days after execution.*—And be it enacted, That no goods which shall be taken in execution under any process of any such court shall be sold until the end of three days at least next following the day on which such goods shall have been so taken, unless such goods be of a perishable nature, or upon request in writing under the hand of the party whose goods shall have been taken; and until such sale the goods so taken shall be in the custody of the bailiff to whom the warrant of execution shall have been directed.

7. *Penalty for assaulting bailiffs, or rescuing persons or goods taken in execution.*—And be it enacted, That if any bailiff of any such court shall be assaulted while in the execution of his duty, or if any rescue shall be made or attempted to be made of any person or goods taken or levied under process of any such court, the person offending therein, on conviction thereof before any two justices of the peace, shall be imprisoned with or without hard labour in the common gaol or house of correction for any term not exceeding three calendar months, or shall forfeit and pay such fine not exceeding five pounds as may be set upon him by the said justices of the peace; and every such fine, with the costs of conviction, in case of nonpayment thereof, shall be levied by distress and sale of the goods of the offender.

8. *Limitation of actions, &c.*—And be it enacted, That all actions and prosecutions to be commenced against any bailiff of any such court for any thing done in pursuance of his duty as such bailiff, or for such grievance, misfeazance, or nonfeazance as aforesaid, shall be laid and tried in the county where the offence was committed, and shall be commenced within three calendar months after the fact committed, and not afterwards or otherwise; and notice in writing of such action or prosecution, and of the cause thereof, shall be given to the defendant one calendar month at least before the commencement of such action or prosecution; and no plaintiff shall recover in any such action if tender of sufficient amends, in the opinion of the judge who shall try such action, shall have been made before action brought, or if after action brought a sufficient sum of money, in the opinion of the judge as aforesaid, with costs, shall have been paid into court, in satisfaction of such action."

9. *Meaning of "judge."*—And be it enacted, That in this Act the word "judge" shall be construed to mean the county clerk, under-sheriff, steward, or other person by or before whom any such court shall be holden.

10. *Act may be amended.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this session of Parliament.

Cap. XX.

An Act to amend an Act of the First and Second Years of her present Majesty, for securing the Debt due by the City of Edinburgh to the Public. (June 6, 1844.)

Cap. XXI.

An Act to reduce the Stamp Duties on Policies of Sea Insurance and on certain other Instruments, and to Repeal the Duties on certain Bonds, and the Law requiring Public Notaries in Ireland to deliver Accounts of Bills and Notes noted by them. (June 6, 1844.)

The first section repeals the existing stamp-duties on policies of sea insurance and on certain agreements, and also on certain instruments for appointing proxies, except as to arrears.

Sec. 2 grants new duties set forth in the schedule in lieu thereof.

Sec. 3 enacts that the powers and provisions of former Acts shall be applied to the duties granted by this Act.

The remaining sections and the schedule we present *verbatim*, as they are important to our readers:—

4. *Penalty for evading the duties on insurances. The London Assurance and the Royal Exchange Assurance Corporations allowed to make agreements on unstamped slips, on certain conditions.*—And be it enacted, That if any person shall become an assurer upon any insurance in respect whereof any duty is by this Act made payable, or shall subscribe or underwrite, or otherwise sign or make or enter into any contract, agreement, or memorandum of any such insurance, or shall receive or contract for any premium or consideration for any such insurance, or shall receive or charge or take credit in account for any such premium or consideration as aforesaid, or any sum of money as or for any such premium or consideration as aforesaid, or shall wilfully or knowingly take upon himself any risk, or render himself liable to pay, or shall pay, or allow or agree to pay, or allow in account or otherwise, any sum of money upon any loss, peril, or contingency relative to any such insurance, unless such insurance shall be written on vellum, parchment, or paper duly stamped, or if any person shall be concerned in any fraudulent contrivance or device, or shall be guilty of any wilful act, neglect, or omission, with intent to evade the duties payable under this Act on policies of insurance, or whereby any such duties shall be evaded, every person so offending shall for every such offence forfeit and pay the sum of one hundred pounds: Provided always, that nothing herein contained shall extend to subject any member, officer, or servant of the London Assurance or Royal Exchange Assurance Corporations respectively to any of the penalties by this Act imposed, for or by reason of his making any agreement to insure by any label, slip, or memorandum in writing upon unstamped paper; provided that in every such case the day on which such agreement shall be made shall be truly expressed in words at length on such label, slip, or memorandum, and a policy of insurance according to such agreement shall be made out in due form on vellum, parchment, or paper duly stamped, and which shall be duly executed within three office days from the time of making such agreement as aforesaid.

5. *Agreements chargeable with duty under this Act may be stamped within fourteen days after the making thereof without penalty. Penalty on stamping the same afterwards, 10l.*—And be it enacted, That if any agreement, or minute or memorandum of an agreement, chargeable with duty under this Act, shall be ingrossed, written, or printed upon vellum, parchment, or paper not duly stamped according to law, and such agreement, minute, or memorandum shall be brought to the Commissioners of Stamps and Taxes, or to any of their officers appointed or authorized to receive the same, to be stamped, together with the duty payable thereon, within fourteen days after such agreement, minute, or memorandum shall have been made or entered into, it shall be lawful for the said commissioners and they are hereby required to cause the same to be stamped without the payment of any penalty: Provided always, that if such agreement, minute, or memorandum shall not be brought to be stamped as aforesaid within the time hereinbefore prescribed and limited for that purpose, there shall be payable by way of penalty on the stamping thereof the sum of ten pounds, over and above the duty chargeable thereon.

6. *Instruments of proxy to be available for voting at one meeting, or at any adjournment thereof.*—And be it enacted, That any letter or power of attorney, or other instrument made for the purpose of appointing or nominating a proxy, and chargeable with duty under this Act, shall authorize such proxy to vote upon any matter at one meeting of the proprietors or shareholders of or in any company or society, the time of holding whereof shall be specified in such instrument, or at any adjournment of such meeting; and no such letter or power of attorney or other instrument shall be further or otherwise available, any thing in such instrument or in any Act of Parliament to the contrary notwithstanding.

7. *Commissioners not to stamp instruments appointing proxies after the signing thereof. Penalty for signing instruments appointing proxies, not being duly stamped, or for voting under such instruments.*—And be it enacted, That it shall not be lawful for the Commissioners of Stamps and Taxes, or any of their officers, under any pretence whatever, to stamp or mark, after the signing thereof by any person, any vellum, parchment, or paper upon which any letter or power of attorney, or other instrument appointing or nominating a proxy, chargeable with duty under this Act, shall be ingrossed, written, or printed; and if any person shall make or sign any such letter or power of attorney or other instrument as aforesaid which shall be ingrossed, written, or printed, or partly ingrossed or written and partly printed, upon vellum, parchment, or paper not duly stamped according to law, or if any person shall vote or attempt to vote or act as a proxy in pursuance or under the authority or pretended authority of any such letter or power of attorney or other instrument not duly stamped as aforesaid, every person so offending in any or either of the cases aforesaid shall forfeit and pay the sum of fifty pounds; and every vote made or given or other act done in pursuance or under the authority or pretended authority of any such letter or power of attorney or other instrument, not duly stamped as aforesaid, shall be absolutely null and void to all intents and purposes.

8. *Recital of 6 Geo. 4, c. 41. Stamp duty on bonds given for obtaining drawbacks of duties of customs or excise repealed.*—And whereas by an Act passed in the sixth year of the reign of King George the Fourth, intituled "An Act to repeal the Stamp Duties payable in Great Britain and Ireland upon the Transfer of Property in Ships and Vessels, and upon Bonds and Debentures required to be given in relation to the Duties, Drawbacks, and Bounties of Customs or Excise, and to grant other Duties of Stamps on such Bonds and Debentures," the stamp duty of five shillings was granted and is now payable for and upon every bond given pursuant to the directions of any Act of Parliament, or by the direction of the Commissioners of Customs or Excise, or any of their officers, for or in respect of any of the duties of customs or excise, or for preventing frauds or evasions thereof, or for any other matter or thing relating thereto, except certain bonds in the said Act mentioned and exempted from the said duty: And whereas it is expedient to

repeal the said duty granted by the last-recited Act, so far as relates to bonds given with relation to the drawback of any of the duties of customs or excise on the exportation of goods to foreign parts; be it therefore enacted, That from and after the passing of this Act the said stamp-duty of five shillings granted by the said last recited Act, so far as the same is charged or payable for or upon any bond to be given pursuant to the directions of any Act of Parliament, or by the direction of the Commissioners of Customs or Excise, or any of their officers, upon or with relation to the receiving or obtaining, or for entitling any person to receive or obtain, any drawback of any duty or duties or part of any duty or duties of customs or excise, for or in respect of any goods, wares, or merchandize exported or shipped to be exported from Great Britain or Ireland respectively to any parts beyond the seas, or for or upon any bond to be given as aforesaid upon or with relation to the obtaining of any debenture or certificate for entitling any person to receive any such drawback as aforesaid, shall cease and determine, and the same is hereby repealed.

9. *Recital of 55 Geo. 3, c. 101, s. 30, requiring public notaries in Ireland to deliver accounts of bills and notes noted by them, and to pay the stamp-duties as for protests thereof. Enactment repealed.*—And whereas by an Act passed in the fifty-fifth year of the reign of King George the Third, intituled "An Act to regulate the Collection of Stamp Duties on Matters in respect of which Licenses may be granted by the Commissioners of Stamps in Ireland," every public notary in Ireland is required, under a penalty in the said Act contained, once in every two months to deliver or cause to be delivered at the Stamp-office in Dublin a faithful account in writing, verified as in the said Act is mentioned, of bills of exchange and promissory notes which shall have been noted by him for non-acceptance or non-payment, and at the same time to pay the stamp-duty which would then by law be payable for or in respect of every such bill or note, if protested in due form of law: And whereas it is expedient to repeal the said enactment; be it therefore enacted, That from and after the passing of this Act so much of the said last-recited Act as requires any such account as aforesaid to be delivered, or as imposes any penalty for the non-delivery thereof, or for the non-payment of any duty thereon, shall be and the same is hereby repealed.

THE SCHEDULE TO WHICH THIS ACT REFERS; CONTAINING THE DUTIES IMPOSED BY THIS ACT.

For and in respect of every policy of assurance or insurance, or other instrument, by whatever name the same shall be called, whereby any insurance shall be made upon any ship or vessel, or upon any goods, merchandize, or other property on board of any ship or vessel, or upon the freight of any ship or vessel, or upon any other interest in or relating to any ship or vessel which may lawfully be insured for or upon any voyage whatever, the following duties, where the whole sum insured shall not exceed one hundred pounds, and where the whole sum insured shall exceed one hundred pounds, then for every one hundred pounds, and also for any fractional part of one hundred pounds, whereof the same shall consist; that is to say:—

	s.	d.
Where the premium or consideration for such insurance actually and *bonâ fide* paid, given, or contracted for shall not exceed the rate of ten shillings per centum on the sum insured	0	3
And where the same shall exceed the rate of ten shillings per centum, and shall not exceed the rate of twenty shillings per centum on the sum insured	0	6
And where the same shall exceed the rate of twenty shillings per centum, and shall not exceed the rate of thirty shillings per centum, on the sum insured . . .	1	0
And where the same shall exceed the rate of thirty shillings per centum, and shall not exceed the rate of forty shillings per centum, on the sum insured . . .	2	0
And where the same shall exceed the rate of forty shillings per centum, and shall not exceed the rate of fifty shillings per centum, on the sum insured . . .	3	0
And where the same shall exceed the rate of fifty shillings per centum on the sum insured	4	0

But if the separate interests of two or more distinct persons shall be insured by one policy or instrument, then the said respective duties, as the case may require, shall be charged thereon in respect of each and every fractional part of one hundred pounds, as well as in respect of every full sum of one hundred pounds, which shall be thereby insured upon any separate and distinct interest.

And for and in respect of every policy of assurance or insurance, or other instrument whereby any such insurance as aforesaid shall be made for any certain term or period of time the following rates or sums for every one hundred pounds, and also for any fractional part of one hundred pounds, whereof the same shall consist (that is to say),

	s.	d.
Where any such insurance shall be made for any term or period not exceeding six calendar months . . .	2	6
Exceeding six calendar months .	4	0
And for and in respect of every policy of assurance or insurance, or other instrument, by whatever name the same shall be called, whereby any insurance, commonly called a mutual insurance, shall be made, or whereby divers persons shall insure or agree to insure one another, without any premium or pecuniary consideration, from any loss, damage, or misfortune that may happen of or to any ship or vessel, or any goods, merchandize, or other property on board of any ship or vessel, or the freight of any ship or vessel, or any other interest in or relating to any ship or vessel which may lawfully be insured upon any voyage whatever, and not for any period of time. For every sum of one hundred pounds, and also for each and every fractional part of one hundred pounds, thereby insured to any person or persons .	2	6
And for and in respect of every agreement, or minute or memorandum of an agreement, now chargeable with the duty of one pound under the head or title of "Agreement" in the schedule to the Act 55 Geo. 3, c. 184, annexed . . .	2	6
And for and in respect of every letter or power of attorney or other instrument made for the sole purpose of appointing or nominating a proxy to vote at any meeting of the proprietors or shareholders of or in any joint stock company or other company or society whose stock or funds are divided into shares, and transferable .	2	6

THE MAGISTRATE.

Summary.

NOTHING has occurred during the week claiming special notice here. The Quarter Sessions commence on Monday next, and again we take the liberty of urging upon the magistrates who will be required to sit in judgment there, to remember that they are not lawyers; that they have an inferior class of juries; and that from *their* decisions there is no appeal. Consequently it behoves them to be more lenient in the punishments they inflict than the learned judges. Hitherto, we regret to say, they have been far more severe; the effect of which has been to alienate from them the respect of the class subjected to their tribunal, and to bring the law itself into discredit. They might advantageously direct their attention to two topics upon which a word from them would have great weight; namely, the necessity for reforming and extending the courts of Quarter Sessions, and the inutility of grand juries. We subjoin the first portion of our usual digest of the decisions of the last two Terms on Magistrates' Cases.

REVIEW OF SESSIONS CASES IN EASTER AND TRINITY TERMS, 1844.

THE proximity of Easter and Trinity Terms induces us to make one review of both. They comprise some very important decisions.

WHERE A MANDAMUS LIES TO HEAR AN APPEAL.—*Reg.* v. *Kesteven* (1 Bittleston & Symons's V. R. 8) will be a leading case on this point.

It overrules *Reg.* v. *Carnarvonshire* (2 Q. B. 325; 1 Gale & Dav. 423) and *Reg.* v. *West Riding* (*Keighley* v. *Wilsden*) (2 Q. B. 331).

Long before these cases were decided, it was held, however, that if the Sessions came to an erroneous decision *on a preliminary point*, shutting out the merits, the Court would grant a *mandamus* ordering them to enter continuances and hear an appeal; and in the case of *Reg.* v. *West Riding* (*Sheffield* v. *Crich*) (3 Gale & Dav. 170), a still greater stretch of jurisdiction was based by Lord Denman on the analogous authority thus exercised over Courts of Quarter Sessions; and a *mandamus* went to order the erasure of an entry on its records of an order which the respondents had themselves obtained, confirming the removal without the knowledge of the appellants, though in their name. The principle has always been upheld of inviting the Sessions to enter upon and determine points of sufficiency in examinations and appeals for themselves, deciding them conditionally upon a case to be granted by themselves where they have any difficulty. This was laid down by Coleridge, J. in *Reg.* v. *Bridgewater* (10 Ad. & Ell. 693), and has been uniformly followed. It was always held that the Sessions were not compellable to grant a case, which was purely a matter in their own discretion. *Ex parte Jarvis* (9 Dowl. 120) *Reg.* v. *Abergale* (8 Ad. & Ell. 394), and the cases of *Evenwood Barony* and of *Charlbury and Walcott* (3 Gale & Dav. 145, 177) strongly upheld the conclusiveness of the judgment of the Sessions where they have gone into a case. In *Reg.* v. *Lancashire* (3 Q. B. 367, and 2 Gale & Dav. 714), the Sessions had refused to make a special entry of the order being quashed "not on the merits," where it had been abandoned by the respondents themselves; and in *Ex parte Overseers of Ackworth* (13 L. J. M. C. 38), there was a similar decision; and in both the Court of Queen's Bench refused to interfere; thus substantiating, in point of fact, the finality of the judgment of the Sessions, where that judgment had been exercised and relied upon. But where the Sessions had improperly shut out the parties from going into their case, or had, upon some preliminary point, come to a wrong decision there, as laid down by Coleridge J. in *R.* v. *Charlbury and Walcott*, the Court "compels the Sessions to hear the case." But now comes the question, what *is* a preliminary point?

In *R.* v. *Carnarvonshire* the point was, that the statement of the grounds of appeal was insufficient. Was this a preliminary point? We think it clearly was not. Then came *Reg.* v. *West Riding* (*Keighley* v. *Wilsden*), in which the Sessions had decided that the fact that the pauper's sister had been relieved in a certain parish was not sufficient statement of grounds of appeal on the face of it to entitle the appellants to a hearing. Still less was this a preliminary point; for certainly it was the substance of the appellants' case, which, being bound to state in their grounds of objection, enabled the Sessions to say whether it was sufficient or not. They did so; and on the principle before laid down and always acted upon, the Sessions being the judges, ought not to have been interfered with. But *mandamuses* issued in each of these cases, on the express ground that the decision was on a preliminary point.

Now comes *Reg.* v. *Kesteven*, in the judgment of which the Lord Chief Justice says, that "*Reg.* v. *Carnarvonshire* (at the decision of which I was not present) is clearly wrong, and *Reg.* v. *West Riding* (*Sheffield* v. *Crich*) (in the decision of which I concurred) is if possible more wrong. There was in each case a new trial upon the evidence, *which the Court has no power to order.*" (8 Jurist, 446.)

The result of this case is, therefore, to establish more clearly what was in principle acted upon before, and of which principle a violation took place in the two cases cited. If there be a preliminary point which is not matter of evidence, but mere matter of practice, there the Courts will interfere by *mandamus*, and set the justices right; but wherever the justices have decided, be it rightly or wrongly, on points of fact, which affect the power of removal, that decision cannot be revised or interfered with, unless the Sessions choose to grant a case; and thus it is as to sufficiency of grounds of appeal, which is not a preliminary point of practice such, for instance, as the proper signature of the notices, or the complaint on the jurat in the examination, which, if wrongly decided, would entitle the parties to a *mandamus*; or where the Sessions imagine that a parish is bound to give notice of appeal before twenty-one days have expired after the service of the order of removal, as in *Reg.* v. *The Justices of Lancashire* (3 Gale & Dav. 296). These are preliminary points, and the justices may be ordered to do right by *mandamus*.

EVIDENCE OF CHARGEABILITY.—*Reg.* v. *High Bickington* (1 Bit. & Sym. V. R. 1) has occasioned some surprise at the apparently increased rigour of the requirement of the Court as to evidence of chargeability. A vast number of cases might be cited in which chargeability had been less strongly and plainly averred than in these words:—"I and my said children are inhabitants of the said (respondent) parish, and are chargeable to the said parish." Another witness, on his examination,

stated, "I am one of the relieving officers of the union of B; I administer the relief ordered for the paupers of the said parish." The said Ann Ford and her four children are now chargeable to the said parish. The Court, however, held that actual relief had not been proved; that the fact of chargeability was an inference of law, which did not amount to direct evidence of the facts from which chargeability arose, and that these facts ought to be stated explicitly. The Court have subsequently upheld the same requirement, after a long and able argument by Merivale, in *Reg.* v. *Lidford*, who maintained that it was not essential, according to the 81st section of the Poor-Law Act, to state chargeability at all, as we understood him. Chargeability, however, is a condition precedent to removal, and, as such, is just as material as any of the substantial parts of the settlement, and defect in it just as fatal to an order of removal as a defect in the settlement alleged. We have no doubt that the same degree of accuracy and fulness is as essential in the one as the other. It certainly appears at first sight a fine distinction to hold that the assertion of a parish officer that A B was chargeable is not evidence, because it is an inference in law; but this is only in accordance with the rule laid down in *Reg.* v. *Rishworth*, (1 G. & Dav. 597), that the examination must contain *legal evidence*, and in *Reg.* v. *Middleton in Teesdale* (3 P. & Dav. 473), that "the examination should contain within itself a sufficient statement of a settlement." It has been remarked that the Court have not decided whether the quashing of an order on the ground that it insufficiently sets forth chargeability is conclusive against the parish. Clearly not. The case of *Reg.* v. *Perranzubuloe* (3 G. & Dav. 315) decides that quashing on the ground of want of evidence of chargeability is a quashing on the merits only *as to that particular time*, and does not conclude the parish from removing again the day after. This is another reason for strictness in the statement. The evil in all these cases arises from the neglect of parishes to take proper legal advice as to the evidence required, and the mode of stating it. In this case the appellants were fully entitled to be informed precisely of the facts, dates, and places constituting *the right to remove, for to this chargeability amounts*: and it was as important they should have this information as to chargeability as to the settlement itself.

In this case, therefore, we fully concur in the justice of the rule, rigorous though it be, laid down by the Queen's Bench. Let us, however, see how far the same principle has been carried out in other cases.

STATEMENT OF SETTLEMENT BY MARRIAGE.—It is always with great reluctance and deference that we differ from the opinion or judgment of any court of justice, especially from that of the Queen's Bench. But as regards the case of *Reg.* v. *Aberdaron* (1 Bit. & Sym. V. R. 51), we should be doing great injustice to our readers were we not unhesitatingly to warn them against placing the least reliance upon the decision there given. We speak with confidence, because we have the repeated authority of the Queen's Bench itself for so holding. The case was that of a settlement derived by a widow through marriage. The evidence of the marriage consisted solely in the woman's statement that she was the widow of A B. No date, no place of marriage given, and therefore (as Mr. Walesby very properly put it) no means given to the appellants to ascertain the facts. We need not load our pages with the numerous cases in which the Court of Queen's Bench have held that the examination must fully set out every fact essential to the settlement, strictly according to the rules of legal evidence; nothing is to be left to inference; and nowhere was this more strongly held than in *Reg.* v. *High Bickington*, where the statement that A B is chargeable at a given time and place, was held to be an inference in law, and therefore insufficient. In *Reg.* v. *Aberdaron, it is held sufficient evidence of marriage that a woman says she is a widow!* though the marriage thus impliedly stated may have taken place anywhere or at any time. And the sole reason given in the judgment for this decision is that the Sessions found the information sufficient; but when the Sessions have by a case referred the question whether they did right in so finding to the opinion of the Queen's Bench, it is surely a begging of that question to cite the opinion of the Sessions as any guide to the decision of the superior court. We speak with great deference, but we feel constrained to say that this decision is at direct variance with the plainest law laid down by the Court itself for the guidance of parishes, and must not be relied upon.

NON-SEVERANCE OF FAMILIES.—The case of *Reg.* v. *Birmingham* (3 Gale & Dav. 153), and the family tie principle, has received an additional support from that of *Reg.* v. *Leeds* (*Washton* v. *Leeds*). In *Reg.* v. *Birmingham* it will be remembered it was decided that, not even with her consent, could a child under seven be severed from its mother. It has been long inflexibly held, that husbands are not to be bereft of the *consortium* of their wives without their consent, and now the inviolability of the bonds of matrimony has taken another step, and, ungallant though the gentleman may be, and willing to part company, yet if the lady be herself loth to lose her husband, woe upon the parish that dares to part them! In this case, John Morgan, then married to and living with Lydia, his wife, states that he assisted George Smith in endeavouring to discover his place of settlement, if any. "We inquired of all persons, and searched in all likely places, to find a place of settlement for me, but without success. We could not discover any settlement for me, and I believe I never had any. I hereby consent and agree that my said wife and children shall, *without me*, be removed to the township of Washton, that being the last place of her maiden settlement. And I pray that such removal may be forthwith ordered and made according to law." This tender desire was destined to be baulked. It was in vain that the counsel for the order contended that the wife, being by, was nothing loth, and that silence gave consent. There was no express statement of that consent, and the Court held that severance was impossible.

It was also determined in this case that examinations need not be headed with the accuracy of an indictment, as long as they shew jurisdiction, and are true as far as they go.

It is not necessary, in the proof of a maiden settlement, for the examination to do more than state that diligent search has been in vain made for that of the husband. The appellants thought, in this case, that the respondents ought to have assured them that he was *not* born in Ireland, Scotland, Man, Guernsey, Jersey, or Scilly. But as they could not find out where he was born, the Court thought it was absurd to expect statements as to where he was not born.

(To be continued.)

THE LAWYER.

Summary.

THE business of the Term is now fast drawing to a close, and the leisure of the Long Vacation will enable us to bring up the heavy arrears of statutes, lectures, and other matters, postponed to make way for the Reports. The usual summary of Decisions of the Term will appear immediately after the day appointed for delivering the last judgment.

LEGAL INTELLIGENCE.

Court Papers.

CHANCERY SITTINGS.

AFTER TRINITY TERM, 1844.

LORD CHANCELLOR.

AT LINCOLN'S INN.

Saturday .. June	29	Appeals
Monday ..... July	1	
Tuesday	2	
Wednesday	3	The 2nd Seal. Appeal Motions
Thursday	4	Appeals
Friday..........	5	Petition Day. Unopposed petitions only, and Appeals
Saturday........	6	Appeals
Monday	8	
Tuesday........	9	
Wednesday	10	The 3rd Seal. Appeal Motions
Thursday	11	Appeals
Friday	12	Petition Day. Unopposed petitions only, and Appeals
Saturday	13	Appeals
Monday........	15	
Tuesday........	16	
Wednesday	17	
Thursday	18	
Friday..........	19	
Saturday	20	
Monday........	22	
Tuesday........	23	General Petition Day
Wednesday	24	The 4th Seal. Appeal Motions.

Such days as his Lordship is occupied in the House of Lords excepted.

MASTER OF THE ROLLS.

AT THE ROLLS.

Tuesday .. July	2	Petitions, the unopposed first
Wednesday	3	Motions
Thursday	4	Pleas, Demurrers, Causes, Further Directions, and Exceptions
Friday..........	5	
Saturday	6	
Monday......	8	
Tuesday	9	Petitions, the unopposed first
Wednesday ..	10	Motions
Thursday	11	Pleas, Demurrers, Causes, Further Directions, and Exceptions
Friday	12	
Saturday	13	
Monday	15	
Tuesday ..	16	Petitions, the unopposed first
Wednesday ...	17	Pleas, Demurrers, Causes, Further Directions, and Exceptions
Thursday	18	
Friday	19	
Saturday	20	
Monday	22	
Tuesday	23	Petitions, the unopposed first
Wednesday ...	24	Motions.

Consent Causes, and Short Causes, every Tuesday at the Sitting of the Court.

Notice.—Petitions must be presented, and copies left with the secretary, on or before the Saturday preceding the Tuesday on which it is intended they should be heard. Those requiring service must be presented on or before the Friday preceding.

VICE-CHANCELLOR OF ENGLAND.

Saturday .. June	29	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Monday ... July	1	
Tuesday	2	
Wednesday......	3	The 2nd Seal. Motions
Thursday	4	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Friday	5	Petition day. Unopposed Petitions, Short Causes, and Causes
Saturday	6	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Monday...... .	8	
Tuesday	9	
Wednesday ..	10	The 3rd Seal. Motions
Thursday	11	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Friday	12	Petition Day. Unopposed Petitions, Short Causes, and Causes
Saturday .	13	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Monday	15	
Tuesday .	16	
Wednesday	17	
Thursday	18	
Friday..........	19	Unopposed Petitions, Short Causes, and Causes
Saturday	20	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Monday . .	22	
Tuesday . ..	23	The General Petition Day
Wednesday ..	24	The 4th Seal. Motions.

Short Causes, and Unopposed Petitions, on Friday, 26th July.

VICE-CHANCELLOR KNIGHT BRUCE.

Saturday . June	29	Short Causes and Causes
Monday .... July	1	Bankrupt Petitions and Causes
Tuesday.	2	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	3	The 2nd Seal. Motions and Causes
Thursday	4	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Friday..........	5	Petition day. Petitions and Causes
Saturday	6	Short Causes and Causes
Monday	8	Bankrupt Petitions and Causes
Tuesday	9	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	10	The 3rd Seal. Motions and Causes
Thursday	11	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Friday..... ...	12	Petition Day. Petitions and Causes
Saturday	13	Short Causes and Causes
Monday..... ..	15	Bankrupt Petitions and Causes
Tuesday..	16	
Wednesday	17	
Thursday	18	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Friday..........	19	
Saturday	20	Short Causes and Ditto
Monday	22	Bankrupt Petitions
Tuesday........	23	The General Petition Day. Petitions and Causes
Wednesday	24	The 4th Seal. Motions and Causes.

VICE-CHANCELLOR WIGRAM.

Saturday .. June	29	Short Causes, Petitions, (unopposed first), and Causes
Monday .... July	1	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday........	2	
Wednesday	3	The 2nd Seal. Motions and Causes
Thursday	4	Causes
Friday	5	Petition Day. Causes
Saturday	6	Short Causes, Petitions (unopposed first), and Causes
Monday........	8	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday........	9	
Wednesday	10	The 3rd Seal. Motions and Causes
Thursday	11	Causes
Friday..........	12	Petition Day. Causes
Saturday	13	Short Causes, Petitions (unopposed first), and Causes
Monday.......	15	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday........	16	
Wednesday	17	
Thursday	18	
Friday..........	19	
Saturday	20	Short Causes and Causes
Monday........	22	Causes
Tuesday........	23	General Petition Day. Petitions and Causes
Wednesday	24	The 4th Seal. Motions and Causes.

COMMON LAW SITTINGS.

EXCHEQUER OF PLEAS.

LONDON.

Saturday ..June 29—Adjournment Day, Common Juries

Monday ....July 1, Tuesday .... 2 } Common Juries

Wednesday .... 3, Thursday ...... 4, Friday.......... 5, Saturday ...... 6, Monday ...... 8 } Special and Common Juries

Tuesday........ 9, Wednesday ....10 } Common Juries.

The Court will sit at half-past nine o'clock.

THE CHANCERY COURTS.

SITTINGS AFTER TRINITY TERM, 1844.

Appeals before the LORD CHANCELLOR, and Causes for hearing before the other EQUITY JUDGES.

Tullock v. Hartley, appeal, part heard
Strickland v. Strickland, three appeals
Brown v. Bees, appeal
Brain v. Knott, ditto
Matthew v. Brise
Duke of Leeds v. Earl Amherst
Spalding v. Ruding
Millar v. Craig
Cochrane v. Cochrane, two appeals
Davenport v. Bishop
Clifford v. Turrell
Parsons v. Bignold
Forbes v. Peacock
Forman v. Nevill
Marquis of Hertford v. Lord Lowther, three appeals
Tyler v. Hinton
Miln v. Walton
Sandon v. Hooper
V[illegible]leur v. Blagrave
Livesey v. Livesey, ten appeals
Crosley v. Derby Gas Company
Parker v. Bult
Ladbrooke v. Smith
Hitch v. Leworthy
Coore v. Lowndes
Minor v. Minor, two appeals
Drake v. Drake
Dalton v. Hayter
Baggott v. Meux
Payne v. Banner.

MASTER OF THE ROLLS.

The Wimborne Union v. Masson, demurrer
Lawrence v. Bygrave, exons.
The Attorney-Gen. v. Day, two causes
The Attorney-Gen. v. Mulley
Pringle v. Crooks
Conolly v. Farrell, part heard
The Attorney-Gen. v. Bedingfield
The Attorney-Gen. v. The Mayor of Poole, two causes
Flack v. Longmate
Hornley v. Hooghton
Rippingham v. Spiers, two causes
Young v. Guy, ditto
The Attorney-Gen. v. Iles
The Attorney-Gen. v. Earl Talbot, four causes
Gould v. Kemp, two causes
Snook v. Watts
Reed v. Treacher, three causes
Archer v. Hudson
Johnstone v. Baker, five causes
England v. Curling
Lever v. Hunt
Dowding v. Galliers
Holmes v. Poore
Lowton v. Haythorne
Mackenzie v. Taylor
Maldon v. Fyson
Hawkins v. Woodgate
Smart v. Bradstock
Bacon v. Barnett
Whitten v. Field
Smith v. Smith
Hersch v. Nunes, two causes
Gee v. Roe
Hadges v. Harper
Marquis of Bute v. Harman
Goodman v. Gregory
Hele v. Bayley, two causes
Chidwick v. Prebble
Roberts v. Roberts
Dugdale v. Dugdale, two causes
Gibson v. Nicol, two causes
Fowler v. Ward, ditto
Westfield v. Skipworth
Ogden v. Arkinstall, seven causes
Green v. Porter, two causes
Drakeford v. Foden, three causes
Hewitt v. Forster
Hardy v. Smith
Lockie v. Hogben
Allen v. Aldridge, five causes
The Attorney-Gen. v. Bealcy
Fulton v. Gilmore
The Attorney-Gen. v. Stevens
Hargrave v. Hargrave
Blomfield v. Eyre
Ward v. Audland
Vince v. Overton
Bradley v. Groom
Robertson v. Morrice
Shallcross v. Hibberson, six causes
Hall v. Gorton
Otley v. Gilby
Powell v. Smith
Curtis v. Robinson
Flower v. Hartopp
Butterworth v. Harvey
Powell v. Wright
Harrison v. Borwell, two causes
The Mayor of Ludlow v. Charlton
Matson v. Smith
The Attorney-Gen. v. The Ironmongers' Company
Score v. Ford
White v. Young
Dobson v. Otter
Bordie v. Bromley
Evans v. Morgan
Kightley v. Frimley, two causes.

VICE-CHANCELLOR OF ENGLAND.

Davies v. Chanter (4 causes)
Martin v. Mangham
Powney v. Blomberg
Richards v. Wood
Bush v. Shipman
Nurcott v. Gordon
Patch v. Stewart
Medley v. Horton
Bullock v. Shadwell
English v. Jenkins
Lewis v. Hinton
Adlington v. Monkhouse
Bazalgette v. Kirlew
Rance v. Marriott
Frankum v. Bunny
Palmer v. Patterson
Branscomb v. Branscomb
Montague v. Cator
Wilson v. Jones
[illegible]
Miles v. Fay
Rainbow v. Lamb
Templeman v. Brelsforth
Freeman v. Roberts (four causes)
Carter v. Jeffery
Carmichael v. Hughes
Shackel v. Marlborough
Matthews v. Gabb
Fussell v. Hooper
Boydell v. Golightly (two causes)
Avarn v. Browne
Breeze v. English
Bonner v. Hatch
Carrington v. Joyce
Burfoot v. Moore
Minter v. Wraith
Colston v. Colston
Jowett v. Board
[illegible]
Cooke v. Turner

Trulock v. Robey
Calley v. Brooking
Cooper v. Richardson
Williams v. Williams
Dix v. France
Evans v. Evans
Gore v. Masterman
Palmer v. Horton
Lipscombe v. Purkis
Jones v. Foulkes
Ganderton v. Ganderton
Hardy v. Hall
De Medina v. Ginger
Barber v. Leggatt
Lechmere v. Oakley
Baxter v. Atkinson
Boazman v. Cazenove
Mason v. Birkett
Smith v. Baker
Hunt v. Roberts
Lewis v. Lipscombe
Cradock v. Piper.

VICE-CHANCELLOR KNIGHT BRUCE.

Rolfe v. Chenery
Cronk v. Marquis Camden
Hammond v. Maull
Milner v. Heywood
Aitkin v. Haram
King v. Plant
Tickner v. Aptad
Attorney-General v. Goulding
Bridgett v. Haines
Green v. Green
Avigdon v. Solomon
Rutherford v. M'Cullum
Whiting v. Whiting
Attorney-General v. Severne
Road v. Evors
Charlton v. Sadler
Morrison v. Powell
Burfield v. Rogers
Horlock v. Smith (8 causes)
Cort v. Windler
Smith (pauper) v. Aliston
Phelps v. Wedlake
Oldfield v. Tartt
Buddle v. Marsh

VICE-CHANCELLOR WIGRAM.

Lewis v. Serrell
Davis v. Cavanagh
Vincent v. Bishop of Sodor and Man
Courtenay v. Williams
Simes v. Hardy (4 causes)
Routledge v. Fanshaw
Wilson v. Goodman
Wrightson v. Macauley
Simmonds v. Leonard
Stocken v. King (2 causes)
Bridgefoot v. Saunders
Hickling v. Boyer
Clayford v. Silverthorne
East v. East
Turner v. Jones
Stockton v. King (two causes)
Goldsworthy v. Crossley
Festing v. Allen (two causes)
Russ v. Murrell
Wade v. Vernon (two causes)
Williams v. Griffiths
Neeld v. The Duke of Beaufort (two causes)
Duke of Beaufort v. Taylor (two causes)
Roberts v. Tunstall
Attorney-General v. Flint
Fletcher v. Fletcher
Yockney v. Hansard
Bridger v. Pickford
Johnson v. Child
Cusse v. Collins
Attorney-General v. Croom
Same v. Chipper
Bayley v. Rees (two causes)
Musgrave v. Musgrave
Walter v. Cross
Garlick v. Lock
Farr v. Watts
Roberts v. Williams, otherwise Roberts
Bourne v. Berry
Butler v. Heming
Hanbury v. Kilburn
Gray v. Elliott
Thomas v. Reynolds
Donaldson v. Fairfax
Pattison v. Passman
Harris v. Harris
Goddard v. Lowe
Hele v. Ogle
Rawlins v. Moss.

SUMMER CIRCUITS, 1844.

MIDLAND CIRCUIT.

The judges appointed to proceed on this circuit, the Right Hon. Lord Denman, Lord Chief Justice of the Queen's Bench, and Mr. Justice COLTMAN, have fixed the assizes, for

Northamptonshire—July 15, at Northampton.
Rutlandshire—July 19, at Oakham.
Lincolnshire—July 20, at Lincoln.
Lincoln (*City of*)—Same day, at Guildhall.
Nottinghamshire—July 25, at Nottingham.
Nottingham (*Town of*)—Same day.
Derbyshire—July 29, at Derby.
Leicestershire—August 1, at Leicester.
Leicester (*Borough of*)—Same day.
Warwickshire—{ Coventry division, August 5, at Coventry. Warwick division, August, 7, at Warwick.

SUMMER ASSIZES.—MIDLAND CIRCUIT.—On inquiry, we learn from authority upon which we can rely, that on this circuit, the only one on which the days of assize in the different counties remain unappointed, the learned judges going the circuit, the Lord Chief Justice of the Queen's Bench (Lord Denman) and Mr. Justice Coltman, have been, from various circumstances, unable to fix the respective days and places of the circuit, nor can they do so until the ensuing week, and that in all probability those assizes, which generally commence between the 10th and 15th July, will not this year commence before the 22nd.

FOREIGN-OFFICE, June 22.—The Queen has been pleased to approve of Mr. Joseph R. Croskey, as Consul at Cowes for the United States of America.

The Lord Chancellor has appointed Shallett John Dale, of North Shields, in the county of Durham, gent.; Joseph Fairman, of Bishop's Stortford, in the county of Herts, gent.; and Henry Burchall Peren, of South Petherton, in the county of Somerset, gent. to be Masters Extraordinary in the High Court of Chancery.

THE MIDDLE TEMPLE, June 26.—This evening a splendid banquet was given by the benchers of this honourable society to the benchers of the Inner Temple. In accordance with the custom of this society, a biennial meeting takes place between the heads of the two learned societies of the Temple, in the hall of the Middle Temple, shortly after the expiration of Trinity Term, for the same purpose, perhaps, as that of many other learned societies—namely, the union of friendship and the discussion of their social interests, blended with the gratification of ministering to the wants of the "inward man." Every delicacy of the season graced the festive board. The usual toasts were proposed and drunk with due honours by the learned and honourable body; and from all we can learn, the "feast of reason" and the "flow of soul" reigned triumphant. The party assembled numbered about thirty, amongst whom were Mr. Erle and Mr. Leake, treasurers of the Inner and Middle Temple; the Right Hon. Lord Kenyon; Sir Frederick Thesiger, M.P.; Sir Robert Comyn; Sir Gregory Lewin; Sir William Owen; Mr. Roebuck, M.P.; John Jervis, Esq. M.P.; John Wyatt, Esq. the "father" of the bar, a barrister of fifty-four years' standing.

ADMISSION OF ATTORNEYS.—The result of the examination of candidates for admission on the roll of attorneys in last Trinity Term shows a larger increase on that branch of the profession, 71 having passed examination, whilst four were postponed, and four who had given notice did not attend, and a large number failed to perfect their testimonial of services, besides which, one of the candidates for admission withdrew during the examination. Upon referring to the examination of the last Michaelmas, Hilary, Easter, and Trinity Terms, it appears that in Michaelmas 106, in Hilary 90, Easter 92, and Trinity Term 71 passed, shewing a total for the last four terms of 359. This number, we believe, includes some instances in which the examiners reported specially with reference to questions of service of clerkship, and which were submitted to the decision of the judges.

COUNSEL TO THE IRISH GOVERNMENT.—The office of counsel in London to the Irish Government has recently become vacant, in consequence of the death of Mr. O'Hanlon, its late possessor. The Government has declared its intention of conferring it upon an Irishman, called to the English bar, and resident in London. We understand that this limitation has considerably diminished the number of candidates for the vacant appointment; and that out of this number Mr. Perceval Banks, of Gray's-inn, who in 1838 published a very able pamphlet on the subject of controverted elections, is considered to stand the best chance of success.

APPEAL IN CRIMINAL CASES.—The new Bill to provide an appeal in criminal cases has recently been printed by order of the House of Commons, preparatory to its being brought in for a second reading, at which stage the fate of the measure, as far as the Lower House is concerned, will, in all probability, be decided. No special notice of opposition has yet been given. The Bill, which is under the management of Mr. R. Fitzroy Kelly and Mr. Richard Godson, the members for Cambridge and Kidderminster, contains twenty-one clauses. Any "defendant" [prisoner?] found guilty of any felony or misdemeanor at the Central Criminal Court, or before any judge of assize, oyer and terminer, or gaol delivery, &c. may move either of the superior courts of common law at Westminster, which are empowered to grant a rule *nisi*, in order that the verdict may be set aside and a new trial had; or to command that a verdict of "Not Guilty" shall be entered in lieu thereof, or that the judgment shall be arrested. The application for the rule *nisi* must, with certain exceptions, be made within the next eight days after the verdict appealed from. All orders of the superior court must be implicitly and punctually obeyed by sheriffs, gaolers, *et hoc genus omne*. Where a verdict of "Not Guilty" is entered, or the judgment is arrested, the defendant may be forthwith, upon service of an office copy of the rule, containing the order of the Court, be discharged out of custody, and *vice versâ* in the event of the verdict of "Guilty" being affirmed. The judge at the trial may reserve any point of law to be considered in a court at Westminster. The sentence of the Court below may be suspended, if notice of appeal be given. A bill of exceptions to the opinion and direction of the Court upon any trial may be tendered; and it further appears that a writ of error will lie to the House of Lords; so that, if we rightly understand the terms of the clause, the defendant or prisoner will have two distinct rights of appeal—one from the original verdict of "Guilty," and another from the judgment of the superior court at Westminster to the House of Lords, subject to certain restrictions. The defendant need not be present at the hearing of the motions in the courts at Westminster. For the purpose, moreover, of avoiding the expense and delay attending the removal of indictments and records, by writs of *certiorari* and writs of error, for the purpose of objecting to the sufficiency thereof, a provision is made, by clause 17, that any prosecutor or defendant in a case of felony, &c. may apply by motion to one of the courts at Westminster, upon production of a certified copy of the indictment on record, to quash such indictment or to reverse the judgment contained in the record. Every clause and provision of the Bill is to be construed "liberally and beneficially." No time is fixed for the Act to take effect; but the blank in clause 20 will, of course, be filled up in committee, in case the Bill should pass successfully through the terrible ordeal of the "second reading," at which stage the principle of the measure will be discussed.

This Bill proposes, perhaps, the most important concession to criminals that has yet been granted; inasmuch as even the "Prisoners' Counsel Bill," passed in 1836, was esteemed a vast boon to the multitudes periodically brought to the bar of justice; whereas the right of appeal to a court of law at Westminster, and afterwards by writ of error to the supreme tribunal, will afford a wealthy defendant two more chances of escape, in the event of his lawyer's exertions being incompetent to stave off a verdict of guilty in the first instance.

THE OLD BAILEY BAR.—We are informed that a meeting of the barristers who are in the habit of attending to do business in the Central Criminal Court took place at the beginning of the week in the robing-room at the Old Bailey. It was professedly held for the purpose of adopting resolutions with respect to the fees taken from persons (not attorneys) for the defence of prisoners, and for the regulation of certain points of practice which have brought scandal upon the profession. We are not able to give the particulars, as the meeting was strictly private; but we know the meeting was a numerous one, for none of the learned gentlemen who attend the Central Criminal Court were absent except three, who are known to be respectable.—*Sunday Times.*

OXFORD, TUESDAY.—RATING THE COLLEGE.—The guardians of the united parishes have, at a special meeting, held this afternoon, resolved by an unanimous vote to go on with the actions commenced against the University, for the purpose of compelling the various colleges and halls to pay their quota towards the support of the poor. Although the university has thrown every impediment in the way of bringing this important question to a settlement, it is now determined by the guardians that the first action against Exeter College shall be tried at the ensuing Oxford assizes, and, for the purpose of meeting the expenses attending it, they have also, this evening, made an extra rate. This may not be quite pleasing to a few of the rate-payers, who would allow the colleges to escape paying this just impost, but to a very large majority of them it is highly satisfactory; as, in the event of the guardians being successful, a vast amount of property will thus be brought into rating. Mr. Sergeant TALFOURD is retained by the guardians.

IRELAND.

THE CIRCUITS.

The following days have been fixed by the judges for holding the ensuing assizes:—

HOME CIRCUIT.

(Before the Right Hon. the Lord CHIEF JUSTICE of the Common Pleas and the Hon. Mr. Justice CRAMPTON.)

Carlow, County of—July 9, at Carlow.
Kildare County—July 11, at Athy.
Queen's County—July 13, at Maryborough.
King's County—July 17, at Tullamore.
Westmeath—July 22, at Mullingar.
Meath—July 24, at Trim.

NORTH-WEST CIRCUIT.

(Before the Right Hon. the Lord CHIEF JUSTICE and the Hon. Mr. Justice TORRENS.)

Longford, County of—July 4, at Longford.
Cavan, County of—July 8, at Cavan.
Fermanagh, County of—July 11, at Enniskillen.
Tyrone, County of—July 15, at Omagh.
Donegal, County of—July 19, at Lifford.
Londonderry, City and County of—July 22, at Londonderry.

NORTH-EAST CIRCUIT.

(Before the Hon. the Lord CHIEF BARON and the Hon. Mr. Justice BURTON.)

Drogheda, County of Town of—July 14.
Louth, County of—July 12, at Dundalk.
Monahan, County of—July 15, at Monahan.
Armagh, County of—July 20, at Armagh.
Down, County of—July 23, at Downpatrick.
Antrim, County of—July 26, at Carrickfergus.
Carrickfergus, County of Town of—July 20.

LEINSTER CIRCUIT.

(Before the Hon. Baron PENNEFATHER and the Right Hon. Baron LEFROY.)

Wicklow, County of—July 4, at Wicklow.
Wexford, County of—July 8, at Wexford.
Waterford, County and City of—July 10, at Waterford.
Tipperary, County of (South Riding)—July 13, at Clonmel.
Kilkenny, City and County of—July 20, at Kilkenny.
Tipperary, County of (North Riding)—July 25, at Nenagh.

CONNAUGHT CIRCUIT.

(Before the Right Hon. Baron RICHARDS and the Right Hon. Mr. Justice BALL.)

Roscommon, County of—July 5, at Roscommon.
Leitrim, County of—July 11, at Carrick-on-Shannon.
Sligo, County of—July 13, at Sligo.
Mayo, County of—July 19, at Castlebar.
Galway, County of—July 27, at Galway.
Galway, County of Town of—July 27.

MUNSTER CIRCUIT.

(Before the Right Hon. Mr. Justice PERRIN and the Hon. Mr. Justice JACKSON.)

Clare, County of—July 9, at Ennis.
Limerick, County of—July 15, at Limerick.
Limerick, City of—Same day.
Kerry, County of—July 25, at Tralee.
Cork, County of—July 31, at Cork.
Cork, County of City of—Same day.

THE MAGISTRACY.—The Lord Chancellor has been pleased to appoint Adam Fuller, esq. to the commission of the peace for the King's County.

Alexander O'Driscole, esq. has been reinstated in the commission of the peace for the county of Cork, in consequence of a numerously and respectably signed memorial having been presented to his Excellency the Lord Lieutenant upon the subject.

Writs of *supersedeas* have issued from the Hanaper Office removing Denis Shine Lalor, esq., of the county of Kerry, Thomas Deneby, esq. of the county of Cork, and John Devitt, esq., of Limerick, from the commission of the peace, in consequence of their having joined the ranks of the Repeal Association.

Morgan John O'Connell, esq., M.P. for the county Kerry, and nephew of Daniel O'Connell, esq., M.P., is also superseded in the commission of the peace for the same reason.

CORRESPONDENCE.

AGREEMENT STAMPS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—On reading the case of *Brown* v. *Pegg*, on the subject of "Stamps," in your last week's paper, I am induced to ask of the Profession at large, how it is possible to account for a decision so anomalous, with the fact staring us full in the face, that "mortgage-transfers," being a distinct class of deeds *specifically charged as such*, and therefore unquestionably *clear* of the general deed duty (which applies only to deeds *not otherwise* charged), and which instruments, as being so specifically charged, are moreover authorized, equally with an original mortgage or any other deed, to contain in them whatsoever may be incidental to their purpose—how, I repeat, is it possible, with this fact before us, and bearing in mind, also, that the modern Transfer Duties Act of 3 Geo. 4 repeals the previous *progressive* as well as *ad valorem* duties, without re-imposing any fresh progressive duty in cases of *further money secured* (as in *Brown* v. *Pegg*)—again and again do I ask, how, in the face of all this, it is possible to account for so anomalous a decision? the fact being that, instead of too little duty, there was actually 40s. too much on the instrument in question!

It would seem that the fact is completely lost sight of, that there is now *no* progressive duty on mortgage-transfers where further money is secured.

Your insertion of the above will oblige, Sir,

Yours truly,

Shefford, June 24, 1844. GEO. AUSTIN.

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To Readers and Correspondents.

KENT LAW SOCIETY.—*The petition of this Society is unavoidably postponed till next week.*

A READER (Lancaster).—*It would be impossible to calculate the cost of such a work.*

C. J. G.—1. *The business should be transacted in the name of the member of the firm admitted in the court.* 2. *It would seem, according to the cases, that he should be admitted in all.*

A SUBSCRIBER.—*For study, read the Criminal Law Consolidation Bill of the Commissioners, which forms the best treatise on the subject ever published. For practice, use Archbold. It was because it was deemed to be a work that every lawyer should read with attention, as well as one of great value for reference, that the Bill was included in the* LAW TIMES *Appendix. It cannot be procured elsewhere without great difficulty, and at much greater cost.*

J. H. HOWARD.—*We have, of course, nothing but the returns of the Auctioneers, and have no means of ascertaining if they be strictly true or not.*

C. W.—*We fear the objection would be a valid one.*

A PURCHASER OF THE REPORTS.—*Probably 12s. or 14s. but it would depend on the amount of material.*

W. E. (Hull.—*Thanks. The information will be made use of.*

NOTICE.

THE next Part of the APPENDIX will appear on Saturday next, and will contain the continuation of the Criminal Law Consolidation Bill. The Fourth Part will conclude that Bill, and will contain the Analysis, by Mr. Justice PATTESON and Mr. Serjeant SPANKIE, on the Law of Gaming in England.

THE LAW TIMES.

SATURDAY, JUNE 29, 1844.

THE OBNOXIOUS CLAUSE IN THE POOR LAW AMENDMENT BILL.

SOME two or three weeks since we directed the attention of the Profession to a clause which had been smuggled into the Poor Law Amendment Bill, permitting Clerks to Boards of Guardians to practise as Attorneys in all matters relating to the administration of the Poor Law.

The warning was not unheeded. The Law Societies in many parts of the country forthwith bestirred themselves; their remonstrances were heard, and the obnoxious provision has been modified to the extent of permitting Clerks to Unions to attend as Attorneys *only at Petty and Special Sessions*, and *not* at the General Sessions!!

This may satisfy the London Attorneys, and content the Law Institution; but surely it cannot, it will not, it *must* not, satisfy the Country Attorneys, of whom so large a number are engaged in parish business. They have a *right* to demand that the clause of which we complain should be *entirely expunged.* Nothing less than that will meet the justice of the case, nor should they rest until it is conceded.

And if it be asked why we insist so strenuously on a point which, as a question of mere pecuniary value, is but trifling, we reply, because it involves an important principle; because it sanctions a practice to which, once recognized, it would be impossible to assign limits; because it is an open violation of a *right* secured to the Profession by an Act of Parliament—a right for which its members have

paid, not only in the price of their education, but in the heavy tax which the Legislature has imposed upon them before they can be admitted, and which it continues yearly to wring from them for the bare permission to practise.

It is in consideration of the privilege that the tax is continued: to invade that privilege is to violate the tacit compact upon which the tax is levied.

A statute has solemnly given to Attorneys, who have complied with its somewhat exacting provisions, the exclusive right of practising in all Courts of Justice. What is the proposed clause in the Poor Law Bill, but a virtual repeal of the protection afforded by the Attorneys and Solicitors Act—a shabby mode of evading a just and beneficial law?

And what reason is assigned for this fresh assault upon the Lawyers? Is it economy? If the parishes are to save by it so much as to make it a consideration to them, the greater the wrong done to the Profession from whom so much is to be taken. If, on the other hand, the saving to the parishes will be trifling, we ask if it be worth while, for a trifle, to invade a privilege given by the existing law, and produce a feeling of uncertainty and a sense of being subjected to ill-treatment through a numerous body of persons spread over the whole country? In the one case, it would be a grievous injustice, in the other, a gratuitous folly: in either, it should receive the most strenuous and resolute opposition.

The strong objection we feel to this clause does not proceed from a belief that it will, in itself, occasion any serious loss of income to the Profession. It is against the *principle* that we protest. Once let the point of the wedge be inserted, and ruder hands even than those of Sir James Graham may drive it home. If this year unqualified Clerks be permitted to practise as Attorneys at Petty Sessions, a clause next year will admit them to Quarter Sessions. The example would soon be followed. Other public bodies would find it convenient to make Attorneys of their officers, and the protection which was given to the Profession so lately as last year would gradually melt away. In proof of the danger of permitting the slightest invasion of the privilege the law has extended to the Attorneys, we have but to point to the objections to the amended Bill, drawn up by the vestry of St. Marylebone, and agreed to by delegates from the various metropolitan parishes under local Acts, and which have been already forwarded to every member of Parliament.

Thus they notice the 60th clause, that which is now the subject of consideration. We cite from their circular:—

"Clause 60.—Clerks and officers to boards constituted under the Poor Law Act may conduct proceedings on behalf of guardians before justices at petty or special ses. ns, although not certified attorneys, without incurring penalty.

"Objection.—This clause may be greatly improved, and rendered available to parishes under local Acts, by the insertion of the following words after the word 'Act,' in the last line of page 31, 'or any local Act;' and before the word 'petty,' in line 4, page 32, to insert the word 'quarter.'

In plain terms, they request the re-insertion of the word "Quarter" Sessions.

Have we said enough to rouse our readers to the importance of this subject? This is the *first attempt* to repeal the protecting provisions of the Attorneys Act. Let success attend it, and when shall the Profession hope to make a stand? The clause as it is, equally, with the clause as it was, is a practical admission that the business of an Attorney may be legally done by others than duly certificated Attorneys. Is not such an admission, under the sanction of a law, fraught with dangers which no exertion should be spared to destroy while yet they are in their infancy? We call upon the Law Societies to bestir themselves, and upon every member of the Profession to use his individual influence to procure the expunging of this most unfair provision from the Poor Law Amendment Act.

AGREEMENT STAMPS.

A NEW statute is not very attractive to the reader, and we have no doubt that not a few of our subscribers will pass without notice the chapter in our columns reprinting an Act of Parliament which came into operation on the 6th instant, materially affecting the stamps on agreements. As the subject is one of extreme importance to every practitioner, we deem it right in this more prominent part of the LAW TIMES to direct the attention of our readers to the alterations that have been effected, lest through inadvertance they should fall into fatal errors.

By statute 55 Geo. 3, c. 184, agreements were made chargeable with a stamp duty of 1*l.* when the subject-matter was of the value of 20*l.* and upwards. The effect of this heavy duty was practically to prevent the use of stamped agreements, for rather than pay so large a tax, persons preferred to take the chance of subsequent stamping in case of need. The Legislature has now prudently reduced the duty to 2s. 6d. a sum so trifling that none who make a serious agreement would hesitate to adopt the security of a stamp. To meet the continually occurring case of an agreement being required to be signed forthwith, and no stamp at hand, the Commissioners are, by the new Act, expressly required to stamp any agreement within fourteen days after it shall have been made, without payment of any penalty. After the expiration of fourteen days no agreement is to be stamped without payment of a penalty of 10*l.*

For the details of the statute we refer to the reprint of it in its proper place in our columns. The purpose of this notice is merely to apprize our readers of the recent change.

THE CENTRAL CRIMINAL COURT.

A PARAGRAPH, taken from the daily papers, announces that a meeting of counsel practising at the Central Criminal Court has been held, for the purpose of adopting measures for putting a stop to the business of the vagabonds who lurk about the prisons and courts, and conduct, as attorneys, the defences of the unsuspecting prisoners, upon whom they practise the most grievous impositions.

A similar class of vagrants is to be found in every Assize town: they haunt the Quarter Sessions, and undoubtedly carry off a large portion of the business which properly belongs to the attorneys.

The mischief is a great one, not only to the profession, but to the public, and any honest efforts for its cure ought to be encouraged. We therefore thank the Bar of the Central Criminal Court, for having ventured to grapple with the disease.

We have not heard what is the remedy they propose; but it can be no other than unanimously to refuse to accept a brief from any but a certificated attorney, and not alone to be satisfied with the indorsement of an attorney's name, but to have a reasonable assurance that the indorsement is *boná fide*, and that the use of the name has not been lent to, or stolen by, the party giving it.

This is all that the Bar can do; the rest must be done by the Attorneys themselves. They are the parties injured by these practices; moreover, in their own hands is the remedy. Nine-tenths of the Bar may enter into such an honourable understanding and abide by it; but if there be a tenth who will not accede to it, the plan is frustrated, and the desires of the more respectable portion of the Bar are baffled.

But here the Attorneys can and ought to give their aid. If *they* would unanimously resolve, and make their resolution known, that they would not give a brief to any counsel who should accept a brief from any but an Attorney, the reform would be accomplished, for no support the unlicensed vagabonds could give would compensate for the certain withholding of briefs from the entire Profession.

The Law Societies should take an early opportunity of formally denouncing this discreditable class of non-professional haunters of the prisons; they should assert their intention to prosecute any person who may so practise; to punish any Attorney who shall permit his name to be used for such a purpose, by such a person, and declare that they will not give a brief to any counsel who may thereafter accept a brief from any person, not being an Attorney, or acting immediately and *boná fide* for an Attorney and not in any manner on his own account.

This would sweep away the entire vagabond race, to the infinite advantage of the Profession, the prisoners, and the public.

ADVERTISING ATTORNEYS.

ANOTHER specimen of these compositions is extracted from the *Times* of June 24th:—

"TO THE EMBARRASSED.—There are thousands of persons in this Metropolis, and elsewhere, who have struggled long against the force of misfortune, but few are aware that by a very recent Act all small traders owing debts not exceeding 300*l.* and all others owing to any amount, can be entirely raised from their difficulties at a small expense, and without bankruptcy. All such Mr. Weston begs will apply to him at 40, Basinghall-street."

We are half-inclined to keep a standing list of these *un*-professionals.

SHAM LAWYERS.

WE have received many more of the threatening letters. In hope that they may attract the notice of the Law Societies, and that the members of the Profession in their several neighbourhoods may keep an eye upon the writers, we continue to publish them. Here are two.

"Taunton, June 10, 1844.

"SIR,—I have to inform you that if the balance of your account due to Messrs. Kennedy and Co. drapers, Taunton, is not paid when next called for, I have orders to commence an action at law for the recovery thereof, the expenses of which I trust you will avoid by settling the same forthwith.

"I am, Yours, &c.

"JAS. SANDERSON.

	£	s.	d.	
"Debt..	2	12	11	Mr. WILKINGS."
Costs..		3	6	

"Swaffham, May 16, 1844.

"Mr. John Hinsbey,

"I am directed by Mr. Thomas Holding, your late landlord, of Castlenere, to apply to you for the payment of the sum of 1*l.* 19s. 10d. which you stand indebted to hym, and unless the same is paid to me within six days from the date hereof, a County Court summons will be served on you for the recovery of the said debt, by distress and sale of goods and chattles, according to the provision of the Act of Parliament, without further notice.

"Yours, &c.

"H. T. BRUNDELL, Swaffham.

"To Mr. John Hinsbey,

"1*l.* 19s. 10d."

VERULAM SOCIETY.

THE *second* part of the PRACTICAL REPORTS was published yesterday, purposely for the convenience of the ensuing Sessions. The next part is very forward.

Repeated inquiries being made by the members as to when and how they shall forward their payments, perhaps the most convenient course will be to require a subscription of 1*l.* 1s. only, until some costly works are undertaken: that sum, on receipt, will be placed to the account of the subscriber, to be repaid to him in the publications of the society, as originally proposed. The transmission of 1*l.* 1s. will, therefore, be payment of the subscription from Midsummer last.

The following new members have been added since last Saturday's list was made up:—

Rider, J. Thirsk
Heyes, James, 14, Grey's-inn-square
Thorncroft, S. Brighton
Watts, Wm. Dewsbury
Edleston and Fisher, Messrs. Namptwich
Barnes, Edward, Wells, Somersetshire
Lloyd, Walter, Carnarvon
Young, Josh. Sunderland

Haigh, G. Preston
Hancock, George, Yeovil
Marriott, John, Stowmarket
Hunt, Wm. Wednesbury
Thurgood and Son, Messrs. Saffron Walden
Greene, B. A. St. Ives, Hants
Shapland, J. F. South Molton
Aldous, W. H. Swindon
Dommett and Adney, Messrs. Chard
Andrews, G. J. Dorchester
Egginton, A. Lichfield
Johnson, Edward, St. Helens
Newill, R. D. Shrewsbury.

PRACTICE—PLEADING—EVIDENCE.

By Professor Carey.

Delivered at University College, London.

LECTURE VIII.

There is another proceeding which is sometimes taken in order to insure the appearance of the defendant, viz. outlawry on mesne process, which is an indirect proceeding, adopted with a certain fictitious view. This is now done only on a writ of *distringas*, in practice; formerly it was done on a writ of *capias*. If the defendant is not within the jurisdiction of the Court, and has no property that can be distrained, the ordinary mode of compelling his attendance will not avail. Here, as he cannot be found, the writ of summons is of no use: as no property of his can be found, a *distringas* cannot be executed. How, then, are you to touch him? In this case the plaintiff may proceed to outlaw the defendant; that is, to put him out of the protection of the law, so that he is incapable of suing: he forfeits his goods and chattels, and the profits of his lands. Originally, an outlaw was a man who, for some grievous offence, was put out of the pale of the law—an outcast from society. No man was outlawed, except for a felony. The power of outlawry was subsequently extended to all actions in which a writ of *capias* might issue; and as the power of arrest increased, the power of outlawry kept pace with it. The Uniformity of Process Act so far makes an alteration that it allows the plaintiff to proceed to outlaw the defendant on a writ of *distringas*, and since the 1 & 2 Vict. c. 110, this is the usual mode of proceeding; but it is provided that no one shall be subject to outlawry who was previously exempt therefrom. This includes members of Parliament and other persons who could not be taken under a *capias* before the Uniformity of Process Act. A defendant may be outlawed in a subsequent stage of the action, that is, if execution cannot be obtained against him. But we are now considering outlawry as a means to be taken in order to enforce an appearance. He proceeds for one or other of three purposes: first, to obtain satisfaction for his claim; secondly, to enable the plaintiff to prosecute his action. For this purpose the outlawry is a compulsory process—the defendant is deprived of all his rights; but in practice they will be restored to him, provided he puts the plaintiff in the same situation as if he had duly appeared to the action in the first instance. Thirdly, where an action is brought against several defendants, it may be necessary to outlaw one of them in order to enable the plaintiff to proceed against the rest. The plaintiff cannot proceed against a defendant until he has appeared, and at common law, you could not declare against any defendant who had appeared until all the defendants had appeared, or such as failed to appear had been outlawed. Thus, where a suit arose on a contract made by the plaintiff with more persons than one: for instance, in trade;—as where A and B, carrying on a partnership together, had incurred a debt, and they were sued for the recovery of that debt: there, the contract being made by the defendants jointly, the action was brought against both, and the plaintiff could not declare until they had appeared; and if one was abroad or kept out of the way, the plaintiff could not declare against the other until that one had been outlawed. This rule has been modified by the 3 & 4 Wm. 4, c. 42. If one of the defendants is a certificated bankrupt, or has obtained his discharge under the Insolvent Act, he need not be joined in the action; nor can any advantage be taken of the non-joinder of any defendant, unless it is shewn that he is within the jurisdiction of the Court. So that if a contract is made with two persons, and one of them is out of England, the plaintiff may commence an action against the other if he pleases, because no objection can be taken to this except on shewing that the person left out is within the jurisdiction of the court. If he is absent, the plea of abatement fails. So that if one is abroad you may sue the one who is at home; but if you sue both, you cannot appear against one until the other is outlawed. On this being done, the plaintiff may continue the original action against the defendant who remains within the jurisdiction of the court, and if the one who is abroad comes to obtain a reversal of the outlawry, he may be allowed to do so, by paying the costs and appearing to a new action brought against him by the plaintiff. Where the plaintiff intends to proceed to outlawry, he obtains a *distringas* in the manner before described. The only difference in the form of *distringas* is in the notice subscribed; that in the one, the defendant is warned that the plaintiff may cause an appearance to be entered for the defendant, and in the other he is warned that the plaintiff may cause proceedings to be taken to outlaw him. (See 9 Bingham, 464.) On this *distringas* the plaintiff is not at liberty to enter an appearance, and the *distringas* can only be resorted to when the defendant is out of the kingdom, and cannot be served with the other process. If the *distringas* is returned *non est inventus* and *nulla bona*, then, provided there were fifteen days between the delivery of the writ to the sheriff and the return, you may sue out an *exigi facias* directed to the sheriff of the county in which the former process issued,(a) and a writ of proclamation directed to the sheriff of the county in which the defendant was dwelling, the one commanding him to "exact" or "require" the appearance of the defendant at five successive county courts, the other, to make three proclamations for him to surrender. If the defendant does not appear, he is declared an outlaw. The Uniformity of Process Act (sect. 5) requires the first writ of *exigent* and proclamation to bear teste on the day of the return of the *distringas*. When a man is outlawed, he may be arrested by a writ of *capias utlagatum*, and by a special *capias utlagatum*, the property may be inquired of by a jury summoned by the sheriff, and seized into the king's hands. Upon this, the plaintiff may apply to the Court of Exchequer for a writ directed to the sheriff, commanding him, as the case may require, to sell the goods of the defendant, to levy the profits of his land, or to recover debts due to him; the money, in form, belonging to the Crown, but the defendant may obtain it on application. If the proceeds of the execution do not exceed 50*l*., the Court will, on motion, order the sheriff to pay over the amount to the plaintiff; if it is above that sum he must petition the Lords of the Treasury. Whether the defendant is arrested or not, he may in general obtain a reversal of the outlawry. A *writ of error* is the original common law process, but it is both dilatory and expensive; and an outlawry may be now reversed on application to the Court on motion, upon such equitable terms as the Court shall think fit. The ground on which outlawry proceeds is this: here is a gross contempt of the justice of the country: the defendant is publicly called on to appear in the county court of his own county, and at the parish church; if he does not appear, he is guilty of a contempt of justice of the country. For this he is outlawed, and cannot again obtain the benefit of the law without coming and setting the outlawry aside. Supposing him to have been abroad innocently or accidentally at the time when the steps are taken against him, so that he was not aware of them, he is, in fact, guilty of no contempt; and according, therefore, to the historical theory of outlawry, if a man is abroad at the time he is outlawed, he has been guilty of no contempt;—and, by shewing that the fact was so, the outlawry may be reversed; so that the fact of his being abroad is sufficient for the outlawry being reversed. Now, practically, outlawry is not taken to punish a man for being in contempt, it is only taken as a means to procure his appearance, and the courts will not allow a man to proceed to outlawry if he can be served in any other way whatever. A man is abroad: you want to proceed against him: it may be necessary to do so: he is possessed of certain property which you cannot touch: the six years of the Statute of Limitations may have nearly expired, and you must proceed against him: you commence an action, and outlaw him. From that time he never can acquire any civil rights, except by setting the outlawry aside, and putting himself in the same position in respect to you as if he had appeared to the action in the first instance. In the practical operation of outlawry, it is not allowed to be applied unless the person is abroad, and the theoretical ground of it is, that if he is abroad it may be set aside. Putting these two things together, you obtain this cumbersome machinery. You apply for it on the ground that he cannot be found at home, and if he sets it aside, afterwards, it is on the ground that, as he was abroad, he is guilty of no contempt, still it answers your purpose, because it is not allowed to be done except on terms. If the plaintiff has abused the process of the court by proceeding to outlaw the defendant, knowing that he is represented by an attorney in this country, the outlawry will be set aside, and the plaintiff made to pay the costs. That was done in the case *Pigou* v. *Drummond* (1 Bing. N. C. 354): the mere fact of the defendant being abroad is sufficient to entitle him to a reversal of the outlawry, even though he went abroad on purpose to defeat the plaintiff's claim. (*Bryan* v. *Wagstaff*, 5 B. & C. 315.) There it was held that, the defendants being abroad, even though it was fraudulent, was a ground why the outlawry should be set aside, because, though fraudulent, it was not an open contempt of justice in not appearing when called for.

In ordinary cases, the Court, as we have seen, will reverse the outlawry where any irregularity has taken place in the proceedings, such as, simply, where the party was abroad; but the Court will not do so without imposing such equitable terms as it thinks fit. The Court requires the defendant to pay all costs, and to put the plaintiff in the same situation as if he had appeared in the first instance. Before the 1 & 2 Vict. in all bailable actions he was required to find bail; now, unless he is about to quit England, it is sufficient to enter an appearance only. The Common Law Commissioners have expressed themselves in strong terms against this cumbrous, expensive, and fictitious machinery. They say—"It is one of those abuses which are prejudicial to the rights of both contending parties; it inflicts on the plaintiff the evils of delay and expense, and it subjects the defendant to surprise and oppression." The proceedings of "execution" and "proclamation," though extremely public, according to the notions and habits of our ancestors, may be now taken behind the back of the defendant, and he has in general no previous notice that the suit has been commenced, and may probably have no opportunity of becoming acquainted with the fact; any man out of England in business or pleasure may find himself outlawed on his return. Selden tells us, in his *Table-Talk*, that he once outlawed the King of Spain for not making his appearance in obedience to process. The Uniformity of Process Act, founded on the Report of the Common Law Commissioners, seems to consider outlawry as a proceeding doomed at some future time to make way for a better, as the authority which it gives to proceed to law is limited by these significant words: "It shall be lawful *until otherwise provided for*." No other provision has been made, and it still remains as it was.

The object of process is, technically, to insure the appearance of the defendant; to enable the plaintiff to put the defendant in such a position that he is enabled to proceed against him. We then come to the pleadings. In the old language of the law, *plea* is synonymous with action. This is the meaning of the word, where a Court of Record is said to hold pleas, or to have *conusance tenere placita*, or *cognitionem placitorum*. Here the word *placita* means actions. So likewise in the ancient forms, the defendant was summoned or attached (as you may see at the commencement of the declaration in N. C. 6, in Williams' Saunders), as the case might be, to answer the plaintiff, of "*a plea* of debt," "*a plea* of trespass," and others; hence, also, the division of actions into *common pleas* (pleas between ordinary individuals) and *pleas of the Crown*—prosecutions to which the Crown is a party. From the word *placitum* (plea meaning the action generally) you have the word *implead*, which means to *commence* an action against a person. In modern language, the words plea and pleading are applied to the mutual altercation of the parties; in it's most limited sense, the *plea* signifies the answer which, in civil cases, the defendant makes to the statement or *declaration* of the plaintiff; in criminal cases it is the answer he makes to the indictment. The prisoner, in criminal prosecutions, pleads guilty, or not guilty. He may plead divers other matters; sometimes by plea in abatement, of which we have an instance in the case of Mr. O'Connell. Such pleas are not of very frequent occurrence; but there is an instance of a *plea* in abatement in criminal proceedings in

(a) 3 Black. Com. p. 283.

the 27th vol. of the State Trials, in which the defendants *plead in abatement* that one of the persons on the grand jury was an alien. The word *pleading* is sometimes applied to every statement of facts subsequent to the declaration of the plaintiff, made by either of the parties; and this has been used in contradistinction to *demurrer*, which is not a statement of facts, but an exception taken in point of law. Again, sometimes *pleading* is understood to comprehend every step in the altercation taken by either party, including as well the *declaration* of the plaintiff as the *plea* of the defendant, and all the subsequent statements of the parties in the issue, whether an issue in law or an issue in fact. It is in this sense we talk of the science of pleading, and it is in this sense of the word that that branch of professional men who draw the statements are termed *pleaders*, sometimes *special pleaders*.

The plaintiff makes a statement of his case; this is called the *declaration*: the defendant makes a statement of his answer; this is called the *plea*. For instance, the plaintiff complains of the defendant, that he has "assaulted and beaten" him; he puts that in legal phraseology, and that is the *declaration*. The defendant says he is not guilty of that with which he is charged; that is, a *plea* of *not guilty*. There is a fact asserted, on the one hand, and denied on the other; and whereas, in this case, the answer consists of a direct denial of the case of the plaintiff, or a direct denial to any of the facts necessary to support his case, the point in dispute is ascertained. Or, take a case in which a person complains of another that he has taken his property; an action of *trespass de bonis asportatis*: the defendant pleads that the goods are not the property of the plaintiff; and that he does not deny taking the goods, he merely denies that these goods are the plaintiff's. He does not deny the whole case of the plaintiff, but he does give a direct denial to one of the facts necessary to support his case. The pleadings have brought the parties to an issue, as it is termed—the point in dispute is ascertained, and the question is ready for trial, and the Court has to ascertain on which side the truth lies. But if the defendant, instead of denying the plaintiff's case or any material part of it, admits the facts to be true, but alleges some further fact to shew that the plaintiff never had a real claim at all; or, that whatever claim he had, it has ceased to exist, the pleadings are continued one stage further. Thus an action is brought for goods sold and delivered; the defendant does not deny that he had the goods, but he pleads *payment*: he says he paid all the sums due in respect of the goods. By this means the pleadings are carried one step further. In answer to the new fact brought forward by the defendant, the plaintiff is called on to reply. Sometimes he denies the fact. For instance, the plaintiff says, "You owe me so much for goods." "I have paid for them," says the defendant; and in his replication the plaintiff says, "You did not pay me;" that is, he denies the fact, and thus brings the matter to an issue. Sometimes he does not deny the fact alleged by defendant, but he in his turn alleges some new fact in answer to it; thus: an action is brought against the defendant for goods sold and delivered; the defendant does not deny having the goods, but he says, "I was an infant at the time you supplied them to me." It is then for the plaintiff to reply, and he may say, "You were not an infant." If he does, a fact is asserted on the one hand and denied on the other. The point in dispute is ascertained; or he may say, "True, you were an infant, but the goods that were supplied to you were such as were suited and were necessary to your condition in life." There he admits the fact of infancy, but asserts another fact, to obviate what would have been otherwise a legal inference from it. The new fact alleged by the plaintiff calls for an answer from the defendant; and so the altercation proceeds until the end. In the process of these altercations, where one party admits a fact alleged by his opponent, and answers him by an allegation of some other fact, he is said to "*confess* and *avoid*;" where he denies that which is asserted, he is said to *traverse*. In an action brought for goods sold and delivered, the defendant pleads he was "never indebted:" he *traverses* the debt; that is a denial of the fact: or if he does not do that, but pleads he was an infant when he had the goods, he *confesses*, and avoids the consequences of his confession by stating a new fact. The new fact is, that although he had the goods, he was an infant, and so not answerable for the price. Then the plaintiff is called upon to reply; he may say, "You were not an infant;" if he does, he traverses the fact set up by the defendant—he traverses the infancy—he denies it. There is a fact asserted on the one hand, and denied on the other. On the other hand, he may confess and avoid it; that is, admitting the defendant was an infant, but avoiding the consequence of that confession by saying that the things supplied were necessary: he confesses the infancy, but avoids the effect of it by shewing another fact, namely, that the things were necessary. Whenever the pleadings come to a traverse—when that which has been asserted by one party is denied by the other, the party that traverses the allegation of his opponent *concludes to the country*—that is, he states his readiness to submit the question to be tried by a jury; and if his opponent supports his statement, he does the like. The issue which I have now spoken of is an issue of fact. The question raised for decision is the existence or non-existence of the fact on which issue is taken. The fact must be proved before the jury, and found by their verdict.

But if the defendant, on examining the declaration of the plaintiff, finds that the facts which it discloses are not sufficient to support the action, and that he is therefore not called on to make any answer to it by way of plea, he *demurs*: the effect of which is to admit the facts contained in the declaration, and to submit to the Court that they are insufficient to support the plaintiffs' case, and that he must therefore fail on his own shewing. A *demurrer* may be made in any stage of the proceedings. Thus, if the defendant states matters in his plea which the plaintiff conceives to be no legal answer to his a tion, he demurs to the plea, and says it is not sufficient in law, and the question is thus submitted to the Court. If the facts that are set forth in his defence are deemed insufficient by the Court, judgment will be given for the plaintiff. These proceedings originally took place in open court, and being delivered either by the party or his advocate, a minute of the proceedings and other steps taken in the cause was contemporaneously entered on the parchment roll. This practice is supposed to have continued down to the middle of the reign of Edward the Third. The first departure from this probably was that the pleader no longer made his statements *vivâ voce*, but still continued to enter it on the parchment roll, as if it had been so made. By this fiction the contemporaneous presence of both parties became unnecessary. One party entered his statement of record as if it had been delivered, and the other did not hear it, of course, but he consulted the record to ascertain what his adversary had alleged. Some light is thrown on this subject by the present practice in the Sheriff's Court in London. The pleadings are merely written in the first instance on parchment, and that constitutes the record itself. In the superior courts it is supposed that the practice of entering the statements on the roll in the first instance was not continued later than the reign of Edward the Fourth, about the time the custom was introduced of writing the pleadings first on paper, and delivering them to the other parties, or filing them in court and deferring the actual entry of them on record to a subsequent stage of the proceedings. This is the present practice. Still it is requisite for you to understand that the pleadings that now only exist in writing are supposed to be the minutes of statements orally delivered. Supposing it to be a minute of what has been done, you would suppose it to be in the past tense, or any tense rather than the present; but if you recollect it was supposed to be said in open court, and taken down in writing by the officer of the court immediately, and what is now written is only a substitute for it, the same form being preserved, you immediately see the reason why the third person is used.

The alternate altercations of the parties, as they originally took place in open Court, were made only in term time; the written pleadings, which were supposed to represent these oral statements, were also required to be made, or at least to purport to be made in term. By the Uniformity of Process Act it is provided, that all proceedings to judgment and execution may be had in term or in vacation; and by a rule of court the declaration is required to be dated on the day of the month and year on which it actually filed and delivered. By a subsequent rule this regulation is extended to all subsequent pleadings; so that, by the joint effects of the statute and the rules of court, the pleadings are now carried on without any reference to the term.

THE CRITIC.

New Books.

The Law and Practice in Proceedings on the Crown Side of the Court of Queen's Bench, comprising the Alterations and Rules made and adopted in pursuance of 6 & 7 Vict. c. 20, and an Appendix of Forms. By Standish Grove Grady and Colley Harman Scotland, of the Middle Temple, Esqrs. Barristers-at-law. London, 1844. Shaw and Sons.

The opening to the Profession of the practice on the Crown side of the Queen's Bench, which was effected by the Act of 6 & 7 Vict. c. 20, intituled "An Act for abolishing certain offices on the Crown Side of the Court of Queen's Bench, and for Regulating the Crown Office," has occasioned a demand for an efficient guide to that practice. Two volumes are already in the field, offering to supply that demand, and Mr. Archbold has announced a third.

Of the two that are before the Profession, there can be no hesitation in giving the preference to the volume which has been prepared by the joint labours of Mr. Grady and Mr. Scotland. In every attractive feature of a law-book,—methodical arrangement, patient research, pains-taking accuracy, copious collection of forms, and elaborate index,—it far surpasses its predecessor, and must be *the* authority on the subject on which it treats, at all events until a better work appears; and we should find it difficult to say in what department considerable improvements could be introduced.

The practitioner will probably be startled when a volume of nearly 600 closely printed pages is put into his hands as the practice of the court which has just been opened to him, and he may be half-disposed to think that, if so much must be mast ed, the business is not worth the price of the admission. But it will be found, upon inspection, that the authors have not limited their task to the practice, but have included the law relating to the subjects that come within the purview of the Crown-office.

Criminal Information is the first topic discussed, and having examined the nature of this proceeding, in what cases it is filed *ex officio*, and in what by the Master of the Crown-office, the various offences in which it is usually employed are successively examined; full instructions are then given as to the forms to be observed in applying for it, and the conduct of it afterwards to its result.

In the same convenient order are treated the subjects of Indictments and Presentments; of *Quo Warranto* Informations; of *Certiorari*; of the Writs of *Contumace Capiendo*, and *Excommunicato Capiendo*; of *Habeas Corpus*; of the traverse to an Inquisition on a Commission *de Lunatico Inquirendo*; of *Mandamus*; of the Issue on a *sci. fa.* to repeal Letters Patent; of Articles of the Peace; of Attachment; of Outlawry; of Recognizance; of Writ of Error.

An Appendix collects a number of forms, both general and special, the greater portion of which were obtained from the records in the office.

Hence it will appear how wide a range of subjects this volume embraces; how important they are, and how continually they occur in practice. To exhibit the style and manner of the authors we select some passages which are likely to convey information of utility to the reader.

PROCEEDINGS TO OBTAIN A MANDAMUS.

"*Of the time for making the application.*] The writ of *mandamus* must be applied for within a reasonable time after the commission of the grievance. (*R.* v. *Stamford Canal Company*, 1 M. & S. 32: see also *Reg.* v. *Leeds and Liverpool Nav. Canal Company*, 11 Ad. & E. 316; *R.* v. *Lancashire (JJ.)*, 12 East, 366; *Reg.* v. *West Riding*, 6 Jer. 506; and see *Reg.* v. *Ellis*, 2 D. P. C., N. S. 961.) A *mandamus* to examine witnesses abroad must be moved for as early as possible after issue joined. (*Brydges* v. *Fisher*, 4 M. & Scott, 458.) So, the judgment of ouster must be *actually* signed, before you move for a *mandamus* to proceed to an election upon such judgment. (*R.* v. *West Looe Corporation*, 3 Burr. 1386.)

"The motion for a *mandamus* to put a party's name on the burgess-roll, must be made before the end of the term then next following the revision of such roll. (7 Wm. 4 and 1 Vict. c. 78, s. 2[illegible])

"The writ of *mandamus* being a prerogative writ, and not a writ of right, the application for it is an application to the discretion of the court. (*R.* v. *Excise Commissioners*, 2 T. R. 385.)" The motion is made in open court by the party's counsel; and such motion must be founded upon the affidavit of the party injured. There is no notice necessary previous to an application for a *mandamus*. (*R.* v. *Jones*, 2 Stra. 704.)

" *The affidavit.*] The affidavit must be entitled in the 'Queen's Bench,' if made in the country; and in such case must also be described as having been sworn before a commission of the Queen's Bench (*R.* v. *Hare*, 13 East, 189; *R.* v. *Jones*, *supra*); but if sworn in court or before a judge of the Queen's Bench, it need not be entitled in the Queen's Bench. (*R.* v. *Hare*, *supra*.) Where the affidavit for a *mandamus* to the trustees of a turnpike-road was entitled, 'The trustees of the H. roads, on the prosecution of the Earl of Radnor:' *Held* bad, and could not be read. (*Reg.* v. *Trustees of Harnham Roads*, 5 Jur, 408.)

" The affidavit should contain a precise statement of facts, and the allegations must be positive. (See *R.* v. *Sargent*, 5 T. R. 466.) It must shew that there has been a precedent; distinct demand of the specific thing, the performance of which is the object of the *mandamus*, and a refusal of performance or conduct equivalent thereto. (*Reg.* v. *Bristol and Exeter Railway Company*, 7 Jur. 233.) On an application for a *mandamus* to execute an instrument, simple in its nature, it is not necessary to allege in the affidavit that it was tendered for execution; but if there be any thing peculiar in the instrument, a tender, and demand of execution would be necessary. (*Reg.* v. *Kendall*, 1 Ad. & E. N. S. 385, n. c.) It must also appear the applicant is entitled to the relief he prays (*R.* v. *Bishop of Oxford*, 7 East, 345; and see Bull. N. P. tit. Mandamus); and that he complied with all the forms necessary to constitute his right. (*R.* v. *Jotham*, 3 T. R. 577; *R.* v. *Clear*, 4 B. & C. 899.) It must also state plainly in what character the defendants are to act. (*R.* v. *Looe*, 3 B. & C. 683.) On an application to admit to a fellowship in right of relationship to the founder, the statutes, or sworn copies of them, must be produced. (*R.* v. *Archbishop of Canterbury*, 7 Mod. 220.) On motion to restore one to an office, an affidavit that he once enjoyed it is unnecessary, as that fact may be stated in the return. (*R.* v. *Cutlers' Company*, Ca. temp. Hard. 129.) Where the application is for a *mandamus*, to admit or to be sworn into office, the fact of election should be positively stated. (Bull. N. P. 200; and see *R.* v. *Harwood*, 2 East, 177.) Where the application is for a *mandamus* to appoint overseers, it must be expressly sworn, that the place in question actually is a ville, or so reputed. (*R.* v. *JJ. of Bedfordshire*, Cald. 157; *R.* v. *JJ. of Peterborough*, id. 238.)

" If the affidavits of the applicant omit to state a material fact, the deficiency may be supplied by reading the affidavits of the defendant. (*R.* v. *Mein*, 3 T. R. 596. See tit. Quo. War. Information, p. 120.) Where a rule for a *mandamus* had been discharged, the affidavits being imperfect, and a subsequent rule obtained by the same parties, on the same ground, on amended affidavits, the court refused to hear the second application upon the merits, and discharged the second rule also, with costs. (*Reg.* v. *Pickles*, 12 Law J. N. S. 40.)

" If more than one defendant, their names should be mentioned in the jurat, and the place and county where the affidavit is sworn. The rule of Reg.-gen. H. T. 2 W. 4, s. 6, as to swearing affidavits before the attorney in the cause, does not apply to proceedings on the Crown side of the court. (*Reg.* v. *Mizen*, 1 D. P. C., N. S. 865.)

" *Motion and Rule.*] The affidavits, when prepared and briefed, are delivered to counsel to move in open court for a rule, which is either *nisi* in the first instance, or absolute. It may, however, be observed, that the court will not grant a rule in the alternative for a *mandamus* or a *quo warranto* (*Reg.* v. *Mayor of Leeds*, 11 Ad. & E. 512; 5 Jur. 548); and a rule to shew cause why one or more writs of *mandamus* should not issue as an improper form of rule. (*Reg.* v. *Mayor of Bridgenorth*, 10 Ad. & E. 66; 3 Jur. 384.) The court will not permit a rule *nisi* for a *mandamus*, and a *quo warranto*, to be discussed together (*Reg.* v. *Mayor of Winchester*, 7 Ad. & E. 215); and a subsisting mayor *de facto* must always be a party to the rule for a *mandamus* to elect a mayor. (*R.* v. *Banks*, 1 W. Bl. 445.) But it is not necessary to specify the particular person to whom a *mandamus* should be directed. (*Reg.* v. *Corporation of Carmarthen*, 4 Jur. 365.)

" By statute 1 Wm. 4, c. 21, s. 4, the court may, upon application for any writ of *mandamus* (other than such as relate to the offices and franchises provided for by statute 9 Ann, c. 20), make rules and orders, calling not only upon the person to whom such writ may be required to issue, but also all other persons having or claiming any interest in the matter of such writ and payment of the costs of the application, and upon appearance, or in default of appearance, to exercise all such powers and authorities, and make all such rules and orders applicable to the case as are or may be given by any Act passed or to be passed during this present session of Parliament, &c. (See also 1 & 2 Wm. 4, c. 58.)

" When more than two magistrates at petty sessions take part in a decision, it is not necessary that they should all be included in the rule; but should two be selected, or [illegible] be omitted for any improper purpose, the court will [illegible]. (*Reg.* v. *Ellis*, 2 D. P. C., N. S. 361.)

" The court seldom grants a *mandamus* without giving the party to whom it is prayed a day, to shew cause against it. (2 Keb. 243; pl. 195.) Where it is to restore one who has been removed, they will first grant a rule to shew cause why such a writ should not issue. (Bull. N. P. 199.) It is a rule *nisi* in those cases where a long-continued right is sought to be disputed. (*R.* v. *Citizens of Chester*, 1 M. & S. 102.)

" The rule will it seems be granted absolute in the first instance, when a corporate officer holds over, or when an actual vacancy has occurred from death. (*R.* v. *Mayor of Truro*, 2 Chit. R. 257.) So, for a *mandamus* to the archdeacon to administer the oath of office to a churchwarden, where there is no rival candidate, and no reason assigned for the refusal to administer the oath. (*R.* v. *Lichfield and Coventry Archdeacon*, 5 Nev. & M. 42.) So, for a *mandamus* to swear in a chapelwarden, where there is a dispute between the curate and the sequestrator, as to who should appoint, and each has appointed. (*Ex parte Penruddock*, 1 Har. & W. 347.) So, to churchwardens, to swear in overseers of the poor. (*Reg.* v. *Manchester Churchwardens*, 7 D. P. C. 707.) So, to admit to the freedom of a corporation. (*R.* v. *Mayor of Coventry*, 3 Doug. 236.) So, to the jailor, to give up the body of a debtor, dead within the jail; it appearing that he refused to do so, until a debt owing by deceased for his maintenance was paid. (*Re Bailiff of Wakefield*, 2 Ad. & E., N. S. 246.)

" Where a rule *nisi* has been obtained, it must be drawn up at the Crown-office, and a copy served upon the parties mentioned in such rule, before nine o'clock at night (R. H. 2 Wm. 4, r. 50); but personal service need not be effected; although it is better in all cases to do so, and at the same time to shew the original rule. Service need not be made on the clerk of the peace, it is sufficient if served on the justices whose decision is complained against. (*R.* v. *Tucker*, 4 B. & C. 545.)

" If an officer *de facto* or other parties be omitted, whose rights will be directly called in question, the rule *nisi* can be amended by the insertion of their names, and the rule will be good on a new service. (*R.* v. *Banks*, 3 Burr. 1452; 1 Bl. R. 455; Bull. N. P. 200.)

" In order to make the rule absolute, an affidavit of the service of the rule *nisi*, intituled and sworn as before, must be made and delivered with a brief to counsel, to move for that purpose.

PROCEEDINGS TO OBTAIN A CERTIORARI.

" *Of the proceedings to obtain a certiorari.*] The mode of applying for the writ of *certiorari* is regulated by various statutes. By the first of these, the 5 & 6 Wm. & M. c. 11, s. 2, it is provided, that in term time no writ of *certiorari* whatsoever, at the prosecution of any party indicted, be hereafter granted, awarded, or directed, out of the Court of King's Bench, to remove any indictment of trespass or misdemeanor, before trial had, from before the said justices in the said courts of general or quarter sessions of the peace, unless such *certiorari* shall be granted or awarded upon motion of counsel, and by rule of court made for the granting thereof, before the judge or judges of the said Court of King's Bench, sitting in open court. And by sec. 4, it is further provided, that in vacation writs of *certiorari* may be granted by any of the justices of the Court of Queen's Bench, whose names shall be endorsed thereon, and also the name of the party at whose instance the same is granted. (See 1 & 2 Vict. c. 45, extending the jurisdiction of a single judge.) The provisions of this statute have been extended to the case of private prosecutors, by the 5 & 6 Wm. 4, c. 33, s. 1; by which, after reciting the expediency of preventing private prosecutors of indictments and presentments from vexatiously removing them from inferior courts into the Queen's Bench, provides, that from and after the passing of the Act, no writ of *certiorari* shall issue from the Court of Queen's Bench at Westminster, for removing into that court any indictment or presentment from any court of session, assize, oyer and terminer, or gaol delivery, or any other court, at the instance of the prosecutor or any other person (except his Majesty's Attorney-General), without motion first made in the said court, or before some judge of that court, and leave obtained to remove such indictment or presentment, in the same manner as similar motions may now be made and leave given, when such application is made on the part of the defendants, any law to the contrary, &c. The above enactments are confined to the cases of of indictments and presentments; but the statute 13 Geo. 2, c. 18, s. 5, provides, that in cases of conviction, judgments, orders, &c. there must not only be a motion for a *certiorari*, but such motion must be made within six calendar months next after such conviction, &c. The motion or application for a writ under the foregoing enactments, must be supported by an affidavit. (*Reg.* v. *Southampton Railway Company*, 2 D. P. C., N. S. 53.)

" *Affidavits.*] In order to remove an indictment, the defendant (and now the prosecutor, by 5 & 6 Wm. 4, c. 33, *supra*) must make an affidavit, stating the grounds upon which his application is founded. (*R.* v. *Eaton*, 2 T. R. 89; *Reg.* v. *Southampton Railway Company*, *supra*.) Except where the Attorney-General applies on behalf of a revenue-officer or other defendant, in which case no affidavit will be requisite. (*R.* v. *Lewis*, 4 Burr. 2458; *R.* v. *Stannard*, 4 T. R. 161; 1 East, 303, n. d.) On the motion of the Attorney-General for a *certiorari* to remove an indictment, the right of the Crown having been mentioned by him to be in dispute, an affidavit is required from the defendant, according to the 5 W. & M., that the freehold is in question. (*R.* v. *Burgess*, 1 Ld. Ken. 135.) Where a *certiorari* is moved for, to bring up the depositions against a person charged with felony, in order to have him bailed in the country, an affidavit that he cannot afford to be brought up by *habeas corpus*, is not necessary. (*R.* v. *Gregory*, 1 Wol. P. C. 4; 4 Jur. 1015.) The Court will not grant a *certiorari* to remove a conviction under 52 G. 3, c. 93, for using a dog and gun without a certificate, on the ground that the jurisdiction does not appear on the face of the conviction, without an affidavit negativing the jurisdiction. (*R.* v. *Long*, 1 M. & R. 139.)

" Affidavits may be used in support of the motion for a *certiorari*, in order to determine whether the justices or sessions had jurisdiction. (*Reg.* v. *JJ. of Cheshire*, 8 Ad. & E. 398; 1 P. & D. 91; *R.* v. *JJ. of Cumberland*, 4 Ad. & E. 695; *R.* v. *St. James's, Westm.* 2 Ad. & E. 241; *R.* v. *Parish of Great Marlow*, 2 East, 244; *R.* v. *Somersetshire*, 5 B. & C. 816; *R.* v. *JJ. of West Riding of Yorkshire*, 5 B. & C. 818, n; *R.* v. *Yorkshire*, 5 T. R. 629; *R.* v. *Bucks*, 3 East, 342; *R.* v. *Overseers of Bridgwater*, Cowp. 130; *R.* v. *Wakefield et al.* 2 Ld. Ken. 164.)

" In moving for a rule *nisi* for a *certiorari*, it is irregular to entitle the affidavits on which such motion is founded in any cause; and if they are so entitled, they cannot be read. (*Ex parte Nohro*, 1 B. & C. 267; see *Franks* v. *Wicks*, 9 D. P. C. 489; 4 Jur. 341.) The affidavits on moving for a rule to quash a writ of *certiorari*, on the ground that it had issued improvidently, should not be entitled in a cause. (*Reg.* v. *Inhabitants of Gilberdike*, 8 Jur. 79.) The affidavit must set forth in certain and positive terms, the special grounds on which it is sought to remove the proceedings below, and such as the court will deem sufficient. Thus, an affidavit stating that the defendants controverted the title to certain tithes, and also, that the title to the tithes was then, and at the time of making the said affidavit, really in question, does not sufficiently shew the title to be in question, in order to remove an order of justices upon some Quakers, by *certiorari*, according to stat. 7 & 8 Wm. 3, c. 34, s. 4, and 1 Geo. 1, c. 62. (*R.* v. *Wakefield*, 1 Burr. 488; 2 Ld. Ken. 164.) So the affidavit in support of a motion to bring up the inquisition of a compensation jury, must swear positively to defects in the inquisition. (*R.* v. *Manchester and Leeds Railway Company*, 8 Ad. & E. 413; 2 Jur. 857.) If the objection be to the form of the inquisition, an exact copy should be set out, or it should be sworn that the deponent could not procure a copy; and he should in the latter case swear positively on information and belief. It is not enough to swear that he 'objects' that the inquisition does not contain requisites pointed out. (*Id.*) Under the statute 13 Geo. 2, c. 18, s. 5, the party suing forth the writ should be identified in the affidavit with the party who gave the notice; and the justices to whom notice was given with those who made the order. (*Reg.* v. *How*, 11 Ad. & E. 159, S. C. nom.; *Reg.* v. *JJ. of Shrewsbury*, 1 Wol. P. C. 61.) In the case of a conviction, on the face of which it appears that the justice may have no jurisdiction, or, having jurisdiction, may have omitted to set it forth, a clause in the statute, taking away the *certiorari*, will have effect, unless the jurisdiction is denied by affidavit (*R.* v. *Long*, 1 M. & Ry. 136); and so, if the proceeding, though somewhat informal, be manifestly under the Act which takes away the *certiorari*. (*R.* v. *Cassen*, 3 D. & R. 36.)

" *Of the motion and rule.*] The requisite affidavits being prepared, the attorney for the party applying for the writ, sends them with a brief to counsel, endorsed to move (as to the time when this motion must be made in certain cases) for a rule to shew cause why a *certiorari* should not issue, &c.; or for a rule absolute, as the case may require.

" Upon hearing the affidavits in support of the motion, the court or judge will either grant or refuse the application, at their or his discretion. (*Reg.* v. *Manchester and Leeds Railway Company*, 8 Ad. & E. 413.) If the application be refused, in consequence of the insufficiency of the affidavits, it cannot be renewed on amended affidavits. (*Id.*) If the application be granted by the court, it is either a rule to shew cause, or absolute in the first instance. It is a rule *nisi* only, where a judge's fiat or order for a *certiorari* to issue in vacation is granted. (*R.* v. *Chipping Sodbury*, 3 Nev. & M. 104.) The rule for *certiorari*, to remove an indictment for a felony is *nisi* only; but in the case of misdemeanors, and where the sessions have made an order subject to a special case, it is absolute in the first instance. (*Reg.* v. *Spencer*, 8 D. P. C. 127.)

" It is a rule *nisi* in the first instance, for a *certiorari* to remove proceedings of commissions of sewers. (Anon. 2 Chit. R. 137.) So, for removing an indictment for non-repair of a road, from an inferior jurisdiction. (*R.* v. *Inhabitants of* [illegible], 3 D. P. C. [illegible])

It is a rule absolute in the first instance, for a *certiorari* to remove a record from an inferior jurisdiction. (*Pawsey* v. *Gooday*, 3 D. P. C. 605.) So, for a *certiorari* under 19 Geo. 3, c. 70, s. 4; and the rule applies to all cases, where the defendant removes himself and his effects, out of the inferior jurisdiction. (*Knowles* v. *Lynch*, 2 D. P. C. 623.) So, to remove the proceedings from the Brighton Court of Requests, in order to ground a motion for a stay of such proceedings. (*Franks* v. *Wicks*, 1 Wol. P. C. 2.)

"Where a rule *nisi* is granted upon a motion made in court, the attorney for the party obtaining it draws up the rule with the master in the Crown-office; and a copy of such rule should then be served on the opposite party, before nine o'clock at night. (R. H. 2 W. 4, r. 50.) Previous to the appointed day, the brief should be re-delivered to counsel, with an affidavit of the service of the rule *nisi*, to move to make the rule absolute.

"Where an application for a *certiorari* to a judge at chambers became necessary, the invariable practice has been for the attorney of the party applying, to lay the necessary affidavits before such judge; and if, upon reading the affidavits, he should so think fit, the judge granted a fiat under his signature. (Anon. Comb. 88; Reg. v. *White*, Holt, 132; 1 Salk. 150; 3 Salk. 80.) The fiat was then taken to the Crown-office, and upon it the writ of *certiorari* issued immediately; but as in the late case of *R.* v. *Chipping Sodbury* (3 Nev. & M. 104), the court held, 'that the rule for the *certiorari* cannot be granted out of term, absolutely in the first instance,' it would seem, that if the old practice be now adopted, the writ may be set aside for irregularity, and that the order on the affidavit would now be *nisi* only in the first instance; on application, however, it has been ascertained that the practice in this respect remains uncertain.

"*Shewing cause.*] If it be intended to shew cause against the rule, the attorney procures an office copy of the rule, and of the affidavit upon which it was granted (*Reg.* v. *Inhabitants of Rotherham*, 21 L. J. 17); and delivers them, together with an affidavit, when necessary, and a brief to counsel. Corroborating affidavits may be read after a rule has been granted; but not those containing new matter. (*R.* v. *Berkeley*, 1 Ld. Ken. 81.)

"Where no cause is shewn, the counsel so instructed will move to make the rule absolute; which, as also where insufficient cause be shewn, the court will grant.

"Upon the rule being made absolute, the attorney for the party obtaining it, draws it up with the master of the Crown-office, as in the case of a rule *nisi*. The writ of *certiorari* is then prepared and engrossed by the attorney or party suing it out, and taken to the Crown-office to be entered and sealed. (N. R. H. 7 Vict. r. 1.)

JOURNAL OF PROPERTY.

THE following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

The Funds have been quiet, and prices are not quite so buoyant. Consols for the opening realize 98⅝ to ¾. The Reduced Three-and-a-Half per Cents. have obtained 102½ to ¾. Bank Stock is worth 198½. Exchequer Bills 72s. to 74s. premium.

The foreign settlement is going off with tolerable ease. Spanish Active Bonds are still 23¼ ½; but the Three per Cents. have gone back to 35 and 34⅞ ⅞. This arises from the differences on the account. Mexican are supported at 35 to ¼. Dutch Two-and-a-Half per Cents. are worth 62¼ to ⅜.

The Railway Shares are inactive, but Croydon and South-Eastern are flat since the settlement yesterday; the former owing to the Gravesend project.

ENCOURAGEMENT TO RAILWAYS. — In Mr. Laing's paper appended to the evidence taken before the select committee on railways, there is a curious table, shewing the rate of different items of expenditure per mile of railway upon some of the principal British and foreign lines. From this table we gather that the Parliamentary expenses of the London and Birmingham and London and South-Western Companies have been about 650*l.* per mile; and of the Great Western and Manchester and Leeds, 1,000*l.* per mile; while the London and Brighton (through its memorable campaign) cost, under this head, 3,000*l.* per mile. There appears to be no corresponding item in the accounts of the Belgian and French railways. The "law" charges, engineering, direction, &c. have varied on English lines; but on all [illegible] they have been enormously large. Thus, the London and South-Western Company have had to pay, under this item, 900*l.* per mile; the Grand Junction, 1,200*l.*; the Birmingham, 1,500*l.*; the Manchester and Leeds, 1,600*l.*; the Brighton, 1,800*l.*; and the Great Western, no less an amount than 2,500*l.*! Nice pickings, here, for the lawyers! It seems that the average per mile on the Belgian railways, under this head, is 430*l.* per mile; and on the Paris and Rouen Railway, 800*l.* Under "land and compensation," the difference is equally remarkable. Thus, the Newcastle and Carlisle Company paid, per mile, 2,200*l.*; the Grand Junction, 3,000*l.*; the South-Western, 4,000*l.*; the Manchester and Leeds, 6,150*l.*; and the Birmingham and the Great Western precisely the same—namely, 6,300*l.*; while the Brighton paid no less than 8,000*l.* per mile! The average of the Paris and Rouen Railway was 2,300*l.*; and of the Belgian railways, 2,750*l.* In "railway works and stations" the difference is greater still. For example—the Newcastle and Carlisle cost 12,000*l.* per mile; the Grand Junction, 15,000*l.*; the South-Western, 18,400*l.*; the Birmingham, 38,280*l.*; the Brighton, 38,000*l.*; the Great Western, 40,000*l.*; and, beyond all, the Manchester and Leeds, 41,400*l.*! The average of the Belgian railways is 10,000*l.* per mile; and of the Paris and Rouen, 17,000*l.* The "carrying establishment, per mile," has been—on the Newcastle and Carlisle Railway, 1,300*l.*; Grand Junction, 2,000*l.*; South-Western, 2,350*l.*; Birmingham and Brighton, 3,000*l.*; Manchester and Leeds, 3,600*l.*; while the Great Western has in this item far out-topped all, being 4,800*l.*! The average of the Belgian railways is precisely the same as the cost in this respect of the South-Western—namely, 2,350*l.*; and of the Paris and Rouen Railway, 2,400*l.* — *Railway Record.*

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given to whom apply for the Dividends.

Bailey, C. B. draper, first, 10s. Alsager, London.—*Berrill*, B. merchant, first, 1s. 2d. Cazenove, Liverpool.—*Campion* and Co. bankers, third [illegible] Fearn, Leeds.—*Cheesman* and Co. chinamen, first 10s. Alsager, London.—*Dunn* and *Dunn*, corn factors, second joint, 5d. first, R. Dunn, 5s. 8d. Hope, Leeds.—*Green*, J. and W. timber merchants, second and final, 1s. 5½d. Hope, Leeds.—*Hopkins*, J. currier, final, 2½d. Green, London.—*Knapton* and Co. stuff manufacturers, separate M'Kay, 5s. 4d. Fearn, Leeds.—*Lark*, J. bootmaker, first, 1s. 5d. Pennell, London.—*Marks* and Co. tailors, joint, 3½d., separate, B. 20s. Cazenove, Liverpool.—*Metcalf*, E. currier, first and final, 3½d. Hope, Leeds.—*Musgrave* and Co. dyers, second and final joint, 11½d., first and final S. M. 5s. 4d., first and final B. M. 1s. 4d. Fearn, Leeds.—*Orbell*, H. victualler, first, 3s. 6d. Groom, London.—*Petrie*, J. C. miller, first, 7d. Baker, Newcastle.—*Reesby*, C. miller, first, 3s. 3d. Valpy, Birmingham.—*Robinson*, W. W. draper, first, 9½d. Hope, Leeds.—*Scalby*, J. edge tool manufacturer, second and final, 1s. 9½d. Baker, Newcastle.—*Waddington*, R. grocer, first, 3s. Hope, Leeds.—*Walker* and Co. woolstaplers, separate, Gray, 12s. 1d. Fearn, Leeds.—*Wilkinson*, C. and J. curriers, first, 3s. 6d. Baker, Newcastle.—*Woodall*, W. H. wollen draper, first and final, 2s. 6d. Groom, London.

Insolvents' Estates.

Best, R. [illegible] 6d. (in addition to 13s. 6d.).—*Behenna*, I. H. lamp manufacturer, Jermyn-st. 1s. 1d.—*Chapman*, S. master brewer, Victualling-yard, Deptford, 9s. (in addition to 3s.).—*Edgar*, T. plumber, Warrington, 2s. 3½d.—*Kitchingman*, M. innkeeper, Brovullis, 1s. 7d.—*Lambert*, R. dealer in ale, Preston, 3s. 3d.—*Wallace*, J. A. surgeon, Harley-place, Bow-road, 2s. 4d.—*Wilkes*, J. grocer, Darlaston, div. in full.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, June 21.

Best, W. jun. grocer, Canterbury, June 14. Trust. Warter, wholesale cheesemonger, 105, Borough. Sol. Ross, Wine-office-court, Fleet-st.—*Sparks*, W. stationer and printer, Frome Selwood, May 8. Trust. L. Perman, gent. Frome Selwood. Sol. Miller, Frome Selwood.

Gazette, June 25.

Gregg, J. M. victualler, Kingsland-road, June 22. Trust. W. Hodges, gent. Park-st. Southwark. Sols. Marson and Dadley, Church-row, Newington-butts.—*Whitemore*, G. innkeeper, Sherborne, Dorsetshire, June 14. Trusts. R. Longman, chemist, Sherborne, and J. Mills, brewer, Lymington. Sols. Melmoth and Son, Sherborne.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, June 21.

CRAVEN, GEORGE, maltster and wharfinger, Wakefield, York, July 2 and 23, at eleven, Leeds, Com. West; Hope, off. ass.; Scott and Tahourdin, Lincoln's-inn-fields, and Taylor and Westmoreland, Wakefield, sols. Date of fiat, June 18. W. Pape, corn miller, Leeds, pet. cr.

HARWOOD, GEORGE, draper, Chester, July 9 and 30, at twelve, Liverpool, Com. Ludlow; Bird, off. ass.; Abbott, Charlotte-st. Bedford-sq. Littledale and Bardswell, Liverpool, and Messrs. Bennet, Manchester, sols. Date of fiat, June 3. H. Humphreys, J. Taylor, and J. Hurst, merchants, Manchester, pet. crs.

HERON, EDWARD, butcher and shipowner, Hartlepool, Durham, July 1, at two, Aug. 5, at twelve, Newcastle, Com. Ellison; Wakley, off. ass.; Foole, Hartlepool, and Mitton, Southampton-bldgs. sols. Date of fiat, June 14. G. Liddell, farmer, Brearton, Durham, pet. cr.

MOWBRAY, WILLIAM, butcher, Wheathampstead, Hertford, June 26, at half-past one, July 24, at half-past eleven, Basinghall-st. Com. Evans; Johnson, off. ass.; Sharpe and Co. Bedford-row, sols. Date of fiat, June 14. W. George, farmer, Saint Peter's, Hertfordshire, pet. cr.

SMITH, JOHN, corn merchant coal merchant, and mealman, Southampton, June 27, at half-past twelve, Aug. 5, at twelve, Basinghall-street, Com. Williams; Graham, off. ass.; Pownall and Cross, Staple-inn, and Royle and Co. Lymington, sols. Date of fiat, June 14. W. & J. Clark, merchants, Botley, Southampton, pet. crs.

STENT, GEORGE, builder and plumber, Pleasant-place, Southampton-st. Camberwell, July 4, at one, Aug. 6, at eleven, Basinghall-street, Com. Williams; Turquand, off. ass.; Parker and Co. Gray's-inn, sols. Date of fiat, June 10. G. W. Jacob, 3, Commercial-pl. pet. cr.

SWEETLAND, MARY, baker, 60 and 61, John-st. Fitzroy-sq. July 5 and 25, at one, Basinghall-st. Com. Holroyd; Gibson, off. ass.; Shearman and Slater, Great Tower-st. sols. Date of fiat, June 15. J. Watney and W. H. Wells, millers, Wandsworth, pet. crs.

TUCKER, JOHN, ship owner, Sutton-st. Commercial-road East, June 28 and Aug. 3, at eleven, Basinghall-st. Com. Goulburn; Green, off. ass.; Maples and Co. Frederick's-place, sols. Date of fiat, June 14. J. M. Robertson, painter, 3, Providence-pl. Commercial-road, East, pet. cr.

Gazette, June 25.

ASHLEY, THOMAS, builder and timber-dealer, Lyonshall, Hereford, July 6, at half-past ten, July 31, at one, Birmingham; Christie, off. ass.; Heath, Warwick, Bodenham, Kington, and Smith, Birmingham, sols. Date of fiat, June 12. J. Taylor, weaver, Stanton-upon-Arrow, Herefordshire, pet. cr.

ASKHAM, STEPHEN, commission agent and stuff manufacturer, Bradford, York, July 6 and 27, at eleven, Leeds, Com. West; Fearn, off. ass.; Hawkins and Co. New Boswell-ct. and Ridehalgh, Bradford, sols. Date of fiat, June 17. R. Leach, stuff manufacturer, Bradford, pet. cr.

BOND, ZACHARIAH, brick-maker, Manchester, July 5 and 26, at eleven, Manchester, Hobson, off. ass.; Johnson and Co. Temple, and Blair, Manchester, sols. Date of fiat, June 15. D. Fraser and J. Willson, tea dealers, Manchester, pet. crs.

HODGE, JAMES, licensed victualler, Abchurch-lane, City, July 3, at half-past eleven, August 7, at eleven, Basinghall-st. Com. Evans; Bell, off. ass.; Vawdrey, Granville-place, sol. Date of fiat, June 22. J. Nicholls, plumber, 15, Leather-lane, pet. cr.

HODGSON, RICHARD, mercer and draper, Bishop Auckland, Durham, July 8, at half-past two, Aug. 7, at two, Newcastle, Com. Ellison; Baker, off. ass.; Mawson, Manchester, Cram, Newcastle, and Johnson and Co. Temple, sols. Date of fiat, June 10. M. Mawson, merchant, Manchester, pet. cr.

HOWARTH, JOHN, woollen and flannel manufacturer, Rochdale, Lancaster, July 10, at twelve, July 26, at eleven, Manchester, Stanway, off. ass.; Hunt, Rochdale, and Cragg and Jeyes, Harpur-st. Red Lion-sq. sols. Date of fiat, June 19. W. Longbottom, woolstapler, Rochdale, pet. cr.

OPPENHEIM, CHARLES FOX, shipowner and merchant, George-st. Minories, July 4, at half-past twelve, July 30, at half-past one, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Spyer, Broad-st.-buildings, sol. Date of fiat, June 21. S. and H. Oppenheim, general factors, Mansell-st. pet. crs.

READ, WILLIAM ROBERT, builder, No. 30, Winchester-st. King's cross, July 2, at half-past one, Aug. 6, at one, Basinghall st. Com. Fane; Whitmore, off. ass.; Buchanan and Granger, Basinghall-st. sols. Date of fiat, June 22. H. H. Scott, surgeon, 88, Regent-street, pet. cr.

WOLFENDEN, THOMAS, and PRESTWICH, JOHN, cotton spinners, now or late of Castle Mill, Oldham, July 8, at eleven, July 26, at twelve, Manchester, Com. Jemmett; Fraser, off. ass.; Potter, Manchester, and Johnson and Co. Temple, sols. Date of fiat, June 14. J. Scholefield, J. W. Cross, and J. Johnson, Oldham, and J. Bowker, Manchester, cotton waste dealers, pet. crs.

WOOD, JOHN FREEMAN, surgeon and apothecary, Holywell-st. Oxford, July 3 and 29, at twelve, Basinghall-st. Com. Goulburn; Follett, off. ass.; Pownall and Cross, Staple-inn, and Walsh and Daymen, Oxford, sols. Date of fiat, June 22. J. Penfold, butcher, Holywell-st. Oxford, pet. cr.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, June 18.

Abbott, J. potter, Vauxhall-walk.—*Banyard*, J. saddler, Earl Soham, Suffolk.—*Beck*, T. smith, North Wharf-road, Harrow-road.—*Brudbear*, R. J. carpenter and builder, Upper Southwick-st. Edgware-road.—*Cato*, J. wine cooper, Wellington-st. Kingsland-road.—*Coveney*, W. H. lay clerk, Ely.—*Eaton*, C. carpenter, High-st. Portland-town.—*Facey*, W. out of business, Gloucester-terrace, Chelsea.—*Ford*, [illegible] working jeweller, Hollen-st. Oxford-st.—*Gardner*, [illegible] eating-house keeper, Stone's-end.—*Hancock*, T. pork butcher, Stretford, Lancashire.—*Hobson*, J. cooper, Northampton.—*Johnson*, M. saddler, Type-st. Chiswell-st.—*Leach*, M. innkeeper, Mottram-in-Longdendale.—*Massey*, W. victualler, Stockport.—*Neale*, M. watch gilder, Great Sutton-st. Clerkenwell.—*Parkin*, P. S. accountant, Elizabeth-st. South, Pimlico.—*Roberts*, J. jun. beer retailer, Mapes-st. Bethnal-green.—*Ross*, D. clerk, King-st. Westminster.—*Seale*, E. out of business, Clehonger, Herefordshire.—*Shepherd*, J. builder and baker, Woodford-bridge.—*Stott*, J. attorney, Leeds.—*Taylor*, J. coffee-house keeper, Newcastle-place, Paddington.—*Tweed*, E. J. traveller, Wells-st. Cripplegate.—*Walker*, J. cotton-waste spinner, Little Bolton.—*Way*, J. baker, Portsea.

From the Gazette of Friday, June 28.

Bankrupts.

Howland, R. auctioneer, Thame, Oxfordshire.—*Watenhall*, J. stock and share broker, Throgmorton-street, City.—*Hadfield*, C. anvil manufacturer, Sheffield.—*Pritchard*, E. wine and spirit merchant, Liverpool.—*Fletcher*, J. [illegible] manufacturer, Liverpool.—*Hetherington*, R. tanner, [illegible], Cumberland.

THE REPORTS.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

Thursday, June 13.

THE WILL OF THE LATE MAQUIS OF HERTFORD.

Dr. LUSHINGTON delivered the judgment of the Court in this matter. The late Marquis of Hertford died on the 1st of March, 1842, leaving many testamentary papers—a will in the common form, bearing date the 26th of February, and twenty-nine codicils, dated between February 1823, and November 1839. Probate was sought by the executors in 1842, and in Michaelmas Term a proctor appeared for Mr. Croker, one of the executors, who was one of the legatees. This allegation was opposed on behalf of the present Marquis of Hertford, and on the 17th of March he obtained a decree. Mr. Croker then appealed to her Majesty in Council. The first question was, whether the decree was to be confirmed or reversed, but in effect the question to be decided was, whether, assuming all the facts contained in the allegation to be true, the scrip dated at Milan, in October 1838, should be admitted probate or not. The substance of the allegation was, that the scrip was in the handwriting of the late Marquis, that he made it at Milan, and that it would be valid by the law of Austria, in which country it was made, and that the scrip was rendered valid by reason of the codicil, which was dated the 26th of April, 1839. In the course of the discussion two points were admitted and assumed on both sides—first, that the late Marquis died legally domiciled in England; and, secondly, that the statute of 7 Wm. 4 and 1 Vict. extended only to testamentary papers made subsequently to this codicil, and that it had been so decided by this Court in 1841, and recognized by the Court of Queen's Bench in a case 3 Q. B. Rep. 177. But it was contended on behalf of the appellant that the peculiar circumstances of the case took it out of the Statute of Wills. The statute as to wills required that every testamentary paper written after the 1st of January, 1838, should be attested by two witnesses. The scrip in question was dated October 1838, and not attested; therefore, *primâ facie*, it was not entitled to probate. Probate was asked on two grounds—first, that the scrip was valid by the law of Austria, which law, it was said, the law of England ought to adopt; secondly, that the scrip was made valid and operative by the words with reference to the codicil of the 26th of April, 1839, which was attested according to the Statute of Wills. To consider these propositions in order, the testator having domiciled in England, the law of England, in the sense that that expression was used, must govern the case. It is true the law of England might possibly adopt the law of another country if the scrip was formally written; but as this was an exception to the ordinary rule, it must be distinctly shewn that the foreign law ought to be adopted. The proposition to be maintained was, that it necessarily assumed that the recent statute was confined in its operation and effect to the testamentary papers of domiciled Englishmen, such papers being executed in England, because if it should be [illegible], unless attested by two witnesses, it would not be binding in our English courts. Proceeding on such assumption, the proposition maintains that the law shall be so applied according to the place where the testamentary paper was executed. If the first part of the proposition was correct, it was obvious there would be no occasion to resort to foreign laws at all, for, according to the universal practice prior to the passing of the recent statute, all testamentary papers were valid and admitted, and if this statute did not attend to such papers made abroad, why should not the old law prevail with respect to them? If the statute did not apply, this paper would be entitled to probate. The whole of the case resolved itself into this, whether the statute can be held applicable to testamentary papers made out of England? The question only arose on the assumption that the statute did not apply to testamentary papers executed abroad, and if the paper was prior to the statute, but valid by the law of the country in which it was written, it would be valid here. It was sufficient to add that there was no instance in which the foreign law had been resorted to as a guide to the decision whether testamentary papers of domiciled Englishmen should be valid or not. The state of our law before the statute rendered the occurrence very improbable. It was difficult to discover how the laws of other nations should form any sufficient ground for the introduction of a new rule as regarded the testamentary acts of domiciled Englishmen. They were now brought to the construction of the statute. The 9th section enacted, that no will should be valid unless it should be signed in writing by the testator at the foot or end, in the presence of two or more witnesses, who should be present at the same time, and such witnesses should attest and sign the will in the presence of the testator. Now these words were general, and did not of themselves import any exception; but it might be that exceptions might be ingrafted upon them, if it could be shewn from the consideration of the whole statute that the statute was not entitled to apply to such excepted cases. The alleged exception was that the statute did not extend to testamentary papers of domiciled Englishmen made out of England. It must be admitted that there were no words in the statute to apply to such an exception. If the validity of a codicil was to be governed by the foreign law, so must the revocation of a will, and then a will made in England might be revoked by an unattested paper made abroad. Serious results would follow; a testamentary paper not valid by the law of this country might revoke a will that was valid. The exception would not only produce this consequence, but would militate against the principle that a man was supposed to know the law of his own country, but not of the foreign country in which he might be living. The great object of the statute would be defeated, the object being the introduction of English testamentary law, founded upon fixed and positive rules. It was no answer to state that the statute did not extend to the testamentary papers of foreigners or Englishmen domiciled abroad. From the reasons now stated, the testamentary papers alluded to were subject to the provisions of this statute. As to the question whether the scrip dated Oct. 28, 1838, was rendered operative by the codicil of April, 1839, the words of the latter were, "This is a further codicil to the will and codicils of me," then it went on to state that in former codicils he had made certain bequests, "I hereby ratify and confirm my will and codicil, except as before excepted, in every other respect." The words relied upon in the Milan scrip were these "I hereby ratify and confirm my wills and codicils except as before excepted." The legal meaning and effect of these words must be ascertained from the whole, and in obedience to the acknowledged rules of interpretation. There were two modes of fixing a meaning to words used in an instrument—first, by taking the common acceptation; and, secondly, from the context of the whole. If the first mode of interpretation was to prevail, then on the 26th of April, 1839, the word "codicil" could only mean a testamentary paper which required the death of the testator to give it testamentary effect, or a testamentary paper [illegible] [illegible] to shew [illegible] particular [illegible] ought to be attended to; and it was difficult to find in the paper of 1839 any expression that could [illegible] Court to break in upon this [illegible] he would proceed to consider what would be the [illegible] and consequence of adopting the other mode of construction. If the word "codicil" was divested of its strict legal meaning, the next inquiry would be, why should it be restricted to a paper written and signed by the deceased? In common parlance, men were accustomed to call every paper subsidiary to the will a codicil. By the law as it existed before the statute, every paper, no matter in what state, whether written by the testator or not, was established. If the present legal meaning of the word "codicil" was departed from, why take a less extensive meaning than that which the old law gave? And then the testamentary paper of 1839 would make all others valid, whether signed or not. There was, however, another and most important rule of construction, viz. that the words of the will should be interpreted according to strict sense, although it might be against some popular interpretation and against the apparent intention of the party. To apply this doctrine to the present case, the strict sense of the word codicil was a testamentary instrument which would *per se* become valid immediately upon the death of the testator. There were codicils prior to 1839 duly executed; therefore, according to the rule of construction taken, however capable the words might be of other or popular constructions, the strict sense must be adhered to; and if the strict sense was attached to the word codicil, the codicil of 1839 would not render operative the Milan scrip. It was not necessary to rest their judgment on this ground, but he would proceed to consider the question which had been most argued. Assuming that the Milan paper might be included under the term "codicil," the question was now, whether the Milan scrip was rendered valid by the legally executed codicil of 1839. What was the proper meaning of the words "rendered valid?" Before the passing of the recent statute, it was common for the parties to render a codicil operative from the date of the will. If there had been an unexecuted paper, and another had been subsequently made, admitted to be a regularly executed codicil, referring expressly to a paper not previously duly executed, this was not a republication, but an incorporation of an unexecuted document. A man could not devise land by an unattested document, but it was permitted to a testator to render operative part of his will by reference to a codicil, because it being duly attested, the security intended by the statute would not be interfered with. Certainty and identification were the grand essence. So far as he could discover, there had been no express reference to a paper in writing described with certainty. The doctrine laid down was, that where the words of a testator referred to any paper already written and so described, there could be no doubt of it that would be sufficient. From this document it does not appear that there is any identification. Lord Eldon had said the rule was, that where an instrument was properly executed, in order to incorporate with it an instrument not properly executed, the description must be so manifest that the Court could not be in error. The question then was, whether the Milan scrip, being on a separate paper, distinct from the codicil of 1839, was incorporated as part of the codicil of 1839, for a republication it could not be. He would then examine the words of the codicil of 1839. There was no express reference to the Milan scrip by name; the words relied upon were, "I ratify and confirm my said will and codicil." If such words were sufficient, then a general description would suffice, without an express reference. What would be the consequence? Firstly, instead of attaching to the word codicil its strict sense, a merely popular acceptation would suffice; secondly, in a popular acceptation any paper of a testamentary kind, signed or unsigned, might be made valid; thirdly, it might interfere with the wish of a testator, as he might intend to refer to some, and not to others; and, fourthly, if general reference would do, why should not a testator write as many codicils as he pleased after the incorporated codicil, and defeat the provisions of the statute? What the statute requires is signature and attestation, without which the paper cannot be proved, otherwise, property might be devised without the attestation of witnesses at all. It is possible (said the learned doctor) that the intention of the testator may be defeated in the present instance; but we sit here, not to try what the testator intended, but what testamentary instruments he has made; and we must not be induced by any consideration of hardship to relax the intention of the statute. Being of opinion that all the facts stated in the affidavits would not, if proved, entitle the Milan scrip to probate, we must affirm the decree of the Judge of the Prerogative Court. With respect to the costs, considering the very peculiar circumstances of this case, we shall advise that the costs of the application in this court be paid out of the estate; but we must add, that in other cases such will not be repeated, save under circumstances equally peculiar.

Equity Courts.

LORD CHANCELLOR'S COURT.

Saturday, March 16.

Re THOMAS, a Lunatic.

Practice in lunacy—Colonial property.

The lunatic's property is in the island of Barbadoes, and the committee of the estate presented a petition for leave to take means from time to time to discover and get in the income. *Ordered.*

Saturday, March 30.

Ex parte ANDREWS, *re* CLEMENTS and ANOTHER.

Taxation of costs—Construction of Attorneys and Solicitors Act.

Where a solicitor refuses to procure the execution of a deed until his bill of costs is paid, and the party interested in the deed pays the bill under protest, that might constitute such a special circumstance as, under the 6 & 7 Vict. c. 73, would entitle the party to a subsequent order for taxation: and it seems to be unnecessary in such a case of compelled payment to specify in the petition the items objected to. But where the affidavit in support of the petition specified certain items as forming the ground for a taxation which the affidavits in reply explained, the application was refused.

A petition was presented by Mrs. Andrews, praying that the bill of costs of Clement and Newman might be taxed under the late Act. The trustee of Mrs. Andrews' settlement had desired to be discharged from the trusts of the settlement, and new trustees had been appointed, and a release and indemnity given to the retiring trustee. The respondents were that trustee's solicitors, and they refused to permit their client to execute the deed until their bill of costs had been paid. The petitioner's solicitor objected to that bill as extravagant, but paid it under protest.

The affidavits in support of the petition referred, as instances of the exorbitant charges, to an item of 12*l*. 12*s*. paid to counsel for opinions and for settling the drafts of the conveyances; another of 3*l*. 10*s*. 11*d*. for an office copy of the settlement; and 5*l*. 5*s*. in one sum for general attendances. The affidavits in reply stated circumstances shewing that the charges complained of were reasonable and properly incurred. The total amount of the bill was 71*l*. and was proved to have been delivered to the petitioner's solicitor on the 16th of September, and it was paid on the 7th of October.

Allnutt supported the petition, and contended that the compulsory payment of the bill by the refusal of the respondents to procure the execution of the deeds by their client before their costs had been paid constituted a special circumstance within the meaning of the 38th and 41st sections of the Act.

Bayshawe contended that was not a special circumstance.

The LORD CHANCELLOR.—I think this is a special circumstance.

Bagshawe.—The petition does not specify the items objected to. *Re Downes* (5 Beavan's Reports, 525).

The LORD CHANCELLOR.—The words of the Act are very extensive. Has there been any decision that a party cannot tax a bill after it has been paid, upon shewing special circumstances, unless the specific items complained of are pointed out in the petition?

Bagshawe.—*Massie* v. *Drake* (4 Beavan's Reports, 433).

The LORD CHANCELLOR.—That was a case of voluntary, not of forced payment.

Bagshawe.—The affidavits in answer completely answer the petitioner's objections.

Allnutt, in reply.

The LORD CHANCELLOR.—If the petitioner had relied on the special circumstances only, I should have been disposed to make the order; but she has thought proper to state what she considers to be objectionable items, and every such item is sufficiently and satisfactorily explained. She has brought forward the most objectionable items in the account, and they turn out not to be at all objectionable. I therefore think there is no ground for the application.

Petition dismissed with costs.

Saturday, May 4.

MAITLAND *v.* ROGERS.

Original motion to discharge a prisoner—Practice—Contempt for not answering—Person becoming a pauper during imprisonment.

A defendant in contempt for not answering, and who has been brought up under the 5th rule of 1 Wm. 4, c. 36, but is not then able to make the oath of poverty, so as to have counsel assigned to him under the 6th rule, but who afterwards becomes a pauper from a vesting order having been obtained against him under the Insolvent Debtors' Act, may at any time apply to the Court to have counsel assigned to him by reason of his poverty; and where there has been an order obtained under the 12th rule, that he shall not be discharged without an answer, he shall not plead his poverty as a ground for not answering, when he may have the means of doing so by applying to the Court.

Anderdon moved to discharge the defendant, who was a prisoner for contempt in not putting in his answer.

Rasch objected that the order made by the Vice-Chancellor of England upon a similar application made to him, should have been drawn up, and then the motion here ought to have been to discharge that order.

The LORD CHANCELLOR.—Might he not come here and make this as an original application? But, in fact, the order has been drawn up, and it is simply that the Court "makes no order" on the defendant's application.

Anderdon.—The defendant had been in prison since June 1843, for contempt, in not answering the bill. The 5th rule of the 1 Wm. 4, c. 36, requires the defendant in custody for contempt in not answering to be brought to the bar of the court within thirty days from the time of his being actually in custody; and, by the 6th rule, if the defendant is unable by reason of poverty to put in an answer, he will, on being brought up, have counsel and solicitor assigned to him to put in his answer *in formâ pauperis*; when, having done such acts as the Court may direct, he is to be discharged. Here the plaintiff complied with the 5th rule, and brought up the defendant on the 15th of June, which was within thirty days after his arrest. But the defendant could not then make the oath of poverty to bring himself within the 6th rule. By the 11th rule, the plaintiff may put in an answer for the defendant, but by the 12th rule, the defendant may be directed to remain in custody until he shall answer, or until further order. By the 13th order, if the plaintiff shall not take the bill *pro confesso*, the defendant is entitled to his discharge. The plaintiff had not put in an answer for the defendant under the 11th rule, or taken the bill *pro confesso* under the 13th rule, having obtained a previous order under the 12th rule, that the defendant should not be discharged until he had put in his answers. The bill was against the defendant, who had been the plaintiff's partner, for an account. While in prison the defendant was detained in execution on a judgment obtained by the plaintiff on a promissory note, but the plaintiff having obtained a vesting order against the defendant under the Insolvent Debtors' Act, his property vested in the provisional assignee. The defendant filed his schedule, and delivered up 177*l.* which formed the whole of his property. The defendant was then a pauper and unable to put in an answer. He was also liable to be examined in the Insolvent Court touching the partnership transactions, and remanded to prison if his answers were unsatisfactory. The defendant complained that the order obtained under the 12th rule for detaining him in custody until he had answered, was irregular, as having been obtained *ex parte*, and without notice to the defendant; and that, under the 13th rule, he was entitled to be discharged because the plaintiff had not taken the bill *pro confesso*. The time for doing so expired on the 19th of September, and the plaintiff could not then take the bill *pro confesso*. (*Needham* v. *Needham*; *Oldfield* v. *Cobbett*.) The plaintiff had been appointed assignee by the Insolvent Debtors' Court.

Rasch.—The order for detaining the defendant in custody until he should answer the bill was obtained upon the plaintiff's affidavit.

The LORD CHANCELLOR.—Does not the clause which enables the Court to assign counsel apply whenever the defendant is brought up? The man does not choose to answer, and the Court thinks an answer necessary. He has now become poor, and unable to pay the expense of putting in an answer, then why should not the clause be applied? I think it will apply. It is absolutely necessary that he should not be discharged until he has answered, and he shall not plead his poverty to prevent his putting in an answer. The Court thinks an answer is requisite, and therefore it will not do to take the bill *pro confesso*. The defendant may get the means of answering; and if he avail himself of those means by application to the Court, there is no reason why he should not be detained in custody.

Wednesday, May 8.

HERRING *v.* CLOBERRY.

Contempt for non-payment of costs—Party in contempt cannot make any application to the Court.

Wakefield, for the plaintiff, moved to restrain the defendant, who was in possession of the estate which forms the subject-matter of this suit, from cutting timber pending an appeal to the House of Lords.

Cooper and *Hare* objected to the plaintiff being heard, he being in contempt for non-payment of costs, amounting to upwards of 800*l.*; such a person is not entitled to indulgence. A party while in contempt can only apply, 1st, for the purpose of getting rid of his contempt; 2nd, to take any necessary steps for an appeal. (1 Daniell's Chancery Practice, 655, 656; *Bellchambers* v. *Worthy*, 3 Maddock, Rep. 350; *Lord Wenman* v. *Osbaldiston*, 2 Brown, Parliamentary Cases, 276.)

The LORD CHANCELLOR.—A motion is not an indulgence, it is no favour; it is applying to the Court for something to which the party is entitled on making a proper case. But the general rule is, that a party cannot make a motion when in contempt for non-payment of costs; and it is important to adhere to that rule.

Motion refused.

Wednesday, June 12.

Re TONBRIDGE SCHOOL.

Educational charity—Alteration in scheme.

The Skinners' Company presented a petition to procure some alteration in the scheme for the regulation of this school, which had been sanctioned by Lord Eldon. By that scheme the school was to have a considerable number of exhibitions to the University; and it provided that the boys of the school should be divided into two classes; the first composed of boys whose parents were residents in the town of Tonbridge, or within ten miles of it; and the second class consisted of strangers. In the distribution of exhibitions, the boys of the first class were always to have a preference. To be qualified for the first class, the boys must have been at the school five years, and their parents must be resident; and, since the scheme had been in operation, some doubts had arisen whether it would not be in the power of the boys of the second class to defeat the rule which gave a preference to boys of the first class. Thus it was supposed that it would be in the power of the parents of the boys of the second class to become resident within the district of ten miles during the last of these five years, and so enable strangers to share the benefits of the exhibitions, contrary to the intentions of the founders. Certain alterations had been framed to meet this case, and guard against the admission of boys of the second class into the first class; and such alterations were now submitted to the Court for its sanction.

Lloyd, in support of the petition.

Wray, for the Attorney-General, consented to the alteration proposed to secure the preference to the children of the inhabitants of Tonbridge, but suggested that the rule requiring the boys to have been five years at the school should be modified. Lord Eldon's scheme was intended to benefit the whole kingdom. Now, if a boy had been at Harrow or Eton, and should be afterwards sent to Tonbridge, he might become eligible in less than the prescribed period of five years.

The LORD CHANCELLOR.—I approve of the alteration proposed for the purpose of securing the privileges of the boys of the first class, and also of the rule requiring five years' education at the school. Were it otherwise, a boy at Eton, or some other school, might ascertain the state of the claims to the exhibition, and then enter himself at Tonbridge to take advantage of them. For the sake of the school, therefore, I feel bound to make no alteration on the point of the five years. It was something like the rule against changes on circuits, which would give undue advantages to men high in their profession.

Saturday, June 1[illegible].

Re ———, *a Lunatic.*

Practice in lunacy—Taking accounts—Numerous next of kin.

Renshaw supported a petition that the accounts might be taken in the presence of some of the next of kin. There were twenty next of kin, and some of them were out of the jurisdiction of the court.

Ordered.

Re POPHAM, *a Lunatic.*

Allowances in lunacy.

Jas. Parker supported a petition that 500*l.* should be allowed for the purchase of a new carriage and horses for the use of the lunatic. The lunatic had an income of 13,000*l.* a year, and he had hitherto lived at the family mansion, but it was found by his medical attendants advisable to remove him; and the petition, therefore, prayed that a part of the establishment at the mansion might be kept up, and that certain charitable contributions, amounting on an average to about 250*l.* a year, which had been long made by the family, should be continued.

Ordered as prayed.

Re BARNES, *a Lunatic.*

Completing a purchase by means of sale or mortgage of other property.

The committee of the estate presented a petition, praying that a contract for a purchase which had been made before the lunacy might be completed, and that the funds necessary for that purpose might be raised by the sale of certain shares and by a mortgage of the real estate.

Ordered.

Re GARDEN, *a Lunatic.*

Effect of proving a will made by a lunatic after he had been so found.

Stinton again mentioned this petition, which was presented by the widow and executrix of the deceased lunatic, and prayed that a fund of 2,800*l.* in court might be paid to her as executrix.

It appeared that on the 12th of October, 18[illegible], the jury found that the deceased had been a lunatic from the 21st of June, 1831. The deceased had made three wills, one dated the 26th of October, 1830, the other the 21st of July, and the third on the 9th of July, 1831. The last will, which was dated subsequently to the lunacy as found by the jury, had been proved. Affidavits had now been filed to explain the circumstances.

By the first will the wife was given an annuity of 100*l.* for her life or widowhood, but on her second marriage that was to be reduced to 50*l.* The second will was in the same terms. By the third will the widow had a life interest in the whole of the deceased's property, which was afterwards to be distributed amongst the children. The fund in court was the only property, except furniture. It was now asked that the fund should be transferred into the names of trustees for the children, the income only to be payable to the widow.

The LORD CHANCELLOR.—Let the property be conveyed to trustees upon the trusts of the will; the dividends to be paid to the widow for her life. The costs will come out of the corpus of the fund.

Re MITCHIN, *a Lunatic.*

Payment into court—Reducing security by committee of estate.

The father of the lunatic, who had been appointed committee of his estate, but had not yet completed his securities, prayed that a sum of 1,000*l.* which was in a country bank, might be at once paid by the bankers into court, and not through himself, the committee. This would reduce the amount for which he would have to give security.

Ordered.

BARNSLEY CANAL COMPANY *v.* T[illegible].

Construction of Local Act—Compulsory purchase of mineral property.

The facts of this case have been before stated, as well as the intimation of opinion made by his lordship upon the opening of the case.

Tinney and *Daniell* were heard at great length on several days; the importance to the company of the reversal of the Master of the Rolls' decision being such, that they stated its effect would be to render them liable to pay [illegible],000*l.* a mile for sixteen miles.

Wakefield and *Glasse*, in support of the Master of the Rolls' order, dissolving the injunction, were not called on.

The LORD CHANCELLOR.—The [illegible] clause of the Act, which had been relied on, did not apply to the minerals. The land is sold, under the Act, to the canal company, reserving the mines, only the mines are not to be so worked as to injure the canal. The minerals, therefore, were not purchased by the Company. If the mines are being worked so as to be in danger of injuring the canal, the company may then purchase the minerals, and the amount of the purchase-money is to be settled by a jury. Then it is the company have to treat. Of what are they to treat? Why, for the purchase of so much of the minerals as shall be thought proper to be left for security of the canal; and then those working the mines

are to be restrained within fixed limits. Who is to fix the limit? Why, a jury. Here, that does not arise, because the parties have agreed as to the quantity of coal to be left. Then suppose I should be of opinion that the defendant is entitled to something, could I grant the injunction? Fourteen years ago the owner of the coal let it to Mr. Twyball; then he treats with the company, and agrees to accept a certain sum. The Act gives the company no right of pre-emption, but directs them to make satisfaction to those interested in the minerals for being restrained from working the mine. It is a private right interfered with by a company.

Motion refused, with costs.

Wednesday, June 26.

BOOTH *v.* CRESWICKE.

Omission in decree—Varying minutes—Practice

Where a decree has not been drawn up, and omissions are alleged in the judgment, the parties will be allowed to bring the omitted points before the Court by a petition.

In accordance with the suggestion made by his lordship on a previous occasion, the plaintiff had presented a petition to bring before the Court the special matter in respect of which he alleged the decree to be defective. The defendant Creswicke had obtained a rehearing of the cause upon special condition that the plaintiff should be placed in the same situation as to costs as if the defendant had appeared on the decree *nisi* for a foreclosure, and then obtained a rehearing. The plaintiff, by his petition, alleged that no provision was made in the decree for costs, which had been omitt d to be ordered to be paid prior to redemption.

First, there having been a bill filed against Henry Creswicke, the owner of the estate, by Jones, his mortgagee, there was a surplus paid into court to the credit of that cause and the present, and various costs had been incurred by the plaintiff in applications to procure payment to himself. Then there were the further costs in this suit before the Master; the costs in a suit of *James* v. *Creswicke*, which was a suit to impeach the defendant's title, and was dismissed with costs, but the plaintiff James was unable to pay them; and the costs of a suit which had been instituted at the Rolls by the defendant to impeach the the plaintiff's securities.

Wakefield and *Beales* contended that the mortgagee was entitled to all the costs of defending his mortgagor's title, however attacked; and they cited *Lacon* v. *Mertins* (3 Atkyns' Reports, 4); *Godfrey* v. *Watson* (3 Atkyns, 518); *Hunt* v. *Fownes* (9 Vesey's Reports, 70).

Stuart and *Parry*, for the defendant Creswicke.—The conditions on which the rehearing was permitted were, that the defendant should pay certain costs, and such further costs as might be directed on the rehearing. The costs specified had been paid, and no other costs had been mentioned in the judgment. The minutes of the registrar are therefore right.

Wakefield, in reply.

The LORD CHANCELLOR.—I consider this decree to be in precisely the same situation as if it was now pronounced on the rehearing. I vary the Vice-Chancellor's decree in two particulars, and in those only there was no other question before me. I think the plaintiff is entitled to the same direction, in respect of these costs he would have had at the hearing. But it was never presented to my consideration that there was any question as to costs. The way in which the question was argued was as to the validity of the decree, but nothing was discussed or said as to costs. I am to consider whether the Master will allow these costs as a matter of course; if not, I am further to consider whether I ought to give any special directions with respect to them. It was open to the parties to argue as to the costs. I only consider the merits of the decree, not any point as to costs. I will read the papers and give my judgment as to these costs.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Friday, May 24.

SMITH *v.* SMALL and OTHERS.

Demurrer for want of equity—Registry of ships under 3 & 4 Wm. 4, c. 55—Conclusive ownership—Whether, in proceeding in equity against a party in respect of ownership of a British-built vessel, the registry must not be stated on the bill.

The plaintiffs, T. S. and W. S., were the builders and owners of two ships engaged in the East-India trade.

The defendants were the members of a certain firm in London, as East-India merchants, and acted as English agents for another firm, residing at Calcutta; the last-mentioned firm acting also as their agents in the East Indies: both these firms purchased shares in the two ships, one called the "Robert Small," and the other the "Plantagenet;" and, being equally entitled in the shares of the two ships, the shares of the "Robert Small" were transferred to the defendants in trust for the two firms equally, and the shares of the "Plantagenet" were transferred to G. C. the younger, another defendant, in trust also for the two firms equally.

The plaintiffs, T. S., and W. S., were the managing partners in sailing and employing the two ships in the East-India trade, and made large profits by the freights and purchases on behalf of ships, which were divided among the partners interested in the shares, the portion belonging to the firm at Calcutta being paid to the defendants, as their agents, along with their own portions, who duly accounted for the same to the Calcutta firm.

The Calcutta firm acted as the agents of the two ships at Calcutta, and the plaintiffs remitted to them from time to time the disbursements of the ships at Calcutta; but, after a time, the plaintiffs, seeing some reason to distrust the credit of the Calcutta firm, hesitated to remit the sums necessary for the disbursements of the ships at Calcutta, and stated their suspicions to one or two of the partners of the London firm, but they received such an answer as allayed their apprehensions, although it appears that at the time the London firm knew that they at Calcutta were insolvent.

In adjusting the accounts after the ships had completed the voyages in which they were engaged, it appeared that about 700l., arising from the interest of the Calcutta firm, remained in the hands of the plaintiffs.

On the 6th September, 1841, the Calcutta firm were declared bankrupt, and it appeared that the sums remitted to them by the plaintiffs were not applied to the use of the ships, and the plaintiffs claimed to be entitled to set off the profits of the voyages against the sums so remitted, and the other sums due from the plaintiffs to the Calcutta firm.

The plaintiffs were all along induced to give credit to the Calcutta firm under the impression that the last-mentioned firm had a lien on their portions of the proceeds of such voyages, but defendants, on the 25th March last, commenced two actions against the plaintiffs in respect of the shares of the Calcutta firm, upon the ground that they had not any interest in the ships, but that they, the defendants, as registered owners of the shares of the Calcutta firm, were respectively entitled to and solely interested in the gains and profits of the voyages of the two ships.

The bill was, therefore, filed for the purpose of establishing a set-off and for an account; also for an injunction against the defendants in respect of the actions at law.

To this bill the defendants put in a demurrer—1st, on the representation of credit as being cognizable at law only. 2nd, on the ground that the Calcutta firm were not registered owners, assuming the vessels to be British-built ships.

The demurrer overruled, on the ground that there was nothing in the bill which led to the inference that the vessels were British-built ships.

The bill was filed against six defendants, five of whom were represented as copartners in the East-India trade, residing in England, and the remaining sixth as the assignee of another firm out of the jurisdiction.

It appears that the plaintiffs, Thomas Smith and William Smith, were the builders, and for some time the owners, of two ships called the *Plantagenet* and *Robert Small*, which had for some years past been engaged in the East-India trade.

The defendants, Robert Small, Gideon Colquhoun, Jas. Bonar, William S. Boyd, and Gideon Colquhoun, the younger, for some years carried on the business in the city of London, as East-India merchants in partnership together, under the style of Messrs. Small, Colquhoun, and Co.

For some time prior to, and up to the month of September, 1841, certain persons carried on business at Calcutta as copartners, under the style of Messrs. Boyd and Co. for whom Messrs. Small, Colquhoun, and Co. acted as agents in England; Messrs. Boyd and Co. acting at the same time as their agents in the East Indies. Both these firms being desirous of having shares in the above-mentioned ships, purchased of the plaintiffs twenty 64ths of the *Robert Small*, and eight 64ths of the *Plantagenet*. The two firms being equally interested in the shares of the two ships, the twenty 64ths of the ship *Robert Small* were transferred to the defendants, in trust for the two firms, equally, and the eight 64ths of the ship *Plantagenet* were transferred to Gideon Colquhoun, the younger, in trust also for the two firms equally.

After this transaction, the two ships continued in the East-India trade, and were sailed and employed for the benefit of the plaintiffs and the two firms, according to the respective shares and interests therein, and the plaintiffs were the managing partners in sailing and employing the two ships; they also obtained freights, and purchased merchandize, and made shipments on account of such ships, and large sums of money were made by such freights and purchases, which sums were divided among the parties interested in the shares of the ships, the portions belonging to Messrs. Boyd and Co. being paid to their agents in England along with their own portions, and their agents, Messrs. Small, Colquhoun, and Co. duly accounting for the same to Messrs. Boyd and Co.

Messrs. Boyd and Co. acted as the agents of the two ships at Calcutta, the plaintiffs being in the habit of remitting them the disbursements of the ships at Calcutta, and in the month of September, 1841, these ships were engaged in voyages to the East Indies; and it was during certain of these adventures that the plaintiffs, seeing some reason to distrust the credit of Messrs. Boyd and Co. hesitated about remitting to them the sums necessary for the disbursements of the ships at Calcutta, and on the 6th of September, 1841, the plaintiff, Thomas Smith, called at the place of business of Messrs. Small, Colquhoun, and Co. and saw the defendants Robert Small and James Bonar, to whom he mentioned his distrust of Messrs. Boyd and Co. but received such an answer from the defendant Small as for the present allayed all his apprehensions, and, relying upon the representations so made to him, soon after remitted to Messrs. Boyd and Co. about 700l. for the use of the two ships on those voyages, and also allowed other moneys belonging to the plaintiffs to be received by and remain in the hands of Messrs. Boyd and Co.

The plaintiffs having, some time in October, 1841, written a letter to Messrs. Small, Colquhoun, and Co. received from them a letter in reply, as follows:—

"London, 1st Nov. 1841.

"Dear Sirs,—We are favoured with yours of the 30th ultimo, inclosing a cheque for 10l. 9s. 6d. premium of insurance on iron per *Robert Small*. You ask our opinion as to the limits you should give Messrs. Boyd and Co. for sugar, saltpetre, and rice, as dead weight for the *Robert Small*, should the lowness of the freights render it advisable to ship on owners' account; also as to the article of jute for light freight. We annex you our broker's ideas of safe limits for the produce you name, and have merely to suggest that you should give our Calcutta friends a certain discretion to act according to circumstances, Messrs. Boyd and Co. *being equally with ourselves interested in the success of the voyage.*—We remain, dear Sirs, yours faithfully,

"SMALL, COLQUHOUN, and Co.

"Messrs. T. and W. Smith, Newcastle-upon-Tyne."

The Calcutta friends alluded to in this letter were Messrs. Boyd and Co.

The ships some time ago completed the voyages in which they were engaged, and the plaintiffs had duly paid to the defendants their gains and earnings of the two ships according to their interests in them respectively, and, in adjusting the accounts of the voyages, there appeared to be a sum of about 700l. arising from the share and interest of Messrs. Boyd and Co. in the voyages remaining in the hands of the plaintiffs.

On the 6th Sept. 1841, Messrs. Boyd and Co. were insolvent, and soon after stopped payment, and were declared bankrupts in the East Indies, and the sum so remitted by the plaintiffs was not applied to the use of the ships; and the profits of their respective voyages were barely sufficient to repay the plaintiffs what they had remitted to Messrs. Boyd and Co. and the other sums due from them to the plaintiffs, and the plaintiffs claimed to be entitled to set off the profits of the voyages against the sum so remitted, and the other sums due from the plaintiffs to Messrs. Boyd and Co.

Upon the bankruptcy of Messrs. Boyd and Co. Messrs. Small, Colquhoun, and Co. ceased to act as their agents in England, and had no longer any authority to receive the earnings and profits of their shares in the ships.

In employing Messrs. Boyd and Co. as agents of the ships, and in remitting them money, and allowing moneys to be received by them or remain in their hands, the plaintiffs always relied upon the fact that Messrs. Boyd and Co. had an interest in the voyages, and upon the faith of their having a lien on their portions of the proceeds of such voyages, the plaintiffs were induced to trust and give credit to them; but the defendants, on the 25th of March last, commenced two actions in the Queen's Bench against the plaintiffs, to recover the sum retained by them in respect of the shares and interests of Messrs. Boyd and Co. in the voyages of the ships, one of the actions being, in the name of the defendants, to recover the sum of 548l. 11s. 1d. and the other being, in the name of Gideon Colquhoun, the younger, to recover the sum of 266l. 15s. 9d.; upon the ground that Messrs. Boyd and Co. had no interest in the two ships, but that they, the defendants, as registered owners of the shares of Messrs. Boyd and Co. of the ship *Robert Small*, and Gideon Colquhoun, the younger, as the registered owner of the shares of Messrs. Boyd and Co. of the ship *Plantagenet*, were respectively entitled to and solely interested in the gains and profits of the voyages of the two ships, and, therefore, as such, entitled to recover from the plaintiffs the sums demanded in the actions.

The bill charged, among other things, that Messrs. Boyd and Co. had always been interested in the voyages of the two ships, according to their shares, and that they had always received 10-64ths of the earnings of the ship *Robert Small*, and 4-64ths of the earnings of the ship *Plantagenet*, and that Gideon Colquhoun the younger had never paid for the 8-64th shares of the ship *Plantagenet*, and that such

shares were paid for equally by the firms of Small, Colquhoun, and Co. and Boyd and Co. and that Gideon Colquhoun the younger was a trustee of such shares for the two firms, and that he never, except as a member of the firm of Small, Colquhoun, and Co. took any part in the management of the ship *Plantagenet*, and never received any earnings or profits of such ships. The bill also charged, that on the 6th of September, 1841, when the firm of Boyd and Co. became insolvent, they were indebted to the firm of Small, Colquhoun, and Co. in upwards of twenty lacs of rupees, or 200,000*l.* and the defendants Small and Bonar, were at the time aware of the circumstance, and sent one Mr. Beeby as their agent to India, to look after Messrs. Boyd and Co. with full powers to compel them to stop payment and wind up their affairs, which agent accordingly issued a writ against that firm in India, and compelled them to become bankrupts, and they have paid only a small dividend, without any prospect of paying a further one.

It appeared, moreover, that in a trial before the Supreme Court at Calcutta, last November, in which the assignees of Boyd and Co. were plaintiffs, the defendant Wm. Smith Boyd, being examined as a witness, swore that on the 6th of September, 1841, Messrs. Small, Colquhoun, and Co. thought the affairs of Messrs. Boyd and Co. not in a proper state, and that they were indebted to the defendants to the extent of twenty lacs of rupees, and that the defendants had, some months before, ceased to ship goods to them in India.

The plaintiffs, therefore, conceived, that under the circumstances before mentioned, the defendants were bound to make good to them all the loss which they sustained by giving credit to Messrs. Boyd and Co. on the representation made to them on the 6th of September, 1841, and that they, the plaintiffs, were entitled to retain the sum so remitted as before mentioned to Messrs. Boyd and Co. out of any moneys of the defendants, or of Messrs. Boyd and Co. which are now or might come to their hands, filed their bill, praying that the plaintiffs might be declared to be entitled to retain and set off the sums earned or gained by the two ships in respect of the shares and interests of Messrs. Boyd and Co. in the voyages in the year 1841, in payment of the sums so remitted by them to Messrs. Boyd and Co. in the disbursements of the ships, and the other sums due from Messrs. Boyd and Co. to the plaintiffs at the time of their bankruptcy, and for an account (if necessary) of such respective sums, and of the accounts between Messrs. Boyd and Co. and plaintiffs, and for an injunction against the defendants, Robert Small, Gideon Colquhoun, James Bonar, William Smith Boyd, and Gideon Colquhoun, the younger, to restrain them from further prosecuting any other action against the plaintiffs respecting the matters aforesaid, or any of them.

Stuart and *Stevens*, for the demurrer, stated that the bill claimed relief on two grounds, viz. the representation of credit, and the ownership of Boyd and Co. The representation of credit only is the subject of an action at law, and no ground for relief in equity. [The VICE-CHANCELLOR.—Certainly not.] Under the Ship Registry Act, 3 & 4 Wm. 4, c. 55, the registry is conclusive of the ownership, and that Boyd and Co. as equitable owners, had no title to the freight. (*Spell* v. *Lechmere*, 13 Ves. 588; *Thompson* v. *Leake*, 1 Mad. 39.) That freight cannot be separate from the legal ownership, except by written agreement, is clear from *Davenport* v. *Whitmore* (2 My. & Cr. 177).

Bethel and *Bates*, for the plaintiffs.—The question is whether the Court can carry into effect part of the prayer of this bill, viz. to retain the sums gained by the two ships in respect of the interests of Messrs. Boyd and Co. in the voyages in 1841, in payment of the sums so remitted by them to Messrs. Boyd and Co. in the disbursements of the ships. Boyd and Co. were the agents of the London firm, while Small and Co., residing in London, acted as agents for Boyd and Co. living at Calcutta. The bill is filed to take an account of the proceeds arising out of past transactions of which the plaintiffs had the management for the benefit of all parties; therefore the question is, where the form of the bill represents past transactions, the result of which is to shew that the plaintiffs had advanced a sum of money, whether they are not entitled to retain a proportion of the shares. Boyd and Co. became bankrupts on the 6th September, 1841. To our bill a general demurrer was put in for want of equity. Now, observe, you cannot tell who are the registering parties, what were their names, or in what form it was effected, or what contract was entered into; and if so, whether the claims of the parties depended upon the nature of the contract or the construction they chose to put upon it. The simple statement in the bill is, that certain shares in the two ships were transferred to the two firms in England and Calcutta; there is nothing said about their being registered. The whole argument, therefore, on the part of the defendants, proceeds upon a mistaken hypothesis, and the argument derived from the Registry Act falls to the ground. There is nothing to shew that the vessels in question are British-built ships; they might have been built in America or China. Independently of this, the argument has not the slightest connection with the subject of our claim. The allegations in the bill are, that certain voyages were made which produced certain sums of money belonging to certain individuals; that those individuals sent certain sums of money to parties living at Calcutta, who applied it in a certain manner, and who are now called upon to account. We have, therefore, nothing whatever to do with the Registration Act. *Battersby* v. *Smith* (3 Madd. 110) was quoted by defendants. Now, if we were claiming an account of the earnings of a ship in respect of some interest therein, the case would be different. *Davenport* v. *Whitmore* (2 My. & Cr. 177) came before Lord Cottenham, who acted upon the doubt of Lord Eldon. We are dealing only with a sum of money; the bill is, therefore, reduced simply to this, viz.—for account to be taken as between ourselves and Boyd and Co. and the proceeds of their shares, and that the course of dealing of the parties was sufficient to bring the case within the rule laid down by Lord Cottenham in *Davenport* v. *Whitmore*, that the freight and earnings were independent of the legal ownership.

Stuart, in reply.—The question is very short. If a man proceeds against Boyd and Co. he must shew a title in those parties to the property. If, therefore, the title of plaintiffs to set off against Boyd and Co. depends upon any ownership of Boyd and Co. then *Battersby* v. *Smith* is applicable. Boyd and Co. are out of the jurisdiction, but I appear for other defendants. Now, the account prayed by the bill is against Boyd and Co. not against Small, Colquhoun, and Co. Boyd and Co. are owners of the ships, and the plaintiffs claim a set-off. Now, it does not appear that Boyd and Co. are owners of the ship, and their earnings must depend upon ownership. Mr. Bethel says that registration does appear in the whole bill. Now, if the freight of the ships belongs to a registered owner, it ought to appear. My friend, moreover, argues that they do not appear to be British, but, for any thing that is shewn upon the face of the bill, they may have been built in any other quarter of the globe. The plaintiffs, however, who built the ships live at Newcastle. [The VICE CHANCELLOR.—The question is, whether it appears in the bill that they were subject to the Registration Act.] How did the transfer take place? They were transferred, not to the people in India, but to owners in London. Now we must suppose, according to my friend's statement, that the ships were built in Newcastle and sold to some persons in India and England. It does not rest here; for the bill states that we pretend that Boyd and Co. had no interest in the said two ships, and that the defendants, as registered owners of the shares of Messrs. Boyd and Co. of the said ship *Robert Small*, and the said Gideon Colquhoun the younger, as the registered owner of the said shares of the said Messrs. Boyd and Co. of the ship *Plantagenet*, are and is respectively entitled to, and solely interested in, the gains and profits of the said voyages of the two ships, and entitled to recover from plaintiffs the sum demanded in the said actions; but plaintiffs charge the contrary of such pretences to be the fact. Now the plaintiffs ought to assert a clear undoubted right. How have they asserted a legal title in the party from whom they claim? In all cases, the statement on the pleadings must be taken against the pleader. If they meant to say that Boyd and Co. are entitled, they have not stated it. To support the bill, there ought to have been the assertion of a clear legal title in Boyd and Co. But the plaintiffs' argument is, that if the freight has been the subject of an account, it may still go on; they claim an account by reason of an alleged ownership in Boyd and Co. but they have failed to shew a title in them. If the meaning of the bill is that the ships are not within the Registry Acts, then what ground have they to proceed upon? they have no remedy either at law or in equity. And if Boyd and Co. are the legal owners, the plaintiffs' remedy is at law.

Wednesday, May 29.

The VICE-CHANCELLOR stated that he was not at liberty, from the pleadings, to infer from the allegations that the vessels were British-built, so as to bring them within the provisions of the Act of Parliament; that one of the statements in the bill was, that the defendants pretend that Messrs. Boyd and Co. had no interest in the ships, and that the defendants, as registered owners of the shares of Messrs. Boyd and Co. were entitled thereto and solely interested in the gains and profits of the voyages, and entitled to recover from the plaintiffs the sum demanded in the said action; whereas the plaintiffs charge the contrary of such pretences to be the fact. His Honour thought there was nothing in the cases cited in the court that had any application to the Registry Act, and that he must therefore overrule the demurrer.

ROLLS COURT.

Monday, June 24, and Thursday, June 27.

YOUNG v. GUY.

A, having understood from B, his solicitor, that C was willing to lend money, by letter authorizes B to obtain a sum on the security of a mortgage and bond, and subsequently executes a bond and a transfer of mortgage, referred to in the bond to C, to secure a less sum. B, having money of C's in his hands, gives C the bond, and represents to him that he had passed the money to A. C made no inquiry as to B's authority, and B told A that the loan was not to be obtained, and the bond was rescinded. B subsequently absconds, and C, having recovered against A at law, is compelled to refund in equity.

At the death of defendant's father, on the 24th May, 1837, a mortgage debt of 700*l.* was owing to him from one Morecroft, and the defendant, as executor, employed John Rumsey, a solicitor, to get it in, which he accordingly did. Instead of paying it over, however, Rumsey represented to the defendant that he could invest that sum, with 300*l.* more, which h persuaded him to advance, on a mortgage of an estate of Sir William Young, brother of the plaintiff. Much correspondence and negotiation ensued; but, ultimately, nothing was done as to the mortgage. Rumsey, however, put off payment of the money to the defendant, on various pretences, till January 1838, when a proposal was made, and accepted, of lending 300*l.* of the 1,000*l.* to a clerk of Rumsey's, which was accordingly done. The 700*l.* residue, however, still remained unpaid. On the 10th February, 1839, a parcel of title-deeds, which had been promised, were sent as a security by Rumsey to Guy, who was very uneasy about his money. These related to some property of Sir W. Young's called Risborough. The same excuses were resorted to to put off payment, and in this state of things the transaction with the plaintiff commenced. It appeared that in 1835, the plaintiff, the Rev. Henry Tuffnell Young, purchased an estate in Radnage, in Bucks, and being unable to pay the whole of the purchase-money, mortgaged the estate to one Eeles, for the term of 500 years, to secure the sum of 700*l.* advanced by Eeles. Rumsey being the plaintiff's solicitor, informed him, in 1839, that Eeles wanted his money, and on the plaintiff's expressing an intention to sell the estate, proposed getting the money from Guy. The plaintiff assented, and wrote a letter afterwards to Rumsey, proposing to borrow 800*l.* on the security of a mortgage and bond. On the 11th Oct. 1839, the plaintiff, by Rumsey's appointment, called at his office in High Wycombe, and executed a deed of assignment of Eeles's mortgage, and also a joint and several bond with Rumsey, to Guy, who, however, was not present. The bond was conditioned for the payment of 700*l.* and referred to the assignment of mortgage of the same date. This bond Rumsey delivered to Guy, who was then in possession of the Risborough title-deeds, which, however, on the 10th February, 1841, Rumsey prevailed upon him to return, on some pretence. Rumsey, being the solicitor for both parties, continued to pay interest to Guy down to the 11th January, 1841; but the defendant, pressing for his money, received post dated cheques for it, which Rumsey always on some pretence prevailed on him not to present. At last, on the 14th of April, 1841, the defendant did present one of the cheques at Messrs. Praed and Co.'s, and there were no assets. The next day Rumsey absconded; and it then appeared that no money had ever been paid to the plaintiff, and that, soon after the execution of the assignment and bond, Rumsey had written to him to say that Eeles did not want his money, and the bond had been rescinded. Eeles had never been made acquainted with the transactions, and never sought to have his mortgage paid off. On the 22nd April, 1841, a fiat in bankruptcy was issued against Rumsey; and on the 7th June following, an action was brought by the defendant against the plaintiff, upon the bond, in which, on the 21st July, judgment was allowed to go by default, and, on the 29th of the same month, execution was levied thereon. The plaintiff having filed his bill in this court, moved, on the 22nd of the same month of July, for an injunction, which was refused. On the 28th May, 1842, he dismissed that bill, and, on the 29th June following, filed the present bill, having in the mean time had access to the papers of Rumsey, in the hands of his assignees. The bill prayed for a declaration, that the delivery by Rumsey of the bond to the defendant was a fraud, and that the defendant having retained the bond, and having obtained judgment at law, and levied execution thereon, with knowledge of the fraud practised by Rumsey, and without having given any consideration for it to the plaintiff, was a trustee for the plaintiff of the moneys received by him under such execution, and for repayment with interest.

Cases cited: *Vandeleur* v. *Blagrave* (7 Jur. 1003, Rolls); *Todd* v. *Reid* (4 B. & Ald. 210); *Bartlett* v. *Pentland* (10 B. & Cr. 760); *Russell* v. [illegible] (4 B. & Al. 395); *Barber* v. *Greenwood* (2 [illegible] 414, Exch.).

Tinney and *Roundell Palmer*, for the plaintiff.
Turner and *Goodeve*, for the defendant.
Allnutt, for the assignees.

The MASTER of the ROLLS.—This is one of those unfortunate cases in which two innocent persons having a misplaced confidence in the integrity of a third, the question arises, which of them is to suffer by the misconduct of the third party. The case has been fairly conducted on both sides; there is no imputation of fraud on either, and both are innocent; and it is my painful duty to determine who is to be subject to the loss neither has deserved. [His lordship stated at great length the particulars of the case, and commented upon them.] To say that both parties have not unduly trusted Rumsey, would be too much. If the plaintiff had placed a bond in the hands of his solicitor to receive money, and the solicitor did receive it, he would, perhaps, have no reason to quarrel with the transaction; but then that would be the case of a simple money-bond. That, however, is not the case here, for the bond expressly refers to another security, which was intended to be the principal and the bond the collateral security. Therefore the authority to receive money on the bond was only a limited authority, and the defendant was not justified in lending his money, without being satisfied as to Rumsey's authority. But the case is stronger, for the money was not paid to Rumsey at the time; it was an existing debt of the latter to the defendant. The defendant clearly is not entitled to the benefit of the bond; he must refund the sum levied on the execution, and pay interest on the capital sum of 700*l.* from the date of the levy; he must also pay the costs of the suit. The assignees must be dismissed, but without their costs, which they must get as they best may, out of Rumsey's estate.

Saturday, June 29.
CONSTABLE *v.* ROGERS and OTHERS.
Motion ex parte for an injunction.

Turner (*Taylor* with him), for the plaintiff, moved *ex parte* for an injunction to restrain the defendants, Messrs. Rogers (bankers), from parting with some title-deeds, one of which was forged, the attesting witness having been convicted of uttering it. The plaintiff applied to the Central Criminal Court to have the deeds delivered up, but they were, on the 18th of June, ordered to be delivered to Messrs. Rogers, upon their undertaking to hold them for a fortnight. The plaintiff, within the fortnight, filed her bill claiming the estate to which the deeds belonged, and praying that they might not be parted with.

The MASTER of the ROLLS granted the injunction as prayed by the bill.

Monday, July 1.
BLAGRAVE *v.* BLAGRAVE and OTHERS.
Motion ex parte for an injunction to stay waste, &c.

Tripp moved *ex parte* for an injunction to restrain Colonel Blagrave, the tenant for life of certain estates in Berks, Oxfordshire, and Somersetshire, under the will of John Blagrave, dated 1797, from cutting timber, &c. The testator gave his estates to his wife for life, remainder to Sir J. Simeon and John Blagrave in trust to pay debts, with divers remainders over. In 1827, the present tenant for life came into possession, there being also a remainder to his issue under the will, and the first estate of inheritance is now in John Henry Blagrave, Colonel B. having no children, and not being likely to have any, as his wife is fifty years of age. In 1842 the bill was filed to carry into execution the trusts of the will, and for an injunction; but proceedings were suspended for a time to try the effect of negotiations for an arrangement, the Colonel undertaking not to cut timber, &c. in the mean time. These negotiations ceased in May last, and the injunction was now moved for. By the will, timber was to be cut only for repairs, and oak not even for that purpose; also ornamental groves, &c., a certain number of deer, &c. were to be preserved in a park containing ninety-six acres. The bill stated that, before 1842, the Colonel had cut timber, and had not done the repairs; that he had sold 156 ash and elm trees for 190*l.* and some of them had been cut and carried away, and that he threatened to cut more.

Lord LANGDALE granted the motion as prayed.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Tuesday, June 25.
WOODCOCK *v.* MONCKTON.
Post-nuptial settlement—Consideration.

Where, after a marriage, proposals were made by the lady's father for a settlement to be made by him upon the husband and wife and the issue of the marriage, upon the husband's making a similar settlement, and the father accordingly executed the settlement, but the wife having died in the meantime, leaving an infant daughter, the husband refused to execute the settlement; it was held that the father was entitled to be relieved from the covenants contained in the settlement, and to have the instrument delivered up to be cancelled.

In November 1835, a marriage was solemnized at Bengal between Mr. Edward Cradock Monckton and Miss Caroline Woodcock, the plaintiff's daughter. The lady was entitled to the sum of 1,500*l.*, but no settlement was made upon her marriage. It was proposed by the plaintiff to the uncle of the husband, that he (the plaintiff) would settle such a sum as, with the 1,500*l.*, would make up the sum of 7,000*l.*, provided the husband should settle or secure a similar sum, and enter into further arrangements for settling the family estate in case it should devolve upon him. The uncle agreed to these arrangements, which it was also alleged the husband had, by letter, consented to. A settlement was accordingly prepared, whereby the plaintiff covenanted that he, in his lifetime, or his executors or administrators, within six months after his decease, would pay to certain trustees the sum of 5,500*l.*, to be held upon trusts for the benefit of the husband and wife and the issue of the marriage, and similar trusts were declared of the 1,500*l.* belonging to the wife.

The settlement, which also contained provisions on behalf of the husband similar to those proposed, was executed by the plaintiff, and forwarded to India for execution by the husband. Before its arrival, the wife died, leaving an infant daughter surviving her. The husband refused to acknowledge the agreement, or to execute the settlement. This bill was accordingly filed, praying a declaration that the settlement was inoperative and void against the plaintiff, and that it might be delivered up to be cancelled. On behalf of the infant, it was contended that the settlement was binding.

Swanston, Koe, Wigram, Parry, Craig, Kennion, and *Paton*, for the various parties.

The VICE-CHANCELLOR said, that the question was, whether in equity the plaintiff was bound by this instrument, or whether equity would interfere to relieve him from it. The terms of the covenant were such that a suit could not be maintained upon it against the plaintiff during his life. It would, however, be monstrous that he should remain for life under this cloud. His opinion was, that the intention to be collected from the whole instrument was, that the plaintiff was not to be bound unless Mr. E. C. Monckton was also bound. It had not been contended that the latter *was* bound; and he did not think it was material, and he did not decide whether the instrument was a deed or an escrow, or whether, on the decease of the plaintiff, an action would lie on the covenant; but he did declare that Mr. E. C. Monkton not being bound to execute, and having declined or refused to execute, the plaintiff was not bound in equity by his covenant. The instrument must, therefore, be impounded.

HAMMOND *v.* MAULE.
Vested interest—Minority.

A testator bequeathed a sum of money to a trustee upon trust, to invest and to pay the interest to A. B. during her life, and, after her decease, to transfer the fund to her daughter if she should then have attained the age of 21 years; and if she should not then have attained that age, then upon trust to apply the interest for her maintenance during her minority, and upon her attaining the age of 21 years, to transfer the fund to her. The daughter died in the lifetime of her mother, and under 21. Held, that it was an interest vested in her.

Mr. John Bradburn, by will, dated in 1809, gave to the Rev. Henry Hammond the sum of 1,000*l.* upon trust, to invest the same, and to pay the interest and dividends thereof to Sarah Guett for her life, and, after her decease, the testator directed that the stock or fund purchased with the said sum of 1,000*l.* should be transferred or paid to her daughter, Sarah Guett, in case she should then have attained the age of twenty-one years; but in case she should not have attained her age of twenty-one years at the decease of her said mother, then upon trust to pay and apply the said interest or dividends, as the same should become due and payable, for the maintenance and support of the said Sarah Guett, until she should attain such age of twenty-one years, and upon her attainment thereof, upon trust to transfer the said stock or fund to the said Sarah Guett, for her own use and benefit. The testator died shortly after the date of his will. Sarah Guett, the daughter, died in the lifetime of her mother, at the age of seven years, and as she was illegitimate, Mr. Maule took out letters of administration of her estate and effects, and claimed this legacy on behalf of the Crown.

Cooper and *Harrison*, for the plaintiff.

Wigram and *Smythe*, for the surviving residuary legatees under the testator's will, contended that by the death of Sarah Guett under twenty-one, the legacy passed into the residue. They cited *Batsford* v. *Kebbell* (3 Ves. 363); *Leake* v. *Robinson* (2 Mer. 384); *Taylor* v. *Bateman* (8 Sim.); *Watson* v. *Hayes* (5 Myl. & Cr. 125); *Butcher* v. *Leach* (5 Bea. 392); *Hanson* v. *Graham* (6 Ves. 239); *Wadley* v. *North* (3 Ves. 364).

Spencer and *Wood*, for the representatives of a deceased residuary legatee.

Twiss and *Wray*, for the Crown, were not heard.

The VICE-CHANCELLOR said that the law of the court on such a question was too well settled to leave any doubt that the legacy was vested in Sarah Guett. To decide otherwise would be to overrule one of the most clearly-established principles of law. He did not entertain the slightest doubt upon the point.

Common Law Courts.

COURT OF COMMON PLEAS.

Saturday, June 29.

The Court sat to-day to give judgment on the cases standing over from Easter Term and Trinity Term.

LEWIS *v.* MARSHALL.

"Cargo" and "freight," primâ facie, refer to goods only: therefore passengers and passage-money will not be included within the terms Cargo and Freight. In order to vary the ordinary meaning of these terms, and to make them comprise passengers and passage-money as well as goods, the evidence at the trial must be clear, cogent, and irresistible.

TINDAL, C. J.—The question which has been argued before us in this case arises on an issue taken under the third plea upon an allegation in the first count of the declaration. That count was framed on a letter of guarantee which was written by the defendants' ship-brokers to the plaintiff, the owner of the ship *Stratheden*, by which letter the defendants engaged with the plaintiff to have a full cargo for the *Stratheden*, the rates of freight for which were to average 40s. per ton, and at least nine cabin passengers, whose passage-money was to average 75*l.* The breach of contract assigned in the declaration was, that "the defendants did not have and procure a full cargo for the said ship, the rates and freight for which would average 40s. per ton, according to the true intent and meaning of the agreement, and the defendants, in the third plea, took issue on this breach on the terms on which it was framed. At the trial, it was proved that the average rate of freight for goods put on board by the brokers amounted to 32s. only per ton, instead of 40s. as specified in the contract. It was also proved that, besides the goods, the brokers had shipped on board several teerage passengers for the voyage, the passage-money paid by each such steerage passenger, after deducting therefrom the expense of their diet during the voyage and the allowance to be made for tonnage occupied by them and their necessary stores, when added to the freight of the cargo, properly so called, made the average earnings of the whole ship, per ton, amount to more than 40s.; and the question at the trial was, whether this was a performance of the terms of the guarantee. The defendants offered parol evidence to prove that the terms "cargo and freight," when used in a contract of this description, with reference to the voyage on which this vessel was engaged, did, by the general usage and course of trade, not only comprise "cargo and freight," in the strict and proper sense of these words, as applicable to goods, but also comprised cargo and steerage passengers, and the net profit arising from the passage-money. The plaintiffs, on the other hand, objected to the admissibility of this evidence, contending that the terms of the contract were precise, and perfectly free from all ambiguity. I thought, however, the case fell within that class of mercantile contracts in which such evidence was held to be admissible, and I received it accordingly; but, as the evidence appeared to me, after it had been received to be not admissible, I declined to leave it to the jury as a means of interpreting the contract, but told them the terms of the agreement must be interpreted in their plain and ordinary meaning; that the legal effect of the contract was, that the brokers engaged to procure a full cargo of goods, properly so called, which should average the freight of 40s. per ton, which they had not done; and that the jury must find their verdict on the first count for the plaintiff. The jury, nevertheless, found their verdict on this count for the defendants, and the case came before us on a motion for a new trial, as upon a verdict against evidence, and against the direction of the judge. On shewing cause against the rule, it was contended on the part of the defendants, first, that I ought not to have withdrawn the effect of such evidence from the jury, and taken the construction of the contract upon myself; and, secondly, that the evidence given at the trial proved that the construction of the contract was that which the defendants had contended for; and as the respective parties, on the discussion of the question, had requested the Court to substitute themselves for the jury, and to make a final conclusion of the question between them, both as to the law and the facts, it becomes necessary to decide both questions; upon the first point we take the acknowledged distinction to be this: if the evidence offered at the time by either party is evidence by law admissible for the determination of the question before the jury, the judge is bound to lay it before them, and to call on them to decide upon the effect of such evidence; but whether such evidence when offered is of that character and description as makes it admissible by law, is a question for the determina-

tion of the judge alone, and ought to be left solely to his decision. On the present occasion, the question was whether there was a recognized practice and usage in reference to a vessel engaged in that particular business out of which the written contract, the subject-matter of the action, arose, and to which it related, which gave a particular sense to the words employed, so that the parties may be supposed to have used those words in such a sense. The character and description of evidence admissible for that purpose is the fact of the general usage and practice prevailing as to particular trades and businesses, and not the judgment and opinion of the witnesses; or a contract may be satisfactorily and correctly interpreted by a reference to the fact of the usage, as it may be presumed that such fact is known to the contracting parties, and that they contracted in conformity thereto; but the judgment and opinion of witnesses called afford no safe guide for that interpretation, as their judgment and opinion are confined to their knowledge of their own business. On referring to the notes of the evidence at the trial, we are inclined to think that the evidence offered falls under the latter character and description, and that that general ground was properly withdrawn by the judge from the consideration of the jury; it becomes necessary, however, from the course the cause has taken, that we should arrive at a positive opinion on this point, for we all agree in the opinion that if the evidence had been submitted to the jury, they ought to have found a verdict for the plaintiff. The contract itself, as it appears to us, speaks with much plainness and precision; the words "cargo" and "freight" do, *primâ facie*, in their natural and ordinary meaning, refer to goods only; and where in the same document occur the words "cabin passengers and passage-money," and a contract is made between the same parties as to such latter-mentioned subject-matter, the inference is almost inevitable that the former words were not intended, within the meaning of the contracting parties, to comprise passengers and passage-money of any description, and the parties shew themselves to be capable of making a contract as to passengers by their proper and specific terms. In order, therefore, to vary the ordinary meaning of such plain words, and to make them comprise passengers and passage-money as well as goods, we think that the evidence ought to have been clear, cogent, and irresistible; whereas at the trial, although two of the witnesses spoke of the usual course of practice in the trade, the third speaks of his own judgment alone; and there is no evidence of any such construction as stated by any of the witnesses within their own knowledge, and the agreement, if valid, is declared not to be according to the usual course of things. The fair inference drawn from their testimony at the trial appears to us to be that it is customary, in calculating the earnings of the ship, or making up the amount of the earnings, the money paid by the steerage passengers should form a necessary item, and there is no general usage in a contract of such a description as this, that such a meaning should prevail; we, therefore, upon this evidence, think that instead of there being a new trial, the verdict entered for the defendants on the first count should be set aside on the usual terms, and be entered for the plaintiff for such sum as shall be ascertained between the parties unde. the agreement entered into, and we rule accordingly.

Stead v. Williams.

Where the description of an invention has been so published as to become part of the public stock of information, a person who takes out a patent for such an invention is not the true and first inventor within the meaning of 21 Jac. 1, c. 3, s. 6, although he may have not borrowed his invention from such information.

Sir *Thomas W—e* and *Shee*, Serjt. (with whom was *Webster*) shewed cause in Easter Term last against a rule which had been obtained for setting aside the verdict found in this cause for the plaintiff; and *Channell* and *Byles*, Serjts. (with whom were *Hoggins* and *Warren*) were heard in support of the same. (The facts of the case will sufficiently appear in the judgment of the Court now delivered.)

Tindal, C. J. in delivering judgment, said—This was an action for the infringement of a patent granted for an invention for "making and paving public streets and highways, public and private roads, courts and streets, with timber and wooden blocks." The defendant pleaded that the plaintiff was not the first and true inventor of the said invention in the patent and specification mentioned, besides various other pleas, which it is not necessary to particularize with reference to the present motion, and, on the trial at the last summer assizes at Liverpool, before my brother Cresswell, a verdict was found for the plaintiff, but a rule *nisi* was afterwards granted for a new trial, and, on the report of the learned judge, it appears that, before the granting of the letters patent to the plaintiff, there had been published in a scientific work in England a letter from a gentleman named Heard, containing such a description of the mode of paving blocks as made it fit to be submitted to the consideration of the jury as not differing substantially from the invention for which this patent was granted. It appears, also, in summing up the evidence with reference to the plea above adverted to, the jury were told, in substance, that if they thought the patentee had borrowed his invention directly from the publication which had been proved, he could not be considered as the first inventor; so also, if the letter had been so far communicated to the public as to become a part of the public stock of information, and he had obtained his knowledge indirectly from the publication, he was not to be considered as the first inventor within the intention of the statute. On the discussion before us it was contended that this mode of summing up, although undoubtedly correct, so far as it went, yet it did not present a fair view of the case to the consideration of the jury; for it was argued that if the invention had been communicated to the public, though it never directly or indirectly came to the knowledge of the patentee, still he could not be considered as the inventor. It was admitted, on the part of the defendant, that no case could be cited in which the case had been expressly decided, but it was contended that, in point of reason and principle, such must have been held to be the case; for if the invention had been already communicated to the public, it would be unreasonable that they should lose the benefit of it, and be restricted from making use of it by a patent being taken out by one whose claims to such a patent could only be supported on the ground of his being ignorant of that which had been communicated to the rest of the world; and though no decided case was cited, various dicta of the learned judges, which are found to support the view so contended for, were offered, and particularly what was said by Mr. Baron Alderson in *Carpenter* v. *Smith* (9 M. & W. 302), and the observations made by Lord Lyndhurst and the other Lords of the Privy Council, as reported in 1 Webster, 718, where Lord Lyndhurst says, "If a machine is published in a book distinctly and clearly described, corresponding with the description in the specification of a patent, though it has never been worked, is not that an answer to the patent?" It is continually the practice, on trials for patents, to read out of printed books, without reference to any thing that has been done. "And again," he says, "if an invention is in use at the time the patent was granted, a man cannot have a patent, though he is the original inventor; if it is not in use, he cannot obtain a patent if he is not the original inventor; he is not called the inventor who, in his closet, invents, but who does not communicate it; the first person who discloses an invention to the public is considered the inventor." On a full consideration of this subject, we have come to the conclusion that the view taken by the defendant's counsel is substantially correct; for we think, if the invention has already been made public in England by a description contained in a work, whether written or printed, which has been publicly circulated, in such case the patentee is not the first and true inventor within the meaning of the statute, and whether he has himself borrowed his invention from such publication or not; because we think that the public cannot be precluded from the right of using such information as they were already possessed of at the time the patent was granted. It is obvious that the application of this principle must depend on the particular circumstances which are brought to bear on each particular case. The existence of a single copy of a work, though printed, or brought from a depository where it has long been kept in a state of obscurity, will afford a very different inference from the production of an Encyclopædia or other work in general circulation. The question will be, whether, on the whole evidence, there has been such a publication as to make the description a part of the public stock of information. We think, therefore, as this question has not been submitted to the jury, there ought to be a new trial in this case.

Davies v. Lowndes.

Since 3 & 4 Wm. 4, c. 27, a writ of right by journées accompts cannot be sued out. Such writ is a new writ, and not strictly a continuance of a former one, which had abated.

But where, since 3 & 4 Wm. 4, c. 27, such writ was sued out against the heir of the deceased tenant, the Court refused summarily to interfere by setting the writ aside, but left the tenant to demur. The mise upon the mere right cannot be joined with pleas raising questions of fact for a jury.

Talfourd, Serjt. and *E. V. Williams* (with whom was *Willes*), appeared for the demandant, and

Sir *Thos. Wilde* and *Byles*, Serjt. (with *Kelly* and *Gray*), for the tenant.

Tindal, C. J. in delivering judgment, said—Two rules have been obtained in this action on a writ of right:—The first, by the tenant calling on the demandant to shew cause why the writ of *grand cape*, and the sheriff's return thereto, and also the count delivered in this action, and all other proceedings thereon, should not be set aside; the second, on the part of the demandant, calling on the tenant to shew cause why he should not elect between the first plea and the general *mise* and certain other pleas comprised in a rule to plead several matters, and why either the said first plea or such other pleas should not be struck out and set aside. With respect to the first rule, which involves a question of far more importance than the other, the facts are, that the former writ of right was sued out on the 6th of December, 1832, by the present demandant and her late husband, who died during the progress of the suit, and whose death was duly suggested on the record, against Wm. Selby Lowndes, esq. the tenant of the tenement sought to be recovered; that on the trial at the bar of the Court of Common Pleas, a verdict was found for the tenant; but that, on a bill of exceptions to the ruling of that Court, the Court of Error awarded a *venire de novo*; that the cause was tried a second time at the bar of the Court of Common Pleas, and a verdict was again found for the tenant; a bill of exceptions was again tendered to the ruling of the Court, but that between the date of the second verdict and the argument on the second bill of exceptions the said Wm. Selby Lowndes, the sole tenant to the writ of right, died; after his death, namely, in Hilary vacation 1843, the demandant sued out a new writ of right against the heir, grounding her right so to do upon the doctrine of a writ purchased by *journées accompts*. The tenant shortly afterwards made application to the Lord Chancellor to set aside the writ so issued, on the ground that all writs of right having been abolished from and after the 31st of December, 1834, by the statute of 3 & 4 Wm. 4, c. 27, that no writ of right could now be issued under any circumstances; and, secondly, that the right of proceeding by *journées accompts* did not hold in the case of the death of the sole tenant to the writ. The Lord Chancellor, after expressing his opinion in terms that it was impossible to misunderstand, that the writ of *journées accompts* was not maintainable by law, on the ground of the first objection, declined however to act on that opinion by quashing or setting aside the writ, on the ground that the same objection might be raised on demurrer in an ulterior stage of the proceedings, where it might become the subject of review by the ordinary tribunals of the law. The same objections have been raised before us on this application to set aside the count and all the judicial processes issued in this Court, and after hearing a learned argument in support of and against such an application, we have come to the same conclusion as that arrived at by the Lord Chancellor, and for the same reason, namely, that by analogy to the course and practice as adopted in this and the other courts of Westminster Hall, we think we ought not, upon a summary application, from which there can be no appeal, to decide upon a question which involves the final determination of the rights of parties, when the very same question may be raised upon the record, and thereby not only the judgment of this Court be obtained, but, if thought necessary, the judgment of a court of ultimate appeal. It is obvious that such is the case, for the count in the present action necessarily forms part of the record, and that count states on its face, that the former writ against the late tenant was issued before the passing of the late statute 3 & 4 Wm. 4, c. 27, and it also recites the count upon the former writ, whereby it appears that the demandant Elizabeth Davies alleged the seizin of Thos. J. Selby, deceased, whose heir she states herself to be, within sixty years next before the commencement of that suit; it also sets forth all the subsequent proceedings in the action down to the giving of judgment on the second writ of error, and then it avers the death of the sole tenant to the former writ; the count then states, that by reason of the death of the said Wm. Selby Lowndes, the said writ of right issued in that behalf became and was abated, and thereupon by *journées accompts*, that is to say, within fifteen days next after the giving of the last-mentioned judgment by the said Court of Exchequer Chamber, she freshly brought this present suit, wherein she now counts; and that count, after setting forth *verbatim* the writ which was last issued, alleges the seizin of T. J. Selby, deceased, whose heir she alleges herself to be, within sixty years next before the commencement of the said suit, wherein the said Thomas Davies and Elizabeth his wife were demandants, and brought the present suit as a continuation by *journées accompts* as aforesaid. It is clear that the very objections which the tenant intended to raise against the validity of this second writ of right appears upon the record itself—namely, the power of issuing a writ by *journées accompts*, where the former has abated by death of the sole tenant, the power of suing out any writ of right by *journées accompts*, after the passing of the statute of 3 & 4 Wm. 4, and also the objection that the seizin of the ancestor from whom the tenant claims, was not laid within sixty years next before the *teste* of the writ last sued out, but within sixty years next before the *teste* of the former writ; and it is equally clear the tenant may either raise his objection to the proceedings, and call for the judgment and decision of the Court thereupon at the time of his pleading, by demurring to the count; or he may at his option reserve the objection till after the trial has taken place upon the merits, at which time the objection to the writ, if well founded, would be equally fatal to the proceedings as at the

present time, on the principle *debile fundamentum fallit opus*. If this mode of deciding the question on the demurrer had not been open to the tenant, if he had not possessed the power of raising the question whether the writ was valid or not before a superior court, except by previously incurring the expense of a new trial, we should have thought it our duty at once to have quashed the proceedings, and declared the writ issued in this case by *journées accompts* a nullity; but as the tenant has the opportunity of bringing the question at once before a court of record as a simple question of law, we think that he can have no right to complain if we decline to proceed summarily and to leave the question open for discussion before the highest tribunal. Such being the determination at which we have arrived, we nevertheless think it right to explain the ground on which our judgment is formed; that in the present state of the law a writ by *journées accompts* cannot be sued out in order that the demandant may have an opportunity of determining for himself the expediency of incurring the additional expense of litigation, which, if it should turn out even favourable to himself on the merits, it would be fruitless in the event. The broad ground on which we rest our opinion that the present writ by *journées accompts* cannot be supported is the operation of the 3 & 4 Wm. 4, c. 27, s. 36. By that statute it is enacted that no writ of right, and no other action, real or mixed, with certain exceptions mentioned in the statute, shall be brought after the 31st of December 1834; the words of the Act are precise and peremptory, including, extending to, and comprising all writs of right whatever, whether originally sued out or not by *journées accompts*, or, which is contended to be the case before us, sued out by continuance. The question, therefore, becomes this, is the writ of right so newly sued out a fresh and a different writ from that which was first sued out? If it is so, the consequence would necessarily follow that it is not a writ allowed by the law—there is no such writ in existence—no office from which, nor is there any officer by whom, such new writ can be issued; and that it is a new writ is the language of all the books. If a writ abates without default of the demandant, or plaintiff, he may have a new writ by *journées accompts*. (6 Coke, 10 B.) The expression is, a new writ in *aliud breve*. Now, in the *Terms de ley* it is said that he may purchase a new writ. The demandant contends that is not a new writ in substance, but a continuance of the old writ, whereas it appears to us strictly and properly it cannot be a continuance, for it is not issued till after the old writ has abated, and Lord Coke, in his report above referred to, calls it *quodammodo continuance*. The Statute of Limitations (32 H. 8, c. 2) expressly gives a power of suing out such new writ in the case of abatement of the former writ by death, and it expressly enacts that the demandant, if alive, or his next heir, may pursue his action within one year next after one action or suit has abated, and shall enjoy all such advantages within the said one year as the demandant in such writ has or might have had on the said former action or suit." As it is, it appears that the second suit is not a continuance of the first, but that the two suits, the former and the present, are distinct. The statute 21 James, c. 16, makes a similar legislative provision for the plaintiff's bringing a new action within one year next after judgment for the plaintiff has been reversed by writ of error and the entire silence in the statute now under consideration, where these exceptions are found in the former, leads to the conclusion that the common law cannot introduce a provision in favour of the demandant, a conclusion to which the two cases referred to in Brooke's Reading on the former statute (32 H. 8), 154, 155, affords a strong confirmation; for in these cases it is held that the statute only made provision for a new writ where the former suit was abated by the death, and the demandant was not entitled to sue out such writ by *journées accompts*, where the former had abated by any other cause, though without the fault of the demandant. If, therefore, where the Statute has made an actual provision for a new writ in that case, namely, abatement by death, and such provision cannot be extended to any other species of abatement, there could be no alleged ground for counteracting the general words of the statute Wm. 4, by introducing an exception on which the Act is altogether silent. Without entering into the consideration whether the doctrine of *journées accompts* applies to the case of abatement by the death of the sole tenant, which is the case now under consideration, we have arrived at the conclusion which I have before stated; but at the same time, for the reasons before given, we think the first rule must be discharged. With respect to the second rule, the question is, whether the tenant's mise upon the mere right can be joined with other pleas which raise questions of fact for trial by an ordinary jury? and we think the two cannot be joined together. The mise is not properly a plea, but a defence of a peculiar kind, in which the [illegible] takes on himself to assert that he has a better title than the demandant. An inspection of the [illegible] at the end of the 3rd vol. of *Blackstone's* [illegible] will shew at once how variable is the process for the trial of an issue in the one case and that in the other. The oath administered to the recognitors of the grand assize is a different oath to that taken by the jury, and the number of recognitors is different. Many of the issues raised by the pleas are involved on the trial; and if it is supposed for a moment that there could be a jury to try the issue, and the mere right should be tried by the recognitors, great and inextricable confusion would arise if the jury were to find one way, and the recognitors another. No instance has been pointed out where this could be allowed as a matter of right. In the writ of right tried at Lancaster, which was referred to as an authority, it appears that the issues of fact were tried by the recognitors by consent of the parties, and we cannot but think the allowing such a practice by consent to be greatly inexpedient, and makes any proceeding against witnesses very hazardous. We cannot, therefore, without any authority, introduce a new practice on this occasion, which is not improbably the last writ that will be tried. We therefore think that this rule, which calls on the tenant, to elect must be absolute.

Discharged with costs.

ADMIRALTY COURT.

Monday, June 3.

THE GLASGOW PACKET.

Salvage.

Where it appears that the salvors have performed a meritorious service in the first instance, but have been guilty of subsequent misconduct in forcing their services upon the owners when they were no longer wanted, the Court allots to them a reward for the assistance rendered up to the time when that misconduct commenced, and a sum nomine expensarum proportionate to the costs up to that period.

One of the witnesses in the cause having sworn to contradictory affidavits, the Court intimated its intention of suggesting to the Lords of the Admiralty the propriety of prosecuting him for perjury.

A claim for salvage by the crews of several luggers against the owners of the Glasgow Packet.

The owners made a tender of 9*l.* 12*s.* for tide-work.

The facts of the case will sufficiently appear from the judgment of the Court. The argument was heard on the 26th of April and the 3rd of May, and

LUSHINGTON, Dr. now pronounced judgment. This vessel, whilst proceeding up the river on a voyage from Glasgow to London, came to anchor in Gravesend Reach, and, whilst so at anchor, was run into by a brig called the *Margaret*, which caused her, a short time afterwards, to sink. This occurrence took place on the 30th of November last. Immediately after the collision the anchor was slipped, she was taken in tow by the *Tam O'Shanter*, and brought over to the Essex shore. Three men of the *Spring* assisted in the performance of this work. Whilst so lying at anchor on the Essex shore, some of the sails and part of the cargo were put on board of the *Grey Mare Meg*, which came up subsequently. The services of those who now claim to be salvors, according to their own account, commenced whilst the vessel was lying at anchor, and about to sink. A service, whatever it may be, or to whatever reward it may be entitled, is, to a certain extent, admitted by the tender which has been made. I shall consider when that service commenced, of what kind it was; 2nd, what degree of merit ought to be attached to it; 3rd, when it ended. Upon the duration of the services of course much will depend; and my decision in some respects must be governed by the determination of that point. Now, in some respects this case certainly differs as relates to the form in which it has been conducted from the form which is used in ordinary cases. The original statement for the salvors does not contain the whole facts, but it keeps back matters of considerable importance in this case; I refer particularly to what occurred upon the arrival of Mr. Jones, who was engaged to raise this vessel. On the other hand, the answer sets up a different case, and in many respects negatives the case of the salvors inferentially and not directly. Now I must observe that this mode of conducting a case requires the Court to exercise a more than common degree of care in order to discover what is really in issue between the parties. The usual and most convenient course is to negative expressly every important matter which is intended to be denied—the principle of pleading by act on petition being, that what is not denied is to be considered as true; and if such a course be departed from, there is great risk that the case may be prejudiced, for it is impossible always precisely to ascertain what is intended to be an inferential denial. The salvors alleged that the service commenced about eleven o'clock on the 30th November by the mate boarding two men of the names of Spiers and Allen, who were at that time in their skiff *James* approaching the vessel; that the mate directed them to save what they could, and that it was done accordingly. The master, at that time, it is also averred, was not on board his own vessel, but on board the *Margaret*. Now this statement of the salvors is confirmed by them upon oath, and it is not negatived in the answer to their statement in any manner whatsoever. The statement of the salvors, therefore, being supported by affidavits, I must proceed on the ground that this was the commencement of the service, and, if so, it was clearly a just and legitimate commencement. Shortly afterwards the *Hope* and the *Confidence* came up, and little seems to have been done, or attempted to have been done, till the master gave the charge of the vessel to two of the salvors. The master at this time was about to proceed to London with all the crew, excepting the mate and another person, and he gives the written paper in question to two of the persons named in that paper. Upon what principles am I bound to construe the effect of this paper? I apprehend that this Court, as all other courts, is bound to take the meaning of a written document from its contents, and not from parol explanation. In considering written documents, of whatever nature they may be, it is a cardinal rule, applicable to all cases, that no parol explanation shall be received. Evidence of the circumstances under which it was written may be given, but a parol explanation of the words cannot be received. There is no principle more important than that to which I have referred. You may shew that a written document was obtained by fraud, and then it becomes mere waste paper; or you may shew that circumstances were agreed to be stated in the document and improperly left out, and these facts may be restored to the document itself; but you cannot attempt to explain the contents of a written document by evidence as to what the parties said or merely intended at the time, except it was reduced into writing. It is quite evident what the effect would be—that all written documents would be perfectly nugatory, if it were open to parties on parol explanation to say that they did not mean that which the words import to mean upon the very face of them. I must then give to the words used the ordinary acceptation. The words in that document are these:—"November 30, 1843. I, David Nichol, leave charge of the Glasgow packet to Mr. Spayrs. James Groves." Now, then, the meaning is that the charge and care of the vessel was given to the persons named, and that this charge so given must, in all ordinary acceptation, mean an authority to do all that might reasonably be thought fit for the preservation of the property. If any thing else was intended, it ought to have been expressed in the paper. I cannot engraft any limitation upon it which is not consistent with the ordinary, plain, and primary meaning. If it had been intended to have said that this charge was given for a specific purpose only, then the paper ought to have stated that it was merely for the prevention of plunder, or if it was intended to be, not a charge at all, but merely an order to prevent plunder, and the vessel was to remain in charge of the mate, then that fact ought to have been stated. And now I must observe that the very fact of the master giving the charge of the vessel to these men goes, in my judgment, a great way to discredit the assertion that their services were rejected altogether in the first instance, and were actually forced upon the master. Surely if the men had so misconducted themselves, the master would not have selected some of these very persons for the purpose of intrusting to them the care of the vessel. He might have deemed it necessary to leave more of his own crew to have performed that duty. For this reason I am of opinion that these salvors are entitled to be paid a reasonable compensation for their exertions from about noon of November 30 till some time on the 2nd of December, when the persons arrived from London, and other occurrences took place, to which I must presently advert. I see no reason, and no reason is stated in the papers, why I should disapprove of the measures the salvors pursued; the sending to Gravesend, or what was subsequently done in the preservation of the property and the prevention of accident. The tender of 9*l.* 12*s.* I think an inadequate compensation for this service; but before I adjudicate on this point I must look at the subsequent circumstances. The next question is, whether these men were at any time, and when, actually and lawfully discharged and prohibited from further interference with the vessel. In common cases, it is true, when the services of the first set of salvors have been accepted, and they are competent to perform the service, they cannot be dispossessed by subsequent salvors. But such principles have no application whatever to the present case. Here the vessel was actually sunk, and it was impossible for the original salvors to have raised her by their own unassisted services; and, moreover, the owners were on the spot to give the orders which they deemed best for the preservation of their own property. Again, in some cases salvors have a right to retain possession to secure for themselves the compensation which may be due, but such rule has no place here; for here there was no possession acquired by salvage service; and, what is a still more important fact, it is the foundation on which salvors are allowed to retain possession. There was no necessity for retaining the ship to secure the demands upon the owners; for the ship could not by possibility, under the circumstances, have escaped the process of this court. If these men were then actually discharged by the owners or the authorised agents, in my opinion there was no legal—no justifi-

able ground—for any attempt to continue their services, and they cannot claim to be paid for what was done against the will of the owners themselves; nor will any alleged necessity for assistance give them a claim, where of this necessity the owners and agents were the only proper judges. It would be a most dangerous doctrine to hold, that, in the river Thames, any set of persons can be entitled to supersede the authority and overrule the discretion of the owners of the ship as to the preservation of that which is most valuable to themselves—their own property. As to the men being discharged on the 2nd of December, when the person hired to weigh the vessel had arrived, there can be no doubt whatever, because, it is admitted by them in the reply, and the only difference is in the time of day. Besides, it very clearly appears that, in addition to this original discharge, they had a subsequent intimation to the same effect from the owners, and which intimation they equally and with equal imprudence, wholly disregarded. I consider the subsequent conduct of these persons exceedingly reprehensible; and I shall not allow any compensation for services—if they are to be called services—if improperly intruded on the owners. The course I shall pursue is this: I shall pronounce against the tender, which I deem to be insufficient for the services performed from the 30th of November till the 2nd of December, and I shall decree to the salvors 40*l.* instead of 9*l.* 12*s.*—for I think an entire mistake has been made on the part of the owners in considering this as merely tidework service. As to the costs, the strict course would be to give them their costs up to that time, and to condemn them in the subsequent costs; but it would be exceedingly difficult, if not impossible, to work this out with any accuracy. I shall, therefore (believing that the costs for the first period ought—I do not say, are—to be greater than the latter) decree to the salvors 20*l.* *nomine expensarum.* I cannot close this judgment without referring to two affidavits made by a person of the name of Neale. In the latter of these, he positively contradicts what he has sworn to in the former. To such affidavits, of course, not the slightest attention can be paid. But I am not disposed to let the matter rest there. It is of the last importance that swearing of this description should be prevented; and I shall take into my most serious consideration the propriety of submitting to the Lords Commissioners of the Admiralty whether it would not be right that they should direct their solicitor to prosecute this person and all others who may attempt to pervert the course of justice.

Bankrupt and Insolvent Courts.

COURT OF REVIEW.

June 3, 4, 7, and 24.

Ex parte BUSHELL, *re* ACRAMAN.

Partnership—Proof—Separate debt.

Where two members of a partnership of six had made advances to the firm, and, without the knowledge of the other partners, directed the authorized agent of the firm to sign several promissory notes in the name of the firm, and one of these two members subsequently deposited the notes with a creditor on account of a separate debt of his own; a proof against the estate of the whole firm was, under the circumstances, held to be valid.

This was a petition to expunge a proof for the sum of 10,000*l.* made upon four promissory notes against the bankrupts. The fiat was issued on the 16th of June, 1842, against six individuals, then carrying on trade in partnership, three of whom were engaged in a separate trade of their own. In 1839, D. W. Acraman, and his son and his nephew (W. E. Acraman and A. J. Acraman), carried on business in partnership at Bristol, as ironfounders. Into this business Messrs. Thomas Holroyd and William Morgan were, in October, 1839, admitted as partners. William Morgan superintended the manufacturing department; D. W. Acraman, who was of a great age, took no active part in the business; Holroyd was in fact a dormant partner; and W. E. Acraman and A. J. Acraman attended to the financial part of the business, and kept the books of the partnership. On the 11th of August, 1841, Mr Franklin was admitted to the partnership. The capital of the partnership previous to Franklin's admission amounted to 90,000*l.* When Franklin was admitted, it was agreed that the capital should be increased to a sum not greater than 250,000*l.* and that a kind of joint stock company should be formed by the partners, to be divided into shares of 5,000*l.* each, and accordingly twenty-nine shares were divided amongst the partners. There remained, therefore, shares to the amount of 105,000*l.* not taken. W. E. and A. J. Acraman had made considerable advances to the firm beyond the amount to be paid up upon their shares, but not beyond the full amount of the shares taken by them. George Morgan, the brother of the partner and the authorized agent of the firm, by the direction of W. E. and A. J. Acraman, in September, 1841, signed several promissory notes in the name of the firm, four of which being deposited with Messrs. Hulbert, Layton, and Co. on account of a private debt due to them from A. J. Acraman, formed the subject of dispute on the present occasion. The commissioner had allowed a proof on account of these notes against the whole firm, and it was now sought to expunge this proof.

Swanston and *Bacon*, on behalf of the petitioners, cited *Attwood* v. *Mannings* (7 B. & Cr. 278); *Fenn* v. *Harrison* (3 T. R. 757); *Green* v. *Deakin* (2 Stark. 347); *Ex parte Bonbonus* (8 Ves. 540); *Ex parte Agas* (2 Cox, 312); and *Gill* v. *Cubitt* (3 B. & Cr. 466).

Russell, *Wood*, and *Jenkins*, for the respondents.

Swanston, in reply.

The CHIEF JUDGE, after a very full statement of the case, said, that a question had arisen before the commissioner whether Mr. Franklin was liable upon these notes, which bore date prior to his becoming a partner of the firm, and the commissioner had properly held that subsequent recognition had rendered them available against all the partners. There was also a question between the estate of the three Acramans and that of the other partners, whether the notes were justifiably possessed by the two younger Acramans; and he (the Chief Judge) thought they were not. There was nothing dishonourable or concealed; but the transaction was not sustainable, though the subsequent conduct of the other partners might serve to make them liable. The notes in question were received by Messrs. Hulbert, Layton, and Co. in November, on account of a separate debt of A. J. Acraman, for payment of which certain title-deeds, then released, had been deposited. The question was whether the respondents became in orsers and holders of these notes for valuable consideration without notice. There was nothing collusive or fraudulent in the transaction, and no such appearance of irregularity as to have thrown on the respondents the responsibility of making further inquiries. There were no facts to bring the case within the principles of invalidity recognized by the decisions in the cases cited. The case of *Gill* v. *Cubitt* was held by Mr. Justice Patteson to have gone too far; but he did not think that case would serve to defeat the respondents' title. George Morgan held the same authority under both firms; he signed the notes by the direction of two members of the firm; and, under the circumstances, the firm of the six was as fully bound by his signature as if it had been written by the direct order of each separate member. The authority was complete. He could not, therefore, set aside the proof, but must dismiss the petition, the costs to be borne, one-half by the joint estate of the six, and the other half by the estate of the three Acramans.

Wednesday, June 26.

Ex parte SMITH, *re* FEAVER.

Equitable mortgage—Reference—Rents.

Where, upon the petition of an equitable mortgagee for the customary order of sale, a reference was directed to the commissioner to inquire into the circumstances of the mortgage, the mortgagee was, upon a favourable report being made, held to be entitled to the rents from the order of reference.

In January 1842 the bankrupt deposited with the petitioner, Mr. Smith, for the purpose of securing a debt, some wine-warrants, leases, and oil paintings. On the 15th of November, 1842, the fiat issued, and a petition was presented by Mr. Smith, for the purpose of obtaining the common equitable mortgagee's order under the bankruptcy. On the hearing of that petition on the 2nd of February, 1844, a reference was directed to the commissioner to inquire as to the circumstances under which these wine-warrants, leases and oil-paintings had been deposited with the petitioner.

The commissioner having made his report, the only question which arose was, as to the period from which the petitioner was entitled to the rents due upon the leases.

Swanston, for the petitioner, claimed the rents from the date of the order of reference.

Bacon, for the assignees, cited *Ex parte Alexander* (1 Den. & Ch. 532); and *Ex parte Bignold* (2 Mont. & Ayr. 16).

The CHIEF JUDGE.—The petition was presented by an equitable mortgagee. The Court makes an order directing the commissioner to inquire under what circumstances the mortgage was made, and whether the petitioner had any and what claim thereto; the further order and the costs are reserved. I am of opinion that it is not opposed to my order, and that it is consistent with the authorities that the right to the rents attaches when the first order was made.

COUNTRY COMMISSIONERS' COURTS.

BRISTOL DISTRICT BANKRUPTCY COURT.

(Before Mr. Commissioner Serjt. STEPHEN.)

Tuesday, July 2.

Re J. F. DAVIS, *ex parte* WALTON.

Practice on opening fiat, by a creditor, the petitioning creditor having neglected to do so within three days, under sec. 4 of 5 & 6 Vict. c. 122—Auxiliary depositions—Power to extend time for appealing against adjudication.

In this case the fiat was issued on the 11th June, on the petition of the Coalbrook-dale Company, and on the 17th June, *Palmer* applied to open the fiat, but failed in proving the petitioning creditors' debt; he then withdrew his application.

On the 24th June, *Homes* appeared for Messrs. Walton, Walker, and Co. who were creditors to a sufficient amount, and applied to open the fiat; contending that the ineffectual attempt of the petitioning creditors, on the 17th June, was not such an "opening" of the fiat as was contemplated in sec. 4 of 5 & 6 Vict. c. 122, so as to preclude any other creditor from applying under that section. After some consideration, his Honour allowed the fiat to be opened, when the debt of Messrs. Walton, Walker, and Co. was proved. A witness, who had been summoned to prove the act of bankruptcy, did not attend, when the further hearing of the case was adjourned until Wednesday, the 26th June. On that day, *Homes* attended with further depositions, and stated that, the written permission of the Commissioner having previously been obtained, the witness who had disobeyed the summons at the previous meeting had been examined in London, under the 85th section of the Act, and that his written deposition would not arrive in Bristol until Thursday morning, consequently the further hearing was adjourned. On Friday, the 28th of June, the Commissioner adjudicated, and notice thereof was stuck up on the bankrupt's house on the same evening by the messenger, who was unable to obtain admission. On Saturday morning, the bankrupt was served personally with the notice, and then applied for copies of the depositions on which the adjudication was founded; but, in consequence of their length, he did not receive them until six o'clock on Monday evening.

Smith and *Stone* now appeared for the bankrupt, and applied for an extension of the time allowed by the 23rd section of the Act: that section only allowed the bankrupt *five* days to appeal against the adjudication, and this time would expire on Wednesday, but they contended that his Honour had the power to extend the time for shewing cause.

Homes, contrà, contended that the clause was peremptory; that "if at the expiration of the said time" (meaning the five days) "no cause shall have been shewn to the satisfaction of such Court for the annulling of such adjudication, such Court *shall forthwith*, after the expiration of such time, cause notice," &c. In the 4th section, power was expressly given to the Court to postpone the opening of the fiat, and in the 33rd section, power was expressly given to enlarge the time of the bankrupt's surrendering, but in the whole Act, there is not any express power given to the Court to enlarge the time for appealing against the adjudication. The words "*shall forthwith*" are imperative on the commissioner, and leave him no discretion.

His HONOUR said, that according to the construction he put on the words of the Act, the Court had the power to extend the time for shewing cause against the adjudication, and as there were ten very lengthy depositions in this case, he thought the application reasonable, and should adjourn the hearing until Monday, the 8th instant.

Adjournment accordingly.

Irish Reports.

QUEEN'S BENCH.

April 25, 26, 27, 28, 29, 30: May 1, 2, 3, 4, and 6.

REG. *v.* O'CONNELL and OTHERS.

Conspiracy—New trial—Indictment—Venue—Misnomer of juror—Trial at bar extending from Term to Vacation—Separation of jury during progress of a trial—Omission of names from list of jurors—Newspaper published by one traverser evidence against the others—Admissibility of evidence—Misdirection.

The defendants were tried upon an indictment for conspiracy, and found guilty. The venue was laid in the county of the city of Dublin. A declaration made by one of the defendants at the Stamp Office, pursuant to 6 & 7 Wm. 4, c. 76, stated the place of publication of a newspaper to be in the said county, and the publication of several numbers of the paper were charged as overt acts, and given in evidence as such; Held, that it was sufficient evidence to support the venue.

2nd.—Where one of the jurors, whose real name was J. J. R. was entered on the jurors' book and the panel, and summoned and sworn as J. R. without objection, though he stated in open court that his name was J. J. R.; Held no ground for granting a new trial.

Held, 3rd, that a trial at bar, commenced in Term, may, under the provisions of the stat. 3 & 4 Wm. 4, c. 31, s. 8, be continued during the ensuing vacation, and

4th, That in misdemeanor cases a jury may, during the progress of a trial (at all events by consent) be allowed to return to their homes, in the evening, upon the adjournment of the Court; and,

5th, That the omission from the jurors' book of names

of persons adjudged entitled to be placed thereon is no ground for granting a new trial.

Held, 6th, That a document largely circulated at a meeting (called by some of the defendants, and charged as an overt act), and coincident in sentiment with language held by one of the defendants at the meeting, was evidence to go to the jury in support of the charge.

7th. (a)—That articles published in a newspaper belonging to one defendant were admissible as evidence of conspiracy against his co-defendants. And that reports of speeches made at certain meetings by one of the defendants, published in the newspaper of another of them, were evidence against the former to go to the jury of his having attended the meetings, and made the speeches in question.

The traversers having been found guilty of a conspiracy, after a trial at the bar of the Court, which was continued by adjournment from the 15th of January last until the 13th of February following (see 2 Law T. pp. 378 and 503 for an abstract of the indictment, and the finding of the jury); in the ensuing Easter Term their counsel moved for a new trial, or a *venire de novo*, upon the following grounds:—

1st. That the jury-lists from which were framed the jurors' book and special jury-list for the present year 1844 were fraudulently dealt with, for the purpose of prejudicing the traversers in their defence, and that by reason thereof they were so prejudiced, as the jury who tried this cause were struck from the special jury-list in 1844. For that John Jason Rigby, one of the jurors of the jury who tried the said cause, was sworn as John Rigby; and also for that there was no such person as John Rigby of Suffolk-st. in the county of the city of Dublin, as stated in the *postea* in this cause, but that the person who filled the office of juror is John Jason Rigby; and also, for that the said John Jason Rigby, prior to his having been sworn as aforesaid, informed the Court of the true state of the facts, and said in open court that he was not John Rigby, but John Jason Rigby. That there was no evidence produced at the trial to prove the alleged conspiracy, or any overt act thereof, having taken place within the county of the city of Dublin (the *venue* laid in the indictment). That the trial was continued beyond the end of Hilary Term, and did not terminate until the 13th day of February last, instead of its having been adjourned until the present Easter Term. That the jurors were allowed on each evening to separate and return to their respective homes, and had, during the said trial, full opportunity of reading many articles which were published, during the progress thereof, in the *Evening Mail* and *Evening Packet* newspapers, commenting on the evidence against the defendants, and calculated to influence the minds of the said jurors to find a verdict against the said defendants. That the verdict was against law and evidence, and against the weight of evidence. That there was no evidence of the existence of the alleged conspiracies. For misdirection of the learned Lord Chief Justice. That he misdirected them as to the effect of the evidence. That he stated to the jury, with strong commentary, the evidence offered for the Crown, and omitted to make any observations resulting from the evidence favourable to the traversers. For that the whole current and bearing of the learned Chief Justice's charge was such as to express and signify to the jury a strong conviction in his own mind of the guilt of the traversers; and that he did not advert sufficiently to the evidence offered for the traversers, or direct sufficiently the attention of the jury to the effect of the said evidence, or the inferences they were at liberty to deduce therefrom; and that in reading to the jury extracts from the speeches and publications given in evidence on the trial, the learned Chief Justice only read the extracts relied on by the Crown, and omitted to read the extracts relied on by the traversers; and that his lordship stated facts to the jury which were not in evidence, and did not state with sufficient clearness the application of the law to the particular facts of the case; and that his lordship expressed his opinion on the facts of the case to the jury in such a way as was calculated to control their judgment, and lead them irresistibly to a conclusion of guilt in the traversers.

Separate notices of motion (embracing amongst them the above objections) were served on behalf of each of the traversers, and they appeared by separate counsel.

The Attorney-General having objected to any counsel being called on to address the Court on behalf of the Crown until each notice of motion had been opened by the traversers' counsel, it was agreed on both sides that, instead of two counsel being heard for and two against the application of each traverser, four counsel should be heard in succession on behalf of all the traversers; that then the Solicitor-General should be heard for the Crown; that then four more counsel should be heard for the traversers, and the Attorney-General in reply.

Affidavits were made by the traversers and their attorneys in support of the application; and on the part of the Crown were filed the affidavits of Mr. Kemmis, the Crown solicitor; the clerks of the peace; the several clerks in their office, who were concerned in the preparation of the jurors' book; and of Mr. Magrath, chief clerk in their office, and who had acted as registrar to the recorder during the revision of the jury-lists—all of which negatived the fact of fraud, or intention to prejudice the traversers, by the omission of names from the jurors' lists, and expressed their belief that the omission was the result of accident, and not of design. An affidavit was also made by Mr. Hodges, the Government short-hand writer, from which it appeared that the juror, J. Rigby, was sworn with the assent and knowledge of the traversers' counsel; and also that their leading counsel had consented to the separation of the jury.

Whiteside, Q. C. *Hatchell*, Q. C. *Moore*, Q. C. and *O'Hagan*, in support of the motion, cited the following authorities to shew that the Court had a discretionary power to grant a new trial after a trial at bar, as well as in other cases.—*Lucas* v. *Lucas* (7 Brown, P.C. 160); *Bright, executor of Crisp* v. *Eynon* (1 Bur. 391); 2 Tidd's Pract. 905, 9th edit.; *Rex* v. *Gough* (2 Doug. 791); *R.* v. *Holt* (5 T. R. 436); *R.* v. *Brissac and Scott* (4 E. 170); *Rex* v. *Mawbey* (6 T. R. 619-638). As to the misnomer of the juror *Fermor* v. *Dorrington* (Cro. E. 222); *Hassel* v. *Payne* (*ib.* 256; and see also, *ib.* 258); *Torbock* v. *Laing and Others* (5 Jur. 318); *Norman* v. *Beaumont* (Barnes, 453, and Willes, 484); *Russell* v. *Ball* (Barnes, 455); *R.* v. *Delany* (Jebbs, Cr. & Pres. C. 90); *Dorey* v. *Hobson* (2 Marsh, 151 S. C. and 6 Taunt. 460); *Hill* v. *Yeates* (12 E. 229); *Rex* v. *Tremain* (5 B. & C. 254). As to the power of the Court to proceed with the trial after the expiration of the Term: *Rowe* v. *Mahon* (8 Bligh, 10, *et seq.*); Stat. 1 & 2 Wm. 4, c. 31, s. 3, and analogous Eng. Stat. 1 Wm. 4, c. 70. As to the *venue*: *Kearney* v. *King* (1 Chit. 28); *Rex* v. *Burdett* (4 B. & Ald. 143); *Reg.* v. *Daly* (Arm. Mac. & Ogle, 365); *Rex* v. *Sympson* (2 Lord Raym. 1379). Upon the question of irregularity in the formation of the jury-list: *Rex* v. *Hunt* (4 B. & Ald. 432). Upon the question of misdirection, and to shew that where there has been misdirection, Courts will not speculate how far a finding may be sustainable: *The Queen's* case (3 Brod. & Bingh. 310); *De Rutzen* v. *Farr* (4 Adol. & Ell. 53); *R.* v. *Hunt* (Baron Alderson's Charge; MSS. from the Home office); *Hayne* v. *Darey* (4 Adol. & Ell. 892); *McGarahan* v. *Maguire* (1 L. Rec. O. S. 222); *Horne Tooke's* case (25 St. Tr.); *Jenkins* v. *Harvey* (1 Cromp. Mees. & R. 892); *Rex* v. *Kirwan* (31 St. Tr. 753); *Rex* v. *Vincent* (9 C. & P. 91); *Rex* v. *Hardy* (24 St. Tr. 473); *Rex* v. *Cobbett* (anno 1831); *Rex* v. *Hunt*, per Bayley, J. (MSS. from the Home-office); *Bright, executor of Crisp* v. *Eynon* (1 Burr. 293); citing *Reg.* v. *Corporation of Helston* (Luc. Rep. 202); *Crease* v. *Barrett* (1 Cr. M. & Rose. 919); *Doe dem. Harris* v. *Read* (Will. Wool. & Dav. 106). As to the objection that the jury were allowed to separate every evening: *Coster* v. *Merest* (3 Brod. & Bing. 272); *Rex* v. *Woolf and Others* (1 Chit. Rep. 422); *Dean of Asaph's* case (1 Ersk. Speeches).

The following cases were cited in support of the objection, that there was no legal evidence of C. G. Duffy's being the proprietor of the *Nation* newspaper: *Rex* v. *Topham* (4 T. R. 127, referring to stat. 29 Geo. 3, c. 50, s. 10; 6 & 7 Wm. 4, c. 76, ss. 5-8); *R.* v. *Hunt* (31 St. Tr. 375); *Mayne* v. *Fletcher* (9 B. & C.); 2 Phill. on Evid. 141; *Hennell* v. *Lyon* (1 B. & Ald. 182); *Rex* v. *Brady* (1 Leach, 327); and, secondly, to shew that the *Pilot* and *Freeman's Journal* newspapers were improperly received as evidence against him: 1 Phill. on Evid. 108; *Hardy's* case (24 St. Tr. 425); Phill on Evid. 212; *R.* v. *Amphlitt* (4 B. & C. 35); *Wales* v. *Fraser* (7 Adol. & Ell.) As to the verdict being unsupported by the evidence. 2 Russ. on Cr. 675; *Lamb's* case (9 Co. 59); and Rose. Cr. L. 603-4, were cited.

Greene, S.G. contra, either cited or distinguished the following cases: *Fermor* v. *Dorrington* (Cro. E. 222); *Norman* v. *Beaumont* (Barnes, 453, and Willes, 484); *R.* v. *Deleany* (Jebbs' Cr. & Pres. C. 90); *R.* v. *Daly* (Arm. Mac. & Ogle, 365); *Wray* v. *Thorn* (Barn. 454); *Hill* v. *Yeates* (12 E. 229); and the *Juryman's* case (12 E. 231, note); *Frost's* case (Gurney's Rep.); *Rex* v. *Hunt* (4 B. & Ald. 430). As to the continuance of the trial in vacation: 2 Dyer, Rep. 185 and note (*b*); *Rowe in Error* v. *The King* (8 Bligh, 1); stat. 1 & 2 Wm. 4, c. 31, s. 3; and as to the question of the *venue* being supported by the evidence, *R.* v. *Brissac and Scott* (4 E. 170); *Rex* v. *Burdett* (4 B. & Ald. 178); *R.* v. *Daly* (Arm. Mac. & Ogle, 365); *Reg.* v. *Sympson* (2 Lord Ray. 1379); stat. 6 & 7 Wm. 4, c. 76, s. 5, *et seq.*; *Deybel's* case (4 B. & Ald. 243). With reference to the objection on the ground of misdirection, *Gascoigne* v. *Smith* (M'Clel. & Y. 338); *The Attorney-General* v. *Good* (*ib.* 286); *Belcher* v. *Prittie* (4 M. & Scott, 295); *Davison* v. *Stanley* (3 Scott, N. C. 51); *Burdett's* case (32 St. T. 431, per Dallas, J.), and *Luddam's* case (32 St. T. 1271, per Abbot, C. J.), were cited; and as to the separation of the jury, *R.* v. *Woolf* (2 B. & Ald. 462, and 1 Chit. 28).

Henn, Q.C. *Monaghan*, Q.C. *Fitzgibbon*, Q.C. and *MacDonagh*, Q.C. followed for the traversers, citing, in addition to the authorities already referred to, *Scott* v. *Soanes* (3 E. 111); *R.* v. *Frost* (9 C. & P. 135); *The Seven Bishops'* case (12 St. T. 318, per Powell, J.); *Reg.* v. *O'Connell* (Ann. & Trev. Rep. 74); *Hardy's* case (25 St. T. 359, *et seq.*); *Rex* v. *Perry* (2 Campb.); *R.* v. *Cobbett*; *Reg.* v. *Murphy* (8 C. & P. 297); *Haime* v. *Dary* (4 Adol. & Ell. 892); *Everett* v. *Youells* (4 E. & A. 681); *Rex* v. *Turner* (32 St. T. 958); *Abbott* v. *Parson* (7 Bing. 563, and 5 M. & P. 521); *Rex* v. *Rowan* (22 St. T. 1034); *Rex* v. *Holt* (22 St. T. 1210, and 5 T. R. 436); Gabbett, Cr. L. 528.

Smith, A.G. in reply, cited and commented on the following authorities: *Dorey* v. *Hobson* (6 Taunt. 460); 1 & 2 Wm. 4, c. 31; *Brandreth's* case (32 St. T. 858); *Hatchard's* case (*ib.* 718); *Weightman's* case, per Holroyd, J. (32 St. T. 1385); *Rex* v. *Lambert and Perry* (22 St. Tr. 1016); *Rex* v. *Burdett* (4 B. & Ald. 123); 3 & 4 Vict. c. 109; *Kearney* v. *King* (1 Chit. 28); 1 Wm. 4, c. 70, s. 7; *Rex* v. *Hart* (10 E. 94); *Reg.* v. *Hughes* (Car. & Kir. 235); *Rex* v. *Hunt* (3 B. & Ald. 584); *Rex* v. *Burdett*, *R.* v. *Pinney* (5 Car. & P. 254); note to *R.* v. *Clay* (7 C. & P. 277); *Horne Tooke's* case (25 St. Tr.); *Rex* v. *Parsons* (1 Wm. Black. 391); *Reg.* v. *Murphy* (8 C. & P. 297); *R.* v. *Hammond and Webb* (2 Esp. 719); *Rex* v. *Cope and Others* (1 Strange, 1444). As to the objections to the nature of the Chief Justice's charge: *Rex* v. *Hunt* (38 St. Tr. 1313, per Grose, J.); *R.* v. *Frost* (22 St. Tr. 471); *R.* v. *Lambert and Perry*, per Lord Kenyon (*ib.* 1017); *Rex* v. *Hatchard*, per Lord Denman (32 St. Tr. 718); *Rex* v. *Wightman*, per Holroyd, J. (*ib.* 1385); *Rex* v. *Redhead* (25 St. T. 1149, 1151-2); *Rex* v. *Stone* (6 T. R. 527); Russ. on Cr. last edit. 608; *R.* v. *Cavendish* (Al. & Nap. 76); *Mayne* v. *Fletcher* (9 B. & C. 385); *R.* v. *Watson* (2 Stark. N. P. C. 140, and 2 Russ. on Cr. 697-8, and 100); *Watts* v. *Fraser* (7 Adol. & Ell.); *Cook* v. *Ward* (6 Bing. 409); *Hardy's* case, per Eyre, C. J. and Macdonald, C. B. (24 St. Tr. 473). *Cur. adv. vult.*

Friday, May 24.

Perrin, J. after adverting to the nature of the motion and the charges contained in the indictment upon which the traversers had been convicted, proceeded to say: "The first objection which has been taken to this verdict is, that there is no evidence of any act being done within the county of the city of Dublin. That objection to the *venue* is answered by the fact that the publication of several articles in the newspapers, which were charged as overt acts, and relied on as evidence of the conspiracy laid in the indictment, took place in the county of the city of Dublin. Another objection is, that one of the jurors sworn was not the person upon the panel. This objection is founded upon the fact that a person of the name John Rigby was sworn, and the allegation is, that his name is John Jason Rigby. Many cases were cited and discussed upon this subject, which it is unnecessary for me to examine, for he was summoned and empannelled by the name by which he was sworn, so that there was no substitution or mistake of the person: and, secondly, there was evidence that he was known by the name by which he was sworn; but, thirdly, what I particularly rely on is, he was sworn with the express consent of both parties, and in some degree at their instance, with a full knowledge of all the facts; and I would hold that, even with reference to a person whose name was not in the panel at all, when it was agreed between both parties that he should be sworn, such an objection could not afterwards be maintained. The next objection is the extension of the trial beyond the term (see 2 Law T. 501-2) into the vacation, and taking the verdict therein. With respect to that point, I say, the objection is upon the record and may be taken advantage of hereafter; and also, when the application was made on the 13th of January to enable the trial to be so extended if necessary, and the attention of the defendants' counsel was called to the subject, they declined to argue the question: and I think that the Court ought not, upon motion, to conclude the prosecutors where this objection is apparent on the record. The next objection is, the separation of the jury, and their being permitted to return to their homes each day upon the adjournment of the Court. It took place with the deliberate consent of the traversers' counsel, and it is not an unusual thing; it has occurred very frequently in misdemeanor cases, and seems to me to be a necessary consequence of protracted trials and adjournments; but what I rest on is, the deliberate assent of the traversers' counsel throughout the trial, and their making no objection until after verdict. The next objection is as to the jury-list. This question has been before the Court on two occasions—on a motion to quash the panel, and on a challenge to the array. (2 Law T. 336.) It involves a question vitally affecting the administration of justice, and one which, if made at a proper time and place, ought to be fully discussed and inquired into. (The learned judge here referred to the several affidavits which had been made relative to this subject, and then observed)—The Recorder, who for this purpose constitutes the Court of Quarter Sessions in Dublin, sat several days—I be-

(a) Perrin, J. dissentient.

lieve from the 14th to the 23rd of November—for the purpose of revising the jury-list, as returned to the clerk of the peace by the collectors of the several parishes in Dublin. Many objections were taken and applications made; and, after much discussion, the Recorder completed the correction and revision of the lists on the 23rd or 24th of November. The lists so amended contained the names and qualifications of those whom he adjudged entitled to be placed thereon. He struck out several names, and inserted many others in his own handwriting, and authenticated the list of each parish by his signature. This duty he performed under the 9th section of the statute (3 & 4 Wm. 4, c. 91); and it was his further duty to cause one general list to be made out of the twenty parish lists, containing the names of all persons whose qualifications entitled them to be placed thereon, arranged according to rank and property, and to have it delivered to the clerk of the peace. There seems to have been no reason why this should not have been done without delay, and the statute (3 & 4 Wm. 4, c. 91) seems to contemplate the completion of that duty by the justices before they separate—at all events, in time to enable the sheriff to make out the special jury-list, which it is his duty to do before the commencement of the year in which it is to come into operation. The Recorder, it appears, gave those twenty lists to Mr. Magrath, who acted as his registrar, to reduce to or make one single list therefrom, and left Ireland before it was completed. On the 28th or 29th December, and not till then, a general list was returned, but not containing all the names; several names were omitted, twenty-four at least, and amongst them fourteen of those in Audoens parish, who were entitled to be on the special jury-list. The withholding it till that day had the effect—whether the omission was intended or not—of preventing the sheriff amending the list. I regret that no attempt has been made to visit with punishment the person who was guilty of trifling with the law in a matter of such importance, whether it was by design or negligence. The more I consider this question, the greater difficulty I feel in holding that this was a perfect jurors'-book, and the more I am inclined to abide by the opinion which I expressed when the question was before the Court as a matter of a challenge—that it is a sound ground of challenge. (2 Law T. 337.) I adhere to the opinion that this was not a perfect jurors' book; but I think that the objection cannot be taken advantage of except by way of challenge, and that it cannot form a ground for granting a new trial, especially in this case, where it was known, and made the subject of a previous application, and also of a challenge to the array before the trial. The next ground of objection is the admission of illegal evidence; that is, of the printed document which was circulated at Mullaghmast. (See 3 Law T. 166.) I abide by the opinion I expressed on the argument of that question at the trial; and I do not think it necessary to add any thing further to it; I have no doubt that it was admissible evidence. (With reference to the objection that there was a misdirection by the Court, in leaving the newspaper reports published by one of the traversers to the jury as evidence of the acts and speeches of another (Mr. O'Connell), and in leaving the report in the newspaper to the jury as evidence of the conspiracy against him, and as furnishing a fact from which the jury might draw an inference that he was engaged in the conspiracy, and had attended the meetings mentioned in the report, and made the speeches there attributed to him, his lordship proceeded to say): It was contended that the newspaper was a publication in furtherance of the common end, and that, therefore, the entire of it, even though a portion of it was narrative, ought to be received in evidence against the co-traversers. I agree with that to this extent, that it is evidence as against Barrett, and as far as the acts of Barrett can affect Mr. O'Connell, it is to be received in evidence against him likewise, if he has been otherwise shewn to have been engaged in the conspiracy; but I have heard no authority cited, nor, although I have looked with great care, have I been able to find any, which would warrant us in saying that the narrative or statement in the newspaper imputed to Mr. O'Connell is evidence of the fact against him. It is argued for the prosecution that the newspapers were evidence not only against the proprietor but also against all his co-traversers; and the argument for the admissibility of those papers against Mr. O'Connell must rest upon this, that a conspiracy had previously been established; but the counsel for the defence complain that the order of things has been reversed, and that the paper has been given in evidence, to prove the primary fact of a conspiracy against Mr. O'Connell. It appears to me that these speeches, with others, were left to the jury as evidence of the conspiracy, as proof of acts by Mr. O'Connell, from whence the jury might legitimately infer that he was engaged in that common conspiracy. Upon the best consideration, and after much reflection, it appears to me that we misdirected the jury in leaving those matters to them as evidence of acts of Mr. O'Connell at Mallow and Tara, whence they might infer that he was engaged in, and a party to, the conspiracy. (His Lordship, after observing that in his opinion it was not too late to make the objection, proceeded further to say)—I am of opinion that there was, besides the evidence in question, abundant proof against Mr. O'Connell to sustain the verdict; but I do not feel myself at liberty to pronounce what the opinion of the jury might have been if this matter had not gone to them; I cannot feel myself warranted in saying that the jury would have been of opinion that, without this, there was sufficient evidence to satisfy them of the guilt of Mr. O'Connell. Therefore, upon this ground, it appears to me, and taking all these matters into consideration, that these newspapers were not admissible evidence against Mr. O'Connell of his having spoken these speeches, and that they were improperly left to the jury with that view, and they were misdirected in that respect upon an important matter which might have influenced their verdict; and upon that ground, in my opinion, the verdict ought to be set aside."

The learned judge then proceeded to comment at great length upon the charge to the jury, as it affected the case of the Rev. Mr. Tierney, and stated it to be his opinion that the Court did not direct the jury with sufficient precision in his case, and that the evidence was presented to the jury in a manner that might possibly have misled them in the conclusion at which they had arrived as regarded him, and that therefore he was of opinion that the verdict should be set aside as regarded Mr. Tierney also.

Crampton, J. expressed his concurrence in the opinion that the misnomer of the juror was no ground for a new trial. In *Frost's* case it was solemnly decided that such an objection could only be taken before the jury were sworn. The second ground of objection, that the trial extended into the vacation, the learned judge was also of opinion was not sustainable. *Cui bono* was the permission given by the statute to fix a day or days in term for a trial at bar (*b*) (which power the Court had before, unless the possibility of a trial commenced in term extending into the vacation were contemplated? As to the question of *venue*, it was sufficiently proved by the newspaper declarations lodged in the stamp-office, and the evidence of Browne, the printer to the Repeal Association, which proved the Repeal Association to be within the city of Dublin, and by several of the documents emanating from it, which were given in evidence. (See 2 Law T. 378-9.) His lordship, after expressing his opinion that the objection, on the ground of the separation of the jury, could not be sustained, proceeded to say: "There are two objections with reference to the jury-lists which have occupied a great deal of the time and attention of the Court; first, that the jury-list had been fraudulently made up for the purpose of prejudicing the traversers; and, secondly, that by such fraud the traversers had been prejudiced. Now I think the traversers' counsel have wholly failed in both branches of the proposition, and it is incumbent on them to establish both in order to sustain the motion on that ground. With regard to the question of the defendants having been prejudiced by the omission of names from the panel, they might, if they were really prejudiced, have taken another course, and had the case tried by a jury of the county of Dublin, under the provisions of the 3 & 4 Wm. 4, c. 91, or they could have applied to the Court, as was done in *Hunt's* case, so often referred to, and the *venue* could have been changed. Upon all these grounds, I am clearly of opinion that there is no reason why the verdict should be set aside upon the ground of the constitution of the jury-list. Another objection which has been raised to this verdict is, that evidence has been received against the traversers. It has been objected that the Mullaghmast ballad ought not to have been received. (See 3 Law T. 166.) It was received after very solemn consideration, but still, if the Court thought it was wrongly received, it would not refuse a new trial. There are two points of view in which it might be offered to the jury as evidence of a conspiracy, in which case it would be necessary to connect the parties with the documents; or, secondly, as evidence of the nature of the meeting at which it was circulated, on the same principle as evidence was received in *Redford* v. *Birley*. Now this seditious publication was sold in thousands, communicating to that vast assembly the same topics as the leader on the platform was addressing to those around him; I am, therefore, clearly of opinion that this Mullaghmast ballad (*c*) was properly received in evidence." On the other grounds of objection, also, his lordship said that the motion could not be sustained. As regarded the newspapers, the learned judge further observed they were properly received as evidence against the traversers. "No objection was made to their admissibility by any of the traversers' counsel during the trial, and they were used by them in a precisely similar way, namely, for the purpose of shewing that certain speeches had been made by the traversers at certain places; the Solicitor-General was permitted to comment on those papers as if they were evidence, and the Chief Justice was allowed to do the same without any objection, the result being that the evidence went to the jury by mutual concession, and I think it is now too late to come forward with the objection which has been taken to it." The learned judge, after commenting on the evidence against the Reverend Mr. Tierney, and observing that he had not joined the Repeal Association until the 3rd of October, after all the overt acts laid in the indictment, save one, had been committed, and that, though he did not mean to say there was not any evidence against him of a previous knowledge of the conspiracy, yet that, in his opinion, the evidence was of a slight nature, proceeded to say, "On the whole of this case, except as regards Mr. Tierney, I am of opinion that the verdict ought to be sustained; but if that course involves the safety of Mr. Tierney, as I said before, I think there ought to be a new trial as regards all the traversers."

Burton, J. after adverting to the insufficiency of the other grounds of objection to the verdict relied on by the defendants' counsel, proceeded to say: "The next matter for consideration in my view of the case respects the admission in evidence of the different newspapers of which some of the traversers are proprietors, both as that evidence affects themselves and as it may concern or affect others. So far as that evidence is applicable to themselves individually, I do not think it necessary to make any remark, concurring as I do with my brothers Perrin and Crampton. But there is then to be considered the application of this evidence to the first traverser, as it concerns a meeting at which he is represented as having attended and spoken; that representation, together with a report of his speech, being printed in a paper of which another of the traversers was at that time the registered proprietor and editor, that paper being, it is, the only evidence laid before the jury of his (Mr. O'Connell's) speech, and of his attendance or presence at the meeting; the ground of the objection to the reception of this evidence of these facts being, that although the paper so given in evidence be full evidence against the proprietor, and although it may be admissible as an act of his in furtherance of the common design imputed to the other traversers, and, so far, affecting them, yet, as being only a relation or narrative of certain facts respecting the first traverser, it can be no evidence against him of the truth of those facts. In addition to what has been said by my brother Crampton on the question, and in perfect conjunction with his opinion upon it, I do not feel it necessary to say more than that, upon the principle of the authority cited from the 24th vol. of the State Trials (*Rex* v. *Hardy*), I am satisfied that the paper was properly received in evidence against the first traverser of those facts. In the present case, the paper produced is an authenticated statement or declaration of a person charged with being a participator in the common design imputed to several of the traversers; the narrative having a direct reference to that common design, and raising the question of its tendency to the furtherance of it; and it is also subject to this additional observation, that instead of being a private or untransmitted letter or narrative, it is a printed and published notification to the public generally, and especially to that portion of the public who are members of the Repeal Association, and are in the light of subscribers to the paper; a leading member of the Association being the principal traverser himself, and any misrepresentation or inaccuracy in the narrative respecting him being, therefore, open to contradiction or correction. Upon this question I should not entertain any doubt, if it were not for the difference of opinion upon the point in one of the members of the Court, and which must have the effect of producing in my mind diffidence upon it; I feel myself bound, however, to express my judgment according to the impression made on my mind by my own research, and the assistance given to me by the opinions and reasoning of the rest of my learned brethren; indeed, I rather think the objection has been reduced nearly, if not altogether, to a misdirection, or rather to the want of a sufficient direction in the charge to the jury, and that is, if I understand it right, that they should have been told that if there was not any other evidence of the first traverser being at that time a conspirator, or participator with the editor in the common design, there was not sufficient of it; but I apprehend that to hold this we must go the length of holding, that nothing but conclusive evidence of such a fact would be sufficient, that is, nothing short of a verdict finding the fact of a common design; whereas it appears to me that if there was evidence, and that satisfactory to the jury, of facts of participation, it is quite sufficient to make the act of one of the traversers the act of another in furtherance of the common design." His lordship then, with reference to the case of the Rev. Thomas Tierney, said, he could not concur in the opinion of his brothers Crampton and Perrin that the evidence

(*b*) By the stat 1 & 2 Wm. 4, c. 31. s. 3 (analogous to 1 Wm. 4, c. 70), it is provided, "that if any trial at bar be directed by any of the said courts, it shall be competent to the judges of such courts to appoint such day or days for the trial thereof as they shall think fit, and the time so appointed, if in vacation, shall be deemed and taken to be a part of the preceding term." As to the order for a trial at bar which was obtained in this cause, see 2 Law T. 501-2.

(*c*) This document, though called during the trial and the subsequent argument, the Mullaghmast ballad, was in prose, and consisted of extracts from different histories of Ireland, with very inflammatory comments upon them.

against him was insufficient; he thought his knowledge of, and consent and concurrence with, the other traversers in the common design might be inferred from his own acts and words, although no formal declaration of it could be shewn; and, after summing up and reviewing the numerous objections to the Chief Justice's charge and to the verdict being against evidence, and the weight of evidence, said that, in his opinion, there was no sufficient ground for awarding a venire de novo, or granting a new trial.

PENNEFATHER, C. J. concurred altogether in the view taken by Burton, J. and in the judgment he had delivered, and, after adverting to the various other objections taken, proceeded to say: "The next topic is the reception of the newspapers in evidence; my brothers Burton and Crampton have expressed their opinion that they were evidence not only against Messrs. Barrett and Duffy, but also against all the traversers. I agree with them both in that opinion, and will explain the grounds of my concurrence: it was perfectly plain that the publication of seditious and inflammatory documents was an illegal act, and was done in furtherance of the common design. It was not in the nature of a confession, as the letter in *Hardy's* case, or of a narrative of facts; it was an act done in furtherance of the common object. To take the case of Barrett and the *Pilot*, there was evidence to go to the jury that it was an act done by him in furtherance of the object of the conspiracy, and that question, like all others, was left to the jury; then, this publication being of such a nature, it is to be considered as the act of O'Connell as well as Barrett, once the jury had come to the conclusion that there was a conspiracy. I do not mean to say that it was conclusive evidence that Mr. O'Connell was at the meeting in question, it was open to him to have shewn that he was not there, or that, if he was, he did make the speech attributed to him. I quite agree with my brother Burton that you are not to wait until the jury have given a verdict whether there was a conspiracy in existence or not, before you go into other evidence. There is another ground upon which this appears to me to be evidence against all the traversers; Mr. O'Connell was a leading member of the Repeal Association; he was chairman of the committee which drew up a list of the duties of repeal wardens, one of which duties is for them to have certain newspapers, amongst which are the *Pilot* and *Freeman*, circulated as widely as possible. To this document Mr. O'Connell attached his name, as chairman of the committee. But (and this is a most material point) no objection was made at the time of the reception of this evidence. It has been said that Mr. MacDonough had objected to its admissibility; but that objection only related to the analogy between the publications in the newspapers and a confession, as the letter was held to be in *Hardy's* case. The objection which is now raised was not made at the time, nor was it made in a specific, tangible form. I look upon it as a rule that any objection, either to the charge of the judge or to the evidence, ought to be made at the time, and in a specific form; and the reason is, that, if the objection is to the evidence, new evidence may be given; or, if to the charge of the judge, he may be able to withdraw, qualify, or explain it. This principle, which is equally applicable in a misdemeanor as in a civil case, has been laid down in *Ball* v. *Mannin* (3 Bligh, N. S. 22), by Lord Tenterden and Lord Plunket; and I utterly protest against the course adopted of reserving such objections until months after the trial. There is no affidavit made denying the facts by any of the traversers, except the Rev. Mr. Tierney, for the affidavit of Mr. O'Connell merely denies an inference of law." His lordship then commented on Mr. O'Connell's address to the jury, in which he had referred to the newspapers in corroboration of his assertions. The Solicitor-General also referred to the same newspapers, and there was no objection made by any of the traversers' counsel; and the Court, without any interruption, then charged the jury, on the principle that all the papers were in evidence. His lordship, after having expressed his concurrence with Mr. Justice Burton, as well as regarded Mr. Tierney as the other traversers, pronounced the rule of the Court to be that the motion be refused generally.

Smith, A. G.—After what has fallen from two of the members of the Court, I shall not call up Mr. Tierney for judgment.

CRAMPTON, *J.*—Do you mean to enter a *nolle prosequi* as to him?

Smith, A. G.—I was not aware until the judgment of the Court was pronounced, that the Court was divided upon the subject of this case. I do not mean that any judgment is to be kept hanging over the head of Mr. Tierney; but I must consider, with reference to the state of the record generally, the manner in which the proceeding should be entered.

CRAMPTON, J.—I am satisfied. As this is the course to be pursued with respect to this particular traverser, I have to observe that my opinion fully concurs with that of my brother Burton and my Lord Chief Justice, in refusing the application for a new trial as regards the other traversers.

THE LEGISLATOR.

Summary.

So the annual process of Bill strangling has begun. The murder of the Innocents was duly announced by Ministers on Monday. The Premier's statement of the measures to be abandoned and those to be pressed will be found below. The following only are of peculiar interest to our readers:—

The Poor Law Amendment Bill is to be pressed, so let the Profession forthwith look to the clause that deprives them of the protection given by the Attorneys Act. The Bills relating to Joint-stock Companies are to be made laws.

The County Courts Bill is left in a state of suspense, hovering between life and death, depending upon the abolition of imprisonment for debt by the House of Lords. But Ministers have a hope that they may yet be able to pass both the County Courts and the Debtors and Creditors Bill. We congratulate the Profession on the abandonment of that most wretched mockery of reform, the Ecclesiastical Courts Bill. The Irish Registration Bill is also referred to next session. The country will be pleased to find that Ministers persist in passing the Railways' Regulation Bill, spite of the opposition of the Railway Companies. We shall now see which interest is most cared for by Parliament, the public or the Directors of Railways, for certainly a more righteous and a more needed measure was never submitted to a Legislature. It ought to receive the energetic support of the people out of the House.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

Thursday, July 4.

ROYAL ASSENT.

Mr. Speaker reported the Royal Assent to—Sugar Duties Bill; Vinegar Duties Bill; Slave Trade Treaties Bill; Gold and Silver Wares Bill; Forestalling Bill; Night Poaching Prevention Bill; Assaults (Ireland) Bill; Limitation of Actions (Ireland) Bill; Leeds and Bradford Railway Bill; Manchester, Bury, and Rossendale Railway Bill; York and Scarborough Railway Bill; Eastern Counties Railway (Brandon and Peterborough Extension) Bill; Salisbury Branch Railway Bill; Whitehaven and Maryport Railway Bill; Chester and Holyhead Railway Bill; North British Railway Bill; Edinburgh and Glasgow Railway Bill; Brighton and Chichester Railway Bill; South Devon Railway Bill; South Eastern Railway Bill; Slamannan Junction Railway Bill; Stratford (Eastern Counties) and Thames Junction Railway Bill; Swansea Harbour Bill; Preston and Wyre Dock, &c. Bill; Coventry Waterworks Bill; Sheffield Gas Bill; Manchester Bonding Bill; Manchester Police Bill; Manchester Stipendiary Magistrate Bill, Manchester Royal Infirmary, &c. Bill; Manchester Improvement Bill; Nottingham (West Croft Canal) Improvement (No. 2) Bill; Pulteney Town Harbour and Improvement Bill; Southampton Marsh Improvement Bill; Canterbury Pavement Bill; Liverpool Fire Prevention Bill, Rother Levels Drainage Bill; Lakenheath and Brandon Drainage Bill; Cwm Celyn and Blaina Iron Company Bill; British Iron Company Bill; European Life Assurance and Annuity Company Bill; Sidmouth and Collumpton Road Bill; Edwards's Estate Bill; Rigby's Estate Bill; Campbell's Estate Bill; Marquis of Ailsa's Estate Bill; West Croft (Nottingham) Inclosure (No. 2) Bill; Bleddfa and Llangunllo Inclosure Bill; Marianski's Naturalization Bill.

BILLS READ A FIRST TIME.

Monday, July 1.

Militia Ballots Suspension
Vagrants' Removal
Stock in Trade
Turnpike Acts Continuance.

Tuesday, July 2.

Colonial Postage.

Wednesday, July 3.

Drainage of Lands.

Thursday, July 4.

Municipal Corporations—"to enable Barristers appointed under the Act 5 & 6 Wm. 4, to arbitrate between Counties and Municipal Corporations, to submit a special Case to the Superior Courts, and to amend an Act of the 5th and 6th of her present Majesty, for amending the Law concerning Prisons"

Assessed Taxes Composition
Three-and-a-Half per Cents. Exemption
Joint Stock Banks Regulation
Law Courts, Ireland.

BILLS READ A SECOND TIME.

Friday, June 28.

Protection of Purchasers, Ireland.

Thursday, July 4.

Militia Ballots Suspension
Vagrants' Removal
Stock in Trade
Turnpike Acts Continuance
Colonial Postage.

BILLS READ A THIRD TIME AND PASSED.

Friday, June 28.

Dissenters' Chapels

Monday, July 1.

Education.

Thursday, July 4.

Bank of England Charter
Prisons, Scotland.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Monday, July 1.

Hitchin's (or Peach's) Estate.

Thursday, July 4.

Willenhall Chapel Estate.

BILLS READ A SECOND TIME.

Friday, June 28.

Ayr Bridge, No. 2.

Tuesday, July 2.

Mackenzie's (Seatwell) Estate
Mackenzie's (Seaforth) Estate.

BILLS READ A THIRD TIME AND PASSED.

Friday, June 28.

Swansea Improvement.

Monday, July 1.

Coventry Improvement and Cemetery
Holmfirth and Durnford Roads.

SESSIONAL PRINTED PAPERS.

Par. Num.
402. Bills—Customs Duties, Isle of Man, amended
403. — Protection of Purchasers, &c. Ireland
407. College of Surgeons—Copy of New Charter
408. Misdemeanors, Queen's Bench—Return
411. Spirits, Ireland—Accounts
425. Jury Causes, Glasgow—Accounts
314. East India—Copy of Acts
395. State Trial, Ireland—Return
418. Bills—Detached Parts of Counties, amended
420. — Sudbury Disfranchisement
427. — Turnpike Trusts, South Wales
428. — Joint Stock Companies Registration and Regulation, amended
429. — Joint Stock Companies Remedies at Law and Equity, amended
430. — Bank of England Charter, amended
422. Butter and Cheese
358. Croydon and Epsom Railway, &c.—Minutes of Evidence
366. Shipping—Return
421. Bill—County Rates
314. Stipendiary Judges—Return
414. Excise, Customs—Returns
437. Keighley Union—Copy of Sir John Walsham's Letter
432. Bills—Vagrants' Removal
433. — Stock in Trade
434. — Turnpike Acts Continuance
380. Jurors, Tipperary—Return
405. Police Reward and Superannuation Funds, Ireland—Returns
419. Bills—Field Gardens
438. — Colonial Postage
439. — Actions for Gaming Discontinuance, No. 2
440. Militia Ballots Suspension
National Education, Ireland—Tenth Report of Commissioners.

HOUSE OF LORDS.

MARRIAGES (IRELAND) BILL.

FRIDAY, June 21.—The LORD CHANCELLOR said he would now move the second reading of the Irish Marriages Bill, and the discussion might be reserved upon it until the motion was made for the House to go into a committee.—The Archbishop of ARMAGH was desirous that the Bill should go before the select committee, which had been sitting inquiring into the law of marriage generally in Ireland; because the select committee having examined witnesses and considered the matter, the Bill would be well considered there.—The LORD CHANCELLOR observed that this Bill had never been before the select committee, nor was it, since it had been prepared, under their consideration. No doubt but the select committee had gone into the investigation as to marriages in Ireland, with a view of improving the law on that subject; and when the committee was sitting he had from time to time submitted clauses which were embodied in the Bill for their consideration; but, as he had just said, the Bill in its prepared form was never before them. He had no objection, however, if the most rev. prelate desired it, to re-assemble that committee, when the Bill might be submitted to them.—After a few words from the Archbishop of ARMAGH, which did not reach the gallery,—The LORD CHANCELLOR begged to repeat that he had no objection to have the Bill submitted to the select committee, which might be reassembled for that purpose.—The Archbishop of ARMAGH said he wished to make a few observations with respect to the Bill.—The LORD CHANCELLOR said, that being the case, the discussion might be either taken now or when the motion was made for going into a committee of the whole House. He thought, however, that the most convenient course would be to have the Bill, as he had proposed, now read a second time *pro formâ*, and when the motion was made for going into a committee, the most rev. prelate might then address the House.—The Bill was then read a second time.

PRIVY COUNCIL (APPELLATE JURISDICTION) BILL.

TUESDAY, July 2.—On the report on this Bill, the LORD CHANCELLOR (with the consent, as we understood, of Lord Brougham, who had left the House) moved that the clauses be expunged relating to the jurisdiction in divorce cases. The clauses having been expunged, the report was received, and the Bill ordered to be ingrossed.

THURSDAY, July 4.—Lord BROUGHAM, in moving the third reading of this Bill, said he had struck out the divorce clause, and his noble and learned friend on the woolsack and himself intended to prepare a more effectual measure, extending both to divorce *à vinculo* and *à mensâ et thoro*. The Bill was then read a third time.—Their lordships then adjourned.

HOUSE OF COMMONS.

THE BUSINESS BEFORE THE HOUSE.

MONDAY, July 1.—Sir R. PEEL, in moving the order of the day for the second reading of the Registration of Voters (Ireland) Bill, said he would take that opportunity of stating, so far as present circumstances enabled him, the course which the Government intended to pursue with those bills of which they had the charge. He thought he should include the greater portion of the important Government Bills, if he took those which stood on the "Orders" for Thursday, Wednesday, and the present day. He was sorry to say, that the mass of business set down for those days was very heavy, and the greater part of it consisted of measures which the Government must press; but he did not anticipate that, with one exception (as we understood), any of those Bills would be met with any lengthened discussion. The chief business which stood for Thursday was the Poor-law Amendment Bill, and with that it was the intention to proceed on that day. There were two other Bills relating to the duchy of Cornwall, which went to settle long-pending disputes, and he was sure that those Bills would give general satisfaction to all parties concerned. To neither of those did he anticipate any opposition. Another Bill set down for Thursday was the Metropolitan Buildings Bill—with that Bill it was the intention of his noble friend the Chief Commissioner of Woods and Forests to proceed. There were two Bills under the charge of Government which were set down in the orders for Wednesday. One of these was for the registration and regulation of joint-stock companies, and another for giving to joint-stock companies remedies at law and equity, to neither of which would there be any opposition. The first Bill which stood on the orders for the present day was the Registration of Electors (Ireland) Bill. He had stated on a former evening that he had no hope of being able to go on with the measure in the present session beyond its second reading, as, from the very serious differences existing respecting it, it would be impossible to pass it into a law in the present session. The next Bill on the orders was the Municipal Corporations (Ireland) Bill. He owned that he was surprised at learning that any objections were raised against this Bill, as its object was to extend the provisions of the English Municipal Corporation Bill to Ireland. As, however, it was so closely connected with the Registration of Voters Bill, it was by many considered desirable that both should be brought simultaneously under the consideration of the House. He would not, therefore, press the Municipal Bill in the present session, though, looking at its object, he was sorry for the delay. The next on the list was the Railways Bill, a measure of considerable importance, to which he was sorry to find that much opposition was likely to be raised by existing railway companies; but, as it was of importance to the promoters of Railway Bills now before the House, and to those which might be brought before it in the next and future sessions, that the intentions of Parliament with respect to railway legislation should be known, it was the intention of the Government to go on with the Bill in this session. With the Savings-bank Bill and the Land-tax Commissioners Bill it was the intention of his right hon. friend the Chancellor of the Exchequer to proceed. As to the County Courts Bill, it was so circumstanced at present that he would rather postpone any final announcement on it to that day week, as there was now pending in the Lords a Bill which would have a most material bearing on it; and he hoped that at the end of a week from the present time the opinions of the Lords, would be made known on that Bill, and be in time to enable the House to legislate on both. The next two Bills, standing Nos. 7 and 8 on the list—the Superior Courts Common Law Bill and the Small Debts Bill —were not in the charge of any member of the Government. They were, he believed, in charge of the hon. and learned member for Chester, and he (Sir R. Peel), of course, could say nothing as to their further progress. With respect to Bills Nos. 10 and 11 on the list,—the Court of Common Law Process Bill and the Court of Common Law Process (Ireland) Bill—he could say nothing. He believed that they had come from the Lords, and were now in the charge of the hon. and learned member for Cork. For these Bills, of course, he could not be responsible. Then there was the Ecclesiastical Courts Bill; he had to state that the Government, seeing the mass of other business in the House, and the great differences of opinion which existed as to various details of the measure, did not intend to press it this session, as they had no chance of passing it through. His right hon. friend the Secretary for the Home Department had already said that it was intended to proceed with the Unlawful Oaths Bill, and also with the Copyhold Enfranchisement Bill. With the next five Bills on the list Government intended to proceed. They were the Customs Duties (Isle of Man) Bill, the Bank of England Charter Bill, the Education Bill, the Linen Manufactures (Ireland) Bill, the Charitable Loans (Ireland) Bill, and the Protection of Purchasers (Ireland) Bill. They would also go on with the Colonial Postage Bill, and the New South Wales Bill. From the tone and temper in which the opposition to the Bank Charter Bill was conducted, and which evinced a total absence of party or factious feeling, he was led to hope that it would go through its remaining stages without further discussion. The number of these Bills was large, but on the whole he did not believe that they would lead to any protracted discussion. There was one Bill which was ready to be introduced, and which was a corollary to the Bank Charter Bill. It was a Bill to establish new regulations for such joint-stock banks as might hereafter be established. It would not apply to existing banks, and would be merely prospective in its operation. There was one other Bill of considerable importance, which Government intended to bring in, and which was founded on a report of a select committee appointed to consider the manner in which the House exercised its jurisdiction with respect to contested elections. That committee was composed of hon. members who had been selected on account of their extensive acquaintance with the subject. The report, which had been some time before the House, suggested certain alterations in the law which it was the object of the Bill to carry out; therefore the principle of the Bill was already before the House. His noble friend the Chancellor of the Duchy of Lancaster, who was a member of the committee, would introduce the Bill, to which he did not anticipate any objection. He had now gone through the various measures before the House, or about to be laid before it, and had stated the intentions of Government with respect to each as far as circumstances enabled him to judge; but he must reserve to the Government the power of modifying this statement with respect to them, according to the progress which the Government Bills might make.—Colonel RAWDON said, there was one Bill of great importance, particularly in the north of Ireland, to which the right hon. baronet did not allude, and which was not yet before the House. He alluded to the Presbyterian Marriages Bill. He should be happy to hear what were the intentions of Government with respect to it.—Sir R. PEEL said, as a general rule, he thought it would be better not to refer to measures which were not before the House; but the Bill to which the hon. and gallant member had alluded was so important that he felt he was bound to deviate from that rule, and to state that the Government would persevere with the measure, which he thought would give satisfaction to all parties concerned; and he hoped that another session would not pass before the question was finally settled.

GAMING ACTIONS BILL.

TUESDAY, July 2.—Viscount PALMERSTON moved for leave to bring in a Bill to continue, till the end of next session of Parliament, the Act of the present session, c. 3, for suspending certain actions under the provisions of several statutes for the prevention of excessive gaming.—After a few words from Mr. M. Gibson and Sir James Graham, the motion was agreed to.

CUSTOMS' DUTIES (ISLE OF MAN) BILL.

WEDNESDAY, July 3.—This Bill passed through committee. The report was ordered to be received on Thursday.

The Linen Manufactures (Ireland) Bill was read a third time.

JOINT STOCK COMPANIES' REGISTRATION AND REGULATION BILL.

Mr. GLADSTONE moved the order of the day for going into committee on this Bill.—Mr. HAWES objected to the Bill as having been brought in without any notice to the parties immediately concerned; and also as giving to the Board of Trade an almost unlimited control over all present and future joint-stock companies. It had been said that this was recommended by a committee on joint-stock companies, as being intended to prevent the formation of fraudulent joint-stock companies. He denied that it would have that effect. The real object was to give a power of interference to the Executive in all great commercial speculations, with which it ought to have nothing to do. The Board of Trade ought not to have any such power, for the Right Hon. President of that Board seemed to have strong objections to the employment of capital in those large undertakings to which the country was so much indebted. He would now move that the House do resolve itself into the committee that day six months.—Mr. HAYTER seconded the amendment, and expressed his full concurrence in all the objections taken by his hon. friend.—Mr. GLADSTONE defended the Bill, which he hardly thought could have been tortured into a party question. Whatever were its merits, the Government did not claim any praise for it. The Bill emanated from the Select Committee on Joint-Stock Companies, of which the hon. member for Lambeth was one. He denied that the Bill had any injurious tendency. On the contrary, its great object would be most useful, because it would enable any person wishing to become connected with any joint-stock company to go to a particular office, where he would find all the particulars about the company which it was important to know, and which would prevent his being taken in by needy speculators using the names of honourable men for the purposes of fraud, or for the reckless chance of obtaining the management and control of the funds belonging to others. The hon. member for Lambeth had said, that this was an attempt to grasp at increased power by the Board of Trade. The hon. member was a lawyer, he believed. Did he ever read the Letters Patent Act? Was the hon. member aware that the Board of Trade had at the present moment the power, in conjunction, of course, with the Privy Council, to advise her Majesty to grant larger powers to joint-stock companies, or to individuals, than could be possibly given by this Bill, which limited, rather than increased, the power of the Board of Trade? He denied that the Bill was intended to apply to present joint-stock companies further than a registration of their names and objects. It was in all other respects prospective. —Mr. GODSON supported the Bill, on the ground that it would prevent the future formation of fraudulent joint stock companies, by many of which, as was proved before the Committee on Joint Stock Companies, the greatest frauds were committed, to the utter ruin of many unfortunate persons who had embarked their capital in them.—Lord SEYMOUR wished to ask the President of the Board of Trade whether he would exclude at once railway companies from this Bill, and not deal with them indirectly, as this Bill would do? This would greatly facilitate the future progress of the Bill.—Mr. GLADSTONE, in answer to the question put by the noble lord (Seymour), said he had not made up his mind as to the exception of railways, but the leaning of his mind was, that the exercise of any discretionary power should not be allowed to the Board of Trade with respect to railways. What he would suggest at present was, that they should go on with the clauses generally, and when they saw what the Bill would be made in committee, then they might consider the question as to how far railways should be excepted.—Sir J. GUEST objected to the application of the Bill to railway shares, which would give too much power to the executive over all sorts of joint-stock companies.—Mr. M. PHILIPS said he had come down to the House that morning in considerable doubt on the subject of this Bill, but he owned that, having heard the debate, he came to the conclusion that there was nothing said which should induce him to refrain from going into the committee. The amendment was negatived without a division—and, the Speaker having left the chair, the House went into committee (Mr. Pringle in the chair). Clause 1 was agreed to. On clause 2 (defining the operation of the Bill), it was proposed that its provisions should not apply to any joint-stock company at present incorporated by statute or charter, except as hereinafter provided. This was agreed to, as was also an amendment excluding foreign companies having agencies in this country from the operation of the Bill. It was next proposed that the Bill should apply to Scotch and Irish joint-stock companies having agencies here. After some discussion as to what might be considered "agencies," Mr. GLADSTONE said he would consent to let the Bill apply to Scotch and Irish joint-stock companies having establishments in this country.—Mr. HAYTER saw no distinction between "agencies" and "establishments."—Mr. GLADSTONE would consent to pass the clause as it now stood, and take the objection on the report.—Mr. GILL, at a quarter past 4 o'clock, moved that the Chairman do report progress, and ask leave to sit again to-morrow. After a somewhat noisy conversation—discussion it could scarcely be called—the question, that the Chairman do report progress, was put and agreed to without a division, and the Chairman having reported progress, obtained leave to sit again on Thursday.

BIRTHS, DEATHS, AND MARRIAGES.

The fifth annual report of the Registrar-General of Births, Deaths, and Marriages in England (lately issued from Somerset-house) embraces a large mass of deeply interesting and important matter. The whole of the report, of which we purpose giving an abstract, deserves to be carefully perused and studied by all who take an interest in vital statistics. The mode in which the document is drawn up reflects great credit upon Mr. George Graham, the Registrar-General. He has displayed great industry in the collection of his facts, and talent and ingenuity in their arrangement and classification. The marriages, births, and deaths in the years 1839, 1840, and 1841 were as follows:—

	1839	1840	1841
Marriages ..	123,166	122,665	122,496
Births	492,574	502,303	512,158
Deaths	338,979	359,634	343,847

The marriages in 1841 were 1 in 130; births, 1 in 31: deaths, 1 in 46 of the population, the average of the two preceding years having been of marriages, 1 in 127; births, 1 in 31; deaths, 1 in 45. Thus in 1841, 769 marriages, 3,217 births, and 2,160 deaths, were registered to every 100,000 of the population. The marriages have diminished slightly in number every year. The falling off was chiefly in the metropolis, in Cheshire, Lancashire, Yorkshire, and the western division of the kingdom. There was a remarkable decrease in Monmouthshire. The fluctuation is coincident with the depression or prosperity of industry or trade in various parts of the country. The greatest number of marriages took place in autumn, and the smallest in winter. The report contains an abstract of the number of widows and widowers re married in the last half-year of 1841. It appears of 65,498 women married, 5,888, or 9 in 100, were widows; of the same number of men 8,476, or 13 in 100, were widowers. During the years 1839, 1840, and 1841, the average annual number of marriages was 122,777, so that 106,957 men, and 111,765 women, or 218,740 persons, marry every year.

One in every 72 males and 1 in 72 females are married annually in England. The proportion of remarriages is greatest in the metropolis and in the northern, western, and York divisions, where the mortality is highest, and where families are therefore most frequently broken up by the death of the husband or wife. Under the age of 21, 5,362 men and 16,285 women were married. This is a startling discrepancy. 33 in 100 men and 49 in 100 women married in 1841 signed the registers with their marks. Of the 122,496 marriages in 1841, 114,371 took place in conformity with the rites of the established church; 13 by special license; 972 by superintendent-registrar's certificate. By bans 94,298 were married; by license 19,088. Of the 8,125 marriages not performed in the established church, 5,882 were in registered places of worship, 2,064 in superintendant-registrars' offices, 66 between Quakers, and 113 between Jews. During 1841, 151 additional buildings have been registered for the solemnization of marriages.

BIRTHS.

In 1841, 512,158 births were registered; in 1840, 502,303, 1839, 492,574. Three births were registered to every two deaths. The rate of births over deaths during the three years (1839, 1840, and 1841) was 474,575, or 158,192 annually. More births take place in winter than in summer.

Years.	Winter	Spring.	Summer.	Autumn	Total.
1839..	123,543	128,806	120,115	120,110	492,574
1840.	132,305	129 039	119,822	121,117	502,303
1841.	133,720	129,884	123,868	124,086	512,150
Total	389,568	387,740	363 805	365 913	1,507,027
Mean	129,856	129,250	121,268	121,971	502,445

In the last two quarters of 1841, of 248,554 children registered, 15,879 were illegitimate; so 1 in 16 of the children born in England is not born in wedlock. In England 64 to 100 children are born illegitimate. The proportion in France is 71 in 100. Of the legitimate births the boys are to the girls as 105·4 to 100·0; of illegitimate births the boys are 108·0 to 100·0.

DEATHS.

The deaths in the year ending December 31, 1841, amount to 343,847. Upon comparing the deaths in 1840 and 1841 there will be found a decrease of 16,787. The deaths were more numerous (99,069) in the winter of 1841 than in the winter of any preceding year; but in the spring the decline commenced, which reduced the mortality in the following quarters below the mean mortality of the four years. The deaths in the four winter quarters, viz. those of 1839, 1840, and 1841, were 385,764; in the four summer quarters, 305,333; the deaths in the four springs, 355,248; in the autumns, 338,662. If the mortality were uniformly at the same rate as in the winter, 391,059 deaths would happen annually; if at the same rate as in summer, 302,827 deaths would be registered. These exhibit the striking effects of cold upon mortality; also of the crowding and privations to which a considerable portion of the population is necessarily more exposed in cold than in warm weather. The births and deaths are most numerous in winter, marriages in autumn; whilst the smaller number of births and deaths occur in summer, and marriages in winter. An elaborate tabular statement, we are happy to say, establishes a decrease of the high rate of mortality which prevailed in 1839 and 1840 in the manufacturing divisions. The marriages and births are most numerous where the mortality is highest. At the age of 15 the loss of life among girls is greater than the loss of life among boys, and it continues so for the next five years of life, when both sexes are more detached from the care of their parents, and the majority pursue the professions or trades by which they afterwards gain a livelihood. The mortality appears to increase rather rapidly from the age of 12 to 15; and then at a slow regular rate from 15 to 55 years. Supposing 100,000 children born on the 1st of January, 1841, 66,059 would attain to the age of 20. It has been stated that 51,274 boys were born alive to 48,726 girls; but the mortality in infancy was greater among boys than girls, so that 31,958 males attain the age of 25, and 31,623 attain the age of 24. This is about average age in England, and at this period the number of the sexes is nearly equal. About four-fifths of the males who attain the age of manhood marry, the proportion of women who marry being the same. Of the 100,000 persons born during the year, 50,301 attain the age of 45—viz. 25,311 men and 24,990 women. The chance of living from 25 to 45 is said to be in favour of English women. The violent deaths of men on rivers, seacoasts, mines, in the streets, in travelling, in their dangerous occupations; the mental agitations and anxieties, terminating unhappily sometimes in suicide; the accumulation of workmen in ill-ventilated shops, &c. counterbalance the dangers and sorrows of childbearing. Of 100,000 persons at the age of 60, 37,996 will be alive; 24,531 attain the age of 70; 11,823 men, and 12,708 women, the mortality of women being less than that of men after the age of 55. At the age of 80 the 100,000 is reduced to 9,398, so that 9,000 of the children born in 1841 would be alive in 1921. After the age of 80 the calculations are not so certain. Admitting the basis of the observations as to the probabilities of life to be correct, of the 100,000 persons born in 1841, 1,140 will attain the age of 90; 16 will be centenarians; and of the 100,000, 1 man and 1 woman, like the lingering barks of an innumerable convoy, will reach the distant haven in 105 years, and die in 1945.

> "Crebrescunt optatæ auræ, portusque patescit
> Jam propior."

The report contains some highly important observations on the "expectation of life" at different ages, to which we direct the especial attention of actuaries of insurance-offices. It appears from the calculations made by the registrar-general, that the expectation of life at five years is 50 years; at ten, 47; at twenty, 40, at thirty, 34; at forty, 27; at fifty, 21; at sixty, 14, &c. The average age at which persons aged 30 will die is 64 years: and 74 is the average age at which sexagenarians will die. At birth the expectation of females' lives is more by two years than that of males'; at 20 it is 40·81 years, that of males being 39·88 years; at 50 the expectation of females is 21·07; that of males, 20·02; during the whole period of life after the first year the difference in the expectation does not exceed 1·17 year. An interesting table attached to this part of the report clearly establishes that the notion so generally entertained of the superior vitality of the female sex is exaggerated, and is based upon most inconclusive evidence. Some calculations are made as to the relative duration of life in three different portions of the population of this country—the population of Surrey (out of the metropolis), of the metropolis, and of Liverpool. In Surrey, in 1841, the deaths were 4,256; in Liverpool, 7,556. In Surrey, in 1841, the deaths were 4,256, in Liverpool, 7,556. Out of 14,450 boys under 5 years of age, 2,037 died in Liverpool; of 14,045 boys in Surrey, only 699 died in the same time. By this immense mortality in Liverpool the number of males living at the age of 10 to 15 is reduced much below the number in Surrey at the corresponding age. Living in Surrey, aged 20 to 30, are 15,746, but the influx of immigrants into Liverpool raised the number of males living there at this age to 23,494, who are rapidly cut down by sickness and death, so that at the age of 45 to 55 only 7,504 males were enumerated in Liverpool, while 9,281 were living in Surrey. According to the Surrey observations, 75,423 of 100,000 children born attain the age of 10 years; 52,060 live to the age of 50; 28,038 to 70; in Liverpool only 48,211 of 100,000 live 10 years; 25,878 live 50 years; and 8,373 live 70 years; in the metropolis, 64,921 live 10 years; 41,309 live 50 years; and 16,344 live 70 years. The probable duration of life in Surrey is 53 years; the metropolis 40 years: the mean duration of life does not differ so enormously; it is, however, 45 years in Surrey; 37 in the metropolis; and only 26 years in Liverpool; at the age of 30 the expectation of life is 35 years in Surrey; 27 years in Liverpool. At 50 the expectation of life is 21 years in Surrey, and 16 in Liverpool.* The duration of life in England is 41 years; if the population were stationary the mean age of those who died would be 41 years; and 1 in 41 would die every year. The population has, however, increased 1·41 per cent. annually during the last 40 years; and we find that the mean age of the persons who died in the year 1841, instead of being 41, was 29 years; while 1 in 46 of the population dies. On the subject of the influence of professional employment upon the duration of life, it is observed in the report:—

"'The numbers following different professions fluctuate more than the general population; the relative proportion of young and aged persons varies from year to year; certain professions, stations, and ranks, are only attained by persons advanced in years, and some occupations are only followed in youth. Hence it requires no great amount of sagacity to perceive that 'the mean age at death,' or the age at which the greatest number of deaths occur, cannot be depended upon in investigating the influence of occupation, rank, and profession upon health and longevity. If it were found upon an inquiry into the health of the officers of the army on full pay, that 'the mean age at death' of 'cornets, ensigns, and second lieutenants' was 22 years; of 'lieutenants,' 29 years; of 'captains,' 37 years; of 'majors,' 44 years; of 'lieutenant-colonels,' 48 years; of general officers, ages still further advanced; and that the ages of curates, rectors, and bishops, of barristers of seven years' standing, leading counsel, and venerable judges, differed to an equal or greater extent, a strong case might no doubt be made out on behalf of those young, but early-dying cornets, curates, and juvenile barristers whose 'mean age at death' was under 30. It would be almost necessary to make them generals, bishops, and judges, for the sake of their health. Those commercial bodies—the assurance societies—are happily so considerate and liberal, that they do not attach the slightest importance to the mean age at death, but assure the lives of young men of all the professions at the age of 24 upon the calculation that they will live 38, or at the least 31 years, and pay 38 or 31 annual premiums on an average before they die; while they make the bishops, judges, and generals who go to insure their lives at 60 pay as if they would live but 13 or 14 years. It will be found, in fact, from the return below, that the ages of different ranks of officers differ as much as 'the mean age at death' was supposed to differ in the first part of the paragraph; and we learn from another source, that the mortality of ensigns and lieutenant-colonels is inversely as the ages of the officers alive, and without doubt inversely as the 'mean age at death.' The annual mortality of lieutenant-colonels was 1 in 36, of ensigns 1 in 99."

The above calculations are partially based upon a return of the age of 4,866 officers of the army upon full pay, June, 1838. The mean ages at death of dressmakers is exceedingly low. It will be found still lower in boarding-schools and at Christ's Hospital; the majority of dressmakers are between the ages of 16 and 26. The expectations of life are the same at births in the "rural districts" of Ireland as in England; they are less after 20, but agree remarkably at all ages with the expectations of life in the metropolis. It is a curious fact, established by the "Irish Tables," that the men appear to live longer than the women in the "rural" districts, and the women longer than the men in the "civic" districts. In England, the lives of females exceed those of males by about a year, except at birth, when the difference is greater. In Surrey, the females, from the age of one year and upwards, live little longer than the males; the difference is greater in the metropolis, where it amounts, at some ages, to two or three years. This may, perhaps, account for the difference in the expectation of life deduced from male and female annuitants.

We must reserve for another occasion our remarks upon Mr. Farr's valuable commentary on the causes of death in 1841.

* Before the annual abstracts of deaths were published Liverpool was considered to be one of the healthiest spots in England!

CONTROVERTED ELECTIONS.

REPORT.

The Select Committee appointed to consider the Acts in force with respect to the trial of Controverted Elections, and to report their opinion, whether any and what amendments can be made calculated to improve the provisions of the said Acts, have agreed to the following report:—

Your committee have carefully reviewed the Act 4 & 5 Vict. c. 58, which (continued by the Acts 5 & 6 Vict. c. 73, and 6 & 7 Vict. c. 47), has regulated the trial of controverted elections since the commencement of the present Parliament.

This statute will cease to have effect on the 1st of August next, or at the end of this present session.

Your committee have also examined four gentlemen, who, since the passing of the Act, have (as counsel very extensively employed), had very ample opportunities of forming an opinion of the manner in which the present law has worked.

Your committee have likewise considered the representations of Mr. Collett, M.P. for Athlone, and of Mr. Wason, who (having been returned as member for the borough of Ipswich, and having been unseated by the decision of an Election Committee) complained of the practical operation of this statute, and suggested alterations in its enactments.

Your committee have, however, seen no reason to recommend any material changes in the provisions of the existing law, with the exception of the number of members of which an Election Committee should hereafter consist.

In respect to this important point, it has seemed to your committee expedient to recommend a reduction of the number of the members of an election committee from seven to three.

The minutes of the proceedings of your committee will shew to the House the views entertained by its several members on this subject.

Your committee have considered that amendments might be made with advantage in several clauses and provisions of the Act, but they are chiefly formal, and are not of a nature to require observation.

Your committee have had a Bill drawn in conformity with their views on these several points, and submit it, together with the evidence which they have taken and the minutes of their proceedings, for the consideration of the House.

PRIVATE BANKS.—The following is a return to an order of the Hon. the House of Commons, dated 16th May, 1844, for an account of the number of private banks which became bankrupt in the years 1839, 1840, 1841, 1842, and 1843, with the amount of dividends paid, so far as the same can be ascertained:—

Year.	Number of Bankruptcies.	Of which were Banks of Issue.	Number that paid Dividends, and Amount of Dividends.
1839	9	....	1 under 5s. 1 under 10s. 7 no dividend.
1840	24	8	2 under 5s. 4 under 10s. 1 under 15s. 17 no dividend.
1841	26	11	5 under 5s. 6 under 10s. 1 under 15s. 1 under 20s. 13 no dividend.
1842	12	4	2 under 5s. 9 no dividend. 1 not ascertained.
1843	11	6	2 under 5s. 1 under 10s. 1 under 15s. 1 under 20s. 6 not ascertained.

RAILWAY LEGISLATION.—The introduction of Mr. Gladstone's Railway Bill into the House of Commons has created considerable alarm in the railway community, and deputations from most of the companies are now in town for the purpose of taking steps to oppose it. A meeting was held on Wednesday, at which the representatives of the following companies were present:—Liverpool and Manchester, Manchester and Birmingham, Great Western, South Western, Great Midland, York and North Midland, Great North of England, Newcastle and Darlington, Sheffield and Manchester, Sheffield and Rotherham, Manchester and Leeds, Hull and Selby, London and Brighton, Bristol and Exeter, Bristol and Gloucester, Eastern Counties, Northern and Eastern, and South Eastern. A resolution was unanimously adopted, to the effect, that the Government Railway Bill contains provisions of a most objectionable character as affecting the interests of railway companies; and that the reports on which the Bill is founded lead to the conclusion, that a system of government interference with railways is contemplated, which is wholly uncalled for and inexpedient as regards the public interests, and should be strongly resisted by existing railway companies. It was considered that the attempt to pass such a Bill at so late a period of the session, and with so short a time for the due consideration of its details, was most unjust, and the meeting resolved to memorialise Sir Robert Peel, praying that it may not be further proceeded with during the present session. It was also resolved that an interview should be solicited with the right hon. baronet, the deputation to consist of the gentlemen present at the meeting.—*Globe.*

THE MAGISTRATE.

Summary.

No topic of interest requires particular notice in this place.

REVIEW OF SESSIONS CASES

IN EASTER AND TRINITY TERMS, 1844.

(*Continued from page 249.*)

POWER OF QUARTER SESSIONS TO QUASH AN INDICTMENT.—This question arises in the case of *Reg.* v. *Wilson and Others* (1 Bit. & Sym. V.R. 25). It is a matter of great interest and importance as a point of Sessions practice, and we shall therefore comment rather largely upon it. It appears that Mr. Augustus Newton, the barrister, preferred an indictment at the Gloucester Sessions against the defendants for a forcible entry, which Greaves, their counsel, argued should be quashed; which was accordingly done. The defect was not only that termed duplicity in pleading language, that is, containing two or more distinct charges in the same count; but the three first counts charged different defendants, which is clearly bad. (*R.* v. *Kingston and Others*, 8 East, 41.)

The question here is, not whether the indictment was good or bad, but whether the Sessions have power to quash indictments at all. This is the point with which Mr. Newton grapples. Mr. Serjeant Ludlow, who presides as Chairman of the Gloucester Sessions, took Mr. Greaves's view of the matter, and exercised the power. The Queen's Bench have as yet decided nothing, except that they will see the order; which has been accordingly brought up by *certiorari.*

The power of quashing indictments has been long exercised by the Judges of the superior courts, wherever they appeared so bad that a judgment thereupon given must clearly have been erroneous. (Q. B. Hawk. P. C. c. 25, s. 146.) This power has frequently been had recourse to; and, in *Talfourd's Dickinson's Quarter Sessions*, we find it treated as a power quite as much within the jurisdiction of the Sessions as of the judges of assize. (See pp. 169, 171, 496.) It is often exercised in quashing duplicate indictments, where a second has been preferred. We have been at some pains to find a single case which even favours the idea that Sessions have less power than judges on this point, and we have found none. True it is that Mr. John Jervis, in a paragraph in p. 65 of his *Archbold's Pleading*, excepts Sessions and inferior courts from the power of quashing indictments; and says, they should, if found in such courts, be removed to the Queen's Bench, and quashed there. We believe this dictum, which seems to be supported by no sort of authority, originates in a misconception of the cases of *Rex* v. *Bainton* (2 Strange, 1088), *Reg.* v. *Rigby* (8 Car. & Payne, 770), and others, where indictments for offences over which the Sessions had no jurisdiction having been tried there, were removed by *certiorari*, and quashed by the Court of Queen's Bench. But this may well be, and yet the Sessions may have had power in the first instance, and at the proper time, to have quashed these indictments themselves, had they chosen to exercise it. Mr. Newton cites *R.* v. *Hampshire* (9 Dowl. 171), which merely decides that the Quarter Sessions have a power, expressly limited by statute, in cases of orders of bastardy alone. *R.* v. *Taylor* (9 Dowl. 600) was also cited on the same side; and only shews that, where an objection may be taken by demurrer, indictments will not be quashed by the Queen's Bench. *Rex* v. *The Justices of the West Riding* (5 T. R. 629), also cited on the same side, has reference solely to the power of the Sessions under a highway Act.

In this dearth of authority against the jurisdiction of the Sessions to quash indictments, let us see the general ground upon which that jurisdiction seems to us to stand.

The powers given to the justices at Sessions are conferred by 34 Edw. 3, c. 1, and it is therein enacted, that they have authority "de faire emprisoner et duement punir *selonc la ley* et custumes du Roiaulme, *et selonc ce quils verront mieultz affaire par lour discretions et bon avisement.*" Lord Chief Justice Holt in citing this statute, says, "thereby they were *judges* of a court of record." (*Harcourt* v. *Fox*, 1 Shower, 528.) Now if they are judges, having by express statute the fullest authority to exercise discretion in its widest scope, how can it be held that they are divested of a discretionary power clearly exercised by judges, frequently exercised by themselves, which no statute has disturbed, and no judgment questioned?

EVIDENCE OF SETTLEMENT BY RELIEF—GROUNDS OF APPEAL.—The case of *Reg.* v. *Bedingham* (1 Bit. & Sym. V. R. 2) tends to settle the law on this point, and confirm the correct view that relief to non-resident paupers is merely evidence of their settlement in the relieving parish, and not a class of settlement itself, as laid down by Mr. Gael, p. 190. *Rex* v. *Wakefield* (5 East, 335), and *Rex* v. *Stanley* (15 East, 355), established relief as sufficient evidence, where it was not rebutted, of a settlement, although the settlement was not known, and this is the full extent to which subsequent cases have gone. In *Reg.* v. *Carnarvonshire* (1 Gale & Dav. 423), the Court held relief to be evidence of "the most cogent description," and sufficient of itself, unrebutted, to establish a settlement, although *what* settlement was not known. In this case of *Reg.* v. *Bedingham* a settlement by hiring and service, and also relief while non-resident in the appellant parish, were relied upon by the respondents, and the ground of appeal was simply that there was no settlement by hiring and service, or by any other means; and it was held that, although the appellants made no express statement of intention to shew that the relief given by them was under a mistake, they were entitled to do so, because, having given notice of their intention to dispute the settlement itself, they had entitled themselves to answer what was mere evidence of that settlement. There cannot be a stronger proof that the Court does not hold relief in itself to be a settlement.

The case of *Reg.* v. *St. Giles-in-the-Fields* (1 Bit. & Sym. V. R. 6) is another case which turns upon the same point. There the relief had, however, been afforded by the parish by placing the pauper in a house where the poor were maintained by contract at the expense of the parish; but this was held to be virtually a maintenance of the pauper in the parish, and no proof of settlement there, for it has been long held, that to maintain a pauper nowise settles him where the maintenance is afforded, so long as he was at the time he became chargeable in the parish. (*Rex* v. *Coleorton*, 1 B. & Adol. 25.)

PREVIOUS RECEIPT OF PAUPER—EVIDENCE OF SETTLEMENT.—(*Reg.* v. *Fewston*, 1 Bit. & Sym. V.R. 22.) The wife had been previously removed to Fewston as the wife of A B. This was held sufficient *primâ facie* evidence of A B's settlement there, and the Court refused to allow the case to be sent back to be re-stated, so as to raise the question, whether or not evidence should have been received to shew that the wife was sent at first improperly, as without the husband's consent, or that she was sent to her maiden settlement. The Lord Chief Justice recommended counsel to be careful how they drew cases up. It was pretty evident here that it was the intention of the parties to have mooted these points, but they were precluded from doing so by the mode in which the case was stated.

TENEMENT SETTLEMENT—EVIDENCE.—In *Reg.* v. *Leeds* (*Leeds* v. *Preston*) (1 Bit. & Sym. V.R. 23), a tenement settlement was based on this evidence:—"I took the house for a year, at, I believe, 19*l.*; but I am not certain whether it was a pound more or less. I entered on and resided in the house until October, 1831, &c. *I paid rent for the whole time of my tenancy.*" The statute applying to this period, 59 Geo. 3, c. 50, requires that the house and building should be held, and such land occupied, and the rent for the same actually paid, for the term of a whole year at least. This is not clearly stated to have been complied with in the above evidence. "I paid rent for the whole time" may mean *some* rent; the amount paid must be specified.

RATE-PAYMENT SETTLEMENT—EVIDENCE.—In *Reg.* v. *St. Olave's, Southwark* (1 Bit. & Sym. V.R. 24), it was held that the evidence of a rate-payment must expressly state that the rate was paid for the precise time during which the house was held. Great care is taken in the examination in this case to shew that the pauper occupied the house at the time (which is immaterial), and it is omitted to state that he paid the rate for and during the period of such tenancy. In the form given in *Parish Settlements*, p. 191, this omission is obviated by stating the dates of the rate-payment as equal to as the period of the tenancy. Where this can-

not be done, it is safest to say that the rates were paid for and in respect of the said house, &c. and for and in respect of, and during, the said period of the said tenancy thereof. In fact, the nicety of special pleading is requisite, and parishes and parish-officers must in all cases act by legal advice, which will be the least costly course in the long run.

HIRING AND SERVICE, EVIDENCE OF.—*Reg.* v. *Catterall* (1 Bit. & Sym. V. R. 12) exhibits the particularity required in the evidence of a hiring and service. It is essential, according to this case, that the pauper should be stated to have been hired for a year at least. The words "he was not engaged for any particular time," applied to the case of a boy whose master "found him board, washing, lodging, and clothes for so long a time as he stayed," were held to afford no sufficient evidence of a hiring, although the service continued above three years. It was contended in the argument that *Rex* v. *Wincanston* (Burr. S. C. 299) was an authority in favour of the order. There, likewise, there was no hiring for any given period, but it was held to be a hiring for the year, there being no reason to presume the contrary. This rule has been since abandoned, and the case of *Reg.* v. *North Bovey* (1 Gale & Dav. 701) decides, that this fact cannot be left to inference; it must be distinctly stated that the hiring was for a year.

APPRENTICESHIP SETTLEMENT, EVIDENCE OF.—*Reg.* v. *Chiswick* (1 Bit. & Sym. V.R. 4) decides that the magistrates' allowance of the indenture of a pauper's apprenticeship must be proved, as well as the binding by the parish. This the parish might have known. It is part of the rule that legal evidence must be given of all the essential parts of the settlement, and the allowance is essential.

ROAD RATES.—*Reg.* v. *Wiggenhall St. Germains* (1 Bit. & Sym. V. R. 20) decides that so long as a road made under a local Act follows the prescribed *termini*, it is no exemption from the liability of supporting it that it does not precisely follow the meanderings of a river along the bank of which it is to run. And wherever a road has been dedicated to, and adopted by, the parish, it must be repaired by it.

The case of *Reg.* v. *W. Rose, esq.* (1 Bit. & Sym. V. R.) decides a doubt which arose from the wording of the Highway Act, 5 & 6 Wm. 4, c. 50, of which section 27 enacts that the rate shall be levied on all woods usually rated to the poor-rate. It appears that, in various previous statutes, the woods in question had been rated to the poor-rate, but that latterly this had not been the case in the parish in question, and the point was, whether the custom in the parish or the county was to be followed. The Court held that the words "usually rated" apply to the custom in the particular parish, and not the custom in general, which it would be less easy to ascertain, and would be scarcely definite enough as a standard.

SURVEYORS OF ROADS.—Where two separate surveyors of roads are appointed in the same parish, but to act in different portions thereof, there being one common fund of rates for the parish, payment to either suffices. (*Reg.* v. *W. S. Wood, esq.*, 1 Bit. & Sym. V. R. 26.) The same case decides that a *mandamus* will not go to compel one magistrate to concur with another in ordering a distress for the levy of a rate under such circumstances.

Reg. v. *Frampton* (1 Bit. & Sym. V.R. 29) shews that when an indictment for non-repair of a highway has been preferred against a person who, *ratione tenuræ*, was bound to repair it, the defendant must shew repairs done *since the verdict* to entitle him to be discharged from the indictment.

Peters v. *Clarson* (1 Bit. & Sym. V. R. 55) decides that justices at Special Sessions have jurisdiction to settle questions as to the compensation to be paid to the owners and occupiers of land for damage done by the removal of materials, under section 54 of the Highway Act. It also decides that no action of *trespass* can be maintained against a surveyor for any damage done under the 54th or 67th sections, because no payment of compensation for such damage has been made, such compensation not being a condition precedent to the right of the surveyors to enter in order to repair.

CERTIFICATE FOR COSTS OF INDICTING FOR NON-REPAIR OF BRIDGES. — The case of *Reg.* v. *Merionethshire* (3 Law T. 241) determines that under 43 Geo. 3, c. 56, the whole of 13 Geo. 3, c. 78 was virtually re-enacted, and that the power to justices to grant a certificate for the costs of a prosecutor, who under the Highway Act indicts for the non-repair of *bridges*, still remains. The 43 Geo. 3, c. 59 is not repealed by the last Highway Act, 5 & 6 Wm. 4, c. 50, s. 90; and though the latter Act gives no power to certify in the case of bridges, the 43 Geo. 3, c. 59 does give it.

THE RATING OF RAILWAYS.—The great case of *Reg.* v. *The Grand Junction Railway*, which is fully reported in the second part of *Bittleston and Symons's Reports of Magistrates' Cases*, p. 29, has decided the knotty point of how to rate railways which let their lines for certain tolls to other parties, as well as carry on their own traffic. The Court, after long and wearisome argument, decided that the railway proprietors were rateable for the improved value to their land in any parish by all the profits arising from their own trade on the line *plus* the tolls they received from the other parties. This being the standard, they are to ascertain what a tenant might reasonably be expected to give according to the terms of the Parochial Assessment Act, in the following manner:—Given the gross receipts of the company, there must be deducted therefrom, 1st, a per-centage for interest on the capital invested in the trade; 2nd, a per-centage for tenants' profits and profits of trade; 3rd, a per-centage on the capital for the depreciation of the stock in trade beyond all usual yearly repairs; 4th, a sum for the yearly cost of conducting their business; 5th, the fair yearly value of stations, offices, stores, &c. separately rated in the parishes where they are situated; 6th, a sum per mile for renewing rails, chairs, sleepers, &c.

CRIMINAL INFORMATION.—In *Ex parte the Duke of Marlborough* (1 Bit. & Sym. V. R. 26) the Court decided that no criminal information could be granted for imputations, however grievous, directed against a magistrate, and even against his magisterial character, as long as they consisted of mere words spoken, there being great difficulty in ascertaining, and great liability to misunderstand, what was actually said. This case applied to Mr. Humfrey's speech, at the last Woodstock election, in which he had imputed certain misconduct as a magistrate to the Duke of Marlborough. In such cases an action for slander is the proper remedy.

POOR-LAW APPOINTMENTS UNDER LOCAL ACTS.—The guardians of the poor are bound to obey the orders of the Poor-Law Commissioners in the appointment of masters of workhouses and other officers, even though they may have local Acts under which the appointment of masters of workhouses is made. The power of the commissioners is paramount; and evasive regulations made by the guardians will be set at naught, and a *mandamus* go to enforce obedience. The case of *Reg* v. *The Guardians of the Poor of the City of Oxford* (1 Bit. & Sym. V. R. 38) will be a warning to refractory boards of guardians.

MISCELLLANEOUS POINTS.

Complaint, by whom made.—The complaint of chargeability need not be in writing at all under 13 & 14 C. 2, c. 12. It may be verbally made. This was incidentally stated in the judgment in *Reg.* v. *Bucks* (2 Gale & Dav. 560), and has been decided by *Reg.* v. *Bedingham* (see above), by which case it is also determined that one overseer may make the complaint for and on behalf of the rest, it being stated in the order as being the act of the overseers.

Notice of appeal, by whom signed.—The case of *Reg.* v. *Surrey* (1 Bit. & Sym. V.R. 4) decides that the signature of an overseer by another party for him, without proof of authority to do so, does not avail; neither is the signature of a guardian elected for a parish not under the Gilbert Act of any avail in giving notice of appeal, which must be signed by a majority of the churchwardens and overseers: by three, at least, out of four, according to the 81st section of 4 & 5 Wm. 4, c. 76. This seems a simple rule, but it is often neglected.

A warrant of commitment containing a conviction under the Master and Servants Act, must in express terms shew that it was made upon evidence *taken in the presence of the prisoner*; or, it is bad. (*Re Tordoft, Fisher, and Others*, 1 Bit. & Sym. V.R. 17.)

Jurat to the examinations.—*Reg.* v. *Shipston-upon-Stour* (1 Bit. & Sym. V.R. 41) increases the nicety required in the caption and *jurat* of examinations. Let great care be taken that each examination appear to be taken on oath, before the same magistrates who made the order; and that not only the caption, but the *jurat*, set forth the jurisdiction of the magistrates. "Taken and sworn this 31st day of December, 1842, before us, W. D. and H. T." is fatally defective without the addition of "two of her Majesty's justices of the peace, acting," &c. In this case the examination of the first witness only appeared by the caption to have been properly taken, but there was nothing to connect the next witness's examination with the jurisdiction, except being written upon the same piece of paper, which of course was not enough.

The Court went to the extreme length in this matter in *Reg.* v. *Silkstone* (2 Q. B. 620), in which the examination was held sufficient, though the caption stated it to be taken before "*me*," the *jurat* being in the plural, and signed by two magistrates. The Court have again laid it down that the Act requires the *whole* of the examinations to be sent to the receiving parish; of these, the caption and *jurat* are of course among the material parts.

Evidence of settlement on cross-examination.—There seems to be no objection to the proof of a subsequent settlement by the cross-examination of the respondent's witnesses, so long as the appellants had included such settlement among their grounds of appeal. (*R.* v. *Wrexham Regis*, 1 Bit. & Sym. V. R. 49.)

Costs after abandonment of order of removal.—The case of *Reg.* v. *Stayley and Tounstall* (2 Per. & Dav. 676) derives confirmation in that of *Reg.* v. *Merionethshire* (3 Law T. 201), in which case, on the 30th of January, the appellants gave notice of their intention to appeal, and the grounds of appeal were served in March. On the 29th of March, after service of the grounds of appeal, a *supersedeas* was served, and on the 9th of April the respondents went again before the magistrates, and obtained a fresh order of removal. The sessions were held on the 12th of April, and on that day the respondents tendered the sum of two guineas to the appellants in respect of their costs. This the appellants refused, on the ground that at that time a considerably greater sum had been expended by them in preparing for the Sessions, and accordingly applied to the Sessions for leave to enter the appeal, but they refused to allow it to be entered, on the ground that there was an order of Sessions providing that the sum of 30s. only should be allowed on appeals against orders of removal tried in such court, and that, therefore, the appellants might have got two guineas for their costs, which is 12s. more than they could have got by going to the Sessions.

The Court, however, allowed a *mandamus* to go to compel the Sessions to enter the appeal, for the purpose of allowing the appellants to prove and obtain better costs, clearly under the impression that the Sessions would not adhere to so unjust and absurd a rule as that of limiting the costs to 30s. in all cases.

The following Buildings are certified as places duly registered for solemnizing marriages, pursuant to the Act of 6 & 7 Wm. 4, c. 85:—Wesleyan Chapel, Redditch, Worcestershire; Thomas Day, superintendent registrar. Unitarian Chapel, St. James, Poole; Robert Hennings Parr, superintendent registrar.

THE LAWYER.

Summary.

It will be seen that the Lord Chancellor has made another trifling reduction in the fees of the Court, a reluctant sop to allay the indignation so loudly expressed at the flagitious Compensation Job. But such petty curtailments ought not to, and will not, satisfy the Profession or the suitors. The entire tree from which a twig has been lopped is an abuse, and ought to be rooted out, nor should any Chancellor be suffered to rest until the work is complete.

The numerous judgments reserved for this morning have compelled us to postpone the summary of the decisions of the two last Terms; but we hope it will appear next week. A similar summary of the changes made in the law by the new statutes will be given at the close of the Session.

It will be seen that we have adopted the plan of devoting a distinct department of the Law Times to a record of the progress of Real Property Law, that being a subject in almost daily requisition by the practitioner. There is no attorney, certainly no country attorney, to whom it will not be one of the most useful and interesting features of this Journal.

It has been suggested, that a half-yearly Digest of all the reports and statutes, according to the plan proposed last week, should form a portion of the Appendix, so that, bound with the volume of the Law Times, it would form a complete Index to the actual *law* promulgated during the period over which that volume extends. What say our readers? Do they approve the design? Will it have their support? We should like to have their opinion before it is positively begun, as the work would be a tedious one.

THE PROPERTY LAWYER.

We purpose from time to time, as space permits, to introduce, under this title, all such information relating to Real Property Law, as recent cases, parts of statutes, forms, &c. &c. as may be necessary to enable the practitioner to keep pace with the course of decision and legislation. As this is a branch of our law of extreme interest and importance in itself, and one in the practice of which every Attorney is more or less engaged, it is hoped that the devotion to it of a distinct department will be as acceptable, as it will be a novel and useful feature in the Law Times. It should be added, that no formal arrangement will be observed; abstracts of cases, original notes on points of real property law, parts of statutes relating thereto, and, it may be, occasional correspondence, and rare forms, will be miscellaneously collected under the above title.

I. Copyhold.—*Separate surrender of Freebench by Wife of a Bankrupt—Doctrine as to fictitious Forms of Conveyance.*

The last part of *Phillips* contains the report of a very important case (*Wood* v. *Lambirth*, 1 Phi. 8), upon the subjects named above.

The substance of this case was, that one J. B. becoming bankrupt, his assignees sold his copyhold estate to the defendant, according to the custom of the manor of *Tollesbury*. It appeared on the abstract of title delivered to the vendors, which commenced in 1734, that in 1787 the wife of the then tenant had joined her husband in a surrender of the estate by way of mortgage; and that afterwards, on the death of the husband, and the admittance of another party on the surrender by him made to the use of his will, the widow came, and, in open court, released to the purchaser her dower and customary estate.

The purchaser conceiving that this afforded evidence of a special custom in the manor, entitling the widow of a copyholder to freebench out of all copyhold lands of which her husband might be seized at any time during coverture, and the bankrupt having a wife at the time of the bankruptcy, who was still living, objected to the title that it was liable to her freebench.

To remove this objection, the wife of the bankrupt made the following surrender:—

"Be it remembered, that on the 11th day of July, 1829, Mary Brightwen, the wife of Isaac Brightwen, (the said Isaac Brightwen being a customary or copyhold tenant of the said manor), came, &c.; and she being first privately examined separately and apart from her said husband, and freely consenting, did, with the privity of the said Isaac Brightwen, in consideration of the sum of 30*l*. 4s. 2d. to her paid by Henry Lambirth, surrender into the hands of the lord of the said manor all and singular her right, title, and claim of freebench, dower, or thirds of, in, to, or out of all that, &c.; and all right, title, and interest, claim and demand whatsoever of the said Mary Brightwen of, in, or to freebench in respect of the said message and premises, to the use and behoof of the said Henry Lambirth, his heirs, executors, administrators, and assigns, according to the custom of the said manor.

"Mary Brightwen.
"Isaac Brightwen."

The purchaser still objecting, a bill for specific performance was filed; the Master reported the title to be good; to that report the defendant excepted; and, after argument, the following judgment was delivered by the Lord Chancellor (Lyndhurst):—

The Lord Chancellor.—The Master has found that a good title can be made to lot 19, and that it was first shewn on the 24th of August, 1829. To this report an exception is taken; and the only question necessary to be considered is, whether there be any objection to the title in respect of the freebench of the wife of Brightwen, a bankrupt, whose assignees are plaintiffs in the cause. The property being copyhold, and there being no proof of any special custom to the contrary, the right of the wife to freebench can only attach upon lands of which the husband dies seized, which has become impossible. It would therefore seem that this objection would, upon that ground alone, be incapable of being supported; but a surrender has been produced, dated the 11th of July, 1829, by which the wife, having been first privately examined with the privity of her husband, surrendered to the purchaser the copyhold premises, and all her title to freebench therein. This surrender was said to be inoperative, for two reasons: 1st, that the wife had not any interest in the land which could be the subject of surrender; and, 2ndly, that the husband was no party to the surrender. The first objection was in early times raised against the effect of fines to bar dower. (*Lampet's* Case, 10 Co. 46.) The surrender by the wife after being privately examined has always been considered, in cases of copyhold, as equivalent to the fine. If it were not so, the decree in *Brown* v. *Raindle* (3 Ves. 256) was a mere delusion upon the defendant. It was then objected that the husband was not a party to the surrender; nor was he in *Scamon* v. *Maw* (3 Bing. 378), but his assent was presumed from the circumstances. In this case his privity is distinctly stated in the surrender. Then, as to the time, it appears that this surrender was sent to the defendant's solicitor on the 24th of August, the day which the Master has reported to be the time at which a good title was shewn. The exception must be overruled.

The defendants afterwards obtained a rehearing.

Lee and *Heathfield*, for the defendants, cited *Watkins on Copyholds*, v. 2, p. 73, note; *Taylor* v. *Philips* (1 Ves. sen. 229); *Doe* v. *Tomkins* (11 East, 185); *Goodtitle* v. *Morse* (3 T. R. 365); *Lampet's* case (10 Co. 46); *Scamon* v. *Maw* (3 Bing. 378); *Compton* v. *Collinson* (1 H. Bl. 334); *Doe* v. *Mitchell* (2 M. & S. 446).

Walker and *Wood*, contrà, cited *Verner's Abr. Copyhold*, 210, Pl. 5. But,

The Lord Chancellor confirmed his former judgment.

The Lord Chancellor.—This case having been brought again under my consideration by a petition of rehearing, I have thought it my duty to refer to the several authorities cited, and have reconsidered the whole case with all the attention due to one in which my judgment has been questioned by counsel whose opinions are entitled to the highest respect. I have not, however, been able to find any ground for altering my opinion. As to Carrington's wife, there is no evidence to raise the objection made; and as to the supposed freebench of the bankrupt's wife, there is, in the first place, no evidence that she would have been entitled to any, there being no sufficient proof of any custom entitling the widow to freebench of land of which the husband does not die seized; and as to the surrender by her, no new argument has been brought forward upon the second hearing to prove it ineffectual to bar her freebench if she would otherwise have been entitled to it. Ingenious observations have, indeed, been made as to the manner in which it was to operate; not as a release, it is said, because there is no estate in the releasee, and not as an assignment, because there was only a possibility, and not any assignable estate; but similar objections apply to fines, and to surrenders by husband and wife; and as to fines, they prevailed in very early times; but long before Lord Coke's time they were held to be groundless; for he, in *Lampet's* case (10 Co. 49) says, that no question existed at that time. The truth is, that, like many other fictions of law, invented for the purpose of promoting the enjoyment of property, the machinery will not bear very critical examination, but being once adopted, it is maintained for the benefit which it is found to confer; technical reasoning has, therefore, been disregarded when applied to the object of preventing property being alienable on account of the dower or freebench of the wife. In the present case it is peculiarly necessary, because, from the provisions of the Bankrupt Act, the ordinary mode of effecting the purpose may fail. All beneficial interest is taken from the husband, and no surrender is necessary by him, and he may not be forthcoming to make one. How, in that case, is the wife's freebench to be barred? In this case she was privately examined, and surrendered with the privity of her husband. The second argument has not raised any doubt in my mind, and I must dismiss the petition of rehearing with costs.

II.—Marriage Settlement.—*Limitation to Executors or Administrators of Wife.*

The case of *Daniel* v. *Dudley* (1 Phil. 1) deserves to be noted here. The facts were shortly these:—

A sum, the property of the wife, was, on her marriage, settled in trust for her sole and separate use during her life; then to the husband for life, and after the death of the survivor, to the children, and in default of children attaining the age of twenty-one, or marrying, in trust for such persons as the wife should by deed or will appoint; and in default of appointment, in trust "to pay and transfer the same to the executors or administrators of the wife."

The husband (T. B.) took the benefit of the Insolvent Act. The wife afterwards died intestate without making any appointment, leaving one child; then the husband (T. B.) died intestate, without taking out administration to his wife; lastly, the child died under twenty-one.

The plaintiff (C. D.), a sister of T. B., took out letters of administration to the estates of the husband, the wife, and the child.

Dudley, the assignee of the husband, having claimed the wife's fund, a bill was filed to have the rights of all the parties ascertained, and administered under the direction of the Court.

The Vice-Chancellor decreed that, according to the true construction of the settlement, the plaintiff (C. D.), as administratrix, was entitled to the fund for the benefit of the next of kin of the wife living at her death, and to the exclusion of the husband.

From that decree the assignee, Dudley, appealed.

It was argued for the appellants that the decision of the Vice-Chancellor had proceeded from a confusion of two distinct classes of cases; namely, those arising upon the words "legal or personal representatives," and those arising upon the words "executors or administrators." The latter cannot be construed to denote next of kin. For whom is the plaintiff trustee? It was said, for the next of kin of the wife: citing *Ripley* v. *Waterworth* (7 Ves. 425); *Evans* v. *Charles* (1 Anstr. 128); *Collyer* v. *Squire* (3 Russ. 467); *Hames* v. *Hames* (2 Keen, 646); *Saberton* v. *Skeels* (1 R. & M. 587).

For the respondent it was contended that the words used in the settlement were words of purchase: citing *Bulmer* v. *Jay* (4 Sim. 48; 3 M. & K. 197); *Graffty* v. *Humpage* (1 Beav. 46); *Smith* v. *Dudley* (9 Sim. 125).

The Lord Chancellor (Lyndhurst) without hearing a reply, said:—

Legal or personal representatives may mean next of kin, but executors or administrators cannot. Therefore, none of those cases in which next of kin have been held to take, *ex vi termini*, by the description of legal or personal representatives, have any application to the present. The limitation in this case being to the executors or administrators, it seems to me that it cannot signify whether these words are construed as words of limitation or words of purchase; because, on either supposition, the persons answering that description take in their representative character, and then the fund is to be applied and administered in the same manner as any other assets that come to them in that character. That is the doctrine of all the cases that have been cited, except that of *Bulmer* v. *Jay*, which stands alone.

LEGAL INTELLIGENCE.

CIRCUITS OF THE JUDGES.

Mr. Justice Maule will remain in Town.

SUMMER CIRCUITS, 1844		MIDLAND.	OXFORD.	NORTHERN.	HOME.	NORFOLK.	WESTERN.	N. WALES.	S. WALES.
Last Days for full Notice of Trial.	Commission Days.	Ld. Denman J. Coltman	L. C. J. Tindal J. Erskine.	Ld. B. Pollock J. Cresswell.	B. Parke B. Gurney.	B. Alderson. J. Williams.	J. Patteson. J. Wightman	J. Coleridge.	B. Rolfe.
June 28 ...	Monday, July 8	....	....	....	....	....	....	....	Cardiff
— 29 ...	Wednesday 10	....	Abingdon ..	York & City	Hertford....	Buckingham	Winchester.	....	....
July 3 ..	Saturday .13	....	Oxford ...	....	....	Bedford ...	....	Newtown ..	Carmarthen
— 5 ..	Monday ... 15	Northampton	....	....	Chelmsford	....	....	....	....
— 6	Tuesday .. .16	....	....	....	....	Huntingdon	....	....	....
— 6 ..	Wednesday 17	....	....	....	....	....	....	Dolgelly....	....
— 8 ...	Thursday .18	....	....	....	....	Cambridge..	Dorchester..	....	....
— 9 ...	Friday ...19	Oakham ..	....	....		....	....	....	....
— 10 .	Saturday ..20	Lincoln and City	Worcester & City	....	....	....	....	Carnarvon ..	Haverfordwest & Tn.
— 12	Monday ...22			....	Maidstone ..	....	....	....	
— 13 ..	Tuesday ..23	....	....	....	....	Ipswich	Exeter & City	....	....
— 13 ..	Wednesday 24	....	....	Durham ...	....	....	....	Beaumaris .	Cardigan
— 15 ..	Thursday .25	Nottingham and Town	....	....	....	....	....	....	....
— 17 ...	Saturday .27		Stafford ..	....	Lewes.....	....	....	Ruthin ..	Brecon
— 19 ...	Monday ..29	Derby ...	....	....	....	Norwich and City	....	....	....
— 20 .	Tuesday.. .30	....	....	....	....		Bodmin ..	....	....
— 21 ...	Wednesday 31	....	....	Newcastle & Town	Guildford .	....	....	....	Presteign
— 22 ...	Thursday Aug. 1	Leicester and Borough	....		....	....	....	Mold	....
— 24 ...	Saturday 3		Shrewsbury	....	....	....	....	Chester	Chester
— 26 ...	Monday ...5	Coventry .	....	Carlisle ..	....	....	....	....	....
— 27 ...	Tuesday .6	....	....	....	....	....	Wells ...	....	....
— 27 ..	Wednesday 7	Warwick ..	Hereford .	....	....	....	....	....	....
— 29 ..	Thursday .. 8	....	....	Appleby .	....	....	....	....	....
— 31 .	Saturday ..10	....	Monmouth	Lancaster .	....	....	....	....	....
Aug. 3 ..	Tuesday ..13	....	....	....	....	....	Devizes	....	....
— 3	Wednesday 14	....	Gloucester & City	....	....	....	....	....	....
— 5 ...	Thursday .15	....		Liverpool ..	....	....	....	....	....
— 7 .	Saturday ...17	....	....	....	....	....	Bristol	....	....

COURT OF QUEEN'S BENCH.—The Court will sit to-day and give judgment in cases now pending, which have been argued.—By the COURT.

The Lord Chancellor has appointed Henry Burchall Peren, of South Petherton, in the county of Somerset, gent.; Edward Burrell, of Tydd St. Mary's, in the county of Lincoln, gent.; James Buckton, of Wrexham, in the county of Denbigh, gent.; and George Peters Wilkes, of the city of Gloucester, gent.; to be Masters Extraordinary in the High Court of Chancery.

His Royal Highness Prince Albert has been graciously pleased to accept the office of President of the Society for the Improvement of the Condition of the Labouring Classes, which has already been patronized by their Majesties the Queen and Queen Dowager.

Lord Heytesbury, the newly-appointed Lord Lieutenant of Ireland, accompanied by Lady Heytesbury and the Hon. Miss A'Court, is expected to leave Queen Anne-street on the 18th or 20th inst. for Dublin Castle, to enter on the duties of his high appointment. An Admiralty steamer will convey his lordship and suite from Liverpool to Kingstown.

ADMINISTRATION OF CRIMINAL JUSTICE IN MIDDLESEX.—A very full meeting of the magistrates of the county of Middlesex was held on Thursday, at the Sessions-house, Clerkenwell, for the purpose of receiving, and taking into consideration, the correspondence between the Court and the Home Secretary, Sir James Graham, on the subject of a proposed salary to the chairman of the County Sessions; on the proposition to build a new prison in Clerkenwell; and to discuss the proposed alterations to be made in the administration of criminal justice in the county. A very long discussion took place, in which several resolutions were moved, and in which Mr. Pownall, Sir Peter Laurie, the Common Serjeant, and other magistrates took a part. The resolutions were ultimately carried, and the meeting dissolved.

CONVICTION &C. OF GAMBLERS.—Some curious evidence is just printed in the Report of the House of Lords, given before the committee appointed "to inquire into the law respecting gaming." Thus, one of the police superintendents delivered the following summary of what he had done:—"Out of the number of 95, 85 were convicted. The number discharged without fines was seven. The amount of cash I seized in the different banks where I have gone was 59*l.* 2*s.* 2*d.* The amount of fines inflicted by the magistrates was 949*l.* and the amount paid was 704*l.* The amount not paid was 215*l.* and those men served their time in prison. Two appealed against the magistrates' conviction, which was confirmed by Mr. Serjeant Adams, at Clerkenwell. They served their time in prison. The total amount of cash and fines paid to the receiver of the metropolitan police is 736*l.* 2*s.* 2*d.* The number of houses broken into is eight." The following is an instance of the contrivances the officers resort to, in order to obtain admission to the gambling houses. Mr. Superintendent Baker said, "It was by a plan of my own, which was adopted in getting the doors open so readily as we did. A supposed twopenny postman, with a band upon his hat, and a cockade, gave a knock at the door, and the porter came to answer the door. The porter who came to answer the door at that moment made his escape, fortunately, but I apprehended twenty-eight. The wife of the porter threw herself, with a baby, between my constable and the man he had got hold of, and if he had not let go, something serious would have happened to the child or the woman; but her screams raised an alarm, which caused a number of the persons in the gaming-room to rush up stairs. Some were detected upon the roof, and some going into Leicester-square."

MOST SINGULAR NUPTIALS.—At the Cork Spring Assizes of 1842, it will be remembered, that an action of crim. con. was tried, the parties being H——s *v.* P——e, when the injured husband got a verdict of 2,000*l.* from a jury of his countrymen for the grievous injury he sustained. A divorce was subsequently obtained in the House of Lords. So far this "course of true love," but "much remains behind." The *dénouement* of the affair is the most curious part of the business. The bereaved husband started for England some time since, and, we are credibly informed, has been re-married to his quondam spouse, and received with her a fortune of 3,000*l.*—*Cork Examiner.*

THE CONVICTS BARBER AND FLETCHER.—The following document has been published as coming from Fletcher. Barber and he are both on board the convict ship *Agincourt*, lying off Woolwich, and will sail on Tuesday next for their destination. The witness, whose name is appended to the paper, is said to be an officer of the convict vessel:—

"June 28, 1844.

"I solemnly declare that, to the best of my knowledge and belief, William Henry Barber had no guilty knowledge that the will of Anne Slack was a forgery, or that it was otherwise than a legitimate and proper matter of business. As such it was introduced by me to him, as stated in my first examination at the Mansion-House. And I further declare that, to my knowledge and belief, he had no guilty knowledge of either of the cases which have recently formed the subject of indictment. I make this declaration with no other motive than to do an act of justice to Mr. Barber as far as lies in my power.

"JOSHUA FLETCHER.

(Witness) "MATTHEW HALL CURTRISS."

TURNPIKE ACTS.—A Bill just introduced by the Government continues all existing turnpike Acts about to expire on the 1st of August, 1844, to the 1st of August, 1845, and to the end of the then session of Parliament. Certain Acts, named in the 6 & 7 Vict. cap. 69, are exempted from the provisions of the Bill.

PROCEEDINGS OF LAW SOCIETIES.

KENT LAW SOCIETY.

The following petition has been agreed to by this society.—

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of the members of the Kent Law Society, assembled at their annual meeting, on the 10th day of June, 1844, sheweth,

That your petitioners are attorneys and solicitors practising in different parts of the county of Kent.

That by an Act passed in the last session of Parliament, and intituled "An Act for Consolidating and Amending the Laws relating to Attorneys and Solicitors practising in England and Wales," it is enacted, "That no person shall act as an attorney or solicitor before any justice of the peace, unless such person shall have been admitted and enrolled, and otherwise duly qualified to act as an attorney or solicitor as therein provided;" and by the same Act, various provisions are enacted for the taxation of the bills of costs of attorneys and solicitors by the Masters of the superior courts of law and equity.

That the said Act of Parliament was prepared and passed through the Legislature with great care and deliberation.

That by a Bill now before your Honourable House, and entitled "A Bill for the further Amendment of the Law relating to the Poor in England," it is proposed by sec. 60, p. 31, to be enacted.

"Clerks and officers to boards constituted under the Poor Law Act may conduct proceedings on behalf of guardians before justices at petty or special sessions, although not certified attorneys, without incurring penalty.

And by sec. 34, p. 16, it is proposed to be enacted, &c.

That if such 60th section should pass into law, it would operate with great injustice towards your petitioners and all other attorneys and solicitors, all of whom have paid large sums by way of stamp-duty on their articles of clerkship, their admission, and annual certificate duty; and have also necessarily incurred great expense in the study of their profession; that it would tend to prejudice the proper administration of justice before magistrates, by allowing persons to appear before them as advocates having no knowledge of the law or of its practice, and more especially of the rules of evidence; and that it would be introducing an entirely new principle in the law, by sanctioning by Act of Parliament the right to parties to act as attorneys, who would not be the officers of any court of law or equity, or in any way amenable to their summary jurisdiction.

That if such 34th section should pass into law,

every attorney conducting professional business of any description for a parish or union, would either have at his own cost to have his bill taxed by the clerk of the peace before it was delivered, or it would be liable to be reduced by the auditor of the union, whose decision upon the reasonableness, as well as the legality of the charges, would be final.

That the clerk of the peace cannot be so competent a person to tax the costs of attorneys as the Masters of the superior courts of common law, in whom such taxation is now by law vested; and that, even if it were enacted that the taxation should be the duty of the clerk of the peace, the costs of such taxation ought to be governed by the same rules as the cost of taxation before such Masters, and be dependent upon the amount of the deductions from such costs; that the auditor of the union will very probably not be a professional man, and can, therefore, know nothing either of the reasonableness or the legality of the costs, and must, therefore, be incompetent to tax such costs; and that yet it is proposed to give to such auditor the power of finally deciding upon matters in which the Masters of the superior courts have no such power, their taxation of costs being in all cases liable to be reviewed and reversed by the judges of the courts to which such Masters belong, and to give to such auditors even the power of deciding upon the legality of the charges in cases in which the costs may have been previously taxed by the clerk of the peace.

Your petitioners, therefore, humbly pray that the 60th and 84th sections of the Poor Law Amendment Bill may not pass into law.

And your petitioners will ever pray, &c.

CORRESPONDENCE.

CAPITAL PUNISHMENT.

"Certainly inconsistent with Christianity."—*Leading Article of* LAW TIMES, *April* 20, 1844. *Vol.* 3, *No.* 55.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I admire your manly avowal of the abolition principle, equally opposed as I believe it to be to the maudlin sentiment of a visionary philanthropy, as to the brain-begotten apprehensions of a "lily-livered" prejudice in favour of "death done scientifically," as you aptly describe our improved, new drop, strangulation specific against assassination.

Why continue a barbarous law and apparatus, which will yet drag to and execute an ignominious death—as it admittedly must—upon many an innocent fellow-creature, the old with the young of both sexes, as it has done already in instances so numerous as to form an awful calendar of judicial murders?

"We regret the necessity," is the answer, "the dreadful necessity, but we must PREVENT murder!" Why, Sir, this exaggerated preventive principle was what in a more antique, but equally logical casuistry, justified torture, the rack, pincers, fire, as it now equally well justifies the rope. "A cruel law," said a wretched criminal leaving the dock at Maidstone Assizes, "which takes away a man's life for a horse." "You are to be hanged," said the late Judge Buller, "not because you have stolen a horse, but that horses *may not* be stolen!" "The great end of punishment," said another English judge (I believe the late Lord Ellenborough) "being *prevention*, it matters not much as regards the public whether the party actually executed be guilty or innocent, because the *example is the same!*"

No doubt, Sir, wig, ermine, and black cap, and these maxims in the wearer's mouth, with sombre satellites to execute his word, must have produced an *amazing* effect upon the undignified vulgar. The awful man in scarlet pronounces sentence. One thing is evident to audience and criminal,—

> "Had all his hairs been lives, His great revenge
> Had stomach for them all!"

The great man devoutly pours out his most Christian and pious execration on horse-stealing. *On n'avait jamais vu un charlatan de cette force!* Poor humanity stood confounded and silenced! the bloody work went on and the mercies of English jurisprudence tracked the circuits of its judges in human gore.

Thank God, we have not now

> "Twelve butchers
> For a jury, and a Jeffries for a judge."

Legal conventionalities have no longer magic in them. We have erased hanging men "*not for stealing horses, but that horses may not be stolen*," and a majority, I believe, of the thinking community are denouncing the ancient polity of "doing death scientifically" that murders may be *prevented*. Law boasts no infallibility: man looks on his fellow-man, even the convicted murderer, and the reflection suggests itself to his sobered imagination,

> "——— once put out thine,
> I know not where is that Promethean heat
> That can *thy light* relume. * * *
> I cannot give it vital life again;
> It needs must wither!"

and he feels disposed to act more mercifully than did the Moor.

In truth, Sir, let any man look at the English public, and ask himself where is the *embodiment* of the fear, whose shadow strikes such terror, and let him, in any case, say whether he sees it in such force that he is willing to continue a punishment *which of a certainty—experience tells it us—will involve many an innocent man in the identical fate, and with accumulated horrors*, which he so anxiously and fastidiously shuns himself? Is he willing to purchase a *little additional security*, even supposing it attained, at such a price?

"A punishment certainly inconsistent with Christianity," says the editor of an acknowledged organ of the legal profession. "Quite the reverse," says Mr. Giles; Christianity "confers its sanction, for St. Paul, without any mark of disapprobation, recognizes the right as existing in the head of the Roman state, where he says, 'He is the minister of God—if thou do that which is evil, be afraid, for he beareth not the *sword* in vain;' the sword (continues Mr. G.), is not for moderate correction, but for inflicting death;" therefore we with a *rope*, &c.

Admirable logician! having proved your proposition, why not deduce your corollaries, Mr. Giles? Suppose we put it thus: From the demonstration, it is evident that burning, racking, crucifying, all in vogue among Pagan Roman governors, are likewise strictly Christian customs.

Permit me to say, Mr. Giles, as to St. Paul's not *expressing* any disapprobation (from which you, with a logic all your own, assume his *approbation*) of Pagan jurisprudence in this particular, that it was no part of St. Paul's ministry to pick quarrels with the Roman executive by denying the right while it possessed the power, and exercised it *barbarously enough*, as in the case of St. John Baptist. It was the Apostle's duty to spread the broad principles of *Christian charity*, to produce in due season a harvest of practical and *universal* results. We find Christ himself teaching the Jews, circumstanced as they were, obedience to the ordinances of an odious, unjust, and foreign despotism. Yet has Christianity everywhere ameliorated or destroyed despotism, and why not the barbarities of an antique jurisprudence?

"Submit yourselves to every ordinance of man for the Lord's sake," says St. Peter, G n. Epist. c. ii. v. 13. I suppose Mr. Giles will not tell us that "every ordinance of man" is sacred, and not to be subjected to the mitigating influences of an advanced civilization. Or that the command implies any approval of the infamous mandates of a Roman tyrant! As for the Roman being called a "minister of God," so we know, in an inscrutable sense, is the meanest and vilest of creatures.

Let Mr. Giles ponder the following lessons of the divine "man of sorrows":—"Blessed are the merciful, for they shall obtain mercy. Ye have heard that it hath been said, An eye for an eye, and a tooth for a tooth, but *I say unto you* that ye resist not evil" (Matt. vi.); that is, as the commentators have it, that we seek not *vengeance*. "Then came Peter unto him and said, Lord how oft shall my brother sin against me and I forgive him? till seven times? Jesus saith unto him, I say not unto thee until seven times, but until seventy times seven."—Matt. xviii. No mention, Mr. Giles, of the *immedicable wrong* for which to apply the *lex talionis*—no clause of "blood for blood always." "Thou shalt love thy neighbour as thyself," said the same teacher to the lawyer who sought his advice.—Matt. xxii. Again he admonishes us—"Take heed to yourselves: if thy brother trespass against thee, rebuke him; and if he repent, forgive him. And if he trespass against thee seven times in a day, and seven times in a day turn again to thee, saying, I repent; thou shalt forgive him."—Luke xvii. As for the doctrine of *the Apostles*, let Mr. Giles read St. Paul's eulogium of charity, 1st Epis. to Cor. through the whole of the 13th chapter. And the same in his Epis. to the Gal. c. v. v. 14—22 incl.; where he speaks of adultery, idolatry, witchcraft, envyings, murders, drunkenness; putting them all in the same category and denouncing future woe, but he says nothing of temporal punishment, which, as I have before had occasion to remark, was not the business of his ministry; much less does he tell his disciples to *seek the blood* of the doers of any of these things. But although he promulgates no "Penal Code," he furnishes us lavishly with the principles whereon to construct one. "Dearly beloved; avenge not yourselves, but rather give place to wrath; for it is written, *Vengeance is mine*, I will repay, saith the Lord."—Rom. xii. 19. "Put on, therefore, beloved, *bowels of mercies*, humbleness of mind, meekness, long-suffering, forbearing one another, and forgiving one another."—Col. iii. 12-14 inclusive. In another of his epistles we have again simultaneous mention and denunciation of "murderers," "men-stealers," "perjurers" (1 Epis. to Tim. i. 8-10, inclusive); but no pointing to *the murderer* as one "not to be forgiven" of his fellow-men, or hint to "hang him on a tree." On the contrary, this same apostle says, in very general terms—"If a man be overtaken in a fault, ye which are spiritual restore such a one in the spirit of meekness, *considering thyself lest thou also be tempted*. Bear ye one another's burdens, and so fulfil the law of Christ."—Gal. vi. 1, 2. And what is it be the end of our endeavours with wrong-doers we may learn, I think, from St. James, v. 20:—"Let him know that he which *converteth the sinner from the error of his ways shall save a soul from death*, and shall cover a multitude of sins."

But human lawgivers say, Reform a wrong-doer if you can; but repentance or none, in either case fail not *to* HANG HIM! *Still reprobate?—n'importe*, send him to the gallows, and

> "His eternal jewel
> Give to the common enemy of man."

Think you *that* consistent with Christianity, Mr. Giles?

In the New Testament I can find nothing lending the least countenance to such atrocities, and in truth, Sir, how any man can pretend to deduce from its benevolent teachings any thing conferring a sanction on capital punishment, and how, on the contrary, in each page its condemnation is not felt by every unprejudiced, *uncobwebbed* understanding, I allow puzzles my mind.

But, Sir, if more were wanting to make out this view of Christianity in opposition to ancient severity, we are not at a loss for a *positive illustration*; and as it is the only instance—*ex uno disce omnes*—in which Christ was called on for judgment in a capital case, it comes with more imperative claims to our consideration. It was a case, too, which was specially denounced, and one in which, as we have seen, Moses executed a peremptory and inexorable judgment to death:—"And the Scribes and Pharisees say unto him, Master, this woman was taken in adultery—in the very act. Now, Moses in the law commanded us that such should be stoned; but what sayest thou? He said unto them, He that is without sin, let him first cast a stone at her." And when the conscience-stricken Jews had retired—"He said unto the woman, Where are those thine accusers? Hath no man condemned thee? She saith, No man, Lord. And Jesus saith unto her, NEITHER DO I CONDEMN THEE; go and sin no more."—John, viii. 3, 11.

"Learn of me," says our Saviour. Why reject the lesson of mercy? Why have we permitted custom and a craven egoism to habituate us to the pouring out of blood?—a disgrace to every European Government which yet continues it—a reflection on humanity—the last wreck of a Jewish, heathen, feudal barbarism, "certainly inconsistent with Christianity," repugnant to our common nature!

While finding so solemn a subject treated in so flippant a manner as Mr. Giles has condescended to, I am inclined more and more earnestly to exclaim with Cicero—"Hanc tollite ex civitate judiciorum, Hanc pati nolite diutiùs in hâc republicâ versari: quæ non m .dò id habet in se mali, quod tot cives atrocissimè sustulit, *verùm etiam hominibus lenissimis ademit* misericordiam *incommodorum!*"

With regard to Mr. Giles's broad and unproved assertions—his extraordinary and untenable conclusions—I would just suggest to him, as he is fond of classics, the following from a friend he may recognize:—

> "Scribendi recte sapere est et principium et fons."
> *Horace.*
>
> "Though modern practice sometimes differs quite,
> 'Tis just as well to think before you write."—*Byron.*

I am, Sir, yours truly,

GEORGE JOHN DURRANT.

Chelmsford, June 18, 1844.

To Readers and Correspondents.

W. B. (Birmingham).—*The design suggested has been long entertained, but the difficulty is to find a fit person to accomplish it.*

FIAT JUSTITIA'S *communication next week.*

J. E. R. (Delph).—*The query is within our rule, therefore we must decline answering it. Such a proceeding as he suggests in the other case is entirely unnecessary. As the subscribers do not participate in profits or losses, there can be no partnership.*

C.'s *communication, owing to press of matter, is unavoidably postponed.*

R. N. T. (Belvidere-place).—*We have been unable to find the case alluded to as reported on 10th June, but have referred his letter to the reporter, who will explain the circumstance.*

ERRATUM.—*Under the head "Correspondence," in our last Number, dele the word* "AGREEMENTS," *prefixed to "stamps."*

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NOTICE.

The Third Part of the *Appendix* to the Law Times is published this day, containing the continuation of "The Criminal Law Consolidation Bill."

The Fourth Part will contain the conclusion of that Bill, the Summary of the existing Law of Gaming, by Mr. Justice Patteson and Mr. Starkie, and other documents of permanent value for reading and reference.

The Third Part of the Practical Reports of the Verulam Society will be published on Wednesday next, and will comprise—

The remainder of Bittleston and Symons's Magistrates' Cases of Trinity Term, and the commencement of the Practice Cases.

Shortly afterwards,

The Registration Appeals and the Real Property Cases; and

Criminal Law Cases, Part I.

THE LAW TIMES.

SATURDAY, JULY 6, 1844.

PROFESSIONAL MALPRACTICES.

Some very sincere friends of the Law Times have expressed a doubt of the propriety of the exposures of Professional Malpractices which have from time to time appeared in its columns.

They ask if the tendency of such revelations may not be to damage the Profession in public esteem; they cite the well-known proverb; they question if the wrong-doers are to be shamed by *any* exposure, and they fear that the lash is wasted upon such impenetrable hides.

These remonstrances deserve respect, and as the doubt may be shared by others, we will briefly state the reasons which have led us to the conclusion that, upon the whole, the real and ultimate interests of the Profession will be best consulted by perseverance in the course of unsparing exposure which has been already adopted.

It is objected, that the world is thus informed of misdeeds of which otherwise it might be ignorant, and that the tendency is consequently to lower the general character of the Profession in public esteem.

To this we reply; first, that the Law Times is a Professional Journal; the greater portion of its readers are members of the Profession or of the Magistracy. To the Profession the existence of such practices is well known; we do but point to the perpetrators, produce the proofs, and expose the wrong-doers to the execration of those upon whom they are inflicting a personal injury by acts which degrade their Profession in public esteem. And even if through publication here these doings should become public, as doubtless they do, to some extent, as the Law Times is taken at many reading-rooms and institutions, we ask—Is it so certain that the supposed consequence will follow? Is it not more than probable that the effect may be the very reverse of that which is anticipated? May not the general reader be led to the conclusion, that the practices so denounced and exposed are not sanctioned by the Profession; that there is no inclination to shelter or palliate, but a firm resolution by all legitimate means to repudiate them?

But it is further asked, what benefit can accrue from the exposure, for the perpetrators are beyond the reach of shame?

The uses are twofold. In the first place, if exposure will not deter the guilty from continuing their malpractices, of which, indeed, we have little hope, it can scarcely fail to deter others who may be inclined to do so from following their example. It is one thing for a man whose character is already tainted to abandon a course which he deems to be advantageous, and another thing for one whose fame is yet fair to rush into it with full knowledge that his delinquency will certainly be publicly proclaimed. If we cannot destroy the old taint, we may at least prevent its spreading; and though the purification of the Profession from its present discreditable members may not be practicable, it must be remembered that they will depart like other mortals, and it will be a mighty advantage if we can but succeed in preventing the breeding up of a new progeny to fill their places. There is a second advantage to be derived from these publications; but that depends upon the cordial co-operation of the members of the Profession. The names thus made known to them can be, and ought to be, *marked* names, to be avoided like a pestilence; with them no communion should be held; no law society should admit them; no agency matters should be intrusted to them; the utmost caution should be observed in all unavoidable communications with them in course of business. A line may be drawn under those names in the Law List; practitioners will know whom to shun, and they will be subjected to keenest scrutiny by their neighbours, that if they give opportunity they may be removed from the roll of the Profession they disgrace.

These are practical remedies for the mischief, which can scarcely fail to be potent for their end. Many who would be careless of mere exposure will acutely feel its effects upon the pocket. So necessary to the convenient conduct of the business of his clients by an attorney is the confidence of, and ready communication with his professional brethren, that without it clients could not long be retained.

Such are the advantages, as they present themselves to our minds, likely to result from steady adherence to the system of fearlessly exposing proved professional malpractices which the Law Times has commenced. We hope the reasons assigned will be satisfactory to the friends who may have doubted hitherto the propriety of the proceeding. It may be attended with some disadvantages, possibly with that suggested, that thereby it offered food for the prejudices of the vulgar of all classes against the Profession. But these, if they exist, will be more than counterbalanced by the proof thus publicly afforded that, by Lawyers as a body, speaking through their public organ, such practices are repudiated and denounced; by the warning it will utter to others against following the example; and by the notice it will give to the Profession everywhere whom to shun and whom to watch.

SOMETHING DUBIOUS.

The following advertisement, of very doubtful character, appears in the *Times* of Tuesday, June 27th.

"LAW.

"The Clerk to the Magistrates of a Borough Market Town within an easy distance of London, having a connection and knowledge of most persons in the neighbourhood, wishes to meet with a Gentleman desirous of a Practice. The Advertiser is not an Attorney, but is well acquainted with the Profession, and would act as Clerk for a moderate salary. The consideration required is an immediate advance, by way of loan only, of 150*l*. Letters addressed to A. Z. &c. will meet attention."

Here we have a clerk to magistrates deliberately offering for sale the influence of his office. He will act as clerk to his purchaser for a moderate salary. The intent of this advertisement is plain: the advertiser, not being an attorney, wants to practise as one; for this purpose he inquires for an attorney who will permit him to practise in his name, under pretence of being his clerk, giving him probably a portion of the profits by way of interest for the loan. We hope no member of the Profession will be found to lend himself to such a transaction: but the very proposition illustrates the impropriety of magistrates appointing as their clerks any but attorneys, and those the most respectable they can find; and we trust that all our magistrate readers will be warned by the above extract, and resist any selection of clerk that might lead to their office and its influence being advertised for sale.

VERULAM SOCIETY.

A member has suggested that the first text-book of the Society should be one which shall comprise the entire *Practice of the Law*, as required in the usual business of an attorney's office; that is, we presume, to contain, in a methodized form, and with all the appliances requisite for ready reference, the learning in matters of practice with which an attorney needs to be acquainted, or, at least, to have within his reach. At present, to obtain it, he must keep and consult a pretty extensive library, one-half of which, at least, consists of repetitions of the same matter; and half the remainder of law that is either obsolete, or upon which *he* is never called to advise.

Our correspondent suggests that such a work might, by judicious arrangement, be compressed into a comparatively small compass, that is, we presume, some five or six volumes; for a work which would be, in fact, a complete law-library in itself, in very small compass, and, at the Society's prices, the cost would be trifling, while to the Profession it would be a great boon. He suggests that the most satisfactory mode of executing it would be for one person to map out the design, and for a variety of hands to execute it; intrusting each department to the labour of some lawyer peculiarly conversant with the subject confided to him. This would have the further advantage of speed, which, in the present changing state of the law, is an important consideration, in order that the text-book may contain the *latest* law. It is further proposed that the volumes should be bound with blank leaves for noting up, and that in any digest of the Society a figure should refer to the page in the text-book in which the case or statute digested ought to be noted, so that the volumes should always keep pace with the existing law until a new edition is rendered necessary by the number of references.

Our correspondent is of opinion that such a work, if decently done at first, with the amendments that experience would suggest, would become, in a few years, the standard text-book of the Profession.

And we are inclined to agree with him. Undoubtedly such a work is a *desideratum* in the Profession; and it is only not supplied because it is too large a one for private enterprise. But it is precisely the kind of publication which the Verulam Society is established to provide; and it would be one well worthy of its ambition! What say the members to the proposition?

But, if approved, it could not be undertaken until there is a much greater accession to our ranks. The members now number 534; they are increasing with each week; but that number would not be sufficient to justify an enterprise like that we have described. Nothing less than 750 subscribers to such a work would defray its cost. Doubtless that number will, ere long, be enrolled; but it must be observed, that it is the design of the Society to give to the members a choice of the books. Consequently, the subscribers to any publication will always be considerably fewer than the total number of members. For instance: the Reports are ordered, as yet, only by [illegible] out of the whole

body of 534 members. Hence the necessity of a much longer list of members than would be needed if each one was compelled to take all the publications.

We have said that 750 subscribers would defray the cost of the work described, at a moderate price; but a greater number would permit a proportionate reduction in that price. This should be understood by the members; for it makes it their interest to extend the roll as much as possible. The same observation applies to the Reports already in progress. Their present cost will be greatly reduced, should the subscribers increase: for the very plan of the Society is to supply its publications to the members at the *cost* price; and as in printing the cost does not increase in proportion to the number of copies, so the effect of a large demand will be to diminish the price to the members.

It is thus that the benefits, without the risk, are secured to the members, and the possibility avoided, about which some are so nervously apprehensive—the law of partnership.

The following new members have been added to the list since our last:—

Andrew, John, Manchester
Moore, H. Wimborne
Macqueen, James, Bakewell
Corner, R. D. 2, Tanfield-court, Temple
Bannister, George, Accrington
Adams, Richard, Walsall
Looker, John, Oxford
Smith, John, Devonport
Barker and Cheshire, Northwich
Ascroft, Robert, Preston
Witley, Samuel, Colchester
Payuter, F. E. 13, South-square, Gray's-inn
Harper, George, Whitchurch, Salop.

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:—

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

There has been little activity on the Stock Exchange, but the funds are again a shade firmer—Consols being last quoted 98⅝ sellers; the Three per Cents. Reduced, 99⅝ to ½; the Three-and-a-Half per Cents. Reduced, 102¼ to ⅜; Bank Stock, 198 to 199; Exchequer Bills 74s. to 76s. premium.

Spanish Bonds have receded a fraction, but without any operations of importance. Mexican Bonds, on the other hand, have become firmer, having been dealt in at 35⅞ to ½. Spanish Active Bonds are last quoted 22⅞ to 3; the Three per Cents. 33 to ½; Deferred, 12⅞ to 13⅛; Passive, 5⅜ to ½; Peruvian, 26 to 7; Portuguese Converted, 45¼ to 6¼; Mexican, 35¼ to ¾; Deferred, 15¼ to ¾; Danish, 88 to 9; Brazilian, 82 to 83; Buenos Ayres, 35 to 37; Chilian, 103 to 105; Colombian, ex Venezuela, 13½ to ¾; Greek, ex overdue Coupons, 13 to 14.

In Shares we have again had an improved market for Birmingham Stock, and there has been a good extent of business done in the Paris and Rouen, and Paris and Orleans shares, both of which are quoted at higher prices. London and Birmingham, 221 to 223; New Quarter Shares, 24½ to 5½; New Thirds, 36 to 7; South Western, 82 to 3; Eighths, 2¾ to 3¼ prem.; London and Brighton, 46¼ to ½ per share; New, 11½ to ¾; Blackwall, 7⅛ to ⅜; Greenwich, 6½ to ¾; Croydon, 17½ to 18; Manchester and Leeds, 105 to 7; New, 43 to 4; Quarter Shares, 8½ to 9; Manchester and Birmingham, 53 to 5; Birmingham and Derby, 63 to 5; Thirds, 21 to 2; Eighths, 4½ to ¾; Midland Counties, 93 to 5; North Midland, 93 to 5; Edinburgh and Glasgow, 62 to 4; New, 15½ to 16; Great Western, 125 to 127; Half Shares, 79 to ½; Fifths, 22¾ to 3¼; South Eastern, 34½ to 5; New, 6½ to 7 premium; Northern and Eastern, 57 to 8 per share; Eastern Counties, 11⅜ to ⅝; New, 13⅛ to ⅜; Extension, ⅞ to 1 prem.; Birmingham and Gloucester, 94 to 6 per share; Hull and Selby, 58 to 60; Bristol and Exeter, 77 to 9; Paris and Orleans, 39½ to ⅝; Paris and Rouen, 39 to ½; Rouen and Havre, 9¾ to 10¼ prem.; Chester and Holyhead, 4⅝ to ¾ per share; Dublin and Cashel, 4¾; Norwich and Brandon, 6⅛.

In Joint-Stock Banks—Provincial of Ireland, 44½ ex. div.; London Joint Stock, 14¼.

Public Sales.

By Mr. GEORGE TATTERSALL, at the Mart.

A residence, No. 24, Bedford-square, held under leases for the under-mentioned terms, viz. the house for 99 years from September 1774, the garden for 74½ years from September 1774, being a clear term of 30 years still unexpired, at a ground-rent of 19*l.* 14s. 6d.—1,010*l.*

By Mr. ROBINSON.

A house, No. 8, Charles-street, Trevor-square, Knightsbridge, let at 48*l.*; held for 75¾ years from Lady-day 1835, at a ground-rent of 5*l.* 8s.—452*l.* 10s.

A house, No. 22, Paul's-terrace, Camden-town, let at 31*l.* 10s.; held for 73½ years from Lady-day 1826, at a ground-rent of 7*l.* per annum—270 gs.

A house, situate in Delph-street, Southwark, let at 30*l.* per annum; also, adjoining, a piece of ground, with two tenements erected thereon, let for the whole term at 5*l.* per annum; the whole held on lease, of which thirty years are unexpired at Midsummer 1843, at a ground-rent of 14*l.* per annum—135 gs.

THE GAZETTES.

DIVIDENDS.
Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Alsop, R. grocer, first, 12s. Fraser, Manchester.—*Bird*, J. M. chemist, third, 3d. Bird, Liverpool.—*Cawood*, J. C. tobacconist, first and fin. 1s. 6d. to new proofs, Baker, Newcastle.—*Evans*, J. coal dealer, first, 3½d. Morgan, Liverpool.—*Everall*, E. coal merchant, first, 1s. Bird, Liverpool.—*Gibson*, G. stock broker, first, 2s. 6d. to new proofs, Bird, Liverpool.—*Goddard* and *Co.* bankers, second joint, 4s. sep. 20s. Whitmore, London.—*Hitchcock*, W. draper, fourth, 1d. Groom, London.—*Jackson* and *Co.* warehousemen, second sep Norton, 7-16th of 1d. Graham, London.—*Jardine*, J. merchant, first, 3d. Cazenove, Liverpool—*Kilpin*, E. B. watchmaker, first, 5s. 0d. Graham, London.—*Lee* and *Co.* factors, seventh joint, 1½d Graham, London.—*Lucas*, T. iron founder, fin. 2s. 2½d. Fraser, Manchester.—*Miller* and *Co.* sail cloth manufacturers, sep. C. 2s 9d. Edwards, London.—*Morrall* and *Co.* merchants, fourth, 21-32nds of 1d. Turner, Liverpool.—*Paddon*, R. chemist, first, 1s. 2½d. Wakley, Newcastle.—*Pearce*, T. miller, first, 8d. Valpy, Birmingham.—*Pollack*, S. and R. merchants, first, 2s. 6d. Fraser, Manchester.—*Richardson* and *Co.* merchants, first sep. Richardson, 3⅜d. Morgan, Liverpool.—*Simons*, G. watchmaker, first, 2s. 6d. Groom, London.—*Tait* and *Lover*, merchants, sep. Tait, 3-8ths of 1d. Morgan, Liverpool.—*Unsworth*, J. joiner, second, 3s. 11½d. Morgan, Liverpool.—*Wilcock* and *Co.* paper manufacturers, second and fin. 7d and 3-10ths of 1d. Baker, Newcastle.—*Webster*, J. E. second, 9d. to new proofs, Turner, Liverpool.—*Wood*, B. J. optician, second, 5d. Morgan, Liverpool.

ASSIGNMENTS
To Trustees for the benefit of Creditors.

Gazette, June 28.

Cash, G. publican and cordwainer, Lakenheath, Suffolk, June 21. Trusts. J. Chapman, grocer and draper, and T. Presland, wheelwright, Lakenheath. Sols. Wotton and Co. Mildenhall.—*Chandler*, I. linen draper, High-st. Aldgate, June 13. Trusts. R. Bentley, Cheapside, and T. Castle, Love-lane, warehousemen. Sol. Sole, Aldermanbury.—*Langdon*, R. tailor and draper, St. Decumans, Somersetshire, June 6. Trusts. W. and J. Cousins, woollen warehousemen, Bristol. Sols. Whittington and Castle, Bristol.—*Packman*, T. grocer, Hoxton-road, Hoxton Old-town, June 22. Trust. W. Hopwood, accountant, Aldine-chambers, Paternoster-row. Sols. Miller and Carr, Eastcheap.—*Scroggs*, W. farmer, Houghton Regis, June 26. Trusts. J. Cook, sen. farmer, Houghton Regis, J. Mellor, auctioneer, Dunstable, and E. Heighington, merchant, Woburn. Sol. Cartwright, Dunstable.—*Wilkinson*, J. butcher, Grantham, June 8. Trusts. W. Walkington, banker, and L. Wyles, grocer and tallow chandler, Grantham. Sol. Thompson, Grantham.

Gazette, July 2.

Nunn, W. grocer and draper, Yoxford, Suffolk, June 22. Trusts. J. Roper, grocer and draper, Framlingham. Sol. Edwards, Raymond-buildings, Gray's-inn.—*Sands*, W. porter merchant, Spalding, June 28. Trust. G. Laws, porter merchant, King's Lynn. Sol. Tatham, Spalding.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, June 28.

FLETCHER, JOSEPH, paint and colour manufacturer, Liverpool, July 10 and 30, at one, Liverpool, Com. Ludlow; Bird, off. ass.; Oliver, Old Jewry, and Evans, Liverpool, sols. Date of fiat, June 25. W. Bird, off. ass. J. Lister, banker, and W. Laycock, iron merchant, all of Liverpool, pet. crs.

HADFIELD, CHARLES, anvil manufacturer, Sheffield, July 10 and 31, at eleven, Leeds, Com. West; Young, off. ass.; Unwin, Sheffield, Blackburn, Leeds, and Duncan, Featherstone-buildings, sols. Date of fiat, June 17. E. Squire and J. Clay, iron merchants, Hull, pet. crs.

HETHERINGTON, ROBERT, tanner, Ellen-grove, Cross Canonby, Cumberland, July 5, at half-past twelve, Aug. 2, at one, Newcastle, Com. Ellison; Baker, off. ass.; Tyson, Maryport, and Cram, Newcastle, sols. Date of fiat, June 11. J. Temple, butcher, Allonby, Cumberland, and I. Sibson, butcher, Great Broughton, pet. crs.

HOWLAND, ROBERT, auctioneer, Thame, Oxfordshire, July 5, at twelve, Aug. 12, at eleven, Basinghall-st. Com. Williams; Graham, off. ass.; Sturmy, Wellington-st. London-bridge, sol. Date of fiat, June 25. C. Phillips, butter salesman, Newgate-market, pet. cr.

PRITCHARD, EDWARD, wine and spirit merchant, Liverpool, July 10 and 30, at twelve, Liverpool, Com. Ludlow, Turner, off. ass.; Humphreys, Gray's-inn, and Stockley and Co. Liverpool, sols. Date of fiat, June 19. W. Nixon, C. W. Jones, and W. Preston, wine merchants, Liverpool, pet. crs.

WETENHALL, JOHN, stock and share broker, 20, Throgmorton-st. July 10, at half-past one, Aug. 7, at twelve, Basinghall-st. Com. Evans; Johnson, off. ass.; King, St. Mary-axe, sol. Date of fiat, June 25. M. Booth, spinster, Walcot-terrace, Lambeth, pet. cr.

Gazette, July 2.

COLLINSON, HENRY WEIR, hat maker, 14, Stamford-st. July 12, at two, Aug. 16, at half-past eleven, Basinghall-st. Com. Fane; Alsager, off. ass.; Hodgson and Burton, Salisbury-st. Strand, sols. Date of fiat, June 27. L. J. B. Vandean, L. Anesine, B. Vandean, and M. Asim, merchants, King-st. West Strand, pet. crs.

HARDING, WILLIAM, grocer, Southampton-st. Camberwell, July 9, at eleven, Aug. 9, at eleven, Basinghall-st. Com. Goulburn; Green, off. ass.; Jordeson, St. Mary-at-Hill, sol. Date of fiat, June 27. W. D. Rack, cheesemonger, Scovell-wharf, Tooley-st. pet. cr.

ROBERTS, FREDERICK, butcher, Handley, Chester, July 10, at half-past twelve, Aug. 7, at eleven, Liverpool, Com. Ludlow; Bird, off. ass.; Nicholls and Co. Bedford-row, and Cunnah, Chester, sols. Date of fiat, June 25. E. Roberts, butcher and farmer, Malpas, Cheshire, pet. cr.

SCOTT, THOMAS, baker, Colchester, July 16 and Aug. 13, at one, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Marriott, Colchester, sol. Date of fiat, June 25. S. Sampson, miller, Tollesbury, Essex, pet. cr.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, June 25.

Adams, J. rope maker, Maldon.—*Adams*, M. rope maker, Maldon.—*Bates*, S. book keeper, Walton-on-the-Hill.—*Briggs*, J. carver, Leeds.—*Brook*, R. cabriolet proprietor, Claremont-mews, Claremont-square, Pentonville.—*Brothers*, J. lieutenant, Croydon.—*Cohen*, L. hawker, Rochester.—*Fannis*, H. F. C. carver, Hanway-st. Oxford-st.—*Horne*, R. baker, Oxford.—*Kerr*, A. beer retailer, Romford.—*Mills*, J. carpenter, Rochford.—*Peart*, R. scribbler and fuller, Leeds.—*Philpot*, J. victualler, Morden.—*Pope*, J. jun. farmer, Finchley.—*Price*, T. victualler, Shrewsbury.—*Puttnam*, J. fishmonger, Northampton.—*Renshaw*, M. R. general shopkeeper, Liverpool.—*Robinson*, J. overlooker, Bingley.—*Senior*, G. candlewick manufacturer, Manchester.—*Smith*, A. butcher, Liverpool.—*Smith*, J. scribbler and fuller, Leeds.—*South*, W. jun. brick maker, Whitgift, Yorkshire.—*Taylor*, G. stationer, Lewisham.—*Thomlinson*, G. plumber, Leeds.—*Turner*, R. R. attorney, Eccles.—*Welch*, R. clerk, Great Yarmouth.—*Whittington*, G. T. butcher, Walcot-sq. Lambeth.

Gazette, June 28.

Barker, B. joiner, Pontefract.—*Barnard*, J. coal meter, Brompton.—*Bragg*, G. grocer, Prittlewell, Essex.—*Collis*, J. coal merchant, Berkeley-st. Clerkenwell.—*Cope*, C. commission agent, Edgbaston.—*Crawshaw*, J. woollen weaver, Rochdale.—*Dobby*, T. cabriolet proprietor, Brownlow-mews, Guildford-st. Russell-sq.—*Folkinghorne*, B. out of business, Plymouth.—*Gates*, J. saddler, Peckham.—*Haddock*, S. joiner, Nottingham.—*Lambrook*, J. watch maker, Soham, Cambridgshire.—*Newsome*, J. engineer, Batley.—*Pratt*, J. straw bonnet blocker, Dunstable.—*Quelch*, J. jun. hair-dresser, Reading.—*Rushworth*, W. travelling tea dealer, Bradford.—*Rutley*, S. carpenter, Bromley, St. Leonard's.—*Senior*, G. candle-wick manufacturer, Manchester.—*Simmonds*, G. traveller, Brighton.—*Swann*, E. victualler, Ipswich.—*Tucker*, G. coffeehouse-keeper, Bath.—*Turner*, F. colliery viewer, Newcastle-upon-Tyne.—*Webb*, I. butcher and baker, Formarton, Gloucestershire.—*Weston*, H. W. agent, Shaftesbury-st. Hoxton, and Basinghall-st.—*Whiting*, J. plumber, Deptford.—*Williams*, T. box maker, College-st. West, Camden-town.—*Wilson*, J. chenille manufacturer, Sclater-st. Bethnal-green.—*Woodward*, J. lace manufacturer, Nottingham.

From the Gazette of Friday, July 5.

Bankrupts.

Skelton, T. H. stationer, Southampton.—*Stokes*, F. importer, London-wall.—*Tansley*, W. straw-plait dealer, St. John's-street.—*Casanas*, M. wine-merchant, Fenchurch-street.—*Ramsay*, J. cheesemonger, Chapel-street, Somer's-town.—*Swaine*, T. J. innholder, Newland-street, Eaton-square, Pimlico.—*Hindmarsh*, T. grocer, Hartlepool, Durham.—*Plank*, F. perfumer, Plymouth.—*Vernon*, J. licensed victualler, Monks Coppenhall, Cheshire.—*Lodge*, R. innkeeper, Thornhill, Yorkshire.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTHS.

LYTTELTON.—On the 29th ult. at 39, Grosvenor-place, Lady Lyttelton, of a son.

VANSITTART.—On the 7th of May, on board of the ship Queen, the lady of W. Vansittart, esq. Bengal Civil Service, of a son.

YATES.—On the 19th ult. in the Victoria-park, near Manchester, the lady of Joseph St. John Yates, esq. barrister-at-law, of a son.

MARRIAGES.

BOYLE, Alexander, esq. Commander, R.N. second son of the Right Hon. David Boyle, Lord Justice General of Scotland, to Agnes, youngest daughter of James Walker, esq. of Gt. George-street, Westminster, at St. Margaret's, Westminster.

RUSSELL, Lord Alexander George, youngest son of the late Duke of Bedford, to Anne [illegible], youngest daughter of the late Sir Leonard Worsley Holmes, bart. of Westover, Isle of Wight, at St. George's, Hanover-square.

DEATHS.

ALDERSON, Elizabeth, relict of the late Adam Alderson, esq. solicitor, of Tokenhouse-yard, Lothbury, at [illegible], Pentonville, on the 29th ult. aged 76.

HOLLINGWORTH, Mary, relict of the late Benjamin Hollingworth, esq. at Chelsea, on the 28th ult. aged 84.

MELMOTH, James Proctor, esq. solicitor, at [illegible], on the 29th ult.

SCHOLEFIELD, Joshua, esq. of Edgbaston-grove, Birmingham, M.P. after a short illness, on Thursday, the 4th inst. aged 76.

THE REPORTS.

HOUSE OF LORDS.

THE SUSSEX PEERAGE.

The committee of the House of Lords sat on Tuesday morning at ten o'clock, to receive the opinion of the learned judges upon the question propounded to them in this case. The Earl of Shaftesbury presided, and there were present—The Lord Chancellor, and Lords Brougham, Denman, Cottenham, Campbell, and Langdale, and the majority of the judges.

Sir NICHOLAS TINDAL, Chief Justice of the Court of Common Pleas, read the following decision of the judges. The question proposed by your lordships to her Majesty's judges is this, namely—"Evidence being offered of a marriage solemnized at Rome in the year 1793, by an English priest, according to the rites of the Church of England, between A B, the son of his Majesty, King George III. and C D, a British subject, without the previous consent of his said Majesty, assuming such evidence to have been sufficient to establish a valid marriage between A B and C D, independently of the provisions of the statute 12 Geo. 3, c. 11, would it be sufficient, having regard to the statute, to establish a valid marriage in a suit in which the eldest son of A B claims lands in England as heir of A B, by virtue of such alleged marriage?" In answer to this question, I am requested by my brethren to inform your lordships that it is the unanimous opinion of all the judges who have heard the arguments in this case, that, assuming the evidence to have been sufficient to establish a valid marriage between A B and C D, independently of the provisions of the statute 12 Geo. 3, c. 11, it is not sufficient, having regard to that statute, to establish a valid marriage in a suit in which the eldest son of A B claims lands in England as heir of A B, by virtue of such alleged marriage. The question, my lords, turns entirely on the legal construction of the statute before referred to, and is shortly this—whether to become a marriage within the prohibition of the statute, it is necessary that it should have been contracted within the realm of England; or whether the statute extends to prohibit and annul a marriage wherever the same shall be contracted and solemnized, whether within the realm of England or without. It is scarcely necessary to observe to your lordships that the question states that A B is the son of his late Majesty King George III. and applies to a descendant of the body of his late Majesty King George II. not being the issue of any princess married into a foreign family, so that A B falls precisely within that class or description of persons with respect to whose marriage the statute intended to legislate; that is, he falls within that description or class for whom the statute may be considered to have been framed, with respect to him personally and individually, as if it had been enacted in express terms that A B should not be capable of contracting a marriage without the previous consent of the reigning sovereign signified under the great seal, and declared in Council; and again, that the marriage of A B without such consent having been obtained, shall be null and void to all intents and purposes. The general rule for the construction of Acts of Parliament is, that they shall be construed according to the intention of the Parliament which passed those Acts. If the words of the statute are in themselves precise and unambiguous, then no more can be necessary than to explain those words in their natural and ordinary sense. The words themselves alone do, in such case, best declare the intention of the lawgivers; but if any doubt arises upon the terms employed by the Legislature, it has been held as a satisfactory means of interpreting the intention of the statute to call in aid the ground and cause of making that statute, and to have recourse to the preamble, and that, according to Dyer, C. J. in *Plowden*, is called "a key to open the minds of the makers of the Act, and the mischiefs which it is intended to redress;" and, looking to all the grounds of interpretation, we think they concur in the present instance, in demanding that construction of the statute at which we have arrived. For, in the first place, the words of the statute itself appear to us to be free from all ambiguity: the prohibitory words of the statute are plain, that "no one of the persons therein described shall be capable of contracting matrimony;" and again, "that every marriage or matrimonial contract of any such person shall be null and void to all intents and purposes whatsoever." The statute does not enact any incapacity to contract matrimony within one particular country or district or another; but to contract matrimony *generally* and in the *abstract*; it is an incapacity attaching itself to the *person* of A B, and he cannot divest himself of it wherever he goes; but as a marriage once duly solemnized in any country will be a valid marriage all the world over, that incapacity to contract a marriage at Rome clearly falls within the prohibitory words of the statute, and so it incapacitates him from contracting it in England. The words as to the second section or annulling branch of the enactment are very broad, "that every such marriage, without such consent, shall be null and void;" the words employed are general, or more properly universal, and cannot be satisfied in their plain, literal, and ordinary meaning, unless held to extend to all marriages whatsoever, in whatever part of the world they may have been contracted and solemnized. The concluding words of the second section threw light on, and confirm the interpretation to be given to the first. By the second section, the descendants of the body of Geo. III. being above the age of twenty-five years, who shall "persist in their resolution to contract a marriage disapproved of, or dissented from, by the king, upon giving notice to the Privy Council are enabled at any time before the expiration of twelve calendar months after such notice to contract such marriage, and such marriage may be duly solemnized without the previous consent of his Majesty, his heirs, or successors, and such marriage declared to be good, as if the Act had never been made, unless both Houses of Parliament shall, before the expiration of the said twelve months, declare their disapprobation of such intended marriage." The words employed in this section are the same as in the first, *to contract a marriage and to marry generally*, without reference to the particular country wherein the marriage is contracted or solemnized; but as no doubt can be entertained by any one, that any marriage taking place, with a due observance of the requisites of the second section, shall be equally valid, whether contracted and celebrated at Rome or in England; so we think it would be contrary to all established rules of construction, if the same words in the first section were to receive a different sense from those in the second; if it should be held that a marriage at Rome, contracted with reference to the second section, is made valid, at the same time that a marriage at Rome is not prohibited under the first. Indeed, it is scarcely supposable that the Legislature should have provided the minute and laborious machinery of the second section, and to have interposed such a check against marriages without consent, and at the same time have rendered these marriages so celebrated valid in one given state of circumstances, if a party himself, who is subject to such legislation, by an easy journey, or a voyage of a few hours, might render all its provisions useless and set the statute at defiance, by contracting a marriage abroad with whomsoever he thought proper. And, my lords, it is not unworthy of remark, while we are looking to the body of the Act, in order to discover its interpretation, that that very exception from the prohibitory clause, that the issue of those princesses who have married or may marry into foreign families, affords some proof that marriages abroad could not have been out of the view or contemplation of the Legislature at the time of passing the Act, as such marriages might not unfrequently be celebrated out of England. It was contended in the course of the argument at your lordships' bar, that the Act of the English Legislature could have no binding force beyond or out of the realm of England; and if by this it is meant that it can have no obligatory force on subjects of another state, the position is no doubt correct to its full extent; but it is equally certain, that the Act of the Legislature would bind the subjects of this realm, both within and without; and such was its intention. Indeed it is admitted by the learned counsel for the claimant, that if there had been found in the statute these words, "marriage within the realm of England, or without," or other words equally applicable to such an enactment, the capacity to contract a marriage would have been taken away, and a marriage there solemnized would have been made null and void. But if the words actually found in the statute are comprehensive enough to include all marriages within England as well as without, as we think they do; and if, at the same time, the restraining the sense of these words to a marriage within England must necessarily defeat the object and purposes of the Act, as we think it would do, then it seems to us to follow that the construction of the Act must be the same, whether these words are found within the statute or not. Surely, if a marriage of a descendant of George II. contracted and celebrated in Scotland, or Ireland, or on the continent, is to be held a marriage not prohibited by the Act, the statute itself may be considered virtually and substantially a dead letter from the first day it was passed. But the object and purpose for which this Act was passed, and the mischiefs it was intended to prevent thereby, are clear, and leave no doubt as to the proper construction of the Act. It was founded on policy, expediency, and wisdom, which required that no marriage of any branch of the royal family should be contracted which should be detrimental to the interests of the state, whether at home or abroad, the object being declared by the preamble to be "the more effectually to guard the descendants of his late Majesty George II. from marrying without the approbation of the reigning sovereign;" and it declares the marriages of the Royal Family to be of the highest importance to the state, and, therefore, the kings of these realms have ever been intrusted with the care and approbation thereof; but this object is frustrated and the mischief remediless, and the power of the sovereign nugatory, if a marriage out of England, confessedly to avoid the operations of this statute, is to be held good and valid when celebrated out of the country. And it was argued, on the part of the claimant, that as it is directed in the first section of the Act, that the consent, under the great seal, shall be set out in the license and register of the marriage; that this direction can only be applicable to the case of a marriage celebrated in this country only, and as not extending to a foreign marriage. But to this objection it appears to be a sufficient answer that the only words in that section that are essential to make a marriage a valid marriage, are those which require the previous consent of his Majesty signified under the great seal, and declared in Council, and that the words which follow, directing such consent to be set out in the license and register, are, as the very words import, directory, only, and not essential, and are applicable to those cases alone where they can be applied merely to the case of a marriage celebrated in England by a license in England; for it would be impossible to contend, if the marriage of A B had been celebrated at Rome without the previous consent of his Majesty King George III. signified under the great seal and declared in Council, that such marriage would not have been held to be valid to all intents and purposes, though the observance of such directions, that such consent should be inserted in the license and register of the marriage, had become in this case impracticable. It is further contended in the argument, that inasmuch as, by the third section of the Act, "all persons who wilfully and knowingly presume to solemnize, or assist, or shall be present at the celebration of any marriage, or at the making of any matrimonial contract, without such consent, shall incur the penalty of a *præmunire*," and as there is no provision made in this section for the trial and punishment of the offenders when the offence shall be committed out of England, the necessary inference must be that the statute does not extend to prohibit marriages out of England; but we think the inference, that the penal clause is itself defective in not making provision for the trial of British subjects where they violate the statute out of the realms, is a more just and reasonable inference; but that we should not refuse on that account to give the plain words of the statute their necessary force, and hold the enactment itself to be useless and inoperative. We therefore think, for the reasons we have humbly given to your lordships, that the eldest son of A B, under the circumstances stated in your lordships' question, regard being had to the statute 12 Geo. 3, c. 11, could not make out a good title, as heir of A B, to the lands sought to be recovered.

This decision was then affirmed by the committee.

Equity Courts.

LORD CHANCELLOR'S COURT.

Friday, March 22.

Re WALKER, a Lunatic.

Deposit of shares.

Lowndes supported a petition by the committee of the estate, that he may be at liberty either to deposit with the commissioner, or sell shares in the Ayr and Calder Canal Navigation, to the extent of 3,800*l*.

The LORD CHANCELLOR.—Let the shares be deposited.

Re GROVES, a Lunatic.

Allowance.

The brother of the lunatic had died intestate, leaving only an illegitimate child, and by his brother's death the lunatic had received an addition to his property.

Cooper supported a petition for an increased allowance, and urged that some provision was necessary to be made for the brother's child out of the lunatic's allowance.

The LORD CHANCELLOR.—On the ground of an increased income, the lunatic's allowance may be increased.

Friday, March 29.

Re DYCE SOMBRE, a Lunatic.

Practice in lunacy—Security by committee for foreign assets—Wife's paraphernalia—Allowances.

The securities of the committee of the estate having been approved by the commissioner, on a petition to confirm the commissioner's report, the general management of the lunatic's affairs was discussed by

Tinney and *Lloyd*, for the committee of the estate of the lunatic.

Bethel and *Calvert*, for the wife and committee of the person.

Romilly, for the next of kin.

The LORD CHANCELLOR.—The committee of the estate must give security for the whole of the estate in this country; but he need not give security for the debts due to the lunatic in India, and with which, therefore, he must not intermeddle.

Tinney, for the committee of the estate, having required that Mrs. Dyce Sombre should give security for the personal jewels and ornaments left in her possession, and which were said to be very valuable,

Calvert said, it was unusual for the wife to give security for that which constituted her paraphernalia.

The Lord Chancellor.—There must be an inquiry into the circumstances under which she became possessed of these jewels, and as to their nature and value. His lordship also intimated that the committee of the estate in this case should be allowed a salary; as, from the nature and magnitude of the estate and the circumstances of the case, none but a professional person and a stranger to the family could be found to undertake the duties.

Romilly, for the next of kin, said the husband of one of the two sisters, the lunatic's next of kin, had been in the habit, under Mr. Sombre's direction, of paying certain pensions in India, to persons whose sole means of subsistence consisted of those pensions, and he asked that an inquiry may be had as to the propriety of continuing those pensions.

Wakefield and *Walpole*, for Mr. Sombre, who had presented a petition to supersede the commission.

The Lord Chancellor. — The pensions cannot be paid without an inquiry; but the expense of these complicated inquiries must be enormous, and I will name an early day for hearing the petition to supersede.

Re Gallon, a Lunatic.

Practice in lunacy—Costs of solicitors retained by the lunatic to resist commission.

In this case the lunatic, an elderly lady, had written to the petitioners, who are solicitors, "that she wished them to take the most marked measures to oppose the proceedings of Messrs. Stephenson, who were seeking to deprive her of liberty and property." The commission had issued, and the lady had been found lunatic, and the petitioners now asked for their costs incurred in resisting the commission.

Daniell objected that the letter referred to was not really the letter of the lady herself. These petitioners were really the solicitors of the parties interested in opposing the commission. There was no affidavit, but the circumstance, that a suit had been instituted for an account of the lunatic's estate, and the petitioners were the solicitors of the accounting party. (*Re Knight*, in Shelford on Lunacy.)

The Lord Chancellor.—I can't decide on vague speculations; I must decide on the affidavits; and here it is proper to make the order for taxation and payment of the costs.

Saturday, March 30.

Re Chambers.

Practice in lunacy—Costs of more than one solicitor for parties in the same interest.

Wilcock supported a petition for (amongst other things) payment of the costs of the solicitor of the committee of the person, as well as the solicitor of the committee of the estate. The two committees could not agree upon one solicitor.

Blunt appeared for the committee of the estate.

The Lord Chancellor.—The costs of both solicitors may be allowed in this instance; but the parties in the same interests ought to appear by the same solicitor, and I must apply myself to consider whether some means cannot be adopted to prevent such occurrences in future.

Saturday, June 22.

Drake *v.* Drake.

Stay of proceedings pending an appeal—Irreparable injury from discovery.

Cooper moved on behalf of the defendant, by way of appeal from the decision of Vice-Chancellor Wigram, to stay proceedings pending an appeal.

The plaintiff and defendant are brothers, and the bill is filed to obtain a discovery in aid of an action of ejectment which the defendant in equity had commenced against the plaintiff. The defendant had put in a plea to the bill, which had been overruled on the 9th of March, and the plaintiff was now pressing for an answer. If the answer was enforced, the appeal would be rendered useless, as the whole effect of the plaintiff's bill would have been answered. (*Wood* v. *Milner*, 1 Jacob & Walker's Reports, 636; *The King of Spain* v. *Machado*, 4 Russell's Reports, 560.)

Romilly.—The plaintiff in ejectment says he is beneficial owner, but that the defendant has the deeds in his possession. The attachment should not issue for three weeks.

The Lord Chancellor.—That will meet the justice of the case. I will dispose of the costs of the application at a future time.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Tuesday, June 25.

Knight *v.* Marjoribanks.

(By Supplemental Bill.)

Practice—General Orders, 11*th November*, 1841, *and* 5*th May*, 1837; *Sections* ix. 2, *and sec.* iii.—*Demurrer—Setting the same down for argument by plaintiff under* 34 *New Or.* 26 *Aug.* 1841—*Laches. Where a plaintiff, under the last-mentioned order, is entitled to set down the demurrer, but has been prevented from so doing through the negligence of his solicitor, the neglect of such solicitor must be regarded as that of the client, and any misconduct of an attorney cannot be allowed to damnify the other party. The Court will not, therefore, under the above circumstances, relieve the party by discharging its own order, or enlarge the time for setting down a demurrer for argument after the usual time for so doing has expired.*

This was a motion made to the Court involving two questions: first, whether, under the circumstances hereafter mentioned, the notice was not given in the wrong branch of the Court; and, secondly, whether the gross neglect of plaintiffs' solicitor in not setting down a demurrer for argument within the period required by Rules of the Court,(*a*) ought to prejudice the defendant, who had been guilty of no default or misconduct in the suit whatever.

The facts relating to the first question are the following:—In the original cause an order was made by the Vice-Chancellor Wigram, upon the defendants' motion, on the 5th of December, 1842, for a commission to examine witnesses in Van Diemen's Land, which was opposed by the plaintiffs, with affidavits filed on both sides. Before that motion was made a notice was served by the defendants on the clerk in court (now the Writ and Record Clerk), as directed by the General Order of the 11th of November, 1841, sec. 4,(*b*) to attach the cause to the Vice-Chancellor Wigram's Court, but which he refused to receive, on the ground that, being an Exchequer cause, it was not within that General Order, and that the order for the commission then about to be specially moved for would of itself attach the cause to that branch of the court. The plaintiff, however, on the 30th of March last, applied by counsel to the Vice-Chancellor of England's Court, for leave to make the motion for setting down the demurrer to be argued before his Honour on Tuesday, the 2nd of April following, and then served notice of abandoning the motion of which he had given notice before Vice-Chancellor Wigram, notwithstanding the time within which the demurrer should have been set down to be argued had expired.

As to the second question, which involved the merits of the present application, it was not denied by the defendants but that the plaintiffs' original attorney had grossly neglected his clients' interests. From the affidavit of the plaintiffs, it appears that they employed one Geo. W. Poole, of Furnival's-inn, to commence and prosecute this suit on their behalf; that the original bill was filed in the Court of Exchequer on the 22nd of March, 1839; the bill was amended on the 2nd of November, and re-amended on the 5th of March, 1840; that the plaintiffs filed their supplemental bill on the 1st of May, 1843, to which the defendants appeared on the 8th of May, 1843, and filed their demurrer and answer on the 6th of July following to the supplemental bill. By the 34th Rule of the 26th of August, 1841, the demurrer ought to have been set down for argument by G. W. Poole within three weeks after it was filed, and notice thereof served, which three weeks expired on the 27th day of July last, but he neglected to do so; the consequence of which was, that the demurrer was held to be sufficient, and the plaintiffs were held to have submitted thereto, of which the plaintiffs were first made acquainted some time about January last.

The plaintiffs, moreover, deposed that they had paid G. W. Poole large sums of money to encourage him to prosecute the suit vigorously, to an amount far exceeding any demand which he might have had against them, and that in the month of July last, Poole became embarrassed in his circumstances, and absented himself from his office and wholly neglected to attend to his business, and was in the month of December last proclaimed an outlaw. That from the moment the plaintiffs made the discovery of Poole's embarrassed circumstances, they endeavoured by every means to obtain the papers in the suit, and for an order, with Poole's consent, that another solicitor should be substituted in his place, but this they were unable to do until the 11th of March last. They stated, moreover, that unless they were allowed to set the demurrer down for argument, their interests would be materially injured; and as soon as the appointment of T. Nias as their solicitor took place, they applied for, and obtained, an office copy of the demurrer and answer, and laid the same before counsel to advise thereon, and that no delay had arisen on their part in applying to the Court, but that the present application to the Court was not made for the purpose of delay.

The affidavits filed on behalf of the defendants went to prove that Poole, the original solicitor for the plaintiffs, was at his office in Furnival's-inn on the 3rd, 4th, and 9th of August last. That with reference to the statement of the plaintiffs that they were unable to procure an order, with the consent of Poole, to substitute Nias as their solicitor in the suit, until the 11th of March, it was ascertained, upon inquiry of the secretary of the Master of the Rolls, that such order required no consent on the part of Poole, and might have been obtained at any time without his consent. And, further, that the alleged rights and interests of the plaintiffs would not at all prejudice, nor the justice to which they conceived they were entitled be defeated or prejudiced, unless they were allowed to set down the demurrer to their supplemental bill for argument; on the contrary, the defendants would be materially prejudiced if, at that late stage, the plaintiffs were allowed to raise further issues on the matters covered by the demurrer; such matters being either already in issue in the original suit, or were so far known to the plaintiffs before that such was at issue as to have enabled them to put the same matters in issue, by amendment of the original bill; and that a decree, in the terms of the prayer of the original bill, would put the plaintiffs into possession of all the relief sought by the supplemental bill, and demurred to by the defendants, except as to part thereof, which was sought by way of injunction.

Wakefield appeared for the plaintiffs, and, upon the first question, urged that the fourth order, 11th Nov. 1841, must be taken to apply to causes transferred from the Exchequer; and that they, having obtained the insertion of an entry in the margin of the book of their clerk in court, the words "Vice-Chancellor of England," opposite to the title of the cause, had complied with that order sufficiently to attach the cause to that branch of the court, and that the orders of 5th May, 1837, would have no application. Upon the second question, he submitted that the Court would enlarge the time for demurring, upon the ground that where there is any case of accident, mistake, or neglect, from embarrassed circumstances, the Court will relieve from the effect of its own orders.

Bethel and *R. Palmer*, for the defendants, contended that as the cause came originally from the Exchequer, it was not within the General Order of the 11th Nov. 1841, which does not prescribe any mode by which the causes from that court are to be attached to any particular branch of this court. The Act which abolished the equity jurisdiction of the Exchequer transfers the causes then pending to the "Court of Chancery" generally, and, when so transferred, were no more attached to the Lord Chancellor's Court than to that of the Master of the Rolls. For this reason they were not within the 4th sec. of the Order 11th Nov. 1841, which applied only to causes then in the Lord Chancellor's Court, as distinguished from the Court of the Master of the Rolls. It appears from the affidavits of the defendants, that they consulted Mr. Veal, the clerk of the records and writs, who informed them that the cause could not be attached to any branch of the court under the Order 11th Nov. 1841; but that the first Special Order upon merits, shewn by answer or affidavit, determines what branch of the court an Exchequer cause is attached, both as to all future interlocutory applications and the setting down the cause for hearing, under the General Order of 5th May, 1837, sec. ix. 2, and sec. iii. On the second part of the argument, they contended also, that this was not a case for rescinding the orders of the Court; that the neglect of the solicitor was the neglect of the client; and the plaintiff had not sufficiently accounted for the lapse of time which had expired between the period when his solicitor began to be in embarrassed circumstances and when he last gave his notice of motion to set the demurrer down for argument. If a client has been injured by the neglect or misconduct of his solicitor, he has his remedy against him in another way, and the other party in the suit is not to be damnified thereby. Moreover, the Court had no power to grant the present application, for the demurrer was allowed a year ago; and the attempt was to induce the Court to excuse an indefinite delay, for which there was not one vestige of equity for the exercise of its jurisdiction. That the 34th Order, 26th Aug. 1841, was not a permissive order, but intended to give a *status* to defendants, which the present application sought to displace. There is also a difference between the measure of indulgence which the Court grants to the plaintiff or defendant, and it will relax its rules in favour of the latter under circumstances in which it will refuse to do so on behalf of the former.

Cases cited for the plaintiff: *Pennington* v. *Lord Muncaster* (1 Madd. 555); *Taylor* v. *Salmon* (3 M. & Cr. 109).

Cases for the defendant: *Walmesley* v. *Froud* (3 Rus. & My. 334); *Charlton* v. *Richmond* (4 Bea. 397); *Stanley* v. *Bond* (5 Bea. 175).

The Vice-Chancellor.—I have jurisdiction to hear this motion. The order of 5th May, 1837, applied only to the Vice-Chancellor of England, and there can be no other construction put upon the order

(*a*) The latter clause of the 34th of the Orders 26th August, 1841, declares that "where the demurrer is to part of the bill, the demurrer shall be held sufficient, and the plaintiff be held to have submitted thereto, unless the plaintiff shall, within three weeks from the expiration of the time allowed for filing such last-mentioned demurrer, cause the same to be set down for argument."

(*b*) "——— and the notice of the plaintiff, or of any one of the defendants, or of the person desirous of applying as aforesaid, first given on or after the said 21st day of November instant, shall determine the Court to which such cause shall be attached, unless removed therefrom by any special order to be made by the Lord Chancellor; and that no party or person shall move, petition, or take any proceedings until such notice has been given."—*Vide the Order.*

than what appears upon the face of it. Then if it be so, I apprehend it is an open cause. It is stated, however, to be a general practice in cases of this kind. Now although such a practice is to be treated with common courtesy, it is not binding upon judges, and it is somewhat surprising that there has not been some new order to regulate the new courts in this particular. As to the other question, I do not think that it is sufficiently stated on the part of the plaintiffs to shew mistake or accident; but neglect, which may have arisen, as it is suggested, for want of means. The plaintiffs state that "they have paid the former solicitor large sums of money to encourage him to prosecute the suit vigorously;" so they knew, according to their own representation, that Pool was in embarrassed circumstances all along. Now, if persons will employ solicitors to act for them, and find it necessary to furnish them with money to induce them to prosecute the suit *vigorously*, such clients must take the consequences in not finding out what the real state of the case is.

I refuse the motion with costs.

ROLLS COURT.

June 1 and 24, and July 6.

ATTORNEY-GENERAL *v.* MULLEY.

Construction of 4 Geo. 4, c. 76, s. 3.

The husband forfeiting all interest in the wife's property, in case of their marriage being solemnized by virtue of a license improperly obtained, the settlement thereof directed by the Act is upon the innocent party, or the issue of the marriage, and does not extend to a future marriage.

This was an information filed to obtain a declaration that John Mulley had forfeited all interest in the present and future property of Catherine, his wife, on the ground that the marriage had been solemnized by virtue of a license obtained upon an improper affidavit.

Mr. Cooper, the father of Mrs. Mulley, by his will gave several legacies, and amongst others, 400*l.* and 100*l.* to Mrs. Mulley. The residue he gave to trustees for the benefit of his wife during her widowhood, and after her death, or marriage, in trust for his children then living, payable at twenty-one. The testator having died, a suit was instituted in 1832, to carry out the trusts of the will, by a decree in which the estates were sold, and the proceeds paid into court. Pending this suit the defendant married the said Catherine Cooper; and this information was filed at the relation of her mother and the trustees of her father's will (under the 4 Geo. 4, c. 76, s. 23); and on the 10th March, 1838, a decree was made declaring a forfeiture, and directing a reference to the Master as to a settlement, and in what the property consisted. An account was taken; but it having been found that except as to the legacies of 400*l.* and 100*l.* no immediate benefit could accrue under the will to Mrs. Mulley, the matter was proceeded with only so far as to obtain the Master's approval of a settlement in favour of her and the issue of the marriage. In 1839, Mrs. Cooper married one J. Norman; and some of the reversionary property having fallen into possession, it now became necessary to execute the settlement. It was suggested that the settlement should include the issue of Mrs. Mulley by any future marriage.

Lovatt contended that the Act specifically declared that the settlement should be made for the benefit of the innocent party, or the issue of the marriage.

Sheffield, for the defendants.

The MASTER of the ROLLS directed the settlement to be executed as it was, without any provision for a future marriage, which the Act did not authorize.

July 1 and 6.

TITLEY *v.* WOLSTENHOLME.

Devisee of trust estates—Power to appoint new trustees.

The devisee of trust estates under the will of the surviving trustee, to whom and to two others, and the survivor, and the heirs, executors, administrators, and assigns of such survivor, they had been devised by the original testator, is (there being no power to appoint new trustees) a trustee qualified to act in the trusts of the original will.

This was a bill for the appointment of new trustees under the direction of the Court.

On the 1st June last (3 Law T. 177), the case came before the Court on demurrer to the bill for want of equity, and the question of the validity of the appointment of new trustees not being considered proper to be determined on demurrer, it was directed to stand over, and come on again on answer on the first cause-day after Term.

One Richard Titley, by his will, dated Jan. 16, 1828, gave all his freehold and leasehold property, and all his real estate and effects to his wife, his son Richard, and one Robert Tebbutt, and the survivors and survivor of them, and the heirs, executors, administrators, and assigns of the survivor, on trust for the benefit of his wife and five children. The language used throughout the will in reference to the trustees varied considerably. Sometimes certain acts were directed to be done and powers exercised by the trustees, "their heirs, executors, administrators, and assigns, and the survivors and survivor of them;" again, by them, "their heirs and assigns;" and at other times by them, "and the survivors and survivor of them, and the executors and administrators of the survivor;" but the general scope of the will appeared to be to give the real estate to the trustees, their heirs and assigns, and the personalty to them, their executors and administrators. There was no power to appoint new trustees. The testator died in June 1828, Mrs. Titley, the widow, in 1831, and Richard Titley, the son, in 1835, leaving Robert Tebbutt, the only surviving trustee, who by will devised the trust estates to Edward Titley, David Waddington, and Charles Wolstenholme, on the trusts of Mr. Titley's will. The validity of this disposition being questioned, the bill was filed to obtain a declaration that the trustees appointed by Tebbut were not trustees, and that new trustees might be appointed by the Court.

Bacon argued in support of the bill.

Turner and *Little*, contra.

Milne, for the executors of Tebbutt, asked for his costs.

Cases cited: *Cooke* v. *Crawford* (6 Jur. 723); *Bradford* v. *Belfield* (2 Sim. 264); *Townsend* v. *Wilson* (1 B. & Ald. 608); *Hall* v. *Dewes* (Jac. 189); *Hone* v. *Whitfield* (2 Show. 57); *Lord Braybrooke* v. *Inskip* (8 Ves. 434); *Hall* v. *Bright* (1 Jac. & W. 494); *Midland Counties Railway Company* v. *Westcomb* (11 Sim. 57); 1 Jarm. Wills, 641; 2 Jarm. Wills, 714; 1 Sugd. Pow. 223.

The MASTER of the ROLLS.—My impression at present is, that what has been done is right, but a difficulty arises from the decision in the case of *Cooke* v. *Crawford*. The appointment of an executor is as voluntary as that of a trustee, and if property could rightfully pass to the one, there is no reason why it should not to the other. The trusts were such as to continue beyond the lives of the original trustees, and a dissolution of them therefore was necessary. The testator, therefore, must have known and meant them to be continuing, and not limited trusts; and it is not to be supposed that he, as founder of the trusts, intended the person to execute them should be left to the chance of the surviving trustee having no heir, or, having one, he should be a lunatic or beyond seas, &c. Did he not rather mean to have this corrected by the personal act of the trustee. The testator has reposed personal confidence, and hence, it is said, the words "assigns," so frequently used, cannot authorize a conveyance *inter vivos*, which would destroy that confidence; but that is no reason why it should not have operation when that confidence is at an end. It is admitted that the legal estate passed, and that the devisees are under an obligation to convey as this Court may direct, but it is said that they have not the power to execute the trusts. It seems difficult to support this. I shall mention it again on Monday. Accordingly, 8th July, his lordship restated the points of the case, entered into the question at great length, and intimated that his opinion as to the trustees being properly appointed remained unchanged.

July 3 and 4.

HARVEY *v.* SHELTON and OTHERS; and SHELTON *v.* HARVEY.

Award—Improper conduct in arbitrator—Stat. 9 & 10 Wm. 3, c. 15, s. 2.

If, after hearing the parties, the arbitrator applies to one of them for an explanation of certain matters comprised in the subject-matter of the reference, in the absence of the other, and without giving him due notice or requiring his attendance, it is a sufficient ground to set aside the award.

If an award be delivered before any term, and on the last day of that term resistance is offered to a motion to make the award a rule of court, a notice after that day of a cross-motion for the first day of the following term, to set aside the award, is not too late, within the 9 & 10 Wm. 3, c. 15.

This was a cross-motion, to set aside an award (asked to be made a rule of court) for improper conduct on the part of the arbitrator. By arrangement with the executors of one Gregory, of Nottingham, Shelton, the defendant, became the owner of his trade of bone-crushing, &c. and in 1830 entered into partnership with the plaintiff in that trade, and also in the management of a farm. On the 26th of December, 1832, differences having arisen, they agreed to dissolve, the defendant, Shelton, to take the farm, and Harvey the trade, &c. giving a bond to Shelton for the amount at which the plant, stock, &c. should be valued, but, till the valuation, Shelton was to be at liberty to carry on the trade. Harvey also was to have the trade premises for seven years, at a rent. The valuation was not made, nor the bond given. Shelton then filed a bill for a dissolution and an account (which was answered by Harvey), but did not prosecute it. Harvey then filed a cross-bill, which became the first cause; and on the 18th of February, 1837, there was a decree, directing an account, &c. In August, 1843, affairs not being likely soon to be wound up, it was proposed and agreed to refer the case to a Mr. Wakefield, who served the parties with notice to proceed to Nottingham on the 26th of September following. They accordingly met, and Harvey requested and obtained an adjournment till the next day, to get professional assistance, which, however, he was unable to do. The business went on nevertheless, and each party having advanced all he had to say, the meeting broke up, Harvey supposing, as he alleged, that there would be a final meeting before the award would be made. Wakefield employed one Norris, an accountant, to assist him, and both parties were to have access to the books in his hands. Harvey went to him frequently. On three several occasions Wakefield sent for Shelton and Norris to explain items of the account, but without the knowledge of Harvey, who, however, at his own request by letter, had an interview privately with Wakefield; but on that occasion Wakefield said, "It is all right, the award will soon be ready." It was alleged also, that the decree was not fully carried out in taking the accounts, &c.; that there had been a set-off of unequal sums, &c. There was a preliminary objection taken to the cross-motion, on the ground that it was not made till after the term next following the delivery of the award, and was therefore too late, by stat. 9 & 10 Wm. 3, c. 15, s. 2.

Cases cited: *Auriol* v. *Smith* (1 T. & R. 121); *Rushworth* v. *Barron* (1 H. & W. 122); *Pownall* v. *King* (6 Ves. 10); *Fetherstone* v. *Cooper* (9 Ves. 67); *Alardes* v. *Campbell* (1 Barn. 152); *Walker* v. *Frobisher* (6 Ves. 70); *Re Hicks and Others* (8 Taunt. 694); *Pepper* v. *Gorham* (4 J. B. Moore, 148); *Dodington* v. *Hudson* (1 Bing. 384); *Matson* v. *Trower* (1 R. & M. 17); *Wilkinson* v. *Page* (1 Hare, 280); Watson on Arbitr. 217, 240.

Daniell, for the plaintiff Harvey.

Turner and *Glasse*, for Shelton.

Thomas Parker, for the executors.

The MASTER of the ROLLS.—This is a motion to set aside an award, and three objections are raised to it; first, that it is irregular, because there was no final meeting, as was understood there would be; secondly, that the arbitrator acted improperly in consulting Shelton in the absence of Harvey; and, thirdly, that he exceeded his authority, &c. As to the first, both parties were probably mistaken, and it was at the discretion of the arbitrator to have another meeting or not. As to the second, it was very indiscreet, to say the least of it, to act in the manner the arbitrator has done; and as to the case of a mercantile reference being less strict in this respect, I entirely repudiate such a distinction. The conduct of Harvey was also improper in writing the letter. As to the third point, the arbitrator had large powers given him by the parties, and might go much farther than probably this Court would go. The complaint made on the last day of Easter Term, in opposition to the motion to make the award delivered on the 30th of March a rule of court, is sufficient to save the statute.

The award must be set aside.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Wednesday, July 3.

ATTORNEY-GENERAL *v.* SEVERNE.

Marriage Act—Minors.

The 23rd section of the 4 Geo. 4, c. 76, is applicable to a case where the innocent party has no property either in possession, reversion, remainder, or expectancy.

Where, at the hearing of an information under this Act, an inquiry was directed, and more than a year had elapsed since the marriage, the inquiry was limited to the allegations contained in the information.

This was an information under the 23rd section of the 4 Geo. 4, c. 76, for the purpose of having a declaration by the Court of the forfeiture by the defendant, Mrs. Severne, of all estate, right, title, or interest in any property which had accrued or should accrue to her by force of the marriage between her and the other defendant, her husband, and that the same estate, &c. might be secured as the Court should direct. The husband and wife were both minors, and, on the 18th of October, 1842, were married by license at Nottingham. The license was alleged to have been obtained upon the oath of the wife that they were both of full age. There was no property to which the husband was entitled.

Swanston and *Smythe*, for the informant, who was the mother of Mr. Severne, cited *Attorney-General* v. *Mullay* (4 Russ. 329), and *Attorney-General* v. *Lucas* (2 Hare, 566).

Wigram and *W. T. S. Daniell*, for the defendants, argued that the suit could not proceed, as it was not a case within the Act, as the property which she might hereafter take would not be taken "by force of the marriage." They also objected that it was not sufficiently proved that the false oath was taken by the wife, there being no proof of the identity of the person who took that oath with the wife, and that if further inquiry were granted to the informant, the evidence must be limited to the allegations contained in the information, as the year within which the information is by the 25th section of the Act directed

to be filed, had now expired. They cited *Brownsword* v. *Edwards* (2 Ves. sen. 242).

The Vice-Chancellor.—I mean, Mr. Swanston, to give you an inquiry. Shew me cause, if you can, why it should not be limited to the allegations in the information.

Swanston, in reply upon that point.

The Vice-Chancellor.—When evidence to a certain extent has been given in support of a complainant or informant in a case in equity, but it is not in the view of the Court sufficient at the hearing, and the Court sees a probable certainty that the evidence may be added to, it is matter for the discretion of the Court whether opportunity should be afforded to bring further evidence. It cannot be said, in the present case, that the parties are without evidence. The point is, whether a marriage between two minors has been solemnized upon the affidavit of one of them that they were both of full age. It is satisfactorily proved that a marriage has taken place between two minors. The marriage could not have taken place without an affidavit. There is no proof of any other affidavit but one. In the registry of the Archdiaconal Court of Nottingham there is a paper purporting to be the affidavit of this young woman, which affidavit, if made by her, is untrue. There is, however, no affidavit of identity. Under ordinary circumstances, it is a legal probability, to say no more, that the affidavit was made by the party by whom it purports to be made. This affidavit is made on the 18th of October, 1842, and the marriage takes place on the same day. Now, considering these facts and the depository in which the affidavit is, and that there is no suggestion of any other affidavit, it would be monstrous for me to say that there is no evidence; and I am rather disposed to think, that had the parties been adults and the question purely civil, it would have been sufficient. It is then said that there is no evidence that she knew the contrary; it is proved by evidence, which, however, is not in issue. Now, considering that this information was filed for what has been considered by the legislature a public beneficial object, and that no new information can now be filed (for, as I understand, more than a year has elapsed since the marriage), and that the intention of the legislature would be defeated, it would be gross miscarriage if I were not to order an inquiry. It is then said that this case is not within the Act, as the husband has no property, and will lose every thing by his dying under age, he being now a minor. And it is said that no property which can hereafter come to the wife, will be property obtained "by force of the marriage." I can conceive various cases in which this would happen, and I am of opinion that the mere circumstance that the husband has no property in possession, reversion, remainder, or expectancy, does not take the case out of the Act. His Honour then directed that the case should stand over, with liberty for the informant to exhibit an interrogatory or interrogatories, for the purpose of proving the allegations contained in the information.

July 3 and 4.

Cort *v.* Winder.

Will—Construction.

Where a testator gave the residue of his personal estate to trustees upon trust for all and every his first cousins german, to be equally divided among them, share and share alike, to whom he gave and bequeathed the same, and in case any of his said cousins should depart this life before their respective shares should become due or payable, leaving any lawful issue him or her surviving, he directed that such issue should have and be entitled to the same share or shares as his, her, or their parent or parents would have been entitled to if living, it was held, that the testator meant all his first cousins living at his death, and those only should take; with the exception, that if any of his first cousins living at the date of his will, or born afterwards before his death, should die leaving issue, then the share should go to such issue.

Arthur Armistead, the testator in this cause, by his will, dated Nov. 10, 1832, after giving several legacies and annuities to different persons, gave all the residue of his personal estate to trustees, upon trust, in the first place, for securing the said several annuities, and subject thereto, upon trust, for all and every his first cousins german, to be equally divided amongst them, share and share alike, to whom the testator gave and bequeathed the same; and in case any of his said cousins should depart this life before their respective shares of the residue of his moneys and personal estate should become due or payable, leaving any lawful issue him or them surviving, the testator directed that such issue should have and be entitled to the same share or shares of the same residue and moneys as his, her, or their parent or parents would have been entitled to if living. The testator died on the 25th of May, 1837. Two of the testator's first cousins died in his lifetime, one leaving issue, the other not. A question, therefore, had arisen as to these shares.

Temple, *Spence*, *Phillips*, *Canterien*, *Daniell*, *Bellamy*, *Freeling*, *Bacon*, *Mylne*, *Terrell*, *Russell*, and *Rasch*, for the several parties.

The cases of *Shuttleworth* v. *Greaves* (4 My. & Cr. 35); *Tytherleigh* v. *Harbin* (6 Sim. 329); *Viner* v. *Francis* (2 Cox, 190); and *Gray* v. *Garman* (2 Hare, 268), were cited.

The Vice-Chancellor.—My impression remains that the testator here intended the whole of the shares to go to the same class of persons, and that he intended the right to them to be ascertained at the same time; there is no break—no difference in division. If that is so, the words "due or payable," which are capable of a variety of interpretations, ought in this will to be construed as referring to the death of the testator. It is apparently difficult to reconcile with that construction the principle of the decision in the case of *Viner* v. *Francis* and other cases of that kind, which attribute these words to the persons who *represent* this class at the time of the death. It is urged that, upon a liberal construction, the word "said" must be confined to those cousins who may be living at the death of the testator. I am of opinion that the word "said" is not even literally and of necessity in the way. In the first place, they are spoken of as "cousins german," afterwards as "said cousins." In my opinion it is consistent to read it either way; and I think, according to the just interpretation of this will, the testator meant all his first cousins living at his death, and those only to take; with this exception, that if any of his first cousins living at the date of his will, or born afterwards before his death, should die, leaving issue, then the share of such cousins to go to such issue.

Common Law Courts.

COURT OF QUEEN S BENCH.

Saturday, July 6.

Belcher *v.* Sambourne.

The assignees of a bankrupt cannot maintain an action for money had and received against a creditor who, in contravention of 6 Geo. 4, c. 16, s. 8, has received from the bankrupt, after docket struck against him, any payment, gift, delivery, satisfaction, or security, whereby such creditor may receive more in the pound in respect of his debts than the other creditors.

Declaration by the assignees of a bankrupt named Carey, for money had and received, on a promise of payment to the bankrupt, and a promise to pay the assignees.

Pleas, that the defendant did not promise, and that the plaintiffs were not assignees.

The bankrupt had been in embarrassed circumstances in November and December 1841, and on the 30th of November, 1841, the defendant struck a docket against him, and issued a fiat thereon on the 6th of December following. No further proceedings took place on that fiat, but a composition of ten shillings in the pound was offered, which the other creditors agreed to accept; the defendant, however, and his partner insisted on having 20s. in the pound, and eventually an arrangement was effected, by which the defendant took the bankrupt's promissory notes at one, two, three, four, five, and six months, for 10s. in the pound, and the bankrupt's notes at twelve to forty-eight months for the remaining 10s. in the pound. On the 2nd of February, 1842, the first note under this arrangement, being for 40*l*., was paid; and on the 12th of March, a second note, to the same amount, was also paid. The bankrupt left this country on the 6th or 7th of March, 1842, having previously assigned his property to his father to raise the fund for the creditors; the fiat of bankruptcy under which the plaintiffs claimed is dated the 4th of April, the day on which the first of the promissory notes given for the payment of 10s. in the pound to the general body of creditors became due. At the trial, the principal struggle was to prove the act of bankruptcy; it was, however, established, and the question resolved itself into this, whether the defendant had notice of the act of bankruptcy so as to prevent him from having the benefit of the statute 2 & 3 Vict. c. 79. Thereupon the counsel for the plaintiffs contended, that in consequence of the defendant and his partner having struck a docket, and issued a fiat in December 1841, the receiving the promissory note for the instalments, and the sums paid on those two or three which first became due, brought the defendant, both in respect of notice and of liability, within the operation of the 6 Geo. 4, c. 16, s. 8, which enacts, "That if any such trader, liable by virtue of this Act to become bankrupt, shall, after docket struck against him, pay to the person or persons who struck the same, or any of them, money, or give or deliver to any such person any satisfaction or security for his debt, or any part thereof, whereby such person may receive more in the pound in respect of his debts than the other creditors, *such payment, gift, delivery, satisfaction, or security shall be an act of bankruptcy:* and if any commission shall have issued upon the docket so struck as aforesaid, the Lord Chancellor may either declare such commission to be valid, and direct the same to be proceeded in, or may order it to be superseded, and a new commission may issue, and such commission may be supported either by proof of such last-mentioned or any other act of bankruptcy; *and every person so receiving such money, gift, delivery, satisfaction, or security as aforesaid, shall forfeit his whole debt, and also repay or deliver up* such money, gift, satisfaction, or security as aforesaid, or the full value thereof, to such person or persons as the commissioners acting under such original commission, or any new commission, shall appoint for the benefit of the creditors of such bankrupt." The counsel for the defendants urged that this provision applied to cases of subsisting bankruptcies only, and not to those in which the fiat had been abandoned. Ultimately, a verdict was returned for the plaintiff, damages 80*l*.

In Michaelmas Term, *Erle*, Q. C. obtained a rule calling on the plaintiff to shew cause why the verdict should not be entered for the defendant, or why there should not be a new trial, on the ground that inadmissible evidence had been received; or why the damages should not be reduced to 40*l*.; the first note having been paid before the act of bankruptcy relied on for the subsisting fiat.

Against this rule cause was shewn, on the 22nd of April, by *Platt*, Q. C., *E. James*, and *Lush*, who, as to the applicability of the 6 Geo. 4, c. 16, s. 8 (the judgment rendering unnecessary notice of the other two points), relied on *Davis* v. *Holding* (11 Ad. & E. 710); *Turquand* v. *Vanderplank* (10 M. & W. 180).

Erle, Q. C. and *Cowling*, contrà, cited *Ex parte Smith* (3 Mon. & Ayr.) *Cur. adv. vult.*

The judgment of the Court was now pronounced by Denman, C. J. to the effect that the question must turn at last on the right of the assignees to receive the sum of 40*l*. first paid. It was difficult to contend that the transaction did not fall within the 6 Geo. 4, c. 16, s. 8; or that, to a certain extent, so far at least as notice was concerned, that section was not applicable. According to its provisions, the defendant was, in the first place, to forfeit his whole debt; that, however, was not the remedy which it was sought to enforce by this action. Then, also, he was to repay or deliver up the money or security, or the full value thereof; but to whom? To the person or persons whom the commissioners should appoint. In this case the commissioners had not appointed any one, and the assignees had relied on the ordinary operation of the law. Now the case of *Davis* v. *Holding* (11 Ad. & E.) shewed that the debtor himself could not have recovered this money from the creditor; if that were so, neither could the assignees who sued in his right. The rule, therefore, must be made absolute for reducing the damages to 40*l*.

Verdict for the plaintiff—damages 40*l*.

Whitehead *v.* Harrison.

In detinue, a plea traversing the bailment is ill.

Detinue.—The declaration stated a delivery by the plaintiff of an indenture of the plaintiff to the defendant, to be redelivered by the defendant to the plaintiff, when the defendant should be thereunto afterwards requested. Although he was afterwards requested by the plaintiff so to do, he had not delivered it.

Plea—Traversing the bailment. *Demurrer.*

J. Addison, in support of the demurrer.

J. Henderson, in support of the plea.

Cur. adv. vult.

The judgment of the Court was now pronounced by Denman, C. J., to the effect that though, since the new rules, some alteration in the declaration seemed necessary, whereby the plaintiff should shew how the subject-matter of the bailment became his property, still, as none such had been prescribed, the Court was bound by the authorities *Jones* v. *Dowle* (9 M. & W.); *Mason* v. *Farnell* (L. J. May 1844); and there must be

Judgment for the plaintiff.

Reg. *v.* The Tithe Commissioners for England and Wales.

The several Acts for the commutation of tithes in England and Wales being in point of law but one Act, the 34th section of the 2 & 3 Vict. c. 62, restricts the power given to the commissioners by the 45th section of the 6 & 7 Wm. 4, c. 71, "to determine any question touching the situation or boundary of any land whereby the making an award shall be hindered;" and by the 2nd and 3rd sections of the 7 Wm. 4 & 1 Vict. c. 69, to cases in which the boundary line is not, nor is any part of it, the boundary of a county.

This was a rule calling upon the Tithe Commissioners for England and Wales to shew cause why a writ of prohibition should not issue, to prohibit them from making their award in the matter of the commutation of tithes in the parish of Ystradgunlais, in the county of Brecon. From the affidavits it appeared that a certain district was claimed by Sir Charles Morgan, as lord of the manor of Brecon, and that a verdict in his favour placed the lands in Ystrad. On the other hand, the same district was claimed by Mr. Hanbury Leigh, as lord of the manor of Neath, on the ground of a verdict which placed the land in the parish of Cadoxton. The boundary of the two parishes is also a county boundary. The district comprises 500 or 600 acres of land, abounding in minerals. In the year 1839 the tithes were commuted in the parish of Ystrad, by voluntary agreement, and the award confirmed by the

commissioners. In the year 1841 there was a compulsory commutation of tithes in the parish of Cadoxton, and the award was confirmed by the commissioners. It became necessary to apportion the rent-charges, and for that purpose to decide the question to which parish the particular lands belonged.

By the 45th section of the original Act (6 & 7 Wm. 4, c. 71), the commissioners are authorized to hear and determine any question touching the situation or boundary of any lands whereby the making an award shall be hindered, and the decision given under this section is declared to be final and conclusive on all persons, subject to the appeal given in the following section.

By the 1 Vict. c. 69, ss. 2, 3, powers are given to the commissioners, on the application of two-thirds in value of the landowners, to inquire into, ascertain, and set out, the boundaries of any parish or district in manner therein mentioned, and their decision, or in case it be removed by *certiorari* to the Court of Queen's Bench within six months, the decision of the Court, is declared to be final and conclusive as to such boundaries for all purposes whatsoever.

By the 2 & 3 Vict. c. 62, ss. 34, 35, 36, the powers of the commissioners of adjusting boundaries are extended in various ways, and, amongst other things, cases of disputed boundaries between two or more landowners, and also to the defining a new boundary on the application of a certain number of the landowners in any parishes or townships where the boundary is in dispute, or of the landowners, submitting their disputes to the jurisdiction of the commissioners; and the boundary line ascertained, or defined by the commissioners, it is declared (s. 34) "shall thenceforward be the boundary line of and between such parishes, townships, or lands of such landowners respectively, for all purposes whatsoever. But these provisions are not to extend to any boundary line, or part of a boundary line, which is also the boundary of a county; and the boundary declared by the commissioners is to be annexed to, or delineated, on the map annexed to the apportionment of lands or places affected by the decision.

By the 3 & 4 Vict. c. 15, s. 28, the practical difficulties which were found to arise under the last-cited provisions were obviated by extending the powers of the commissioners to cases of application from two-thirds in number and value of the landowners of any one parish, place, or township, whose boundary shall be in question, in compliance with the provisions as to notices therein contained.

By 6 & 7 Wm. 4, c. 71, s. 61, the commissioners are empowered to hold meetings to hear and determine objections to apportionments of rent charge.

By 2 & 3 Vict. c. 62, s. 8, power is given to them to make supplemental awards at any time before confirmation of the apportionment, for the purpose of rectifying the original award in cases of manifest error.

The lands in question have always paid tithes, though scarcely beyond a mere nominal amount, to Cadoxton. In this case the commissioners proceeded for tithe purposes alone, under the 45th section of the Tithe Commutation Act, and in a letter of the 1st Dec. 1842, in which they distinctly say that they could only proceed under the 45th section, suggested the omission of the land in dispute from other apportionments; this the landowners declined. In a subsequent letter, dated 29th July, 1843, the Tithe Commissioners said they could not exclude the lands from either parish, and hence notices were ultimately given in both parishes to proceed under the 45th section, and at the same time notices were given for hearing objections to both apportionments; and on the assumption that it might be necessary to vary the rent-charge if the boundary were varied, a notice was also given in Cadoxton for a supplemental award meeting, under the 2 & 3 Vict. c. 62, s. 8.

The fact that these meetings were so held, and of the proceeding under the 45th section, appeared from the affidavit of the assistant commissioner, who also deposed to the completion of the commutation being hindered by this question of boundary, the district in dispute being now in the apportionment maps of both parishes.

The objections to proceeding under the 45th section were, that inasmuch as the agreements in Ystradgunlais and the award in Cadoxton are both confirmed, the Tithe Commissioners have no jurisdiction under the 45th section, for that section refers only to cases of boundary whereby the making of an award is hindered, whereas it was contended, the award was already made. To this the commissioners replied that the apportionment is a part of the award, being, in fact, a mere schedule to it, and as, by the section, every recital of fact in a confirmed agreement, award, or apportionment, or of any map annexed to it, is taken to be true, it follows that the commissioners cannot permit the land to be in both maps, nor can they say in which it should be, without deciding the question of boundary, and this they can only do under the 45th section, where they contend the words "making an award" must mean effecting and completing a commutation.

But if they were wrong in this construction, then they contend that, by means of a separate award by way of supplement, they could entertain the question of boundary, and the 45th section would thereby come into operation, as the making of such supplementary award would be rendered necessary by such question. Or, that, without any decision under the 45th section, the commissioners could correct the map and apportionment in either parish, under the 61st section of the 6 & 7 Wm. 4, c. 71, by fixing the correct boundary; the difference being, that, under the 45th section, there is provision for an appeal to a court of law, but under the 61st section there is not; the decision of the commissioners under the 45th or 61st sections being merely binding for the purposes of the Tithe Commission Acts, though, under the 2 & 3 Vict. c. 62, under which the commissioners did not propose to act, the decision would be binding for all purposes.

The first stage in the process of commutation is that of fixing the gross rent-charge payable in respect of a parish or district, and which rent-charge may be fixed by parochial agreement, as in Ystradgunlais; or by compulsory award, as in Cadoxton.

After confirmation by the commissioners of such agreement or award, the second stage is to apportion the rent-charge thus fixed and confirmed among the lands of the parish or district which it covers. The power to make a parochial agreement is given by the 6 & 7 Wm. 4, c. 71, s. 17, and of confirming it by s. 27.

The power for the commissioners to fix a rent-charge by a compulsory award, where no agreement has been made, is given to the commissioners by sec. 36, *et seq.*; and of confirming such an award by sec. 52. That of apportioning such a rent-charge is given to the landowners by sec. 53, or in their default for six months, to the commissioners by sec. 54. The 55th section in both cases, requires that the lands to be comprised in such apportionment be truly set forth; and that they refer to a map or plan with a reference shewing the amount charged on the several lands, and to whom, and in what right the same shall be respectively payable. The draft, when prepared, is required by sec. 60 to be sent to the commissioners, who, by sec. 61 are to call meetings from time to time to hear and determine objections to such apportionment.

Hence, inasmuch as the agreement for Ystradgunlais and the award for Cadoxton were, in both instances for gross rent-charges over the respective parishes, it was not till the instruments of apportionment for both came before the commission as under the 6th section, that they could call meetings under the 61st, and at these meetings detect and point out the objections of the same land being included in both apportionments, and the land itself thus described as in both parishes, and so liable to a distributive share of the rent-charges in both; and as this may often happen in neighbouring parishes, it would seem to be only by the exercise of the power in the 45th section that errors of boundary, detected after the first stage of commutation is passed, can be met and rectified.

Inasmuch as by the 27th section every confirmed agreement was declared conclusive on all persons, and by the 52nd, every confirmed award, the power to open and rectify errors was given by way of separate or supplementary award by the statute, already referred to, of 2 & 3 Vict. c. 62, s. 8; the only limit being that it should be done before confirmation of the apportionment. After the confirmation of the latter document, the commutation is at an end, and irrevocable; but till that instrument be confirmed, no agreement or award ever takes effect.

Hence the apportionment is always considered in the light of being a sort of schedule to the agreement or award to which it refers; and in whatever stage either the one or the other may be, they are not deemed by the commissioners to be, in legal language or intendment, an agreement or award until the apportionment is confirmed. It is only from after the confirmation of the apportionment that the land is discharged from tithes and the rent-charge becomes payable. (See the 57th section.)

Against the rule for a prohibition, which it was understood had been obtained at the instance of Sir Charles Morgan, cause was now shewn (June 11) by Sir *F. Thesiger*, S. G. and *Alfree*.

Vaughan Williams, for Mr. Hanbury Leigh, declined to address the Court.

Chilton, Q. C. contrà. *Cur. adv. vult.*

The judgment of the Court was now pronounced by DENMAN, C. J., to the effect that the Court deemed it not unnecessary to observe that no objection had been taken to the rule on the ground that a writ of prohibition had been prayed for. It seemed to be admitted by the Tithe Commissioners themselves that prohibition was the proper remedy; but on that point the Court would not pronounce an opinion. The question whether the Tithe Commissioners had authority to proceed depended on the construction of the statutes, and especially of the 45th section of the 6 & 7 Wm. 4, c. 71, and the 34th section of the 2 & 3 Vict. c. 62. The fair interpretation of the first of these clauses leads to the conclusion that there was not the intention to give the commissioners power to decide on the boundaries of parishes; and if there had been a doubt on that point, it would have been removed by the subsequent statutes. The 34th section of the 2 & 3 Vict. c. 62, is not relied on by the commissioners; but it shews what conditions must be fulfilled before the commissioners can have the power to determine boundaries; and it expressly deprives them of that power in the case of boundaries which at one and the same time divide parishes and counties. Now the 37th section makes this Act part of the original Act of the 6 & 7 Wm. 4, c. 71, and it is admitted that the boundary of these two parishes is also the boundary of the counties of Brecon and Glamorgan; it is clear, therefore, that the Acts do not give the commissioners authority to proceed. The Court thought it right to mention the stat. 1 Vict. c. 69, because the second and third sections gave power to determine the boundaries of any parish or district; but that must be on the application of two-thirds in value of the landowners, and even then, as all these statutes were to be taken as one Act, it would not avail to give power where the boundaries of counties and parishes were conterminous. The rule, therefore, must be made absolute. *Rule absolute.*

REG. v. THE MAYOR AND CORPORATION OF STAMFORD.

When the return to a writ of mandamus directed to the mayor, aldermen, and burgesses of a municipal corporation, within the 5 & 6 Wm. 4, c. 76, commanding them to award compensation for the loss of an office, set up an agreement between the corporation and the officer that the latter should receive as compensation an increased salary for an office which he continued to hold, and also a resolution of the town-council for giving effect to that agreement; and the return was traversed: Held, that the minutes in the books of the corporation reciting the resolution were not admissible as evidence in support of the return, because they were not under the corporate seal.

In this case a writ of *mandamus* had issued, directed to the "Mayor, aldermen, and burgesses of Stamford," commanding them to award compensation to a gentleman named Tockington, for the loss of the office of clerk to the justices, which he had held in conjunction with those of town-clerk and clerk of the peace, still held by him. The return set up an agreement between the prosecutor and the town council that the prosecutor's salary as town clerk should be raised to 100*l.* per annum. On this an issue was raised, which was tried at the last summer assizes for the county of Lincoln, when a verdict was returned for the defendants, with leave to the other side to move that it should be entered for the Crown, on the ground that the minutes in the books of the corporation, whereby it appeared that a resolution had passed for giving to Mr. Tockington the increased salary for one of the offices which he retained, as a compensation for the profits arising from the office from which he had been removed, were not admissible in evidence, they not being under the corporate seal. A rule *nisi* accordingly having been obtained by *Humfrey*, cause was shewn, May 9, by *Hill*, Q. C. *Whitehurst*, and *A. J. Stephen*.

Humfrey, with whom was *Waddington*, contrà.

Authorities cited: 3 Starkie on Evidence, 788; ——— v. *Shark* (Sayer, 187); *Church* v. *Green* (1 M. & M. 259), *Milburn* v. *Bennett* (5 T. R. 381); *Fishmongers' Company* v. *Robertson* (12 L. J. C. P. 185); *Arnold* v. *Mayor of Poole* (12 L. J. C. P. 97); 1 Tidd on Corporations, 450; *R.* v. *Channer* (1 Ld. Raym. 225); *R.* v. *Mayor of Ripon* (ibid. 565); 6 Vin. Abr. Corporation, 291; *De Grey* v. *Mayor of Monmouth* (4 C. & P.); *Mansell* v. *Dulwich College* (2 Fonblanque on Equity, 306); *Marshall* v. *Queenborough* (1 Sim. & Stu. 523). *Cur. adv. vult.*

The judgment of the Court was now pronounced by DENMAN, C. J., to the effect that as the case of *Arnold* v. *The Mayor of Poole* shewed the corporate seal to be necessary to the validity of such an agreement, while the question whether there was such an agreement was raised by the issue, and the fact was that the agreement had not the authentication of the corporate seal, the verdict must be entered for the Crown. *Rule absolute.*

[The question raised by the Court in the course of the argument, whether the writ of *mandamus* for the award of compensation ought not in all cases to be directed to the town council, remains reserved until the application for the peremptory *mandamus* shall be made.]

MILES v. COOTE and WIFE.

Where the Act for building a suspension-bridge directed that the notices of calls on persons who had agreed to advance money on the security of the tolls, should be signed by the clerk or clerks appointed or to be appointed, and, two clerks having been appointed, issue was taken in an action for the amount of calls, on the fact, whether the notice of the calls had been signed by both the clerks: Held, that the jury was not warranted by proof that one of the clerk had signed, in presuming that he signed for both, with the authority of his colleague.

This was an action for the recovery of four sums of 68*l.* due as instalments of a loan, which the defendant had agreed to advance to the trustees of the Clifton Suspension Bridge, on the security of the tolls.

A verdict passed for the plaintiff on certain counts, and for the defendant on others. Subsequently cross rules for correcting the proceedings were obtained, and came on for argument on the 12th of June. The result makes it unnecessary to notice any point but one. The defendant had applied for a new trial, on the ground, that one of the issues being whether the notices of the calls made by the trustees on those who had agreed to advance money to them, which had been served on the defendants, had been duly signed in compliance with the provisions of the Act by which the undertaking was regulated; the Act requiring that the notices be signed by the clerk or clerks appointed or to be appointed; proof being, that the notices had been signed by one only of the two clerks, in the name of and for both, but without the express authority of his colleague.

Butt and *Unthank* shewed cause.

Manning, S. contrà. *Cur. adv. vult.*

The judgment of the Court was now pronounced by

DENMAN, C.J.—We think the defendants entitled to a new trial on the point of the signature to the notices, and do not, therefore, touch the remainder of the matters that have been discussed. The replication to the 13th plea takes issue expressly on the fact of the signatures of both the clerks having been put to the notice, and the proof is that one has signed. The case of *Miles* v. *Bough* was relied on; but in that case there had been an express promise to pay after the notice. It seems probable that the jury understood that they might presume that the signature of one was sufficient if it purported to be for both. The rule therefore must be made absolute.

Rule absolute.

COURT OF COMMON PLEAS.

Saturday, June 29.

WEBB v. AUSTIN.

Termor, on indenture with covenants, mortgaged the residue of the term, and, after condition broken, executed an under-lease of the premises, the under-lessee entering into the same covenants with those in the original lease. This demise by the mortgagor, though he had no legal estate, operates in favour of himself or his assignee against the under-lessee, or his assignee, by way of estoppel, and gives himself, or his assignee, a remedy over against the under-lessee, or his assignee, for breach, by either of the covenants. Therefore, with concurrence of the mortgagee, the mortgagor can make out a good title to convey to a purchaser the interest arising under the original lease.

TINDAL, C. J. in delivering judgment, said,—This was an action to recover a deposit paid by the plaintiff as purchaser upon a sale by auction, on the ground that the vendor had not made out a sufficient title. By the particulars of sale, the property was described as comprising "a long-established furrier's shop, dwelling-house, and various rooms over," for many years occupied by the present respectable tenant, and under a twenty-one years' lease, nine years of which would be unexpired at Lady-day 1843, at the rent, per annum, of 48*l.* the tenant paying the sewers and all other rates, and held by a lease for a term of sixty-four years, at the ground-rent, per annum, of eight guineas. It appears, by the abstract of title, that James Britton, by indenture dated the 30th Sept. 1817, demised the premises in question to William Austin, to hold from Michaelmas 1817 for eighty-nine years, wanting twenty-one days, with various covenants to be performed by Wm. Austin, his heirs and assigns; that William Austin, on the 29th of March, 1820, assigned the premises by way of mortgage for securing the sum of 487*l.* and interest to Christopher Scott and Geor Austin for all the residue of the said term of eighty-nine years, wanting twenty-one days; that by indenture of the 2nd of April, 1831, the said William Austin demised to George Gooding the premises in question for twenty-one years, wanting eight days, at the yearly rent of 48*l.* with covenants on the part of Gooding similar to those contained in the indenture of the 30th of September, 1817. As the case states the mortgagee would have been willing to execute any covenant that would be requisite for such purpose, the first, and, indeed, the only question necessary to be considered is, whether the mortgagor, with the concurrence of the mortgagee, could make a good title to the purchaser? On the part of the purchaser it was objected that William Austin, by the deed of the 2nd of April, 1831, had parted with all his legal interest in the mortgage; and that the purchaser from him would have remedy against either the lessee, or his assignee, for any breach of the covenants of the deed of 2nd of April, 1831; and in support of this position the case of *Whitton* v. *Peacock* (2 Bing. N.C. 411) was relied upon as being in point; on the other side the case of *Gouldsworthy* v. *Knights* (11 M. & W. 337) was cited, in which it appears to have been held at Nisi Prius (a ruling which afterwards, on consideration, was allowed by the Court), that where a tenant had paid rent to certain persons as his landlords, and they afterwards assigned their interest over to other persons, the assignees had a good title by estoppel against the tenant, and might distrain for the rent. That case was ultimately decided on a different point; but an opinion was expressed by the Court on that occasion not easily distinguishable from the case of *Whitton* v. *Peacock*, or the former case of *Carvick* v. *Blagrave* (1 Brod. & Bing. 531). If the doctrine laid down in *Gouldsworthy* v. *Knights* is a correct one, that the tenant in such a case is estopped from denying that the assignee has a right to distrein, the ground of this decision must be, that the tenant is not merely estopped from disputing the landlord's title, but also estopped from denying that there is a reversion which is capable of being assigned. In the case of *Gouldsworthy* v. *Knights*, the point arose on a parol lease; the present case is much stronger in favour of the title of the vendor, because here the question arises on a *lease*, and the mortgagees are willing to execute any covenants that may be required; and what we have to consider is, whether, upon the conveyance by the mortgagees to the mortgagor of all their interests, the mortgagor would not have a good title to convey; and on full consideration, it appears to us that he will. The doctrine on this subject, as it has been generally understood by the Profession, may be collected from Mr. Preston's Treatise on Abstracts, vol. ii. p. 210, and the authorities there cited. "The general understanding appears to me to be that an *indenture* of lease or a fine *sui concessit*, for years, will be estopped only during the term. It first operates by way of estoppel, and finally when the grantor obtains an ownership, it attaches on the seisin, and creates an interest, or produces the relation of landlord and tenant; and there is a term commencing by estoppel, but for all purposes, it becomes an estate or interest. It binds the estate of the lessor, and, therefore, continues in force against the lessor and his heirs. It also binds the assignees of the lessor and of the lessee." In support of these views, reference is made to Bacon's Abridgement, title "Leases," letter O, which article has been always considered to be a work of great authority. It is there said, that "if one makes a lease for years by indenture, of lands, wherein he hath nothing at the time of such lease made, and, after, purchases those very lands, this shall make good and unavoidable his lease, as well as if he had been in the actual possession and seisin thereof at the time of such lease made;" and in the same article, that is "Leases," letter O, it is afterwards said: "If A mortgages land to B, on condition to re-enter on payment of 10*l.* and, after, A, before the day of payment is come, being in possession, makes a lease for years, by indenture, to C, and then, after, performs the condition, this shall make the lease to C good against himself by estoppel; and it was further adjudged, that even the feoffee of A should be bound by this lease, which took its effect only at first by estoppel, because he, coming in under one who was estopped, should be himself estopped likewise, which was still a stronger case than the first; and this was adjudged in Ireland, and afterwards affirmed on a writ of error here, and seems a very reasonable judgment; for if a subsequent purchase shall make good a lease of lands by indenture, though the lessor had nothing in those lands at the time of the lease, and, therefore, his lease at first could only take effect by estoppel; much more in this case, where the lessor had a possibility of coming into the lands again, shall his performance of the condition after make the intermediate lease; and so it should seem too, if the condition were broken at the time of the lease, so as he had nothing but an equity of redemption; yet, if he should after be admitted to redeem in Chancery, this would make good the intermediate lease, which took effect at first only by estoppel;" and for this is cited the case of *Omelaughland* v. *Hood* (1 Rolls Ab. 874, 876). It may be objected, that although the lease by indenture estops the parties to it during the continuance of the lease, the effect of the estoppel continues no longer than during the lease; and this is undoubtedly true, when there has been a lease with the estoppel; but we are of opinion that this is no longer the case where the lessor afterwards assigns the land himself. In Coke Lyt. (47 b.) there is a passage in the text: "If A have nothing in the land and made a lease for years by deed indented, and, after, purchase the land, the lessor is as well concluded as the lessee, to say that the lessor had nothing in the land;" and there is a note in Lord Hale's manuscript to the same effect. We read this in the case of *Iseham* v. *Morrice* (C. P. 4 Car.). This case of *Iseham* v. *Morrice*, here referred to, is to be found in Cro. Ch. 109, and it is there laid down: "Where one makes a lease for years of land, by indenture, and hath nothing in the land, and afterwards purchaseth the land, and aliens it, although it be a good lease for years by estoppel against him and his alienee, by way of pleading, and shall bind them, yet it shall not bind the jury: but they may find the truth; and if they find the truth, the Court shall adjudge it to be a void lease." This case, however, and the above-cited case of *Omelaughland* v. *Hood*, is on the principle decided in the 4 Ch. 1st, and later in the 15 Ch. 1st, in a case in which Lord Hale and the other judges appeared to agree with the opinion expressed in the note in Coke Lyt. above cited. It appears to us, therefore, on considering these authorities, that the mortgagor and the mortgagee, by concurring together in the manner before mentioned, can make a good title to the purchaser, and consequently we direct a nonsuit to be entered.

HOLCROFT v. MANBY.

Since a rule of Court for the payment of a sum of money has now the effect of a judgment, the same will not be granted unless the Court is perfectly satisfied that the claim so sought to be enforced is free from all doubt.

Where, therefore, an attorney claimed a lien for his costs, on a sum of money awarded by an arbitrator to be paid to the client of the attorney by a third person, and a client had become bankrupt, and the official assignee had withheld his consent to the payment to the attorney, the Court refused to make an order for the payment to the attorney of the sum awarded, although such sum was less than the costs claimed, but left him to bring his action.

Semble, the Court will not summarily make an order for the payment to an attorney of the amount of lien.

The facts of the case are detailed in the judgment of the Court delivered by

TINDAL, C. J.—In this case an action had been brought by Holcroft against Manby, and a reference of the cause had been made to a barrister, to which the Institution of Civil Engineers had become parties. An award was made on the 10th of June, 1843, in the action, in favour of the defendant, and the sum of 52*l.* 10s. awarded to be paid by the Institution of Civil Engineers to the plaintiff, together with the costs of the reference and the award, amounting to the sum of 51*l* 17s. On the 27th of June, 1843, Holcroft filed a petition in the Court of Bankruptcy, and Mr. Groom was appointed the official assignee. It appears also from the affidavits, that Holcroft's attorney, Robson, claims to have had a lien on the sum awarded for his bill, amounting, as he makes it out, to 200*l.* Under these circumstances, Robson has obtained a rule, by which the Institution of Civil Engineers is called upon to shew cause why they should not pay him the sum awarded and the costs of the reference and the award, and of the application; and notice of the rule was directed to be given to Groom, the official assignee of the plaintiff. The Institution of Civil Engineers have always expressed themselves willing to pay the money on receiving a receipt or other sufficient authority from the assignees of Holcroft. Application has been made to Groom to give such an authority; but to this application he appears to have replied with studied caution, and certainly without saying any thing that can be considered as giving a direct sanction to the payment being made to Robson. No case was cited in the argument before us to shew that an attorney can enforce in this way the payment of a lien; but, independently of this consideration, it is to be borne in mind that a rule of Court has now the effect of a judgment; and before such an order could be made, the Court must be perfectly satisfied that the claim is free from all doubt. Robson is not without his remedy in this case; if the claim be well founded, and such as the law entitles him to enforce, he may bring an action in his client's name on the award, in which the decision of the Court may be subjected to revision in the regular course before a superior Court; but if the present rule should be made absolute, the judgment is final. We feel justly bound, therefore, to abstain from deciding in a summary way a question in which any little doubt is involved; for these reasons we think the present rule must be

Discharged.

Saturday, June 29.

KAYE v. DUTTON.

Where an executed consideration is one that raises an implied promise, such consideration will not support an express promise differing from that which by law would be implied.

Semble, an executed consideration from which no promise could be implied by law, may, if moved by a previous request, support an express promise.

The declaration set out an agreement by which it was recited that a certain estate had been mortgaged by one W. deceased, and that the plaintiff had joined in a bond as a collateral security for the mortgage-money, and had afterwards been compelled to pay off a portion of it; that the defendant, who had taken on himself the management of W.'s affairs, and re-paid to the plaintiff a part of the money he had paid, had agreed to pay the residue out of the proceeds of the mortgage property when sold, and in the mean-time to appropriate the rents of the premises to the payment of such residue, as the plaintiff had a lien for the same on the said premises; and that the defendant had requested the plaintiff to release and convey his interest to one A. and L.; and that the plaintiff had done so, reserving to himself a lien on the property aforesaid. The agreement then stated that, in consideration of the plaintiff having paid the money, and having released and conveyed all his estate and interest to A. and L. reserving to himself

the said lien, he, the defendant, undertook and agreed to repay the plaintiff the said residue out of the proceeds of the sale, and in the meantime to appropriate the rents in liquidation of the same. The declaration then alleged that the agreement being so made as aforesaid, the defendant, in consideration of the premises, promised the plaintiff to perform the said agreement, &c. Held, that the declaration was bad on general demurrer, because it did not appear that the plaintiff parted with any interest, and that, therefore, there was no consideration for the defendant's promise.

The defendant pleaded to the above declaration, that the plaintiff had not any interest in the hereditaments and premises at the time of his making the alleged release and conveyance.

A replication traversing this, instead of stating what interest the plaintiff had, is sufficient.

Assumpsit.—The declaration stated that, by a certain agreement made by the defendant theretofore—to wit, on, &c.—after reciting a mortgage in fee from Peter Mainwaring Whitnall in his lifetime, of certain hereditaments and premises, to Robert Rockliff and Hugh Bullin, to secure the repayment of 3,500*l.*; after also reciting that the said Rockliff and Bullin required the said Whitnall to obtain plaintiff to join him in a bond as a collateral security, to further secure the 3,500*l.* and interest; and also reciting that defendant had, since the death of said Whitnall, taken upon himself the management of the estate of the said Whitnall, and had paid to said Rockliff and Bullin 3,370*l.*; and also reciting that said Bullin and Rockliff had called upon plaintiff for payment of said mortgage, as he was surety for said Whitnall in said bond, and that plaintiff thereupon paid said Bullin and Rockliff 130*l.* on, &c.; and also reciting that defendant had repaid plaintiff 48*l.* leaving due to him 82*l.*; and that such last-mentioned amount defendant had agreed to repay to plaintiff out of the moneys which might arise from the sale of the said hereditaments and premises, when the same should be sold, and in the meantime to appropriate the rents of the said hereditaments and premises towards payment of the said sum, as the plaintiff had a lien on the said hereditaments and premises for the said 82*l.*; and also reciting that defendant *had requested* the plaintiff to release and convey all his estate and interest in said hereditaments and premises to Mr. Alison and Mr. Lenox, and that that he had already done (reserving to himself a lien on said property as aforesaid). It was by the said agreement witnessed, *that in consideration of the plaintiff having paid to Bullin and Rockliff the said sum of 130l. in part discharge of the said mortgage, and in consideration of the plaintiff having released and conveyed all his estate and interest in the said hereditaments to Mr. Alison and Mr. Lenox, reserving to himself the said lien,* and in order to secure to the plaintiff the repayment of the said 82*l.* he, the defendant, did thereby for himself undertake and agree with plaintiff, his executors, administrators, and assigns, to repay to him or them the said 82*l.* with interest thereon, out of the proceeds to arise from the sale of the said hereditaments and premises when the same should be sold, and in the meantime, and until such sale was effected, to appropriate the rents of said hereditaments and premises in liquidation of said sum so due to plaintiff as aforesaid; and *said agreement being so made as aforesaid, the defendant, in consideration of the premises, afterwards, to wit, on, &c. promised plaintiff* to observe and perform said agreement in all things therein contained, and on the defendant's part to be observed and performed.

Breach—The non-appropriation or payment by the defendant of the rents in liquidation of the said 82*l.*

The defendant pleaded, amongst other pleas, 3rdly, that the plaintiff had not any estate or interest whatsoever in the said hereditaments and premises, or any of them, at the time of his making the alleged release and conveyance of his said alleged estate and interest, or at any time whatsoever.

Verification.—To this plea the plaintiff replied that he (the plaintiff) had an interest in the said hereditaments and premises at the time of his making the said release and conveyance; concluding to the country. The defendant demurred to this replication, and the plaintiff demurred to the defendant's fourth and fifth pleas, as amounting to the general issue; but these pleas are here omitted, as the defendant's counsel did not attempt to support them.

Dowling, Serjt. for the defendant (in Easter Term last).—The declaration is bad for want of a good consideration for the defendant's promise. Although the plaintiff, according to *Cope* v. *Middleton* (1 Tur. & Russ. 224), would be entitled to stand in the situation of the mortgagee, yet that would only be in respect of his lien; the only interest he had in the property was a lien, and therefore to say he released all his interest therein, "*reserving to himself the lien,*" is to say he released nothing whatsoever. [CRESSWELL, J.—Is it open to you to say, that the plaintiff had no assignable interest after your being party to an agreement in which it is recited that the plaintiff has released his interest? If it appeared in the agreement itself, that the plaintiff had no interest to assign, possibly you would not then be estopped; but does it so appear?] It is submitted it does. Next, the consideration being executed before the promise, it is only a moral one, and will not sustain a promise unless such promise is implied. (*Lampleigh* v. *Brathwait*, Hobart, 105.) The words "*defendant had requested*" will not necessarily enable the promise to be supported. (*Docket* v. *Vogel*, Croke, Eliz. 885; *Barker* v. *Halifax*, Croke Eliz. 741.) [CRESSWELL, J.—If the consideration is executed, you say that the promise implied must be as large as the express one; now, in *Lampleigh* v. *Brathwait*, was there an implied promise to pay?] Yes. [How much?] A fair and reasonable sum. [The promise there alleged was to pay a specific sum, viz. 100*l.*] *Veitch* v. *Russell* (3 Gale & Dav. 198); *Brown* v. *Crump* (1 Marsh, 567); *Granger* v. *Collins* (6 Mee. & W. 458); *Hopkins* v. *Logan* (5 Mee. & W. 241); *Jackson* v. *Cobbin* (8 Mee. & W. 790); *Roscorla* v. *Thomas* (3 Q. B. 234), were cited. Next, as to the replication to the defendant's third plea, it is submitted that the replication is bad for not stating what interest the plaintiff had in the property. The replication, instead of traversing the plea, should have shewn the interest of the plaintiff, and concluded with a verification.

The COURT, however, thought the replication sufficient; there being a complete negative of what was affirmed in the plea.

Channell, Serjt. contrà.—A sufficient legal consideration is alleged. The plaintiff being admitted by the agreement to have released his interest to Alison and Lenox, it is not competent for the defendant to say he had no interest. The words "*reserving to himself the said lien*" may either be rejected, or the meaning must be, that, only as between the plaintiff and defendant, the lien was to be considered as existing, but that, in fact, as between the plaintiff and Alison, it had been discharged. If, then, the lien was destroyed, that would be a good consideration for the promise. *Osborne v. Rogers* (1 Wm. Saund. 264, note 1) shews that a past consideration is good when coupled with a previous request, as here alleged. *Brown* v. *Crump*, and the other cases which have been cited on the other side, shew only that where the law has implied a limited liability, and the promise alleged is greater than what is implied, it is bad; but in those cases the law had ascertained what was the promise raised; here the law would not imply any promise. *Cur. adv. vult.*

The judgment of the Court was now delivered by

TINDAL, C. J. (after referring to the disposal of the defendant's fourth and fifth pleas, on the admission of *Dowling*, Serjt. that he could not support them).—Two objections were made to the declaration: first, that it did not shew any consideration for the promise by the defendant; secondly, that the promise was made in respect of an executed consideration, but that it is not such a promise as would have been implied by law from that consideration, and that, in point of law, an executed consideration will support no promise, although expressed, other than that which the law itself would have implied. The cases cited by the defendant, namely, *Brown* v. *Crump*, *Granger* v. *Collins*, *Hopkins* v. *Logan*, *Jackson* v. *Cobbin*, *Roscorla* v. *Thomas*, certainly support that proposition to this extent; where the consideration is one from which a promise is by law implied, there no express promise made in respect to that consideration after it had been executed, differing from that which by law would be implied, could be enforced; but those cases may have proceeded on the principle that the consideration was afterwards exhausted by the promise implied by law from the very execution; and that in consequence, every promise made afterwards must be considered *nudum pactum*, and there remains no consideration to support it. But the case may be different, perhaps, where there is a consideration from which no promise would be implied by law; that is, where the party suing has sustained a detriment to himself, or conferred a benefit on the defendant at his request, under circumstances that would not raise any implied promise. In such cases, it appears to have been held in some instances that an act done at the request of the parties charged is a sufficient consideration to render binding the promise afterwards made by him in respect of the acts so done. —— v. —— (Dyer, 272); *Hunt* v. *Bate* (1 Roll. Abr. 11 (Q) pl. 2, 3), and several cases mentioned in the margin of Dyer, seem to go to that extent, but it is not necessary that we should pronounce any opinion on that point, for, assuming it to be sufficiently alleged that the plaintiff had conveyed his interest at the request of the defendant, yet it does not appear that he had any interest which passed by such release and conveyance. The declaration is founded on an agreement which recites that a certain estate had been mortgaged by one Winton, deceased, and that the plaintiff had joined in a bond as a collateral security for the mortgage-money, and had afterwards been compelled to pay off a portion of it; that the defendant had taken on himself the management of Winton's affairs, and repaid to the plaintiff a part of the money he had paid, and agreed to pay the residue out of the proceeds of the mortgage property when sold, and, in the meantime, to appropriate the rents of the premises to the payment of the claim for which plaintiff had a lien on the said premises. Thus far, there is nothing to shew that the plaintiff had any other interest than this lien. The agreement then recites that the defendant had requested the plaintiff to release and convey his interest to A. and L. the purchaser, and that he had done so, reserving to himself a lien on the property as aforesaid; that is, reserving to himself the only interest he is shewn to have had. The agreement then proceeds to state that, in consideration of the plaintiff having paid the money, and having released and conveyed all his estate and interest to A. and L., reserving to himself the said lien, he, the defendant, undertook, and promised, and agreed, &c. Now the payment of the money by the plaintiff would be no consideration for the defendant's promise, and the release and conveyance was again no consideration; for it does not appear that the plaintiff parted with any thing by it. For the plaintiff it was contended that he must be taken to have parted with his lien on the property, reserving only the right to call on the defendant to pay out of the proceeds of the estate when sold, and in the meantime to appropriate the rents to the same object. But we cannot put that construction on the agreement, which expressly speaks of the lien as the same lien which the plaintiff had before. Such being, in our judgment, the effect of the agreement set out in the declaration, the case resembles that of *Edwards* v. *Baugh* (11 M. & W. 641). There the declaration alleged that certain disputes and controversies were pending between the plaintiff and the defendant, and that the defendant was indebted to the plaintiff thereupon, in consideration that the plaintiff would promise the defendant not to sue him for the recovery of the sum in dispute, but would accept a smaller sum in full satisfaction; that the defendant did promise to pay such smaller sum, and on general demurrer the declaration was held to be bad, because it did not allege that any debt was due from the defendant to the plaintiff, or that an action had been commenced for the recovery of any sum claimed. So in the present case, as the declaration does not shew that the plaintiff had any interest in the premises, except that which he reserved; and it does not appear that his release and conveyance, although executed at the time stated, formed any legal consideration for the promise alleged to have been made to the plaintiff, our judgment must be, therefore, for the defendant.

Judgment for the defendant.

Bankrupt and Insolvent Courts.

COURT OF REVIEW.

Thursday, July 4.

Ex parte CARTER, *re* EVERSHED.

Costs—Assignees—Mortgagee's petition for leave to bid.

Where upon a petition by a mortgagee for leave to bid at the sale of the mortgaged property, the assignees appeared, and asked for an order to fix a reserved bidding, they were directed to bear their own costs.

This was a petition by a mortgagee for leave to bid at the sale of the property mortgaged.

Giffard, for the petitioner.

Shapter, for the assignees, consented, and also asked that a reserved bidding should be fixed, with the approbation of the Commissioner.

Giffard then applied that the assignees should pay their own costs of appearing upon the petition, as they had taken the opportunity to obtain another order. The mortgagee had never objected to the fixing a reserved bidding.

Shapter, contrà.

The Chief Judge directed that the costs of the appearance of the assignees should be paid out of the estate.

Monday, July 8.

Ex parte MAGNUS, *re* GUNDRY.

Advertisement—Compromise of suits.

The advertisement giving notice to the creditors, pursuant to the 6 Geo. 4, c. 16, s. 88, of a meeting to be held for the purpose of assenting to a compromise of a suit by the assignees, must state the names of the persons who are parties to the suit.

This was a petition by a creditor praying that the assignee might be restrained from compromising certain Chancery suits which had been commenced by the assignees, for the recovery of certain shares in tin and copper mines which it was contended formed part of the bankrupt's estate. The proving assignee, it appeared, was about to act upon a resolution passed by the creditors at a meeting convened for that purpose. The advertisement, however, which was inserted in the *Gazette*, announcing this meeting, did not state the names of the defendants in the Chancery suits, but stated that the meeting was called for the creditors "to assent to or dissent from the said assignee compromising, compounding, submitting to arbitration, or otherwise settling, on such terms and conditions as the said assignee may think proper, or as may be agreed to at the said meeting, sundry suits now pending in the High Court of Chancery, wherein the said assignee is plaintiff, and certain persons who will be named at the said meeting are defendants, for

he recovery of sundry parts or shares of and in certain tin and copper mines, called or commonly known by the name or names of Wheal Vor Consolidated Mines, situate in the several parishes of Breage and Sithney, in the county of Cornwall, which belonged to the said bankrupts respectively, before and at the time they respectively became bankrupt," &c.

This advertisement, it was objected, was irregular, as it did not sufficiently describe the suits.

Bacon and *Winstanley*, for the petitioner.

Shapter, for the official assignee, cited *Douglas* v. *Brown* (Mont. 93); *Merrick* v. *Morris* (3 T. R. 23); and *Ex parte Whitchurch* (1 Atk. 91).

Goodere, for the representatives of the bankrupts, both being dead.

Swanston and *Follett*, for the respondents.

The Chief Judge.—The form of this advertisement is not a matter for either censure or surprise. I am of opinion that the advertisement is not sufficient, and does not give the information which the statute meant to require and has required. The advertisement did not name the debts, the suits, the parties to the suits, or the subject-matter of the suits. I have referred to some printed forms of advertisements. [His Honour then read the forms contained in Lord Henley's Bankrupt Law, Montague and Ayrton's Bankrupt Law, and Archbold's Bankruptcy, by Flather.] I am not aware of any other book containing such forms. In each of these forms that I have read the name of the defendant appears. Looking at this particular case, I am of opinion that the advertisement is insufficient.

Tuesday, July 9.

Ex parte Buckler, *re* John Clarke, Richard Mitchell, Joseph Phillips, and Thomas Smith.

Bank notes—Joint and separate estate—Proof.

Where a proof had been made against the joint estate of a banking firm, which had become bankrupt, in respect of promissory notes issued by the bank and signed on behalf of the firm by one of the partners, the Court, upon the petition of the creditor, allowed the proof to be withdrawn without prejudice to the tender of or proof against the separate estate of the partner who signed the notes.

The bankrupts in this case were bankers at Leicester, and the petitioner was a customer of theirs, having an account at their bank. At the time of the bankruptcy the petitioner held several promissory notes for the sums of 5*l.* and 10*l.* These notes were in the following forms:—"I promise to pay to bearer the sum of 5*l.* here or at Messrs. Williams, Deacon, Labouchere, and Co., London, value received, for John Clarke, Richard Mitchell, Joseph Phillips, and Thomas Smith.—Thomas Smith." The notes for 10*l.* were in similar terms, and signed by Richard Mitchell. The petitioner had proved an account of these notes against the joint estate of the bankrupts, and now sought to withdraw the proof and to prove for the 5*l.* notes against the separate estate of Thomas Smith, and for the 10*l.* notes against the separate estate of Richard Mitchell.

Russell and *Daniell*, for the petitioner, cited *Hall* v. *Smith* (1 Barn. & Cres. 407).

Swanston and *Chapman*, for the assignees, opposed the application, and cited *Lord Galway* v. *Matthews* (1 Campb. 403; 10 East, 264).

The Chief Judge.—You may withdraw your joint proof without prejudice to your tendering any proof against the separate estates, but I decline to give any opinion upon it. If none of the cases cited had existed at all, I should have decided according to *Lord Galway* v. *Matthews*.

Nisi Prius.

COURT OF EXCHEQUER.

Guildhall, Saturday, July 6.

(Before Sir F. Pollock, C.B. and a Special Jury.)

Acraman *v.* Cooper.

Scrip receipts for shares in a joint-stock company are transferable by being passed from hand to hand.

It is the practice and custom of bill-brokers in London, where both bills and collateral securities are given, to raise money not exceeding the money they had themselves advanced upon either the bills or the collateral securities.

But the existence of such a custom was unknown to the merchants.

This was an action of trover brought by Mr. Acraman, who was a merchant at Bristol, and likewise in London, to recover from the defendants, who are directors of the London Joint-Stock Bank, the value of certain scrip receipts for shares in the Royal Mail Steam Packet Company, which shares came into the possession of the defendants under the following circumstances:—It appears that the plaintiff having become possessed of the shares which formed the subject-matter of this action, was desirous of raising some money, and in the year 1841 one of the partners came to town and applied to a discount house in London for an advance upon bills fortified by a deposit of these shares as a collateral security. The house first applied to declined the operation; upon which the plaintiff applied to Messrs. Colls, Thomson, and Co. who agreed to discount the bills of the firm to an extent of 20,000*l.* upon having these shares deposited with them as a collateral security for the due payment of such bills at their maturity. At this time there were two firms under which the plaintiff was trading, and the agreement was, that one firm should draw upon the other; or rather, that an individual, one Holroyd, who belonged to one firm, should draw upon the other bills to the extent of 20,000*l.* and these scrip receipts should be deposited as collateral security. Accordingly, on the 3rd of June a letter was written by Colls and Co. acknowledging that they had received such scrip receipts for that purpose, and then Acramans lodged bills to the extent agreed on, which Colls and Co. discounted for them. In July following the gentleman who managed the plaintiff's business in London, having heard that Colls and Co. were in difficulties, called upon them about these scrip receipts, and then found out that not only that house had put Acraman's bills in circulation, but they had also passed the scrip receipts in question to their bankers, the defendants, who claimed to hold them for a debt due to them from Colls and Co. The plaintiff, having paid his bills, brought this action to recover the scrip receipts from the defendants.

Mr. Pitcher, the accountant of the Steam Navigation Company, being put in the witness-box, proved how the shares came to the plaintiff; but, upon his cross-examination, admitted that any one producing a scrip receipt would be treated by the company as the legal holder of the shares it represented, and that such receipts had been sold and dealt in to a great extent in the market; in which evidence he was corroborated by Mr. Wettenhall, a stock-broker, who proved that scrip receipts similar to those in dispute were constantly sold in the market, and that the property in them passed by delivery; in fact, the purchase-money was paid with one hand, the scrip received with the other.

Mr. Gurney, of the house of Overend, Gurney, and Co., Mr. Gard, of the firm of Sanderson and Co., and Mr. Herbert, of the house of Bruce and Co. all eminent bill and money brokers, were then examined, and proved that it was the universal practice of bill-brokers in London, and they all of them considered, that where both bills and collateral security were given, they had a right, if they thought proper, to raise money not exceeding the amount they had themselves advanced upon either the bills or the collaterals: but if one was used, the other was retained in their possession; they never parted with both documents; and that they conceived themselves perfectly at liberty to part with either to the extent of their own advances.

The Chief Baron here remarked to Mr. Erle that a most serious question arose upon this evidence. Presuming the evidence of these witnesses to be good proof of the practice of bill-brokers, how was it possible for any banker or other party who was applied to for a loan of money upon a transferable security, to know whether it was a collateral or not? If he, without knowledge of the fact, advanced money upon it, how was he to know that it was not an original security? Or, if the existence of an original security was a bar to his claim upon the collateral document in his hands, how could he guard himself in the present state of the practice of money-brokers in London? It was a most serious point to be considered.

Jervis, for the defendant, after hearing the remark of his lordship, would not trouble the jury with any observations, and contented himself with proving that a *bonâ fide* advance had been made to the house of Colls and Co. by the defendants, who were then, and still are, creditors of that firm to the extent of some thousands of pounds.

Erle replied.

The Lord Chief Baron.—There were but two questions before them—the character of the securities lodged, and the practice of brokers with regard to collateral securities lodged in their hands. They would take into their consideration whether these scrip receipts were securities transferable by being passed from hand to hand, and whether they were framed with a view to their being so transferred by mere delivery, as in that case the bearer or possessor would appear in the character of their real owner; and then if the jury so considered them, the next question for their consideration would be whether Messrs. Acraman were aware that such was the fact. If those gentlemen knew that it was the practice and custom of bill-brokers to make use of collaterals for the purpose of raising money upon them, it was clear they must have lodged them with the bill-brokers with a full knowledge of the purposes which those parties could and might, if they thought proper, put them to, and they were the parties who should suffer for dishonest use of them. It was quite clear that bill brokers conceived they had a right to obtain advances upon collateral securities lodged in their hands, as that fact had been proved beyond dispute, by parties whose eminence and respectability were unquestionable, and whose statements were beyond doubt. If the jury believed, and were satisfied that the bill-brokers had this power; if such was their practice, and the plaintiffs were aware of it, he did not see how this action could be sustained.

The jury retired, and, after an absence of nearly an hour, returned a verdict for the defendant. After the delivery of this verdict, the foreman of the jury addressed the Court, and stated, that though his brother jurymen and himself were bound by their oaths, after the statement they had heard of the practice of bill-brokers, to find a verdict for the defendants; yet that they were, until that moment, ignorant that such was the practice; nor did they believe that merchants were generally aware of it; they considered it an extremely dangerous practice, and until that day had never entertained an idea that parties had the right to make use of collateral securities so long as the original ones were running and available.

The Lord Chief Baron.—Pray let me ask you, as you have made this statement, whether you say that this scrip is a transferable security?

The Foreman.—Yes, we do, my Lord.

The Lord Chief Baron.—I understand you to say that you find that the bill-brokers possess the right to use collateral securities lodged with them.

The Foreman.—We do, my lord; but it is a practice which we were not aware of, and which we consider to be a very dangerous one. The merchants certainly never entertained a suspicion that it ever existed.

The Lord Chief Baron.—But do you say that this scrip was a transferable, and not a negotiable one?

A Juror.—Yes, my Lord.

The Lord Chief Baron.—And that with regard to the practice of bill-brokers making use of collateral securities, that the mercantile world were ignorant that such was the practice?

The Foreman.—Certainly. None of us have ever heard or knew of its existence before this day.

The Lord Chief Baron.—I am much obliged to you, gentlemen, for having called the attention of the Court and the public to so important a point, as the expression of your opinion may be very useful in any future steps which may arise hereafter.

Verdict for the defendant.

THE LEGISLATOR.

Summary.

The fate of the Debtors and Creditors and of the County Courts Bills is yet undecided. Nothing of legal interest has transpired in either House, save the Writ of Error.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Friday, July 5.

Merchant Seamen—"To amend and consolidate the Laws relating to Merchant Seamen, and for keeping a Register of Seamen."

Controverted Elections—"To amend the Law for the Trial of Controverted Elections of Members to serve in Parliament."

Slaughtering Horses—"To amend and render more effectual an Act of the 26 Geo. 3, for regulating places kept for slaughtering horses."

Thursday, July 11.

Party Processions, Ireland—"To continue an Act of the 2 & 3 Wm. 4, for restraining for five years, in certain cases, party processions in Ireland."

Tuesday, July 9.

Privy Council

Lectures and Parish Clerks.

BILLS READ A SECOND TIME.

Friday, July 5.

Assessed Taxes Composition.

Monday, July 8.

Drainage of Lands

Three-and-a-Half per Cents. Exemption

Law Courts, Ireland.

Wednesday, July 10.

Butter and Cheese.

Thursday, July 11.

Turnpike Trusts, South Wales

Merchant Seamen's

Controverted Elections.

BILLS READ A THIRD TIME AND PASSED.

Friday, July 5.

Customs Duties, Isle of Man.

Monday, July 8.

Charitable Loan Societies, Ireland.

Tuesday, July 9.

Militia Ballots Suspension

Stock in Trade

Turnpike Acts Continuance.

Wednesday, July 10.

Three-and-a-Half per Cents. Exemption

Vagrants' Removal.

Thursday, July 11.

Assessed Taxes Composition

Colonial Postage.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Friday, July 5.

Ramsden's Estate.

Thursday, July 11.

Trafalgar-square—"To provide for the care and preservation of Trafalgar-square, in the city of Westminster."

Piccadilly Improvement—"To widen and improve Piccadilly, in the city of Westminster."

BILLS READ A SECOND TIME.

Monday, July 8.

Archbutt's Divorce.

Thursday, July 11.

Joint Stock Banks Regulation.

BILLS READ A THIRD TIME AND PASSED.

Monday, July 8.

Market Harborough and Coventry Road

Paisley General Gas.

Tuesday, July 9.

Earl of Guilford's Estate

Wishaw and Coltness Railway.

Wednesday, July 10.

Irvine's Estate

Cheape's Divorce.

Thursday, July 11.

Stone's Estate

Necton Tithes.

SESSIONAL PRINTED PAPERS.

Par. Num.
412. Sinking Fund—Return.
436. St. Asaph, &c. Bishopricks—Account.
443. Irish Reproductive Loan Fund Institution—Copy of Charter.
292. Imprisonment for Debt—Abstract of Return.
409. Fisheries—Report of Commissioners.
444. Railways Bill—Copy of Memorial, &c.
446. Middle Level Drainage and Navigation Bill—Proceedings of Committee.
442. Bills—Drainage of Lands
449. — Municipal Corporations
450. — Three-and-a-Half per Cents. Exemption
451. — Joint Stock Banks Regulation
452. — Law Courts, Ireland
447. — Aliens, amended
Lunacy—Report of Metropolitan Commissioners.
462. Bill—Assessed Taxes Composition
417. Navy—Return
424. Caledonian Canal—Thirty-ninth Report of Commissioners
441. Union Workhouses (Ireland)—Report of Committee
461. Sugar—Return
457. Bill—Slaughtering Horses
361. Public Departments (Book-keeping)—Return
455. Clerk of the Crown in Chancery—Report of Committee.
454. Bills—Merchant Seamen.
456. — Controverted Elections.
463. — Canal Companies (amended).

Bills in Progress.

ADMINISTRATION OF CRIMINAL JUSTICE IN MIDDLESEX.

Draft of a Bill for the better Administration of Criminal Justice in Middlesex.

Whereas it is desirable for the better administration of criminal justice in the county of Middlesex, that sessions of the peace for the trial of felonies and misdemeanors committed within the said county should be holden more frequently, and that an assistant judge of competent legal knowledge should be appointed to preside at such sessions; be it enacted, by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the authority of the same, that after the passing of this Act there shall be holden, in and for the county of Middlesex, two sessions or adjourned sessions of the peace, at least, in every calendar month; and the first sessions holden in the months of January, April, July, and October, respectively, shall be the general quarter sessions of the said county (*a*).

And be it enacted, that the second sessions, or the adjourned sessions, holden in the months of February, May, August, and November, respectively, and such other sessions as the justices for the county, in the first sessions holden in December assembled, shall from time to time appoint, shall be general sessions of the peace; and such general sessions shall have power to try and determine all appeals, and all other powers which now or shall hereafter belong to the general quarter sessions (*b*).

And be it enacted, that all orders heretofore made, and all things heretofore done, at any general session of the peace for the county of Middlesex, shall be as good in law as if made and done at the general quarter sessions of the peace for the said county (*b*).

And be it enacted, that the second sessions holden in the months of January, April, July, and October, shall be adjournments of the general quarter sessions (*c*).

And be it enacted, that after the passing of this Act it shall be lawful to begin (*d*) and continue, or to continue when begun, any session of the peace for the said county, so to holden as aforesaid, until the business thereof shall be ended, notwithstanding that her Majesty's Court of Queen's Bench may sit at Westminster or elsewhere, in the said county, before or at the beginning or during the continuance of any such session.

And be it enacted, that it shall be lawful for her Majesty, her heirs and successors, by sign manual, to appoint a person, being a serjeant or barrister-at-law of not less than ten years' standing, and in the commission of the peace for the said county, and qualified by law to act as a justice of the peace, to be the assistant judge of the said court of the sessions of the peace, which said assistant judge shall preside at the hearing of all appeals, and at the trial of all felonies and misdemeanors in the said court, and all matters connected therewith, and shall hold his office during good behaviour; and in case of sickness or unavoidable absence, and on such other occasions as shall be allowed by one of her Majesty's principal secretaries of state, such assistant judge shall be empowered from time to time to appoint a deputy qualified to be appointed assistant judge, who shall have power to act for him for such time as shall be in each case allowed by the Secretary of State, not being in any case later than the end of the business at the session of the peace then next but one following: provided always, that nothing in this Act contained shall interfere with the appointment of the chairman of the said court, for all purposes except the trials of appeals and of felonies and misdemeanors, and other matters connected therewith, but such appointments shall remain in the said justices as before the passing of this Act: Provided also, that the said assistant judge, as long as he shall hold the said office, shall not be eligible to sit in Parliament.

And be it enacted, that the presence of another justice of the peace shall not be essential to the formation of the Court in those cases in which it is directed by this Act that the assistant judge or his deputy for the time being shall preside; but nothing in this Act contained shall lessen the jurisdiction of the justices at the said sessions.

And be it enacted, that from and after the appointment of such assistant judge as aforesaid, there shall be paid out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland, the sum of   pounds to such assistant judge for a yearly salary, to be paid from time to time quarterly, free and clear from all taxes and deductions whatsoever (except the income-tax), on the 5th day of January, the 5th day of April, the 5th day of July, and the 10th day of October, by equal portions, the first payment to be made on the first of such days as shall occur after the appointment of the said assistant judge; and that if any person appointed to such office shall die or resign the same, the executors or administrators of such person so dying, or the person resigning, shall be entitled to receive such portion of the salary aforesaid as shall have accrued during the time that such person shall have executed such office since the last payment, and that the successor of any such person so dying or resigning shall be entitled to receive such portion of the salary as shall accrue from the day of such death, resignation, or dismissal.

And whereas by an Act passed in the ninth year of the reign of King George the Fourth, intituled, "An Act to enable the justices of the peace for Westminster to hold their sessions of the peace during term, and the sitting of the Court of King's Bench," the sessions of the peace for the said city and liberty are limited to the weeks preceding the holding of each of the quarter or general sessions of the peace for the said county of Middlesex: and whereas by ancient usage, and of right, the justices of the peace for Middlesex have constantly holden and may hold their sessions of the peace for the said county within the said city and liberty, and the holding of sessions for the city and liberty has become unnecessary; be it enacted, that from and after the passing of this Act, sessions of the peace in and for the said city and liberty shall cease to be holden, and the sessions to be holden in and for the said county of Middlesex shall have full jurisdiction over all things cognizable by the sessions for the said city and liberty.

And whereas it is just that the officers of the court of sessions for the said city and liberty should be compensated. And whereas eight sessions have been usually holden in every year in and for the said city and liberty, be it enacted, that the clerk of the peace, deputy clerk of the peace, crier, and all other officers of the court of the sessions of the peace for the said county for the time being, shall, out of the fees and dues, to be by them respectively received in virtue of their said offices, at the four general sessions to be annually holden by virtue of this Act, and at the four sessions next following the same, retain and pay over, within ten days next after such sessions respectively, to the persons now holding the offices of clerk of the peace, deputy clerk of the peace, crier, or other officer belonging to the said court, for the term of their lives, three-fourths of the sums by the aforesaid officers respectively of right received in the last eight sessions of the peace for the said city and liberty for fees and dues payable to them in virtue of their respective offices for anything arising out of the holding of the said eight sessions, and which fees and dues shall cease to be payable hereafter by reason of the discontinuance of the said sessions, or, instead thereof in any year, it shall be lawful for any officer of the court of sessions of the peace for the said county to pay over as aforesaid the whole of the fees and dues received by him at the four general sessions of the said county, and the four sessions next following the same.

And whereas, by an Act passed in the twelfth year of the reign of King George the Second, intituled "An Act for the more easy assessing, levying, and collecting County Rates," it was enacted, that there should be but one rate made and assessed by the justices of the peace of the said county of Middlesex, and the said city and liberties of Westminster, for the several purposes enumerated in that Act: And whereas by an Act passed in the seventh year of the reign of King George the Fourth, intituled, "An Act for building a new Bridewell or House of Correction for the said City and Liberty of Westminster," a house of correction, commonly called the *New Bridewell*, was built out of moneys charged and assessed upon the county rates, which said bridewell is much larger than is needed by the said city and liberty; but the house of correction for the county of Middlesex is so small that the prisoners therein cannot be properly classified: And whereas, inconveniences arise from the present management of the county rate being vested partly in the justices for the said county, and partly in the justices for the said city and liberty, and it would be of public advantage if the management of the county rate were solely in the justices of the said county, and if the said New Bridewell were made a house of correction for the whole county, and placed under the control and management of the justices of the said county; be it enacted, that after the passing of this Act, the justices for the said city and liberty shall cease to exercise any control over the county rate, and the justices of the said county shall have the sole control and management thereof; and all orders for the payment of any sums of money out of the county rate, in respect of any expenditure within the said city and liberty, shall be made by the justices for the said county upon the county treasurer in like manner as all other orders are made by them upon him; and the said treasurer shall obey the same, and shall from time to time include the same in his accounts, and the same shall be subject to all the statutes and provisions for the regulation of the rate for the said county, and shall form part of the general expenditure for the said county.

And be it enacted, that so much of an Act passed in the forty-seventh year of the reign of King George the Third, intituled, "An Act to amend three Acts of the eighteenth, thirty-ninth, and forty-fourth years of his present Majesty, for erecting a court-house for the holding of Sessions of the Peace in the City of Westminster," as enacts, that the court-house for the said city of Westminster shall be under the sole direction and management of the justices of the peace for the time being of the city and liberty of Westminster, shall be repealed; and that after the passing of this Act, the control and management of the said court-house, and all the powers and provisions respecting the same in the said Acts vested in the justices for the said city and liberty shall be vested in the justices for the said county of Middlesex, as fully as if they had been named in the said Acts.

And be it enacted, that after the passing of this Act, all the powers and property in respect of the said New Bridewell by the before-mentioned Act of the seventh year of the reign of King George IV. vested in the justices for the said city and liberty of Westminster, and all the furniture, goods, and chattels, belonging to the said New Bridewell, shall be transferred to and vested in the justices for the said county.

And be it enacted, that so much of the said Act of the seventh year of the reign of King George IV. as enacts that no person or persons, other than and beside the justices of the peace for the said city and liberty of Westminster, and also the commissioners for executing an Act passed in the twenty-third year of the reign of his Majesty King George II. intituled "An Act for the more easy and speedy Recovery of Small Debts within the city and liberty of Westminster, and that part of the duchy of Lancaster which adjoins thereto," shall have power or authority to commit any person or persons to the said New Bridewell or house of correction, or to the custody of the keeper thereof, shall be repealed; and that after the passing of this Act the said New Bridewell shall become and be a house of correction for the county of Middlesex, under the management and control of the justices of the said county; and the justices of the said county, the magistrates of the police courts, and judges of the Central Criminal Court, and all persons having by law the right to commit any offender or offenders to the house of correction in Cold Bathfields, shall have the like power of committal to the said New Bridewell which they have of committing to the said house of correction: provided always, that nothing in this Act contained shall take away the right of the justices for the city and liberty of West-

(*a*) At present there are twenty sessions annually, twelve for Middlesex, and eight for the city of Westminster.

(*b*) By a recent decision of the Court of Queen's Bench, the general sessions have been held to have no jurisdiction in appeals. These clauses are to give such jurisdiction. It had been customary to try appeals at the general sessions for upwards of 150 years.

(*c*) These are made adjournments of the quarter sessions, because the county accounts cannot be well made up at any earlier period. The county days of the quarter sessions will therefore be in the third weeks of the months of January, April, July, and October. The other county days as the sessions may determine.

(*d*) A session cannot, by the ancient laws, be commenced in Middlesex during term. This provision is to prevent them from clashing with the sittings of the Central Criminal Court.

minster and the said commissioners to commit offenders to the said New Bridewell.

And be it enacted, that this Act may be amended or repealed by any Act to be passed in this session of Parliament.

CHARITABLE TRUSTS.

Abstract of a Bill introduced into the House of Lords, intituled "An Act for the due Administration of Charitable Trusts in England and Wales."

The preamble recites, that it is expedient to provide for the security of property subject to charitable trusts in England and Wales, and for the superintendence and control of the administration of such trusts; and enacts that one of her Majesty's principal Secretaries of State shall, from time to time, appoint two fit persons, one of whom shall be a barrister of 12 years standing at the least, to be commissioners for the purposes of this Act, who shall be styled "The Commissioners of Charities," and shall hold their offices during good behaviour; and such commissioners shall have the superintendence and control of charitable trusts under this Act.

Sec. 2 enacts, that one of the principal Secretaries of State may, during any vacancy in the office of commissioner, or during the absence or illness of any commissioner, authorize *one* commissioner to act alone during such vacancy, or absence, or illness, of the other commissioner.

3. Enacts, that the commissioners shall have their office in London or Westminster, and shall have a common seal; and all orders and regulations stamped therewith shall be received as evidence, without any further proof.

4. Enacts, that it shall be lawful for one of her Majesty's principal Secretaries of State to appoint two fit persons to be *inspectors* of charities for England and Wales, for the purpose of this Act, and from time to time to remove such inspectors.

5. Prescribes the form of oath to be taken by any commissioner and inspector respectively; and enacts that every such appointment shall be published in the *London Gazette.*

6. Empowers the commissioners to appoint a secretary, &c. and, subject to the approbation of the Lords of the Treasury, or any three of them, so many clerks, officers, &c. as they may deem necessary; and to remove such secretary, solicitor, clerks, messengers, and officers, and to appoint others in their place.

7. Directs that the salaries to be paid to the commissioners, inspectors, and other officers, shall be fixed by the Lords Commissioners of her Majesty's Treasury.

8. Empowers the commissioners to make *regulations* concerning the form and manner of the accounts to be kept and rendered, and the returns to be made by persons intrusted with the receipt or application of the revenues of any charitable trust, and for all other purposes under this Act.

9. Prescribes the ordinary duties of the inspectors of charities, namely, to make inspections and examinations in such districts as may be assigned to them; to make reports in writing of their respective proceedings to the commissioners, and *special* reports when necessary.

10. Defines the ordinary powers of the inspectors.

11. Empowers the commissioners to institute a special inquiry into the administration of any charitable trust, either before themselves, or one of the inspectors authorized for that purpose, either at the office of the commissioners, or in any other place convenient for the purposes of such inquiry; and further empowers the commissioners or inspectors to summon persons and to send for papers. Provided always, that no person shall be obliged to travel in obedience to such precept more than ten miles from his or her place of abode.

12. Directs that the examinations and papers at any special inquiry shall be transmitted to the office of the commissioners, with a report thereon of the commissioner or inspector before whom such inquiry shall have been held.

13. Commissioners *only* to have jurisdiction in cases of breach of trust, where the property does not exceed ——*l.* a year, or —— hundred pounds in money.

14. Empowers the commissioners to examine persons upon oath or affirmation, and delegates a similar power to every inspector authorized by an order under the seal of the commissioner.

15. Prescribes the penalties of perjury for false swearing before the commissioners, or any inspector authorized to make a special inquiry.

16. Empowers trustees, with the approbation of the commissioners, to transfer stock into the name of the Accountant-general of the Court of Chancery.

17. Authorizes trustees and other persons having money in their hands belonging to any charity, to pay the same into the Bank, in the name of the Accountant-general, in the matter of the charity.

18. Provides that in all cases, within the summary jurisdiction of the commissioners, where the charity funds are insecure, the commissioners may order transfer or payment of such funds to the account of the Accountant-general.

19. With consent of trustees, or under special circumstances, the Court of Chancery may direct charity funds to be transferred to the Accountant-general.

20. Commissioners empowered to make orders as to the payment of the dividends on Bank annuities and stock standing in the name of the Accountant-general under any order of the commissioners, and as to the payment of other moneys paid in under such order.

21. Payment of dividends only to be made upon an order signed by *both* commissioners, and sealed with their seal.

22. Directs that stock transferred to the Accountant-general, under any order of the commissioners, may be sold under an order signed by both commissioners.

23. Provides that, from and after the death, resignation or removal of the Accountant-general, all stocks, annuities, and other transferable securities shall vest in his successor.

24. Provides that the Accountant-general shall not interfere with charity moneys, but only to keep the account at the Bank; and the governor and company shall be liable for all moneys received by them.

25. Empowers the commissioners within their summary jurisdiction, as aforesaid, to order sale, mortgage, or lease of land, rent-charges, &c. upon application from the trustees of any charity.

26. Commissioners empowered to remove trustees within their jurisdiction, upon proof of any breach of trust or neglect of duty, and to substitute or appoint any new trustee or trustees.

27. Persons refusing to appear, or be examined before the commissioners or inspectors, when duly summoned, liable to be fined by the Court of Queen's Bench or Exchequer.

28. Officers of charities who obstruct inspectors or commissioners subject to removal.

29. Trustees disobeying this Act shall be subject to removal, on application to the Court of Chancery, in a summary way.

30. Commissioners' order for payment of money may be enforced by the Court of Chancery.

31. Commissioners empowered to settle scheme, where fund cannot be applied as directed by the donor.

32. Legal estate of hereditaments now vested in municipal corporations on charitable trusts, to be vested in the commissioners, from and after the day of 1844; but so, nevertheless, as not to deprive the trustees appointed under the Municipal Corporations Act of their powers of management or administration.

33. Commissioners empowered, upon application by not less than ten inhabitant householders, to add to existing number of municipal charity trustees where necessary to secure the fair administration of the funds. Trustees removed by the Court of Chancery may be supplied under the authority of the said court.

34. Commissioners empowered under certain circumstances to compromise claims on behalf of charities, provided always that a report of all compromises made or authorized by the commissioners shall be annually laid before Parliament.

35. Empowering the commissioners to call in moneys subject to any charitable trust out on defective securities, and to be reinvested in such manner as the commissioners shall direct.

36. Commissioners empowered to rehear any petition or report within two calendar months after first hearing.

37. Commissioners may report their opinion to the Attorney-General in any case of a charity in which they think it is proper that proceedings should be instituted, and in every such case it shall be lawful for the commissioners to become and be relators.

38. Commissioners to report to the Crown annually.

39. Enacts that the trustees of every charity within the summary jurisdiction of the commissioners (except such as shall be specially exempted), shall pay, on or before the 29th of September in every year, into the Bank of England, to an account entitled "The Charity Administration Fund," a sum not exceeding *threepence* in the pound on the net annual revenue of such charity; and the said "Charity Administration Fund" shall be applicable to the payment of all salaries and expenses as the commissioners shall authorize to be paid thereout.

40. All costs and expenses ordered to be paid to the commissioners or their solicitor to be paid into "The Charity Administration Fund."

41. Power to her Majesty's Treasury to advance first expenses of commissioners or any deficit, the same to be reimbursed from "Charity Administration Fund."

42. Trustees of charity property to appoint a *clerk* for the purpose of all returns by this Act directed to be made to the commissioners, and of all communications with the board; every such clerk to communicate his name and address to the board.

43. Trustees to keep accounts of charity receipts and expenditure, to be audited annually in such manner as the commissioners shall by general order or regulation direct. Statements of debts, receipts, and expenditure to be transmitted annually to the commissioners.

44. Deeds affecting charity property shall be registered in the office of the commissioners; and all deeds and conveyances deposited there to be open to inspection of any person interested, on the payment of one shilling.

45. Deeds relating to charities to be kept in safe custody.

46. Trustees indemnified for acts done under direction of the commissioners.

47. Act not to extend to either of the universities of Oxford, Cambridge, or London, nor to the colleges of Westminster, Eton, or Winchester, nor to the Charter-house, nor to the schools of Harrow or Rugby, nor to the Trinity-house of Deptford Strond, nor to any cathedral or collegiate church within England or Wales, nor to any funds applicable to the benefit of Roman Catholics, Quakers, or Jews, and which shall be under the superintendence of and control of persons of such persuasions respectively.

48. That nothing in the said Act shall affect any suits or proceedings now actually pending.

49. Act not to extend to Scotland or Ireland.

50. Act may be altered this session.

THE NEW CONTROVERTED ELECTIONS.

We were put in possession yesterday of the new ministerial Bill to amend the law for the trial of controverted elections of members to serve in Parliament. It is prepared and brought into the Lower House of Parliament by Lord Granville G. H. Somerset (the Chancellor of the Duchy of Lancaster) and the Prime Minister, by whom the existing law, passed in 1839, was originally introduced to the notice of the Legislature. It contains 101 clauses. The following are the principal provisions that appear to be proposed:—The Act 9 Geo. 4, c. 22, and a certain portion of the 42 Geo. 3, requiring parties interested in an election petition to exchange lists of voters objected to, and to give in written statements, &c. are repealed. Recognizances to be entered into by petitioners to the amount of 1,000*l.* with four sureties of 250*l.* each, making altogether 2,000*l.* for the payment of any costs and expenses which the committee may think fit to award. An examin of recognizances to be appointed by Mr. Speaker. An option is allowed of paying the money into the Bank of England, instead of finding securities. Every petition, to be received, must be indorsed by the examiner of recognizances, who is empowered to entertain and to decide upon objections to such recognizances, &c. Petitions may be withdrawn on notice to the Speaker and the sitting member; but in such case the petitioners will be liable to the payment of all expenses incurred up to that period by the opposite party—a fact which we pray the Radicals and the Reform Club to bear in mind at the next general election. Members having given notice of their intention not to defend their seats will be restrained from appearing as parties against the petition, and from sitting or voting in the House whilst the case is pending. This is the rule at present. The most important feature in the Bill, however, is the reduction of the select committee from seven to three members, who are to be selected, as now, by the General Committee of Elections appointed by Mr. Speaker at the commencement of every session. Of these three members, one of course will be selected from the Chairman's panel; and a provision is made, that the chairman, if the numbers on a division are equal, shall have a second or casting vote, but this contingency is not very likely to occur, seeing that the committee is to consist of an odd number of members, all of whom are strictly required to attend. If the Bill is passed into a law this session, we shall see whether a trinitarian tribunal will prove more impartial in its decisions than one composed of eleven or seven members. As before, the vote of the chairman will, no doubt, carry the day in nine cases out of ten.

HOUSE OF LORDS.

LIBEL LAW AMENDMENT.

MONDAY, July 8.—Lord CAMPBELL, in a speech pointing out the present state of the law on the subject, and the necessity for improvement, moved the third reading of his Law of Libel Bill.—The LORD CHANCELLOR opposed it, contending that it would lead to great inconvenience, without any countervailing advantage.—Lord BROUGHAM gave his support to the Bill, which, however, was opposed by Lord DENMAN, who thought that the subject had not received that due and sufficient consideration which would warrant them in legislating. Public opinion had effected a great change in the practice as relating to prosecutions for alleged libels on a Government. Attorney-Generals, judges, and juries, would shrink from prosecuting or convicting defendants for comments on public men or public acts, which, half a century ago, would have insured punishment. As to private libels, the Bill afforded to defendants, under the guise of proving the truth, a license which might be abused to an alarming extent, in the propagation of slanderous accusations, under which innocent men might be subjected to a torture greater than any verdict could deliver them from.—Lord CAMPBELL replied; and the Bill was rejected, on a division, by 22 to 3.

HOUSE OF COMMONS.

RAILWAYS' REGULATION BILL.

THURSDAY, July 11.—Mr. BRIGHT spoke ably and eloquently against the Bill, and was supported by Mr. BERNAL, Mr. COLQUHOUN, Mr. GISBORNE, and Mr. C. BULLER, all of whom argued against the Bill, particularly the latter, who ridiculed the idea of making the Government the controller of speculations dependent for their vitality on individual enterprise, and urged that, at least, *delay* was due to those who had embarked their capital in speculations so materially promotive of the public welfare.—A number of members took part in support of the Bill, amongst whom were Lord SEYMOUR and Mr. WALLACE.—Sir ROBERT PEEL defended the Bill, and admitted that the greatest credit was due to those whose capital and enterprise had developed our admirable railway system. The time, however, had arrived, when it was requisite that our legislation should be based on specific principles; and the public interest required that a conclusion should be adopted in favour of the Bill, which gave to Parliament a right of interference under specific circumstances.—Mr. WARD regarded the Bill as the first step in establishing a gigantic system of Government monopoly.—Mr. GLADSTONE disclaimed all wish, on the part of the Government, to dogmatise.—Mr. HAWES attacked the conduct of the supporters of the Railway Bill, which he considered subservient to the interests of monopoly.—Mr. MUNTZ was fearful that the Bill would operate unfavourably against existing railway speculations.—Mr. SHARMAN CRAWFORD expressed his approbation of the Bill, and thanked the Government for bringing it in.—On a division, the second reading was carried by 186 to 98—majority 88.—Some further discussion ensued, during which Mr. GLADSTONE disclaimed all wish, on the part of the Government, of going beyond the recommendations of the third report of the committee on railways. The Bill was then read a second time.—The other orders were afterwards disposed of.

THE MAGISTRATE.

Summary.

THE only interesting topic of the week relating to the administration of the law is the argument on the Writ of Error in the Irish State Prosecutions. The judgment is not yet given, waiting the opinions of the Judges, who are upon circuit, but our next will probably contain it. The report of the argument, &c. is reserved for careful working up and condensation. The present impression is, that the judgment of the Queen's Bench will be confirmed.

POOR LAW PRACTICE.

(From the Official Circular of the Poor Law Commissioners.)

(Continued from page 145, Vol. III.)

IV.—CONSTABLES.

CONSTRUCTION OF SECTION 17 OF 5 & 6 VICT. C. 109. (PARISH CONSTABLES' ACT.)

The following is a case submitted by the Poor Law Commissioners to the Solicitor-General and Mr. Tomlinson, as to what fees are properly payable to parish constables out of poor's-rate, under the 17th section of the 5 & 6 Vict. c. 109, together with the opinion of those gentlemen thereon:—

"The Act 5 & 6 Vict., c. 109, contains the following provision for the payment of parish constables appointed in pursuance of that statute:—

"Section 17. That the justices of the county in general or quarter sessions assembled, shall from time to time, subject to the approval of one of her Majesty's principal Secretaries of State, settle tables of fees and allowances to the clerks to the justices for the performance of their duties under this Act, and to the constables for the service of summonses and execution of warrants, and for the performance of such other occasional duties which may be required of the said constables, for which the said justices shall think that fees ought to be allowed, and whenever any duty for which any such fee or allowance shall have been settled, and for which the payment is not by law charged upon the county rates, shall have been performed by any clerk, or by any constable appointed under this Act, the amount of the fee or allowance shall be paid by the overseers of *the parish in respect of which such fee has become payable* out of any monies in their hands collected for the relief of the poor, upon the order of justices in petty sessions assembled for the division, and under such regulations as shall be made from time to time by the justices in general or quarter session assembled, subject to the approval of the Secretary of State."

"Upon this section a question arises, whether the fees payable to the constables under the above provisions are, when not chargeable on the county rates, to be paid out of the poor-rate in *all* cases; or whether they are to be so paid in those cases in which the constables' services have been required in a matter of parochial concern.

"In favour of the latter view, it is to be observed, that the section provides for the payment of the fee by the overseers of the parish in respect of which 'such fee has become payable.' It is, perhaps, difficult to conceive on what ground the fee can become payable 'in respect of the parish,' except as being due on account of services required and rendered specifically on behalf of the parish. Suppose A assaults B in the parish of C, B complains to a magistrate, who issues his warrant for the apprehension of A. A is taken by the constable of C before two magistrates, who convict him in a penalty of 20s., which is paid by A; the magistrates at the same time make an order on the overseers of C professedly under the 5 & 6 Vict. c. 109, s. 17, for the payment from the poor-rates of the constables' fee for the apprehension of A. Can the constables' fee in such a case be said to be payable 'in respect of the parish?' And how can any distinction be drawn on this point between the constables' fee and the costs of the magistrates' clerk?

"If this construction of the phrase in question be correct, it seems to follow, that the constables' fees are payable from the poor-rates, only when the constables' services have been required in parochial matters, and it may be presumed, that in other cases the fees will be payable by the particular parties at whose instance the constables may have been employed.

"Upon this point, the case of *Rex* v. *Bird*, 2 B. & A. 522, and *Rex* v. *Seville*, 5 B. & A. 180, which arose upon the 18 Geo. 3, c. 19, s. 4 (passed expressly for the better indemnification of constables, the charges incurred by them in doing the business of the parish or township), may be referred to as a judicial interpretation of what is to be considered the matter or business of the parish. In the former case, the costs incurred in prosecuting an assault committed on the constable in the execution of his office, were held not to be sums expended on account of the parish.

"In favour of the view, that the constables' fees when not chargeable upon the county, are payable from the poor-rates in all cases, it is contended, that parish constables were originally unremunerated officers; but one of the objects of the 5 & 6 Vict., c. 109, was, as expressed in its title and preamble, to make provision for their remuneration, and that the 17th section, in making such provision, refers in specific terms to the poor-rate alone, save in so far as it creates an exception with regard to the county rate. It is therefore inferred, that the intention of the legislature was to cast upon the poor-rate (with the exception above mentioned), the charge of the constables' compensation, and that the expression 'the parish in respect of which such fee has become payable,' must be read as equivalent to the words, 'the parish for which the constable is appointed.' It is moreover maintained, that the 18th, 19th, and 20th sections of the Act, which provide for the appointment of parish constables with salaries, and for the payment of such salaries out of the poor-rates, are confirmatory of the foregoing view. It is thought, that as the salaried constables will be paid for the whole of their duties out of the poor-rates, the same fund was probably intended to be charged in the case of constables remunerated by fees.

"It may, however, be argued on the other hand, that as no mention of the poor-rates, or indeed of any source of payment whatever, is made in the title or preamble, the intention of the legislature as to the fund or party to be charged can be gathered only from the body of the statute, and that although the poor-rate alone is expressly charged in the 17th section, the extent of the charge thus cast upon it is nevertheless limited by the phrase 'in respect of the parish,' and that such limitation cannot be legitimately held to include matters which are not of parochial concern. It may, moreover, be remarked, that the argument deduced from the analogy of provisions in sections 18, 20, being merely an argument from analogy, is of course by no means conclusive; that different intentions may be readily conceived as existing, in regard to the two modes of payment, and that the adoption of the system of remuneration by fees may have been designed as a means of fixing the charge on the parties actually concerned in each individual case. It may be added, that this system is prescribed by the Act as the one for general adoption, while the payment by salary is admissible only under certain conditions. Again, supposing that the fees demandable by the constable according to the table are payable, out of the poor-rates, how, or upon what principle, is the liability of a particular parish to pay such fees to be ascertained? Is it the parish for which the constable is appointed, the parish in which the offence is committed, or the parish in which the offender is apprehended? By the 15th section of 5 & 6 Vict., c. 109, a constable may act not only in any part of the county in which the parish for which he is appointed is situated, but also in every county adjoining thereto. Suppose the constable of A is called upon to act in the parish of B, which he does, and ultimately apprehends the offender in C. In such case, which of the parishes, A, B, or C, is to be considered the parish '*in respect of which the fee has become payable?*'

"You are requested to advise,

"*First.* Whether, under the 17th section of the above cited Act, the fees payable to parish constables are, when not chargeable on the county rates, to be paid out of the poor-rates in all cases, or in those cases only in which the constables' services *are rendered in matters of parochial concern.*

"*Secondly.*—Assuming that the poor-rates are liable in all cases, how is that liability to be determined as between different parishes concerned?

"OPINION.

"We are of opinion that all the fees which are payable to parish constables under the 17th section of the above cited Act, are, when not chargeable on the county rates, to be paid out of the poor rates. The only exception which runs through the section is of the duties for which the payment is by law chargeable upon the county rate. Subject to this exception, the constables are to be paid for the service of summons and execution of warrants without reference to the subject matter to which they apply, and for the performance of such other occasional duties required of them as the justices shall think ought to be compensated by fees. The only limitation here is the discretion of the justices. The reference to the parishes who are to pay does not appear to have been intended to qualify the preceding enactment with respect to the subject-matter for which fees were to be paid to constables by parishes, but only to point out the particular parish upon which the liability is to be fixed. No power is given to settle a scale of fees as between constables and individuals setting them in motion, and the preamble shows that the intention was by rewarding constables to increase the security of persons and property generally. This object would be defeated if the payment to constables were limited to parochial concerns.

"*Secondly.*—The general intention of the Legislature, as indicated by the preamble and other sections of the Act, appears to have been to tax the parochial funds of each parish for the security of persons and property within such parish; but it is impossible to lay down any rule of construction of universal application for determining the liability as between different parishes concerned. Reference must be had in each particular case as it arises to the table of fees and allowances, and the duties for the performance of which they may be allowed, as applicable to the services performed, and the peculiar circumstances under which they may have been performed.

(Signed) "W. W. FOLLETT.
"T. TOMLINSON.

"Temple, 1st December, 1843."

G. Bellairs, esq. of Leicester, has had the Stockerton estate, in the county, bequeathed to him by the will of Messrs. W. and N. C. Stevenson, of Stamford. The value of the real and personal estate of the deceased gentlemen is supposed to be 230,000*l.* of which 96,000*l.* is left in numerous legacies, and the residue to the Rev. P. Wilson, rector of Newmarket; Rev. H. Bellairs, rector of Bedworth; and James, George, and William Bellairs, esqrs. sons of Mr. A. W. Bellairs, formerly a banker of Leicester.—*Leicester Mercury.*

TURNPIKE ACTS.—A bill just introduced by the Government continues all existing turnpike acts about to expire on the 1st of August, 1844, to the 1st of August, 1845, and to the end of the then session of Parliament. Certain acts, named in the 6th and 7th Victoria, cap. 69, are exempted from the provisions of the bill.

At the Essex Quarter Sessions, on Tuesday, John Jolliffe Tufnell, jun. esq. of Waltham House, eldest son of John Jolliffe Tufnell, esq. of Langleys, qualified as a magistrate for that county.

This *Gazette* contains notices that the following places have been duly registered for the solemnization of marriages therein:—Bethesda Chapel, Kingston-upon-Hull; Wesleyan Methodist Chapel, Nantwich; Wesleyan Chapel, Grosvenor-place, Walworth.

Mr. John David Chambers, of the Chancery bar, has been appointed Recorder of Salisbury.

THE LAWYER.

Summary.

THE many important judgments delivered previously to the Long Vacation, by way of bringing up the arrears of business at the close of the legal year, continue to occupy a large portion of our columns, to the exclusion of a multitude of matters of less pressing interest which are in type. Many correspondents are thus unavoidably deferred, with Carey's and Taylor's Lectures, notices of new publications, &c. For the same reason the leading articles are curtailed.

THE PROPERTY LAWYER.

I.—Voluntary Trust of a Debt.—Incomplete Gift.

The case of *M'Fadden* v. *Jenkyns* (1 Ph. 153), is interesting, as shewing what slight evidence of a trust the Court will receive, and under what circumstances a trust, though voluntary, will bind an estate. The judgment of the Lord Chancellor (Lyndhurst) recites the facts of the case, therefore it will be unnecessary to repeat them.

The Lord Chancellor.—This was an appeal from a judgment of Vice-Chancellor Wigram, upon a motion for an injunction to stay proceedings at law. The facts stated in support of the motion were shortly these. The testator Thomas Warry had lent a sum of 500*l*. to the defendant Jenkyns, to be returned within a short period. Some time afterwards Warry sent a verbal direction to Jenkyns to hold the 500*l*. in trust for Mrs. M'Fadden. This he assented to, and, upon her application, paid her a small sum, 10*l*., in respect of this trust. The main question was, whether, assuming the facts to be as stated, this transaction was binding upon the estate of Thomas Warry. The executor had brought an action to recover the 500*l*. so lent to Jenkyns. It is obvious that the rights of the parties could not, with reference to this claim, be finally settled in a court of law; and, if the trust were completed and binding, an injunction ought to be granted. Some points were disposed of by the Vice-Chancellor in this case, which are indeed free from doubt, and appear not to have been contested in this Court, viz. that a declaration by parol is sufficient to create a trust of personal property; and that if the testator Thomas Warry had, in his lifetime, declared himself a trustee of the debt for the plaintiff, that, in equity, would perfect the gift to the plaintiff as against Thomas Warry and his estate. The distinctions upon this subject are undoubtedly refined, but it does not appear to me that there is any substantial difference between such a case and the present. The testator, in directing Jenkyns to hold the money in trust for the plaintiff, which was assented to and acted upon by Jenkyns, impressed, I think, a trust upon the money which was complete and irrevocable. It was equivalent to a declaration by the testator that the debt was a trust for the plaintiff. The transaction bears no resemblance to an undertaking or agreement to assign. It was in terms a trust, and the aid of the Court was not necessary to complete it. Such being the strong inclination of my opinion, and corresponding, as it appears to do, with that of the learned judge in the court below, and with the decision of the Master of the Rolls in the case to which he refers, I cannot do otherwise upon this motion, and in this stage of the cause, than refuse the application. I must not, however, be understood as pronouncing any conclusive opinion upon the facts of the case. The witness Bartholomew, a professional gentleman, I believe, swears distinctly and in a positive terms as to the direction given by the testator; but there are some improbabilities in the case, and it is difficult to say, as the Vice-Chancellor justly observes, what may be the result at the hearing of the cause. As the appeal appears to have been encouraged, if not suggested by the Vice-Chancellor, the motion must be refused without costs.

II.—Foreign Charity.

In the case of *Mitford* v. *Reynolds* (1 Phil. 185) an important question was raised. The testator, Robert Mitford, had bequeathed property to the Government of Bengal, and this was held to be a valid charitable bequest. But the elaborate judgment of the Lord Chancellor (Lyndhurst) upon the point will instructive. We omit the other questions mooted in the case as of little moment.

The Lord-Chancellor.—This is a question arising out of the will of Robert Mitford. The testator, after providing for the payment of his debts and legacies, proceeds as follows:—"Ninthly, I will, devise, give, and bequeath the remainder of my property to the government of Bengal, for the express purpose of that government applying the amount to charitable, beneficial, and public works at and in the city of Dacca in Bengal, the intent of such bequest and donation being that the amount shall be applied exclusively to the benefit of the native inhabitants in the manner they and the government may regard to be most conducive to that end." The first and main question is, whether this is a valid charitable bequest. The money is to be applied to charitable, beneficial, and public works at and in the city of Dacca, in Bengal. If these words, as it is contended upon the authority of *Williams* v. *Kershaw* (5 L. J. N. S. 84; and see 1 Keen, 232, n.), are to be taken distributively and not conjunctively, and any one of the purposes or of the alternatives would not constitute a valid charitable bequest, the whole disposition will, of course, fail. Upon that point no doubt can be entertained. But this is not the whole of the bequest, because the testator goes on to say that it is his intent that the money shall be applied exclusively to the benefit of the native inhabitants of Dacca. Taking, therefore, the whole together, the meaning, as I understand it, is this, that the money shall be applied to works—by which I understand something to be constructed or established—for the benefit of the native inhabitants of Dacca—not for any particular class of the native inhabitants, but for all the native inhabitants in general, both rich and poor; and I think within all the authorities, this constitutes a valid charitable bequest. In the case of *Jones* v. *Williams* (Amb. 651), which was before Lord Camden, there was a bequest of 1,000*l*. to supply water to the town of Chepstow for the use of the inhabitants. That was considered a charitable bequest within the statute of Elizabeth; and Lord Camden, upon that occasion, stated that a gift for general or public use, for the poor as well as the rich, had always been considered, within the statute of Elizabeth, as a good charitable bequest. Again, in a case which was cited at the bar, of *Howse* v. *Chapman* (4 Ves. 542), Lord Loughborough decided that a gift for the improvement of the city of Bath was, from its general nature, a good charitable bequest. And in another case which was also referred to, the case of the Botanical Garden at Stockwell, *Townley* v. *Bedwell* (6 Ves. 194), Lord Eldon thought that the testator's having added in his will, that he considered it would be a public benefit, gave to the bequest the character of charity, and consequently that the gift was void under the Statute of Mortmain. So, also, in the case of the *Attorney-General* v. *Heelis* (2 S. & S. 67), which was a gift of funds for the improvement of the town of Bolton, that also, from its general nature, was considered as a valid charitable bequest, and the Vice-Chancellor, Sir John Leach upon that occasion stated that he had always considered the rule to be that any lawful bequest for a general or public purpose was a good charitable bequest within the statute of Elizabeth, and he instanced the case of money given for the purpose of building a sessions-house for the county, and other similar cases which had been considered from their general nature as good charitable bequests. Now, in this case, according to the construction which I put upon the words of this bequest taken altogether, it is a bequest of money to be applied in the construction or establishment of some works for the general benefit of the native inhabitants of Dacca, for the poor as well as for the rich, and I think that comes within the principle of the cases I have stated, and constitutes, under the statute of Elizabeth, a good charitable bequest. It is unnecessary for me to advert to the question as to the Statute of Mortmain, because I agree in what was stated in the case of *The Mayor of Lyons* v. *The East India Company* (1 Moore's P. C. Cas. 175), that the Statute of Mortmain does not apply to India. And this brings me, therefore, to the consideration of several other objections which have been made to this bequest. One is, that it is difficult to ascertain, and uncertain, what the testator meant by the term "native inhabitants of Dacca." Now, I apprehend that any person who has been in the habit of communicating with the East Indies would have no difficulty upon that subject. If there were any real difficulty, it might be removed by a reference for the purpose of inquiring as to the meaning of this term. But I apprehend that in the mouth of a person who has been in the habit of residing in the East Indies the term "native inhabitants of Dacca" is used in contradistinction to the European inhabitants, or the descendants of European inhabitants; and that, I conceive, was the sense in which the term was used by the testator in this instance. Again, it is said, how can any works be exclusively for the use of the native inhabitants? And the instance was given, I think by Mr. Wakefield, of a monument which all persons would see, and all persons would enjoy as far as it was capable of being enjoyed. But many instances might be put of works that might be applied exclusively to the benefit of the native inhabitants—hospitals for the benefit of the native inhabitants only—baths for the benefit of the native inhabitants only—gardens, and various other establishments might be suggested which would satisfy the words "for the exclusive benefit of the native inhabitants." Another objection which was made was this, that this fund might be applied to idolatrous purposes, to the building of a temple for the worshipping of idols, and other objectionable purposes. The answer to this, I think, is obvious. The gift is "for the benefit of the native inhabitants." This Court would not consider such an application of the funds as being for the benefit of the native inhabitants, nor would any other Court, administered upon the principles of this Court, consider that an application of the fund for the purpose of encouraging idolatry could be for the benefit of the native inhabitants of Dacca; and I understand from the Acts of Parliament (13 Geo. 3, c. 63; 21 Geo. 3, c. 70), by which the Supreme Court of Calcutta was founded, and from the proceedings in the case of the *Mayor of Lyons* v. *The East India Company*, that the Supreme Court of Calcutta exercises an equitable jurisdiction, similar to and corresponding with the equitable jurisdiction of this Court, including the jurisdiction exercised by this Court in matters of charity. Any application, therefore, of the funds for idolatrous purposes would not be considered by that Court as a proper application within the meaning of the testator, and would be controlled, regulated, and restrained. It appears to me, therefore, that the money in this case being, by the will of the testator, directed to be given for this purpose to the government of Bengal, which government of Bengal is found by the report of the Master to be the Governor-General of India, the money ought to be paid over to the Governor-General of India, as in the case of foreign charities, for the purpose of being applied to the purposes mentioned in the will. But then, it is said, this Court will not part with the fund, because it may lead to abuse; that the Governor-General may misapply this fund; may not discharge this trust in a manner of which this Court might approve; and that he is amenable to no tribunal, and subject to no control. This also, I apprehend, is incorrect. When you come to look at the statute, by which that court is founded and regulated, it appears that the Governor-General is subject to the jurisdiction and control of the Supreme Court of Calcutta, except when he is acting entirely in his public capacity as Governor-General in Council. Now, in this case, he in receiving the funds of a private individual, to be applied according to the will of that individual. He does not receive them for the purpose of discharging any duty or any trust which is cast upon him by the public; he is not responsible to the government, or to her Majesty, or to the East India Company, for the manner in which he discharges this trust; he is not acting as Governor-General in Council; and, therefore, I apprehend, he is amenable to the tribunal of the Superior Court of Calcutta, precisely in the same way as if he was acting in any ordinary case as an individual. Another difficulty, however, was suggested, which was of this nature. This charity is to be administered for the benefit of the native inhabitants of Dacca, according to the opinion of the Governor-General and the native inhabitants, of what shall be for their benefit: and it is said, What are you to do if they differ as to the mode of distribution and application? In that case I think the answer is obvious. You could not apply the fund to any charitable object until they agreed, or until the Court, if the Court thought itself justified in doing so, should interfere for that purpose. But the same difficulty would exist in a great variety of cases. If property is given for a charitable object to A and B, to be applied to such charitable institutions in this metropolis as they shall agree upon, they may differ; but such a bequest was never considered on that account as not constituting a valid bequest. It appears to me, therefore, that these objections are objections that do not weigh in this case, and ought not to govern the decision of the Court."

LEGAL INTELLIGENCE.

ATTORNEYS ADMITTED,

TRINITY TERM, 1844.

(From the Legal Observer.)

Clerk's Name.	*To whom Articled, Assigned, &c.*
Austin, George	Charles Meredith, 8, New-square, Lincoln's-inn, Henry Kingsford, Canterbury
Banks, Richard William	Richard Banks, Kington, Hereford
Batt, Henry Squire	Thomas Hervey Riches, Uxbridge
Biller, George	John Jackson, 12, Essex-street, Strand
Blakeway, Roger Charles	Henry John Barker, Wem
Brittin, Dingley Askham	Thomas Archer, Ely, Cambridge; John Randall, Inner Temple
Brown, Walter	John Brown, Sheffield
Chadwick, Benjamin	George Higham, Brighouse
Clarke, Thomas	Robert Dod Fulloon, 17, Great Carter-lane
Collins, Henry Ward	John Neal, 26, Castle-street, Liverpool
Dale, Shallett John	Henry Dale, North Shields
Davis, Henry Fox	Simon George Little, Bristol
Devonshire, Thomas H. jun.	James William Freshfield, New Bank-buildings
Dolphin, John Parker	Joseph Watson, Newcastle-upon-Tyne
Drake, Henry Garden	Philip Protheroe Smith, Truro
Eddison, Edwin	John Whall, Worksop, Nottingham
Edwards, Lewis F.	Wm. Edwards, Framlingham
Fluker, James	Clement Pattison, Berwick-upon-Tweed
Fox, Henry Burton	Charles Bayly, Frome, Somerset; John Combe, 9, Staple-inn
Francis George Edward	Matthew Rockham, Norwich; Geo. F. Hudson, 23 Bucklersbury
Garnett, Philip Fred.	John Buck Lloyd, Liverpool
Girling, James Barry	Edmund Cooper, East Dereham; George Cooper, East Dereham
Green, George Hartley	Thomas Rogers, 37, King-street, Cheapside; Hugh Jackson, 12, Essex-street, Strand
Hancock, Charles	Thomas Hacker Body, 20, Tokenhouse-yard; John Yonge, ditto
Hatherly, William Fortescue Wells	Cadwallader E. Palmer, Barnstaple; William Collins Hatherly, Bideford
Hawkins, John Garvey	John and Wm. Hawkins, Hitchin
Hitchcock, George	Henry S. Heathcote, Coleman-st.
Hitchcock, Walter J.	John Hall Tergell, St. Martin's-lane; Joseph Dyer Sympson, 7, Golden-square

Clerk's Name.	*To whom Articled, Assigned, &c.*
Hobbs, James George .	Edward Daniel, sen Bristol
Hollams, John	William Hussey, Maidstone; Pet. Lamb Hussey, Maidstone
Howell, J. Posthumous..	William Pugh, Hay, Brecon; Wm. Amlot, Cardigan
Hubbard, Joseph John ..	Thomas Saunders, 1, Queen-street Place
Johnson, William Henry,	William Murray, London-street
Kenyon, George	John Birks, Henningfield
Kirkpatrick, Robert	Henry Jenkins, jun. Liverpool; James Robinson, Liverpool
Lawrence, H. Hanslip ..	John Lawrence, St Ives
Lee, Alan John	Daniel James Lee, 4, Bedford-row
Mee, John Cowper	Thomas Bigsley, East Retford; Wm. Keary, Stoke-upon-Trent
Mitchell, Henry Sadler ..	Matthew Lofty, 36, King-street, Cheapside
Moore, Richard	George Dudgeon, Settle
Mullett, Adolphus	Thomas Parker, 18, St. Paul's Churchyard
Needham, Joseph	Henry Power, Atherstone
Ollard, William Ludlam,	Hanslip Palmer, Upwell, Cambridge
Parry, Charles	John Thos. Herbert Parry, Aberystwith
Paynter, Francis Edw. ..	John Bate Cardale, Bedford-row
Pemberton, Charles	William Augustus Pemberton, Symond's-inn
Pilgrim, Stephen........	Stafford Stratton Baxter, Atherstone
Potter, George Mitchell..	George Potter, Guildford
Price, Frederick	John Lord, Wigan
Radcliffe, John Alex.	Charles Henry Radcliffe, New Sarum
Rawle, Richard E. jun..	James Rooker, Bideford
Robinson, John	Benj. Lumley, 46, Parliament-st.
Robinson, Francis	James Norton, Pontefract; Thos. Wheeler, Manchester; Henry Birch, Manchester
Rowlinson, Frederick W. Picton	Daniel Taylor Rowlinson, Birmingham
Sadler, Robert Robson ..	John Rogerson, 24, Norfolk-street, Strand
Scurfield, George........	Joseph John Wright, Sunderland; John Beckwith Towse, 24, Lawrence Pountney-lane
Serjeant, John Flowers .	John Serjeant, Ramsey, Hants
Smith, James	Thomas George, Cardigan
Sweetland, Edward Maddox	Joseph Mountford, Exeter; Hen. Rivington Hill, 23, Throgmorton-street
Shelton Francis Talbot .	William Enfield, Nottingham
Thackrah, John	Charles Naylor, Leeds
Thomas, Frederick R. .	Richard Thomas, 4, Fen-court, Fenchurch-street
Thurgood, Richard D. ..	William Thurgood, Saffron Walden, Robert Oldershaw, 18, King's Arms-yard; Wm. Watson Oldershaw, 7, Tokenhouse yard
Tresidder, Wm. Tolmie..	Nicholas Tolmie Tresidder, Falmouth
Udall, Thomas..........	John Slade, Yeovil; Robt. Lucas, 42, Bloomsbury-square
Underwood, Henry......	George Masefield, Ledbury; Thos. Evans, Hereford
Wilkes, George Peters ..	Edwin Pollard, Gloucester
Williams, Robert, jun. ..	Robert Williams, sen. Carnarvon
Wilson, James William	Frederick Green, Angel-court
Wood, Matthew Batson,	Thomas Potter, Manchester
Woodward, Joseph......	Edmund Wells Oldaker, Pershore, Worcester.

THE WRITS OF ERROR.

An impression having gone abroad that the case of *Gray*, which came on upon a writ of error, in the House of Lords, is that of one of the defendants in the recent trials in Dublin, wherein Mr. O'Connell was a party, it may be well to place the case of the present individual before our readers, when it will be found, that even though he was not one of the defendants in that trial, yet that his case is one of much singularity, and that the result of the proceedings upon his writ of error is looked to with the greatest interest, inasmuch as the point in dispute involves the right of a prisoner, upon a charge of having shot at another with an intent to do him some grievous bodily harm, to challenge the jury.

GRAY *v.* THE QUEEN.

Case on behalf of Samuel Gray, the plaintiff in error, from a judgment of the Court of Queen's Bench in Ireland.

In this case Samuel Gray was indicted in the year 1842, at the Lent assizes in and for the county of Monaghan, for having committed a felony. The charge was founded and the indictment framed upon the statute of 1 Vict. c. 85, s. 3, and the said Samuel Gray having pleaded thereto the plea of not guilty, the trial thereof at the said assizes proceeded, till, in consequence of the illness of one of the jurors impannelled and sworn upon the said trial, the jurors were discharged without giving a verdict. At the Summer assizes in the same year, the trial was again brought on, when the jurors did not agree in a verdict, and were again discharged. At the Lent assizes of 1843, the said plaintiff was again put upon his trial, and again the jurors disagreed, and were discharged without finding a verdict; and thereupon the proceedings were removed to the Court of Queen's Bench by the Crown in Easter Term 1843. The said Samuel Gray was required to plead to the said indictment in the Court of Queen's Bench; and thereupon the said Samuel Gray did plead thereto, to the effect, that the said offence with which he was charged was committed by the same person who feloniously shot one Owen Murphy; that it was committed at the same time, and formed part of the same transaction and entire offence, and that he had been tried for the murder of Owen Murphy, and had been acquitted. To this plea the Attorney-General demurred, and the said Samuel Gray joined in demurrer, and thereupon, after argument and consideration, judgment was pronounced, that the said demurrer should be allowed, and that the said Samuel Gray should answer over to the felony in the said indictment charged, and thereupon the said Samuel Gray pleaded thereto a plea of not guilty thereof. And afterwards, at the Summer assizes of the county of Monaghan, the said record came down for trial, and after twelve jurors were impannelled, the said Samuel Gray challenged peremptorily some of the said jurors, as they were called to the book, but before they began to take the oath upon the said trial; but the said peremptory challenge was disallowed, on the ground that it had been the practice in Ireland not to allow a peremptory challenge in any case of felony not punishable with death; and the jurors so challenged were thereupon sworn to try and did try the said issue against the will and protest of the said Samuel Gray. And the said challenge having been demurred to by the counsel for the Crown, and the demurrer having been allowed, and the said challenge overruled, the trial proceeded, and a verdict was found against the said Samuel Gray, and the *postea* was returned in Michaelmas Term last to the said Court of Queen's Bench with the said verdict entered thereon, and judgment against the said Samuel Gray was by the said Court given upon the said verdict, and the said Samuel Gray sentenced by the said Court, that he be transported for the term of his natural life. Mr. Justice Perrin declared his opinion, and gave his judgment that the challenge should have been allowed, and that the judgment on the said verdict should be arrested, and a *venire de novo* awarded; but the Lord Chief Justice, Mr Justice Burton, and Mr. Justice Crampton gave judgment against the said Samuel Gray. Under these circumstances, the said Samuel Gray has sued out a writ of error for the purpose of bringing the said judgment of the said Court under the consideration of their lordships' House, and of having the same reversed by error in law. The said Samuel Gray therefore humbly submitted that the judgment of the said Court of Queen's Bench should be reversed for the following, amongst other reasons:—"Because the incidents of the defence and trial of all felonies are the same, and the right of peremptory challenge appertains to the trial of felony as a specific class of crime, and has been, therefore, uniformly allowed in England on the trial of felonies not punishable by death, as well as of capital felonies."

To this case of the plaintiff in error, the defendant in error, the Queen joins "that there is no error in the record and proceedings aforesaid, or in the giving of the judgment aforesaid."

PROCTORS AND NOTARIES.

ARTICLING AND ADMISSION OF PROCTORS.

The following return has just been made to Parliament.—

There are no bye-laws, regulations, or resolutions made by proctors of the Arches or Prerogative Courts of Canterbury, relating to the articling of clerks to proctors, or to the admission of proctors.

The articling of clerks and admission of proctors are regulated by a statute of the Archbishop of Canterbury, bearing date the 30th of June, 1696, a copy of which is hereto annexed.

By this statute, the number of proctors having then increased to forty, it was, among other things, ordered that there should be thirty-four proctors *exercent* in the Arches Court, each of whom should have power and privilege to take clerks apprentices, and that the remaining proctors should be esteemed and called supernumeraries, who should not have power to take such clerks until they should have succeeded into the number of the thirty-four; and that no proctor should take any clerk apprentice until he should have continued *exercent* in the Arches Court five years; that the term of service of a clerk should be seven years, and that no proctor having one such clerk should be capable of taking another at the same time, until the first should have served five years.

It is, in practice, required that a proctor shall have been five years on the list of the thirty-four seniors before being allowed to take an articled clerk.

There are two rules observed with respect to the qualification of articled clerks which are not contained in the annexed statute; one, by which the age of the clerk is required to be fourteen, and not above eighteen years; and the other, that such clerk should not have been a stipendiary writing clerk.

The above rule with respect to age has, under peculiar circumstances, been occasionally dispensed with by the judge.

Endeavour has been made, without success, to ascertain the date of, and authority for, these two rules.

Reference has been had to the muniment books of the Prerogative Court for the ordinances and decrees of Sir Richard Raines, Judge of the Prerogative Court, mentioned in the annexed statute, as made in 1686, but they do not appear to have been registered. It is conceived that they must have been rules and regulations to be observed in the conduct of suits, and not to the articling of clerks on admission of proctors, which acts are done only before the official principal of the Arches Court, or his surrogate, and are registered in the Arches Court.

A copy of the order of the honourable House of Commons relating to the articling and admission of notaries has been placed in the hands of the deputy-registrar of the faculties, for the point of making the return thereto.

(Signed) WILLIAM TOWNSEND, Registrar.

ARTICLING AND ADMISSION OF NOTARIES.

The articling and admission of notaries in England is now regulated by the Acts of Parliament passed in the forty-first year of Geo. 3, c. 79, in the third and fourth years of Wm. 4, c. 70, and in the sixth and seventh years of Vict. c. 90; and in pursuance of, and in accordance with the provisions of those statutes, different documents are required or used, varying according to the circumstances of the case of each applicant for admission.

The paper annexed, marked (A), contains the form of certificate required from two notaries, that the applicant is qualified, as therein stated, previous to his admission as a notary.

Under the Act 3 & 4 Wm. 4, c. 70, the Master of the Faculties is authorized to admit attorneys, solicitors, or proctors, general notaries to practise in places and districts where it is made to appear to him that there is not a sufficient number of notaries admitted, or to be admitted for the due convenience and accommodation of the district; and the Masters of the Faculties have made certain rules and regulations respecting such admissions, which are contained in the paper hereto annexed, marked (B).

No service is required previous to the admission of notaries to practise out of England (viz. in any of her Majesty's foreign territories, colonies, or dominions), or as registrar or proctor of any ecclesiastical court, or for any limited purpose; but in all cases a certificate as to the applicant's qualifications, according to the form of the paper annexed, marked (A), is required.

(Signed) L. C. MOORE, } Deputy
J. SHARPE, } Registrars.

(A)

To the Right Worshipful Sir John Dodson, Knight, Doctor of Laws, Commissary or Master of the Faculties, or his Surrogate.

We, whose names are hereunder written, do make known and certify unto you, A B, a literate person, now residing at , aged twenty-one years and upwards, to us well known, was and is a person of sober life and conversation, *conformable to the doctrine and discipline of the Church of England as by law established*,(a) and well affected to her Majesty Queen Victoria and the present constitution, both in church and state. And we do further certify, that the said A B is a person of known probity, and well skilled in affairs of notarial concern: Wherefore we do conceive him to be a person fully qualified to be created a notary public. In witness whereof, we have hereunto set our hands this day of in the year of our Lord 1844.

(B.)

District Notary Act, 3 & 4 *Wm.* 4, *c.* 70.

Persons applying to be made notaries under the provisions of the above Act must present a memorial to the Master of the Faculties, signed by the magistrates, bankers, merchants, and principal inhabitants of the place and district for which the application is made, shewing that there is not a sufficient number of notaries public admitted, or to be admitted, for the due convenience and accommodation of such district, the expediency of appointing one or more notaries therein, and recommending the person applying as a fit and proper person to be so appointed. This memorial must be left at the Faculty Office, together with the usual certificate of two notaries, the admission in one of the courts at Westminster, or as a proctor in an ecclesiastical court, and the last annual certificate.—September 1833.

Whereas caveats have been entered on behalf of notaries resident in several towns of England, against the admission of any person to practise in such towns under the provisions of the above Act: And whereas, without such caveats, the applications of any attorney, or solicitor, must necessarily have been decided on an *ex parte* representation, that there is not a sufficient number of notaries public for the due convenience and accommodation of the place for which the application is made:

It is Ordered—That in all cases where caveats are now entered, or shall hereafter be entered, the persons entering such caveats shall, when any such application is made for a faculty, have notice thereof in

(a) These words are altered according to circumstances, when the applicant is a Roman Catholic, Quaker, or any dissenter authorized by law to be admitted a notary.

writing, and the papers relating to the application shall be detained for the period of one week from the date of such notice, in order that the person entering such caveat may send in such statement as he, or the person or persons on whose behalf it is entered, shall think fit. Provided nevertheless, that if such statement is not delivered into the office within the time before mentioned, the application for the faculty shall proceed as if no such caveat had been entered.

(Signed) STOWELL, Master.

19 Nov. 1833.

FURTHER REDUCTION OF CHANCERY FEES.

Friday, June 21, 1844.

The Right Honourable John Singleton, Lord Lyndhurst, Lord High Chancellor of Great Britain, by and with the advice and consent of the Right Honourable Henry, Lord Langdale, Master of the Rolls, the Right Honourable Sir Lancelot Shadwell, Vice-Chancellor of England, the Right Honourable the Vice-Chancellor, Sir James Lewis Knight Bruce, and the Right Honourable the Vice-Chancellor, Sir James Wigram, doth hereby, in pursuance of an Act of Parliament passed in the fifth and sixth years of the reign of her present Majesty, intituled "An Act for abolishing certain Offices of the High Court of Chancery in England," and in pursuance and execution of all other powers enabling him in that behalf, order and direct in manner following; that is to say,—

1. That for all office copies bespoke after the twenty-second day of June instant, the clerks of records and writs and their clerks shall, in lieu and instead of eightpence per folio, receivable by them under the order of Court, dated the twenty-second day of March last, receive and take the fee of sixpence per folio, and no more.

2. That for all office copies bespoke after the twenty-second day of June instant, the examiners of the High Court of Chancery and their clerks shall, in lieu of the fee of eightpence per folio, receivable by them under the order of Court dated the fifteenth day of April last, receive and take the fee of sixpence per folio, and no more.

(Signed) LYNDHURST, C.
LANGDALE, M.R.
LANCELOT SHADWELL, V.C.E.
J. L. KNIGHT BRUCE, V.C.
JAMES WIGRAM, V.C.

OPERATION OF THE INSOLVENCY LAWS.

The feeling in the City upon the subject of the operation of the insolvency laws is becoming daily stronger. It is considered by the mass of creditors that if the quantity of experimental legislation relative to debtor and creditor be a means of obtaining protection, that desirable point could soon be arrived at, as three Bills are now in Parliament, and it has been the pet subject of benevolent and unemployed law lords for many years past, the humanity being particularly cheap, as the cost comes out of the pockets of the unprotected public. The mercantile classes say that great satisfaction has been given by the parliamentary proceedings to the debtor, to whom almost complete relief is granted against the claims of the creditor, the Legislature having, in their desire to shield unfortunate insolvents, given impunity to all but just those they profess to serve—the really unfortunate and honest. The opinion of the above-mentioned classes is, that the chances of the rogue are greater than those of the man of integrity. The honest man surrenders at once all he has; the rogue takes especial care to spend all, or to hide all, before he asks the Insolvent Debtors' Court or the Bankrupt Court to whitewash him, or to give him a vesting order, by which his person is for ever protected against his creditors. Both alike easily get their discharge, with this difference, that the honest man pays for his discharge the 100*l*. 200*l*. or 300*l*. that are left, the wreck of his estate; the rogue contrives to eat all, spend all, or hide all first. The honest man fares the worse by the wealth he surrenders, which he is not, in fact, obliged to surrender, there being no practical machinery by which his affairs are or can be inquired into. Lord Brougham's Act provides no funds by which official assignees are to be paid for the labour of examination. Some gentlemen have, from a sense of duty, made inquiry at their own expense; others pass the accounts as a matter of course; and further, when the miserable wreck is safely lodged in court, there it remains, for the Act has no provision for its distribution among the creditors. As evidence of the truth of these remarks, the men of business in the City say 100 cases of insolvents' petitions have been adjudicated by one commissioner; the amount of debts was 100,000*l*. the amount of assets 390*l*. of which sum 190*l*. was furnished by one individual; he probably was the honest one, and he might as well have done as the others did—spent all, or hidden all, and left in court, as they did, just two pounds. Of thirty other cases (not selected) the amount of debts was 30,000*l*. and the assets 90*l*. or something about one halfpenny in the pound. A short time since, an unfortunate insolvent, who had a pension of 250*l*. and usually earned 130*l*. in a year in addition, and had been living at the rate of 1,000*l*. until he had incurred debts to the amount of 8,000*l*. besought relief under the late Act, which was granted on condition that he should pay into court 130*l*. a year as long as his income was 380*l*. or a proportionate sum if it should be less. He will have small motive to earn anything wherewith to pay his creditors, and in point of fact he will not pay one farthing, but he will retire to a distance, where no one will find it worth while to follow him, live in idleness, and enjoy his pension of 250*l*. a year. In fact, those sums ordered to be paid into court, by the Court, are in general but nominal; a first or second instalment is paid, and then the matter drops. It would be highly instructive, in such a case as the above, and in many similar cases, to hunt out the condition of the creditors, and to learn if some who had ministered to the luxuries of this extravagant man were not now reduced to absolute want, while he enjoys untouched his whole income of 250*l*. per annum. A present distinguished Commissioner of Bankruptcy, in the west of England, might well say he heard much of the unfortunate debtor and his family, but little of the unfortunate creditor and his family.

All the trading community, with the exception of a few leviathan establishments, whose rapacity and oppression render them most disastrous nuisances, complain bitterly of the present state of things. They declare that they are living in a state of outlawry, and as was said by one witness before the late commission, "If his debtors, amounting to many hundreds, were one and all to offer him 2s. 6d. in the pound on their debts, he had no help but to take it, and do the same himself." And he might have added, "Go into the union house, or banish himself to the colonies, one among the many hundred victims of the diseased and misplaced humanity of law makers, who, incurring no risk themselves in their experimental recreation, confiscate the property of industrious and frugal capitalists to the amount of many millions a year." Laws pinching enough, say the citizens, have been applied to remedy the evils of pauperism, but the cost of paupers—the ignorant, and oppressed, and neglected of the community—is nothing, compared with the drain on the national energies caused by insolvents, the idle, the extravagant, the gambling, the dishonest of the educated and well-cared for of the middle classes.

THE IRISH STATE TRIALS.

It was generally expected that judgment would have been given yesterday, in the House of Lords, in the writ of error case of *Reg.* v. *O'Connell and Others*. It appears, however, that the replies of the judges to the eleven "queries" have not yet been received. Chief Justice Tindal remained in town on Thursday, not to pronounce the judgment of his brethren and himself (as was erroneously stated by some of our contemporaries), but to prepare draft answers to the queries, to be forwarded to the other judges on circuit, who attended the argument in the Lords. As some days must elapse before the replies of the judges, expressing either their acquiescence in or their dissent from the draft answers, can be received, the judgment is of course deferred.

QUESTIONS OF LAW PROPOUNDED TO THE LEARNED JUDGES.

"The attention of my Lords the Queen's Judges is requested to the record and proceedings hereto subjoined, with reference to the following questions:

"1. Are all, or any, and if any, which of the counts in the indictment bad in law, so that, if such count or counts stood alone in the indictment, no judgment against the defendants could properly be entered upon them?

"2. Is there any, and if any, what defect in the findings of the jury upon the trial of the said indictment, or in the entering of such findings?

"3. Is there any sufficient ground for reversing the judgment by reason of any defect in the indictment, or of the findings, or entering of the findings of the jury upon the said indictment?

"4. Is there any sufficient ground to reverse the judgment by reason of the matters stated in the pleas in abatement, or any of them, or in the judgments upon such pleas?

"5. Is there any sufficient ground for reversing the judgment on account of the continuing the trial in the vacation, or of the order of the Court for that purpose?

"6. Is there any sufficient ground for reversing the judgment on account of the judgments of the Court overruling and disallowing the challenges to the array, or any or either of them; or of the matters stated in such challenges?

"7. Is there sufficient ground to reverse the judgment by reason of any defect in the entry of continuances from the said trial to the said 15th day of April, regard being also had to the appearance of the defendants on the said last-mentioned day?

"8. Is there any sufficient ground to reverse or vary the judgment on account of the sentences, or any, or either of them, passed on the respective defendants, regard being had particularly to the recognizances required, and to the period of imprisonment dependent upon the entering into such recognizances?

"9. Is there any sufficient ground to reverse the judgment on account of the judgments on the assignments of error *coram nobis*, or any or either of them, or of the matters stated in such assignments of error, or any or either of them?

"10. Is there any sufficient ground for reversing the judgment by reason of its not containing any entry as to the verdicts of acquittal?

"11. In an indictment consisting of counts A, B, C, where the verdict is guilty of all generally, and the counts A and B are good, and the count C is bad, the judgment being, that the defendant, for the offences aforesaid, be fined and imprisoned, which judgment would be sufficient in point of law, if confined expressly to counts A and B—can such judgment be reversed on a writ of error? Will it make any difference whether the punishment be discretionary, as above suggested, or a punishment fixed by law?"

COURT OF EXCHEQUER,

Guildhall, Friday, July 12.

(Before Sir F. POLLOCK, Chief Baron, and a Special Jury.)

The CHIEF BARON intimated to the Bar, at the opening of the court, that, in consequence of the arrears of cases ready for hearing, he had it in view, after circuit, to hear any cases that were more particularly pressing, in the course of the vacation.

His lordship also took occasion to observe, that he had, both when at the bar and since called to the bench, occasion to notice how very severely the common jurors were inconvenienced by the present arrangement of postponing their cases until after those of the special juries. To remedy this, he had determined that, for the future, the common jury cases should be disposed of previous to the special jury lists being entered upon.

NOTICE.

Common Pleas Chambers, July, 1844.

The following regulations for transacting the business of these chambers will be strictly observed till further notice:—

Acknowledgments of deeds by married ladies will not be taken till the other business is disposed of.

Original summonses only to be placed on the file.

Summonses adjourned by the judge heard at ten o'clock.

Summonses of the day called at five minutes past ten, numbered, and heard by the judge in their regular order.

One summons only to be attended in the judge's room at the same time, whether attended by counsel or otherwise.

Counsel at two o'clock. The name of the cause to be put on the counsel-file, and counsel in one cause only admitted at the same time.

Affidavits upon *ex parte* applications for the judge's order (except orders to hold to bail) to be left the day before the orders are applied for, except under special circumstances.

The affidavit to be properly indorsed with the names of the parties and the nature of the application.

At the Court at Buckingham Palace, the 10th day of July, 1844, present the Queen's Most Excellent Majesty, in Council, her Majesty in Council was this day pleased to declare the Right Hon. William Lord Heytesbury, Lieutenant-General and General Governor of that part of the United Kingdom called Ireland.

DOWNING-STREET, JULY 1.—The Queen has been pleased to nominate and appoint Lieutenant-General the Right Hon. Sir Henry Hardinge, Knight Commander of the Most Hon. Military Order of the Bath, to be a Knight Grand Cross of the said Most Hon. Order.

DOWNING-STREET, JULY 9.—The Queen has been pleased to appoint Major James Agnew to be Colonial Secretary and Registrar for the Island of Dominica.

The Queen has also been pleased to appoint George Heylizer Aertsen Porter, esq. to be Colonial Secretary and Registrar for the Virgin Islands.

WHITEHALL, July 3.—The Lord Chancellor has appointed H. C. Margetts, of March, in the county of Cambridge, gent., to be a Master Extraordinary in the High Court of Chancery.

WHITEHALL, July 8.—The Lord Chancellor has appointed T. J. Maltby, of Cheshunt, in the county of Hertford, gent. to be a Master Extraordinary in the High Court of Chancery.

PIRATED WORKS.—It was formerly the practice, previously to the passing of the new Copyright Act, for the Customs authorities to permit passengers arriving from the Continent and America to bring in their baggage one copy of each pirated edition of English works, for their private use, on certain conditions, viz. that their names were written on the

fly-leaf of each book, and that such works were not new; but had evidently been in use for a considerable period, but since the passing of that Act, prohibiting the importation of such pirated editions for any purpose, or under any circumstances, the officers have been instructed to detain all such books found in the baggage and effects of passengers, and to burn or otherwise effectually destroy them. In several instances during the winter, noblemen and gentlemen arriving from the Continent, in whose baggage pirated works were found, and which had been in their possession for several years, applied to the Lords of the Treasury for their release, and were, in every instance, informed, that it was impossible to comply with their request, as such books had, by the regulations, been immediately destroyed. The commissioners of customs have recently issued an order, directing, with reference to the detention of books, under the 24th section of the Act 5 & 6 Vict. c. 47, relating to copyrights, that all works which may in future be seized under the law above referred to, be retained at the several stations at which they may have been seized; that the whole of the works so retained be included in one seizure-note, to be prepared quarterly at each station, and forwarded to the Queen's warehouse-keeper, for the purpose of obtaining the Board's order for prosecution; and that the books be destroyed at the respective stations at the expiration of a month from the date of such order, unless notice of claim be given, in conformity with the provisions of the 76th section of the Act 3 & 4 Wm. 4, c. 53. The meaning or extent of this right of claim is not generally understood by the public, or by persons whose books are detained, and which they may be desirous of keeping in their possession. The intention of the Copyright Act has been decided by the law officers of the Crown, to be for the protection of the proprietors of the copyrights, and that therefore, as the law stands, they, and they only, are entitled to claim all piracies of their works. Therefore, such persons as may be anxious to retain pirated editions should make interest with the proprietor of the copyright, who may claim them, to do so, and obtain them for them. This recent order, extending the time to three months previously to their being destroyed, will give the owners of these works time and opportunity of prosecuting the claim for their release, which previously did not exist.

SWEARING IN OF QUEEN'S COUNSEL AND SERJEANTS-AT-LAW.—At a quarter before ten o'clock on Wednesday morning the following members of the Bar were sworn in as Queen's Counsel before the Lord Chancellor, in his lordship's private room in the House of Lords; namely, John Henry Hodson, esq. of the Oxford circuit; Charles H. Whitehurst, esq. of the Midland circuit; John William Alexander, esq. of the Oxford circuit; Robert Charles Hildyard, esq. Northern circuit, and who is also Queen's Counsel for the Duchy of Lancaster; J. Parker, esq.; and the following gentlemen were also sworn in before the Lord Chancellor and the Lord Chief Justice of the Common Pleas as Serjeants-at-Law:—Edward Balfour, esq.; John Alexander Kinslake, esq. of the Western circuit, and Charles Chadwick Jones, esq. of the Home circuit. In consequence of the swearing-in taking place out of term, the newly-made Serjeants were not invested with the coif, as is the case when the promotion takes place in term. After the usual introductions of the learned Serjeants by the Lord Chancellor to their learned brothers, the Judges of the Common Pleas, the rings were presented by the newly-made Serjeants to the Judges of the Common Pleas, also to the Lord Chancellor, and through the noble and learned lord to her Majesty; the latter were of a very massive description, of pure gold, with a blue enamelled ground, on which, according to ancient custom, is inscribed the motto "*Paribus Legibus*;" the rings to the Serjeants and the counsel, with whom the newly-made members of the coif used to be engaged, are plain gold rings, bearing, however, the same motto.

THE PROPERTY TAX.—NEW PROVISIONS.—The Government Bill to continue compositions for assessed taxes, and to amend certain laws relating to duties under the management of the Commissioners of Stamps and Taxes, has been printed. It contains three provisions in regard to the property-tax, which are embraced in the general title of the measure. By the third section it appears that there are existing difficulties respecting the collection of assessed taxes, and the duties under the Property-Tax Act, in divers privileged and other places, by reason of doubts as to whether such places are extra-parochial or included in any place for which separate assessments for duties have been usually made, and it is proposed that the Commissioners of Stamps should be empowered to direct within what districts and parishes privileged and other places shall be rated to the assessed and property-tax. Under the next section, any omission in previous assessments in privileged places may be supplied. And, in the two following, any *thing omitted* by the commissioners, or that may be hereafter omitted, may be ordered and shall be as binding as if made at the time when it should have been made; and, further, that any person selected by the commissioners to be an assessor—such refusals having greatly impeded the execution of the act—shall be liable to be fined 10*l*., which fine is to be recovered and applied in the same way as any other fine under the said Acts.

ACTIONS FOR GAMING DISCONTINUANCE BILL.—A Bill further to stay proceedings in certain actions under the provisions of several statutes for the prevention of excessive gaming, and to prevent any similar proceedings being taken under those statutes during such further limited time, has been prepared and brought in by Viscount Palmerston and Mr. Tuffnell, M.P. By the first clause, *qui tam* actions for the recovery of gaming penalties are further suspended until the end of the next session of Parliament—that is, we presume, until about the month of August 1845. The second clause enacts, that in any case where actions are prosecuted contrary to the provisions of this Act, a verdict is to be found for the defendants. The Bill is, we believe, awaiting a second reading on the table of the House of which Lord Palmerston is so distinguished a member.

IMPRISONMENT FOR DEBT ABOLISHED IN NEW SOUTH WALES.—The Legislative Assembly of New South Wales [composed of 36 members, of whom 24 are elected as representatives by the people, and the remainder nominated by the Crown, according to the Act 5 & 6 Vict. c. 76, passed 30th July, 1842] met, in pursuance of a proclamation, for the first time, on August 1, 1843. After the necessary preliminaries of swearing in the members, the session was formally opened by the Governor for the despatch of business and the welfare of the colony. The first tangible measure which they passed had reference to the prevention of the waste and destruction under process of law, power of sale, or other remedy, of the property of solvent debtors, who might be placed in temporary difficulty. The main provision of the Bill enabled a debtor, with the consent of three-fourths in value of his creditors, on adequate proof of solvency, to procure letters of license, which should have the effect of staying all executions; another provision took cognizance of any fraud or frauds which the debtor should perpetrate by oath on his creditors; and the 26th clause declares that imprisonment for debt shall be abolished from and after the 31st of March, 1844.—*Sydney paper.*

JOINT-STOCK BANKS.—The Government have followed up their line of policy with respect to public companies, &c. by bringing in a Bill "to regulate joint-stock banks in England," which contains forty-five clauses. It enacts, amongst other provisions, the following:—Joint-stock banks hereafter established must conform to this Act, and no more than six persons will be allowed to carry on the trade of bankers in England, under any agreement or covenant of co-partnership entered into after the 6th of May last passed, unless by virtue of letters patent, to be granted by her Majesty. The proposed company must petition for a charter, to be granted on the favourable report of the Board of Trade. A deed of settlement, containing provisions for certain special purposes, must be prepared. No company to commence business until the deed is executed, and at least one-half of the shares paid up. Incorporation is not to limit the shareholders' liability. All bills of exchange and promissory notes made, accepted, or endorsed, on behalf of a company, must be signed by two directors. The 43rd clause enacts that existing companies may be brought under the operation—that is, "take the benefit" of this Act.

STIPENDIARY JUDGES OF THE UNITED KINGDOM.—Mr. Wallace has recently obtained a return, shewing the number of stipendiary judges in England, Wales, Scotland, and Ireland, and the cost of such judicial establishments to the country annually. We have made a summary of the details given by the document in question, from which it appears that the gross total number of judges in the United Kingdom (both superior and inferior) amounts to 363, and the salaries received by them to the annual sum of 402,032*l*. England employs 22 judges of superior, and 123 of inferior courts, paying to the former 123,577*l*. and to the latter 85,399*l*. Scotland employs 13 judges of superior, and 81 of inferior courts, paying to the former 42,500*l*. and to the latter 34,470*l*. Ireland employs 16 superior, and 108 inferior judges, paying to the former 63,000*l*. and to the latter 53,082*l*. Thus England pays altogether an annual sum of 208,976*l*. for 145 judges; Ireland, 116,086*l*. for 124 judges; and Scotland, 76,970*l*. for 94 judges. If we strike an average, it will be found that each superior judge receives a salary, in England, of 5,617*l*.; in Scotland, one of 3,269*l*.; and in Ireland, one of 3,937*l*.; whilst the average salary of each inferior judge is, in England, about 698*l*.; in Scotland, 425*l*.; and in Ireland, about 491*l*. Of the sum of 208,976*l*. expended on judges by England, the Court of Chancery receives 33,000*l*.; the Court of Queen's Bench, 28,000*l*.; the Court of Common Pleas, 28,000*l*.; the Court of Exchequer, 27,000*l*.; the Judge of the Admiralty Court, 4,000*l*.; and the Judge of the Prerogative Court, 3,577*l*. Of the inferior courts, the Court of Bankruptcy receives 33,600*l*.; the Insolvent Debtors' Court, 6,500*l*.; the stipendiary magistrates of the 13 metropolitan police courts, 23,200*l*.; and the revising barristers, 14,700*l*. (70 at 210*l*. each), &c.

PROCEEDINGS OF LAW SOCIETIES.

THE LAW AMENDMENT SOCIETY.

The annual general meeting of this society was held on the 19th ult. at the rooms of the society in Regent-street, at which the first report of the council was read, as follows:—

REPORT.

In presenting their first report, the council consider it will not be expected that they should on the present occasion enter into an elaborate view of the state and progress of the society. It may be sufficient to mention that the society was declared to be formed on the 2nd of March last, and that it can only be considered to have been in operation since the 18th of May, when its present office was taken. Under these circumstances the council consider that it has received all the support that might have been reasonably expected.

Its ordinary members already exceed one hundred, among whom are to be found many persons of great eminence in all branches of the law, and also many distinguished persons not connected with the legal profession.

The council have great pleasure in stating, that from that profession the society has met with far greater encouragement than was ever anticipated; and they feel confident that as the institution becomes known, it will be joined by a sufficient number of persons not in the profession.

The council have the satisfaction of acquainting the society, that for the present year the receipts from subscriptions already exceed the estimated necessary expenditure.

Short as has been the period of the existence of this society, the council are able to state that many important subjects have been referred for their consideration, and they have every reason to be satisfied with the mode in which they have already been treated by several of the committees into which the society has been formed, from whose proceedings they expect the most practical and satisfactory results.

The council have only further to state, that they believe that the foundation has been laid of a great and useful society, fully capable of attaining the important objects which were contemplated on its formation. They are sanguine that a vast store of information on all subjects connected with the amendment of the law, may be brought together; that these subjects may be usefully discussed, and sound opinions upon them formed and diffused.

But they beg leave to enforce on all members of this society the necessity for individual exertion in furtherance of its objects.

21, Regent-street.

DENBIGHSHIRE AND FLINTSHIRE LAW ASSOCIATION.

At a general committee meeting of this society, held at Ruthin, on Tuesday, the 2nd inst. it was resolved to petition Parliament against the clause in the Poor Law Bill now before the House of Commons, by which it is proposed to authorize clerks of unions, whether attorneys or not, to act as such before magistrates; and also against the clauses in the County Courts Bill to prevent attorneys acting as advocates in those courts as matter of right, and fixing the amount of costs at the sums there mentioned. And it was further resolved, that the secretary should communicate with the secretary of the Manchester Association, for the purpose of co-operation in carrying on opposition to the above clauses of the said Bills. J. LEWIS, Hon. Secretary.

Wrexham, July 3, 1844.

CORRESPONDENCE.

POWER OF QUARTER SESSIONS TO QUASH AN INDICTMENT.

Case of *Reg.* v. *Wilson and Others.*

TO THE EDITOR OF THE LAW TIMES.

SIR,—Your leading article in your last number on this subject being materially inaccurate, and the case one of general importance in the *two* questions of law which it raises, I take leave to put you right as to the facts on which these questions arise, *as stated* in the indictment, now removed by *certiorari* into the Court of Queen's Bench.

And first, that Court has gone one step further than you state, for it *has seen* the order (or rather judgment) of Quarter Sessions quashing this indictment, and in Easter Term granted a rule *nisi* requiring the justices of Gloucestershire and the defendants to shew cause why that judgment should

not be set aside as *void in law*, for excess of jurisdiction; and *that* rule stands enlarged for argument to Michaelmas Term next.

But, for the indictment itself, you are in error as to its form; the first and third counts (of which with the second it consists) are framed against Wilson and ten others, the *same* and not "different" defendants, indicted by the *same* names and additions, &c.

The *second* count is against *two* only of the *same* eleven defendants charged in the other counts.

The first count, on which the objection of *duplicity* was raised by Mr. Greaves at the Quarter Sessions, charges all the defendants with forcible entry into the prosecutor's dwelling-house, situate to wit at *Cheltenham*, in the county of Gloucester, and with an assault upon him and his children, and with *imprisoning* him to wit at *Gloucester*, in said county, being *one continuing transaction.*

In point of law, therefore, there is no pretence for saying that this indictment is bad on either of the grounds mentioned, and the case cited in your article, *Reg.* v. *Kingston and Others* (and relied upon by Mr. Greaves at the Sessions), is an authority exactly *in support* of this view of the matter. If the indictment were really bad in law, no good could arise from pursuing it; but I felt that the refusal *to hear* me in support of the indictment in answer to Mr. Greaves, and the quashing of it by the Court wherein the defendants *appeared on their recognizances to take their trial*, was an insult to the Crown, and to the humble individual then prosecuting for the Crown, and not more consonant with law or public justice than with that common sense which is the foundation of all true law.

The questions thus raised for the decision of the Court of Queen's Bench are these, viz.:—

1st. Has the Court of Quarter Sessions power to quash a good indictment found at a *preceding* court, and upon which the defendants were *bound over to appear* and PLEAD and *take their trial* more than twenty days before the court in question (see the statute on this subject, which lays down the law distinctly, viz. 60 Geo 3, and 1 Geo. 4, c. 4, s. 3)?

2nd. Has the Court of Quarter Sessions power to come to such a judgment, summarily crushing a public prosecution for riot upon the *motion* of the defendant's counsel, hearing him alone in argument, and refusing to hear the prosecutor at all in answer?

If this power should be confirmed to the Court of Magistrates, it will make them FINAL *judges of the law*, without argument, arising upon every record before them, thus cheating the Crown of its writ of error, and the Court of Queen's Bench of its ancient *appellate jurisdiction* in all such cases. The innovation, therefore, comes from Mr Greaves and Mr. Serjeant Ludlow (for whose errors, even, I entertain a sincere respect), and not from, Mr. Editor,

Your obedient Servant,

AUG. NEWTON.

At Sessions, Gloucester, 8th July, 1844.

STAMP-DUTIES.

TO THE EDITOR OF THE LAW TIMES.

Portsea, June 29, 1844.

SIR,—Your subscribers, I am sure, will be obliged by an explanatory comment on the case, *Brown* v. *Pegg*, reported in your last week's number. The Court observed that a deed-stamp, "*at least*," became necessary. Surely there can be no room for contending that the whole *ad valorem* duty was payable as on an original mortgage, in spite of the 3 Geo. 4, passed, it would appear, expressly to give relief in cases of the kind? And as to the deed stamp being necessary, the holding of this goes to render incorrect what has lately been almost the universal practice of the Profession, authorized, as I believe they conceived, principally by one of the very cases cited in *Brown* v. *Pegg*, to shew such practice to be erroneous. By *Doe dem. Bartley* v. *Grey*, the paying on transfers of mortgages with a farther sum, advanced only the *ad valorem* duty on the further sum, with the 1*l.* progressive. There does not seem any unusual point in *Brown* v. *Pegg* to call for the deed-stamp but the conveyance of the fee: probably, however, it was on this point the Court held the document to require the deed-stamp *at least*, but it has been held that the conveyance of the fee would not render requisite stamp-duty as on a fresh mortgage.

Yours truly,

A. CHAMBERLAIN.

P.S.—Since writing the above I have seen Mr. Austin's letter. He also feels surprised at the decision on various grounds. Certainly it seems doubtful if the 3 Geo. 4 imposes a progressive duty; but in *Doe* dem. *Bartley* v. *Grey* "progressive" was held to be payable.

NEW POOR LAW BILL.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I inclose you an extract of a letter written by me to the Member of Parliament for this borough, whose agent I am. I would suggest that other solicitors who are agents should write to their members in a similar manner. This, I think, would have as much effect as a petition. Yours, &c.

Christchurch. JAMES DRUITT.

"I wish to call your attention to the Poor Law Amendment Act now before the House. The 60th section provides that officers of Poor Law Unions may to a certain extent act as attorneys. This, it appears to me, would be a great injustice to attorneys and solicitors, who, before they can commence practice, have to pay about 150*l.* to Government as stamp duty, and who still pay a heavy annual tax as a certificate duty, and submit to many regulations from which other classes of professional men are exempt. And it would be inexpedient as regards the public, since it would allow persons to act as attorneys who have given no security to the public for their respectability and knowledge of the law, and would be exempt from the surveillance, to which attorneys are at all times subject, of the courts of law whose officers they are.

"The 34th section also removes the duty of fixing the amount due to attorneys for business done for any parish from parties who must be, to persons who may not be, competent to decide on the proper sums to be allowed, and must, therefore, fail of giving satisfaction either to the attorney or his employer.

"The law relating to attorneys was, as was understood, finally settled in the last session of Parliament, and, leaving any question of justice, it must be inexpedient to disturb the principle of that law for a saving admitted on all hands to be very small."

CENTRAL CRIMINAL COURT.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Allow me to call your attention to an error in your observations respecting the Central Criminal Court, which appeared in the LAW TIMES of Saturday last, copied from some of the morning papers. In the first place, a meeting of the Bar of that court has *not* taken place, as stated; and, in the second, the subject for deliberation was a practice more mischievous, if possible, than that of fraudulent attorneys, namely, the practice of the *turnkeys* and *other officers* of the gaol of Newgate, of sometimes *recommending attorneys* to the prisoners and their friends, *and*, at other times, *counsel*, without the intervention of attorneys, whose functions they actually usurp, by offering to provide prisoners with brief and counsel for 1*l.* 3s. 6d.!! inclusive! The meeting was called by myself, with the concurrence of several other counsel, and was intended to be held on the last day of the June Sessions; but on the unavoidable absence of several whose presence was very desirable, it was postponed till this day, when a similar cause has again prevented it. I trust, however, that it will not be much longer delayed.

I will here add, that several cases in proof were submitted to the Lord Mayor, as chief commissioner of the court, a day or two after the commencement of the last Sessions, but I have not heard of any steps to stop an evil which, if continued, as you will readily perceive, will have a more pernicious effect than if former abuses had been allowed to continue.

I shall be happy to furnish you any other information should you require it.

I remain, Sir,

Yours, very obediently,

Temple Chambers, S. C. HORRY.

Chancery-lane, July 1, 1844.

SELECTIONS FROM CORRESPONDENCE.

A LANCASHIRE ATTORNEY has transmitted to us the following remarks on the subject of *Law Associations*:—

I have for many years been of opinion that the "Incorporated Law Society," notwithstanding that many country practitioners are members of its body, pursues a course which, if not directly opposed, is at all events injurious to the interests of the country attorneys. The society holds itself up to Parliament, the judges, and the law officers of the Crown, as the representative of the Profession of the kingdom at large, and gains credence for this character; the result of which is, that in all law reforms and alterations the "Incorporated Law Society" is consulted, and, if its approbation is obtained, the Legislature, the judges, and the public at large are led to suppose the reform or alteration proposed is practical, beneficial, and satisfactory.

I remember when the "Incorporated Law Society" was first established; I remember the promises it held out of giving a new *status* to the Profession of an Attorney—of purging its practice from blemishes—of suppressing dishonourable dealing—of watching over its interests with parental and fostering care: in short, of restoring to its former high standard a Profession calumniated, despised, and trodden upon, because a *few* dishonourable, pettifogging practitioners, whose misdeeds were continually held up to the public as specimens of the dealing of the whole body, had defiled its fair fame. At this time I was but a young articled clerk, but I well remember, in the fervour of my zeal for my Profession, with what delight I hailed the institution—with what pleasure I contemplated the time when I should be permitted to enrol myself among its members—when I might be permitted to add my humble exertions and contributions towards the support of so noble and worthy a plan of regeneration. I remember, also, being surprised, perhaps a little piqued, at the sound sense and practical experience of my master, whose age and insight into the dealings of the world had taken away somewhat of the freshness and confidence which youth regards them, and had taught him to look deeper than the mere surface. Notwithstanding that he, an honourable and respected member of his Profession, was frequently solicited by one of the leading men in the formation of the society to become a member, he firmly refused to join it. "Depend upon it," said he, "the scheme will answer *well* for the *London*, but will be destruction to the *country* attorneys. They (the country attorneys) may join the society, but all its movements will be directed by London attorneys; and, rely upon it, they will take care of themselves, even to the injury of the country practitioners." How truly prophetic was his view! Before I was eligible to become a member I had seen enough to discover the soundness of the opinion of my good old master; and subsequent experience has convinced me, by palpable proof, that "self" forms a most important ingredient in all the operations of the "Incorporated Law Society," and, consequently, I refused repeated solicitations from high quarters to become a member. I cordially join in the regret of the Yorkshire Law Society (which appears in their Resolutions advertised in your columns of the 4th inst.) "to observe the Profession in London continually endeavouring to turn all reforms of the law to their own immediate advantage, in a manner most unjust to the public resident in the provinces."

"When *self* the wavering balance shakes,
It's rarely *right* adjusted."

But what are the country attorneys to do to counteract this influence, so unfairly exercised? For a reply to this question I have great pleasure in referring to the advertising columns of your excellent journal. The Yorkshire Law Society has propounded a scheme which will, if properly carried out, present an admirable antidote to the baneful influence I have alluded to.

It seems to me that the plan there suggested will result in restoring that proper representative of the interests of the country attorneys of which they have been, since the establishment of the Incorporated Law Society, deprived. I trust I am not too sanguine in thinking that the machinery is for the most part ready, and only needs putting in motion to carry the project into full operation. In almost all the principal towns of the kingdom local law societies exist. I would suggest that all these, within each county (without at all interfering with their local establishments) unite in one general county association, which should hold its general meetings twice a year in the assize-town of the county *during the assizes*. This plan would insure a regular attendance of a great number of its members from all parts of the county, who would necessarily be attendant on the assizes. The county associations would easily combine themselves into one grand national law association; the head-quarters of which should be either at Birmingham (as being near the centre of the kingdom), Manchester, or Liverpool, with all of which places the communication by railway presents ready access from all parts of the kingdom; and with which association the county and town associations might be in constant communication. The details of this plan would be easily arranged; and I feel confident that it would work well for the interests of the country attorneys; it would establish a means at present wanting, and which the Incorporated Law Society has *never attempted to supply*, of mutual communication, co-operation, and support among the country practitioners throughout the kingdom. I trust this letter may attract the attention, and be worthy the consideration of some of your correspondents more able than I am to frame and organize such a plan, and will not be unworthy of your powerful and generous advocacy.

Thus far my remarks have been confined to the interests of the Profession, but I am also persuaded that such an association would be pregnant with consequences beneficial to the public at large. I believe there is not one class of the community of this kingdom, "from the king upon his throne to the captive in the dungeon," who has not occasion, at some period of his life, to confide the management or arrangement of his dearest interests to some member of my Profession; we have affairs of *mighty* importance committed to our management and care, the issue of which depends altogether upon our honour, integrity, and skill; the arrangement of family matters of the greatest delicacy. We have conflicting interests to reconcile, invasion of the rights of property to repel; to protect the poor and weak against the rich and powerful; to wrest the wrongfully acquired possession from the grasp of the oppressor; in all these, and in numberless other instances, we have to receive and maintain the most *unbounded confidence* of our clients. The experience of every professional man, and of every client, will testify that we are the

depositaries of secrets, the revelation of which, while it would be of the utmost importance and value to some, would be destruction to those who have intrusted them to our keeping. Consider the number of all grades in our Profession, and let me ask, with pardonable exultation and pride, when is this confidence abused? when are these secrets betrayed? I speak not in disparagement of the Bar when I say that the responsibility and the confidence we are called upon to sustain are tenfold greater than any which is imposed upon them; let it not be forgotten that it is *through us* that the client's case is made known to the members of the Bar.

Are not then the public, the community at large, greatly interested in maintaining a tide of high moral and professional integrity—in supporting and exalting, rather than degrading and depressing, a body of men on whom, and upon whose characters, they are so much dependent, and who are more calumniated and maligned (with less reason) than any other profession I am aware of? There cannot be a doubt in the mind of any considerate or thinking man upon the subject. A greater misfortune, I may say a greater curse, cannot befall any country than the reduction of those who practise the profession of an attorney to a state of degradation and decay.

I entertain no doubt that the association I have suggested would have a most beneficial tendency upon the character and practice of the Profession at large, and as such I think the public are as much interested in its formation and success as the Profession themselves.

We have received the following useful information from an experienced correspondent, who vouches for the fact. We publish the communication for the purpose of keeping the attention of the Law Societies fixed upon the subject, and to aid them in their researches.

It appears that the system of sending letters by non-professionals, requiring payment of debts, and threatening proceedings in case of default, is becoming very general throughout the country, and, inclosed herewith, I send you one that has been used and was brought to me a few days since by the poor man to whom it is addressed, residing in this neighbourhood.

I find that many sheriffs' officers, petty-constables, and certain officious Caleb Quotems in this county, and also in Suffolk, are the parties who generally hunt after this description of business, holding out to creditors the certain prospect of being able to collect debts for them, professing to undertake it upon the principle of "No cure no pay," and charging 2s. 6d. in the pound *only* upon the amount received.

There are some, however, of the first-named class, who are more wily than others, and whom I have known to obtain from the unsuspecting tradesman, what have been called "*instructions*," to which the latter has subscribed his name, but which have afterwards turned out to be an authority or retainer to take legal proceedings; this has been subsequently addressed and handed over to some not very scrupulous attorney, to whom the said sheriff's officer acts as jackal, and the consequence has been, that the unfortunate creditor, at a subsequent period, learns to his dismay, that proceedings which he never contemplated taking have been going on against a debtor that he would not have expended one shilling about; that such debtor is sent to gaol, which is a necessary part of the proceeding, that the officer may have his share; and by way of a finish, the creditor is presented with a bill of costs from the "*respectable*" attorney, whom he had never seen, for those proceedings, and an intimation is also generally given that payment must be prompt. Inquiry is then made, and it is found that the "*instructions*" turn out to be "*an authority to take all necessary legal proceedings*," and the creditor has no other means of getting out of the difficulty than by paying.

I have known many cases of this description, and will communicate with you further on this subject at another time, and I trust the publicity you are weekly giving it in your columns will serve as a caution to tradesmen to employ none but respectable professional men, until other means are found to put a stop to so disreputable and dishonest a mode of proceeding.

Suggestions are always acceptable. The following, from a valued correspondent, will be probably adopted, should occasion call for it.

We are greatly indebted to you for your watchfulness over our interests, so flagrantly assailed by the clause in the Poor-Law Amendment Bill, permitting clerks to boards of guardians to practise as attorneys at Petty and Special Sessions. Feeling the injustice of such an attack on a body of men who are taxed so heavily for the privileges allowed them, whose profits are yearly diminishing by being distributed among a greater number of competitors, and who have to struggle on for years before they attain any thing like a permanent standing, while during this probationary period the payment of their annual certificate-duty is a heavy pressure on numbers whose only fortune is their education, I would gladly respond to your call to every member of the profession to bestir himself, with a view to procuring the expunging of the obnoxious clause. But, in a district where no Law Society has been established, an individual's voice is powerless, and his complaint, after being, perhaps, poured into the ear of a brother of the profession, dies away in utter hopelessness. Now, is there no remedy for such a state of things? Law Societies cannot flourish, I think, except in the large towns. But cannot the LAW TIMES supply the want? In the present case, suppose that a form of a petition to Parliament were prepared by you and inserted in your columns, with a request that as many of your readers as acquiesced in its prayer would send you an authority to subscribe their names. I have no doubt that such a respectable array of signatures might in this way be obtained, as would command attention and find ready support in both the Houses. The expense might be defrayed by each person sending a penny postage stamp in his letter of authority.

We readily give insertion to the following letter. Its inquiries are within the legitimate purpose of the LAW TIMES. The subject is the "Recovery of Small Tenements."

Notwithstanding you have wisely declined answering *legal questions*, yet your readers, I think, have been permitted to draw the attention of those *learned in the law*, to the construction to be put upon recent statutes and rules of court, and acting on that impression, I have made bold to draw attention to the 1 & 2 Vict. c. 74, which is intituled "An Act to facilitate the recovery of Possession of Tenements, after due determination of the Tenancy." And, if any of your learned contributors would make this statute the subject of a few practical notes or observations, the Profession generally, and the *magistrates* in particular, will, I feel confident, consider themselves much indebted to you.

I have been induced to address you on this subject for the cogent reason, that the magistrates in *different counties* have taken *different* views of this statute; one class contending that they have jurisdiction in *every case* where the rent is under 20*l.* while another class conceive that they have no jurisdiction where the *title* to the premises *becomes a matter in dispute.* On perusing the statute alluded to, the words "landlord and tenant" are to be found in almost every clause, while the words in the 3 & 4 Wm. 4, c. 27, are totally different; so that if it had been intended that the magistrates should have jurisdiction in every case where an action of ejectment was maintainable, the words in both statutes would, it is presumed, have been the same. Let me, however, take the following case, and ask, whether it comes within the jurisdiction of the magistrates:—

A, the landlord of a house worth *less* than 20*l.* a year, dies, having executed a will, the validity of which is disputed, and the tenant has had his tenancy determined by notice from the heir and the devisee. The objections being, 1st. That the testator was imbecile when the will was executed; 2nd, That if capable to make a will, the words used by the testator were not sufficient to pass the premises to the devisee.

Independent of these two questions, others arise, viz. there is an outstanding term, and the claimant has thought proper to join the widow in the notice, conceiving that she was a proper party from being entitled to dower.

The questions to which I should like to draw the attention of your legal contributors, are,

1st. Have the magistrates jurisdiction where the title is in dispute?

2nd. If so, ought they to require the claimant to adduce the same evidence as he would be required to give in an action of ejectment?

3rd. Must the claimant have the legal estate?

4th. Can he recover where there is an outstanding term?

5th. Does the joinder of the widow (who, it is conceived, can have no interest before assignment of dower), invalidate the *joint* claim made pursuant to the Act?

6th. Where the claimant is only one of three tenants in common, would a claim for the entire premises be invalid?

7th. Must the person *against* whom the summons is issued open the case, and shew "reasonable cause why possession *should not be given*" (sec. 1), or who ought to open the case?

A subscriber of age and experience in the Profession has transmitted to us the following commentary upon the recent decision relating to stamps on transfers of mortgages:—

The surprise and alarm expressed by your correspondent, Mr. Austin, at the decision of the Court of Queen's Bench, in the case of *Brown* v. *Pegg*, as reported in your paper of the 22nd ult. must be felt, I conceive, very generally by the Profession. For my own part, I thought there was no question more clearly settled than that the transfer of a mortgage, with an additional advance of money to the mortgagor, bearing the *ad valorem* stamp on the additional advance only, without the deed-stamp of 35s. was valid in law; and that, notwithstanding the deed should contain a new covenant for payment of the gross mortgage sum, and notwithstanding a further estate in the same land should be granted to the transferee. I have acted on this principle for years past, and had felt justified in so doing; and that, not only on the general and reasonable ground of construction to be put on the Stamp Act of 55 Geo. 3, c. 184, modified as it was by the Act of 3 Geo. 4, c. 117, as set forth in your correspondent's letter, but furthermore for the following amongst other reasons:—1st, Because Mr. Coventry, in his *Treatise on the Stamp Laws*, pp. 129 to 135, and 469, after discussing the question at large, was decidedly of that opinion; and, 2ndly, Because I find the following decisions directly in point; the first is by the King's Bench, in 1835, in the case of *Doe dem. Bartley* v. *Gray*, as reported in 4 Neville & Manning, 719, the marginal note whereof is as follows:—"The transfer duty on mortgages is imposed only where no further sum is advanced. Where an additional sum is advanced, it is sufficient to pay the *ad valorem* duty on the sum advanced. So, where the original mortgage was for a term, and the second deed is a mortgage in fee, and the term is assigned to secure the mortgage-money;" and the second is in the Common Pleas, in 1838, in *Doe dem. Barnes* v. *Rowe* (4 Bing. N. C. 737), and the note is as follows:—"Upon a transfer of a mortgage upon payment of the sum originally advanced, and a further sum by way of further charge, an *ad valorem* stamp upon the further sum is sufficient, without any deed-stamp." Now, it appears to me that the late decision in *Brown* v. *Pegg* by the Court of Queen's Bench is completely in the teeth of their own decision in *Doe dem. Bartley* v. *Gray*, for the important incident in each case was exactly alike, viz. that the original mortgage was for a term, and the second deed was a mortgage in fee, and the term assigned to attend the inheritance; for, as to the argument of Mr. Peacock in *Brown* v. *Pegg*, that the deed required a 35s. stamp in respect of the new covenant, I should think that could have no weight, because it is to be presumed that every deed of transfer, where a further sum is advanced, and the mortgagor, consequently, is a party, must have a new covenant for payment directly from him to the transferee; for no new mortgagee would be content with the covenant in the original deed, imperfect as it would be with regard to the amount of debt, and, furthermore, requiring a cumbrous power of attorney from the original mortgagee to the transferee to enable him to act upon it at all. What is to be done with the hundreds of deeds which are invalidated by the new decision? Must they all be restamped on payment of the deed duty and the penalty; and, if so, who are to be the sufferers? I am aware of the decision in *Lant* v. *Pease* (3 N. & P. 329), and I should be glad to know how either that, or the case of *Brown* v. *Pegg* is reconcilable with the case of *Doe dem. Bartley* v. *Gray*, or whether the last-named case must be considered as overruled. In short, I should like to know distinctly what constitutes a *new security* on which the additional duty of 35s. is chargeable, and what does not.

To Readers and Correspondents.

A LAW STUDENT.—*We cannot insert statements of this sort, unless they appear under the sanction of avowed reporters. But we agree with our correspondent, that such ignorance is very reprehensible.*

We have received so many communications on the subject of the decision in Brown v. Pegg, *that we are obliged to exclude all but one or two of them.*

We have not space for the commentaries of "A CLERK," "P." *&c. on the subject of giving articles to writers.*

T. L. T. (Wellingborough.)—*Thanks. But the majority of opinions are decidedly opposed to his.*

A STUDENT.—*An answer to his query would be the subject of a treatise.*

T. P. B. (Birmingham.)—*Arrangements are in progress which will, we hope, make the topic he delights in a valuable feature of the* LAW TIMES.

S. and R. (Sandbach.)—*Due use will be made of the letter, for which we thank them.*

ERRATA.

In last list of Subscribers to Verulam Society, for "Witley," *read* "Wittey."

In the Judgment, Davies v. Lowndes, *last week, for* "discharged *with* costs," *read* "discharged *without* costs."

TO SUBSCRIBERS.

A PORTFOLIO, *on a novel and convenient plan, for preserving the current numbers of the* LAW TIMES *for ready reference, may be had at the Office, or by order of any Bookseller in the country, price 5s. 6d.*

An Alphabetical Index to the Cases in the current Volume of the LAW TIMES *always lies at the Office for the purpose of Reference.*

NOTICE.

The Third Part of the Verulam Reports will consist of Real Property Cases, Part I. It will be published on Saturday next.

Part IV. of the Appendix to the Law Times, containing the completion of the Criminal Law Consolidation Bill, and other valuable documents for reading and reference, will be ready in a few days.

THE LAW TIMES.

SATURDAY, JULY 13, 1844.

PRIVILEGE OF COUNSEL.

An incident in the famous, or rather *infamous*, Running Rein case, has raised a newspaper discussion upon the limits of the license of speech permitted to counsel. As an event in the legal history of the time, we may not pass it without comment.

The facts appear to be as follows.

Mr. Cockburn, doubtless acting upon the instructions in his brief, had, in his opening speech, brought many very serious charges against Lord George Bentinck, plainly accusing him of acts which, if established, would have entirely ruined his character. No attempt was made to prove any one of these assertions, nor was an opportunity given to the accused to clear himself.

Hereupon the noble lord addressed the following letter to the learned counsel:—

"Harcourt House, July 1, 1844,
"Monday Night.

"Sir,—I am too fully cognizant of your duty as well as privilege as a counsel, and much too highly appreciate the value and usefulness of such a privilege, for a moment to question the propriety of the remarks which you felt it right, I doubt not, in obedience to your instructions, to pass upon my conduct this morning.

"I am quite aware that an honest counsel is professionally bound to assume as true all that is stated in his brief, and would betray his trust if he were to spare the feelings of any one against whose integrity and uprightness he either had, or might be misled by his instructions to believe he had, any facts, proofs, or evidence to adduce.

"Conceiving the latter to be your position this morning, I admired the manliness and honesty with which you made your attack, though I myself was the victim of it, perfectly content on my own account patiently to abide my time, when I confidently anticipated you would put me into the witness-box, and thereby at once prove your words to be true, or convince yourself and all the world besides, that grave charges were never made with less foundation against mortal man, than those you hurled at me.

"As in duty bound, I was in court under your client's subpœna, and had brought with me all the documents in my power to bring, in faithful and honest obedience to the wide scope of your *duce tecum* subpœna: bound by my oath, I should have had no choice but to answer freely every question you had thought proper to put to me; but more than that, I pledge you my word as a man of honour and as a gentleman, that if you had put me in the witness-box, or will still do so, where your instructions or your own acuteness had fallen, or may fall, short in directing your examination, I would have freely and frankly supplied, and will still as freely and frankly supply, the want, and will fully disclose every act of mine connected with this transaction.

"Having said thus much, I appeal to you, not in the way of threat (for I have none to make, and have none in thought or reservation), but I as a suppliant, appeal to you as a man of honour, honesty, and truth, to afford me that redress to which I have pointed, without which your opening speech cannot be justified. I appeal to you either to make good your charges, or in open court as publicly and as loudly as they were made, to acknowledge and to proclaim that they have no foundation save in your false instructions.

"Lastly, I appeal to you, for the sake of the English Bar, which scarcely prides itself more for its unrivalled ability and talent, than for its exalted sense of honour and integrity, not in your person, who ought to be one of its brightest ornaments, to dim its lustre by degrading it into the base instrument of the wanton, wilful, wicked, and revengeful calumnies of detected and defeated fraud.

"I have the honour to be, Sir,
"Your obedient humble servant,
"G. Bentinck.

"To A. E. Cockburn, esq. Queen's Counsel."

The tone and manner of this epistle are unexceptionable, and the case having been abruptly concluded, the *amende* was thus made and was thus received:—

"Mr. Cockburn.—And now, my lord, perhaps I may be allowed to allude to another circumstance. It may be in your lordship's recollection, that in my address to the jury, I had occasion to allude to Lord George Bentinck, and to speak of his connection with this case in very strong terms. My lord, I last night received a communication from his lordship, couched, I must say, in the most courteous terms, and by no means complaining of any improper exercise of my professional privileges yesterday, but of my having abstained from putting him into the box, after I had perused my instructions, and spoken of his conduct as I did, so that he had been deprived of the opportunity of refuting the charges I had brought against him, while I had abstained from attempting to prove them. My lord, I do not blame his lordship for this course, but I may perhaps be allowed to say, that my instructions on the subject were of the fullest, amplest, and most precise character. I was instructed that Lord George Bentinck had interfered and unduly exerted himself in getting up this case; that he had taken some of the witnesses to his own residence, Harcourt-house, where he had tampered with them. I was instructed that in one case he had expressly given money to a witness, and in another that he had offered indirectly pecuniary assistance to another. All this, I was instructed, would be borne out by evidence; but though Lord George Bentinck does not know it, it is well known both to your lordship and to the learned counsel for the defence, that I could not arrive at proof of these facts if they were truly stated to me by putting his lordship into the box, or by asking any questions of my own witnesses relative to his supposed interference, as he was not a party to the cause. I fully expected to be able to do so, as I stated, on the cross-examination of those persons to whom I alluded; and I thought it my duty towards my learned friends and to his lordship openly and boldly to give expression to my instructions in my opening speech, so that it should not be said that I had waited for my reply, when no answer could be given, to make an attack upon that nobleman's character. That was my reason for the course I then pursued, and I trust that I shall receive credit for having confined myself strictly to the discharge of my professional duty. I have thought it right to enter into this explanation, in order that, as the case has abruptly terminated, his lordship may take such a course as he may be advised to set himself right, either by denying the truth of the charges, or explaining them in any other way, by himself or by his friends.

"Mr. Baron Alderson.—I am sure that no one can say that you were not justified in making observations upon the conduct of Lord George Bentinck in this matter, supposing, of course, that you spoke from your instructions, which I take for granted. It has been from time immemorial the privilege of the British Bar, and God grant that it may continue to be so for ever, boldly and fearlessly to speak out according to their instructions, and to attack the conduct of any one, however high in rank or station the persons may be upon whom they had to make these observations. This had been the practice and privilege of the bar from time immemorial, and God forbid that it should be otherwise now.

"Mr. Cockburn said that it was only due to his lordship to say, that he did not complain, but, on the contrary, expressed his high sense of the value of the privileges of the English Bar.

"Baron Alderson.—I am quite sure nothing has been said by you that could give ground for a charge of impropriety in the conduct of your case.

"Mr. Wortley (second counsel for Colonel Peel, the Solicitor-General having left the Court).—There is no complaint of the kind made by us, my lord.

"Baron Alderson.—Oh, no, no ground for it. Lord George Bentinck was most anxious to work out the truth. Nothing more can be said.

"Mr. Wortley.—No person feels more than Lord George Bentinck the value of the liberty of the English Bar. I may add, however, that the fullest refutation would have been given to the instructions of my learned friend Mr. Cockburn, and to every insinuation that has gone forth to the prejudice of my noble friend, but for the abrupt termination of this trial. But for this circumstance, every charge, or supposed charge even, against Lord George Bentinck would have been fully and clearly contradicted."

The satisfaction expressed by the learned judge has not been shared by the public, who question the righteousness of a privilege which permits an innocent person to be grievously slandered, without so much as the consolation of contradicting the accusation as publicly as it was made. And certainly reason and good feeling revolt against the practice.

With great respect and deference, we venture to dissent from the view taken of this affair by the learned Baron, as well as by the counsel on both sides. The question at issue is, whether, and to what extent, counsel is justified in acting upon the instructions of his brief, in preferring accusations against other persons; and not merely against those who are parties to the record, but against any whom it may please the attorney or the client to charge with having an interest in the suit.

We admit to the fullest extent the necessity of maintaining the privilege of freedom of speech to an Advocate; it is essential to the liberty of the subject; it is, and has ever proved, the strongest barrier against oppressors, however powerful; and it would be a sad day for England that should witness the abolition or even the restriction of this privilege.

But that it may be preserved inviolate, secure in the judgment of good men, and supported by public opinion, it should be exercised with extreme caution. We cannot think that it is the duty of Counsel to say any thing that is set down in his brief; more especially when his instructions charge individuals with specific offences—when he is directed to say any thing which, but for his privilege, he could not say without rendering himself liable to the law of slander—is the utmost care demanded of him to see that he does not make himself the medium for assailing, under the shelter of his privilege, those whom his client dares not openly to attack. In such case it is the bounden duty of Counsel to consider every circumstance connected with the case, to assure himself that those instructions are *boná fide*. It is not enough that he finds them in his brief; he should look to the evidence by which they are sought to be proved, to the character of the witnesses, to the nature of the case, to the repute of his client. If any one of these particulars induces him to doubt the strict truth of the accusations he is told to prefer, he should abstain in his address from making them altogether, or he should state them as doubtful circumstances for the consideration of the jury.

Applying this rule to the incident above recorded, we cannot avoid the conclusion that Lord George Bentinck was unfairly treated, and that the admitted privilege of the Bar was not properly exercised. Mr. Cockburn knew, or ought to have known, the character of his case, and of his client, and to have abstained from making such accusations upon such authority. And when, having made them, he found himself unable to prove them, he should not have permitted the case to close without giving to the noble lord, whom he had so seriously assailed in that cause, an opportunity of going into the witness-box, and purging himself from charges which, if unproved, were unanswered, and may, therefore, prejudice minds not accustomed to distinguish between assertion and proof.

PROFESSIONAL MALPRACTICES.

It was with extreme disgust that we read in the *Essex Herald* of the 9th instant the *two* reports following, relating, we presume, to the same personage.

During the brief period of our labours we have exposed to reprobation many unprofessional and discreditable practices, but never one so bad as that of which Mr. Thompson appears to have been guilty, namely, drawing the briefs and instructing counsel on both sides,

and attempting to evade the responsibility by the pitiful contrivance of putting his agent's name (Wrentmore) to one of the briefs.

The second case is *something more than unprofessional*. Every reader's conscience will instantly tell him *what*.

"ESSEX QUARTER SESSION,

"Held at Chelmsford on Wednesday, the 20th ult.

"Eliza Sexton, 19, single woman, was convicted of stealing three penny pieces and two halfpennies, the property of George Fall Betts, at Great Oakley.—Mr. *Marsh* was counsel for the prosecution and Mr. *Gray* for the defence.—*Three months hard labour*.

"At the conclusion of the case, the noble and learned chairman inquired of the counsel of whom they received their instructions. Mr. *Marsh* replied that Mr. Thompson had instructed him. Mr. *Gray* made a similar reply, adding that the name of *Wrentmore* was on the brief.

"The CHAIRMAN said it then appeared *that Mr. Thompson had instructed counsel on both sides*. He (Lord R.) had consulted his colleague, Mr. Leake, on the subject, who concurred with him that a very irregular course had been pursued, and the Court felt bound not to allow the expenses of the brief in the case. *The noble chairman then intimated that should a similar practice again come under the notice of the Court, they should think it right to send up the name of the party to another authority*."

"ESSEX INSOLVENT DEBTORS' COURT.

"*Saturday, July 6*.

"On Saturday last, a Court for the relief of Insolvent Debtors in Essex, was held at the Shire-Hall, Chelmsford, before Mr. Commissioner Reynolds. The number of insolvents for hearing was greater than on any former occasion, there being twenty names upon the list.

"Samuel Thorn, of Witham, saddler, had received notice of opposition, but no parties now appeared for that purpose.

"In examination by the Court, the insolvent said his son was a master saddler and harness-maker; he owed him 100*l*. which he (insolvent) had borrowed of him; his son received it with his wife; he owed 65*l*. of that money now; his son sued him for the other, and sold off his property at Witham; he pressed him very hard for the money before that; his son employed Mr. Thompson (his present attorney) to sue him for the debt: the sheriff sold the things to his son, and they were now in the same house his family lived in.

"Elkanah Thorn.—'I advanced the 100*l*. to my father in two sums, one, I think, of 50*l*. and he gave me a written security afterwards—that security is at home. I have received 33*l*. back from the sheriff, the value of the stock and goods, for which my father gave me judgment; I knew if I did not take them others would, and I should lose my money.' In answer to the Commissioner, witness declared on his most solemn oath, that he advanced the money to his father, and said he let the property he took from the sheriff remain in the house, because he did not like to turn his mother out.

"The Commissioner strongly commented on the circumstance of *Mr. Thompson being the solicitor for the son in seizing the father's property, and now appearing as attorney for the father*. There was not a single line all through the schedule from which the Court or the creditors could have an inkling of this affair, or know that the property was taken by the son. All through this was concealed, carefully and cautiously concealed; and then this son, who was put forward to protect the property, was at last foisted upon the Court as one of the bail for the father. He directed that the whole circumstances of this matter should be entered in the schedule, and then said he had great difficulty in this case—the son appeared to speak truth, but the circumstances gave rise to suspicion, and he always distrusted these cases. After commenting upon the circumstances, he ordered the insolvent to be discharged."

We hope that the "other authority," whose interference was so properly threatened by the Chairman, will be duly informed of these affairs by the Essex Law Society. It is the bounden duty of the Profession not to permit two such cases as these to pass unpunished. There is no pretence for leniency; for they are malpractices so manifest, that no man could plead ignorance—and if done with knowledge of the wrong, no punishment could be too severe.

VERULAM SOCIETY.

The proposal submitted last week for the publication by the Society of a work which shall comprise all the information relating to the practice of the Law required in the usual business of an attorney's office, has received very general approval; and the more the scheme is considered, the more useful does it appear. In the hope that, once put into practicable shape, it will find the support necessary for its successful accomplishment, a formal prospectus of the design is being matured, and estimates of the cost are being made, with as near an approach to accuracy as such a calculation may permit, so that the members may have some notion of the price before they subscribe for it, and that, on the other hand, it may be ascertained how many subscribers will be necessary to justify the undertaking.

As there *is* wisdom in a multitude of counsellors, and it is desirable that such a work should be as complete as ingenuity and industry can make it, we request from every quarter the suggestions of practitioners as to the information it should contain. They who have learned by experience the sort of book, and the manner of arranging it, most needed in practice, will serve the Society by transmitting their suggestions, which will be duly considered, and cannot but help the perfecting of the plan.

But as it is an undertaking that will need the appliance of many heads and hands in the execution, and much thought in the planning, it will not be hastily entered upon. We propose that they who feel an interest in it, and have any thing to suggest for it, should communicate their views at once. As soon as the Prospectus is matured it shall be published here, and thrown open to the consideration and criticism of the Profession. Experienced men will be invited to propose additions or alterations. When these have been duly weighed, the plan finally adopted, and a sufficient number of subscribers enrolled to insure repayment of the cost, the work will be commenced, and completed as rapidly as is consistent with the care and research it will demand from the learned persons to whom its various departments will be intrusted.

Owing to a mistake, the particulars of which it is unnecessary to explain, the Third Part of the *Practical Reports* was wrongly announced for publication on Wednesday last. We are unable to name the precise day of its appearance for it depends on the supply of material but we hope it will be in the course of the coming week. The *Real Property Cases* being the most forward, it will probably consist of the first Part of that novel, and, we hope, useful series of Reports.

The following new members have been added to the Society since our last publication:—

Peed, A. Cambridge.
Henning and Andrews, Weymouth.
Garsford, Wm. Berkeley.
Robinson, H. T. Edgeley.
Loveday, J. Warwick.
Sams, W. H. Clare.
Smith and Argles, Messrs. Biggleswade.
Moss, E. Dudley.
Ilbery, E. Midhurst.

JOURNAL OF PROPERTY.

THE following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

In the English market the transactions to-day have been to a fair extent, and at full rates. The Government broker has purchased again, but took Consols this morning, the amount being 20,000*l*. at 99⅛. The general quotations have been 99 to 99⅛. Exchequer Bills have been steady at the premiums of 76s. to 78s. and India Bonds at 94s. to 96s. Bank Stock has been firm at 199 to 192½. The Reduced Three-and-a-Half per Cents. are 102⅝ to ⅞, and the Three per Cents. 99⅞ to 100.

Spanish Bonds are flat again, the Five per Cents. being 22½ to ¾, and the Three per Cents. 32¾ to 33. Portuguese Converted Stock is worth 45½ to 45⅞, being rather better, though with very little doing. Mexican are steady at 35⅞ to 36 for the Five per Cents. and at 15⅞ for the Deferred. Dutch Two-and-a-Half per Cents. are worth 61⅜ to 61½, and the Five per Cents. 100⅞ to 101⅛.

The Railway Shares are quiet again, and prices exhibit some want of buoyancy.

We are informed that the Duke of Sutherland has bought the beautiful property of Glenarback, which lies upon the north bank of the Clyde, immediately opposite his son-in-law's (Lord Blantyre) splendid mansion, at the cost of 14,000*l*.

Public Sales.

By Messrs. SHUTTLEWORTH and SONS, at the Mart.

A bill of exchange for 12,332*l*. 14s. 0d. with interest, drawn upon and accepted by the Hon. William Pole Tylney Long, secured by a judgment in the Queen's Bench and a policy for 5,000*l*. effected with the United Kingdom Life Assurance Company; life 57, annual premium 275*l*. and a ditto on the same life for 3,750*l*. effected with the North British Insurance Company, annual premium 206*l*. 5s.—3,500*l*.

A policy for 2,000*l*. amounting, with accumulations, to 3,520*l*. effected with the Rock Life Assurance Society, December 20, 1811, life 69, annual premium 61*l*. 6s. 8d.—2,200*l*.

A freehold ground rent of 11*l*. 10s. secured upon property at Bethnal-green—245*l*.

A profit rent of 41*l*. 18s. secured upon No. 63, Newman-street—400*l*.

The commuted rent charge of 130*l*. per annum, in lieu of tithes upon the parish of Tilmanstone, Kent—1,880*l*.

The contingent reversion to one-eighth of one-third part, and one-eleventh of one other third part of a fee farm rent of 575*l*. 3s. 4d. issuing out of the manors of Holderness and Cowsham, Yorkshire, life 45 against 61, and 61 against 71—980*l*.

A policy or four shares for 800*l*. effected with the Amicable Assurance Society October 19, 1820, life 68, annual premium 29*l*. 4s. bonus in 1843 29*l*. 4s. per share—310*l*.

The absolute reversion to the improved rents, amounting to 400*l*. per annum, secured upon twenty-eight houses in Lloyd's-row and Thomas-street, Clerkenwell, to be received by the purchaser for 36 years from 1872—860*l*.

The contingent reversionary life interest in a moiety of the dividends of 6,922*l*. 11s. 8d. Three-and-a-half per Cents. and 1,064*l*. 13s. 5d. Three per Cents.; life 43, to survive three lives of 31, 54, and 65. The ditto in the dividends upon 1,036*l*. 5s. 4d. Three-and-a-half per Cents.; and 51*l*. 8s. 3d. Three per Cents.; and 25 100*l*. shares in the Alliance Assurance Company; life 13, to survive 31—105*l*.

The ditto in the dividends upon 7,765*l*. 6s. 8d. Three-and-a-Half per Cents. life 11, to survive 34, and the interest in three-fourths of the capital sum, dependent upon certain contingencies—155*l*.

A contingent reversionary interest in 1-third of 2,537*l*. 7s. 2d. Three per Cents. life 43 against 40—55*l*.

A ditto in a similar share, life 11 against 40—55*l*.

A reversionary interest in certain shares of 850*l*. sterling, dependent upon various contingencies—10*l*.

A ditto in certain shares of 450*l*. sterling, dependent upon various contingencies—5*l*.

A policy for 2,000*l*. effected with the Equitable Assurance Society March 30, 1837, life 41, annual premium, 58*l*. 8s. 6d.—225*l*.

A ditto effected in the London Life Association for 1,500*l*. dated April 14, 1837, life 41, reducible annual premium 48*l*. 7s. 6d.—250*l*.

Twenty 100*l*. shares in the Australasian, Colonial, and General Life Assurance Company—50*l*.

A policy of 1,000*l*. amounting, with bonuses, to 1,817*l*. 11s. 8d. effected with the Palladium Life Assurance Society, Nov. 26, 1824, life 65, ann. prem. 155*l*. 16s. 8d.—3,560*l*.

A ditto for 1,200*l*. effected in the Pelican Life Assurance Office, Feb. 2nd, 1813, life 54, ann. prem. 17*l*. 6s.—375*l*.

A life interest in 99*l*. 14s. 5d. per annum of a lady aged 45, and certain contingent interest in the principal sum of 3,324*l*. 2s.—1,280*l*.

The extensive leasehold premises, valuable plant and machinery, formerly occupied by Messrs. Lundyfoot and Co. tobacco and snuff manufacturers, situated in Vine-street, and New Square, Minories—2,700*l*.

A freehold residence, situated No. 4, Greville-street, Hatton-garden—630*l*.

A leasehold family residence, held for 14 years, at a ground-rent of 10*l*. per annum, and 3½ acres of freehold meadow land, let at 90*l*. per annum, situate in the Hornsey-road—1,000*l*.

Improved leasehold ground-rents, amounting to 18*l*. per annum, secured upon four residences in the Hornsey-road, held for 14 years—900*l*.

By Messrs. FULLER and MARSH.

The reversion to one-fourth part of a freehold farm, situate at Great Edstone, North Riding of Yorkshire. The estate contains 220 acres; on the death of a lady who is now in the 71st year of her age—1,110*l*.

The reversion to another fourth part of the freehold farm and premises, provided her son, the bankrupt, aged 41, survives her—1,410*l*.

The reversion to two fourth parts of a freehold residence, situate in Bogdale, in the township of Rusworp—240*l*.

The absolute reversion to three-fifth parts of 200*l*. secured upon mortgage of a freehold farm situate at Hawsker, in the parish of Whitby; also a ditto to 100*l*. secured upon the Wesleyan chapel at Whitby; also the absolute reversion to three fifth parts of the dividends that will arise on a proof for 2,113*l*. 2s. 6d. under the private estate of Mr. Robert Campion, and on two proofs for 1,056*l*. 11s. 3d. each on the private estates of Mr. J. and W. Campion, on the death of Mrs. Campion, the above-named lady, now in her 71st year—300*l*.

The absolute reversion to one-eighth part of 20,787*l*. 10s. Consols on the death of a lady now in the 70th year of her age.—1,700*l*.

A ditto to one-seventh of one-eighth part of 20,787*l*. 10s. Consols on the decease of the same lady—230*l*.

A policy for 1,000l. in the Equitable on a life aged 65, on which no premiums will be payable after 1853; annual premium, 60l. 3s. 6d.—800l.

The contingent reversionary interest to a legacy of 500l.—160l.

The reversionary interest of the vendors, whether vested or contingent, to one moiety of 1,366l. 11s. 10d. Three per Cent. Consols, on the death of a lady, now in the 63rd year of her age; also a policy for 250l. on the joint lives of the vendors, aged 35 and 33—50l.

Five shares of 50l. each, 15l. called and paid in the London and County Bank—61l.

Forty 10l. shares in the Imperial Slate Company; the quarries are situated at Killaloe, in Tipperary—26s. per share.

Ten shares of 20l. each, in the South Metropolitan Cemetery, Norwood, Surrey—22s. per share.

By Messrs. HUMBER and SANDERS, at Garraway's.

The City Arms, free public-house and wine vaults, situate at the corner of High-street and Colliers-street, Deptford, Kent, held for 56½ years, at 50l. per annum—1,170l.

A leasehold estate, comprising 34 dwelling houses, containing two rooms each, forming Mortgramit-square, Woolwich, producing 255l. per annum; held for 61 years from 1807, at ground-rents amounting to 41l. 10s. 8d. per annum—830l.

A house and shop, No. 6, Marmaduke-street, St. George's East, let at 18l. 18s.; also a ground-rent of 2l. 2s. arising from a house adjoining No. 6; held for 47½ years, at 1l. per annum—77l.

A house, No. 3, Commercial-road, St. George's; held for 61 years from Christmas last, at a ground-rent of 3l. per annum—115l.

Two ditto, Nos. 4 and 5—225l.

Two ditto, Nos. 6 and 7—230l.

Two ditto, Nos. 8 and 9—230l.

A similar house adjoining, being No. 10—109 gs.

Two houses adjoining, being Nos. 11 and 12—214 gs.

Two ditto, Nos. 13 and 14—218 gs.

A house, No. 15—110 gs.

A ditto, No. 16—110 gs.

Two ditto, Nos. 17 and 18—214 gs.

Two ditto, Nos. 19 and 20—210 gs.

Two ditto, Nos. 21 and 22—218 gs.

By Messrs. COCKERELL and SON, at the Mart.

A freehold brewery on a moderate scale, built within a few years, situate on the high London road, known as the Hope Brewery, at East Grinstead, Sussex, with dwelling-house, garden, &c.—280l.

Five freehold cottages, with a plot of ground adjoining the preceding lot—540l.

By Mr. MOORE.

Three houses and shops, being Nos. 83, 84, and 150, High-street, Shadwell, held for 32 years from the 30th April last, at 50l. per annum—260l.

A house, No. 55, Tatten-street, Commercial-road, held for 43 years at the ground-rent of 6l. per annum—125l.

Two houses, No. 6 and 7, Tenberry-place, Limehouse, held for 59½ years, at 3l. per annum—135l.

A copyhold house, No. 14, Stedonheath-terrace, Salmon's-lane, Limehouse—290l.

A ditto, No. 15—290l. A ditto, No. 16—280l. A ditto, No. 17—280l.

A cottage residence, situate in John-street, Rhode's Well-road, Limehouse, held for 64½ years, at 3l. per annum—135l.

A house, No. 1, Mary-street, Limehouse; held for 64½ years, at 3l. per annum—95l.

A ditto, No. 2—95l.

Two ditto, Nos. 3 and 4—195l.

Two ditto, Nos. 5 and 6—195l.

Two houses, Nos. 1 and 2, John-street, Homerton; held for 48½ years, at 16l. 16s. per annum—25l.

By Mr. SPEARMAN.

A semi-detached villa residence, being Clarence Villa, Queen's-road, St. John's Wood, let at 52l. 10s.; held for 70 years from Christmas 1843, at a ground-rent of 12l. 12s. per annum—470 gs.

A villa residence of a similar description, and adjoining the preceding lot, let at 53l. 15s. held for the same term—473 gs.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Alford, T. victualler, 1s. 2d. Graham, London.—*Allen*, J. baker, 2s. 6d. Groom, London.—*Andrew*, J. victualler, none made. Turquand, London.—*Aumonier*, D. jeweller, 9d. Lackington, London.—*Austin* and *Co.* bankers, final joint, 3½d. Follett, London.—*Blake*, D. mohair manufacturer, 5d. Johnson, London.—*Blake*, N. linen draper, 4s. Alsager, London.—*Booth*, G. lime burner, first, [illegible]d. Turquand, London.—*Bourjot* and *Co.* merchants, E. de la V. 1s. 6d. Follett, London.—*Bower*, A. banker, second, 1s. 9d. Fraser, Manchester.—*Bridgman* and *Co.* tallow melters, joint, 1½d. Whitmore, London.—*Brown* and *Sons*, balance makers, first, separate, R. Brown, jun. 1s. 6d.; separate, R. Brown, sen. 4s. 8d. Bird, Liverpool.—*Bunker*, J. E. merchant, 10s. Johnson, London.—*Chapman*, H. woollen draper, second, 2s. Turner, Liverpool.—*Colls* and *Co.* bill brokers, joint, 3d. Alsager, London.—*Dows*, J. miller, final, 7½d. Follett, London.—*Evans* and *Co.* navy agents, joint, 1s. Johnson, London.—*Farrell*, W. cattle dealer, first, 1s. 6d. Morgan, Liverpool.—*Fish*, J. linen draper, 8s. 6d. Lackington, London.—*Fowell* and *Co.* wine merchants, F. none; C. 2s. 6d. Pennell, London.—*Goddard* and *Co.* bankers, second joint, 4d.; separate, 20s. of each. Whitmore, Birmingham.—*Goften*, W. pawnbroker, final, none. Pennell, London.—*Hague*, J. engineer, 1s. 6d. Alsager, London.—*Hardy*, J. miller, 9d. Alsager, London.—*Hawkins*, G. mason, first, 3s. Acraman, Bristol.—*Hill* and *Co.* merchants, joint, [illegible]d. Graham, London.—*Hodges*, E. linen draper, [illegible] London.—*Hone*, R. stationer, 3s. 10d. Edwards, London.—*Howarth*, W. wine merchant, 4s. 7d. Lackington, London.—*House*, J. merchant, first, 0½d. Sanway, Manchester.—*Jay*, J. builder, 1s. Whitmore, London.—*Johnson*, H.

grocer, second, 3s. 1½d. Cazenove, Liverpool.—[illegible] tailor, final, 1s. 2d. Green, London.—*Lawler* and *Lock*, importers, final joint, [illegible]. Turquand, London.—*Lashley*, I. victualler, 9d. Turquand, London.—*Marsh* and *Co.* navy agents, sixth, 5½d. Pennell, London.—*M'Donald*, J. tea dealer, first, 1s. 4½d. Morgan, Liverpool.—*Maguire* and *Co.* ship smiths, first sep. T. M. 2s. 6d. Cazenove, Liverpool.—*Marsh*, A. C. navy agent, joint, 5s. 2d. Pennell, London.—*Mabbs*, G. plumber, second, 4d. Graham, London.—*Monson*, J. watch maker, first, 3s. 10d. Morgan, Liverpool.—*Olley*, M. milliner, 9d. Groom, London.—*Parr*, W. shopkeeper, first, 5s. 6d. Valpy, Birmingham.—*Piggott*, W. R. carpet warehouseman, 4d. Groom, London. *Rayner* and *Co.* seed crushers, J. R. 1d.; W. R. 3d. Graham, London.—*Reeves* and *Co.* coach builders, first and final joint, 1s. 4½d. Bittleston, Birmingham.—*Sewell*, J. money scrivener, 1s. 7d. Whitmore, London.—*Sharpe*, R. draper, 6s. 6d. Lackington, London.—*Shaw*, F. builder, 5s. Turquand, London.—*Solly* and *Solly*, ironmasters, first, 7d. Bittleston, Birmingham.—*Southgate* and *Co.* auctioneers, joint adj. Turquand, London.—*Stephens*, S. F. bill broker, fur. 3½d. Belcher, London.—*Stirton*, J. A. grocer, 10d. Graham, London.—*Tinney*, R. plumber, 2s. 7½d. Whitmore, London.—*Tindall*, T. linendraper, 1s. 10d. Green, London.—*Vanzeller*, J. merchant, 0½d. Groom, London.—*Walter*, G. grocer, 5s. to new proofs. Alsager, London.—*Williamson*, C. hosier, 10s. Follett, London.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, July 5.

Brierley, C. grocer and corn dealer, Almondbury, June 22. Trusts. J. Charlesworth, bank agent, and L. Beardsell, cloth manufacturer, both of Almondbury. Sol. Iveson, Holmfirth.—*Cumberland*, J. baker and confectioner, Loughborough, June 22. Trusts. W. Gamble, farmer, Loughborough, and E. Smeeton, spinster, Near Sneinton. Sol. Hucknall, Near Sneinton.—*Wilstrop*, C. innkeeper, Stokesley, May 30. Trusts. W. Skinner, jun. gent. Stockton-upon-Tees, W. Curry, farmer, Ormesby, and W. Pearson, farmer, Whorlton. Sols. Garbutt and Co. Stokesley.

Gazette, July 9.

Crow, T. victualler, Kidderminster, June 24. Trusts. J. Blundell, miller, T. Harrison, baker, and E. H. Griffin, grocer, all of Kidderminster. Sol. Prichard, Kidderminster.—*Cubitt*, R. J. V. printer, Bunhill-row, June 29. Trusts. H. Caslon, type founder, Chiswell-st. Sol. Conquest, Moorgate-st.—*Dixon*. T. and T. C. iron founders, Norwich, June 21. Trusts. D. Harmer, wharfinger, J. H. Barnard, ironmonger, and J. Smith, draper, all of Norwich. Sol. Winter, Norwich.—*Watkins*, J. farmer, Llanyre, Radnorshire, July 3. Trusts. J. Price, gent. Llanyre, and D. Griffiths, woolstapler, Dysserth. Sol. Williams, Rhayader.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, July 5.

CASANAS, MICHAEL, wine merchant, 32, Fenchurch-st. July 19, at half-past one, Aug. 16, at twelve, Basinghall-st. Com. Fonblanque, Belcher, off. ass.; Messrs Sole, Aldermanbury, sols. Date of fiat, June 27. W. Hitchcock, R. Lewellin, and C. Truman, warehousemen, Wood st. pet. crs.

HINDMARSH, THOMAS, grocer, butcher, salt, and whitening manufacturer, Hartlepool, Durham, July 11, at eleven, Aug. 26, at two, Newcastle. Com. Ellison; Wakley, off. ass.; Wilson and Turnbull, Hartlepool, sols. Date of fiat, June 25. T. Richardson, sen. and jun. timber merchants, Castle Eden, Durham, pet. crs.

LODGE, RICHARD, innkeeper, Thornhill, Yorkshire, July 19 and Aug. 7, at eleven, Leeds. Com. West; Freeman, off. ass; Wigglesworth and Co. Gray's-inn-square, and Cronhelm, Leeds, sols. Date of fiat, June 26. W. Wells and T. Newstead, wine and spirit merchants, Leeds, pet. crs.

SWAINE, THOMAS JAMES, innholder, 2, Newland-st. Eaton-square, Pimlico, July 12. at half past twelve, Aug. 19, at twelve, Basinghall-st. Com. Holroyd, Groom, off. ass.: Wade and Pennington, Frederick's-place, and Wade, Baldock, sols. Date of fiat, June 28. M. and J. Pryer, brewers, Baldock, pet. crs.

TANSLEY, PETER, straw plait dealer, 122, St. John-st. West Smithfield, July 16, at half-past one, Aug. 16, at half-past twelve, Basinghall-st. Com. Fane; Whitmore, off. ass.; Hurst, Milk-st. sol. Date of fiat, July 2. J. Linsell, Tuscan plait manufacturer, Finchingfield, Essex, pet. cr.

VERNON, JOHN, licensed victualler. Monks Coppenhall, Cheshire, July 17 and Aug. 14, at twelve, Liverpool, Com. Phillips; Morgan, off. ass.; Froggatt, Clifford's-inn, and Latham, Sandbach, sols. Date of fiat, June 25. J. Moss and A. Farr, brewers and malt dealers, Sanbach, Cheshire, pet. crs.

PLANK, FREDERICK, perfumer and general dealer, Plymouth, July 24 and Aug. 15, at eleven, Exeter, Com. Bere; Hertzel, off. ass.; Lockyer and Bulteel, Plymouth, Surr, Lombard-street, and Moore, Exeter, sols. Date of fiat, June 22. H. M'Keever Westcott, ironmonger and smith, Plymouth, pet. cr.

RAMSAY, JOHN, cheesemonger, Chapel-street, Somers'-town, July 13, at half-past one, Aug. 19, at eleven, Basinghall-st. Com. Williams; Turquand, off. ass.; Dods and Linklaters, Leadenhall-st. and St. Martin's-lane, sols. Date of fiat, June 27. H. Rawley and J. Crewes, cheesemongers, New-st. Covent-garden, pet. crs.

SKELTON, THOMAS HENRY, stationer and printer, 48, Above-bar, Southampton, July 13, at one, Aug. 9, at twelve, Basinghall-st. Com. Goulburn; Follett, off. ass.; Cox, Pinners'-hall, sol. Date of fiat, June 24. P. Simmons, account-book manufacturer, St. Mary-axe, pet. cr.

STOKES, FRANCIS, importer and French warehouseman, late of 138, London-wall, July 16, at two, Aug. 16, at one, Basinghall-st. Com. Fane; Alsager, off. ass.; Lawrance and Plews, Bucklersbury, sols. Date of fiat, July 4. E. Grape, spinster, Eton, pet. cr.

Gazette, July 9.

BEAMES, CORNELIUS, carpenter and builder, Shirley, Hants, July 16, at twelve, Aug. 24, at eleven, Basinghall-st. Com. Goulburn; Follett, off. ass.; Hillier and Co. Raymond-buildings, and Usher, Southampton, sols. Date of fiat, July 4. T. Arney, yeoman, Fordingbridge, Hants, pet. cr.

COWARD, WILLIAM, bread baker, Hartlepool, Durham, July 26, at eleven, Aug. 16, at one, Newcastle, Com. Ellison; Baker, off. ass.; Hagle, Newcastle, and Chisholme and Co. Lincoln's-inn-fields, sols. Date of fiat, June 25. T. Wren, J. Wren, J. H. Wren, and T. Wren, jun. millers and corn factors, Stockton-upon-Tees, pet. crs.

CROWDER, JOHN, and GREEN, JOHN, the younger, trimming manufacturers, Macclesfield, Chester, July 24, at one, Aug. 9, at eleven, Manchester; Pott, off. ass.; Hacker, Leck, Oliver, Manchester, and Fal on, Temple, sols. Date of fiat, July 1. J. Wardle, silk dyer, Cheddleton and Macclesfield, pet. cr.

PAGE, JAMES, builder, Devonshire-ter. Fulham-road, Middlesex, July 16, at half-past one, Aug. 6, at half-past eleven, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Richardson and Co. Golden-square, sols. Date of fiat, July 8. J. Christie and J. Rodgers, stone-masons, Clifton-st. Shepherd's-bush, pet. crs.

PORTWAY, AUGUSTUS, tea dealer, Braintree, Essex, July 16, at two, Aug. 20, at twelve, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Hardwick and Davidson, Basinghall-st. sols. Date of fiat, July 6. J. Bradbury and J. Greatorex, warehousemen, Aldermanbury, pet. crs.

POTTER, ALBERT, carpet manufacturer, Kidderminster, July 17, at half-past eleven, Aug. 14, at one, Birmingham; Valpy, off. ass.; Boycott and Lucy, Kidderminster, and Reece, Birmingham, sols. Date of fiat, June 26. G. B. Lea, yarn spinner, Kidderminster, pet. cr.

REYNOLDS, CHARLES BENJAMIN, tailor, draper, and waterproofer, Devizes, Wiltshire, July 24, at twelve, Aug. 23, at eleven, Bristol, Com. Stephen; Hutton, off. ass.; Turner, Basinghall-st. sol. Date of fiat, July 4. O. Wood, woollen warehouseman, King-st. Cheapside, pet. cr.

SHAW, HARRY MORGAN, jeweller, Newport, Isle of Wight, July 16 and Aug. 21 at eleven, Basinghall-st. Com. Evans; Bell, off. ass.; Taylor and Collisson, Great James-st. sols. Date of fiat, July 3. H. Butterfield and H. J. Toplis, foreign warehousemen, St. Paul's Church-yard, pet. crs.

WOOD, JACOB, and NORTON, WILLIAM, fancy cloth manufacturers, Fenay-bridge, Kirkheaton, Yorkshire, July 19 and Aug. 9, at eleven, Leeds, Com. West; Fearn, off. ass.; Lever, King's-road, Bedford-row, Robinson, Huddersfield, and Sunderson, Leeds, sols. Date of fiat, July 1. J. Hampshire (widow), innkeeper, Fenay-bridge, Kirkheaton, pet. cr.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, July 2.

Allams, J. C. fish curer, Great Yarmouth.—*Anbury*, J. boot maker, Warfield, Berks.—*Bennett*, J. hosiery manufactur, Nottingham.—*Brodie*, G. (known as George Wild), Craven-bldgs. Drury-lane, comedian.—*Chapman*, J. R. schoolmaster, Merrington, Durham.—*Claring*, W. assistant victualler, Lower Edmonton.—*Clifford*, C. plumber, Norman-st. St. Luke's.—*Cornish*, H. butcher, Woolwich.—*Downing*, J. butcher, Thorne, Yorkshire.—*Ellard*, J. furrier, Charles-st. Blackfriars-rd.—*Fawbain*, J. farmer, Bradford.—*Fletcher*, T. C. schoolmaster, Ilkeston, Derbyshire.—*Haigh*, G. woollen slubber, Almondbury.—*Hamp*, T. farmer, Waddesdon, Bucks.—*Harwood*, J. B. master-mariner, Batson-place, Poplar.—*Hollier*, R. stone mason, Birmingham.—*Hawgate*, J. tanner, Calverley.—*Jacobs*, A. agent, Princess-st. Ratcliffe-highway.—*Jefferys*, S. out of business, Arnold, Notts.—*Jenner*, J. boot and shoe maker, Upper Tulse-hill.—*Livesey*, G. ale retailer, Chorley.—*Longland*, A. butcher, Northampton.—*MacPherson*, A. accountant, Albany-rd. Camberwell.—*Magee*, J. D. cabinet maker, Ely.—*Morris*, S. W. law writer, Carey-st.—*Nicholson*, N. grocer, Bedlington.—*Owen*, E. W. gent. Llan Aber, Merionethshire.—*Randall*, L. J. appraiser, Cambridge-rd. Bethnal-green.—*Raymond*, T. builder, Bishop's rd. Paddington.—*Smith*, W. appraiser, Wilmington-st. Clerkenwell.—*Stevens*, F. builder, Stourbridge.—*Thomas*, H. W. innkeeper, Andover.—*Watson*, G. undertaker, Weston-st. Somers'-town.—*Welch*, B. rope maker, Great Yarmouth.—*Wheatley*, S. higgler, Dronfield, Derbyshire.—*Whillier*, J. baker and grocer, Portsea.—*Wyatt*, H. R. philosophical instrument maker, Tibberton-sq. Islington.

Gazette, July 5.

Allcock, R. horse dealer, Harrison-st. Gray's-inn-road.—*Blick*, T. C. surgeon, Islip, Oxfordshire.—*Bristow*, G. sen., carpenter, Little George-st. Bermondsey.—*Brown*, G. blacksmith, Maldon, Essex.—*Brown*, J. hackney driver, Liverpool.—*Childs*, W. grocer, Bury St. Edmunds.—*Cosins*, H. furniture broker, Water-st. Strand.—*Coltee*, J. cabinet-maker, Maldon.—*Dear*, T. S. baker, Bow-st. Covent-garden.—*Drake*, J. boot-maker, Halifax.—*Drinkall*, J. porter, Manchester.—*Ellard*, J. furrier, Charlotte-st. Blackfriars.—*Faithfull*, J. gardener, Grove-end-road, St. John's-wood.—*Gale*, S. baker, Boston-st. Dorset-sq.—*Hamilton*, A. G. agent, Newcastle-upon-Tyne.—*Harding*, C. school-master, Wakefield-st. Gray's-inn-lane.—*Heffill*, G. tailor, Chenies-st. Bedford-sq.—*M'Gregor*, R. coachmaker, Manchester.—*Mash*, J. coal dealer, Hoxton Old-town.—*May*, M. silk velvet manufacturer, Fuller-st. Bethnal-green.—*Miller*, J. R. estate agent, Liverpool.—*Nash*, R. out of business, Great Yarmouth.—*Newenham*, F. artist, Soho-sq.—*Oakes*, J. tea dealer, Liverpool.—*Parsons*, S. B. engineer, York-road, Lambeth.—*Pashley*, C. plumber, Rayleigh.—*Rason*, J. blacksmith, Liverpool.—*Redshaw*, J. F. upholsterer, Frederick-st. Regent's-park.—*Robinson*, G. shoe-maker, Althorpe, Lincolnshire.—*Rogers*, T. tailor, New North-st. Red Lion-sq.—*Roffey*, W. dancing-master, Elm-lane, Bayswater.—*Scoble*, W. and *Scoble*, G. S. bakers, Topsham.—*Wellicombe*, R. butcher, Church-st. Camberwell.—*Williams*, J. silk dealer, Sclater-st. Bethnal-green.

From the Gazette of Friday, July 12.

Bankrupts.

Fryer, G. grocer, Alfred-st. City-road.—*Wood*, W. R. dentist, Brighton.—*Carnel De La Mercotelle*, F. E. merchant, Fenchurch-st.—*Thorn*, T. G. builder, Southampton.—*Southey*, S. cabinet manufacturer, South-st. Finsbury-market.—*Whittaker*, H. silk throwster, Macclesfield.—*Weir*, W. iron merchant, [illegible]—[illegible] draper, Bath.—*Griffiths*, T. tailor, [illegible].—*Bond*, W. publican, Liverpool.—*Forrest*, J. [illegible] merchant, Liverpool.

THE REPORTS.

Equity Courts.

COURT OF THE VICE-CHANCELLOR OF ENGLAND.

Thursday, July 4.

DOWDING *v.* CRUMP.

Plaintiff entering an appearance for defendant.

Practice under the 8th order, Aug. 26, 1841. This order directs, that "if the defendant, being duly served with a subpœna to appear to and answer the bill, shall refuse or neglect to appear thereto, the plaintiff shall, after the expiration of eight days from such service, be at liberty to apply to the Court for leave to enter an appearance for the defendant; and the Court being satisfied that the subpœna has been duly served, and that no appearance has been entered by the defendant, may give such leave accordingly; and that thereupon the plaintiff may cause an appearance to be entered for the defendant, and thereupon such further proceedings may be had in the cause, as if the defendant had actually appeared."

The mere circumstance of the plaintiff delaying to apply under the eighth general order for leave to enter an appearance for defendant, is not a sufficient reason for the Court to refuse the application.

In this case, one of the defendants had been served with the subpœna to appear and answer so far back as the 14th Nov. 1843. The question, therefore, was, whether the Court would allow the appearance to be entered *ex parte*, or whether it would not impose upon the plaintiff the onus of showing in what manner the delay was occasioned, and that it could be reasonably accounted for.

Piggott, in moving for the above order to enter an appearance for several defendants, directed the attention of the Court to the case of *Bedford* v. *Roberts* (2 Hare, 96). (*a*)

His Honour the VICE-CHANCELLOR thought that there was no reason for imposing any such obligations upon the plaintiff as were then suggested. That the eighth order required compliance with two conditions only to entitle a plaintiff to obtain an order for entering an appearance for the defendant, viz. service of the *subpœna*, and proof that no appearance had been entered in consequence of the *subpœna*; and that the mere circumstance of the delay on the plaintiff's part did not create such a suspicion in his mind as to induce him to impose upon the plaintiff any other condition than what the order itself would warrant.

Motion granted.

Saturday, July 6.

JAMES *v.* SMITH.

Bill of revivor.

Will, construction of.

Whether "nephews and nieces" included grand nephews and grand nieces, also great grand nephews and great grand nieces.

The testatrix, by her will, gave 30l. to her niece, M. M., daughter of her nephew, T. M. Then, in a subsequent part of the will, she gave to A. L. and M. L. the son and daughter of her late niece, M. L. deceased, 30l. each. Then, in a subsequent part of the will, she gave to her said niece M. M. a pair of silver saltcellars and two silver table-spoons, and to her said niece, M. L., one pair of silver saltcellars and two silver table-spoons. Held, that under the term nephew and niece were intended by the testatrix to comprehend both grand nephew and grand niece.

Mary Kranar having, by her last will and testament, bearing date the 22nd day of March, 1788, directed that all the interest which she might have at the time of her decease in the 3 per Cent. Reduced Bank Annuities, or other public stocks, funds, Government or other securities, might be converted into money, and be disposed of as afterwards in her will declared, bequeathed as follows:—"I give and bequeath 30l. to my *niece*, Mary Malltus, spinster (daughter of my *nephew*, Thomas Malltus); 30l. to Anthony Lock and Mary Lock (son and daughter of my late niece, Mary Lock, deceased)." In another part of the will the testatrix gave the residue in the following words:—"Unto and to be equally divided between and amongst all and every my *nephew* and *nieces* respectively, their respective executors and administrators. I give my god-daughter, Mary James, the youngest daughter of my nephew, John James, my gold watch; I give to the eldest *daughter* of my *nephew*, Hunter Todd, my silver pint mug; I give to the eldest *daughter* of my *nephew*, Francis Todd, my silver coffee-pot; I give to my said *niece*, Mary Malltus, one pair of silver saltcellars, and two silver table-spoons; and to my said *niece*, Mary Lock, one pair of silver saltcellars and two silver table-spoons."

The testatrix appointed the late defendant, Robert Smith, and Ann Laggatt, widow, joint executor and executrix of her will. The testatrix died on the 19th Oct. 1791, and her will was proved by the above-named executor and executrix in the Prerogative Court of Canterbury.

The bill was filed in 1791 by some of the testatrix's nephews in the first degree, against her executors, and some of her nephews and neices in the first, second, and third degrees; and the decree made in the same year directed the Master to inquire what nephews and neices of the testatrix, or their descendants, were living at the time of making her will and at the time of her decease.

The cause now came on for further directions; and the points to be considered were, whether Mrs. White, who was a niece of the testatrix, and was living at the date of her will, but died prior to the testatrix, and what classes of nephews and neices of the testatrix were entitled to participate in her residuary personal estate, she having bequeathed such residue equally between her nephews and neices, and having given specific and pecuniary legacies to her grand neices Mary Malltus and Mary Lock, whom she called by the general term of neices in her will.

Owing to the number of persons embraced in the above inquiry by the Master, and the difficulties of proving their relationship to the testatrix, and many of them being in indigent circumstances, very little was done under the decree until the revival of the suit in 1839, by the present parties, who, after considerable delay and expense, obtained the Master's general report, by which he finds that at the testatrix's death she had living seven nephews and neices in the first degree, thirty-three in the second degree, and four in the third degree.

Bethel and *De Gex*, for the plaintiff, Wm. James, who was a defendant in the original suit as nephew in the third degree, but plaintiff in the revived suit, as administrator of his grandfather, Wm. James, who was a nephew in the first degree; also administrator of his father and nephew in the second degree, and personal representative of his sister, an original defendant.

Freeling, for defendants in the same interest.

Roe and *Shadwell*, for nephews and nieces in the second degree.

Lowndes and *Mylne*, for those in the third degree.

Cases cited: *Bagley* v. *Mollard* (1 R. & M. 580); *Falkner* v. *Butler* (Ambl. 503); *Shelley* v. *Bryer* (1 Jac. 209).

The VICE-CHANCELLOR.—The testatrix has in three instances called certain persons by the description of nephew and nieces; and it appears by the will itself that they are grand nieces. That makes the case different from those which have been cited. I think, therefore, that the words "nephews and nieces in the first and second degree" were intended, but I see no reason for extending the construction beyond that, namely, the third degree. Declare that the children living at the testatrix's death of the nephews and nieces are entitled, together with her nephews and nieces also living at her death, to the benefit of the residuary bequest in equal shares as tenants in common. Tax and pay costs of all parties, as between solicitor and client. Refer it to the Master, to inquire as to nephews and nieces, and the children of nephews, and nieces, and to advertise. Dismiss the bill only as against persons in the third degree.

(*a*) In this case, to which reference was made, the *ex parte* application was made on the 17th November, the *subpœna* having been served on the 18th June previously. His Honour V. C. Wigram stated, that the object of the order was to prevent delay in the prosecution of the cause; but that if the plaintiff allows a long time to elapse between the service of the *subpœna* and his application under the order, intermediate circumstances may have made the order improper, and he must give notice of the motion, or explain the delay;—that he had found the same practice adopted at the Rolls.

It will be seen by comparing these two cases, that the practice under the new orders is still unsettled; and that the same circumstances will produce a different decision in practice, according to that branch of the Court in which the application is made. This want of uniformity in construing the recent orders must prove a serious impediment in the way of the suitor. The general rule for interpreting these orders, which his Honour the Vice-Chancellor of England has adopted for his own guidance, will be found in the case of *Garcias* v. *Ricardo*, at p. 83 of the present volume.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Saturday, July 13.

STEEL *v.* PARSONS.

Practice—Husband and wife—23rd and 24th Orders of August, 1841.

The service of a copy of the bill upon a husband and wife may be effected by service upon the husband alone, but the affidavit should state that the deponent served the husband and wife by serving the husband.

A husband and wife were parties to this suit, which did not relate to the separate estate of the wife. On a motion for an order, under the 24th order of Aug. 1841, it appeared from the affidavit simply that the husband had been served.

Bilton, for the motion, submitted that this was sufficient, and that the practice was similar to that in cases of the service of a *subpœna*. He cited *Kent* v. *Jacobs* (5 Bea. 48).

The VICE-CHANCELLOR.—I am informed by the registrar that the practice is to prove the service by stating that the party served the husband and wife by serving the husband. Your affidavit is not therefore sufficient.

Common Law Courts.

COURT OF QUEEN'S BENCH.

Thursday, June 27.

PARTRIDGE *v.* THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND.

Custom—Evidence—Consideration.

A dividend warrant for the payment of dividends upon Three-and-a-Half per Cent. Stocks is not a negotiable instrument assignable by mere delivery.

This case was argued in Hilary Term last. The pleadings, facts, and arguments are fully stated in the judgment, which was now delivered by

DENMAN, C. J.—This was an action on the case by the plaintiff, who was the holder of a considerable sum in the Three-and-a-Half per Cents. against the defendants, for a breach of duty in not paying him certain dividends on that stock which fell due on the 5th of April, 1841. The declaration contained two counts—one on the case, and the other in trover. The defendants pleaded that the plaintiff had given to one Wakefield a power of attorney by warrant to receive these dividends; that by the custom of London for the last sixty years these dividend warrants were transferred from hand to hand without indorsement; and that the *bonâ fide* holder of such warrants was entitled to receive payment under them of the dividends due to the persons who had granted the same; that Wakefield had transferred these warrants to Ladbroke and Company for a valuable consideration; that Ladbroke demanded payment of the dividends under these warrants, and requested the defendants to hold the money so payable to them (Messrs. Ladbroke) for their use and benefit. To the count in trover, the defendants pleaded, not possessed. It appeared by

the evidence, that the dividends became due on the 5th of April; that the defendants had previously received the money from the Exchequer for the payment of these dividends; that, on the 6th, Wakefield received the power of attorney, and on the same day he delivered it to Messrs. Ladbroke; that, on the 7th, Ladbrokes, who had a banking account with the defendants, delivered to them these warrants, to receive the same on their behalf, and that the credit for the sum thus to be paid them was entered in the defendants' books on that day, though the custom was not to make the actual payment of the money till the 8th of April. Wakefield absconded on the evening of the 6th, and that circumstance was known on the 7th, but it was not known to Ladbrokes that there was any claim of the plaintiff existing as to the money due upon these dividend warrants, when the defendants had carried that sum of money to Ladbrokes' credit. There was evidence that the dividend warrants were taken as cash, and that in March 1841, Ladbrokes had discounted for Wakefield a promissory note for 2,000*l*. Had this note been duly paid, there would have been a balance of more than 200*l*. in favour of Wakefield, but when that note was dishonoured, the balance against him exceeded the sum of 1,700*l*. The verdict was given for the plaintiff, with liberty for the defendants to enter it for them, if the Court should be of opinion that they were entitled to the verdict on the special pleas. A motion was accordingly made in last Michaelmas Term that the verdict might be so entered, or that a new trial should be granted. Two questions now arose. The first was, whether a dividend warrant was a negotiable instrument assignable by mere delivery; and the second was, whether there was evidence to support the statement of a valuable consideration set forth in the plea. On the first question the argument for the plaintiff rested entirely on the form of the warrant. The dividend warrant contained an express order for the payment of the sum mentioned in it, and at the foot was a declaration in the following form:—"I do hereby acknowledge to have received the above-mentioned sum;" and this was signed by Wakefield, who was the holder of the plaintiff's power of attorney. In this instrument there were no terms which made it negotiable; there was nothing in it to be paid to bearer, to order, or to assigns. There was, however, this acknowledgment of the attorney at the foot of it, that he had received the sum mentioned in it in full payment. This acknowledgment was required by the Bank to be made before the payment would be made. After that acknowledgment had been signed, the Bank would have paid the money to any one who produced the instrument with such acknowledgment on it, the fact of the acknowledgment being on it making it payable. If Ladbrokes had applied for and actually received the money, and the warrant had been given up, no action could have been maintained against the Bank. But in this case the money had not been paid, and credit was only given on account, and the defendants said that they held the money for the use and on the behalf of Ladbrokes, and not of Wakefield; and the question therefore was, whether Ladbrokes had a right to hold the warrant, and the defendants to defend themselves under it, the amount being still unpaid. That depended entirely on the custom set forth in the plea, and the question was, whether that custom created such a complete right to the money by the mere transfer of the warrant as would enable the cashier safely to pay its amount to any one who presented it. The Court thought that there was sufficient evidence of the custom, as stated in the plea, to warrant the verdict being entered for the defendants, so far as the custom was concerned. The only remaining question, therefore, was, whether there was sufficient consideration, as stated on the plea. Wakefield was stated to have transferred the warrant, for valuable consideration, then moving. But the evidence shewed that the consideration for the transfer was the discount for the promissory note, which had taken place some time before. The Court thought that the evidence did support the plea, and shewed that there was a transfer for a valuable consideration, so that the verdict ought to be entered for the defendants on the special pleas; as a consequence of this, the Court thought that, on the plea of not possessed to the Court in *trover*, the verdict must likewise be entered for the defendants.

Judgment for the defendants.

FAWCETT *v.* FEARNE and ANOTHER, Assignees, &c.

(Argued May 25.)

The words "at the time he becomes bankrupt," in the 6 Geo. 4, c. 16, s. 72, which enacts, "That if any bankrupt, at the time he becomes bankrupt, shall, by the consent and permission of the true owner thereof, have in his possession, order, or disposition, any goods or chattels, whereof he was the reputed owner, &c. the commissioners shall have power to sell and dispose of the same for the benefit of the creditors under the commission," have reference to the act of bankruptcy, and not to the time of the fiat, and, therefore, the goods which are in the bankrupt's order or disposition, with such consent, at the date of the act of bankruptcy, vest in his assignees.

Knowles, *Addison*, and *Pashley* shewed cause against a rule to set aside the verdict for the plaintiff, and to enter a nonsuit, or to reduce the damages.

This was an action brought by the purchaser under a bill of sale from the sheriff of Yorkshire, against the assignees of a bankrupt, to recover disposition of certain articles which had been seized and sold by the defendants as goods in the order and possession of the bankrupt at the time of his bankruptcy. It appeared that the act of bankruptcy was committed on the 15th August, 1842; that on the same day, but before the act of bankruptcy, the sheriff had seized a part of the goods in question, under an execution issued against the bankrupt by the Low Moor Company, in a hostile action. On the 17th August, the sheriff assigned to them, and they, on the 15th September, 1842, assigned to the plaintiff. On the 23rd August, 1842, the sheriff had also made another seizure under three different executions, issued by other parties, also in hostile actions. These goods were also assigned to the plaintiff on the 15th of September, 1842. On the 25th January, 1843, a fiat issued against the bankrupt, under which the defendants were appointed assignees. The jury found that the bankrupt was the reputed owner of the goods, and had them in his possession, with the consent of the plaintiff, at the time the fiat issued. A verdict was entered for the plaintiff, and the present rule was obtained on the ground that these were goods in the order and disposition of the bankrupt within the meaning of the 6 Geo. 4, c. 16. s. 72, which enacts "That if any bankrupt, *at the time* he becomes bankrupt, shall, by the consent and permission of the true owner thereof, have in his possession, order, or disposition, any goods or chattels, whereof he was the reputed owner, &c. the commissioners shall have power to sell and dispose of the same for the benefit of the creditors under the commission." It was submitted that, notwithstanding the goods were in the bankrupt's order and disposition at the date of the *fiat*, they were not within the meaning of that section, inasmuch as the words *at the time he becomes bankrupt* do not refer to the *issuing of the fiat*, but to the *date of the act of bankruptcy*: therefore, with respect to the first part of the goods on the 15th August, the bankrupt was not in possession of them at all, because the sheriff had seized and was in possession, and they were not in the bankrupt's order and disposition at the time the act of bankruptcy took place. With respect to the second part, they were in the bankrupt's possession at the date of the act of bankruptcy, not as *reputed* owner, but as real owner, and therefore, as to them, the 72nd section could not apply, and as it could not be contended the execution creditor had notice of the act of bankruptcy, that was a transaction protected by 2 & 3 Vict. c. 29; citing *Lyon* v. *Wheldon* (2 Bing. 334); *Smith* v. *Copping* (5 B. & A. 676); *Whitmore* v. *Robertson* (8 M. & W.); *Ramsay* v. *Eaton* (10 M. & W. 22); *Jones* v. *Dwyer* (15 East, 21).

Dundas, *Watson*, and *Hoggins*, contrà, contended that whatever may have been the decisions previous to the 2 & 3 Vict. c. 29, the effect of that statute is to make the issuing of the *fiat* the dividing line, and consequently that the words "at the time he becomes bankrupt," in the 72nd section, must refer to the *issuing of the fiat*, and not to the *date of the act of bankruptcy*. That if the act of bankruptcy be considered the dividing line, still the 72nd section would apply, inasmuch as there was a continuing act of bankruptcy from the 15th Aug. 1842, down to the 25th Jan. 1843, when the fiat issued.

The judgment of the Court was now delivered by

DENMAN, C. J. who, after stating the facts of the case, proceeded as follows:—For the defendants it was contended that the words of the 72nd section of 6 Geo. 4, c. 16, "at the time he becomes bankrupt," have reference to the time of the *fiat*, and *not of the act of bankruptcy*; and therefore, as these goods were in the bankrupt's possession at that time, they have a right to them. But we are of opinion that the words "at the time he becomes bankrupt" have reference to the act of bankruptcy, and not to the time of the commission. That was so held in *Lyon* v. *Wheldon* (2 Bing. 334) and *Smith* v. *Copping* (5 B. & A. 676), and we see no reason to put a different construction on these words to what they have generally received. It was then contended that the property in the goods was by relation vested in the defendants as assignees, for the statute does not protect those which are in the bankrupt's possession, with the owner's consent, after the act of bankruptcy; and in the present case the defendants would be entitled to the goods seized under four executions, if the seizure was after the assignment of the 15th of August. But the seizure under the execution at the suit of the Low Moor Company was made before the act of bankruptcy was committed, and the seizure under the other execution was not made until after. It turns out that the execution creditors are not shewn to have had any notice of the act of bankruptcy; but even if they had, the execution at the suit of the Low Moor Company would still have been available, as that was levied before the act of bankruptcy was committed, and the plaintiff being aware of the act of bankruptcy would make no difference. But a fiat has since issued, founded upon that act of bankruptcy; and although the execution creditors themselves knew nothing of it, the defendants would become assignees, and entitled to those goods which were in the bankrupt's possession at that time. We are, therefore, of opinion that the defendants are entitled to retain all the goods except so much as were seized under the Low Moor execution, and are sufficient to satisfy that; for the plaintiff ought not to be in a worse situation than the Low Moor Company would have been in if they had been aware of the act of bankruptcy at the time of executing the assignment to him. We are, therefore, of opinion that the verdict for the plaintiff must stand for so much as is sufficient to satisfy the Low Moor execution, and for that only. *Rule discharged.*

ELWOOD *v.* BULLOCK.

(Argued June 7.)

Demurrer—Reasonable custom—Pleading.

A custom to erect booths upon a highway running through a fair is a reasonable custom, and good in law.

Demurrer to Replication.—The pleadings and arguments are stated in the judgment.

Watson (*Gordon* with him), in support of the *demurrer*.

Gunning, contrà.

The judgment of the Court was now delivered by

DENMAN, C. J.—This was an action of trespass for pulling down a booth and carrying away various articles the property of the plaintiff. The defendant justified, under a bye-law of the corporation of Bury St. Edmund's, of which he was mayor, a bye-law passed for the suppression of public nuisances. That bye-law had been held bad for the reasons given during the course of the argument. Then came another special plea, in which the defendant alleged that, long before and at the said time when, &c. and from time whereof the memory of man is not to the contrary, there was, and of right ought to have been, a common public highway into, through, and along the said close, called Angel-hill, and that the said booth and the said goods and chattels were wrongfully erected and put upon the said common public highway, and that the said booth incumbered and obstructed such common and public highway, so that it could not be used by the defendant without removing the obstruction; wherefore the defendant, having occasion to use the said highway, had removed it. The replication by the plaintiff to this plea was, that the said highway was within the borough within which there had been immemorially, at a certain time of the year, a fair, in which persons had been accustomed to erect booths, &c. for the refreshment of people attending such fair, and leaving open a sufficient part of the close, and of the said public highway for the Queen's subjects to pass and repass. The replication then stated a custom for every victualler within the borough to enter upon parts of this highway to offer refreshments to such as should attend the fair, and for the purpose of more conveniently carrying on their business as such victuallers during the fair, to erect booths, &c.; and it justified the obstruction of the highway under this custom. To this there was a special demurrer, and the defendant objects to this plea as inconsistent, on the ground that the plaintiff admits the close, &c. to be a public highway, and yet claims a right to obstruct it, which claim and admission are, as he contends, inconsistent with each other and incapable of being sustained in law. It is further objected, that the plaintiff has not set forth the bounds on the highway within which he claims the right to erect the booth. But we do not think that it is any part of the custom, nor is it necessary to the validity of the custom, that the booth should always be placed in the same situation. That was so held by Lord Ellenborough in the case of *Rex* v. *Lloyd* (1 Camp. 260). Then the question is, supposing the plaintiff to have an answer to the plea, in what manner it ought to be given; whether by a traverse, or by introducing new matter in the replication. He could not traverse the existence of the highway over the spot on which the goods stood, and we think that the answer to the plea comes properly in the shape of a replication introducing the whole matter therein. This brings us to the question of whether the custom there stated is good in law, and on that point we find it stated to be immemorial; and it is in itself reasonable, and we therefore think it is good. The present case cannot be referred to those where the obstruction of a public way is for a private purpose, for the existence of fairs is treated in the law-books as a matter of public convenience. If, therefore, the custom might have had a reasonable origin, there seems nothing unreasonable in the custom itself, for it does not abridge or obstruct the enjoyment of any public right, without offering a countervailing advantage. As to the origin of the custom, it may well be that the mayor, aldermen, and burgesses have had a right to hold a fair there, before the *locus in quo* became a highway, for the fair might have been held originally for the benefit of the town, and might have been held in a close which was within the borough, but which did not at that time form any part

of a public highway; and so the dedication of that part of the close to the public as a highway, might have been subject to its use for the purposes of the fair. Again, this was not a general, but only a partial and a limited obstruction of the public right. On the whole, therefore, we think the replication good, and there must be judgment for the plaintiff.

Judgment for plaintiff.

KEIR *v.* LEEMAN and ANOTHER.

(Argued June 4.)

Where an offence is of such a nature that the injured party may sue at law and recover damages in respect of it, there it is competent to a prosecutor who proceeds by indictment to compromise such indictment with the sanction of the Court: aliter, where the offence is wholly of a public nature, for no agreement can be valid which has the effect of stifling a public prosecution.

Assumpsit on a special agreement stating that the plaintiff had sued one George Emmett, and recovered against him a certain sum of money; that a *fieri facias* was sued out thereupon, and the sheriff entered and seized certain goods and crops of the said George Emmett; that afterwards William Emmett and others assaulted the sheriff's officer, and turned him out of the farm until the sheriff's officer re-entered and repossessed himself of the same; that an action of trespass was thereupon commenced by William Emmett against the sheriff, and amongst other issues there was one alleging that the property in question did not belong to the said William Emmett, and that, at the trial of the said issue, the sheriff obtained a verdict. That an indictment was also prosecuted by the sheriff's officer, at the plaintiff's expense, against Emmett and others for riot and assault; that after the verdict in the aforesaid action was given, and when the indictment was about to come on for trial, it was agreed that, in consideration of the prosecutor's not proceeding further with the said indictment, and the sheriff withdrawing from possession of the farm and crops, the defendants should pay costs as between attorney and client upon the said indictment, and the balance of the principal money and costs unsatisfied in respect of the original action, and also the costs and charges under the said writ of *fieri facias* in the said action, together with certain other costs incurred in respect of the trial of the said issue. The declaration then averred that the Court were aware of the agreement, and that by the consent and with the leave of the Court the prosecutor offered no evidence, and and thereupon the said Emmett and others were acquitted, and the sheriff withdrew from possession.

The *Plea* set out the indictment, from which it appeared that one of the counts was for an assault upon a peace-officer, and the plea then averred that the consideration for the said agreement was illegal, and the contract void.

Demurrer.

Bliss (*Pickering* with him), in support of the demurrer, submitted, in the first place, that the plea was bad for not averring that the offence had been committed; but, secondly, it was submitted there was nothing illegal in compromising an indictment for misdemeanor with the consent of a Court of Oyer and Terminer; that this was an indictment for an injury partly of a private and partly of a public nature, and that there could be no distinction between a compromise effected before and one effected after judgment. That, at any rate, if the whole consideration was not good, the agreement would be sustained to the extent to which it was good: citing *Johnson* v. *Ogleby* (3 P. W. 277); *Drage* v. *Ibbotson* (2 Esp. R. 641); *Collins* v. *Blantern* (2 Wils. 341); *Rex* v. *Rant*, *Rex* v. *Coombes*, *Rex* v. *Lord Falkland* (cited in Watson on Awards, 47); *Rex* v. *Coteswerth* (2 Dow. & Ry.); *Bailey* v. *Wingfield* (11 East, 46); *Fallows* v. *Taylor* (7 T. R. 475); *Edgecomb* v. *Rodd* (5 East, 294); *Poole* v. *Bousfield* (1 Camp. 55); *Baker* v. *Townsend* (7 Taunt. 422); *Kirk* v. *Strickwood* (4 B. & Ad. 441); *Elworthy* v. *Burke* (2 Sim. & S. 372); *Harvey* v. *Morgan* (2 Stark. R. 15); Ch. on Contracts; *Harrington* v. *Cockroft* (4 Doug.).

Kelly (*Pashley* with him), contrà.—It is admitted that it may be lawful, with the sanction of the Court, to compromise an indictment for a misdemeanor of a private nature, after a conviction has taken place; for then public justice has been satisfied, and it is in the breast of the judge what sentence he will inflict upon the defendant, and in many instances it may be the best means of doing justice to the prosecutor; but the question in the present case is, whether an agreement to pay a sum of money, in consideration, among other things, of the person to whom it is to be paid proceeding no further in a prosecution he has instituted for riot and assault, is good. There is no difference at all in this respect between felonies and misdemeanors, and it is perfectly incompetent to a party to stifle a prosecution for a felony in this manner upon receiving a sum of money, and, therefore, equally so in the present case: citing Story on Equity, ch. 7, ss. 237, 294; 4 Black. Com. 363; *Narrot* v. *Wallace* (3 T. R. 17); *Garth* v. *Earnshaw* (3 T. & C. 584); *Evans* v. *Jones* (5 M. & W. 77).

The judgment of the Court was now delivered by

DENMAN, C. J.—After stating the pleadings, his lordship proceeded to observe, that it appeared in the present case that the agreement was stated to the judges of the Court, and that by leave of the Court the prosecutor did not proceed further with the indictment, and the sheriff withdrew from possession. The principal case on this subject is that of *Collins* v. *Blantern* (2 Wils. 341); and in *Ogleby* v. *Johnson* (3 P. W. 277), a bill was filed for specific performance of an agreement made, in consideration, amongst other things, of dropping an indictment which the plaintiff had preferred against the defendant, but which, when ready for trial, had been compromised by the parties; and the reporter there states that the Lord Chancellor (Lord Talbot) started another point, viz. that the agreement being to stifle a public prosecution, was not to be enforced in equity. The reasons are not, perhaps, very satisfactorily stated in that case, but the question was much considered in *Collins* v. *Blantern*, and the doctrine has been several times discussed by Lord Kenyon, and in Kyd on Awards two of his decisions are reported. [His lordship here referred to and commented upon the cases of *Fallows* v. *Taylor* (7 T. R.); *Drage* v. *Ibbotson* (2 Esp. 641); *Poole* v. *Bousfield* (1 Camp. R. 55); *Edgecomb* v. *Rodd* (5 East, 296); *Bailey* v. *Wingfield* (11 East, 46); *Kirk* v. *Strickwood* (4 B. & Ad. 411); *Baker* v. *Townsend* (7 Taunt. 422); *Elworthy* v. *Burke* (2 Sim. & S. 372).] The result of the cases makes it appear that some indictments for misdemeanor may be compromised; and the law on the subject is collected by Gibbs, C. J. in his judgment in *Baker* v. *Townsend*, from which it appears that where the offence is of such a nature that the injured party may sue at law, and recover damages in an action brought in respect of it, there the indictment may be compromised, for in such case the injury is frequently more of a private than of a public nature; but if the offence is entirely of a public nature, so that no other than a criminal proceeding can be had upon it, a compromise cannot be come to, for no agreement can be valid which has the effect of stifling a public prosecution, for the rights of the public cannot be sacrificed to private advantage. In the present case, the indictment being for riot and assault, is one of a wholly public nature, and it was competent neither to the judge nor the prosecutor to compromise it. Perhaps the judge may lawfully be asked to sanction a compromise of a private misdemeanor, but clearly not of a public one. But according to this record, the learned judge's sanction was not made the consideration for the promise, and was not, in fact, obtained until after the agreement was made. We think the agreement is invalid, as being founded upon an illegal consideration, and therefore that the defendant is entitled to judgment.

Judgment for the defendant.(a)

Saturday, July 6.

ALDRED and ANOTHER, Assignees, &c. *v.* CONSTABLE.

(Argued 27th June.)

In an action of trover against a sheriff, the defendant justified under a writ at the suit of J. B. The plaintiff now assigned, and the defendant pleaded not guilty to the new assignment. It appeared that the sheriff had received two writs, under the first of which he had seized all the goods before he received the second writ. The goods produced more than sufficient to satisfy the first writ. Held, that the plaintiff was entitled to the verdict on the new assignment in respect of the surplus. Held also, that primâ facie a sheriff's sale is for ready money, and that he is not justified, after he has sold as much as will apparently satisfy the writ, in going on to sell more, on the speculation that it is possible that the actual delivery of such goods as are already sold may be prevented by loss or accident.

Martin shewed cause against a rule to set aside the verdict for the plaintiff on the fourth issue, and to enter the same for the defendant. The facts of the case are fully stated in the judgment.

Cases cited: *Stead* v. *Gaskell* (8 Taunt. 527); *Batchelor* v. *Vyse* (4 Moore & Sc. 532); *Norman* v. *Bell* (10 B. & C.).

Wortley, *E. V. Williams*, and *E. Bevan*, contrà; citing *Dand* v. *Kingscote* (6 M. & W. 174; 1 Wms. Saund. 299, c); *Pratt* v. *Groom* (15 East, 235); *Oakley* v. *Davis* (16 East, 82; Buller's N.P. 92); *Barnes* v. *Hunt* (11 East, 451); *Drew* v. *Lainson* (5 A. & E.).

The judgment of the Court was now delivered by

DENMAN, C. J.—The question in this case arises on the new assignment to the fourth plea to a declaration in trover by the assignees of John Brown, a bankrupt. The defendant states in that plea that a writ of *fi. fa.* at the suit of *James* Brown, indorsed to levy the sum of 79*l.* was delivered to him as sheriff of Yorkshire before the issuing of the fiat against John Brown, and that he as sheriff, before the fiat, seized and took in execution the goods in the declaration mentioned, for the purpose of levying the sum of money mentioned in the writ, and that a day before the fiat he levied the said sum of money, as by the said writ commanded.

To this plea the plaintiff has newly assigned that he brought his action not in respect of the goods seized, taken, and sold under the writ first mentioned in the plea, but for goods and chattels other and different from the goods and chattels seized, taken, and sold under the said writ in the said plea mentioned. To this new assignment there was a plea of not guilty. From the evidence it appears that on the 23rd April the sheriff received a writ at the suit of *James* Brown, under which he justifies, and that on the 24th April he received a writ of *fi. fa.* at the suit of *Charles* Brown for 313*l.* 11s. The sheriff had seized all the goods under the writ at the suit of *James* Brown before he received the writ at the suit of *Charles* Brown, but remained in possession under both writs until the time of the sale, which took place on the 28th and 29th May. The first day's sale of the goods produced more than enough to cover and satisfy the writ at the suit of *James* Brown, and there remained at the end of the first days' sale as many goods which had been seized by the sheriff under the two writs as produced at the sale on the following day 49*l.*; and the plaintiffs contend that they are entitled to a verdict on the new assignment in respect of these goods. The defendant contended, first, that the plaintiff, by his new assigning, had admitted that all the goods mentioned in the declaration were covered by the plea, and that he ought not to have new assigned, but ought to have traversed the allegation in the plea that the goods taken and sold were so taken and sold to satisfy the writ at the suit of *James* Brown; that the sale, although continuing for two days, was, in fact, but one sale; that the sale was under the writ at the suit of *James* Brown, and that, though enough was raised by the first day's sale to satisfy *James* Brown's execution, the sheriff might, nevertheless, sell more under that writ, in order to protect himself, in case, after the sale, some unforeseen loss by fire or theives might render the produce of the first day's sale insufficient to satisfy *James* Brown's debt. Upon both these points our opinion is in favour of the plaintiffs, and, therefore, we think that the new assignment is the proper mode of pleading. The declaration is such as might apply to any goods within the number and description stated. The defendant says he seized, took, and sold the goods mentioned in the declaration under a writ of *fi. fa.* at the suit of *James* Brown. This is apparently an answer to the declaration, for the defendant did seize, take, and sell certain goods within the number and description in the declaration mentioned in the writ, and the declaration being general, it may be that the goods seized and sold under the writ were the goods for which the plaintiff brought his action. But the plaintiff, admitting that the defendant did seize and sell certain goods within the number and description of those stated generally in the declaration, says, by his new assignment, that the goods in respect of which he brought his action are not those seized and sold under *James* Brown's writ, but other goods; and this is the proper mode of pleading in such a case. Then the question becomes one of fact, whether all the goods sold at both sales were sold under one writ at the suit of James Brown, and upon the fact of the case the second point made by the defendant arises, upon which the cases of *Woodman* v. *Baldock* (8 Taunt.), and *Ranstone* v. *Wilkinson* (4 M. & S.), are direct authorities, viz. that if a sheriff sell more goods than are sufficient to satisfy the writ, he is liable to an action of trover in respect of those goods. Whether he sold more under the circumstances than was necessary, is a question of fact in each particular case; and in the present there can be no doubt the produce of the first day's sale was sufficient to satisfy the execution at the suit of James Brown; and we are of opinion that the sale of the second day was not warranted by James Brown's writ, and that the goods sold on that day cannot be considered as sold under that writ. We also think that, *primâ facie*, a sheriff's sale is considered to be for ready money and immediate delivery, and that the sheriff is not justified, after he has sold as much as will apparently satisfy the writ, in going on to sell more, on the mere speculation that it is possible that the actual delivery of such goods as are already sold may be prevented by loss or accident. This rule will, therefore, be discharged; and the verdict entered for the plaintiff on the new assignment will stand.

Rule discharged.

WHITEHEAD *v.* HARRISON.

[We insert a fuller report of this case, of which a brief note appeared in our last.]

(Argued June 7.)

In an action of detinue, a plea traversing the common bailment is bad.

This was an action of *detinue*, and the declaration stated that the plaintiff delivered an indenture from him (the plaintiff) to the defendant, to be redelivered on request.

Breach—That the defendant detained after request.

Plea—traversing the bailment as alleged.

Demurrer—on the ground that the plea was an unnatural traverse, and that it sought to put in issue matters that are not traversable.

(a) We understand that the agreement was strictly performed by the defendants; the question was raised in a dispute as to the costs.

Addison, in support of the demurrer, submitted that the plea was bad, inasmuch as the common bailment in *detinue* was no more traversable than the finding in an action of trover; that the action of *detinue* was an fiction in the nature of an action of *tort*, and not *ex contractu*, and used only for the purpose of trying the right of property, and would be useless for that purpose if the defendant could traverse the bailment; citing *Broadwood* v. *Ledyard* (3 P. & D. 46); *Gledstanes* v. *Hewitt* (1 C. & J. 565; Cro. Eliz. 666); *Walker* v. *Jones* (2 C. & M. 673); *Mills* v. *Graham* (1 N. R. 140); *Jones* v. *Dow* (9 M. & W. 19).

Jno. Henderson, contrà, contended, that the plea was pleaded in the only mode in which the defendant could put in issue the title of the defendant consistently with the new rules; that in the old forms the words, "of the plaintiff," that is to say, the allegation of ownership, is not to be found, and if now inserted in the declaration, and not specifically denied by the defendant, it would be admitted under the general issue; that the action of *detinue* must be an action *ex contractu*, and not of *tort*, because it may be joined with *assumpsit*, and that if, instead of the allegation of a bailment to redeliver on request, the allegation were to redeliver in three months, it could never be said that the defendant was estopped from disputing that point; citing Rastall's Entries, 211, b, 212, 213; Brownlow's Ent. 259; 1 Brown's Entries, pl. 3, 147, 149; *Rich* v. *Aldred* (6 Mod. 216); *Lane* v. *Tuson* (12 A. & E. 816); Year Book, 5 Ed. 3, 152, pl. 4; 2 Mod. Ent. 425; *Bateman* v. *Elmore* (Cro. Eliz.); *Phipps* v. *Robinson* (4 Bing. R.); *Mason* v. *Farnell* (13 L. J.)

The judgment of the Court was now delivered by

DENMAN, C. J.—After stating the pleadings, his lordship proceeded to say: Doubtless, before the new rules, the common bailment was not traversable (*Gledstanes* v. *Hewitt*, 1 C. & J. 565; and *Walker* v. *Jones*, 2 C. & M. 673); and the question is, whether the new rules have made any difference. See also *Jones* v. *Dow* (9 M. & W. 19). Here it was argued that you could not traverse that part of the declaration, because the words are not material and not to be found in the entries in the older books; and that as the case of the plaintiff might merely consist of some actual contract, the defendant could in no way put the plaintiff to proof of his case unless this traverse is allowed; and that it seems most unjust to compel the defendant to plead specially, and take the onus of proof on himself, instead of being able in this, as in all other cases, to put the plaintiff on proof of his right by a common traverse. On the other hand, the plaintiff relies on the authorities which shew that he is at liberty, notwithstanding the averment of the bailment, to shew any other mode by which these goods came into the defendant's hands, and consequently, that the bailment is not traversable. The recent case of *Mason* v. *Farnell* (13 L. J. Ex.) favours this view of the case; and however hard it may appear on the defendant, we feel ourselves bound by the authorities to hold that a plea traversing a common bailment is bad; and in this case we must give our judgment for the plaintiff.

Judgment for the plaintiff.

DAVIS v. VERNON.

In trover for title-deeds, the defendants cannot set up the supposed superior title of a stranger, a mortgagee. Agents, as well as principals, are liable for conversion; and a refusal by agents to give up the deeds, except on a condition which they have no right to annex, and which they profess to annex, not as a matter of duty to their principal, but in their own right, is evidence of a conversion.

Trover for the recovery of title-deeds: verdict for the plaintiff.

Rule *nisi*, for setting aside the verdict, and entering a nonsuit, on the following grounds:—1st, that there was not evidence of the conversion; 2nd, that the legal estate was not in the plaintiff; 3rd, that the defendants, who were solicitors, had a right to hold for their bill of costs; 4th, that the action should not have been brought against the defendants, but against their principal.

The facts of the case were these. By the operation of a fine and of recovery, bearing date the year 1810, certain estates, one of them known as the Hepton estate, which had been the exclusive property of the plaintiff before her marriage with Edward Davis, were settled, in default of appointment by Edward Davis and the plaintiff, on Edward Davis for life, remainder to the plaintiff for life, remainder to the children of the marriage. On the 8th of April, 1830, the power was executed, and the Hepton estate was mortgaged for 750*l.* and a term of 1,000 years to attend the inheritance was created and vested in one Allen. On the 2nd of September in the same year, the mortgage was assigned to Mary Davis, the appointing party; and, as the mortgage-deed contained a covenant for passing the title-deeds of the estate, while there was no such covenant in the assignment to Allen, the title-deeds were handed over to Mary Davis, and by her to her father: at all events, they got into his possession. Edward Davis had an estate in his own right, and this he mortgaged to Sir Edward Vernon (not one of the defendants), in January 1831, for the sum of 600*l.* and handed over the deeds of the other estates as collateral security. The title-deeds were deposited with the defendants, who were the solicitors of Sir Edward Vernon, and they gave the following memorandum:—"We acknowledge that the above-named documents have been deposited with us by Edward Davis, esq. as collateral security for 600*l.* advanced by Sir Edward Vernon. In September 1832, Mary Davis assigned her mortgage to John Jobson, the elder, to secure a debt which had been contracted with him by her father; but nothing was said about the title-deeds. On the 5th November in the same year, Edward Davis and the plaintiff appointed John Jobson, the younger, receiver of the rents of the Hepton estate. In March 1833, the fee was conveyed to Thomas Jobson in trust for John Jobson, the elder, by Mr. and Mrs. Davis. That conveyance does not make mention of the title-deeds. Mr. Davis having died, Mrs. Davis intimated to the defendants her intention to pay off the 600*l.* and that she should then require the deeds to be delivered up. The defendants replied, that before they could deliver up the deeds, they must insist that there be paid to them, not only what was due to Sir Edward Vernon, but what was due to themselves; and, as they persisted in refusing to give up the deeds, this action was brought. Against the rule for setting aside the verdict, cause was shewn (Feb. 9) by

R. V. Richards, Q.C. and *V. Lee*, who contended, 1st, that on the determination of the life-estate the plaintiff, and she alone, had a right to the possession of the title-deeds; 2nd, that a mortgagee, as mortgagee, has no right to the title-deeds, unless expressly conveyed to him (*Yea* v. *Field*, 2 T. R. 203; *Wiseman* v. *Westcott*, 1 Y. & J. 117); that when title-deeds relate to several estates, they are usually retained in the custody of him who owns the larger or the larger number (Sugden on Vendors, 105; 2 Preston on Conveyancing, 166; 2 Powell, 632); that the case of *Owen* v. *Knight* (4 Bing. N. C. 54) did not apply; because a Court of Equity would not enforce the execution of a defective power without a consideration, especially in the case of a *feme covert* (2 Sugden on Powers, 127), ceremonies being then matter of substance. 3rd. That the supposed right of the mortgagee being thus disposed of, the action would well lie against the defendants. 4th. That the refusal had not been absolute, but conditional only.

W. J. Smith, contrà, contended that a mortgagor cannot maintain trover while the superior title of the mortgagee exists, nor against an attorney who holds for his principal; that the *jus tertii* may be set up in an action of trover (*Locke* v. *Loveday*, 5 Scott, 508; 12 L. J. Ex. 65), and, therefore, also the right of Jobson by the present defendants, for the memorandum was not an attornment, and did not operate by way of estoppel; besides that the memorandum was dated in 1831, and the title of Jobson only accrued in 1832. The plaintiff had to shew her title; whatever negatived that was sufficient (*Phillips* v. *Robinson*, 4 Bin. 104); that the title was in Jobson or Mary Davis, and the defendants could not have answered to their principal the delivery of the deeds (*Stephens* v. *Badcock*, 3 B. & Ald. 254; *Myers* v. *Soalsby*, 2 Mod. 242; *Lane* v. *Cotton*, 12 Mod. 488); that there was no evidence of a refusal (*Green* v. *Dunn*, 3 Camp. 215, n; *Alexander* v. *Southey*, 5 B. & A. 247), which decide that an offer to pay must be absolute and unqualified (*Strong* v. *Harvey*, 3 Bin. 304; *Sutton* v. *Hawkins*, 3 C. & P. 359; ——— v. *Thompson* (2 C. & P. 50); and that it was no part of the duty of a solicitor to receive mortgage-money, or give up title-deeds deposited with him by or for his employers. (*Mune* v. *Joliffe*, 1 M. & R. 327; *Sykes* v. *Giles*, 5 M. & W. 645.) *Cur. adv. vult.*

The judgment of the Court was now pronounced by

DENMAN, C. J. to the effect following: There are three questions in this case: 1st, whether the plaintiff was entitled to maintain this action; 2nd, whether the defendants were the proper parties against whom to have brought it; 3rd, whether there was evidence of a conversion. On the first point we think that no one but Jobson can be supposed to have a claim to these title-deeds, and that he had not, because the deed of mortgage to him was silent respecting them, and, as there was no claiming under the deed of 1830, which was a good execution of the power, the delivery of the title-deeds by Mary Davis was a delivery to the plaintiff as well as her husband. The plaintiff, then, had a superior right to Jobson, and, therefore, also to a stranger, who cannot be permitted to set up a mortgagee's title. And the defendants were strangers, because their right terminated with that of the person from whom they derived it, with the life-estate of the husband. Secondly, we are of opinion that an agent is liable for conversion. *Stephens* v. *Badcock* does not apply; *Crouch* v. *White* (1 Bin. N. C.) is much more general, and shews that the action will lie. Thirdly, we are of opinion that the refusal to deliver up, except on a condition which the defendants had not the right to impose, was a conversion. This is not the case of *Alexander* v. *Southey*, for here the defendants are not principals, but agents, and rely, not on their duty to another, but on their own right. *Rule discharged.*

COURT OF COMMON PLEAS.

Saturday, June 29.

JENKYNS v. USBORN.

An unpaid vendor of an interest in a contract for the delivery of goods may, on the insolvency of the purchaser, stop the goods in transitu.

The transfer to a bonâ fide holder for value of a delivery-order, where the party transferring is not in possession of the bill of lading, does not defeat the right of stoppage in transitu.

H. and C. ordered of L. and Company, merchants at Leghorn, a quantity of beans. L. and Company shipped a larger cargo than the quantity ordered, and forwarded to the plaintiff, their agent in England, two bills of exchange, drawn on H. and C. one for the portion of the cargo ordered by H. and C. and the other for the residue, and a bill of lading for the entire cargo indorsed by the shippers in blank. The bill of lading was delivered by the plaintiff to H. and C. on their accepting the bill for that portion of the beans ordered by them; and on their declining to take the residue of the cargo and accept the other bill, the plaintiff himself accepted it, and it was paid at maturity. H. and C. wrote to the plaintiff acknowledging that the residue of the cargo belonged to him, and gave him a delivery-order on the captain for the same. The plaintiff sold his interest in the cargo to T. and handed to him the delivery-order. T. pledged the order with the defendant for a valuable consideration: afterwards, on the 1st of July, T. became a bankrupt. On 2nd of July the vessel arrived with the beans, when the plaintiff gave notice to the captain not to deliver the portion sold to T. On the 16th of July H. and C. received their division of the cargo, and on the 9th of August there was evidence of a conversion by the defendant.

Held that, T. not having paid his purchase-money, the plaintiff had a right, under the above circumstances, to stop in transitu his share of the cargo, and that he had duly exercised that right.

Held also, that on the delivery to H. and C. of their share of the cargo, the residue became vested in the plaintiff, and that he might therefore maintain trover for a subsequent conversion.

This was an action of trover, in which a verdict had been taken for the plaintiff for 320*l.* 11s. 9d. as the amount of damages, subject to the opinion of the Court on a special case, from which it appeared that Messrs. Hunter and Coventry, English merchants, had ordered of Messrs. John Lloyd and Company, merchants at Leghorn, a quantity of Saxon beans. Lloyd and Company shipped a larger quantity than was ordered, and transmitted to the plaintiff, who was their general agent in this country, two bills of exchange drawn on Hunter and Coventry—one for 539*l.* 9s. 1d. being the amount to be paid for the beans ordered by Hunter and Coventry; and the other for 317*l.* 14s. 6d. the value of the residue of the cargo of beans, consisting of 1,442 sacks and three-fourths of a sack, together with a bill of lading, which covered the whole shipment, and was made out to the order of the shippers, and indorsed in blank by Lloyd and Company. Hunter and Coventry accepted the bill drawn on them for 539*l.* 9s. 1d. but declined to take the residue of the cargo and to accept the other bill. The plaintiff upon this delivered the bill of lading to Hunter and Coventry, and accepted himself the bill for 317*l.* 14s. 6d. which was afterwards paid at maturity to the house of Lloyd and Company at Leghorn; and Hunter and Coventry wrote a letter to the plaintiff, dated 24th of May, 1841, by which they acknowledged that that portion of the beans for which the bill for 317*l.* 14s. 6d. was drawn belonged to the plaintiff, and handed to him a delivery-order to receive these beans. The order was addressed to the captain of the vessel (*The Agnes*), and authorized him to deliver 1,442 sacks and three-fourths of Saxon beans to the bearer. The plaintiff sold to one Thomas his interest in the smaller portion of the cargo (being that for which the bill for 317*l.* 14s. 6d. had been drawn), and sent to Thomas, for his acceptance, a bill drawn on him by John Lloyd (who happened then to be in England), in the name of the firm John Lloyd and Company, and which was indorsed by them to the plaintiff. Upon the purchase by Thomas, the delivery-order from Hunter and Coventry was handed to him by the plaintiff; and Thomas subsequently transferred this order to the defendant as a security for an advance of money, which was, upon the faith of such order, made to him by the defendant. Afterwards, on the 1st of July, 1841, a fiat in bankruptcy issued against Thomas. On the 2nd of July *The Agnes* arrived with the cargo of beans, and thereupon the plaintiff gave notice to the captain not to deliver the 1,442 sacks and three-quarters, on receiving the delivery order given by Hunter and Coventry. The captain being indemnified by the defendant, refused to comply with this, and to deliver these beans to the plaintiff.

On the 16th July 1841, that portion of the cargo which belonged to Hunter and Coventry was del-

vered to them, and afterwards, on the 9th August, the conversion of the beans by the defendant took place, there being on that day a formal demand and refusal.

The case was argued in Easter Term last by *Shee*, Serjt. (with *Addison*), for the plaintiff, and

Byles, Serjt. (with *Ogle*), for the defendant, when the following cases were cited: *Brandt* v. *Bowlby* (2 B. & Ad. 932); *Mitchell* v. *Ede* (11 Ad. & Ell. 888); *Haille* v. *Smith* (1 Bos. & P. 563); *Anderson* v. *Clark* (2 Bing. 20); *Bryans* v. *Nix* (4 M. & W. 775); *Evans* v. *Nicol* (3 M. & G. 614); *Akerman* v. *Humphrey* (1 C. & P. 53); *Tucker* v. *Humphrey* (4 Bing. 516); Abbott on Shipping, 7th ed. p. 526; *Litt* v. *Cowley* (7 Taunt. 169); *Whitehead* v. *Anderson* (9 M. & W. 518); *Morison* v. *Gray* (2 Bing. 260); and *Re Westzinthus and Others* (5 B. & Ad. 817).

Cur. adv. vult.

TINDAL, C. J. now delivered the judgment of the Court.—This was an action of *trover*, in which the plaintiff sought to recover the value of a quantity of beans under the circumstances stated in a special case. On the part of the defendant it was contended that by the indorsement of the bill of lading by John and Thomas Lloyd to Hunter and Coventry, coupled with the acceptance by Hunter and Coventry of a bill of exchange for 539*l.* in payment of that part of the cargo which equalled the amount of their order, the property in the whole cargo was transferred to Hunter and Coventry, and that there could be no property in the plaintiff as agent to Lloyd and Co. or in his own right. We cannot, however, agree to this proposition. The delivery of a bill of lading indorsed, as was done in this case, puts it in the power of the indorsee to transfer the property to a *bonâ fide* purchaser for a valuable consideration, and that deprives the original owner of any right of stoppage *in transitu;* but, as between the original parties, the consignor and consignee, the question, whether the property passed, will depend on what the real intention of the contract was. If Messrs. Hunter and Coventry had accepted the two bills of exchange drawn on them, the property in the whole cargo would have passed to them; but they declined to do so, and entered into an agreement with the plaintiff, the nature of which is to be collected from the letter of the 24th May, 1841, and the delivery order made in pursuance thereof. This agreement, so far as the assent of John and Thos. Lloyd is necessary to give validity to it, appears to us to have been sufficient, and was ratified by them, inasmuch as the bill of exchange accepted by the plaintiff, which was in their hands, is shewn to have been paid to them by the plaintiff—a fact which is quite inconsistent with the notion of the plaintiff having acted merely as their agent in accepting the bill. The effect of this agreement, then, appears to us to have been to give the right to Hunter and Coventry to take possession of and receive their proportion of the cargo on the ship's arrival, and to the plaintiff a right to receive the residue. It was further contended on behalf of the defendant, that, supposing the interest should have been held to have passed to the plaintiff under this agreement, still no particular specific amount of the cargo passed to him, and consequently that there was no such property in the plaintiff as was necessary to support an action of trover. Upon the part of the plaintiff it was admitted that, until the division of the cargo between Hunter and Coventry and the plaintiff, there was no specific appropriation of any part of the cargo to the plaintiff; but it was contended, and we think rightly contended, that on the delivery to Hunter and Coventry of their share of the property, the residue of the cargo was vested in the plaintiff, who might therefore well maintain this action for the subsequent conversion, provided he had a right to stop the goods *in transitu*, and he duly exercised that right. The general right of an unpaid vendor of goods to stop *in transitu*, notwithstanding the acceptance of bills for the value of the goods, was not and could not be disputed. (*Feise and Another* v. *Wray*, 3 East, 93.) But it was objected, that it is only the owner of the goods who could exercise this right; that the property in the goods had not vested in the plaintiff at the time of the stoppage, but only the interest in the right to receive a certain portion of the cargo to be afterwards ascertained and appropriated to the parties interested. But we see no sound distinction with reference to the right of stopping *in transitu* between the sale of the goods of which the party is the vendor, and the sale of the interest which he has in a contract for the delivery of the goods to him: if he may rescind the contract in the one case, on the insolvency of the purchaser, he must, by parity of reasoning, have a right to rescind it also in the other. But it is further objected, that the agreement between the plaintiff and Thomas, coupled with the delivery-order by the indorsee of the bill of lading, and the subsequent transfer of the right of Thomas to the defendant, for a valuable consideration, put an end to the right of stoppage *in transitu*. Such an agreement was treated as equivalent to an actual assignment of the bill of lading, which, if made to a *bonâ fide* purchaser for value, would have that effect. The actual giving of the indorsed bill of lading might undoubtedly, by indorsement, transfer a greater right than he himself has. It is at variance with the general principle of law that a man should be allowed to transfer to another a right which he has not; but the exception is founded on the nature of the instrument in question; which being, like a bill of exchange, a negotiable instrument, for the general convenience of commerce, has been allowed to have an effect at variance with the ordinary principles of law; but this operation of a bill being derived from its negotiable quality, appears to us to be confined to a case where the person who transfers the right is himself in possession of the bill of lading, so as to be in a situation to transfer the instrument itself, which is the symbol of the property. In the present case, Thomas was not in possession of the bill of lading; he had only an order on the captain to deliver the goods on their arrival; and when, under the circumstances stated in the case, that order was handed over to the defendants, it appears, that though the interest in the contract passed, the interest in the goods did not pass as it would have done if the transfer had been by the assignment of the bill of lading; but such interest in the goods was still liable to be determined by the insolvency of Thomas on a proper exercise of the right of stopping *in transitu*. No case has been found exactly resembling the present; but the observations of Burrough, J. in the case of *Akerman* v. *Humphrey* (1 Car. & P. 53), appear to us to be very applicable to the present case. In that case, certain goods had been consigned by Dent to Hutchinson, the invoice had been sent to him, and a shipping-note, apprising him that the goods had been shipped on board for him at Hayes's wharf. Hutchinson handed over the shipping-note to Akerman, as a security for the money advanced by Akerman, and gave him an order on the wharfinger to deliver the goods on their arrival. Hutchinson became insolvent, and the goods were stopped *in transitu*. Burrough, J. said, "I do not think the giving of the shipping-note and the delivery order to the plaintiff made a change of the property, and I think the shipping-note does not amount to a bill of lading; a bill of lading is exactly like a bill of exchange, and the property it refers to passes by indorsement on it, but not by delivery of it without indorsement. I do not think that this shipping-note, from the nature of it, is indorsable, and here, in point of fact, it is not indorsed; therefore, in my judgment, that is no change of property." Another objection to the plaintiff's right to recover was slightly glanced at, though apparently but little relied upon, namely, that Thomas was the person intrusted with the delivery-order within the meaning of the 6 Geo. 4, c. 94, s. 3, and is capable of making a valid claim. We think there is no ground for this objection, for the Act appears to us intended only to apply to persons intrusted with such documents in the capacity of factors or agents, and Thomas was in possession of the documents in question, not as the agent of another, but in his own right; on the whole, we think, for the reasons we have assigned, that none of the objections which have been urged can be sustained, and, consequently, there will be *Judgment for the plaintiff.*

BONZI and ANOTHER *v.* STEWART.

Trover for bales of silk—Plea, that D. and Co. the factors of the plaintiffs, were intrusted by the plaintiff with certain dock-warrants for the delivery of the bales of silk, and that D. and Co. had applied to the defendant for an advance of money on the said bales of silk, and that it was agreed between D. and Co. and the defendant to pledge with the defendant the said bales of silk, as a security for the money. That, in pursuance of such agreement, the bales of silk were pledged, and the dock-warrants delivered to the defendant, who advanced thereon the money, without notice that D. and Co. were not the actual owners of the bales of silk. Replication, that D. and Co. were not so intrusted by the plaintiffs with the said dock-warrants, nor did D. and Co. so agree with the defendant to pledge the said bales in manner and form, &c. Held, on special demurrer, that the replication was bad for duplicity.

The declaration was in *trover* for bales of silk.

The defendant, among other pleas, pleaded,—thirdly, as to four of such bales, that certain persons using the firm, &c. of Douglas, Anderson, and Co. were the factors of the plaintiffs, and that the said Douglas and Co. were intrusted by the plaintiffs with, and were in possession of, four dock-warrants for the delivery of the said four bales of silk, and that Douglas and Co. being so intrusted, applied to the defendant for the advance of a certain sum of money upon the pledge of the said four bales of silk. The plea then set out an agreement between Douglas and Co. and the defendant, to pledge with the defendant the four bales of silk as a security for the money to be advanced, and then, that Douglas and Co. in pursuance of such agreement, did pledge the four bales of silk, and deliver to the defendant the four dock-warrants, as security for the money advanced; and that the defendant advanced such money on the faith of such dock-warrants, and had not notice that Douglas and Co. were not the actual owners of the said bales. The plaintiffs replied, that Douglas and Co. were not so intrusted by the plaintiffs with the said dock-warrants, nor did Douglas and Co. so agree with the defendant to pledge the said bales in manner and form, &c. To this replication the defendant demurred specially, on the ground of duplicity.

Shee, Serjt. for the defendant, and Sir *Thomas Wilde*, for the plaintiff, argued this demurrer in Easter Term last, when the following cases were referred to: *Robinson* v. *Rayley* (1 Burr. 316); *Bell* v. *Tuckett* (3 M. & G. 785); *Bennison* v. *Thelwell* (7 M.&W. 512); *Purchell* v. *Salter* (1 Q. B. 209); *Webb* v. *Weatherby* (1 Bing. N. C. 502); *Brogden* v. *Marriott* (2 Bing. N. C. 473); *Pigeon* v. *Osborn* (12 Ad. & Ell. 715); *Selby* v. *Bardons* (3 B. & Ad. 1); *O'Brien* v. *Saxon* (2 B. & C. 908); *Carr* v. *Hinchliff* (4 B. & C. 547); *Isaac* v. *Farrer* (1 M. & W. 65); *Humphreys* v. *Churchman* (Rep. temp. Hard. 289).

Cur. adv. vult.

Judgment of the Court was now delivered by

TINDAL, C. J.—This was an action of *trover*, to which the defendant pleaded various pleas; the plaintiff having replied, the defendant has demurred to the replication to the third, fourth, fifth, sixth, and seventh pleas; and as the same question arises on each of the replications, it is sufficient to advert to the third plea and the replication thereto. That replication was objected to on the ground that it is double, and puts in issue two separate and independent facts, either of which, it is contended, if separately traversed, affords a complete answer to the plea; namely, the fact of Douglas, Anderson, and Co. being intrusted with the dock-warrants mentioned in the plea, and also the fact of their agreeing to pledge the bales of silk that are described in those dock-warrants. As a general proposition, it cannot be denied that a number of facts may be so connected together as to form but one point of defence so as to admit of their all being put in one and the same traverse; a familiar illustration of which rule occurs where the assignees of a bankrupt sue in trover, and the plaintiffs allege that they were possessed as assignees; the defendants may plead that the plaintiffs were not possessed as assignees, thereby putting in issue the whole of that complicated chain of facts which go to constitute their valid title as assignees. The difficulty, however, arises, not in laying down the rule, which is well established, but in the application of it to each particular case. It is frequently a matter of difficulty to say whether several facts that go towards the constituting of the defence are so connected together as to form one complex point of defence so as to admit of their being joined in one traverse, or that several of these facts, together constituting a defence, are so disconnected that the opposite party is obliged to select some one single isolated fact, and traverse it, thereby admitting all the rest. In *Robinson* v. *Rayley* (1 Burr. 316), which is a leading case on the subject, the defendant to an action of *trespass quare clausum fregit* appears to have pleaded "*prescriptive right of common*," by which he put the cattle into the close in question, being his own commonable cattle, *levant* and *couchant;* the plaintiff traversed that they were his own commonable cattle *levant* and *couchant*, and the Court held that the whole complex proposition was capable of being joined in one traverse. This case has been followed by many others cited in the argument, namely, *Bennison* v. *Thelwell*, *Purchell* v. *Salter*, *Pigeon* v. *Osborn*, *Bell* v. *Tuckett*, and others. It is not necessary to examine these cases in detail, because the principle on which they proceed is not disputed, but only the application of that principle to the present case. The plea in this case alleges—[his lordship here read the plea]. The question is, whether the two allegations in this plea—namely, that Douglas, Anderson, and Co. were intrusted with the dock-warrants mentioned in the plea, and that they agreed to pledge the silk mentioned in those dock-warrants—do constitute one point of defence, or whether the plea consists of two separate and independent allegations, each of which, if traversed singly, is an answer to the plea; and we think those allegations in the plea are of the latter description, and are allegations of facts independent of each other. The denial that the factors were intrusted with the dock-warrants is a complete answer to the plea, and, if found for the plaintiffs, would entitle them to a verdict. Again, the denial that they agreed to pledge the silks with the defendant, is a complete answer to the plea, and, if proved for the plaintiffs, entitles them to a verdict. In the case of *Robinson* v. *Rayley*, which has been alluded to, where the defendant alleges that the cattle turned into the *locus in quo* were his own commonable cattle, *levant* and *couchant*, he is giving the same description of the same cattle, and the replication only denies the truth of his entire description of the same cattle; but, in the present case, the defence consists of two separate facts, arising and happening at different times—the intrusting to the factors by the plaintiff at one time, and the agreement made between the factors and the defendant, at another time, to pledge the articles: each of those facts being independent of the other, and having with it no necessary connection. The present case resembles very nearly the case *De Wolf and Another* v. *Bevan and Another*,(a) determined in the Court

(a) 3 Law T. 231.

of Exchequer last term. For the reasons above given, we think the replication is too large, and ought not to be allowed; but we think it is not unreasonable, where the question is one of considerable nicety, that the plaintiffs should be at liberty to amend their replication on payment of costs, if they should be so advised, and to take issue on either of the separate allegations in the plea; otherwise,

Judgment for the defendant.

COURT OF EXCHEQUER.

Saturday, July 6.

LYON *v.* REED.

JUDGMENT.

[Note by the EDITOR.—In consequence of the great importance of this case, we hasten to give, instead of our usual brief notes, the *verbatim* report of the judgment, which was taken for the *Real Property Reports* of the *Verulam Society*. The arguments and cases cited will be set out at length in the *Verulam Reports*. The judgment contains a statement of the facts and will be sufficient for the purpose here. The importance of this case must be our apology for trespassing so largely upon our columns.]

Where reversions or incorporeal hereditaments which pass only by deed are disposed of, there cannot be a surrender of a lease by act and operation of law.

PARKE, B. delivered the judgment of the Court.—This was a special case, which was argued in Easter Term. It was an action of debt by the plaintiff, as assignee of the reversion of certain houses and rope-walks at Shadwell, which were held under a lease from the Dean of St. Paul's, against the defendants, who are executors of one Shakespeare Reed, deceased. The plaintiff claims from the defendants nineteen years of rent, accrued due between Christmas 1820, and Christmas 1839, partly in the lifetime of Shakespeare Reed, who held the premises during his life, and partly since his decease, while the premises were in the possession of the defendants, his executors. The material facts of this case are as follows:—The premises in question are parcel of the possessions of the Dean of St. Paul's, and it appears, on the 26th of December, 1803, the then dean demised a large estate at Shadwell, including the house and premises in question, to two persons of the names of Ord and Planta, for a term of forty years, commencing at Christmas 1803, and which would therefore expire at Christmas 1843. On the 24th of March, 1808, Ord and Planta made an underlease of the premises in question to Shakespeare Reed for thirty-four years, commencing from Christmas 1807, so that the term created by this underlease would expire at Christmas 1841, leaving a reversion of two years in Ord and Planta. The rent sought to be recovered is the rent which accrued due on the underlease between Christmas 1820 and Christmas 1839. It appears that, previously to the month of October 1811, Robert Hentshaw Barber and Francis Charles Parry were appointed by the Court of Chancery trustees for the Bowes family in the place of Ord and Planta, who had been formerly trustees, and by an indenture, dated 3rd of October, 1811, indorsed on the lease of 1803, all the property at Shadwell demised by that lease was assigned by Ord and Planta to Barber and Parry, the trustees succeeding them. Soon after this assignment, the Bowes family appear to have negotiated with the Dean of St. Paul's for a renewal of the lease of 1803, and, accordingly, a new lease was executed by the dean, dated on the 7th April, 1812, for a term of forty years, from Christmas 1811, and which term would, therefore, endure to Christmas 1851. This lease, unfortunately, instead of being made to Barber and Parry, the new trustees, in whom the old term (subject to the underlease to Reed) was vested, was made to Ord and Planta, the old trustees; the fact of the change of trustees and the assignment of the 3rd October, 1811, having at the time escaped observation. In this state of things a private Act of Parliament was passed, enabling the dean and his successors for the time being to grant leases of the Shadwell estate to the trustees of the Bowes family, for successive terms of ninety-nine years, renewable for ever. This Act, which is entitled "An Act to enable the Dean of St. Paul's, London, to grant leases of messuages, tenements, lands, and hereditaments in the parish of Saint Paul, Shadwell, in the county of Middlesex, and to enable the lessees to grant subleases for building on and repairing that estate," and which received the Royal assent on the 22nd July, 1812, begins by reciting the will of Mary Bowes, whereby she bequeathed her leasehold estate at Shadwell, held under the Dean of St. Paul's (being the estate afterwards demised by the leases of 26th December, 1803 and the 7th April, 1812), to Ord and Planta on certain trusts for the Bowes family; and then, after reciting the lease of the 7th of April, 1812, and after stating that it would, for the reasons therein mentioned, be beneficial to all parties that the dean should be empowered to grant long leases of the Shadwell property perpetually renewable; and further stating that Ord and Planta were desirous of being discharged from their trust, and that John Osborn and John Burt had agreed to act as trustees in their place; it enacted that it should be lawful for the dean and his successors for the time being, and he and they are thereby *required*, on a surrender of the existing lease, to demise the Shadwell estate to Osborn and Burt, their executors, administrators, and assigns, for a term of ninety-nine years, and at the end of every fifty years to grant a new lease on payment of a nominal fine, with various provisions (which it is is unnecessary to state) for securing to the dean and his successors a proportion of all improved rents to be thereafter obtained; and by the second section of the Act it is enacted that immediately on the execution by the dean of the first lease for ninety-nine years, to be granted in pursuance of the Act, the lease of the 7th April, 1812, should become void. It is plain from the provisions contained in this Act, that the persons by whom it was obtained were not aware, or had forgotten, that in the month of October preceding Ord and Planta had assigned their interests in the property to Barber and Parry, the new trustees appointed by the Court of Chancery. In pursuance of the Act of Parliament, by an indenture of three parts, dated the 31st day of August, 1812, and made between the dean of the first part, Thomas Bowes (the party beneficially interested for his life) of the second part, and Osborn and Burt of the third part, the dean demised the Shadwell property to Osborn and Burt for a term of ninety-nine years, and the demise is expressed to be made as well in consideration of the surrender of the lease of the 7th April, 1812, "*being the lease last existing*," as also of the rents and covenants, &c. Mr. Bowes, and Osborn and Burt, his trustees, appear to have discovered, some time before the month of January 1814, the mistake into which they had fallen, and, for the purpose of curing this defect, two further deeds were then executed. By the former of those deeds, which bears date the 6th January, 1814, made between Barber and Parry of the one part, and the dean of the other part, reciting that at the time of the granting of the lease of the 7th of April, 1812, the estate and interest created by the original demise of the 26th of December, 1803, was vested in Barber and Parry; and also reciting that the fact of the assignment to them by the deed of the 3rd of October, 1811, was not known to the parties by whom the said act was solicited; it is witnessed that Barber and Parry did bargain, sell, and surrender to the dean the whole of the said Shadwell estate, to the intent that the term of forty years, created by the lease of the 26th December, 1803, might be merged in the freehold, and that the dean might execute a new lease to Osborn and Burt, according to the said Act. By the other deed, which bears date the 29th January, 1814, and is made between the dean of the first part, and the said Thomas Bowes of the second part, and the said Osborn and Burt of the third part, the dean, *in consideration* of the *effectual* surrender of the two prior leases of the 26th December, 1803, and 7th of April, 1812, and for the other considerations therein mentioned, demised the Shadwell estate, pursuant to the said Act of Parliament, to Osborn and Burt, their executors, administrators, and assignees, for a term of ninety-nine years. The interest of Osborn and Burt, under these two leases to them has, by various assignments, become vested in the plaintiff, and there can be no doubt that he is as well entitled to receive the rent in question in this action as Osborn and Burt would have been.

Such being the principal facts, we must consider how they bear on the several issues raised by the pleadings. The declaration, after stating the demise from the dean to Ord and Planta in 1803, and the underlease from them to Reed in 1808, goes on to state that by the deed of the 3rd of October, 1811, Ord and Planta assigned all their interest in the premises to Barber and Parry, and that the dean, being seized of the reversion expectant on the term of forty years so assigned to Barber and Parry by the indenture of the 31st of August, 1812, demised the premises to Osborn and Burt for a term of ninety-nine years, by virtue whereof they became entitled to the reversion for that term. The declaration then goes on to state that, by the indenture of the 6th January, 1814, Barber and Parry assigned their interest to the dean, to the intent that he might grant a new lease to Osborn and Burt, and that afterwards, on the 29th of January, 1814, the dean, by the indenture of that date, made a new demise of the premises to Osborn and Burt for a fresh term of ninety-nine years, they by the same indenture surrendering the former term created by the demise of the 31st of August, 1812. The declaration then traces the title in the present plaintiff by assignment from Osborn and Burt previously to Christmas 1820, and so claims title to the rent accrued due after that date. To this declaration the defendants pleaded six pleas: 1st. A plea traversing the averment, that at the time of the demise to Osborn and Burt of the 31st of August, 1812, the dean was seized in fee of the reversion. 2ndly. A plea traversing that demise. 3rdly. A plea, traversing the assignment by Barber and Parry to the dean, to the intent that he might grant a new lease to Osborn and Burt. 4thly. A plea, traversing the surrender by Osborn and Burt of the first term of ninety-nine years. 5thly. A special plea, stating the indenture of the 7th of April, 1812, whereby Ord and Planta became entitled to the reversion for forty years from Christmas, 1811, and continued until, up to, and after the execution of the indenture of the 29th of January, 1814. 6thly. A plea, traversing the demise to Osborn and Burt by the indenture of the 29th of January, 1814. Issue was joined on all the pleas except the fifth, and to that the plaintiff replied, that after the making of the lease of the 7th of April, 1812, and before the lease of the 31st of August, 1812, a private Act of Parliament was passed, authorizing the dean, on the surrender of the existing lease, to grant a lease for ninety-nine years to Osborn and Burt; and the replication then avers that the lease of the 31st of August, 1812, was duly made in pursuance of the Act, and that at the time when it was made, the lease of the 7th of April, 1812, was duly surrendered. To this the defendant rejoins, traversing the surrender of the lease of the 7th of April, 1812, and on this issue was joined. The second, third, and sixth issues, it will be observed, are mere traverses of the execution of deeds which are found by the special case to have been duly executed, and as the traverse merely puts in issue the fact of the execution, and not the validity of the deeds, or the competency of the parties to make them, the verdict in those issues certainly must be entered for the plaintiff, and also that on the fourth issue, whereby the defendant traverses the surrender by Osborn and Burt of the first term of 99 years, on the demise of the second term being made to them. It is quite clear that the acceptance of the second demise was of itself a surrender in law of the first, even if no surrender, in fact, was made. For whom, then, is the verdict on the remaining issues, the first and fifth, to be entered? The issue on the fifth plea is, it will be observed, whether the lease of the 7th of April, 1812, was duly surrendered at the time of the making of the indenture of the 31st August, 1812; and the issue on the first plea is substantially the same; for if the plaintiff succeeds in shewing that the indenture of the 7th of April, 1812, was duly surrendered, as set forth in his declaration, then it follows that the dean was at that time seized of the reversion; and so the plaintiff must succeed on the first issue. If, on the other hand, he fails on the fifth issue, he must also fail on the first. The real question, therefore, for our consideration is, whether the plaintiff has succeeded in shewing that the term of the 7th April was surrendered previously to the execution of the indenture of the 31st August, 1812. On this subject it was argued by the counsel for the plaintiff, 1st, that the circumstances of the case warranted the conclusion that there was an actual surrender in fact; and, if that be not so, then, 2ndly, that they prove conclusively a surrender in point of law. We will consider each of these propositions separately. And, first, as to a surrender in fact; the subject-matter of the lease of the 7th April, 1812, was, it must be observed, a reversion; a matter, therefore, lying in grant, and not in livery, and of which, therefore, there could be no valid surrender, in fact, otherwise than by deed; and on this part of his case, therefore, the plaintiff must make out that, before the execution of the first lease for ninety-nine years, Ord and Planta, by some deed, not now forthcoming, assigned or surrendered to the dean the interest which they had acquired under the lease of the 7th of April. But what is there to warrant us in holding that any such deed was ever executed? *Primâ facie*, a person setting up a deed in support of his title is bound to produce it; but, undoubtedly, this general obligation admits of many exceptions. Where there has been long enjoyment of any right which could have had no lawful origin except by deed, there, in favour of such enjoyment, all necessary deeds may be presumed, in the absence of any thing to negative such presumption. Has there, then, in this case, been any such enjoyment as may render it unnecessary to shew the deed on which it has been founded? The only fact, as to enjoyment, stated in the case, has precisely an opposite tendency: it is stated, so far as relates to the property, the rent of which forms the subject of this action, namely, the houses, &c. underlet to Reed, that no rent has ever been paid, and, therefore, as to that portion of the property included in the lease of April 1812, there has certainly been no enjoyment inconsistent with the hypothesis that that lease was not surrendered. The circumstances on which the plaintiff mainly relies as establishing the fact of a surrender by deed, are the statements in the two leases to Osborn and Burt, that they were made in consideration, *inter alia*, of the surrender of the lease of the 7th of April, and the fact of that lease being found among the dean's muniments of title. These circumstances, however, appear to us to be entitled to very little weight. The ordinary course pursued, on the renewal of a lease, is for the lessee to deliver up the old lease on receiving the new one, which usually states that it is made in consideration of the surrender of the old one. No surrender by deed is necessary where, as is commonly the case, the former lessee takes the new lease; and all which is ordinarily done to warrant the statement of the surrender of the old lease,

as part of the consideration for granting the new one is, that the old lease itself, *i. e. the parchment on which it is ingrossed*, is delivered up. Such surrender affords strong evidence that the new lease has been accepted by the old tenant, and such acceptance undoubtedly operates as a surrender by operation of law, and so both parties get all which they require. We collect from the documents that this was the course pursued on occasion of making the lease of the 26th December, 1803, and the lease of the 7th April, 1812; and we see nothing whatever to warrant the conclusion that any thing else was done on occasion of making the lease to Osborn and Burt. When a surrender by deed was understood by the parties to be necessary, as it was with reference to the term assigned to Barber and Parry, where it was regularly made, the deed of surrender being indorsed in the lease itself, there is no reason for supposing that the same course would not have been pursued as to the lease of April 1812, if the parties had considered it necessary; if any surrender had been made, no doubt the deed would have been found with the other muniments of title. But no such deed of surrender is forthcoming, and we see nothing to justify us in presuming that any such deed ever did exist. We may add that the statement in the new lease of the surrender of the old one cannot certainly of itself afford any evidence against the present defendants, who are altogether strangers to the deed in which those statements occur. It remains to consider whether, although there may have been no surrender in fact, the circumstances of the case will warrant us in holding that there was a surrender by act and operation of law. On the part of the plaintiff, it was contended that there is sufficient to justify us in such a conclusion; for, it is said, the fact of the lease of the 7th of April, 1812, being found in the possession of the dean, even if it does not go to the length of establishing a surrender by deed, yet it furnishes very strong evidence to shew that the new lease granted to Osborn and Burt was made with the consent of Ord and Planta, the lessees under the deed of the 7th of April, 1812; and this, it is contended, on the authority of *Thomas* v. *Cookes* (2 B. & Ald. 119), and *Walker* v. *Richardson* (2 M. & W. 882), is sufficient to cause a surrender by operation of law. In order to ascertain how far those two cases can be relied on as authorities, we must consider what is meant by a surrender by operation of law. This term is applied to cases where the owner of a particular estate has been a party to some act, the validity of which he is by law afterwards estopped from disputing, and which would not be valid if his particular estate had continued to exist. There the law treats the doing of such act as amounting to a surrender. Thus, if a lessee for years accept a new lease from his lessor, he is stopped from saying that his lessor had not power to make the new lease; and as the lessor could not do this until the prior lease had been surrendered, the law says that the acceptance of such new lease is of itself a surrender of the former. So, if there be tenant for life, remainder to another in fee, and the remainder-man comes on the land and makes a feoffment to the tenant for life, who accepts livery thereon, the tenant for life is thereby estopped from disputing the seizin in fee of the remainder-man, and so the law says that such acceptance of livery amounts to a surrender of his life estate. Again, if tenant for years accepts from his lessor a grant of the rent issuing out of the land, and payable during the term, he is thereby estopped from disputing his lessor's right to grant the rent; and as this could not be done during his term, therefore he is deemed in law to have surrendered his term to the lessor. It is needless to multiply examples. All the old cases will be found to depend on the principle to which we have adverted, namely, an act done by or to the owner of a particular estate, the validity of which he is estopped from disputing, and which could not have been done if the particular estate continued to exist; the law there says that the act itself amounts to a surrender. In such case, it will be observed, there can be no question of intention. The surrender is not the result of *intention*. It takes place independently, and in spite of intention. Thus, in the cases which we have adverted to, of a lessee taking a second lease from the lessor, or a tenant for life accepting a feoffment from the party in remainder, or a lessee accepting a rent-charge from his lessor, it would not at all alter the case to shew that there was no intention to surrender the particular estate, or even that there was an express intention to keep it unsurrendered; in all these cases the surrender would be an act of the law, and would prevail in spite of the intention of the parties. These principles are all clearly deducible from the cases and doctrine laid down in Roll, and collected in Viner's Abridgment, title Surrender F. & G. and in Comyn's Digest, title Surrender, T. & T. 2, and the authorities there referred to. But in all these cases it is to be observed the owner of the particular estate, by granting or accepting an estate or interest, is a party to the act, which operates as a surrender; that he agrees to an act done by the reversioner, is not sufficient. Brooke, in his Abridgment, title Surrender, pl. 46, questions the dictum of Prowick, who says, "If a termor agrees that the reversioner shall make a feoffment to a stranger, this is a surrender;" and says he believes it is not law; and the contrary was expressly decided in the case of *Swift* v. *Heath* (Carthew, 110), where it was held that the consent of the tenant for life to the remainder-man making a feoffment to a stranger did not amount to a surrender of the estate for life; and to the same effect are the authorities in Viner's Abridgment, Surrender, F. 3 & 4. If we apply these principles to the case now before us, it will be seen that they do not at all warrant the conclusion that there was a surrender of the lease of the 7th of April, 1812, by act and operation of law. Even adopting, as we do, the argument of the plaintiff that the delivery up by Ord and Planta of the lease in question affords cogent evidence of their having consented to the making of the new lease, still there is an estoppel in such a case. It is an act, which, like any other ordinary act *in pais*, is capable of being explained, and its effect must, therefore, depend not on any legal consequence necessarily attaching on and arising out of the act itself, but on the *intention* of the parties. Before the Statute of Frauds, the tenant in possession of a corporeal hereditament might surrender his term by parol, and, therefore, the circumstance of his delivering up his lease to the lessor might afford strong evidence of a surrender in fact, but certainly could not, on the principle to be gathered from the authorities, amount to a surrender by operation of law, which does not depend on intention at all. On all these grounds, we are of opinion that there was in this case no surrender by operation of law, and we should have considered the case as quite clear, had it not been for some modern cases, to which we must now advert. The first case, we believe, in which any intimation is given that there could be a surrender by act and operation of law by a demise from the reversioner to a stranger, with the consent of the lessee, is that of *Stone* v. *Whiting* (2 Starkie, 236), in which Holroyd, J. intimated his opinion that there could; but there was no decision, and he reserved the point. This was followed soon afterwards by *Thomas* v. *Cooke*, reported in 2 Starkie, 408, and 2 B. & Ald. 119. That was an action of debt by a landlord against his tenant from year to year, under a parol demise. The defence was, that the defendant Cook, the tenant, had put another person (Parkes) in possession, and that Thomas, the plaintiff, with the assent of Cook, the defendant, had accepted Parkes as his tenant, and that so the tenancy of Cook had been determined. The Court of King's Bench held that the tenancy was determined by act and operation of law. It is matter of great regret that a case involving a question of so much importance and nicety should have been decided by refusing a motion for a new trial. Had the case been put into a train for any solemn argument, we cannot but think that many considerations might have been suggested which would have led the Court to pause before they came to the decision at which they arrived. Mr. Justice Bayley, in his judgment, says the jury were right in finding that the original tenant assented; because, he says, it was clearly for his benefit; an observation which shews very forcibly the uncertainty which the doctrine is calculated to create. The acts in *pais* which bind parties by *way of estoppel*, are but few, and are pointed out by Lord Coke (Co. Lyt. 352, a). They are all acts which anciently really were, and in contemplation of law, have always continued to be, acts of notoriety; not less formal and solemn than the execution of a deed, such as *livery, entry, acceptance of an estate*, and the like. Whether a party had or had not concurred in an act of this sort was deemed a matter which there could be no difficulty in ascertaining, and then the legal consequences followed. But in what uncertainty and peril will titles be placed if they are liable to be affected by such accidents as those alluded to by Mr. Justice Bayley. If the doctrine of *Thomas* v. *Cooke* should be extended, it may very much affect titles to long terms of years, such as mortgage terms, in which it frequently happens that there is a consent, express or implied, by the legal term, or a demise from the mortgagor to a third person. To hold that such a transaction could, under any circumstances, amount to a surrender by operation of law, would be attended with most serious consequences. The case of *Thomas* v. *Cooke* has been followed by others, and acted upon to a considerable extent; whatever doubt, therefore, we might feel as to the propriety of the decision, that in such a case there was a surrender by act and operation of law, we should probably not have felt ourselves justified in overruling it; and perhaps the case itself, and others of the same description, might be supported upon the ground of the actual occupation by the landlord's new tenant, which would have the effect of eviction by the landlord himself, in suspending the rent or compensation for use and occupation during the continuance of that occupation. But we feel fully warranted in not extending the doctrine of that case, which is open to so much doubt, especially as such a course might be attended with very mischievous consequences to the security of titles. If, in compliance with these cases, we hold that there is a surrender by act and operation of law, where the estates dealt with are corporeal and in possession, and of which demises may therefore be made by parol or writing, and where there is an open and notorious shifting of the actual possession, it does not follow that we should adopt the same doctrine, where reversions or incorporeal hereditaments are disposed of, which pass only by deed. With respect to these, we think we ought to abide by the ancient rules of the common law, which have not been broken in upon by any modern decision; for that of *Walker* v. *Richardson*, in 2 M. & W. 882, which has been much relied on in argument, is not to be considered as an authority in this respect, inasmuch as the distinction, that the right to title lay in grant, was never urged, and probably could not have been with success, as the leases perhaps passed the interest in the soil itself. Moreover, *according to the report of that case*, it would seem that the new lessees, before they accepted their lease, had become entitled to the old lease by an actual assignment from the old lessee. There could of course be no doubt, if this were so, that the old lease was destroyed by the grant and acceptance of the new one. It is, however, right to say, that we believe this statement to have crept into the report inadvertently, and that there was not in fact any such assignment.

The result of our anxious consideration of this case is, that the verdict on the issues on the first plea, and on the rejoinder to the replication to the fifth plea, must be entered up for the defendant; and as those pleas go to the whole cause of action, the judgment must be for him. In the case as it was originally stated, it did not appear that there had been any change of dean since the original demise in 1803. We desired to have the case amended on this point, in order that the fact might appear, if the case should be turned into a special verdict; for during the incumbency of the dean who made the lease for ninety-nine years, that lease would be good, independently of the private Act; and as the immediate reversion on which the defendant's lease depended was assigned to the dean by Barber and Parry previously to the demise of the 29th of January, 1814, that reversion undoubtedly passed to Osborn and Burt, and would enable them, or the plaintiff claiming under them, to sue for the rent so long as the estate of the same dean continued, whether the lease for ninety-nine years was or was not warranted by the Act; and so the plaintiff might possibly have been entitled to judgment *non obstante veredicto*. It appears, however, by the case as now amended, that the Bishop of Lincoln, who was the dean granting the lease of ninety-nine years, ceased to be dean, and was succeeded by Dr. Van Mildert in October 1820, before any part of the rent sought to be recovered in this action had accrued due, and therefore no question on this head arises. It appears that, in 1820, the difficulties in which the parties had involved themselves, by neglecting to get a proper surrender of the lease of the 7th April, 1812, was brought under the consideration of the Court of Chancery in a suit there pending relative to the affairs of the Bowes family. Master Cox, by his report of the 15th of February, 1820, stated that he was of opinion that both the leases of ninety-nine years were void: the first, because it was made when the original term of forty years was outstanding in *Barber* v. *Parry*; and the latter, because, at the time of its creation, the lease of the 7th of April, 1812, was still outstanding—thus shewing clearly his opinion that nothing had happened to cause a surrender of that lease by operation of law, and he recommended that an Act of Parliament should be obtained to remedy the defect. His report was afterwards confirmed, and the second Act stated in the case was accordingly obtained. That Act, which received the royal assent on the 15th of July, 1820, enacted that the lease of the 29th of January, 1814, should be valid to all intents and purposes, and further, that immediately after the passing of the Act, the leases of the 26th of December, 1803, the 7th of April, 1812, and the 31st of August, 1812, should be void to all intents and purposes. The effect of this was to destroy altogether the reversion in respect of which the rent now sought to be recovered was payable, and it may, therefore, well be doubted whether, even if all the issues had been found for the plaintiff, he could have had judgment. It is sufficient for us to say, that the Act certainly does not entitle the plaintiff to any thing which he would not have been entitled to if no such Act had passed, more especially, when it is considered that by the saving clause the defendants are excepted out the operation of the Act. The result therefore is, that the verdict on the first and fifth issues must be entered up for the defendant, and on the other issues for the plaintiff, and there will be *Judgment for the defendant.*

Bankrupt and Insolvent Courts.

COURT OF REVIEW.

Tuesday, July 19.

Ex parte GIBBS *re* GIBBS.

Uncertificated bankrupt—Solicitor—Costs.

Quære, whether costs awarded to an uncertificated bankrupt (who was a solicitor, and acted on his own

behalf) on a petition, to which he was a respondent in the character of a trustee, belong to his assignees or not?

The bankrupt, in this case, was a solicitor. By an order of the Court of Review on a petition, to which the bankrupt was a respondent in the character of a trustee, costs were awarded to him. As the bankrupt had acted as his own solicitor, but had not received his certificate, the assignees gave notice to the parties ordered to pay the costs, not to pay them to the bankrupt.

Swanston now moved, on the part of the bankrupt, that these costs should be paid as directed by the order of the Court. He cited *Chippendale* v. *Tomlinson* (Cooke's Bankrupt Law, 428.)

Bacon, for the assignees, cited *Crofton* v. *Poole* (1 B. & Adol. 568).

Trower, for the party by whom the costs were to be paid.

Swanston, in reply.

The Chief Judge.—The costs in this case are incurred by the bankrupt as respondent in the character of a trustee. Costs are adjudicated to him by the Court, by an order to which the assignees are parties. It was ordered that the costs of the bankrupt and the assignees should be paid to them severally. The assignees have never instituted any proceeding, or taken any step for the purpose of claiming the benefit of this order. They have merely given notice to the party liable, to pay them to them. Under all the circumstances combined, without entering into the question of the general law, I am of opinion that I ought to let the matter take its course; the party obtaining the order to be at liberty to issue a writ for the costs, and the assignees to be at liberty to take such proceedings as they may be advised. If they intend to sue the bankrupt, I shall not interpose to prevent them. I order that the registrar do issue to Mr. Gibbs a writ for the costs, without prejudice to any question as to the title to the costs when recovered. With regard to the costs of this application, there was certainly a question to be raised; but I am of opinion that the party ordered to pay the costs might have paid them to the bankrupt without being liable to pay them over again; and it was incumbent on the assignees to institute some proceedings of their own if they intended to follow up their claim. As, then, between the parties who have created the difficulty and the assignees, I shall give no costs. As between the assignees and the bankrupt, I reserve the question of costs. All I do now is to order that the registrar do immediately deliver to Mr. Gibbs a writ for the costs in dispute.

Circuit Reports.

NORFOLK CIRCUIT.

BUCKINGHAM SUMMER ASSIZES, 1844.

(Before Mr. Baron Alderson.)

Reg. v. Purcell.

Semble—In an indictment for larceny for extracting of a ham and a loaf, if it turns out that the thing produced as the "ham" does not come within the meaning of that word, still evidence may be given of the theft thereof; for proof of the theft of the so-called ham would be proof of the theft of the loaf which was taken at the same time.

To semble further—Like law holds, though the indictment be for larceny of the loaf alone.

The indictment charged that the prisoner burglariously entered the house of Richard Cave with intent to steal the goods of Richard Hazelwood, and that he stole a ham, the property of the said Richard Hazelwood, and three loaves, the property of the said Richard Cave.

The evidence shewed that the so-called ham was not ham, but pork, which was in the process of curing, and had not yet become ham.

The only evidence against the prisoner consisted of testimony which shewed him to have been in the possession of this pork within a very few hours after the burglary.

Alderson, B. said it did not signify by what name the pork was called; the tracing into the possession of the prisoner something which had been stolen from the prosecutor's house at the time of the burglary made him guilty of the larceny of the loaves, which had been taken at the same time.

The prisoner was convicted of burglary, and sentenced to ten years' transportation.

Mills, for the prosecution.

Sanders, for the prisoner.

[N.B. The indictment for burglary is sustained by proof of burglarious entry with the felonious intent laid in the indictment. The felonious intent is laid in general language, "with intent the goods and chattels of one A B, in the said dwelling-house then and there being, then and there feloniously and burglariously to steal, take, and carry away." (*Vide* Archbold's Criminal Pleadings, 9th ed. p. 301.) So the indictment on the above case was fully sustained by the facts detailed.]

Reg. v. Wheeler.

The fact of striking a man with the fist with force enough to break his jaw is not, per se, evidence sufficient of intent to do grievous bodily harm.

The prisoner was indicted for feloniously cutting, stabbing, and wounding one Birch. (7 Wm. 4 & 1 Vict. c. 84, s. 4.)

The prosecutor's evidence shewed that he and a companion were walking, and came up to prisoner, who was fighting with his brother.

The prosecutor's companion said the Wheelers were very quarrelsome people, whereupon the prisoner knocked the said companion down, and said he would do the same to the prosecutor if he would fight. The prosecutor refused, and threatened to take the law. The prisoner struck the prosecutor a blow with his fist, which broke prosecutor's jaw on both sides of his face.

Alderson, B. directed the jury that striking a blow in the face with the fist is not a striking with intent to do grievous bodily harm. There is no deliberate intention to that effect.

The prisoner was acquitted of the felony, and found guilty of an assault, and sentenced to three months' imprisonment with hard labour.

Wells, for prosecution.

Sanders, for prisoner.

[*Note.*—Wounding includes contusions which break the skin. (See Archbold's Criminal Pleadings, 9th ed. p. 259.) The charge of felony against the prisoner failed for want of proof of the intent.]

Reg. v. Crouch.

Possession of stolen property is not enough to convict a man of burglary if the evidence discloses that he could not have entered the house. Proof of his presence must be adduced.

The prisoner was indicted for burglary.

The evidence traced some of the stolen property to the prisoner's possession within a very short time after it was stolen; but it also shewed that the hole by which the entry had been effected was too small to admit the prisoner. This defect was supplied by evidence of admission by the prisoner—that he had stood on the outside whilst others entered and handed out the property.

The jury at first returned a verdict of guilty of receiving stolen goods.

Alderson, B.—He is guilty of the burglary, or of nothing. Perhaps you don't know that being present whilst others did it is the same thing as doing it.

The jury then found a verdict of guilty; and the prisoner was sentenced to transportation for ten years.

Wells, for prosecution.

The prisoner was undefended.

Reg. v. Chandler and Keen.

Semble—Circumstances simply indicative of a common intention to poach will not make one of the poachers answerable if one of his companions kills a keeper whilst he is himself continuing his flight.

Suspicion that A B intends to arrest C D will not, per se, clear C D from the charge of murder if he kills A B to prevent the arrest.

The prisoners were indicted for the murder of one Leech. In this case the evidence was that Elliot and Leech, who acted in the capacity of gamekeepers, were in search of snares, and came to a ditch, where they found the prisoner Keen with a gun, which they wrested from him. Elliot then went towards one snare, and Leech towards another. Keen and Chandler came up to Elliot, and afterwards they were joined by a third man. On this the keeper shouted for assistance, and the three men set off running. Chandler picked up a hurdle-stake, and said to the keepers, "If I had my butty's gun I'd blow your brains out." The three men ran over several fields, Elliot went for assistance, and Leech pursued the men at the distance of a few yards. After getting over a hedge, a game-bag, which was on Chandler's arm, detained him. Leech was at this time stepping over the ditch which was between the hedge and where Chandler stood; Chandler turned round, struck him from above with the hurdle-stake (a stick about three feet long, and about the thickness of a man's wrist, as the witness described it). The blow felled Leech, and he died a few days after in consequence of it. At the time the blow was struck, Keen and the third man were continuing their flight.

Alderson, B. ruled that there was no evidence whatever against Keen—no common purpose which could make him answerable for the acts of Chandler. Chandler's act was, under the circumstances, separate and unconnected with any thing that related to Keen, and not done in the pursuance of any common purpose agreed on between them. He directed the jury to acquit Keen. He, moreover, ruled, that nothing turned on the question of whether the gamekeeper had been properly authorized or not; nor on whether Leech was pursuing with intent to arrest Chandler, for that Chandler had struck Leech when he was not in the act of arresting him. So, all discussion as to Leech's authority was beside the question, and as to Leech's intention, that was equally so. He directed the jury on the law which distinguishes between murder, manslaughter, and simple misadventure. The jury found Chandler guilty of manslaughter, and acquitted Keen. Chandler was sentenced to fifteen years' transportation.

Prendergast, for the prosecution.

Sanders, for Chandler.

Wells, for Keen.

[*Note.*—If Leech had been in the act of arresting Chandler, then Chandler would have been free from murder if he had even killed Leech, unless Leech had been duly authorized to effect the arrest; but since Leech was not in the act of arresting Chandler, there was no legal occasion for, or justification of, Chandler in striking Leech.]

THE LEGISLATOR.

Summary.

The County Courts Bill is abandoned for the Session, and nothing is yet heard of the Debtors and Creditors Bill, though we are still assured that it is to form one of the few results of this most fruitless session. Mr. Kelly's Criminal Appeal goes into committee, but it is not expected to go much further until a vacation has afforded leisure for its examination.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Friday, July 12.

District Courts and Prisons

Western Australia—"to continue an act of the 10th Geo. 4, for providing for the government of his Majesty's settlements in Western Australia, on the western coast of New Holland"

Farm Buildings—"to amend the law as to burning farm buildings"

Parish Constables—"to extend the powers of the Act for the appointment and payment of parish constables"

Criminal Justice, Middlesex—"for the better administration of criminal justice in Middlesex"

Loan Societies—"to continue the Act to amend the laws relating to loan societies"

Clerk of the Crown in Chancery—"to amend so much of an Act of the 5th & 6th Wm. 4, as relates to the salary of the clerk of the crown in chancery, and to make other provisions in respect of the said office"

Private Partnerships—"to enable private partnerships to sue and be sued in the name of the firm."

Tuesday, July 16.

Corporate Offices—"to facilitate admission to corporate offices"

Church Endowment—"to explain and amend an Act for making better provision for the spiritual care of populous parishes."

BILLS READ A SECOND TIME.

Friday, July 12.

Marriages

Soap Allowances.

Monday, July 15.

Grand Jury Presentments, Dublin

Party Processions, Ireland

Duchy of Cornwall Lands

Western Australia

Farm Buildings

Parish Constables

Loan Societies.

Tuesday, July 16.

District Courts and Prisons.

Wednesday, July 17.

Slaughtering Horses

Appeal in Criminal Cases

Lecturers and Parish Clerks

Criminal Justice, Middlesex

Church Endowment.

BILLS READ A THIRD TIME AND PASSED.

Friday, July 12.

Sudbury Disfranchisement

Detached Parties of Counties

Butter and Cheese

Actions for Gaming Discontinuance.

Tuesday, July 16.

Soap Allowances.

Thursday, July 18.

Copyholds Enfranchisement

District Courts and Prisons

Party Processions, Ireland

Western Australia

Farm Buildings

Loan Societies.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Monday, July 15.

Devayne's Estate.

Tuesday, July 16.

Ladbroke's Estate

Werrington, &c. Curacies.

BILLS READ A SECOND TIME.

Friday, July 12.

Ramsden's Estate

Hitchin's (or Peach's) Estate.

Monday, July 15.

Cheape's Divorce

Tralee Navigation and Harbour

Trafalgar Square.

BILLS READ A THIRD TIME AND PASSED.

Monday, July 15.

London and Croydon Railway.

Wednesday, July 17.

Gaspé Fishery and Coal Mining Company
Trafalgar Square.

SESSIONAL PRINTED PAPERS.

Par. Num.
475 Bills—Marriages
378 — Duchy of Cornwall Assessionable Manors
379 — Duchy of Cornwall Lands
461 — Privy Council
465 — Lecturers and Parish Clerks
478 — Party Processions, Ireland
479 — Piccadilly Improvement
480 — Trafalgar-square
482 — Soap Allowances
473 — Joint Stock Companies' Registration and Regulation, amended by committee and on recommitment
485 — District Courts and Prisons
486 — Western Australia
487 — Farm Buildings
488 — Parish Constables
489 — Criminal Justice, Middlesex
490 — Loan Societies
O 97 — Metropolitan Buildings, alterations and amendments intended to be made in Committee
481 — Marriages, Ireland
497 — Church Endowment
460 Wine, Foreign Spirits, and Spirits - Accounts
476 Savings' Banks—Copy of Mr. Finlaison's Letter
468 Gaming—Lords' First Report
China -Statement of the Foreign Trade, &c.
459 Shannon Navigation—Return
471 Arson, &c. -Return
448 Houses of Parliament—Report of Committee
Public General Acts - Caps. 22, 23, 24, 25, 26, 27, 28, and 29
426 Exports and Imports—Accounts
467 Pauper Children - Returns
469 Army and Ordnance—Returns
Queen's Messengers—Return
435 Registration of Electors, Ireland—Abstract of Returns
466 Statute Labour Assessments, Caithness—Mr. Napier's Report
474 St. Margaret's Church, Westminster—Report of Committee
483 Poor Law, Brassington Incorporation—Copies of Correspondence
346 Poor Law, Ireland—Return
410 Parliamentary Papers—Returns of Expense of Printing
492 Militia Estimates—Report
493 Literary and Scientific Institutions—Copy of Treasury Minute
494 Moneys in the Exchequer—Account
State of Large Towns and Populous Districts—First Report of Commissioners.

HOUSE OF LORDS.

DISSENTERS' CHAPELS BILL.

MONDAY, July 15.—The LORD CHANCELLOR, in calling attention to the amendments of the Commons on the Dissenters' Chapels Bill, adverted to the anticipated opposition to be given, not to the amendments, which would be perfectly consistent, but to the principle of a Bill which had received the sanction of both Horses of Parliament. He hoped that their lordships would confine themselves to the real question before them, which was their agreement or disagreement with the amendments, and entreated them not to put such a slight on the House of Commons as to seize the present opportunity to reject a Bill which, in both Houses, had been passed by large majorities.—The Bishop of LONDON admitted that he was taking an unusual course, only to be justified by the urgency of the case. In opposing the Bill at this final stage his conduct might be deemed pertinacious; but as all the arguments urged in opposition to the Bill remained unanswered, pertinacity became a virtue. After arguing at considerable length against the Bill, he moved that the amendments of the Commons be taken into consideration that day three months.—The Bishop of DURHAM spoke in favour of the Bill, which he considered as a measure of justice, from which no evil effects could flow.—Lord BROUGHAM urged that the Commons' amendments were decided improvements on the Bill, and professed himself unable to discover any reasonable ground for their rejection.—The Bishop of NORWICH approved of the Bill, which was based on the principle of doing as we would be done by.—The Earl of RODEN opposed the Bill at considerable length, contending that, if passed, it would be a blot on the statute-book. Little did he think, some five or six years ago, when opposing, with the present Lord Chancellor, the measure of spoliation known as the "Appropriation Clause," such a measure as the present would be brought in by those calling themselves Conservatives. —Lord COTTENHAM affirmed that the measure was strictly Conservative in its principle, its object being to protect those in the possession of property which was theirs by prescription and use, and to which no other body could substantiate a claim.—Lord TEYNHAM, the Earl of GALLOWAY, and Lord LYTTLETON opposed the Bill, and on a division there appeared—

For the Bishop of London's amendment (present and proxies)......	41
Against it (present and proxies)....	202
Majority..................	—161

The Commons' amendments to the Bill were then agreed to, and the House adjourned.

ALIENS BILL.

THURSDAY, July 18.—Lord BROUGHAM said, he rose to move the second reading of the Aliens Bill—a measure coming from the other House, of which he had taken charge. In doing so he felt it right to state to their lordships what were the principal points of this very important measure, to which he called the particular attention of the noble duke opposite and of the noble earl the Secretary of State for Foreign Affairs. Their lordships were aware of the law which, time out of mind, had prevailed in this country on the subject of aliens—namely, that till they were naturalized by Act of Parliament, or denizened by letters of denization from the Crown, they were debarred from many great and important privileges. They could not hold any office; they could not sit in the House of Commons; they could not possess by purchase house or land, freehold or leasehold property. To which had been added certain other restrictions and regulations, which he thought both discreditable and impolitic. They could not, for instance, register themselves as owners of vessels. These were the common and ordinary disqualifications of aliens; but there were also several Acts, passed at different times, containing other restrictions. The noble and learned lord then proceeded to notice some of he anomalies and inconsistencies connected with the existing law in respect to aliens. With regard to Naturalization Bills, he said that the expense of each was not less than 100*l.* and the average number passed in the course of the year did not exceed eight. A committee of the House of Commons had considered the subject, and the result of their deliberations was the present measure, which he now proposed should be read a second time The Bill enabled aliens to be naturalized without the necessity of coming to Parliament, subject to a discretionary power vested in the Secretary of State for the Home Department; and on being naturalized they would enjoy all the privileges of natural born subjects, with the exception of the right to vote for members of Parliament; an exception, however, the expediency of which he did not perceive. Aliens, on being naturalized, were to take a most minutely-framed oath of allegiance. The Bill also enabled every person born out of her Majesty's dominions of a British mother to enjoy all the rights of a natural born subject; and in committee he should propose to add, that the foreign wives of British subjects should also be taken to be naturalized by their marriage *ipso facto*. There was one defect in the Bill, namely, that it had no compensation clauses; but these must be left to be added by the House of Commons, as their lordships could not supply that deficiency. The Bill was then read a second time.

ART-UNIONS BILL.

Lord MONTEAGLE moved the second reading of a Bill to legalize art-unions, the purport of which he would explain in a few words. These art-unions might be simply described as voluntary associations of individuals who contributed their money to form a fund, which was placed at the disposal of a superintendent committee of management, to be expended in the purchase of works of art, the distribution of which took place by lot. These associations originated in the report of a committee of the House of Commons of 1836; before which, various persons of great eminence were examined, both English and foreign, and among them was a distinguished subject of Prussia—Dr. Waagen, who stated that for many years previous to that inquiry, from 1825, he (Lord Monteagle) believed, there had existed in Prussia a Kunstverein, or Art-Union. Similar associations existed in Hanover, Bavaria, Wurtemberg, and other parts of the continent; and on this plan the Art-Union of London was formed. At first it received but slight encouragement; but the number of subscribers had subsequently rapidly increased, and the present contributions of the Art-Union of London for the purchase of works of art amounted to a much larger sum than was appropriated to that purpose by the munificence of Parliament. The subscribers to the London Art-Union had increased from some 400 to near 14,000; they had acquired the patronage of his Royal Highness the Duke of Cambridge and of a host of influential persons among the nobility and gentry. But, by a certain construction of the Act for suppressing lotteries, it appeared that every one of those persons, and all the members of the societies throughout the country, were liable to pains and penalties. Their lordships had recently passed a measure for protecting those who had incurred penalties in horseracing bets. Now, surely the present was a far more favourable case, as the societies had acted for a very laudable object, on a *bonâ fide* impression of the law, and under the advice of two such eminent lawyers as Sir E. Sugden and Mr. F. Kelly. (Hear, hear.) However, the Government had very properly served all the societies with notice that they incurred the risk of prosecution; and this was properly done, because otherwise, if they were to be allowed to go on, the whole system of lotteries, which had been abandoned by the state as illegal, might be revived for the private purposes of speculation. (Hear, hear.) The measure he recommended contained two important provisions; the first legalized all past transactions, embracing, as they had done, the proceedings of societies not only in the metropolis, but in most of our great towns. (Hear, hear.) The other provision was, that on approval of the Board of Trade, any societies might in future be legalized after the 1st of January next. He could not avoid adding that he had given this power to the Board of Trade partly from what he had read in the highly-valuable third report of the School of Design Commission. He could not help further stating that it was of the highest importance, if the measure were approved of, that it should pass as speedily as possible. (Hear, hear.) He should be forgiven for saying a word on behalf of a body whom it deeply concerned—the artists of the country (hear, hear), who, from these societies choosing their prizes from the annual exhibitions, were accustomed to look upon them as their best customers, preparing paintings with a view to this source of demand, which, unless the measure were speedily passed, would be thrown upon their hands with great loss and grievous disappointment. (Hear, hear.) Their lordships must be desirous of protecting these societies and the artists from actions of speculating attorneys. And although he advocated the case on higher than merely commercial grounds, the reports of the School of Design Commission shewed forcibly the numerous benefits accruing to our manufactures from the encouragement afforded to art by the diffusion of correct taste in design promoted by such institutions. The schools of design now included some 1,500 ingenious and industrious persons of both sexes, whose progress in art was greatly aided by the influence of these societies, and who vastly improved our manufactures. The Bill was then read a second time.

HOUSE OF COMMONS.

THE LAW OF SETTLEMENT.

FRIDAY, July 12. Mr. LIDDELL wished to know whether the right honourable baronet at the head of the Home Department was prepared to bring in any Bill upon the question of settlement during the present session?—Sir JAMES GRAHAM said, that a Bill had been prepared upon that subject; and before the close of the session, he would move for leave to bring it in, that it might be taken into consideration during the recess.

CHAIRMAN OF THE MIDDLESEX SESSIONS.

Sir C. NAPIER wished to ask the right hon. baronet at the head of the Home Department whether it was his intention to introduce during the present session a Bill for giving a salary to the chairman of the Middlesex Sessions?—Sir J. GRAHAM said that he had brought in a Bill for the better administration of justice in criminal cases in Middlesex, and that, among its other provisions, it fixes a salary for the chairman of the Quarter Sessions of the county.

CRIMINAL JUSTICE (MIDDLESEX) BILL.

Sir J. GRAHAM said this Bill, which he begged leave to introduce, was for the better administration of criminal justice in Middlesex. The effect of this measure would be to give the Middlesex magistrates jurisdiction throughout Westminster, and a control over the Bridewell as well as the Middlesex Prison. It proposed also that the adjourned quarter sessions should be held at least twice every month in Middlesex, the effect of which would be that every fortnight there would be a gaol delivery in Middlesex. When the necessary arrangements should be made, and a prison provided, it would be duty of the metropolitan magistrates to commit for trial to the Middlesex Prison generally, except for henious offences. The effect of this delivery would be to relieve Newgate from its present crowded condition, to diminish the expenses of the city of London and the costs of the county of Middlesex, and to confer incalculable benefit by more frequent gaol deliveries. He should not have felt himself justified in recommending this change, unless he had made provision for a competent judge to preside at these sessions. A measure similar to this had been contemplated by his predecessor, but a difficulty had arisen as to the appointment of a chairman, his predecessor thinking it improper to call upon the public to pay the salary of the chairman, if he was to be elected by the Middlesex magistrates, instead of being nominated by the Crown. The Middlesex magistrates had, however, now consented to leave the appointment of the chairman to the Crown if the public would consent to pay his salary. He would not then trouble the House with any further details of the measure; he had brought forward the measure as soon as its details could be satisfactorily adjusted, and he was anxious that the Bill should pass without delay.—Mr. HAWES did not doubt that the measure was a valuable one in a public point of view. He could, however, have wished that the right hon. baronet had also looked to the Surrey side of the water, where there was an enormous gaol delivery. A similar provision for that portion of the county of Surrey would have been most valuable, and the whole jurisdiction of the Central Criminal Court would have been brought into something like uniformity. He could have wished, also, when this Bill was under the consideration of the right hon. gentle-

man, that he would have considered what were the claims of those who administered justice in the Central Criminal Court. He thought the learned Solicitor-General would concur with him in thinking that the system of the Central Criminal Court might have been reviewed. He could not recognize the justice of providing for Middlesex the great advantage of a judge to be appointed by the Crown, and to be paid by the Crown, without extending similar privileges to the county of Surrey; and if the Bill should be found to work well in Middlesex, he hoped the county of Surrey would be considered in a future session.—Mr. Trotter said the idea of a paid chairman of the Surrey Sessions had been scouted.—Mr. Hawes said he thought he had seen the hon. gentleman's name to a document recommending a provision to be made for a paid chairman for Surrey.—Mr. T. Duncombe said he understood there was a great difference of opinion as to this measure amongst the Middlesex magistrates. He wished to ask the right hon. baronet whether one of the conditions of the Bill was the reconstruction of the Coldbath-fields Prison, and the adoption of solitary cells?—Sir J. Graham said, that adequate accommodation would be provided in that prison.—Mr. Duncombe: Who are to bear the expense?—Sir J. Graham: That will be borne by the Middlesex county rates.—Leave having been given to bring in the Bill, it was read a first time, and the second reading was fixed for Monday.

Sir J. Graham then obtained leave to bring in a Bill to amend the laws relating to insuring farm buildings. The Bill was of considerable importance, and the necessity for its introduction had arisen from a decision which had left a part of the criminal law in some uncertainty. It was now proposed by this Bill to include the firing certain out-buildings within the crime of fire-raising. The Bill was read a first time, and ordered to be read a second time on Monday.

LAND TAX COMMISSIONERS' NAMES BILL.

Monday, July 15.—On the second reading being proposed, Mr. Williams said he objected to the mode in which these names were selected. He thought one member of that House should have the privilege of selecting those names as well as another.—Lord Worsley entered into a statement respecting the rejection by the commissioners of some names he had suggested for his district. He found out of seventeen names twelve were clergymen. To those clergymen that were not connected by property with the county he objected; but the commissioners replied they saw no reason to alter the list. At some future stage he intended to move that all the names be read.—Captain Pechell wished to give the members for the places where the commissioners sat more power over the lists than they now had.—Mr. Williams moved that two names be added to those for the county of Warwickshire.—The gallery was cleared but no division took place.—Mr. Williams said he considered it of great importance that the land-tax commissioners should be judiciously chosen, as from them were selected the income-tax commissioners. The result of the present system was, that some numbers were placed in a class inferior to that of others, in reference to their power of appointing members of the land-tax commission, which was now entirely in the hands of the county members.—Sir R. Peel had never heard that there was any allegation of abuse under the present system, or opposition to the principle of the Bill. He believed that the cause of the nomination being placed in the hands of the county members was jealousy of the Government. The Bill then went through committee.

PARISH CONSTABLES BILL.

Mr. V. Smith said he wished to ask the right hon. gentlemen opposite whether Government were prepared to make the payment of constables by parishes peremptory?—Sir J. Graham was in hopes that the practice of paying parish constables would be generally adopted; in a great number of parishes it had been brought into operation. He could not say, however, that he thought it had lasted a sufficient time to enable him to say that the experiment had been successful. The Bill was then read a second time.

CIVIL AND CORPORATE OFFICES.

Tuesday, July 16.—Lord Seymour obtained leave to bring in a Bill to facilitate admission to civil and corporate offices. Under former Acts such facilities had been given to various classes of Dissenters, and the object of the present Bill was to extend the principle to other classes of Dissenters than those now embodied, and also to Jews.

PARLIAMENTARY RETURNS.

ARSON, &c.

The following return was published on Monday:—A statement of the number of persons committed, convicted, and executed, for arson and other wilful burning in England and Wales, during each of the six years which have elapsed since 1837, when the law was mitigated, with the total numbers; also the number of persons committed, convicted, and executed, for arson and other wilful burning in England and Wales, during each of the six years preceding the year 1837, when the law was mitigated, with the total numbers; likewise, the centesimal proportions of convictions to commitments, during each period of six years preceding and following the mitigation of the law.

IN THE SIX YEARS SINCE 1837, WHEN THE LAW WAS MITIGATED.

Year.	Number of Persons.		
	Committed.	Convicted.	Executed.
1838	41	20	—
1839	43	15	—
1840	68	18	—
1841	27	12	—
1842	60	18	—
1843	102	34	—
Total Numbers	341	117	Nil.

IN THE SIX YEARS PRECEDING 1837, WHEN THE LAW WAS MITIGATED.

Year.	Number of Persons.		
	Committed.	Convicted.	Executed.
1831	102	26	16
1832	111	35	16
1833	64	17	9
1834	68	21	8
1835	76	10	7
1836	72	10	2
Total Numbers	493	119	58

Centesimal proportion of convictions to commitments:—

1838-1843 .... 34·01

1831-1836 .... 21·44

The Sinking Fund.—Mr. Joseph Hume has just obtained a return of the sums appropriated to the creation or support of a sinking-fund from the year 1786 downwards—that is to say, since the passing of Mr. Pitt's Act in that year for the purpose in question. As no summary is given of this voluminous return, it would occupy more time and labour than we can at present afford to make the numerous arithmetical calculations which would be necessary in order to arrive at an accurate general result. It may therefore be sufficient to state on this occasion, that from 1786 down to 1794 the annual amount so appropriated to the creation or support of the sinking-fund was never less than 500,555*l.* nor more than 1,872,200*l.*; that from 1794 to 1798 the said amount was never less than 2,143,595*l.* nor more than 3,400,670*l.*; that from 1798 to 1801 it fluctuated between 4,118,236*l.* and 4,911,135*l.*; from 1801 to 1813 it gradually increased at the rate of about a million sterling per annum (in round numbers), the amount appropriated in 1812 having been 13,975,551*l.*; in the year 1820 it increased to 16,305,590*l.*; and in 1821 to 17,510,628*l.* which seems to have been the highest annual amount ever appropriated. In 1824 the amount was reduced to 7,505,271*l.* (or more than 50 per cent. in one year), since which period it has been gradually reduced, the last amount given in the return (that appropriated in 1829) having been only 1,543,186*l.* Several other interesting statements are given, of the capital stock purchased, the interest thereon, and the amount of sinking fund applied to the public services, for which we regret we have no room. The gross total amount applied to the payment of Dissenters upon the reduction of the Five per Cents. the Four per Cents. and other stocks, between 1823 and 1829 inclusive, was, in round numbers, 8,955,000*l.* The sinking fund loan of 59 Geo. 3 (12,000,000*l.*) created a capital stock of 17,152,000*l.*; that of 1 Geo. 4 (12,000,000*l.*) created a capital stock of 17,064,000*l.*; that of 1 and 2 Geo. 4 (13,000,000*l.*) a capital stock of 16,892,990*l.*; and that of 3 Geo. 4 (7,500,000*l.*) a capital stock of 9,339,687*l.* The Act 10 Geo. 4, c. 27, directs that in lieu of the sum of 3,000,000*l.* required (by the 9 Geo. 4, c. 90) to be issued towards the reduction of the national debt, there shall be issued, from and after July 5, 1829 (for the same purpose), such annual sum as shall appear to be the actual annual surplus revenue of the United Kingdom beyond the actual annual expenditure thereof.

Appeals.—A return of the number of causes or petitions heard on appeal before the Lord Chancellor and her Majesty's Privy Council during the last two years, with the dates of such hearing, &c. has just been printed, on the motion of the hon. member for Montrose. It hence appears that the total number of such causes, &c. which were heard on appeal before the Lord High Chancellor, between Easter Term in the year 1842, and Hilary Term, 1844 (inclusive), amounted altogether to 117; in all of which causes judgment had been given, with the exception of nine. It further appeared that the total number of causes or petitions heard on appeal before her Majesty's Privy Council, from the 1st day of January, 1842, to the 29th day of February, 1844, amounted to ninety-two, in three of which cases judgment has not been delivered.

Member returned to serve in this present Parliament.—Borough of Birmingham—Richard Spooner, esq. in the room of Joshua Scholefield, esq. deceased.

THE MAGISTRATE.

Summary.

Nothing of moment calls for comment. Judgment on the Writ of Error in O'Connell's case is expected to be given in the House of Lords early in the ensuing week. It is, we believe, understood that the judges were unanimous in their opinion that the judgment ought to be affirmed, but the delay has been occasioned by the necessity of collecting and condensing their replies to the questions submitted to them, and which, when framed, have again to be sent them for final approval.

THE LAWYER.

Summary.

Again the heavy judgments delivered at the close of the Term occupy a large portion of our pages; but their great value and interest make apology needless. Of one remarkable case, that of *Lyon* v. *Reed*, in the Exchequer, we have procured a *verbatim* report; for the judgment contains a more extensive and valuable body of law than has been offered by any case since the commencement of our labours. We have also to direct the attention of our readers to an interesting account of the conflict between the Bar and the Bench in Paris, with which we have been favoured by an eminent *Avocat* who has taken a prominent part in the affair. To-day, the usual summary of the decisions of the two last Terms is commenced, and will, we trust, help the practitioner in noting up his books, as well as to refresh his memory by a succinct and collected review of the law as recently settled by the various judges.

REVIEW OF THE CASES DECIDED IN ALL THE COURTS OF COMMON LAW,

During Easter and Trinity Terms and Vacations, 1844.

In consequence of the proximity of Easter and Trinity Terms, we were obliged to review the cases decided in them together, and the late period at which some of the judgments were given has necessarily delayed this notice. We have now completed the review of what may be called the legal year from Michaelmas 1843 to Trinity Vacation 1844.

ATTORNEY AND SOLICITOR.

Liability of Attorney.—In our review of Michaelmas Term (2 Law T. 293) we noticed the case of *Jarmain* v. *Hooper* (since reported in 1 Dowl. & Lowndes, 769), in which the client was held liable in trespass for the false instructions given by his attorney to the sheriff, and the consequent wrongful seizure of goods, and we have now to add an important case, which, carrying out the principles laid down there and in *Codrington* v. *Lloyd* (8 Ad. & El. 449), has determined that an attorney is liable in trespass who causes an arrest at the suit of his client under final process, if the judgment be subsequently set aside for irregularity, and that the fact of such judgment having been in existence at the time of the execution is not even admissible in evidence for mitigation of damages. (*Rundle* v. *Little*, 3 Law T. 100, 202.) In an action brought against attorneys, being partners, for negligence, the verdict must be against all or none, for it is, in fact, an action *ex contractu*, although in form *ex delicto*. (*Davies* v. *Lock*, 3 Law T. 125.)

Authority of Attorney.—The Court of Queen's Bench have followed the old decisions upon the effect of an attorney acting without authority (Salk. 86 and 88), although, as it seems to us, not easily reconcilable with any legal principles. In *Harrison* v. *Potts* (3 Law T. 178) they refused to interfere to set aside proceedings where the defendant had been taken in execution upon a judgment obtained in consequence of an attorney having appeared for him without authority, and where the arrest was the first intimation of the existence of such an action. The refusal was grounded upon the apparent ability of the attorney to pay the costs of any action

brought against him, so that an act by a party assuming to be authorized is to be considered the act of the principal whose agent he pretends to be, or not, according to the solvency or insolvency of the pretended agent. The only reason we can see for such a decision, which would not hold good in any other questions of contract, is the danger that a contrary decision would give rise to numerous applications by defendants where no strict evidence existed of an express retainer, which, in practice, is so often thought unnecessary.

Bill of Costs.—*Lester* v. *Lazarus* (2 C. M. & R. 165) has been sometimes considered an authority to shew that an attorney's bill need not necessarily contain the name of the court in which the business was done; but it must in future always be inserted, or the omission will render the bill a nullity. (*Lewis* v. *Primrose*, 3 Law T. 219.)

Taxation.—We have so recently (see "Practical Notes," *supra*, p. 232) given a view of the decisions on this subject, that we now have only to add the case of *Re Pator* (3 Law T. 240). From this we learn, that a party in whose favour an order is made for payment of taxed costs may, without any express direction to that effect, make the order a rule of Court; thereby giving it the force of a judgment under 1 & 2 Vict. c. 111, and obtain the costs of doing so from the party against whom the order was made. The judge's order in this case was—"And I further order, that the Master do tax the costs of such reference, and certify what shall be found due to or from either party in respect of such bill and demand, and of the costs of such reference, to be paid according to the event of such taxation, pursuant to the statute." The application in the principal case was made one month after the delivery of the bill; but the Court in their judgment do not seem to have laid any stress upon the words "subject to such conditions and directions," in the 37th section, but rather upon the words in the 43rd; and as that section refers to every application under the Act, we apprehend that this decision will apply to all cases in which the costs of the reference are ordered to be paid.

Attorneys—Partners.—*Hasland* v. *Young* (3 Law T. 34; 13 L. J. 205, Q. B.) may be placed under this head, although an illustration of the general subject of partnership. It was there held that one of two attorneys cannot bind the firm by an undertaking for the payment of the debt and costs of a client in order to procure his discharge from custody, it not being an undertaking in the usual course of business. This should be carefully borne in mind in compromises and settlements of actions.

BANKRUPTCY.

Annulling fiat.—A new and important point was decided in Trinity Term, as to the effect of an order of the Lord Chancellor annulling a fiat. There were strong *dicta* by Lords Eldon, Hardwicke, and Macclesfield, that the old *supersedeas*, which was equivalent to the present order to annul, was so completely retrospective as to put the parties into the same position as if a commission had never issued; and so, in the case of *Smallcombe* v. *Ollivier* (3 Law T. 222), it was contended that a sheriff, who, during the existence of a fiat, had returned *nulla bona* to a writ of *fi. fa.* against the bankrupt, was by the order annulling the fiat rendered liable in an action for a false return. The Court of Exchequer would not admit such a doctrine, the strange and startling consequences of which are well pointed out in their judgment, and they decided that the sheriff was not liable. Any other decision, indeed, would have rendered an alteration by statute imperative.

Composition by petitioning creditor with bankrupt.—The 6 Geo. 4, c. 16, s. 8, is directed against any collusive proceedings between the petitioning creditor and the bankrupt, for the purpose of obtaining more than a due proportion of his debt, and even, independently of that section, an agreement to abandon the fiat upon such terms cannot be enforced (*Davis* v. *Holding*, 1 M. & W. 159); but the debt will not be forfeited unless the proceedings in bankruptcy be continued either on the old fiat or on a new one (*Davis* v. *Holding*, 11 Ad. & El. 710); and by the recent case of *Belcher* v. *Sambourne* (3 Law T. 53, 280), it is decided that the petitioning creditor will not be liable to repay or deliver up the money or security so obtained to the assignees suing merely in their capacity as assignees, but only to the person or persons specially appointed by the commissioners.

Proof under fiat pending action.—Since the judgment only entitles the plaintiff to costs, they cannot be proved under a fiat obtained before the judgment; yet if the creditor proves for the debt, and then takes proceedings by *sci. fa.* in the judgment to obtain the costs, the Court will interfere to stay the proceedings, as the suit has, by the proof of the debt, been legally relinquished. (*Woodward* v. *Meredith*, 3 Law T. 207.)

Protected transactions. — Another doubtful point, arising upon the interpretation of the 2 & 3 Vict. c. 29, has been settled by *Whitmore* v. *Green* (3 Law T. 59, 211). *Skey* v. *Carter* (1 Law T. 173; 11 M. & W. 571), having finally determined that executions under warrants of attorney were not protected by the words of that Act, against a fiat intervening between seizure and sale, and the proviso excluding contracts, dealings, &c. from protection in cases of actual notice of a prior act of bankruptcy, the question naturally arose as to the effect of a notice of an act of bankruptcy between the seizure under such execution and the sale. The Court of Exchequer held that the execution being actually completed before the fiat, and the notice given subsequent to the seizure, it was protected. In this case the execution creditor was sued with the sheriff in trover, and the Court observed that even had the execution been invalid, he could not be liable in that form of action merely because he received the proceeds.

Right of bankrupt to after-acquired property.—The important question of the right of a bankrupt twice certificated, and who has not paid 15s. in the pound, to after-acquired property, was decided in the Exchequer Chamber in *Herbert* v. *Sayer* (13 L. J. 269, Q. B.), in which the judgment of the Queen's Bench was reversed. (See 1 Law T. 169) It was an action brought by indorsee against acceptor, and the defendant pleaded that the plaintiff had been twice bankrupt, and his estate had not paid 15s. in the pound, whereby the cause of action had vested in the assignees, but did not allege any interference on the part of the assignees. The Court of Queen's Bench held the plea good, but the Court of Error unanimously reversed their judgment. They decided that a twice-certificated bankrupt was in the same position with respect to property acquired after the second certificate as an uncertificated bankrupt was with respect to property acquired after the assignment before the recent statute. This was the opinion of the Court of Exchequer in *Fyson* v. *Chambers* (9 M. & W. 460), and in accordance with reason and convenience: for were it otherwise, there would be no protection to parties dealing with bankrupts twice certificated; for the protecting statutes only contemplate transactions before the fiat. The cases of *Kitchen* v. *Bartsch* (7 East, 53), *Fowler* v. *Down* (1 Bos. & Pul. 44), and *Drayton* v. *Dale* (2 B. & C. 293), shew that an uncertificated bankrupt had a right to such property, against all but his assignees. A twice-certificated bankrupt is, therefore, in fact, only an agent contracting for and on behalf of his assignees, and, according to the general rules of agency, entitled to sue in his own name until his principals interpose. The case of *Young* v. *Rishworth* (8 Ad. & Ell. 872) cannot, therefore, be supported, except as to the retrospective operation of the 6 Geo. 4, c. 16, s. 127, which, indeed, seems there to have formed the main subject of consideration.

Set-off and mutual credit.—It was long ago decided that the holder of a bill may prove against the drawer's estate, before it is dishonoured by the acceptor (*Starey* v. *Barns*, 7 East, 435), and in accordance with this, in the case of *Alsager* v. *Currie* (3 Law T. 59; 13 L. J. 203, Ex.(a)) it was held that bankers who had discounted and become indorsees of bills drawn by the bankrupt were entitled to set off the amount in an action brought by the assignees before the bills became due for the balance of the bankrupt's account in their hands, for "it was a mutual debt and credit" within 6 Geo. 4, c. 16, s. 50. This case well illustrates the distinction between the statutes of set-off and the rights of set-off in bankruptcy. The principle of the former is to avoid circuity of action, and all that is required is, that they shall be legal debts due to each in his own right; while the object of the latter is to do substantial justice between the parties; for, on the one hand, the debt need not be such as the defendant could have sued the bankrupts for, nor, on the other hand, would such a debt suffice if it appeared that, although recoverable in a cross-action, it would only be recovered in trust for another. (*Fair* v. *McIver*, 16 East, 130; *Forster* v. *Wilson*, 12 M. & W. 191.)

(a) See form of plea and replication in this case (11 M. & W. 14).

CONTRACTS.

Acceptance of goods.—Although it is quite clear that delivery to a carrier appointed by the vendee of goods is not a sufficient compliance with the Statute of Frauds, which requires both delivery and acceptance (see *Bill* v. *Bament*, 9 M. & W. 36), yet a long delay on the part of the vendee in repudiating the contract will be some evidence of such acceptance, although the goods never went out of the possession of the carrier, as, for instance, where goods were sold at three months' credit, and no repudiation took place until seven months, and a new trial was therefore granted, where the judge had withdrawn such a case from the consideration of the jury. (*Bushell* v. *Wheeler*, 3 Law T. 125; 8 Jur. 532.)

Churchwardens and overseers.—The effect of 59 Geo. 3, c. 12, s. 17, is to make the churchwardens and overseers a quasi-corporate body; and the officers for the time being take, by a species of parliamentary succession, what their predecessors held; but in suing upon any contracts made by their predecessors, they must sue in their individual names, and describe themselves *as* such churchwardens and overseers. (*Ward* v. *Clark*, 3 Law T. 58; 11 L. J. 229, Ex.) We may here remark that one overseer or churchwarden may authorize a distress for rent in arrear in respect of property vested in them by this Act. (*Gouldsworth* v. *Knights*, 11 M. & W. 337.)

Guardians of the poor.—The board of guardians must be sued in their corporate capacity, and no individual member can be sued personally on any contracts made with the board. (*Jenkins* v. *Davies*, 3 Law T. 100.) An individual member might, of course, make himself personally liable, in the same way as, in *Re Bennett and Sidney* (3 Law T. 101), a clerk to commissioners under an Act of Parliament was held to be personally bound by an agreement of reference, in which he described himself as such clerk, notwithstanding such description, because he undertook "for himself, his heirs, executors, and administrators."

Construction of contracts.—Two useful cases on this subject may be mentioned. Where, by conditions of sale, the vendee, on the completion of the purchase, is to be entitled to the "rents and profits" from a certain bygone day of such parts of the estate as are let, he will not be entitled to a fine which accrues between that day and the time of completion. (*Earl of Hardwicke* v. *Lord Sandys*, 3 Law T. 60; 13 L. J. 233, Ex.) A contract to sell a house, and also the furniture, at a certain valuation, when the title to the house is completed, does not pass the property in the furniture to the vendee before the completion of the title. (*Lanyon* v. *Toogood*, 3 Law T. 161.)

Executor de son tort.—In *Allen* v. *Hopkins* (3 Law T. 204), the Court of Exchequer decided that an *executor de son tort* cannot enforce payment for goods of the deceased sold by him, if the vendee has paid the rightful representative before action brought. This question had been mooted in *James* v. *Pritchard* (7 M. & W. 216), where a vendee had been served with a notice by the rightful representative, and upon being sued by the *executor de son tort*, applied for relief under the Interpleader Act, but was refused; Alderson, B. saying, "If the circumstances amount to a defence, they should be pleaded." Although it is a clear principle that all lawful acts done by an *executor de son tort* will bind the rightful representative, this decision may give rise to a doubt whether, after such a notice, the vendee would be justified in making a payment to the *executor de son tort*.

Husband and wife.—A somewhat novel inference was attempted to be drawn from the civil disabilities consequent upon outlawry in the case of *Robinson* v. *Gore* (3 Law T. 54), where it was argued that an outlaw in a civil proceeding became so completely *civiliter mortuus* that his wife was competent to contract as a *feme sole*; but it was not allowed; and it would have been strange to have seen such a decision after the recent cases, which tend to shew that an outlaw is capable of appearing in court to avoid proceedings against himself (see *Byrne* v. *Manning*, 2 D. N. S. 403), as well as to reverse his outlawry. He is in a very different position from a convicted felon, who, pending his period of punishment, is altogether dead in law.

Guarantee.—It was attempted, in *Jones* v. *Kearns* (3 Law T. 178) to support a count for

an account stated by an acknowledgment of a debt which, in fact, had reference to a previous guarantee void for want of consideration; but this was not permitted, for it would have been only a circuitous method of evading the Statute of Frauds.

Laches.—Cases on this subject must usually be determined on their individual merits; but we think that of *Keele* v. *Wheeler* (3 Law T. 202) may fitly find a place in our Review. The plaintiff sold to the defendants eight Old Pier Bonds. Securities under this name usually bore 5*l.* per cent. interest, but for some particular reason these bonds, with a memorandum apparently made when they were originally executed, bore only 4 per cent. The bonds were seen by the agent of the defendant, and delivered to him. He kept them for two days, when the defendant, discovering the mistake, returned them. The plaintiff brought an action for non-acceptance. No fraud was imputed to either party. The Court held that there was greater *laches* on the part of the plaintiff in not informing the vendee of the memorandum than there was in the defendant's agent retaining the bonds two days without discovering it, and upheld the verdict for the defendant.

Limitations, Statute of.—The text-books usually lay down, that where the plaintiff is abroad at the time when the cause of action accrues, the statute does not attach against him until his return, and this position, resting on the authority of *Strithurst* v. *Greene* (3 Wils. 145), was fully confirmed in *Levieux* v. *Berkeley* (3 Law T. 50; 13 L. J. 213, Q. B.)

Money had and received.—An action for money had and received will not lie unless there is something definite and certain to be paid over, and, accordingly, where a party authorizes certain trustees to receive moneys for him on particular trusts, the surplus to be paid over to him, he cannot bring an action in this form for the surplus. (*Edwards* v. *Bates*, 3 Law T. 203.)

Partnership.—The general test of partnership is the right to participation in the profits, and accordingly, the opinion of Coltman, J. who held at Nisi Prius, in *Campbell* v. *Pownall*, that an agreement among several persons to share each other's losses, &c. constituted a partnership, was overruled by the Court of Exchequer, and a new trial granted. (3 Law T. 182.)

Authority of one partner to bind the firm.—There are two cases worthy of notice on this head in addition to that of *Haslam* v. *Young*, already given under the head of Attorney and Solicitor. The first is *Clark* v. *Cole* (3 Law T. 183), in which one Blachford, a partner in two distinct banks, had affected to transfer a customer's balance from the one to the other, but without the knowledge of his co-partners in the second bank. The customer drew upon the second bank, but on the failure of the first bank, discovered that Blachford never, in fact, transferred his account, and the second bank then sued the customer for the money they had advanced upon the cheques which had been drawn against the balance supposed to have been transferred. The jury at the trial found that "Blachford, who was the responsible agent of both firms, entered into the agreement without the knowledge of his partners;" but the Court held that, in the absence of express authority for him to do this, he could not bind the firm, and that they would not construe the word "responsible" to mean that he had such authority, and that therefore, without regard to the hardship of the case, the second bank were entitled to recover.

Gordon v. *Ellis* (3 Law T. 204) is another useful case on this subject. The facts were, that the plaintiffs were co-partners; that the plaintiff Gordon, with the privity of the other partners, employed the defendants to sell the property; that the defendants believed Gordon to be the sole owner of the property, and having no knowledge that the other plaintiffs had any interest in it, before the property was sold, at the request of Gordon, lent him several sums of money in the pleas mentioned, and it was agreed that they (the defendants) might retain, and deduct, and reimburse themselves out of the proceeds of the property so sold, and that the loans and advances were made on the faith and confidence of such agreement. This was held to be a good defence against an action brought by the firm, for it would have been so against Gordon suing alone, and the principle is, that where a plaintiff is barred of a demand due to himself and others, he cannot recover by joining the others in a subsequent action.

Shipowner, when liable.—It was formerly supposed, that the being registered owner was a sufficient legal ownership to make a party liable for necessary repairs to the ship; but this doctrine was repudiated in *Briggs* v. *Wilkinson* (7 B. & C. 35), and again, in the recent case of *Curling* v. *Robertson* (3 Law T. 56, 13 L. J. 137, C.P.), so that it is settled law, that by continuing on the register after parting with all beneficial interest no liability is incurred.

Stoppage in transitu.—The frequency of sales and resales in docks and warehouses renders the case of *Lackington* v. *Atherton* (3 Law T. 57, 13 L. J. 140, C. P. 8 Jur. 407), deserving of attention. It shews that an unpaid vendor of goods still standing in the name of a prior vendor, may stop *in transitu*, notwithstanding he has affected to transfer the possession of the goods by a delivery order to his vendee; for as the goods stand in the name of the original vendor, the bailees are not bound to obey any other order but his, and there is no constructive delivery by the second order. But had the bankrupt vendees previously sold the goods, or acted upon the faith of this ineffectual order, it seems that the vendor would then have been estopped from questioning the efficacy of his own delivery-order.

COSTS.

We have several cases to notice upon this head of practice, which, following the arrangement adopted in our previous reviews, we keep distinct, placing the titles alphabetically for the greater convenience.

Action directed by Court of Equity.—The costs of an action directed by a court of equity are determined according to the courts of common law, but those of an issue are within the jurisdiction of the courts of equity. (*Gebert* v. *Pales*, 3 Law T. 183.)

Affidavit of increase.—The rule of court, M. T. 1830, Ex. requires the party seeking the increase to serve a copy of his affidavit on the other side, and the omission of the *jurat* in such copy would render it insufficient, and the taxation would be reviewed. (*Wheldale* v. *Northern and Eastern Railway Company*, 3 Law T. 138.)

Amendment after cause made a remanet.—Where, after a cause is made a *remanet*, the plaintiff amends the declaration, and defendant pleads *de novo*, the plaintiff will not, in case of ultimate success, be entitled to the costs of the issue and of preparing for the first trial. (*Wilton* v. *Snook*, 3 Law T. 105; 13 L. J. 236, Ex.)

Feigned issue.—Upon a feigned issue under the Tithe Commutation Act, with several counts, to try the validity of an equal number of moduses, as to some of which the plaintiff succeeds, and the defendant as to the remainder, neither party is entitled to the general costs of the issue, but the order will be drawn up as in *Lewis* v. *Holding* (2 M. & G. 885), under the Interpleader Act, giving to each party the costs of such portion of the issues as he has succeeded upon.

Lower scale.—In our review of Michaelmas Term (2 Law T. 293) we pointed out the case of *Richardson* v. *Kensit*, just reported in 1 D. & L. 748, as shewing that the Master is not imperatively bound to tax the defendant's costs according to the lower scale when less than 20*l.* is sought to be recovered; and *Ellman* v. *Williams* (3 L. T. 106) is not at variance with this; for the observation of Coleridge, J. that the Master has no discretion, must be considered with reference to the facts, and it is quite correct that he has no discretion in taxing the *plaintiff's costs*. The reason of the distinction is, that the plaintiff is within the letter of the rule, and the defendant only within the spirit.

Notice of Trial.—The costs of the day must, it seems, be always paid by the plaintiff, if, in consequence of the cause being called on before the time mentioned in the notice of trial, it is struck out of the list, nor will the court interfere with the decision of the judge at Nisi Prius as to the propriety of the cause being struck out. (*Gurney* v. *Walker*, 3 Law T. 183.)

Payment to one defendant.—If, in an action *ex contractu* against two defendants, judgment against them both is set aside for irregularity, with costs at the instance of one defendant only, a payment of the costs to the other defendant will be bad, and no answer to a demand by the other. (*Showler* v. *Stoakes and Yeomans*, 3 Law T. 127; 8 Jur. 580.)

Prosecutor and party grieved under 5 & 6 W. & M. c. 11.—The party grieved, being also the prosecutor of an indictment for nuisance, is entitled to his costs under this statute, although he may have received pecuniary assistance from other parties; for it would be very inconvenient for the Court to inquire into the actual amount he has contributed. (*Reg.* v. *Williams*, 3 Law T. 220.)

Trespass.—The case of *Brewer* v. *Dew* (3 Law T. 60) has recognized the correctness of the decision in *Taylor* v. *Rolfe*, as explained *supra*, vol. 2, 323. But although the 3 & 4 Vict. c. 24, does not apply to judgments on demurrer, yet the plaintiff, who, after succeeding on the demurrer, goes down to trial on the other issues, and recovers less than forty shillings, and the judge refuses to certify, he will only be entitled to the costs on the demurrer, and not to the general costs of the cause or of the issues in fact found for him.

In a recent article on Costs (*supra*, p. 174) we noticed the case of *Shirwin* v. *Swindalls* (3 Law T. 106), and observed that, by the 8 & 9 Wm. 3, c. 11, a certificate might have been granted at any time between the verdict and final judgment. The case has since been more fully reported in 13 L. J. 237, and more clearly in 8 Jur. 580.

It seems from these reports, that the 8 & 9 Wm. 3, although not repealed, must be considered so far modified by 3 & 4 Vict. c. 24, that the certificate must be given "immediately." The exact construction of section 3 is doubtful. It may be that the judge is bound to certify whenever there has been a notice in writing, or it may be that the plaintiff is entitled to costs without any certificate. In this case it would seem that a suggestion would be necessary, according to the rule that where the right to *any* costs is in question and depends upon a fact, the determination of which is not by the statute law vested in the Court it must be stated upon the record. But then it would be traversable (*Watson* v. *Quilter*, 11 M. & W. 760), a defendant would consequently have it in his power to cause great delay and expense before the costs could be obtained. It will, therefore, be advisable in all cases, even where an express written notice is proved, to obtain the judge's certificate. As to the construction of the word "immediately," see *supra*, 173.

Trespass for mesne profits.—A plaintiff can only recover in an action for mesne profits, as costs of a previous ejectment, the amount allowed by the master as between party and party. His *allocatur* is the proper and only criterion. (*Doe* v. *Filliter*, 3 Law T. 181.)

CUSTOM AND PRESCRIPTION.

A case, involving all the learning respecting these somewhat abstruse subjects, has been decided in the Exchequer Chamber, and may be examined advantageously in connexion with that of *Hilton* v. *Lord Grenville* (Review of H. T. 2 Law T. 447). The point decided was, that inhabitants *quâ* inhabitants cannot prescribe for an easement *in alieno solo*, which a right to place stalls in a market-place, without making any payment to the owner of the market, must be considered to be, although possibly a mere claim of exemption, or discharge from tolls, might be so prescribed for. (*Lockwood* v. *Wood*, 3 Law T. 139.)

EVIDENCE.

We have little of importance to notice in this branch of the law. Under the pleas of payment on agreement that the plaintiff should accept an authority to pay himself out of moneys belonging to the defendant, and about to be received by the plaintiff, as payment, is admissible, because the parties have agreed to treat it as payment. (*Nicholas* v *Morgan*, 3 Law T. 183.) So, any agreement by way of part payment would take the debt out of the Statute of Limitations. (See *Cottam* v. *Partridge*, 4 S.C. N. R. 819.)

Work and Labour.—Under the general issue in an action for work and labour performed under a written contract, evidence is admissible that a portion of the materials were furnished by the defendant. (*Newton* v. *Forster*, 3 Law T. 58, 78.) This was decided on the authority of *Cousins* v. *Paddon* (2 C. M. & R. 547), and *Turner* v. *Diaper* (2 M. & Gr. 241). In the latter case, to cover the balance due upon an agreement for certain work, the defendant proved that he had employed workmen to finish a certain portion, equal in value to that balance, as was shewn by the fact that he had paid to the workmen the amount of the balance, and it was held, that the plaintiff's demand was answered. The plaintiff having declared upon the executed contract, was bound to shew that he had completed work to the amount contracted for.

THE PROPERTY LAWYER.

I.—DEVISE—CONTINGENT REMAINDER—LIMITATION TO CHILDREN WHO SHALL ATTAIN TWENTY-ONE.

The case of *Festing and Others* v. *Allen and Others* (12 Mees. & Wels. 279) requires to be noticed here. The facts are these:—

Roger Belk, being seized in fee of certain freehold estates, devised them to trustees, to the use of his granddaughter, Martha H. Johnson, for life, "and from and after her decease, to the use of all and every the child or children of her, the said M. H. J. *who shall attain the age of twenty-one years*," &c. &c. "And for want of such issue," the trustees were to hold same, in trust as to one moiety, to permit Ann Johnson, the wife of his grandson, T. R. B. Johnson, to receive the rents and profits during her life, for the maintenance and education of all and every the child or children of his said grandson, *T. R. B. Johnson*, lawfully begotten, *who should attain the age of twenty-one* years, to hold as tenants in common, &c. And as to the other moiety, to stand possessed thereof to the use of *Sarah Rhodes*, for life, and after her decease, to the use of the children of the said *Sarah Rhodes* "*who should attain the age of twenty-one years*, to hold as tenants in common," &c.

Roger Belk, the testator, died in 1824, leaving the said *M. H. Johnson*, the said *Ann Johnson*, who had four children, and the said *Sarah Rhodes*, who had seven children, heirs, surviving. *Maria H. Johnson* married M. G. Festing in 1825, and died in 1833, leaving three children infants. Some of the children of *Ann Johnson* and *Sarah Rhodes* attained the age of twenty-one.

A bill in Chancery being filed, Vice-Chancellor WIGRAM directed a case to be stated for the opinion of the Barons of the Exchequer, and upon the facts above stated, the following questions were submitted:—

First, whether, upon the death of the said Martha Hannah Festing, Thomas Roger Belk Johnson, the heir-at-law of the testator, took any and what estate or interest in the real estates devised by the will, or the rents and profits thereof. *Secondly*, whether, upon the death of the said Martha Hannah Festing, the plaintiffs, as the infant children of the said Martha Hannah Festing, took any and what estate or interest in the real estates devised by the said will, or the rents and profits thereof. *Thirdly*, whether, upon the death of the said Martha Hannah Festing, the said Ann Johnson and her children, and the said Sarah Rhodes and her children, took any and what estate or interest in the said estates devised by the said will, or the rents and profits thereof.

These questions were elaborately argued by counsel.

Malins, for the infant children of Martha H. Festing, contended that they took upon their birth vested estates in fee-simple in the premises in question, liable to be devested if they died under twenty-one. He cited *Doe dem. Herbert* v. *Selby* (2 B. & Cr. 926); *Loddington* v. *Kime* (3 Lev. 431); *Boraston's* case (3 Co. 19); *Mansfield* v. *Dugard* (Fearne, 245); *Goodtitle* v. *Whitby* (1 Burr. 215); *Denn* v. *Satterthwaite* (1 W. Bl. 519); *Doe* v. *Lea* (1 T. R. 41); *Warter* v. *Hutchinson* (1 B. & C. 721); *Doe dem. Cadogan* v. *Ewart* (7 Ad. & El. 636); *Edwards* v. *Hammond* (3 Lev. 132); *Bromfield* v. *Crowder* (1 N. R. 313); *Doe dem. Roake* v. *Nowell* (1 Man. & Sel. 327); *Doe dem. Hunt* v. *Moore* (11 East, 601); *Doe dem. Dolley* v. *Ward* (9 Ad. & El. 582); *Phipps* v. *Ackers* (3 Ch. & Fin. 703); *Duffield* v. *Duffield* (3 Bligh, N. S. 20); *Russell* v. *Buchanan* (2 C. & M. 561); *Leach* v. *Robinson* (2 Meriv. 363); *Bull* v. *Pritchard* (1 Russ. 213); *Newman* v. *Newman* (10 Sim. 50); *Doe* v. *Nowell* (5 Dow. 202); *Doe* v. *Selby* (2 B. & C. 926).

Smythe, for Ann Johnson and all the representatives of T. R. B. Johnson, further argued that the trustees took the legal estate in fee, and, therefore, that the contingent trust limitations did not require a preceding particular estate of freehold to support them. He cited *Doe dem. Compere* v. *Hicks* (7 T. R. 433); *Doe dem. Tomkyn* v. *Willan* (2 B. & Ald. 84); *Houston* v. *Hughes* (6 B. & C. 403); *Barber* v. *Greenwood* (4 M. & W. 431); and *Hopkins* v. *Hopkins* (Fearne Cont. Re. 304).

Butt, for Mrs. Rhodes and children, argued that there was a difference between cases where the devise is to children "if" or "when" they shall attain a certain age, and to those "who" shall attain such age.

W. T. S. Daniel, for the devisees of the heir-at-law, argued, 1st, That the children of Hannah Festing were not entitled, because, at her death, they had not attained the age of twenty-one, the attainment of such age being part of the description of the devisee. 2nd. If the plaintiffs cannot take, the will fails altogether, and the heir is entitled: citing *Doe* v. *Colyear* (11 East, 377); *Jones* v. *Wenwil* (1 Eq. Ca. Ab. 245); *Meadows* v. *Parry* (1 Ves. & B. 124).

The judgment of the Court was delivered by ROLFE, B. who, after reading the will, said:—

Martha Hannah Johnson survived the testator's widow, and after his death, namely, in the year 1825, married Maurice Green Festing. She died in 1833, leaving three infant children; and the main question is, whether those children took on her death any interest in the devised estates.

We think that they did not. It was contended on their behalf that they took vested estates in fee immediately on the death of their mother, subject only to be devested in the event of their dying under twenty-one, and the case, it was said, must be treated as coming within the principle of the decision of the House of Lords in *Phipps* v. *Ackers*, and the cases there referred to. To this, however, we cannot accede. In all those cases there was an absolute gift to some ascertained person or persons, and the Courts held, that words accompanying the gift, though apparently importing a contingency or contingencies, did in reality only indicate certain circumstances on the happening or not happening of which the estate previously devised should be devested, and pass from the first devisee into some other channel. The clear distinction in the present case is, that here there is no gift to any one who does not answer the whole of the requisite description. The gift is not to the children of Mrs. Festing, but to the children who shall attain twenty-one, and no one who has not attained his age of twenty-one years is an object of the testator's bounty, any more than a person who is not a child of Mrs. Festing. Even if there were no authority establishing this to be a substantial and not an imaginary distinction, still we should not feel inclined to extend the doctrine of *Doe* v. *Moore* and *Phipps* v. *Ackers* to cases not precisely similar. But, in fact, the distinction to which we have adverted in a great measure forms the ground of the decision in the case of *Duffield* v. *Duffield*, in the House of Lords, and *Russell* v. *Buchanan* (2 C. & M. 561) in this court, and on this short ground our opinion is founded. We think that Mrs. Festing was tenant for life, with contingent remainders in fee to such of her children as should attain twenty-one; and as no child had attained twenty-one when the particular estate determined by her death, the remainder was necessarily defeated. It is equally clear that all the other limitations were defeated by the same event, namely, the death of Mrs. Festing leaving several infant children, but no child who had then attained the age of twenty-one years. For the limitations to take effect at her decease were all of them contingent remainders in fee, one or other of which was to take effect according to the events pointed out. If Mrs. Festing had left at her decease a child who had then attained the age of twenty-one years, her child or children would have taken absolutely, to the exclusion of all the other contingent remainder men. If, on the other hand, there had at her decease been a failure of her child or children who should attain twenty-one, then the alternative limitations would have taken effect; but this did not happen, for though she left no child of the age of twenty-one years, and therefore capable of taking under the devise in favour of her children, yet neither is it possible to say that there was at her decease a failure of her issue who should attain the age of twenty-one years, for she left three children, all or any of whom might and still may attain the prescribed age; so that the contingency on which alone the alternative limitations were to take effect had not happened when the particular estate determined, and those alternative limitations, all of which were clearly contingent remainders, were therefore defeated. On these short grounds, we think it clear, that neither the infant children of Mrs. Festing, nor the parties who were to take the estate in case of her leaving no child who should attain twenty-one, take any interest whatever, but that on her death the whole estate and interest vested in the heir-at-law.

We shall certify our opinion to Vice-Chancellor Wigram accordingly.

The following certificate was afterwards sent:—

"We have heard this case argued by counsel, and we are of opinion,

"First, that upon the death of Martha Hannah Festing, in the pleadings named, Thomas Roger Belk Johnson, therein also named as the heir-at-law of the testator, Roger Belk, took an estate in fee-simple in the real estates devised by the will of the said testator, Roger Belk.

"Secondly, that upon the death of the said Martha Hannah Festing, the plaintiffs, as the infant children of the said Martha Hannah Festing, took no estate or interest in the real estates devised by the said will of the said testator, Roger Belk, or the rents and profits thereof.

"Thirdly, that upon the death of the said Martha H. Festing, neither the said Ann Johnson nor her children, nor the said Sarah Rhodes nor her children, in the pleadings respectively named, took any estate or interest in the real estates devised by the said will of the said testator, Roger Belk, or the rents and profits thereof.

"ABINGER,
J. PARKE,
J. GURNEY,
R. M. ROLFE.

"Dated the 20th day of November, 1843."

II.—WILL.—CHARGE OF DEBTS ON REAL ESTATE.

PRICE v. NORTH.
(Reported 1 Ph. 85.)

Roderick Gwynne commenced his will thus:—

"First, I will that all my just debts, funeral expenses, and the costs and charges of proving this my will, be fully paid and satisfied."

He then devised his real estate to his daughter and her issue, in strict settlement; and, after giving one specific and one pecuniary legacy, he gave all the residue of his personal estate, "after and subject to the payment of all my just debts, funeral, and testamentary expenses, and the legacies thereinbefore bequeathed," to his said daughter at the age of 21.

The proceeds of the testator's real estate had been, by the Court of Exchequer (see 4 Y. & Coll. 509), declared to be legal assets.

The administrators, on behalf of the simple contract creditors, appealed from that order to the Lord Chancellor.

Swanston and *Coleridge*, in support of the order below, contended that the presumption arising from the first clause of the will, of an intention to charge the real estate with debts, was rebutted by the words "after and subject to the payment," &c. in the subsequent clause. But

The LORD CHANCELLOR (Lyndhurst) said:—

The question is, whether this will constitutes a charge upon the testator's real estate, for the payment of his debts. Now, the first direction in the will clearly amounts to a charge: that is admitted; but it is only a charge by implication, and may therefore be rebutted, provided there be any thing to be found in other parts of the will inconsistent with the supposition that such was the testator's intention. Thus, in *Thomas* v. *Britnell* (2 Ves. sen. 313), the testator first ordered all his debts and funeral charges to be honourably paid after his decease; but in a subsequent clause he devised all his real estate, with a certain exception, to trustees, in trust for the payment of his debts, funeral expenses, and legacies, at the same time directing that the excepted estates should be applied first to payment of the legacies. That specific appropriation of a part only of his estates to the payment of debts was clearly inconsistent with an intention to charge the estates generally. So, in *Douce* v. *Lady Torrington*, the will commenced with a similar clause; but, by the codicil, the rents and profits of the testator's real estate were charged with the payment of 200*l.* a year to his son, and the residue only was to be applied to the discharge of the testator's simple contract debts. That was also clearly inconsistent with a general charge of debts on the real estate, and so it was accordingly held. The case of *Palmer* v. *Graves* perhaps goes further; but that decision was professedly founded on the two last-mentioned cases, and cannot therefore be considered as laying down any new principle.

Now, what is here relied on for repelling the implication? It is the last clause. But when the testator bequeaths his personal estate, "after and subject to the payment of his debts," he does nothing inconsistent with an intention to charge his real estate with them also as an auxiliary fund; and, therefore, such a direction cannot control the operation of the general charge. Courts of equity have always been desirous of sustaining such charges for the benefit of creditors, and the presumption in favour of them is not to be repelled by any thing short of clear and manifest evidence of a contrary intention.

The decree, therefore, must be varied, by declaring that the real estates are equitable assets instead of legal.

LEGAL INTELLIGENCE.

PRACTICAL WORKING OF THE LIBEL LAW.

(From the *Cheltenham Examiner*.)

As an illustration of the practical working of the law of libel, and the immense expense it entails on those who unhappily fall under its operations, the following particulars of the recent actions against the proprietors of this paper may not be uninteresting to

the public. At the close of the year 1842, and early in 1843, certain proceedings took place at the Cheltenham Police-office, which created a great degree of excitement in the public mind. A series of articles commenting on these proceedings appeared in the *Cheltenham Examiner*, and in the month of January, 1843, Messrs. Rowe and Norman, the proprietors, were served with a copy of a writ, in an action complaining of four articles which had appeared respectively on the 7th, 14th, and 28th of December, 1842, and the 25th January, 1843. This writ was served at the suit of Mr. Augustus Newton; and shortly after another action was commenced in the names of Mr. and Mrs. Newton conjointly, complaining of one only of the same four articles. This action, after having had the venue changed from Herefordshire, was brought to trial at the Gloucester Spring Assizes, April, 1843, before Mr. Justice Erskine and a special jury, and resulted in a verdict, on the general issue, of Not Guilty for defendants. The expenses of this action to the day of trial, and in answering subsequent unsuccessful applications by the plaintiffs for a new trial, were, to the defendants, about 240*l.*; and of this sum they never received one farthing, the male plaintiff discharging his personal liability by means of the Insolvent Court. In the month of January, 1844, defendants were served with a copy of declaration, in the first action by Mr. Newton alone, and embracing, be it remembered, the very article on which, in the former action, the defendants had been declared not guilty, and the action, after repeated delays, came on in the Court of Common Pleas, at Westminster, before Chief Justice Tindal, on the 15th of June, just passed. The defendants pleaded a justification to the whole, and after a hearing of three days, and the examination of numerous witnesses for the defence, the jury returned a verdict that the justification was established on two material counts in the declaration, and a verdict on the two other counts for the plaintiff, with one farthing damages on each. The expense of this second action to the defendants, including counsel's fees, travelling expenses, maintenance and payment of witnesses, and other unavoidable charges, amounted in the whole to upwards of 600*l.* Thus in the two actions, grounded on nearly the same articles, and arising out of the same transactions, and on both of which the jury have returned virtual verdicts of not guilty, Messrs. Rowe and Norman have been put to the enormous expense of nearly 900*l.*; and that of course reckoning nothing for anxiety of mind, interference with business, and their own personal expenses.

The expense of these actions is a standing witness against the present libel law, and is enough to deter the journalist from doing his duty to the public, by commenting freely on matters of public import. These expenses, be it remembered, are incurred by parties pronounced not guilty; had the results been otherwise, and by a failure of the justification, a verdict of 40*s.* damages been given against them, the defendants, in addition to this 900*l.* would have had to pay the plaintiff's costs, amounting to several hundreds more.

WHITEHALL, July 10.—The Lord Chancellor has appointed R. Fulford, of Exeter, gent. to be a Master Extraordinary in the High Court of Chancery.

The Lord Chancellor has appointed William Freeman, of Cheltenham, in the county of Gloucester gent. to be a Master Extraordinary in the High Court of Chancery.

The Lord Chief Justice of the Common Pleas has appointed Mr. John Lyon Foster, of Hertford, gentleman, one of the Perpetual Commissioners for taking the acknowledgment of deeds by married women, under the Fines and Recoveries Act.

Mr. Comm ioner Evans has left his delightful residence at Hampstead, for his estates in Ireland.

PROCEEDINGS OF LAW SOCIETIES.

SOMERSET.

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland, in Parliament assembled.

The humble petition of Attorneys and Solicitors residing and practising in the county of Somerset, agreed to at a meeting of the Somersetshire Junior Attorneys' Club, held at the General Quarter Sessions of the Peace for the said county, at Bridgwater, on Wednesday, the 3rd day of July, 1844,

Sheweth—That the attention of your petitioners has been drawn to the Bill for the Amendment of the Laws for the Relief of the Poor, now before your honourable House, by which it is proposed to enact that clerks and officers to boards of guardians, constituted under the Poor Law Act, may conduct proceedings on behalf of the guardians before justices at special and petty sessions, although not certified attorneys, without incurring penalty for so doing; and that the auditors of the union accounts shall be empowered to tax any bills of costs of attorneys and solicitors against the union or the parishes comprised therein.

That the exclusive right of practising in all courts of justice has been conferred upon attorneys and solicitors by Act of Parliament, and that in consideration of the right thus secured, and of the privileges derived therefrom, your petitioners are called upon to pay heavy stamp-duties on their articles of clerkship, and their admission as attorneys and solicitors, and also a heavy annual duty for their certificates, under which they are entitled to practise. That your petitioners regard such proposed enactment as a violation of the tacit compact upon which these several duties are levied, and an open violation of the rights and privileges of your petitioners as attorneys and solicitors.

That the bills of costs of attorneys and solicitors should not be submitted to any other than the proper officers of the courts in which the business, the subject of such bills, is transacted, acting under the authority of such courts, and bound in such taxation by the principles laid down in the orders of the same courts for the taxation of costs, and qualified by official experience and knowledge of the principles on which such taxation should be made in the performance of their official duties.

Your petitioners therefore humbly pray your honourable House not to confer such authority as aforesaid on clerks and officers of boards of guardians, or to subject their remuneration to the adjudication of incompetent persons, but to expunge the before-mentioned clauses from the said Bill, so that your petitioners may not thereby be deprived of the rights and privileges which have been conferred on them, and to which they are at present by law entitled; or to afford to your petitioners such other relief in the premises as your honourable House, in its wisdom, may think fit.

And your petitioners, as in duty bound, shall ever pray, &c.

YORKSHIRE LAW SOCIETY.

At a meeting of the above society, held on Tuesday, the 16th of July inst. the following report of the proceedings of the committee was read:—

Report of the Committee—Summer Assizes, 1844.

The committee have, in the first place, to report to the members of this society, that considerable progress has been made in the formation of a General Union of the Provincial Law Societies. The resolutions of the meeting held on the 15th of March last, to the effect, "that in order to resist the various attempts constantly being made to centralize the business of the legal profession in the metropolis, continual exertion and watchfulness on the part of the country solicitors is required, and some permanent union between the different law societies is very desirable; that the secretary communicate with the Manchester Law Association, and the other societies, urging the importance of a union of this description, with a view to mutual co-operation on all matters of general importance to the Profession; and that Manchester, on account of the facility of communication between that town and the different parts of the kingdom, and the activity and efficiency of its present Law Association, be recommended as the place of union, and that it be also recommended that representatives from the various law societies meet there annually,"—were duly forwarded to the various provincial societies, and have met with very general approval and concurrence; the committee of the Manchester Law Association have promised every assistance in their power towards effecting the proposed union, and so many societies have expressed their intention to join it, that no doubt can now be entertained of its complete formation: the importance and necessity of it seem to be generally admitted.

During the last few months, matters have engaged the attention of the committee, in which the necessity of a general co-operation amongst the members of the Profession has been apparent. We have joined in petitioning Parliament on the subject of the monstrous Chancery compensations, and the additional fees imposed upon the suitors of the court; a considerable reduction has since been made in the charge for office copies, but the evil complained of has not yet been removed.

The committee have also petitioned Parliament respecting certain obnoxious clauses inserted in the Poor Law Amendment Bill, now before Parliament, by which the Attorneys and Solicitors Act is to a certain extent repealed. By clause 34, it is proposed to enact "That on application of any overseer, or of any board of guardians, or of any attorney-at-law, it shall be the duty of the clerk of the peace of the county or place, or his deputy, if thereunto required, to tax any bill due to any solicitor or attorney in respect of business performed on behalf of any parish or union situate wholly or in part within such county or place, and the allowance of any sum on such taxation shall be *primâ facie* evidence of the reasonableness of the amount, but not of the legality of the charge; and the clerk of the peace shall be allowed for such taxation, after the rate to be fixed from time to time by the Master of the Crown Office, and declared by an order of the said commissioners; and *if any such bill be not taxed before it is presented to the auditor, the auditor's decision on the reasonableness as well as the legality of the charges shall be final*;" and by clause 60, "That notwithstanding any thing contained in an Act passed in the seventh year of the the reign of her Majesty, intituled 'An Act for consolidating and amending several of the Laws relating to Attorneys and Solicitors practising in England and Wales,' it shal be lawful for any *clerk or other officer* to any board of guardians constituted under the said first recited Act, or to any district board, if duly empowered by such board, to make or resist any application, claim, or complaint, or to *take and conduct any proceedings* on behalf of such board *before any justice or justice of the peace at petty or special sessions, or out of sessions*, although *such clerk or officer be not an attorney or solicitor*, or have not obtained a stamped certificate in pursuance of the provision of the said Act." It is difficult to imagine any thing more unjust in principle than those clauses, but they appear likely to pass the House of Commons without the slightest opposition. The committee cannot leave this subject without recommending the Profession to turn their attention to the necessity of securing some advocates of their views in the House of Commons, the Profession being at present without a representative in the House, and the barristers, instead of supporting them, usually taking the opposite course.

The Ecclesiastical Courts Bill, referred to in the last report, has been withdrawn; the committee recommend the greatest watchfulness on this subject, as they believe the parties in favour of centralization have been principally concerned in defeating it. It is also a subject of regret to the committee to report that the County Courts Bill is likely to be withdrawn, so that the humbler classes of the community, are in many places still to be left without the means of recovering small debts, except at ruinous expense and risk. The committee have forwarded petitions to Parliament relating to both these Bills, since the last general meeting, copies of which are annexed.

In compliance with a resolution of the last general meeting, the secretary has suggested to the clerks of the peace in the city and county, the expediency of advertising in the LAW TIMES the periods of holding the Quarter Sessions of their respective jurisdictions; this has been in some instances complied with, and the committee have no doubt that, if generally adopted, it would be found to be very useful to the Profession.

It having been represented to the committee, that an attorney's clerk at ——, was carrying on business there in the name of a solicitor residing at ——, the committee felt it to be their duty to take certain steps with respect to the matter, which have led to the postponement of the party's admission as an attorney on his making an application for that purpose in Trinity Term last.

CORRESPONDENCE.

STAMP DUTIES.

(MORTGAGE TRANSFERS.)

TO THE EDITOR OF THE LAW TIMES.

SIR,—I am glad to find the Profession are so keenly alive to the insensate decision (if I may so call it) in *Brown* v. *Pegg*, LAW T. 22nd June last.

The manner in which this item of our statute law had been previously interpreted by the Courts was such that, with the above case to boot, it is absolutely ridiculous to look to the *decisions* for the law thereon; we must go back to the Stamp Acts themselves; and by way of testing the notions of those who conceive that in cases of mortgage-transfer, with further money advanced, there is any other duty payable than the *ad val.* (mortgage) duty in respect of such further amount, let us ask the advocates on that side of the question to be kind enough to furnish their professional brethren at large with the precise *grounds*, drawn exclusively from the Stamp Acts, whereon they argue the liability to any such further duty.

Theirs being the affirmative of the proposition, they should establish it by quotation from the statutes.

The subject is one which, by its very minuteness, seems hitherto to have baffled judicial optics; let us now have a plain, straightforward, practical version of the liability (if any) delivered *out of court*. This may save us from being again compelled to hear, as we have done, of such awful monstrosities as that of the *ad valorem* on *transfers* actually "swallowing up the *transfer* duty"!!!—*vide* Patteson, J. in *Lant* v. *Pease*.

I remain, Mr. Editor,

Yours, truly,

Shefford, July 15, 1844. GEO. AUSTIN.

REMOVAL—CERTIFICATE OF CHARGEABILITY.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Among the various objections to which the certificate of chargeability "under the 5 & 6 Vict. c. 57, s. 17," is liable, where that instrument has been

used as evidence by magistrates making an order of removal, there is one, and, as it seems to me, a very important one, though I cannot find that it has been taken in any reported case, which has hitherto prevented me from adopting it as the evidence of chargeability, on applying for an order of removal. I allude to its *date*. The certificate states that the pauper became, at a stated period, and "hath thence, *until this day*, continued chargeable to the said parish."

Now there is not one case in fifty in which the order of removal is made (or can be made) on the same day that the certificate of chargeability is obtained; and if the order is not obtained until several days afterwards, say a week, how does the certificate afford evidence that the pauper is chargeable *at the time of making the order of removal?* It has always appeared to me that the certificate can only be used as evidence of the chargeability on the hearing of an appeal before the Quarter Sessions, in which case, one can always be obtained subsequent in date to the order of removal; and this may, perhaps, save the expense of taking the relieving officer to the sessions as a witness; but, generally speaking, a greater expense will be incurred in taking the clerk to the guardians, or some other person, as a witness to prove the certificate. In every case there is more trouble in proving the *certificate* than the facts of the chargeability. Surely such an instrument, with all its attendant formalities, ought to be allowed to prove itself.

I trouble you with these observations, thinking that they may perhaps be useful,

And am, Sir, your obedient servant,

EDWARD ARGLES.

Biggleswade, July 17, 1844.

STAMP ON TRANSFER OF MORTGAGE.

TO THE EDITOR OF THE LAW TIMES.

Sir,—There is no doubt that the decision of the Court of Queen's Bench in the late case of *Brown* v. *Pegg* is calculated to cause some stir in the profession. I concur, generally, in the commentary of your "Subscriber of Age and Experience," as published in your last number (p. 293), but may I be allowed to ask him, whether he considers that a "progressive" duty is payable on transfer of mortgages exceeding thirty folios in length? It will be seen, that your correspondent, Mr. Austin, contends that no progressive duty is payable, whatever may be the length of the deed; and upon this point there appears some doubt, though I believe it has never been distinctly raised in argument.

Ever since the decision in *Doe* dem. *Bartley* v. *Grey*, the profession, generally, have no doubt acted on the principle there laid down: but where the first mortgage is for a term only, and on its being transferred to a party making a further advance, that party takes a conveyance of the fee to himself by a feoffment or lease and release (before the late Act abolishing the lease for a year), and has the term assigned to a trustee for him, surely the 35s. duty must be payable on the lease for a year, and the *ad valorum* duty for the further advance on the release; there must be a lease for a year, or something equivalent to it, and that instrument must surely be liable to duty. If not, I shall be very glad to be enlightened on this subject. In *Brown* v. *Pegg*, the fee was conveyed by appointment under a power, and in that case, therefore, I should have considered the 35s. stamp to be wholly unnecessary. I am, Sir,

Your very obedient servant,

EDW. ARGLES.

Biggleswade, July 17, 1844.

NEW INSOLVENT ACT.

5 & 6 VICTORIA, CAP. 116, SEC. 1.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Since the LAW TIMES has become a very general organ of the Profession, I apprehend a portion of its columns may not improperly be devoted to observations of its subscribers from time to time, suggestive of improvements in the principles and practice of the various departments of the law; therefore I take the liberty of requesting the insertion of the following remarks:—

By the above Act, any person not being a trader, or being a trader owing less than 300*l.* on giving and publishing the required notice, may present and file a petition to the Court of Bankruptcy in London, or District Court of Bankruptcy in the Country (as the case may be), and thereupon the judge or commissioner is to give a protection (called the Interim Order) to the petitioner from all process whatever, &c. with the exception stated in the second section.

Such of your readers as have practised in the Court of Bankruptcy under this statute will, I think, agree with me, that it is desirable to alter, with a view of amending this section, and the rules of court founded thereon; by enabling the petitioner to obtain his protection or Interim Order immediately upon the *first publication* of his notice in the Gazette, on a *peremptory* undertaking to file his petition and schedule within a certain given time, or on other stringent terms.

According to the existing law and practice, I submit, but few insolvents can avail themselves of the beneficent provisions of the Legislature, without experiencing both injustice and expense, whilst, on the other hand, the creditor is delayed and incurs a heavy loss in the shape of the costs of a vexatious and fruitless action.

Thus:—An insolvent, finding his circumstances desperate, being pursued by one or more creditors, is advised to avail himself of this statute, and petition the Court of Bankruptcy (which, at the lowest estimate, I believe, in the country, will cost him 25*l.*), and if, as is generally the case, he has delayed matters so far as to allow execution to be issued out, it then also becomes necessary (at a great expense, which must come eventually out of his estate) to make himself *non est inventus* during the time required for the two preliminary publications of the notice in the Gazette and newspapers.

This constitutes an evil to be complained of, as being unnecessarily caused, without the slightest benefit whatever resulting to either the estate or creditors of the petitioner. Now, if the protection or Interim Order were granted (upon a peremptory understanding that the petition and schedule be filed without delay), concurrently in point of time with the first publication of the required notice in the Gazette, much delay and expense would be saved, both to the petitioner, his estate, and creditors, whilst the operation of the Act would be most beneficially *extended*, without encouraging unavailing and unintentional efforts to "take the benefit of the Act."

Yours, respectfully,

AARON WILLS GAY.

Cheltenham, July 18, 1844.

TRANSFERS OF MORTGAGE STAMPS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I confess I do not see the discrepancies alleged to exist in the decisions upon this subject.

In *Doe dem. Bartley* v. *Gray* (1825) the question before the Court was the proper duty upon a tranfer of security from the original mortgagee, with the concurrence and confirmation of the mortgagor, to a new party, who made a further advance, *charged in the same premises*, and then the Court ruled that an *ad valorem* stamp in the further advance, with the progressive duty of 1*l.* was sufficient, Lord Denman adding that it was not necessary to decide whether a common deed-stamp was necessary in addition, as the *transfer stamp erroneously put on* coverred that.

In *Doe dem. Barnes* v. *Rowe* (1838) it was held that an *ad valorem* stamp upon the further sum was sufficient *without any deed-stamp*, thus settling the question left open in the prior case.

In *Lant* v. *Pearce* (1838) the facts were different. There, there was a further advance upon a transfer of the old mortgage *and other premises*, which were brought into the security; and it was ruled that a deed-stamp was rejected *in respect of the further security*.

The question, then, in reference to the late case of *Brown* v. *Pegg*, is, whether it was not analogous to that of *Lant* v. *Pearce*—whether the grant of the fee of the premises, originally charged for a term, constitutes a "further security?" A covenant for payment was added; and the Court said—"It is clear this operated as a new security, and that a deed-stamp, at least, became necessary in consequence thereof."

If the Court be right in its view, that the grant of the fee constitutes a *new security*, then is *Brown* v. *Pegg* consistent with *Lant* v. *Pearce*. But, at all events, I think I am right in saying that there is no absolute discrepancy in the decisions; inasmuch as the point upon which *Brown* v. *Pegg* turned was not a question in the prior cases.

It does not in either of them appear what weight is attached to the covenant for payment of the entire sum entered into by the mortgagor with the new mortgagee; though the Court, in *Brown* v. *Pegg*, seems to have coupled its existence with the grant of the further estate in the premises, and, having alluded to both, observed a new security was given.

It will now be very desirable to have a decision upon the effect of the covenant *per se*, as it would then be ascertained what weight is attached to the grant of the fee without it. When both meet, the practice may be considered settled; and we shall do well, I think, in all cases where a further estate in the premises is granted to a new mortgagee, to affix the deed-stamp, treating it *quoad* this estate as a new, or further security. But what is to be done in respect of a covenant, when no new estate, or further security, is created?

I shall be glad to have it shewn, if I am wrong in the view taken of these cases.

Yours, truly,

EDWARD KNOCKER.

Dover, July 18, 1844.

P.S. I may observe that your correspondent's letter in the last Number carries the quotation of *Doe dem. Bartley* v. *Gray* much further than it is reported in the *Law Journal* (K. B. 197, 1826). According to that report, the term was assigned to a trustee for the new mortgagee only. But the statement of the case and arguments of counsel seem to be somewhat at variance. What are the facts?

SELECTIONS FROM CORRESPONDENCE.

OUTIS, from Lincoln's-inn, thus writes on the subject of the Stamps on Transfers of Mortgage:—

Lest any of your readers should be misled by the statements of a correspondent in your paper of last week, will you permit me to observe that he has quite misunderstood *Doe* v. *Gray* (3 Ad. & Ell. 89). That case (as well as *Doe* v. *Rowe*, 4 B. N. C. 737), only decided that where the *ad. val.* duty was payable on a transfer of mortgage, there the 35s. stamp was not payable, *if no further security was added*. The question, whether the conveyance of the fee constituted such further security, was certainly mooted in *Doe* v. *Gray*; but if your correspondent turns from the mortgage note to the report of the case, p. 98 (Ad. & Ell.), he will find that Lord Denman expressly declined to offer an opinion on the point.

The case of *Lant* v. *Peace* (8 Ad. & Ell. 248) next decided that the addition of other property constituted such further security.

And, ultimately, the case of *Brown* v. *Pegg*, as reported in your paper, decided (as far as I am aware, for the first time) what the Court declined to decide in *Doe* v. *Gray*, so that the conveyance of the fee and the covenant contained in the deed amounted to such "further security."

To Readers and Correspondents.

A. B.—*The subject is one which we hope to treat at our earliest leisure.*

T. C. HALL.—*We are as ignorant as himself of that person's whereabouts. We but copied the newspaper report.*

JAS. DRUITT (Christchurch).—*We hope in future to understand him. We did not do so, nor is such the usual mode of intimating the anonymous.*

G. T. P.—*Not known.*

W. D.—*A candid expression of opinion is not the less respected because it differs from our own.*

J. E. N. *stands over for the present, owing to quantity of matter.*

J. J. (Northampton).—*Inquiry shall be made after the case named.*

G. M. (Shrewsbury).—*We have so many letters on the same subject, that we fear we shall be compelled to omit his in common with the rest.*

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NOTICE.

THE Fourth Part of the Appendix will be ready on Saturday next. It will complete the CRIMINAL LAW CONSOLIDATION BILL.

Parts I. II. III. may still be had.

THE LAW TIMES.

SATURDAY, JULY 20, 1844.

TO READERS.

IN consequence of a pressure of matter requiring immediate insertion received at the latest moment, we are compelled to omit some leading articles, and a great deal of correspondence, which were in type.

Now that the Vacation will afford leisure, we hope the lectures of Professor Carey will be completed, and those of Professor Taylor on Medical Jurisprudence commenced.

THE FRENCH BAR AND THE PRESIDENT OF THE COUR ROYALE.

We are enabled to lay before our readers an account of the late quarrel between the Bar and the President Seguier, which has been forwarded to us from a member of the Bar of of the Cour Royale.

TO THE EDITOR OF THE LAW TIMES.

Sir,—To give you a correct idea of this judicial incident, which has only two known precedents in France, I must first make you acquainted with the two parties engaged in the struggle. The President, M. Seguier, is a descendant of one of the most illustrious families of the gown in the reign of Henry III. His ancestors shone conspicuously in the ranks of the French magistracy, and many of them distinguished themselves in contesting the claims of the Jesuits and Ultramontanes. At the commencement of the revolution, the present M. Seguier was captain in the Dragoons; but Napoleon, from a vanity but little in harmony with his origin, sought out old names, and finding a Seguier close at hand, lost no time in launching him into the magistracy, and soon made him first President. From that time M. Seguier, whose office is held for life, as are all other magisterial employments in France, has kept his chair, offering in turn his congratulations to Napoleon, the Bourbons, and Louis Philippe. His speeches have, indeed, a peculiar stamp, for his praise and flattery are more exaggerated than the language of other functionaries who at different times are called upon to express their compliments at the foot of the throne. But, in spite of this pertinacious adulation of all governments, the President was exceedingly popular at one period. This was at the Restoration. To Charles the Tenth he annually declared his entire devotedness; but out of court he delighted in counteracting the Jesuitical tendencies of the Priest-party and the emigrants. At the Cour Royale he protected the liberty of the press, and there is a saying of his which deserves to be quoted and remembered:—"The court pronounces decrees, but cannot render services," replied he to a courtier, who requested, as a service to the throne, the condemnation of certain newspapers. But now it is no longer thus. M. Seguier is seventy-eight years of age, of an irascible and impatient temper, and with a most undisciplined tongue. From his seat he is facetious at the expense of pleaders and advocates, and regardless of the timidity of the young or of the experience of older men, he interrupts them perpetually. For some time past the Parisian bar, *en masse*, has been discontented with such proceedings. And you are aware that in France each tribunal and each Cour Royale has its corporation of advocates, which elects its chief, its council of discipline, and forms its own organization. This fraternity is a guarantee of morality. For the sake of the body, each member watches over himself, and acts suitably to his situation. The discipline of the Bar is very severe; the slightest offence, the slightest deviation from the scrupulous rules of the Profession, and the offender is punished by a suspension of his functions, or is struck off the roll. The Council of Discipline is composed of twenty members, the *bâtonnier* of the court being president, and now, as at all times, names highly honourable are to be found in it. I need only mention MM. Berryer, Odillon Barrot, Philippe Dupin, Marie, all men held high in the public opinion, and much esteemed. The intercourse between the magistracy and the bar has always been carried on with reciprocal deference, but M. Seguier lately seems to have forgotten what was due to either party, and before entering into the details of the retort which has occasioned the actual quarrel, I will mention one circumstance which caused a great sensation at the Palais de Justice. A barrister solicited that a suit then pleading should be postponed for a week, as he had that morning buried his daughter, and his grief rendered him incapable of doing justice to his client's interests. M. Seguier replied, with some humour, that public duty and the business of the court could not be deferred by private feeling, and to support his argument he quoted the words of Laroche Flavin, formerly President of the Parliament at Toulouse. This quotation did not hit the mark, for if the magistrate of the sixteenth century did instruct his colleagues not to interrupt *the usual business of the Parliament for their private concerns*, he also tells them *neither to forget or neglect their domestic affairs*. But if the erudition of M. Seguier failed in its application, on the other hand it produced a most unfavourable sensation from its being addressed to an advocate much esteemed by all. The newspapers took it up, but the President did not notice it, and a fortnight afterwards he gave way to his ungovernable speech with the greatest indecorum. An *avoué* requested the postponement of a cause, when M. Seguier exclaimed—"Delays are always being required; business is not carried on conscientiously at the bar; integrity, not talent, is wanting in the barristers: they accept all sorts of briefs without examination." The person replied, "I am not a barrister, but an *avoué*." "Oh!" said M. Seguier, "I thought you were a barrister." These words were heard by a member of the council of the order of advocates, and they too nearly concerned the honour and dignity of the bar for the council not to interfere. A meeting was convoked to deliberate on the measures to be taken, and it was decided, after two long sittings, that the members of the council should address a letter to M. Seguier, declaring their intention of not pleading before the upper chamber of the Cour Royale, unless the words pronounced by the first president were publicly retracted. At the same time, it was agreed that the *bâtonnier* should make known to the Procureur (Attorney) General, and to the Vice-President of the first Chamber, that this proceeding was a personal quarrel, and did not in the least affect the sentiments of the members of the council towards the magistracy.

Interviews were immediately held between the *bâtonnier* and many of the magistracy, with the view of effecting a reconciliation; but the political papers having seized upon this event, by no means political, had exasperated the parties, and all conciliatory measures were fruitless. The first time the president took his seat, the *bâtonnier*, accompanied by four members, appeared at the bar, in the hope that an apology would be made, but they were disappointed; and since then no advocate has pleaded before the upper chamber, for the whole bar has sided with the members of the Council of Discipline, and the suits are pleaded by the *avoués*, whose number is limited to sixty, out of which four at most are capable of pleading; and, of course, this state of things does not suit those whose causes are pending. Report says, that the Minister of Justice, and even the King, have been solicited to interfere; but, if each party persists, there is no legal means capable of ending the conflict, for M. Seguier's office is held for life, and the barristers cannot be compelled to plead.

The Cour Royale seems, however, to have declared for the President. Two general assemblies have been held, and at the majority of one voice only, the members of the bar who signed the letter addressed to the President have been summoned to appear before the Court.

This decision has created a great sensation in the legal world; and the Palais de Justice has been in a state of excitement, and groups of barristers are to be seen discussing the merits of the measure adopted by the Court, and the texts of law applicable to it; for in France the courts and tribunals have the right of citing before them barristers guilty of *want of respect to the magistracy*. But do the contents of that letter fail in respect to the magistracy? By no means. Barristers are at liberty to refrain from pleading, and they have a right publicly, but respectfully, to say so. Susceptibility is always honourable in a profession, and the public would not have the right to expect such good offices from a corporation who was careless of esteem. Those that demand respect are bound to render themselves worthy of it; and advocates ought to be commended for the regard they profess for their calling, as it is a guarantee both for their clients and justice. Early yesterday morning the crowd had invaded the Palais de Justice, so great has been the interest excited by this episode of our judicial history, and the members of the Council of Discipline have at length answered their summons to appear before the Cour Royale. But as in France the law prohibits publicity being given to the *private deliberations* of a Court, we can only repeat what was spoken on the occasion; and we only know that, after a speech of the Attorney-General's, remarkable for its conciliatory spirit, the *bâtonnier* read a report which had been drawn up and adopted by the council of advocates. The Attorney-General then demanded the suppression of the letter written to the President, warning the barristers, and enjoining them to resume their pleadings before the first chamber; and the Court, after four hours' deliberation, adopted the conclusions of the Attorney-General. As you may perceive, the question has not advanced a step. It is absurd to attempt to compel the advocates to plead; they have a right to refuse, without alleging their reasons; and that letter is unjustly considered to be a breach of respect towards the magistracy, it being nothing more than the expression of an individual feeling. Moreover, that letter has not yet been published, and will only be known when the decree of the Court has been signified to those who signed it.

The Court of Discipline perseveres in its determination, and has resigned *en masse*, that by new elections they may be convinced of the sympathy and consent of all their brother barristers. It is also said that an appeal will be made to the Court of Cassation against the decree of the Cour Royale, on the ground that it has made use of texts in the law that are not applicable to barristers. The Court of Cassation is, in France, the court of highest appeal, whose decrees are irrevocable, and whose only business is to decide whether the law has been properly applied in the cases submitted to its examination. The principal members of the bar have sided with the advocates, and it is reported that Louis Philippe has said, "*Patientia judicis magna est pars justitiæ.*"

Thus this quarrel stands at present. Its further progress I will duly report to you,

And remain, Sir, yours truly,

Avocat de la Cour Royale.

MORE ABOUT MR. THOMPSON.

We trust never to make an accusation without giving to the accused the most ample opportunity of defending or excusing himself. Upon this principle, we cheerfully insert the following defence of Mr. Thompson, even though it comes to us anonymously.

PROFESSIONAL MALPRACTICES.

TO THE EDITOR OF THE LAW TIMES.

Sir,—The very strong and positive condemnation passed by you on Mr. Thompson, of Chelmsford, in last Times, has caused me to read the reports of his alleged misdoings very attentively, and it appears to me your severe censure is hardly merited. At all events, as a strong doubt on the subject exists in my mind, and seeing the very great danger of a misuse of your power when commenting on the conduct of individuals, I take leave briefly to review the two cases quoted.

In the first there is nothing to shew that Mr. Thompson drew the briefs on both sides, as you charge him. He appears merely to have handed the two briefs to counsel. How often, at sessions and assizes, does one attorney hand to counsel another attorney's brief?

Did the counsel employed (Messrs. Marsh and Gray) become Mr. Thompson's co-conspirators, and play their parts so badly as to attract the attention of the Bench, or how did it happen the inquiry was made?

As to the case in the Insolvent Debtors' Court, where is the impropriety of an attorney of that court presenting the petition of an insolvent debtor when he had previously sued for another client? In many towns the attorneys practising in that court are very few, in some only one, in many only two, and, no doubt, it often happens they are called upon to put in operation the law to release from imprisonment for persons against whom they have had to use the law inflicting that imprisonment. And, inasmuch as no attorneys are allowed by the Insolvent Court to practise for prisoners in any gaol except those specially appointed for the particular town, were the practice different to that I have mentioned, a prisoner would frequently be found ending his days in gaol because professional etiquette virtually withholds the mercies of the law from him.

Mr. Thompson is a perfect stranger to me, but I like

Fair Play.

Brief will be the reply.

Fair Play contends that it is not shewn that Mr. Thompson did more than deliver the briefs; it does not follow that he drew them.

But though not so stated, it is plainly to be inferred. If the surmise of our correspondent be correct, Counsel would not have exclaimed, nor the Court censured.

As to the manner of the discovery, there is no evidence; but the wrong consists in the deed, and not in the detection of it: unlike many other things, which are wrong only when they are found out.

This affair, therefore, still remains wholly without good excuse.

The case of the Insolvent Court is more dubious. It *might* be that there was no other Attorney in the neighbourhood practising in that Court. If so it were, there would be some show of excuse, at least it might admit of question. But before Mr. THOMPSON (or his champions) can purify himself from the facts, as they stand recorded, by any explanation, it must be distinctly shewn that his acting as the Attorney for the insolvent, whom he had, as Attorney for the creditor, thrown into prison—thus representing two adverse interests—was a matter of absolute necessity, and that great wrong would have resulted to the insolvent had he strictly observed the rules of professional propriety.

If such a defence can be supported by facts, we shall with pleasure publish it as widely as the charge.

ADVERTISING ATTORNEYS.

THE following appears in a recent number of the *Times*. Could not some of our readers trace the advertiser?

"DEBTS RECOVERED GRATIS, by a professional gentleman, for tradesmen and others, in town or country, without risk. The best references. Parties involved in legal or other difficulties assisted, and their affairs arranged without the exposure of insolvency. Accounts properly adjusted. Address to A. B. C. 29, City-terrace, City-road. N.B. A desirable opportunity for realizing all unpaid Christmas bills. Bad debts, &c. can also be disposed of."

VERULAM SOCIETY.

IT will be observed that the first part of the Reports of *Real Property Cases* is published to-day, and they can scarcely fail to be acceptable to that very numerous body of practitioners of whose business Conveyancing forms the larger portion. Hitherto they could only procure the few cases *they* wanted by purchasing the entire body of reports at a costly price. By means of the Society they may henceforth obtain them in a collected form for reading and reference, and at the price of fewer shillings yearly than they have hitherto paid of pounds.

A second part of the *Real Property Cases* is almost ready for the press.

A collection of *Criminal Law Cases* will be another novelty. The first part of that is nearly perfected.

The Prospectus of the *Complete Practice of the Law*, which has been proposed as the first of the Society's Text Books, is in preparation.

The following new members have been enrolled since our last:—

Robinson, H. T. Edgley, Leyburn.
Melmoth, J. Sherborne.
Harrow, Robert, at Messrs. Ralph and Warner's, Winchester.
Palmer, Thos. E. Tonbridge Wells.

PRACTICE—PLEADING—EVIDENCE.

BY PROFESSOR CAREY.

Delivered at University College, London.

LECTURE IX.

The first step which is to be taken is this: the defendant has eight days to enter an appearance; on the expiration of the eight days, the plaintiff may enter an appearance for him, and he is required to declare before the expiration of the next term. He may however obtain from the Court a rule for further time. The declaration is entitled of the *court* in which the action is brought, and *of the day* on which it is filed or delivered. The *venue*, that is a memorandum of the county in which the cause of action is alleged to have arisen, is stated in the margin. The use of the *venue* is to ascertain from what county the jury is to be summoned, and consequently where the trial is to be had. The body of the declaration commences with the names of the parties, and a short statement of the process; it then sets forth the cause of action; and concludes with an allegation of damage, and what is termed production of suit. With respect to damages in the action of debt and detinue, they are generally nominal. But in covenant, and in all actions, whether in fact or in form founded on a tort, the damages are the only thing sought to be recovered. Where the plaintiff demands merely the payment of a debt, or the restoration of his goods, damages can only be claimed for the delay or detention. But where he complains of a breach of duty or other tort, he seeks to recover in the form of damages a compensation for all the loss he has sustained by the defendant's alleged misconduct: these actions are said to *sound in damages*. In the allegation of damages it is necessary to lay them high enough to cover the real demand, for the jury may award to the plaintiff a less sum than he claimed, but not a greater. The production of suit consists in the formula, "*and therefore he brings suit &c.*"—*inde producit sectam*. This was originally a tender by the plaintiff of his followers or witnesses. It has in modern practice no meaning, unless it be considered equivalent to a verification, *i. e.* an undertaking to substantiate by evidence the statement made in the declaration. Another formula equally devoid of meaning described by Blackstone, the entry of pledges to prosecute, has been abolished, partly by the Uniformity of Process Act, partly by Peel's Act, 3 Will. 4, 215. In that part of the declaration which contains the statement of the case, all the circumstances must be alleged that are necessary to the support of the action. The declaration in covenant sets forth that by a deed executed by the defendant he covenanted to do certain acts. It then alleges that he has not done the acts in question, and thereby has broken his covenant, to the damage of the plaintiff. A declaration in *debt*, for goods sold—that the defendant was indebted to the plaintiff a certain sum of money for goods sold and delivered, and that he has not paid the said sum. In *assumpsit* for goods sold—that being indebted to the plaintiff for the value of goods sold and delivered, he promised to pay for them, but has not done it, to the plaintiff's damage. The declaration in trespass, *qr. cl. fre.* states that the defendant [with force and arms] broke and and entered the close of the plaintiff situate in such a place, and trod down the grass [against the King's peace] and to the plaintiff's damage.

In every action the declaration must shew upon the face of it the *right* of the party suing and the *injury* done by the party sued. The application of this rule is very obvious in the simple instances I have given; but the same rule must also be observed in cases where the cause of action is required to be set out more at length—as, for instance, in actions on the case, and actions of *assumpsit* on a special agreement. (*Tolhut* v. *Selby*, 6 A. & E. 786, E. T. 1837.) In an action on the case, the declaration alleged that the plaintiff was entitled to the use of a cistern; that the defendant had fastened up a door leading to the cistern, and thereby prevented plaintiff having access to the cistern. Here the gist of the complaint was the fastening of the door, and the plaintiff had not alleged that he had a right to use it, and for this reason the declaration was held not to be sufficient to support the action. So where a man brings an action on the case against another, for causing him to be wrongfully arrested (*Saxon* v. *Castle*, 6 A. & E. 652), malice is the gist of the action, and if the act be not said to be done maliciously, no sufficient wrongful act is alleged against the defendant. In the statement of the case, the cause of action is sometimes set out at once, sometimes it is prefaced by other matter, alleged by way of an inducement, or the allegation of introductory matter. Thus, in an action on the case for a libel, it is usual to allege, by way of inducement, that the plaintiff is a man of the best character imaginable, and particularly free from the faults imputed to him by the libel; and if the action is for a libel on the plaintiff in his trade or profession—if he is an attorney, and the libel imputes to him misconduct in the management of a certain cause—the declaration begins with what is termed a special inducement, stating, with sufficient words of commendation, that the plaintiff is an attorney, and that he was engaged in the cause in question, &c. This introductory matter is necessary, in order to shew how the libel attaches to the plaintiff. (*Hart* v. *Crowley*, 10 A. & E. 378.) The word inducement relates more to the form of the allegation than to its nature. In an action on the case for damage to real property, the plaintiff's possession of the land in question is recited by way of inducement, and then the injury done by the defendant is set forth. (Stephen, 39.) Both of these facts are necessary to support the action—the right of the plaintiff, and the wrong committed by the defendant. But the right of the plaintiff is only material in this action with reference to the wrong committed. The wrong committed is the cause of action; the right is alleged by way of inducement. At common law, it was required that every material fact should be laid with a *venue*; that is, that the place where the fact happened should be stated. The object of ascertaining the place where the fact occurred was to know the neighbourhood—*vicenetum visne*—from which the jury was to come, *venue*.

For a long time the county stated in the margin sufficiently designated where the jury were to be summoned from; but the rule of the common law was still maintained, till, by one of the recent rules of Court (Hill. T. 4 Wm. 4), it was provided that the name of the county stated in the margin should be taken to be the *venue* intended by the defendant, and that no *venue* should be stated in the body of the declaration, or in any subsequent pleadings. So the name of the place is not to be inserted, as formerly, to every material fact; but it is still required where a local description is to be given. For instance, in an action of trespass *quare clausum fregit* (Hil. T. 4 Wm. 4), the place on which the trespass has been committed must be designated by name or by abuttals; and although a minute misdescription of any of the abuttals will not be material, yet it is required that the place should be faithfully described in substance, so as to convey to the defendant full information of the place in which he is alleged to have committed the trespass. (*Webber* v. *Richards*, E. T. 1841, 1 A. & E. N. S. 439.)

The common law also required that the time should be stated when every material fact occurred; and this rule is still maintained as a matter of form; but—except where a written instrument is set out, or, secondly, where the time affects the merits of the case—the time is not material. Any day may be alleged at the discretion of the pleader, and no inference can be drawn from the day (*a*). (*Arnold* v. *Arnold*, 3 Bing. N. C. 81, Tr. T. 1836.) That was an action commenced on the 20th of February, therefore it was necessary that the cause of action should have been complete before the writ was sued out on the day named. The declaration alleged that the money had been lent on the 27th of February—that is to say, the time stated in the declaration for the cause of action was seven days later than the day the action was commenced. But the time is quite immaterial: you might allege a lending on the 27th of February, and prove a lending on the 1st of January; but the plaintiff would have failed if he had not shewn some cause of action arising before the commencement of the action. But where a written instrument is set out, it must be set out truly, and the date given must be taken to be the right date. Thus, in an action on a promissory note, *bearing date the 2nd of January*, and payable one month after date, the note, taking into consideration the three days of grace, would become payable on the 5th of February, and, until that day was passed, the right of action would not commence. The action was commenced on the 2nd of February, and, therefore, before the cause of action arose. (*Ward* v. *Honeywood*, Doug. 61.) In promissory notes it is not usual to declare on the note *as bearing date on a certain day*: you do not say that a person made his promissory note bearing date such and such a day; but you say, on the 1st of January he made a promissory note, whereby he promised to pay it. You give a date merely to the contract, not to the writing, and thus you may give one day, and prove a different day. There is another case, *Parkinson* v. *Whitehead* (2 M. & G. 329, H. T. 1841). This was an action of *assumpsit*; an agreement in writing was produced, but a date was not given; it was merely alleged that, by an agreement in writing, the defendant promised, on the 31st of May, 1835, to build houses within two years from Michaelmas then next ensuing: the breach was that the defendant did not build the houses, and the action was brought in 1839. The declaration was bad in not averring that two years had elapsed. Why was the declaration bad? If the time had been material—for instance, if it had been set out as an instru-

(*a*) Stephen, 393; 2 Wms. Saunders, 290.

ment bearing date 31st of May, 1835, the date would have been material: it would have appeared that two years had elapsed from the time when the contract was made and the time when the action was brought. It merely said that a contract was made in writing, which contract might have been made at any time within the Statute of Limitations. There was formerly a great deal of stress laid on the question, whether it was asserted affirmatively that it was at such and such a time, or under a *videlicet* to pay on the 31st of January. If the date is important, it being brought under a *videlicet* will not make it unimportant; and should it appear that the date is put simply without the *videlicet*, that will not of itself be important. As far as I can collect, in *Arnold* v. *Arnold* there was no *videlicet*. The report is not so clear as to shew that; but if it appears that the date is immaterial, the Court will not consider it to be material merely because the *videlicet* has been left out; so that in effect the *videlicet* appears to be much less important than in former cases it has been represented to be; still, of course, it is necessary to put it in, for it is, at all events, an intimation that the pleader means to specify the time in order to comply with the form, but that he does not mean to represent *that* as the actual time. In some instances, time, place, and quantity, though immaterial in themselves, may be rendered material by the method of pleading. For instance, if an action is brought for not accepting a thousand tons of coal, the defendant pleads, that, except as to one hundred tons of coal, there was not such a contract; and as to one hundred tons, he pleads something else—that there was another contract, whereby it was agreed that some other person should be substituted; and, in respect of that hundred tons, the quantity is made material by his own pleading. With respect to damages in actions of debt and *detinue*, they are generally nominal. But in covenant, and in all actions where the complaint is founded on a *tort*, damages only are sought to be recovered.

Where the plaintiff demands the mere payment of a debt, or the restoration of his goods, damages can only be claimed for the delay or detention; but where the plaintiff complains of a breach of duty or other *tort*, he there seeks to recover, in the form of damages, a compensation for the loss he has sustained by the defendant's alleged misconduct. These actions are said to sound in damages, and the others in debt. It is necessary in the allegation of damages, to lay the damages high, to recover the full demand; for the jury may award less than the sum claimed, but not more. Besides the general allegation of damages at the end of the declaration, there may be, in certain cases, some particular damages alleged. Whenever the plaintiff sustains any damage not necessarily arising from the act of the defendant, he cannot recover any compensation for it unless it is expressly inserted in the declaration. If a man takes away the horse of another, the owner may bring an action of trespass and recover damages for the unlawful taking; but in order to recover any damage not necessarily arising from the taking his horse, the damage must be averred: *e. g.* if he had paid over money to regain possession, he avers that the defendant took his horse; *per quod*, he was obliged to pay such and such a sum to regain possession of it. The allegation of special damages is called a *per quod*. In cases where it introduces mere matter of aggravation, the allegation is only introduced to increase the damages; the action could have been maintained equally well without it. In other cases the allegation of special damage is necessary to the maintenance of the action. For instance, a man's servant is beaten; if he is so beaten that the master loses any portion of his services, an action of trespass lies at the suit of the master, *per quod servitium amisit*; but without special damage he cannot support an action for beating his servant. Again, where words are used that are actionable in themselves, special damages may be alleged as matter of aggravation, but it is not necessary to support the action; but where the words are not actionable in themselves, an action can only be brought in respect of any special damages they may have occasioned, and that damage must be averred. (*Knight* v. *Gibbs*, 1 A. & E. 43, E. T. 1834.) There is a distinction necessary to be averred. If an allegation of special damages is necessary to the maintenance of the action, that is a material issue, and the defendant may traverse it, and may say that the plaintiff did not suffer the damage he complains of, and that would be an answer to the action. If the special damage was not necessary to the maintenance of the action, the defendant cannot traverse it; it would be immaterial. Supposing the defendant traversed it:—the plaintiff complains that the defendant took his horse, whereby he was bound to pay so much; the defendant says he was not bound to pay so much; that would be an immaterial traverse, for the action would lie just as well without the allegation as with it, and the plaintiff could not recover any thing in respect of any special damage, unless he shewed by his evidence it had been actually sustained; so that under no circumstances could the defendant gain any thing by denying it. It does not defeat the action if he shews it to be false; and if it is true, the plaintiff would be equally called upon to prove it, whether he denied it or not. But with respect to special damage, where it is necessary to support the action, it is otherwise. Unless it is denied, it is a material allegation; if it is denied, it is to be proved; but if it is not denied, it is admitted and it does not require proof.

The production of suit has, in modern practice, no meaning whatever, unless it be considered equivalent to verification—that is, an undertaking to substantiate, by evidence, the statements made in the declaration.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

A Treatise on Presumptions of Law and Fact, with the Theory and Rules of Presumptive or Circumstantial Proof in Criminal Cases. By W. M. BEST, A.M. LL.B. of Gray's Inn, Esq. Barrister-at-Law. Pp. 391. London, 1844. Sweet.

THERE cannot be a question as to the importance of the subject to which this volume is devoted. Our criminal courts daily require from the advocate an accurate knowledge of the principles of Presumptive Evidence, and yet, how few, even among those who have attained to eminence, have formally mastered them. Counsel who would be ashamed to own himself ignorant of a point of law, or *a rule* of evidence, will not unfrequently exhibit the most lamentable incapacity when dealing with the *philosophy* of evidence.

We have watched with interest many advocates, having considerable practice in the Criminal Courts, with the express endeavour to discover the true cause of their comparative success or failure. That observation has convinced us, that the power of the first-rate advocate lies not in his eloquence, not in his legal knowledge, not in his ready wit, but in his mastery of that which we may term the Philosophy of Evidence as distinguished from the mere Law of Evidence; meaning by this the principles deduced from observation of the process through which the mind arrives at the condition which we term conviction, and which is not within our control; a state very different from that which too often passes under the name of belief, but which is properly nothing more than *assent*—an effort of the will; inquiry being essential to the former, but generally excluded from the latter. The really great advocate is he who, by observation and reflection, aided, it may be, by that sort of natural dramatic power which enables the dramatist to become, as it were, the personage he paints, to transform his mind into other minds, and think and feel as those other minds would have thought and felt, has learned how the minds of his fellow-men are to be moved to conviction, and applies that knowledge in addressing a jury. But how rarely this is well done, all will admit who frequent our courts of justice; and the principal cause of the defect we believe lies in the neglect of those who study for the bar, and still more of those who practise there, to master the Philosophy of Evidence; it being a very common, but very false notion in our Profession, that a knowledge of *the law* is sufficient for an advocate—how erroneous the impression let those tell who have had any experience in advocacy, and learned to feel their deficiency.

Mr. BEST's treatise in part supplies the information on which we have been commenting. His design is to develope the theory and assign the limits of legal presumptions, and to lay down the principles of presumptive reasoning in criminal cases. As the subject is one of very great interest and novelty, and as it has been very ably handled by the learned author, we propose to give to it a more elaborate review than we can devote to ordinary legal publications. And we are justified by the approaching leisure of the long vacation.

We purpose, therefore, to continue this notice from time to time, as an opening offers in our columns.

The essay is distributed into three parts. The first expounds the general principles; the second considers separately the presumptions of law and fact usually met with in practice; the third is entirely devoted to presumptive proof in criminal cases. For the present we will limit our investigations to

PART I.

On Presumptive Evidence and Presumptions in General.

According to LOCKE, the mind has two faculties conversant about truth and falsehood, namely, *knowledge* and *judgment*; the former is the result of our actual perceptions, and its range is necessarily limited; but the latter attains the same end, though not with equal *certainty*, by comparing ideas; the ideas thus employed are called *proofs*, and the process *reasoning*.

The foundation of *judgment*, then, is *probability*, or the likelihood of a proposition, or fact, being true or false, deduced by *reasoning* from its conformity or repugnancy to our general knowledge, observation, and experience; and it is also sometimes founded on *testimony*, in which case our assent flows from reliance on the credit of the narrator.

"In all cases of probable reasoning, the proof is said to be *presumptive*, and the inference to which it gives rise a *presumpt*[illegible] which, therefore, taken in its largest and most comprehensive sense, may be defined to be, where, in the absence of o[illegible] until actual certainty of the truth or falsehood of any proposition or fact can be obtained, an inference affirmative or disaffirmative of that truth or falsehood is drawn by a process of probable reasoning."

Truths of *facts* may be evidenced in two ways; either directly, by evidence of the senses, or indirectly, by reasoning from other truths which have been evidenced directly.

"Evidence, taken in its largest and most comprehensive sense, has been accurately defined to be any matter of fact, the effect, tendency, or design of which, when presented to the mind, is to produce a persuasion therein affirmative or disaffirmative of the existence of some other matter of fact; the latter of which may be called the principal fact, and the former the evidentiary fact. And when the persuasion is at its highest point, the principal fact may, in a more expressive way, be termed 'the fact proved,' and the evidentiary, 'the probative fact.' Hence, it is clear, that evidence of a fact and proof of it are not synonymous terms. Proof (using the word in the sense of persuasion or belief wrought in the mind) is the perfection of evidence; without evidence there can be no proof, although there may be evidence which does not amount to proof. Take the case, for instance, of a man found murdered at a spot towards which another had been seen walking a short time before; this fact would be EVIDENCE to shew that the latter was the murderer, but, standing alone, would be far from PROOF of it."

The modes of reasoning by which any fact not immediately coming under cognizance of the senses may be proved are twofold: *first*, where the connection between the main fact and the evidence is so absolute that if the latter were admitted, the other follows necessarily, as in the ordinary instance of an *alibi*; and, *second*, where the evidentiary facts are strong enough to convince, though, *possibly*, wrongly; as in case of what is called circumstantial evidence.

Such are the *principles* upon which the science of evidence is based. We now proceed to their application to the science of jurisprudence.

"Every cause litigated in a court of justice involves two things: the existence of certain facts, the acts of intelligent agents or otherwise, as the foundation or substratum for the application of the principles of jurisprudence—*ex facto oritur jus*; and, secondly, the applicability to those facts of some one or more of those principles. Hence, in the administration of justice, a twofold duty is in general cast on the tribunal; namely, to ascertain the truth of the alleged facts from the proofs or evidence adduced by the litigant parties; and, secondly, to pronounce a legal decision on those facts, so far as they may appear proved or disproved."

Questions of fact are sometimes determined in courts of justice by the testimony of the senses; but most commonly by the evidence of individuals,

or documents, testifying to certain facts, in which cases the evidence is *direct*.

"But, when any fact in dispute has neither fallen under the cognizance of the senses of any person, nor is stated in terms in any authentic writing, so that its truth or falsehood can only be deduced by special inference from facts proved directly, the evidence of that fact is said to be *circumstantial*. And when the conclusion of the existence of the principal fact does not follow necessarily from the facts proved, but is deduced from them by probable inference, the evidence is said to be *presumptive*, and the inference drawn a *presumption*; which, therefore, in this restricted legal sense, may be defined 'an inference, affirmative or disaffirmative, of the existence of a disputed fact, drawn by a judicial tribunal, by a process of probable reasoning, from some one or more matters of fact, either admitted in the cause or otherwise satisfactorily established.'"

Facts are divided into *physical*, or those which relate to external nature; and *psychological*, or those which relate to the mind; as sensations, recollections, opinions, &c.

Presumptions are either of *facts*, of *law*, or *mixed* of law and facts.

And, first, of

PRESUMPTIONS OF LAW.

"Presumptions or, as they are sometimes called, intendments of law, and by the civilians *præsumptiones seu positiones juris*, are inferences or positions established for the most part by the common, but occasionally by statute law, and are obligatory alike on judges and juries. They differ from presumptions of fact and mixed presumptions in two most important respects. 1st, That, in the latter, a discretion, more or less extensive, as to drawing the inference, is vested in the tribunal, while, in those now under consideration, the law peremptorily requires a certain inference to be made, whenever the facts appear which it assumes as the basis of that inference. If, therefore, a judge direct a jury contrary to a presumption of law, a new trial is grantable *ex debito justitiæ*;(a) and if a jury, or even a succession of juries, disregard such a presumption, new trials will be granted, *toties quoties*, as matter of right.(b) But when any other species of presumption is overlooked or disregarded, the granting a new trial is matter for the discretion of the Court; which will be more or less liberal in this respect, according to the nature and strength of the presumption. But 2nd (and it is here that the difference between the several kinds of presumptions is so strongly marked), as presumptions of law are, in reality, rules of law, and part of the law itself, the Court may draw the inference whenever the requisite facts are developed in pleading,(c) while all other presumptions, however obvious, being only inferences of fact, cannot be made without the intervention of a jury."

Some presumptions of law are absolute and conclusive, called by the lawyers *irrebuttable* presumptions; others conditional, inconclusive, or *rebuttable*. Mr. BEST collects, in a note, some curious instances of ancient presumptions of law.

"In unenlightened times, or in the hands of a corrupt tribunal, artificial presumptions and fictions are most dangerous instruments, and even in the best times require to be handled with discretion. As an instance of the notions of former ages in this respect, Bartolus gravely expresses himself thus:—'Item dico, si aliquis deprehenditur in domo alicujus, ubi pulchra mulier est, certè facit hunc adulterum manifestum!' (Bartolus, Comment. in 2ndam partem Dig. Novi. fol. 122, b. de Furtis): and a number of very absurd and mischievous presumptions, which at one time received the sanction of the civilians and canonists, are collected by Müller in his edition of Struvius, Syntagma Juris, exercit. 38, tit. 18, n. (ζ). But we need not travel beyond our own law. Lord Coke, in Calvin's case (7 Co. 17, a.), lays it down that 'all infidels are in law *perpetui inimici*: for the law presumes not that they will be converted, that being *potentia remotissima*, for between them, as with the devils, whose subjects they be, and the Christian, there is perpetual hostility'—a charitable notion, and borrowed probably from the canonists, with whom it was a maxim, 'semel hæreticus, semper præsumitur talis.' (Struv. in loco cit.) The same great lawyer told the jury, in Sir Walter Raleigh's case, that the law *presumes* that a man will not accuse himself to accuse another. (2 Howell St. Tr. 19.)"

Nearly allied to these irrebuttable presumptions are legal fictions, too familiar to our readers to need citation; but it may be as well for them to bear in mind two rules by which these fictions are qualified, namely:—

(a) Phil. Ev. 464, 8th ed. See also, *Haire* v. *Wilson* (9 B. & C. 643).

(b) Phil. Ev. 459; *Tindal* v. *Brown* (1 T. R. 167). There is an exception to this rule in the case of certain estoppels and admissions, which are obligatory on the parties to the cause, but not on the jury. (1 Stark. Ev. 542, 3rd ed.)

(c) Steph. Pleading, 382, 4th ed.; 1 Chitty, Pleading, 221, 6th ed.

1st. That they must never be allowed to work prejudice or injury to an innocent party.

2nd. The matter assumed as true must be something physically possible.

Legal fictions are of *three* kinds: *affirmative*, in which something is assumed to exist which in reality does not; as the lease, &c. in ejectment; *negative*, in which, on the contrary, that which really exists is treated as if it did not; and *relative*, which last are of four kinds: 1st, where the act of one person is taken to be the act of another; 2nd, where an act done by or to a thing is taken, by relation, as done by or to another, as that possession of part is possession of the whole, &c.; 3rd, fictions as to place; as where contracts made at sea are presumed to be made in London; 4th, fictions as to time; as where title of an administrator refers back to the intestate's death, &c.

Rebuttable presumptions are that large class in which the presumption exists only until the contrary is proved; as the legitimacy of a child born during wedlock, &c.

We now come to

PRESUMPTIONS OF FACT.

And, first, of the grounds or sources from which they are derived.

These are obviously numberless; but some rules are to be extracted; such, for instance, as that uniformity with the ordinary course of nature should always be presumed; and this equally with animate as with inanimate things, and the principle extends even to the acts and thoughts of intelligent agents.

The question now presents itself as to the admissibility of presumptive evidence. The policy of our law excludes much as *legal* evidence which might in itself be entitled to consideration as being too remote, or too liable to falsification. On the other hand, our law admits as evidence some things that in strictness are not evidence But all these are subjects for a treatise on the *law* of evidence, and need not be discussed here. We will confine ourselves more to the *science* of evidence.

Continual differences of opinion arise as to the relative values of presumptive and direct evidence; proceeding from the difference of the rules in the science and in the law of evidence According to the *science* of evidence, presumptive is inferior in value to direct evidence; according to law, it is of equal value.

Mr. BEST properly objects to Lord Coke's threefold division of presumptions, into violent, probable, and light, and proposes to consider them with reference to their effect on the *onus probandi*, the general rule of which is that the affirmative is to be proved.

Presumptions may be classified into *slight* or *strong*, as they affect the burden of proof; the latter being such as *do*, the former such as do *not* shift the *onus probandi*.

We now come to presumptions of mixed law and fact:

"These consist chiefly of certain presumptive inferences which, from their strength, importance, or frequent occurrence, attract, as it were, the observation of the law, and, from being constantly recommended by judges, and acted on by juries, become in time as familiar to the courts, and occupy nearly as important a place in the administration of justice, as the presumptions of the law itself. They are, in fact, a sort of *quasi præsumptiones juris*, and, like the strict legal presumptions, may be divided into three classes: 1st, Where the inference is one which common sense would have made for itself; 2nd, Where an artificial weight is attached to the evidentiary facts beyond their mere natural tendency to produce belief; 3rd, Where, from motives of policy, juries are recommended to draw inferences which are purely artificial. The two latter chiefly occur where long-established rights are in danger of being defeated by technical objections, or want of strict proof of what has taken place a great while ago, in which cases it is every day's practice for judges to recommend to juries to presume, without proof, the most solemn instruments, such as charters, grants, and other public documents, together with all sorts of private conveyances."

Mr. BEST's remarks upon the manner of bringing this class of presumptions under the notice of a jury may be advantageously remembered.

"The terms in which presumptions of fact and mixed presumptions should be brought under the consideration of juries by the presiding judge, depend on their weight, either natural or technical. Where the presumption is one which the policy of law and the ends of justice require to be made, such as the existence of moduses, and other immemorial rights, from uninterrupted modern usage, the jury should be told that they *ought* to make the presumption, unless some evidence be given to the contrary; it should not be put to them as a matter for their discretion. (*Jenkins* v. *Harvey*, 1 C. M. & R. 877.) And the same rule seems to apply where the presumption is one of much natural weight and frequent occurrence; as where larceny is inferred from the recent possession of stolen property, &c. In the case of presumptions of a less stringent nature, however, such a direction would be improper; and perhaps the best general rule is, that the jury should be advised or *recommended* to make the presumption. (*R.* v. *Joliffe*, 2 B. & C. 54.) To lay down rules for all cases would of course be impossible; but, as has been remarked by a recent writer on the law of evidence, it is certain that the language of the Courts, expressed in regard to particular presumptions, may be expected to exercise considerable influence in the determination of future cases in which the like presumptions may arise. (Phil. Ev. 461, 8th ed.)"

We have made but a brief excursion into this valuable volume; but here we must pause for the present, promising to return to it.

JOURNAL OF PROPERTY.

THE following scale of charges, ***reduced more than one-third***, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

The arrangement of the Consol Account is now in progress, and stock seems very scarce, having been called yesterday, just before the close of business, at 99¼. Money being easy, however, obviates any difficulty that might otherwise be experienced by the *Bears*. Consols are now marked 99⅛ to ⅜ for immediate transfer, and 99¼ to ⅜ for the August Account. The Unfunded Debt is supported at 77s. to 79s. premium. Bank Stock has realized 199½; and East India Stock 285½. The New Three-and-a-Half per Cents. are 101⅞ to 102; the Reduced 102⅞ to ⅞; and the Three per Cents. 100⅞ to ¼. East India Bonds are 98 premium. The Commissioners have taken 20,000*l*. Consols, at 99⅜.

The Foreign Investments have been comparatively quiet, but Spanish Bonds again look firm, and are higher, the Five per Cents. being 23¼ ½, and the Three per Cents. 33¾ to ¼; Portuguese Converted are dull at 45¾ to ½; Mexican firmer at 36 to ⅛; Colombian have risen to 13¾ ⅞; and Brazilian to 83½. The Dutch Two-and-a-Half per Cents. at 61¾ to 62—a further slight advance.

The Railway Shares generally rule somewhat higher, and although not in brisk demand, there is a fair business doing.

Public Sales.

By Messrs. BLAKE, at Garraway's.

Two freehold messuages, situate at Upper Mitcham, near the Fair Green, Surrey, let at the clear rent of 18*l*. per annum—200*l*.

Two freehold messuages nearly adjoining—130*l*.

A piece of copyhold garden ground, consisting of 1a. 3r. 14p. situate near the above—150*l*.

Two residences, situate opposite the above, let at 29*l*. 8s. per annum; held for 80 years at 2*l*. 10s. per annum—380*l*.

By Mr. MASON.

A house, No. 4, Elizabeth-street, Walworth, let at 20*l*. per annum; held for 58½ years at 2*l*. 10s. per annum—175*l*. 5s.

A freehold house and shop, No. 8, Duke-street, West Smithfield, let at 26*l*. 10s. per annum—310 gs.

A ditto, No. 9, ditto—310 gs.

A ditto, No. 10—530 gs.

By Messrs. BULLOCK, at the Mart.

A family house, No. 17, North Audley street, held under lease for the residue of a term of 63 years from Lady-day 1827, at the nominal rent of 11*l*. per annum—1,400*l*.

The spacious town mansion, No. 18, North Audley-street, Grosvenor-square, occupying a space of ground of 60 ft. 6 in. facing North Audley-street, by 180 ft. 9 in. fronting Northrow, adjoining. In the rear are stables, which are let off at 50 gs. per annum; held for 46 years unexpired, at a rental of 20*l*. per annum until Lady-day 1858, and from thenceforward at a rental of 98*l*. per annum—3,900*l*.

By Mr. BARNES.

Three acres of freehold building-ground, the larger part fronting two old roads, known as the Commercial-road and Bird-in-bush-road, leading from the Old Kent-road to Peckham, sold in 28 lots, as follows:—

A plot of ground, possessing a frontage of 40 feet to main road, and a depth of 142 feet—160*l*.

A ditto, adjoining—155*l*.

A ditto—155*l*.

A ditto—145*l*.

A freehold plot, adjoining the preceding lot, with frontage to the same main road of 53 feet, and depth of 140 feet—185*l*.

Ditto, adjoining, frontage 44 feet 6 inches, in depth, 141 feet—180*l*.

A ditto, adjoining, frontage 40 feet—100*l*.
A ditto, adjoining—105*l*.
A ditto—115*l*.
A corner plot, with a double frontage of 100 feet to the main road, and 65 feet to the other main road—270*l*.
A ditto, adjoining, frontage 52 feet—115*l*.
A corner plot, adjoining, frontage 52 feet—115*l*.
A ditto, adjoining the two preceding lots, with 40 feet frontage to the intended new road, and 101 feet depth—95*l*.
A ditto, adjoining, frontage 40 feet—95*l*.
A ditto—95*l*.
A ditto—90*l*.
A larger plot of land, having three frontages of 88 feet, 75 feet, and 65 feet—180*l*.
A ditto, adjoining, with two frontages, each 50 feet—105*l*.
A ditto—110*l*.
A ditto—105*l*.
A corner plot of land, with two frontages of 84 feet and 46 feet, and a depth on one side of upwards of 100 feet—160*l*.
A ditto, adjoining, frontage of 38 feet—65*l*.
A ditto, frontage 36 feet—65*l*.
A ditto, 70*l*.
A ditto, with frontage to Moor-terrace of 30 feet—54*l*.
A ditto—52*l*.
A ditto—54*l*.
A corner plot, with two frontages of 70 feet and 46 feet—145*l*.

By Mr. F. TINDALE, at Garraway's.

A house, No. 11, Cannon-street-road; held for 29 years at a ground-rent of 6*l*. per annum—150*l*.

Two houses, Nos. 14 and 15, Beaumont-row, held for 73 years at a ground-rent of 5*l*. per annum—295*l*.

A residence, No. 10, Coborn-street, Bow-road, held for 73 years at a ground-rent of 6*l*. per annum—305*l*.

An improved ground-rent of 49*l*. 8s. for 65 years, arising out of Nos. 16 and 17, Aston-place, Holloway—600*l*.

Four houses, Nos. 17 to 20, Globe-road, and a yard and premises in the rear, held for 60 years at 25*l*. 16s.—210*l*.

By Messrs. SOUTHEY and SON.

Fifteen houses, in Union-row, New Kent-road, and a plot of ground, exceeding an acre, let at rents and ground-rents amounting to 70*l*. 11s. 6d. per annum; held for 16 years from June last, at 26*l*. 5s. per annum—475*l*.

A freehold public-house and liquor-shop, known as the Crown and Dolphin, situated at the corner of Cannon-street, St. George's East, also two houses adjoining, in the back-road, let for 30 years, at 65*l*. per annum—1,620*l*.

A freehold house and shop, No. 28, Cannon-street—430*l*.
A ditto, No. 27—480*l*.

A freehold sugar-house, situate in Pembroke-street, Ratcliffe-highway—480*l*.

By Messrs. VENTOM and HUGHES.

A freehold estate, being Stoneland Rock House, situate on Rusthal Common, within one mile of Mount Ephraim, Kent, together with 5a. 33p. of pasture and arable land, with a cottage residence thereon, let at 24*l*. per annum—360*l*.

A freehold house, formerly the Blue Anchor, situate at Mount Sion, Tunbridge Wells, also a small plot of freehold ground contiguous—125*l*.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Abbott, J. cotton manufacturer, final, 1s. 11d. Hob. Manchester. *Baines*, T. worsted spinner, first and final, 3s. 0½d. Fearn, Leeds.—*Bridge* and *Co.* timber merchants, first and final, 2s. 1¼d. Pott, Manchester.—*Brown*, S. cheesemonger, first, 5d. Graham, London.—*Comer*, W. cotton broker, second, 4½d. Bird, Liverpool.—*Evershed*, R. timber merchant, first, 5s. Graham, London.—*Fisher* and *Co.* warehousemen, second, 1s. Fraser, Manchester.—*Fowell* and *Co.* wine merchants, F. none; C. 1s. 2d. Pennell, London.—*Foster*, E. H. tanner, first, 3s. 4d. Belcher, London.—*Inglis* and *Inglis*, merchants, final, 15-16ths of 1d. Follett, London.—*Martin*, J. woollen warehouseman, final, 10½d. Green, London.—*Marsham*, W. broker, final, 3d. Green, London.—*Millar*, T. hosier and draper, first, 2s. 6d. Pott, Manchester.—*Mobbs*, G. plumber, 2s. 2d. to new proofs, and second, 4d. to all. Graham, London.—*Mott*, I. H. R. pianoforte maker, 1st and second, 4s. to new proofs, and third, 8½d. on all. Graham, London.—*Parker*, T. L. first, 2s. 6d. Christie, Birmingham.—*Pegler*, F. J. woollen draper, first, 10s. Whitmore, London.—*Reach*, G. miller, final, 6½d. Follett, London.—*Teesdale* and *Toulson*, warehousemen, joint 5s. 6d.; sep. Toulson, 20s. Green, London. *Williams*, C. c... rier, first, 1s. Baker, Newcastle.—*Wilson*, J. warehouseman, first, 9s. 6d. Pott, Manchester.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, July 12.

Lowe, W. linen draper, Northampton, May 31. Trusts. W. White, warehouseman, Cheapside, and W. H. Holyland, gent. St. Paul's Church-yard. Sol. Ashurst, Cheapside.—*Perrins*, E. farmer and maltster, Hanley Castle, July 2. Trusts. J. Hall, farmer, Ripple, G. H. Piercy, gent. Upton-upon-Severn, and F. Green, farmer, Upton-upon-Severn. Sols. Bird and Holland, Upton-upon-Severn.—*Tempany*, G. R. and *Waggett*, W. tailors, Holles-st. and Argyll-st. Oxford-st. July 2. Trusts. J. Wild, woollen draper, Mary-lebone, J. Smith, woollen draper, Marshall-st. Golden-sq. and T. Watkins, trimming seller, Regent-st. Sols. Davies and Son, Warwick-st.—*Wakefield*, J. M. tobacconist, Oxford, July 4. Trust. W. G. Harrison, tobacco manufacturer, Bucklersbury. Sol. Compton, Church-st. Old Jewry.—*Wilmott*, C. grocer, Birmingham, July 10. Trusts. A. Browett, grocer, and T. Smith, grocer, both of Birmingham. Sol. Allcock, Birmingham.

Gazette, July 16.

Brettell, J. grocer and tea dealer, Westbromwich, July 10. Trusts. W. Nutter, tea dealer, Birmingham, and J. Scott, accountant, Birmingham. Sol. Bond, Birmingham.—*Butterfield*, W. C. grocer and draper, Green Hammerton, Yorkshire, July 5. Trusts. C. Scarr, grocer, York, and J. Brown, grocer, Boroughbridge. Sol. Hirst, Boroughbridge.—*Henderson*, W. shopkeeper, Cheopen-quay, near Blyth, Northumberland, June 18. Trusts. J. Hodgson, miller, Blyth, L. Bolton, flour dealer, Newcastle, and G. Hunter, cheesemonger, Newcastle. Sols. Swain and Burnup, Newcastle.—*Robson*, T. chemist, Newcastle-upon-Tyne (deed to be executed on or before Sept. 2), Jan. 13. Sols. Barkers and Fenwick, North Shields.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, July 12.

BIGGS, THOMAS, woollen draper, Bath, Somersetshire, July 26, at one, and Sept. 5, at eleven, Bristol, Com. Stevenson; Acraman, off. ass.; Whittington and Castles, Bristol, sols. Date of fiat, July 3. J. and W. Cousins, woollen merchants, Bristol, pet. crs.

BOND, WILLIAM, publican and clock maker, Liverpool, Lancaster, July 23 and Aug. 27, at twelve, Liverpool, Com. Ludlow; Turner, off. ass.; Nethersole, Essex-st. and Owen, Liverpool, sols. Date of fiat, July 4. P. Pickering, butcher, Liverpool, pet. cr.

FORREST, JAMES ALEXANDER, glass merchant and paint merchant, Liverpool, Lancaster, July 23 and Aug. 27, at half-past twelve, Liverpool, Com. Ludlow; Bird, off. ass.; Johnson and Co. Temple, Grocott, Liverpool, and Dodge, Liverpool, sols. Date of fiat, July 5. W. and T. Stock, glass and lead dealers, Liverpool, pet. crs.

FRYER, GEORGE, grocer, Alfred-st. City-road, Middlesex, July 20, at half-past eleven, Aug 16, at one, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Hall and Matthews, St. Mary-axe, sols. Date of fiat, July 9. R. Hubberfield, W. Peck, and J. Peck, tea-dealers, Love-lane, Eastcheap, pet. crs.

GRIFFITHS, THOMAS, tailor and draper, Stoke-upon-Trent, Stafford, July 23, and Aug. 20, at half-past ten, Birmingham; Valpy, off. ass.; Middleton, Stone, and Hodgson, Birmingham, sols. Date of fiat, July 1. E. Griffiths, spinster, Winchester, pet. cr.

MARCOTELLE, FRANCOIS EMANUEL CARNEL DE LA, merchant, Fenchurch-st. July ? and Aug. 21, at twelve, Basinghall-st. Com. Evans; Johnson, off. ass.; James, Basinghall-st. sol. Date of fiat, July 3. M. Lombardi and F. Musso, merchants, Turin, in the kingdom of Sardinia, pet. crs.

SOUTHEY, SIMON, cabinet and furniture manufacturer, South-street, Finsbury market, and 112, Kingsland Road, Middlesex, July 29, at twelve, Aug. 20, at eleven, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Watson, Worship-st. sol. Date of fiat, July 4. R. Morman, merchant, New Broad-st. pet. cr.

THORN, THOMAS GAUGE, builder and wine and porter merchant, Southampton, July 23 and Aug 26, at twelve, Basinghall-st. Com. Williams; Graham, off. ass; Fitch, Gray's-inn-place, and Stace, Southampton, sols. Date of fiat, July 2. John Thursby, builder, Southampton, pet. cr.

WEIR, WILLIAM, iron merchant, Carlisle, Cumberland, July 23, at half-past two, Aug. 27, at two, Newcastle, Com. Ellison; Wakley, off. ass.; Mounsey and Gray, Staple-inn, Bendle, Carlisle, and Hoyle, Newcastle, sols. Date of fiat, July 2. William Stordy, gent. Carlisle, pet. cr.

WHITTAKER, HENRY, silk throwster, Macclesfield, Chester, July 27 and Aug 16, at eleven, Manchester; Fraser, off. ass., Lowe and Co Southampton-buildings, Brocklehurst and Bagshawe, Macclesfield, and Slater and Heelis, Manchester, sols. Date of fiat, July 21. E. Wilton, silk manufacturer, Manchester, pet. cr.

WOOD, WILLIAM ROBERT, dentist, Brighton, July 23 and Aug. 21, at one, Basinghall-st. Com. Fonblanque; Pennell off. ass.; Lambe, Bucklersbury, sol. Date of fiat, July 10. T. Fuller, grocer, Brighton, pet. cr.

Gazette, July 16.

BANISTER, ROBERT, draper, Portsea, Hants, July 22, at half-past one, Aug. 24, at one, Basinghall-st. Com. Goulburn; Green, off. ass.; Reed and Shaw, Friday-st. sols. Date of fiat, July 8. S. Copestake, R. Groucock, and G. Moore, lace manufacturers, Bow Church-yard, pet. crs.

GREEN, TOM WALTER, bookseller and printer, Leeds, Yorkshire, July 29 and Aug 16, at eleven, Leeds, Com. West; Young, off. ass.; Dyneley and Co. Bedford-row, Shepherd and Simpson, Beverley, and Harle, Leeds, sols. Date of fiat, July 6. T. Shepherd, Beverley, C. S. Machell, Beverley, and Rev. S. Shepherd, North Somercotes, Lincolnshire, pet. crs.

GORDON, THOMAS LORAM, cabinet maker and timber dealer, Rack-st. Exeter, July 30 and Aug. 20, at eleven, Exeter. Com. Bere; Hertzel, off. ass.; Laidman, Exeter, and Clowes and Wedlake, Temple, sols. Date of fiat, July 11. R. Ellacott, farmer, Kentisbeer, Devonshire, pet. cr.

HAMMOND, SAMUEL, jun. market gardener, Upminster, Essex, July 23, at eleven, Aug. 20, at one, Basinghall-st. Com. Fane; Alsager, off. ass; Davidson, Bread-st. sol. Date of fiat, July 10. W. Arpthorp, stay maker, Bishopsgate-st. pet. cr.

KASNER, BARNETT, jeweller, 16 B, Old Cavendish-st. Cavendish-sq. July 29, at half-past eleven, Aug. 27, at one, Basinghall-st. Com. Holroyd; Groom, off. ass; Rhodes and Lane, Chancery-lane, sols. Date of fiat, July 5. J. Ridge, tailor, Lower Grosvenor-sq. pet. cr.

LORAINE, JOHN LAMBTON, wine-merchant and commission-agent, Newcastle-upon-Tyne, July 24 and Aug. 27, at one, Newcastle, Com. Ellison; Baker, off. ass.; Clayton and Cookson, New-sq. Lincoln's inn, and Claytons and Dunn, Newcastle, sols. Date of fiat, July 8. N. T. Smith, doctor of medicine, Newcastle-upon-tyne, pet. cr.

PEARCE, THOMAS, tripeman, 239, Bermondsey-st. Southwark, July 29, at half-past twelve, Aug. 27, at twelve, Basinghall-street, Com. Holroyd; Groom, off. ass.; Hilleary and Co. Fenchurch-st. sols. Date of fiat, July 6. W. R. Wiseman, butcher, Grange-rd. Bermondsey, pet. cr.

SMITH, WILLIAM BESTOE, surgeon and apothecary, Sudbury, Suffolk, July 26, at two, Aug. 30, at eleven, Basinghall-st. Com. Fane; Whitmore, off. ass.; Marston, Torrington-sq. sol. Date of fiat, July 8. E. Stedman, gent. Sudbury, pet. cr.

SYLVESTER, EDMUND, contractor, Agars-field, St. Pancras-road, July 26, at half-past eleven, Aug. 28, at one, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Collins and Rigley, Crescent-place, Bridge-street, sols. Date of fiat, July 15. F. Wiggins, contractor, Ship-st. Blackfriars, pet. cr.

WILLIAMS, HENRY, grocer, tea dealer, and cheese factor, Farringdon, Berkshire, July 25, at two, Aug. 24, at twelve, Basinghall-st. Com. Goulburn; Follett, off. ass.; White and Co. Bedford-row, and Crowdy and Co. Farringdon, sols. Date of fiat, July 12. T. James, yeoman, Wickwood, Berks, pet. cr.

WILLIAMS, WILLIAM HENRY, linen draper, Martock, Somersetshire, July 25 and Aug. 20, at eleven, Exeter, Com. Bere; Hernaman, off. ass.; Stedman, Aldermanbury, sol. Date of fiat, July 4. W. Devas, sen. and jun. and T. Devas, Lawrence-lane, J. Oldroyd, R. Hodgson, and J. Morton, Bread-st. J. Allen and M. Chubb, Cheapside, R. Goucock, S. Copestake, and G. Moore, Bow Church-yard, warehousemen, pet. crs.

WILSON, JAMES GODFREY, engineer, 12, Standard-factory, Wenlock-basin, Wharf-road, City-road, July 25, at half-past one, Aug. 28, at twelve, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Nias, Copthal-court, Throgmorton-st. sol. Date of fiat, July 10. W. Smith, builder, Watling-st. pet. cr.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, July 9.

Adams, W. E. painter, St. Chadd's-row, St. Pancras.—*Allanson*, J. out of business, Ripon, Yorkshire.—*Arundale*, T. colliery agent, Whitkirk.—*Beasley*, H. stone mason, Walcot, Somersetshire.—*Birley*, J. general commission agent, Blyth, Yorkshire.—*Bray*, A. perfumer, Haberdashers-place East, Hoxton.—*Clarance*, A. potato dealer, Romford.—*Collins*, S. blacksmith, Heswall, Cheshire.—*Cottrell*, J. boat maker, Banbury.—*Derbyshire*, R. butcher, Liverpool.—*Dawber*, R. tailor, Liverpool.—*Dobby*, T. W. cutler, Myddleton-st. Clerkenwell, and Newgate-market.—*Drake*, F. accountant, Huddersfield.—*Dufton*, J. porter, Birkenhead.—*Fleming*, J. carpenter, Halifax.—*Forrest*, J. victualler, Bradford.—*Friend*, J. boot maker, Hythe, Kent.—*Higgins*, R. meat salesman, Blackfriars-road and Newgate-market.—*Hodgson*, A. machine maker, Bradford.—*Hustler*, H cloth manufacturer, Guiseley.—*Isabell*, R. master builder, Swansea.—*Laundy*, H. law stationer, Thanet-place, Strand.—*Lewis*, W. baker, Heston.—*Pickard*, J. saddler, York.—*Rowland*, W. farmer's assistant, Llancilan, Anglesea.—*Sale*, S. H. out of business, Ashton-under-Lyne.—*Sibley*, J. blacksmith, Luton, Bedfordshire.—*Smallwood*, W shopman, Manchester.—*Tyler*, J. draper's shopman, Walcot, Somersetshire.—*Wimshurst*, G. carpenter, Chrip-st. East India-road.

Gazette, July 12.

Alcock, W. out of business, Burton Stather, Lincolnshire.—*Archer*, H. wheelwright, Brewood, Staffordshire.—*Attock*, G. coach builder, Liverpool.—*Barlow*, J. W. coal agent, Liverpool.—*Beaumont*, A. fancy manufacturer, Kirkheaton.—*Berenburgh*, J. commission agent, Southampton-street, Strand.—*Blount*, W. out of business, Seymour crescent, Euston-sq.—*Bond*, C. W. eating-house keeper, Long lane, Bermondsey.—*Brereton*, H. out of business, Llandbedrgoch. *Garrett*, C. rope and flax agent, Stockton.—*Catt*, J. confectioner, Gravesend.—*Copley*, R. cowkeeper, Sheffield.

Dallman, T. tailor, Newman-st. Marylebone.—*Duncombe*, D. coffee house keeper, Drury-lane.—*Farrall*, J. stamper, Sussex-place, Peckham.—*Fowler*, H. grocer, Haddenham, Bucks.—*Hahnbourg*, E. milliner, South Molton-st.—*Jones*, R. farmer, Wrexham.—*Inns*, E. out of business, North Moreton, Berks.—*Mather*, G. teacher of music, Bronti-place, Walworth.—*Mendes*, D. saddler, Middlesex-st. Whitechapel.—*Newcomb*, A. cabinet maker, Albion-place, Walworth-road.—*Nodes*, H. undertaker, Robert-st. Chelsea.—*Page*, I. painter, Canterbury.—*Peters*, R. labourer, West Dean, Gloucestershire.—*Pray*, J. quarryman, West Dean, Gloucestershire.—*Reynolds*, J. joiner, Liverpool.—*Roberts*, J. L. packer, Manchester.—*Rogers*, T. L. farmer, Knockin.—*Sawyer*, J. coffee-house keeper, West Ham.—*Turner*, J. butcher, Newcastle-under-Lyme.—*Watson*, J. hosier, Brudenell-place, Hoxton.—*Woodley*, G. artist, Howland-st. Fitzroy-sq.

From the Gazette of Friday, July 19.

Bankrupts.

Carruthers, J. linen draper, Blackburn, Lancashire.—*Cope*, C. wine merchant, Edgbaston, Warwickshire.—*Harvey*, T. innkeeper, Wandsworth.—*Hunter*, B. H. merchant, Liverpool.—*Smith*, J. and *Titford*, H. engravers, Snow-hill.—*Trutch*, W. china clay merchant, Bermondsey.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTH.

LENDSELL.—On the 12th instant, at Torrington-square, the wife of John Lendsell, esq. of Lincoln's-inn, of a son.

MARRIAGES.

CAREW, the Hon. R. S., M. P. for the county of Waterford, eldest son of Lord Carew, to Emily Anne, second daughter of G. R. Phillips, esq. M. P. and the Hon. Mrs. Phillips, on the 16th instant, at St. James's church.

FISHER, Thomas John, esq. barrister-at-law, eldest son of John Fisher, esq. of Fulham, Middlesex, and nephew of the late Robert Wardell, LL.D. Cantab. barrister-at-law, of Petersham, New South Wales, to Thomasine, eldest daughter of W. C. Wentworth, esq. barrister-at-law, M.L.C. Sydney, on the 13th of January last, at St. James's church, Sydney.

JONES, Arthur Newell, esq. of Bideford, to Frances Rishton, youngest daughter of Elijah Bush, esq. of Trowbridge, Wilts, on the 11th instant, at Trowbridge.

JONES, Henry Julius, solicitor, of Church-court, Lombard-street, and Camberwell New Road, to Emma, eldest daughter of Edward William Lake, esq. of Oxford-terrace, Hyde-park, on the 18th instant, at Paddington church.

KEANE, John Henry, esq. eldest son of Sir Richard Keane, bart. of Cappoquin-house, in the county of Waterford, to Laura, eldest daughter of the Right Hon. Richard Keatinge, judge of the Prerogative Court in Ireland, on the 10th instant, in St. Peter's church, Dublin.

DEATH.

PULMAN, R. esq. solicitor, of Stockton-upon-Tees, on the 3rd instant.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports :—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

April 24, 26, 27, and *May* 1.

GREAT WESTERN RAILWAY COMPANY *v.* BIRMINGHAM AND GLOUCESTER RAILWAY COMPANY.

Injunction—Irreparable mischief—Contract to be performed at a future day.

Where one railway company had an option at a future day of purchasing upon defined terms a tramway leading from the waterside to the railway terminus, which was the property of another railway company, and the owners of the tramway, before the time of purchase arrived, laid down rails by the side of the tramway for the purpose of loading their carriages by the water-side, it was held that there was nothing in the nature of irreparable mischief to the tramway in that act; and as it did not prevent the company in possession from performing their contract when the day arrived, the Court would not interfere with the parties in the use of their own property.

Stuart **and *Stevens* moved by way of appeal from the decision of the Vice-Chancellor of England, who had refused a similar application, for an injunction to restrain the defendants from altering or destroying a tramway leading from the river Severn to the town of Gloucester. The tramway was connected with the defendants' railway. The plaintiffs had an option under an Act of Parliament of purchasing, within a certain period and upon defined terms, an undivided moiety of the defendants' railway, and with it the tramway which formed the road upon which coals and stone are conveyed from the Severn to the defendants' railway terminus at Gloucester. The defendants are laying down rails by the side of the tramway, which would take away the business of the tramway, the profits of which are large; and an injunction was sought** to restrain the defendants from so doing, upon the principle that where two persons have an interest in a property, one of them has no right so to use his interest as to benefit himself at the expense of the joint property, and, consequently at the other party's expense. Here the profits of the tramway when the plaintiffs come to purchase will have been altogether lost.

Bethel, Bacon, and *Rolt,* for the defendants.—The object is to put rails upon the tramway, and to carry goods by means of waggons drawn by horses, not by locomotive engines, all kinds of goods from the Severn to the Birmingham and Gloucester railway: at present only coals and stones are carried. The Vice-Chancellor said the Court would take care that the plaintiffs should not have to pay more for the purchase in consequence of this alteration. (*Massington* v. *Thwaites*, 2 Russell, 458; *Twort* v. *Twort*, 16 Vesey, 128.) The rails do not injure or interfere with the tramway, which might readily be restored to its previous state.

The LORD CHANCELLOR.—You could take up the rails in a few days, and restore the railway to the condition it was in before. That shews the alleged injury is not irremediable mischief.

Rolt.—They now claim to prevent the diversion of the traffic.

The LORD CHANCELLOR.—Do you mean to say that if I sell a brewery I am at liberty to set up another immediately contiguous, and draw away the customers? Whether you don't buy the tramway with all its incidents?

Rolt.—That depends on circumstances. The profit of the tramway will not, in fact, be injured.

Bethel.—There is a new source of profit springing up which never existed before.

Stuart.—The object is to benefit their railway at the expense of the tramway. A person has no right to sacrifice a joint property for the benefit of a property in which he has a sole interest.

The LORD CHANCELLOR.—The Birmingham and Gloucester Railway Company are the actual owners of the property, and there are no restrictions upon the manner in which they are to use it.

Stuart.—But the plaintiffs have also rights in the tramway.

JUDGMENT.

Wednesday, May 1.—The LORD CHANCELLOR.—An injunction was moved for to restrain the defendants from laying down rails on the tramway in question. The facts, so far as they are necessary to be stated, are extremely simple. The Great Western Railway Company, by an Act of Parliament, have a right to re-purchase an undivided moiety in a branch railway, which is the property of the Birmingham and Gloucester Railway, in June 1845, on certain specified terms. One condition is, that the works should be completed; another condition is, that if they purchase, they should also take the tramway. The purchase-money is to be 17,000*l*. and they are also to buy an undivided moiety of the tramway. That agreement has been ratified by Act of Parliament. Under such circumstances, the defendants, the Birmingham and Gloucester Railway Company, have no right to make such alterations, either in the railway or the tramway, as would prevent them from performing their contract. The questions for consideration are, whether the works they propose are in their nature such as to prevent the performance of the contract, and whether they would lead to a dilapidation of the tramroad. The tramroad leads from the Gloucester terminus to the Severn, and at present the traffic consists of goods brought by water to Gloucester, which are conveyed some on trucks, others on waggons along the tramroad, to the station at Gloucester. The defendants desire to facilitate this communication, and propose to lay down other rails of a wider gauge, and a different form, by which carriages will be loaded at once at the water, and then go on to the railway, without shifting the goods. This will increase the profits of the railway. The question is, are they entitled to do so? They may use their property in any way so that it be not inconsistent with their ability to perform their contract. What, then, is their position? Here is a mile of railway which it is stated may be laid down in a week or taken up in a week, and the tramroad restored to its original condition. Are they not entitled to improve their property? How is this to prevent them from performing their contract? If the condition to deliver the tramroad to the purchaser be required, and if it is sufficient to take up the rails to restore it to its former state, there is nothing to prevent them from performing their contract. The property may be restored if necessary, and if not, they can deliver it in its actual state. They do not propose to do any thing inconsistent with their ability to complete the arrangement. They ought not now to be compelled to take up the rails; it is not necessary to consider whether any damages should be made good at the time. It appears to me that there is nothing proposed to be done for the enjoyment of their own property most beneficially which is inconsistent with their being in a condition to perform their contract. It is said they will not be in a condition to perform their contract, because the trade will have been diverted and may not return; but there is nothing in that argument. It is said, also, to be cheaper; but why is not facility to be given by other works? and if they are bound to change the tramroad back to its former state by the terms of their contract, if not, there is no reason. It was not pressed in argument, and there is no force in it. Another argument was much pressed, that the plaintiffs were bound to purchase the tramway at 17,000*l*. and to pay interest at 5*l*. per cent.; but they had also a further interest in the profits. But supposing there should be a diminution, when the purchase is to be completed, the amount of deductions may be matter of calculation. The difficulty of that calculation is not a sufficient reason for preventing parties from using their own way in the interval.

Motion refused with costs.

Saturday, May 25.

Re PRIDEAUX, a Lunatic.

Practice in lunacy—Allowance to family.

Spence, in support of a petition for an increased allowance in consequence of an accession of fortune to the lunatic. His income was stated to be now 1,300*l*. per annum, and the commissioner had approved of 500*l*. being applied to the maintenance of the lunatic, and 550*l*. to his wife and children. *Ordered.*

Friday, June 21.

ANDREWS *v.* WALTON.

Practice—Indulgence to pauper suitors—Repeated applications—Production of papers.

The plaintiff in person moved for the production of certain papers, and to discharge an attachment against him for contempt as irregular. The questions raised by him were, whether two attachments issued against him at the same time into different counties were not therefore invalid; and next, that he, having been unconditionally discharged by the defendant from custody upon one of these attachments, was afterwards arrested on a new attachment and while in the registrar's-office, where he had gone upon the business of the suit was not improperly in custody. The papers were alleged to be lost or withheld in the Master's office.

Macqueen, for the defendant, said these questions had been repeatedly adjudicated upon, first by the Vice-Chancellor, then by Lord Brougham, Lord Lyndhurst, and the Lords Commissioners successively, and on each occasion the application had been refused with costs. The plaintiff in reply urged the importance of obtaining a production of the papers in order to his success in an appeal to the House of Lords now pending.

The LORD CHANCELLOR.—I am afraid I must leave you to the House of Lords; but I will read the printed case on both sides, and I will request the Master to make a report of what has been done with the papers.

Saturday, July 20.

Re DYCE SOMBRE, a Lunatic.

The hearing of this petition by Mr. Sombre for a *supersedeas* of the commission has occupied the whole time of the Court for the last five or six sittings. When judgment is delivered, we shall report so much of it as will be of interest to the lawyer.

The case made by the petitioner's counsel, and which appears to be borne out by their evidence, is, that Mr. Sombre is perfectly sane, and entirely competent to manage himself and his affairs with propriety and shrewdness, but that he entertains unfounded suspicions of his wife's fidelity; and that these suspicions arise from his Oriental education and habits, his want of knowledge of the customs of European society, and his inability to comprehend the freedom enjoyed by females in such society. Upon this topic he certainly entertains opinions and delusions admittedly absurd according to European notions. On the other hand, the lady's friends assert that Mr. Sombre's delusions are so gross that they indicate an unsound mind, and that the peculiar mode in which his insanity manifested may be perhaps connected with his Indian associations, but that the delusions are of such character as to be incompatible with a sane mind.

In answer to this the petitioner's counsel proved that all the peculiarities now sought to be made evidences of an unsound mind existed, and formed the subject of much discussion between Mr. Sombre and the lady and her family, before the marriage; that she married him with a full knowledge that his notions of female propriety differed widely from those entertained in English society, and she seems to have trusted much to her personal influence over him to induce him to modify or forego such notions. It is certain that all his delusions are connected more or less immediately with his opinions as to his wife's conduct.

The Lord Chancellor, having himself examined Mr. Sombre, will decide on the petition.

There is no case on record where delusions upon one point alone have been coexistent with such com-

plete capacity for the ordinary management of his own person and property by a person alleged to be a lunatic as are stated to exist in this case. It is in this point of view only that the case becomes important to the Profession.

Re Chambers, a Lunatic.

Practice in lunacy—Costs of next of kin attending inquiry without an order will not be allowed as of course.

Willcock, in support of a petition of the next of kin of the lunatic for an allowance of his costs incurred in attending the execution of the commission, but without having previously obtained an order for that purpose, no petition for such order having ever been presented.

Blunt, for the committee, did not oppose the petition, but was instructed to state the fact that the next of kin had attended without an order.

The Lord Chancellor.—It is not proper that the next of kin should attend without an order, and having so attended, he cannot be allowed his costs unless he afterwards make out a good cause for having done so. He must shew a special case for his attendance. *Application refused.*

VICE-CHANCELLOR OF ENGLAND'S COURT.

May 25, 29, 31, *and June* 1.

Smith *v.* Oakes.

Marriage settlement — Construction of the words "joint and natural lives"—Survivorship—Alleged imposition.

Upon an intended marriage between T. O. and E. A. C. a sum of money was directed to be invested in the purchase of certain stock, and that the same should stand in the names of trustees upon the trusts (among others) following :—for the use and behoof of T. O. and E. A. C. during their joint and natural lives, and in case the said E. A. C. should happen to survive the said T. O. her said intended husband, then that she should be entitled to receive the interest arising on such funds, or the rents or other produce of the same yearly and every year during the term of her natural life in full of her jointure, and in lieu, bar, and satisfaction of her dower and thirds at common law. And upon further trust to the issue of the said intended marriage, and to be equally divided between them, share and share alike, the portion of each child to be paid and payable when such child shall attain his or her age of twenty-one years, or be married, and the produce or portions of any child or children dying before, he, she, or they shall have respectively attained the said age of twenty-one years, or be married, shall be equally divided amongst the survivors; and if all the children of such marriage except one shall happen to die, then and in such case such child shall, on his or her attaining the said age of twenty-one years, or being married, receive the whole of the produce of the fund. And in case there should be no issue of the marriage, or being issue, they should all die before their age of twenty-one years or days of marriage, then and in such case the said T. O. to have power to sell, bequeath, or otherwise dispose of the produce of the said principal sum, as being in such event his sole and absolute property.

Held, that the words "joint and natural" must be taken with reference to the other parts of the settlement, and the general scope of settlor, that, therefore, the Court could not exclude the words "natural lives," but must endeavour to give them a meaning. T. O. survived E. A. C.: Held, that the power given to T. O. to dispose of the property as his own in the case of there being no issue of the marriage plainly indicated that his interest was not to cease immediately upon E. A. C.'s decease. And that, therefore, "natural lives," being superadded to "joint," must be taken as signifying the natural lives of both, and not merely during their joint lives.

Held, also, that the clause in favour of the only surviving child in case it should attain the age of twenty-one years, or be married, would, if taken literally, disable the Court from hearing the question raised until it should be seen who was the survivor of the children of the marriage.

Shortly before the 10th June, 1786, a marriage was agreed on between Thos. Oakes, then resident in the East Indies, and senior merchant in the East-India Company, at their presidency in Fort St. George, and paymaster of Palamcottah, and Elizabeth Ann Cosby, spinster, daughter of Col. Sir Henry Augustus Montague Cosby, both resident in the East Indies, and in consideration of the marriage and of 6,400 star pagodas, the marriage portion of Elizabeth Ann Cosby, a sum of 25,000 star pagodas was agreed to be settled as a provision or jointure for her in the event of her surviving her intended husband, and as a provision for the children of the marriage. In pursuance of this agreement, Sir Henry A. M. Cosby on or about the 10th June, 1786, paid the sum of 6,400 star pagodas to Thomas Oakes, and the latter about the same time paid the sum of 25,000 star pagodas to Jas. H. Casamaijor, John Chamier, and Josias Du Pré Porcher (resident in the East Indies), on behalf of themselves and of Thomas Parry and John Bland (both resident in England), and that thereupon an indenture of settlement, dated the 10th June, 1786, was made between the above parties residing in India, and the same was shortly after executed by Parry and Bland in England, whereby it was witnessed that the said T. Oakes had that day paid into the hands of Jas. H. Casamaijor, J. Chamier, and Josias Du Pré Porcher, the sum of 25,000 star pagodas, the receipt whereof on their own part and on the part of T. Parry and J. Bland, the other trustees in England, they thereby acknowledged and thereby declared that the two several sums of 6,400 star pagodas and 25,000 star pagodas were paid upon the trusts and for such intents and purposes, and subject to such provisoes, powers, limitations, and agreements, among certain others, following, viz. that the trustees in India should as soon as convenient remit to the trustees in England the sum of 25,000 star pagodas by bills of exchange, who were to invest the net produce thereof in the public or government funds, or East India stock or on mortgage of freehold, copyhold, or leasehold estates, with the consent of Thos. Oakes, and in default thereof, that then the English trustees should invest the produce of such remittance as the whole number or the major part of them should direct or appoint, in trust for the said Thos. Oakes and Eliz. Ann Cosby during their *joint* and *natural* lives, and for the life of Eliz. Ann Cosby, if she should survive her intended husband, the same *to be in full of her jointure, and in lieu, bar, and satisfaction of her dower and thirds at common law*: and upon further trust to the use of the issue of the said intended marriage, to be equally divided between them on their respectively attaining the age of twenty one years or marriage; and the portion or portions of any child or children dying before he or they shall have respectively attained the said age of twenty-one years, or be married, shall be divided equally among the survivors; and if *all the children of such marriage except one shall happen to die, then and in such case such child shall, on his or her attaining the said age of twenty one years, or being married, receive the whole of the produce of the said sum of* 25,000 *star pagodas*. And if there should be no issue of the said marriage, or being issue, they should all die before their age of twenty-one years, or day of marriage, *then and in such case* the said Thomas Oakes shall have power to dispose of the produce of the said principal sum of 25,000 star pagodas, as being, in *such event, his sole and absolute property*.

The marriage took place accordingly, and the sum of 25,000 star pagodas was invested in the purchase of 11,886*l.* 1s. 7d. Bank 4 per Cent. Annuities in the joint names of Thomas Parry and James Henry Casamaijor, upon the trusts declared in the indenture of settlement.

The dividends arising from the Bank Annuities were duly paid to Thomas Oakes during the joint lives of himself and wife, who died in 1798, leaving her husband, Thomas Oakes, her surviving.

There were only four children issue of the marriage, viz. the defendant Thomas Alexander Oakes, the eldest son; Henry Robert Oakes, Richard Montague Oakes, and Caroline Eliza Oakes.

James H. Casamaijor died in 1815, leaving Thomas Parry, his co-trustee of the fund, surviving, who also died the year following, having appointed Daniel Richard Warrington, Richard Twining, and his son, Richard Parry, the executors of his will, who proved the same in the proper Ecclesiastical Court. Richard Parry died shortly afterwards, leaving Daniel Richard Warrington and Richard Twining surviving.

The dividends arising from the 11,886*l.* 1s. 7d. continued to be paid to Thomas Oakes after his wife's decease, who laid out considerable sums for the maintenance and advancement of his children in the world, who all attained their respective ages of twenty-one years before the year 1823.

In May 1823, Henry Robert Oakes being about to sail for India, applied to Daniel Richard Warrington and Richard Twining to transfer to him one-fourth of the stock, and a like application was made to them by Richard M. Oakes, whereupon, and in consideration of which they gave the father, T. Oakes, a release of all demands of dividends which had been paid to him from the death of his wife, and signed a release also to the trustees, Warrington and Twining,—the release of R. M. Oakes bearing date the 25th June following,—and directed the trustees to pay his father the dividends upon his share during the life of his father; the share of R. M. Oakes was then transferred into his own name.

In the same year T. Oakes and the trustees applied to T. A. Oakes and Caroline Oakes to deal with their two fourth shares in precisely the same manner as their brother Richard M. Oakes had done in favour of their father, T. Oakes, which they agreed to do upon consideration that the amount of their respective two fourth shares and the dividends from their mother's death should be considered as a debt upon the estate of T. Oakes to be paid on his decease.

Under these circumstances, about the beginning of the year 1824, a deed-poll was, with the privity and approbation of T. Oakes and the trustees, prepared for T. A. Oakes and his sister, Caroline Eliza Oakes, to execute, which was accordingly done by them on the 13th Feb. in that year; this instrument reciting that doubts had been entertained with respect to the life-interest of T. Oakes, the father, in the fund, and the title of T. A. Oakes and Caroline Eliza Oakes in the dividends from the mother's death, and *to obviate all doubts as to the illegality* of the payment so made to him, so far as it related to the trustees, they, the said T. A. Oakes and Caroline Eliza Oakes had agreed to enter into such release to the said trustees, and were desirous that they should permit the said T. Oakes to receive the dividends of their two equal fourth parts or shares of the said sum of 11,886*l.* 1s. 7d. Bank Annuities. It was witnessed,—for the considerations before mentioned, they, the said T. A. Oakes and Caroline E. Oakes, released the trustees from all claims and demands in respect of the dividends which had theretofore become due and payable, and been received by the said T. Oakes, in respect of their respective fourth parts or shares of the said Bank Annuities, which were then, or which might thereafter, during the life of the said T. Oakes, become due and payable and be received by the said T. Oakes, in respect of the said respective fourth parts or shares in the said Bank Annuities. And it was provided that nothing therein contained should extend to release the estate and effects of the said T. Oakes, after his decease, from the repayment of the dividends which should be received by him since the death of their mother, but that the same should be considered to have been received by him for the use of the said T. A. Oakes and Caroline Oakes, and should be taken to be a debt due and owing to them from the estate of the said Thomas Oakes, as aforesaid.

The above-mentioned Bank 4 per Cent. Annuities were, about the 6th of April, 1824, converted into Bank 3½ per Cent. Reduced Annuities.

Richard Twining died in 1824, and, in pursuance of the above agreement, Warrington, who survived him, transferred into the name of R. M. Oakes the sum of 2,971*l.* 10s. 4d. Bank 3½ Reduced Annuities, which reduced the 8,914*l.* 11s. 3d. to the sum of 5,943*l.* 0s. 11d.

Upon the marriage of T. A. Oakes with Clara Sophia Muntz, the plaintiff Smith, and Richard Strachey, one of the defendants, being the trustees, the sum of 2,971*l.* 10s. 4d. Bank Annuities was settled as a debt due from the estate of T. Oakes. There were issue of this marriage five children, defendants hereto.

Thomas Oakes married a second time in the year 1800 with Maria Lucy, now his widow; he had issue by this marriage five children, defendants hereto.

T. Oakes made his will, dated June 1, 1834, and having provided for his widow and children, he executed a codicil in Dec. 1834, and directed that if T. A. Oakes or Caroline E. Oakes should make any adverse claim against his estate, that then the benefit given them by his will should cease.

T. Oakes died in December 1834.

About the 30th June, 1838, Warrington transferred T. A. Oakes' share in the annuities into the names of Smith and Strachey, the trustees of his marriage settlement, and Caroline E. Oakes' share into her name. Caroline E. Oakes elected to take the benefit provided for her by the will and codicil, and to release the estate of her father.

Before the month of February 1827, T. Oakes, the father, caused his solicitor to prepare a deed purporting to be a general release by T. A. Oakes to the executors of T. Parry, deceased, and to trustees of the settlement of 10th June, 1786, also to the said T. Oakes. This instrument was delivered to T. A. Oakes in February 1827. This he refused to execute, alleging that it was never contemplated that the money should revert to T. Oakes, but that both principal and interest should be allotted to the benefit of the children of the first marriage, and that whatever occurred in respect of his share under the settlement originated in misunderstanding, and that when he signed the former release to the trustees, he was wholly ignorant what arrangement had been made between the said T. Oakes and them upon the subject.

The original bill was filed by Smith and Strachey, as trustees of the marriage settlement of T. A. Oakes, against the widow and executors of his father's will, and the representatives of his father's marriage settlement, praying an account of principal and interest from the death of Elizabeth A. Oakes until the decease of T. Oakes, and that if the executors should not admit assets, that then the will and codicil of T. Oakes might be established, and the trusts thereof be carried into execution.

Bethel and *Bush*, for the plaintiff, claimed a debt in equity against the father's estate, and the whole affair shewed that the father must have been cognizant of the rights of the various parties, and of his own interests under the marriage settlement; that he endeavoured to obtain a discharge from his children of their claim against him; that by his own acts he constituted himself a trustee for his children, so that whenever he received the money he renewed his agreement, and that, therefore, the plaintiff was a creditor. It was, moreover, con[illegible]ed, that if the father were

only a constructive trustee, the Statute of Limitations would not run; because it was not claimed upon the pleadings.

Cases cited by plaintiffs: *Harrison* v. *Borwell* (10 Sim. 362); *Stocken* v. *Stocken* (4 Sim.); *Kekwich* v. *Langston* (11 Sim. 291); *Thompson* v. *Guffin* (1 Cr. & Ph. 317).

Pownall for the co-trustees of T. A. Oakes' settlement, and the executors under his will.

Stuart and *Chandless*, for the other defendants, contended that it was clearly the intention of the settlement that the husband should take a life interest. Coupling the recital with the operative part, the intention was not carried out, if the father's life estate is to be cut down. The words "during the joint natural life," as joint tenants, is not like leaving to one during the joint lives of two persons. There is a difference between the acknowledgment of a claim and a right. That as to the plaintiff's saying defendants do not in their answer claim the Statute of Limitations, the cases of *Hovenden* v. *Lord Annesley* (2 Sch. & Lef. 638) and *Hoare* v. *Peck* (6 Sim. 51) go to shew that if the bill states a case where the statute would be a bar, you may demur. [The Vice-Chancellor.—There is a great difference between taking the objection by demurrer and at bar; if the bill be informal, the plaintiff may amend.] If we had taken all the evidence as true that has been stated on the bill, it would have been open to a demurrer. T. A. Oakes's acts would neither strengthen nor overturn the trustees' title. And there is less excuse for a trustee than for T. A. Oakes. But what was he trustee of? A claim of twenty-nine years old, and which he was not to enforce till the father's death. The words "joint and natural," we contend, give the husband a life interest under the settlement. The question of construction is important. When T. Oakes transferred the money to the trustees, all he could give up was an equitable estate. Sir John Leach made an observation upon the rights of children of this kind, viz.—"If you want to know and ascertain what are the respective interests of parent and child, you must not merely look to what is given to the parent, but what is given to the children, and when." Every thing in our case which is not given away results to the father. Now, what is given to him is given in express terms. The husband and wife have both a life interest, *i. e.* under the terms of the settlement it means the joint and natural life of each; therefore, if both could not take, neither of them could take, because if you give to two, each must take, and, of course, the survivor must take. Now, if a limitation be made to two simply during their joint lives, it must be only during their joint lives; but the words of the first and last part of the settlement give a life interest in the survivor. As to the lapse of time, the evidence shews that the father, so far from acquiescing in the claims of his children, resisted them, and unless there be a valid acknowledgment on the part of the father or his agent, there is nothing to do away with the lapse of time. Now, the son came of age in 1811; and if he had a right to the dividends then, as from the death of his mother, he might have filed a bill in 1814 against the trustees; but in 1839 the remedy is sought, after a lapse of twenty-five years, for an account of an arrear of interest from 1797 by those claiming through him. The supposed interests of the children were never acknowledged by the father as a *right*, but merely as a claim. Now, making a claim, and nothing more, will not prevent the operation of the statute, although an agreement would. The difficulty lies in confounding a claim with a right.

Cases cited for the defendant: *Pettiwell* v. *Prescot* (7 Ves. 543); *Dormer* v. *Fortescue* (3 Atk. 129); *Pearce* v. *Newlyn* (3 Madd. 186); *Beckford* v. *Wade* (17 Ves. 97); *Byrne* v. *Frere* (2 Molloy, 176, Irish Rep.).

Shadwell, for the other parties.

Bethel, in reply.

The Vice-Chancellor.—I have examined the settlement of 1786 very minutely, and what occurred to me at the first blush was, that the instrument was obviously composed by a person having some knowledge of legal phrases, but who was incompetent to give them their proper application. If the words of the settlement are to be taken as they stand, according to their strict and literal meaning, I am not in a position to hear this question; for, after a very short limitation in favour of the children, and the direction that the shares shall be paid at 21 years or marriage, goes on with this proviso—"And if all the children of such marriage except one shall happen to die, then in such case such child shall, on his or her attaining the said age of 21 years or being married, receive the whole of the produce of the said sum of 25,000 star pagodas." This clause is inserted as an unqualified provision, and anticipates an event which must happen at one time, unless we can conceive of their dying together. Now, it is quite impossible to give effect to this provision, if it is to be construed literally, because we must watch the event, to see which is the surviving child. According to the plain and literal phraseology, therefore, it is so much nonsense compared with the true intention of the parties to the deed. The principal words for interpretation are those which relate to the power given to the English trustees to invest the produce of the property to be sent to them from India "in the Government funds, &c. with the consent and approbation of T. Oakes." Then, in default of his giving such instructions, that the English trustees should invest the produce of the said remittance in such a manner as the whole number of the trustees, or the majority of them, should direct and appoint, so that no time is limited to the English trustees. Then follows this passage:—"That the interest, rent, or other yearly produce arising therefrom, or to grow due thereon, is to be paid for the use and behoof of the said T. Oakes and Elizabeth Ann Cosby during their joint and natural lives." Now, although it is stated in the preamble that the 25,000 pagodas were intended to make a settlement for the wife, yet there was nothing to exclude the husband from enjoying whatever is not given to the wife and children. Such a provision is constantly occurring in marriage settlements. Now, what words exclude the maker of the settlement himself? There is no portion assigned to any one of the children for maintenance or education; the father would take the dividends from the wife's decease freed from this duty, so far as the property was concerned. Again, do the words "joint and natural lives" of necessity imply only during *joint* lives? Let every word speak for itself. If it was intended by the settlor that he should only have the interest in a joint life estate, he would have said so; but he says joint and *natural* lives; he uses the word "joint," and then the additional one "natural." It cannot be supposed, therefore, that the superadded words were intended to mean any thing short of joint and during the natural lives of *each*. This gives an easy, fair, and reasonable construction. The only thing the parties ought to have done long ago was to have taken the opinion of the Court, but they go on in a very strange manner, so as to render it incapable of being settled by reason of the son's letter. I think the father was all along in the right, when he asserted that he was entitled to the dividends; and as to the deed poll, I do not think it affects the matter, for it is my opinion that the father knew nothing about it at the time it was executed, although he was made acquainted with it afterwards. The children's covenant could not bind the father. It is a family suit, and the only point to be decided is upon the simple construction.

The bill dismissed without costs.

ROLLS COURT.

Wednesday, July 3.

Nixon v. Pugh.

A guardian ad litem to infants appointed without taking out a commission, upon the usual affidavits.

Stephenson applied for an order to appoint a guardian *ad litem* in this cause, to infants residing within the jurisdiction, without a commission. He referred to *Drant* v. *Vause* (2 You. & C. N. C. C. 524), in which case Vice-Chancellor Knight Bruce made a similar order, but directed the sanction of the Lord Chancellor to be obtained, which was accordingly done.

The Master of the Rolls.—If the Lord Chancellor thinks fit to alter the practice, it is of course competent to him to do so. I shall make the order, but I shall first speak to his lordship on the subject.

Hopkinson v. Powis.

Motion by a receiver under the Court to commit a party for contempt, on the ground of an encroachment on the lands, and a refusal to deliver up the part encroached on, refused, the party absolutely denying the allegation of encroachment.

Rogers moved for an order to commit Joseph Canham for a contempt of Court, on the ground of having taken possession of a piece of land at the end of Sand-street, Woolwich, alleged to be part of the estate of Mr. Bowater, deceased. Joseph Harrington, the receiver in the cause under this Court, was in possession since 1830, and at his instance the present motion was made. So long ago as 1809, the commissioners for improving the town of Woolwich had purchased a piece of land of Mr. Bowater, and in 1842 sold a portion thereof in lots, of which, lot 18 was purchased by and conveyed to Mr. Canham. He took possession of this and, as it was alleged, of a small piece belonging to the Bowater estate, and upon being applied to, refused to give it up; hence the present motion. Mr. Canham absolutely denied that he had taken possession of any land but lot 18, sold to him by the commissioners, or that he had encroached, as alleged; and the map of the ground, &c. rather favoured that view of the case. The commissioners were not included in the motion.

Shadwell urged that Mr. Canham, having no interest in the matters in question in the suit, and denying the fact of encroachment, ought to be dismissed with costs.

The Master of the Rolls.—The commissioners, having bought the property in 1809, sold, in 1842, to Canham all he holds, as he says, but only a part, as is said by the other side. But, on looking to the map, there can be no reasonable doubt that all Canham holds he obtained under the conveyance, whether there be an encroachment or not; he is not, therefore, guilty of any contempt of this Court. The receiver is no doubt to be protected, and his possession is not to be disturbed; but, the sale taking place in 1842, is it reasonable to come here now, and that, too, against Mr. Canham and not against the commissioners? I think not. Let the motion be dismissed with costs; but the parties interested may have an inquiry as to the encroachments, and as to the means to be employed in restoring possession.

Friday, July 5.

Reed v. O'Brien.

Motion to take a bill pro confesso, for want of an answer.

A plaintiff cannot be compelled to receive as an answer a sealed packet sent by post to the Record and Writ Office from a foreign country, and purporting to be the answer of the defendant taken there by commission, but time will be allowed the defendant to put in a fresh answer, though the time for doing so has expired.

This was a suit instituted against Mr. Patrick O'Brien, now Count de Lacey, to recover several sums, and, *inter alia*, 60,000 roubles, alleged to be left by the late General Count de Lacey, deceased, for the benefit of his relatives. The matter now came before the Court on two applications; one by the plaintiff to take the bill *pro confesso*, the time for answering having expired, and the other, that a sealed paper, supposed to contain the answer of Mr. O'Brien, and alleged to have been sent by post to the Record and Writ Office from Grodno, in Russia, where he now is, should be opened, and if found not to contain the answer of Mr. O'B., that a new commission should issue. A commission had been obtained by consent of both parties, and the answer was directed to be sent by an agent, and it was alleged that the plaintiff had desired, if one could not be got, that it should be sent by post. The packet arrived at the office the same day on which Mr. Le Blanc, defendant's solicitor, received a letter from Grodno, to say the answer was taken and had been sent by post. The plaintiff refused to receive it or consider it an answer, and insisted on his motion.

Teed and *Bacon*, for the defendant.

Turner and *James Parker*, for the plaintiff.

The Master of the Rolls said he would order the packet to be opened, but could not oblige the plaintiff to accept the answer of Mr O'Brien which was found contained therein. He ordered it to be given to defendant's solicitor. As to the motion to take the bill *pro confesso*, it would not be just to grant it; two months' time must be allowed to answer. The costs to be reserved, it not appearing as yet which party was in fault.

Saturday, July 6.

Ellwand v. M'Donnell.

A defendant, who was a member of a company at the filing of the bill against him, but ceased to be so before putting in his answer, cannot be compelled to produce the company's documents, nor the documents respecting a former suit which he in one answer admits to be in his solicitor's custody, but in a subsequent one alleges to be lost.

This was a motion excepting to the Master's report that the defendant's answer was insufficient. The defendant was the agent in England of the Patriotic Assurance Company of Ireland, established in 1826. Mr. Ellwand, the plaintiff's father, insured with the company goods on board the *Anne* from Liverpool to Buenos Ayres, and defendant signed the policy for 500*l*. The *Anne* was captured by the Brazilian government, and the goods seized and condemned. Mr. Ellwand brought an action for a total loss, which was compromised by an offer from the company of sixty per cent. and costs, with benefit of salvage and compensation. The Brazilian government made compensation, and paid the several sums due thereon to the English *chargé d'affaires*, who transferred a portion thereof to the company's agent. Mr. Ellwand died, leaving the plaintiff his executor, who filed a bill against the defendant, and had compensation allowed for the goods. The defendant was a member of the company at the time, and the act establishing the company authorized the secretary or any member to be sued. Before putting in his answer, however, defendant ceased to be a member. The bill sought a discovery of the documents, &c. of the company, and also of certain documents respecting a previous suit of *Brooks* v. *M'Donnell*. The defendant said he could not get at the papers of the company, not being a member; and, though he at first admitted the other documents were in the custody of his solicitor, yet he afterwards said he could not produce them, for, after a diligent search, they could nowhere be found. This answer the Master reported insufficient, and exceptions were taken to the report.

Kindersley, *Turner*, and *Hetherington*, for the defendant, against the report.

Heathfield, for the plaintiff, for the report.

The Master of the Rolls.—The defendant may have acted improperly in withdrawing from the company, but that will appear at the hearing. I cannot, however, compel a man to produce the company's documents, over which he has no power, nor yet the other papers, which are lost. I must therefore allow the exceptions.

Monday, July 8.

Nixon v. Pugh.

Practice—Appointment of guardian ad litem, without a commission.

Stephenson applied again this morning, in this case, and, there being infants both out of and within the jurisdiction, consented to take an order to appoint a guardian *ad litem*, in the former case, and in the latter in the usual way.

The Master of the Rolls thought this the better way of proceeding, as being in accordance with the old practice; though, with the sanction of the Lord Chancellor, he would have no objection to make an order such as that in *Drant* v. *Vause* (2 You. & C. N.C. C. 524).

July 8, and 18.

Archer v. Hudson.

Principal and surety—Alteration of security—Discharge of surety.

A promissory note given to a bank without consideration by a surety (who has just attained twenty-one), as a security for a floating balance of account, in favour of one who has stood in loco parentis to the surety, is void in equity.

And if, instead of retaining the note as a security, the bank give credit in a loan account to the principal, to the amount of the note, the surety is discharged.

Mrs. Archer, one of the plaintiffs, was put under the care of her uncle, Mr. Daniell, by the trustees of her father's will, who paid him a yearly sum for her maintenance, &c. During her minority, she was entirely under the influence and control of her uncle and aunt. In November, 1837, Mrs. A. attained twenty-one; and on the 1st of January, 1838, she joined her uncle in a promissory note to Mr. Hauxwell, the manager of the Thirsk Bank, a branch of the York Joint-stock Bank, for the sum of 500*l*. The note was without consideration, and signed at Mr. Daniell's, in the presence of him and Hauxwell only. The latter, who was intimate at Daniell's, and was well acquainted with Mrs. A.'s (then Miss Kendray) position, explained, that the note was intended as a security for a floating balance of account in favour of her uncle; but the note itself did not evidence the contract. An account, already opened, was accordingly continued with Daniell, and conducted in the usual way. On the 13th of November, 1841, Mrs. Archer was married to her present husband, the other plaintiff, and there being then some misapprehension (as appeared by a correspondence between Hauxwell and Wilkinson, the manager at York), as to the effect of the marriage on Mrs. Archer's liability, it was agreed by them to convert the security into a loan, and make an entry in the books to that effect, dated on a day prior to that of the marriage, which was accordingly done. The sum of 500*l*. was entered in a loan account to the credit of Daniell and Mrs. Archer, and the drawing account continued. At this time, the latter account was overdrawn, only to a small amount; but immediately after the change it rose to a very large sum. In May, 1843, Daniell became insolvent, and the bank then brought an action against Mr. and Mrs. Archer in the name of Hudson, then officer, to recover the 500*l*. on the promissory note, alleging it was a guarantee for the floating balance, and that the account was then overdrawn to the amount of 500*l*. The plaintiffs then filed their bill to set aside the note; and the grounds insisted upon were, that the transaction was void *ab initio*, as Daniell was *in loco parentis* to Mrs. Archer; that even if it were not void, the subsequent dealings with it by the bank were such as to discharge the surety; and failing that, that the original debt was discharged by subsequent payments into the bank.

Kindersley and *Roll*, for the plaintiffs.

Turner and *Elmsley*, for the bank, cited *Pease* v. *Hurst* (10 B. & Cr. 126); *Bonser* v. *Cox* (4 Beav. 279).

Glasse, for Daniell, the bankrupt.

The Master of the Rolls had no doubt whatever that Daniel stood in *loco parentis* to Mrs. A.; and that being so, the presumption of this Court is that she was under his influence and did not act from her own free and unfettered judgment. The circumstances of the case did not take it out of the rule [his lordship stated the facts at length]. The security, therefore, cannot stand on the first ground, and, if it were necessary to decide that point, neither could it on the second. It must, therefore, be given up to be cancelled. The defendants must pay the costs of the suit. Daniell, who was in fault, not to have any costs.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Saturday, July 20.

Flinn v. Jenkins.

Will—Construction.

A testat[illegible] the whole of his property, not named in his [illegible] his wife, after her paying certain legacies, for the benefit of his two sons and their children. He then states that one of his sons owed him 2,000l., the interest of which he was to pay to the testator's wife for her life, and the testator directed the residue of his remaining property (excepting certain articles of furniture, &c. which were to be at his wife's own disposal) to be equally divided between his sons for their lives, and then to be equally divided between their children when of age.—Held, that the wife took a life interest in the residue, and that the children of the testator's sons took per stirpes and not per capita.

Robert Flinn, the testator in this cause, made his will in the following terms:—"I, Robert Flinn, do will the whole property belonging to me not named in this my last will to my wife, Sarah Flinn, after her paying the following legacies; that is to say, the house No. 3, Stacey-street, I give to my son Robert Henry Flinn; the house No. 2, Stacey-street, I give to my son Henry Flinn, for their lives, and then to be equally divided among their children. My son Henry Flinn is indebted to me money lent, 2,000*l*., the interest of which he is to pay to my wife, Sarah Flinn, as long as she lives; the residue of my remaining property in the following manner (except the household furniture, plate, wearing apparel, trinkets, &c. to be at her own disposal), and the remaining property to be equally divided between my two sons for their lives, and then to be equally divided among their children when of age. I appoint my son R. H. Flinn, and my son H. Flinn, executors, my wife Sarah Flinn, executrix.—Dated this 22nd day of May, 1830." The questions which arose upon this will were, 1st, whether the wife took an absolute or a life interest in the residue; and, 2ndly, whether the children of the sons were to take *per stirpes* or *per capita*. No child of either son died in the father's lifetime.

Spurrier, for the plaintiffs, who were children of Henry Flinn.

Metcalfe, for an infant defendant, a child of Henry Flinn.

Russell, for the executors of the widow, submitted that she took an interest for life in the residue.

Malins, for the children of R. H. Flinn.

The Vice-Chancellor.—It appears to me that the construction in favour of the widow taking an interest for life is aided by the mention of the sum of 2,000*l*. It seems to have struck the testator to be prudent to mention that one of his sons owed him money, and, therefore, he introduces this by way of note. This certainly aids what, however, appears to me to be the fair inference from the whole will, that the widow was to take a life interest. As to the children, it appears a plain gift to them *per stirpes*, and I rather think, as to the residue, that the shares are not vested until majority, but it is unnecessary to decide that now.

Tuesday, July 23.

Reade v. Frelre.

Mortgagor and mortgagee—Title-deeds—Costs.

A sum of money, which formed a portion of the subject of a suit, was advanced upon mortgage security. The mortgagor had no notice of the existence of the suit, and by a subsequent order made in the suit, the title deeds of the mortgaged property were, with other documents, deposited in the Master's office. The money was afterwards paid off, but the mortgagees refused to apply for the necessary order to take the deeds out of Court, and the mortgagor accordingly applied by petition for that purpose. Held, that the costs of the petition were to be borne by the mortgagees.

An advance was made by three persons of the sum of 200*l*. upon a mortgage security; the money formed part of a testator's estate, then the subject of a suit, and the mortgagees were the three executors. The mortgagor had no notice of the suit, nor was he at the time of the mortgage aware that the money was advanced by the mortgagees as executors. By an order subsequently made in the cause, all the papers, including the title-deeds of the mortgaged property, connected with the testator's estate, were deposited in the Master's office. The mortgagor afterwards gave notice of his intention to pay off the mortgage-money, which was accordingly done, but the mortgagees refused to obtain an order for the delivery of the deeds out of the Master's office to the mortgagor. The mortgagor then presented a petition for the purpose of obtaining his deeds, and also sought that the costs should be paid by the mortgagees.

Prior, for the mortgagor.

Harwood, for the three mortgagees, contended that the costs of this petition should properly be borne by the mortgagor, citing *Wetherall* v. *Collins* (3 Madd. 255), and *Burden* v. *Oldaker* (reported *ante*, vol. 3, p. 517).

Lovat, for parties beneficially interested in the testator's estate, submitted that the costs, if not borne by the mortgagor, should be paid by the three executors personally.

The Vice-Chancellor.—This case is distinguishable from *Wetherall* v. *Collins* and *Burden* v. *Oldaker*. This is the case of a mortgage made to three persons not mentioned as executors, or in any way particularly described. The mortgage was made without notice of the decree, or of the existence of any suit. I do not refer to that constructive notice all that would be inferred from a *lis pendens*; but there was no real or substantial notice of the suit. After the mortgage, it is thought right by the mortgagees, or by other persons who were unknown to the mortgagor, that the deeds should be placed in a particular place of deposit, from which an order of the Court is necessary to remove them. The mortgagor then gives notice of his intention to pay, and pays the money, but finds that he cannot have his deeds, as it appears they have been deposited in court. He then asks the mortgagees to take the necessary steps to obtain the deeds. They refuse; and the mortgagor then comes here himself, and it is said that he must bear the costs. Circumstanced as this case is, consistent altogether with *Wetherall* v. *Collins* and *Burden* v. *Oldaker*, I consider that the mortgagor should have his costs without prejudice, as between the parties to the suit, how these costs should be ultimately borne.

ADMIRALTY COURT.

Monday, June 3.

The Graces.

Salvage—A conversation between the master of a steam vessel about to afford assistance, and the master of a brig about to receive it, may constitute a binding agreement between the two, though the one does not in express terms consent to the proposal made by the other, if the agreement is understood and acted upon by both. Here that understanding was not sufficiently proved.

Where a steam-vessel receives a special summons, either by signal or otherwise, to come out from the place in which she is lying to render assistance, the distance from that place will be included in the amount of her remuneration.

An action by the owners of the steam-vessel *Pilot* against the brig *Graces* for compensation for salvage-services rendered to the brig.

It appeared the *Graces*, on the 5th of December last, met with a sudden squall, by which she lost her foretop-mast and part of her fore-mast. A change of wind compelled her to alter her course, which was towards Shields, and to bear up and stand to the south. She reached Huntcliffe Foot, twelve miles to the south of the river Tees, and then came to an anchor, when she hoisted a union-jack at the maintop-gallant mast-head, as a signal for a steamer. This signal being seen by a person named Potts, he went to Middlesborough, where he gave information of the circumstance to the master of the steamer *Pilot*. The latter at once put to sea, and steered for Huntcliffe Foot. When the steam-vessel reached the *Graces*, the latter passed a tow-rope to her, and in the course of four hours they, together, had got some distance up the Tees. Next day the steamer towed the brig to Shields. For this service the present claim is made, and the action entered in the sum of 350*l*.

These bare facts are admitted on both sides; but there are certain important circumstances upon which the greatest dispute has arisen. On behalf of the brig it has been set up, as an answer to the claim, that an agreement was entered into between the masters of the respective vessels as to the price to be paid for the assistance of the steam-vessel, and in support of this, the evidence of the master of the *Graces* is relied upon. He states in his deposition, that when the steamer reached his vessel, the following conversation took place between himself and a person standing on the paddle box of the steamer. The latter asked "where he wished the vessel to be taken to." To which he replied, "To Hartlepool;" and inquired, "what would be the charge?" adding, "that as his vessel was small, he hoped she would be taken cheap." The person belonging to the steamer said, "Say what you can afford to give me." To which he answered, "3*l*." Whereupon the other at once cried out, "Give us your rope." Upon the faith of this conversation, the master of the *Graces* declares the rope was given, and the assistance of the *Pilot* accepted. The witness goes on to depose that when they arrived in Tees, he remonstrated with the master of the steam-vessel for not having fulfilled his agreement by taking him to Hartlepool; that he answered, "he could get some coals and tow him the next day;" that on the following day he made a further agreement to have the vessel towed to Shields for 10*l*. and when they reached that place he offered him 13*l*. and asked for a receipt; that the latter refused to receive 3*l*. for the former part of the service, and denied the alleged agreement. This evidence is met by counter-evidence on the part of the steamer. The affidavits of her master and crew deny generally that any a[illegible]ment was made in the first

instance, and indeed assert that those on board the steamer were unable to hear any words coming from the other vessel.

Addams and *Bayford*, for the *Pilot*.

Dodson, Sir J. Q.A. and *H. Nicholl*, for the *Graces*.

Dr. LUSHINGTON gave judgment.—This case is not without the usual accompaniment of conflicting evidence. There are two questions to which the attention of the Court must be especially directed: first, whether there was any valid and binding agreement entered into between the parties; and, secondly, if there were no such agreement, whether the 3*l*. which was tendered is an adequate reward for the service. The vessel, of 197 tons burthen, was bound from London to the port of Seaham. On the 5th of December, off the Yorkshire coast, she met with a sudden squall, whereby she lost part of her foremast. She remedied that accident as far as she could, and, with the wind blowing from the quarter from which it then blew, she attempted to reach, not Seaham, the original port of destination, but Shields, where her owners resided, and where she intended to refit. The wind however changed, and, according to her own statement, as she was unable to reach Shields, it became necessary to take another course. She accordingly wore round, and steered southwards. She reached Huntcliffe Foot, and, as she says, cast anchor in such a position that a signal for a steamer might be seen in the river Tees. Whilst so situated she was seen by a pilot named Potts, who, supposing her to require assistance, went to Middlesborough, a distance of eight miles, for the purpose of giving information to some steamer in the Tees. The signal was hoisted by the brig as early as eight o'clock in the morning, and no steamer arrived at Huntcliffe Foot until three in the afternoon, the distance being eighteen miles. Now, if this vessel had been lying in the position described by herself, viz. such a one that any signal hoisted on board her would be perceived by vessels in the Tees, I am not able to discover any satisfactory reason why some steamer did not descry the signal, and at once proceed to render the service. However, it appears no vessel does proceed to render assistance until the *Pilot*, a steamer of sixty horse-power, in consequence of the intimation received from Potts, not in consequence of perceiving the signal, leaves the port of Middlesborough and proceeds to Huntcliffe Foot, where the *Graces* was riding at anchor. What was the state and condition of this vessel? It is admitted that she had lost a part of her foremast, and on the one side it is represented she was in a disabled state; on the other, that she was by no means so, but quite capable of reaching the port of Whitby, for which at the time the wind was favourable. I apprehend that she cannot be properly described as having been in a state of immediate danger, or as having been quite disabled; but, on the other hand, I conceive that, in case of foul weather, not improbable in the depth of winter, she would have been exposed to greater risk than if she had not met with the accident; and, therefore, I think she is not to be considered in the same light as a perfect and complete vessel. The steamer having got alongside the brig, a conversation is alleged to have taken place which is said to constitute an agreement between the parties; and I entirely agree to the position laid down, that if a conversation does take place between two parties, and, in pursuance of that conversation, an act is allowed to be done, which would, in fact, be the commencement of the contract agreed upon, neither party has an opportunity of departing from such contract. For instance, assuming in the present case the one party to say, "I will give you 3*l*. to take me to Hartlepool;" and the other party, hearing the offer, to cry out at once, "Give me your rope," without any thing more, I think, under those circumstances, there would be a binding contract. What I must look to, however, is this, whether it is proved that the parties distinctly understood each other, and acted upon the understanding. But the proof of the contract is on the party setting it up, for he calls upon the Court to depart from its ordinary rules; and for that reason, also, the proof ought to be perfectly clear and satisfactory. It is stated that the master of the brig, with no less than seven of his crew, speaks to a very detailed conversation; and that something to that effect did occur there is every reason to believe; but I confess my conviction of what did occur is not much strengthened by the fact of seven persons swearing to a conversation of this description, and swearing to it in the very same terms. Now, giving the master of the *Graces* credit for speaking the truth, something more must be done to constitute a valid and binding agreement between the two parties. It must be proved that the master of the steamer heard the conversation. He might have heard a part, and not the whole. In the act on petition, there is a direct contradiction that the conversation did occur, and, though the affidavits do not so directly negative it, I cannot say that, when the master of the steamer swears that no such agreement took place, he merely meant to swear that there was no such agreement according to his notion of the effect of the conversation. So I must look to the probabilities of the case; and nothing can be more improbable than that a master of a steamer of 60-horse power, having come out eighteen miles for the purpose of rendering assistance to a vessel represented to him to be in distress, would have accepted the sum of 3*l*. for that and for conveying a vessel in distress eleven miles. The conduct, too, of the master of the *Graces* in making another contract with the master of the *Pilot*, confirms me in thinking that there was no binding agreement in the first instance, for if he had thought that he had been tricked, he would not have entered into a fresh agreement with the same person. I am under the necessity, therefore, of pronouncing, that this was no valid agreement, attributing to neither party perjury, but thinking that the mistake may be accounted for from the state of the sea, and the noise and confusion at the time. The only question that remains is, whether 3*l*. was an adequate remuneration. It is said that I am not to take into consideration that the steamer had come from Middlesborough; but to that position I cannot agree. Where a vessel comes out in consequence of a special summons, she is not like a steamer plying on the Thames, but ought to be paid for the distance she has to go. I must consider, therefore, this service as towage for thirty, not for twelve miles; and I shall award 15*l*. with costs. I must say one word more. I cannot understand upon what principle it is, that in cases of this petty description, actions should be entered at sums so utterly disproportioned to the service. I think such a course most vexatious, and I hope it will not be repeated.

Bankrupt and Insolvent Courts.

COMMISSIONERS' COURTS.

Monday, July 22.

(Before Mr. Commissioner GOULBOURN.)

Re STEVENS.

Amending—Action pending petition.

The insolvent and a friend gave a promissory note to Mr. Buchanan, insolvent's solicitor, payable by instalments of ten shillings per week, in consideration of conducting him through the court. This was done previous to the filing of the petition on the 14th of June. The instalments subsequently failed to be paid, and an action was brought by an indorsee against both parties.

The insolvent now applied, on coming up on the interim order, to be allowed to insert the note in the schedule.

Buchanan opposed the amendment, on the ground that the debt was not a debt due at the filing of the petition.

Mr. Commissioner GOULBOURN was at first inclined to think that he had no power to interfere, especially as the note did not express that the work on account of which it was given was done before the filing of the petition; but ultimately he viewed the debt as incurred before proceedings were taken in court, and declared the insolvent entitled to insert it as desired.

Re WILLIAM PARKER.

Imperfect description—Re-advertising affidavits.

The insolvent was a coal merchant at Yarmouth. He had inserted his private residence in his petition and schedule, but it appeared that he carried on his business on board certain craft on the water.

Sturgeon objected that he ought to have stated where he carried on his business, by inserting the name of the craft.

Mr. Commissioner GOULBOURN said that the insolvent's case was a peculiar one. He thought the best description had been given that the circumstances admitted of.

Sturgeon said that he had an affidavit that certain creditors at Yarmouth were not named in the schedule.

Mr. Commissioner GOULBOURN observed that he had no power to admit affidavits under the new Insolvent Act.

It now transpiring that the place of business was a mile from the residence,

Mr. Commissioner GOULBOURN determined that the petition and schedule should be amended by the insertion of a description, as near as possible, of the former place, and that an advertisement of the amendment should be inserted in a Norwich paper.

Interim order adjourned.

Re CHANDLER.

Payment of costs of petition out of estate—Attendance by power of attorney.

Horry, in opposition to the final order, drew the attention of his Honour to an item in the balance-sheet of a payment of 5*l*. to the insolvent's attorney on account of the proceedings in this court. He mentioned a case before Sir Charles Williams, on the 13th May, where the sum of 14*l*. 11*s*. had been entered in a similar manner, when that learned Commissioner expressed considerable difficulty in allowing such an entry to pass, as he considered that, in point of fact, the payment was now out of the creditors' money, but subsequently allowed it to remain, there being no opposition. There was no provision, as in the Insolvent Act, to allow the costs of the petition out of the estate.

Mr. Commissioner GOULBOURN was disposed to suffer the entry to remain. An insolvent must incur expenses in taking the benefit of the Act, and it was better that the disposition of the money should be thus shewn, than that it should be concealed.

On the question of appointing one of the opposing creditors assignee, it appeared that neither was present, and the Act required the appointment to be made at the time of granting the final order.

Mr. Commissioner GOULBOURN said that if the person who appeared on their behalf (a solicitor's clerk) had a power of attorney to appear, he would consider that sufficient. He had ruled in the country that attendance by a person holding a power of attorney on behalf of a creditor was an attendance within the Act, as in cases of bankruptcy; but he did not know how the point had been decided in London.

Sturgeon said that he had on one occasion, before Mr. Commissioner Holroyd, expressly made an objection to attendance by power of attorney, requiring the personal presence of the creditor, and that his objection had been allowed.

Horry then applied to postpone the final order, to give the creditor an opportunity of appearing.

Sturgeon objected, but

Mr. Commissioner GOULBOURN said that he should adjourn the final order, as the insolvent's conduct in the box had not been such as to entitle him to any favour from the Court, unless he would consent to the attendance of the creditor to-morrow, and that the Court might then enter his name on the proceedings *nunc pro tunc*, so that it might appear that he had been appointed assignee on the granting of the final order.

Sturgeon then consented, and the final order was granted on this condition.

SUBDIVISION COURT.

(Before Commissioners FONBLANQUE, GOULBOURN, and HOLROYD.)

Thursday, July 18.

Re DAVIS and VIGERS.

Auctioneer's bills—Public and private sale.

Mr. Vigers, of the firm of Davis and Vigers, auctioneers, had been employed to dispose of a bankrupt's estate by auction. On the day of sale the estate was bought in by the assignees at the sum of 1,100*l*. A few days after, Mr. Vigers effected a *private* sale of the property, with the concurrence of the assignees, for 1,300*l*. For these services he claimed the sum of 30*l*. including the auction and the private sale, but Mr. Richardson, the taxing officer of the Court of Bankruptcy, refused to allow more than 23*l*. although the trade assignee approved of the higher charge as fair and reasonable. Against his taxation Mr. Vigers appealed.

The sums allowed by Mr. Richardson were thus made up, viz. 10*l*. 18*s*. for expenses, 2*l*. 2*s*. for trouble on account of the auction, and 10*l*. per centage on the amount realized by the private sale, the whole making 23*l*.

Mr. Vigers now applied to be allowed his charges as upon a sale by auction. He stated that Mr. Richardson had a scale which usually governed the charges of auctioneers; but in the present instance he had taken the estate as sold by private treaty only, without any further reference to the auction than an allowance which was quite inadequate to the occasion. He (Mr. V.) had had all the trouble of a public sale, while the 2*l*. 2*s*. and 10*l*. 18*s*. had been expended for bills, men, and other necessary expenses. If the estate had been disposed of on account of other parties than bankrupts, he would have obtained the higher charge; indeed, he should have obtained more. Besides, in this particular case, the private negotiations was consequent upon the auction, as the purchasers were among the bidders. The estate had, therefore, actually benefited by it.

The COURT deliberated for a considerable time upon the point, whether the estate should be taken as sold by public or private sale, and whether charges on both might be allowed under the circumstances. At length,

Mr. Commissioner FONBLANQUE.—The estate does not suffer because the property was sold after the auction. It appears to me, that if a sale by private contract be consequent on a sale by auction, it should be taken as if it had been sold by auction. The auctioneer might go further, and charge for subsequent trouble; but doing away with that, he ought to be put in the same situation as if he had sold the property in his pulpit. It is clear, in this very case, the estate must have been benefited, because more has been realized than the assignees thought it was worth. I do not see how the auctioneer ought to suffer for that. The general principle is, where an act is supplemental to another act, it shall be taken to be part of the same act, with all the consequences. We are of opinion that the sum charged in this case is not too much, and ought to be paid; but we do not feel prepared to decide the general principle on which these charges should be made in future, until

we have had an opportunity of consulting with our brother Commissioners of the other subdivision.

COUNTRY COMMISSIONERS' COURTS.

BRISTOL DISTRICT BANKRUPTCY COURT.

(Before Mr. Commissioner Serjt. Stephen.)

Friday, July 19.

Re J. F. Davis. (See 3 Law T. 264.)

Practice on appeal against adjudication—Evidence.

In this case, the Commissioner adjudicated on the 28th ult. and on the 2nd inst. the time for shewing cause against the adjudication under 5 & 6 Vict. c. 122, s. 23, was extended until the 8th inst. On that day,

Smith appeared for the bankrupt, opened his case, and tendered a number of affidavits in support thereof.

Palmer objected to the reception of affidavits. The personal attendance of witnesses was always required to depose to the acts of bankruptcy, and *à fortiori*, the witnesses who disprove should attend.

His Honour.—I shall not receive the affidavit of any witness, unless some special cause be shewn for his non-attendance.

Smith then called witnesses, who were examined and cross-examined, every question and answer being taken down.

Smith then tendered the bankrupt as a witness.

His Honour doubted whether the testimony of the bankrupt himself could be taken (*Sayer* v. *Garnett*, 7 Bing. 103; 4 M. & P. 734); the bankrupt is not an admissible witness to impeach his own commission.

Palmer and *Homes*, for the creditors, would not object or consent to the admissibility of the bankrupt's evidence.

The case was then adjourned to the 9th inst. when *Smith* again tendered the bankrupt as a witness, and addressed the Court at length on his admissibility, citing *Ex parte Bellwood* (2 Dea. & Ch. 37); *Ex parte Whalley* (2 Mont. & Ayr. 722).

His Honour.—I have not rejected the evidence of the bankrupt; but I remark, that even making you a present of all the evidence which you state that the bankrupt can give, I do not think that the act of bankruptcy of *absconding himself* will be answered. There are five acts of bankruptcy deposed to: if any one is good, the fiat must be prosecuted; therefore, let us consider each charge *seriatim*, and dispose of one first, before entering on another.

It was then arranged that the bankrupt's case as to each act of bankruptcy should be considered separately, and that the bankrupt's evidence should for the present be taken *de bene esse*. The examination of witnesses was then continued, and the further hearing was adjourned to the 15th instant. On that day, the examination of witnesses was continued, and the hearing further adjourned to this day.

His Honour now said, I have made up my mind to admit the evidence of the bankrupt. There is nothing in the new Act as to any particular line of evidence to be adopted by the bankrupt in his opposing an adjudication; it is not said that the same practice as in courts of law before a jury should be followed, not even the same practice as in courts of law; it appears to be left entirely to the discretion of the Court.

Smith then concluded the evidence for the appeal and submitted that counsel for the fiat should address the Court, after which he (Smith) would be entitled to the reply.

Palmer stated that he should not call any witnesses.

His Honour.—Then the rule is, that the bankrupt should not have the reply if the other party call no witnesses; but as I did not understand that Mr. Smith had fully opened his case, I think he should be allowed now to address the Court.

Palmer (consenting that Smith should have the reply) then addressed the Court at length on the evidence.

Smith replied, and

His Honour gave judgment, confirming the adjudication. *Adjudication confirmed.*

Smith and *Stone*, for the bankrupt.

Palmer and *Homes*, for the creditors.

Ecclesiastical Courts.

PREROGATIVE COURT.

White v. Repton.

A soldier, stationed with his regiment in barracks at New Brunswick, but not engaged in any expedition or special duty, is not within the intent and meaning of the 11th section of 1 Vict. c. 26, which exempts the operation of that Act from "soldiers in actual military service."

No distinction is to be drawn between service at home and in the British colonies.

This was a suit respecting the validity of the will of the Hon. J. H. Pery, who died at St. John's, New Brunswick, on the 6th August, 1842.

The deceased, at the time of his death, held a commission in her Majesty's army. He was captain of the 30th regiment of foot-guards, and was stationed in barracks at St. John's, New Brunswick. He made a will, which was attested by one witness only, and which, consequently, under the provisions of the New Will Act, would be invalid; but the question was raised, whether the deceased was not a soldier in "actual military service," and therefore within the exemption of the 11th section. The will was propounded in an allegation which was now offered for admission.

Haggard opposed the admissibility of the allegation. The deceased did not come within the exemption of the 11th section. He was not in "*actual military* service." He was merely quartered in barracks; he was out upon no expedition; he was engaged in no particular service; he was not in a hostile country, nor in any danger. This case was not distinguishable from *Drummond* v. *Parish* (3 Cur. 522). There the Court concluded its very learned judgment in these words: "Being of opinion from the result of the investigation of the authorities, that the principle of exemption contained in the 11th section of the Act was adopted from the Roman law, I think it was adopted with the limitations to which I have adverted, and that by the insertion of the words 'actual military service,' the privilege, as respects the British soldier, is confined to those who are *on an expedition.*" *Phipps's* case (2 Cur. 368) was decided upon peculiar grounds. Though probate was there allowed to pass, it was solely because it was prayed for by the party prejudiced. *Shearman* v. *Pyke* (Hil. Term 1724), as it was reported in a MS. note of Dr. Andrews, confirmed the principle laid down in *Drummond* v. *Parish*. The case was this: James Wakeford was enlisted as a soldier in the service of the East-India Company, and went with Governor Pyke to St. Helena; he was employed in his service as cook, and he gave him wages besides his pay. In 1719, the governor left St. Helena to proceed to Bencoolen, but at Batavia they were informed that the factory at Bencoolen was cut off by the natives. They sailed from Batavia to Moco Moro and thence to Madras, and from thence he proceeded to Bencoolen to re-establish the factory. About October 1720, they returned to Moco Moro. In January 1721, James Wakeford, being ill of an ague and fever, and flux, whereof he died in the hospital at Moco Moro, being asked by J. Potter and M. Sams to make his will, replied, "I give all I have to my master, and I will give nothing from him, and I'll make no other will; he may dispose of it as he pleases." On the 22nd of January, two days after his death, the witnesses signed a schedule of the contents of the will, and made oath thereof at Moco Moro: Potter died on the passage. This will is propounded by Governor Pyke, as a nuncupative will, and opposed by Shearman, one of the next of kin. The Court, in pronouncing sentence, said, "It is agreed the will cannot be good, unless within the privilege. A mariner on shore is not within the statute. Those who are enlisted in the service of the Company have the same privilege as those in the service of the Crown; and though he acted as cook, it does not take away the privilege of soldier. *He was not only a soldier, but was upon an expedition.*" And the will was accordingly pronounced for. On the authority of this and of the other cases mentioned, the allegation must be rejected.

R. Phillimore, on the same side. The exemption allowed by the 11th section was clearly borrowed from the Roman law, and the writers upon that law confined the privilege to soldiers upon an expedition. The ordinary service or discipline during peace was never held sufficient. (1 Godolphin, Orphan Legacy, c. 5, p. 16.) "Let it not here escape our observation, that these privileges belong only to such soldiers as are in expedition or actual service of war, and not to such as lie safely and securely in some castle, garrison, or other like place of defence." (Swinburne on Testaments, Part I. sec. xiv. p. 63.) "Concerning the first sort" (viz. milites armati—the other two sorts being milites literarii, and milites cœlestes), "either they be such as lie safely in some castle or place of defence, or besieged by the enemy, only in readiness to be employed in case of invasion or rebellion; and then they do not enjoy these military privileges; or else they be such as are *in expedition or actual service of wars*, and such are privileged, at least during the time of their expedition, whether they be employed by land or by sea, or whether they be horsemen or footmen." (Heineccius, De Milit. Test. lib. ii. tit. ii. s. 56.) "Deinde ex eadem privilegii causa patet quando eo privilegio uti possint homines. Glossa distinguit, sint ne milites *in acie constituti*, an in castris, an in præsidiis? *Primo casu nullis testibus opus esse*, ait, secundo, duobus, tertio omnes solemnitates observandas. Milites enim, sive in expeditione sint, sive in castris, possunt hoc privilegio uti. *In præsidiis autem et hybernis merito jure ordinario testantur, quia tunc extra periculum sunt.*" (Gaill. Prac. Obs. lib. ii. obs. 118, p. 563.) "Itaque, ut ad propositum revertar, ad otiosos milites hoc privilegium non pertinet, *sed ad eos qui sunt in castris, et in præsenti periculo hostium*; utrobique adversus præscriptionem succurritur militibus in expeditione degentibus, non otiosis et domi existentibus. Atque ita in terminis, quod limitaneos et stationarios milites, concludit Zasius, jure communi testari debere, cum sint extra periculum belli et peritiores consulere, pluresque testes adhibere possint." That danger was a necessary element in giving a title to the privilege, was shewn by the analogy drawn between the military service and the plague. When the plague prevailed, the same privilege was conferred. (Gaill. Obs. 118, p. 536.) "Præterea et illud hic memoria obiter tenendum quod ad imitationem militiæ humanæ, testamentum tempore pestis coram duobus vel tribus testibus conditum, valeat: nam tempus belli et pestis æquiparantur, cum tunc censeatur esse bellum inter Deum et homines." The following passages and authorities were also relied upon against the validity of the will propounded in the present allegation. "Quidam stationarius et limitaneus miles testamentum condidit, præsentibus tantum duobus testibus; hæredes ab intestato ob defectum solemnitatis impugnabant illud, quod videlicet legitimus testium numerus non esset adhibitus et ideo testamentum non valeret. Quæsitum fuit de duobus: primo, an milites nostri temporis gaudeant privilegio testandi jure militari. Secundo, an testamentum jure militari (sicut allegabatur) conditum, subsisteret? Quod ad primam quæstionem attinet, conclusum, militaria privilegia adhuc hodie sarta tectaque consistere; licet enim ordo et solemnitas assumendi milites in desuetudinem abierit, tamen quoad privilegia militaria et solemnitates testandi, nihil est immutatum. * * Quod ad secundam quæstionem attinet, decisum, hujusmodi militis testamentum ob defectum solemnitatis juris communis non valere, et per consequens ejus hæreditatem hæredibus ab intestato venientibus adjudicari debere, prout eis adjudicata fuit: *nam licet milites nostri temporis, quod solemnitates testamentorum, ut dictum est, juris prerogativa habeant, tamen illud privilegium certis finibus circumscriptum est et non semper, nequeubique militibus competit sed tunc demum, quando sunt in expeditionis necessitate, discrimine belli: extra vero necessitatem expeditionis, quoad solemnitates testamentorum jure communi uti debent.* Imperitia juris et simplicitas, causa quidem impulsiva est privilegiorum militarium. Arma enim magis quam jura milites scire debent, sed causa finalis est *ipsa expeditionis necessitas; cessante, igitur, causâ finali, hoc est, expeditione, cessat quoque effectus, videlicet privilegium testandi jure militari.*" (Gaill. Prac. Obs. lib. ii. obs. 118, p. 534-5.)

"Quamvis enim et olim milites testarentur *in procinctu*, illa tamen testandi ratio ab usu recesserat * *. Postea militibus, etiam in procinctu haud constitutis, non tam ob eorum imperitiam quam *ob imminens periculum*, liberam testandi facultatem dedit Julius Cæsar, sed ad tempus; deinde Titus, post Domitianus, ac denique Nerva plenissimam indulgentiam in milites contulerunt, quam et Trajanus secutus est. Idque privilegium in eo consistit quod milites legibus omnibus, ad testamenti factionem pertinentibus, solverentur et quoque modo testatorum voluntas rata esset. Inde ergo prono alveo fluunt axiomata: 1. Milites *imminente periculo* his privilegiis gaudent. 2. Iidem omnibus solemnitatibus, tum externis, tum internis soluti sunt." (Heineccius, Elem. Jur. Civ. lib. xxix. tit. 1, De Testamento Militis, p. 30.)

Militi, *quamdiu in militiâ est*, testamentum quoque modo facere permittitur: *extra militiam* vero, *communi jure ac legibus tenetur* * * *. Miles autem usitate quidem et populariter dicitur, qui in numerus relatus militari sacramento tenetur. In hac autem testamentorum causâ propriè is miles dicitur qui in numeros relatus *in expeditione* versatur. In expeditione, autem, est non modo qui in *castris* est, verum etiam qui in *hybernis* aut *stativis*. (Hotomanus, lib. xi. p. 168; Mynsinger, Resp. Jur. 46, s. 8, p. 415; Denisart, Test. Mil. vol. iv. p. 716; Pothier, vol. v. p. 485.)

Sir *J. Dodson*, Q. A. and *Twiss*, contra.—The deceased, in this case, had been sent abroad with his regiment, and might be said to be in arms with his fellow-soldiers on the day of his death. In *Drummond* v. *Parish*, it had been held that liability to be sent abroad was not sufficient to bring the case of *General Drummond* within the meaning of the 11th section; but here the deceased had been actually sent abroad, and was serving his country in foreign parts. He was with his regiment at the time of the execution of the will, and attached his military title to his signature. He was in a distant country which was in a most disturbed state.

Addams.—How do we know that?

Sir *J. Dodson.*—It is a matter of public notoriety.

By the Court.—The point is, the deceased was in barracks, and not in actual warfare. You must make out a distinction between a soldier in barracks at Woolwich (General Drummond's case) and a soldier in barracks at New Brunswick.

Sir *J. Dodson.*—The distinction is, the one is *at home*, the other is *abroad*. The former cannot come within the phrase "in expeditione," which we so often meet with in text-books. The latter surely does. In the *Institutes*, the privilege is thus laid down:—"Supra dicta diligens observatio in ordinandis testamentis, militibus propter nimiam imperitiam eorum, constitutionibus principalibus remissa est. Nam quamvis hi neque legitimum numerum

testium adhibuerint, neque aliam testamentorum solemnitatem observaverint, recte nihilo minus testantur—videlicet *cum in expeditionibus occupati sunt*—quod merito nostra constitutio introduxit." The *Codex* of Justinian (lib. vi. tit. 21, "De Testamento Militis," sec. xv.) also makes express use of the words "in expeditione." It says, "Milites *in expeditione* degentes, si uxores, aut filios, aut amicos, aut commilitones suos, postremo cujuslibet generis homines amplecti voluerint supremæ voluntatis affectu, quomodo possint ac velint, testentur." So, if the deceased was out upon an expedition, he is brought within the privilege. What, then, is an "*expeditio?*" Calvin in his *Lexicon Juridicum*, describes it "proprie perfectio cum expeditis militibus," and he explains who were "expediti milites." "Expediti milites vel in expeditionibus existentes dicuntur quicunque sunt in ipso exercitu aut castris, id est, eo loci quo Reipub. causa est belli apparatus, seu in statione illi sunt, seu in hybernis, seu *aliubi pro finibus imperii tuendis;* imo quocunque in loco sint militiæ causâ ut si Romæ sint ad defensionem urbis collocati ac depositi. Falsum ergo, stationarios ac limenarchas non recte testaturos jure militari, quia non sunt in expeditionibus." Other authorities explain what was meant by the term "milites in expeditione." Julius Clarus (lib. iii. tit. Testa. Quæst. xv.) says, "In expeditione autem milites occupari et degere dicuntur, non solum, cum sunt in procinctu, in acie, in hostico, id est, in ipso armorum strepitu et summo vitæ discrimine; verum etiam cum sunt in castris sive (quod idem est) in fossatis, in stativis, in hybernis, in custodiis, in præsidiis. (Alioqui nihil distaret paganus a militi.) Præterea, hic addendum; milites *limitaneos, qui nimirum in hostium finitimis locis, ad repentinas illorum incursiones, intenti sunt et præsidiarios sive stationarios, qui ad provinciæ alicujus quietem aluntur, privilegiis militum* merito quoque *gaudere*, ita ut jure militari, omissis juris solemnibus, testari possint." (Cujacius, lib. 19, Quæst. Papin. vol. 1, part 2, p. 525.) The distinction between service at home and abroad is universally recognized. (Bocerus, de Bello, p. 211; Enenkelius, de Priv. Milit. p. 127; Puffendorf, Ob. Jur. Univ. vol. 3, p. 499.) And there are several statutes, following the practice of the War-office, which distinguish between soldiers in active service abroad and in exercise, or in barracks or in ordinary home service. 13 & 14 Car. 2, c. 3, s. 7, talks of "rebellions whereby occasion shall be to *draw out* such soldiers *into actual service.*" Also, 1 Geo. 4, c. 19, sec. 115, and 6 & 7 Will. 4, c. 93, s. 5.

By the COURT.—Does the present Wills Act extend to New Brunswick?

Sir *J. Dodson.*—That point has never yet been decided.

Haggard and *R. Phillimore* were not heard in reply.

Sir H. J. FUST.—The single question which I have to decide in this case is, whether there is any clear and intelligible distinction between the case of the deceased in the present suit and the case of General Drummond. The only difference I can see, and I believe the only difference insisted upon by the counsel who have supported the validity of this paper, is, that the one was in a colony, and that the other was at home at the time of its execution. I cannot think that this difference creates any legal distinction, or that Captain Pery was on that account any more within the exemption of the 11th section than was General Drummond. I must reject this allegation.

Allegation rejected.

Wednesday, July 10.

DURNELL *v.* CORFIELD.

Where a will is executed by an old man of weakened capacity in favour of his medical attendant, there must be the clearest proof, not only of the factum of the instrument, but of the testator's knowledge of its contents.

Where a will is pronounced invalid, merely on the ground of deficit probatio, the party propounding it is not condemned in the costs.

This was a suit respecting the validity of a codicil to the will of Mr. Joseph Lawrence, who died on the 1st December, 1843.

The deceased left behind him three testamentary papers, viz. a will executed in November 1840, another will executed in September 1841, and a codicil dated November 21, 1843, nine days only prior to his death. The will of 1841 revoked that of 1840, and the codicil of 1843 purported to revive the will of 1840. The effect of the codicil was to give the bulk of his property, about 1,000*l.* to Mr. John Hiram Durnell, the medical attendant of the deceased (on condition that he should take care of his only sister during her life), and to appoint him executor and trustee, though the wording of the document implied an intention that it should operate during the life of the deceased. The deceased, at the time of his death, had reached the age of eighty years. His sister, who had two illegitimate children, resided with him. The property amounted to about 1,200*l.* personalty.

The validity of the codicil was opposed, on the ground that the testator, at his advanced age, was not of full disposing capacity; that the evidence was not sufficient to establish the execution of the codicil, and that there was no proof of a knowledge of contents by the testator himself at the time of its execution.

Bayford opposed the validity of the paper.

Addams, contrà.

Dr. LUSHINGTON (sitting for Sir H. JENNER FUST) pronounced judgment. Having stated the facts, he proceeded to say that the testator in the cause was evidently a man of weakened and impaired capacity, and the rule universally acted upon in those courts under such circumstances was to require the clearest proof, not only of the *factum* of the instrument, but that there was a complete knowledge of contents by the testator; and this rule applied with greater force where an infirm old man had executed a paper in favour of his medical attendant. Medical men necessarily exercised considerable influence over the minds of their patients, and where a man of eighty years of age was represented to have altered the disposition of his property only nine days before his death, peculiar caution was necessary. What was the evidence of the execution? [The COURT read a considerable portion of the evidence on the point.] This evidence did not satisfy the requirements of law that there had been a clear and full knowledge by the testator of the contents of the paper he was executing. Saying this, however, the Court did not in any way mean to impeach the character of Mr. Durnell. That gentleman had been long acquainted with the deceased, and was stated to be any thing but a needy man. His conduct throughout the transaction was liable to no imputation whatever, but the Court was not judicially satisfied that the deceased knew the contents of the paper, and there being no evidence commensurate with the exigency of the case, the only alternative left was to pronounce against the validity of the codicil. This decision had, however, been arrived at merely on the ground of *deficit probatio*, and as the Court imputed no sort of fraud to the party propounding it, it would not condemn him in costs.

Irish Reports.

QUEEN'S BENCH.

TRINITY TERM, 1844.

Saturday, May 25.

REG. *v.* O'CONNELL and OTHERS.

Amendment of postea—Time.

Conspiracy. The defendants' counsel had, at the time of trial, consented to the separation of the jury. Held, that they were precluded thereby from objecting to the mode in which their separation was entered on the postea. Held, also, that an application to amend the postea must be made within the first four days of the next Term after the trial.

Whiteside, Q. C. with whom was *Close*, moved that the *postea* in this case be amended by inserting thereon the facts of the jury being allowed, every day at the adjournment of the Court, to separate and return to their homes, exactly as the facts occurred, and also, that the trial extended after the expiration of the Term, was continued in the vacation, and further, by inserting thereon the finding of the jury precisely in the terms it appeared by the issue-paper to have been found by them. He admitted that the separation of the jury was entered upon the *postea*; but contended it was not as fully stated thereon as it ought, or as the facts of the case warranted, and the finding, he contended, was so entered that the jury appeared to have found the defendants guilty of the intent, which in reality he insisted they had omitted in their finding. It was admitted, that the object of the application was to facilitate the defendants in obtaining the decision of a court of ultimate resort.

Smith, A. G. opposed the motion.—The jury had been allowed to separate with the express consent of the traversers' counsel, and no advantage could now be taken of that circumstance, and as to the other objections, this *postea* was one of the documents upon which the motion for a new trial was made by the defendants last Easter Term. Its form was not then objected to, and it was now too late to make this application; the alteration ought to be introduced would actually cause error upon the record. (*Rex* v. *Woolf, Kinnear, and Others*, 1 Chit. Rep. 401; *R.* v. *Pinney*, Gurney's Rep.; *R.* v. *Carlisle*, 2 Barn. & Ad. 971.)

Whiteside, Q. C.—In *Rex* v. *Kinnear*, the Court declared, that in a criminal case counsel for the defence ought not to be asked to consent to any thing.

PERRIN, J.—I am aware of that, and in the case of *The King* v. *Lock*, the same thing is mentioned; but in this case there was a voluntary compact entered into by both parties.

The COURT were all of opinion that the motion must be refused, on the grounds that the traversers' counsel having consented to the separation of the jury, they could not afterwards take any advantage of that fact; and as to the other objections, they were all untenable now, as a motion to amend the *postea* should have been made within the first four days of last Term.

Motion refused.

May 27, 28, and 29.

Conspiracy—Indictment—Caption—Where Quaker is on the grand jury—Duplicity—Charge of conspiring to bring about changes in the laws and constitution by intimidation, &c.—Generality—Uncertainty—Judgment.

Where a Quaker is upon the grand jury in the Queen's Bench, it is enough to state in the caption that the indictment has been found "upon the oath and affirmation of twelve good and lawful men, &c." without stating the names of the grand jurors, or who were sworn, or who affirmed, or shewing that any of them was by his religious opinions entitled to be affirmed.

It is no objection in arrest of judgment that an indictment for conspiracy charges in the same count several offences ejusdem generis, growing out of the same transaction.

Semble, that an objection on the ground of duplicity ought to be made before verdict. Though an indictment be in other respects vague, general, and uncertain, yet if any material portion of any count upon which the jury have convicted be good, judgment will not be arrested.

The Court having on a previous day refused to grant a new trial in this case (see 3 Law T. 264).

Macdonough, Q. C. and Sir *Coleman O'Loghlen* now moved in arrest of judgment on the following grounds:—1st, that the caption stated that the indictment was found "upon the oath and affirmation of twelve good and lawful men, &c. then and there sworn and affirmed," without stating who were sworn and who affirmed, or that the religious opinions of any of the grand jurors were such as required any of them to be affirmed. It was objected, 2ndly, that the first count was bad for duplicity (see the indictment 2 Law T. 378), that it charged five different conspiracies. The finding of the jury (see 2 Law T. 503) shewed that there were at least three conspiracies charged in it, of which, one included all the parties, one included all but the Rev. Mr. Tierney, and one included Mr. O'Connell, Mr. Duffy, and Mr. Barrett alone, and that the four following counts were open to a similar objection. 3rdly, it was contended, that the indictment was bad for uncertainty, that it was too vague and general, and that no criminal offence was disclosed on the face of it. It was argued that, to raise and create discontent and disaffection amongst the Queen's subjects, to excite them to hatred and contempt of the Government and constitution as by law established, and to unlawful and seditious opposition to said Government, did not (as it was charged in the indictment) amount to an indictable offence, and, therefore, a conspiracy to commit it was not indictable, and that, even if it did disclose an offence, it did so in so vague and uncertain and general a manner, that no judgment could be pronounced upon it, it not stating against whom, or to whom, or what, the discontent or disaffection was to be excited. And that, to excite to hatred and contempt of the Government and constitution *as by law established*, did not necessarily amount to a crime, as the constitution of the realm was a government by King, Lords, and Commons; whereas, the constitution of the realm as by law established, meant *the present formation* of that government, and that, even if those words imported the constitution *de jure*, and not merely the constitution *de facto*, still that the offence should have been charged to have been committed with an intent to seduce the Queen's subjects from their allegiance, or with an intent to excite an insurrection or other breach of the peace, or to do so in such manner, or on such occasion, as would necessarily produce that effect; and that the insertion of the words "unlawful and seditious" by the pleader did not render that illegal which would otherwise be legal; and that as the question of whether an act was lawful or not was one for the Court, and not for the jury, the facts which rendered the opposition unlawful should have been spread on the record. It was also objected that the charge of conspiring to excite discontent and disaffection amongst divers of her Majesty's servants in the army was too general; that it did not state that the discontent and disaffection were to be excited against the Queen, or who the "divers persons" to be so excited were, or that their names were to the jurors unknown. It was further objected, that the charge of conspiring "to cause and procure, and to aid in causing and procuring, divers of the Queen's subjects, unlawfully, seditiously, and maliciously to meet and to assemble, &c. for the unlawful and seditious purpose of obtaining, by means of the intimidation to be thereby caused, and by the exhibition and demonstration of great physical force at such meetings, changes in the laws and constitution of this realm as by law established," disclosed no indictable offence, the jury having acquitted the traversers as far as concerned the words unlawfully and maliciously and seditiously (see 2 Law T. 503); and further, that the offence was not charged with sufficient certainty and precision. It was also contended that conspiring "to bring into hatred and disrepute the courts by law established, &c. and to diminish the confidence of her Majesty's subjects in Ireland in the administration of the law therein, with

intent to induce her Majesty's subjects to withdraw the adjudication of their differences with and claims upon each other from the cognizance of the said courts by law established, and to submit the same to other tribunals, to be constituted and contrived for that purpose," was not indictable; that the intent laid was not necessarily illegal; and that the objections of vagueness and generality were applicable to this portion of the indictment also. The ninth count, which charged a conspiracy to usurp the prerogative of the Crown, in the establishment of courts of justice, was, it was contended, untenable; but if the prerogative of the Crown was usurped, as charged, the remedy was by a *quo warranto* information. The eleventh count, it was contended, disclosed no indictable offence, and also was repugnant on the face of it, as it charged a conspiracy to effect changes in the law by intimidation, but did not charge any design to intimidate the Queen; whereas, if a change in the laws was to be effected by intimidation, it could only be by intimidating the Queen, Lords, and Commons; and it was also contended that what was to be the tenor or purport of the speeches to be spoken and writings to be published, by the means of which it was charged that the traversers intended to intimidate the Legislature, should have been set out, in order that the Court might see whether they were unlawful and seditious or not.(a)

On behalf of the defendants the following authority was relied on upon the first ground of objection: *Rex* v. *Dan* (1 M. C. C. 427). And upon the question of duplicity, 2 Gabb. Cr. L. 204; *Cranburne's* case (13 St. Tr. 234); *R.* v. *Roberts* (Carth. 226); *R.* v. *Pollman* (2 Camp. 239); *R.* v. *O'Connor* (not reported); 1 Chitty C. L. 168; *Hancock* v. *Proud* (1 Saund. 337); *R.* v. *Fuller* (1 Leach, 79); *R.* v. *Vokes* (R. & R. 531); *R.* v. *Benfield and Saunders* (2 Bur. 980-3); 2 Gab. Cr. L. 234; Archb. C. L. 53, 9th edit.; 1 Stark. C. L.; *R.* v. *Henchy* (Batty, 509, 518, 519); *Vandercomb's* case (2 Leach, 716); *R.* v. *Hempstead* (R. & R. 344); *R.* v. *Turner* (1 Sid. 171); 2 E. P. C. 319; 1 Chit. C. L. 250 and 640; 2 Gab. 234; 2 Russ. on Cr. 792.

In support of the other grounds of objection the following cases and authorities were cited, or distinguished from the present case: *R.* v. *Turner* (13 E. 228); *R.* v. *Richardson* (1 M. & Rob. 403); *R.* v. *Mawbey* (8 E. 364); *R.* v. *Lawley* (2 Str. 904 *R.* v. *Joliffe* (4 T. R. 285); *R.* v. *De Beranger* (3 M. & S. 67); *R.* v. *Pollman* (2 Camp. 239); *Clifford* v. *Brandon* (2 Camp. 369, 370); *Virtue* v. *Clive* (4 Bur. 2472); *Parker* v. *Clive* (4 Burr. 2421); *R.* v. *Edwards* (8 Mod. 321); *R.* v. *Tarrant* (4 Bur. 2106); *R.* v. *Barne* (1 Str. 644); *Treeve's* case (E. P. C. 821); *R.* v. *Dixon* (3 M. & S. 11); *R.* v. *Lynn* (2 T. R. 733); *Lord Gray's* case (9 St. Tr. 127); *R.* v. *Pywell* (1 Stark. 402); *Tymberley* v. *Child* (1 Sid. 68); *R.* v. *Tymberley* (1 Keb. 202 and 204); *R.* v. *Woodward* (11 Mod. 137); *R.* v. *Southerton* (6 E. 133); *R.* v. *Armstrong and Others* (Vent. 305); *R.* v. *Rispall* (1 Wm. Black. 368); *R.* v. *Hollingbury* (4 B. & C. 329); *R.* v. *Cope* (1 Str. 144); *R.* v. *Eccles* (1 Leach, 274); *The Poulterers'* case (9 Co. 99, 56, b); *R.* v. *Journeymen Tailors of Cambridge* (8 Mod. 12); *R.* v. *Seward* (1 Adol. & El. 711); *R.* v. *Gill* (2 B. & Ald. 204); *R.* v. *Byers* (1 Ad. & El. 327); *R.* v. *Wheatley* (2 Bur. 1127); *R.* v. *Knight* (1 Ld. Raym. 529); *R.* v. *Cheer* (4 B. & C. 902); *R.* v. *Vincent* (9 C. & P. 91); *R.* v. *Lambart*, per Lord Ellenborough (2 Camp. 400); *R.* v. *Reeves* (2 Peakes, N. P. C. 85); *R.* v. *Woodfall* (5 Burr. 2667); *R.* v. *Phillips* (6 E. 474); *R.* v. *Peck* (9 Ad. & El. 692); *R.* v. *How* (1 Str. 699); *R.* v. *Griffith* (Vern. & Scriven, 613); *R.* v. *Vincent and Edwards* (9 C. & P. 275); *R.* v. [illegible] (3 B. & Ald. 574); *R.* v. *Rowed*, per Patteson, J. (3 Q. B. Rep. 184); *Periam's* case (Rolles Ab. 79); *R.* v. *Cooper* (2 Str. 1246); *R.* v. *Taylor* (Str. 849); *R.* v. *Gibbs* (1 Str. 97); *R.* v. *Neal* (9 C. & P. 431); *R.* v. *Loby* (2 Salk. 594); *R.* v. *Hunt*, per Bailey, J. (MSS. report from the Home-office); *R.* v. *Yorke* (25 St. Tr.); *The Lollards'* case (Co. Rep.); *R.* v. *Dunkley* (1 M. & C. 90); *R.* v. *Osmer* (5 E. 304); *R.* v. *Peat* (E. P. C. 229); *Anon.* (Cro. Car. 380); *R.* v. *Ogden* (1 B. & C. 230); *Ibbotson's* case (Ca. Temp. Hard. 248); *Anon.* (6 Mod. 184); *Seven Bishops'* case (12 St. Tr.); *R.* v. *Leonard* (1 Adol. & El. 711); *R.* v. *Seward* (3 Nev. & M. 561); *Rushworth's* case (R. & R. 317); *Rex* v. *Popplewell* (Str. 686); *R.* v. *Sparling* (1 Str. 497); *Sayer's* case (16 St. T. 130, and 8 Mod. 93); *R.* v. *Vaughan* (2 Burr. 2094); 1 Hawk. P. C. c. 21, ss. 12 and 15; ib. c. 29 and c. 79, s. 5; c. 64, s. 39; 2 Hawk. P. C. p. 225-6; Blackst. Com. 1st vol. pp. 264 and 271; 3rd vol. 262; 4th vol. 141; Chit. Cr. L. 1st vol. pp. 168, 250, 277, 640; 2nd vol. pp. 21, 36, 200; 3rd vol. 1139, 40; 1 Hales, P.C. 80-3 (and the cases there cited from Rot. Parl. as to encroachment of royal power); 2 Hales, P. C. 168; 2 Plowd. 84; Cro. C. Cowp. pp. 127 and 134; Gabb. Cr. L. 1st vol. pp. 204, 855; 2nd vol. 234; Haye's Cr. L. 623, note d; 2 Deac. Cr. L. 1293; Archb. Cr. L. 42, 53; 1 Stark. Cr. L. 196-7; Stark. on Slander, 220-1; 6 Wentworth's Pl. 444; Bac. Ab. tit. Monopoly, ib. tit. Information, B; Rolles, Ab. tit. Information, K.; Tancred on Quo Warranto, p. 20.

Smith, A. G. and *Greene*, S. G. for the Crown, upon the question as to the validity of the caption, contended that *Rex* v. *Dan* was not in point, as there the bill was stated to have been found "upon the oath *or* affirmation, &c." which was clearly bad, and the form adopted in the present instance was precisely the one directed by Baron Alderson to be used in such cases. (*Anon.* 9 C. & P. 78.) The following cases were also cited for the Crown upon this point: *Faulkner's* case (1 Saund. 248 A. note (1); *Rex* v. *Marsh* (6 Adol. & El. 236); *Aylett* v. *The King* (3 Bro. P. C. 529); *R.* v. *Davies* (1 C. & P. 470); and an American case was also cited, in which, in an indictment for combination found at Philadelphia in 1806, the form observed was "the jurors aforesaid being sworn and affirmed." Upon the question of duplicity the following cases were relied on for the Crown: *Rex* v. *Heneby* (Batty, 519-20); *R.* v. *Purchase* (Car. & Marsh. 620, per Patteson, J.); *Rex* v. *Fuller* (2 Leech, 799, per Tenterden, C. J.); *Young's* case (3 T. R. 104, and 1 Leach, 511, per Buller, J.); *Rex* v. *Yorke* (25 St. Tr.); *Rex* v. *Hempstead* (Russ. & R. 344); *R.* v. *Pollman* (2 Camp. 239); *R.* v. *Vincent* (9 C. & P. 91); *R.* v. *Butterworth* (Russ. & R. 520); *Reg.* v. *Best* (2 Ld. Raym. 1167); *R.* v. *Mawbey* (6 T. R. 628); *R.* v. *Eccles* (1 Leech, 276); *Reg.* v. *Feargus O'Connor*; *R.* v. *J.* & *L. Hunt* (31 St. Tr. 375); *R.* v. *Neild and Others* (6 E. 419-20); Chit. Cr. L. p. 1139 *et seq.*; Archb. Cr. L. pp. 56-7, 7th edit. and cases there cited; *R.* v. *Jones* (2 Camph. 131); and upon third class of objections the following cases were cited in support of the verdict: *R.* v. *Cope and Others* (1 Str. 144); *R.* v. *Walker* (6 T. R. 419); *R.* v. *Tailors of Cambridge* (8 Mod. 12); *R.* v. *Turner* (13 E. 228); *R.* v. *Mawbey* (8 E. 364); *R.* v. *De Beranger* (3 M. & S. 67); *Parker* v. *Clive* (4 Bur. 2472); *R.* v. *Ellis* (6 B. & C. 145); *R.* v. *Gill* (2 B. & Ald. 204); *R.* v. *Peck* (9 Adol. & El. 692); *R.* v. *Parker* (3 Q. B. Rep. 238); *R.* v. *Hunt* (3 B. & Ald. 366); *Redford* v. *Birley* (3 Stock. N. P. C. 77); *R.* v. *Hollingbury* (4 B. & C. 329); 2 Roll. 8; Russ. on Cr. 665; Viner's Ab. tit. Conspiracy; *Reg.* v. *Hunter and Radcliffe*;(b) *Rex* v. *Benfield and Saunders* (2 Bur. 986).

Pennefather, C. J.—We are all of opinion that there are no grounds for arresting the judgment of the Court. Two grounds for this application have been put forward which are essentially different, and altogether independent of one another, the one resting on the objections to the caption of the indictment, the other upon objections to the indictment itself. With regard to the first objection, I hardly think it was very seriously put, or being strongly pressed, by the learned counsel who made this application; however, in that respect, I may have been mistaken as to their intentions; however, I have no doubt but that, upon the grounds which have been relied on, as they stand, there is not the slightest foundation for these objections. The first objection to the caption is, that it does not state upon the face of it the names of the persons who acted as grand jurors in finding the bill of indictment, nor who was sworn and who affirmed; and the second is, that it does not appear what were the religious opinions of those persons, whether they were such as required them to be sworn, or to be affirmed. The answer to these objections appears to be—Universal practice, both in England and Ireland. Therefore, until I find a case in which that practice has been set at naught and put aside, where I am not convinced that there is any thing like a rational ground for the application upon the merits, I will not be one of those who would be disposed, upon a technical ground, to violate all precedent. The fact of the practice is ascertained from various cases; the Attorney and Solicitor General have both of them referred to cases and reports of practice, some of them of the highest nature, the most authentic and imperative nature, having the sanction of the House of Lords, and various of them being the deliberate rules laid down by eminent judges of the present day, and one and all concur in its being sufficient that the caption of an indictment should state upon the face of it just what the caption does in the present case, namely, that they are sworn and affirmed; that is the language of the captions—that is the language which practice has invariably required, and it would only lead to confusion, and an inquiry which could answer no good object, to have a further investigation on the subject; the jurors having been admitted on the grand jury, whether they were sworn or were affirmed in presence of and by the act of the Court; therefore there are no solid grounds for that objection. Now, with regard to the objections arising on the face of the indictment itself, I was certainly a good deal struck by the opinions and sentiments referred to by the Solicitor-General, of some of the ablest judges and best men that ever adorned the Bench of England. I put at the head of them the opinion of Lord Chief Baron Hale, who, if he had his equal he never had his superior, and that opinion is adopted by other very eminent judges too, whose judgment was strengthened by experience and long judicial practice; they are the opinions of Lord Kenyon, Lord Ellenborough, and Lord Mansfield. Now, what is the concurrent opinion of all those great men? Not that technical objections which go not to the advancing of justice, but may go a great way to impede it, are to be encouraged, but that they should be discouraged. The greatest crimes, says Lord Hale, had gone unpunished, in consequence of the length to which courts had gone in entertaining technical objections. He says (2 Hale's P. C. p. 193), "The truth is, that it is grown to be a blemish and inconvenience in the law, and the administration thereof; more offenders escape by the over-easy ear given to exceptions in indictments, than by their own innocence; and many times gross murders, burglaries, robberies, and other heinous and crying offences, escape by these unseemly niceties." This was the language of, perhaps, the best judge that ever lived, the opinion of a man of sense and feeling; an opinion which has been further confirmed —I will not say confirmed, for it needs no confirmation—but concurred in by Lord Kenyon, in 1 East, 314 (*Rex* v. *Suddis*), Lord Ellenborough, in 5 East, 260 (*R.* v. *Stevens and Agnew*), and Lord Mansfield, in 1 Leach, 383. The opinion of several other learned judges is the same; and I am not ashamed of enrolling myself amongst those persons who have so treated and condemned yielding to these niceties in criminal law. Let me not be misundersto[od]. There is no person who, if there existed any objection bearing upon the justice of the case, nay, more, if there were any thing omitted which, with a due reverence to established forms, ought to be observed, would be more ready than I am, and shall be, to see that not only the shadow of justice must be respected, but also that regular forms are adhered to which are wise and necessary to be preserved in the administration of justice. The present indictment is for a conspiracy; it charges, in the first count, that the traversers, who may be considered as now reduced to seven, unlawfully and maliciously did combine, conspire, and confederate and agree, &c. to raise and create discontent and disaffection among the liege subjects of our lady the Queen, and to excite such subjects to hatred and contempt of the government and constitution of this realm, as by law established, &c. &c. I cannot understand how (as Sir Coleman O'Loghlen says it does) the words "as by law established" can make any difference in the way the charge in the indictment is to be construed; I cannot see what difference it could make, or that the constitution "as by law established" is to be considered the less secure on that account. I have heard a great many arguments upon this subject, but I confess I do not concur in them. [His lordship here read a considerable portion of the indictments.] It is said that the charge of unlawfully and seditiously intending to do certain acts "by means of intimidation" (see 2 Law T. 378), has no legal meaning; but I do not think it requires any very great astuteness to give it a meaning, by the substitution of the word fear. These passages are all in the preliminary part of the indictment, and I think the indictment might be good if they were all left out. They might all be rejected as surplusage, and yet the indictment would remain good; but certainly it cannot be contended that the indictment is weakened by these introductory passages, intended to shew the meaning of the other parts of what follows. The agreement to do an unlawful act is the offence charged, and, notwithstanding all I have heard, I cannot find any very solid distinction between a confederacy and a conspiracy to effect the object charged. [After reading the charges contained in the counts down to the fourth]:—I have always been of opinion that whatever is by law established, properly speaking, cannot be overthrown or broken down without a violation of the law, and I would further say, that whatever is so done, and thereby constitutes a violation of the law, is a criminal offence. Now, on the one hand, it is said that this indictment, which is divided into no fewer than eleven counts, contains upon no part of the face of it an indictable offence. On the other hand, it is also said that the indictment is liable to a technical objection for duplicity; that the first five counts contain double matter; that more than one offence is contained in one and the same count; but, in the first place, this objection cannot in my opinion prevail, according to the traversers' own position, for the objection is made only to the first five counts, and was not urged to the six last. The period also at which this application has been made is another reason which influences the Court in its de-

(a) The eleventh count, it should be observed, charged a conspiracy and combination, "by means of unlawful and seditious and inflammatory speeches and addresses, *to be made and delivered*," and by means of publishing and causing to be published divers unlawful, &c. writings and compositions to intimidate the Lords Spiritual and Temporal, and the Commons of the Parliament of the United Kingdom, &c. and thereby to bring about changes and alterations in the laws and constitution of the realm as by law established."

(b) This case is not reported; it was cited to shew that an indictment for a conspiracy to effect a purpose not indictable *per se* may be maintained. It was an indictment for conspiracy to seduce the daughter of the prisoner Hunter; the case was tried at the Commission Court, Green-street, during the past year; the prisoners were found guilty, and sentenced to imprisonment.

cision. An objection on the ground of duplicity should, if tenable at all, have been made at a previous stage of the proceedings; it is brought forward now, after the jury have returned their verdict, when there remains nothing unexplained which required explanation, and besides, there is no reason for saying that the traversers have been confused by any want of clearness in the indictment. All the authorities on the subject concur in stating that an objection on the ground of duplicity should be made at such a stage of the proceedings; as to obviate inconvenience, and confusion. There was a mode of proceeding to which the traversers might have resorted if they had any ground for doing so; they might have applied to the Court to quash the indictment for want of simplicity and unity. But if they did not think proper to do so, what inference can be drawn from the fact but that they had nothing to complain of; and having lain by during the entire of the proceedings, it is now too late to make an application like the present. Another reason influencing the mind of the Court is, that, they cannot subscribe to the proposition that, in offences of the nature charged in this indictment, it is matter properly called double, if two offences are charged in the same count, for they are offences *ejusdem generis*, springing and growing out of the same transaction, all of the same degree and amount in point of guilt, for they are all misdemeanors, and no more. Therefore, adhering to the view taken by my venerated predecessor in this court, in the case of *Rex* v. *Forbes* (p. 345), (a) I think there is no reason for introducing the doctrine of duplicity, for there is no danger arising from duplicity in such cases. I therefore now come to the consideration, Is there on the face of the indictment sufficient matter to be considered an offence in point of law, and of which the law can take hold? I confess I, in common, I believe, with others, felt some surprise when I heard it said that there was no offence in point of law set forth in any one count in the indictment. I need not say that a judgment would not be arrested even if one or more of the counts were insufficient, provided any one remained untouched, and not properly subject to objection. It would be sufficient to support the judgment if one count remained untouched, unassailable - nay more, if any material matter or part of a count was so, it would be sufficient to sustain the judgment. I need not refer to any authority in support of that proposition, but the Solicitor-General has cited a case from 2 Burr. 986, in which that doctrine is laid down. The question raised as to the first count, upon the objection that they do not disclose any criminal charges amounting to criminal matter, refers also to all the others; but in the judgment of the Court there is sufficient matter in the indictment which cannot be disputed, and on which the jury have found a verdict establishing the guilt of the traversers. The first count charges them with having conspired unlawfully and seditiously to create discontent and disaffection between different classes of her Majesty's subjects, and to excite them to hatred and contempt of the government and constitution as by law established. This is not stated to be the act of one individual, but the act of two or more of the seven conspirators, who had one and all united for one common design, namely, to excite the subjects of the Queen to hatred and contempt of the government and of the constitution. That, I think, is an offence subject to indictment; yet, am I to be told– is the Court to be told – that those who enter into such plots and conspiracies are guilty of no offence, but that, on the contrary, it is perfectly legal and perfectly constitutional for those persons to do so, not only in their proper individual persons, but also to band and associate, and conspire together for the purpose of exciting many thousands of the Queen's subjects against the government of her Majesty and against the constitution as by law established? I confess I feel great difficulty in arguing such a proposition, or even in alluding at all to a subject so plainly repugnant to common sense. The jury have come to a verdict sustained by law, and the Court is not in this case, in my opinion, called upon to arrest the judgment which the law enjoins. Another count charges the traversers with conspiring to create discontent and disaffection amongst divers of her Majesty's subjects, more especially amongst those serving in the army Now, in proportion as a certain body of the Queen's subjects are honoured with a trust, so is the greater care to be taken that it is not to be tampered with; more especially as that body, being the one in particular charged with the important duty of preserving the obedience of the subject when seriously endangered, it is criminal in the extreme to seduce its members, and render it utterly useless in that capacity. The next count goes on to charge the parties with conspiring together to bring into disrepute the tribunals for the administration of the law. It has been said, that the prerogative of the Queen in the establishment of courts of law, and in appointing judges to preside in them, is to be infringed and set aside at the will of any conspirator who may wish to effect such a purpose. Indeed, it has been said by some in the course of this argument, in effect, though not perhaps in terms, that this ancient prerogative is an idle tale of other days, which there exists no reason for supporting now. For my part, I never can concede that ties so precious should be broken. It is a portion of the Queen's prerogative as much as any other I know of; the violation of it may not amount to high treason, but I never before heard that persons conspiring to deprive the Queen of that, her absolute right, were not guilty of sedition. The next thing to which I shall advert, one which above all goes far to expose the iniquity of the conspiracy which has been proved,—in boldness, in audacity, it exceeded every other part of the conspiracy,—is, the count which charged the traversers with collecting vast numbers of persons together for the purpose of obtaining, by the intimidation thereof, and by the demonstration of physical force, changes and alterations in the government and constitution as by law established. For fifteen or twenty days during the progress of the trial we heard a great deal of the right of public opinion, and the full and free discussion of political subjects, and that it should not be interfered with. We all admit that the public, without fear, without any exhibition of force, have a right to express their opinion on political subjects; but if the Legislature is to be overawed by the proceedings of conspirators, by immense masses collected together at their desire for the purpose of procuring changes and alterations in the law, how is that free discussion? How can the British constitution stand? Is the Legislature of the country to be placed in the position of legislators who are sworn, according to their consciences, to pass laws for the benefit of the country at large, and yet are to be influenced by the bidding of certain disaffected conspirators? Are we to be told that they are to act under the command, the fear, of thousands of persons who are to be assembled for some purpose of which they are to take notice? The Court is yet to learn that the conspiring to effect such an object as that is no legal offence, but perfectly constitutional! So far from being of opinion that no offence is spread on the face of this indictment, I think that by it several offences, of a grave, serious, and dangerous character, are charged against the traversers, and in my opinion there is quite enough remaining to sustain the indictment. Even if on one or two of the counts there might be a difficulty (arising more, perhaps, from the ingenuity of the learned counsel than the merits of the case), that would not prevent the operation of either of the other counts; but, supposing there is a difficulty respecting any one or all of the counts objected to, still we might pass those counts by, and take *ad libitum* any of the six remaining unimpeached counts, on every one of which, also, the jury have convicted, and I do not see any reason why the judgment on them should be arrested. [His lordship then referring to the objections raised to the eleventh count, said], It has been objected, that there is a want of certainty, of particularity, in the indictment, because it does not set forth in words and figures the number of the persons who attended the meetings, and the speeches that were made, but I cannot conceive that that was necessary: I think, to call on the Crown to do this is contrary to common sense. For all these reasons, I am of opinion, that no sufficient grounds have been laid before us to warrant the Court in saying that in this case judgment should be arrested.

BURTON, CRAMPTON, and PERRIN, JJ. expressed their concurrence in the rule pronounced by the Lord Chief Justice. *Motion refused.*

(a) Reported in a separate form by R. W. Greene. Dublin, 1823.

THE LEGISLATOR.

Summary.

AGAIN the record is of Bills mutilated or destroyed. The fate of the Debtors and Creditors Bill is commented upon in another place. The Charity Trusts Bill has been read a second time, but is to stand over until next session, as is fitting with a measure of so much importance. The Railways Bill has been compromised by the abandonment of three-fourths of the provisions that made it valuable to the public, together with a few that were undoubtedly obnoxious. The session is fast hastening to an end, and certainly it is the most unsatisfactory of the many fruitless ones which have disappointed the country for some few years past, and which palsy all parties alike.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

Friday, July 19.

ROYAL ASSENT.

Mr. Speaker reported the Royal Assent to the following Bills:—Bank of England Charter; Three-and-a-Half per Cents. Exemption; Dissenters' Chapels; Customs Duties, Isle of Man; Education; County Rates, &c.; Militia Ballots Suspension; Stock in Trade; Vagrants' Removal; Turnpike Acts Continuance; Parishes, Scotland; Prisons, Scotland; Charitable Loan Societies, Ireland; Turnpike Acts Continuance, Ireland; Edinburgh, Leith, and Granton Railway; Ashton, Stalybridge, and Liverpool Junction Railway; Sheffield, Ashton-under-Lyne, and Manchester Railway; Taff Vale Railway; Eastern Union Railway; London and South Western Railway, No. 1; Garnkirk, Glasgow, and Coatbridge Railway; Delabole and Rock Railway, No. 2; Liverpool Docks; Newport Dock; Birkenhead Docks; Southampton Improvement; Coventry Improvement and Cemetery; York United Gas, No. 2; Hythe Landing-place; Holmfirth and Dunford Roads; Market Harborough and Coventry Road; Earl of Guilford's Estate; Necton Tithes; Irvine's Estate; Stone's Estate.

BILLS READ A FIRST TIME.

Saturday, July 20.

Ecclesiastical Jurisdiction
Books and Engravings.

Monday, July 22.

Fisheries, Ireland
Three-and-a-Half per Cents. Dissentients.

Tuesday, July 23.

Charitable Donations and Bequests, Ireland
Art Unions
Spirits, Ireland
Militia Pay.

Wednesday, July 24.

Woods and Forests Accounts
Grand Canal, Ireland.

Thursday, July 25.

Customs, New South Wales
Clerks and Attorneys
Consolidated Fund, 6,069,856*l*. 10s. 3d.

BILLS READ A SECOND TIME.

Saturday, July 20.

Privy Council
Clerk of the Crown in Chancery.

Monday, July 22.

Ecclesiastical Jurisdiction.

Tuesday, July 23.

Three-and-a-Half per Cents. Dissentients
Transfer of Licenses (Post Horses), Ireland.

Thursday, July 25.

Marriages, Ireland
Books and Engravings
Militia Pay.

BILLS READ A THIRD TIME AND PASSED.

Friday, July 19.

Parish Constables.

Monday, July 22.

Joint Stock Companies' Remedies at Law and in Equity.
Municipal Corporations
Land Tax Commissioners' Names.

Tuesday, July 23.

Church Endowment.

Wednesday, July 24.

Clerk of the Crown in Chancery
Marriages.

Thursday, July 25.

Joint Stock Companies' Registration and Regulation
Railways
Duchy of Cornwall's Land
Lecturers and Parish Clerks
Ecclesiastical Jurisdiction
Three-and-a-Half per Cents. Dissentients.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Monday, July 22.

Harris's Estate
Passingham's Estate
Wilson's Estate
Bishop of London's Estate
Gaspe's Divorce.

Tuesday, July 23.

Lord Le Despencer's Estate
Bowyer's Estate.

Wednesday, July 24.

South Sea Company.

BILLS READ A SECOND TIME.

Friday, July 19.

Devayne's Estate.

Monday, July 22.

Ladbroke's Estate.

Tuesday, July 23.

Leeds Vicarage.

Thursday, July 25.

Werrington's, &c. Curacies
Bowyer's Estate.

BILLS READ A THIRD TIME AND PASSED.

Friday, July 19.

Mackenzie's (Scatwell) Estate
Mackenzie's Seaforth Estate

Monday, July 22.

Ayr Bridge, No. 2
Metropolitan Buildings.

Thursday, July 25.

Archbutt's Divorce.

SESSIONAL PRINTED PAPERS.

Par. Num.
400 Bills— Corporate Offices
507 — Clerk of the Crown in Chancery
511 — Railways, amended
509 — Duchy of Cornwall Assessionable Manors, amended
510 — Duchy of Cornwall Lands, amended
515 — Poor Law Amendment, amended by Committee and on re-commitment
516 — Metropolitan Buildings, amended by Committee, on re-commitment, and on Report
518 Marriages, amended
519 — Ecclesiastical Jurisdictions
O. 104 — Joint Stock Banks Regulation; amendments and Clauses to be proposed by Mr. Chancellor of the Exchequer
520 — Books and Engravings
523 — Three-and-a-Half per Cents. Dissentients
526 — Transfer of Licenses (Post Horses), Ireland

527 — Grand Jury Presentments, Dublin, amended
528 — Joint Stock Banks Regulation, amended
525 — Fisheries, Ireland
529 — Charitable Donations and Bequests, Ireland
532 — Spirits, Ireland
533 — Militia Pay
453 — Savings' Banks, Account
470 Naval Force, Army Force; Ordnance Department (Ireland), Account
498 Ordnance Office, Supplementary Estimate
472 Lunatic Asylums (Ireland), Returns
481 Miscellaneous Estimates, No. 8
491 Revenue Inquiry; Extract of Special Report of Commissioners respecting Mr. Rolls, and Report of Customs' Commissioners in reply
505 New South Wales, Emigration, &c.; Copies of Despatches
Slave Trade, Correspondence, Class A
Ditto ditto Class B
Ditto ditto Class C
445 Loan Fund Board, Ireland; Sixth Report of Commissioners
512 South Sea Company, Copies of Correspondence
499 Military Savings' Banks, Copy of Rules.

Bills in Progress.

LECTURERS AND PARISH CLERKS.

A Bill has been recently passed by the House of Lords, and brought down to the Lower Chamber, entitled "An Act for better regulating the Offices of Lecturers and Parish Clerks." It has been, we believe, already read a first time in the House of Commons. The preamble recites the fact that there are now in divers parishes, &c. certain lecturers or preachers elected to deliver or preach lectures or sermons only, without the obligation of performing other clerical or ministerial duties, and declares that it is "expedient" that, in many cases, such lecturers should be required to perform other clerical duties, and act, if necessary, as assistant-curates in such parishes, &c. We need hardly state that the enactments are in strict accordance with the requirements of the preamble. Lecturers or preachers (so called) may be required by the bishop of the diocese to perform such other clerical or ministerial duties as the bishop, acting in conjunction with the incumbent of the parish, may think fit, under pain of suspension or removal. An appeal may be made to the archbishop of the province within fourteen days. This enactment, however, is not to affect or be deemed applicable to any lecturer appointed prior to the passing of this Act, unless such lecturer shall consent to be bound thereby. Power is given to the rectors or incumbents of parishes by the second clause to fill up vacancies occurring in the office of church or parish clerk, by the appointment of persons in the holy orders of deacon or priest of the united church of England and Ireland, such persons to act as assistant-curates if required. The appointments of assistant-clergy under this Act are not to exempt incumbents (now liable) from the duty of providing curates. Power is given to archdeacons and other ordinaries to remove such parish clerks, not in holy orders, as may be guilty of misbehaviour or neglect of duty.

FARM BUILDINGS BILL.

The Government have just introduced a short Bill, to amend the law as to burning farm buildings. It is prepared and brought in by Sir James Graham and the Solicitor-General (Sir Frederick Thesiger), and contains four clauses only. They enact that whoever shall unlawfully and maliciously set fire to any hovel, shed, or fold, or to any farm building, or any building or erection used in farming land (whether the same shall then be in the possession of the offender, or in that of any other person, with intent thereby to defraud any person, shall be guilty of felony, and on conviction shall be liable, at the discretion of the Court, to be transported beyond the seas for the term of the natural life of such offender, or for any term not less than fifteen years, or to be imprisoned for a term not exceeding three years. Persons setting fire to any hay, straw, wood, or other vegetable produce, in any farmhouse or farm building, or to any implement of husbandry therein, with intent to injure or to defraud thereby, will be deemed equally guilty of firing the said farmhouse or farm building. This Act is to be deemed a part of the 7 Wm. 4 and 1 Vict. c. 89, the provisions of which it merely proposes to extend.

THE GOVERNMENT RAILWAYS BILL.

The main features of the arrangement between the Government and the railway deputation in reference to the Railways Bill are briefly as follow:—The revision of the tolls of such railways hereafter to be constructed as may return a larger interest than ten per cent. per annum is not to take place until twenty-one years from the passing of the Bills under which the respective companies may be incorporated, and not at the end of fifteen years, as originally fixed. A further period of twenty-one years must elapse before a second revision can be effected. The Act is not to apply in any way to existing companies, except in reference to third-class passengers, for whose accommodation the companies agree to run one train daily, at fares not exceeding a penny a mile, the Government binding itself wholly to exempt from taxation the receipts accruing from such cheap trains. There are other concessions of minor importance.

HOUSE OF LORDS.

FEES TO MAGISTRATES' CLERKS.

FRIDAY, July 19.—The Marquis of LANSDOWNE inquired what were the intentions of Government as to any general measure on the subject of clerks' fees. He feared that it would not be possible to introduce such a measure this session, but he hoped for one in the next. In the report of the commissioners on the disturbances in South Wales, this subject had been mentioned as the next in importance to that of the existence of unlawful and unnecessary tollgates. The latter had been made the subject of a measure, and he hoped that the former would also not be lost sight of. — Lord WHARNCLIFFE said the Government had not lost sight of the subject. He hoped to be able next session to introduce a Bill having reference to the fees, not only of magistrates' clerks, but also of clerks of the peace and of assize.—The Duke of RICHMOND was glad that the Government proposed to introduce such a measure next year, though they must not expect to be able to pass it easily. He thought the unequal fees in different districts ought to be made the subject of regulation, and that the fees of the clerks of the peace should be abolished, and a salary given instead.

COUNTY CORONERS BILL.

MONDAY, July 22.—This Bill went through committee.

CHARITABLE TRUSTS BILL.

The LORD CHANCELLOR rose to move the second reading of this Bill. He said that there were an immense number of charities, embracing a great amount of property, in this country which were without any superintending administration or judicial control, and the object of this Bill was to provide a proper tribunal to meet that evil. (Hear, hear.) Unless they provided some tribunal with authority over those charities, it would be impossible to regulate those charities consistently with the amount of income, as compared with the necessary expenses of management. (Hear, hear, hear.) The Bill had a limited application, only applying to charities in which a certain amount of property was concerned, and thus applying merely to such cases as absolutely required this tribunal. He proposed that commissioners should be appointed by the Secretary of State, with a power to superintend these charities, and prevent abuses in their distribution; but he was ready, if any noble lord proposed a better mode than that of meeting the evil, to adopt it, and renounce his own. (Hear, hear.) Their lordships would admit that it was extremely desirable that some mode should be adopted of investigating the accounts of those charities, and obtaining returns, and he intended to propose a power to effect that. He proposed that an inspector should be appointed to examine into the condition of the charities which would be affected by this Bill, and to make a report to the commissioners, who would, whenever it was necessary, lay any particular case before the Attorney-General. It was very desirable that the friends of such charities as those to which the Bill applied should be looked after, for in many cases the property had altogether been lost from want of such a controlling jurisdiction. It often happened that property vanished altogether, in consequence of the non-appointment of trustees after the death of the former trustees, and he proposed to give a power of appointing new trustees, where it was necessary for the interests of a charity to do so. A power of that kind was now exercised by the Court of Chancery, but it was one of a very expensive nature, and therefore could not be applied with advantage to charities in which only a small amount of property was involved. The appointment by the Court of Chancery was made by application to the Chancellor, who then referred it to the Master, and the Master examined witnesses, and made his report to the Lord Chancellor, and the Chancellor finally gave his decision; but as all the parties concerned, or who thought they were concerned, had a right to be heard, it was an expensive proceeding, costing no less than 60*l.* or 70*l.* Now he proposed a mode of obviating that by this Bill. It might, perhaps, not be the best mode which could be adopted, but when the Bill went into committee he should be glad to adopt any suggestion with a view to obtaining a better mode. He wished to have it read a second time, in order that they might adopt any alterations which could have the effect of improving it. The noble and learned lord then proposed that the Bill be read a second time.—The Bishop of LONDON said the country was indebted to the noble and learned lord for taking up the subject, for there was no doubt that many of the smaller charities of the country had suffered greatly from the effect of the present mode in which they were regulated, and that much of the good which would otherwise arise from them was thus lost. He fully concurred in the principles laid down by the noble lord; and, indeed, he concurred in the principles of the Bill, but he nevertheless would intreat the noble and learned lord not to press it through committee during the present session. The object of the Bill was to prevent a continuance of evils which now exist, and it was, therefore, a good one, yet he feared that great evil would arise, and much injustice would be done, by an Act which was intended to prevent it, if they did not properly consider and deliberate upon its provisions before they agreed to it. The Bill, though limited to charities with particular incomes, yet included nearly all the educational charities of the country. The bishops were visitors of those educational charities; for where they were not officially or legally the visitors, bishops or other ecclesiastics were bound by their duty to do so, and he thought that no provision ought to be agreed to which would interfere with the influence which the church had over charities which were established for educational or church purposes.—The LORD CHANCELLOR said he had considered the question to which the right reverend prelate referred, and it was his intention to introduce a clause for the purpose of preserving that control where there was a legal right to exercise it.—Lord WROTTESLEY was anxious to see the Bill pass into a law, and he hoped that if it were not agreed to during this session, it would be introduced at an early period next session. There were some important omissions in the Bill as it now stood. There was no power given, as he understood it, for the appointment of new trustees in cases of real estate, nor was there any authority given to the commissioners to vary the directions of the founders of charities in cases where they were found impracticable, or unsuited to the present position and character of society. He thanked the noble and learned lord for bringing forward the Bill.—The LORD CHANCELLOR said that the 26th clause gave a power to appoint trustees as well with regard to real estate as personal estate. There was also a provision with respect to cases in which the intentions of the founder were not carried into effect under certain circumstances. In cases where the income of charities was beyond the limit proposed by the Bill, the subject could be brought before the Court of Chancery.—Lord CAMPBELL said they were all indebted to his noble friend near him for the information which he had given them upon this subject. He (Lord Campbell) felt strongly the importance of legislation on this subject, and he believed that the Bill of his noble and learned friend, with alterations and amendments, would be a great improvement as regarded the branch of charities to which it was to be applied. He concurred with the right reverend prelate in requesting the noble and learned lord not to press the Bill this session.—The LORD CHANCELLOR said he wished the Bill to be read a second time, and allowed to go through committee, in order to see what amendments might be suggested from any quarter. The Bill was read a second time. The LORD CHANCELLOR then stated that it was not his intention to take any further steps with respect to the Bill this session.

COUNTY CORONERS BILL.

THURSDAY, July 25.—The Marquis of NORMANBY said he had a petition to present from a coroner in the west of England, for the restoration of that clause in the Bill, which had been struck out, for giving a higher rate of remuneration to coroners for travelling expenses. The noble marquis said, on coming down to the house, about two minutes past five, he found that the Bill had been read a third time.—The Earl of SHAFTSBURY said that the Bill had been read a third time, but the noble marquis might put a question for the restoration of the clause, on the motion "that the Bill do pass." A conversation then ensued between the noble marquis, Lord Redesdale, and the Marquis of Salisbury, on the subject, which was terminated by the Marquis of Normanby moving that the clause in question be restored to the Bill. The House then divided, when there appeared for the motion of the Marquis of Normanby—

Non-contents	25
Contents	6
Majority	—19

The amendment for the restoration of the clause was consequently lost, and the Bill was accordingly passed.

GAMING TRANSACTIONS.

The Marquis of NORMANBY rose, and, in the absence of his noble friend (the Duke of Richmond), moved the third reading of the Actions for Gaming Discontinuance Bill.—The Earl of RADNOR opposed the motion.—The Marquis of NORMANBY defended the Bill.—Earl STRADBROKE also supported it, and, after a few words from the Earl of RADNOR and Lord FOLEY, the Bill was read a third time and passed.

SUDBURY DISFRANCHISEMENT BILL.

This Bill was read a third time and passed.

The House then adjourned at eleven o'clock.

HOUSE OF COMMONS.

MUNICIPAL CORPORATIONS BILL.

MONDAY, July 22.—This Bill was read a third time, and, a clause having been added, was passed.

CHURCH ENDOWMENT BILL.

The report on this Bill was reported, and the amendments agreed to.

CLERK OF THE CROWN CHANCERY BILL.

On the motion of the CHANCELLOR of the EXCHEQUER, this Bill went through committee.

MARRIAGES BILL.

On the motion of the JUDGE-ADVOCATE, this Bill went through committee.

JOINT-STOCK BANKS' REGULATION BILL.

TUESDAY, July 23.—On the motion of the CHANCELLOR of the EXCHEQUER, the House went into committee on this Bill. Clauses 2 to 8 inclusive were agreed to with some verbal amendments. On clause 9, relative to powers of suing and being sued by their own officer, Sir W. CLAY said, that yesterday the committee had adopted the principle that the liability of shareholders should be unlimited. They ought to take care that this liability should not be illusory, but *bonâ fide* and substantial. By the 7th Geo. 4, which this Bill was to replace, a great many difficulties lay in the way of obtaining judgment against a shareholder in a joint-stock company, unless the official person who sued or was sued should be connected with the shareholders by a *scire facius*, which was tantamount to a separate action in each case.—The SOLICITOR-GENERAL concurred in the view taken of this case by his hon. friend the hon. baronet, and said that care would be taken to remove the difficulties as far as practicable. The other clauses of the Bill were then gone through, and some amendments relating to minor details being added, the House resumed, and the report was ordered to be then received, and the Bill as amended to be printed, and the amendments to be reconsidered in committee on the 25th inst.

JOINT-STOCK COMPANIES' REGISTRATION AND REGULATION BILL.

On the motion of Mr. GLADSTONE, this Bill was ordered to be recommitted. The House having gone into committee, Mr. GLADSTONE said, that the re-commitment of the Bill was rendered necessary by a point of form. Having consulted his right hon. and learned friend the Attorney-General for Ireland, he was now about to move that the provisions of the Bill be extended to that country.—Captain JONES suggested some delay, in the absence of several members who took an interest in the measure.—The ATTORNEY-GENERAL said, that the suggested delay was not necessary The clause for extending the provisions to Ireland was then put. Mr. GLADSTONE said, that it was the intention of the Government to have an office for registering Irish companies in Dublin, so that parties need not be at the expense and delay of sending from Ireland to London. The amendments and clauses were gone through without discussion. The House having resumed, the amendments were agreed to and the Bill was ordered to be read a third time on Thursday, at twelve o'clock, if then engrossed.

APPEAL IN CRIMINAL CASES.

WEDNESDAY, July 24.—Sir J. GRAHAM said, on moving the order of the day for the second reading of this Bill, he wished to make an earnest appeal to his hon. and learned friend the member for Cambridge for the postponement of the measure. On a former occasion, when the subject was under the notice of the House, he (Sir J. Graham), on the part of the Government, had to express some doubt as to the principle of the Bill. In a bill of that kind the principle was every thing. It was a great question for the Legislature to determine whether they should for the first time in the history of jurisprudence introduce in criminal cases, such as felony, and crimes of a higher description, an appeal to a higher tribunal. He had stated on a former occasion that he entertained grave doubts as to the expediency of introducing so great a change in the law. The House was now called upon to assent to the second reading of this Bill. They could not do so without at the same time affirming the principle of the measure. His hon. and learned friend asked the Government to approach the discussion of the Bill without their having the able assistance of his hon. and learned friend the Attorney-General, who was unavoidably absent from the House, and also without the Government having had sufficient time to consider maturely the provisions of the Bill. He promised his hon. and learned friend that he and his colleagues would give during the recess their most anxious consideration to the subject. If his hon. and learned friend persevered with the Bill, he (Sir J. Graham) should vote against its second reading, but in doing so the House must not consider that he pledged the Government against the principle of the measure. Should the House affirm the principle of the Bill, it would be the duty of the Legislature to proceed at once in carrying the law into effect. It would be impossible for the House, at this period of the session, to carry such a Bill through all its stages. If the Bill was not passed, great inconvenience would arise from the House affirming its principle. He regretted that he should be driven to the necessity of opposing the second reading of the Bill. He (Sir J. Graham) hoped that his hon. friend would exercise a wise discretion, and not press them to a division on the second reading of the Bill. He made this appeal on public grounds. —Mr. KELLY said he had felt earnestly desirous that this Bill should pass into a law this session of Parliament. He had previously stated, and he still believed, that a measure of the kind, in the present state of the administration of the law of the land was imperatively called for. He was not, however, insensible to the considerations urged by his right hon. friend against the second reading of the Bill. Considering the absence of her Majesty's Attorney-General, and of many members of the legal profession, hon. members of that House, as well as the absence of the judges, with whom, no doubt, the Government would like to confer on a matter of so much importance—considering, as well, the late period of the session, and the state of public business, he at once acceded to the suggestion of the right hon. baronet, and begged to postpone his Bill until next session. He trusted before then the subject would be well considered by her Majesty's Government, and that they (the Government) would be fully prepared to carry into effect a Bill to establish an appeal in criminal cases.

The Bill was according withdrawn.

CRIMINAL JUSTICE (MIDDLESEX) BILL.

THURSDAY, July 25.—Sir J. GRAHAM moved that the Criminal Justice (Middlesex) Bill be committed.—Mr. MACKINNON opposed the motion, and contended that the Bill was contrary to the established principle of the administration of the law in the counties of England, and that it conferred on the Secretary of State the right to appoint a chairman, with a paid salary of 1,200*l.* a year (he believed that was the intended salary), instead of allowing the magistrates to elect their own chairman, who filled the office heretofore gratuitously. This was one of the objectionable fruits of the too prevalent desire to effect centralization in every department possible. There was a great danger that the experiment having been tried with success in Westminster, the system of centralization would be carried further, and the jurisdiction of the magistrates be swamped in other counties by the appointment of a paid chairman of sessions.—Mr. W. WILLIAMS saw no reason that the chairman of these sessions should have a large salary in preference to the chairman of other sessions. He believed this Bill might be traced to a project the right hon. baronet entertained of altering the whole system of the prisons in this county. Unless it could be shewn that application had been made to the city for more extended means of trying criminals than were now afforded, and that the city authorities had refused to make that increase of means, he thought the Government were not justified in introducing a Bill like this; the country was already sufficiently burdened, and he was sorry that a sense of public duty compelled him to oppose this measure. The London Sessions lasted, on the average, not longer than four or five days, and often they did not occupy more than two days.—On the question that the Speaker do leave the chair, Mr. WAKLEY said the two hon. gentlemen who had preceded him had not stated any facts to shew why the House should not go into committee on this Bill. The bridewell at Westminster was nearly empty, because the magistrates of Westminster were the only magistrates who had the power to commit prisoners to that gaol. And who bore the expense? Not the city of Westminster, but the whole county of Middlesex. Then there was the House of Correction, where there were sometimes as many as 1,200 convicted prisoners confined, with immense dormitories; but, from the numbers, classification of the prisoners was next to impossible. Again, there was the New Prison, which would scarcely accommodate properly one-half of the prisoners who were committed for trial—there was there no classification—no arrangement of the prisoners which could be satisfactory to persons who were acquainted with what prison discipline ought to be. With regard to any separation, a chalk line was drawn, and the prisoners were told they were not to pass over that line, or, if they did, they would be subject to punishment. Ought such a system, he asked, to continue? He would say, whoever might have the appointment in question, let him be properly paid and receive a salary. At present, the cost of a trial in the Central Criminal Court was 2*l.* 10*s.*; whereas at the sessions it was 1*l.*; so that, besides the advantage under this Bill of saving time and having quick gaol deliveries, there would be a saving of three-fifths on the costs of the trials. In the last year there were upwards of 1,000 committals to Newgate for thefts under 20*s.* down to 2*d.* and in every case the costs were 2*l.* 10*s.* At the Easter Sessions the number of appeals was 93; at the last sessions they numbered 87,—many of them involving nice points of law. And the wonder was, that the chairmen of the sessions attended as often as they did, seeing that they were not paid. He was authorized by the member for Rochester, who had great experience in these matters, to say that the measure had his cordial support.—Mr. BROTHERTON presumed that the measure would be a great improvement in the administration of justice; but he saw that the Bill enacted that the chairman of quarter sessions should be paid out of the public purse. Now, the hon. member for Finsbury had shewn that there would be a great saving effected in respect to the costs of prosecutions, and he thought that was a reason why the chairman should be paid out of the county rates, as was done in the provinces.—Sir J. GRAHAM thought he could shew good reasons why the chairman of quarter sessions should be paid out of the public purse. The necessity for this Bill had long been admitted, and the only question in dispute was that of the right of appointment given, which he thought should rest in the Government. He had every possible respect for the unpaid magistracy of this country, who rendered most important services to the public, and the hon. member for Lymington must excuse him if he said he had done them great injustice. The hon. gentleman had said that he objected to the Bill, but that, from a personal regard he entertained for a certain party, he would vote for it. The hon. member for Finsbury had stated a variety of facts which shewed clearly that the state of the gaols was not creditable to the city of London, as in the case of Newgate. This measure took the most immediate and the cheapest remedy for the evil, by providing in the best possible manner for the speedy and frequent administration of justice. The Middlesex magistrates committed either to the Central Criminal Court or the Middlesex quarter sessions. The present system was replete with absurd regulations. Metropolitan magistrates only could commit to Newgate; and so in respect to other gaols the same anomalies existed. This Bill remedied these evils. It gave no new powers to the metropolitan magistrates, except that in cases where the offences were not of a very heinous nature they would have the power to commit to the Middlesex sessions. The crowded state of Newgate would cease, and a great saving would be effected to the county. He agreed with the hon. member for Finsbury, that the time had come when the evening sittings of the Central Criminal Court should be abolished; for they were any thing but conducive to the credit of the parties concerned or the fair administration of justice. Considering the part which he had taken in this transaction—the object which he had in view, and the support which the measure had generally received from the magistracy of the county of Middlesex and of the City of London—he hoped they might be permitted to go into committee to discuss the details of the Bill. —The House then went into committee.—Mr. WILLIAMS wished to make an observation in answer to the statement of the hon. member for Finsbury. That statement was made in the preamble of a Bill which had been introduced in 1831, to effect every object of this Bill, and, amongst other things, to give a salary to the chairman of the Middlesex Sessions. That Bill went before a committee of the House, and the House rejected the Bill on the ground that the preamble had not been proved, viz. that by the appointment of new officers a saving would be effected in the rates of the county of Middlesex.—Clauses up to 6 were agreed to. On clause 7 being proposed, which provides for the payment of the salary of the chairman—Mr. BROTHERTON moved to leave out the words "out of the consolidated fund of Great Britain and Ireland," for the purpose of introducing the words, "the county rate."—Sir J. GRAHAM said if the motion of the hon gentleman were agreed to it would defeat the Bill. They could not touch the county rates except by a private Bill. If the hon. gentleman succeeded, the Bill ceased to be a public one, and must be at once withdrawn.—The committee then divided, when there appeared—

For the clause	43
For the amendment	8
Majority	—35

The clause was then agreed to. The remaining clauses were also agreed to, and the Bill was ordered to be reported on Friday.

THE NEW HOUSES OF PARLIAMENT.

The Select Committee appointed to inquire into the present state of the building of the new Houses of Parliament, and to report thereon to the House, have, pursuant to the order of the House, examined the matters to them referred, and have agreed to the following report:—

Your Committee have examined Mr. Barry as to the progress already made in the buildings of the new Houses of Parliament, and have endeavoured to ascertain from him the probable time that will elapse before the whole of the works can be completed, and the period at which the two Houses may be occupied for the transaction of public business.

He has stated to them, that, were it urgently required, the Houses, and a certain number of committee-rooms, and other offices, might be prepared for occupation at the commencement of the year 1846; but your Committee do not feel themselves justified in affirming that such occupation could take place without inconvenience to the members, or impediment to the further progress and satisfactory completion of the building; and they think it right to observe, that the general arrangements for ventilation cannot be completed till the commencement of the year 1847.

Your Committee have examined the Speaker, the Clerk of the House, and the Sergeant-at-Arms, as to various alterations which have been lately proposed in the interior arrangements of the House of Commons, and of some portions of the building immedi-

ately adjoining, and have to report that Mr. Barry will be able to adopt several valuable suggestions which the experience of the officers of the House has enabled them to offer, without any increase of the expenditure already authorized.

Your Committee have examined various parties as to the course hitherto adopted by Mr. Barry, with reference to alterations of the interior arrangements shewn in the plan approved by committees of both Houses in 1836. They impute no blame to Mr. Barry for that course, and have every reason to believe that all the alterations hitherto made have conduced to the convenience and general effect of the building; but looking to the misapprehension that appears to have prevailed as to these proceedings hitherto, they are prepared to recommend that in future Mr. Barry should make a half-yearly report of the progress of the works to the Commissioners of Woods and Forests; and should also submit to that board any alterations which may hereafter be deemed advisable, and accompany such report with plans of the alterations proposed.

Your Committee further recommend, that as several alterations, entailing more or less expense, have recently been sanctioned by the Government, the Chief Commissioner of Woods shall, at the commencement of the next session of Parliament, lay upon the table of the House of Commons a statement of the total estimated cost of the building, according to the latest plan approved.

Your Committee also suggest that a plan, prepared by Mr. Barry under their direction, and exhibiting the present state of the building, and the alterations adopted up to the present time, shall be signed by the Chief Commissioner of Woods, and deposited in the libraries of both Houses.

July 4, 1844.

PARLIAMENTARY RETURNS.

COUNTY RATES.—An abstract of some accounts, presented on the 15th of April, 1844, shewing the total valuation of each county, and also the amount of county-rate levied in 1842 in England and Wales, &c., was ordered by the House of Commons to be printed on Monday evening last, and is now before us. Commencing with England alone, we find that the gross total acreage of all the counties in that portion of the united kingdom amounts to 32,284,770; the gross total number of inhabited houses in the year 1841, to 2,755,710; the average number of houses to an acre, 1 in 12; the population, according to the census taken in the year 1841, to 11,995,138; the average number of acres to each person, to 2; the gross total valuation, to the sum of 48,169,588*l.* (the dates of valuation extending from 1739 up to the present time); the gross total amount of county-rates, levied in the year 1842, to the sum of 666,976*l.*, being an average proportion of the county-rate to the valuation of 3½d. in the pound sterling. The average amount of the county-rate per acre was 4¾d., and, per head, 10¾d. In Wales, the following are the grand totals:—viz. acreage, 4,752,000; number of inhabited houses in 1841, 188,229; the average number of houses to an acre, 1 in 25; the population, according to the census taken in 1841, 911,603; the average number of acres to each person, [illegible]; the total valuation, 2,443,510*l.*; the amount of county-rate levied in the year 1842, 36,549*l.*, being a proportion of the county-rate to the valuation of 3½d. in the pound sterling; the average amount of the county-rate per acre, 1¾d.; and per head, 9½d. Thus the gross totals for both England and Wales will stand as follows, viz.:—Acreage, 37,036,770; number of inhabited houses in 1841, 2,943,939; average number of houses to an acre, 1 in 12; the population in the year 1841, 15 [illegible]06,741; the average number of acres to each person, 2¼; the total amount of valuation, 50,613,099*l.*; the total amount of county-rates in the year 1842, 703,526*l.*; the proportion of the county-rate to the valuation, 3½d. in the pound sterling; the amount of the county-rate per acre, 4½d.; and per head, 10½d. The amount of the acreage and valuation in each of the English counties respectively is stated as follows—viz. Bedford, 296,320 acres, 139,584*l.*; Berks, 481,280 acres, 652,916*l.*; Bucks, 472,320 acres, 636,027*l.*; Cambridgeshire (including the Ise of Ely), 584,480 acres, 691,190*l.*; Chester, 673,280 acres, 1,031,168*l.*; Cornwall, 856,770 acres (no total valuation given); Cumberland, 974,720 acres, 712,690*l.*; Derby, 657,920 acres, 912,374*l.*; Devon, 1,654,400 acres, 808,808*l.*; Dorset, 643,840 acres, 723,251*l.*; Durham, 702,800 acres, 905,644*l.*; Essex, 981,120 acres, 93[illegible],882*l.*; Glocester, 805,120 acres, 1,383,328*l.*; Hereford, 552,320 acres, 627,137*l.*; Hertford, 403,200 acres, 624,687*l.*; Huntingdon, 238,080 acres, 279,570*l.*; Kent, 996,480 acres, 1,747,946*l.*; Lancaster, 1,130,240 acres, 6,192,067*l.*; Lincoln, 1,671,040 acres, 1,815,413*l.*; Middlesex, 180,480 acres, 6,047,886*l.*; Monmouth, 317,440 acres, 453,751*l.*; Norfolk, 1,295,360 acres, 1,778,482*l.*; Northampton, 650,240 acres, 920,229*l.*; Northumberland, 1,197,440 acres, 982,809*l.*; Nottingham, 535,680 acres, 687,580*l.*; Oxford, 483,840 acres, 641,959*l.*; Rutland, 95,360 acres (no valuation given); Salop, 859,520 acres, 1,002,210*l.*; Somerset, 1,052,800 acres (no valuation given); Southampton, 1,040,000 acres, 1,077,297*l.*; Stafford, 757,760 acres, 1,484,090*l.*; Suffolk, 969,600 acres, 1,049,292*l.*; Surrey, 485,760 acres, 2,219,811*l.*; Sussex, 938,240 acres, 870,364*l.*; Warwick, 574,080 acres, 1,069,421*l.*; Westmoreland, 487,680 acres, 256,303*l.*; Wiltshire, 874,880 acres, 1,165,789*l.*; Worcester, 462,720 acres, 912,863*l.*; and Yorkshire (inclusive of all the ridings) 3,735,040 acres, 3,383,435*l.*

POSTMASTERS-GENERAL.—Mr. R. Wallace, M.P. for Greenock, moved recently for a return of the names, rank, and date of appointment of the Postmasters-General, from the earliest period up to the present time. We find that the following noblemen and gentlemen are included amongst the list of Postmasters-General in England appointed between the year 1678 (in the reign of Charles II.) and the year 1841—viz. Sir R. Cotton, Sir John Evelyn, Lord Cornwallis, Lord Lovel (afterwards the Earl of Leicester), the Earl of Besborough, 1759; Hon. R. Hampden, 1765; the Earl of Egmont, 1763; Lord Grantham, 1766; Lord Hillsborough, 1766; Earl of Candwick, 1768; Lord Hyde, 1768; Lord Le Despencer, 1768; Viscount Barrington, 1782; the Earl of Tankerville, 1783; Lord Foley, 1784; the Earl of Clarendon, 1786; the Earl of Westmoreland, 1790; the Earl of Chesterfield, 1794; Lord Auckland, 1799; Lord Gower, 1801; Lord C. Spencer, 1804; the Duke of Montrose, 1806; the Earl of Buckinghamshire, 1806; Lord Carysfort, 1897; the Earl of Chichester, 1814; the Earl of Clancarty, 1816; the Marquis of Salisbury, 1823; Lord F. Montagu, 1827; the Duke of Manchester, 1827; the Duke of Richmond, 1830; the Marquis of Conyngham, [illegible]834; Lord Maryborough, 1834-35; the Marquis of Conyngham again, 1835; the Earl of Lichfield, 1835; and the present noble Postmaster-General, Viscount Lowther, who was sworn in on the 11th of September, 1841.

GOLD COIN AND BULLION — BANK OF ENGLAND.—Some interesting returns on the above subject have been recently moved for by Sir W. Clay, bart. and Mr. G. F. Muntz, the members for the Tower Hamlets and Birmingham. They are now printed. It appears that during the first five months of the present year, the amounts of gold coin and gold bullion held by the Bank of England were, respectively, as follows:—January 6, 6,574,000*l.* and 6,848,000*l.*; February 3, 6,239,000*l.* and 7,613,000*l.*; March 2, 6,309,000*l.* and 8,029,000*l.*; March 30, 6,790,000*l.* and 7,608,000*l.*; April 27, 6,190,000*l.* and 7,638,000*l.*; and May 25, 6,173,000*l.* and 7,764,000*l.* In 1843, the amount of gold coin fluctuated between 4,120,000*l.* and 5,621,000*l.* and the quantity of gold bullion between 5,247,000*l.* and 6,048,000*l.* Of the gold bullion sent by the Bank of England to the Mint to be coined since the passing of the Act 4 & 5 Victoria, cap. 50, the weight was 71,718lb. and the value 3,351,049*l.* whilst the average length of time which elapsed between the sending of the bullion to the Mint and its return in coin was 30 days. The total quantity of bullion in the coffers of the Bank on the 4th of November last, amounted to 12,036,000*l.* of which 5,992,000*l.* was in gold bullion, 4,244,000*l.* in cold coin, 1,737,000*l.* in silver bullion, and 63,000*l.* in silver coin. The total number of Bank-notes in circulation on the 1st of November, 1843 (dated prior to the 1st of November, 1839), amounted to 72,266, and the value represented thereby to 908,855*l.* Of these 72,266 notes, 39,065 were for 5*l.* each, 23,356 for 10*l.* each, 5,552 for 20*l.* each, 676 for 30*l.* each, 420 for 40*l.* each, 2,015 for 50*l.* each, 871 for 100*l.* each, 67 for 200*l.* each, 12 for 300*l.* each, 210 for 500*l.* each, and 22 for 1,000*l.* each. No Bonus has ever been divided to the proprietors of the Bank of England for bank-notes lost or destroyed. Between the 4th of March, 1843, and the 5th of January, 1844, a total amount of 695,578*l.* was excluded from the returns of notes in circulation (as lost or destroyed), of which the sum of 426,321*l.* was represented by notes of 5*l.* and upwards, and 269,257*l.* by notes of 1*l.* and 2*l.* The total amount of notes which the directors estimate as loss from the establishment of the Bank in the year 1694 to the 5th of January, 1844, is 507,279*l.* All the notes comprised in this total have been outstanding for more than thirty years. The additional sum of 188,299*l.* which makes up the total of 695,578*l.* mentioned above as excluded from the returns, has been outstanding for more than 15 years, and is, therefore, considered to be out of circulation; but the Bank is, of course, liable to pay every note that has been issued.

THE MAGISTRATE.

Summary.

THE assizes now in progress throughout the country are remarkable for a general deficiency of legal business. Certainly actions at law have not increased with the population. Whether the people are poorer or wiser, or the law itself more settled, and consequently more easily applied to facts, is a problem not without interest. Undoubtedly men are not so fond of going to law as they used to be, and they prefer arbitration by friends to a settlement by lawyers. But the attorney's best practice does not consist in suits, and what he has lost in their decrease, he has gained tenfold in the increase of other and more agreeable branches of his business, unavoidably consequent upon a complication of affairs produced by the mercantile and speculative habits of the age.

THE PRISONS OF MIDDLESEX.

The following is the report of the prison inspectors, made at the last meeting of Middlesex magistrates:—

"London, May 25, 1844.

"SIR,—We beg to acknowledge the receipt of your letter, dated the 13th March last, transmitting to us, by direction of Secretary Sir James Graham, a correspondence with the Chairman of the Quarter Sessions for the county of Middlesex, relative to providing for the separate confinement of untried prisoners at the Clerkenwell Prison and the Westminster Bridewell, in consequence of a Bill which it is intended to introduce into Parliament for the more frequent trial of offenders in this county; and desiring that we would confer with a deputation of magistrates on the subject, and afterwards report to Sir James Graham on the extent of accommodation which can be afforded.

"In return, we beg to state that, agreeably to Sir James Graham's desire, we have communicated with the deputation of magistrates appointed to confer with us upon this subject.

"It is due to the visiting justices of the Clerkenwell and Westminster prisons to state that every arrangement which the nature of the buildings will admit has been made to prevent, as much as possible, the serious evils which now prevail in these gaols from the association of untried prisoners. No remedial measure, however, can be adopted in either of the prisons, owing to the defective plans on which they have been constructed.

"We are of opinion that the prison at Clerkenwell cannot be made available for the separate confinement of the number of prisoners likely to be committed to it, in pursuance of the legitimate measure now in contemplation, without extensive alterations and additions; and, having given our best consideration to the subject, with a due regard to the future as well as the present interests of the county, we consider that it would be far preferable that the magistrates should erect a new gaol at Clerkenwell, rather than have recourse to alterations and additions which, while they would be attended with considerable expense, would but partially effect the desired object.

"Having carefully inspected the common gaol of Westminster Bridewell, we are of opinion that arrangements for the separate confinement of the untried can only be made by dividing the present day-rooms and sleeping-rooms into cells of proper dimensions, and by throwing two of the present ordinary cells (which are too small for the separate confinement of a prisoner by day) into one. By these means the requisite number of cells may doubtless be obtained. It is, however, but right to state that, from the unfavourable nature of the plan of this prison, the adaptation of the several rooms and cells to separate confinement will be attended with difficulty, and that when the alterations shall be completed, the common gaol of this prison will still be in many respects faulty, and very inferior in efficiency to gaols erected expressly for carrying into effect the separate system.

"Under these circumstances, we are induced to recommend that the idea of adapting the Westminster Bridewell to the separate confinement of the untried, be abandoned; that no untried prisoner, or prisoner committed in default of bail, be sent to this prison; that all prisoners of these descriptions belonging to the county of Middlesex and the city of Westminster, be committed to the gaol proposed to be erected in Clerkenwell; and that, consequently, the Westminster Bridewell be henceforth used exclusively as a house of correction for convicted prisoners.

"It appears from the inclosed return, furnished to us by the chairman of the sessions, that under the proposed system for the more frequent holding of sessions, the average number of persons committed for trial, for re-examination, and for want of bail, for whom it will be necessary to provide separate cells, will amount to about two hundred. In forming, however, an estimate of numbers, for the erection of a prison, provision should be made for the greatest number who may probably be confined therein, and the plans should be such as to admit of the prison being enlarged at a future time, should the numbers committed prove greater than those originally estimated.

"With reference to the extent of accommodation which it is desirable to provide in the gaol proposed to be erected, we feel that this is a point on which the magistrates are more competent than ourselves to

form a judgment. We would wish to submit to the magistrates the inclosed plan (admitting of extension) for 250 prisoners, which may serve as a guide to their architect when instructed to prepare a more elaborate design.

"With reference to the plan now submitted, we beg to remark, that as the object in view is to provide separate cells for prisoners, whose average terms of confinement previous to trial will not, as we are informed, exceed a week, nor a month in the case of prisoners committed for want of bail, we have felt ourselves justified in reducing the size of the cells from the ordinary standard to eleven feet by seven, and nine feet high. If, however, there be a probability of prisoners being confined in these cells, or any number of them, for periods longer than a month at a time, we beg to recommend that the dimensions of such cells be of the ordinary standard, viz. thirteen feet by seven feet, and nine feet high.

"We further beg to observe, in relation to any plan of building which the magistrates may adopt for the separate confinement of prisoners, that for the prevention of intercourse, it is indispensable that the windows of the cells should be closed, and the partition-walls of the cells such as to render impracticable oral communication from cell to cell, except by means which, by attracting the attention of the officers, would insure detection; that the cells should be ventilated, warmed, supplied with water, and provided with water-closets, as at Pentonville prison; and that the yards should be so divided as to allow of each prisoner taking exercise alone.

"We are well aware that a measure of a nature so extensive as the erection of a gaol in the county of Middlesex ought not to be proposed on insufficient grounds, nor without mature consideration. The vice and depravity, however, arising from the association to which the untried are exposed in the Clerkenwell and Westminster gaols, are deeply injurious, not only to the individual who is the subject of the imprisonment, but to the best interests of society at large. Remedial measures are imperatively called for; and although they will, doubtless, involve a considerable outlay, we are persuaded that the expenditure will be profitably incurred, inasmuch as it will materially contribute to the protection of property and the prevention of crime, and thus directly promote, in an economical, as well as in a moral point of view, the public welfare.

"That the adoption of the separate system of prison discipline is calculated to produce these beneficial effects, may be inferred from the active measures now in course of operation for the introduction of that system throughout the country. Within the last few years every county gaol which has undergone any essential enlargement has been adapted to individual separation, and in no instance has a prison been built but on this principle of construction. Prisons for separate confinement have been built at Pentonville, Perth, Bath, Reading, Usk, Hereford, Parkhust, Peterborough, and Scarborough; while the erection of new prisons has been determined on, or is in progress, at Liverpool, Manchester, Leeds, Wakefield, Aylesbury, Bedford, Bridgewater, Ely, Lincoln, Northampton, Springfield, Tiverton, and Wisbech. Extensive alteration, and additions for the enforcement of the system have been made, or are making, at the prisons at Shrewsbury, Knutsford, Morpeth, Preston, Hereford, Worcester, Shepton Mallett, Walsingham, Stafford, Gloucester, Northleach, Lawford's Gate, Leicester, Durham, Swansea, Swaffham, Nottingham, and Portsmouth.

"The number of cells already built, or about to be constructed for, or adapted to, separate confinement in this country, amounts to upwards of 8,000; and we feel justified in stating our conviction that the day is not distant when the individual separation of prisoners will be the established system of prison discipline throughout England. Under these circumstances, we venture to express a hope that the proceedings which the magistrates of Middlesex may adopt on the present occasion, may be of an enlarged and liberal character, in accordance with the enlightened views of prison construction which now so generally prevail, and commensurate with the vast and growing interests of the metropolitan county.—We are, &c. (Signed)

"WM. CRAWFORD.

"J. JEBB.

"S. M. Phillips, esq. &c. &c. &c."

THE WILLS FORGERIES.

The Lord Mayor called the attention of the Court of Aldermen to the conduct of John and Daniel Forrester, the officers who had for many years distinguished themselves by extraordinary activity, zeal, integrity, and talent, in cases of great public and commercial importance connected with crime, and who had lately succeeded in detecting and exposing a conspiracy conducted with singular judgment and ability. His lordship alluded to the will forgery cases, in which these two very remarkable men had displayed such sagacity and vigilance as excited the surprise of the able solicitors to the Bank, who conducted these extraordinary prosecutions. (Cries of "Hear, hear.") He was of opinion that the Court, every member of which was well acquainted with the merits of these two excellent and indefatigable officers, was bound in justice to them to consider their claims in committee, and report the result to the Court. (Cheers.)

Sir P. Laurie said, he had had much experience of the two Forresters, and was proud of having specially recommended them upon every occasion on which the exercise of ingenuity and of silent power was necessary, in tracing a case from the first motion up to conviction. (Hear, hear.) He had before the Parliamentary Committee spoken of the necessity of keeping these two officers, and Roe, the Guildhall officer, independent of the authority of the police, and every thing which had occurred since confirmed him in the opinion he then expressed. He could, in fact, use no language which could too strongly express his feeling upon the subject, and he was much gratified, as a magistrate, to do justice to men who combined with a perfect knowledge of their business, the highest degree of humanity, and an humble and respectful bearing towards all with whom they came in contact. (Hear, hear.)

Sir J. Pirie, and Aldermen T. Wood, Copeland, Brown and Humphery, also bore testimony to the very great merits of John and Daniel Forrester; and,

The Court unanimously agreed to refer the matter to a committee.

PARLIAMENTARY BILLS.

The following is the substance of the report upon the Criminal Justice (Middlesex) Bill, the Corporate Officers Bill, and the Charitable Trusts Bill.—

"That the Bill for the better Administration of Criminal Justice in Middlesex is to enable her Majesty to appoint an assistant judge to preside at the sessions of the peace for the county of Middlesex, for the trial of felonies and misdemeanors, &c. This Bill will relieve the Central Criminal Court in a considerable degree, and will, therefore, diminish the period of the sitting of the Central Criminal Court as well as the expenses of the same. That your committee do, therefore, approve of the said Bill, and have directed the Remembrancer to promote the insertion in the Bill of a power for the judges of the Central Criminal Court to commit offenders to the House of Correction, in Cold-bath-fields, as the common gaol of London and Middlesex, in execution of their judgment.

"That the Bill to Facilitate Admission to Corporate Offices is to extend the provisions of an Act of the 1st and 2nd year of the reign of her present Majesty, entitled 'An Act for the Relief of Quakers, Moravians and Separatists, elected to municipal offices,' to persons of other religious denominations, and provides that the form of the declaration contained in the said Acts may be taken by persons of other religious denominations. That the effect of this Bill will be to render persons of all religious denominations whatever eligible for corporate offices, and your committee have deemed it advisable to report the same without offering any opinion upon this important subject.

"That with respect to the Charitable Trusts Bill they have directed the Remembrancer to procure the exemption of the charities under the control of the corporation of London from the operation of the Bill, and have directed notices to be given to the several companies that a measure of this stringent nature is now under the consideration of Parliament."

COMMISSIONS SIGNED BY LORDS LIEUTENANT.—*Lancashire.*—J. Clarke, jun. esq. to be Deputy Lieutenant. *Radnorshire.*—The Hon. R. E. Plunkett to be Deputy Lieutenant.

THE LAWYER.

Summary.

No subject of special moment calls for notice here. The very valuable summary below of the decisions of the Terms lately closed will direct the reader's attention to the most recent authorities on every subject. It will be observed that the Report of the YORKSHIRE LAW SOCIETY, published last week, notices the great utility to the Profession of the Quarter Sessions in counties and boroughs being advertised in the LAW TIMES. Those of our friends who think so too will, perhaps, do as the Yorkshire Society did, memorialize their own county magistrates and town councils on the subject, stating its importance to the Profession, and doubtless the application would be equally successful, for in Yorkshire orders to announce the sessions in these columns were immediately given by the magistracy.

REVIEW OF THE CASES DECIDED IN ALL THE COURTS OF COMMON LAW,

During Easter and Trinity Terms and Vacations, 1844.

(*Continued from page 308.*)

EXECUTION.

Partnership effects.—Our review of Hilary Term was published before the report of *Johnson* v. *Evans* (2 Law T. 459) had appeared, but we deem that case too important to be omitted, and, therefore, insert it out of its proper place. Under a writ of *fi. fa.* against one of two partners, the sheriff had taken possession of the partnership effects, and whilst he was in possession a writ against the two partners jointly was delivered to him. He did not enter under this second writ, or even deliver it to the officer in possession. The partner against whom the first writ had issued became bankrupt, and after the fiat, the sheriff sold the whole of the property, both several and joint, of both partners, to satisfy the two writs. The question was, whether he had any right to sell the partnership property under the second writ. It was held that he had not; and the reasons deserve to be stated at some length. It is true that the sheriff, under a writ against one partner may seize the whole of the partnership property, but he only sells a moiety, and the purchaser becomes tenant in common with the solvent partner. The goods of the solvent partner are necessarily seized, but the property in them is unchanged. The decisions, therefore, which shew that a sheriff being once in possession need not again seize under any subsequent writs against the same defendant do not apply to the case of a partnership, and he is bound, therefore, to bring the execution against the partnership within the protection of the statute by a seizure independently of that already made under the first writ. For, said Tindal, C. J.—

"We think the statute meant by the words execution served and levied by seizure on the goods, a real and substantial seizure for the purpose of satisfying the execution by actual sale, and a seizure of the whole, for the purpose of selling a moiety only, never can be a levying by a seizure out of the other moiety, for it never was or could be intended in this case to be a seizing or levying, unless the sheriff had seized under the second writ delivered to him, which in this case he never did, there not being any actual seizure of that one moiety by the second officer, nor any delivery of the warrant to the first officer, who was already in possession."

Sale.—A sheriff's sale under an execution is, *primâ facie*, considered to be for ready money and immediate delivery, and the sheriff, therefore, is not justified, after he has sold as much as will apparently satisfy the writ, in going on to sell more, on the speculation that it is possible that the actual delivery of such goods as are already sold may be prevented by loss or accident. (*Aldred* v. *Constable*, 3 Law T. 299.)

Variance.—A writ of execution under a rule for judgment must correspond in the body of the writ with the judgment rule, or the variance will be fatal, and cannot be amended, although the indorsement may be correct. (*Brooks* v. *Hodgson*, 3 Law T. 162.)

EXECUTOR.

Right to sue for breaches of covenant.—In *Raymond* v. *Fitch* (2 Cr. M. & R. 588), all the authorities upon the right of the personal representative to sue upon covenants entered into with the deceased were considered, and the principle established by that case, together with the recent one of *Ricketts* v. *Lloyd* (3 Law T. 78; 13 L. J. 195, Ex.), is, that he may sue upon all covenants broken in the lifetime of the deceased, with or without special damages, except such as run with the land, and therefore enure to the heir in whose life the substantial damage takes place subsequent to the death of the ancestor. In the principal case, the executor sued upon a covenant to pay in case the tenant neglected to repair the premises.

Liability on false plea.—The books are somewhat obscure upon the right mode of entering judgment against an executor who has pleaded a plea false within his own knowledge, and it has been said that he will be in consequence liable for the whole amount sued for, without reference to the assets in his hands. (See 2 Chitty's Archb. 880; and Williams on Executors.) *Harvey* v. *Burgess* (3 Law T. 54, 74) is, therefore, to be noticed, in which the Court of Queen's Bench, after taking time to consider, decided, that *an executor de son tort*, who had pleaded *ne unques executor*, was only liable for the amount of assets in his hands.

INDICTMENT, COMPROMISE OF.

All the cases upon the subject were examined in *Keir* v. *Leeman* (3 Law T. 299), and the law appears to be, that where the offence is of such a nature that the injured party may sue at law and recover damages in an action brought in respect of it, there the indictment may be compromised, for in such case the injury is frequently more of a private than of a public nature. But if the offence is entirely of a public nature, so that no other than a criminal proceeding can be had upon it, a compromise cannot be come to, for no agreement can be valid which has the effect of stifling a public prosecution, for the rights of the public cannot be sacrificed to private advantage.

INSURANCE.

From *Philips* v. *Irving* (3 Law T. 55; 13 L. J. 145, C.P.), we learn the construction that the Courts will put upon a policy of insurance on what is called a "seeking" ship. The Court of Common Pleas there held, that it is no deviation for such a ship to wait in port for a cargo such a time as, under all the circumstances existing at the port where she happens to be, may be reasonable to enable her to obtain a remunerating freight. The time will, therefore, vary, according to the facts in each case, and in the principal case a delay from June 3 to January 10 was held to be reasonable.

LANDLORD AND TENANT.

Covenant to pay taxes.—The decision in *Payne* v. *Burridge* (3 Law T. 78; 13 L.J. 190 Ex.), although arising only upon a local Act, will be a guide in many other similar cases. The tenant covenanted to pay a certain rent, free from all parliamentary, parochial, and other rates, assessments, deductions, or abatements, and also to pay all taxes, rates, duties, levies, assessments, and payments whatsoever, which then were, or during the said term might be, rated, levied, assessed, or imposed upon or payable in respect of the house occupied by him. It was held, that this included a payment under a local Act, although the words of the Act authorized the tenant to pay the charges and deduct them from the rent, and that therefore the tenant was not entitled to deduct them from his landlord's rent, and that there would be no difference whether the Act passed before or after the demise.

Estoppel.—The judgment in *Webb* v. *Austin* (3 Law T. 282) contains much instruction on this subject, and contradicts what, from the marginal note, might be supposed to have been decided in *Whitton* v. *Peacock* (2 B. N. C. 411). The question was, whether a mortgagor could, with the concurrence of the mortgagee, make out a good title to a term which had been underlet by the mortgagor after the mortgage, the underlessee having entered into the same covenants as those in the original lease. It was objected that by the mortgage the termor had parted with all his legal interest in the term, and that the purchaser from him would be unable to enforce the covenants against the underlessee. The Court of Common Pleas held, however, that the lease would operate by way of estoppel, both in favour of the lessor and of his assignee, and that consequently a good title in every respect would be made by the concurrence of the mortgagor and mortgagee. The case of *Gouldsworth* v. *Knights* (11 M. & W. 337) was referred to, and in the judgment there delivered by Parke, B. he says of *Whitton* v. *Peacock*—

"The marginal note is very inaccurate. The point decided was this:—A copyholder devised his estate to another, without surrendering to the use of his will. The devisee of the devisee, who, of course, had no estate at all, either legal or equitable, demised part of the copyhold by deed, and the lessee covenanted to pay rent and assigned the lease. The heir-at-law of the devisor afterwards surrendered to the use of the second devisee, who afterwards demised another part of the copyhold to the same lessee, and instead of granting a fresh lease to the lessor of the part before demised, took a covenant from him to perform the covenants in that lease. The lessor afterwards surrendered the copyhold to another, and the question was, whether the surrenderee could maintain an action on these covenants against the assignee of the lessee. The Court held, most properly, that no such action would lie. No reasons are given, but there is clearly a satisfactory one, for the reversion by estoppel on the first lease was not a copyhold transferable by surrender and admittance."

Eviction — Payment. — There cannot be an eviction to justify the non-payment of rent after the rent has become due under the demise to the party who afterwards sues; and to substantiate a plea of payment made under compulsion, it must be shewn that the payment was made to some person expressly appointed, as in law implied to be the special agent of the plaintiff, as to a mortgagee, in *Pope* v. *Biggs* (9 B & C. 245), or to discharge a distinct incumbrance upon the land as a ground-rent, in *Sapsford* v. *Fletcher* (4 T. Rep. 511); therefore, in debt for rent, a plea as to parcel, &c., that before the premises were demised to the defendant by the plaintiff, the plaintiff had conveyed all her interest therein to A; that plaintiff, up to the time of the demise, was in possession of the premises; that after the commencement of the suit A gave notice to the defendant and demanded payment of such portion of the rent reserved as might, on a just apportionment, be found due, and threatened the defendant, in case of non-payment, to eject him and put the law in force; that the sum of 40*l.* 10s. was the sum due on a just apportionment, &c., wherefore the defendant paid the same to A was held bad as a plea of eviction, and also bad as a plea of payment. (*Boodle* v. *Cambell*, 3 Law T. 102, 13 L. J. 112, C.P.)

Reversion.—Where an underlease has been made for a longer term than that which the lessor possesses, if the underlessee lets for a less term, and the tenancy of the original lessor continues and lasts over the term granted by him, the underlessee will have a reversion, which he can assign; and the assignee will be able to sue upon the covenants in the second underlease. But the proper description of the plaintiff's title will not be an absolute tenancy for the less term, but a tenancy, subject to be divested by the determination of the tenancy for the longer term. (*Oxley* v. *James*, 3 Law T. 222.) Here a tenant from year to year made a lease for thirty-four years, and the lessee underlet for twelve years, and then assigned his reversion, and the assignee was held to be entitled to sue upon a covenant to repair.

Surrender by operation of law.—We shall only notice briefly the very important case of *Lyon* v. *Reed* (3 Law T. 302), referring our readers to the *verbatim* judgment there given, and the full report of the case which will be published in the Real Property Cases. The principle of the decision is to be found in the meaning of a surrender by operation of law. This term is applied to cases where the owner of a particular estate has been a party to some act, the validity of which he is by law afterwards estopped from disputing, and which would not be valid if his particular estate had continued to exist. It has nothing to do with *intention*. An agreement consequently to an act done by the reversioner will not amount to a surrender in law. In accordance, indeed, with the cases of *Stone* v. *Whiting* (2 Stark. 236) and *Thomas* v. *Cooke* (2 B. & Ald. 119), it may be held, although in a Court of Error these decisions might, perhaps, be overruled, that where the estates dealt with are corporeal and in possession, and of which demises may therefore be made by parol or writing, and where there is an open and notorious shifting of the actual possession, there may be a surrender in law by mere agreement; but with respect to reversions and incorporeal hereditaments, which pass only by deed, the Court of Exchequer in the principal case decided that the ancient rules of the common law must be adhered to; and distinguished the case of *Walker* v. *Richardson* (2 M. & W. 882), which had been strongly relied upon in the argument as contrary to their view.

Right of tenant to throw up premises for non-repair.—*Surplice* v. *Farnsworth* (3 Law T. 181) must be mentioned in connection with the cases of *Sutton* v. *Temple* and *Hart* v. *Windsor* (2 Law T. 447, and 12 M. & W. 52, 68). As, according to those cases, there is no implied contract on the part of the lessor of a house taken for habitation, or land for occupation, that the house or land is in a reasonably fit state for habitation or occupation; so this case decides, what upon some of the older cases was open to doubt, that a tenant is not entitled to throw up the premises taken, however unfit for habitation they may become, from want of repairs which the landlord ought properly to have done, or which he has expressly contracted to do. (See *Arden* v. *Pullen*, 10 M. & W. 321.) *Smith* v. *Marrable* (11 M. & W. 5) is still a stumbling-block to us, and we cannot think that it would be safe to rely upon it after these cases. In *Hart* v. *Windsor*, Parke, B. said—"We are under no necessity of deciding in the present case whether that of *Smith* v. *Marrable* be law or not. It cannot be supported on the grounds on which I rested my judgment."

MORTMAIN, STATUTE OF.

Strict attention should be paid to the forms required by the 9 Geo. 2, c. 36, to render conveyances for charitable purposes valid, as will be seen by the judgment in *Doe dem. Barbour* v. *Munro* (3 Law T. 77). A party had, by lease and release, conveyed lands to trustees upon the trusts to be declared in a deed of the following day. The declaration of trust was duly executed, attested, and enrolled, according to the statute, but the conveyance was not; and it was held that the conveyance was therefore void.

PARTNERSHIP.

Slander.—If one partner be slandered in the way of his trade, so that the special damage accrues to the firm, and not to him individually, the whole firm must sue, or a plea of nonjoinder will be good. (*Robinson* v. *Martin*, 3 Law T. 125.) For other cases relating to partnership, see *supra*, "Contract" and "Execution."

PATENT.

Title.—In *Cook* v. *Pearce* (2 Law T. 371, 418) the rule was laid down that a patent would not be bad merely from the title being larger than the specification, and *Nickels* v. *Haslam* (3 Law T. 76), in the Common Pleas, is to the same effect. The title was for "improvements in the manufacture of plaited fabrics," and the specification claimed a new mode or process in the manufacture of the fabric.

First Inventor.—The wood pavement patent taken out by Mr. Stead has given rise to an important decision upon this subject. It appeared that although Stead had made the discovery for himself, yet that many years before a letter had been published in a periodical containing a description of a plan very much resembling that afterwards adopted by Stead. The counsel for the defendant insisted that the judge ought to have directed the jury that the communication of the invention to the public, although never acted upon, and never seen or used directly or indirectly by the plaintiff, would of itself prevent him from being considered the "first inventor." The Court of Common Pleas held that, although there was no case to that effect, yet the *dicta* of Alderson B. in *Carpenter* v. *Smith* (9 M. & W. 30), and Lord Lyndhurst in 1 Webster, 708, and the reason of the thing brought them to the conclusion that a prior publication, so as to make the facts a part of the public stock of information, would invalidate a subsequent patent; for the public could not be precluded from the right of using such information as they already possessed at the time of the patent being granted. It will still be a question for the jury to decide whether the knowledge has become a part of the public stock of information. (*Stead* v. *Williams*, 3 Law T. 262, at Nisi Prius, 2 Law T. 31.)

PLEADING.

The mere technical points of pleading are hardly within the scope of our design in these reviews. We may observe, however, that it is now settled that *de injuriâ* may be replied in debt. (*Cowper* v. *Garbutt*, 3 Law T. 182; 8 Jur. 541.) *Whitehead* v. *Harrison* (3 Law T. 299) also deserves a passing notice, as illustrating the advantage of a speedy report of the decisions. From a report of this case in the last number of Dowling & Lowndes, it would appear that a traverse of the bailment in detinue would be allowed as an issuable plea; but the plea in that case was afterwards demurred to, and decided by the Court of Queen's Bench to be bad. (3 Law T. 299.) In future, therefore, it will not be allowed.

PRACTICE.

Under this head we have, as usual, many cases to insert.

Affidavits—Jurat.—It must be borne in mind that the Court of Queen's Bench strictly uphold the rule of M. T. 37 Geo. 3, prohibiting affidavits being used in that court in the jurat of which there is any interlineation or erasure (*Doe dem. Bultriss* v. *Roe*, 3 Law T. 220), although the Court of Exchequer (*Wills* v. *Dawson*, 2 D. N. S. 465) admitted an affidavit in which part of the jurat was written on one side of the paper, and below it the words "a commissioner for taking affidavits in this court," were erased, and the remainder of the jurat written on the other side of the paper.

Amendment of declaration.—An amendment of a declaration demurred to a payment of the costs of the demurrer renders any withdrawal of the demurrer by the defendant unnecessary, and he is entitled to two days' time to plead *de novo* after the amendment, although no terms to that effect are

inserted in the order for amendment. (*Smith* v. *Hearn*, 3 Law T. 77; 13 L. J. 231, Ex. 8 Jur. 384.)

Arrest—Variance.—If the copy of a *ca. sa.* issued under 1 & 2 Vict. c. 110, which is served upon the defendant, differ materially from the original, as if it omit to state the form of action, in which the writ of summons issued, the service of the *ca. sa.* will be set aside for irregularity and the bail-bond ordered to be cancelled, although the recitals in it correct the error in the copy. (*Copley* v. *Madeiros*, 3 Law T. 126; 13 L. J. 448, C. P.) We may observe, that in the argument it was taken for granted that a writ of summons must issue before the *ca. sa.*; whereas, according the present practice, this is unnecessary. (See Review, 2 Law T. 448.)

Attachment.—Where under a rule upon the sheriff to return a writ, the time expires upon the last day of Term, an attachment may be moved for at the rising of the Court if no return is made at the closing of the office. (*Reg.* v. *Sheriff of Shropshire*, 3 Law T. 140.)

Distringas against a Peer.—The case of *Cassidy* v. *Steuart* (2 M. & Gr. 437) having decided that a peer cannot be outlawed, the courts have recently allowed a *distringas* to compel appearance to issue, under circumstances in which a *distringas* for outlawry would issue against an unprivileged person; but this rule will not be extended at all. In *Hay* v. *Earl of Charleville* (3 Law T. 60; 13 L. J. 291, Ex.; 8 Jur. 448), it was held not to apply where an Irish peer who was at his residence in Ireland had taken no notice of copies of the writ of summons left at his residence in England, and also when forwarded in letter to him in Ireland.

Notice of declaration.—Where a notice of declaration cannot be served upon a party on account of his having left his former residence, and it is sought to substitute a service as a preliminary to bring the notice up in the office, under H. T. 2 Wm. 4, 219, the Court should be applied to for leave to substitute such service before it has been made, or the plaintiff will be obliged to do that over again *with* the leave of the Court, what has been done *without* it. (See *Troughton* v. *Craven*, 3 D. P. C. 436.)

Ejectment—Date of declaration.—It has often been held that the intituling a declaration in ejectment of a term not yet arrived is an immaterial error, and it is so whether the notice be dated or not. (*Doe dem. Greene* v. *Roe*, 8 Scott, 585, recognized in *Doe dem.* v. *Roe*, 3 Law T. 60; 13 L. J. 202 Q. B.)

Judgment against casual ejector.—A rule for judgment against the casual ejector in a country cause in the Court of Common Pleas is not, as in the Court of Exchequer, absolute in the first instance, but it is to shew cause on a day certain, which, if cause be not shewn, becomes absolute by itself. (*Doe dem. King* v. *Roe*, 3 Law T. 126.)

Feigned issue.—The successful party in a feigned issue is not entitled to take the money out of court before judgment is actually signed, if the objection is taken. (*King* v. *Birch*, 3 Law T. 159.) In this case the rule was enlarged to give the plaintiff time to sign judgment.

Interpleader.—The Court will not entertain a motion on the last day of Term for an interpleader rule which involves a question of law arising upon an Act of Parliament. (*Turner* v. *Mayor of Kendal*, 3 Law T. 222.)

Irregularity.—It is a recognized rule of practice that where a party makes an application for relief he must bring before the Court all the facts within his knowledge; and so where there exists a defect in proceedings which might be taken advantage of upon an attempt to invalidate them upon other grounds, and no notice is taken of it, a subsequent separate application for that purpose will not be allowed. (*Anderson* v. *Harrison*, 3 Law T. 186.) In the report, Williams, J. is made to say, time would not bar a prisoner from taking an objection; but on reference to the case of *Claridge* v. *M'Kenzie* (2 D. N. S. 898), it will be seen that a prisoner is not entitled to any greater favour than another person.

Judge's order—Time.—A thing directed to be done by a judge's order which does not specify any time, is to be done forthwith. This should be remembered in giving a consent order, and some time inserted. (*Flantan* v. *White*, 3 Law T. 40.)

New trial.—In *Kirkham* v. *Master* (1 Chit. Rep. 382), it is said that a new trial may be moved for within four days of the return day of the *distringas*, when returnable on a day certain, exclusive of the return day; but this was shewn to be a misprint in *Chapman* v. *Eley* (2 D. N. S. 93), and *Bell* v. *Paxton* (3 Law T. 207) confirms that case; and the practice is now clear that all motions for new trials must be made within four days of the return day of the *distringas*, inclusive of that day. (See also *Lindus* v. *Corbett*, 3 Law T. 77.)

Production of documents.—On motion for a new trial, copies of all documents intended to be relied on should be produced; and if they are in the hands of the opposite party, and copies have been refused upon an offer to pay the costs, an application should be made to the Court. (*Gome* v. *Fylor*, 3 Law T. 164.)

Rule to discharge.—A rule to discharge a rule for a new trial granted upon payment of costs because they have not been paid, is a rule *nisi* and not absolute in the first instance. (*Atkinson* v. *Webster*, 3 Law T. 205.) In *Champion* v. *Griffiths* (1 D. N. S. 319), it was absolute.

Rule for payment of money.—Since a rule of Court for the payment of a sum of money has now the effect of a judgment, it will not be granted unless the Court is perfectly satisfied that the claim so sought to be enforced is free from all doubt. (*Holcroft* v. *Manby*, 3 Law T. 282.)

Special case.—A special case has not unfrequently been stated without any order from a judge, the recital of such order being inserted in general terms. This was observed by Alderson, B. in *Fosberry* v. *Goodlake* (3 Law T. 164), and in future the rule must be strictly adhered to, and an order in every case obtained.

Staying Proceedings.—From *Lloyd* v. *Kent* (5 D. P. C. 125), it might be inferred, that a judge's order to stay proceedings made by consent would be equivalent to an appearance by the defendant; but according to *Hawkins* v. *Hussell* (3 Law T. 104), before judgment can be signed upon an order to stay proceedings on payment of debt and costs, and in case of default the plaintiff to be at liberty to sign final judgment, an appearance must be entered. An order of this kind, against the consent of the plaintiff, could not be obtained before declaration. (*Reynolds* v. *Sherwood*, 8 D. P. C. 183.) In an action upon a replevin bond, a single judge has jurisdiction to stay proceedings upon payment of the penalty of the bond and costs of the action; for he does not act under the 11 Geo. 2, c. 19, s. 23, which only empowers *the Court* to stay proceedings, but under the general principle of allowing relief. (*Branscomb* v. *Scarbrough*, 3 Law T. 159.)

Summons, writ of.—The party actually served is for that reason alone entitled to apply to set aside proceedings, whether he be the intended defendant or not. (*Stephens* v. *Thorn*, 3 Law T. 205.) The omission of the name of the court in which the defendant is required to appear is an irregularity, for which the writ will be set aside. (Ibid.)

Testatum writs.—It really seems to us time to abolish the practice of issuing original writs, since the recent cases have reduced it almost to a fiction. In *Moss* v. *James* (1 D. & L. 807), a *testatum ca. sa.* issued before an original one, was held regular, when a *ca. sa.* was afterwards issued, tested before the *testatum ca. sa.* but sealed afterwards; and in *Cole* v. *Lavenne* (3 Law T. 181), on a motion to set aside a *testatum fi. fa.* for want of an original *fi. fa.* to support it, it was held sufficient for the counsel to produce in court a *fi. fa.* regularly returned.

Verdict, motion to set aside.—Although we should have thought it quite clear, from *Doe dem. Duncan* v. *Edwards* (7 D. P. C. 517), that the omission to give notice of having obtained the permission of the Court to move, after the four days allowed for a new trial, would justify the other party in signing judgment, we may mention that it was again held so in *Emblin* v. *Dartnell* (3 Law T. 105), where judgment had under these circumstances been signed, and the rule for a new trial was only made absolute on payment of the costs of signing judgment.

PROFERT.

To avoid expense, the several parties to deeds often neglect to take parts which in law they are supposed to do, and it is important to observe the case of *Hodgson* v. *Walker* (3 Law T. 164), where this had been omitted, and it was held to be no excuse for not making *profert* that the deed was in the hands of trustees.

RAILWAY COMPANIES.

An important decision was given in *Lees* v. *The Calder and Hebble Navigation Company* (3 Law T. 163), which will be applicable to many of the Acts for the formation of railways, canals, &c. It was there held, that the usual clauses in an Act of this kind which bind the company to replace water-courses, &c. &c. &c. removed or interfered with in the progress of the works, only refer to land taken under the compulsory clauses of the Act, and not to purchases made from willing vendors, in which case special provisos should be inserted in the conveyance.

Liability of railway company.—*Wheldale* v. *Northern and Eastern Railway* (3 Law T. 59) shews that the public are without much legal protection where one line is a continuation of that belonging to another company. There the plaintiff had taken his place from a station on the Northern and Eastern Railway for London, but before his arrival at the place of destination, and after he had reached the Eastern Counties Railway, he was detained by one of the servants of the latter company. He sued the first-mentioned company, who had contracted to carry him to London; but it was held, that they were not answerable for the acts of the servant of the Eastern Counties Railway, and it does not seem easy to fix the other company with a liability where they had entered into no contract with the plaintiff. (See *Winterbottom* v. *Wright*, 10 M. & W. 109.) So that, in such a case, the only remedy would be against the particular servant; which would, in fact, be a mere waste of money. We know not whether this position of affairs has attracted the notice of the framers of the Bills now passing through Parliament, but it seems to us well worthy of their consideration. If an accident occurred on the second line, against which company should an action for damages be brought?

SHERIFF.

Liability—Special bailiff.—The sheriff, as is well known, is not liable for the negligence of a special bailiff, nor can he be ruled to return a writ which has been intrusted to one. It is important, therefore, to observe what will amount to an appointment of a special bailiff. In *Balson* v. *Meggat* (4 D. P. C. 557), a mere request to the sheriff to direct the warrant to a particular officer was held not to be an appointment of a special bailiff; but in *Forde* v. *Leslie* (6 Ad. & El. 699), the following letter was held to be so:—

"I inclose you writs in these actions, and shall feel obliged by your granting warrants thereon, directed to A and B. I shall write to B in a day or two."

The last sentence was much relied on as shewing the intention of the plaintiff to make the bailiff his agent. *Alderson* v. *Davenport* (3 Law T. 182) deserves, therefore, to be noticed. The plaintiff's attorney wrote to the undersheriff as follows:—

"Dear Sir,—Enclosed you will receive a *ca. sa.* in each of the above actions, and will thank you to procure and forward warrants in each to Mr. M. T., sheriff's officer, at Northwich, whom I have instructed as to the execution thereof. Your charges I shall be glad to pay as you may direct."

He also wrote to M. T. giving him information as to the best means of arresting the defendant, but this was not considered to amount to a special appointment of M. T. as the sheriff was left at liberty to employ another officer if he pleased.

Liability after supersedeas.—After a *supersedeas* issued out of the county court, the sheriff is not liable for the acts of his bailiffs, who continue to detain the goods seized, without regard to the *supersedeas*. It is like the case of a bailiff acting without any authority whatever, or even stronger in favour of the sheriff, for he is acting directly against the sheriff's authority. (*Brown* v. *Copley*, 3 Law T. 182; 8 Jur. 377.)

Return.—As *nulla bona* is a good return where goods seized are not leviable, because claimed for rent or under a prior execution, it seems right enough to hold that a return that a certain sum has been paid for rent should be good, although it does not distinctly state that the rent was due at the time of the seizure. (*Reynolds* v. *Barford*, 3 Law T. 162.)

STAMPS.

Mortgage transfers.—The case of *Brown* v. *Pegg* (3 Law T. 220) has, we are aware, excited much observation and comment among our readers; but we cannot participate in the terms of condemnation which have been used respecting it. As we understand the report, there is no discrepancy between it and *Doe dem. Bartley* v. *Gray* (3 Ad. & El. 89), or *Lant* v. *Pearce* (8 Ad. & El. 248); and in this

we agree with two of our correspondents (*supra*, p. 311). The mistake has arisen from not considering the whole of the case of *Doe* v. *Gray*. That case only decided that the transfer-duty was not payable where the *ad val.* duty was payable and no new security added. It had, however, been paid; and Lord Denman, in giving judgment, said—Whether a common deed-stamp was also necessary under either of the Acts was immaterial to inquire; because the 1*l.* 15s. stamp erroneously put on was sufficient to cover that stamp, if necessary. In *Doe dem. Barnes* v. *Rowe* (4 B. N. C. 737), indeed, the Court of Common Pleas decided that where there was no new security, a common deed-stamp was unnecessary. But it is to be observed that they grounded their decision expressly upon *Doe dem. Bartley* v. *Gray*, which has been shewn not to decide the point. *Lant* v. *Pearce* decided clearly that the addition of other land did form a fresh security, and therefore required a deed-stamp; and in *Brown* v. *Pegg* conveyance of the fee was certainly a fresh security, and on this ground it could be supported. The effect of a mere covenant to pay the entire sum to the new mortgagee has not been expressly decided. We would refer to *Doe dem. Jarman* v. *Larder* (3 B. N. C. 92; 3 Scott, 107), and *Wroughton* v. *Turtle* (11 M. & W. 561), as calculated to throw some light upon the question. The inclination of our own opinion clearly is, that if there be no deed-stamp upon the document for any collateral purposes, the covenant to pay the entire sum would require one. This also is the view taken in the last edition of Jarman, by Sweet, vol. 5, 541. We may here appropriately insert the case of *Doe dem. Bowman* v. *Lewis* (3 Law T. 58, 13 L. J. 200, Ex.). A mortgage deed for 7,700*l.* which stated that a portion (110*l.*) had been advanced by the plaintiff to pay off a prior mortgagee, who by the deed conveyed to the plaintiff in fee the mortgaged premises, was held not to require a deed-stamp in addition to the *ad val.* stamp of 12*l.* It also stated that the plaintiff had paid 3,200*l.* to another mortgagee, who, in consideration thereof, conveyed the premises in fee to the plaintiff, and who also, by a separate instrument, assigned a term of 500 years for the further security of the plaintiff. It was held that the assignment stamp only, and no *ad val.* was necessary on this separate instrument.

Receipt.—A document in the following form was held to require a receipt-stamp:—"Mr. J. having rubbed off the sum of 72*l.* 3s. 9d. from his mortgage debt, being five quarters' rent of his house, I hereby discharge him the same rent to the 24th of June, 1841." (*Lucas* v. *Jones*, 3 Law T. 101; 13 L. J. 208, Q. B.; 8 Jur. 122.)

WARRANT OF ATTORNEY.

Attestation.—Practitioners in the country should observe the case of *Prior* v. *Swaine* (3 Law T. 79; 13 L. J. 214, Q. B.; 8 Jur. 123), and guard against the error there made. The attesting attorney was brother and *London agent* of the plaintiff's attorney, whom he charged with the costs connected with the preparation and execution of the warrant, and this was held an insufficient attestation, although he had been chosen by the defendant as his attorney.

Irregularity, waiver of.—Assignees stand in the same position as the bankrupt, and must therefore come early to set aside any irregularity, and where an irregular judgment on a warrant of attorney had been signed on the 6th of December, the defendant became bankrupt on the 18th, and assignees were appointed on the 3rd of January, who became acquainted with the judgment on the 16th, but did not apply until Easter Term, it was held that they were too late. (*Bate* v. *Lawrence*, 3 Law T. 103; 13 L. J. 147, C.P.) Indeed the Court were inclined to think that the delay from the 6th to the 18th would have barred the bankrupt, and consequently his assignees. (See *Weedon* v. *Garcia*, 2 D.N.S. 64.)

Judgment.—In our review of Hilary Term (2 Law T. 448), we pointed out that, according to the cases then decided, a warrant of attorney authorizing judgment as of a Term, did not authorize a judgment to be entered in vacation. It seems, however, that this rule so far admits of qualification, that under a warrant executed in vacation, and authorizing judgment to be signed as of the preceding Term, or of a subsequent one, judgment may be signed as of the Term first mentioned, as it was clearly within the terms of the contract, but not of any subsequent Term. (*Jervis* v. *South*, 3 Law T. 205, and the observations of Tindal, C. J. in *Cobbold* v. *Chitver*, 1 D. N. S. 726.)

WILL.

A devise to the use of children in fee then being minors, with a declaration at the will and desire of the testator, that his wife should have the use and occupation, or annual increase thereof, at her pleasure, during the minority of the children, gives to the wife an estate for years, and she can grant a lease thereof, which will pass to her executors and administrators, notwithstanding the insertion of the word "heirs" in the covenants of the lease, and it may be declared on as if the word "heirs" was omitted. (*Whittome* v. *Lamb*, 3 Law T. 104; 13 L. J. 205, Ex.)

THE PROPERTY LAWYER.

EXECUTION OF LEASING POWER.

The last part of *Meeson & Welsby's* Exchequer Reports contains a case of extreme interest to the Real Property Lawyer. It is that of RUTLAND v. DOE *dem.* WYTHE and OTHERS (Reported 12 Meeson & Welsby, 355).

This case was taken to the House of Lords in error from the Exchequer Chamber, and their lordships submitted a question to the judges, upon which the following important judgment was given.

The facts of the case were briefly these:—

Benoni Mallett, by his will, empowered a devisee for life to grant leases for any number of years, not exceeding twenty-one, "so as upon every such lease there were reserved and made payable during the continuance thereof, the best improved yearly rent that could reasonably be had for the same, without taking any sum or sums of money by way of fine or in respect of such lease or leases, and that in every such lease there should be contained a clause of re-entry for non-payment." In pursuance of this power a lease was made for twenty-one years from the 11th of October, 1833, reserving to the tenant for life and his assigns the yearly rent of 903*l.* by equal half-yearly payments, on the 6th of April and 11th of October, except the last half-year's rent, which was thereby reserved and agreed to be paid *on the first day of August next before the determination of the said term*, with a proviso for re-entry if rent unpaid for forty-two days next after any of the days whereon the same was reserved.

The question raised upon this was, whether the lease was a valid execution of the power.

It was held by the Lords (Lord *Lyndhurst*, C. Lord *Brougham*, and Lord *Campbell*, *Parke*, B. *Williams*, J. *Coleridge*, J. *Maule*, J. *Rolfe*, B and *Wightman*, J. affirming; *Tindal*, C. J. *Patteson*, J. and *Coltman*, J. dissenting), that the lease *was* a valid execution of the power, reversing the judgment of the Exchequer Chamber, and affirming that of the Court of Exchequer.

The learned judges delivered their opinions in these words:—

WIGHTMAN, J.—My lords, it appears to me that the lease set out in the special verdict is a good execution of the power of leasing contained in the will of Benoni Mallett. The power enables the devisee for life to grant leases for any number of years not exceeding twenty one, in possession, and not in reversion, remainder, or expectancy, "so as upon every such lease there be reserved and made payable during the continuance thereof the best improved yearly rent that can be had for the same, without taking any sum or sums of money by way of fine or income for or in respect of such lease or leases, and that in every such lease there be contained a clause of re-entry for non-payment of the rent reserved." The lease in question is for twenty-one years, from the 11th of October, 1833, yielding and paying to the tenant for life and his assigns during such part of the term as he shall live, and after his decease to the person entitled to the reversion, the yearly rent of 903*l.* by equal half-yearly payments, on the 6th of April and the 11th of October in every year, by equal portions, except the last half-year's rent, which was thereby reserved and agreed to be paid on the 1st day of August next before the determination of the said term, with a proviso for re-entry if the rent should be unpaid for forty-two days next after any of the days whereon the same was reserved. The jury have found that the rent reserved was the best improved yearly rent that could reasonably be had for the same, and the lease would appear to be in accordance with the terms of the power literally. It is a lease in possession for not more than twenty-one years; there is reserved and made payable, during the continuance of the lease, the best improved yearly rent; no sum of money appears to have been taken by way of fine or income for or in respect of the lease, and there is a clause of re-entry for non-payment of rent. As no point was taken upon the argument with respect to the clause for re-entry, I think it unnecessary to trouble your lordships with any observation with respect to it. But it is said, that the provision in the power, that the best yearly rent be reserved and made payable during the continuance of the lease, is not fulfilled by a yearly rent made payable in each year during the term for the whole of such year, but that the rent must be reserved equally throughout and during the continuance of the whole term and every part of the term, so that up to the last moment of the term rent should be payable by the tenant, and that, at whatever period of the year before its conclusion the remainderman might come into possession, he ought to be entitled to receive rent from the tenant for his subsequent occupation. Whatever arbitrary terms the grantor of the power may impose upon the party executing it, or however absurd or unreasonable they may appear to be, they must be fulfilled; as if it were required that the lease should be witnessed by persons of a particular stature, or written upon paper of a particular colour; but when the party by whom the power is to be executed is not restrained by the express terms of it, there are no conditions to be added by implication, except such as are necessary to give effect to the conditions that are expressed. In the present case, the rent reserved is a yearly rent payable in respect of the whole of each year, and is payable in each year: that fulfils the express conditions of the power. But it is contended, that there is an implied condition, for the benefit of the remainderman, that the rents should not only be made payable during the year, but proportionably during every part of the year, up to the last moment, lest the remainderman should by possibility find himself in possession of the estate at a period when all the rent for the current year has been paid up by the tenant; but do the express conditions of the power indicate that such an implied condition is necessary in order to carry them, or the testator's intentions to be gathered from them, into effect? The testator seems to have had no further regard to the interest of the remainderman, than that the estate should be let at the best yearly rent, and that no fine should be taken for the grant of the term generally, which would have the effect of reducing the yearly rent; but the times for the payment of the rent in each year he has left open to the discretion of the grantee of the power. Has, then, the grantee of the power exercised the discretion left to him, as to the times of payment of the rent in the year, in such a manner as to contravene the express conditions, or the intent of the testator to be gathered from them? The discretion is to be exercised by the grantor at the time he grants the lease for twenty-one years, and if it is to be restrained at all it must be by considerations of what, upon the whole, is most beneficial to both the parties, tenant for life and remainderman, for it is not to be assumed that the grantor had greater regard for the interest of the remainderman than of the tenant for life. There is an obvious advantage and convenience in making the last half-year's rent payable before the end of the term. The remedy by distress is preserved and made available at a period of the year very convenient for the landlord, and effect is given to the clause for re-entry; and if the remainderman came into possession at any period of the term before the 1st of August in the last year, he would derive great advantage from that mode of reservation; but the remainderman might possibly not come into possession until after the 1st of August in the last year, and from that time until the 11th of October there would be an interval during which no rent would be payable by the tenant. Without stopping to inquire whether the remainderman might or might not in such a case have some remedy against the representatives of the tenant for life, to recover his proportion of the last year's rent, it is obvious that the possibility of such a state of things could only be prevented by making the last half-year's rent payable at the end of the term, which would have the effect of depriving the landlord, whether tenant for life or remainderman, of the remedy by distress, a most important circumstance to be taken into consideration in determining the question, whether the reservation of the last half-year's rent in the manner in which it is reserved, is, or is not, most beneficial for both parties, upon a general view of their respective interests. But it is said, that, if once the principle of reserving the rent payable at any time of the year be admitted, it might have been made payable at the beginning of each year. I have already observed upon the extent to which the grantor of the power has thought it necessary by the terms of it to guard the interests of the remainderman, and it appears to me that such a reservation would be within the terms of the power. But it may be, though I am not prepared to say it would be, considered that such a reservation, though within the terms of the power, was in effect a fraud upon it. In the present case no fraud is suggested. It is agreed that the lease is a perfectly fair one; and the only question is, whether it is within the terms of the power. In the course of the argument, two cases were cited and relied upon by the defendant in error, both of which are distin-

guishable. In *Doe* v. *Giffard* (cited in 5 B. & Ald. 371), no rent at all was reserved for half a year of the term; the lease was for twenty-one years, and rent was reserved for twenty years and a half, under a power requiring the best yearly rent to be reserved: the lease, therefore, was clearly not according to the terms of the power. In the case of *Doe* v. *Morse* (2 C. & M. 247), (which was most relied upon), the power required that there should be reserved by half-yearly payments the best rent that could be obtained. The lease was to hold from the 4th of January; and the rent was made payable on the 1st of May and 29th of September. This, clearly, was not according to the power, which required the rent to be payable half-yearly. Mr. Baron Bayley, in giving his judgment upon that case says, "That cannot be considered the best yearly rent which is not reserved at the conclusion of the year;" but that very learned judge seems to have overlooked the disadvantage arising from inability to distrain at the conclusion of the term in such a case. These cases, which were cited to shew that the lease was not in conformity with the power, are clearly distinguishable; and as the reservation of the rent is within the terms of the power, and not in contravention of its spirit, or in fraud of the power, but affording an advantage to the landlord, whoever he might be, whether tenant for life or remainderman, which he would not have if the last half-year's rent were payable at the end of the last half-year of the term, it appears to me that the lease was well executed.

ROLFE, B.—My lords, in answer to your lordships' question put to the judges in this case, I have to state that, in my opinion, the lease of the 14th of October, 1833, is a valid execution of the leasing power given by the will of Benoni Mallett. The only restriction contained in the power, as to the compliance with which any doubt has been raised, is that which requires that to every lease there should be reserved and made payable during the continuance thereof the best and most improved yearly rent that could be reasonably had for the same, without taking any sum of money by way of fine or income in respect of such lease. The special verdict finds that the rent reserved was the best rent which could be reasonably obtained, and that it was reserved payable half-yearly by equal portions on the 6th of April and 11th of October in every year except the last half-year's rent of the term, which was made payable on the 1st of August instead of the 11th of October. The verdict further finds, that no fine or income was taken, unless the reserving of the last half-year's rent in August instead of October amounts to the taking of a fine or income within the meaning of the power. It would, as it seems to me, be a palpable abuse of language to speak of the reservation of the last half-year's rent in August instead of October as the taking of a sum of money by way of fine or income, when, in the first place, no sum of money whatever is taken, and, secondly, the whole clause has reference prospectively to something to be done at the end of the term, and not before its commencement. The only real question therefore, is, whether the mode in which the rent is reserved is warranted by the power. Now all which the power requires is, that the rent should be the best rent which could be obtained, that it should be reserved yearly, and that it should be payable during the whole term. The jury have expressly found that the rent is the best rent which could be obtained, and the only points to be considered, therefore, are, whether it is a rent reserved yearly, and whether it is payable during the whole term. It is clear, both on principle and authority, that a power to lease at a yearly rent is well complied with by the reservation of a rent payable half-yearly or quarterly. In other words, a rent does not cease to be a yearly rent, within the meaning of such a power, merely because it is made payable more than once a year. What is meant in such a power by the words "yearly rent" is, as I conceive, a rent payable in respect of each year of the tenancy, and payable in the year in respect of which it is reserved. Whether the rent be reserved on one or more days in the year, and whether it be made payable at the beginning, the middle, or the end of the year in respect of which it is reserved, it is still, as I conceive, a yearly rent, if it be payable on some ascertained day or days in every year as the equivalent for the occupation during that year. If this be so, the rent in this case is certainly a "yearly rent;" and I think it equally clear that it is a rent payable during the continuance of the term; for though after the 1st of August in the last year of the tenancy no sum of money will be actually paid, yet rent is by the lease made payable in respect of that period as well as of the rest of the term: and this, as I have already stated, is all which, in my opinion, the power requires. It is, however, contended, that, even admitting the lease to be framed in a manner which amounts to a literal compliance with the terms of the power, yet it is bad, as being a fraud on what was contemplated, and as defeating the manifest intention of the testator to protect the interest of the remainderman; for, it is said, if the tenant for life should die in the last year of the term between the 1st of August and the 11th of October, then during that period the remainderman would have no right of possession, and yet he would be entitled to no rent by way of equivalent, and this, it is said, could not have been what the testator meant. But this argument appears to me to be founded altogether on a fallacy. It assumes that the testator must have intended to give a protection to the remainderman, which, if the construction which I put on the words "yearly rent" is correct, he has not expressed. How are we to learn what benefits are intended for the remainderman, otherwise than by looking to the language of the will? He takes merely as a volunteer by the bounty of the testator. If the testator had desired that the rent should under all circumstances be made payable at the end of the year, he might have so provided. In the same way, he might have stipulated that the rent should be made payable once a year or twice a year, and not oftener, so as to secure to the party entitled in remainder the year's rent or half-year's rent falling due next after the death of the tenant for life. This, however, he has not done. He has imposed on the tenant for life the necessity of reserving the best yearly rent during the whole term, but at what days it should be made payable, and whether once or oftener, he has left to his discretion, considering him probably as the person best able to decide [illegible] be most expedient in regard [illegible] and knowing [illegible] that [illegible] reserved was the best [illegible] could be obtained, [illegible] interests of the remainderman could not be [illegible] prejudiced. In order to shew that [illegible] power it is necessary to look beyond the [illegible] words in which it is framed, the [illegible] case [illegible] put in argument [illegible] when the power required that [illegible] yearly rent should be reserved at some day in every year, then the power would be complied with by a reservation of the rent at the first day of every [illegible] of the [illegible] mode of letting [illegible] remainderman, and which the testator could not have contemplated. The case thus suggested [illegible] in the nature of a *reductio ad absurdum* [illegible] it was contended, can be [illegible] the present case which [illegible] a lease in which the rent [illegible] instead of at the end of every [illegible] could not have been contemplated by the [illegible] and therefore so neither can the present [illegible] not appear to me to be [illegible] the case [illegible] A lease in which each [illegible] the first day of the year would [illegible] found in the [illegible] probably could [illegible] reserved [illegible] obtained [illegible] power of [illegible] which in my opinion [illegible] the mode [illegible] so far from being [illegible] It is true that, in the [illegible] a person [illegible] a twenty [illegible] should happen to die within the two [illegible] months of the term, the [illegible] suggested might occur; but, on the other hand, in the far more probable event of the lessor dying at some earlier part of the term, the remainderman would have the benefit of the anticipated payment, and so acquire greater facility in obtaining the [illegible] half-year's rent. It only remains to [illegible] decided case is at variance with the [illegible] taken; and, on the contrary, there is [illegible] support. In *Doe* v. *Giffard* [illegible] the lease was held bad, not because the rent was payable before the last day of the year, but because it was not payable during the whole term. There was in that case one half-year in respect of which no rent was payable to any one; the term was to last one forty-two half-years, and there were to be [illegible] forty-one half yearly payments of rent. [illegible] was clearly contrary to the express [illegible] power. In *Doe* v. [illegible] (2 C. & M. [illegible]) Lyndhurst states the [illegible] in that case was held bad [illegible] required the rent to be made payable [illegible] half yearly payments, which must mean at equal [illegible] intervals, or, at all events, on days which [illegible] custom of the country were [illegible] intervals; whereas it was [illegible] intervals [illegible] and no evidence was given [illegible] were by the custom of the [illegible] half yearly days of payment. In *Doe* v. *Oldknow* (3 M. & Selw. 303), [illegible] *Watson* (5 B. & Ald. 363), the leases [illegible] and the dictum of Powell, J. in *Rex* v. *Weston* (Raym. 1198), assented to by Lord [illegible] express in favour of the present lease. On [illegible] therefore, I have to state, that, in my opinion, both on principle and authority, the lease of the 14th of December, 1833, is valid.

(*To be continued in our next.*)

LEGAL INTELLIGENCE

THE FEES OF THE ATTORNEY-GENERAL.

In the minutes of evidence taken before the Select Committee on the office of the Clerk of the Crown, in the present session, the Lord Chancellor was examined, and the following questions and answers passed as to the mode of remunerating the Attorney-general:—

"*Sir Thomas Wilde.*—A great many instruments are laid before the Attorney-general for signature?

"*The Lord Chancellor.*—I think there are.

"Is it necessary that the Attorney-general should place considerable reliance on the officer in respect of the form of those documents? Certainly; formerly the Attorney-general, in point of fact, signed those documents, on the responsibility of the officer, whose experience was much greater than his could be; unless he is made aware that there is any thing requiring his consideration, he takes for granted, coming from the officer, that they are correct, and signs them without hesitation.

"Is it not a mode of entitling the Attorney-general to a fee?—It is one of the numerous modes by which the Attorney-general becomes entitled to a fee. The Attorney-general's office would not be paid if he worked for every fee he received, for when he works he is very scantily paid by the public, not to the same extent, by a great deal, as he would be by private individuals.

"And for a great deal which he does, he is not paid at all?—Yes, there is a great deal for which he has no payment. I know that perfectly well."

It appears also, by Lord Eldon's "Life," that the Attorney-general is much better paid for private than for public business. We doubt both the justice and the policy of this.

FOREIGN OFFICE, JULY 19.—The Queen has been pleased to approve of Mr. Thomas W. Waldron, as Consul at Hong Kong for the United States of America.

The Queen has also been pleased to approve of Mr. Francis Morphy, as Consul in London for the Mexican Republic.

WHITEHALL, JULY 22.—The Lord Chancellor has appointed James Broff Byers, of Pembroke, in the county of Pembroke, gent. to be a Master Extraordinary in the High Court of Chancery.

COURT OF CHANCERY.—On Saturday a Government Bill was printed, to amend an Act of the 5th and 6th of the late King, which relates to the salary of the Clerk of the Crown in Chancery, and to make other provisions in respect of the said office. By the recited Act the salary of the Clerk of the Crown in Chancery was fixed at 700*l.* and it is now proposed to increase it to 1,000*l.* Clerks and other officers are to be entitled to superannuation. The deficiency in the fee fund to meet expenditure mentioned is to be paid out of the consolidated fund.—*Sunday Times.*

PROCLAMATION OF OUTLAWRY.—On Thursday, being county court-day, Hemp, the officer of the sheriff, made proclamation in the usual manner, and the following persons not answering, were declared outlaws, at the suit of their several creditors:—William Minton, — Bamford, H. T. Ryde, Thomas Read Kemp, John Charles Trevanion, George Clarke, Thomas Delahaye, — Chaunel, the Count de Tier, — Wright, William Pole Tilney Long Wellesley, William Pine, J. A. Stackpole, Gilbert Bolton, Anthony Elmsley, George Hawkins, Sarah Gregson, at the suit of two several creditors, William Walters, and [illegible] Francis Harrowby.

THE CONVICT DALMAS.—The public announcement that Dalmas was ordered to be transported for life excited no little sensation in the public mind, it being imagined that he was reprieved on the ground of insanity alone, and would forthwith be placed under proper restraint by being confined in a lunatic asylum. We are enabled to state, on good authority, that it was not wholly to the circumstance that there were grounds to imagine that the convict at times was subject to fits of insanity that the Government was induced to grant him a reprieve. There were other circumstances combined which induced the authorities at the Home-office to extend the clemency of the Crown to the prisoner. On a careful review of the evidence, which was purely of circumstantial character, it was considered that the connecting links were by no means of a strong corroborating nature, and that there was some discrepancy in the testimony of the witnesses adduced before the coroner, compared to that given before the magistrate at Wandsworth. Added to this, a strong recommendation to mercy was forwarded to the Home-office, signed by the whole of the jury who tried the prisoner. This recommendation was most powerfully backed by the friends of the convict, who stated, in a petition to the Home Secretary, that three of the witnesses were mistaken as to identity; that an unhappy prejudice was excited against the convict, owing to the dreadful crime of

which he was accused; and they, moreover, conceived that the evidence brought forward against the prisoner was not sufficiently clear to warrant a conviction, and the jury had taken a wrong view of the case. These circumstances, coupled with the medical opinion of Drs. Sutherland and Monro, induced Sir James Graham to recommend that the life of the convict be spared, on the condition that he be transported for life.—*Chronicle.*

Malta.—A rumour has been for some days in circulation, and is daily acquiring more consistency, that the Government proposes to provide our bar with an English President, and give to our country and fellow-citizens the support of an Attorney-General, also an Englishman. We have not heard of the motives which have led the Government to think an English President so very much needed. As to the necessity of an Attorney-General, it is premised that they now fully understand how indispensable it is that the Maltese should have an English civil authority to guarantee them in some degree, placed as they are under the power of a military man, and, on the other hand, in order that the Government may be supplied with a person fit to advise them occasionally, according to the spirit of the British laws. Moreover, the experience of the past and the present is sufficient to prove the necessity of such a measure; that an English Attorney-General, chosen in the mother country, can have more independence, and that, in fine, if we are to progress as British subjects towards British institutions, this measure would be greatly beneficial to the country, since one of the greatest blunders of the reform was the doing away with the English Attorney-General before the country was prepared for the change, and without the formation of any political authority, intrusted with civic guarantees.—*Malta paper.*

Will of Lord Rodney.—The will of the Right Hon. Lord Rodney, late of Berrington Hall, Hereford, has just been proved by the Right Hon. and Right Rev. Spencer Baron Rodney and the Hon. W. P. Rodney, the brothers of the deceased. The will is too voluminous (upwards of 16 sheets) to admit of giving anything like an abstract. He gives to his brothers respectively 400*l.* and 100*l.* each; to his nieces, godson, and butler, 100*l.* each; to his servants, one year's wages (if they have been in his service five years). The bulk of his property seems to be left amongst various branches of his family; and in bequeathing relics, &c. to friends and others, as tokens of his esteem, he particularly mentions "four brass cannons, taken by my grandfather from the Spaniards," which have long been objects of peculiar interest at Berrington Hall. He expresses a strong desire to be buried either at "Somerset, Hereford, Southampton, or Kensal Green Cemetery," but leaves the choice to his executors. The funeral he directs to be strictly private, and his coffin "to be carried on men's shoulders." The will is dated September 1843, and the personal property is sworn under 12,000*l.*—*Britannia.*

Will of the Earl of Lonsdale.—The will of the late Earl of Lonsdale has just been proved in Doctors' Commons, by the Right Hon. William, Earl of Lonsdale, the Hon. Henry Cecil Lowther (sons of the deceased), and Sir John Beckett. The deceased gives a very large portion of his property to his wife (who died in his lifetime). To his cousin, Mary Francis Thompson, 10,000*l.*; but by his codicil he revokes this legacy, and gives her an annuity of 1,000*l.* per annum instead. To his friend the Hon. G. O'Callaghan, 2,000*l.* By the codicil, to his son Cecil and family (in addition to the benefit they may receive by the will), 30,000*l.* His lordship observes, "My domestics and servants are so numerous that it would be next to impossible to name them separately;" and desires his executors to compensate them, leaving the amounts to their discretion. He desires to be buried at Lowther, in a "private manner." The will is very long, and dated in 1836. The personal property is sworn under the large sum of 100,000*l.*—*Britannia.*

Algerian Statistics.—The *Moniteur Algerien* of the 14th inst. publishes the following statistics relative to the European population in the different provinces of Algeria on the 31st of December, 1843:—There were at that period in the province of Algiers 20,791 French, 2,208 English and Malto-British, 11,065 Spanish and Portuguese, 2,955 Italians, 1,146 Germans, Swiss, and Belgians, 106 Russians, Poles, and Greeks. In the province of Constantine, 4,437 French, 2,796 English and Anglo-Maltese, 389 Spanish and Portuguese, 1,223 Italians, 265 Germans, Swiss, and Belgians. 25 Russians, Poles, and Greeks. In the province of Oran, 2,929 French, 303 English and Anglo-Maltese, 5,835 Spaniards, 816 Italians, 206 Germans, Swiss, and Belgians.

Railway Legislation in France. — The *Presse* says:—"All the peers and deputies who have co-operated in the formation of railway companies have, we are assured, given in their resignations." The *Patrie* doubts the truth of this statement, the Chamber of Peers not having yet sanctioned the amendment of M. Crémieux against deputies being connected with railroad companies.—*Galignani.*

CORRESPONDENCE.

QUARTER SESSIONS.

TO THE EDITOR OF THE LAW TIMES.

Sir,—I noticed with much pleasure the passage in the report of the Yorkshire Law Society, recommending an application, by the members of the Profession, to the authorities in their several neighbourhoods to advertise the days for holding the sessions in counties and boroughs in the Law Times.

There cannot be a doubt that the Yorkshire Society is right in its opinion that such a publication, in one medium seen by all the Profession, is extremely important. For my own part, I continually feel the want of some such means for ascertaining when sessions are to be held. A short time since, I had to go to try an appeal in a distant city. I had great difficulty in discovering when the sessions were to be held, so as to time my notices accordingly. The advertisement in the local newspapers does not answer the purpose, for it is not seen by persons at a distance, and it is hard that the Profession, who are most interested in these advertisements, should have no access to them.

Now that the pages of the Law Times offer so ready a means of circulating the notices in question among the entire class most concerned in them, I trust that the expense of a few shillings a year will not deter the magistrates in counties, and the recorders or town-councils in boroughs, from giving us this necessary information.

But, to assure them of its utility, I would recommend the attorneys in every town having a Quarter Sessions, and the *law societies in every county*, at the *next* sessions, to memorialize the authorities on the subject, assuring them of its utility, and requesting their assent.

It seems that the Yorkshire Society have already done this, and with success; and that fact might be stated in the memorial.

I am, Sir, your constant reader,

July 24, 1844. A Magistrate's Clerk.

P.S.—Could you not procure and present to us, in an accessible form, the standing orders of sessions in each of the counties? They vary so much, and are so difficult to be ascertained, that continual mistakes are now arising from accidental non-observance of them. They would form an invaluable addition to your very useful Appendix.

[Note by the Editor.—We thank our correspondent for his suggestion, and we will make immediate inquiry if the information he names can be procured. As it would be impracticable to publish the orders of all the counties together, would it not be sufficient to give them as we receive them? The Index would immediately refer the practitioner to any county whose rules he desires to learn. Are there any other documents which might usefully be included in the Appendix?]

STAMP ON TRANSFERS OF MORTGAGE.

TO THE EDITOR OF THE LAW TIMES.

Sir,—There is no doubt the decision of the Court of Queen's Bench in *Doe dem. Bartley* v. *Gray* has been greatly misunderstood by the Profession, as is in some measure shewn by the letters of several of your correspondents, which appear in the last two numbers of the Law Times. I refer particularly to those condemning the recent decision in *Brown* v. *Pegg*. Perhaps that decision could scarcely have been expected when the bias of the courts in favour of the subject in cases arising on the construction of the Stamp Acts is considered; nevertheless the argument that the last-named case is "insensate," or wholly at variance from its predecessors, is altogether without foundation. In considering these cases, it is important to observe the distinction between a thirty-five shilling deed-stamp when used as a *transfer duty* (under 3 Geo. 4, c. 117, s. 2) and when used as the stamp on a *further security* (under 55 Geo. 3, c. 184). Following the views adopted by your correspondents Mr. Edward Knocker, of Dover, and Outis, from Lincoln's-inn, which appear to be for the most part correct, I conceive the effect of the leading decisions on the question to stand thus:—

In *Doe dem. Bartley* v. *Gray*, the original mortgage was for a term of years, and by the transfer (on which a further sum was advanced) the term was assigned to attend the inheritance, and the fee granted to the mortgagee; the stamps were, first, an *ad valorem* duty in respect of the further advance, with the necessary progressive duties thereon, and, secondly, a thirty-five shilling deed-stamp. Held, that the latter was unnecessary in respect of the *transfer* (for which purpose it appears to have been originally impressed), and might, therefore, be applied to the *further security*, which it was contended the conveyance of the fee created, but that it was not requisite to decide whether such conveyance of the fee did, in fact, constitute a further security, the deed-stamp being sufficient to cover it.

Doe dem. Barnes v. *Rowe* followed, but did not go beyond the holding in *Doe dem.* v. *Gray*, that also being a transfer on the advance of a further sum, but not passing any greater estate or interest in the mortgaged property than that vested in the original mortgagee; but this case did not "settle the question left open in the prior case" (*Doe* v. *Gray*), or decide "that an *ad valorem* on the further sum was sufficient, *without any deed-stamp*," as suggested by Mr. Knocker, for the necessity of the deed-stamp as a *transfer duty* was negatived in *Doe* v. *Gray*, and the necessity of it as a duty *on a further security* did *not arise* either in that case or in *Doe dem. Barnes* v. *Rowe*.

In *Lant* v. *Pearce*, the thirty-five shilling duty was clearly rendered needful as on a deed of further security, because the transfer in that case included *further parcels* beyond those pledged by the original mortgage.

Up to this point, then, the question "What on the transfer of a mortgage would constitute a *further security* so as to render a thirty-five shilling stamp necessary, in addition to the *ad valorem* on the further advance (no new parcels being added)?" had not been settled. And this is the point decided in *Brown* v. *Pegg*. The original mortgage in that case appears to have been for a term of years. A further sum was advanced on the execution of the transfer, and the fee was also thereby conveyed to the new mortgagee, and the mortgagor covenanted for repayment of the whole sum; and on this a thirty-five shilling stamp is held to be requisite, as on a *further security* in respect of the conveyance of the fee, in addition to the *ad valorem* on the further advance. What share the addition of the fee and what the covenant for repayment respectively had in producing this decision, of course does not appear.

The question whether the new proviso and new covenant inserted in such a transfer might not be considered as rendering the deed-stamp requisite, as on a *further security*, had been previously mooted by Mr. Hayes, Mr. Coventry, and Mr. Jarman, and your correspondent, Mr. Knocker, also puts the query, "What is to be done in respect of a covenant where no new estate or further security (*i. e.* real security) is created?" That point was not raised in *Doe dem. Barnes* v. *Rowe*, but in *Doe dem. Jarman* v. *Larder* (3 Scott, 407), a construction was put upon the language of 55 Geo. 3, c. 184, sched. Part 1. title Mortgage, where the expressions used are very similar to those in 3 Geo. 4, c. 117, s. 2; and it was held in that case, that the stamp is in respect only of the *real* security created by the deed, '*where the land is made to bear an additional burden*,' without regard to the mere personal obligation created "by a dry covenant under seal of the party." And there appears no reason to suppose that a different result would be arrived at in the case of a covenant contained in the transfer of a mortgage; and if so, the deed-stamp would not be required in respect of the new covenant merely.

As in some way connected with this question, it may be remarked, that the marginal note to the case *Doe dem. Snell and Another* v. *Tom*, as reported in 12 L. J. N.S. 264, Q. B. is much calculated to mislead. That note states that "T. mortgaged land by lease and release to B. By a subsequent indenture of lease and release, between B. of the first part, T. of the second part, and S. of the third part, the mortgage was transferred to S., he advancing 150*l.* and a further sum of 70*l.* Held, that this deed was not liable to a stamp-duty as a fresh mortgage for the whole sum by *reason of the conveyance of the fee*, although B. had never executed the deed." And from this it would be inferred that the fee was first made part of the security on the execution of the transfer; but on perusing the report it will be seen that the fee was included in the original mortgage of 1819 (for all the earlier deeds are immaterial to the present question), and that the transferee, therefore, only took the same quantum of estate in the mortgaged property as the original mortgagee had in the first instance,—the effect of the addition of the fee on the execution of the transfer was not therefore a point raised, and is now for the first time decided in *Brown* v. *Pegg*.

I remain, Sir,

Your obedient servant,

Horatio Barnett.

SELECTIONS FROM CORRESPONDENCE.

A subscriber of age and experience writes us as follows on the subject of "Stamps on Mortgage Transfers:"—

My letter, which appeared in the Law Times of the 13th, and which you good-naturedly designated as "the commentary of a *subscriber of age and experience* in the Profession," had a practical end in view—namely, to obtain relief for myself and others of my conveyancing brethren from the state of uncertainty into which so many of us were confessedly thrown by the decision in the case of *Pegg* v. *Brown*, and which relief a friendly discussion by means of your valuable journal was so well calculated to afford. I suppose

it must be taken for granted, from that decision, that upon a transfer of mortgage, in which the mortgagor joins, and an additional sum is advanced, where a further estate in the same mortgaged lands is superadded—such as the fee simple after a term for years—a 35s. stamp must be used, in addition to the *ad valorem* on the advanced sum. Your correspondents, Mr. Knocker and Outis, both observe that Lord Denman, in the case of *Doe* v. *Gray*, declined to offer an opinion as to the necessity of a common deed-stamp, and therefore they say that the recent case of *Pegg* v. *Brown* does not militate against that case. Be it so; but I own that the reason which his lordship is made to assign for his abstinence in the case of *Doe* v. *Gray*, as reported in the Law Journal (K. B. 197, 1825), is to me perfectly unintelligible, viz.—"Whether *a common deed-stamp* was necessary, it is not necessary here to inquire, as here the *transfer-stamp erroneously put on* is sufficient to cover that." Now, the fact is, that the common deed-stamp and the transfer-stamp are perfectly *identical*, either being 35s. in amount, and neither having any distinguishing mark. The common deed-stamp is a mere nonentity as distinguished from the transfer-stamp; and then, if the latter be *erroneously* put on, it remains that there is no other stamp in being that could with propriety be substituted for it. I should suppose that this was the impression of the reporter in the case of *Doe* v. *Gray*, in 4 Neville & Manning, 719, the marginal note whereof is as follows:—"The transfer duty on mortgages is imposed only where no further sum is advanced. Where an additional sum is advanced, it is sufficient to pay the *ad valorem* duty on the sum advanced. *So where the original mortgage was for a term, and the second deed is a mortgage in fee*, and the term is assigned to secure the mortgage-money," certain it is that numbers of the Profession have adopted that opinion. I own that I have not the Reports at Large either of Neville & Manning or Adolphus & Ellis, to refer to; but I observe that Mr. Knocker refers to the Law Journal, from whence I have quoted. I suppose the two former reporters may throw a clearer light on the subject. But, as I have before said, "be it so," that this question is now settled, and that we shall do well in future, where a further estate in the premises is granted to a new mortgagee, to affix the deed-stamp, treating it, *quoad* this estate, as a new or further security. But I ask with your correspondent Mr. K. what is to be done in respect of the covenant for payment of the entire sum entered into by the mortgagor with the new mortgagee, when no further estate is granted? This is the question of far greatest importance, for I will venture to say it involves almost every case of transfer of mortgage where there is a further advance; and I trust, Sir, that, by your assistance, the subject will not be suffered to drop, until some understood practice is settled on the point.

Having trespassed thus far on your columns now, I must defer my answer to the questions which Mr. Argles puts to me respecting progressive duty and lease for a year stamp.

A SUFFOLK ATTORNEY makes the following complaint:—

I have often observed, with much satisfaction, your well-directed endeavours to exterminate the many practices and means of obtaining business, which, as beneath the dignity of a liberal Profession, have a direct tendency to prevent its restoration to its once high standard, and I hoped that, ere this, I should have found you touching upon a practice which I fear is daily becoming more prevalent with the attorneys of this county at least, if not elsewhere. You may possibly not be aware that there are many attorneys (and amongst them are to be found individuals, or members of firms, holding such appointments as coroner, undersheriff, &c. &c.) who are in the habit of regularly attending for a few hours on market-days at towns of considerable distance from their own residence, for the accommodation, as they allege, of their clients in the neighbourhood.

There is, indeed, and I believe there always has been, a class of practitioners, of whom one, at least, may generally be found hovering about in every town on market-days, and who, I will venture to say, a few years since, never expected his practice would be interrupted by the appearance of practitioners of a higher caste than himself. But I think no one will argue that, because the pettifogger sometimes succeeds in entrapping a client from a class above that of the horse-dealers and pig jobbers, the practitioner of acknowledged respectability is justified in resorting to the itinerant practice system as a means of protecting his connection from encroachments.

I will say nothing of the evils arising from the jealousy occasioned by the above practice, which is sometimes felt by the resident practitioners of the towns which are thus visited (for the itinerants are regarded by residents (and perhaps justly) with much of the same feeling as the fair sportsman looks upon the poacher); but I will rest my pretensions to notice entirely upon the *indecorum* and injurious effect of the system upon the *Profession, as such*, so far as regards its character in the public estimation. I need scarcely add that these remarks are made by me with a view to draw from your able pen something in the shape of a leading article upon the subject, should you agree with me in condemning the system.

To Readers and Correspondents.

H. J. B.—*Thanks. We hope the hint will be taken.*

ZETA'S *letter is referred to the reporter.*

R. B.'s *explanation relates to private matters, with which we cannot concern ourselves.*

A SUBSCRIBER'S ARTICLED CLERK.—*It is impossible to say when either of the works mentioned will be published.*

W. C.'s *communication has been referred to the reporter of the court to which it refers, and will very probably appear.*

TO SUBSCRIBERS.

A PORTFOLIO, *on a novel and convenient plan, for preserving the current numbers of the* LAW TIMES *for ready reference, may be had at the Office, or by order of any Bookseller in the country, price 5s. 6d.*

An Alphabetical Index to the Cases in the current Volume of the LAW TIMES *always lies at the Office for the purpose of Reference.*

NOTICE.

THE fourth part of the APPENDIX to the LAW TIMES, published this day, contains—

I. The completion of the Criminal Law Consolidation Bill.

II. Mr. STARKIE'S Digest of the Law relating to Gaming and Lotteries.

The Parts already published contain—

Part I.—1. Crime in England and Wales; 2. Crime in the Metropolis; 3. Report of the Tithe Commissioners; 4. Lord Brougham's Speech on the Codification of the Criminal Law; 5. The Criminal Law Consolidation Bill.

Part II.—The Criminal Law Consolidation Bill (continued).

Part III.—The same (continued).

N.B. This APPENDIX to the LAW TIMES is published occasionally, containing documents of value, but of too great length for the body of the Journal.

TO READERS ABROAD.

WE beg to state that we shall be glad to make an arrangement with a competent correspondent in the metropolis of each country in Europe, and also with one in each of our colonies, to supply any legal intelligence of general interest arising in their localities, such as the letter of our Paris correspondent published last week.

THE LAW TIMES.

SATURDAY, JULY 27, 1844.

THE DEBTORS AND CREDITORS BILL.

IT is as we had ventured to prophesy: the admirable measure of Lord COTTENHAM has been so maimed and disfigured by the secret committee which sat upon it up-stairs, that its own parent would find it difficult to recognize his offspring. Lord BROUGHAM has done his dirty work, or rather the dirty work of his employers, with good will, because it was upon a measure of a rival Law Reformer, of somewhat more repute than himself, and with success, because, however powerless for good, he is indubitably a master in mischief.

As we know something of the secret history of this most discreditable affair, which it is our purpose to proclaim, that the country may learn how "the farce of legislation," as it has been called, is conducted; to be intelligible, it will be necessary that we should recal to the memory of our readers the history of this memorable measure.

Early in the session, Lord COTTENHAM introduced into the House of Lords a Bill for the amendment of the Law of Debtor and Creditor, based in its main provisions upon the report of the Commissioners.

The great features of that measure were the total abolition of imprisonment for debt; a great extension of the remedies against the property of the debtor, and ample provisions for the punishment of improvidence and fraud. A copious analysis of the Bill was given in the LAW TIMES a few weeks ago, and thither we must refer the reader for the details.

The *principle* of the measure was this. Imprisonment for *debt* is wrong, because it punishes the innocent equally with the guilty, misfortune alike with fraud. Moreover, it is improvident, for it disables the honest man from exerting himself, while it removes from the rogue the stigma of a punishment to which the worthiest may be subjected in common with him.

The proper line of distinction was taken by Lord COTTENHAM. We will not punish the honest man, said his Bill, but we will punish the rogue more severely than now we can do. We will abolish imprisonment for *debt* altogether; neither honest man nor rogue shall be sent to jail at the will of a creditor; but if a debtor be shewn to have acted fraudulently in any shape, we will give him a smart imprisonment, not, however, for the *debt*, but for the *fraud*.

Do our readers recognize the distinction? Do they not see how admirably it solves the difficulty that has haunted so many minds as to the danger of abolishing imprisonment for debt, for then they thought there would be impunity for dishonesty? Not so—*that* would be more severely punished than ever.

But if imprisonment for debt was to be abolished, it was undoubtedly necessary, at the same time, to provide more ample remedies against the *property* of debtors.

These the Bill abundantly secured. Most stringent were the powers given by it; if the debtor had property, the Bill would certainly secure it for his creditors; *no* property was to be exempt; *mark this!*—land in all its shapes, and all interests in land, reversions and remainders however remote, were to pass to the creditors; it would have been impossible for any insolvent landowner, noble or ignoble, to keep his property and cheat his creditors,—wherever and whatever property there was, the creditors would get it, and the debtor was compellable to reveal his property to the Court or be imprisoned for *the fraud* of concealing it.

Does not a light begin already to gleam upon the reader's mind?

When this righteous measure was submitted to the House of Lords by its foster-father, its justice was so plain, its excellence so manifest, that not a voice was raised but in warm approval of it. The Lord Chancellor gave to it his earnest recommendation, and promised the aid of Government, and without a dissentient it was read a first time.

Throughout the country it met the same approval. The organ of public opinion, the Press, without distinction of party, was unanimous in applause.

Some weeks elapse and Lord COTTENHAM moves the second reading. The country expected that after what had occurred, it would pass unopposed, as a matter of course. But suddenly up rises a Marplot in the shape of Lord BROUGHAM, and submits another Bill of his own devising, a Bill inferior to its senior in all respects, a miserable make-shift of a Bill, evidently got up for the special purpose, and he offers it as a substitute for the excellent measure of Lord COTTENHAM.

Nothing that Lord Brougham does can surprise anybody; and at first it was thought by the audience that he was only playing one of his fantastic tricks, and using his Bill as a peg upon which to hang a speech.

But, to the amazement of all, he was seconded by the Lord Chancellor, the identical Lord Lyndhurst who had so warmly approved Lord Cottenham's Bill on its introduction, and even volunteered for it the aid of Government. He could not throw it overboard openly and at once—that would have been too barefaced; so he proposed to send both Bills to a committee to prepare a measure from out of them. So experienced a statesman as the Lord Chancellor could not but know that the certain effect of this would be to destroy both. But the ruse was successful, and a very large majority of the Lords, who had before unanimously approved the Bill, now voted for that which they well knew would destroy it. And to a committee they go together.

And most efficiently has the committee performed the work of mutilation for which it was appointed. Not a trace of the parent Bill remains—its entire principle is destroyed. Imprisonment for debt is abolished only for debts under 20*l.*; and all the stringent powers for the discovery and recovery of the *property* of debtors are swept away. The Bill is now a wretched abortion; a pretence of reform without the reality; *stat nominis umbra*.

And to complete the farce—if that can be so called which is a tragedy to so many unfortunate persons in whom the Lords had, by their unanimous approval of the original Bill, encouraged the hope of speedy release—the tool by whose agency the mischief has been done, Lord Brougham, now professes extreme sympathy for the imprisoned debtors, and implores their lordships to pass it this Session, as an act of mercy to them! His sympathy, all the while, being limited to 20*l.*

Such is the history, as it stands before the public—so far as appears upon the face of the affair.

But it must be obvious to everybody that there is something beneath the surface. Let us see if we cannot find a clue to the mystery. This we believe it to be: almost may we say, this it *is*.

There are certain noble lords (names are needless) whose estates are largely incumbered; nay, whose debts are such that if creditors could investigate, they would appear in a very sorry plight.

When Lord Cottenham's Bill came to be scrutinized, it was found that its remedies against the property of debtors were much too extensive to be altogether agreeable to those involved noblemen. But they could not, with any grace, abolish the remedy against the person without improving the remedy against the property and, rather than the latter should bring *them* within its clutches, they preserve the former, *to which they are not liable*.

By limiting the Bill to debtors under 20*l.* they effectually exempt themselves and all great debtors like themselves from its operation.

So, because some half-dozen noblemen are afraid of being obliged to render an account to their creditors and pay their debts, some thousands of innocent debtors are to be subjected to imprisonment; fraud is to continue to go unpunished, and all the creditors in the country are to be deprived of a proper remedy against the properties of their debtors!

We are not surprised that the noble dukes and marquisses, who are the secret movers of the opposition, should make use of their power for their own protection, nor are we very much surprised that the Lord Chancellor should sympathize with them and aid them even at the sacrifice of his consistency. But we *are* surprised that a majority of the peers, who are not insolvent, should have lent themselves to the proceeding we have described.

But what words can epithet the conduct of Lord Brougham for condescending to play the part of Marplot for them! Let "expressive silence arouse his"—shame!

VERULAM SOCIETY.

The first part of the *Cases in Real Property and Conveyancing* was published on Saturday last. It is hoped that this endeavour to give to the Profession, for the first time, in a collected and easily accessible form, all the cases as they occur upon that branch of the law in which a greater number of practitioners are interested than in any other, will be found of value in the chambers and office as a work to be studied as well as referred to. A member suggests that it would be made very complete by the addition of a digest of all similar cases in all the reports down to the date of the commencement of the Verulam Reports. If sufficiently supported, this might easily be accomplished, and it would, we should think, be comprised in a volume of moderate size, and, consequently, at the cost of a few shillings.

The first part of the *Criminal Law Reports* is almost ready.

A series of *Nisi Prius Reports*, carefully selected, has been recommended by many members as much wanted, and of which, at present, there is none. This suggestion will receive due consideration.

The following names have been added to the roll of members since the last publication. The number now nearly approaches to *six hundred*. A few more will permit the commencement of the text-books.

Read, R. Llanrwst, Denbighshire
Price, W. E. Torrington, Devon
Kidson, John, Sunderland
Brown, T. ditto
Potts, C. T. ditto
Shuckard, T. L. Wellingborough
Trappes, H. Chorley
Evans, J. Newtown
Edmunds, C. H. Pimlico
Holditch, R. Manchester
Mogg, J. F. G. J. Midsomer Norton
Wagstaffe, Son, and Marsh, Warrington
Terrell, James, Exeter
Mee and Bigsby, East Retford
Garland, John, Dorchester.

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

The Public Securities are again drooping. Consols have realized $99\frac{1}{8}$ to $99\frac{1}{4}$ for immediate transfer, and $99\frac{5}{8}$ to $\frac{1}{2}$ for the Account. The Commissioners have taken 10,000*l.* Reduced at $100\frac{3}{8}$. Exchequer Bills have been done at 78s. to 80s. premium; the New Three-and-a-Half per Cents. at $102\frac{3}{8}$ to $\frac{1}{8}$; the Reduced at $103\frac{3}{8}$ to 103; and the Three per Cents. at $100\frac{1}{2}$ to $\frac{1}{4}$. Bank Stock is marked at $199\frac{1}{4}$. Stock in general continues scarce.

The Foreign Securities are rather passive; and, as regards the South American Bonds, there is not much disposition to invest in them. The Committee meeting yesterday was not satisfactory, and Colombian have dropped to $13\frac{3}{4}$ $\frac{1}{2}$. Mexican are $36\frac{1}{8}$ to $\frac{3}{8}$ for the Actives, and $16\frac{1}{8}$ for the Deferred. Brazilian Bonds have been at $83\frac{1}{2}$ to 84. Portuguese Converted Stock is lower again, being $44\frac{1}{2}$ to $43\frac{3}{4}$. Russian are firm, at 120. Dutch Two-and-a-Half per Cents. obtain $61\frac{3}{8}$ to $\frac{1}{8}$. Spanish Three per Cents. continue nominally at $33\frac{3}{8}$.

The Railway Shares continue to evince considerable firmness, and there is a good business doing. Great Western are 30 to 31; Birmingham, 130; South-Western, $45\frac{3}{8}$ to $\frac{5}{8}$; and Birmingham and Gloucester, $5\frac{1}{2}$ to 8 premium. Brighton are $1\frac{1}{8}$ to $\frac{1}{4}$ discount.

Great Sale of Property in Somersetshire.—On Thursday and Friday, Mr. Harrill brought to the hammer, in the large room, at the White Lion, in this city, the manors of Chew Magna, North Elm, and Dundry, together with freehold estates, mansion houses, &c. at Chew Magna, Dundry, and Winford, the property of Mr. Harford, of the late firm of Harford, Davies, and Co. and sold by order of their assignees. The room was crowded even to a greater excess than when the Cleeve estates were offered on a recent occasion. The company was highly respectable, and included many capitalists, and a number of substantial yeomen and others from the neighbourhood in which the property is situated. There was, as a consequence, considerable competition, and every lot was cleared, at prices, in many instances, far above the sum estimated by valuers. The total proceeds amount to upwards of 54,000*l.*—*Bristol Journal*, July 20.

Public Sales.

By Messrs. CAFE and SON, at Garraway's.

A residence, No. 5, Euston-grove, Euston-square, held for $82\frac{1}{4}$ years at a ground-rent of 16*l.* per annum; let for 21 year from June 1838, at the yearly rent of 52*l.* 10s.—460*l.*

A ditto, No. 7, ditto—510*l.*

A ditto, No. 8, ditto—420*l.*

A residence, No. 5, Gower-street North, held for 84 years from Michaelmas 1843, at 10*l.* 10s. per annum; let for 21 years from Sept. 1843, at 53*l.* per annum—530*l.*

Five residences, situate and being Nos. 20 to 24, Broadley-terrace, Blandford-square, held of Lord Portman for 99 years from Michaelmas 1839, at a ground-rent of 5*l.* per annum for each house; offered in five lots, and produced 370*l.* for each house.

A house, No. 3, Laurie-terrace, New Cross, held for 61 years from Sept. 1839, at a ground-rent of 4*l.* per annum—250*l.*

A ditto, No. 7, held for the same term, at 5*l.* per annum—245*l.*

A ditto, No. 8, ditto—245*l.*

A ground-rent of 5*l.* per annum, arising from No. 18, Park-place, Islington; also, a ground-rent of 12*l.* 12s. per annum, arising from Nos. 19 and 20, held for 99 years from the 24th of July, 1810, at a peppercorn—350*l.*

By Messrs. BULLOCK.

One-fourth part or share of the freehold inn, the Black Horse, George-yard, Whitechapel, let at 60*l.* per annum; also, a contingent reversion to one-third of a like fourth of the same property, and to the rents arising from Nos. 44 and 45, Great Prescott-street, Goodman's-fields—160*l.*

A house, No. 8, Lloyd-street, Lloyd-square, Pentonville; held for 82 years from Christmas, 1829, at a ground-rent of 6*l.* 2s. 6d. per annum—700*l.*

The adjoining house, No. 6, let at 50*l.* per annum—620*l.*

A freehold house, No. 22, Lichfield-street, Soho—640*l.*

A freehold house adjoining—910*l.*

By Mr. LIVERMORE.

The Coopers' Arms free public-house, situate in Queen's-street, King's road, Chelsea, with large piece of ground in the rear; held for 14 years, at 40*l.* per annum—580*l.*

A residence, No. 13, Upper Robert-street, Chelsea; held for 80 years, at 5*l.* per annum—475*l.*

A ditto, No. 15, ditto—478*l.*

The absolute reversion, on the death of a gentleman aged 57, to one-fourth part of 9,650*l.* Consols; also, a contingent reversion to one-third part of a like reversionary fourth share of 9,650*l.*; also, the contingent reversion to one-fourth part of a freehold house, No. 68, Bishopsgate-street Without; also, the contingent reversion to one-fourth part of a moiety of 1,500*l.* Consols; and also, one-third part of a fourth share of 8,000*l.* Consols—910*l.*

The reversionary life estate and interest of one of the bankrupts, aged 25 years, after the death of his wife, aged 25 years, in like other shares, as comprised in the two preceding lots of all the said properties, viz.—one-fourth part of three freehold cottages at Stratford, Essex, let at 42*l.* 4s.; two freehold messuages, Nos. 13 and 14, Artillery-street, Bishopsgate-street, let at 80*l.* per annum; a ditto, No. 52, Bishopsgate-street Without, let at 48*l.* per annum; a freehold inn, the Queen's Arms, No. 381, Oxford-street, let at 52*l.* per annum; also, a rent-charge of 20*l.* per annum; also, one-fourth share of the profits arising from the following renewable leaseholds: a house, No. 93, Minories, and the Woolpack Inn, No. 94; also, the absolute reversion upon the death of a gentleman, aged 60 years, and his wife, aged 54 years, to one-eleventh part of 911*l.* 19s. New Three-and-a-Half per Cent. Annuities—160*l.*

A house, No. 21, Queen-street, Camden-town, let at 33*l.* 2s.; held for 70 years from September 1819, at 4*l.* per annum—180*l.*

By Messrs. FAREBROTHER, CLARK, and LYE, at Garraway's.

A family residence, with lawn and pleasure-grounds, coach-house and stabling, called North House, situate on the north side of Primrose-hill-road, overlooking the Regent's-park; let at 120*l.* per annum; held for 80 years, from Michaelmas 1823, at a rent of 25*l.* per annum—970*l.*

A cottage residence, No. 30, on the east side of the Avenue-road; let at 79*l.* 1s. per annum; held for $78\frac{1}{4}$ years, from Lady-day 1825, at a rent of 16*l.* per annum—700*l.*

A ditto, No. 29; let at 71*l.* 10s per annum; held for the same term as the preceding lot—700*l.*

A ditto, No. 28, on the east side of the Avenue-road; let at 84*l.* per annum; held the same as the two preceding lots—760*l.*

A family residence, No. 3, Avenue-road; let at 120*l.* per annum; held for 79 years, from Michaelmas 1824, at a rent of 40*l.* per annum—850*l.*

A ditto, No. 4, on the west side of the Avenue-road; let at 122*l.* per annum; held the same as the preceding lot—890*l.*

A ditto, No. 5, ditto—570*l.* A ditto, No. 6—660*l.*

A ditto, No. 7—710*l.* A ditto, No. 8—890*l.*

A detached residence, called Macclesfield House, situate No. 10, on the west side of the Avenue-road, let at 120*l.* per annum; held for 81 years from April 6, 1824, at a rent of 50*l.* per annum—700*l.*

A house, No. 11, held for 81 years from April 6, 1824, at a rent of 40*l.* per annum—600*l.*

A ditto, No. 12, ditto—610*l.*

THE REPORTS.

The following are the names of gentlemen who favour the Law Times with the Reports:—
PRIVY COUNCIL by William Paterson, Esq., of Gray's-inn, Barrister-at-Law.
HOUSE of LORDS by William Paterson, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by Richard Griffiths Welford, Esq., of the Inner Temple, Barrister-at-Law.
VICE-CHANCELLOR of ENGLAND'S COURT, by George Goldsmith, Esq., of the Middle Temple, Barrister-at-Law.
ROLLS COURT, by J. Macaulay, Esq., of the Inner Temple, Barrister-at-Law.
VICE-CHANCELLOR KNIGHT BRUCE'S COURT by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.
VICE-CHANCELLOR WIGRAM'S COURT by Henry Baker, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by James A. Foot, Esq., of the Middle Temple, Barrister-at-Law.
The COURT of COMMON PLEAS by Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law
The COURT of EXCHEQUER by John Bridge Aspinall, Esq., of the Middle Temple, Barrister-at-Law.
The BAIL COURT by T. W. Saunders, Esq., of the Middle Temple, Barrister-at-Law.
The EXCHEQUER CHAMBER by J. A. Foot, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by John W. Bittleston, Esq., of the Middle Temple.
ADMIRALTY COURT by John W. Bittleston, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.
BRISTOL DISTRICT COURT by J. Angus Homes, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES

CENTRAL CRIMINAL COURT, by B. C. Robinson, Esq., of the Middle Temple, Barrister-at-Law.
CROWN CASES (before all the Judges) by H. Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.
NORTHERN CIRCUIT, by James A. Foot, Esq., of the Middle Temple, Barrister-at-Law.
WESTERN CIRCUIT, by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.
OXFORD CIRCUIT, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.
NORFOLK CIRCUIT by Henry Mills, Esq., of the Middle Temple, Barrister-at-Law.
SITTINGS AT NISI PRIUS AFTER TERM, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law; and Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.
ELECTION COMMITTEES by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.
REGISTRATION COURTS, collected and edited by Edw. W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by Wm. St. Leger Babington, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Wednesday, July 24.

Re Langham, a Lunatic.

Practice in lunacy—Payment of sum found due on information.

Bacon, for the committee of the estate of Sir James Langham, a lunatic, supported a petition praying that the committee might be allowed to pay a sum of 500*l.* found due from the lunatic, in respect of a rent-charge of 80*l.* on the lunatic's estate. In 1668 the then Sir James Langham, the ancestor of the lunatic, had founded a school at Hillsborough, and endowed it by means of a rent-charge upon his real estates. That rent-charge had been allowed to run into arrear, and an information had been filed to enforce the rights of the charity. The sum of 500*l.* was found to be due from the lunatic, and the committee prayed to be allowed to pay that sum out of a fund in court.

Ordered.

Re Otte, a Lunatic.

Allowance—Costs of next of kin.

In this matter a sum of 16,000*l.* had accumulated in the hands of the lunatic's trustees, which had lately been brought into court to the credit of the lunacy. The committee now presented a petition, praying that the dividends might be paid to him, in part of the allowance to the lunatic.

Blunt, in support of the petition.—The next of kin had attended the inquisition, and the petition also prayed that the costs of the next of kin might be paid. These costs had been reserved on a former occasion when the petition had been mentioned.

Lloyd, for the next of kin, said his clients only attended by their solicitor, and the costs would not be heavy.

The Lord Chancellor.—I shall direct an inquiry as to the costs, and if they appear to be only such as are proper, the costs will be allowed. The order asked for may be drawn up up, unless stopped by my direction.

Re Williams, a Lunatic.

Lunatic trustee—Appointment of new trustee in the place of a lunatic trustee will not be made without a reference to the Master.

De Gex supported a petition, which prayed for the appointment of a new trustee in the place of the lunatic, and he asked that the order might be made without a previous reference to inquire whether the lunatic is a trustee within the meaning of the Act. Such orders had been made in two instances, and he referred to *Ex parte Rogers* and a subsequent case, both reported in the Law Times.

The Lord Chancellor.—I cannot make the order without a previous reference—it will be said that I have made three such orders, and then four—until the jurisdiction has been taken away from the commissioner and transferred to this court.

Usual order of reference made.

Re Vidal, a Lunatic.

Practice in lunacy—Reduction of income—Reference.

The lunatic's income consisted of dividends of a fund in court, and of rents, amounting altogether to 400*l.* a year. The income-tax had reduced the allowance by 20*l.* and the petition prayed that an order might be made for making up the allowance of the lunatic to the old amount out of the fund in court.

Freeling, in support of the petition.

The Lord Chancellor.—You may take the order without a reference.

Re Lockey, a Lunatic.

Practice in lunacy—Opposed petitions—Attachment against a defaulting committee of the estate.

Elmsley supported a petition which prayed for an attachment against the late committee of the estate, who had been discharged, and from whom a considerable balance had been reported due. By leave of the Lord Chancellor, obtained on petition, service of the petition and of the order for payment of the balance had been served upon the late committee's wife. It was admitted that the committee himself is out of the jurisdiction, and that he is not likely to return. The object of now obtaining an order for an attachment was, that every means which indicated the use of due diligence might be taken against the principal defaulter before proceedings were taken against his sureties.

No opposition was made to the order.

The Lord Chancellor.—Such a penal order cannot be taken as an unopposed petition. It must stand over, and come on amongst the opposed petitions in lunacy.

Re Horton, a Lunatic.

Costs in lunacy—Practice.

The administrator, with the will annexed of the lunatic, prayed that the costs incurred in the lunacy might be taxed and paid, including costs for the taxation and payment of which orders had been made in the lunatic's lifetime, but which had not been acted upon.

Turner, for the petition.

The Lord Chancellor.—If, on taking the accounts, it shall appear that all the previous orders for taxation and payment of costs have not be enacted upon, let those costs be taxed and paid, together with any other costs which have not been paid. An inquiry must be made who are the next of kin.

Re Cotton, a Lunatic.

Taking account of the estate of a deceased lunatic.

The lunatic in this case is dead, and the sole executrix had presented a petition for the transfer to herself of two sums of stock standing to the credit of the lunacy. The accounts had not been passed, but the executrix was absolutely entitled, and did not seek any account.

Ordered.

Re Scott, a Lunatic.

Allowance to lunatic—Reservation out of income.

Lloyd supported a petition which prayed the confirmation of the Commissioners' report on an inquiry which had been directed, whether an increased allowance should not be made to the lunatic, by reason of an increase of income. The former income had been 155*l.* which had been lately increased by the death of a relation to 224*l.* per annum. The commissioner had approved of the whole income being allowed.

The Lord Chancellor.—If you take all the income, what will remain for contingencies? How are the costs to be provided for? Take an order for the allowance of 210*l.* per annum, leaving 14*l.* of the income to meet contingencies; and from that surplus the present costs must be paid.

Re Jones, a Lunatic.

Conduct of a suit in which lunatic is engaged.

The petitioner was the executrix of the late committee of the estate of the lunatic, Mary Jones, by whom a suit had been instituted to recover property left by her grandfather. The Master had found, that it was expedient that the suit should be prosecuted, but that it might be compromised upon certain terms, and that the defendants should be required to make an offer. The defendants, however, were not prepared to make an offer, but threatened to dismiss the bill for want of prosecution.

There was also another suit, which was a suit for a specific performance commenced by the mother of the lunatic, in which a decree had been made; and all that remained to be done in that suit was to pay some costs which had been incurred. It was now sought that a reference should be made to inquire if the first suit ought to be proceeded with, and for other objects.

Heberden, for the petitioner.

The Lord Chancellor.—Who is to have the conduct of the reference?

J. Parker, for the committee of the estate, said his client ought to conduct the reference. The committee and the executrix of the deceased committee acted by different solicitors.

The Lord Chancellor.—The committee and the executrix of the former committee should unite. The committee is the proper person to conduct the reference. Some arrangement should be come to, so as not to add unnecessarily to the costs by the employment of two solicitors.

VICE-CHANCELLOR OF ENGLAND'S COURT.

Friday, May 31.

Allan *v.* Allan.

Demurrer for multifariousness and want of equity.

Between Agnes Allan, plaintiff (widow of the late William Allan, deceased), and Thomas Allan, of Sleighthouses, Joseph Allan, James Thomson, and Thomas Thomson (executors of Thomas Allan, of Harlow, deceased), Thomas Allan, of Fogorig, and Jean, his wife, Agnes Allan, spinster, and Sir William Burnett, defendants.

A testator, G. by his will, gave the residue of his property (after paying certain legacies), to be equally divided between his brother and his two sisters E. T. and M. A. the wife of T. A. of H., the shares of his sisters for their respective lives, and, at their decease, to their respective issue; to be equally divided between them.

M. A. the wife of T. A. of H. had issue four children, who survived the testator, one of them, J. died intestate, another, W. since deceased, the late husband of plaintiff, and two daughters, J. A. the wife of T. A. of F. and A. A. spinster.

T. A. of H. the father of W. in consideration of an alleged debt, had induced him (among other property) to assign over to him the whole of his share as one of the issue of M. A. in the estate of G.

T. A. of H. died, having appointed four executors, among whom were T. A. of S. and J. A.

The share of W. deceased, in the residuary estate of G. was invested by Sir W. B. the surviving executor of G. in his own name in the Government Funds.

T. A. of S. and J. A. as executors of T. A. of H. deceased, filed their bill against Sir W. B. and the plaintiff, together with all other parties interested in the estate of G. deceased, for the purpose of having the share of W. paid to them, and for carrying out the trusts of G.'s will. To this bill the plaintiff put in her answer.

The plaintiff, as administratrix of her deceased husband W. conceiving herself to be entitled to his share in the residue of G.'s estate, applied to Sir W. B. for the same, which he refused, on the ground of the assignment to T. A. of H. deceased.

The papers relating to W.'s claim having been taken possession of by T. A. of H. they, at his death, fell into the hands of his daughters J. A. the wife of T. A. of F. and A. A.

The plaintiff filed her bill against the representatives of T. A. of H., T. A. of F. and J. his wife and A. A.; also against the representative of the estate, for a discovery of the papers, &c. and for relief against the agreement between W. and his father, and for an account.

T. A. of F. and J. his wife and A. A. having put in a demurrer to this bill, Held, that the part of the bill which sought relief against the representatives of T. A. of H. in which the agreement between him and his son W. was prayed to be set aside, had nothing to do with the demurring defendants although they took shares in G.'s estate, and that as to them the bill was an original and not a cross bill, and they were not bound to answer.

Dr. John Gray, late of the Royal Hospital at Portsmouth, a physician in the Royal Navy, by his will having given an annuity to his servant, Mary West, and after making other bequests therein mentioned, directed the residue of his estate to be divided

into three equal parts, one-third of which he gave to his brother, Simon Gray, for his own use; another third to his sister, Elizabeth Thomson, for her separate use during her life, and after her decease to her lawful issue, equally to be divided; and as to the remaining one-third, he directed his executors to place it in the public funds for his sister Margaret, the wife of Thomas Allan, saddler, of Dunse, and her issue, and declared that the produce thereof should be paid to her during her natural life, to her separate use; and the testator directed that, after the decease of the said Margaret Allan, such one-third part should be equally divided among her lawful issue living at the time of her decease, to be divided between them, share and share alike, to take *per stirpes*, and not *per capita*. And the testator thereby appointed his brother, Simon Gray, his brother-in-law, John Thomson, Sir G. L. Tuthill, M.D. all of whom are since deceased, and Wm. Burnett, of Welbeck street, M.D. now Sir William Burnett, one of the defendants, the executors of his will.

The testator died in March 1826, without revoking or altering his will; and Sir Wm. Burnett is now his sole personal representative.

Simon Gray died on the 28th April, 1842; and the defendant, James Thomson, is his sole personal representative.

The testator's sister, Margaret Allan, named in his will, died on the 2nd of February, 1837, leaving four children only living at the time of her decease, viz. John Allan (since deceased), William Allan, the husband of the plaintiff (since also deceased), and Jean, now the wife of Thomas Allan, of Fogorig, and Agnes Allan, spinster, three of the defendants.

John Allan, being a domiciled resident in Scotland, died about the month of July 1837, intestate and a bachelor; and by the law of Scotland, the brothers and sisters of an intestate are entitled to succeed to his personal estate and effects, to the exclusion of the father; and he, therefore, left his brother, William Allan, and his sisters, Jean Allan and Agnes Allan, his sole next of kin him surviving; and letters of administration of his personal estate and effects were granted by the Prerogative Court of Canterbury to his father, Thomas Allan, of Harlow, who thereby became his sole legal personal representative.

William Allan, and his father, Thomas Allan, of Harlow, were joint occupants of a farm at Lumsdaine, in the county of Berwick, Scotland, for a term of twenty-one years from the year 1833 or 1834; but in consequence of certain pecuniary transactions and liabilities under which the father, Thomas Allan, was placed in favour of his son, an agreement was entered into between them, the effect of which was, that William Allan assigned over to his father "the whole share which belonged or might belong to him of the succession or legacy of the late Dr. John Gray, the uncle of him, the said William Allan, and of the executry or succession of his mother, the late Margaret Gray or Allan;" and he thereby assigned to the said Thomas Allan all right and interest which he had in the above-mentioned lease, together with the whole stock, crop, and implements of husbandry and other effects except his household furniture. By this same instrument Thomas Allan agreed to allow to his son William Allan, during the continuance of the lease, "an alimentary annuity of 100*l.* per annum, payable quarterly, to be payable either to W. Allan's receipt, or that of his then present wife, and to be strictly alimentary, and not attachable for the debts contracted or to be contracted by the said W. Allan. Dated the 12th day of May, 1841."

It was alleged that William Allan, the son, was of a weak and timid frame of mind, and one easily to be imposed upon, and that his signature to the paper-writing was obtained from him by his father, Thomas Allan, by intimidation and threats, and upon a misrepresentation of the account between him and his father, and that William never received any consideration for signing the paper, or if so, a consideration wholly inadequate, and that he signed it without any professional advice or assistance, and under a threat of being disinherited, and being sent to gaol for a small debt.

The plaintiff was not aware at the time that the paper-writing comprised any thing besides the lease of the farm, and that it was not until the death of W. Allan that she was informed of the exact purport of the agreement, so that the same comprehended his interest in the residue of the estate of Dr. John Gray, and his share in the succession to his mother Margaret Gray or Allan, as well as his interest in the lease and stock, and that she had heard Thomas Allan, of Harlow, make a promise to Wm. Allan to restore to him all when reproached by him concerning the above agreement, and that he repeated the same thing to others.

William Allan, the late husband of the plaintiff, died about the 30th of April, 1842, and letters of administration of his estate and effects were granted by the Prerogative Court of the Archbishop of Canterbury to the plaintiff, his widow, who is now his sole legal personal representative.

Thomas Allan, of Harlow (the father), was at the time of his death resident and domiciled in Scotland, and died in April 1843, but previous to his decease he executed a deed of trust and settlement in the Scotch form, which, according to the law of Scotland, is a testamentary instrument, and thereby vested the whole of his property of which he died possessed in the defendants, Thomas Allan, of Sleighthouses, Joseph Allan, of Quixwood, James Thomson, and Thomas Thomson, whom he constituted his executors. Letters of administration of his estate and effects in England were granted to the defendants Thomas Allan and Joseph Allan, who became his personal representatives in England. Letters of administration also of the estate and effects of John Allan, deceased, left unadministered by the father, Thomas Allan, of Harlow, were granted to the two last-named defendants.

The share of William Allan, deceased, of and in the residuary estate of the testator Dr. John Gray, was invested by Sir Wm. Burnett, in his own name, in the Parliamentary Stocks or funds of Great Britain, and has since that time been accumulated at interest by him, and is now in his hands.

About the 23rd of January, 1844, the defendants, Thomas Allan, of Sleighthouses, and Joseph Allan, exhibited their original bill against Sir Wm. Burnett, Agnes Allan, spinster, Thomas Allan, of Fogorig, and Jean, his wife (the last three being the demurring defendants hereto), James Thomson, Thomas Thomson, John Smith, and Jane, his wife, Mary West, and Agnes Allan (the plaintiff), as defendants thereto, thereby stating the will and death of John Gray, and (among other things) stating that Elizabeth Thomson, the sister of John Gray, named in his will, died in December 1839, leaving three children only, viz. James Thomson, Thomas Thomson, and Jane, the wife of John Smith, defendants thereto; and stating (among other things) the lease of the farm and premises at Lumsdaine, and that in the month of May 1841, Wm. Allan was indebted to his father, Thomas Allan, of Harlow, to a considerable amount, and therefore executed the before-mentioned instrument of assignment, and stating that the share of W. Allan in the residuary estate of the testator John Gray ought to be paid to the plaintiffs, as the personal representatives of Thomas Allan, of Harlow; it was thereby prayed (among other things), that the plaintiffs, as the personal representatives of Thomas Allan, of Harlow, deceased, were entitled to the share of William Allan, deceased, in the residuary estate of the testator, John Gray, deceased, and that the defendant, Sir Wm. Burnett, might be decreed to pay to the plaintiffs the share of W. Allan therein, then actually payable, and set apart, and accumulated at interest by him the said Sir Wm. Burnett, as in the bill was mentioned, and that all proper and necessary acts might be taken and directions given for effectuating the matters therein mentioned, and completing and carrying out the trusts of the will of the said John Gray, and that all proper and necessary directions might be given touching the costs of the suit, regard being had to the payments already made out of the residuary estate of the testator, John Gray. To this bill the plaintiff, Agnes Allan, appeared, and put in her answer.

It appears that Thomas Allan, of Harlow, frequently visited at the house of his son William, of Lumsdaine; and when the latter was confined to his bed in his last illness, in the beginning of 1842, his father constantly resided at Lumsdaine, and had access to the desk wherein William Allan kept his private papers, money, and other articles, and to his books and papers.

After the death of William Allan, the father took possession of the desk, and the remainder of his books and papers not being in the desk, and kept the key of the desk; and after the death of Thomas Allan, of Harlaw, his daughters—Jean, the wife of Thomas Allan, of Fogorig, and Agnes Allan, spinster (the demurring defendants hereto)—removed the desk to Dunse, together with its contents, comprising various papers and accounts, and other books, papers, and documents relating to matters before mentioned, and the general affairs of William Allan, and still retained the same; and by reason of these circumstances, she, the plaintiff, was in total ignorance of the state of accounts between her late husband and his father, Thomas Allan, of Harlow; and that she had not, up to the time of commencing the present suit, been furnished with an account of the particulars of the debt in the paper-writing alleged to be due from William Allan to Thomas Allan, the father; and that she believed that, upon a discovery of the several books, papers, &c. it would appear that, either no debt, or one of small amount, was due from William Allan to his said father, and one far inferior to that expressed in the paper-writing or agreement. Many applications were made to the parties to give up the desk to the plaintiff, with the contents and other papers, but without effect.

As administratrix of her late husband, William Allan, the plaintiff claimed to be entitled to one equal one-fourth part of the share of the residue of the testator, John Gray, bequeathed by his will in trust for Margaret Allan and her children, and also one equal third part of the share to which John Allan, deceased, was entitled in the residue.

Under these circumstances, she applied to Sir William Burnett, and required payment of these two several parts and the interest thereon, which was refused, on the ground of notice of the assignment of William's interest therein to his father, Thomas Allan, of Harlow, as hereinbefore stated. The bill therefore prayed that the defendants, Thomas Allan, of Sleighthouses, Joseph Allan, James Thomson, Thomas Thomson, Thomas Allan, of Fogorig, and Jean, his wife, Agnes Allan, spinster, and Sir William Burnett, might make a full and perfect discovery and disclosure of the several matters therein mentioned, and that the said Thomas Allan, of Sleighthouses, Joseph Allan, James Thomson, Thomas Thomson, Thomas Allan, of Fogorig, and Jean, his wife, and Agnes Allan, spinster, might set forth a full and true list and description of all and singular the books of accounts, &c. that related to all and singular or any of the transactions and dealings that passed between the said William Allan and Thomas Allan, of Harlow, in their respective lifetimes, and that the defendants, Thomas Allan, of Sleighthouses, Joseph Allan, James Thomson, Thomas Thomson, Thomas Allan, of Fogorig, and Jean his wife, and Agnes Allan, spinster, might produce and leave the same in the hands of the proper clerk of records and writs, for the plaintiff to inspect the same and take copies thereof as she should be advised; and that the said paper writing and alleged agreement might be declared to be void, and that the plaintiff, as administratrix of the said Wm. Allan, might be declared entitled to the share or shares of the said Wm. Allan of and in the residue of the said testator's personal estate and effects, or that if the Court should be of opinion that the said paper-writing and alleged agreement was not wholly void or inoperative, that an account might be taken of what, if any thing, was due from the said William Allan to his father, Thomas Allan, of Harlaw, at the time of the date of the said paper-writing and alleged agreement, and of what, if any thing, is now due from the plaintiff, as such representative as aforesaid, to the defendants, Thomas Allan, of Sleighthouses, and Joseph Allan, as such representatives as aforesaid, the plaintiff thereby offering to come to such account and to pay to them what, if any thing, should be found due on taking such accounts, and that she might thereupon be declared entitled to receive such share or shares of the said clear residue of the testator's personal estate and effects as should appear due to her as such personal representative of the said William Allan, exonerated and discharged from any claim upon the same founded upon or in respect of the said paper-writing and alleged agreement; and that the same might be decreed to be paid to her accordingly, and that for the above purposes all proper orders and directions might be given, and inquiries instituted.

To this bill Agnes Allan, spinster, Thomas Allan, of Fogorig, and Jean, his wife, put in a *demurrer* for multifariousness and want of equity.

Bethel and *Glass*, for the demurring defendants.—The bill is filed for the purpose of setting aside the agreement between William Allen and his father, and for taking an account. The defendants, for whom we appear, have nothing to do with the parties claiming restitution from the father or his representatives. If the bill is for an account of Dr. Gray's estate, then you must have all the parties interested in his will before the Court. Dr. Gray, by his will, divides his residuary estate into three equal parts; one-third he gives to his brother Simon, another third to his sister Elizabeth Thomson for life, and her issue, and the remaining third to his sister Margaret Allen, for life, and her issue; therefore the plaintiff would be entitled to one-twelfth. If this bill had been for an account of Dr. Gray's residuary estate, then the demurring defendants would be necessary parties. Now, Dr. Gray's estate has been administered; and there is no foundation upon the allegations contained in the bill to take an account of his property, neither have the demurring defendants any interest in the subject of the present suit; for, looking at all the passages in the bill wherein they are introduced, they only prove them to be at best but mere witnesses. In that part which states that Thomas Allan, of Sleighthouses, and Joseph Allan, filed their bill against the plaintiff and the other parties therein named,—now, that was clearly for an account of Dr. Gray's estate. But we are told that we have no right to demur, because this is a cross bill. Then, again, the bill charges that we are in possession of papers, and that we are in conjunction with other persons to keep the plaintiff from regaining them; but if the plaintiff complains of that, her remedy is at law. The bill is therefore directed to objects with which they have no interest whatever. But suppose we had, how could the plaintiff justify two distinct objects; i. e. to set aside an agreement and an account of Dr. Gray's estate, in which both persons and matters are so utterly at variance. Do we ever hear of bringing parties before the Court to save a contingency?

Wakefield and *Hubback* for the plaintiff.—Dr. Gray left the residue of his property in thirds. The suit arose out of an agreement between the father and son, in which the father takes advantage of him; as soon as William died, his widow claimed his property, with his residuary interest in Dr. Gray's estate. The executors of Thomas Allan, of Harlow, filed their bill

against Sir William Burnett and others. What claim had the father or his representatives to file a bill against the son or his representatives? Such a bill, however, is filed by the father's executors, which must fail altogether unless they can establish an agreement between Thomas Allan and his son. We resist the agreement. J. Allan is out of the question; his share is paid. The defendants state that we seek John's share—we seek no such thing; and if the demurring defendants are not necessary parties to this bill, they were not necessary parties to the other bill.—[The VICE-CHANCELLOR.—In order to defeat the claim of Thomas Allan and Joseph Allan, the executors of T. Allan of Harlow, you file a bill?] Yes, a cross bill. [The VICE-CHANCELLOR.—I cannot see how the demurring defendants make out any claim to T. Allen's interest.] They took the interest between them. [The VICE-CHANCELLOR.—Thomas and Joseph Allan were the representatives of T. Allan, of Harlow.] Yes, in this country. The defendants have an interest and have a right to be here, as interested in Dr. Gray's estate. [The VICE-CHANCELLOR.—When once the *corpus* of a fund is ascertained, the amount of each party is ascertained.] No. [The VICE-CHANCELLOR.—Yes; if a claim be made out of a given sum, the ascertained sum determines the parties' rights.] Why do they make the demurring defendants parties to this suit? Because they are interested in the suit. How can the Court set aside that agreement without the other children of Thos. Allen of Harlow? for in the other suit of *Allan* v. *Burnett* we cannot set aside the agreement. Now, in order to ascertain what is William's share, and the share of the rest of the children, they must have an account of Dr. Gray's estate. How, then, if they must be made parties to the former suit of *Allan* v. *Burnett*, why are they not to be made parties to this suit also? for unless an account be taken of Dr. Gray's estate, they cannot be paid. If this be looked at as if it were a purely original bill, then the demurring defendants ought to be parties to the record for an account of Dr. Gray's estate; for there is no allegation that Dr. Gray's estate has been ascertained, nor does it appear that the share of William has been ascertained. (Mitford, 81, 4th ed., *Deere* v. *Attorney-General*, 1 Yo. & Coll. 206.)

The VICE-CHANCELLOR.—The original bill was filed by the representatives of Thomas Allan, of Harlow, against the representatives of Dr. Gray and other parties interested under his will, including the demurring defendants hereto. That bill was founded upon the allegation that William Allan was indebted to his father, T. Allan, to a considerable amount; the share of William Allan in the residuary estate of Dr. Gray, assigned by him to his father, ought to be paid to them as the personal representatives of Thomas Allan, the father, against which assignment as a valid agreement it is now disputed in this cause; therefore, *primâ facie*, all persons interested in Dr. Gray's estate ought to be made parties; but the representatives of William went to impeach the transaction between William and his father. Now, although the demurring defendants are entitled to share in Dr. Gray's estate, they have nothing to do with William's estate; and if in that suit the bill had been filed for enforcing the agreement as between the plaintiffs and the representatives of William's estate, then Dr. Burnett might have demurred, as having no interest in respect of the claims of T. Allan's representatives and Wm. Allan's representatives. But this suit is the converse; for the bill is filed by William's representatives against Dr. Burnett and some of the defendants to the former suit; it is filed, not only against the plaintiffs to the original suit, but also against others who are not plaintiffs in that suit. As to the demurring defendants, therefore, it is not a cross suit, but an original one. *Demurrer allowed.*

ROLLS COURT.

Wednesday, July 10.

AMBROSE *v.* DUNMOW UNION.

Disputes respecting the compensation to be made to commissioners for examining witnesses in a cause are cognizable by a court of equity alone, of which they are the officers, and ought not to be made the subject-matter of litigation elsewhere.

This was a motion for an injunction by the plaintiffs, the assignees of William Ward, a bankrupt, against Messrs. Adcock and Cooper, commissioners for examining witnesses in the suit, to stay proceedings at law. The commissioners had been employed several days in examining witnesses, and a whole day in inspecting the Dunmow Union workhouse. After the depositions were returned, a dispute arose respecting the remuneration, the commissioners requiring three guineas a day and expenses, and the plaintiffs' solicitor offering two, which was refused. On the 22nd of April, 1844, notice of an action at law for the recovery of the remuneration claimed was given, but the writ of summons was not served till the 20th day of June. On the 18th of the same month a tender of the amount was made on the terms of the commissioners guaranteeing the repayment of the excess beyond what would be found to be the proper allowance. This offer was not accepted; and on the 26th judgment by default was taken out at law, which the judge agreed to set aside on an undertaking by the parties to try on the merits. Notice of this motion was then given, and it was now insisted by the plaintiffs that it was a case for this Court alone to decide, inasmuch as the commissioners were its officers; and by the other side, that they had a right to go to law, and if not, that the application was too late, and the jurisdiction at law conceded by agreeing to try on the merits.

Turner and *Walpole*, for the motion, cited *Blundell* v. *Gladstone* (9 Sim. 455); *Re Weaver* (2 Myl. & Cr. 441).

Roupell and *Rolt*, contrà.

The MASTER OF THE ROLLS had no doubt whatever about the jurisdiction. The commissioners were officers of this court, and by this Court alone should their remuneration be settled, and not elsewhere. No authorities were necessary: it was the ordinary practice of the court. The injunction must be granted, and a reference must be taken to the Master to ascertain what is due. Considering the delay in coming here, and the tender that was made, and that the notice of motion was not served till after judgment signed, let there be no costs on either side.

July 11, 12, *and* 15.

YOUNG *v.* WHITE.

WHITE *v.* YOUNG.

If a solicitor, who is employed by a vendor to sell his estate, act also for the purchaser, he is to be considered his solicitor in that transaction, though generally he employs another.

A purchaser in such a case should look to the authority of the agent, and if, before the authority to sell is actually given or the contract signed (though there may be something said about it), he advance money to the agent, which the latter converts to his own use, it will not be considered part payment of the purchase-money, even though the agent may have fraudulently represented it to be for his principal.

This suit arose out of the same series of fraudulent transactions as that stated in *Young* v. *Guy* (3 Law T. 260), and which it is unnecessary to repeat. In November, 1840, the plaintiff employed Rumsey to sell the Radnage estate, and a contract was entered into with the defendant on the 11th of the same month, for the purchase of the estate at 920*l.*, and 300*l.* was then advanced at the request of Rumsey, but which never came to the hands of the plaintiff. According to defendant's statement, Rumsey was authorized to sell the estate, and he had been in treaty with him long before the date of the contract, and had advanced various sums to him on plaintiff's account, but for one of these Rumsey had given as security his own promissory note, and a mortgage of the same Radnage estate made to him by the plaintiff for 200*l.* This mortgage-security he afterwards got back, and it is not now forthcoming. The plaintiff was informed by Rumsey that it was rescinded. Another of those sums was by a note of Rumsey, not produced by defendant, acknowledged to be borrowed from defendant for plaintiff's use. A deed of conveyance of the premises, dated 25th of March, 1841, was afterwards executed, and an indorsed receipt in full for the purchase-money was signed by the plaintiff, to whom Rumsey paid the balance of the purchase money, after deducting Erle's mortgage expenses, &c. The conveyance was a simple conveyance in fee, and took no notice of any incumbrance. The contract for the purchase contained no allusion to the sums alleged by the defendant to have been previously advanced by him. On the discovery of Rumsey's fraud, the plaintiff filed his bill for relief, and prayed the payment by the defendant of the 920*l.* purchase-money, except the said sum of 300*l.* and the sum of 35*l.* which were advanced after the contract, and were not disputed. The defendant filed a cross-bill to have specific performance of his contract, Erle's mortgage paid off by the vendor, and a conveyance in fee, free from incumbrances. Cases cited: *Pinnock* v. *Harrison* (3 Mees. & Welsby, 532); *Wyatt* v. *Lord Hertford* (3 East, 147); *Robinson* v. *Read* (9 B. & Cr. 449); *Coppin* v. *Coppin* (P. Wms.); Chitty on Bills.

Tierney and *Roundell Palmer*, for the plaintiff.

Kindersley and *Parry*, for the defendant.

The MASTER of the ROLLS (his Lordship stated the facts at length).—This is a case in which two innocent persons have placed confidence in a third, and a gross fraud having been committed, the question is, which of the two is to be the sufferer. The sums advanced by the defendant previous to the agreement were not noticed in it, and no money was paid at the execution of the conveyance. The only sums that can be considered as paid are those admitted; and the defendant cannot be permitted to set off Rumsey's debt to him against the purchase-money. The authority given by the vendor was not to that extent, and should have been examined by the purchaser. Rumsey must be considered the solicitor of the defendant in this transaction, though not usually employed by him. The plaintiff is entitled to the relief prayed on performing his part. The costs of both suits are to follow the event.

Monday, July 22.

LECKIE *v.* HOGBEN.

A testatrix being liable to the payment of an annuity to A for A's life, and being entitled to an annuity of the same amount for the life of B, which she applies in payment of the former, and being also entitled to a policy of assurance for the sum of 2,000l. on the life of B, makes the following codicil to her will:—"In the event of B dying before A, I direct my executors to pay A's annuity out of my estate, as they in their discretion may think fit. In the event of A dying before B, I give the annuity on B's life to C, he paying the premiums on the policy of 2,000l. and at the death of B, I give to C the 2,000l. also." C was one of her two residuary legatees. B died before A. Held, that C was not entitled to the 2,000l.

William Leckie died in 1824, in Surinam, having by his will bequeathed an annuity of 200*l.* to his brother, Remington Leckie, and one of 150*l.* to Jane Anne Gill, both to be secured on landed property in Great Britain; and he appointed his sister, Sophia Leckie, his residuary legatee and executrix in England. For the purpose of securing the 200*l.* Sophia Leckie purchased an annuity during the life of one Mrs. Fanny Burgess, charged on certain estates in the county of Kent, and to secure the 150*l.* she purchased certain leaseholds in Johnson's-court, Fleet-street. In 1828, previous to her marriage with John Penny, she assigned all her property, including that from her brother, to trustees, in trust for her separate use for life, and in case of her death in her husband's lifetime, and there being no children of the marriage, both which events happened, then in trust for such persons, &c. as she should appoint. In December 1834, by her will, she gave the interest of the money standing in the names of her trustees in the Bank of England (which included all her property but the securities for the annuities and the policy of assurance) to her husband for life, and then one moiety of the same to the plaintiff, James Henry Leckie, and the other to her niece, Anne Robinson, for life, and then to her children; and appointed the plaintiff, John Penny, and Henry Hogben, her executors. By a codicil to her will, dated Sept. 5, 1835, reciting most of the foregoing facts, and that on the death of Mrs. Burgess before Remington Leckie, the sum of 2,000*l.* would be recovered to her estate, she goes on to say:—"In the event of Mrs. Burgess dying before my brother R. Leckie, I direct my trustees to pay to him the annuity out of my estate as they in their discretion may think best. In the event of my brother, R. Leckie, dying before Mrs. Burgess, I give the annuity of 200*l.* for his life to my brother, Captain James Henry Leckie, he paying thereout 80*l.* 16s. 3d. premium on the policy of assurance; and on the death of Mrs. Burgess, I give to him the policy for 2,000*l.* On the death of Mrs. Gill, I give the leaseholds to Ann Robinson." The testatrix died in 1838, and Mrs. Burgess in 1842; R. Leckie is still living. The question was, whether James Henry Leckie was entitled to the policy as a particular bequest.

Pevers and *Wood*, for the plaintiff.

Kindersley and *Freeling*, for Mr. and Mrs. Robinson and their children.

Busk, for the executors.

Randall, for the trustees.

The MASTER of the ROLLS.—The will of this testatrix affected the property in the bank only; and this she has left in moieties, after the death of her husband, to the plaintiff and Mrs. Robinson; but whether she meant that there should be an equal division of that and the other property does not appear. She then begins her codicil by reciting how she has disposed of her property, &c., and by noticing that 2,000*l.* may be recovered to her estate; and proceeds to say "In the event," &c.—the clause which has raised this question. Two events are noticed; and in one of them there is a single proposition, and in the other two propositions. In one case, the annuity is to be provided for out of her estate, as the executors think proper; in the other, the 200*l.* annuity for the life of Mrs. Burgess is disposed of, and also the 2,000*l.* policy. In the case of Mrs. Gill, she assumes the leasehold to be of sufficient duration to provide for her annuity, and there is no necessity to provide for two events in her case. In the events which have happened, the plaintiff is not entitled to the policy; but as it was a very proper case to bring before the Court, all parties must have their costs out of the estate, the executors, &c. as between solicitor and client.

Monday, July 29.

MATTHIE *v.* EDWARDS.

"Injunction causes" in the 5th Order of April 1828, mean causes only in which the injunction depends on the exceptions: and, therefore, where an injunction is prayed by the bill, and an order for referring the exceptions is obtained before the expiration of eight days, it is irregular, and will be discharged upon motion.

In this cause exceptions were taken to the answer, for insufficiency, on the 1st of July, and on the 2nd an order of reference was obtained, and

Charles Hall now moved for its discharge, on the ground that the plaintiff was not at liberty, under the 5th Order of April 1828, to refer the exceptions, in any but an injunction cause, before the expiration of eight days from their being taken. The bill in this case prayed for an injunction, and this was not an injunction cause within the meaning of the Order, that is, a cause in which the injunction depends upon the exceptions. (*Parker* v. *Bull*, 4 Beav. 395.)

Kindersley, contrà.—The case cited does not apply, for there the plaintiff had obtained the common injunction, and it was dissolved.

The Master of the Rolls.—The order is irregular, and must be discharged.

Friday, July 31.

Harvey *v.* Mount.

Where a witness, who previously to his examination has made an affidavit as to the subject-matter thereof, and, on the examination, contradicts the affidavit in one particular, but has not the affidavit produced to him, it is not an objection to a commission to examine witnesses as to his credit in this court, though it would if he had been publicly examined.

Neither is it an objection that the affidavit was taken by the solicitor to the plaintiff of his own authority, though it is highly improper.

This case is reported in 3 Law T. 218, and the judgment on one of the three points raised is there given. It was a motion for a commission to examine witnesses as to the credit of one Charlotte Sangwell, and the grounds of objection to it were, first, that the practice of the court required the articles to be exhibited before the commission was moved for; secondly, that Charlotte Sangwell should have been cross-examined as to the document itself, and allowed an opportunity to explain; and, thirdly, that the affidavit was illegal.

The Master of the Rolls, after stating the facts of the case and the grounds of objection, said:—The regular course is, first, to file the exceptions, but the practice is not uniform; and I must follow the course sanctioned by Lord Eldon. As to the second objection, if the witness is publicly examined, then I think the document ought to be produced; but in this court, and as evidence is here taken privately, it is not necessary. As to the third ground I have much doubt. The conduct of the solicitor was highly improper; it was an attempt to entangle the conscience of the witness, and deserves reprobation. Under the circumstances, however, and it being very doubtful whether it had any effect on the depositions of the witness, I am not disposed to admit the objection. I must, therefore, grant the motion, giving the plaintiffs leave to examine witnesses as to the credit of Charlotte Sangwell, and also an opportunity of explaining as to the affidavit; and giving the defendants leave also to examine in support of her credit.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Friday, July 26.

Ward *v.* The Law Society.

Corporation—Power of majority—Destruction of charter.

Where a large majority of a corporation, the capital stock of which was held by the members, resolved to surrender their charter and obtain a new one for purposes dissimilar from those of the original charter, the Court, upon a bill being filed by a member, granted an injunction to restrain the surrender until the hearing of the cause.

This was a motion that the society and the agents and officers thereof might be restrained by the order and injunction of the Court from conveying, assigning, or making over the real and personal property of the society, or any part thereof, to any person or persons, upon and for the purposes mentioned in resolutions stated in the bill, and passed on the 22nd of August, 1843, or any of such purposes, or in any other manner in furtherance of the intention of the said society to surrender its existing charter, and from affixing the common seal of the society to any deed or instrument for that purpose; and from accepting a new charter, according to the draught mentioned in the bill, or otherwise inconsistent with the existing charter of the society. The society was incorporated by charter, dated Dec. 22, 1831, for the purpose of facilitating the acquisition of legal knowledge, and for the better and more conveniently carrying on the professional duties of the members. The capital of the society was to be a joint stock of 50,000*l.* in shares of 25*l.* each, and of any further sum not exceeding 25,000*l.*

Russell and *Parker* appeared in support of the motion.

The plaintiffs are two shareholders in the society, who, with others, sixteen in number, and holding twenty-two shares among them, disapproved of a resolution that had been come to by the whole of the other members, for remodelling the institution, and rendering it no longer a joint-stock society of proprietors, but a corporation in its former signification, and similar to the universities and other learned bodies." That majority consisted of 1,300 members, holding among them 1,301 shares in the property of the society, and they proposed a new charter, by which it was to be recited, that "whereas it is expedient that the constitution of the society should be so modified as that the members thereof should not possess any individual right of property in its capital or possessions, rents or income, but that the whole capital and possessions and the rents and income thereof should be applicable to the general purposes of the society, in promoting professional improvement, and facilitating the acquisition of legal knowledge." It was proposed that the charter should incorporate all the present members and "all such other persons, being attorneys, &c. as shall from time to time be elected members of the society, in manner to be directed," without any limit as to number. This intended charter was the subject of the resolutions referred to in the notice of motion, and the draught of it, somewhat modified from the original, was the one also referred to in that motion.

Wigram and *Adams* opposed the motion, on the ground that the vast majority had a right to do that which they proposed,—that it was incident to a corporation that the majority might bind the minority. Even supposing there were any doubt as to the power of the Crown to grant a new charter, still Parliament could give the authority, and the great majority of members ought not to be driven to that expense by the caprice of so small a minority. The honourable motive of the majority was to raise the professional character of the members in public estimation, by converting a joint-stock company into a corporation, having no means of making a profit of their shares. They had the sanction of some of the highest authorities in the country for the course they pursued, and the purity of their motives would be best proved by the fact that, though they might have made dividends of the profits, they had abstained from doing so, but had invested the profits either in property for the use of the society, such as land, books, &c. or in the funds, for the further advancement of its beneficial purposes. The Court had asked why the members who had so acted feared to keep open an inducement to take the profits? To that it was replied that, although the members were conscious of their own purity and honour, they wished to inspire a limitless confidence on the part of the public, by shewing that they were not only proof against temptation when it existed, but that they wished to remove the possibility of temptation hereafter. Whatever the minority, small as it was, in any reasonable way wished done, the majority were willing to comply with; but nothing short of leaving the society a joint-stock company for profit of the members would suit the few who dissented. The bill was filed for the protection of the individual rights of the plaintiffs, and not for the general benefit of the subscribers and members. So great, indeed, had been the supposition that the new charter as proposed would be granted, that the registrar of the society had been appointed the receiver of certain fees on the admission of attorneys and solicitors, a circumstance that would never have happened had that officer been supposed always to remain the member of a joint-stock society, having a profit in its shares. The motion ought to be refused.

His Honour said, that the society consisted of certain gentlemen associated together for the purpose of affording "facilities for the convenient discharge of professional duties" of its members, besides the purposes of acquiring legal knowledge. For such purposes they obtained a charter from the Crown, and by the 17th clause the committee of management had power to do all acts fitting to be done, "in order to carry into full operation and effect the object and purposes of the said society, so always that the same be not inconsistent with or repugnant to the provisions of this our charter, or any existing bye-law, ordinance, or regulation, made, ordered, or agreed upon at any general meeting of the said society, or the laws and statutes of this our realm." Now, it was impossible to conceive any thing more repugnant, whether to a body natural or corporate, than death, whether that death were natural or civil; and nothing appeared more inconsistent with the existence of the society than any act which could in itself annihilate it. The law of the country allowed of the existence of corporations—the law of the country allowed the subjects of the realm to obtain property in such corporations—and his Honour could see no principle either of law or equity by which property so acquired with the sanction of the law could be taken from the owner without his free consent. Little was said in the charter as to the custody of the common seal, or by whom it could be affixed, but it surely could not be used by any members for the destruction of the corporation without the consent of those interested; the more especially as the purposes to which it was now proposed to be applied were wholly foreign to the purposes of the original institution of the society. The difference between the two expressions "convenient discharge of professional duties," and "promotion of professional improvement" was plain and obvious. As at present constituted, the number of members could never exceed 2,000, and in all probability never would reach 2,000, whereas in the new society the numbers would be indefinite. Could such a course be permitted to be taken by a body of gentlemen, however respectable, however honourable, actuated by motives however pure and disinterested? His Honour thought not; and he was free to say that the gentlemen now proposing to do the act in question were most honourable, and he believed actuated by the purest and best of motives. When a party had a clear right to refuse his assent to the course proposed, the Court was asked to permit the act to be done before the hearing. Without pronouncing any opinion on the power to grant a new charter, his Honour thought that his course was plainly proper, and simply unavoidable—to grant the injunction until the hearing, or until further order, without prejudice to any question.

COURT OF EXCHEQUER.

Saturday, July 6.

Chappel *v.* Cooper.

A man dies insolvent, leaving an infant wife: Held, that his reasonable funeral expenses are necessaries for which she may bind herself.

Byles, Serjt. and *J. Gray* shewed cause against a rule, obtained by *Barstow*, to set aside the verdict found for the plaintiff, and to enter the same for the defendant, pursuant to leave reserved at the trial.

The action was debt for work and labour, goods sold, &c. *Plea*, infancy. *Replication*, necessaries; upon which issue was joined. At the trial before Gurney, B. it appeared that the plaintiff was an undertaker, and that he had been called in by the defendant to conduct the funeral of her late husband, who had died leaving no property. It was contended at the trial, on the part of the defendant, that the husband's funeral expenses were not legal necessaries for the infant wife.

Gurney, B. directed the jury to find a verdict for so much of the amount claimed as they thought reasonable, having respect to the condition in life of the deceased.

The jury, accordingly, having reduced the bill considerably, found for the plaintiff for the balance, and leave was reserved for the defendant to move, and this rule was obtained accordingly.

For the plaintiff it was contended that the legal meaning of the word "necessaries" is not merely bodily sustenance or clothing for the infant's person, but extends to the support of members of his family. (*Turner* v. *Trisby*, 1 Strange, 168.) Necessaries for an infant wife are necessaries for himself; though, if they are provided in order for the marriage, he is not chargeable, though she use them afterwards.

Alderson, B.—That is, it is not necessary for him to be married, but being married, his wife must be clothed.

Byles, Serjt.—*Hand* v. *Suney* (8 T. R. 578) lays down the same principle in effect. In that case the infant was a captain in the army, and was held liable for clothes furnished for the use of his servant. An infant is also liable for necessaries for his lawful children supplied on his credit. (Chitty Contr. 143; Fonbl. Equity, 5th ed. 73.) Suppose the case of an infant mother. The law would impose upon her the necessity of providing food and clothing for her child, and in case of neglect, might even hold her guilty of murder. Surely the law would not refuse her the means of obtaining such things in a lawful manner. Such a case shews that the word necessaries cannot mean things merely for the personal use of the infant.

Alderson, B.—Supposing that it extends to the *personæ conjunctæ* of the infant, can the dead body of the husband be said to retain that relation to the wife? During his life, she was liable for nothing, and, therefore, no part of her liability could by possibility arise until after the death of the *persona conjuncta*.

Byles, Serjt.—Even supposing the body to be that of a stranger. If the infant were under some disability to leave the room, would it not be necessary to have it removed? In this case, she is either to remain and be poisoned, or she is to break every moral obligation by leaving her husband's body unburied, or she must be allowed to pledge her credit. Lodgings were necessary for her. Suppose her to have no other roof; must she not have had the body removed? It is submitted that at all events there was a moral obligation upon the defendant to perform the last rites decently. Your lordships will surely not say that the body of the husband claims nothing from the duty or affection of the wife? Such a doctrine would outrage humanity. There is also another ground upon which the law will hold this expense to be necessary for this defendant. She was in possession after the death of her husband of these apartments, and the law would throw upon the occupier of a tenement the burden of burying the body of any person dying therein without the means of interment. It would be an ecclesiastical offence to neglect it, or a *mandamus* would lie to compel her to do it. *Reg.* v. *Stuart and Another* (4 Per. & Dav. 349); also citing

Coates v. *Wilson* (5 Esp.); *Peters* v. *Fleming* (6 M. & W. 42.)

Crowder, Q.C. and *Barstow*, contrà.—In all the cases cited on the other side, the principle of what may be necessaries is admitted, and it is a mere question of degree. In this case, a new principle is sought to be established. Necessaries for a child or for a wife are equivalent to necessaries for the person of the father or husband; but it is now said, that although a person is not liable for a single thing for her husband during his life, she becomes liable for him at the very moment when separated from him. As to the physical necessity of removing the body because of the unpleasant results which would follow its remaining, in order to make that necessity bear upon the respondent more than upon any other person, it must appear, which it does not, that she had no other roof to go to. If the doctrine of moral obligation is suffered to prevail, where is it to stop? Suppose a child left in the house, and plenty of other children who were not there; and suppose even that one of those other children was entitled to the property, the moral obligation would still be said to attach to the child on the spot. There is, perhaps, a moral obligation on a child to pay his father's debts, but surely an infant could not bind himself for that purpose.

ROLFE, B.—It is not matter of necessity that debts should be paid by any one, but it is necessary that this body should be buried by some one.

ALDERSON, B.—In *Reg.* v. *Stuart*, it seems to be assumed that the funeral is a right on the part of the dead man. I am not prepared to say that the body can be said to have any rights at all.

The Court took time to consider, and judgment was this day delivered by

PARKE, B.—A number of cases were ingeniously suggested by the counsel for the plaintiff in which these expenses might be necessaries, as, for instance, if the defendant were sick, and had no other room. It is sufficient for the purposes of this argument to say, that no such special circumstances exist here. Things necessary are those without which the infant cannot reasonably exist. Instruction for the mind has been held to be as much necessary as support for the body. Attendance, also, may be a necessary. When once it has been established that a particular class of things may be necessary, the rest must depend on the station of the infant, but it must always be first made out that the articles belong to some class which may be within the legal definition of necessaries. Articles of mere luxury are always excluded, though luxurious necessaries are sometimes allowed. This principle alone would not decide this case. An infant is allowed by law to make a contract of marriage. A contract for necessaries to an infant's wife or children is used by Lord Bacon as an illustration of the law on this subject. There are many authorities which lay down that Christian burial is a part of a man's own rights. An infant husband could contract for the Christian burial of his wife or children as *personæ conjunctæ*. Then the question arises whether there is any distinction between an infant husband and an infant widow. If the husband can so contract, it is because the burial of his *persona conjuncta* is a personal benefit to him. If so, we do not see why a different rule should prevail in the case of the wife. It may be observed, that as the ground of our decision arises out of the previous contract of marriage, it does not follow that other relations would be liable. *Rule discharged.*

MARQUIS OF BUTE v. THOMPSON.

In this case the Court intimated that they had decided, but they understood that the parties wished to arrange the matter, and that no judgment should be delivered, when a person present in court said that he had a case pending which had been ordered to stand over to abide the judgment in this case, when the Court said he was entitled to their judgment, which they merely stated would be for the plaintiff in both cases. Judgment will be delivered at length next term.

STOKES v. SAVAGE.

In this case which involved a mass of facts,

Judgment for plantiff.

Bankrupt and Insolvent Courts.

COURT OF REVIEW.

July 16, 20, *and* 23.

Ex parte MAXWELL, *re* BRETTAGH.

Petition to supersede a fiat—Length of time.

Where a fiat, dated 28th of March, 1842, *was afterwards duly prosecuted, and in June* 1844, *before the bankrupt had obtained his certificate, a petition was presented by a creditor who had not proved, seeking to annul the fiat, on the ground of legal invalidity, it was held that the petition was presented too late.*

This was a petition by a creditor who had not proved, to annul the fiat, on the ground of legal invalidity. The fiat was dated on the 28th of March, 1842, and adjudication was made on the 6th of June following. On the 20th of June, 1842, assignees were chosen, and on the 19th of July in the same year, the bankrupt surrendered, and passed his last examination on the 3rd of November, 1842. The bankrupt had not obtained his certificate. This petition was presented in June last. A preliminary objection was taken to the hearing it, on account of the length of time which had elapsed since the bankruptcy, and the case stood over for the purpose of searching for precedents upon the subject.

Swanson and *Torrigno*, for the petition, cited *Ex parte Crowder* (2 Rose, 324); *Ex parte Cutten* (Buck, 68); *Ex parte Levi* (Buck, 75); *Ex parte Wyatt* (1 Mont. & Ayr. 405); *Ex parte Bonsor* (2 Rose, 61); *Ex parte Moule* (14 Ves. 602). From the Registrar's Book the following cases were cited:—*Re Bass* (Order Book, 1819-20, No. 154, p. 14), where the order was made upon the petition of the bankrupt presented on the 12th of May, 1818, the commission bearing date the 24th of February, 1816; and *Re Henry Cooper* (Order Book, 1820, No. 156, p. 258), where the commission, dated the 24th of January, 1815, was superseded upon the petition of the bankrupt, presented the 10th July, 1820.

Russell, for the respondents, was not heard.

The CHIEF JUDGE said, that he assumed that the evidence of the legal requisites was insufficient, and that the materials on the proceedings were insufficient, and that the question was, whether the party had come within time. It had been said, that there was no authority restricting the time for complaint when a bankrupt had not obtained his certificate; and it had been urged, that Lord Eldon had held that such applications were within time if not postponed for more than three or four years. He was not satisfied that Lord Eldon had so held; but if he had, it was before 1825; and it did not follow that he would have so held in the present state of administration in bankruptcy. This was a case for the discretion of the Court. Here all the requisite proceedings were as long since as June 1842; and in June 1844 this petition was presented by a simple contract creditor, whose right was not defeated, as there was no certificate. There had been no sufficient reason for the delay, and irreparable mischief might arise from interference.

Sir GEORGE ROSE concurred with him, that the applicant came too late, and that the petition ought to be dismissed.

Monday, July 29.

Ex parte GIBBS.—*Re* GIBBS.

Bankrupt's Examination—Discretion of the Commissioner.

Where, upon the examination of a bankrupt, a statement unsatisfactory to the Commissioner was made by the bankrupt as to the destruction of a certain book, and the Commissioner declined to proceed with the examination until the book was produced, the Court, upon the petition of the bankrupt, directed that the examination should be proceeded with, without prejudice to the matters in issue.

This was a petition presented by the bankrupt, praying that the Commissioner might be directed to proceed with the examination of the bankrupt. In 1823, Gibbs and his partner Howard had been made bankrupts, and in March 1843 Gibbs became bankrupt again. In January last, the petitioner was examined concerning a certain vellum book with a lock, and the petitioner then admitted, that some years since he had such a book, but he stated that it was destroyed by him in the year 1831. In opposition to this statement, three of the bankrupt's clerks swore that they had seen this book in the bankrupt's possession within a twelvemonth of the last bankruptcy. The Commissioner then declined to proceed with the examination until the book was produced.

Swanston, *Russell*, and *Montague* for the petitioner.

Cooper and *Bacon*, for the assignees, argued that some improper conduct must be shewn on the part of the commissioner to justify the interference with his discretion. (*Ex parte Perkins*, 1 Mont. & Ayr. 524.)

The CHIEF JUDGE.—It seems to me that good may be done, and that no harm can arise, if I allow that in substance to be done which in substance has been asked. I shall, therefore, direct the assignees to proceed before the commissioner with the examination and investigation of the bankrupt's accounts, and the further examination of the bankrupt, for and in all such respects as the same can be done under existing circumstances, without prejudice to any question whether the bankrupt's answers have or have not been hitherto satisfactory or sufficient, and without prejudice to any question as to the existence or non-existence of the book or books alleged to be existing. Let the commissioner be at liberty, if he think fit, to make any special report; the petition in all other respects to stand over.

COMMISSIONERS' COURTS.

Monday, July 29.

(Before Mr. Commissioner GOULBURN.)

Re ROE and BLACHFORD.

Where bankers, knowing themselves to be in difficulties, encourage deposits from their customers, such conduct is fraudulent, and the Court will refuse their certificates.

This day having been appointed for the learned commissioner to deliver his judgment in this peculiar case,

His HONOUR asked the trade assignee (Mr. Woodford) what opinion he had of the conduct of the bankrupts as traders—not that it is to decide my judgment, but I should wish, nevertheless, to hear what it is.

Woodford.—Very bad, Sir.

A similar question having been put to the official assignee,

Follett said that the bankrupts had been very zealous in their attendance, and were most anxious to give every information, and that their balance-sheet, though very voluminous, was well framed.

Mr. Commissioner GOULBURN.—This is a case of considerable importance both to the public and to the bankrupts, Messrs. Roe and Blachford, being one only of a number of cases where the failure of a bank has brought misfortune and ruin upon persons who had placed confidence in the respectability of the parties. It is a case, I am sorry to say, of no very unfrequent occurrence, for in my short experience as a commissioner of bankruptcy, I have already had three cases of much about the same character, being that of gentlemen of supposed respectability and station in society, who have gone on for years in a hopelessly insolvent state, trusting merely to the chapter of accidents for extrication from their difficulties, yet who up to the last moment receive deposits from the unsuspecting individual who may be their customer.

The official assignee, in answer to a question put to him by the Court, said that the debts in this case amounted to upwards of 100,000*l.* but from the uncertain nature of the assets he should think that the dividend would not probably be more than one shilling in the pound.

Mr. Commissioner GOULBURN.—It has been strongly urged by the counsel for both the bankrupts that the gentlemen who are now creditors for 60,000*l.* had only themselves to blame for not using that diligence which they ought to have done in investigating the accounts of the bankrupts when the new bank was formed. To a certain extent I join in this opinion, and I think the conduct of Cooke and others was faulty to a certain extent in their not making a more rigid examination, and thereby giving a fictitious credit to Roe and Blachford, and inducing the continuance of deposits to be made with them. It has also been urged that by the accounts not having been sufficiently looked into, Roe and Blachford were led into the temptation of going on in an insolvent state, and of committing the various acts charged, and, I am sorry to say, proved against them. The language of Mr. Cooke is that of unbounded confidence, for, in his examination, he states his belief to be that Mr. Roe is one of the most honest men in the world; and with respect to the imputation thrown out against Mr. Cooke, I do not think it can be fairly applied to him, particularly as to the allegation that he wanted to get at the business of the old bank; and therefore it is ungenerous on the part of these gentlemen (Roe and Blachford) to say that Mr. Cooke and the others would not have trusted to the bankrupts, if it were not for their (Cooke and others) interest. The question here, however, is, how far the blind confidence reposed in bankers is an excuse for Messrs. Roe and Blachford's going on in the continuance of their business in this insolvent state. It may be unwise and foolish on the part of these victims of over-confidence, but if we look at these transactions from beginning to end, we can see no excuse for the conduct of the bankrupts as bankers. In the case of Mr. Roe, he was the nephew of Sir Richard Bassett, and had lived in a state of splendour, was a chief magistrate, and several times the mayor of Newport; and his style of expenditure was such as to induce the belief, not only of his solvency, but that he was opulent. Under such circumstances, therefore, was it to be wondered at that the members of a rural population should "bank" where their fathers had done so before them, and on their return from depositing their money, look up at the house of one of the partners, and entertain no doubt of their respectability. The bankrupts, nevertheless, having spread ruin and misery around, could not be entitled now to say to the sufferers "Why did you shut your eyes?" Now, let us look at the charges, and the conclusion at which I am obliged to come. The first charge is, that in 1812, the bankrupts being hopelessly insolvent, to the extent of 50,000*l.* or 60,000*l.* they permitted these gentlemen (the Joint-stock company) to become their creditors, then wilfully concealing from them their insolvency, and giving to them, at the same time, an untrue statement of their affairs. Now, how is this proved? By a memorandum of the 16th of May, 1842, it appears that at a meeting held on that day, Mr. Cooke inquired whether, after the advances about to be made by the Joint-stock Bank, they (Roe and Blachford) would have sufficient to meet their other liabilities, for if not, they would be placing the company in a very improper position. The answer to this was, that they (Roe and Blachford) had kept back sufficient to meet all their lia-

bilities. There was no doubt that all this passed, and that it was a wilful perversion of the truth. And upon the same question being pressed, Mr. Roe, who had been a banker for thirty years, and who has not youth to plead in extenuation, answers, "We certainly have, and a great deal more—have we not, Mr. Blachford?" and to which Mr. Blachford replied, "Yes, and a great deal more." Now, can any one doubt but that a gross imposition has been practised upon Mr. Cooke? This first ground of complaint has been fully made out: they (the bankrupts) have concealed the truth, and thereby deceived those gentlemen; and in this, as in all other affairs commencing in falsehood, it has gone on from bad to worse. The next charge was, that of their obtaining securities from Messrs. Currie, without the knowledge or authority of the other directors, which were also appropriated to their own account, and thereby giving them a fictitious credit. What is the excuse for this conduct? Mr. Blachford says, that they were sent for because Christmas was coming on, and he thought, perhaps, that some of the customers might wish to take up their securities. Is this true or false? They are transferred to the account of Roe and Blachford, and who will believe that his motive was as stated, when we find them placed to his own credit? The next charge was, that although there was a letter-book open for the perusal of the directors, yet that the copy of the letter sent to Messrs. Currie's was suppressed. It has been urged by the counsel for Mr. Roe that he knew nothing of these transactions; but on the 27th of September we find a letter in Mr. Roe's handwriting, addressed to Messrs. Currie, and requesting the return of some of these securities, therefore I cannot exculpate Mr. Roe from the knowledge of that transaction. The next charge was that of endeavouring to throw the charges of the liabilities of the old bank upon the new; and upon this I must say that it was not the conduct of men of business or of common honesty. We next find that it was the custom of the Joint Stock Bank to have a balance-sheet prepared weekly, and in those balance-sheets we find alterations and erasures to have been made from time to time, *i. e.* from May 1842, to December, 1844, for the purpose of concealing the true state of their affairs from the directors of the Joint-Stock Bank Company. Mr. Roe, however, denied any knowledge of this matter, and upon which I can only say that he must have wilfully shut his eyes to it. Then, if so, can he acquit himself of the charge, or, at all events, from his share of it? No, he cannot, for they began with falsehood and untruth, for the purpose of misappropriation. The learned commissioner having gone through a luminous review of the facts, as detailed in the evidence, proceeded to say that there was a great difference in this case from that of persons who had got into difficulties from misfortune, or from circumstances over which they had no control; but here was conduct grossly fraudulent, and he should be giving way to a morbid sympathy if he were to decide this case upon the same footing as that of an honest trader. Under the whole of the circumstances, as evolved in this extraordinary case, he felt it to be his duty to refuse the certificates of both the bankrupts.

COUNTRY COMMISSIONERS' COURTS.

BRISTOL DISTRICT BANKRUPTCY COURT.

Saturday, July 27.

REGULA GENERALIS.

The following rule has been posted this week in the Court of Bankruptcy:—

GENERAL RULES RELATING TO COSTS IN BANKRUPTCY.

Solicitors not residing at the place where the Court sits will not be allowed for loss of time, &c. in attending the sitting of the Court personally instead of by agent, unless they obtain from the Court, before or at the time, its sanction for their personal attendance. The usual agency charges will be allowed.

(Signed) R. G. Shum Tuckett,
Deputy Registrar.

Circuit Reports.

NORFOLK CIRCUIT.

BEDFORDSHIRE ASSIZES.

Bedford, Saturday, July 13.

(Before Mr. Justice Williams.)

Reg. v. John Williams and Ann Shippey, described as a married woman in the indictment.

The circumstance that a married woman at the time of the felonious reception of stolen goods charged against her, was living with her husband, travelling with him from place to place, raises no presumption of marital coercion, though it is not shewn that she received them out of his presence.

The indictment charged the male prisoner with the larceny of some silk pocket-handkerchiefs, and the female prisoner with the reception of the said silk pocket-handkerchiefs, she knowing them to have been stolen.

The evidence was, that Williams entered the prosecutor's shop at half past eight in the morning to buy handkerchiefs. The prosecutor went out of his shop into another room, but, nevertheless, had it still in his view, and was able to see Williams leave the shop. The prosecutor instantly went to the door, and Williams started off running. The prosecutor returned and found that the handkerchiefs which Williams had been looking at were gone.

Ann Shippey was the wife of one Shippey, a sort of pedlar, who attended fairs. Her husband and herself had come in their covered cart to a public-house in Bedford the night before, where Williams and another man also slept. Williams and his companion slept together. Shippey and her husband slept in their cart, which stood in the public-house yard. In the morning, Williams and his companion went away early; they did not pay for their bed, but said that the people in the cart would pay for it. Williams was dressed in a dark-coloured coat; at about half-past eight o'clock he and his companion returned. Shippey and her husband had not at this time got up. Soon afterwards Williams and his companion took their departure; Williams dressed in a pepper-and-salt coat, and his companion went away with Williams's dark coat on his arm. After this Shippey and her husband were applied to pay for Williams's bed; Ann Shippey refused, but paid on her husband saying "Pay, the young men have had the bed, the landlady shan't be the loser." The sum was only sixpence. On the same day the constable was sent in pursuit of Williams. He overtook a man: then the covered cart about fifty yards from the man; Shippey's husband was in the cart, and Williams about ten yards beyond it; Ann Shippey was behind them all, at about 100 yards from the first-mentioned man. The constable searched all these parties, and found in the cart a dark coat, afterwards identified to be that of Williams; this done, he let them go; but, re-pursuing them, he overtook them again and arrested Williams and Ann Shippey on the information of witnesses, who led him to a spot where he found the pocket-handkerchiefs that had been lost, and where his informants had seen Ann Shippey go and stoop down as if to deposit something at the very time when the constable first passed. Under these circumstances, the case for the prosecution, as to Williams, was, that Williams must be regarded as the thief, on the strength of the loss at the time when he left the shop—of his running when the prosecutor looked out at the shop door—of his changing his coat on his return to the public-house—and on the strength of the discovery of the property in a manner which traced it into the possession of Ann Shippey, with whose party he was associated.

As against Ann Shippey, the case was that possession of the stolen property was traced to her within a very few hours after the loss, and that her guilty knowledge was intimated by the act of concealment in which she had been detected at the very time of the constable passing.

The prisoner Williams was not defended by counsel.

Gunning, for Ann Shippey, addressed the jury, and submitted that the evidence intimated association, not between Williams and Ann Shippey, but between him and Shippey, the husband He argued that, as Shippey and her husband had not got up until after the final departure of Williams and his companion from the public-house, they were in their cart at the time of the second entrance of Williams and his companion to the inn yard. And the natural supposition was, that the stolen property had then been received from Williams or his companion, and that, under these circumstances, Ann Shippey was excused, for only two events were open for the passing of the stolen property from the thief to the receiver: one, that Shippey himself received the stolen goods, or that Ann Shippey received them in his presence; in either of which events she was excused.

Williams, J. summed up, and laid down the general law that felonies committed by a married women in the presence of her husband were excused.

The jury found both prisoners guilty.

Sentence, twelve months imprisonment, with hard labour for each.

Henry Mills, for prosecution.

Gunning, for Ann Shippey.

[*Note.*—The evidence for the prosecution did not shew what were the circumstances as to presence or coercion by Shippey's husband at the actual moment when the prisoner Ann Shippey received the stolen property. And it is conceived that the verdict was right, for it is not in all cases necessary to negative the question whether a married woman did the felony under the coercion of her husband, but only so in those cases when the circumstances existent at the time of the act appear in evidence, and are such as to raise that presumption; and here no such circumstances were shewn; for the circumstances, whatever they were, which existed at the time of the reception did not appear at all. Regarded as a decision, the case is corroborative of the doctrine which has just been laid down.]

SUFFOLK ASSIZES.

Ipswich, Wednesday, July 24.

(Before Mr. Baron Alderson.)

Reg. v. Davy and Feakes.

Arson—Setting fire to a single detached tree is not arson within 7 & 8 Geo. 4, c. 30, s. 17.

The indictment charged that the prisoner had set fire to certain wood, to wit, to 20 yards square of wood, situate and growing, &c. and was intended to be framed in accordance with 7 & 8 Geo. 4, c. 30, s. 17, the words of which are, "set fire to any part of *a* wood," &c.

Gurdon, for the prosecution, had opened the case, when

Alderson, B. suggested that the indictment did not charge any offence, and, after consulting with Williams, J. he returned, and said:—It was no offence to set fire to a single detached tree; that this indictment was so framed that proof of the prisoner's having set fire to a single detached tree would sustain it in point of fact, which, however, was not within the words of the statute; and as he should be obliged to arrest the judgment if the prisoner was convicted, it was no use to go on with the case. He therefore directed the counsel for the prosecution to adduce no evidence, and left it open to him to have another indictment framed.

The prisoners were accordingly acquitted.

Gurdon, for the prosecution.

The prisoners were undefended; they were boys, the one 11, the other 13 years of age.

[*Note.*—The prisoners were afterwards indicted and were tried the next day before Williams, J. for having set fire to *part of a certain wood, called, &c.* Davy was found guilty, but Feakes was acquitted. According to the general doctrine that a second indictment may be preferred if the first be so radically bad that the prisoner was never in jeopardy by it (always provided the prisoner has not taken advantage of the defect by *demurrer*—see Dickinson's Sessions Guide, 5th edit. p. 173 *r*, and the authorities there), the legality of the second indictment in the above case is clear.]

Gurdon conducted the second prosecution. The prisoners were undefended.

Thursday, July 25.

Reg. v. Hammond.

Arson.

Semble—A building built originally for a stable does not cease to be a stable, though horses have not been kept in it for three years, if nothing has been done in the mean time to shew an intention of never employing it for that purpose again.

An "out-house" means something annexed to an in-house.

The indictment was framed on 7 Wm. 4 & 1 Vict. c. 89, s. 3.

The first count charged that the prisoner had set fire to a "stable."

The second, that he had set fire to an "outhouse."

The evidence was, that the "stable" was part of a detached building that stood in a field, and originally consisted of "a stable and cow-house." They were both under one roof, divided from one another by a partition that ran up to the slant of the roof. The "stable" had originally been provided with a rack and manger, but not with stalls. There still was a door to it. About three years ago the prosecutor used to keep young horses in the field, and drive them into the "stable" at night. Since that time the "stable" was used to put hay or straw in. Last spring, two calves had been kept there to fatten, and the *rack* had then been removed. Under these circumstances *Rouse* submitted to Alderson, B. that the so-called "stable" did not answer the description; and was about to address himself as to whether it was an outhouse within the meaning of the stat., but

Alderson, B. who had before stopped some questions as to the distance of the "stable" from the prosecutor's premises, saying, "It is not joined to the other buildings, so it is not an outhouse according to the last decision—it is of no use to inquire the distance"—said, "An outhouse means something annexed to an in-house; this is no outhouse;" and that as to whether it was a stable was for the jury.

As to this point the learned judge, in his summing up, said, it was built to put horses in. If it ever was a stable, it is a stable now (*a*). The rack was not taken away with the intention of never replacing it. The question is, if this is what the jury, as a matter of plain understanding and common sense, understand to be a stable. And one of the points left to the jury was, that unless they found the so-called "stable" to be a stable, they must acquit the prisoner.

The jury found a verdict of *Guilty*.

O'Malley, for the prosecution.

Rouse, for the prisoner.

(*a*) Nothing had been done to deprive it of that character.—Reporter.

Friday, July 26.

REG. *v.* GRIMWADE.

Sending letter threatening to burn.

Under 4 Geo. 4, c. 54, s. 3, the person to whom threatening letter is sent must be the person whose property is threatened to be burnt.

Quære, if the landlord of premises has such a property as is intended by the Act; in other words, if a reversionary interest suffices?

There were three counts in this indictment.

1st count charged that the prisoner had sent a letter to Sir Joshua Rowley, threatening to burn the premises of Sir Joshua Rowley in the occupation of Brown.

2nd count charged that the prisoner had sent a letter to Brown, threatening to burn the premises of Brown.

3rd count charged that the prisoner had sent a letter to Sir Joshua Rowley, threatening to burn the premises of Brown.

Gurdon, for the defence, applied that the prosecution should elect on which count they would proceed. He said they expressed distinct offences; but

ALDERSON, B. said they were all intended to refer to the same transaction, and were merely different modes of description; that Gurdon's application was not one which he could persist to argue as of right, bus raised a question which was purely for the discretion of the judge. The reason why the judge will compel a prosecutor to elect on which of several charges which relate to distinct offences, he will proceed, is to prevent the prisoner from being distracted in his defence; but when the counts are all intended to refer to the same transaction, no such distraction can issue, and the existence of them enables substantial justice to be done.

The learned judge added that as soon as he saw evidence given of a second transaction he should restrain it.

The case proceeded. A witness came to swear to the identity of the letter produced; *Gurdon* would have cross-examined him as to his means of recognizing the letter without letting him see it, but

ALDERSON, B. interposed. He had a right to look at it, and to point out the marks by which he knew it.

The facts of the case were as follows:—A letter corresponding in effect with the following was produced:—

"SIR,—If your tenant Mr. Brown does not increase his wages, he may depend on it he will have a 'blaze' Your timely interference may prevent so unhappy a calamity. Policemen at 30s. per week and labourers at 8s. won't do. Though 'tis true that with these wages the labourers require to be looked after."

This letter was sealed, and addressed to Sir Joshua Rowley. It was picked up near Brown's premises, and was taken to the steward's room at Sir Joshua Rowley's, and opened by the steward. Evidence was given that the letter was in the handwriting of the prisoner, and he was coupled with the spot where it was found by his saying to the constable it was dangerous for a man to be seen running in these days, for he had just stopped at (the whereabouts of the *locus in quo*), and had run on, and he supposed he should be accused of having written the letter. Though Brown had seen the letter and its contents, there was no evidence that Sir Joshua had shewn it to him. These were the facts.

Gurdon raised objections to the first and third counts of the indictment. The first count, he said, was bad on the face of it; for, whereas the stat. 4 Geo. 4, c. 54, s. 3 (the words are, "If any person shall send or deliver any letter threatening to kill or murder any of his Majesty's subjects, or to burn or destroy his or their outhouses," &c.) required that the property threatened to be burnt should be the property of the person to whom the letter was sent, this count, alleging on the face of it that the property was in the occupation of Brown, shewed, on the authority of a case cited (2 Russell on Crimes, p. 718), that Sir Joshua Rowley was not the party in whom the property could be laid, but that Brown was; Brown, to whom it was not in that count charged that the letter was sent, and that, therefore, the count was bad. For the same reason, the third count, which laid the property in Brown, was bad; and he submitted that the evidence would not sustain the second count, for there was no evidence that the letter had been sent to Brown. It had been sent to Sir Joshua Rowley, to whom it was addressed, and to whom its import shewed it was intended. When it reached Sir Joshua it was *functus officio*.

ALDERSON, B. said, the third count was clearly bad. As to the second count (so far as regarded Gurdon's objection), he left it to the jury to find a verdict of guilty if they found that the letter had been sent to Sir Joshua Rowley with the intent that it should through him reach Brown, and had so reached him. So as to the first count, he left it to them to find a verdict of guilty, if they found that the letter had been sent to, and received by, Sir Joshua Rowley.

The jury found a verdict of guilty on the first and second counts, and not guilty on third.

ALDERSON, B. then said to Gurdon, that in order to give the prisoner the benefit of the objection as soon as possible, he would pass sentence upon him at this assizes, subject to the opinion of the judges, rather than reserve the points and defer the sentence.

The points being, whether the first count was good in law; secondly, whether direct evidence should not have been given that Sir Joshua Rowley had shewn the letter to Brown; and so, whether the learned judge was not wrong in leaving it to the jury to imply that Sir Joshua Rowley had shewn the letter to Brown. Be it observed, the submitting it to the jury to construe this letter was clearly within their province; but the point reserved intimates that it was for the learned judge to decide that, under the circumstances, there was no evidence of the letter having been legally sent to the party it was intended to reach.

Prendergast, for the prosecution.

Gurdon, for the prisoner.

[*Note.*—To support a charge on the above statute, the prisoner must knowingly and wilfully send or deliver a letter, threatening a subject to kill him, or to burn his house, &c. or procure, counsel, aid, or abet the commission of the said offence. It is a matter of common sense that the Act must mean that the sender or deliverer is one who himself threatens, or is himself party to the contents and intention expressed in the letter; or one who procures, counsels, aids, or abets the sending or delivering of a threatening letter by one who is party to the threat and intention therein expressed. There then are two branches of proof: First, there is an indispensable initiatory step to the commission of the crime,—the man must make himself party to the threat conveyed. Secondly, there are the steps by which the offence must be completed: There must be a sending or delivery. The sending or delivering must be "knowingly and wilfully." The meaning of knowingly and wilfully sending will be satisfied if the party intentionally set a letter in motion with the motive of its reaching, and which does reach, the party intended to be threatened. Alderson, B. in the above case said, that the judges, had ruled, the address on the letter does not signify if it actually reaches the party intended to be threatened. And he told the jury they must be satisfied that the letter was not accidentally dropped by the prisoner in the spot where it was found. The letter must be a threatening letter. It must be sent to a subject of the realm. It must threaten to kill him, or burn, &c. his houses, &c.

REG. *v.* JACKSON.

Arson.

Before the evidence of a dumb witness can be received the Court must be satisfied that he comprehends the obligation of an oath.

In this case a dumb person was offered in evidence. An interpreter was about to be sworn.

ALDERSON, B. interposed, and required him to be first sworn generally to answer the questions which the Court should put to him; and he was then asked by the Court as to his ability to understand the intended witness.

He was then sworn to interpret; but Alderson, B. required that he should put the usual preliminary question to the dumb man, as to his comprehension of the obligation of an oath. The interpreter was unable to do this, and the witness was not sworn.

Prendergast, for the prosecution.

Deseut, for the defendant.

THE LEGISLATOR.

Summary.

PARLIAMENT has been galloping through the business during the past week, working night and morning. The Commons will adjourn for a week, to give the Lords time to bring up arrears and pronounce judgment in O'Connell's case, and then the curtain will fall. The mangled Debtors and Creditors Bill has gone into the Commons. We direct attention to the debate upon it, and we take from *The Times* the following excellent article, which we commend to the perusal of our readers:—

Poor Lord Cottenham has certainly been very ill treated in the matter of his "Insolvent Debtors Act Amendment Bill." Ever since 1838 he has had that unfortunate class of mankind with their creditors under his protection. He has been all industry; all knowledge, all judgment, all perseverance. Everybody has given him all sorts of credit—has applauded his discretion—supported his second reading—promised to pass his Bill,—yet, somehow or other, he finds himself, at the end of the session, edged over board—his Bill mangled, perverted, abstracted, and the fragments, which are not appropriated by other hands, shelved.

Part of his projected reforms he was allowed to carry in 1838; another instalment was taken out of his hands by Lord Lyndhurst, and also became law in 1842. In 1843 he returned to the charge, but was told that he had better leave it in the hands of Government, who were taking the matter up. In 1844, not perceiving that Government were doing any thing of the kind, he renewed his efforts on his own account. After a couple of postponements, his Bill was read a second time on the 30th of April last. He was violently patted on the back by Lord Lyndhurst; but entreated both by him and Lord Brougham to postpone the third reading. Lord Brougham told him, that if he would but wait he would see something that would astonish him; something was coming in the shape of insolvent reform unlike any thing which the world had ever heard of—"a document, *which indeed* (he insinuated with his usual diffidence), *he himself had to a certain extent revised*, embracing a most extraordinary degree of information on the subject, and an *infinity of the most valuable suggestions* for the reform of the law of debtor and creditor *that by any possibility could ever be brought together*." Lord Cottenham grumbled, but submitted himself. The committee was deferred to May 14th, then postponed to the 23rd, then to the 1st of June, then to the 6th, then to the 13th.

Meanwhile, the phœnix paper (or, at least, part of it) had appeared.

"It was," says Lord Cottenham, "a very odd letter addressed to the Lord Chancellor, which had no beginning, and which was signed 'Manning,' meaning Mr. Serjeant Manning. It must have had a beginning at one time, but he had not seen it.' The letter stated that the writer had been induced for some reason or other to turn his attention to the subject."

This is scurvy treatment of Lord Brougham's revision. All that Lord Cottenham professes his ability to gather from the unparalleled paper is, that it probably once had a beginning, and that the writer had been induced to turn his attention to the subject of insolvent law. Such as it was, however, a rival Bill was in due time born from it—"superseding," as Lord Cottenham urges with a somewhat unusual tenderness for antiquity, "not only his Bill, but every other Bill since the time of Elizabeth." From this time the face of the Chancellor became blacker towards Lord Cottenham and his Bill.

"——— Hinc spargere voces
In vulgum ambiguas et quærere conscius arma.'

Unfeeling hints were thrown out that possibly the Bill might not pass after all; and three days afterwards it was, by the direction of the Lord Chancellor, plunged into a committee from which it never emerged alive.

We repeat, that this is scurvy treatment. It is bad to be plundered it is bad to be shelved; but to be both plundered and shelved passes all ordinary patience The House of Lords mutilates Lord Cottenham's first Bill. No sooner has he produced his second than Lord Lyndhurst lays violent hands on half of it; and no sooner has he embodied the remainder in a third, than Lord Brougham throws his arms about him and beseeches him to wait a fortnight, till Serjeant Manning has picked his pocket of all that is worth carrying off in that. What is taken away he is compelled to see mangled and metamorphosed by his ruthless enemies — what is left him he is compelled to drown in that Parliamentary slop-pail, a hostile committee. And then, when he makes his moan to the House of Lords and the public, his brother ex-Chancellor gets up like a monkey to jeer at him.

The insolent triumph with which Lord Brougham refreshes himself is certainly amusing enough. There is a daredevil merriment about it, which diverts if it does not edify. Lord Brougham, like Grimaldi, likes tumbling head over heels now and then to stretch his limbs, and astonish the public. A "wholly new character for this night only" is just what suits him. At present he is painfully anxious for the rights of Royalty. His whole energies are concentrated in defence of an imaginary Prince of Wales, who owes an imaginary 100,000*l*. and as an "adjudicated debtor," under Lord Cottenham's proposed Act, has had an imaginary cartload of furniture seized out of a less than imaginary Carlton-house.

"An adjudicated debtor?" says his Royal Highness; "what's that?" "Why, please your Royal Highness—or whether it please your Royal Highness or not—it means in plain words you are a bankrupt." "Impossible! I never was under the bankrupt laws." "No matter, your Royal Highness, Lord Cottenham has passed a retrospective act which makes you so." "I am sure," exclaims the Prince, "the Legislature never passes an *ex post facto* law." "Pardon me, your Royal Highness, they have done so. Lord Cottenham, whom you must know—he was Lord Chancellor for four years—has made them do it." "It is a very hard case," complains the Prince; "why did you not apprise me of this before? I should not have spent so much money in plate or in horses. . . . Why did you not give me notice of this before?" "I cannot answer that question, your Royal Highness; perhaps my Lord Cottenham may."

And so exit Lord Cottenham's Bill amidst peals of laughter. Lord Brougham's anxious loyalty to the Prince of Wales and Lord Lyndhurst's more consistent anxiety to save peers of the realm from bankruptcy—not to mention his difficulty (delicately touched on by Lord Cottenham) in finding himself at variance with his Sancho Panza in the House of Lords, and with the introducer of his colleague's County Courts Bill in the House of Commons, settled its fate. Lord Cottenham, however, professed his determination to stick to his Bill. And so we may count on the periodical re appearance of its remains in succeeding sessions; when it may be expected, if there is any truth in analogy, to undergo *toties quoties*, a similar process of mixed acceptance and rejection, till the *residuum* becomes too small to be worth even the opposition from Lord Brougham, and is suffered to pass in quiet—a happy conclusion, for the attainment of which Lord Cottenham has our best wishes.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

Monday, July 29.

ROYAL ASSENT.

Mr. Speaker reported the royal assent to the following Bills:—Assessed Taxes Compositions; Copyholds Enfranchisement; Soap Allowances; District Courts and Prisons; Marriages; Sudbury Disfranchisement; Actions for Gaming Discontinuance, No. 2; Lecturers and Parish Clerks; Parish Constables; Butter and Cheese; Loan Societies; Western Australia; Colonial Postage; Linen, &c. Manufactures, Ireland; Gaspé Fishing and Coal Mining Company; Croydon and Epsom Railway; Brighton, Lewes, and Hastings Railway; Wells Harbour and Quay; Wells Lighting and Improvement; London Gas; Mariners' and General Life Assurance Company; Mackenzie's (Scatwell) Estate; Mackenzie's (Seaforth) Estate; Archbutt's Divorce.

BILLS READ A FIRST TIME.

Monday, July 29.

Corn, &c. Markets, Ireland.

Tuesday, July 30.

Debtors and Creditors
Transfer of Property.

Wednesday, July 31.

Thames Embankment.

Thursday, August 1.

Roman Catholics Penal Act Repeal
Mines Registration.

BILLS READ A SECOND TIME.

Friday, July 26.

Consolidated Fund, 6,969,856*l.* 10s. 3d.
Woods and Forests Accounts
Customs, New South Wales
Spirits, Ireland
Fisheries, Ireland.

Monday, July 29.

Art Unions
Charitable Donations and Bequests, Ireland.

Wednesday, July 31.

Insolvent Debtors.

Thursday, August 1.

Arms, Ireland
Debtors and Creditors
Transfer of Property.

BILLS READ A THIRD TIME AND PASSED.

Friday, July 26.

Poor Law Amendment
Turnpike Trusts, South Wales
Joint Stock Banks Regulation
Transfer of Licenses (Post Horses), Ireland.

Monday, July 29.

Controverted Elections
Criminal Justice, Middlesex.

Tuesday, July 30.

Protection of Purchasers, Ireland
Customs, New South Wales
Books and Engravings
Courts of Common Law Process
Courts of Common Law Process, Ireland
Militia Pay
Privy Council.

Wednesday, July 31.

Spirits, Ireland
Woods and Forests, Accounts
Consolidated Fund Appropriation
Slaughtering Horses.

Thursday, August 1.

Savings' Banks
Fisheries, Ireland
Merchant Seamen.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A FIRST TIME.

Friday, July 26.

Lord Lovat's Estate
Gervis's Estate
Bishop of Down, Connor, and Dromore's Estate.

Tuesday, July 30.

Hough's Divorce
Morton's Estate.

Wednesday, July 31.

Lord Cranstoun's Estate.

Thursday, August 1.

Duke of Hamilton and Brandon's Estate.

BILLS READ A SECOND TIME.

Friday, July 26.

Wilson's Estate
Passingham's Estate
Harris's Estate
Lady Le Despencer's Estate
Gape's Divorce
Bishop of London's Estate
Grand Canal, Ireland
South Sea Company
Clerks and Attorneys
Piccadilly Improvement.

Tuesday, July 30.

Gervis's Estate
Bishop of Down, Connor, and Dromore's Estate.
Lord Lovat's Estate.

Wednesday, July 31.

Hough's Divorce
Morton's Estate.

Thursday, August 1.

Lord Cranstoun's Estate.

BILLS READ A THIRD TIME AND PASSED.

Friday, July 26.

Grand Jury Presentments, Dublin.

Monday, July 29.

Willenhall Chapel Estate
Hitchin's (or Peach's) Estate.

Tuesday, July 30.

Cheape's Divorce.

Wednesday, July 31.

Lady Le Despencer's Estate
Rumsden's Estate
Harris's Estate
Grand Canal, Ireland
Piccadilly Improvement
Clerks and Attorneys.

Thursday, August 1

Wilson's Estate
Ladbroke's Estate
Passingham's Estate
Werrington, &c. Curacies
Bowyer's Estate
Tralee Navigation and Harbour
Devayne's Estate
South Sea Company
Bishop of London's Estate.

SESSIONAL PRINTED PAPERS.

Par. Num.
530 Bills—Art Unions
537 — Merchant Seamen, amended
514 — Private Partnerships
538 — Woods and Forests, Account
539 — Grand Canal, Ireland
546 — Customs, New South Wales
547 — Clerks to Attorneys
548 — Consolidated Fund
540 — South Sea Company
553 — Insolvent Debtors
555 — Slaughtering Horses, amended by Committee and on Report
559 — Merchant Seamen, amended by Committee, on Re-commitment, and on Report
557 — Marriages, Ireland, amended
560 — Debtors and Creditors
561 — Transfer of Property
502 Fisheries, Ireland; Second Report of Commissioners
517 Pensions, Civil List; a List of, granted between June 1843, and June 1844
522 New Churches, Account
524 Railways, Sixth Report of Committee
535 Newtownards Union, Paper
477 Westminster Bridge, Report of Committee
Slave Trade, Copy of Instructions for the guidance of Naval Officers
541 Gaming, Second Report of House of Lords' Committee
521 Murder, Ireland and Scotland; Abstract of Returns
552 Sinking Fund, Return
549 Dog Stealing, Metropolis; Report

Bills in Progress.

INSOLVENT DEBTORS BILL.

Lord Brougham's Bill, entitled, "An Act to amend an Act passed in the fifth and sixth years of the reign of her present Majesty, entituled 'An Act for the Relief of Insolvent Debtors,' and to limit the the power of Arrest upon Final Process," has been brought down from the Lords, and was read a second time in the House of Commons on Tuesday evening. It contains forty-nine clauses, a brief abstract of which may be interesting, especially to those unfortunate persons who are either already incarcerated, or have the fear of a debtors' prison before their eyes. The notice to creditors in the *Gazette*, previous to presenting petitions for protection from process under the 5 & 6 Vict. c. 116, is, by the first clause, entirely dispensed with, another form of petition to the Court of Bankruptcy for protection from process, to be verified by affidavit, being laid down in the schedule of the Bill. Forthwith, after the filing of the petition, notice thereof is to be given to the creditors, and advertised in the *Gazette*, and a public sitting of the Court appointed for the first examination of the petitioner, and for the choice of creditors' assignees. The property of the petitioner to vest in the assignees *pro tem.* by virtue of their appointment. Upon the petition being filed, the commissioner is to have the like power touching the seizure of the property of such petitioner (except in certain cases) and the examination of persons, as in cases of bankruptcy. All prisoners in execution at the time of passing this Act upon any judgment in any action for the recovery of a debt, may be petitioners for protection from process, and such petitioners shall be protected, by an *interim* order, from detention in prison, upon any judgment for the recovery of any debt mentioned in their schedules; and if so detained, the commissioner may order their discharge. Petitioners in custody, and not entitled to be discharged, may be brought up by warrant. Wearing apparel, working tools, &c. of the value of 20*l.* are exempted from the operation of this Act. Final orders under the Act to protect the person of the petitioner from process in respect of the sums or debts particularly mentioned in the clause, viz. from process in respect of the debts due to the creditors named in the schedule, or in respect of the claims of any other persons not known to such petitioner at the time of making the final order, who may be endorsees or holders of any negotiable securities set forth in such schedule. Prisoners in execution at the time of filing their petitions may be discharged by the commissioner, if detained for any debt in respect of which they are protected from process by the final order. A discretionary power is given to the commissioner to adjourn the consideration of the final order *sine die.* No debtor to be imprisoned for more than twelve calendar months for any debt contracted before filing his petition, in case the final order shall be refused, or shall not be made, or in case the protecting order shall not be renewed. Persons making out fraudulent schedules will be deemed guilty of a misdemeanour, and liable to three years' imprisonment and hard labour. The 36th clause distinctly abolishes arrest upon final process for all debts wherein the sum recovered shall not exceed 20*l.* exclusive of costs. Persons in execution at the time of passing this Act, in judgment in any court in any action for any debt, where the sum shall not exceed 20*l.* shall be discharged on application to a judge of one of the superior courts. Persons fraudulently obtaining their discharge may, however, be retaken in execution. The estate of the debtors discharged to continue liable as if they had not been taken in execution. By the 38th clause, the Lord Chancellor is empowered to issue a *fiat* in bankruptcy against a trader, having filed a declartion of insolvency, on the petition of the trader himself. Such are the chief enactments of the Bill, which, if passed, is to commence and take effect on the 1st day of November next—that is to say, on the eve of Michaelmas Term.

PRIVATE PARTNERSHIPS BILL.

A Bill to enable private partnersnips to sue and be sued in the name of the firm has been prepared and brought in by Mr. W. Gladstone and Sir George Clerk. It enacts, that where any person ca ying on any trade or business, or being engaged in any adventure or undertaking in partnership in England, either before the passing of this Act, or at any time after the passing thereof, and not being established for the purpose of carrying on the business of banking, and not being such partnerships as would come within the definition of a joint-stock company in the Act just passed for the registration of joint-stock companies, shall, at any time after the 1st day of January next, produce to the registrar of joint-stock companies, appointed under and by virtue of the said Act, a certificate setting forth the nature of the business, undertaking, or adventure, and the principal or only place of carrying on the same (if any), the names of the several partners, and their respective residences and occupations, and the name of the firm under which the same business, undertaking, or adventure is carried on, and the event or mode by which such partnership is to be determined, then and thereupon such registrar shall deliver to the said parties a certificate stating the name of the firm and the names of the partners, and certifying that such firm had been registered, and for such certificate a fee of 1*l.* shall be paid. The Bill then enables the firm so registered to sue and be sued, &c.

HOUSE OF LORDS.

IMPRISONMENT FOR DEBT.

THURSDAY, July 25.—Lord BROUGHAM moved that the report of the Insolvent Debtors Act Amendment Bill be considered. The discussion was to have been taken on the third reading; but, by some mistake, the report had been postponed until that night. —Lord COTTENHAM made a long statement, complaining of the way in which a measure of his own had been treated, and comparing it with other Bills of a similar kind. His Bill was founded on the report of the Commission appointed in 1839: it was introduced in 1841, and again in 1842. Its object was twofold,—first, to make alterations recommended in the improved bankrupt-law; and, secondly, to abolish imprisonment for debt, and substitute various provisions by which the creditor would obtain a better remedy against the debtor's property, also consolidating the bankrupt and insolvent laws and courts. The part for making the alterations in the bankrupt laws was incorporated in a separate Bill by Lord Lyndhurst, and passed into law. The remainder of his own Bill was reintroduced in 1843, but postponed because he heard that Government intended to deal with the subject. The session went on, and nothing was brought forward; so he reintroduced his Bill in 1844. After many delays, it was read a second time on the 30th April, and was then warmly applauded by Lord Lyndhurst. After many more delays, it was reported on the 13th June, and Lord Lyndhurst introduced several clauses; after which he no longer called it his own Bill. [Lord Brougham proposed to call it "the applauded Bill!"] On the 15th, he received an intimation that perhaps "the applauded Bill" might not pass at all; and, on the 21st, it was referred to a

Select Committee of twenty-one, seventeen of whom uniformly took their opinions from Lord Lyndhurst; and that Committee reported that it should not be proceeded with. On the 15th of April, Mr. Serjeant Manning had written to Lord Lyndhurst that *he* had been attending to the subject; a Bill by him, "for facilitating arrangements between debtor and creditor," was introduced on the 13th May: it would have repealed all the laws on the subject since the reign of Elizabeth; but it was ultimately abandoned, as well as a third Bill that had been introduced on the 6th May. On the 21st, a fourth was introduced by Lord Brougham; and that was referred to the same Committee with his own Bill. Lord Lyndhurst had got into a difficulty, for he was not only running counter to Lord Brougham, but to one of his own colleagues, who had introduced into the House of Commons the County Courts Bill, which authorized imprisonment of debtors at the rate of a day for each shilling, or 300 days for a debt of 15*l.* Lord Cottenham proceeded to compare the provisions of his own Bill with those of Lord Brougham's; having previously mentioned that, in 1842, a Bill was passed which obliged insolvent debtors to surrender their property to the Court, but did not provide for its distribution among the creditors. Lord Brougham's Bill applied only to traders whose debts and property should not exceed 300*l.* All those who owed more, or who possessed more, were not included in it; and they might, consequently, be taken upon execution and imprisoned. It assumed continuance of imprisonment for debt, and contained a clause by which the creditors were empowered to compel cession of the debtor's property for distribution. The Bill now before the House contained an important alteration in that respect: it struck out all the clauses giving compulsory cession. Under that Bill, therefore, as under the law as it had existed for a great length of time, a man getting into prison might indulge himself with luxuries and laugh at his creditors. By another alteration, debtors for sums under 20*l.* could not be taken in execution; which removed a very cruel class of imprisonment. A third alteration transferred several clauses from his own Bill; the remainder being thrown aside. His noble and learned friend's Bill, so far from abolishing imprisonment for debt, provided for the indefinite continuement of debtors. [Lord Brougham.—"In cases of fraud."] No; the case was left to the opinion of a judge. A man contracting debts without the means of paying them was liable to be imprisoned for life. That, surely, was too severe a punishment; particularly as it was inflicted not after a trial or conviction, but upon the impression of the individual judge before whom the case of the insolvent was brought. His noble and learned friend's Bill contained a clause giving to members of Parliament an immunity from arrest; but he hoped that Parliament would never approve of preserving imprisonment for debt simply for the purpose of covering that privilege. If such privileges were to exist, let them be provided for in a distinct and separate Act. But if they proceeded with this Bill, they would not only be perpetuating but aggravating the system which his noble and learned friend, in the speech he had already referred to, repudiated and condemned; for, instead of having but one system, they would have three. He was yet induced to hope that his Bill, abolishing imprisonment for debt except in certain cases of fraud, would become the law of the land; but the Bill he certainly would not abandon.—Lord Brougham bantered Lord Cottenham for reading the Lord Chancellor's speech of 1843 again and again, and for saying his own speech over so often that it could be followed from memory; and he proceeded to defend *his* measure in comparison with its rival. The two plans proceeded upon entirely different principles. He was for throwing it upon the debtor to prove himself entitled to freedom from arrest and imprisonment for debt: his right honourable friend was for liberating the debtor, and throwing it upon the unfortunate creditor to prove that the debtor should be incarcerated. The principle of the law was *primâ facie* that the man who could not pay his debts was in the wrong, though he might be an innocent debtor; but let him shew that he was so, and not a culpable debtor. His noble and learned friend said that his principle was an applauded principle: but the part of that plan which his noble and learned friend on the woolsack applauded was that which equalized and assimilated the processes of bankruptcy and insolvency. How his noble and learned friend could say that his Bill abolished imprisonment for debt any more than his (Lord Brougham's) was perfectly unintelligible. Did not his noble and learned friend allow a person to be arrested and imprisoned, ay, and indefinitely, if he did not disclose where his property was concealed, and give it up? "But oh!" said his noble and learned friend, "that is not imprisonment for debt, but for contumacy." Contumacy! was that a crime known to the law? How? in what respect? In not disclosing his property to his creditor. Therefore the contumacy was of the debtor towards the creditor; and that was exactly what he called imprisonment for debt. Did he complain of that? On the contrary, he thought it the just and true principle. He had always laid it down, there and elsewhere. His proposition had always been, that the fraudulent or extravagant debtor should be so dealt with. If a man with 100*l.* a year only ran in debt 20,000*l.* or if, having little or no property, he went to a tradesman and induced him to give up his property, a couple of thousand pounds worth of goods in which his capital was invested, by appearing to him as a person of wealth, he might as well rob the tradesman at once; and he ought to be sent to Botany Bay for it, not because he was a debtor, but because he was a fraudulent individual, or an individual *quasi* fraudulent. The Bill of his noble and learned friend did not work out the principle at all; his would. Talk of poor debtors! why there were poor creditors. Harsh creditors were spoken of: were there not cruel debtors? His noble and learned friend left the creditor to prosecute for fraud by indictment, subject to all flaws and failures, to bills of discovery and writs of error. The poor creditor, who had suffered the loss of 19s. 6d. in the pound, or the whole 20s. perhaps, was to be saddled with the further expense of prosecuting for a fraud, for the sake of public justice, and an example to the community. [Lord Cottenham—"At the expense of the estate."] Suppose the estate did not amount to 1s. in the pound? Why, in one of the very two cases of prosecution for fraud under the Act of 1842, how much did their lordships think it cost the creditor besides the loss of his debt? It cost 250*l.* See the consequence, then: nobody would prosecute, and the fraudulent debtor would go scot-free. But the fraud was not the only thing: the common case was not where there was any indictable fraud at all, but there was gross, culpable extravagance, a running up of scores without the ability to pay them. His noble and learned friend's Bill provided no remedy for that: his Bill did. The debtor must be called before the Commissioner, who would examine and sift into the whole case; and to him was given a discretionary power to imprison the debtor, and not to the creditor. His Bill said the creditor should not imprison a man, because he could go and get a protecting order if not arrested, or if arrested he might get his imprisonment abolished altogether. Such were the different principles of the two measures; and he left their lordships to judge whether his Bill did not effect the abolition of imprisonment for debt, leaving it only for crime, and not for misfortune. There were other objections to his noble and learned friend's Bill. It made traders of all kinds of persons—judges, physicians, princes, peers, lords, commoners, country gentlemen, country clergymen, and of all persons whatsoever, though they were not traders, and never had been—no one was exempt from it. There had been noble peers owing 200,000*l.* or 300,000*l.* and princes royal as much as 700,000*l.* or 800,000*l.* Well, suppose the prince got notice that he must pay within fifteen days, or he must be advertised in the *London Gazette* as an adjudicated debtor, which was the same as being a bankrupt: his whole property would be seized. That was the Bill of his noble and learned friend; which he verily believed its author himself never could have expected that any ten members in that House or in the other House, or any hundred out of Parliament, whose opinions were worth a straw, would approve. Well, now suppose the prince to make some inquiries into this unwelcome interference with his freedom. "What is the official assignee?" asks the Prince of Wales. "Oh, Sir, he is a very drastic person; he sifts people's affairs and property, and takes possession of what they have not got rid of." "Well, but cannot you let me keep my pictures at Carlton House?" "Oh dear, no! not one. Your Royal Highness is an adjudicated debtor." "An adjudicated debtor—what is that?" "Why, please your Royal Highness, or whether it pleases your Royal Highness or not, it means in plain words, you are a bankrupt." "Impossible! I never was under the bankrupt-laws." "No matter, your Royal Highness; Lord Cottenham has passed a retrospective law which makes you so." "I am sure," exclaims the Prince, "the Legislature never passes an *ex post facto* law." "Pardon me, your Royal Highness; they have done so. Lord Cottenham, whom you must know—he was Lord Chancellor four years—has made them do it." "It is a very hard case," complains the Prince: "why did you not apprize me of this before? I should not have spent so much money in plate, or in horses; I should not have bought so much mariscal powder; I should not have presented so many jewels to this person and to that. Why did you not give me notice of this before?" "I cannot answer that question, your Royal Highness; perhaps my Lord Cottenham may." (Frequent laughing during this dialogue.) That was the gross injustice—he would say, with all respect to his noble and learned friend, the scandalous and intolerable injustice—which this Act would do, that *ex post facto* it would make people liable for past debts to the bankrupt-laws. He (Lord Brougham) having seen the injustice of that principle, had abandoned it; and when he came to consider how repugnant it was to the public mind that all persons should be made traders whether they were so or not, he had adhered to the distinction which had been made in all bankruptcy laws from the time of Henry the Eighth downwards.—The Lord Chancellor put the question; but Lord Campbell rebuked him for his silence under Lord Cottenham's reproach of inconsistency. Whereupon, the Lord Chancellor defended his conduct, and the Bill before the House, at some length. Two Bills were submitted to the Committee, who adopted the principle of Lord Cottenham's Bill, and engrafted it upon another. He denied that they had departed from the principles of his noble and learned friend's Bill. A principle of that measure was to introduce from the law of Scotland the *cessio bonorum*, to that he had always adhered, and he had never departed from it. Another principle was, to abolish imprisonment for debt: to that he had always adhered, and from it he had never departed—he adhered to it so far as it was wise and prudent to act upon it. Another principle was, that they should adopt the administration of the bankrupt-laws as applicable to the laws of *cessio bonorum*: and to that principle he still adhered. He had not, therefore, departed in the slightest degree from the course which he had adopted on the second reading of the Bill, and which did not pledge him against desirable alterations. To the principle of making all people, even those of the Blood Royal and Peers, amenable to the bankrupt-law, he had always avowed his opposition. He proceeded in defence of the Bill before the House; especially of retaining a discretionary power of imprisonment as a check upon the debtor, and of the abolition of imprisonment for small debts; citing several instances of abuse in bad prisons for that class of debtors.—The report was received.

COURTS OF LAW PROCESS BILL.

Thursday, Aug. 1.—Lord Campbell wished to draw their lordships' attention to the amendments made by the Commons in two Bills respecting the right of suing parties residing abroad for debt, which had been sent down from their lordships' House and were now returned (the Courts of Common Law Process Bill, and the Courts of Common Law (Ireland) Process Bill). The first amendment, as it merely explained more fully what his intention was, namely, that the Act should apply only to parties who were actually domiciled abroad, he did not object to, and he would advise their lordships to agree to it. But the Commons had, as he conceived, without reason, excluded Scotland from the Bill, and in that amendment he could not concur.—The first amendment was, as we understood, agreed to, and a conference with the Commons to be requested as to the second.

DEBTOR AND CREDITORS BILL.

Lord Brougham presented petitions from certain confined debtors, praying for relief. Such unfortunate persons were generally ignorant of what steps, under what he hoped would soon be the law of the land, it would be necessary for them to take for the purpose of obtaining relief. There would be no expensive process requisite. It would be merely necessary to apply to the commissioner, in order that the proper steps for relief should be taken. This was not generally known, but when his Parliamentary duties left him time, he intended to draw up directions for making the application, and an account of the whole process requisite, and send copies to every debtors' gaol in the kingdom.

POOR LAW AMENDMENT BILL.

Lord Wharncliffe moved the second reading of the Poor Law Amendment Bill, observing that, owing to the unavoidable absence of several noble lords, it had been agreed that the debate should be taken upon the House going into committee on the Bill.—The Bill was then read a second time, and ordered to be committed on Monday.

LAW COURTS (IRELAND) BILL.

Lord Wharncliffe moved the third reading of this Bill.—The Lord Chancellor had still an objection to make to this Bill, which had just been proposed by his noble friend. By the common law of this country the appointments were in the judges of those courts, and he should now read a passage from Lord Coke, for the purpose of shewing that that was the law, and also giving reason for it. The passage was to be found in the Second Institutes, and had reference to the Statute of Westminster. There it was stated that by the common law the appointments were in the judges of the court; and the reason given for this was, that it was more their duty to select proper officers who would faithfully perform the duties imposed upon them—and if these officers did not do that it would be a reproach to the judges themselves, who were responsible for the proper keeping of the records of these courts. This was the course in England from the earliest periods, and within the last few years, when an Act was brought in similar to that which was then before their lordships, it was provided that the appointments should be in the chief justices and chief baron. That was the course in England. Why were they to deviate from that course in Ireland? The common law of England was the common law of Ireland, and until a very late period the practice in this respect was the same in both countries. By the 1st of Geo. 4, the appointments were taken from the

judges and given to the lord lieutenant. No reason was stated for doing that; but for some particular purpose, which was not stated on the face of the Act, these appointments were taken from the chief justices and given to the lord lieutenant. An Act of Parliament for the purpose of remodelling the offices in these courts was proposed two years ago, and it was remarkable that in the same Act—not the same Act, not the same Bill, but having the very same object with this identical Bill,—and in that Bill there was a clause corresponding with the Bill in England, and by which the appointments were transferred back from the lord lieutenant to the judges of the courts in Ireland, from whom they ought never to have been taken. Now, however, they had the Bill of two years ago again before them, but by it the appointment of offices was continued to the lord lieutenant, and not restored, as they should be, to the judges. Under these circumstances, he trusted that their lordships would be of opinion that the clauses ought to be altered, and the Bill made to correspond with the English Act. Why, then, was Ireland to be put on a different footing? (Cheers from peers on the opposition benches.) Were they not continually saying that they would administer the same laws and the same justice to Ireland where they could be applied? (Cheers from peers on the opposition benches.) If then they laid that down as a principle of legislation, the moment they made an exception to it, they reflected upon the parties against whom the exception was made. (Hear, hear, hear.) If they did not give to the judges in Ireland that which the judges in England had, they said that the Irish judges were undeserving of exercising that authority—that they would be likely to abuse it—and they drew a distinction between the judges in England and the judges in Ireland, who so well performed their duties, and who were utterly undeserving of any reflection being cast upon them. (Hear, hear.) In his opinion nothing could be more unwise, nothing could be more impolitic in the present state of Ireland than this, and he might also add, nothing could be more prejudicial to the interests of the empire. (Cheers from peers on the opposition benches.) He proposed, then, that the clause be struck out. (Cheers from peers on the opposition benches.) But he forgot his noble and learned friend had a motion to that effect. If his noble and learned friend would have the kindness to propose it, he should have great pleasure in supporting it. (Hear.)—Lord Campbell said he had heard with most sincere pleasure the sentiments which had fallen from his noble and learned friend, and the irrefragable arguments by which he had supported the views he had expressed. He had likewise with much pleasure heard his noble friend (Lord Fortescue), who had been Lord Lieutenant of Ireland, cheer the sentiments of his noble and learned friend. He should move that for the words "Lord Lieutenant, or other chief governor of Ireland," in the 7th section, should be substituted the words "Lord Chief Justice of the Queen's Bench, Lord Chief Justice of the Common Pleas, and Lord Chief Baron of the Court of Exchequer, as the same shall be in the Court of Queen's Bench, Common Pleas, or Exchequer."—The Lord Chancellor begged to supply an omission of his, and to state that the Bill went so far as to take away the appointment of some minor offices which had been allowed to remain with the chief justices.—Lord Wharncliffe said he could not contend against the authorities cited, but he believed the facts were not exactly ascertained by either of the noble and learned lords. He believed the appointment to those offices had at no time been in the hands of the judges. He wished, however, to have time to consult with the law officers of the Crown before he decided upon the proposed amendment.—Lord Cottenham said it appeared to him immaterial whether the appointments had formerly been in the hands of the Crown or of the judges. If it was proper that a particular course should be adopted for the future, it was no argument against it to say that a different and an erroneous one had been pursued for a century or half a century.—The debate was then adjourned, in order to allow time for the consultation proposed by Lord Wharncliffe.

HOUSE OF COMMONS.

CRIMINAL JUSTICE, MIDDLESEX.

Friday, July 26.—On bringing up the report of the Criminal Justice, Middlesex, Bill, in answer to Mr. Hume, Sir J. Graham said, he had already entered into a full explanation on this subject last night, when the hon. member was absent. He had read last night the only matter of any importance in his correspondence with the Middlesex magistrates. He was bound by no promise as to the selection of chairman, but he certainly meant to take into consideration the labours of the gentleman who now presided over the magistrates. He (Sir J. Graham) had required, previous to the introduction of the Bill, that ample accommodation should be provided for prisoners. He was not pledged to any particular system of prison discipline, but he felt bound to take security that ample accommodation should be afforded for prisoners, particularly before trial. Mr. Williams asked, if there was any objection to introduce a clause to exclude this new judge from any interference with the management and expenditure of the rates? There was a strong feeling on the subject among a part of the Middlesex magistrates.—Sir J. Graham could not consent to any such regulation. It would be passing a Parliamentary stigma on an individual beforehand.

CRIMINAL JUSTICE (MIDDLESEX) BILL.

Monday, July 27.—Sir J. Graham moved the third reading of the Criminal Justice (Middlesex) Bill, which was read a third time and passed.

CHARITABLE TRUSTS BILL.

Mr. C. Berkeley asked, whether it was true that the Lord Chancellor had stated that it was not the intention of Government to proceed with the Charitable Trusts Bill? Such a course of proceeding was any thing but satisfactory.—Sir J. Graham said that he had not had an opportunity of seeing his noble and learned friend since the matter had been last discussed in the House of Lords, but he saw from the votes of the House that the Bill had been read a second time, and then postponed. He supposed his noble friend had yielded to the solicitations of those who had opposed the Bill.

INSOLVENT DEBTORS BILL.

Wednesday, July 31.—The Solicitor-General said, he was quite prepared, if the House should think it necessary, to enter into a statement with regard to this Bill; but as it had already been the subject of a good deal of discussion in the other house, and considering the present state of that house (the House of Commons), perhaps it would not be necessary for him to enter into any statement of the particulars embraced by the proposed measure. What he proposed to do, therefore, was, that they should take the second reading of the Bill then, and go into committee upon Friday next at 12 o'clock.—Mr. Hume had no objection to the adoption of the course proposed by the hon. and learned gentleman, but he thought it would be desirable previous to going into committee, that some statement should be made with reference to the Bill.—Mr. Wakley said, as he knew the Bill was much sought for out of doors, he wished to ask whether it was the intention of the Government to pass the Bill during the present session of Parliament?—The Solicitor-General.—Undoubtedly such is the intention of her Majesty's Government, if possible. The Bill was then read a second time.

THAMES EMBANKMENT.

On the motion of the Earl of Lincoln this Bill was read a first time, and ordered to be printed.

SCOTCH POOR LAW.

Mr. Bouverie begged to ask the right hon. baronet the Home Secretary, whether it was the intention of the Government to found any measure during the next session of Parliament on the report which had been made by the commissioners appointed to examine into the state of the Poor-laws in Scotland.—Sir J. Graham said that up to the hour at which he spoke he had not had time to read the report in question, which, together with the evidence, formed three large folio volumes; and it was his duty to examine the whole subject before he gave any opinion relative to the matter. He had seen the noble lord the member for Dorset in the house a short time since, and he would therefore take that opportunity of mentioning to him a fact relative to the administration of the Poor-law in Scotland. When the noble lord introduced the subject of the confinement of lunatics in poor-houses, during his able speech of last week, he had read a passage from some publication wherein a most touching picture was drawn of the wretched state of certain pauper lunatics who were confined in the island of Arran. He (Sir J. Graham) had the satisfaction to be able to state to the House, that nearly nine months ago measures had been taken to remedy the state of things described in the document referred to by the noble lord, and that all the pauper lunatics had then been removed from Arran and placed in the Glasgow asylum; and, moreover, criminal proceedings had been taken in order to visit punishment upon those who had been guilty of the gross abuses complained of, the Lord Advocate of Scotland and the Sheriff Depute having likewise taken steps to prevent their recurrence.

DEBTORS AND CREDITORS BILL.

Thursday, August 1.—The Solicitor-General moved the second reading of the Debtors and Creditors Bill, and very briefly explained its provisions, which have been fully reported already. Agreed to. The bill was ordered to be committed on Friday.

TRANSFER OF PROPERTY BILL.

The Solicitor-General in moving the second reading of this Bill, said, it had come from the House of Lords, and was founded upon a recommendation of the Commissioners of Real Property. He should defer his explanation of its provisions until it was in committee, when he should be ready to answer any question upon it.—Mr. Brotherton approved of the Bill.—Mr. Duncan regretted that there were only three or four members present on his side of the House representing commercial interests. The Bill was then read a second time, and ordered to be committed on Friday at 12 o'clock.

PRISON REGULATIONS.

Mr. O'Ferrall said, that by a regulation recently adopted in this country, all persons under sentence of transportation in the metropolis were confined in one prison. He wished to know whether it was the intention of the Government to consider the propriety of introducing a similar system in Dublin?—Sir J. Graham was understood to say that an arrangement had been made in Ireland similar to that adopted in England, namely that all persons sentenced to transportation should, before the sentence was carried into execution, be brought to a central point, where opportunities might be given of forming some estimate of the precise destination to which they should be sent. This system had already been completed in Dublin; and it had been carried into execution herewith the approval of Parliament, the penitentiary character of the Milbank prison having been abolished, and it having been made a receptacle for persons under sentence of transportation. He might add that his confidence in the success of the new Pentonville Prison was so great, that he would gladly see a similar institution established in Ireland. It would be premature to pledge the Government to the adoption of such a measure; but it would be his province, and that of his colleagues, to watch the success of the experiment at Pentonville, and if it should be attended with the success he anticipated, he should be glad to see a similar system adopted in Ireland.

PARLIAMENTARY RETURNS.

Metropolis Turnpike-Roads.—The eighteenth report of the Commissioners of the Metropolitan Turnpike-roads on the northern side of the river Thames has been presented, pursuant to the Act of Parliament 7 Geo. 4, c. 142, s. 138, and was ordered by the House of Commons to be printed a few days ago. The report is dated on Lady-day last, and is signed by the Earl of Lonsdale, chairman of the Board of Commissioners. It appears, that in consequence of the recent policy pursued by the board, advanced prices have been obtained for the tolls on all the districts, except those on the tenth, which comprise the City-road, which tolls having been sold at the auction of the following year for 150*l*. beyond the sum at which they were then put up, found no bidder at the last sale, and were put into collection. The board have likewise the satisfaction to report that, in consequence of certain reductions in the expenditure, they have been enabled, with the funds under their management, to maintain all the roads in their customary good condition, and by pursuing their usual system of economy have been also enabled to meet all their engagements, and to pay off, at the regular periods, the interest and the eleventh instalment on their mortgage debt, which is now reduced to 45,000*l*. The receipts from tolls during the past year have amounted to 66,310*l*. and the total receipts from all sources of income to 69,035*l*. The expenditure, during the same period, amounted to 64,555*l*. including the sum of 5,000*l*. paid in diminution of the debt. The balance in hand is consequently 5,164*l*. whereas in Lady-day 1843, the balance of available assets did not exceed 685*l*. The Surveyor-General, Mr. M'Adam, states in his report that the weather during the spring and summer of the past year was generally favourable for roads; but there having been much wet during the autumn, and frequent slight frosts, followed by speedy thaws, in the winter, a considerable expenditure of materials and expense in labour was necessary in order to maintain the roads in their usual good condition.

The Army and Ordnance Departments.—Mr. William Williams, M.P. for Coventry, has obtained certain statistical returns relative to the army and the ordnance, from which we make bold to extract the following particulars:—The number of officers and men voted for the Ordnance Military Corps in the year 1792, amounted to 4,846; in the year 1805, to 16,201; in the year 1810, to 20,080; and in 1815, to 28,404. This gradual increase is of course to be accounted for by the long continuance of the French revolutionary war. The average number of officers and men annually voted for the Ordnance Military Corps in the period which elapsed between the years 1822 and 1843-44 inclusive (for Great Britain, the colonies, and Ireland), appears to have been about 8,000, in round numbers. The number of officers and men in the said corps receiving half-pay and pensions was, in 1822, 11,563, and the amount of money voted 299,315*l*.; in 1833-34, the number was 10,817, and the amount voted 260,474*l*.; in 1834,35, the number was 609, and the amount voted 77,796*l*.; and in 1843-44, the number was 641, and the amount voted 91,082*l*. The number of military pensioners returned fit for local service (as far as the inspection has gone), under the Act 6 & 7 Vict. cap. 95, amounting to 17,368, who are not, however, fit for military service as soldiers. None of these have been yet called into active service, either on garrison duty or in aid of the civil power; but on the Queen's birthday 8,000 were mustered for inspection. The number of officers and men voted

for the army, to serve in Great Britain, the Colonies, Ireland, and India, amounted in 1792, to 57,252; in 1805, to 332,191; in 1810, 371,382; and in 1815 (and at the close of the Continental War), to 276,221; in 1822, the number was reduced to 91,756, and it continued to be under 100,000 for four years. In 1826 the army was raised to the number of 115,693, since which period down to 1842-43, the annual average number of officers and men voted for the whole army has been between 111,000 and 112,000 in round numbers, including the supplementary estimates for 1842-3 and 1843-4. The number voted for the current year, 1844-45, amounted, we believe to about 100,000 (in round numbers), which may be considered as our standing army in time of peace. The French maintain one of about 300,000, or full thrice the number. The number of general officers on unattached pay was in 1843-4, 198, and the amount of their pay, 89,000l. The number enjoying retired full-pay was, at the same period 369, and the amount 64,000l.; the number on half-pay and military allowance, 4,140, amount, 457,000l.; the number on foreign half-pay, 482, amount, 40,000l.; the numbe. of officers enjoying pensions, 543, amount thereof, 73,162l.; and the number of men enjoying pensions, 73,101, amount thereof, 1,239,498l. Our army was distributed as follows, according to the last return of the number of officers and men voted for 1843-44; viz. Great Britain, 36,990; Colonies, 49,921; Ireland, 13,935; and India, 28,635; making a total of 129,481.

THE ECCLESIASTICAL COMMISSION.—The report of the Ecclesiastical Commission gives a statement of all churches and benefices augmented by the commissioners up to May 1844. Since the passing of the first Cathedral Act in 1840, it appears that 496 livings have been augmented, as follows:—With a population of 2,000 and upwards, the stipend of the minister has been raised to 150l. in 261 cases; population of 1,000 and upwards, to 120l. in 96 cases; population of 500 and upwards, to 100l. in 80 cases; population below 500, to 80l. in 59 cases. The annual augmentation of these livings amounts to 25,779l. which, with grants to meet benefactions when the income is below 200l. compensation to incumbents for loss of fees surrendered to new churches, &c. gives an annual augmentation of 29,809l. wholly exclusive of considerable gross sums of money expended and promised to meet benefactions for building and purchasing houses of residence for incumbents whose annual incomes are below 200l. This statement is also independent of all that is in progress under Sir R. Peel's Endowment Act.

STIPENDIARY JUSTICES (COLONIES).—From a return moved for by Mr. Hume, M.P. of the manner in which the sum of 52,850l. voted in the year 1842 for salaries and allowances of stipendiary justices in the colonies was expended, &c. it appears that the total amount expended out of the said sum of money was 48,430l. of which Jamaica received 13,104l.; Antigua, 908l.; Montserrat, 436l.; Tortola, 450l.; Barbadoes, 1,349l.; Berbice, 1,800l.; Demerara, 4,948l.; Dominica, 2,752l.; Grenada, 2,648l.; St. Christopher (vulgo St. Kitts) 1,659l.; Nevis, 441l.; Anguilla, 447l.; St. Vincent, 1,350l.; St. Lucia, 2,256l.; Tobago, 1,350l.; Trinidad, 2,700l.; Honduras, 597l.; the Bahamas, 2,801l.; the Cape of Good Hope, 1,800l.; and the Mauritius, 4,522l. The sum of 105l. was paid by the Paymaster of Civil Services for the passage of two stipendiary justices.

COFFEE.—An account of the quantities of coffee retained for home consumption in the United Kingdom in the years 1840, 1841, 1842, and 1843, &c. has been printed by order of the House of Commons, on the motion of Viscount Sandon, M.P. for Liverpool. It hence appears that the gross total quantity of this useful commodity retained for home consumption in this country amounted in 1840 to 28,664,341lb. of which 14,443,399lb. were the produce of British possessions; in 1841, to 28,370,857lb. of which 17,532,448lb. were the produce of British possessions; in 1842, in 28,519,646lb. of which 17,299,916lb. were the produce of British possessions; and in 1843, to 29,979,404lb. of which 20,130,630lb. were the produce of British possessions. Thus the average annual consumption of coffee in the United Kingdom would appear to amount to about 28,500,000lb. By far the greatest quantity of British colonial coffee is imported from the island of Ceylon, and the West Indies, whilst most of the foreign coffee is imported from the Cape of Good Hope, the East India Company's territories, and Colombia.

CLOSE OF THE SESSION.—It is expected that the regular business of Parliament will have been disposed of by the end of the first week in August. The Parliament will not, however, be then prorogued; but the session will be continued by adjournment to the 25th of August. The purpose of this arrangement is to afford time for receiving the reports of the judges, and making up the judgment of the House of Lords upon the writ of error brought by Mr. O'Connell and his fellow-prisoners. — *Ministerial paper.*

REPORT OF THE COMMITTEE UPON TEMPORARY AND EXPIRED LAWS,

SESSION 7 VICT. 1844.

INDEX OF TEMPORARY LAWS, ARRANGED IN ORDER OF THEIR DURATION.

CLASS I.—TEMPORARY LAWS,

THE DURATION OF WHICH IS CERTAIN, UNLESS SO FAR AS THEY DEPEND ON THE SITTING OF PARLIAMENT.

* The Acts having this mark are continued to the date set against them, and to the end of the then next session.

† The acts having this mark are continued to the date set against them, and to the end of the then session.

No.	Matter.	Date of last continuing Act.	Duration.
22	Party Processions, Ireland	1, 2 Vict. c. 34	1 July ... 1843*
30	Linen, Hempen, Cotton, &c. Manufactures, Ireland	5, 6 Vict. c. 68	27 July ... 1843*
24	Poor, Scotch and Irish Removal	3, 4 Vict. c. 27	1 August ... 1843*
56	Prison, Perth	5, 6 Vict. c. 67	1 December ... 1843*
51	Indemnity Offices	6 Vict. c. 9	25 March ... 1844
19	Mutiny Act, Army	6 Vict. c. 3	25 April ... 1844
50	Mutiny Act, Marine Forces	6 Vict. c. 4	25 April ... 1844
27	Sugar Bounties	5, 6 Vict. c. 34	5 July ... 1844
31	Sugar Duties	6, 7 Vict. c. 27	5 July ... 1844
53	Turnpike Acts, Ireland	6, 7 Vict. c. 21	31 July ... 1844†
25	Soap, Excise Allowances	5, 6 Vict. c. 16	End of the Session after 31 July, 1844
34	Slave Trade Treaties	6, 7 Vict. c. 16	1 August ... 1844
45	Loan Societies	6, 7 Vict. c. 41	1 August ... 1844
18	Highway Rates (E.)	6, 7 Vict. c. 59	1 August ... 1844*
54	Election Petitions	6, 7 Vict. c. 47	1 August ... 1844†
65	Militia Pay (G. B. & I.)	6, 7 Vict. c. 70	1 August ... 1844
64	Militia Ballot Suspension	6, 7 Vict. c. 43	31 August ... 1844
11	Oaths, Unlawful (Ireland)	2, 3 Vict. c. 74	1 September ... 1844
42	Assaults, Ireland	2, 3 Vict. c. 77	1 September ... 1844
32	Ecclesiastical Jurisdiction	6, 7 Vict. c. 60	1 October ... 1844
44	Poors' Rates, Stock in Trade Exemption	6, 7 Vict. c. 18	1 October ... 1844
16	Turnpike Acts (E. & W.)	6, 7 Vict. c. 69	1 October ... 1844
18	Western Australia	5, 6 Vict. c. 88	31 December ... 1844*
17	Insolvent Debtors, East Indies	3, 4 Vict. c. 80	1 March ... 1845*
13	Assessed Taxes	6, 7 Vict. c. 24	5 April ... 1845
55	Property Tax	5, 6 Vict. c. 35	6 April ... 1845
52	Timber	5 Vict. Sess. 2, c. 17	1 May ... 1845
39	British Museum	2, 3 Vict. c. 10	1 June ... 1845
60	Lunatic Asylums, Ireland	5, 6 Vict. c. 123	1 August ... 1845*
21	Insane Persons	5, 6 Vict. c. 87	5 August ... 1845*
59	Bonded Wheat	5, 6 Vict. c. 92	31 August ... 1845
58	Stamp Duties, Ireland	5, 6 Vict. c. 82	10 October ... 1845
65	Arms, Ireland	6, 7 Vict. c. 74	13 November ... 1845*
35	Usury	6, 7 Vict. c. 45	1 January ... 1846
47	Copyholds Enfranchisement	4, 5 Vict. c. 35	21 June ... 1846*
61	Newfoundland Government	5, 6 Vict. c. 120	1 September ... 1846
29	Poor Law Commissioners	5, 6 Vict. c. 57	31 July ... 1847
33	Tithes Commutation	5, 6 Vict. c. 54	31 July ... 1847*
1	Churches	3, 4 Vict. c. 60	20 July ... 1848*
40	Prisons, Scotland	2, 3 Vict. c. 42	1 January ... 1851*
25	East India Company's Territories	3, 4 Wm. 4, c. 85	30 April ... 1854
7	East India Company, Foreign Trade	3, 4 Wm. 4, c. 85	30 April ... 1854
4	Annuities	30 Geo. 3, c. 45	5 January ... 1860
8	Annuities	43 Geo. 3, c. 67	5 January ... 1860
16	Highland Roads and Bridges	3, 4 Wm. 4, c. 33	24 July ... 1861*
19	Annuities	11 Geo. 4, c. 13	5 January ... 1873

N.B. By 48 Geo. 3, c. 106, if a Bill is introduced for the continuance of any Act which would expire in the same session, and such Act shall expire before the Bill for continuing the same receives the royal assent, the continuing Act takes effect from the expiration of the former Act, but not so as to affect any person with any penalty in the interval.

CLASS II. TEMPORARY LAWS,

THE DURATION OF WHICH IS UNCERTAIN.

No.	Name.	Date of last continuing Act.	Duration
67	Apprehension of Offenders, France.	6, 7 Vict. c. 75	Continuance of Convention between Her Majesty and the King of the French for the apprehension of certain Offenders.
68	Apprehension of Offenders, America.	6, 7 Vict. c. 76	Continuance of the Tenth Article of a Treaty between Her Majesty and the United States of America, for the apprehension of certain Offenders.
14	American and Portugal Trade.	59 Geo. 3, c. 54	Duration of Convention with America, and Treaty with Portugal, and with any Foreign Powers, containing a Reciprocity Provision.
1	Bank of England Incorporation.	4, 5 Wm. 4, c. 80	Till Redemption of National Debt.
28	Bank of England Privileges.	3, 4 Wm. 4, c. 98	Determinable on 12 months' notice after 1st August, 1855, and payment of Debt due from the Public to Bank.
3	Bank of Ireland	3, 4 Vict. c. 75	Until payment of Loans from the Bank to the Public, and 12 months' Notice of Dissolution.
36	Civil List	1, 2 Vict. c. 2	Six Months after the Death of the Queen.
38	Foreign Trade	1, 2 Vict. c. 113	Duration of Treaty with any Foreign Power, containing a Reciprocity Provision.
5	Friendly Societies	4, 5 Wm. 4, c. 40	Earlier Acts continued until conformity with 10 Geo. 4, c. 56, as amended by 4 & 5 Wm. 4, c. 40
6	Friendly Societies	4, 5 Wm. 4, c. 40	Earlier Acts continued until conformity with 10 Geo. 4, c. 56, as amended by 4 & 5 Wm. 4, c. 40.
2	.. ..	18 Geo. 3, c. 31; 1 Wm. 4, ses. 2, c. 25	Lives of Grantees.
9	.. ..	47 Geo. 3, st. 1, c. 39	Lives of the Grantees.
10	.. ..	56 Geo. 3, c. 21	Life of the King of the Belgians.
11	.. ..	58 Geo. 3, c. 24	Life of the Duchess of Cambridge.
15	Royal Family	1 Geo. 4, c. 108	Lives of the Grantees.
20	.. ..	1, 2 Wm. 4, c. 4	Life of Queen Dowager.
37	.. ..	1, 2 Vict. c. 8	Life of the Duchess of Kent.
43	.. ..	3, 4 Vict. c. 3	Life of Prince Albert.
62	.. ..	6, 7 Vict. c. 25	Life of the Princess Augusta.
77	St. Briavels, Small Debt Court.	5, 6 Vict. c. 83	Six Months after the passing of any General Act for the Recovery of Small Debts.
26	West India Relief	5, 6 Wm. 4, c. 51.	Until the loan of 955,000l. under the Act shall have been advanced, or the Commissioners of Her Majesty's Treasury shall sooner determine.
63	Wheat, &c. Canada	6, 7 Vict. c. 29	Continuance of Duty imposed by an Act of the Colonial Legislature of Canada, of the 12th October, 1842, on all Wheat imported into that province.

EXPIRED LAWS,

VIZ.—BETWEEN 26TH JANUARY, 1841, AND 1ST FEBRUARY, 1844.

Subject.	Original Acts.	Last continuing Act.	Time of Expiration.
Portuguese Dominions, Trade with	51 Geo. 3, c. 47	.. .. ..	30 July, 1842.
Royal Family, Duchess of Cumberland	58 Geo. 3, c. 25 .. .	.. .. ..	21 June, 1841.
Cornwall and Lancaster, Duchies of....,	1, 2 Wm. 4, c. 5 ..	1, 2 Vict. c. 101	9 November, 1841.
Chimney Sweepers	4, 5 Wm. 4, c. 35..	3, 4 Vict. c. 85	1 July, 1842.
Ecclesiastical Preferment and Property, St. Asaph and Bangor.	5, 6 Wm. 4, c. 30 6, 7 Wm. 4, c. 67	4, 5 Vict. c. 39*	12 August, 1842.
Stannary Courts, Cornwall	6, 7 Wm. 4, c. 106..	.. .. ..	1 March, 1842.
Corporate Property, Ireland	2, 3 Vict. c. 76....	3, 4 Vict. c. 109	25 October, 1841.
Manchester Police....................	2, 3 Vict. c. 87 ...	.. .. ..	12 August, 1842.
Birmingham Police	2, 3 Vict. c. 88	.. .. ..	12 August, 1[illegible].
Bolton Police	2, 3 Vict. c. 95	.. .. ..	12 August, 1842.
Fisheries	2, 3 Vict. c. 96	5, 6 Vict. c. 63	1 August, 1843.
Manchester, Birmingham, and Bolton Police Rates	3, 4 Vict. c. 30	.. .. ..	12 August, 1842.

* These Acts were repealed, except as to St. Asaph and Bangor, by 3, 4 Vict. c. 113. As to those dioceses, they were further continued by 5, 6 Vict. c. 112, until the repeal of the last-named Act by 6, 7 Vict. c. 77.

THE MAGISTRATE.

Summary.

No incident in the administration of the law during the past week calls for comment in this place. The absorbing topic of incendiarism, as developed by the trials at the assizes, is treated of in a leading article.

THE RECORDERSHIP OF SALISBURY.—There were several candidates for this office, among whom was Mr. Slade, the barrister, who has attended the Western circuit and Wilts sessions for fourteen years. He has attended strictly to his profession, and has now considerable business both on the circuit and at the session. He had also been connected by marriage with Mr. Wyndham, formerly member for Salisbury, and he had naturally looked forward to this recordership as a kind of result of his labours. He is also a stanch Conservative, and upon the late vacancy it was confidently anticipated that the Government would have conferred this office upon Mr. Slade. It turns out, however, that a Mr. Chambers has been chosen by Sir James Graham. Now, the first and natural question in every one's mouth was, Who is Mr. Chambers? It so happens that Mr. Chambers is the brother-in law of Lord Wodehouse, and during the time the selection for the recordership was pending, Lord Wodehouse stepped in to help Sir James Graham by abusing the Suffolk correspondent of *The Times* in no measured language, and contradicting his statements. A few hours passed over, and Mr. Chambers was appointed Recorder for Salisbury. A few days had only elapsed before Lord Wodehouse admitted the error of his statement as regarded the fires and working of the Poor Law in Suffolk and apologized to *The Times* correspondent for his contradiction. What morality is exhibited in this short paragraph!—*Times.*

THE LAWYER.

Summary.

THE week has been barren of events interesting to the legal world. The following letter, on the delays in the Chancery Registrar's Office, has appeared in *The Times*:—

"TO THE EDITOR OF THE TIMES.

"Sir,—On the 26th of June last, an order was pronounced by Vice-Chancellor Knight Bruce, and the papers were afterwards left at the seat of the registrar of the day to draw up the minutes of the order; after four or five days the solicitors of the parties apply at that registrar's seat for the minutes, and are then informed that it is not that registrar's order, but belongs to another registrar; a further delay then takes place, in consequence of a disagreement between the two registrars as to which should shirk the drawing up of the order. It is then handed to the other registrar; the solicitor then applies to that registrar for the minutes, and is told that he cannot look at it for some days. Upon this the solicitor consents to draw up the minutes himself, which are approved of by the other solicitor in the cause, and handed to the registrar for settlement; that registrar again declines to draw up the order, and the papers are transferred back to the first-mentioned registrar. From that time to this the order remains unpassed.

"By the old practice of the Court the registrars received certain fees upon drawing up the orders; the contention would then have been who should have the drawing up of the order, instead of (as now) which should get rid of the trouble.

"The insertion of the above in your valuable journal will oblige, Sir, your obedient servant,

"July 29. "A SOLICITOR."

Memoranda for Lawyers.

Administrator.

The last issued part of Meeson and Welsby's Exchequer Reports contains an important case upon the title of an administrator to sue on a contract made before administration granted; the Court ruling that he might do so.

The facts were, that E. Pollard sent goods to Fernando Po, and then died intestate. The defendants bought the goods there after his death from his agent, who sold them for the benefit of the estate. After the sale, the plaintiff took out letters of administration to the intestate, and sued the defendants for the price of the goods. At *Nisi Prius*, the jury found for the plaintiff, with leave reserved to defendants to move for a nonsuit.

The question at issue was, whether the title of an administrator had relation back to the time of the death of the intestate, or dated from the grant of the letters of administration. The Court held that it related back to the death of the testator.

The point was ably argued, and, for an elaborate report of the arguments, the reader is referred to the report. In this place we can only occupy their attention with the results. The judgment of the Court was as follows:

"PARKE, B.—In this case, which was argued a day or two ago, we delayed giving our judgment, not on account of any doubt we entertained at the time, but in order that we might refer to the several authorities cited at the bar. We are of opinion that the rule to enter a nonsuit must be discharged. The only question is, whether the plaintiff could sue for goods sold and delivered by him as administrator of one Pollard, upon the facts which were in evidence on the trial. It appeared that the goods were sold after the death of the intestate, and before the grant of letters of administration, by one who had been the agent of the deceased on the coast of Africa; and that they were there sold avowedly on account of the estate of the intestate. It is clear that the title of an administrator, though it does not exist until the grant of administration, relates back to the time of the death of the intestate; and that he may recover against a wrong-doer who has seized or converted the goods of the intestate after his death, in an action of trespass or trover. All the authorities on this subject were considered by the Court of Common Pleas, in the case of *Tharpe* v. *Stallwood* (a), where an action of trespass was held to be maintainable. The reason for this relation given by Rolle, C.J. in *Long* v. *Hebb* (Styles, 341), is, that otherwise there would be no remedy for the wrong done. The relation being established for the benefit of the intestate's estate, against a wrong-doer, we do not see why it should not be equally available to enable the administrator to obtain the benefit of a contract intermediately made by suing the contracting party; and cases might be put in which the right to sue on the contract would be more beneficial to the estate than the right to recover the value of the goods themselves. In the present case, there is no occasion to have recourse to the doctrine, that one may waive a tort and recover on a contract; for here the sale was made by a person who intended to act as agent for the person, whoever he might happen to be, who legally represented the intestate's estate; and it was ratified by the plaintiff, after he became administrator: and, when one means to act as agent for another, a subsequent ratification by the other is always equivalent to a prior command; nor is it any objection that the intended principal was unknown, at the time, to the person who intended to be the agent, the case of *Hull* v. *Pickersgill* (1 Bro. & B. 282), cited by Mr. Greenwood, being an authority for that position. We are, therefore, of opinion, that the plaintiff is entitled to recover."

(a) 12 Law J. N. S. 241. See also Brooke's Abr. Relation, 15.

Practice—Interpleader.

The same report contains, also, a case that calls for notice. It is that of *Patorni* v. *Campbell* (12 Mee. & Wels. 277). The facts it is needless to repeat. The point settled was this, that a party cannot avail himself of the Interpleader Act (1 & 2 Wm. 4, c. 58, s. 1), if he has incurred a personal liability to either of the contending parties.

Practice—Sheriff's Court.

For our readers the following case will have an interest.

In *Harrison* v. *Sutton* (12 Mee. & Wels. 307), it was held, that where a cause is directed by a judge's order to be tried before the sheriff, and the plaintiff neglects to go to trial, the defendant may take down the cause by proviso, even although it has been once tried, the Court having granted a new trial. It was observed by

"Lord ABINGER, C.B.—I am of opinion that this rule ought to be discharged. The object of the stat. 3 & 4 Wm. 4, c. 42, s. 17, was to facilitate the trial of causes, where the amount in dispute is under 20*l.* by enabling the Court to direct a trial before the sheriff or other judge of an inferior tribunal: but such a trial is to be conducted in the same way as, and is liable to all the incidents of, any cause tried before a judge at Nisi Prius. And if so, why should the mode of proceeding to trial by proviso, which is one of the means which the law gives a defendant of proceeding to trial with a cause, and so putting an end to it when the plaintiff will not, be deemed inapplicable to cases of this description? There is nothing in the Act which says that a trial by proviso shall not apply to cases within the Act, and it is reasonable that it should. The defendant has a right to bring the cause to a termination.

"GURNEY, B. and ROLFE, B. concurred."

THE PROPERTY LAWYER.

EXECUTION OF LEASING POWER.

(*Continued from page 333.*)

MAULE, J.—My lords, I am of opinion that the lease was a valid execution of the power. The power requires that upon every such lease there should be reserved and made payable, during the continuance thereof, the best improved yearly rent that could be reasonably had for the same; it further requires, that there should be no fine, that there should be a clause of re-entry for non-payment of rent, and that the lessor should execute a counterpart. The lease in question is for twenty-one years from the 11th of October, 1833, and the rent of 903*l.* is payable on the 6th of April and the 11th of October in every year, except the last half-year's rent, which is made payable on the 1st of August next before the determination of the said term. It is agreed, that the power is well executed, if the last half-year's rent might be reserved payable on the 1st of August. It is to be observed, that this power, though it requires a yearly rent to be reserved and made payable during the term, does not point out any mode or term in which it is to be made payable; it has no such words as "by equal half-yearly payments," or "by yearly payments," and in the absence of such words, it is well settled that a rent may be a yearly rent though reserved payable half-yearly. It follows from this, that "yearly" means payable within each year, not payable at the end of a year; for if it had that meaning, a rent payable half-yearly would be only a part and not entirely a yearly rent, and, therefore, a bad execution of a power requiring a yearly rent. It has been contended, indeed, that, as the last rent payable under this lease is before the end of the term, the rent is not payable during the continuance of the term; but I think that is a forced and unnatural construction of the power, the proper meaning of which is, that the rent shall be payable in every year during the continuance of the term, the words "during the continuance of the term" being used to exclude payments after the term. If it had said it should be "reserved and made payable on every 1st of August in every year during the said term," there would have been no doubt that a rent payable on that day would have

been sufficient, though the term continued after the last payment. The present power has, in effect, said that there shall be reserved and made payable, during the continuance of the said term, the best yearly rent on such days as the lessor and lessee may agree upon; for, as it does not in any way point out the days, it leaves it to the parties to suit themselves about it. It appears to me, therefore, that that power has been literally pursued, and when that is the case, the execution of it is good, though some other mode might be suggested which would be more beneficial to the remainderman, possibly with the exception of a case of fraud, which, however, it is not necessary to discuss, inasmuch as nothing of the kind can be here suggested. There are cases, indeed, in which the power has not been complied with according to its terms, but it has been insisted that it was sufficiently executed, because the actual execution could not put the remainderman in a worse situation than that in which he would have been, if the terms of the leasing power had been pursued, and leases have been sustained on this ground. Whether such a ground has been taken in support of an execution not according to the terms of the power is a legitimate argument in support of the objection to the lease, that, in some event, the remainderman would be worse off than if the power had been pursued; but it is a fallacy to apply this argument when the leasing power has been pursued, and to insist that a lease is bad though the power is pursued, because some other mode of execution, also within the power, would, in some event, have been more beneficial to the remainderman; indeed, if such an argument could be sustained, in many cases,—for instance, in this,—a valid execution of a power would be impossible. The Court of Exchequer Chamber seems to have lost sight of this distinction when it states the case of *Doe dem. Harris* v. *Morse* (2 C. & M. 247) to be directly in point, and the leasing power in that case to be substantially the same as in this. The leasing power in *Doe dem. Harris* v. *Morse* required that there should be reserved and continued payable during the continuance of the lease, by half yearly payments, the best and most improved yearly rent, whereas, in the present power, nothing is said about the period of payment; and the lease in *Doe dem. Harris* v. *Morse* reserved the rent payable the 1st of May and the 29th of September, *i. e.* at periods of five and seven months; that was held not to be rent payable by half-yearly payments; it was clear, therefore, that the power was not complied with in terms; and it being insisted, that the remainderman could not be prejudiced, and that, therefore, the case might be sustained as a sufficient though informal execution, Baron Bayley, in answer to this argument, made use of the dicta for which alone the case was cited by counsel in the Exchequer Chamber, and cited as a case in point, as the Court seem to have considered it. But though this case is not in point, that put by Justice Powell, in *Reg.* v. *Weston*, and agreed to by by Chief Justice Holt, is in point. In that case, the first of those learned judges, desiring to illustrate the case in hand by something clear and indisputable, said, that, if a man had power to make leases, reserving the ancient yearly rent annually, yet, if it was received on a day before the year was up, as if the year ended at Christmas, and was received at Michaelmas, it would be well, pursuant to the power, to which Chief Justice Holt agreed. As to the weight of such an argument, I refer your lordships to what Lord Abinger observed, when the case was cited in the Exchequer. On the whole, therefore, I am of opinion that the lease was a valid execution of the power.

COLTMAN, J.—My lords, in answer to the question proposed by your lordships, I humbly beg to state my opinion that the indenture of lease between Phillip Mallet Case and Margaret Rutland, dated the 14th of December, 1833, as stated in the special verdict, is not a valid execution of the power of leasing, also stated in the special verdict, given by the will of Benoni Mallet. It appears by the special verdict that the donees of the power are authorized by indenture under their hands and seals to demise for any term not exceeding twenty-one years in possession, so that upon every such lease there should be reserved and made payable during the continuance thereof the best improved yearly rent that could be reasonably had for the same, without taking any sum or sums of money by way of fine or income for or in respect of such lease, with other provisoes not material to be considered. The lease was made on the 14th of December, 1823, for twenty-one years from the 11th of October preceding, yielding and paying the yearly rent of 903*l.* by equal half-yearly payments, that is to say, on the 6th of April and the 11th of October in every year, in equal portions, except the last half-year's rent, which was thereby reserved and agreed to be paid on the 1st of August next before the determination of the said term. Now, what is it that the power requires? It requires that the best yearly rent shall be reserved, and that it shall be reserved and made payable during the continuance of the term; and, on the best consideration I can give the subject, it appears to me, that, in order to a compliance with the power, there ought to be, during the whole time that the term shall continue, rent growing due to the person who is entitled for the time being to the rents and profits of the land, so that no part of the time during which he is so entitled should be barren and unproductive to him. This view of the law is, I think, sanctioned by the opinion of Mr. Justice Bayley, as it is to be collected from his judgment in the case of *Doe dem. Harris* v. *Morse* (2 C. & M. 247), and such appears to me to be the view most conformable to the words of the power. The case of *Isherwood* v. *Oldknow* (3 M. & Selw. 382) may appear at first sight in some degree at variance with the opinion above expressed, but I think on examination it will not appear to be so. There the power to make leases was for two or three lives or for twenty-one years, so as there were reserved payable during the continuance thereof the best and most improved yearly rent which could be gotten for the same, without taking any sum of money for or in lieu of a fine or income for the same. A lease was made, under the power of the 15th of October, 1800 for fourteen years, to be computed, as to the meadow and plough lands, from the 13th of February then last, the pasture lands from the 25th of March then last, and as to the messuage, from the 12th of May then last past, under a yearly rent of 100*l.* payable by half-yearly payments on the 11th of November and the 25th of March; and this lease was held good, although it was open to the objection that the term, as far as the house was concerned, had a continuance for a period of six weeks after the last rent day. No objection was raised to the lease on this score, it being, I conceive, considered, that, as the whole of the land was to be given up on or before the 25th of March, the term was to be looked upon substantially as not extending beyond that period, so that the reservation of the rent might reasonably be considered as co-extensive with the continuance of the term. This mode of viewing the term as expiring on the 25th of March is analogous to what takes place with respect to the notice required to be given to a tenant from year to year who has entered on different parts of the demised premises at different times. The law requires, in order to determine his tenancy, that half a year's notice should be given him, ending at the expiration of some year of his term; but it is always held a sufficient compliance with the rule, if the six months' notice is given with reference to the time of entry on the substantial part of the demised premises, for his year is considered as ending when his interest in the substantial part of the demised premises expires. (*Doe* v. *Snowdon*, 2 Wm. Black. 1224; *Doe* v. *Watkins*, 7 East, 551.) It may be proper here to notice a passage to be found in the *Queen* v. *Weston* (2 Ld. Raym. 1198), where Mr. Justice Powell is reported to have said, that if a man had a power to make leases, reserving the ancient yearly rent annually, yet if it were reserved upon a day before the year was up, as if the year ended at Christmas and it was reserved at Michaelmas, it would be well, pursuant to the statute, to which Lord Holt agreed. The opinion thus expressed by Mr. Justice Powell having reference to a supposed case not very particularly stated, it is difficult to say how far it was intended to go. If he was contemplating a case in which an ancient rent was reserved upon the ancient and accustomed day of payment, it would be the same case with *Doe* v. *Wilson* (5 B. & Ald. 363). There the power was to lease for twenty-one years, or any term of years determinable upon three lives, so as upon every such lease there were reserved and made payable during the continuance thereof the usual and accustomed yearly rents, boons, and services for the same. The lease was made on the sixth of January, to hold from that day for ninety-nine years, if three persons, therein named, should so long live, at a rent payable at Lady-day and Michaelmas in every year. It was objected to the lease, that the first payment, being to be made on the 25th of March, in little more than two months after the demise, was rather in the nature of a fine than rent, and the last payment, if the lives should last till the end of the term, being to be made on the 29th of September, whereas the lease would not expire till the 6th of January following, the rent could not be considered as having been made payable during the continuance of the term. But as it appeared from former leases of the demised premises that the 25th of March and the 29th of September were the usual and accustomed rent-days, the Court were of opinion that the reservation of the rent was in conformity with the power. In that case, although by the terms of the power the rent was required to be reserved during the continuance of the term, yet it was the usual and accustomed yearly rent which was to be reserved, and the reference to the accustomed rent qualified the words of the power, which required a yearly rent to be reserved during the continuance of the term. This case, therefore, will not furnish a rule for construing the same words, where there is nothing in the context to indicate that they are used in any limited and restricted sense. On these grounds it seems to me that there has not been in this case a compliance with the requisites of the power; and although the deviation is not in a very important particular, great inconvenience would follow from introducing, without any necessity, laxity and uncertainty into a branch in which the provisions of the law may so easily be accurately complied with.

COLERIDGE, J.—My lords, it will be unnecessary for me to re-state the question upon which your lordships have called for my opinion, or to detail at any length the facts out of which it arises. The question turns upon the execution of a leasing power contained, in a will, which, among other things, required, that, in every lease made under it, there should be reserved and made payable during the continuance thereof respectively, the best improved yearly rent that could be reasonably had for the same, without taking any sum or sums of money by way of fine or income for or in respect of such lease or leases, and that there should be a clause of re-entry for non-payment of the rent. The lease in dispute was made on the 14th of December, to hold from the 11th of October preceding; the rent was reserved payable on the 6th of April and 11th of October, except the last half-year's rent, which was reserved and agreed to be paid on the 1st of August preceding the determination of the term; and it is upon this stipulation as to the last half-year's rent that the objection is founded. In order to a due construction of any leasing power, we are to be guided of course by the intention of him who created it. In this inquiry, it will almost universally happen that the intention is in part expressed, in part to be collected by implication. With regard to the former, I am not aware that any difference of opinion as to the rule to be observed prevails. However unreasonable or unnecessarily minute it may be, it is an express condition which binds the party who acts under the power; he can enter into no consideration of consequences; he must obey it strictly; and any substantial deviation, however desirable in itself, upon a just consideration of all the circumstances, will vitiate the instrument on which it appears: this, then, is the first inquiry. The power in terms requires, that "upon every such lease there should be reserved and made payable during the continuance thereof the best improved yearly rent that could be reasonably had for the same, without taking any sum or sums of money by way of fine or income for or in respect of such lease." The objection to the lease seems to raise only two questions upon this:—Has the rent been reserved and made payable during the continuance of the lease? Has any sum been taken by way of fine or income in respect of the lease? These questions will in fact resolve themselves into one, and they both involve an inquiry into the character which we are to ascribe to the payment which is to be made on the 1st of August in the last half-year of the term; for it has been doubted whether that payment can properly be considered rent at all, and is not rather in the nature of a fine or income, or, at all events, a money payment not issuing out of the land, nor paid in return for the occupation thereof. On the first view, an express prohibition in the power would be disregarded; in the last, the rent would not be reserved during the continuance of the term, but the occupation for a whole half-year would be rent-free. I cannot, however, acquiesce in either view; it does not seem to me that this partial anticipation of the payment of one small portion of the rent at the very close of the term bears any resemblance in character to a fine or income; it has no effect on the amount of rent annually reserved, nor can have been stipulated for with a view to the interest of the tenant for life, as opposed to that of the remainderman. If it be not a fine or income within the meaning of those terms as used in the power, it seems scarcely worth while to inquire whether it strictly fulfils the legal definition of the term "rent," because we must construe that term as used in the power popularly, according to the manifest intention of the devisor; and yet it may be observed, that it is clearly a return, annual in its nature, for the occupation of the lands, and that distress is incident to it. Certainly, we have no right to require a closer agreement to rent, in the strictest sense, in all its essential qualities. In 2 Rolle's Abridgement, 446, tit. "Reservations," B. pl. 1, it is said, "if a man grant a future interest in land, as for certain years, to commence ten years after, he may reserve a rent upon this, payable presently;" and Mr. Cruise gives the reason; "for it will be a good contract to oblige the lessee, and to ground an action of debt, and the lessor may have his remedy by distress for the arrears when the lessee comes into possession." I come then to the question,—Has it been reserved and made payable during the continuance of the lease? It is urged that, to satisfy these words, rent ought to be accruing and issuing out of the land from day to day for every day so long as the term endures, and up to the last moment; but that, from the 1st of August to the 11th of October in the last year, if the rent be paid according to the stipulation of the lease, the land will become rent-free; no rent will be issuing from it; that the rent, therefore, is not reserved during the continuance of the term. It seems to me, that the words "during the continuance of the lease" will more reasonably bear another meaning, and that the stipulation merely requires that the best improved yearly rent shall be reserved for every year of the term for the whole period of it, and that it should be made

payable in every year during the continuance of the term; that is, neither before its commencement, which might make it a fine, nor after its termination, by which the security of distress for its payment at all might be lost. In this sense, the lease satisfies the stipulation of the power; and I conclude, therefore, that the lease is a valid execution of the power, so far as regards the expressed intentions of the devisor in the creation of it. But although there be no breach of any condition expressly imposed by the leasing power, I am still to inquire whether the case satisfies all those that are implied in it, for I cannot agree that a merely literal compliance with the written terms of the power will suffice; the terms of the lease must be such as to satisfy the intention of the devisor, as that may be collected from the language he has used. It has been said that, where there is a literal compliance with the power, the only proper inquiry remaining is, whether the lease is such as a prudent tenant in fee-simple would have made. Such an inquiry might in many instances lead to the same conclusion in fact as a more correct one; but, on the other hand, many circumstances might very reasonably induce a prudent owner of the fee to make such a lease as could contravene the intentions of the framer of such a power as that under consideration; it might be wise in him, for good consideration, to postpone or to anticipate the receipt of the profits; the tenant for life and the remainderman, though their estates make up the whole fee, do not, in respect of interest in the profits, make up exactly the tenant in fee, for they have several, and, in many respects, opposite interests. The true criterion is the intention of the devisor. Now, he intended that the tenant for life, in spite of the uncertainty of his interest in duration, should be able to grant a certain lease; that in this lease the rent should be so reserved as to make the tenant's occupation equally profitable in the way of render to the landlord for the time being throughout its whole duration; the rent, therefore, was not to be anticipated in the shape of fine or forêgift, but to be reserved and made payable yearly during the continuance of the term. Thus far his intention is clear; but the very terms in which he has disclosed this intention shew also that he was not anxious to provide for absolute certainty and unerring equality on the division of the profits between the tenant for life and the remainderman, in case the former should die during the continuance of the term: that could only be secured by directing a reservation of the rent daily, and he makes no such unreasonable stipulation; he does not even direct it to be reserved weekly, monthly, or quarterly; he uses the term yearly, and that permits a yearly, half-yearly, or quarterly reservation. Something, therefore, is necessarily left to what we call chance during the whole twenty-one years, for the tenant for life may die soon after the commencement, or towards the close of a half year, and his occupation for a short period may be profitable or not, accordingly. The devisor appears to have entered into no calculation on such minute points. It is said that his intention was, that in no event should the remainderman's occupation be for any period of time barren. That could only be effected, consistently with a yearly reservation, by making it possible in a certain event for the occupation of the tenant for life to be barren for a considerable period; in other words, he would give the remainderman a preference over the tenant for life. But what is the evidence of such intention? I cannot collect it from the words of the power or the circumstances it must have contemplated. It has been asked whether the whole last year's rent might have been reserved at the beginning of it. I am inclined to think that the spirit as well as the letter of the power would allow this; but I do not pronounce a decided opinion; it seems to me unnecessary to form one in order to answer your lordships' question, for in a matter of this sort much will depend on degree; extreme cases, therefore, will not, as sometimes they will, test the soundness of an opinion. In this view I observe upon the fact that it is not the first half-year's rent, nor every half-year's rent, but only the last, of which the payment is anticipated. Whoever is to receive that payment will be benefited by the stipulation, because he thereby gains the power of distress with the crops on the ground; and at the original granting of the lease it was more probable that the remainderman would be benefited than the tenant for life. Being, therefore, on the whole, of opinion that this lease has been framed in accordance with the intention of the devisor, expressed and implied, I am of opinion that it is a valid execution of the power.

(*To be continued.*)

LEGAL INTELLIGENCE

The Lord Chief Justice of the Court of Common Pleas has been pleased to appoint Mr. William Jones, of Newtown, Montgomeryshire, and Ayrton Gatliff, of Leeds, in the county of York, gent. perpetual Commissioners for taking the Acknowledgments of Deeds by Married Women.

Court of Bankruptcy.—In consequence of an awkward mistake on Tuesday, by which an insolvent escaped an opposition, Mr. Commissioner Goulburn has given an order for the cases of all insolvents to be called on by the usher, so that solicitors in attendance may not plead ignorance of which case is going on. The case in question was one of six, all appointed at the same hour, and in consequence of the business being conducted in a buzzing conversation between the parties and the different official assignees almost at the same moment, it was difficult to distinguish which was going on; the consequence was, that although the case stood five on the list, and half an hour only had elapsed, the final order was signed before the solicitor heard the name mentioned. He then claimed to have the order retracted. The commissioner said he regretted the mistake, but having signed the order, he could not interfere.

Robberies in Solicitors' Chambers.—During the last few days many attempts at robbery in the chambers of solicitors in Lincoln's-inn and Lincoln's-inn-fields have occurred, and some of them attended with success. This being the time when solicitors are leaving town, their chambers are left upon the lock, and a party of fellows are prowling about on the watch for such apartments, and having obtained entrance by means of false keys, plunder all they can lay their hands on. The chambers of Mr. Wrightson, in Lincoln's-inn-fields, have been entered by a picklock-key, and robbed of a quantity of jewellery, wearing apparel, &c. taken from the drawers; and yesterday the chambers of Mr. Urquhart, in Lincoln's-inn-fields, south side, were attempted as early as half-past four o'clock in the afternoon; but, owing to the lock being a Bramah, the wards of the key broke and defeated the attempt. Information was immediately conveyed to the inspector of police at the police-station, Bow-street, and an extra officer will, no doubt, be stationed in that neighbourhood. This should act as a caution, however, to solicitors leaving their chambers in an unguarded state, as the same system of robbery exactly took place last year, and with much greater success. When the parties are met on the stairs of the chambers they have some excuse as to having been up on business, so that detection cannot take place unless they are followed and seen in the act of picking the lock.—*Evening paper.*

The Irish State Trials.—The judges will not all be in town until Friday, the 23rd of August; their lordships shortly afterwards will have a meeting to consider the questions propounded to them by the House of Lords, and it is generally expected that judgment in the case of Mr. D. O'Connell, and the other traversers, will be given either on Thursday, the 29th, or Friday, the 30th of August. As before stated, when the public business of Parliament is brought to a close, both Houses will adjourn from time to time, until the judgment on the writ of error is pronounced. There will be no formal prorogation until then.—*Standard.*

Abolition of Imprisonment for Debt in Prussia.—The *Gazette des Tribunaux* states, on the authority of a letter from Berlin, that the Prussian Government has come to a resolution to abolish imprisonment for debt in all cases.

Game Laws on the Continent.—The Correctional Tribunal of Lille has recently decided that larks are game, and that it is unlawful to carry them about even when alive!

To Readers and Correspondents.

An Original Subscriber.—*Thanks. The communication will receive due consideration.*

Owing to an extraordinary influx of advertisements, we are this week compelled to postpone the letters of several esteemed Correspondents, which are in type, also the first of a series of valuable Lectures on Medical Jurisprudence, by Professor Taylor.

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NOTICE.

Part IV. of the Appendix to the Law Times was published on Saturday last, and contains the conclusion of the *Criminal Law Consolidation Bill* (which forms, in fact, a digest of the entire criminal law of England), and Mr. Starkie's valuable Digest of the *Law of Gaming.* Price 1s. only.

TO CLERKS OF THE PEACE.

THE APPENDIX.—ORDERS OF SESSIONS.

Some of our readers having suggested that a collection of the Rules and Orders of Sessions in all the counties in England and Wales would be a valuable boon to the Profession, and should form a portion of the Appendix, we shall be much obliged to any Clerks of the Peace who may have printed copies of such rules and orders of their respective counties, to forward one of them by post, if within reasonable weight, that we may judge from inspection how far they are likely to be useful, and if their length suits our space.

Some correspondents have suggested the publication in the Appendix of such valuable Precedents as any of our readers may possess and be willing to publish for the advantage of the Profession. We need not say that such contributions would be very welcome, and that the pages of the Appendix could not be more usefully occupied.

THE LAW TIMES.

SATURDAY, AUGUST 3, 1844.

NOTES UPON CIRCUIT.

ACQUITTED PRISONERS.

There is an evil that cries aloud for a remedy.

A prisoner is acquitted and discharged. If he have a home to return to, and friends to help him on the way, he suffers no other mischief than the anxiety of a trial, the imprisonment that precedes it, and the cost of his defence, and his family the loss of their little furniture, and their dinners for a few weeks.

But if the prisoner who has been prosecuted by the Crown and pronounced "Not guilty" of the crime with which he has been charged, be unfortunate enough to have no home, no friends, he is, by our beneficent law, turned loose upon the world without a penny in his pocket, and no means of earning one, to starve or to become in reality the criminal he was before only suspected to be.

A striking illustration of this defect in the administration of criminal law has just occurred, and which suggested this commentary.

A little boy, twelve years old, was tried at the Exeter Assizes on a charge of arson, and acquitted. The child was much agonized during the trial, and excited the interest of many of the spectators. Some of them addressed the gaoler, and hoped that the little fellow would be delivered to the care of his friends. It then appeared that he had no friends. He was an orphan, and had wandered from London in company with his fellow-prisoner, who had been convicted of the crime with which they were jointly charged. He was obviously too young to earn a livelihood. How then was he, turned out penniless into the streets of Exeter, to find food even for the day? Still it was nobody's *duty* to see to this, there was no fund wherewith to help poor prisoners to the procuring of an honest livelihood. Another case was called on, that of the child was forgotten.

Where he is now, God knows. The probability is, that to save himself from starving he

has violated the law from whose grasp he has been so recently delivered. Who can wonder if the next assize sees him again at the bar—a criminal? The wonder will be, if he escape from his terrible temptation unstained and honest.

What is this but manufacturing criminals! How melancholy this process of first making thieves, and then punishing them. What a mockery to command people to be honest, and then to throw them into situations in which honesty is almost impossible.

Nor is the case we have narrated a singular one. At every assize it happens that prisoners are brought to the assize-town from distant parts of the county, acquitted, discharged, and left to find their way back again as best they may. The consequences of this may be anticipated.

Is it expedient that such a state of things should continue? But we go further, and ask, if it be just? Should a man who has been wrongly accused, and upon that charge dragged to a distant place to take his trial, be thus treated? Has he not a fair claim upon his accuser, the public, represented by the Crown, at least to return him to the place from whence it wrongly took him?

Among other improvements in our judicial system, the duty should be imposed upon some officer of seeing that prisoners discharged or acquitted are taken proper care of, and provided with the means of returning to their homes, or cared for until employment can be provided, if they have no homes. The cost would be trifling; but even if it were great, in a question of justice, humanity, and morality, cost should not enter into the calculation. If the present system make criminals, and undoubtedly it does, it would be a miserable economy that should expend in their punishment five-fold more than the expense of prevention. Let it then be done forthwith.

It is worthy of note, that there is a fund from which the convicted criminal receives relief on his quitting the gaol, after the expiration of his sentence. It is only the innocent, or the man pronounced innocent, to whom aid is refused.

In many counties, we believe, there are societies for the relief of discharged prisoners; they are useful, but the duty is a public one, and should be imposed upon the public; and we trust that the subject will attract the notice of some one of the readers of the LAW TIMES in the Legislature, who will make it his own, and submit a remedy for the wrong early in the next session of Parliament.

INCENDIARISM.

THE progress of incendiarism in the rural districts is a problem that perplexes the more, the more it is investigated. It was expected that the trials at the assizes now proceeding would have thrown light upon the *causes* of the crime; but they have entirely failed to do so. Each case seemed to rest upon its own circumstances, and the only fact positively ascertained, and it is an important one, is that there is no one prevailing cause, such as discontent, nor does it proceed from any agency of the nature of organized disaffection.

Thus, in Suffolk, the calendar is described by the correspondent of the *Morning Chronicle* as presenting the following results:—

"There are 55 prisoners for trial at the present Suffolk Assizes. There are 30 of these for incendiarism and for sending threatening letters; and 4 for sending threatening letters only, three of these being against property, and one against life; there are 15 for theft of various kinds; 1 for killing and slaying; 1 for murder of a bastard child; 1 for assault, with intent (a soldier); 1 for maiming a cow; 1 for stabbing; and 1 for concealment of pregnancy. Of the 55, there are six females, two of whom are for arson; namely, Ann Manning, a married woman, aged 32, convicted; and Eliza Sergeant, a married woman, aged 22, the bill ignored by the grand jury. A true bill is found against her husband and another man. Maria Barber, single, aged 25, for murder of infant; Ann Smith, married, aged 63, for theft of butter and basket; Ann Bauley, single, aged 20, for concealment; and Sarah Freestone, married, aged 53, for stealing 'half a peck of coal of the value of two-pence, the property of John Hall, of Haverhill.'

"Of the 30 prisoners for incendiarism, two, aged 22 and 35, can read and write well; eight, aged respectively 12, 1[illegible], 18, 21, 22, 29, 32, and 53, can read and write imperfectly; four, aged respectively 11, 12, 12, and 16, can read but not write; fifteen, the half of the whole, aged respectively 11, 11, 13, 15, 16, 16, 17, 17, 20, 21, 22, 28, 31, 33, and 40, can neither read nor write; and there is one whose age and education are not stated. Of the 29 whose ages are known, 15 are aged 18 and upwards, and 14 are under that age. Of the whole 30, 24 have been committed to prison by clergymen, who were either the only magistrates present at the examination, or who acted with other magistrates. Of the 15 who can neither read nor write, 12 were committed to prison by clergymen, the prisoners being principally from the respective parishes or near neighbourhood of these clergymen. Of the whole calendar of 55, there are 22 who can neither read nor write, and 18 of these have been committed to prison by clergymen. Of the whole calendar of 55, there are only 5 who can read and write well; one of them is the woman, Mrs. Sergeant, for arson, discharged by the grand jury; the second is Robert Grimwade, a *linen-draper*, for writing threatening letters; the third is John Scrutton, a *sawyer*, for theft; the fourth is Robert Hammond, a *carpenter*, for incendiarism, tried and found guilty; and the fifth is Charles Jas. Ford, a *blacksmith*, charged with stabbing. The occupations of those who can read and write well are worth notice; there is not a farm labourer among them."

In Devonshire, the calendar presented nine cases of arson; but in these the major part of the criminals were children, all of whom appeared to have been instigated by malice against the owners of the property destroyed. One of the persons convicted was evidently almost an idiot, and the act purely the mischievousness of imbecility. In all the acquittals, malice was the motive charged by the prosecution.

It is a singular fact that so large a proportion of the prevailing incendiarism is committed by children, nor is there the slightest reason to believe that they are instigated by older persons.

The absence of any thing like conspiracy or suspicion of general disaffection among the agricultural labourers, while it relieves alarm as to ultimate consequences, increases the difficulty of providing present remedies. We might have looked to legislation to remove any single cause that operated thus fearfully on so many minds; and the difficulty is not less in which the administrators of the law find themselves involved, in dealing with the cases brought before them for punishment. On the one hand, they fear to encourage the crime by lenient punishment, on the other, they feel the monstrous cruelty of transporting for life a child of twelve or fourteen years, for an offence which, however serious, not unfrequently proceeded rather from mischief than from immorality.

From a review of all that we have heard, and read, and seen, in relation to this strange social phenomenon, we are satisfied that it is not (as politicians on one side allege) the result of discontented poverty, nor (as it is asserted on the other side) the consequences of the preachings of agitators: it is, we firmly believe, nothing more nor less than one of those *moral epidemics* of which history records so many, in all ages and countries, accidental in their origin, and the *rationale* of which may be explained thus:—

Imitation is one of the most powerful of the mental faculties. There is a tendency in all persons to do as others do, and emotions and passions are readily roused by mere sympathy. The History of Fashion is but the history of the development of this faculty, and proves to what an extent of folly and even of vice its influence will carry persons who are rational and virtuous in every thing beyond its sphere. Among the most educated classes, there is almost at all times a prevailing mania upon some subject, during the prevalence of which the wonted reason and right feelings of individuals are actually so perverted as to laud that which at other seasons they would have condemned. Under such a delusion deformity becomes beauty, vice virtue, folly wisdom, and there is no limit to the extravagances into which even the sagest of the community will permit the most foolish to conduct them in the name of fashion.

And if the most sane are not exempt from the effects of an excitement of the imitative faculty, it may be readily imagined that minds having the slightest tendency to a morbid condition are peculiarly open to its influence; and so, in fact, we find it to be. Whatever strongly seizes the imagination, is brooded upon until an intense desire is felt to do the like, and to *realize* the idea, that has become actually painful for want of expression. This is the history of all great popular crimes—of those epidemic monomanias which have shewn themselves at various times and in various countries. And such we believe to be the history of the INCENDIARISM of our own day.

It prevails principally among the agricultural peasantry, because they are less educated and more solitary, and consequently have fewer thoughts to occupy their minds. The mind needs the stimulus of excitement; in some shape or other it is necessary to health, and so strong is the desire for it, that, wholesome or unwholesome, the mind will have it; and if the former be beyond its reach, it will fly to the latter. In towns there are many objects to attract and amuse, and to abstract the mind from its own thoughts, and, not the least, the constant society of fellow-beings. In the country, the mind, for want of these external stimuli, feeds upon itself—dwells upon its own ideas until they become morbid, and the result is not unfrequently *monomania*, or partial insanity. If accidentally the same idea be vividly impressed upon many of such minds, the monomania thereby produced becomes epidemic.

Applying these acknowledged laws of mental physiology to the fever for incendiarism now prevailing, it will not be difficult to trace its immediate causes.

Its remote origin cannot now be ascertained; but, whatever the accidental combination of circumstances from which it took rise, its subsequent progress cannot possibly be mistaken. Accident or design produces some two or three fires in some neighbourhood about the same time. They are talked about in the tap-room and the stable, in the church porch, at the market, and the fair; speculation is afloat as to the causes; lucifer-matches are denounced; conjecture is busy tracing the deed to the malice of this or that person, though the perpetrator escapes detection. In districts where events are few, such an occurrence fills all thoughts; the very spectacle of the fire, the splendour of the flame, the shouts, the alarm, are an excitement that yields actual pleasure to torpid minds. The shepherd-boy, as he tends his flock upon the solitude of the heath; the scullion-wench, as she plies her lonely task with no other society than her mistress, (who too often speaks to her but to scold); they, and such as they, amid the monotony of their daily duties, dwell upon the one absorbing event they had witnessed; it fills their imaginations; they reproduce the scene and recal the sayings that were abroad as to its origin, and busily try to picture to themselves the perpetrator, who he could be, and how he did it, and why; the creeping in the dark of night to the doomed rick; the handling of the fatal match; the absorbing interest of the moment when the flame was communicated; the retreat from the spot; the beholding from a safe distance the splendour of the flame; the greatness of the terror which a poor, weak, despised, trodden worm of a boy had been able to produce, and the sense of power which he possessed in his feeble arm: we say, that in the solitary labourer, man or boy, woman or servant-girl, these imaginings renewed day by day, will, ere long, become morbid; they will come though not called for, and there will be

a strong desire to realize the scene the fancy had pictured. Then will every cause of offence from employer or neighbouring farmer, a trespass punished, relief refused at the parish board, any wrong, real or imaginary, great or slight, rise up and connect itself with the disordered fancy. He has an injury to avenge like the unknown incendiary, and the deed is done. Or, even if he have none, the child's propensity to imitate what it sees and hears will be sufficient to send it forth upon the destructive mission.

Thus a few fires tend to produce more; and the more that rage, the more the mania grows. The very efforts made to repress them,—the array of police, the meetings of magistrates, the comments in the papers, the discussions in Parliament, the trials at the assizes,—all tend to increase their number, by increasing the morbid excitement which is their cause.

Such, we are satisfied, is the theory of incendiarism that is frighting the isle from its propriety. If so it be, there are but two remedies: the one immediate, the other permanent. The immediate remedy is to cease to talk about them. If the newspapers would but refrain from recording them for three months, the fever would die for want of fuel.

The permanent remedy is rather for the prevention of such mischiefs for the future. Let there be a supply of wholesome excitement for the rural mind, by means of education partly, and partly by the encouragement of sports and pastimes. It should never be forgotten that excitement is essential to mental health, and so powerful is the demand for it, that if in wholesome shape it be not attainable, the mind will seek it in any unwholesome form that most vividly presents itself at the moment.

LAW OF DEBTOR AND CREDITOR.

Mr. Commissioner Fane has forwarded to us the following outline of a plan for improving the Law of Debtor and Creditor *without abolishing Imprisonment for Debt*, which he has submitted to the Society for the Amendment of the Law. The writer's experience upon the subject of which he treats claims for his suggestions the respectful consideration of the Profession, and there is enough of novelty in his scheme to give it the interest of originality. The various propositions will demand more careful scrutiny than we can now give them. We will now only lay them before our readers with a commendation that they be read with the attention they deserve, and we shall take future opportunities of reviewing the propositions *seriatim*. The question is one of vast importance to the community, and it should receive the most ample discussion.

I. Retain imprisonment for debt, for two purposes:—

1. As giving to debtors a strong motive for declaring their own insolvency.

The motive which induces insolvent debtors to come forward and meet their creditors fairly is not love of justice, nor is it a feeling of honesty; it is dread of consequences; and the consequence which an insolvent debtor most dreads is the seizure of his *person*. Were it not hopeless, I should even propose to revive imprisonment on *mesne process*: for it is that sort of imprisonment which is the truly valuable one, and there could not be the smallest injustice in it, if it were qualified by these provisions:—1. That no debtor should be arrested who had declared himself insolvent; 2. That no debtor should be arrested except on the *order* of a Commissioner of the Court of Bankruptcy, made after careful investigation; 3. That no debtor should be arrested except in respect of a debt evidenced by the debtor's *own handwriting*; and, 4, that the commissioner should have power to release him, on his shewing that the creditor's demand was of a doubtful character. With these qualifications, whilst creditors had the use, debtors would be secure from the abuses of the old law.

2. As furnishing an easy means of inflicting punishment, where punishment is due.

If imprisonment for debt is abolished, no punishment will ever be inflicted on debtors. *Lighter offences*, of very common occurrence, such as gross extravagance, giving undue preference to creditors, buying goods for the very purpose of turning them into money and paying a relation or friend, harassing creditors by vexatious defences, giving insufficient explanations, &c. *cannot* be punished by indictment under the Criminal Law. *Graver offences will not*, because creditors will not undertake the trouble and expense of prosecution. At present, the burden of proof is on the debtor; he is either in prison or subject to imprisonment, and must shew his claim to relief, which *he* can always do, knowing all the facts. If imprisonment for debt is abolished, the burden will be shifted to the creditor, who must prove the debtor's guilt; and the debtor will of course insist on his privilege of not answering so as to criminate himself.

II. Suspend imprisonment *pending inquiry*.

No debtor who has declared his insolvency, and his willingness to submit to the law, ought to be either put in prison or kept there during the inquiry into his affairs and conduct: if out of prison, he should receive protection from arrest; if in prison, the Court should order his immediate release. His fate should depend upon the result of the inquiry.

III. Facilitate imprisonment *after* inquiry, if inquiry shews that the debtor does not deserve relief.

This should be effected by giving to every creditor, acknowledged as such in the debtor's accounts, all the rights of a *judgment* creditor; and thus enabling him, at very small expense, to seize the debtor's person as soon as the Court's protection was withdrawn. When the debtor was in prison, he would pray for relief, which might be granted after he had undergone sufficient imprisonment.

IV. Consolidate the laws of bankruptcy and insolvency, and make them into one code.

It is absurd to have one law for bankrupts and another for insolvents. There is no rational ground of distinction between traders and non-traders. In every case the property, if any, should be seized and distributed, and the person and future property (except perhaps such as comes by heirship or will) freed either at once or after proper punishment. It is as cruel to send the debtor back into the world of industry to encounter the difficulties of competition under the weight of old debts, as it is to throw an animal into the water with a stone round its neck. It is scarcely possible for either to escape sinking.

V. But, whilst consolidating the law, maintain two distinct Courts with distinct names, and, if possible, distinct places of business,—one for debtors with assets exceeding 100*l.* and one for debtors with less.

The reason for this proposal is, that, in practice, it is most inconvenient to mix up the affairs of merchants, bankers, and respectable tradesmen and their creditors, with the affairs of hack-cabmen, omnibus drivers, washerwomen, &c. and their creditors. The presence of the lowest classes in any Court has a tendency to drive out the more respectable, and it must be remembered that courts of bankruptcy and insolvency are necessarily attended by the suitors *in person*. The practical effect of having only one court will probably be, that the business of the Insolvent Debtors' Court will be transferred to the Court of Bankruptcy, and the business of the Court of Bankruptcy to the privacy of solicitors' offices, and thus the greater part of the benefit derived from the reforms in bankruptcy effected in the last fifteen years will be neutralized. The character of the cases which the Insolvent Law of 1842 has brought into the Court of Bankruptcy may be judged of from this fact,—that the number of cases is about 1,500, and the assets received about 5,000*l.* being an average of about 3*l.* 10*s.* in each case. Such cases are not fit for the Court of Bankruptcy, which Lord Eldon always declared was a court for the distribution of *assets*. In such cases official assignees are evidently useless. The true policy would be, if possible, to keep the cases as far apart as Portugal-street, Lincoln's-inn-Fields, is from Basinghall-street, in the centre of the City.

VI. Abolish execution against *property* at the suit of *individual* creditors, and substitute seizure, as in bankruptcy, and thus have only one seizure and *one expense*.

If a debtor adjudged to pay a debt does not pay it, the strong presumption is, that it is because he *cannot*. If so, he is an insolvent; for if he cannot pay *one* creditor, *à fortiori* he cannot pay *all*. If he is insolvent, there is no reason why his property should be seized by *one*, for his exclusive benefit, to the prejudice of the rest; that *one* being always either a fictitious creditor in league with the debtor, or, if a real creditor, either a favoured one, or the most harsh, exacting, and selfish. Execution against *property*, to an *honest* creditor, is generally not only useless, but ruinous; for after the creditor has seized, a claimant to the property starts up, and as it is impossible, in the nature of things, for the creditor to know whether the claim is good or not, he either withdraws after having incurred considerable expense, or enters into the contest and is defeated by a fraudulent bill of sale, which he has no possible means of proving to be fraudulent.

VII. Enable the *debtor* as well as the creditor to originate the proceedings in bankruptcy and insolvency; and, in order to facilitate proceedings by a creditor, make the non-payment of a debt within three weeks *after judgment* an act of bankruptcy.

No satisfactory reason has ever been given for not permitting a bankrupt to procure the adjudication of bankruptcy *against himself*. At present, the law allows him to gazette himself insolvent, but will not permit him to go further and obtain his protection from arrest. This is most unreasonable; and the more so, because, whilst the law embarrasses an honourable man, who objects to gain his object indirectly by persuading a friendly creditor to take out the fiat, it does not in the least impede the less scrupulous man, who always has a creditor ready to act. If the debtor could take out the fiat and procure a declaration of bankruptcy, on his own admission of the three requisites,—a sufficient debt, a trading, and insolvency,—the expense of the attendance of three persons, and much delay, would constantly be saved.

VIII. Distinguish cases in the Court of Bankruptcy into two classes: the first class to include cases where the insolvent originates the proceedings against himself, and is willing to swear to his belief, that his assets, if realized in the ordinary course of business, would suffice to pay 10*s.* in the pound on his debts: the second class to include all other cases.

In the first class let *privacy* be the pervading principle, unless the assignees should require *publicity*, or some ground should be shewn for suspecting fraud; and let the proceeding be called by some name other than bankruptcy,—cessio or composition perhaps might do. In such cases there would be no publication in the *Gazette* and no seizure by the messenger in the first instance; the notice to creditors would be by private circular.

In the second class *publicity* would be the prevailing principle.

The object of this would be to furnish insolvent traders with a strong motive for the *early* calling together of their creditors, by exempting them in such a case from harsh names and from unnecessary publicity; indeed, there are many cases where creditors, and those the most respectable, are as averse to publicity as the debtor himself.

IX. Afford no facilities for composition until *after* the insolvent has delivered in his accounts and *sworn* to their truth; after that, afford every facility.

X. Digest the existing law, dividing it into its two branches,—the law itself, and the code of procedure.

C. Fane.

Court of Bankruptcy, May 1844.

VERULAM SOCIETY.

The first part of the Criminal Cases will be ready by Saturday next.

The second part of the Cases on Real Property and Conveyancing is in a forward state.

An accident has delayed the publication of the Registration Appeal Cases.

It will be seen by the additions weekly made to the list that the Society is rapidly progressing in numbers.

The entrance-fee will remain, as now, at *half-a-guinea*, until the beginning of the new year.

It is hoped that after the Vacation the numbers will be sufficient to justify an immediate commencement of text-books.

The following are the members enrolled since last Saturday:—

Palmer Hanslip, Upwell, near Wisbeach
Gaskoin, —, 10, New Inn
Cooke, James, Over, near Winsford
Simpson, Thomas, Proctor, York
Fearon, Samuel, 7, Gray's-inn-square
Austin and Holcroft, Seven Oaks
Woodhouse, John, Bolton
Ansdell, J. T. 2, Bedford-terrace, Bootle, near Liverpool
Robinson, William, York
Edwards and Bryett, Totness
Houchen, John, jun. Thetford
Graham, T. H. Abingdon
Foster, William, Bicester
Thomas and Matterson, Messrs. York
Jackson, Henry William, Haverhill.

THE REPORTS.

Equity Courts.

LORD CHANCELLOR'S COURT.

Wednesday, July 24.

Re ——, a Lunatic.

Practice—Striking out part of the prayer of a petition—Purchaser's costs.

J. Baily supported a petition by the committee of the lunatic's estate, which prayed that a sum of 200*l.* might be paid for past maintenance, and that the sum of 2,500*l.* in court, the produce of part of the real estates which had been sold, might be distributed amongst the lunatic's creditors, after payment of costs. The petition also prayed an inquiry into the validity of one of the lunatic's debts, alleged to be due to a Mr. Bevan.

The LORD CHANCELLOR.—Does any one oppose it?

Campbell, for Mr. Bevan, said he should oppose the prayer of the petition, if the reference as to Mr. Bevan's debt was pressed.

Baily having consented to waive that part of the prayer.

The LORD CHANCELLOR.—Then strike out that portion of the prayer. The small sums due may be paid to the solicitors, and by them distributed amongst those creditors. The costs of the purchasers must be paid out of the lunatic's estate.

Re YAW.

Lunatic protector of a settlement.

The heir-at-law of the lunatic petitioned that the Court would, as protector of the settlement under which the lunatic was tenant for life, consent to bar the entail, for the purpose of raising 1,500*l* by way of mortgage, to purchase a lieutenant-colonel's commission in the army for the petitioner. The same arrangement had been made on a previous occasion, when a major's commission had been bought for the petitioner. An allowance was made to the petitioner out of the lunatic's estate, and the petition proposed that the interest of the money now required to be raised should be deducted from that allowance.

Order made.

Re —— , a Lunatic.

Practice—Expense of maintenance beyond income—Reference.

K. Parker appeared in support of a petition by the committee, which asked that sums expended beyond the income of the lunatic might be repaid out of the capital of his estate, and also certain costs which had been incurred.

The LORD CHANCELLOR.—You have expended more than the income. There must be a reference to the commissioner, to inquire under what circumstances such expenditure has taken place, and to state the facts as to the way in which those costs have been incurred.

Re TURNER, a Lunatic, *ex parte* HORTON.

Payment of lunatic's debts—Practice.

Lowndes appeared to support a petition which prayed that certain moneys due from a lunatic to a numerous partnership might be paid to the manager of the partnership. *Ordered.*

Re GREEN, a Lunatic.

Practice—Sale of lunatic's estate—Jurisdiction.

The committee of the estate petitioned that part of the lunatic's estate may be sold. The whole of the estate consisted of real property, producing only 34*l.* a year, and the portion now sought to be sold consisted of a piece of land set out under an inclosure Act, let at 8*l.* a year by the commissioners under the inclosure, for the purpose of defraying the lunatic's share of the costs. The debt due under the inclosure was 124*l.* and the commissioners had received the rent of the allotment for a great many years. The piece of land was expected to sell for about 300*l.*

Jenkins supported the petition.

The LORD CHANCELLOR.—I have no power to direct the sale of a lunatic's real estate, except for the purpose of paying debts and costs. Take a reference to inquire what is due from the lunatic in respect of debts and costs.

Re DAVIS, a Lunatic.

Allowance to lunatic—Where committee not accountable.

The committee of the person prayed the confirmation of the commissioner's report, which approved of a plan proposed for raising a sum of money to pay certain debts and costs. The only property of the lunatic consisted of a real estate producing 420*l.*; and 6,000*l.* had been raised by a mortgage of that estate, for the purpose of discharging debts, in pursuance of an order in lunacy. That sum had been exhausted by debts and costs, and there still remained debts unpaid amounting to 500*l.* besides costs. It was now proposed that a further sum of 1,200*l.* should be raised, and that the whole of the income, thus reduced, should be paid to the committee, who was the husband of the lunatic's only child, he undertaking to maintain him with precisely the same comforts as previously to the reduction of the income. The lunatic resided in the same house with his daughter and her husband. The husband is a gentleman of great respectability.

Wray, in support of the petition.

The LORD CHANCELLOR.—The objection to this arrangement is, that the committee will not be required to account. He enters into a special agreement, but he may neglect the lunatic; and if he gets the order, it may be abused. He must come before the Commissioner once in two years, and account for the income, upon the footing of the agreement into which he has now entered. *Report confirmed.*

Re GOULD, a Lunatic.

Compromise of suit—Payment of costs.

The lunatic was entitled to one-third of a manor in conjunction with two other persons, as lords farmers of the manor, which was held by a kind of copyhold tenure. A suit had been instituted against the lords farmers by a person asserting that the admission of a tenant of the manor had been obtained by fraud, and endeavouring to set it aside. The suit had been compromised by the principal parties, and it was now proposed to pay the lords farmers, who had no interest, 56*l.* in full for their costs. The party liable to the costs is a pauper, and nothing more was likely to be obtained by refusing to accept the sum offered.

Bacon, for the petition, prayed that such costs might be accepted. *Ordered.*

Re DODSON, a Lunatic.

Practice—Committee of estate—Security.

Lewin supported a petition by the father and committee of the lunatic, which prayed that security might be dispensed with. The only estate of the lunatic consisted of a sum of 5,000*l.* Consols in the hands of the Accountant General, and the income allowed to the lunatic was 120*l.* a year.

The LORD CHANCELLOR.—Security must be given for the due application of 120*l.* the yearly income.

Saturday, July 27.

Re DYCE SOMBRE, a Lunatic.

Allowance to lunatic.

Lloyd, for the committee of the estate of Mr. Sombre, stated that his client felt some difficulty as to supplying him with funds. Since Mr. Sombre's return to England, he had been paid 100*l.* a week, but he kept no establishment, or maintained any ostensible appearance which could justify such an expenditure. Under these circumstances, the committee asked for his lordship's directions upon the subject.

The LORD CHANCELLOR.—Let the same allowance be continued for another week.

Ecclesiastical Courts.

ARCHES COURT.

Office of the Judge promoted by TITCHMARSH *v.* CHAPMAN.

In a cause of office against a clergyman of the Church of England for refusing to bury the corpse of a child who had been brought, after due notice and at a convenient time, to the churchyard for interment—

Held, that a child, baptized with water and in the name of the Father, of the Son, and of the Holy Ghost, is not "unbaptized," according to the true meaning of that term as used in the Rubric prefixed to the Order for the Burial of the Dead in the Book of Common Prayer, even though the act of baptism be performed by a layman, who is alleged to be heretical and schismatic, and consequently, not being "unbaptized," is entitled to have the burial-service read over its body.

Both lay and heretical baptism are contrary to the orders of the church, but in both cases the child would seem to be "sufficiently" baptized.

The "excommunicatio ipso facto" must be preceded by a "sententia declaratoria."

On the 20th of May, 1843, a decree, founded upon letters of request from the Bishop of Ely, issued from this court, citing the Rev. Wm. Herbert Chapman, clerk in holy orders, rector of Basingbourne, in the county of Cambridge, to appear and answer to certain heads, positions, or interrogatories, and more especially for having within the said diocese of Ely offended against the laws ecclesiastical, by refusing, a second time, to wit, on the 26th of May, 1841, being within two years from the date of these presents, to bury the corpse or body of Jane Rumbold, spinster (an infant), a parishioner of the parish of Basingbourne aforesaid, when duly applied to on that behalf, after convenient notice or warning given on both occasions (the first whereof occurred on or about the 17th day of February, 1840), without any just or sufficient cause on either occasion.

The party cited appeared under protest, by reason that the 20th section of 3 & 4 Vict. c. 86, provided that every suit against a clerk in holy orders, for any offence against the laws ecclesiastical, should be commenced within two years after the commission of the offence and not afterwards; that by the first refusal the offence, if any, had been complete, and that the time limited by the Act had expired before the service of the said citation. The matter of the protest was argued, and after argument, the protest was overruled by the Court (3 Cur. 706), and the party assigned to appear absolutely.

A prohibition was subsequently applied for but refused; an absolute appearance was then given. A libel setting forth the charge was given in and admitted; a negative issue was given to the articles; witnesses were examined and publication prayed, and an allegation on behalf of the party cited was now brought in. This defensive allegation in substance pleaded that the child, whose corpse the rev. defendant had refused to bury according to the forms and ceremonies of the Church of England, was unbaptized, by reason that the person who administered the baptism was a heretic and schismatic, and, as such, a person *ipso facto* excommunicate; and, consequently, was not entitled to the privilege of burial in accordance with the service of the Church of England.

The admissibility of this defensive allegation was opposed by Sir *J. Dodson*, Q.A. and *Addams*.

Phillimore and *Harding*, contra.

Cases cited: *Kemp* v. *Wickes* (3 Phil. 264); *Mastin* v. *Escott* (2 Curt. 692), and the authorities there referred to. St. Cyprian and a great body, both of late and modern ecclesiastical writers were quoted; but the nature of the judgment renders it unnecessary to give the extracts; besides, they are given in *Mastin* v. *Escott* at due length.

Sir H. JENNER FUST delivered judgment as follows:—The question before the Court in the present case respects the admissibility of an allegation, which is offered on behalf of the Rev. W. H. Chapman, the party cited in this cause, which is a cause of office, for refusing to bury the corpse of a child brought to the churchyard of the parish of which he is the vicar, and of whose interment due notice is alleged to have been given. The question comes before this Court by virtue of letters of request from the bishop of the diocese of Ely, within whose diocese the party cited holds preferment. The citation in the cause was returned on the fourth session of Easter Term, in the last year, and an appearance was given to that citation, but under protest. That protest was extended in acts of Court, for the reasons therein set forth, and pressed in argument; the Court was of opinion that the protest could not be sustained, and, accordingly, overruled it. A prohibition was applied for and refused; an absolute appearance was then given for the party cited. A libel, setting forth the charge against the party cited, was brought in and admitted; a negative issue was given to the articles; witnesses were examined, and publication prayed; and this allegation is now offered by way of defence to the charge brought against this reverend gentleman. The substance of this defence is, that this child was unbaptized within the true meaning of that term, as used in the rubric, it being alleged in the articles, and not denied, that the child was baptized by a minister of that class of Protestant Dissenters termed Independents, according to the form used by them, that is, with water, in the name of the Father, the Son, and the Holy Ghost; and it is pleaded, on behalf of the Rev. Mr. Chapman, that such baptism is schismatical and heretical, and such as not to entitle the corpse of this child to have the burial-service read over it. I had hoped, that, after the late case of *Mastin* v. *Escott*, after the sentence in this court, and the affirmance of that sentence in the superior court, this question was set at rest, and that no further resistance would have been offered to what was declared, both by this Court and by the Court above, to be the law on this question. This Court is bound, upon proper application, to enforce the law; the Court has no discretion whether it will entertain a suit of this description, which is clearly within its jurisdiction, neither can it refuse to pronounce a decision when the suit is before it. It is now contended, that this question is not concluded by what took place in *Mastin* v. *Escott*, that there it was only decided, that an infant who had been baptized by a Wesleyan minister in the name of the Trinity was not unbaptized; and that the portion of the rubric which declares that the burial-service shall not be read over persons who die unbaptized did not apply to that baptism. Certainly, in *Mastin* v. *Escott*, nothing did turn on the suggestion of heresy or schism; the defect in the baptism, as they alleged, was the want of holy orders in the person who had performed that ceremony. In the present case this question has been directly raised; it is distinctly averred, that this baptism was and is heretical, performed by a person not qualified to administer the rite of baptism. The Court may here say, that, in *Mastin* v. *Escott*, both in this court and in the superior court, the question was stated to be confined to this; whether baptism could be duly administered by a Wesleyan minister: nothing turned on the question of heresy or schism. The case was so stated by the learned lord who delivered the judgment

of the Court above. The distinction does arise in the present case, whether or no baptism of this description, pleaded to be heretical and schismatical, is invalid baptism, so as to take this case out of that decision. Now, although it is perfectly true that there was no absolute decision on the point, for it was not raised, and courts of law never determine more than the question raised before them; yet, undoubtedly, the greater part of the argument in this court turned on the question, whether schismatical or heretical baptism was or was not valid. It was part of the object of the party cited to shew that this was heretical and schismatical baptism, and not simply lay baptism; and the arguments were founded principally on its being heretical and schismatical; and, although in that case it was not necessary to decide whether schismatical and heretical baptism was valid or invalid, the arguments were principally directed to that point. It is not, however, necessary to enter into the arguments which were so elaborately urged on the Court in that case; I have stated that they principally turned on this point. Reference was made to the different opinions entertained in the primitive church as to the validity of such baptism; the authority of Tertullian was cited in support of that baptism, and of St. Cyprian, Firmilian, and writers in the second and third centuries in opposition to it. Again, reference was made to the council of Arles, to the opinion of St. Austin, and to the general opinion in favour of that proposition; also to the opinions of the eastern and western churches, and to the practice down to the time of the Reformation, and thence to the present time. The strength of the arguments certainly turned on that point—namely, whether schismatical or heretical baptism was or was not valid. It does appear to me, therefore, that this question is reduced to a narrow compass, and I say so at the present time, because I find in the seventh article of this allegation that the validity of lay baptism seems hardly to be brought in question. Now the seventh article is to this effect: "That by the practice and usages of the primitive church, and the laws, canons, and constitutions of the Church of England, any person, whether infants or adults, baptized in the name of the Father, and the Son, and the Holy Ghost by heretics, could not be admitted into the Church, or allowed to partake of her privileges, until they had by themselves or by their sponsors sought for such admission according to the form directed by the Church, although it might not be essential to reiterate the sacrament of baptism." This articles does appear to me to admit the whole question of the validity of lay baptism. All that it says is this: That by the canons and constitutions of the Church of England, persons so baptized could not be admitted into the Church until, by themselves or by their sponsors, they had sought for admission according to the form prescribed by the Church. It therefore seems to me that it would be utterly superfluous to enter into a discussion of the authorities cited on the one side or on the other, for the sole purpose of determining whether this baptism is valid or not. It is not contended that this baptism is invalid in itself; it is not said that it is null and void, but the question is, whether baptism so conferred entitles the party recipient to have the burial-service read over his corpse when duly brought to the churchyard for interment. The Court, therefore, is relieved from the necessity of entering into that discussion. Now although this case has remained long undetermined, that has arisen from other circumstances, and not from any doubt which the Court has entertained with respect to the law of this case; and it being not questioned that baptism by heretics or laymen is a valid baptism, and need not be reiterated (indeed one of the very authorities cited by the learned counsel who support this allegation went to shew that such baptism need not be repeated). This surely was acknowledging it to be valid in itself, and, if so, even although received at the hands of persons who disbelieve in the doctrine of the Trinity, the recipient cannot be said to die unbaptized. There cannot, then, be any doubt in the mind of the Court as to what must be the fate of this case, when, as I have shewn, the baptism itself is admitted to be valid, and the only doubt I feel is, whether this allegation ought not to be admitted for the purpose of allowing the question to go up to the Privy Council, in order to be discussed by the highest tribunal. This Court would be very much inclined to pursue the course it adopted in *Mastin* v. *Escott*, namely, to admit the allegation, for the purpose, if the parties are so disposed, of taking the opinion of the superior court. But if the parties wish to take a higher opinion upon the admissibility of this allegation, they can apply for leave to appeal from its rejection; for that it must be rejected is the opinion to which the Court has arrived. The Court would be unwilling to exercise the discretion reposed in it by the Act of the 3 & 4 Vict. c. 86, s. 13, because if the Court were to reject this allegation, and refuse leave to appeal, the rejection would be final. In a case which is supposed to involve a most important question between Protestant Dissenters and members of the Established Church, the Court would be unwilling to exercise that discretion, and refuse leave to appeal. I will now state the grounds upon which I have come to the determination to reject this allegation. The whole question seems to me to have been determined in *Mastin* v. *Escott*, in favour of the validity of this baptism; because, if baptism conferred by a heretic is so far a valid baptism that it need not be repeated, then the whole case seems to come to this, that, being a valid baptism, the child cannot be said to have died unbaptized. It is clear, that a child baptized by a layman is not unbaptized within the meaning of the rubric; and, if so, I cannot understand what is the distinction between the two cases. If it be admitted that this baptism is so far valid that it need not be repeated, I confess I cannot see the reason why, in the one case, the child is to receive the offices of the church and to have the burial-service read over it, and, in the other, not so entitled. Neither child can be said to be unbaptized; and it is only where the person is unbaptized that the service for the dead is not to be read over the body. Both lay and heretical baptism are contrary to the orders of the church, but both are valid, and, if valid, entitle the recipients, in either case, to the privileges conferred by valid baptism, whatever those privileges may be. In both cases the child would seem to be, in the words of the rubric, *sufficiently* baptized; and I use the word *sufficiently* advisedly, and in the sense in which it is used in the rubric. It was not a word for the first time introduced in the former case by this Court; the word will be found in the first rubric (Edw. 6, A.D. 1549), and the word has been continued and used in the rubric for the present form of baptism. In both it is declared that a child so baptized (in the case of a layman it has been already decided, and, as I consider, by a heretic also) is sufficiently baptized, according to the use made of that word in the rubric, to which meaning the Court is confined in this case. To what extent such baptism goes is not for the Court to determine: whether it does or does not confer spiritual grace, the Court does not determine. All which the Court declares is, that the child was not unbaptized, need not be baptized again, and, if not unbaptized, that the minister was not justified in refusing to read the burial-service over it. It has been contended, that there are other means by which this child must be admitted into the body of the church—admitted to partake of the privileges of the church. What those other means are I have not yet heard; I suppose by imposition of hands by the bishop at confirmation. I inquired during the argument, and I could not find that there were any other means by which this child could be admitted into the Church of England, except by confirmation by the bishop, after it had arrived at years of discretion; and I now understand this is the ceremony which is requisite to entitle it to that right. How, then, does this baptism differ from the most solemn and formal mode of baptism? No child can be admitted to partake of the holy communion until it has been confirmed, or is desirous to be admitted to be confirmed—no child can be presented to the bishop to be confirmed until he or she has arrived at years of discretion, and is able to say the Creed, the Ten Commandments, and answer the questions of the Catechism of the church; the bishop is then to confirm that child. No recipient of the most regular baptism is admitted to partake of the holy communion until confirmed, or desirous of being confirmed. Then, this baptism being so far valid that it need not be repeated, this very child, if it had arrived at years of discretion, would have been entitled to claim to partake of that rite, qualified by conforming to the orders of the church. It is also quite clear that no person is entitled to have the order of confirmation administered, unless previously baptized: the mere imposition of hands will avail nothing without a previous baptism. There is nothing to be *confirmed*, unless there has been a valid preceding baptism. It seems to me that the case of this child is precisely the same, so far as the rites of the church are concerned, as in the instance of the most solemn form of baptism; because it is quite clear, that a party is admitted into the church by baptism, and not by imposition of hands. There may be deficiencies in that admission which may be afterwards supplied, but those deficiencies do not arise from the inward defect of that baptism, either in the case of the most regular or irregular baptism. Therefore, it appears to me, upon these grounds, unless there be something in the allegation which can be said to be a valid defence for refusing to bury the child,—I mean, refusing the offices of the church and the benefits conferred by the offices of the church, whatever those benefits be,—that this question has been determined by what took place in *Mastin* v. *Escott*, and by the admission of the principle, that this is a valid baptism, and not to be repeated. It is quite impossible that this child, by sins of commission or omission, can have forfeited the right of these offices, for the child died shortly after its birth; at least, so far as this child is concerned, it could not be by any fault of its own, that it did not obtain the ulterior rite of imposition of hands, for that can only be obtained by an adult, having knowledge of the Creed, the Ten Commandments, and the Church Catechism. The question, as it appears to me, is not whether this child was admitted into the Church of England, but whether it was admitted into the Church of Christ? "God forbid," said Dr. Phillimore, in arguing this case, "that I should say this child was not a Christian," having received the rite of baptism. Unless, therefore, there be something in the articles of this allegation which can in form or substance constitute a defence to this charge, or prevent the party being condemned in costs, the Court will reject the allegation. Now, the first article of this allegation recites the fourth article given in by the promoter of this suit, pleading the law with respect to the office of burial, and setting out the sixty-eighth canon, and then it alleges, "That all the rights and privileges conferred by this canon and constitution ecclesiastical, and of the other canons and constitutions promulgated in 1603, of which the sixty-eighth canon forms a component part, were limited, by letters patent of King James the First, to all persons being within this realm, as far as lawfully, being members of the Church, they might be concerned in them." Now, so far as I have gone, it is not material to the party cited, that this part of the allegation should be admitted, for this objection, which it sets up, was open to the party on the admissibility of the libel; then it goes on to plead, "That by the 110th of the canons and constitutions aforesaid, means were pointed out for bringing all schismatics, and hinderers of the word to be sincerely preached, to ecclesiastical censure and punishment." What are the means pointed out for bringing the parties to censure and punishment? "They shall be presented to the bishop, to be censured and punished according to such ecclesiastical laws as are prescribed in that behalf." If these are the means, let them be adopted in this case; but I confess I do not understand the meaning of this part of the article. It is said, it is offered by way of illustration or explanation. I confess I do not see how it illustrates or explains this case; and it appears to me to be of no importance whatever to the party cited, although the Court might have been inclined to have admitted it if the other parts had been admissible. The second article recites the fifth article of the libel, which pleads the refusal to bury the corpse of this child; and the object of this part of the allegation is to shew that the party did not refuse to bury the corpse, but to bury it according to the rites and ceremonies of the Church of England, which he is ordered to do by the canon law, and for which he is punishable for refusing to do, unless the corpse be that of a party excommunicate *majori excommunicatione*. This appears to me to be altogether immaterial—his duty is to be an active duty—he is not simply to allow the body to be buried, but he is to bury it according to the rites and ceremonies of the Church of England. Then it goes on to plead, "That, by such refusal, the party cited did not act in contempt of the laws, canons, and constitutions ecclesiastical, but, on the contrary, he acted in conformity therewith, as well as in obedience to, and in conformity with, the obligations by which he bound himself when he became an ordained minister of the Church of England. This is the whole question in the suit; was it or was it not his duty? surely it is not necessary to plead this. I remember it was so pleaded in *Maslin* v. *Escott*, and the Court then pronounced it to be unnecessary and inadmissible, and only allowed it to be retained, in order that the whole question might go up to the appeal court, as being a new question, notwithstanding the decision of Sir J. Nicholl in *Kemp* v. *Wickes*. I may here observe, what I intended to have before observed, that, in the first article of the allegation, it is pleaded, "that the rights and privileges conferred by the sixty-eighth canon were confined to members of the Church of England." I do not understand what are the rights and privileges which were conferred by this canon; the canon does not profess to confer any rights or privileges, it only declares, that if a minister refuse to inter a body, brought to him at a convenient time, according to the ceremony of the Church of England, he shall be liable to be punished. I do not understand that the right to the church burial-service is conferred by the canon; therefore I think this article ought to be rejected: it merely contains a verbal criticism on the fifth article of the libel, which contains the charge, and is quite unnecessary to the defence of the party cited. The third article recites the sixth article of the libel, "That the said infant died within the said parish of B; that such infant was the daughter of John Rumbold and Jane his wife, who are Protestant Dissenters, of the class known as Independents, and, during the first five months in the year 1841, and for some time previous thereto, had been in the habit of frequenting or resorting to a chapel or place of religious worship established by or for the use of a congregation of the said class of people, situate within the said parish; that the said infant had been, on the 8th February, 1840, baptized according to the rite or form of baptism generally received and observed among the said class of people, that is to say, with water, and in the name of the Father, and of the Son, and of the Holy Ghost, by the Rev. C. Moase, a minister, preacher, or teacher of the said class of people; that of the aforesaid fact of baptism the said W. H. Chapman was informed, on the 26th May, 1841, when [illegible] to

bury the said infant, and by means of such information was, at the time of his refusal to bury the said corpse, well and sufficiently apprized and aware of the fact of such baptism, and he made or assigned the aforesaid fact of such baptism expressly as the pretext or ground for refusing to comply with such entreaties and application." This is the charge. What is the answer? "That the aforesaid baptism of the said infant, as set forth in the said sixth article, by the said C. Moase, was heretical." There the article stops. The Court must look to the other articles, to see whether this baptism was a valid baptism, or whether the party was excluded from the rites of the Church of England. The fourth article pleads, "That, by the ecclesiastical laws of the whole Catholic church, more especially as they are expounded and laid down in the canons and decrees of the first four general councils, which canons and decrees have been adopted by the Church of England, and on divers occasions recognized to be of binding authority by the statutes of the realm, applicable to questions of heresy and schism, more especially by stats. 1 Eliz. c. 1, s. 36, and 29 Car. 2, c. 9, s. 2, the said C. Moase, having collected a congregation in opposition to the canonical bishop, is guilty of heresy, and any baptism performed by him is heretical." A former article had pleaded, that the baptism pleaded in the sixth of the promoter's articles was heretical. Here it is pleaded, that the person who performed the service of baptism had collected a congregation in opposition to the bishop, and was, therefore, at the time a heretic; and I am to infer accordingly, as I suppose, that any baptism performed by him was heretical. The fifth article pleads —"That, by the first canon, made and agreed upon at the second general council, holden at Constantinople, in the year of our Lord 381 (being the first of the general councils holden in that metropolis), it was ordained and decreed as follows. [This canon was set forth, as was also the sixth.] The purport of this, I presume, is to shew that persons accused of heresy are not to be permitted to accuse the clergy, unless they first shew themselves to be innocent, and the object of the article is to shew, that the party promoting the office of the judge is not a party who can be permitted to accuse the party cited. The sixth article pleads—"That, by the twenty-first canon of the fourth General Council, holden at Chalcedon, A.D. 451, it was decreed—" [This canon was set forth.] This merely goes to the same point, that the party who is promoting the office is not legally competent to do so as against a clergyman. The seventh article contains the sum and substance of the charge of this being an heretical baptism. [See this article in the former part of the judgment.] This, as I have already stated, is the whole question before the Court—Is this a valid or an invalid baptism? It is not averred, nor is it attempted to be said that it is averred, that this is an invalid baptism, null, void, and of no effect whatever. All that is pleaded is, that the recipient thereof is not entitled to partake of the privileges of the church until he or she has complied with certain forms. What is the particular form, as I before observed, is not stated. I collected, during the argument, that it is to be by the bishop, by the imposition of hands; and that the form which is to entitle the recipients of this heretical baptism, is precisely the same as is requisite to entitle the recipients of the most regular baptism to be admitted into the church. Now, I think in rejecting this article I am injuring the cause of the promoter rather than that of the party cited. What is the eighth article? "That, long previous to and on the 17th day of February, 1840, there had been, and was, and still is, within the said parish, a burying-ground or chapel-yard attached or annexed to the Independent Chapel, which was and is commonly used and resorted to for the interment of corpses of all persons calling themselves Independents, dying in the said parish." What is the use of this article? What is it if there be a burial-ground annexed to a chapel used by the parents of this child? If the parents have a right to require that their child be buried in the churchyard of the parish church, they may insist on that right. It may be, as said in argument, a vexatious proceeding, but if the right exists, how can the Court say it is not to be enforced? I cannot really see what is the use of admitting an article of this description; it cannot have any effect on the costs of the suit. The ninth pleads—"That, by a stat. 3 & 4 Vict. c. 92, courts of justice are enabled to admit non-parochial registers as evidence of deaths." How can this article be material? The tenth article is the next. [This set forth the thirty-third of the thirty-nine articles of the Church of England.] This is rather the introductory part to that which, as I have before said, is the whole substance of the allegation, namely, that this was the corpse of an heretic or person excommunicate *ipso facto*. I may be mistaken, but, as I understand it, the effect of this article is to shew that this was a person who, by open denunciation of the church, was cut off from the unity of the church, and to be considered as a publican or an heathen. *Primâ facie*, this can hardly be said to apply to this child, dying in its infancy, before it could have committed any heresy. The next, the eleventh article, is one of a most extraordinary description. It sets forth the third, fourth, fifth, sixth, seventh, ninth, and twelfth canons of 1603. These canons are pleaded to shew, that persons guilty of the offences there mentioned are excommunicate *ipso facto*. The substance of these canons is pleaded in the twelfth article: "That the said J. Rumbold, C. Moase, and T. Titchmarsh, the promoter of this suit, are persons who have severally affirmed, and do severally affirm," &c. Then it ascribes to each of these persons offences against the seven canons pleaded in the eleventh article, and concludes by pleading, "That they were, and are, severally persons rightly cut off from the unity of the church, and excommunicated according to the true intent and meaning of the thirty-third of the thirty-nine articles pleaded and referred to in the eighteenth article of the allegation." I confess that when I read these two articles the question did occur to me how, by what means, and in what manner, are all these things to be proved? Here are three persons alleged to have offended against no less than seven distinct canons, "or some or one of them, or some parts or part thereof," upon which witnesses are to be examined to prove such and such things there stated, by which it is to be shewn that these parties have incurred the penalty of excommunication. Who are to be the witnesses? what number of witnesses are to be examined on such a charge? The parties themselves cannot be compelled to answer to such charges, because, if the charge be valid, any answer to such charge might be made use of against them as a confession in a cause of heresy. No person is bound to answer criminatory charges; no witness is bound to answer questions which may criminate or tend to criminate himself. So Mr. Chapman must bring satisfactory legal proof of these charges, not mere confession, but legal proof by witnesses. The great question argued is that which was thrown out in the superior court, namely, whether "excommunication *ipso facto*" is or is not incurred without a declaratory sentence. Upon that point the learned lord who delivered the judgment of the Judicial Committee in the case of *Mastin* v. *Escott* expressed himself in these words:—"An objection was, in opening this case, taken, and for the first time taken, to three of the witnesses, who, it was contended, were rendered incompetent by the twelfth canon, which ordains, that 'whosoever shall hereafter affirm, that it is lawful for any sort of ministers and lay persons, or of either of them, to join together and make rules, orders, or constitutions, in causes ecclesiastical, without the king's authority, and shall submit themselves to be ruled and governed by them, let them be excommunicated *ipso facto*.' This objection ought clearly to have been made in the court below: however, it is unavailing whensoever made. First, it would not dispose of the cause if it were allowed; and next, it is unfounded, and cannot be allowed. That it would leave the cause unaffected, if allowed, is plain both from the pleadings and the evidence; from the pleadings, because the first article of the responsive allegation admits the appellant's refusal to read the burial-service." This led me, in a former part of my judgment, to observe, that, by rejecting the whole of this allegation, I should be injuring the cause of the promoter, because this responsive allegation contains an admission of a similar refusal. "So that, the refusal to read the service being admitted, the ground of that refusal is pleaded; namely, that, if the child had been baptized at all, it was by a person unauthorized, and that, therefore, there was no valid baptism; and thus the only material facts of the case are admitted by the pleadings, and the whole question is raised on the pleadings without any evidence being required. But, suppose the objection to prevail, it has no application to two of the witnesses, who prove the whole of the case." Then Lord Brougham goes on to shew, that the objection has no foundation. He says, "Suppose (which is not, however, admitted) that the so affirming and so submitting would operate as excommunication without sentence such effect would only follow from the individuals, as individuals, doing that which has incurred this penalty. It becomes, from these considerations, unnecessary to inquire how far the dictum of the learned judge in *Grant* v. *Grant* (1 Rep. Temp. Lee, 593) bears out the decision contended for; but it is fit that we add our opinion that the words in Lyndwood (p. 276), '*Incurrit sententiam excommunicationis ipso facto*,' compared with those of the canon and the stat. 5 & 6 Edw. 6, would make it very difficult to maintain this position; whilst the Toleration Act (1 W. & M. 18), and still more the 53 Geo. 3, c. 127, passed long after the date of *Grant* v. *Grant*, appear to leave no doubt that the incapacity, if it ever existed, is now removed." That was the judgment given in accordance with the unanimous opinion of the Judicial Committee of the Privy Council. It is impossible to read the Act 53 Geo. 3, c. 127, and not perceive that all incapacity arising from excommunication is removed. The second section does indeed provide, "That nothing in this Act shall prevent any ecclesiastical court from pronouncing or declaring persons to be excommunicate in definitive sentences, or in interlocutory decrees having the force and effect of definitive sentences." It has been said, that this reserves to the Ecclesiastical Court the power of pronouncing a definitive sentence of excommunication, as before the passing of the Act; but what are the consequences of a sentence of excommunication? Sec. 3.—"Be it enacted, that no person who shall be so pronounced or declared excommunicate shall incur any civil penalty or incapacity whatever, in consequence of such excommunication, save imprisonment, not exceeding six months." This is, then, the substance of this part of the allegation. If these persons are excommunicate, they are liable to imprisonment for six months; but no civil penalty attaches on them; there is no incapacity whatever arising in consequence of such excommunication. Then, could it be contended, at least with any chance of assent in a court of law, that a party is disqualified from promoting the office of judge, or from being a witness, on the ground that he has been declared excommunicate, when it has been enacted that no civil incapacity whatever shall flow from excommunication? I am of opinion, upon the Act of Parliament, that a party is not prevented either from promoting the office of judge, or being a witness in a cause of office, even supposing such party to be excommunicate: he may be imprisoned for six months, and that is all. I am further of opinion, that, if any such incapacity formerly existed as would have prevented these parties either promoting the office or being witnesses, it has been removed by the Act of Parliament. What is the meaning of *excommunicatio ipso facto?* In the case of a person declared to be excommunicate *ipso facto*, for having been present at a clandestine marriage, it has been held in *Scrimshire* v. *Scrimshire* (2 Cons. Rep. 399), that, if produced as a witness in a suit, he must be first absolved, not generally absolved, but merely for the purpose of giving evidence; and that, after giving evidence, he falls back to his *status* before absolution; and that the effect of such *ipso facto* excommunication must be taken notice of in an ecclesiastical court:—indeed, it was taken notice of in that very case. I asked counsel whether there was any instance of a party, merely accused, being excommunicate *ipso facto*, except in the case of being present at a clandestine marriage—no other case has been pointed out. It is impossible to consult the authorities, and not see that *sententia declaratoria* is requisite; that there is no case in which excommunication can be incurred without a declaratory sentence. To turn to Lyndwood, in every passage in which *excommunicatio ipso facto* is said to be incurred, the expression used is "*sententia declaratoria*." (Lib. 1, tit. 2, pp. 11-15.) At p. 13 (B), "*Et sic hæc est pœna sententiæ latæ, quam incurrit inobediens ipso jure. Executio tamen hujus pœnæ fieri non debet, nisi prius per ipsum, ad quem pertinet sententia declaratoria, super hoc fuerit promulgata.*" P. 15 (P), the gloss on the words "*excommunicatio ipso facto*," "*Et sic est constitutio latæ sententiæ. Requiritur tamen sententia declaratoria.*" It is useless to quote passages in which it is laid down that a declaratory sentence is necessary before a party can be visited with the consequences of excommunication —he must be pronounced guilty of the offence by which he incurs this penalty; and when the declaratory sentence has been pronounced, the law has already defined the particular penalty, namely, excommunication; but the consequences of this penalty never can attach on any person who has had no opportunity of defending himself. What is the fact here? Three persons are included in this article; not one of them could be proceeded against in this matter. Again, what is the evidence to be produced against them? Are all these three persons to be declared heretics, and incompetent witnesses, without any charge brought against them personally, and without having any opportunity of defending themselves? I am of opinion the law is not so. Cases of this description are, fortunately, not very frequent; there is, however, one case to which the Court has had an opportunity of looking—*Arthur* v. *Arthur* (coram Delegates, 1717), before the case of *Colt* v. *Colt*, mentioned in *Grant* v. *Grant*. There the question was raised, whether a declaratory sentence was necessary. The passages from Lyndwood were cited, and, among other authorities, Farinacius (De Testibus, Quæst. 56, p. 264). Under these circumstances, can it be contended, that this article of the allegation, which pleads that these parties are *ipso facto* excommunicate, there being no declaratory sentence, is admissible? I am of opinion it cannot; and I am further of opinion, that the Act of Parliament to which I have referred has removed the incapacity, if ever it existed; and I am bound to take judicial notice of this Act of Parliament. This brings me to the consideration of the other parts of this allegation. The thirteenth article pleads—"That, by the rubric of the Book of Common Prayer prefixed to the order for the burial of the dead, and in and by the statute 14 Car. 2, c. 4, it is declared, 'That the office ensuing is not to be used for any that die unbaptized or excommunicate, or have laid violent hands on themselves.' And the party propounded doth allege that the said infant died unbaptized and excommunicate, according to the true intent and meaning of the rubric and statute, and of the articles, canons, and constitutions of the Church of England." I am of opinion, both on the argument

in this case, and on principle, that this child was *not unbaptized*: indeed, this was the whole case of *Mastin* v. *Escott*. There is, consequently, no use in admitting this article, and I reject it. The fourteenth article pleads the 20th section of the Church Discipline Act, 3 & 4 Vict. c. 86, limiting the time of proceeding in this court to two years from the time of committing the offence. This question was before the Court on protest; and the Court then decided the point, holding that the offence was a continuing offence, and that, the second application and refusal to bury being within the two years, the case came within the statute. The fifteenth article pleads the third section of the same Act, which empowers the bishop of the diocese, if he shall think fit, to issue a commission, directed to certain persons, to inquire into the grounds of any charge or complaint against any clerk in holy orders charged with any offence against the laws ecclesiastical. I really am at a loss to conceive what is the meaning of this article. Grant that the bishop has the power of issuing such a commission; he may also (sec. 13) send letters of request instead thereof. I confess I do not understand the reason why this article was introduced. The sixteenth article pleads—[This article, in substance, pleaded, that, on Mr. Chapman informing the father of the infant that he could not conscientiously read the burial-service over the corpse, and inquiring of him why he did not have the child interred in the burial-ground of the chapel, the father replied, that it was on account of the very high fees demanded for a burial in the chapel-yard; upon which Mr. Chapman offered to pay the fees for him.] The seventeenth article pleads, that, on the 17th day of February, 1840, the said C. Moase complained to the Bishop of Ely of the refusal to bury the child. The eighteenth article, that, on the 26th March, 1840, Mr. Chapman received a notice in writing, signed by the secretary of the Committee for the Protection of the Rights of Dissenters, informing him that these proceedings would be taken against him. The nineteenth article exhibits this letter. How is this letter to be made evidence against the party promoting the office in this case? The writer of this letter is not the promoter of this suit; how, then, by possibility, can this letter affect the case of Mr. Titchmarsh? The twentieth article pleads, that, from and after the 17th February, 1840, until the 26th May, 1841, the said corpse was never on any occasion brought to the churchyard of the parish, nor was, during such period, any warning given to Mr. Chapman, according to the sixty-eighth canon. Now, in the citation, and in the articles of the libel, two distinct applications are stated to have been made, the one in the year 1840, the other in 1841: if these are not proved, the party cited will have all the benefit he can possibly have by admitting this article. These are all the articles given in in the first instance; certain additional articles have since been brought in, in supply of proof of the matters contained in the twelfth former article, pleading a certain document purporting to be written by Mr. Moase, the minister of the dissenting chapel in this parish. No doubt this document is most intemperate and improper, shewing a most indecent and intolerant spirit against the Established Church; but the fact of Mr. Moase having written this letter cannot have the effect of preventing another person, an infant of a few days old, from having the benefit of the offices of the Established Church. No doubt the most bitter spirit of intolerance against the Established Church is evinced in this letter, which is a printed letter, probably meant for circulation, but still this cannot be permitted to have any effect on this cause. The Court has now gone through the different articles of this allegation, and is of opinion, that no advantage could accrue to the party cited by admitting them, or any part of them. They do not appear to the Court to constitute any defence to, or any extenuation of, the offence charged to have been committed by this gentleman against the law, which makes it imperative on him to perform the burial-service over a parishioner who dies not unbaptized. It has been held, that a person not a member of the church may administer valid baptism, and if the baptism be valid, this child was not unbaptized. This child had no opportunity of supplying any defect in that baptism; for, by its death before arriving at years of discretion, it could not have desired or received the benefit to be derived by imposition of hands. No crime can be imputed to this child, as not having sought to supply this deficiency; and the fair presumption is, that, had it arrived at years of discretion, any deficiency would have been supplied. I am of opinion, that, even if I admitted this allegation, I should not in any manner benefit the party proceeded against; indeed, I think I am doing good to the party by arriving at the conclusion to reject it. I am saving him from great expense and interminable delay. I therefore reject this allegation; but, as it is stated that no case has occurred precisely of this description, if the party shall be advised to apply for leave to appeal, I shall not refuse leave. The case will stand over until next court-day, to ascertain whether the party shall wish or be advised to appeal.

On the succeeding court-day

Sir H. JENNER FUST said: Dr. Phillimore, do you intend to apply for leave to appeal against the judgment of the Court in this case?

Phillimore.—After the strong expression of the Court's opinion, I have advised the party not to appeal. I thank the Court for its permission, but we do not intend to avail ourselves of it.

The allegation was then formally rejected.

THE LEGISLATOR.

Summary.

THE business of the Session is about to close, and a multitude of important measures have been hurried through both Houses with a rapidity that would imply that law-making is not so difficult a work as hitherto it has been considered. This is the period of the Session at which vast good might be effected by two or three sturdy representatives. Ministers and members have but one object—to get through the business as fast as possible, little caring how it be done, so it be done quickly. They will make almost any concessions for the sake of peace. Now let some good man reserve himself for this busy time, and having well examined the various measures, announce his objections, propose his amendments, and let it be well understood that it is his firm purpose to fight them, though he stand alone, and he will be sure to succeed in carrying nine-tenths of his propositions; he will need but to hand them in and they will be adopted *nem. con.* Something of this has been done with great effect by Mr. Hawes, but it should be made a systematic business, and the country would soon reap the advantage. It will be seen that Sir James Graham entertains considerable doubt whether the County Courts Bill will be revived, and he hints at some minor measure for improving existing local Courts. The Post-office Committees have made their reports, and it appears that the practice of opening letters is a very ancient one. But it must be put under some regulation, although we think it a power with which it is necessary to arm a Government, to be exercised on its own responsibility; and when a letter is opened it should not be re-sealed with a forged stamp, but forwarded to the party in an envelope, stating that it had been opened by orders of the Secretary of State. The publicity thus given to the power would be the best security for its proper exercise.

Amongst the Bills hurried through at railroad speed is the one entitled "The Transfer of Property" Bill. A more important Act has not been passed for many years, altering some of the fundamental principles hitherto recognized in our law, especially that well-known principle, that contingent estates shall be construed, if possible, as a remainder rather than an executory devise. We think the public have a right to complain of such haste in so important a matter. True, the Bill was brought in at the suggestion of the Real Property Commissioners, but being first introduced into the House of Lords, there was no publicity given to its provisions. It is first ordered to be printed by the House of Commons July 30, on which day it is brought from the Lords and read the first time. It is read the second time on August 1st, committed on August 2nd, reported with amendments on the 3rd, passed the third time on the 5th, and receives the royal assent on the 6th! The Bill, as amended, is not yet printed, but we give, in another column, an abstract of the Bill as it stood previously. That such a Bill should have passed *sub silentio* is indeed strange. Some of its provisions are certainly excellent, but the effects of the others yet remain to be proved by their operation.

It will be seen by our report of the debates in the House of Commons, that, on Thursday night, Sir James Graham brought in a Bill to abolish the fees to clerks at sessions, and effect other material alterations in the administration of justice. He then also broached some important plans for the amendment of the Law of Settlement. The merits of both measures will in due time be canvassed in our columns.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

Tuesday, August 6.

ROYAL ASSENT.

Mr. Speaker reported the Royal Assent to the following Bills:—Three-and-a-Half per Cents. Dissentients; Ecclesiastical Jurisdictions; Debtors and Creditors; Militia Pay; Aliens; Clerk of the Crown in Chancery; Privy Council; New South Wales, &c. Government; Trafalgar-square; Detached Parts of Counties; Land Tax Commissioners' Names; Farm Buildings; Transfer of Licenses, Post Horses, Ireland; Duchy of Cornwall Lands; Criminal Justice, Middlesex; Customs, New South Wales; Books and Engravings; Transfer of Property; Unlawful Oaths, Ireland; Party Processions, Ireland; Great Southern and Western Railway, Ireland; Wishaw and Coltness Railway; North Wales Mineral Railway; London and Croydon Railway, No. 2; Ayr Bridge, No. 2; Swansea Improvement; Kingston-upon-Hull Docks; Rochdale Improvement; Ventnor Improvement; Willenhall Chapel Estate; Hitchins' (or Peach's) Estate; Ramsden's Estate; Passingham's Estate; Wilson's Estate; Harris' Estate; Lady le Despencer's Estate, Ladbroke's Estate; Bowyer's Estate; Gervis' Estate; Lord Lovat's Estate; Devayne's Estate; Bishop of London's Estate; Morton's Estate; Lord Cranstoun's Estate; Werrington, &c. Curacies; Bishop of Down, Connor and Dromore's Estate; Cheape's Divorce; Hough's Divorce.

BILLS READ A FIRST TIME.

Friday, August 2.

Feudal Investiture, Scotland
Heritable Securities, Scotland.

Monday, August 5.

Lands Clauses Consolidation
Railway Clauses Consolidation
Companies' Clauses Consolidation
Merchant Seamen's Fund

Thursday, August 8.

Clerks of Petty Sessions
Parochial Settlements.

BILLS READ A SECOND TIME.

Friday, August 2.

Private Partnerships.

Monday, August 5.

Roman Catholics Penal Acts Repeal

BILLS READ A THIRD TIME AND PASSED.

Friday, August 2.

Art Unions.

Saturday, August 3.

Marriages, Ireland
Debtors and Creditors
Arms, Ireland.

Monday, August 5.

Transfer of Property

Wednesday, August 7.

Insolvent Debtors.

Thursday, August 8.

Roman Catholic Penal Acts Repeal.

PRIVATE BUSINESS TRANSACTED.

BILLS READ A SECOND TIME.

Friday, August 2.

Duke of Hamilton and Brandon's Estate.

BILLS READ A THIRD TIME AND PASSED.

Friday, August 2.

Gervis's Estate
Lord Lovat's Estate
Gape's Divorce

Saturday, August 3.

Hough's Divorce.

Monday, August 5.

Lord Cranstoun's Estate
Morton's Estate
Leeds Vicarage

Tuesday, August 6.

Duke of Hamilton and Brandon's Estate.

SESSIONAL PRINTED PAPERS.

Par. Num.
563 Bills—Arms, Ireland
561 — Roman Catholic Penal Acts Repeal
570 — Charitable Donations and Bequests, Ireland, amended
571 — Insolvent Debtors, amended
576 — County Coroners, Lords' Amendments
573. — Feudal Investiture, Scotland
408 East India, Accounts
551 Army; Returns
Copyholds; Third Report of Commissioners
Criminal Offenders, Scotland; Tables
Public General Acts; Cap. 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, and 43
508. Revenue Inquiry; Report of Commissioners
582. Post Office; Report of Secret Committee
534. Poor Law, Orphan Children, &c.; Return
511. Prisoners for Debt, &c.; Abstract Return
542. Scilly Islands Mails; Copies of Communications
589. Public Income and Expenditure; Account.

Bills in Progress.

DEBTORS AND CREDITORS BILL.

An abstract of Lord Brougham's "Insolvent Debtors Bill" has already appeared. Another measure relative to the same subject has been since brought down from the Lords, and read a second time in the House of Commons. It is entitled, "An Act for facilitating arrangements between Debtors and Creditors," and contains sixteen clauses. The 1st enacts, that from and after the 1st of September next it shall be lawful for any debtor who is unable to meet

his engagements with his creditors (not being a trader within the meaning of the Bankruptcy Acts now in force), with the concurrence of one-third in number and value of his creditors (testified by their signing his petition), to present a petition to the Court of Bankruptcy, setting forth a full account of his debts, the names, &c. of his creditors, his estate and effects, whether in possession, reversion, or expectancy; and also setting forth his inability to meet his engagements with his creditors, the true cause of such inability, and stating what proposal he is able to make for the future payment or compromise of such debts or engagements (one-third of the creditors having assented to the arrangement), and praying that such proposal, or a modification thereof, should be carried into effect, under the superintendence and control of the said Court; and that he, the said petitioning debtor, should meanwhile be protected from arrest, by order of the said Court. Upon this, a preliminary and private examination of the petitioner, and of the statements contained in the petition, &c. shall be made by one of the Commissioners of the Court of Bankruptcy, and if the said Commissioner be satisfied of the truth thereof, he may convene a meeting of the creditors, by notice in writing, not less than seven days previously. The petitioner will, it seems, be disqualified from taking the benefit of this Act if any of his debts shall have been incurred by reason of any fraud, breach of trust, or without any reasonable probability at the time of contract of being able to pay the same, or by reason of any judgment in any prosecution for breach of the revenue laws, or in any action for breach of promise of marriage, seduction, crim. con., libel, slander, assault, battery, malicious arrest, malicious trespass, &c. If, at the first meeting of the creditors, the major part in number and value, or nine-tenths in value, or nine-tenths in number whose debts exceed 20*l.* shall assent to the debtor's proposal, another meeting of the creditors shall be appointed, at which second meeting if three-fifths in number and value of all the creditors present, or nine tenths in value, or nine-tenths in number (whose debts exceed 20*l.*), shall agree to accept such arrangement or composition as was assented to at the first meeting, and shall reduce the same to writing and sign it, such resolution or agreement shall henceforth (if duly confirmed) be binding and of full force, both against the debtor and his creditors, provided, however, that such resolution or agreement shall not be valid unless the full third in number and value of all the creditors were present at such second meeting either *in propriâ personâ*, or by an authorized proxy. The resolution is to be submitted, within fifteen days of its passing, to the acting commissioner, who is empowered, if he shall think fit, to file and record the same, and to grant the debtor a certificate thereof, and from time to time to indorse thereon his protection of the said debtor from arrest or incarceration. The debtor will be henceforth free from arrest at the suit of any party who was a creditor at the date of his petition; but no such protection will be valid in case of a debtor who shall be proved to have been about to abscond beyond the jurisdiction of the Court of Bankruptcy, or who has concealed, or is concealing, any part of his estate or effects. Temporary protection from arrest may be granted to such debtors during the discussion of their proposals, &c.; all the estate and effects of such debtors to vest in the trustee as fully as if the said trustee were an official assignee. The other clauses provide for periodical audits of accounts, examinations, and special meetings for special purposes. If any difficulty shall arise in the execution of the resolution or agreement, the commissioner may call another meeting of the creditors, who may either confirm, alter, or annul the whole or any part thereof, provided that at least one-third in number and value attend such meeting. The Act is to extend to aliens, denizens, and women; it is "to be construed beneficially to creditors," and if any doubts should arise in the construction thereof, it is to be construed by analogy to the laws now in force relating to bankrupts. The Act is not to extend either to Scotland or to Ireland.

TRANSFER OF PROPERTY BILL.

A short Bill is lying on the table of the Lower House of Parliament (having been already passed by the House of Lords), entitled, "An Act to simplify the Transfer of Property." It contains fifteen clauses. The 1st clause defines the words "land," "freehold," "conveyance," "person," &c. The word "land" shall extend to manors, advowsons, messuages, lands, tithes, tenements, and hereditaments, whether corporeal or incorporeal, and to any undivided share thereof, and to any estate or interest therein, and to money subject to be invested in the purchase of land; the word "freehold" shall extend to customary freehold, or such customary land as will pass by deed, or deed and surrender, and not by surrender alone. The word "conveyance" shall extend to a feoffment, grant, release, surrender, or other assurances of freehold land; and the word "person" shall extend to a corporation as well as to an individual. All such freehold land may be conveyed by deed without livery of seisin, or prior bargain and sale, as might before the passing of this Act have been conveyed by lease and release. Partitions, exchanges, and assignments will not be valid at law, unless made by deed. Leases and surrenders in writing must also be by deed. Contingent interests may be conveyed by deed. No implied warranty to be created by "grant" or "exchange." No conveyances are to operate by wrong, or to have greater effect than a release or grant. By the 8th clause, contingent remainders are abolished; limitations, which would have taken effect as such, are to be executory devises or estates; and contingent remainders existing before the passing of the Act are not to be destructible by determination of any preceding estate, otherwise than by natural effluxion. The 9th clause empowers the executor or administrator of a mortgagee on discharge of a mortgage, to convey the legal estate vested in the heir or devisee. The remedies for the rent and covenants in a lease are not to be extinguished by the merger of the immediate reversion. The Act is to commence and take effect from the 1st day of December next, and will not extend to any deed, act, or thing executed or done, or any estate, right, or (except as regards the provisions respecting existing contingent remainders) interest created, before the 1st day of January, 1845. The Act is not to extend to Scotland.

HOUSE OF LORDS.

LAW COURTS (IRELAND).

MONDAY, Aug. 5.—A conference was requested by the Commons relative to the amendments made in the Law Courts (Ireland) Bill, which was agreed to. On the return of the Lords Managers, the Earl of LIVERPOOL reported that the Commons had dissented from their lordships' amendments, for reasons stated in a paper which was then handed in, and ordered to be printed.

POOR LAW AMENDMENT BILL.

Lord WHARNCLIFFE brought up the report upon this Bill, and on his motion the amendments made in committee were agreed to. The House went into committee on the Fisheries (Ireland) Bill, which was reported without amendments, and ordered to be read a third time on Tuesday. The Arms (Ireland) Bill also went through committee, and was reported without amendments, to be read a third time on Tuesday. The other Bills were forwarded their respective stages, and their lordships adjourned to Tuesday at four o'clock.

COUNTY CORONERS BILL.

THURSDAY, Aug. 8.—There was a conference with the Commons on the subject of this Bill.

POOR LAW AMENDMENT BILL.

On the motion of Lord WHARNCLIFFE, this Bill was read a second time.—Lord FEVERSHAM proposed two amendments: the object of the first being to enable boards of guardians to extend out-door relief to women who have had one bastard child only, and of the second, to allow them to grant relief to the families of married paupers, or widowers leaving their families in order to obtain employment in other parts of the country, instead of leaving such persons to be punished under the Vagrant Act, both of which were opposed by Lord WHARNCLIFFE, and negatived without a division.—The Bill then passed.

INSOLVENT DEBTORS BILL.

The Commons' amendments to this Bill were agreed to.

CORONERS BILL.

Lord WHARNCLIFFE moved that the Commons' amendments to this Bill be agreed to.—Lord BEAUMONT opposed the amendments.—After some conversation, the House divided, and Lord Wharncliffe's motion, that their lordships should not insist upon their objections to the Commons' amendments, was negatived, the numbers being

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the rule of the House in such cases deciding in favour of the non-contents.—The Joint-Stock Remedies (Law and Equity) Bill was read a third time and passed.—A message was brought from the Commons stating that that House had agreed to the Lords' amendments in the Poor-law Bill, the Duchy of Cornwall Bill, and the Dublin Grand Jury Presentments Bill. A message was sent to the Commons, desiring a present conference on the subject of the amendments made by their lordships in the County Coroners Bill, and, on the motion of Lord WHARNCLIFFE, a committee was appointed to conduct the conference on the part of their lordships. On the motion for the third reading of the Joint-stock Banks Bill, Lord MONTEAGLE pointed out the discrepancy between the provision of this Bill and those of the Joint-stock Regulation Bill. In the latter, directors going out annually were re-eligible, while in the Joint-stock Banks Bill such re-election was prohibited for at least a year. He thought it would be better that that restriction should not exist; and he, therefore, moved as an amendment the omission of the words in the fourth rule, which provided against the re-election of the retiring directors for at least twelve calendar months. —The LORD CHANCELLOR and the Earl of RIPON defended the clause as it stood. The amendment was negatived without a division. The Bill was then read a third time and passed.

JOINT-STOCK REGULATION AND REGISTRATION BILL.

This Bill was read a third time and passed.

CONFERENCE WITH THE COMMONS.

The managers on the part of the Lords withdrew for the purpose of holding a conference with the Commons upon the County Coroners Bill, and upon their return stated that they had submitted to the Commons their reasons for persisting in their amendments to this Bill. The Fisheries (Ireland) Bill, the Arms (Ireland) Bill, and the Protection of Purchasers, &c. (Ireland) Bill were severally read a third time and passed.

HOUSE OF COMMONS.

INSOLVENT DEBTORS BILL.

MONDAY, Aug. 5.—On the motion of Sir JAMES GRAHAM, the report of the resolutions on compensation was brought up and agreed to, and the House resolved itself into committee on the Bill. Sir JAMES GRAHAM brought up several new clauses, giving increased facilities to creditors over the property of debtors. On the clause abolishing imprisonment for debt for sums under 20*l.* Mr. M. PHILIPS remarked that great alarm had been created by this clause among the shopkeepers and trading classes, who were of opinion that it would put an entire stop to credit.—Sir J. GRAHAM observed that the Bill now presented a very different aspect from that which it wore when it was last discussed. Clauses had been introduced for the summary punishment of fraud, and for the protection of bailiffs in the seizure of goods, which gave greatly increased command over the property of the debtor. He was quite satisfied that the power of imprisonment for debt, for sums under 20*l.* without fraud, ought to be done away with; but it was impossible for the Legislature to guard the rights and interests of creditors more carefully than was now done by the Bill.—Sir W. CLAY supported the clause. It was true that alarm respecting the Bill had been expressed, but those who did so were probably not aware of the provisions contained in it for the punishment of fraud. It would do away with spurious credit, while it would not impair sound and useful credit, and would increase the value attaching to uprightness of character.—After some further conversation, Sir J. GRAHAM remarked that the clause was the essence of the Bill. He would suggest that the better course would be to agree to the various clauses, and take the discussion on the third reading.—The clause was then agreed to, as were the remaining clauses of the Bill, and the report ordered to be brought up on Tuesday at twelve o'clock.

COUNTY COURTS BILL.

Captain PECHELL wished to know whether the right honourable baronet intended to renew the County Courts Bill next session.—Sir J. GRAHAM was not prepared to give any direct pledge on the subject. He thought it not improbable that some bill for the better regulation of small debt courts might be required even after the present change had been introduced, but he wished first to see the effect of this measure.

COUNTY CORONERS BILL.

The Lords' amendments to this Bill were agreed to with the exception of one, which reduced the mileage from one shilling to ninepence. A committee was appointed to draw up reasons for disagreement on this point, which, having been done, the reasons were read, and ordered to be communicated to the Lords. —Mr. M. J. O'CONNELL presented 202 petitions from various parts of Ireland against the Charitable Donations and Bequests Bill.

THE WRIT OF ERROR.

TUESDAY, Aug. 6.—Mr T. DUNCOMBE inquired on what day the right honourable baronet would propose the adjournment of the Houses, and when the decision was likely to be given in the case of the *Queen* v. *O'Connell?*—Sir R. PEEL said he was only enabled to state that no decision would be taken till the judges came to town, as on account of the great importance of the subject the judges were decidedly of opinion that they ought to have an opportunity of private and confidential communication before they formed their judgment on the points in question. There would be no prorogation of Parliament until that took place. It was his belief that on the next day or on Thursday he should be able to move that the House do adjourn.

INSOLVENT DEBTORS BILL.

WEDNESDAY, August 7.—On the third reading of this Bill, Mr. M. MILNES moved the following clause:—"And whereas since the 11th day of November, 1842, the duties of taxing-master in the Court of Bankruptcy have been performed by one of the deputy-registrars of the said court, and the duties of such deputy-registrar have been performed by Thomas Acton Warburton, esq. barrister-at-law; be it enacted that such person shall be paid by the Go-

vernor and Company of the Bank of England, out of the fund placed to the credit of the Accountant in Bankruptcy, entitled, 'The Secretary of Bankrupts' Account,' such remuneration for his services, not exceeding 800*l.* as the Lord Chancellor shall think reasonable, and by his order in writing shall direct."—Sir J. GRAHAM said, that he would not oppose the clause proposed, as the gentleman therein referred to had performed the duties which he had undertaken in a very efficient manner. Since the subject had been last under discussion he had seen the Lord Chancellor, by whom he was told, that the office of registrar had been disposed of in a manner satisfactory both to the House and the country. In the year 1842 the Bankruptcy Amendment Act was passed; and at that time there were certain officers who had not received compensation for the duties of which they were deprived by that Bill. He had mentioned his feeling on the subject to the Lord Chancellor, and the Lord Chancellor, conceiving the present to be a proper occasion for exercising the patronage of the Crown on behalf of those persons, had made such arrangements that the office of registrar, as far as Mr. Warburton was concerned, must be considered as having been forestalled.—Mr. R. YORKE opposed the clause. He considered that Mr. Warburton had entered upon the duties for which he sought compensation upon speculation and without sufficient authority; and as a claim of the kind would, if recognized, become a very dangerous precedent, he would take the sense of the House on the subject.—Mr. WAKLEY was of opinion that the speech of the right hon. baronet (Sir James Graham) furnished unanswerable arguments against the present motion. He would oppose it, as furnishing a most dangerous precedent for speculators in Government business generally. Mr. Warburton, as a lawyer, should have known that under the Act he could not claim a recompense.—The SOLICITOR-GENERAL said, that his first impression on looking at the subject was, that as Mr. Warburton had entered upon the duties of deputy-registrar merely as a speculation, he was not entitled to compensation; but upon further consideration, he was not prepared to accede to the views of the hon. member for Finsbury, that Mr. Warburton, as a lawyer, must have been aware that by the construction of the Act he was not entitled to claim compensation, and that he must therefore take the consequences.—Mr. HENLEY opposed the clause; and after a few words from Mr. M. MILNES, the House divided, when there appeared—

For the clause	44
Against it	5
Majority	—39

The clause was then added to the Bill by way of rider.—Mr. SPOONER moved that clauses 54 and 55 be postponed in their operation until the 25th of March. He knew that he would be met with the statement that the condition of the debtors' prisons must meet with a revision, and he felt that that system of things ought to be altered; but surely such was not a ground for general legislation on so large a subject as the law of debtor and creditor. The right hon. baronet (Sir J. Graham) had nothing more to do upon that question than to ask that all debtors' prisons throughout the kingdom should be transferred to his care, in order to terminate the evils complained of therein. He (Mr. Spooner) did ask his right hon. friend to beware lest, in abolishing such evils, he created others of a more extensive kind. Why, the effect of the Bill upon the working classes themselves would be, that they would not be able to get any credit at all.—Mr. KEMBLE seconded the motion. As the Bill would have a retrospective effect, he considered that its operation would be accompanied by great hardships. He thought that debtors were not entitled to monopolize all the consideration of the House, and that creditors had a right to come in for a share.—Sir J. GRAHAM thought it clear that the principle had been conceded that imprisonment for debt ought to be abolished, and that the question now raised was whether it was the interest of the retail shopkeepers on the one side, and of their debtors on the other, to postpone the operation of the Bill, or to bring it at once into effect. First, then, as to the working classes: they were defenceless and unprotected, and to their interests he looked. Only one argument had been adduced with regard to them, viz. that they might be damnified by the abolition of all credit. It was a matter of indifference to the labouring classes when the clauses might be brought into operation. He did not believe that legitimate credit would suffer by the alteration. Under the present system much moral damage was done, and a cruel hardship, to which, under it, the labouring classes were exposed, would by the Bill be removed. What, however, would be the effect of the suggested postponement? Why, that every creditor during six months would oppress and imprison their debtors to such an extent that all the gaols in the country would not contain them. He believed that such a scene of cruelty and confusion would be presented to the country as was never before witnessed. From the remedies provided (except in cases of fraud), every legitimate purpose would be answered as regards recourse against the property of the debtor; and what more than that could the creditor require? The effect of the present Bill would be, to check any propensity to give credit upon the mere security of personal restraint when there was no property, and yet to protect relatives and friends who, under the present system, were often induced, by feelings of kindness and humanity, to pay the debt in order to avoid the last extremity of punishment to which the law rendered their friends liable. In support of these principles he could quote the opinions of lawyers the most able. The present Lord Chancellor gave to them his unqualified support. Lord Cottenham was prepared to go even further; and Lord Brougham had also sanctioned the measure, which had likewise received the careful consideration of his learned friend the Attorney-General. The ancient law of Scotland was the same as our own, and there the change was effected with perfect safety. Indeed, he had the authority of a solicitor in Glasgow, employed in the small debt courts, for saying that the abolition of imprisonment in that country was a great boon. He was quite willing to wait till the table of the House was loaded with petitions against the Bill, before refusing to advocate its principle, and he thought that the House should do the right thing now and do it at once. While, therefore, he felt that the labouring classes had no right to be protected by the House by injustice to the retail dealers, yet he considered that on the whole he was bound to oppose the motion of his hon. friend.—Mr. BROTHERTON opposed the motion.—Mr. HAWES was sure that, if the motion was carried, wherever there was a relentless creditor, he would at once put his power into operation. It was the hard measure of coercion upon which a large proportion of creditors relied for securing their debts. The Bill was one upon which the Government were entitled to the strenuous support of all hon. gentlemen representing large constituencies. He gave his support to it because he conceived that it would be a boon, not only to the labouring classes, but to the shopkeepers and retail dealers themselves. Mr. HARDY did not see why, if the power of imprisonment was to be taken from the hands of creditors as to all claims under 20*l.* the same rule should not be carried out as to debts of 30*l.* or 50*l.* He would support the motion of the hon. member for Birmingham.—Mr. T. DUNCOMBE said, that he had only heard feelings of gratitude among his constituency to the Government for the measure which was now under consideration, and he hoped the hon. member would not press the House to a division.—Mr. SPOONER withdrew his motion.—Some verbal amendments were then introduced, and the Bill was passed.

LAW COURTS (IRELAND) BILL.

Sir T. FREMANTLE appeared at the bar, and stated that he had been to the House of Lords with a message, requesting a conference with them on this Bill, which their lordships had agreed to.—Managers were then appointed to conduct the conference on the part of this House, and on their return, the CHANCELLOR of the EXCHEQUER reported that they had delivered the reasons of the Commons for disagreeing with the Lords' amendments, and had left the reasons and amendments with their lordships.

LAW OF SETTLEMENT.

THURSDAY, Aug. 8.—Sir J. GRAHAM brought in a Bill for the alteration of the law of settlement, and, in doing so, stated its purport and objects. The Bill, which effects another important improvement in the existing poor law, is to be printed with the view of deliberate consideration during the recess being given to it by all interested in the measure, which constitutes the public at large.

APPOINTMENTS OF CLERKS OF THE PEACE, &c.

Sir J. GRAHAM said he was happy to announce to the House that he had now arrived at the last Bill which he had to lay before them at the close of the session. It was a Bill to which he attached great importance. It was a measure for regulating the duties, and the amount of fees, to be discharged and received by clerks of magistrates, clerks of the peace, and clerks of assize. He would take them in order;—clerk of the arraigns, clerk of the indictments, and clerk of the assize, and various other officers who go with the judges on the circuit. The great object with respect to the two first classes, namely, clerks to magistrates and clerks of the peace, was to substitute salaries in lieu of fees. Another object of the greatest importance was, that the magistrates in petty sessions should hold their courts in public—that they should meet in a fixed place, and on fixed days, instead of meeting, as they now often did, in their own houses, where the business was conducted in private. By this Bill that object would be obtained. He further proposed, that the clerk of the magistrates should be an attorney of a certain standing. He knew that the honourable member for Finsbury would object to this, because it was the opinion of that honourable gentleman that the law was not best executed by lawyers, and that professionally educated men were not the best practitioners. The county would be divided into petty session divisions, and each division would have a clerk and the salary of each clerk would be fixed by the magistrates in quarter sessions. Any fees legally payable to the clerk would be carried to the county stock. This, he thought, would secure regularity in the despatch of the public business, and impartiality to the parties seeking justice. With regard to the clerks of the peace, they would be required to make out an account of the fees which they had received for the seven years preceding the 1st of January, 1844, and he proposed to legalize all fees which had been received for fifty years previously. These lists of fees were to be sent to the Secretary of State, who would require them to be tested by the proper parties. The salary would be paid upon an average of the fees received during the last seven years. But fees received that were not found to be legal would not be included in the average. The lawful fees would still be received by the clerk of the peace; if they amounted to more than the salary assigned to him, the surplus would be paid to the county stock; and if they fell short of the amount of his salary, the difference would be paid to the clerk of the peace out of the county fund. Power would be given to the Secretary of State to prepare a uniform scale of fees to be received by the clerks of the magistrates, clerks of the peace, clerks of the assize, clerk of the arraigns, clerk of the indictments, and the associates of the judges, and all other officers attending the administration of justice. He proposed to abolish all fees on traverses, as well as upon proclamations and the discharge of prisoners. (Hear, hear.) And if any person should take fees which were not allowed and fixed by the Secretary of State, he should be liable to a penalty of 5*l.* The right honourable baronet then moved for leave to bring in a Bill to regulate the appointment and payment of clerks and other officers of the courts of petty and quarter sessions of the peace, oyer and terminer, and gaol delivery. It was not his intention to prevent attorneys practising in their profession while they should hold the office of clerks to the magistrates.—Mr. ESCOTT expressed his sense of gratitude to the right honourable baronet for having introduced this measure; the main object of which he considered to be to purify the courts of justice of this country from a gross system of extortion.—Mr. WAKLEY highly approved of the nomination of a lawyer to be clerk to the magistrates, for as justices proverbially had little knowledge of law, it was fit some person who at least pretended to an acquaintance with the science should assist them.—Leave was given to bring in the Bill. It was immediately afterwards laid upon the table by Sir J. Graham, read a first time, and the second reading fixed for this day three months.

NEW STATUTES.

Of the Session 8 *Victoria.*

[In this record of actual Legislation, we adopt the plan of giving the titles alone of the statutes of no general or professional interest; and analyses of the more important changes in the law, printing at length such statutes or parts of statutes only as are of particular interest to our readers.]

(*Continued from page* 248.)

CAP. XXII.

An Act to amend the Laws now in force for Preventing Frauds and Abuses in the Marking of Gold and Silver Wares in England. (July 4, 1844.)

THE first section of this statute, after reciting the several laws relating to the marking of gold and silver wares, and that it was expedient to simplify them and alter the punishments thereby imposed, repeals 13 Geo. 3, c. 59, and sec. 7 of 38 Geo. 3, c. 69, except as to offences already committed.

The following sections, as comprehending the new law upon the subject, it will be necessary to extract *verbatim*:—

2. *Forging or counterfeiting any die for marking gold or silver wares, or knowingly uttering the same; marking wares with forged die, or uttering; forging any mark of any die, or uttering; transposing or removing marks, or uttering; having in possession any such, knowing, &c.; cutting or severing marks with intent to affix upon other wares; affixing any mark cut or severed from any other ware; or fraudulently using genuine dies. Felony: punishment.*—And be it enacted, that every person who shall forge or counterfeit, or shall utter, knowing the same to be forged or counterfeited, any die or other instrument, or any part of any die or other instrument, provided or used or to be provided or used by the Company of Goldsmiths in London, or by any of the several companies of goldsmiths in the cities of York, Exeter, Bristol, Chester, or Norwich, or the town of Newcastle-upon-Tyne, or by the companies of guardians of the standard of wrought plate in the towns of Sheffield or Birmingham respectively, for the marking or stamping of any gold or silver wares; and every person who shall mark with any such forged or counterfeit die or other instrument, or with any part of such forged or counterfeit die or other instrument as aforesaid, any ware of gold or silver, or any ware of base metal, or shall utter any such ware of gold or silver, or any such ware of base metal, so marked as aforesaid, knowing the same to be so marked as aforesaid; and

every person who shall forge or counterfeit, or by any means whatever produce an imitation of, or shall utter, knowing the same to be forged or counterfeit or an imitation, any mark or part of any mark of any die or other instrument provided or used or to be provided or used as aforesaid, upon any ware of gold or silver, or any ware of base metal; and every person who shall transpose or remove, or shall utter, knowing the same to be transposed or removed, any mark of any die or other instrument provided or used or to be provided or used as aforesaid, from any ware of gold or silver to any other ware of gold or silver, or to any ware of base metal; and every person who shall without lawful excuse (the proof whereof shall lie on the party accused) have in his possession any such forged or counterfeit die or other instrument as aforesaid, or any ware of gold or silver, or any ware of base metal, having thereupon the mark of any such forged or counterfeit die or other instrument as aforesaid, or having thereupon any such forged or counterfeit mark or imitation of a mark as aforesaid, or any mark which shall have been so transposed or removed as aforesaid, knowing the same respectively to have been forged, counterfeited, imitated, marked, transposed, or removed; and every person who shall cut or sever from any ware of gold or silver any mark or any part of any mark of any die or other instrument provided or used or to be provided or used as aforesaid, with intent that such mark or such part of a mark shall or may be placed upon or joined or affixed to any other ware of gold or silver, or to any ware of base metal; and every person who shall place upon or join or affix to any ware of gold or silver, or any ware of base metal, any mark of any die or other instrument provided or used or to be provided or used as aforesaid, which shall have been cut or severed from any ware of gold or silver; and every person who shall, with intent to defraud her Majesty, or any of the said several companies of goldsmiths and guardians respectively, or any person whatever, use any genuine die or other instrument provided or used or to be provided or used as aforesaid, and every person counselling, aiding, or abetting any such offender, shall be guilty of felony, and shall, at the discretion of the court, either be transported beyond the seas for any term not exceeding fourteen years nor less than seven years, or be imprisoned, with or without hard labour, for any term not exceeding three years.

3. *Penalty on dealer selling, &c. or having in his possession any wares with forged marks.*—And be it enacted, that every dealer in gold or silver wares who shall sell or exchange, or expose or keep for sale, or shall export or import, or attempt to export or import, from or to England, or who shall have in his possession without lawful excuse (the proof whereof shall lie upon him) any ware of gold or silver, or any ware of base metal, having thereupon any mark of any forged or counterfeit die or other instrument as aforesaid, or any forged or counterfeit mark or imitation of a mark of any die or other instrument provided or used or to be provided or used by any of the several companies of goldsmiths and guardians aforesaid for marking gold or silver wares, or having thereupon any mark which shall have been transposed or removed thereto from any other ware of gold or silver, shall for every such ware so sold or exchanged, or exposed or kept for sale, or exported or imported, or attempted to be exported or imported, or which shall so be in his possession as aforesaid, forfeit and pay the sum of ten pounds, which may be sued for and recovered by any of the several companies of goldsmiths and guardians aforesaid in manner hereinafter provided.

4. *Dealers to be exempted in certain cases. Not to exempt persons from the consequences of uttering with guilty knowledge.*—Provided always, and be it enacted, that every such dealer in gold or silver wares who shall have sold or exchanged, or exposed or kept for sale, or exported or imported, or attempted to export or import, or had in his possession, any such ware of gold or silver, or any such ware of base metal, having thereupon any mark of any such forged or counterfeited die or other instrument as aforesaid, or any such forged or counterfeit mark or imitation of a mark as aforesaid, or any mark which shall have been so transposed or removed thereto as aforesaid, and shall within twenty-one days next after notice thereof to him given by any of the several companies of goldsmiths or guardians as aforesaid, or left at his usual place of abode, or at any house, shop, or place where he shall carry on or transact his said trade or business, discover and make known to the company of goldsmiths or guardians in or nearest to the city, town, or place in which such person shall reside, or shall carry on or transact his said trade or business, the name and place of abode of the actual manufacturer of any such ware of gold or silver, or ware of base metal, or of the person or persons from whom such dealer in gold or silver wares bought, had, or received the same respectively, then such dealer in gold or silver wares shall be and he is hereby exempted and discharged from any penalty or forfeiture incurred by reason of his having so sold or exchanged, or exposed or kept for sale, or exported or imported, or attempted to export or import, or having in his possession, any such ware of gold or silver, or ware of base metal, as aforesaid, any thing hereinbefore contained to the contrary thereof notwithstanding: Provided always, that nothing herein contained shall extend to exempt any person from the legal consequences of uttering or of having in his possession any such ware as aforesaid, knowing the same to be marked with a forged or counterfeit die or other instrument, or knowing the mark thereupon to be forged, counterfeited, imitated, transposed, or removed, if such knowledge shall be duly proved in any criminal prosecution or proceeding against such person for any such offence.

5. *Where any alterations or additions are made, the ware so altered or added to shall be again assayed and marked as new, and duty paid upon the whole. Proviso for cases where an addition only is made to any ware. Penalty upon any dealer altering or adding to any ware without bringing same to be re-assayed and re-marked, or if only of a certain weight, without procuring the assent of any company thereto; and upon every dealer selling such ware without the same being marked, and such ware to be seized.*—And be it enacted, that if any ware of gold or silver which shall have been duly assayed and marked at any assay office of any of the several companies of goldsmiths or guardians aforesaid shall at any time after the passing of this Act be altered, either by any addition made thereto or otherwise, so that the character or denomination of such ware, or the use or purpose for which the same was originally made or designed, shall be changed, or if any such ware of gold or silver shall at any time after the passing of this Act, have any addition made thereto (although its character, denomination, use, or purpose shall not be changed by reason of any such addition), the weight of which said addition shall bear a greater proportion to the original weight of such ware than four ounces weight of such addition to every pound troy weight of such original ware, every such ware so altered or added to as aforesaid shall be again brought to the assay office of some one of the several companies of goldsmiths or guardians aforesaid, and shall be assayed and marked as a new ware, and as if no part thereof had been before assayed, and notwithstanding any former assay thereof, or the marks of any such former assay thereupon, and the duty shall be paid upon the whole weight of every such ware, and of every addition thereto (if any shall be made or intended to be made), without any allowance for the duty which may have been before paid upon any such ware, or any part thereof: Provided always, that if any ware of gold or silver shall have any such addition made thereto as last aforesaid, and the whole weight of such addition made thereto shall not bear a greater proportion to the original weight of such ware than four ounces weight of such addition to every pound troy weight of such original ware, and so that the character or denomination, use or purpose of such ware, shall not be changed, it shall be lawful for the company of goldsmiths or guardians at any such assay office to allow the addition thereto only to be assayed and marked, and to receive and take the duty on the weight of such addition thereto only; provided that before any such addition shall be made thereto the said ware shall be brought to such office for the inspection of such company of goldsmiths or guardians aforesaid, and the nature and extent of the intended additions thereto shall be fully explained to such company, and such company shall signify their assent to the making of such addition thereto; and every dealer in gold or silver wares who shall by any means whatever alter or change the character or denomination of any ware of gold or silver which shall have been before assayed and marked by any of the several companies of goldsmiths or guardians aforesaid, so that the use or purpose for which the same was originally made or designed shall be changed, and every dealer in gold or silver wares who shall make or affix, or cause to be made or affixed, to any ware of gold or silver which shall have been before assayed and marked at any assay office of any of the several companies of goldsmiths or guardians aforesaid, any addition of gold or silver, or any addition of base metal, the weight of which said addition thereto shall bear a greater proportion to the original weight of such ware than four ounces weight of such addition to every pound troy weight of such original ware, without bringing or sending such ware of gold or silver, so altered, changed, or added to as aforesaid, with every addition made or intended to be made thereto, to the assay office of some one of the several companies of goldsmiths or guardians aforesaid, to be assayed and marked as a new ware, and every dealer in gold or silver wares who shall make or affix to any ware of gold or silver, which shall have been before assayed and marked as aforesaid any addition of gold or silver, or any addition of base metal, the whole weight of which said addition shall not bear a greater proportion to the original weight of such ware than four ounces weight of such addition to every pound troy weight of such original ware, without bringing or sending such last-mentioned gold or silver ware so added to as last aforesaid, with every addition intended to be made thereto, to the assay office of some one of the several companies of goldsmiths or guardians aforesaid, for the inspection of the said company, and fully explaining the nature and extent of the intended addition thereto to the said company, and obtaining and procuring the assent of the said company to the making of such addition before any such addition shall be made thereto; and every dealer in gold or silver wares who shall sell or exchange, or expose or keep for sale, or export or attempt to export from England, or shall have in his possession, any such ware of gold or silver which shall have been so altered, changed, or added to as aforesaid, the same, or the addition thereto, not having been so assayed and marked as aforesaid, shall for every such ware forfeit and pay the sum of ten pounds, which may be sued for and recovered by any of the several companies of goldsmiths or guardians aforesaid respectively in the manner hereinafter provided; and every such ware of gold or silver, if found at any house, shop, or place where any such dealer in gold or silver wares shall carry on or transact his trade or business, shall and may be lawfully seized by any of the several companies of goldsmiths or guardians aforesaid, and by them be dealt with as hereinafter is directed.

6. *Dealers to be exempted in certain cases.*—Provided always, and be it enacted, that every such dealer in gold and silver wares who shall have sold or exchanged, or exposed or kept for sale, or exported or attempted to export from England, or had in his possession, any such ware of gold or silver which shall have been so altered, changed, or added to as aforesaid, the same or the addition thereto not having been so assayed and marked as aforesaid, and shall within twenty-one days next after notice thereof to him given by any of the several companies of goldsmiths or guardians aforesaid, or left at his usual place of abode, or at any house, shop, or place where he shall carry on or transact his said trade or business, discover and make known to the company of goldsmiths or guardians in or nearest to the city, town, or place in which such person shall reside or shall carry on or transact his said trade or business, the name and place of abode of the actual manufacturer of any such ware of gold or silver as last aforesaid, or of the person or persons from whom such dealer in gold or silver wares bought, had, or received the same respectively, then such dealer in gold or silver wares shall be and he is hereby exempted and discharged from any penalty or forfeiture incurred by reason of his having so sold or exchanged, or exposed or kept for sale, or exported or attempted to export, or having in his possession, any such ware of gold or silver as last aforesaid, any thing hereinbefore contained to the contrary thereof notwithstanding.

7. *If any officer of any of the halls shall mark any base metal with any die, &c. such company to be liable to penalty of 20l., the officer to be dismissed; and every such ware to be seized.*—And for the further prevention of abuses in the marking and assaying of gold and silver wares, be it enacted, that if any assayer or other officer of or person employed by the Company of Goldsmiths in London, or any of the several companies of goldsmiths of the cities of York, Exeter, Bristol, Chester, or Norwich, or of the town of Newcastle-upon-Tyne, or either of the companies of guardians of the standard of wrought plate in the towns of Sheffield or Birmingham respectively, shall mark, or permit or suffer to be marked, any ware of base metal with any die or other instrument used or to be used by any such company for marking gold or silver wares to denote that the same is of the standard allowed and required by law, every such company of goldsmiths or guardians aforesaid to which any such assayer or officer shall belong or by whom such person shall be employed shall for every such offence forfeit and pay to her Majesty the sum of twenty pounds, which may be sued for and recovered in such and the like manner as penalties recoverable under any Act in force relating to stamp duties are to be sued for and recovered by law; and every such assayer or other officer or person employed as aforesaid, upon complaint or information made thereof by any officer of stamp duties to any justice of the peace having jurisdiction where any such offence shall be committed, upon the oath of one or more credible person or persons (which oath such justice is hereby empowered and required to administer), and upon being convicted thereof by or before such justice, shall be by him forthwith dismissed and discharged from his said office and employment of or in the company of goldsmiths or guardians aforesaid to or in which he shall have so belonged or been so employed as aforesaid, and shall be incapable for ever afterwards of holding any office or employment either in or under the same or any other of the companies of goldsmiths or guardians aforesaid; and every ware of base metal so marked as last aforesaid, when found in the possession of any dealer, or of any officer of the companies of goldsmiths or guardians aforesaid, shall and may be lawfully seized by any of the said companies of goldsmiths or guardians aforesaid, other than the company to which the offending officer belongs, or by whom he is employed, and shall be dealt with as hereinafter is provided.

8. *Dealer to enter every place wherein he shall carry on his business or deposit wares, &c. Penalty 5l.*—

And be it enacted, that every dealer in gold or silver wares who shall enter his private mark under the laws now in force with any of the companies of goldsmiths or guardians aforesaid, shall at the time he so enters his private mark at the hall or office of any such company give to the officer there appointed to take the entry of his said private mark the particulars of every house, shop, and other place in which he shall or may carry on or transact any part of his said trade or business, and in which he shall or may deposit or keep any gold or silver wares, as well as the place of his abode, in order that an entry may be made at such hall or office of every such house, shop, and other place as aforesaid; and every such dealer in gold or silver wares shall from time to time enter in like manner at such hall or office of any of the companies of goldsmiths or guardians aforesaid where his private mark has already been or may hereafter be entered, the particulars of every house, shop, and other place in which he shall or may from time to time transact or carry on any part of his said trade or business, or in which he shall or may from time to time keep or deposit any gold or silver wares, in order that an entry may from time to time be made at such hall or office of every such house, shop, and other place as aforesaid; and every such dealer in gold or silver wares who shall fail, neglect, or refuse to give any such particulars as aforesaid, and to cause such entry of the same to be made as aforesaid, shall for every such offence forfeit and pay the sum of five pounds, which may be sued for and recovered in the manner hereinafter provided by the company of goldsmiths or guardians aforesaid in respect whereof such default shall have been made.

9. *Penalty for any dealer erasing, obliterating, or defacing any mark.*—And be it enacted, that every dealer in gold or silver wares who shall fraudulently erase, obliterate, or deface, or fraudulently cause to be erased, obliterated, or defaced, from any ware of gold or silver, any mark of any die, punch, or other instrument used or to be used by any of the several companies of goldsmiths or guardians aforesaid for the marking or stamping of gold or silver wares, or any private mark of any dealer in gold or silver wares, shall for every such offence forfeit and pay the sum of five pounds, which may be sued for and recovered by any of the several companies of goldsmiths or guardians aforesaid respectively in the manner hereinafter provided.

10. *Recovery and application of penalties.*—And be it enacted, that the several pecuniary forfeitures and penalties imposed by this Act shall and may be sued for and recovered, with full costs of suit, in any of her Majesty's courts of record at Westminster, by action of debt, bill, plaint, or information in the name of any master, warden, assayer, clerk, or other officer of any of the said several companies respectively entitled to sue for or recover the same, or where the penalty shall be forfeited to her Majesty in the name of the Attorney-General, or by information in the name of any such officer, or where the penalty shall be forfeited to her Majesty in the name of an officer of stamp duties, before a justice of the peace, in like manner as any penalty may be recovered before any such justice by any officer of stamp duties; and every such penalty which shall be sued for and recovered in the name of any officer of the said several companies respectively shall go and be paid wholly to the company to which such officer shall belong, to be applied by such company in defraying the expenses of their assay office, and of detecting and prosecuting offenders against this Act.

11. *Upon information given upon oath against persons suspected of having in possession illegal wares, &c. justices may grant search warrants. Nothing herein to authorize the search for or seizure of wares not required to be marked.* And be it enacted, that whenever any of the said several companies of goldsmiths or guardians aforesaid shall have reasonable or probable cause to suspect that any dealer in gold and silver wares hath concealed or deposited in any house, shop, or place, or hath possession of any wares of gold or silver which ought to be marked with any of the marks provided or used or to be provided or used by any of the said companies of goldsmiths or guardians respectively, for marking or stamping gold or silver wares, and not so marked, or hath concealed or deposited as aforesaid, or hath possession of any such forged or counterfeit die or other instrument, or any ware of gold or silver, or ware of base metal, having thereupon any mark of any such forged or counterfeited die or other instrument as aforesaid, or having thereupon any forged or counterfeited mark of any die or other instrument provided or used or to be provided or used as aforesaid, or any mark which shall have been so transposed or removed thereto as aforesaid, it shall be lawful for any justice of the peace having jurisdiction where any or either of such offences shall be suspected to be committed, and such justice is hereby required, upon information or complaint made of any such reasonable or probable cause of suspicion, by or on behalf of any of the several companies of goldsmiths or guardians aforesaid, and upon the oath of one or more credible person or persons (which oath such justice is hereby empowered and required to administer), to grant a warrant under his hand directed to any one or more of the officers of any of the several companies of goldsmiths or guardians aforesaid, together with any constable or other peace officer named in such warrant, authorizing and empowering such officer of the said companies respectively, and such constable or other peace officer as aforesaid, with necessary and proper assistance, to enter in the daytime into any such house, shop, or place as aforesaid, or any other house, shop, or place of any such suspected person, and to search the same, and to seize and take away every such forged or counterfeited die or other instrument, and every such ware as aforesaid, which shall there be found; and all constables and other peace officers shall and they are hereby required to be aiding and assisting in the execution of every such warrant as aforesaid; and every such forged and counterfeited die or other instrument, and every such ware as aforesaid, so there found, seized, and taken, shall and may be dealt with as hereinafter is provided. Provided always, and it is hereby declared, that nothing in this Act contained shall authorize the search for or seizure of any wares which by the laws now in force are not required to be marked or stamped by any of the companies of goldsmiths or guardians aforesaid, or any of the wares following; namely, watch rings, watch keys, watch hooks, earrings, necklaces, eyeglasses, spectacles of gold, shirt pins or studs, bracelets, head ornaments, waist buckles.

12. *False dies and wares seized, how to be disposed of.* —And be it enacted, that every die, punch, or other instrument which shall or may be lawfully seized or taken under this Act by the said Company of Goldsmiths in London, or by any of the several companies of goldsmiths or guardians aforesaid, or by any officer of any of the said companies respectively, shall be broken, detained, and destroyed by such company; and every such ware so seized or taken as aforesaid, if it shall be shewn to the satisfaction of the court or justice or justices before whom proceedings shall be had in respect of such ware that the same has been lawfully seized and taken under the provisions of this Act, shall be broken and defaced; and in case it shall be shewn to the satisfaction of such court or justice or justices that the dealer from whom the same shall have been so seized or taken had such ware in his possession, knowing the same to be marked with a forged or counterfeit die or other instrument, or knowing the mark thereupon to be forged, counterfeit, imitated, transferred, or removed, or knowing such ware to have been altered, changed, or added to as aforesaid (the same or the addition thereto not having been assayed or marked as required by this Act), or knowing such ware to be of base metal, then and in every such case, and likewise in every case in which such ware has been seized or taken from any officer of any company of goldsmiths or guardians aforesaid as being of base metal, and fraudulently marked, every such ware so broken and defaced shall be melted and the metal thereof shall be sold and disposed of, and the produce thereof shall be entered in the book of account of receipts and payments relating to the assay office belonging to the said company by whom or by whose officer such ware shall have been so seized or taken, and shall be applied towards defraying the general expenses of the assay office of such company, and in the prosecution of offenders under this Act; and, save and except as aforesaid, every such ware so seized and taken, or broken and defaced, shall be given back to the dealer from whom it shall have been so seized and taken.

13. *Limitation of actions. Venue local. Notice of action. General issue. Tender of amends. Costs.*—And be it enacted, that all actions and prosecutions which shall be brought or commenced against any person for any thing done in pursuance or under the authority of this Act shall be commenced and prosecuted within three calendar months next after the fact committed, and not afterwards, and shall be brought and tried in the county or place where the cause of action shall arise, and not elsewhere; and notice in writing of such action, and of the cause thereof, shall be given to the defendant one calendar month at least before the commencement of the action; and the defendant in such action may plead the general issue, and give this Act and any other matter or thing in evidence at any trial to be had thereupon; and if the cause of action shall appear to arise from any matter or thing done in pursuance and by the authority of this Act, or if any such action shall be brought after the expiration of such three calendar months, or shall be brought in any other county or place than as aforesaid, or if notice of such action shall not have been given in manner aforesaid, or if tender of sufficient amends shall have been made before such action commenced, or if a sufficient sum of money shall have been paid into court after such action commenced, by or on behalf of the defendant, the jury shall find a verdict for the defendant; and if a verdict shall pass for the defendant, or if the plaintiff shall become nonsuit, or shall discontinue any such action, or if, on demurrer or otherwise, judgment shall be given against the plaintiff, the defendant shall recover his full costs of suit as between attorney and client, and shall have the like remedy for the same as any defendant may have for cost of suit in other cases at law; and, although a verdict shall be given for the plaintiff in any such action, such plaintiff shall not have costs against the defendant, unless the judge before whom the trial shall be had shall at the time of such trial certify in writing his approbation of the action, and of the verdict obtained thereupon.

14. *Construction and interpretation of terms: Base metal—Dealer—Die—Her Majesty—Mark—Ware.*—And for the better interpretation of this Act, and to avoid the frequent use of divers terms and expressions, be it enacted, that the following terms and expressions shall have the several interpretations hereinafter respectively set forth; (that is to say,) the term "base metal" shall mean any metal whatsoever other than gold or silver of the respective standards required by law; and the term "dealer in gold or silver wares" shall mean and include every goldsmith and silversmith, and every worker, maker, and manufacturer of and trader and dealer in gold or silver wares; and the term "die" shall mean and include any die, plate, tool, or instrument whatever, by means whereof any mark can or shall be made upon any metal whatsoever; and the term "Her Majesty" shall mean and include her Majesty, her heirs and successors; and the term "mark" shall mean and include any mark, stamp, or impression of and made with any die or other instrument, or produced by any other means whatsoever upon any metal whatsoever; and the term "ware" shall mean and include any plate, vessel, article, or manufacture of any metal whatsoever; and whenever in this Act, with reference to any person or matter or thing, or to any persons or matters or things, the singular or plural number or the masculine gender only is expressed, such expression shall be understood to include several persons or matters or things as well as one person or matter or thing, and one person, matter, or thing as well as several persons or matters or things, females as well as males, bodies politic or corporate as well as individuals, unless it be otherwise specially provided, or the subject or context be repugnant to such construction.

15. *After 1st Oct. 1844, gold wares of a certain standard to be marked with a crown and the figures 22 instead of the lion passant.*—And whereas all gold wares of the standard or fineness of twenty-two carats of fine gold in every pound troy assayed by any of the said companies of goldsmiths and guardians are by certain statutes now in force required to be marked with the same mark as that with which all silver wares of the standard or fineness of eleven ounces and two pennyweights, assayed as aforesaid, are required to be marked; (that is to say) with the figure of the lion passant, in order to denote the standards thereof respectively, whereby great facilities to frauds are afforded, and extensive frauds have been committed by dealers in gold and silver wares; and it is expedient that all gold wares of the standard or fineness aforesaid, and so assayed as aforesaid, should be marked by a different mark, to denote the standard thereof, from the mark so used for the said silver wares as aforesaid; be it therefore enacted, that from and after the first day of October one thousand eight hundred and forty-four there shall be struck or marked by the said Company of Goldsmiths in London, and by the several companies of goldsmiths in the cities of York, Exeter, Bristol, Chester, and Norwich, and the town of Newcastle-upon-Tyne, and the company of guardians of the standard of wrought plate in the town of Birmingham, upon all gold wares of the standard or fineness of twenty-two carats of fine gold in every pound troy, brought to them respectively to be assayed, the mark of a crown and the figures 22, instead of the mark of the lion passant.

16. *Extending the powers, penalties, and provisions concerning the marks formerly used to the marks directed to be made use of by this Act.*—And be it enacted, that the rules, directions, powers, privileges, pains, penalties, forfeitures, causes, matters, and things enacted or provided in and by any of the laws and statutes of this realm now in force in relation to the mark of the lion passant on gold wares of the standard or fineness of twenty-two carats in the pound troy, and assayed as aforesaid, and also in relation to the die used for making the said mark of the lion passant, shall extend to, and be continued, applied, practised, and put in execution in all cases relating to the said mark of a crown and the figures 22 hereby directed to be used for the gold wares aforesaid, and also relating to the said die to be used for making the said mark, as fully and effectually, to all intents and purposes, as if the same rules, directions, powers, privileges, pains, penalties, forfeitures, causes, matters, and things were again particularly repeated and enacted in and by the present Act, any thing in the statutes now in force or any of them contained to the contrary notwithstanding.

17. *Limitation of Act.*—And be it enacted, that this Act shall not extend to Scotland or Ireland.

18. *Commencement of Act.*—And be it enacted, that this Act shall come into operation on the first day of October, one thousand eight hundred and forty-four.

19. *Act may be altered this Session.*—And be it enacted, that this Act may be amended or repealed by

any Act to be passed during this present session of Parliament.

(*To be continued.*)

The Existing Parliament.—At the close of this present protracted session, Parliament will nearly have entered its fourth year of existence, having already lasted about three years- viz. from August 1841 (on the 19th of which month it first assembled) to August 1844. In order "to die a natural death," the actual Parliament must, of course, linger until the expiration of the session of 1848, four years in prospective. Since the era of the Reform Act, the average duration of Parliaments has been generally less than three years. The first reformed House of Commons, elected in October 1832, was summarily dissolved by William IV. in December 1834 ; the second reformed Parliament had its existence cut short by the demise of that sovereign in 1837 ; but the third, which was elected on on the accession of Queen Victoria to the throne of Great Britain, lasted nearly four years, and was finally dissolved by the Melbourne Ministry in June 1841. Of these three defunct Parliaments, only one, therefore, was extinguished by an inevitable, or constitutional, as contradistinguished from a party, or political, cause. Of the other two, one was dissolved by a Whig, and the other by a Conservative Government ; and it is curious that in both instances the attempts to gain a majority proved a failure The longest Parliament immediately preceding the passing of the Reform Bill was that elected in 1826, which lasted till the death of George IV. in 1830, put a period to its existence. The shortest was the very next, which was elected in the summer of 1830, and suddenly dissolved by the Grey Administration in the spring of 1831, amidst the alarm and excitement attendant on the introduction of the first Reform Bill. It is worthy of remark that of the Parliaments which were chosen for some time after the passing of the Septennial Bill in the year 1716, not a few died a natural death that is to say, lasted their full period of seven years.

Public Petitions to Parliament.—The 43rd report relative to public petitions on various subjects presented to the House of Commons has just made its appearance. It hence appears that the present gross total number of petitions and petitioners on the following measures stands as follows :- viz. in a repeal of the (legislative) Union with Ireland 528 petitions, signed by 1,067,545 individuals ; for encouragement to the system of the Church Education Society in Ireland, 11 petitions, signed by 783 individuals ; for legalizing marriages solemnized in Ireland by Presbyterian ministers 457 petitions, signed by 172,381 individuals ; against any alteration whatever in the existing corn-laws 3,837 petitions, signed by 288,321 individuals ; for an alteration of the Property Tax Act (will expire next April) two petitions only, signed by 71 persons ; against a reduction in the differential duties on sugar and coffee one petition (from the landed proprietors, planters, merchants, agricultural labourers, and other inhabitants of the parish of Trelawney, in the island of Jamaica), signed by 975 individuals ; for a tax upon steam machinery, and upon wood sawed by steam, 10 petitions, signed by 2,*75 persons ; in favour of the Art-Unions' Bill one petition (from the members of the Glasgow and West of England Association for the promotion of the Fine Arts, &c.) ; against a renewal of the Bank of Ireland Charter 25 petitions, signed by 88,291 persons ; for an alteration of the laws relating to blasphemy eight petitions, signed by 1,639 persons ; against the Charitable Donations and Bequests (Ireland) Bill nine petitions, signed by 8,928 persons ; for encouragement of the Fine Arts two petitions, signed by 180 persons ; for extending the Small Debts Bill to Ireland three petitions signed by 716 persons, &c. Independent of the above there are 2,661 petitioners, whose names (or marks) are recorded on parchment, praying the House to "do its utmost endeavours for the immediate liberation of Daniel O'Connell, esq. and the traversers with him." There are, moreover, 22 petitions, signed by 619 individuals, complaining of letters being opened at the post-office, one party, Mr. Hugh Craig, a cloth merchant of Kilmarnock, in Scotland, complains of the loss of a letter sent through the General Post-office, containing "a considerable amount of money," and prays for inquiry.

THE MAGISTRATE.

Summary.

No occurrence in the *administration* of the law calls for notice.

EXCLUSIVE AUDIENCE TO BARRISTERS AT QUARTER SESSIONS.

(*From the Justice of the Peace.*)

In a very recent number of the *Glamorganshire Guardian*, we stumbled upon a paragraph, of which the following is a copy :—"Exclusive Audience to Barristers.—Conformably with the resolution of the magistrates at the last quarter sessions for giving exclusive audience to barristers in the business of the court, no less than nine barristers, arrayed in the imposing professional costume of gown and wig, made their appearance at the Neath sessions, held this week. This arrangement cannot be otherwise than gratifying to all parties. Independent of precision and despatch in the different causes, which superior professional attainments and experience must necessarily promote, the mere appearance of these gentlemen invests the proceedings of the court with a solemnity little short of that with which the judge of assize is surrounded. There is above all an assurance, that the suitor in a court so constituted will have the benefit of legal knowledge of a very efficient and respectable order. The entire of this Bar would appear to have their hands pretty full of business."

We beg to congratulate the magistrates and inhabitants in general of the rich and rapidly improving county of Glamorgan, upon the event notified in the foregoing paragraph ; and to the former body the thanks of the public are especially due for the steps they have taken to improve the character and appearance of the courts of quarter sessions. No court of justice can maintain that high position in the estimation of the public, so necessary to the efficient administration of justice, in which professional advocates are precluded from practising. Every civilized country upon the face of the globe has recognized the importance of, and necessity for, a distinct class of lawyers, whose province it is to espouse the cause of clients in court ; and to the honour of the English Bar be it spoken, there is no class of professionals whose services are more esteemed, or more readily accepted, or handsomely (though voluntarily) remunerated, than that of English barristers. Whatever scandal may at times be levelled at the law's delay, or its ruinous expense, however much some particular branches of the legal Profession may be the subject of reproach—the Bar has ever maintained, in the estimation of the public at large, a repute and a character of the highest and most unblemished nature. Thus it is, that in the Welsh county of Glamorgan, the admission of a Bar to the sessions, with the usual privilege of exclusive audience, is hailed as an event fraught with the greatest public and individual benefits. The paragraph we have copied succinctly points out several of the more conspicuous advantages attendant upon the new order of things, and not the least gratifying circumstance, as stated, is, that the entire Bar of nine barristers (rather a considerable number for a Welsh county) had their hands pretty full of business! We hope, and indeed doubt not, that the satisfaction thus early given will continue unabated ever after ; and we trust that the example thus set in Glamorganshire, will be followed by every county of the principality, where the amount of business can in anywise tempt the Bar to penetrate ; for notwithstanding the able manner in which, in those remote parts which have not as yet been professionally visited by counsel learned in the law, the business of the suitors has been conducted by the attorneys, it cannot be disputed, that in such courts an air of dignity and solemnity is wanting, which is to be met with alone in courts graced by the presence of the Bar. We hope that the increase of the members of the Bar, and the extension and cheapening of internal means of transit through the medium of railroads, will speedily supply to all the Welsh courts the commodity so joyously received in Glamorganshire ; and that whether it be in Cornwall (in which county as yet, we believe, no Bar attends) or in the remotest county of the principality, we shall speedily have in each court of quarter sessions an array of gowns and wigs, which, whether or not they may be in themselves more ornamental than useful, are ever worn by gentlemen whose attainments and position in society must add dignity to the sphere in which they may move. We have thus particularly drawn attention to the importance of having a Bar at each court of quarter sessions, because we fear that the *magistracy* in general are not alive to the true value of the attendance of these professionals, and in many instances appear to be rather disposed to discountenance than to encourage their attendance. We can only view the very stringent rules as regards costs, which in effect preclude prosecutors from availing themselves of the assistance of counsel, as proceeding mainly from a belief that justice can be as efficiently administered *without* as *with* the intervention of members of the Bar. Such a belief is founded in error ; and we hesitate not to assert that the more the attendance of a reasonable Bar is encouraged, the more dignified must be the proceedings of the court, and the more healthful and vigorous the administration of justice. The Glamorganshire magistrates have pursued a judicious course, and the most satisfactory results cannot but follow.

THE LAWYER.

Summary.

There is a very heavy arrear of matter in type, but the vacation will speedily absorb it.

Some days since there was a rumour that the Lord Chancellor proposed resignation. It is, we understand, wholly without foundation. The Attorney-General has repaired to the Continent, where we earnestly hope that rest and recreation will restore the health to which he has been so long a stranger.

We omit many leading articles, letters, and other matters of no very pressing urgency, to make room for long-standing arrears.

ATTORNEYS' LIEN.

No. I.

There is, perhaps, no subject of more practical importance than the rights of lien possessed by attorneys and solicitors. In our review of Michaelmas Term (2 Law T.) we incidentally referred to the case of *Blunden* v. *Desart*, decided on appeal before Sir Edward Sugden (2 Drury & Warren, 405), and we have been induced, from perusing that judgment, to consider the whole subject, and we now purpose to devote two or three articles to its illustration.

At the outset, we must carefully distinguish between the two species of lien possessed by attorneys and solicitors, the one being a general lien upon the papers of their clients for their costs ; the other, the more narrow lien upon judgments and sums recovered in the course of a cause.

General liens, as is well known, are not favoured in law, but can only exist by virtue of an express contract, or a contract implied from the custom of trade, which must be clearly established by the party claiming the lien. (*Scarfe* v. *Morgan*, 4 M. & W. 285.)

Such, however, is the clear undoubted lien of an attorney. It is firmly established by practice, and attaches upon all deeds, papers, and documents of his client coming into his possession in his professional character, and not specially exempted by agreement, for the amount of his debt to him in his professional character. By this lien he is entitled to withhold the deeds, to lock them up in his box until his claim is satisfied, but he can take no active means to enforce his demand ; he cannot part with their possession ; he cannot pledge or raise money upon them. In fact the lien, though resulting from a contract, is only a *quasi* contract, it is not an incumbrance. The possessor can do nothing with it, but he can effectually, and without any restriction from the Statute of Limitations, prevent the client from receiving any advantage from the deeds.

To illustrate these general propositions, we will refer to a few decisions. In *Ex parte Sterling* (16 Ves. 258), Lord Eldon said, "In an ordinary case of lien, I never heard of a question upon what occasion particular papers were put into the solicitors' hands."

So, in *Stevenson* v. *Blakelock* (1 M. & Sel. 535), the lien attached to a lease which was handed to the attorney by the depositee on his paying, at the request of his client, the debt for which it had been deposited as security, and for the amount of which execution had issued ; it was said to be incident to his duty as attorney to do that for his client which the client, if well advised, would have done himself, and therefore to receive the lease.

In *Rex* v. *Sankey* (5 Ad. & Ell. 423), the distinction between papers coming into the hands of the attorney professionally, and others, was clearly marked out. There a town-clerk, being also an attorney, was held entitled to a lien for business done as attorney, and not as town-clerk, on papers belonging to the corporation, which had come into his hands as attorney, but not on those which had come to him as town-clerk. So papers delivered to him as steward are not subject to lien. (*Champernoun* v. *Scott*, 6 Madd. 93.)

A special agreement or a special purpose excludes the lien, because it cannot be acquired by a restricted possession, any more than by wrongful or unauthorized possession. Such possession would exclude a specific lien for labour and skill expended in improvement of a chattel, as in the case of the livery-stable-keeper, who has no lien by law. (*Judson* v. *Etheridge*, 1 C. & M. 473 ; and see *Jackson* v. *Cummins*, 5 M. & W. 342.) *A fortiori*, will it exclude a general lien. If, however, the special purpose be fulfilled, and the papers be allowed to remain in the hands of the attorney, they will be liable to the general lien. (*Ex parte Pemberton*, 18 Ves. 282.) As a corollary, it follows that there is no lien where the client or party depositing the deeds has no right to them ; the right to

the detention of the deeds will only be commensurate with the client's right to deal with them. Numerous cases illustrate this, and it will be found to be the principle upon which *Blunden* v. *Desart* rested.

In *Hollis* v. *Claridge* (4 Taunt. 807) the plaintiff wishing to raise money, gave some title-deeds, which he proposed as a security, to be inspected by the person who was to make the advance; the latter handed them to his conveyancer, and the conveyancer, on the negotiation going off, claimed a lien upon the deeds as against the plaintiff for his bill of costs. But the Court of Common Pleas held, that the conveyancer had no better title to retain them than the party from whom he received them, and was therefore liable in trover for the deeds at the suit of the plaintiff.

Similar to this was the case of *Pratt* v. *Vizard* (5 B. & Ad. 808; 2 N. & M. 455):—A, wishing to borrow money on a mortgage of land, delivered the title-deeds to B, the intended mortgagee, for examination, and said that he would pay all expenses. B handed the deeds to his own attorneys to be investigated. The negotiation went off, and the attorneys being requested by A to return his deeds, refused to do so till he paid their bill of costs. He paid the bill and then sued the attorneys to recover it back. It was held that the defendants could not be considered as having acted for both parties in the negotiation, and, therefore, had not a lien against A as his attorneys; that, supposing A liable to B for the costs incurred, B could not communicate to his own attorneys a lien upon A's deeds by handing them to the attorneys for investigation; that the undertaking of A to B, if it amounted to a promise to pay these costs, did not entitle B's attorneys to detain the deeds, as it established no privity between them and A, and that A might have brought trover for the deeds, and was entitled to recover in this action.

Lightfoot v. *Keane* (1 M. & W. 745) shews the same rule in a somewhat different manner. Estates were devised to trustees to pay part of the rents and profits to the widow of the testator, and the residue towards the maintenance and education of the son, until he reached twenty-one, and then to him during the life of the widow, and upon her death they were devised in fee to the son. The trustees incurred costs in the management of the estates, and deposited the deeds with the attorney, who claimed to retain them by virtue of his lien against the son after the death of the mother. But the Court of Exchequer held clearly that there was no lien, for the trustees had no power to incumber the estate.

Lord Abinger called the lien an equitable mortgage; but, as already observed, it is materially different, being neither *jus in re*, or *ad rem*—not a right which can be enforced, but only a right to detain. It resembles a mortgage only in the power possessed by the holder of the deeds to transfer any right being limited to the right vested in himself.

The cases in bankruptcy, which shew that the solicitor has no lien against the assignees for costs incurred subsequent to the bankruptcy, or the act of bankruptcy where he has notice thereof, rest, we apprehend, on the same principle, that the papers cease to be the property of the bankrupt, and consequently, his power to transfer any right in them, directly or indirectly, to another person is at an end. (*Ex parte Lee*, 2 Ves. jun. 285; *Re Dean*, 2 Mont. D. & De Gex, 438; *Ex parte Swinburne*, 3 Dea. 396.)

But the established rule of law is, that the legal owner of the property is the party entitled to the possession of the deeds and muniments of title. (*Philips* v. *Robinson*, 4 B. 106; *Harrington* v. *Price*, 3 B. & Ad. 170.) Hence it follows that a mortgagee is entitled to possession of the title-deeds of the mortgaged estate, and no lien can be acquired under the mortgagor subsequent to the mortgage. This point was discussed at length in *Smith* v. *Chichester* (2 Dru. & Warr. 393), before Lord Chancellor Sugden. A was entitled to a leasehold interest in 1814, which he assigned by way of mortgage to B. In 1826 A obtained from the landlord a lease for lives renewable for ever, in lieu of the former interest, and in 1835 deposited the new lease with his solicitor, to whom he was indebted for costs. By the decree pronounced at the original hearing, the new lease was declared to be a graft upon the old one, and that the mortgagee was entitled to the benefit of it, and that, consequently, the solicitor gained no lien by the act of A. In *Young* v. *English* (13 L. J. 76, Ch.) the client had fraudulently obtained his title-deeds for the equitable mortgagee, and handed them to his solicitor for the purpose of completing a sale. The solicitor claimed a general lien against the equitable mortgagee for costs due from his client, but it was refused. In fact, wherever the client holds the deeds subject to an incumbrance, the attorney takes them subject to the same incumbrance.

This brings us to the question of the rights of the attorney to a lien against persons claiming *after the delivery of the deeds to him*. This was the case of *Blunden* v. *Desart* (2 Drury & Warr. 405). A judgment creditor, prior to the late Acts, claimed by virtue of his judgment to oust the attorney from any lien for costs accrued from the client subsequent to the judgment. The Master of the Rolls (Irish) had decided in favour of the lien (1 Flan. & Kelly, 572), and the question was argued with great ability on both sides. Sir Edward Sugden, at the hearing, was strongly inclined to decide against the lien, but took time to look minutely into the authorities, and then, in an elaborate judgment, reversed the decision of the Master of the Rolls. He considered it clear that a purchaser, or mortgagee, could prevail over the lien as to costs after the sale or mortgage, or, at all events, after notice of the transfer; and equally clear, that as an incumbrance upon the estate, a prior judgment creditor would take precedence of such purchaser or mortgagee against the estate. In *Henry* v. *Smith* (2 Dru. & Warr. 381), he had previously given his opinion on the nature of a judgment thus:—

"It is clear, that as a mortgage is an actual charge, so a judgment is a potential charge, and the judgment-creditor has a right to recover his debt against the lands. This is so fixed a right, that the person to whom the lands belong cannot, by any act of his, discharge them from the liability; he cannot settle, he cannot mortgage, he cannot sell them, discharged from the judgment; he can do no act by which he can defeat the right of the judgment-creditor to come against the lands for the amount of his demand. This looks very like a charge, call it what you will. The liability of the lands can only be discharged by satisfaction or release. I therefore need not trouble myself to consider whether it is a lien or a charge. Under 3 & 4 Vict. c. 105 (following our 1 & 2 Vict. 110), it clearly became an actual charge—before it was a potential one."

He now observed that he was still of the same opinion, and did not consider that it was at all impeached by the case of *Walford* v. *Marchant* (2 Barn. & Ad. 315), decided on the Annuity Acts, and relied on by the Master of the Rolls; and "that the judgment-creditor, as standing alone, has a right to bind the estate specifically, which cannot be defeated. He may sue out an *elegit*, he may obtain a receiver independently of the Receiver Act in this country, he may maintain an ejectment, he may redeem a prior mortgage, and, after the death of the conuzor, he may here file a bill for a sale." He considered the assimilation of a lien to an equitable mortgage could not be supported. We would observe that this argument would have proved too much, for it has been decided both here and by Sir Edward Sugden, that a security given to an attorney for future costs is certainly bad as to these costs. (*Jones* v. *Tripp*, Jac. 322; *Uppington* v. *Bullen* 2 D. & War. 184.) He referred to the cases quoted in favour of the lien thus:

"No authority was cited to prove that this right would enable the solicitor to claim costs subsequently incurred, except *Lambert* v. *Buckmaster* (2 B. & C. 616); *Ogle* v. *Story* (4 B. & Ad. 735), and *Turwin* v. *Gibson* (3 Atk. 720). The last case only decides that the lien would prevail, after the client's death, over his bond debts: that cannot touch the question as to the judgment-creditor. The case of *Lambert* v. *Buckmaster* extended the lien to the costs of actions by the solicitor against the client after bankruptcy, but that was on the plain ground that the solicitor had the same rights of lien against the assignees that he had against the bankrupt, and therefore it is no authority for the lien in this case.(a) The case of *Ogle* v. *Story* was a very simple case, and the whole difficulty arises from the reasons which, according to the report, were given by the judges. The purchaser of an equity of redemption sold the estate; the costs of a mortgagee solicitor were not produced until the last sale was about to be concluded; they were paid by the seller, under protest. It afterwards appeared that they contained charges which a mortgagor could not be compelled to pay, although, as between the mortgagee and his solicitor, they might be proper, and this solicitor claimed a lien for all his costs upon the deeds. Lord Denman said, it was not contended that the mortgagee had not a right to pledge those deeds. Then, a party who takes property subject to a mortgage must ask where the title-deeds are, he must take care to secure himself. It made no difference that the person with whom they were pledged was the mortgagee's attorney. Littledale, J. added that the first purchaser of the equity of redemption should have ascertained before in whose hands the deeds were. These opinions were relied upon before me to shew that the solicitor's lien, for all his costs, would bind third persons; but it could hardly be held that a mortgagee can give to his solicitor a lien over the mortgagor's title-deeds beyond the amount due to himself. No such point was decided in the case referred to, although the language of the two judges already quoted was somewhat general. The costs, it is manifest, were less than the mortgage-money, and it was indifferent to the solicitor that the mortgagor thought fit to pay both. Parke, J. seems to have put the case on the right grounds. He said that the solicitor had a lien for the amount to which he was entitled as against the mortgagee; the latter as mortgagee of the property was competent to pledge the deeds with the defendant for that sum. The fact was, that the mortgagor had overpaid the mortgagee, and he should have taken his remedy against him. Thus explained, the case is not an authority against the judgment creditor."

He proceeded to comment upon the judgment below:—

"I was not referred, in the argument, to the grounds upon which this case was decided in the court below; but I have been furnished with the printed report, which is about to be published, of the elaborate judgment of the late Master of the Rolls. After the full review of the arguments before me, which include most of the points relied upon in the judgment, I would only observe, that the learned judge said he was not called upon to determine whether the lien would prevail against a mortgage of which the solicitor had notice beyond the amount of the costs due when the mortgage was executed. As an equitable mortgage by a deposit of deeds would prevail over a subsequent mortgagee who had notice of the deposit; and as in his view, if the deposit covered further advances, the second mortgagee would be bound by future advances, the principle would, he thought, apply to a mortgagee having notice that the title-deeds were in the hands of a solicitor; or, having notice of that fact, he would have notice that, according to the practice of the profession, the solicitor would be entitled to hold them as security for future advances; and it would be his own folly to lend money on such security. It is not part of the proposition that the mortgagee in the supposed case of the equitable deposit, covering future advances, had notice at the time of advancing further sums on the second mortgage. The learned judge was, however, manifestly prepared to go much further than the point which he actually decided; but it was admitted before me that if the solicitor, having a lien, which of course, undisturbed, would cover future costs, had notice of a mortgage, he could recover no subsequent costs under his lien; that must be so, for here there is no contract but a lien by law, and the law cannot give a lien on deeds which belong to one man for the debt of another. Even in the case of a first mortgage, whether legal or equitable, covering future advances, it deserves further consideration whether it would be safe in all cases to rely on *Gordon* v. *Graham* (Vin. Abr. tit Cred. & Debt. E. 3; 2 Eq. Ca. Abr. 598), referred to in the judgment as an authority that advances may be safely made after the first mortgagee has notice of the second mortgage. Here it is assumed that neither party had notice; the judgment-creditor was not likely to know of the deposit of the deeds; but looking at the dealings of the estate, the solicitor probably was aware of the judgment. *I assume, however, that there was no notice to either party.* Upon the whole, I must reverse the order complained of, and direct the Master to review his report as far as regards the judgment-creditor; and with that view I shall preface the order with a declaration that the solicitor's lien in this case cannot prevail over the judgment-creditor beyond the sums due at the time the judgment was entered."

The practical bearing of this decision is plainly most important. The solicitor who, relying on the possession of his client's deeds, allows his bill of costs to go on increasing, may, in numerous cases, find himself deprived of his supposed security in consequence of some outstanding judgment, perhaps entered up on a secret warrant of attorney. Further, the increase of judgments under the 1 & 2 Vict. c. 110, renders this lien still more insecure; for it appears to have been the opinion of Sir E. Sugden, that the client, or other third party against whom the lien, but for the judgment, would have

(a) We must observe, in passing, that this case seems somewhat anomalous. Liens arise upon work done for or at the request of the party, or for his benefit; but here it was said to exist for the costs of actions *against* the client, which could by no possibility be said to have been incurred *for* him. They were a debt to the attorney as judgment-creditor, not as attorney: and it is clear, that no lien exists for a debt not arising from his professional character.

been valid, might, through the judgment, get rid of the lien. His words were:

"The person entitled to the prior claim may come into a court of justice and enforce that claim, and may compel the production of the deeds, in order to enable him to raise the amount of his incumbrance, and the solicitor, although he may have a right to retain them as against his client, cannot have a right superior to that of his client; when, therefore, the deeds are produced, may not a third person derive a benefit from this production? and then the question is, can that benefit thus incidentally obtained be taken away from him?"

We pause here for the present. On another occasion we shall advert to the modes by which a lien may be lost, and to the effect of taking a security for the same costs covered by it, and then consider the second and more limited species of lien to which an attorney or solicitor is entitled.

THE PROPERTY LAWYER.

EXECUTION OF LEASING POWER.

(*Continued from page* 350.)

Williams, J.—My lords, the question in this case is, whether a certain lease, to be shortly noticed hereafter, is or is not made in conformity to the following leasing power contained in the will of Benoni Mallett, bearing date the 28th day of January, 1780. "Provided always, and his will was, that it should and might be lawful to and for his said grandson, Philip Mallett Case, and all his sons, and all other person or persons respectively, as and when they should respectively come into and be in the actual possession of the said tenements, with the appurtenances, or any part thereof, or be actually entitled to the rents and profits thereof, by indenture under their respective hands and seals, to demise and lease the same, or any part thereof, unto any person or persons, for any term or number of years not exceeding twenty-one years, in possession, and not in reversion, remainder, or expectancy, so as upon every such lease there should be reserved and made payable during the continuance thereof respectively the best improved yearly rent that could be reasonably had for the same, without taking any sum or sums of money by way of fine or income for or in respect of such lease or leases, and so as none of the said lease or leases were made dispunishable of waste by any express words therein, and that in every such lease there should be contained a clause of re-entry for non-payment of the rent or rents to be thereby respectively reserved, and so as such lessee or lessees to whom such lease or leases should be made, sealed, and delivered counterparts of such lease or leases." And in considering this question, I shall assume that the power is to be construed in the same manner and by the same rules that regulate courts of law in their interpretation of any other document or writing; by which I mean that any strictness or laxity which may have been supposed to belong to the construction of instruments of this description is alike inadmissible, and that the true intent and meaning in this, as in other instances, are to be sought for. The indenture of lease in question bears date the 14th December, 1833, and is made between Philip Mallett Case, the tenant for life under the said will, of the one part, and the plaintiff in error of the other, whereby the said Philip Mallett Case, in exercise of the power of leasing above set forth, demised to her, her executors, &c. the said tenements, with the appurtenances, to hold the same from the 11th day of October then last for and during the term of twenty-one years then next ensuing, yielding and paying therefore to the said Case and his assigns during such part of the term as he should live, and after his decease unto such person or persons as for the time being should be entitled to the reversion of the said premises under the said will, the yearly rent of 903*l.* by equal half-yearly payments, i. e. on the 6th April and the 11th October in every year, in equal portions, except the last half-year's rent, which was thereby reserved and agreed to be paid on the 1st day of August next before the determination of the said term. Then follow some other provisions which it is not material to notice, the question arising upon the reservation of rent in the last year of the term. The said Philip Mallet Case, the tenant for life, died on the 4th of July, 1834, without issue, and the defendants in error, in right of the said Mary, claim title to the said tenements under the said will, and contend that the said lease is not a good execution of the said leasing power. Now, upon adverting to the terms of this power, it is observable that the only limitation or restriction as to the reservation of rent is "that it should be the best improved yearly rent that could be reasonably had for the same." Whether the rent should be made payable yearly, half-yearly, or quarterly, or at any other stated period, is not specified. To hold that at any particular time in the year for the payment is required, is, as it seems to me, to introduce a new term, and to add a further restriction, unless indeed the words "the best improved yearly rent" necessarily imply that it should be made payable at once, in one sum, the whole amount. That, however, is not, in my opinion, the fair interpretation. The plain and obvious meaning, I think is, that the rent should "be reserved and made payable," during each year of the term, or, as the language of the reddendum in leases so usually is, "yielding and paying therefore yearly and every year during the continuance of the term" so much, whatever the amount of rent in the particular case may be. This indeed seems to be so clear, that the citation of any authority in support of this construction may perhaps be superfluous. The point, however, has been brought expressly under the consideration of the Court of Queen's Bench in the case of *Doe dem. The Earl of Shrewsbury* v. *Wilson* (5 B. & Ald. 363). There the language of the power was, "so as upon all and every such lease and leases there be reserved and made payable yearly during the continuance thereof the usual and accustomed yearly rents, boons, and services for the same." The objection there was, that the rent was reserved half-yearly, whereas it was contended that the words of the condition contained in the leasing power could not be satisfied unless the rent reserved be payable once a year only, viz. at the end of the year after the making of the lease. Upon this point Lord Chief Justice Abbott is reported to have delivered his opinion as follows:—"The observation I have already made, that a yearly rent payable at Lady-Day and Michaelmas was the usual and accustomed yearly rent, applies also to this objection. It is admitted, that, if the words of the power had been, 'so that there be reserved and made payable during the continuance thereof the usual and accustomed yearly rent,' without the word 'yearly' immediately following the word 'payable' (and in the case before your lordships the word 'yearly' does not immediately follow the word 'payable'), a rent reserved half-yearly would have been sufficient; that is, that a payment by portions at the end of each half-year, or at the end of each quarter of the year, does not prevent the rent from being, in the common understanding of mankind, and in common parlance, a yearly rent. I cannot see any reason why the words 'payable yearly during the continuance thereof' should make any difference." He then adverts to the usual language of leases, which has been before noticed, and, observing that the Court ought to construe those words "payable yearly" with reference to that language, concludes against the validity of the objection, and in this view of the subject Bayley and Holroyd, Justices, fully concurred. But it is said, that, even if the half-yearly payments be unobjectionable, the reservation of the rent on the 1st of August in the last half-year of the term is contrary to the power, and avoids the lease; and this objection, it was argued, is sustained, as well upon the authority of decided cases, as also by the injurious effects necessarily produced by such reservation upon the party in remainder. And upon the first point, if I had thought that the question had been already decided, that would have been with me a strong, if not sufficient, reason for holding the lease to be invalid; but I cannot consider that to be the case. The authorities alluded to are, *Doe* v. *Giffard*, cited in the case of *Doe dem. The Earl of Shrewsbury* v. *Wilson* (5 B. & Ald. 363), and *Doe dem. Harris* v. *Morse* (2 C. & M. 247). In the case of *Doe* v. *Giffard*, the lease (made under a power of leasing for twenty-one years, reserving the best and most approved yearly rent) bore date the 14th September, 1809, and was for the term of twenty-one years, the rent to be payable the 29th September and the 25th March, and the first payment to be made on the next 25th March. Lord Ellenborough is reported to have held the lease invalid. There, however, it was obvious that the rent was not reserved during the whole term, for by the mode of reservation no rent was payable at all for the last half-year; but in the present instance no such objection exists, for the rent is reserved, payable during the term, and for the last half-year, as well as for every other, though not made payable at the end. The other case is that of *Doe dem. Harris* v. *Morse*. There the power required the rent to be reserved half-yearly, and in the lease the rent was made payable on the 1st of May and the 29th of September. There was, therefore, a manifest departure from the direction in the power, and upon that the judgment of the learned judges mainly depended. That of the Lord Chancellor (then Lord Chief Baron) proceeded upon that ground exclusively. It is true that Mr. Baron Bayley does intimate an opinion that the rent ought to have been made payable at the end of the year, upon which so much reliance has been placed. It is obvious, however, that the unequal division of the year is the circumstance chiefly relied upon by him; for he points out the disproportion by actually numbering the days, and shewing that 151 days were allotted to one supposed half-year, and 214 to the other. The decision in this case, therefore, is clearly sustainable, without having recourse to any other consideration, upon the sure ground that the lease was not according to the plain and unambiguous language and meaning of the power. But it was further contended, that the lease is void from the injurious effect which the reservation of the last half-year's rent is calculated to produce upon the party entitled in remainder, inasmuch as, if the tenant for life should die after the 1st of August and before the end of the year, there would be an occupation of the premises without any rent payable to those in remainder. Upon this part of the case it seems to me, that, unless the reservation of rent be upon the face of the lease itself inconsistent with the terms of the power, it is an unsafe and precarious rule of construction to make its validity to depend upon any other consideration. To ascertain the balance of advantage or disadvantage in each particular case may, and in many instances probably would, be at least as difficult as to discover the intent and meaning of the creator of the power, which, as I have already said, I take to be in every instance the true question. If, however, such inquiry into loss or benefit be admissible, I cannot help thinking that the advantage of being entitled to distrain for rent, if in arrear on the 1st of August, when the produce of the farm is upon the ground, contrasted with the right to distrain on the 11th of October, is at least equivalent to the contingent loss of rent upon the event which this objection supposes. It is true, that, in the case of *Isherwood* v. *Oldknow* (3 M. & Selw. 382), a lease (under a power requiring the reservation of rent "during the continuance of the term") wherein no rent was reserved during the last half-year of that term was sustained. I do not wish, however, to place much reliance upon the decision in that case; because that particular objection does not appear to have been taken, and the attention of the Court was drawn to another, whether, the first half-year's rent having been made payable twenty-seven days after the execution of the lease, that in itself amounted substantially to a foregift prohibited by the power. I rest my opinion upon the language and (as I think) the meaning of the power in this particular case, and the manner in which it has been executed. Seeing, therefore, that the lease has been made "for a term or number of years not exceeding twenty-one," and that "the rent has been reserved and made payable during the continuance thereof," forasmuch as the last payment (which raises the objection) is, I think, clearly for the last half-year, though made before the end of it, and that such reservation (if that consideration ought to be entered into) is, at least, as beneficial to the party in remainder as if made at the end of the term, it seems to me that the power has been in the letter and spirit complied with, and that therefore the indenture of lease in this case has been duly executed.

Patteson, J.—My lords, the single question in this case is, whether the rent reserved payable on the 1st of August, in the last year of the term, which was to end on the 11th of October, can be said to be reserved and made payable during the continuance of the term, within the true meaning of the power under which the lease was made. No case exactly the same as this has been cited, nor does any such appear to exist in those which have been cited. Objection was taken to the reservation of the rent from the beginning to the end of the term, whereas here it is admitted that the proper rent is reserved, and at the proper times, until the last half-year's rent. The reason for this reservation is said to be, that the lessor may have an opportunity of distraining for the last half-year's rent, if necessary; and in that respect it is beneficial to the landlord for the time being, equally whether he be the tenant for life or the remainder-man; on the other hand, it is obvious, that if the tenant for life should happen to die between the 1st of August and the 11th of October in the last year, the remainder-man would succeed to an unproductive estate until the 11th of October, and would be, to some extent, injured. The improbability of such an event, and the apparent reason for the reservation, seem to have been taken into consideration in the Court of Exchequer, but not so in the Court of Exchequer Chamber, where the objection appears to have been treated as being the same as would have arisen if a beforehand rent had been reserved from the beginning of the term. I will first consider the case upon the latter supposition. It appears to me that the person who created the power intended that the person exercising it should take no exclusive benefit for himself to the prejudice of the remainder-man, but should reserve the best yearly rent during the continuance of the term; by which word "rent," I understand a compensation for the actual occupation; not a sum of money covenanted to be paid by anticipation in respect of a future occupation, which a beforehand rent in truth is. Such a reservation, namely a sum of money to be paid at the beginning of the term as for the first year's rent, and so at the beginning of each succeeding year as for that year's rent, must be prejudicial to the remainder-man, at whatever time the tenant for life may happen to die, unless, indeed, he should die on the very last day of the year. Independent of authorities, therefore, I should consider that a lease, stipulating for the payment of such sum of money at the beginning of a year by anticipation, did not reserve rent at all, and certainly that it did not reserve rent made payable during the continuance of the year. The case of *Doe dem. Harris* v. *Morse* (2 C. & M. 260) seems to me to be an authority for such a view of the question. It is true, that the question there was, whether the rent was reserved half-yearly, but

as it was reserved in two payments in respect of the intended occupation for two half-years, and the second payment was to be after the expiration of the first half-year, I cannot see why it should have been held a bad reservation upon any other ground than that a beforehand reservation is bad. What fell from Mr. Justice Powell, in *Reg.* v. *Weston* (Ld. Raym. 1197), was by way of illustration of the question in that case, and is not entitled to the same weight as if it had related to the point actually before the Court; and what was said by Lord Ellenborough, in *Isherwood* v. *Oldknow* (3 M. & Sel. 393), when taken, as it must be, with the context, is nothing like a decision upon this point. The case of *Isherwood* v. *Oldknow* turned on a totally different matter, namely, that the first payment of rent as for half a year, although payable in a short time after the execution and date of the lease, was in truth for half a year, because the holding was made to be from a bygone day, and the tenant had occupied during the interval. The case of *Doe dem. Earl of Shrewsbury* v. *Wilson* (5 B. & Ald. 363) was decided on the ground that the rent was reserved at the usual and accustomed times, according to the power, and in no way trenched upon the authority of *Doe* v. *Giffard*, there cited; but I do not consider the last-mentioned case to be any direct authority upon the present occasion, inasmuch as there was in that case an actual loss of rent for a whole half-year. For these reasons I am of opinion, that under such a power as that contained in the lease now in question, it was not competent to the person executing that power to reserve what is commonly called a beforehand rent. The only difficulty that I feel is in determining, whether it makes any difference that the reservation is here confined to the last half-year's rent. I see fully that such reservation may be, and probably is, beneficial generally, and that it is highly improbable that the remainder-man should be prejudiced by it; but still it is a stipulation for the payment of a sum of money in anticipation of a future occupation for the residue of the half-year, and therefore, according to my view of the effect of such a stipulation, I cannot say that it is a reservation of rent during the continuance of that half-year, but am obliged to say, that there is a portion of the term during which there is no reservation of rent. I am therefore of opinion, that the indenture of lease stated in the special verdict, to which your lordships' question refers, is not a valid execution of the power of leasing, as also there stated.

Parke, B.—My Lords, in answer to the question proposed by your lordships, I have to state my humble opinion that the lease stated in the special verdict is a valid execution of the power of leasing, also stated in the special verdict. In order to decide this question, the proper course undoubtedly is, to ascertain in the first instance, what the intention of the donor of the power was, by the ordinary rules of construction applied to the instrument containing it; and the lease must accord in all respects with that intention so ascertained, or it will be void. Where the language of the power is restricted, and contains precise conditions which can be complied with in one way only, that way must be exactly followed. When the power uses general terms, and may be exercised in more ways than one, then the donee of the power must necessarily have a discretion, and if there be any restriction upon that discretion, where none is expressed by the donor of the power, the only restriction that can be required is, that such discretion should be fairly exercised, and at the very utmost that it should be executed in a reasonable manner; and upon that principle the decision of the House of Lords in *Smith* v. *Doe dem. Lord Jersey* (2 B. & B. 473) proceeded. If indeed it could be shewn that expressions apparently of a general nature, and allowing a certain latitude of discretion, have, by a course of legal decisions, received a limited construction, then undoubtedly they must be so construed, and it would be intended that the donor of the power used the words in that limited sense; but such will be found not to be the case with reference to the general expressions used in this case. Whether, when a latitude is left by the terms of the power to the donee, any thing more is required than the exercise of his discretion honestly and without fraud, is a question into which I need not inquire. It will be sufficient for the present purpose to assume that when there is such a latitude it must not only be fairly and honestly executed, but in a reasonable manner. Proceeding upon that assumption, if we apply these rules to the words of the power, we find that the testator has made express conditions that the lease should not exceed twenty-one years; that it should be in possession, and not in reversion; that the best improved yearly rent that can be reasonably had shall be reserved and made payable during the continuance of the term; that there should be no fine or income; and that the lessee should not be made dispunishable by express words, and should execute a counterpart. All these conditions must be strictly complied with, for they are expressed, and no latitude is allowed to the donee of the power. These have been complied with in this case, for the provision of the lease, that the tenant should have the barns, &c. for the purpose of thrashing, and until the 1st of August after the expiration of the term, is by way of covenant merely, and no question has been made on this ground at your lordships' bar; but the testator, besides these conditions, has required that there should be a clause of re-entry, in that respect leaving a latitude to the donee of the power. There is a clause of re-entry in the lease, if the rent or any part should be unpaid for forty-two days, and the only question as to this part of the case is, whether this clause is a reasonable clause. That it has not been unfairly inserted is clear. I think it is a reasonable clause, sufficient to secure the due payment of the rent, which is the object of its insertion; and there is a case in Willes's Reports 169 (*Jones* v. *Verney*), in which there was a clause of re-entry on the rent being unpaid for the same period of time, to which no objection was taken on the ground that it was a non-compliance with the terms of a power requiring a condition of re-entry on non-payment of rent to be inserted in the lease. Indeed, this objection was not insisted upon at your lordships' bar on the part of the lessee or the plaintiff, though taken in the court below. The principal ground of objection was as to the mode in which the rent was reserved in the lease. The lease was executed on the 14th December, 1823, and was to hold from the 11th October then last, at a rent payable half-yearly on 6th April and 11th October in each year, except the last half year's rent, which was to be paid on the 1st of August. It was not contended that the reservation of half a year's rent on the 6th April was bad, though half a year would not then have elapsed, the case of *Isherwood* v. *Oldknow* (3 M. & Sel. 282), having settled that point; but it was strongly urged that the donee of the power had no right to reserve any part of the rent by anticipation, and that the rent must be so reserved as that no part of the estate belonging to the remainder-man could be occupied by the lessee without paying for it, and that any other mode of reservation would be an unreasonable execution of the power, and therefore void. The main question in this case is, whether this principle of construction is correctly laid down, which must depend upon the authorities as to the construction of similar powers with reference to the reservation of rent. In the absence of all authorities on this subject, I should say that the donor of the power, having imposed no restriction as to the time of reservation for the protection of the remainder-man, left the donee the power to exercise his discretion therein, and if so, that he might reserve it yearly, half yearly, quarterly, or oftener, as he thought proper, and payable at the beginning or end of each year, half year, or quarter, an opinion which is countenanced by that of Lord Holt and Mr. Justice Powell in 2 Lord Raymond, 1198. It is not necessary, however, to go so far; but, proceeding on the assumption that the reservation, to be good, must be both fairly made and reasonably made, it is impossible to say that the reservation in this case was a non-compliance with the power, even supposing that the tenant for life was bound to look only to the interest of the remainder-man. It is true that if the tenant for life had died in the last year of the term between the 1st of August and 11th of October, the remainder-man would have lost the half-year's rent. On the other hand, if the tenant for life died at any other part of the term, which is a much more probable event, the remainder-man would, in the first place, gain by the earlier payment of the last half year's rent (unless, indeed, we are to suppose that the rent would have been a little more if it had been made payable at the end of the half-year, as the times of payment may affect the amount of the rent paid); and, in the second place, he would gain by having the certainty of securing the last half-year's rent by the crop and produce of the farm; for if it had been reserved payable on the last day, the tenant might have removed all his crops and effects from the farm before the rent became due, and, as there would be no power by law to distrain on the crops and effects so removed, he would be left to his personal remedy against the lessee. This is the reason why the last half-year's rent was made payable before the end of the term, and it is impossible to say that it is not a reasonable and even wise provision, if the interests of the remainder-man alone are to be considered. Can any one say that he would not have approved of such a reservation if he had been consulted by the tenant for life when the lease was prepared? I therefore conclude that this reservation is fair and reasonable, and therefore good, unless it could be shewn that that principle is not to be adopted in this case, and that the authorities have established the different rule of construction contended for, both in the court below and your lordships' bar; that is, that no reservation can be good which permits an occupation of any part of the remainder-man's estate, without remuneration to him; treating the rent as a mode of payment, the purchase-money of the term from the tenant for life and the remainder man together, which ought, it is contended, to be paid in the proper proportions to each. Upon the principle of the supposed rule, strict justice could not be done to both parties without reserving a rent payable at the shortest intervals of time, nor to the remainder-man without reserving a larger rent for the summer or more productive, than for the winter or less productive, half-year, so that he may have adequate compensation; but in truth no such principle is to be found in any of the decided cases on which reliance was placed, whatever colour may be given for the argument in the dicta and expressions of some of the judges. In *Doe* v. *Giffard* (5 B. & A. 371), where, under a power to lease reserving the best yearly rent, a lease, dated the 14th September, for twenty-one years from the date, reserving rent upon every 25th March and 29th September during the term, the first payment to be made on the 25th March next, was held void, there was half a year for which no rent was reserved at all. Forty one half-yearly payments would be to be made for a twenty-one year's lease. In *Doe dem. Harris* v. *Morse* (C. & M. 247), the power required half yearly payments, and the Court construed the power as if it had been by even and equal half yearly payments, or payments for even and equal half-years; the year to be, as near as may be, equally divided. The principle contended for, that, if any part of the estate of the remainder man is to be held under any circumstances without rent, the lease is necessarily void, is not the ground of that decision. There are some expressions, indeed, used by the judges, particularly by Baron Bayley, which give some countenance to the argument in support of that doctrine, but no more; they are unnecessary to the decision of the case, on the very ground on which he puts it, and it by no means follows that he would have made use of similar observations in a case where the remainder-man may have a benefit by the reservation of the rent before the end of the term, and the principle of decision laid down by the learned judge, and on which he professes to proceed, is, after all, that the requisites of the powers must be substantially and honestly complied with. As there is, therefore, no authority for the position, that on such a reservation as this, a lease is necessarily void if there be any part of the estate of the remainder-man which may be occupied without payment of rent, I am of opinion that, as this reservation is fair and reasonable, the lease is valid. My brother Alderson, who was not in the Court of Exchequer, but who heard the argument at your lordships' bar, desired me to say, at the close of the argument, that he was of opinion that this was a due execution of the power.

(To be continued.)

LEGAL INTELLIGENCE

VACATION AT THE ACCOUNTANT-GENERAL'S OFFICE.

LORD CHANCELLOR.

Tuesday, the second day of July, in the eighth year of the reign of her Majesty Queen Victoria, 1844.

In the matter of the Suitors of the High Court of Chancery.

Whereas it is proper that the accounts kept by the Accountant General of this court should be examined and compared, in order to settle the same; and whereas it will require considerable time to perfect such examination, and it is necessary that a time should be appointed for closing the books of accounts of the said Accountant-General for the purposes aforesaid:

His lordship doth order that the books of the Accountant General be closed from Tuesday the 20th day of August next, to the first general seal before Michaelmas Term next, in order to adjust the accounts of the suitors with the books kept at the bank, and that during that time no draft for any money, or certificate for any effects under the care and direction of this court be signed or delivered out by the said Accountant-General, or any stocks or annuities accepted or transferred by him relating to the suitors of this court. And that no purchase, sale, or transfer be made by the said Accountant-General, unless the order, request, or registrars' certificate be left at his office, on or before Friday, the 9th day of August next. And that no order for the payment of any money out of court which may be then in court, be received at the Accountant-General's office after Tuesday, the 13th day of August next. And to the end that the suitors may have notice hereof and apply to the court, as there shall be occasion, to have money paid to them out of the bank, or stocks, or annuities transferred to them before the said 20th day of August next, it is ordered, that this order be affixed up in the several offices belonging to this court.

The Lord Chancellor has appointed James Mounsey, of Carlisle, in the county of Cumberland, gent. and George Hancock, of Yeovil, Somersetshire, gent. to be Masters Extraordinary in the High Court of Chancery.

The Lord Chief Justice of the Court of Common Pleas has appointed T. P. Burbury, of Birmingham, esq. a Perpetual Commissioner under the Act for abolishing Fines and Recoveries.

THIRD REPORT OF THE COPYHOLD COMMISSION.

Copy of the Third Report of the Copyhold Commissioners to Her Majesty's Principal Secretary of State for the Home Department.

SIR,—We have the honour of presenting to you the Third Report. There has been an increase both in the number of enfranchisements effected during the past year, and in the value of the lands enfranchised. This appears partly to have arisen from the powers of the Copyhold Act becoming more known, but chiefly from the further facilities given to enfranchisement by the amended Act of last session. As we anticipated, many ecclesiastical bodies have availed themselves of those facilities, and enfranchisement of church property is now proceeding to a considerable extent, and there is every reason to suppose that in manors held by ecclesiastical persons, the disposition to avail themselves of the Act will become general. In other manors enfranchisements have also increased, but not in the same proportion. We are also able to state that facilities have been already given by the Act to building, more especially in the neighbourhood of the metropolis. In enfranchisements which might remain in no way compulsory on the lord, power might be given to two thirds of the tenants in number and value to bind the remaining third The Bill passed the House of Commons in 1838 with this clause, but the clause of the present Act is only applicable to commutations, and not to enfranchisements, and even in the case of commutations, three fourths must concur to bind the remaining fourth. The wish to extend some such powers to enfranchisements has been already much felt. In several cases under the existing Act, the lord is willing to enfranchise, and finds that he can make arrangements with the principal tenants, but that there is much difficulty in dealing with some few of the smaller tenants; and if he effects an enfranchisement with the more considerable tenants, he might be left with the dregs of the manor. This has already happened in one or two cases. The extending to enfranchisements in this respect, a power similar to that which already exists as to commutations, would obviate these difficulties We beg to add a list of the enfranchisements, which have either been completed (since our last report) or which are now nearly ripe for completion. Some progress has also been made towards enfranchisement in many other manors. We have the honour, &c.

The Right Hon. Sir J. Graham, bart. M. P. &c. &c. &c.

WM. BLAMIRE, T. W. BUTLER, RD. JONES.

ENFRANCHISEMENTS.

Manor.	County.	Lord.	Nature of Copyholds.	Incidents of the Manor.	Terms for Enfranchisement	Progress made in Enfranchisement.
Clewer	Berks	Arthur Vansittart, esq.	Copyholds of inheritance	Fines arbitrary, heriots, and quit-rents	Eight years' annual value	Signed and sealed
Windsor, Old, Rectory of	Ditto	Rev. George Isherwood	Ditto	Ditto	Five years' annual value	Ditto
Ditto	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto
Ditto	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto
John de Chapple	Cumberland	Dean and Chapter of Carlisle	Ditto	Fines certain and quit-rents	Six fines, quit-rents 25 years	Ditto
Wakering, Great	Essex	Sir J. T. Tyrell, Bart. and others	Ditto	Fines arbitrary and quit-rents	Five years' annual value, quit-rents 24 years	Ditto
Norton Canon	Hereford	Dean and Chapter of Hereford	Ditto	Fines arbitrary, heriots, and quit-rents	Five years' annual value	Ditto
Stevenage	Hertford	Bishop of London	Ditto	Fines arbitrary and quit-rents	Six years' annual value, quit-rents 28 years	Draft received
Brixham	Kent	C. R. C. Petley, esq.	Ditto	Reliefs, heriots, and quit-rents	Two years' reliefs, quit-rents 2[illegible] years; 2[illegible] heriots at 10l. 10s. each heriot to principal tenants, and 1 5l. each heriot to smaller tenants	Schedule of apportionment confirmed
Barnsbury	Middlesex	Henry Tuffnell, esq.	Ditto	Fines arbitrary and quit-rents	One-sixth part of the value of the property was taken for the consideration, a private Act having been previously passed reducing the fine on ground intended to be built upon to one-third of the annual value of the building erected	Signed and sealed
Ditto	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto
Ditto	Ditto	Ditto	Ditto	Ditto	Ditto	Draft received
Ditto	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto
Cantlowes	Ditto	Prebendary of Cantlowes, with consent of Ecclesiastical Commissioners	Ditto	Fines certain and quit-rents	The annual value of the land being very trifling, 5l. was taken	Signed and sealed
Ealing	Ditto	Bishop of London	Ditto	Ditto	One year's annual value, quit-rents 28 years	Ditto
Ditto	Ditto	Ditto	Ditto	Ditto	Two years' annual value, quit-rents 28 years	Ditto
Finchley	Ditto	Ditto	Ditto	Ditto	One year's ground-rent, quit-rents 28 years	Ditto
Fulham	Ditto	Ditto	Ditto	Ditto	Two years' annual value, quit-rents 28 years	Ditto
Hanwell	Ditto	Ditto	Ditto	Fines arbitrary and quit-rents	Five years' annual value	Ditto
Ditto	Ditto	Ditto	Ditto	Ditto	Five years' annual value, quit-rents 25 years	Ditto
Ditto	Ditto	Ditto	Ditto	Ditto	Five years' annual value	Ditto
Hornsey	Ditto	Ditto	Ditto	Fines certain and quit-rents	One years' annual value, quit-rents 28 years	Ditto
Islington, Prebend of	Ditto	Prebendary of Islington	Ditto	Ditto	One-twelfth of the land enfranchised, two years' annual value of the ground-rents on houses enfranchised, quit-rents 25 years	Agreement for enfranchisement received
Knightsbridge-cum-Westbourne Green	Ditto	Dean and Chapter of Westminster	Ditto	Fines arbitrary and quit-rents		Ditto
Illington	Norfolk	Robert Kellett Long, esq.	Ditto	Fines arbitrary and quit-rents	Four and two-third years' annual value, quit-rents 25 years	Signed and sealed
Condover	Salop	E. W. Smythe Owen, esq.	Ditto	Fines certain, heriots, and quit-rents	Fines five years' purchase, 2 heriots at 10l. each, quit-rents 25 years	Ditto
Ditto	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto
Ditto.	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto
Compton Martin, Rectory of	Somerset	Rector of Compton Martin	Copyholds for three Lives	Heriots and quit-rents	Land given in exchange upon the basis of 34 years' annual value	Valuation made by Assistant Commissioner
Barton-cum-Buddlesgate	Southampton	Dean and Chapter of Winchester	Ditto	Fines arbitrary, heriots, and quit-rents	Rent-charge about one-sixth of annual value	Signed and sealed
Ditto	Ditto	Ditto	Ditto	Ditto	Rent-charge about two-ninths of annual value	Ditto
Manydown	Ditto	Ditto	Ditto	Ditto	Rent-charge about one-sixth of annual value	Ditto
Ditto	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto
Ditto	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto
Ditto	Ditto	Ditto	Ditto	Ditto	Rent-charge about one-fifth of annual value	Ditto
Westmeon	Ditto	John Dunn, esq. and Mrs Sarah Elizabeth Horsley	Copyholds of inheritance	Ditto	Five years' annual valu	Ditto
Kingswinford	Stafford	Trustees under the Will of the late Earl Dudley	Ditto	Fines arbitrary and quit-rents	Ditto	Ditto
Byfleet	Surrey	H. B. Hughes, esq.	Ditto	Ditto	Ditto	Ditto
Croydon	Ditto	Archbishop of Canterbury	Ditto	Fines arbitrary, heriots, and quit-rents	Three-and-a-half years' annual value; quit-rents 28 years; heriots one at 20l. and four at 10l.	Draft received
Ditto	Ditto	Ditto	Ditto	Ditto	Three-and-a-half years' annual value; quit-rents 2[illegible] years; heriots 12l.	Ditto
Ebbisham, otherwise Epsom	Ditto	John Ivatt Briscoe, esq. and Anna Maria his wife	Ditto	Ditto	Ten years' annual value	Agreement for enfranchisement received
Dunsford	Ditto	Viscount Middleton	Ditto	Ditto	Three-and-a-half years to six years' annual value; quit-rents [illegible] years; and, according to the circumstances, from [illegible]l. to 15l. for heriots	Schedule of apportionment confirmed
Lambeth	Ditto	Archbishop of Canterbury	Ditto	Ditto	Three-and-a-half years' annual value; heriots at 2½; quit-rents 28 years	Signed and sealed
Malden	Ditto	Merton College, Oxford	Ditto	Ditto	Six years' annual value, heriots 2l. 2s.; quit-rents 30 years	Ditto
Cuckfield Vicarage	Sussex	Vicar of Cuckfield	Ditto	Ditto	Rent-charge about one-fifth of annual value	Ditto

REVISING BARRISTERS FOR THE HOME CIRCUIT.

The Learned Judges on Saturday signed the appointments of the following gentlemen as revising barristers for the different electoral districts upon the Home Circuit:—

Hertfordshire.—Hertford, St. Alban's, Canterbury, Sandwich, and Greenwich; J. Espinasse, esq. and J. D. Chambers, esq.

Rochester and Chatham.—J. D. Chambers, esq.

Essex.—Colchester, Harwich, and Maldon; S. R. Bosanquet, esq. and Sir W. Riddell.

Kent.—Maidstone, Hythe, and Dover: Russell Gurney, esq. and — Phillips, esq.

Sussex.—Lewes, Hastings, Rye, Brighton, Horsham, Chichester, Arundel, Midhurst, and New Shoreham: A. Ryland, esq. and S. Richmond, esq.

Surrey.—Guildford, Reigate, Lambeth, and Southwark: S. C. C. Pyshe, esq. and J. Deedes, esq.

NORFOLK CIRCUIT.

Buckinghamshire, with the boroughs of *Aylesbury*, *Buckingham*, *Marlow*, and *Wycombe*—Mr. Sanders.

Bedfordshire, with the borough of *Bedford*—Mr. O'Malley.

Huntingdonshire, with the borough of *Huntingdon*—Mr. Palmer.

Cambridgeshire, with the borough of *Cambridge*—Mr. Prendergast.

Eastern division of *Suffolk*, with the borough of *Ipswich*—Mr. Gunning.

Western division of *Suffolk*, with the borough of *Bury* ("and Sudbury" can no longer be added as of yore)—Mr. Evans.

Eastern division of *Norfolk*, with the boroughs of *Norwich* and *Yarmouth*—Mr. Worlledge.

Western division of *Norfolk*, with the boroughs of *King's Lynn* and *Thetford*—Mr. W. Cooper.

DIVORCE IN AMERICA.—The principal grounds for divorce in the United States are—adultery, desertion, and intemperance. In new York adultery is the only cause for divorce. The periods of intemperance and desertion necessary to constitute divorce are—

States.	Intemperance.	Desertion.
	Years.	Years.
Mississippi	—	5
Indiana and Missouri	2	—
Maine and Ohio	3	—
Pennsylvania	—	2
New Hampshire	—	3
Connecticut	—	3
Massachusetts and New Jersey	—	5

The marriage ties are dissolved cheaper in New Jersey than in any other state; and whether this be an inducement to divorce or not, it is a fact that a large number of dissolutions annually take place. The mode of application in Mississippi is by filing a bill in the Court of Chancery; in South Carolina, Virginia, and Maryland, by special law; in Alabama, Georgia, and Tennessee, by a two-third vote of the legislature.—*Mississippi Reformer.*

CLERKS TO ATTORNEYS BILL.—A Bill has been brought in to relieve clerks to attorneys from certain liabilities under which they now labour respecting the enrollment of their contracts of clerkship with attorneys and solicitors. By a recently passed Act of Parliament, some stringent provisions were enacted in regard to the conduct of attorneys who practise without a certificate, and a nice point might hence arise respecting a clerkship—whether the period during which an attorney was without his certificate could be calculated in the term which an articled clerk is required to serve. A clause, however, in the Bill just printed enacts that the neglect of attorneys, solicitors, notaries, and others, in taking out their annual certificate, shall not disqualify their clerks from admission as attorneys, if otherwise qualified.

COURT OF SESSION.—BUCHANAN v. SMITH.—This was a case of considerable importance, as defining the law in regard to the rights of a female in disposing of effects after entering into contract of marriage. The prosecutor in this case pleaded that only *one* day previous to his marriage his bride, at the instigation of certain interested parties, had disposed of heritable and other effects to a considerable amount, bequeathed to her by a former connection. The same having been remitted to the Court of Session, it was there found, and decree accordingly pronounced by Lord Cunninghame, that said deed was illegal, and null and void; and granted warrant agreeably thereto for such being expunged from the public records and of none effect.—*Edinburgh Evening Post.*

Her Majesty's Attorney-General, Sir W. W. Follett, with his family, embarked on Saturday morning, at Blackwall pier, on board the General Steam Navigation Company's mail packet *Giraffe*, and landed on Sunday morning at Rotterdam.

STATE PUNISHMENTS.—The late Sir Francis Burdett was condemned to six months' imprisonment and a fine of 2,000*l.* for writing a letter to his constituents upon the Manchester massacre, as it was called. Henry Hunt, for agitating in the cause of radical reform, was imprisoned for two years and a half—Sir C. Wolsely, for a like offence, one year and a half—and Cobbett, for writing an article on flogging by German soldiers, passed two years in Newgate, and paid a fine of 1,000*l.* besides being bound in securities for seven years in the sum of 5,000*l.* The notorious Carlisle was subjected to three years' imprisonment, and fines amounting to 1,500*l.* for publishing his blasphemous writings; and Leigh Hunt had two years' imprisonment, and a fine of 1,000*l.* for a libel on the Prince Regent.

LUNACY COMMISSIONERS.—In the course of last week, two official gentlemen have been in this city, and have proceeded through North Wales for the purpose of instituting inquiries as to the state of pauper lunatics with the view of legislating efficiently upon the subject in the next session of Parliament. The Government is pledged to introduce a compulsory measure, to make due provision for their reception and treatment; and we are in possession of sufficient information to enable us to state, that those counties which have no public lunatic asylums, or have not united with any other counties for their erection, will find that they can no longer evade this pressing and palpable duty. The magistrates of Carmarthenshire, Merionethshire, and Montgomeryshire, had better be united with the other Welsh counties in erecting and supporting the projected Denbigh asylum, or they will find that they will be put to an expense of at least four times the amount of their contribution to the proposed institution.—*Chester Chronicle.*

OPEN COURTS.—In the Record Court at Lifford, while the case of *Mulready* v. *Johnston* was being tried, the judge perceived one of the sheriff's bailiffs rudely preventing a well-dressed gentleman from entering into the body of the court, and gave him a severe reprimand. Shortly after this a plain-looking countryman was essaying to enter the court, and one of the police used his baton violently in turning the peasant back from one of the entrance doors. His lordship, who saw the circumstance, called out to the sheriff to take the policeman in custody, and to bring him before the Court. The policeman pleaded as his apology the orders he had received from the sheriff, to prevent persons from crowding the seats. His lordship said he could not believe the sheriff had given such orders, and if it was the case, he was acting beyond his authority. That was a public court, and he would allow no man to use such violence to an unoffending person. "Sheriff, tell the officer of police to remove this constable from his present duty."—*Derry Journal.*

We hear from good authority that an application has been made to the Committee of Privileges in the House of Lords to restore the dormant title of the earldom of Levenax or Lennox. There are four claimants Lord Napier; Napier, of Napier; Lennox, of Woodhead; and Halkane, of Gleneglës. This is one of the most ancient titles in Scotland.—*Scotch paper.*

WILL OF LORD WALLACE.—The will and codicils of the Right Hon. Thomas Lord Wallace, late of Featherstone Castle, Northumberland, have just been proved in Doctors' Commons by Sir Charles Miles Lambert Monck, bart. E. W. Hassell, esq. and W. Nansom, esq. the executors. His lordship gives to Thomas Maclean, esq. and his wife, both of Carlisle, 5,000*l.* each, and legacies to various branches of his family, friends, executors, servants, and very many other persons whom it would be utterly impossible to specify. The following are the only parts of the will of public interest:—His lordship directs two busts of himself to be executed in marble by Mr. Campbell, the sculptor (from a cast taken by that gentleman), one of which is to be given to his executor, Sir Charles M. L. Monck, and the other deposited in Featherstone Castle and considered as an heirloom; all the plate and pictures in the castle are also to descend as heirlooms. He expresses a strong desire that this building may "never be unoccupied, but tenanted by those who have an interest in it." He observes that several parcels of jewellery will be found packed and addressed by himself to various parties, and earnestly desires his executors to forward them to the persons to whom they are addressed as soon after his death as may be. He also directs the interest of 100*l.* be paid yearly to a clergyman of the Church of England at Featherstone, who is "to read prayers once on every Sunday, and administer the sacrament at least four times in every year." The will is very long, and the personal property is sworn under 45,000*l.*—*Britannia.*

CORRESPONDENCE.

CAPITAL PUNISHMENT.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Finding that my former letter has brought on me the animadversions of some of your readers, I would, with your permission, confirm, by some additional arguments, the sentiments I have before expressed.

The nature of the Mosaic criminal law seems to be greatly misunderstood, as if it were adapted to a certain people, under certain circumstances, instead of to *human nature*, which is the same under all circumstances. A lawgiver does not need to be informed of the circumstances of a people before legislating on murder and theft. The enormity of those crimes is the same, whether in a heathen, a Jewish, or a Christian country, in the judgment of one whose moral perception is perfect; and if such a one should undertake the task of legislation, we should expect to find in his code a just estimate of crime. Now precisely such a perfect balance is given us in the Mosaic law, proceeding from One whose moral perception cannot be questioned. How far human legislators will follow this perfect model depends on their own tone of morality, which they make the standard of justice; never, however, abandoning the principle of making the law her voice. We distinguish in point of enormity between the crime of murder and other crimes to which the Mosaic law attaches an equal punishment, not because there is any real difference, but because our tone of morality is too relaxed to enable us to judge. It was the object of the Jewish law to maintain in that people a high moral tone; and as they receded from their high standing, their law became as much a dead letter to them as it is to us; so that when their rulers hinted at its revival, in the case of the woman taken in adultery, the very giver of that law rebuked their enormous hypocrisy. How monstrous would it be, in an age when respect for authority had so declined, to attempt to introduce the rigour of the divine law in the case of the determinedly rebellious son! None would be found who with a clear conscience could cast the first stone. The enormity of the rebellion, however, remains the same, and what has been condemned in the councils of heaven can never be purged of the taint because our gross perceptions cannot appreciate its blackness. In the case of murder, however, it is different, every one having sufficient moral feeling of its enormity. Consequently, the divine law has in this case been carried into execution in every age.

I do not think the abolitionists would contend that the murderer does not merit death, because they would thereby evince a less sound judgment than "the barbarous people" of Melita, who, when they saw the viper fasten on the apostle's hand, exclaimed, "No doubt this man is a murderer, whom, though he hath escaped the sea, yet *vengeance suffereth not to live.*"

But if it is allowed that the murderer does merit death, why should not the law avow it? It is answered, "we ought to shew mercy." But mercy never yet disparaged justice: they are twin sisters, the one serving to set off the other. Mercy and benevolence become cant terms when justice is outraged. Our constitution has happily provided for the display of both, suffering the law to speak with all the severity of justice, and fixing in the Crown the prerogative of mercy as its chief garnishing stone. Nor is this prerogative in derogation of the general precept to Noah; for if Christianity recognizes the head of the state as "God's minister," to execute vengeance, reason teaches that, without the delegation of this prerogative, the deputy must necessarily misrepresent his sovereign, who is both just and merciful.

Let not those who advocate the abolition of capital punishment imagine for a moment that they are friends of mercy. The law must be a transcript of righteousness. When it ceases to award due punishment to the offence, it proclaims itself to be false; it confounds right and wrong; it ceases to be the voice of justice.

Unless the law doom the murderer to death, men will infer, not that the law is merciful, but that murder is not so black as it really is; and thus justice will be outraged, and mercy have no place. But while the law uncompromisingly stigmatizes every crime with its due mark of turpitude, there is no danger of mistake: justice is unsullied, and will ever remain so, even though mercy, through the prerogative, should step in, and arrest the descent of her sword.

I do not think it has been sufficiently considered what an outrage would be inflicted on the Crown by plucking from it this its fairest jewel. They extol mercy, and yet would tear her from her proper pedestal. They propose to merge her in the law, the effect of which would be to make the law a lie. Existing and acting separately, justice and mercy reflect glory on each other, but their unnatural amalgamation would produce a monster destructive to morality and truth. Where would then be found that glorious virgin, with her stern but majestic countenance, holding her scales in one hand and her sword in the other? Truly might it then be said—"*Terras Astræa reliquit.*"

It is true, that, under this dispensation, the divine mercy has been eminently displayed; but has there not also been a fuller revelation of God's wrath against all unrighteousness? Where shall we find a sterner vindication of justice than in the case of Ananias and Sapphira? Did not "the divine Man of Judæa," whose merciful spirit your correspondent so justly extols, so far from mitigating the rigour of the law, offer unto it the highest homage and noblest

sacrifice, when He for us submitted to the stroke of its sword? and are we not taught to believe that, having presented such a terrible exhibition of holiness, he will come again to execute the rigorous sentence of the law on all who shall continue to violate it?

It is not meant to insist that earthly sovereigns are God's vicegerents, and, as such, intrusted with the administration of his law, except so far as the end of human government, which is the protection of their people, is concerned; but, within this limit, they must, in the administration of that law, have an eye solely to *their duty*, and not to any thing extraneous. The civil power has not to adjudicate on the final state of offenders, but to execute the temporal sentence of death on those whose lives are incompatible with the public safety. If their time of probation is thus cut short, it is by their own act, and quite accordantly with the declaration—"Bloody men shall not live out half their days." It is the duty of a sovereign to protect his people from hostile invasion. Is he chargeable with cutting short the days of those who perish in their aggressive attempt? Would he not justly regard as a traitor one of his own officers, who should refuse to do his duty on the plea of consideration for the eternal welfare of his foes?

The demoralizing tendency of public executions is a sound argument for making them private, but is most illogically urged in favour of abolition.

It is now time to bring this letter to a close; and having, as I hope, strengthened the principles laid down in my former letter, and replied to the main arguments of your correspondents, I finally take leave of the subject with the expression of my acknowledgments for your candour, and assurances to your correspondents that I have not intentionally said any thing to hurt the feelings of well-meaning and worthy men. Should the subject be further discussed, I leave the advocacy of the views I have adopted to other and abler pens.

I am, Sir, yours, &c.
William Gills, jun.

Frome, 11th of June, 1844.

STAMPS ON MORTGAGE TRANSFERS.

TO THE EDITOR OF THE LAW TIMES.

Sir,—The correspondence lately published in the Law Times, relating to this subject, has doubtless been highly useful to many of your readers, but it is not yet quite cleared of its mystification, and a few remarks in reference to the *principles* of the several Acts of Parliament imposing the duties may not be altogether useless.

I apprehend that, where an Act of Parliament imposes an *ad valorem* duty, in respect of a money consideration paid by one party to another, that such *ad valorem* supersedes, in every case, the necessity of a "common deed-stamp" (as such) upon the same instrument; and all matters incident to the transaction—recitals, covenants, and assignments of outstanding terms, if required—may be effected by one instrument, without any other than the requisite *ad valorem* stamp (although that may amount to 20s. only), if the instrument is under thirty folios in length. This I take to be the principle of all Acts imposing *ad valorem* duties. But if other instruments are necessary in order to effect the object intended, for instance, if the fee-simple of the estate has to be conveyed from A to B (the grantor having no power to convey by *appointment*), the stamp imposed on a bargain and sale for a year, for the purpose of vesting the possession, will of course be incurred, in addition to the *ad valorem* on the pecuniary consideration passing between the parties. If this be the fair construction to be put on the Acts of Parliament, no instrument can require a common deed-stamp (as it is called) of 35s. but such as is *not liable to any other kind of stamp*, or is "not otherwise charged," as the Act expresses it. Now, in the case of *Brown* v. *Pegy*, the fee-simple of the estate was conveyed by an appointment under a power; therefore no lease for a year was necessary, and why a common deed-stamp (or transfer-stamp) should have been necessary in that case, I really cannot comprehend; and if any of your readers will be kind enough to inform me, I shall esteem it a great favour.

If a man, having a general power of appointment over his estate, appoints to A for 1,000 years for securing 500*l*. and B afterwards agrees to lend him 600*l*. to pay off A, and for other purposes, a deed of "transfer and further charge" must be made, and we will suppose that by such deed the mortgagor appoints the estate to the use of B *in fee* (subject, of course, to the usual proviso for reconveyance), and that A's term is assigned, either to merge or to a trustee for B, and to attend the inheritance, adding the usual covenants. Now this deed, I apprehend, will be subject to an *ad valorem* mortgage-stamp for 100*l*. that is 1*l*. 10*s*. and to that only. Surely it cannot be said that it must have a "common deed-stamp" as well, because *the fee is appointed*, instead of a term, for years only? If it is, pray let me ask whether a *power of sale* is a "further security," and whether a term of *one thousand years* is a "further security," if the first term be made for 500 years only? I have always considered the ordinary duty of 35s. imposed by the 3rd section of the 3 Geo. 4, c. 117, to apply to instruments made simply for "*further security*," and not to any kind of deed charged with an *ad valorem* duty; and this I still think is the true meaning and intent of that clause, but hope that some of your more learned readers will correct me, if I am wrong. I am, Sir, yours obediently,

Edw. Argles.

Biggleswade, July 30, 1844.

STAMPS ON TRANSFERS OF MORTGAGES.

TO THE EDITOR OF THE LAW TIMES.

Sir,—I have read the sensible letters of Mr. Barnett, and your aged correspondent, and beg to propose the following question for solution:—

A mortgages to B, for a term, to secure 200*l*. By a subsequent deed between B of the first part, A of the second part, C of the third part, and D of the fourth part, B, in consideration of 200*l*. paid by C, assigns to C the mortgage *debt*, with power to sue in B's name; and B assigns, and A confirms to C, the mortgaged *premises* for the remainder of the term, subject to the existing equity of redemption; and then, in consideration of the further sum of 100*l*. then lent by C to A, A, by direction of C, conveys the mortgaged premises to D, in fee, subject to the prior mortgage, and to redemption on payment of 100*l*., and to a power of sale in default of payment, with a covenant by A with C for payment of the 100*l*. only—what is the proper stamp for this deed?

It will be observed that the fee is conveyed to secure the *new debt* only—and there is no fresh covenant for payment of the *old* debt. For all practical purposes, however, the fee would become a security for the old debt, because equity would not suffer the mortgagor after the day, to redeem by paying one debt without the other; but that would arise from the rules of the court, and not from the stipulations of the deed. It is admitted, on the authority of *Bartley* v. *Gray* that the *transfer* duty is not necessary, and the clause imposing the duty on *further securities* requires the deed to be *made* as a further security for a debt already secured. Clearly this deed is not *made* for any such purpose. I apprehend, therefore, that only an *ad valorem* stamp on 100*l*. is required.

It should seem on the authority of *Doe dem. Jarman* v. *Larder*, that the stamp would be the same although the deed contained a covenant by the mortgagor with the new mortgagee for the payment of the *whole* debt.

Should the form before stated be free from the 35s. duty, there will be no difficulty, in future cases, in evading the force of *Brown* v. *Pegg*.

I am, Sir, your obedient servant,

J. R.

ACQUITTED PRISONERS.

TO THE EDITOR OF THE LAW TIMES.

5, Basinghall-street, 6th August, 1844.

Sir,—It appears to me that the writer of the leading article in the Law Times of Saturday last has overlooked the Act 4 Geo. 4, c. 64, s. 39—it has a provision for supplying discharged prisoners with the means of returning to any place of employment; and 5 Geo. 4, c. 85, s. 22, makes further provision.

I remain yours obediently,
Geo. W. K. Potter.

Note.—Our leading article referred to the case of prisoners *acquitted*. The above statutes provide only for prisoners who have undergone their punishment.—Ed. Law Times.

SELECTIONS FROM CORRESPONDENCE.

A correspondent, who signs his communication "Pous," writes as follows:—

In your paper of the 20th inst. there is a letter from Mr. Argles referring to the certificate of chargeability of a pauper, and that as the certificate only goes as evidence of the chargeability to the day of its date, he wonders that he cannot find in any reported case that an objection has been taken as to the sufficiency of the document. For my own part, I should wonder very much if any professional gentleman, making an order of removal, would allow the chance of such an objection to be taken, for the certificate bears its own evidence on the face of it that it only refers to the *day it is issued*: it cannot do more, the other usual evidence of the overseer or relieving officer cannot be dispensed with, as to the evidence of relief, to the day of the date of the removal order. It never was intended that the certificate should supersede such evidence. But the intent of it was, in the mixed accounts of a union, to prove by a proper legal document to what parish the pauper named in the certificate was actually chargeable. It is, generally speaking, a useless, and might be a dangerous document. I never make use of it for the purpose of a removal order, but rely upon a proper statement of one of the overseers or relieving officer as to the evidence of relief. The danger of using such evidence of relief as contained in the certificate is shewn by the case of *Reg.* v. *Inhabitants of Farthinghoe*. And, from the very nature of such an objection as was taken in this case, your correspondent might rely that his point would not be overlooked if an opportunity offered.

"An Attorney" has sent us the following serious and just complaint:—

I beg to call the attention of your readers to a gross breach of the Act 6 & 7 Vict. c. 73, and also of an immense interference with our privileges as attorneys and solicitors by certain persons who call themselves accountants, but who, in fact, usurp our duties in winding up the estates of insolvent persons.

They keep a number of travellers, who are constantly employed in running about the country. They first of all go to the debtor, and produce an assignment duly prepared for execution, they get the poor debtor to execute it (they carry about a lot of these assignments in blank), they then take possession of his goods and effects, sell the same, pay themselves, and then divide the surplus amongst the creditors. When the matter does not run exactly smooth, or a creditor puts in or is about to put in an execution, they serve notices of an act of bankruptcy, &c. This is an abominable interference, and one which I trust the Profession will, to a man, at once discountenance and put down.

Two cases have just come to my knowledge, and which, but for these accountants, would have passed into my own hands as an attorney; in one of them, a very small estate indeed, the accountant's bill, which I have just seen, was 14*l*. 2*s*.!!!

I will cordially co-operate with any gentleman in putting a stop to this nuisance.

A correspondent at Broadway thus complains of the following Professional Malpractice:—

It is highly gratifying to every honourable man to find that, by your talented publication, you are endeavouring, and, I trust, not in vain, to restore the profession of the law to that position it once held, by exposing the conduct of those who are and have been so long disgracing it unnoticed.

It may, perhaps, be not altogether useless, if, through your columns, the ungentlemanly, and certainly unprofessional conduct of some of the country practitioners in this vicinity be made known; and I trust it may ere long be checked and altogether given up, or I do not see how an honest and fair member of our profession can depend on his clients or connection for support.

The facts of a case that has just occurred, bearing on this point, I will briefly state. A client of mine, holding the title-deeds of premises in mortgage to him, and which mortgage I had prepared, was called upon by an attorney's clerk, who requested my client would have the kindness to shew him the title-deeds of the property in mortgage, in order to see if *his* client could purchase a *part* of the premises—in short, to ascertain if it was *all held by one* title. Incautiously, my client, being anxious to oblige, produced the title-deeds to the clerk, who at once took from his pocket a quire of draft-paper, and commenced drawing an abstract of the title, which occupied him from nine in the morning till eight at night, although at first he said it would not require an hour's inspection!! However, twenty full sheets of draft abstract were very *quietly* and slily completed, with no other interruption than the hospitality which my client afforded the scribe during his hard day's work. I shall make no comment on such conduct as this; I fear it is *too* general in rural districts, where people are not aware of the etiquette of the Profession; nor do many of the farmers know whose duty it is to prepare the mortgage or the abstract of title.

To Readers and Correspondents.

M. L. (Braintree).—*An abstract of the "Transfer of Property Bill" will be found in our columns, and an allusion to the indecent haste in the passing of the measure in the Summary under the head* Legislator.

A Constant Reader *is informed that we never give answers to questions such as the one he proposes, deeming such a course to be unprofessional.*

Mr. Leonard James, of Wolverhampton, *has satisfactorily explained to us the circumstances under which he failed to reply to our applications respecting payment of his subscription, in consequence of which his name appeared in the list of* defaulters, *published some months ago.*

TO SUBSCRIBERS.

A Portfolio, *on a novel and convenient plan, for preserving the current numbers of the* Law Times *for ready reference, may be had at the Office, or by order of any Bookseller in the country, price 5s. 6d.*

An Alphabetical Index to the Cases in the current Volume of the Law Times *always lies at the Office for the purpose of Reference.*

THE LAW TIMES.

SATURDAY, AUGUST 10, 1844.

TO SUBSCRIBERS.

PERHAPS it is necessary again to state the arrangements by which full compensation is made to subscribers for any excess of pages the advertisements may chance to occupy beyond the two leaves regularly retained for them. Be it then understood, that a strict account is kept of all trespasses upon the reader's territory, and that as soon as he has been deprived of twelve pages, they are deemed a debt due to him, and will be paid in the shape of a gratuitous supplement of equal size. By this plan, without in the least curtailing the subscriber's supply, we are enabled to afford to advertisers any space that may be required for their announcements, and thus the interests of one are prevented from trenching upon those of the other, and abundant room is preserved for both.

The LAW TIMES is now indebted to its readers in *seven* pages, and a supplement will soon be due. Indeed, we should not have the slightest objection to give one monthly, or even weekly, should the LAW TIMES be adopted, as it is like to be, as the medium for the circulation of all the sales of property throughout the United Kingdom Last week contained a fair promise that such an honour will ultimately be conferred upon it, and therefore it is that we hasten to assure the subscribers that no number of advertisements shall deprive them of a single line of the space to which they are entitled, for supplements will be given to them, without charge, to the full extent of any excess of advertisements beyond the two outside leaves regularly appropriated to them.

PROFESSIONAL MALPRACTICES.

THE *Staffordshire Advertiser*, of Saturday last, reports the following scene at the Stafford Assizes, before Mr. Serjeant Atcherley. We cannot gather from it more than that something very wrong was done by somebody, but we are unable satisfactorily to ascertain the real culprit, so as to administer the lash with the rigour the offence deserves. We submit the case to the consideration of the Profession.

A prisoner was put into the dock and then the following scene occurred :—

When the case was called on, *Neale* said he held a brief for the prosecution in this case, and he understood his friend Mr. Owen also held a brief for the prosecution, and he should like to know who had instructed his learned friend.

Owen said the brief he held bore the names of "Roberts, Collis, and Corser," who, he understood, were respectable solicitors practising at Stourbridge, in the neighbourhood where the offence was alleged to have been committed: and he also should be glad to know by whom his friend Mr. Neale had been instructed. (A laugh.)

Neale said the name of Mr. Gilbert Brown was on his brief.

His LORDSHIP asked who was the prosecutor; and on being told his name was James Taylor, he ordered him to be called. On his appearing, his Lordship asked him what attorney he had employed? At first he said Meikle, but on being told he was the police officer, he said he had employed no attorney.

His LORDSHIP.—Do you know Mr. Gilbert Brown?

Witness.—No, my lord.

His LORDSHIP.—Do you know Mr. Thomas Whalley?

Witness.—Yes; I saw him at the hall-door on Saturday morning. I had never seen him before. He said, "I understand you have a case to be tried; have you employed a lawyer?" I replied, "No." He then said, "You can't do it without a lawyer; I shall be very glad to do it for you, and it won't cost you a ha'penny." He then asked me to go to the office with him, and he would try to get the deposition, and I might stop a week. He asked me if I could write. I told him I could not. He wrote a paper, and I put my mark to it, as he said he could not do it without a paper. He did not read it to me, and I did not understand it.

By the JUDGE (to Whalley).—Pray, sir, who are you?

Whalley.—I am clerk to Mr. Gilbert Brown.

By the JUDGE.—Where is he?

Whalley.—He is in the town. I was at the inn where the prosecutor was stopping, and was told he had an important case to bring on. I saw him at the door of the Hall, and asked him if he had any solicitor. I thought it was necessary he should have one. He said he did not understand the thing; but he gave me a retainer, which he signed, and I do not know whether I read the retainer over to him. I understand there were two solicitors named Corser, one prosecuting and one defending the case.

By the JUDGE.—You did it for the public good?

Whalley.—Yes.

By the JUDGE.—To prevent collusion?

Whalley.—I did.

Allen, who appeared for the prisoner, informed his lordship that the Mr. Collis who appeared on the brief for the prosecution lived at Stourbridge, and the Mr. Collis who was for the defence lived at Cannock, thirty miles distant from the former place.

His LORDSHIP observed, that neither of the gentlemen who appeared as counsel in the case could have known any thing of the proceeding; yet, under the circumstances, he thought Mr Owen ought to conduct the prosecution; and he hoped an inquiry would be made in another way.

His LORDSHIP having asked for and read the retainer, asked Whalley if it was in his handwriting.

Whalley.—It is, my lord.

His LORDSHIP.—Then you ought to be ashamed of yourself. *It is a disgrace to the profession, and I hope somebody will take further notice of it.* I am very glad it has arisen. With respect to the two gentlemen of the Bar, nothing can be charged upon them; and in bringing the matter before the public, they have done very properly. With respect to the part Mr. Whalley has taken, *I hope it will be taken up in another quarter.*

The case was then allowed to proceed, Mr. Owen conducting the prosecution, and Mr. Allen defending the prisoner.

ADVERTISING ATTORNEYS.

ANOTHER disgraceful specimen of this class is exhibited in the following card, which has been forwarded to us :—

MR. FOSTER,
ATTORNEY-AT-LAW,
BOLTON-STREET, BURY

CONVEYANCING.	£	s.	d.
Common lease, assignment, or mortgage	1	3	6
Club mortgage, or assignment for the benefit of creditors	1	1	0
Indenture of apprenticeship, including stamp	1	5	0

Debts and rents collected at five per cent.

SHAM LAWYERS.

THE purpose of publishing such doings as the following is to fix upon them the scrutinizing watch of the Profession, that if the doers violate the law, they may be at once subjected to its penalties.

This printed hand-bill has been distributed at the coffee-houses: —

LEGAL AND LITERARY INSTITUTE.

Through the partners, at the office of Leonard and Co. 2, Titchborn-court, Holborn, the best legal advice is obtained on every subject. Agreements are made between landlords and tenants, householders and lodgers—deeds engrossed and perfected—Parliamentary papers arranged and accounts corrected—letters written in the most appropriate terms—memorials drawn, and the works of authors criticized and prepared for the press.

Persons in any part of the empire desirous of making searches for wills, recovering legacies, seeking prize-money, pensions or back-pay, &c. may have their wants attended to, by corresponding with the partners.

N.B. The grievances of the poor are duly considered.

The following is a specimen of the threatening letter nuisance. We are informed that the writer is not an attorney. Query, might not an indictment be sustained? It would be worth the trial.

Over, 30th July, 1844.

I am desired by Messrs. Livesley and Yearsley, of Over, to apply to you for payment of the sum of 3*l.* 13s. which you are indebted to them, and to inform you that, if the same be not paid to me for their use, together with the costs of this application, as under, on or before Saturday next, I have their positive instructions to proceed against you without further delay for the recovery thereof.

I therefore trust you will pay immediate attention to this letter.

I am, Sir, yours respectfully,
R. SANDIFORD.

	£	s.	d.
Debt	3	13	0
Costs	0	3	6
Total	3	16	6

LECTURES ON MEDICAL JURISPRUDENCE.

By ALFRED S. TAYLOR.

Delivered at Guy's Hospital, 1844.

LECTURE I.

GENTLEMEN,—We now commence a course of lectures on medical jurisprudence, and, considering the short space of time allotted to these lectures, it would be an useless and unprofitable occupation of your time to detain you with any introductory remarks upon the utility of this subject as a branch of medical study, more especially as its vast usefulness is now so well understood and so universally recognized. What is the meaning of the term medical jurisprudence? By medical jurisprudence, or, as it has been sometimes called, forensic, or legal medicine, we are to understand that science which teaches the application of every branch of medical knowledge to the purposes of the law. These terms, although they are indiscriminately used, are not quite synonymous. Forensic medicine applies only to that branch of science which teaches the application of medical evidence to legal cases; but medical jurisprudence has a far more extensive and important signification, for it embraces the application of the whole range of medical science to the purposes of the law and legislation. Viewing the science in so comprehensive a light as this—and that it is a subject which cannot be circumscribed within narrower and more definite limits, I think I shall be able to establish fully in this course of lectures—it is a circumstance exciting some wonder that, as a branch of medical education, it has not been regarded with a consideration commensurate with its importance. In the lectures on medicine and surgery, the whole object of the teachers at the hospitals and medical schools of this country is directed to the diagnosis and treatment of disease in the living, while medical jurisprudence is entirely abandoned as being a matter, it is considered, which has reference only to the dead. It must be remembered that a medical man is sometimes called upon to determine whether the cause of death in a particular case is natural or violent; and for this purpose it becomes necessary for him to make an entirely new application of his professional knowledge. I know it is a difficult task to make a selection of all those cases which tend to develope the subject, and it has been asserted that such a subject cannot be taught by a course of lectures: it is true, that lectures upon this subject cannot adequately supply the place of practical experience, but oral teaching, it must be admitted, induces many to think, to reflect and observe for themselves, and a medical man may thus become acquainted with facts in medical jurisprudence which he has never before heard of, from the circumscribed nature of his professional acquirements; and then it is that he is called upon to exercise the power of comparing the inferences drawn from particular facts with those that develope themselves in practice under the same circumstances. The object of the lecturer on medical jurisprudence should be to shew what has been done, and to point out the course to be pursued in all future cases. This is all that can be accomplished by oral teaching, but it is not to be supposed that this can take the place of actual observation.

Many members of the profession have been disposed to think the subject of medical jurisprudence quite unnecessary as a branch of medical study; but let me remind you, that there are few who have been long engaged in practice who have not found themselves placed in a situation of difficulty by the accidental occurrence of cases demanding legal investi-

gation. Let us suppose, for instance, that a practitioner is called in to attend a person labouring under the effects of poison, and that, in spite of the treatment by the medical man, death ensues. Now here the functions of a medical man assume their widest application. It is impossible for an ignorant man to escape the shame and mortification which would be the unavoidable consequence of his want of knowledge when called upon to give his evidence upon many of those cases which, at the assizes throughout the country, demand from medical men the solution of questions which they alone, from their professional knowledge, are supposed to be capable of answering. Every question put by counsel relative to the general effects of poison in certain quantities, is put for the purpose of testing the extent of the knowledge of the medical witness. It may be objected, that the deceased did not die from the effects of the poison alleged to have been administered; in which case the examination will lead to an inquiry into the diseases that resemble the effects of poison—the *post mortem* appearances—the means of marking the diagnosis, and the chemical processes for the reduction of the poison. These are all matters which he will be expected to be acquainted with. Or, on the other hand, the case may be one in which a medical practitioner is called upon to assist in determining the cause of the death of a wounded person, and he must here be prepared to answer numerous questions, and state the precise character of a particular wound inflicted on the body, and what appearances it would present soon after death, —by what the wound was inflicted?—was it by design, or did it occur accidentally?—could the individual have moved after the infliction of the wound? and are certain stains found on the clothes of the accused marks of effused blood? These are the questions which the practitioner is often called upon to answer, and unless they are properly answered, when public necessity occurs, a guilty man may escape punishment, and an innocent man may be convicted. The character of the medical witness, too, is involved in his capability to answer these questions, for if he display ignorance upon these points, whatever may be his qualifications in other respects as a surgeon, they will not shelter him, under these circumstances, from universal reprobation. All his qualifications are overlooked in his ignorance of the subject of legal medicine.

The cases that call for the performance of those duties required at the hands of a medical jurist are of accidental occurrence; the practitioner may be living at a most remote corner of the kingdom, and he may be suddenly required to make his appearance at a trial; under these circumstances, it is scarcely possible that he can avoid exposing himself to public disgrace, if, in answer to the question "Have you ever attended to or thought of this subject?" he is compelled to answer in the negative.

I have endeavoured to avoid overdrawing these facts, but their truth is recognized by all those engaged in practice. In our courts of law, many of those lamentable exposures which have frequently taken place might have been avoided if the witnesses had availed themselves of the opportunities afforded them of applying their knowledge, and had been guided by the principles of medical jurisprudence. These remarks are not, of course, applicable to those who have given a previous attention to the subject, and honourably is their position contrasted with that of those to whom these observations are particularly addressed. If one circumstance more than another would shew how important it is for a medical practitioner to be properly qualified to meet the various emergencies in which he may be placed, it would be the fact, that of late years lawyers have acquired a great deal of medical knowledge, and that in the numerous cases of child murder, and poisoning, and other causes of death that have come before our courts of law, the barristers engaged on the trials have displayed a complete mastery of the use of technical terms. The counsel engaged in criminal cases are well acquainted with the works of Christison, Beck, and other standard medical works, which they use with remarkable accuracy and acuteness, and he must be a clever witness who is able, in cross-examination, to compete with the medical knowledge thus often acquired by the examiner.

A remarkable trial took place in the spring of 1843 (the case of *The Queen* v. *Mary Hunter*), in which the medical witnesses were examined very closely by the counsel as to the effects of poison on the human body; and this case shews very clearly that it must not be supposed that a witness can always escape the searching questions of the bar and the bench. As this trial presents some points of considerable interest, I will repeat some of it, in order to shew what kind of examination a medical witness has now to go through. In this case, the prisoner was accused of having poisoned her husband, and the circumstantial evidence was very strong against her. The symptoms during life, and the *post mortem* appearances found on the body of the deceased, bore a very strong presumption that death had taken place by poison; yet, after a most careful examination of the body, no trace of arsenic could be found. The chemical evidence in this case is very important, and shews that the judges are very unwilling to act upon such evidence as was there adduced. Mr. Baron Parke examined Mr. Dyson, a surgeon; and criticized his answers very severely. The witness was asked how it was that arsenic was not present in the body of the deceased, and he answered that question by saying, "The absence of arsenic may be accounted for by its having been evacuated by vomiting or purging, or by its having been absorbed into the system. I think it might be thus got rid of in three days and nights. It might have required a week or two, or more, to carry off all traces from the flesh."

"Parke, B.—If a piece of flesh were cut off, supposing arsenic to have been absorbed, could it not be discovered by submitting the flesh to chemical analysis?

"*Witness.*—The French chemists have discovered it in flesh, but I was not aware of it when I made the examination.

"*By Wilkins.* The arsenic might have been carried off by insensible perspiration, and other means in progress for its elimination, in the course of two or three days.

"Parke, B.—Do you mean to say that all traces of arsenic would be likely to be carried away, if taken at six o'clock on Friday night, if the person died on Monday morning?

"*Witness.*—All from the stomach and bowels.

"Parke, B. But from the flesh?

"*Witness.*—I cannot tell.

"Parke, B.—Was the flesh examined?

"*Witness.*—No, my lord.

"*By Wilkins.*—I have read Christison and Orfila, and my reading as well as my experience confirms these opinions."

Then he was further questioned on these points, and said—

"Arsenic is soluble to the extent of 77 parts in 1,000 of hot water. I account for its disappearance from its having been given in solution. In the six cases I have examined arsenic was found, but in every case the arsenic was given in substance; the quantity varied from a quarter of an ounce to an ounce. Thirty grains would be enough to kill an adult.

"*Pollock.*—But how much of thirty grains would six or seven spoonfuls of milk-porridge dissolve?

"*Witness.*—The whole of it.

"*Pollock.*—Dissolve, not suspend?

"*Witness.*—It will, if hot, dissolve as much more; it will dissolve as much again in hot as in cold milk. I take the *data* of chemists. The medicines given (it appears carbonate of potash and carbonate of ammonia had been given) would promote its removal, by rendering the arsenic more soluble by forming arsenite of potash and ammonia.

"*Pollock.*—But would they have that effect if given with lemon juice?

"*Witness.*—It would depend on the affinity of the acids for the alkalies?

"*Pollock.*—And which has the stronger affinity?

"*Witness.*—I do not know. There was destruction of the mucous coat of those parts which natural disease seldom affects. The jejunum is rarely affected in natural disease; in this case it was much affected; there was softening of the mucous membrane. Inflammatory patches might occur from natural disease in the stomach, but not in the jejunum. The extent of the diseased appearances depends upon the time of death from the time of taking the poison; when life is protracted, arsenic produces more extensive local effects than natural disease. I noticed the spots of extravasated blood at the inspection, and would have mentioned them at the inquest, but was requested not to give the particulars; they are mentioned in the report within a week after the inspection.

"Parke, B.—Not written at the time?

"*Witness.*—No, my lord; a week after. Arsenic boiled in milk does not perceptibly alter its taste. It has not an acrid taste in the mouth, but if swallowed, as soon as it passed the gullet a sense of heat would be felt."

Then a lecturer on chemistry is called to give his analysis, and he said—"After a most accurate investigation, having subjected the contents of the stomach and the intestines, both separately and conjointly, not only to four or five different tests, but also applied those expedients for the reduction of the metal which would be decisive that the metal had been present, I found no poison whatever. There were no traces of arsenic whatever. I applied the sulphurated-hydrogen test, nitrate of silver, Marsh's test, and the reduction by the black flux. I did not find any powder at all. I did not find any thing in the porridge. Alkalies and carbonated alkalies will dissolve arsenic in the stomach. I do not know of such a case from my own knowledge, but from the highest authority I know some striking cases." Then he is cross-examined, and says, "I can hardly say what is the smallest portion of arsenic I could have discovered; but I could discover one part in one hundred thousand parts, and think it probable in several hundred thousand parts could have discovered a very small portion of a grain, had it been present. I think if any had been present I could have discovered it. I have a high opinion of Marsh's test, which I tried. Much smaller than the ten-thousandth part of a grain would be visible by that test, and I know from the testimony of a distinguished chemist that one millionth part of a grain has been rendered visible."

You see here the peculiarity of the answer, that smaller than the ten-thousandth, and even the millionth, part of a grain would be visible by Marsh's test. Now here, unfortunately, the evidence of the witness was misunderstood, for the judge interpreted the answer as signifying that the one-millionth part of a grain might be readily *detected*, whereas the witness merely said that so small a quantity might be rendered visible. It is certain that you may render visible a quantity considerably less than the millionth part of a grain of arsenic, but it does not follow that we should be able to procure chemical evidence of the presence of the poison where so minute a proportion is present. If not more than the millionth of a grain of arsenic were contained in a liquid, it is probable that Marsh's test would give no sublimate whatever. At a subsequent part of the trial, the judge asked the following question of another witness: "Would the absorption so clearly remove the arsenic that it would be impossible to discover the one-millionth part of a grain?" and the answer was, "I think the arsenic might be completely removed."

Now, chiefly in consequence of this want of chemical evidence, the prisoner was acquitted; there was considerable ingenuity displayed in the defence, which was, that disease might have accounted for the symptoms, and also the *post mortem* appearances.

There was another very interesting case that came last winter before the Court of Justiciary at Edinburgh—the case of Mrs. Gilmour, charged with poisoning her husband, in which the examination turned upon the applicability of a certain test brought into England very lately, for discovering a very minute quantity of the poison by reduction to the metallic state (Reinsch's test). I mention these facts to shew that lawyers, barristers, and judges are quite aware of the progress of medical knowledge, and that that witness must be in an unfortunate position who is obliged to confess himself less informed on such subjects than those who do not belong to his profession.

It has been already stated that medical jurisprudence consists *in a selection of facts and the proper application of medical facts to the solution of any given legal question.* It is, as will be readily inferred, a science of considerable extent, embracing in its scope anatomy, surgery, medicine, pathology, chemistry, botany, and other sciences, in fact, we might bring in every science. The materials which make up the knowledge required by a medical jurist to enable him to answer satisfactorily the questions which may be put to him in his professional character, are to be found scattered through all sciences, and it is therefore necessary that he should have an average knowledge, not merely of his own individual profession, but of those subjects which are collateral to it, and fall under the peculiar province of medical jurisprudence. This kind of knowledge the lawyer has to acquire; and how much more incumbent is it, therefore, upon the medical man to acquire it. The science

of medical jurisprudence must be based upon other sciences, the facts and principles of which must be assorted, selected, and moulded into shape before they can be applied to any given purpose. The celebrated John Hunter, who stood at the head of his profession,—none exceeded him in industry and experience,—yet this great man, when called upon to give some evidence at a trial in 1782, was obliged to confess himself unable to give any satisfactory answers to the questions put to him. I refer to the case of Captain Donellan, who was convicted and executed for the murder of Sir T. Baughton, and with regard to whom, at the present time, an opinion prevails among some that he was improperly executed. In the time of John Hunter medical jurisprudence was unknown, though something analogous to it was required to fit a man to act as a witness in a court of law.

The first professorship of medical jurisprudence was founded about forty years ago at Edinburgh, but it is only within the last fifteen years that it has received any share of public attention in this country, and even now, in the profession, there are many who are quite unable to give a definition of it, or to state its objects. The subject has received a far greater attention in the public institutions and universities on the continent than it has in England. In determining the order in which to bring this subject before you, I have considered it best to take, first of all, those cases that are of daily and almost hourly occurrence, leaving those subjects which are of less importance to be considered when we have disposed of those which have the strongest claims on our attention. No particular classification of the cases can be adopted, but they will come before us in the order of their importance: murder by poisoning and by wounding, manslaughter and child murder, constitute the majority of the cases that come before the tribunals of this country, and those are the subjects to which the student should first apply himself. I propose to commence with the subject of poisoning. As a sort of guide I have drawn up a table of the average number of medico-legal cases of accident, suicide, or homicide, which will be found to be tolerably near the truth. Taking 100 cases in which medical evidence is required, they will be found to be in about the following proportions:—

Poisoning	45
Wounds and personal injuries	35
Infanticide	10
All other cases	10
	100

With regard to the frequency of such cases, the following table is taken from the Parliamentary Reports, made in 1834, and shew that medico-legal cases are very numerous, and that they vary in the following proportions in the United Kingdom:—

England and Wales	473
Scotland	46
Ireland	694

Probably no crime is so frequent as that of poisoning, and there is none which requires from a witness so wide an acquaintance with the various branches of medical study. Anatomy, chemistry, pathology, and medicine are here absolutely demanded. It is on these sciences that what is called toxicology is based. There is great reason to suspect that, in spite of the many improvements that have lately taken place in toxicology, the crime of poisoning is much more frequent than it is supposed to be; and, under the present mode of conducting coroners' inquests, allowing the inspection of the body to be made by those who are often incompetent to determine the real cause of death, it is probable that many of those cases in which the juries by their verdicts pronounce the deaths to arise from natural causes, are really deaths by poisoning. This may partly arise from the occasional difficulty of detecting cases of poisoning. The symptoms are commonly so clear, that it may be said a *post mortem* examination is not always required; but there should be an inspection in every case in which an inquisition is held, otherwise the determination of the real cause of death is extremely doubtful. The great error of the present system is, that an inspection of the body is not ordered until there is suspicion; whereas a careful inspection of the body itself would in very many cases lead to a suspicion, which might otherwise never be entertained. This is no exaggerated statement, when we consider the frequent exhumations of the dead which take place after the lapse of weeks, and, in some cases, even of years, and, on inspection, poison has been found in the body of the deceased, though at the inquest, in every case, the verdict may have been one of "death from natural causes." There was a remarkable case of poisoning at the Lancaster assizes in 1843, where a woman was tried upon a charge of murder by poisoning; she was tried upon one charge, but it came out in the evidence that the woman had murdered several children in succession—six of her own children, one after another, and then poisoned her husband. With regard to the children, she murdered them for the horrid purpose of obtaining the burial-money.* Now in these cases inquests had been held; but had the first case been examined properly, the rest might have escaped with their lives. We hear it continually said that inquests should not be held unless there be suspicion existing. I do not mean to say that *every* dead body is to be examined on the spot; my meaning is this, that every dead body that really requires a coroner's inquest to be held, requires it to be conducted in a proper and strict manner, with a real endeavour to ascertain the cause of death by a medical inspection.

It is difficult to arrive at an exact knowledge of the number of deaths that take place annually in the United Kingdom in which poisoning is the cause, but they cannot be less than from 300 to 400. In 1837-38, a printed return was laid before Parliament, from all the coroners in England and Wales, of the inquests held in these years upon individuals whose deaths had been caused by poison; it is as follows:—

Opium:—		
Laudanum	134	
Opium	42	
Other preparations	21	196
Arsenic		185
Sulphuric acid		32
Prussic acid		27
Oxalic acid		19
Corrosive sublimate and mercury		15
Mixed or compound poisoning		14
Oil of bitter almonds		4
Poisonous mushrooms		4
Colchicum, nux vomica (of each 3)		6
Nitric acid, caustic alkali, tartar emetic, acetate of morphia, strichnia, deadly nightshade, aconite (of each 2)		14
Bichromate of potash, nitrate of silver, Goulard's extract, sulph. iron, mur. tin, hellebore, castor oil seeds, savin, hemlock, cantharides, cayenne pepper (of each 1)		11
		527
Unknown		14
		541

But this does not include the cases of attempted poisoning, in which the individuals have recovered. This is the first authentic table that gives us any account of the relative number of deaths from poison; and by this return it will be seen that the greater number of deaths, which have been chiefly among children and young persons, have been from opium; arsenic comes next in frequency as a criminal cause of death.

* See also the case of *Reg.* v. *Joyce*, Midland Cir. Lincoln, July 22, 1844.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

BEST ON PRESUMPTIONS OF LAW AND FACT.

(*Continued from page* 315.)

The next class of presumptions is that of *conflicting* presumptions, a subject almost entirely neglected by writers on English law, but which the civilians have defined by several rules, such as—

I. That special presumptions take precedence of general ones, founded on the principle that, as all general inferences are rebuttable by positive evidence, they will naturally be affected by that which comes the nearest to direct proof.

II. Presumptions derived from the ordinary course of nature are stronger than casual presumptions; a rule, the reason of which is obvious.

III. Presumptions are favoured which tend to give validity to acts; such as the presumption of appointment to an office from the fact of the party acting as such officer.

IV. The presumption of innocence is favoured in law. This is illustrated by the case of *R.* v. *The Inhabitants of Twyning* (2 B. & Ald. 386),

"Which is certainly one of the leading authorities on the subject of conflicting presumptions: it appeared by a case sent up from the sessions that the wife of a person, who enlisted and went abroad as a soldier, and was never afterwards heard of, had married in a little more than twelve months after his departure. On this evidence the Court of Queen's Bench, consisting of Bayley and Best, JJ. held that the issue of the second marriage ought to be presumed legitimate; and the former learned judge observes, 'This is a case of conflicting presumptions, and the question is, which is to prevail? The law presumes the continuance of life [for seven years]; but it also presumes against the commission of crime, and that even in civil cases, until the contrary be proved. Are we to presume that the first husband was alive? If the female had been indicted for bigamy, the evidence would clearly not be sufficient. In that case the first husband must have been proved to have been alive at the time of the second marriage. It is contended that his death ought to have been proved; but the answer is, that the presumption of law is, that he was not alive, when the consequence of his being so is that another person has committed a criminal act. I think, therefore, that the sessions decided right in holding the second marriage to have been valid, unless proof had been given that the first husband was alive at the time.'"

We now come to

PART II.

On particular Presumptions of Law and Fact.

I. The subjects of the law are presumed to be acquainted with the law.

II. It is a *præsumptio juris*, running through the whole law of England, that no person shall, in the absence of criminative proof, be supposed to have committed any violation of the law.

III. No presumption will arise against the plaintiff's demand in civil cases; but where the case is left in such a state that it is necessary to presume one way or the other, the law will rather assist by its presumption the party entitled to exact the proof, than the party on whom it is incumbent to give it. And it is a branch of this rule, that doubtful instruments or acts shall, if possible, be construed so as to have a lawful meaning.

IV. All persons are presumed to have duly discharged any duty imposed on them either by the written or unwritten law.

V. It is a principle of law, that "*Odiosa et inhonesta non sunt in lege præsumenda.*" Therefore fraud is never presumed, and legitimacy is always so, and so forth

VI. Cruel, oppressive, or tortious conduct will not be presumed.

VII. Neither will want of religious belief or irreligious conduct.

The next presumption that claims notice is that embodied in the important maxim, "*Omnia præsumuntur ritè esse acta.*" On this Mr. BEST remarks:—

"The important maxim which stands at the head of this chapter must not be understood as of universal application.(*a*) The extent to which courts of justice will presume in support of acts depends very much on whether they are favoured or not by law, and also on the nature of the fact required to be presumed. The true principle intended to be conveyed by the rule '*omnia præsumuntur ritè esse acta*,' seems to be, that there is a general disposition in courts of justice to uphold judicial and other acts, rather than to render them inoperative, and with this view,—where there is general evidence of acts having been legally and regularly done, to dispense with proof of circumstances, strictly speaking, essential to the validity of those acts, and by which they were probably accompanied in most instances, although in others the assumption may rest on grounds of public policy.

"*General view of the subject.*—Taking a general view of the subject, the acts or things thus presumed are divisible into three classes. 1. Where, from the existence of a posterior act or acts in a supposed chain of events, the existence of *prior* acts in the chain are inferred or assumed,—*ubi priora præsumuntur à posterioribus*,(*b*)—as where a prescriptive right or grant is inferred from modern enjoyment. 2. Where the existence of the *posterior* act is inferred from that of prior acts;

(*a*) Many of our legal maxims are expressed with too great a degree of generality, e. g. *omnia* præsumuntur ritè acta; *omnia* præsumuntur contra spoliatorem; *omnis* innovatio *plus* novitate perturbat quam utilitate prodest. (2 Bulst. 338.) "*Omnis* definitio in lege periculosa." (Pigott on Rec. 2, &c.) If definitions are dangerous in law, universal propositions are not less so.

(*b*) 3 Benth. Jud. Ev. 213.

as where the sealing and delivery of a deed purporting to be signed, sealed, and delivered are inferred on proof of the signing only —*præsumuntur posteriora à prioribus.*(b) This is manifestly the converse of the former, and, as a general rule, the presumption is much weaker.(c) 3. Where *intermediate* proceedings are presumed — '*probatis extremis præsumuntur media,*' (d)—as where livery of seisin is presumed on proof of a feoffment, and twenty years' enjoyment under it; (e) or where a jury are directed to presume mesne assignments." (f)

He then reviews the cases bearing upon it, which he considers, 1st, with reference to official appointments; 2ndly, to judicial proceedings; 3rdly, to the execution of instruments, acts of parties, or other matters *in pais*.

Presumptions from possession and user come next to be considered. Possession is *primâ facie* evidence of property. Most systems of jurisprudence recognize a title by *prescription*, or undisturbed user for a time fixed by law. Customary rights differ from prescriptive in this, that the former are usages applicable to a district or number of persons, while the latter are rights claimed by one or more individuals, as existing either in themselves and their ancestors, or as annexed to particular property.

Numerous important presumptions of facts are made in support of title or beneficial enjoyment.

"The general principle governing this subject is thus clearly stated by Tindal, C. J. in *Doe dem. Hammond* v. *Cooke* (6 Bing. 179). (See, also, Greenleaf, L. E. art. 46, p. 52; 3 Stark. Ev. 935, 3rd ed.): 'No case can be put in which any presumption (semble, any *artificial* presumption) has been made, except where a title has been shewn by the party who calls for the presumption, good in substance, but wanting some collateral matter to make it complete in point of form. In such cases, where the possession is shewn to have been consistent with the fact directed to be presumed, and in such cases only, has it ever been allowed.' Presumptions of this kind are entitled to additional weight, if the possession would otherwise be unlawful, or incapable of satisfactory explanation. (Greenleaf, L. E. art. 46, p. 51.) On the other hand, the terms in which the presumption will be brought under the notice of the jury are considerably influenced by the nature of the document or other matter to be presumed, the facility or difficulty of adducing more direct proof, and also by the right in question being one favoured or not by law."

There is hardly a species of act or document public or private, that will not be presumed in support of possession.

"*Conveyances by trustees. General rule.*—Under this head comes the important doctrine of the presumption of conveyances by trustees. It is a general rule, that, whenever trustees ought to convey to the beneficial owner, it should be left to the jury to presume that they have so conveyed, whenever such presumption can reasonably be made.(g) This rule has been established to prevent just titles from being defeated by mere matter of form, but it is not easy to determine the practical extent of it. It may, however, be stated generally, that the presumption ought to be one in favour of the owner of the inheritance, and not one against his interest; (h) and the rule is subject to this further limitation, that the presumption cannot be called for where it would be a breach of trust in the trustee to make the conveyance.(i) On the same principle, re-conveyances from the trustees to the *cestui que* trust will be presumed,(k) as also will, under proper circumstances, conveyances from old to new trustees."(l)

The question as to the presumption of a surrender of a term is treated by Mr. Best at great length; but it has been so elaborately handled in the important case of *Lyon* v. *Reed*, reported *verbatim* in the Law Times (vol. 3, p. 302), that the reader is referred thither for the surest information. Upon all this class of cases Mr. Best observes:—

"Whether, in cases of this nature, the jury are bound to *believe* in the fact which they profess to find, has been made a question, and there certainly are authorities both ways. Mr. Starkie thus expresses himself on the point: 'These presumptions are the mere artificial creatures of law, depending *entirely* on considerations of legal policy and convenience; they are *pure legal rules*, the jury being, for this purpose, mere passive instruments in the hands of the Court.' (3 Stark. Ev. 918, 3rd ed.) It is hardly correct to say that these presumptions are 'pure legal rules;' they are of a mixed nature, resting partly on their intrinsic probability, and partly on legal expediency, and, indeed, the same author, in another place, says, 'The very mention of the proposition is absurd, that a jury, who are bound by their oath to pronounce according to the evidence, should decide contrary to their solemn conviction, on any collateral suggestion of convenience, as, for instance, because a purchaser is a *bonâ fide*, either in a court of law or equity. (3 Stark. Ev. 926, n.) It is beyond all question that the practice of advising juries to make artificial presumptions has been carried too far.(m) Indeed, Richards, C. B. is reported to have said, that he never desired a jury to presume when he did not believe himself (*Doe dem. Newman* v. *Putland*, 3 Sugd. V. & P. 61); and a similar opinion has been expressed in another case by Bayley, B. (*Day* v. *Williams*, 2 C. & J. 461.) This is going a great way: the learned judge might fairly be asked, whether they would think it necessary to believe in the surrender of a satisfied term, set up by a mortgagor against his mortgagee, before they would advise a jury to presume it surrendered. Upon the whole, it may, perhaps, be safely laid down, that, as in all presumptions of this nature legal considerations more or less predominate, the jury ought to find as advised by the judge, unless the fact appear absurd or grossly improbable, in which case he ought not to advise them to find, so neither ought they to find it."

We pause here for the present, again recommending the volume itself to the attention of the student who desires to master the *science* as well as the *practice* of the law.

(b) 3 Benth. Jud. Ev. 213.

(c) *Ib.* "In every natural series of events," observes Mr. Bentham, "facts posterior and prior are naturally evidentiary of each other. The probative force of posterior events in regard to prior ones is naturally much stronger than that of prior events with regard to posterior ones. In all human affairs, execution is better evidence of design than design of execution. Why? Because human designs are so often frustrated." (Id. 215, 216.)

(d) Greenl. L. E. art. 20, p. 21.

(e) Doe *v.* Marquis of Cleveland, 9 B. & C. 864; Rex *v.* Lloyd, Wightw. 123; Isack *v.* Clarke, 1 Ro. R. 132.

(f) Earl dem. Goodwin *v.* Baxter, 2 W. Bl. 1228, White *v.* Foljambe, 11 Ves. 350.

(g) 3 Sugd. V. & P. 25, 42, 43, 10th ed.; Greenl. L. E. 52, art. 46; Doe dem. Bowerman *v.* Sybourn, 7 T. R. 3; Keene dem. Byron *v.* Deardon, 8 East, 263, 266; Viscountess Stafford *v.* Llewellin, Skinn. 77; Goodtitle dem. Jones *v.* Jones, 7 T. R. 49; Doe dem. Reede *v.* Reeue, 8 T. R. 122; R. *v.* Upton Gray, 10 B. & C. 807, per Parke, B.; England dem. Syburn *v.* Slade, 4 T. R. 682; Wilson *v.* Allen, 1 Jac. & W. 620.

(h) 1 Phill. & Am. Ev. 476; Doe dem. Graham *v.* Scott, 11 East, 483; Doe dem. Burdett *v.* Wrighte, 2 B. & A. 720.

(i) 1 Phill. & Am. Ev. 476; Keene dem. Byron *v.* Deardon, 8 East, 267.

(k) Doe dem. Reede *v.* Reede, 8 T. R. 122; Hillary *v.* Waller, 12 Ves. 250, 251. See 2 Sugd. Vend. & Pur. 196, 10th ed.

(l) Roe dem. Eberall *v.* Lowe, 1 H. Bl. 446.

(m) Doe dem. Fenwick *v.* Read, 5 B. & A. 232 and Day *v.* Williams, 2 C. & J. 460.

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Three freehold houses and shops in Chapel-street, Stockwell, let at 82*l*. per annum—820*l*.

A freehold estate, comprising the manor of Milton, a good residence, and about 600 acres of superior arable, meadow, pasture, orchard, and wood land, situate in the parishes of Pembridge and Byton, Hereford, let on lease at 945*l*. per annum—26,400*l*.

Buckingham Villa, a beautiful property situate at Ryde, in the Isle of Wight, with upwards of six acres of lawn, gardens, and pleasure-grounds, extending to the sea; held for 90 years from June 1842, at a ground-rent of 50*l*. 10s. per annum—4,000*l*.

By Messrs. FULLER and MARSH.

A freehold estate, known as the Mill Wall Iron Works, on the banks of the River Thames, having a water side frontage of 246 feet—11,000*l*.

A copyhold property, situate at Brentford, Middlesex, comprising a residence, with garden, &c., containing 1r. 11p., forming an island abutting on the Grand Junction Canal and the river Brent, subject to a rent-charge of 6*l*. per annum—355*l*.

Two pieces of meadow and pasture land, near the above, containing 3a. 1r.—140*l*.

The contingent reversionary interest in a legacy of 500*l*. on the death of a lady now 71 years of age—200*l*.

The reversionary interest to one moiety of 1106*l*. Three per Cent. Consols, on the death of a lady in the 63rd year of her age; also a policy for 250*l*. in the Licensed Victuallers' Society, on the joint lives of the vendors, aged 35 and 33; premium 10*l*. 8s. 9d.—39*l*.

The absolute reversion to 1,666*l*. 13s. 4d. Three per Cent. Consols, payable on the decease of a lady in the 71st year of her age.—1,300*l*.

Twenty shares of 120*l*. each, 30*l*. per share called and paid, in Asylum Office—60*l*. per share.

By Messrs. VENTUM and HUGHES.

The property of the late Mr. William Lancefield, deceased, situate at Camberwell, Peckham-rye, and Dulwich, Surrey, sold pursuant to an order of the Court of Chancery, made in the causes between "Richard Lancefield Garratt and others v. Harriett Lancefield and others," and between "Richard Lancefield Garratt and others v. Francis Drake and others," divided into seven lots, as follows, viz.:—

Two freehold houses, one No. 7, in the Grove, Camberwell, and the other fronting Grove House—920*l.*

Two leasehold houses, being Nos. 8 and 9, Clarendon-terrace, Camberwell New-road, let at 74*l.*, held for 61 years, from Midsummer-day last, at a rent of 9*l.* 13s. per annum—710*l.*

Two ditto, Nos. 13 and 14, let at 70*l.* per annum; held for the same term, at 9*l.* 15s. per annum—770*l.*

Four ditto, being Nos. 5, 6, 7, and 8, Cleveland-place, Camberwell New-road, let at 110*l.* per annum, held for 61 years from June next, at 11*l.* 1s. 4d. per annum—950*l.*

Two houses, with coach-houses and stables behind, situate on the north side of the road leading from Camberwell-green to the parish church, let at 140*l.* held for 38 years from March last, at 27*l.* 6s. per annum; also a house, adjoining the Gipsy House at Peckham-rye, let at 19*l.* 19s held for 44½ years from January 1817, at a peppercorn—910*l.*

A house situate at Bidley's-corner, on the west side of Dulwich-common; held for 31 years from March last, at a ground-rent of 20*l.*—225*l.*

Three houses fronting the High-street, Camberwell; also fifteen messuages, called Bloxham's-buildings, let at 173*l.* per annum; held for 61 years from March 1788, at 70*l.* per annum—500*l.*

Two copyhold residences, Nos 23 and 24, Stepney-green—800*l.*

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Gazette, Aug. 2.

Alderson, T. D. pewterer, third, 2s. Graham, London.—*Armann* and *Christ*, merchants, first and second, 2s. 0½d. to new proofs; third and second on all proofs. Graham, London.—*Bettison*, S wine merchant, first, 3s. 1d. Valpy, Birmingham.—*Bentley*, T. cloth manufacturer, first and final, 1s. 5d. Young, Leeds. *Chapman*, J hosier final, 1s. 2½d. Turner, Liverpool.—*Churchill*, S. scrivener, first, 1s. on new proofs; second, 2s. on all proofs. Graham, London.—*Elliott*, I. merchant. second and final, 1s. 2½d. Young, Leeds.—*Harford* and *Co.* ironmasters, second, W. W. Davies, 10s. and first, Harford, 2s. Hutton, Bristol.—*Howarth*, J. cotton spinner, first 5s. 7d. Pott, Manchester.—*Johnson* and *Co.* grocers, 6s. 4d. Valpy, Birmingham.—*Lynton*, J. innkeeper, second, 4½d. Graham, London.—*Mason* and *Scott*, booksellers, first, 7s. on new proofs, second, 6d. on all proofs. Graham, London.—*Mennell*, T. cloth merchant, second, 8d. Young Leeds—*Mills*, W. upholsterer, 4s. 7d. Valpy, Birmingham.—*Parker* and *Co* bankers, second, 2s. 6d. Freeman, Leeds.—*Price* and *Co.* bankers, third, 1s. Christie, Birmingham. *Rogers*, S. earthenware manufacturer, third, 1s 10d. Valpy, Birmingham—*Showell*, J. W. bookseller, further, 6d Bittleston, Birmingham—*Spunk*, T farmer, first, 3½d. Freeman, Leeds.—*White* and *Co.* machine makers, final, 5s. 9d to new proofs. Young, Leeds.—*Whitmore* and *Co.* bankers, fourth, 3s. 6d. Belcher, London.—*Williams* and *Co.* merchants, seventh, 3d. Graham, London.—*Wornton*, T hosier, second, 3½d. Valpy, Birmingham.

Insolvents' Estates.

Worthington, G. H. captain, Gloucester—10d.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, Aug. 2.

Charlesworth, W. G. druggist, Chesterfield, July 19. Trusts H. Hall, joiner, and J. Nicholson, auctioneer, both of Chesterfield. Sol. Clarke, Chesterfield—*Ford*, A. C. tea dealer, Eastbourne, July 26. Trusts. C. Caplen, linen draper, Midhurst, and E. Wardroper, gent. same place. Sol. Johnson, Midhurst.—*Green*, T. and *Burton*, T. tea-dealers, Queen-st.-place, May 31. Trusts. E. B. Venn, esq. Preston, near Ipswich, C. P. Bousfield, merchant, Cheapside, and P. Green, gent. St. Ann's-place, Brixton. Sol. Lepard, Cloak-lane.—*Roberts*, T. baker, Ridgmount, Bedfordshire, July 5. Trusts. W. Bright. innkeeper, Ampthill, and J. Barber, victualler, Ridgmount Sol. Handscomb, Ampthill.—*Woodward*, R. farmer and timber merchant, Norcote brook, Cheshire, July 15. Trusts. W. Okell, draper, and J. Okell, gent. both of Liverpool. Sols. Wagstaff, Warrington, and Tyrer, Liverpool.

Gazette, Aug. 6.

Divers, W. H. miller, Teynham, Kent, July 18. Trusts. H. W. Matson, Bapchild, and W. Roper, Teynham, farmers. Sols. Jefferys and Bathurst, Faversham.—*Goodman*, T. woollen draper, Printing-house-yard, City of London, July 30. Trusts. W. Barraclough, merchant, Halifax, J. Hanson, Wood-st. and J. W. Gabriel, Basinghall-st. warehousemen Sols. Messrs. Sole, Aldermanbury.—*Henderson*, J. shoe maker, Queen's head-row, Newington, and Brighton-house, Clapham-com. July 18. Trusts. W. Upton, shoe mercer, Gerrard-st. Soho, S. H. Heath, shoe factor, Giltspur-st. and E. Heath, currier, Bridge-house-place, Southwark. Sol. Chester, Blackfriars-road.

DECLARATIONS OF INSOLVENCY.

Gazette, Aug. 2.

Kreisa, B. A. tailor (filed Aug. 2), Charlotte-st. Fitzroy-square.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, Aug. 2.

Andrew, John, gentleman, Maryport, Cumberland, Aug. 9, at twelve, Sept. 17, at two, Newcastle, Com. Ellison; Wakley, off. ass.; Tyson, Maryport, Cram, Newcastle, and Gregory and Co. Bedford-row, sols. Date of fiat, July 18. W. Graham, farmer, Douglas, Isle of Man, pet. cr.

Bond, Charles, leather seller and boot and shoe maker, Cambridge, Aug. 8, at half-past ten, Sept. 11, at twelve, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Jenkinson, Cannon-st. sol. Date of fiat, July 29. C. F. Sale, leather seller, Gun-alley, Bermondsey, pet. cr.

Bright, Benjamin, licensed victualler, silversmith, and jeweller, Aug. 14, at one, Sept. 13, at eleven, Basinghall-st. Com. Goulburn; Follett, off. ass.; Shaw, Basing-lane, sol. Date of fiat, Aug. 1. J. Osmond and J. Seabrook, wine-merchants, Rood-lane, pet. crs.

Heron, James, ship owner and ship broker, South Blyth, Northumberland, Aug. 9, at half-past two, Sept. 17, at half-past one, Newcastle, Com. Ellison; Baker, off. ass.; Wheldon, North Shields, and Crosby and Compton, Church-ct. Old Jewry, sols. Date of fiat, July 23. H. and E. Richardson, farmers, Warksworth, Northumberland, pet. crs.

Heron, Edward, ship owner and butcher, South Blyth, Northumberland, Aug. 9, at two, Sept. 17, at one, Newcastle, Com. Ellison, Baker, off. ass.; Wheldon, North Shields, and Crosby and Compton, Church-ct. Old Jewry, sols. Date of fiat, July 23. H. and E. Richardson, farmers, Warksworth, Northumberland, pet crs.

Kemp, Thomas, and Davies, Richard, builders, Moseley-st. Aston, nigh Birmingham, Aug. 15 and Sept. 10, at eleven, Birmingham, Com. Daniell, Bittleston, off. ass.; Tarleton, Birmingham, sol. Date of fiat, July 25. G. Richards, plumber and glazier, Aston, pet. cr.

May, William, Liverpool, Lancashire, and New Ferry, Cheshire, some time since carrying on business, in Liverpool aforesaid, in copartnership with one George Atkinson, under the style or firm of May and Atkinson, provision merchants, afterwards carrying on business, in Liverpool aforesaid, in copartnership with one Henry Campion Thompson, under the style or firm of May and Thompson, wine merchants, and afterwards carrying on business alone as a spirit merchant, in Liverpool aforesaid, and since carrying on business alone, in Liverpool aforesaid, as a commission agent, Aug. 13 and Sept. 13, at twelve, Liverpool, Com Ludlow; Turner, off ass.; Jay, Serjeant's-inn, and Brown, Liverpool, sols. Date of fiat, July 21. A. Bateman, confectioner, Ulverstone, pet. cr.

Tregear Ann, and Lewis, Thomas Crump, piano forte, print, and music sellers, No. 66 Cheapside, Aug 9, at half past ten, Sept 11, at one, Com Fonblanque; Belcher, off. ass; Lawrance and Plews, Bucklersbury, sols. Date of fiat, July 31. — Davis, importer of fancy goods, New-gate-street, pet. cr.

Walker, Edward, auctioneer, upholsterer, cabinet maker, Newman-st. Oxford-st. Middlesex Aug. 9, at two, Sept. 10, at eleven, Basinghall-st Com. Fane, Alsager, off ass.; Church, Spital-square, sol. Date of fiat, July 31. E A Skeen, timber merchant, Montague-st. Spitalfields, pet cr.

Willis, James, green grocer and fruiterer, 1, Spring-st. Portman-square, Middlesex, Aug. 12, at twelve, Sept. 11, at two, Basinghall-st. Com Fonblanque, Belcher, off. ass.; Burrell and Paterson, White Hart court, Lombard-st. sols. Date of fiat, Aug 1 F Shotter, spinster, Mortimer-st Cavendish-square, pet. cr.

Gazette, Aug. 6.

Carter, Thomas, the younger, butcher and maltster, Waltham, Leicestershire, Aug. 21 and Sept. 14, at eleven, Birmingham, Com. Daniel; Whitmore, off. ass.; Smith, Birmingham, sol. Date of fiat, July 29. W. Carter (known as W. Johnson), farmer, Waltham, Leicestershire, pet. cr.

Edwards, Robert, draper and grocer, Aberdovey, Merionethshire, Aug. 20 and Sept. 6, at twelve, Liverpool, Com. Ludlow; Bird, off ass., Oliver, Old Jewry, and Evans, Liverpool, sols. Date of fiat, July 17. J. Jones, grocer, Liverpool, pet cr.

Jackson, Richard, and Yale, Richard, engineers, machine makers, and iron and brass founders, Leeds, Yorkshire, Aug. 16 and Oct. 4, at eleven, Leeds, Com. West, Young, off. ass., Parkes and Co. Bedford-row; Tyas, Barnsley, and Blackburn, Leeds, sols. Date of fiat, July 29. A Faulds and Mary Anne, his wife, coal masters, Worsbrough, Yorkshire, pet. crs.

Manley, Elizabeth, boot and shoe maker, Chapel-st. and 70, Strutton-ground, both in Westminster, Aug 14, at one, Sept. 13, at twelve, Basinghall-st. Com. Fane; Whitmore, off. ass.; Turner and Hensman, Basing-lane, sols. Date of fiat, Aug. 3. T. Evans, livery stable keeper, Blackhorse-yard, Broadway, Westminster, pet. cr.

Ogden, Abraham, sizer, Spotland, Rochdale, Aug. 16 at eleven, Sept 11, at twelve, Manchester; Pott, off. ass., Appleby, Harpur-st. and Grundy, Bury, sols. Date of fiat, July 26. W. Ogden, shopkeeper, Heap, Lancashire, pet. cr.

Saffran, Henry Joseph Edward, cloth merchant, Huddersfield, Aug. 16 and Oct. 4, at eleven, Leeds, Com. West; Freeman, off. ass.; Jones, Sise-lane, Hesp, Huddersfield, and Sykes, Leeds, sols. Date of fiat, July 31. W. Milner and A. Pilling, cloth merchants, pet. crs.

Smith, George Charles, builder, Kensington-park, Aug. 14, at half past one, Sept. 13, at one, Basinghall-st. Com. Fane; Alsager, off. ass.; Dampier, Lincoln's-inn, sol. Date of fiat, Aug. 2. G. F. Norris, painter, Claremont-cottages, Peel-street, Notting-hill, pet. cr.

Trevitt, John, butcher, Wheaton Aston, Lapley, Staffordshire, Aug. 16 and Sept. 17, at one, Birmingham; Christie, off. ass.; Corser, Wolverhampton, sol. Date of fiat, July 26. J. Rolands, farmer, Church Eaton, Staffordshire, pet. cr.

Turner, Thomas, grocer, Sheffield, Yorkshire, Aug. 16 and Sept. 27, at eleven, Leeds, Com. West; Hope, off. ass.; Sudlow and Co. Chancery-lane, and Smith and Wightman, Sheffield, sols. Date of fiat, July 24. G. Bell, grocer, Sheffield, pet. cr.

Wyrill, William, ironmonger, Bradford, Aug. 16 and 27, at eleven, Leeds, Com. West; Hope, off. ass.; Messrs. Lawrence, Old Fish-st. Morris, Bradford, and Bond, Leeds, sols. Date of fiat, July 30. J. Hardy, Sir C. Des Voeux, bart. C. H., R. and M. Dawson, H. W. and L. W. Wickham, iron masters, Bradford, pet. crs.

PARTNERSHIPS DISSOLVED.

Gazette, July 30.

Bennett, J. M. and *Batchelor*, W. W. woollen drapers, Worcester, June 5. Debts paid by Batchelor.—*Beckford*, W. and *Armitage*, W. H. saw manufacturers, Sheffield, July 2. Debts paid by Blackford.—*Bythell*, J, and *Horsfall*, J. calenderers, Manchester, July 1. Debts paid by Bythell.—*Clark*, R. and T. M. drapers and grocers, Epworth, July 25. Debts paid by R. Clark.—*Collambell*, C. and *Beck*, H. E. surgeons, Lambeth-terrace, and Canterbury-place, Lambeth, June 1. Debts paid by Collambell.—*De Mattos*, J. T. and *De Leon*, I. M. merchants, Copthall-court, June 30.—*Denby*, C. and *Cator*, G. A. rag merchants, Leeds, July 23.—*Field*, J sen. and jun. *Kell*, G. and *Wood*, W. S. stockbrokers, Warnford-Court, so far as regards Kell, July 30.—*Finlay*, A. S. *Gordon*, H. G. *Finlay*, T. K. and *Stokes*, J. Bombay, so far as regards T. K. Finlay, July 31, 1841, and so far as regards Stokes, July 31, 1842—*Fullbrook*, J. and H. carpenters, Chelsea, June 24.—*Garratt*, E. and G. June 24. Debts paid by G. Garratt.—*Graham*, C. *Lunn*, J. *Cordery* J. and *Graham*, A. and C. N. grocers, New Bridge-st. and Fleet-st. so far as regards Lunn, June 24.—*Hallas*, J. and *France*, B. cotton spinners, Huddersfield, June 20. Debts paid by Hallas.—*Lochhead*, J and *Gilchrist*, H. chinamen, Great Queen-st. and Gravesend, June 24.—*Pate*, W. *Robinson*, W and *Pate*, E. cabinet makers, Burnley, July 21. Debts paid by W. Pate.—*Smallpage*, S. and *Bracewell*, W. cotton spinners and farmers, Burnley and Habergham Eaves, June 28.—*Wood* R and *Fairburn*, B. electrical instrument makers, Gravesend, July 26.

Gazette, Aug. 2.

Baker, G. F. and *Hewett*, E. A. pawnbrokers, Old st.-rd. Aug. 2. Debts paid by Hewett.—*Ballinghall*, W. and *Butchart*, M. merchants, Mexico and Liverpool, July 16.—*Bird*, J G and *Moses* H. chemists, Birkenhead, July 25. Debts paid by Bird—*Chambers* T. and J. grocers, Ecclesfield, July 31. Debts paid by T. Chambers.—*Coombes*, N. and *Robinson*, R coal merchants, West Strand, and Hungerford-wharf, Strand, July 20. Debts paid by Robinson.—*Fawcett*, J. and *Walker*, W. coal owners, Haltwhistle, May 8—*Fyfe*, W. S. and *Grant*, J. calenderers, Manchester, May 25. *Gerard*, A and *Aspinall*, W. G. wine merchants, Lime-st. Aug. 1.—*Hirst*, J and J. grocers, Wakefield, July 31.—*Johnson*, W. and *Lunt*, R. haberdashers, Liverpool, Aug. 1. Debts paid by Lunt.—*Jones*, T. and *Armstrong*, H and T. hop merchants, High-st. Borough, so far as regards H. Armstrong, July 31.—*Lockhart*, T and C and *Duncan*, A florists, Cheapside and Parsons' green, July 26.—*Lord*, J. *Cooper*, J and *Hill*, J iron founders, Bury, so far as regards Hill, July 25 Debts paid by the remaining partners. *Meek*, J J and *Cope*, W mill-board manufacturers, Bearsted Spot, near Maidstone, and Tooley st. July 29. Debts paid by Meek *Murray*, W. and *Smith*, A. drapers and tea dealers, Bristol, June 15.—*O'Neil* C. and *Collins*, H. metal dealers, Birmingham, June 30. Debts paid by O'Neill.—*Peel*, G. *Allan*, T. and *Clarke*, J. calico printers and agents, Bread-st. Aug. 1—*Parnell*, B and *Clarke*, A. R. vinegar makers, Lemon-st and Rupert-st. Whitechapel, July 17.—*Scarr*, W and T. wool combers, Dent, July 21—*Smith*, J. M and *Edwards*, T ship brokers, Liverpool, July 20. *Storey* and *Co.* brewers, Rothbury, Northumberland, May 16, 1843—*Walker*, A. and I. ironmongers, Barnet, July 30—*Wearing*, R and J tailors, Manchester, July 30. Debts paid by R Wearing—*Wood*, H. and E. fancy manufacturers, Denbydale, Yorkshire, July 30.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, July 30.

Belles, J. W. clerk, Union-street, Bishopsgate—*Bond*, C. W eating house-keeper, Long-lane, Bermondsey—*Brewer*, S. victualler, Falmouth—*Brook*, T. out of business, Heckmondwike—*Cole*, J. coach maker, Deptford—*Crabtree*, M. cloth weaver, Bradford—*Curran*, W. stevedore, Liverpool—*Donaldson*, T. jun. corn dealer, Brick-lane, Bethnal green—*Dodd*, J Brewer, Liverpool—*Egan*, T. C. J. out of business, Meadow-place, Kennington—*Golland*, W. pork butcher, Sheffield—*Greig*, A. writer, St. John's-wood terrace—*Hall*, J. attorney, Manchester—*Hamnett*, J. hatter, Grantham—*Harris*, J. blacksmith, Woodham Mortimer, Essex—*Henshaw*, S. wholesale poulterer, Manchester—*Hitchman*, T. victualler and corn dealer, Kidlington—*Huckstable*, G. tailor, Wine Office-court, Fleet-street—*Jones*, G carder, Manchester—*Leaver*, J. F. cordwainer, Reading—*Mount*, R. saddler, Blackheath—*Metcalf*, E. leather dealer, Liverpool—*Nash*, R. miner, West Dean—*Neame*, J. A. commission agent, Gravesend *Nichols*, T. W. painter, Tranmere—*Orton*, J racing judge and turf agent, York—*Pickles*, R. innkeeper, Halifax—*Rantell*, J. wheelwright, Thaxted, Essex—*Roberts*, G. W. accountant, Frederick-place, Goswell-road, and Sambrook-court, Basinghall-street—*Saxby*, G. out of business, Southwell—*Scolefield*, N. woollen draper, Walton—*Suckling*, J. tailor, Stebbing, Essex—*Taylor*, J. printer, Birmingham *Wade*, D. cloth manufacturer, Batley—*Walker*, J. wheelwright, Caddington, Herts.

Gazette, Aug. 2.

Allcock, R. dealer in horses, Harrison-st. Gray's-inn-road.—*Bailey*, J. accountant, Castle-court, Budge-row.—*Bendie*, L. traveller, Morris-place, St. Saviour's.—*Booth*, C. butcher, Manchester.—*Carruthers*, J. victualler, Hayes.—*Cheadle*, J. upholsterer, Burslem.—*Crook*, T. provision dealer, Heaton Norris.—*Foster*, W. compositor, Lewes.—*Glover*, T. victualler, Hinckley.—*Halls*, S. spinster, Colchester.—*Hancock*, J. carpenter, Walcot.—*Joseph*, T. hatter, Cheltenham.—*Knight*, J. hat-leather cutter, Long-lane, Bermondsey.—*Marles*, H. bacon curer and brewer, Oxford.—*Marshall*, T. jun. grocer, Ilkestone.—*Matthews*, T. C. auctioneer, Burton-on-the-Water.—*Offard*, J. P. miller, Great Yeldham, Essex.—*Painter*, C. wheelwright, Burton-on-the-Water.—*Pollard*, W. and J. tailors, Manchester.—*Potter*, J. scalemaker, Britannia-st. City-road.—*Priddey*, G. M. grocer, Ellesmere, Salop.—*Pursell*, W. carpenter and huckster, Shrewsbury.—*Robinson*, F. coal agent, Nottingham.—*Spillan*, D., M.D., Howard-st. Strand.—*Thorndick*, C. K. cabinet-maker, Brandon, Suffolk.—*Tyror*, P. coach maker, Liverpool.—*Wells*, P. R. coal meter, Worcester-st. Old Gravel-lane.

From the Gazette of Friday, August 9.

Bankrupts.

Yeardley, J., W., and E. flax spinners, Ecclesfield, Yorkshire.—*Else*, J. and *Dixon*, W. millers, Kingston-upon-Hull.—*Dixon*, H. J. and D. carpet manufacturers, Kidderminster.—*Innes*, J. ironmonger, Cheltenham.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's-Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMER, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Tuesday, July 30.

CHAMBERS *v.* GROOM.

Practice—Taxing-Masters—Copies of documents—Costs.

On a taxation made in pursuance of an order on a motion to direct satisfaction to be entered on judgments by Wilton against the plaintiff, a question arose as to the propriety of the practice of the Taxing-Master, who, under the Act of 3 & 4 Wm. 4, required that when documents were brought into the office, a copy should be made at the expense of the parties, for the benefit of the suitors' fund. In this case Wilton had made copies before the documents were brought into the Master's office, and it was contended that he ought not to be compelled to take a copy made in the office. The Act enacts "that no person shall be compelled to take or pay for any copy of documents brought into the Master's office." It provides also, "that in the taxation of costs as between party and party, and between solicitor and client, no person should be allowed for a copy of any document brought into the Master's office, unless made in the Master's office.

Bethel stated the point to the Court by the desire of all the three parties to the taxation, namely, Chambers, Williams, his solicitor, and Wilton, and suggested that Wilton (or Green, his assignee) must have got a copy of the Master; that the Act only applies to the case of a taxation between solicitor and client, and that in this case the Act had no application.

The LORD CHANCELLOR.—I apprehend that is the construction of the Act.

Re RULL, a Lunatic.

Practice—Application of whole income of lunatic to payment of costs refused.

The lunatic's fortune consists of 700*l.* and a moiety of a leasehold estate producing 20*l.* a year, and a petition by the committee of the person, his mother, prayed that the whole income might be applied in payment of costs, amounting to about 100*l.* she undertaking to provide for his maintenance. The mother was stated to be a market gardener.

Teed, in support of the petition.

The LORD CHANCELLOR.—What security is there for his maintenance? What kind of undertaking is proposed to be given? *Order refused.*

Re FAIRTHORNE, a Lunatic.

Practice in lunacy—Calling it debts—Allowance for furniture.

Francis Bayley supported a petition by the heir-at-law, who is committee of the estate, praying the confirmation of the commissioner's report, which proposed an allowance of 120*l.* a year out of the income, which was but 154*l.* in all. Part of the property consisted of money which had been lent on personal security, and the petition asked for leave to call that in; also, that the committee might be at liberty to purchase household furniture for the use of the lunatic to the amount of 180*l.* *Ordered.*

Re JACKSON, a Lunatic.

Allowance—Whole income ordered to be paid to the committee.

The commissioner had reported that the lunatic's property consisted of houses and stock, producing a net income of 345*l.* The stock consisted of 2,050*l.* 3 per cent. Consols, and 25*l.* Long Annuities. 300*l.* had been reported as a proper sum to be allowed as maintenance, and the rents of the houses had been received, but those rents did not amount to 300*l.* The petition prayed that the difference between 300*l.* and the amount of the rents might be made up by payment of part of the dividends of the stock which is in Court.

Spurrier, in support of the petition, suggested that there would be some difficulty in the Accountant-General's office if the order should be made for payment of a portion of the dividends, and that the proper way would be to direct all the income of the stock to be paid to the committee, he accounting for the surplus beyond the allowance.

Ordered accordingly.

Re MALLAM, a Lunatic.

Costs—Taxation—Payment of mortgages.

Glasse supported a petition, which prayed that certain mortgages on the lunatic's estate might be paid off.

The LORD CHANCELLOR.—There may be a reference, the commissioner does not state that these mortgages should be paid. He came before me upon the appointment of a receiver. Refer it also to the Taxing-Master, to inquire whether any and what parts of the costs should be allowed, having reference to the nature of the petition.

Thursday, July 25.

Re BRENT SPENCER.

Practice in lunacy—Carriage of commission.

An application was made for a commission to inquire into the state of mind of Mr. Brent Spencer, who is the illegitimate son of Sir Brent Spencer, deceased, by a Mrs. Pelham. Under the will of his reputed father, the alleged lunatic is entitled to an annuity of 100*l.* per annum.

Kenyon Parker and *Winstanley*, appeared for the petitioner, Mr. John B. Ryder, who is chairman of the Board of Guardians of the Chelsea Union. The lunatic had been living with his mother in Princes-street, Chelsea, and, in the early part of the year, his cries had attracted the attention of the inhabitants of the neighbourhood, when the petitioner, having instituted inquiries, and having entered the house by the aid of the police, found the lunatic in a loathsome state of filth from neglect and misusage. He was then removed to the Chelsea workhouse, where he still remains. The annuity had hitherto been paid to the lunatic's mother. They submitted that the conduct of the commission ought not to be intrusted to the mother.

Wakefield, for Mrs. Pelham.

The LORD CHANCELLOR.—Let a commission issue; but the mother, from her misconduct, is clearly not the person to whom the management of it ought to be intrusted. The petitioner must have the conduct of the commission.

July 25 and 27.

BULMER *v.* ALLISON.

Conditions of sale—Specific performance—Acceptance of title—Payment of purchase-money into court—Mortgagee.

Where, by the conditions of sale and the conduct of a purchaser, he is precluded from taking any objections to the title, he will be ordered to pay his purchase-money into court, although he claims to be entitled as an incumbrancer, upon the property to nearly the full amount of the purchase-money.

By an order made by Vice-Chancellor Wigram, Michael Middleton, George Wm. Todd, and Robert Jukes, were directed to pay into court the sum of 10,680*l.* the amount of the purchase-money of a colliery which had been sold under an order in the cause, and of which those persons had become the purchasers. By the conditions of sale they were precluded from taking any objections to the title. The purchasers had opposed the application for payment of their purchase-money into court before the Vice-Chancellor on various grounds, and amongst others that there were incumbrances upon the property to a large amount. By a cross-motion they offered to pay into court the sum of 780*l.* which they alleged was all that would be found due in respect of the purchase upon taking an account of their incumbrances. Their cross-motion was refused with costs, and they then asked for a reference to the Master to ascertain whether a good title could be made, and contended that, pending such a reference, to which they alleged they were entitled as of course, no order could be made for payment of the purchase-money into court. The Vice-Chancellor ordered the whole purchase-money to be paid into court, but, at the express desire of the purchasers, granted a reference to the Master as to the title. From that order the purchasers appealed, on the ground that a purchaser is never ordered to pay his purchase-money into court, unless he has accepted the title; and that he is always entitled to a reference of the title to the Master.

Teed and *Willcock*, for the appellants.

Bickner (in the absence of *Romilly*).—The sole object of the purchasers was delay. They had no *bonâ fide* objection to the title, which was well known to them, as they themselves held a part of the same property. They were also precluded from objecting to the title by the conditions of sale.

The LORD CHANCELLOR.—Is not the cross-motion of the purchasers, the appellants, to pay a part of their purchase-money into court a waiver of any objection to the title? At any rate, I do not see how the appellants can be injured by paying the money into court, without prejudice to any questions of title. I will hear Mr. Romilly, who has been absent to-day, and if I am satisfied that the conduct of the appellants has amounted to an acceptance of the title, I shall uphold the Vice-Chancellor's decree.

July 27.—*Romilly*, for the respondents, admitted that the general rule was that a purchaser should not be compelled to pay in his purchase-money pending a reference as to title; but there were three exceptions; first, when the purchaser had taken possession of the property; secondly, where he had accepted the title; and thirdly, where he had precluded himself from taking any objections to it. (*Morgan* v. *Shaw*, 4 Maddock, 54; *Smith* v. *Lloyd*, 1 Maddock, 83; *Boothby* v. *Walker*, 1 Maddock, 197.) In this case the purchasers were in possession of the property, and, therefore, it came within the exceptions to the general rule. The purchasers likewise sustained the character of vendors, as they were joint owners of the property. By the fourth condition of sale, the purchasers were bound to accept the title as it had been taken by the vendors. If the order of the Vice-Chancellor was irregular, it ought to be corrected by striking out the order for referring the title. A similar order has been made in *Blackburn* v. *Stace* (6 Maddock's, 69).

Teed, in reply. *Judgment deferred.*

Monday, July 29.

Re EXETER MARKET ACT, and *Re* SERCOMBE, a Lunatic.

Investment of purchase-money—Costs.

Where a purchaser under the powers of a local Act has paid his purchase-money into court, he is not entitled to the costs of appearing on a petition by the vendor to have the money invested.

John Sercombe, the lunatic, being entitled to certain property in Exeter, part of which had been taken possession of by the corporation of that city under the powers of a local Act of 4 Wm. 4, for removing the markets held in the city of Exeter, the purchase-money, amounting to 1,990*l.* had been paid into court. The committees of the lunatic now presented a petition praying for the investment of the purchase-money. The corporation had been served with the petition, and appeared by counsel at the hearing, who asked for the costs of the corporation upon the petition. The Act contained no provision as to the costs of re-investments.

Fooks, for the corporation.

Rolt, for the committees, objected to the payment of the costs of the corporation. Though served with the petition, they need not have appeared. The absence of any provision in the Act for the costs of reinvestment indicated the intention of the Legislature. The corporation must pay their own costs.

Barrett, for the next of kin of the lunatic.

The LORD CHANCELLOR.—I cannot direct the costs of the corporation to be paid out of the lunatic's funds.

Re Church, a Lunatic.

Lunatic trustee—Reference.

The lunatic in this matter was a party to a conveyance, which had been executed by all the parties except the lunatic, and the petition prayed a direct order for a conveyance, without a previous reference to the Master, in order to save expense.

The Lord Chancellor.—I can give no direction; there must be a reference.

Pearse *v.* Brooks.

West India estate—Consignee—Allowance to infants—Incumbrances—Costs.

In this suit, which was for the administration of the estate of a testator, who died possessed of a heavily incumbered estate in Jamaica, Messrs. Timperon and Dobbison had been ordered to pay allowances, amounting altogether to 400*l.* for the maintenance of the testator's infant children. On the 23rd of December last the consignees applied to be relieved from that order, upon the ground the income of the estate was insufficient to meet its expenses, and that the consignees had been actually carrying on the cultivation and management of it at a loss. The accounts were usually made up to April in each year, and the Lord Chancellor directed the allowance to be continued until the result of the current year's management had been ascertained, and gave the consignees leave to apply again after the April accounts had been received.

Burge, for the consignees, now stated that the deficiency still existed, and that the consignees had last year expended 1,000*l.* beyond their receipts; and that the next year's crop would be less than the last, from the circumstance of the consignees having declined to make the ordinary outlay in the purchase of stock for the use of the estate. This loss was stated to arise from the deficiency of labour in the island of Jamaica.

Teed, for some of the infants, submitted that the consignees ought to be directed to continue the payment of the allowances or to give a detailed account of their management.

The Lord Chancellor.—I decided this case, subject to the account of the then current year's income.

Cole, for the infant plaintiffs, urged the necessity of obtaining a full account of the consignees' management before they were relieved from payment of the allowances.

Burge, in reply.

The Lord Chancellor.—I said on the last application that I would see what the receipts of the current year would produce. I cannot make these gentlemen pay the allowances out of their own funds. I must order the allowances to be discontinued for the present. Either party may reply.

Purvis and *Baily*, for the guardians, submitted that Timperon and Dobbison should pay their costs, and add them to their own mortgage debt.

The costs were ultimately directed to be costs in the cause.

VICE-CHANCELLOR OF ENGLAND'S COURT.

June 4 and 5.

Baynes *v.* Prevost.

Will—Construction—Period of vesting.

A testator by his will bequeaths a certain sum of money to his wife for life, with remainder to his daughter, until her death or marriage, when it was to be divided among his children, whom he names, including also his daughter. This daughter married during the testator's lifetime, and died during his widow's life. Held, that the representatives of a son of the testator, who was living at the daughter's marriage, but who died in the lifetime of the widow, was entitled to a share on the division upon the decease of the widow.

A. Baynes, by his will, executed in the year 1803, having disposed of his furniture to his wife, directed as follows:—"I also leave and bequeath to my wife, Margaret Baynes, the interest on all moneys I may have in the public funds at my death, to be enjoyed by her as long as she lives; but it is my will that no part of the said moneys be sold out, or the principal, or in any way diminished during her lifetime, unless with the consent of my executors. A sum not exceeding 500*l.* may be sold out, and employed for the purpose of promoting and placing my son, George M. Baynes, now unprovided for, in the same situation with respect to rank for his time of life as his brothers are. It is my will, that if my daughter, Maria Baynes, should not be married at her mother's death, the interest of the moneys in the public funds belonging to me revert to and be enjoyed by her, and that she continue to receive the same undiminished until the time of her death or marriage, when it is my will that the whole of such money as may be then in the public funds belonging to me shall be equally divided among my sons, Edward, Charles, Henry, O'Hara, and George M. Baynes, and my daughters, Jane Frome, Maria Baynes, and Harriet Tobia, or among such of them as may be living at the marriage or death of their sister, Maria Baynes. It is my further will, should my children wish to take possession of their shares of the moneys in the funds which are ultimately to be divided among them, that if my executors see no just and reasonable cause to the contrary, the same may be sold out and divided in equal shares among them; but that they shall assign over good and sufficient security for the due payment of legal interest of the whole sum they may jointly receive to my wife, Margaret Baynes, during her life, and after her death, to Maria Baynes, so long as she may live single."

The testator, A. Baynes, died some time in 1804, leaving his wife and the above-named children surviving him. His daughter Maria married in her father's lifetime, and died in the year 1834. Charles died in 1818, in the lifetime of his mother, the widow of A. Baynes, the testator; and the widow herself died in the year 1838. The principal question for the consideration of the Court was, whether the representatives of Charles Baynes were entitled to take his one-eighth share of the testator's funded property on the division at the widow's decease.

Stuart and *Heathfield*, for the legatees of C. Baynes, deceased.—It is clear that the testator intended that his children should have vested interests in their respective shares, from the circumstance of his allowing them to take the capital upon their giving proper security for the payment of the interest to the mother during her lifetime. The only ground for an argument on the contrary is an assumption that the time for distribution is the period of vesting, which, however, is not the principle upon which this Court proceeds, as appears from the case of *Archer* v. *Jegon* (8 Sim. 446).

Bethel and *C. Hall*, contra.—Where there are two events pointed out in a will, and one of them takes place before the death, you must wait for the other event after the death. The order of events which the testator contemplated did not occur. He evidently supposed, according to the usual course of nature, that of the two, the widow would die before his daughter, and therefore provides for the latter. Subject to that contingency, the general scheme of the will is, that the principal of the fund is to be divided at the widow's decease among a class then in existence. We contend that those children were to take who were living at the decease of the daughter. (*Billingsby* v. *Wills*, 3 Atk. 219; *Pope* v. *Whitcombe*, 3 Russ. 124; *Daniell* v. *Daniell*, 6 Ves. 297.)

Anderton and *Randall*, for others in the same interest, submitted that the period of distribution was that which determined the right to take; that the testator never contemplated a diminution of the property, and the Court would not treat the interest as vested, and take no consideration for the contingency. (*Newton* v. *Ayscough*, 19 Ves. 534; *Wordsworth* v. *Wood*, 4 My. & Cr. 641.)

The Vice-Chancellor.—I will not trouble the plaintiffs for a reply, because I cannot help thinking that the case is very clear. What has been said by the Master of the Rolls in *Newton* v. *Ayscough*(a) seems to me to be perfectly applicable to this case. The parties who oppose the plaintiff's claim offer a different aspect to the contingent event upon which the testator himself determines the character of those whom he intends to take. What he had in view was, whether his daughter Maria should or not be married at her mother's decease; so that he provides for the event of her marrying, and for the event of her death; for he says, that in case of her not being married at her mother's death, the interest of the moneys belonging to him in the public funds shall be enjoyed by her, and that she shall continue to receive the same undiminished until the time of her death or marriage, when it is his will that the whole of such money as may be then in the public funds belonging to him shall be equally divided among his eight children, naming them, or such of them as may be living at the marriage or death of their sister Maria. The meaning of which is, that the property in the funds shall go to all or to such only as shall be living at her death or marriage. Now, the words "death or marriage" must, I think, be taken to mean, although not expressly declared, whichever event shall first happen. If this construction be true, it is manifest that in the event of the daughter's marrying, there is a gift of a share to her with the rest of the children, because she would be one of such of them as should be living at the time of her marriage; moreover, it is clear that she could not be living at the time of her death, and there is no other mode of giving effect to the testator's intention, and an attempt at any other construction would be to render that part of the will void for uncertainty. The testator has not necessarily coupled one contingency with another, for although he provides for the daughter in case she should not be married at his wife's decease, yet he nowhere joins that with the contingency of her surviving her mother. The expression "when it is my will," I conceive to be merely a description of that period when the remainders to take effect. The word "when" has no relation to the mother's death; and the expression "shall be equally divided," which the testator makes use of, is that by means of which he creates the bequest. I do not think that any stress can be laid on the expression "shall be equally divided between them." This clause bears no other construction than that after his death, if his children should agree among themselves that the whole fund should be paid to them, it was competent for them to do so with the consent of the executors, provided they gave sufficient security for the mother's receipt of the interest during her life.

(a) Sir W. Grant, in the above case (19 Ves. 536) held, that to what period "survivorship" is to relate, depends not upon any technical words, but on the apparent intention of the testator, collected either from the particular disposition or the general context of the will.

Thursday, July 18.

Wallis *v.* Sarel.

Practice.

Preliminary inquiries under the fifth Order, May 9, 1839, which directs that "in all cases in which it shall appear that certain preliminary accounts and inquiries must be taken and made before the rights and interests of the parties to the cause can be ascertained, or the question therein arising can be determined, the plaintiff shall be at liberty at any time after the defendants shall have appeared to the bill to move the Court on notice that such inquiries and accounts shall be made and taken, and that an order referring it to the Master to make such inquiries and take such accounts, shall thereupon be made without prejudice to any question in the cause, if it shall appear to the Court that the same will be beneficial to such (if any) parties to the cause as may not be competent to consent thereto, and that the same is consented to by such (if any) of the defendants as, being competent to consent, have not put in their answer to the bill, and that the same is consented to by or is proper to be made upon the statements contained in the answers of such (if any) of the defendants as have answered the bill."

The plaintiff, who was a trustee under a will, and had commenced a suit for the due administration of the testator's estate, now moved, under the above order, for the Master to take the accounts, but some of the defendants having suggested by their answer that the plaintiff ought to be charged with wilful default, and having since filed their cross bill for the purpose of so charging him, his motion to have the accounts taken was refused.

The original bill was filed by one of the trustees under a will, for the purpose of having an account of the testator's property taken, and that the estates might be administered under the direction of the Court. All the defendants appeared to the bill, and filed their answers, whereby they admitted that the accounts ought to be taken as prayed by the bill; but some of the defendants, in their answers, suggested that the plaintiff ought to be charged for wilful default in respect to the testator's affairs, and had, since the notice of motion was served upon them, filed their cross bill, seeking to charge him for such default.

Walker and *Moxon*, in support of the above motion, applied to the Court under the 5th of the above orders, 9th May, 1839, that it might be referred to the Master to take the preliminary accounts.

Bethel and *Prior* contended that the above order did not contemplate a case like the present, and that the charge against the plaintiff had rendered it improper to have the accounts taken in this stage of the proceedings.

T. Lewin for the representatives of a deceased trustee.

The Vice-Chancellor was of opinion that as it evidently appeared that the suit was a hostile one, and the facts upon which the defendants to the original suit had filed their cross bill having been suggested upon their answers, it was not such a suit as the 5th order contemplated; for those suits alone were contemplated by that order which were of a friendly and pacific nature, and not such as were of that hostile character which the defendants by their answers had evidently shewn it to be. Moreover, the conduct of the plaintiff, in attempting to obtain a decree upon which he might move to restrain creditors carrying on the proceedings at law, was reprehensible; for the very decree might eventually prove itself to be such a one as the Court ought not to have made. His Honour therefore *Refused the motion.*

Thursday, July 25.

Cocksedge *v.* Cocksedge.

Marriage articles—Clause of separation—Husband and wife.

By articles entered into prior to the intended marriage of T. M. C. with A. W., T. M. C. covenanted that, immediately after the marriage, he would settle an annual income of 400l. upon A. W. by equal quarterly payments, the first of such payments to be made on the first of such days next after the death of the said T. M. C. or of any separation taking place. Held, in a suit for specific performance, that as this was a covenant which might induce the wife to be guilty of a violation of the marriage contract, and to accelerate the event upon which the annuity was to be paid, it was not such a one as a court of equity would enforce.

By articles of agreement bearing date the 13th of September, 1837, and made upon a marriage intended to be solemnized between the defendant, Thomas M. Cocksedge, and the plaintiff, Ann Whale, which agreement was made between the defendant, T. M. Cocksedge, of the first part, the said plaintiff, then Ann Whale, of the second part, and her father, William Whale, of the third part; reciting that a marriage was intended to be shortly had and solemnized between the said Thomas M. Cocksedge and the said Ann Whale; and that, in contemplation of and in negotiation of the said intended marriage, it had been proposed and agreed by and between the said parties, that the said T. M. Cocksedge should settle and confirm to the said Ann Whale an adequate annual sum as and for the maintenance of her, the said Ann Whale, to be enjoyed by her, independently of all control of him, the said T. M. Cocksedge, *in the event of any separation taking place between them*, the said T. M. Cocksedge and the said Ann Whale, during their lives; and in case the said Ann Whale should survive him, the said T. M. Cocksedge, to be enjoyed by her, the said Ann Whale, during her natural life, free from the control of any future husband,—it was witnessed that, for and in consideration of the said intended marriage, the said T. M. Cocksedge, for his heirs, executors, and administrators, did covenant, promise, and agree, with and to the said William Whale, the father of the said Ann Whale (an infant under the age of twenty-one years), that he, the said Thomas M. Cocksedge, should, immediately after the solemnization of the said intended marriage, or so soon after as conveniently might be, make and execute an effectual settlement in the law in favour of the said Ann Whale, and thereby secure to her the payment of the annual sum of 400*l.* to be paid to her by equal quarterly payments on the four usual quarter days in the year; and in the event of the death of the said T. M. Cocksedge, or any *separation taking place*, the first payment thereof to be made on the first of such days then next following the occurrence of such event, and to be free from the debts, control, or engagements of any future husband; but the receipt of her, the said Ann Whale, to be a sufficient discharge for the same, without her said husband, if any, joining therein. And that he, the said T. M. Cocksedge, should thereby charge with the payment thereof some one of the estates of him, the said T. M. Cocksedge, of ample value held by him of fee simple; and also that he, the said T. M. Cocksedge, should by deed create a term of 1000 years in such freehold estate to the trustees of such settlement, one of whom it was thereby agreed should be the said Wm. Whale, with full power to them, the said trustees, in the event of non-payment of the said sum of 400*l.* at the days and times, and in manner aforesaid, to mortgage or sell the same for the purpose of satisfying such annual payments, with all other usual powers, provisos, conditions, and covenants; and, further, that the said T. M. Cocksedge, did also in manner aforesaid covenant, promise, and agree with and to the said Wm. Whale, that for the purpose of carrying into effect the said agreement he, the said T. M. Cocksedge, would at all times thereafter make, do, and execute all such acts, deeds, matters, and things as should be necessary and should be required by the said Wm. Whale, by and with the advice of his counsel in the law.

The marriage took place shortly after the date of the above articles of agreement, and Mr. and Mrs. Cocksedge lived together as husband and wife until some time in August 1843, when Mr. Cocksedge separated himself from his wife, and ceased to cohabit with her, upon the alleged ground of adultery, but of which there did not appear to have been any proof. It seems that a deed had been framed upon the basis of the articles of agreement for the purpose of securing the 400*l.* per annum to the plaintiff, Ann Cocksedge, but that it had never been executed. By that deed the plaintiff, Wm. Whale, was intended to have been the trustee of the annuity; and the present suit was therefore instituted by him and his daughter, Mrs. Cocksedge, for the purpose of compelling a specific performance of the articles of agreement. A motion was also made on behalf of the plaintiffs for a receiver.

Stuart and *Tennant*, in support of the motion, submitted that the agreement being entered into prior to, and in contemplation of, the marriage, the covenant contained therein relating to the provision for separation, was undoubtedly a valid covenant; that all the cases which have been decided in reference to such covenants upon post-nuptial settlements were altogether out of the question, and formed no precedent for the present case, for in them such a covenant did not form the basis of the marriage, as it did in the present case; for that herein the ante-nuptial agreement amounted to nothing more than a settlement to the separate use of the wife, binding upon the husband in the event of a separation; that, had there been issue of the marriage, and no provision had been made for such issue, save under the articles of agreement, the Court, on a bill filed by the trustees on behalf of the children of the marriage, for the purpose of carrying the articles into execution, would (notwithstanding the covenant) perform the contract entire, and not leave part of it unperformed. (*Sidney* v. *Sidney*, 3 P. Wms. 269; *Roper, Husband and Wife*, v. ii. p. 134.)

Bethel and *Prendergast*, for the defendant, were not heard.

The Vice-Chancellor. — My opinion is, that when the contract, as in the present case, extends to compel the husband to make a provision for the wife in case of any separation between them, the Court is bound to take notice whether or no it be such a provision as may operate as an inducement to the wife to be guilty of the most flagrant conduct against her husband. Looking at the covenant as it stands, I have a right to put any case of separation; therefore, suppose the covenant had expressly stated, that "in the event of the wife eloping from her husband, and living in adultery, the husband would, during the period she was thus violating the marriage contract, pay her the annuity," could that be considered a valid covenant? My notion of the law is this, that where the covenant is of that general description which characterizes the present one, the Court cannot disunite the innocent cause of separation from the guilty, and determine that in the one case the covenant shall be valid and in the other invalid. The contract, as it stands, is entire, and the Court is bound to regard it as such; it cannot be severed. As the words of the covenant now stand, they appear to me *primâ facie* open to this objection, that the mere bad conduct of the wife herself may operate as the very contingency upon which is founded the obligation of the husband to allow the annuity. Such a covenant is contrary to the policy of law, and is, therefore, bad; and unless it be clearly proved to me that it is one which this Court will uphold, I must refuse to enforce it, and cannot, therefore, allow the motion. Let it, however, stand over (as this is purely a question of law), with liberty for Mr. Whale, the trustee, to bring such an action at law as he may be advised.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

Monday, July 29.

James v. Baker.

Will—Construction.

A testator gave to A B, and her children then living, the residue of his property, in equal portions, the children to receive their portions when they attained the age of twenty-one years, and in case of the death of any of the children then living, such child's portion to go to any other child that A B might have; after the testator's death another child was born, and one of the children living at the date of the testator's will died under twenty-one, and then two other children were born. Held, that the deceased child's portion went to the after-born child living at the time of its death.

Thomas Hall, the testator in this cause, by his will, dated the 14th of April, 1838, after giving certain pecuniary and specific legacies, gave and bequeathed to his niece, Mrs. Elizabeth James, wife of —— James, of Oakingham, baker, for her sole and separate use, and to her children then living, the entire residue, in equal portions, of whatever property he might possess at the time of his decease; the said Elizabeth James to receive her portion at the usual times of paying bequests, and the children to receive their several portions on their attaining the age of twenty-one years, during which time the money to be held in trust of Joseph Baker and Christopher Willoughby; and in the event of either or both of them dying before the children attained the age of twenty-one years, the trust to revert to their mother; and in case of the death of any of the children then living, such child's portion to go to any other child the said Mrs. James might have by her then husband; should she not have any other child or children, then the portion of any child dying to be divided between the said Elizabeth Jame and the surviving children. At the date of the testator's will there were seven children of Mrs. James living, all of whom survived the testator. No child was born between the date of the will and the testator's death, but after his death, three other children were born. After the birth of the first of these three, one of the seven children died under twenty-one. All the children were infants, and this bill was filed on behalf of the six surviving children. The only question raised in the cause was as to the deceased child's share, the father, who had taken out letters of administration, contending that the interest had vested in the child, notwithstanding its death under twenty-one, and a claim being also set up on behalf of the three children born after the testator's death.

Lovat, for the plaintiffs.

Hall, for the father.

Younge, for the after-born children, and

Speed, for the trustees.

The Vice-Chancellor.—My present impression is, that, taking this language altogether, the expression "and in case of the death of any of the children," &c. means a death under twenty-one, whenever happening, and that the words "any other child," &c. mean such child or children only as might happen to be living when the deceased child died. I think, therefore, that this share must go to the first of the after-born children.

Monday, Aug. 5.

Dalton v. Hayter.

Practice—15th Order of May 1837.

In this case a demurrer had been overruled, and the decree was appealed from. In the meantime the plaintiff was proceeding against the defendant for an answer.

Swanston and *Beavan* applied to stay these proceedings until the appeal had been heard.

Wood, for the plaintiff, stated, as a preliminary objection, that the decree on the demurrer was made by the Master of the Rolls, and that a similar application to the present was on Wednesday last dismissed with costs by the Lord Chancellor, because the application should have been made before the Master of the Rolls, and the Master of the Rolls had been sitting since the Lord Chancellor's decision, and no application had been made to him. The attachment against the defendant had, however, since then issued.

The 15th order of May 1837, and the order of the 5th of August, 1842 were referred to.

The Vice-Chancellor said, he considered that the Lord Chancellor had decided the case, and declined to hear the motion.

St. Katherine's Docks Company v. Mantzgue.

Practice—Sufficiency of answer.

The time having expired for excepting to an answer for insufficiency, the Court, upon application for liberty to except, allowed the defendant, without deciding upon the sufficiency or insufficiency of the answer, to file an affidavit explanatory of passages contained in the answer.

To a bill filed for discovery, an answer had been put in, which was considered by the plaintiffs to be insufficient as to the documents, &c. in the defendant's possession. The time, however, having expired for excepting for insufficiency, the plaintiffs moved for liberty to except, on the ground of peculiar circumstances in the case.

Russell and *Hargrave*, for the plaintiffs.

Wigram and *Hardy*, for the defendants.

The Vice-Chancellor.—I am not quite satisfied that this answer is insufficient, but I will follow a precedent I well remember in Lord Eldon's time. I shall give the defendant liberty to file an affidavit as to the circumstances under which, and the purposes for which, the documents in the answer stated to be in the possession of —— were placed, and now are, in his possession, and also to explain the passage in the answer as to the plurality of bills of lading, and also to give a distinct enumeration of all the documents in his possession, excepting those mentioned in the schedule to the answer.

Tuesday, Aug. 6.

Younghusband v. Gisborne.

Personal trust—Annuity—Insolvent.

Where a testator directed his trustees to raise an annuity during the life of A B, and to hold the same for the personal support, clothing, and maintenance of A B, so as not to be subject to the claims of any person to whom he should attempt to charge the same, nor to his creditors under a bankruptcy or insolvency, or to his own control or debts, and directed that the annuity should be paid to A B until he should attempt to charge, or until some other person should claim it, and after such attempt or claim that the same should be applied for the personal support, clothing, and maintenance of A B; it was held that the annuity passed to the assignees of A B upon his becoming insolvent.

Francis Duckinfield, by his will, dated the 17th of June, 1823, gave certain real estates to trustees upon trust, to "levy and raise yearly, and every year during the life of his brother, John William Astley, one annuity or yearly sum of 400*l.* sterling money, and in case of his death in the interval between any of the days therein mentioned for payment thereof, then a proportional part thereof up to the time of his death; and he directed that the same annuity, and the proportional part thereof aforesaid, should be held by his said trustee upon trust for the personal support, clothing, and maintenance of his said brother, so as not to be subject or liable to the claims of any person or persons to whom he should attempt to charge, anticipate, or otherwise incumber the same, nor to his creditors under a commission of bankruptcy, or any Act for the relief of insolvent debtors, or to his own control, contracts, debts, or other engagements; and the testator declared that the said annuity should be paid to his said brother himself from time to time, when and after the same should become due, until he should attempt to charge, anticipate, or otherwise incumber the same, or until any other person or persons might claim the same, and from and after such attempt or claim, the same should be applied by his trustees, or some person under their direction, for or towards the personal support, clothing, and maintenance of his said brother, and for no other purpose whatsoever.

The testator died on the 23rd of July, 1835, and the trustees of his will duly paid the annuity to J. W. Astley, up to the 25th of December, 1841.

On the 31st of May, 1842, J. W. Astley took the benefit of the Insolvent Debtors Act; and the plaintiffs having been appointed his assignees, instituted this suit for the purpose of obtaining the annuity.

Wigram and *Hallett*, for the plaintiff, cited *Lord* v. *Bunn* (2 Y. & C. C. C. 98).

Beales, for J. W. Astley, cited *Golden* v. *Crowhurst* (10 Sim. 642), and *Twopenny* v. *Peyton* (10 Sim. 487).

J. Parker and *Colville*, for the trustees.

The VICE-CHANCELLOR said that, without giving any opinion whether the two cases decided by the Vice-Chancellor of England were or were not distinguishable from the present, he felt no doubt that this annuity passed to the assignees of J. W. Astley.

Bankrupt and Insolvent Courts.

COURT OF REVIEW.

Thursday, July 30.

(Before Sir GEORGE ROSE.)

Ex parte CHRISTIE, *Re* CLARKE.

Bank notes—Joint and separate estate.

Where a note issued by a bank was signed by one of the partners for the firm, and commenced in this form —"I promise to pay on demand, &c." the Court held, that the holder of the note was entitled to prove against the separate estate of the partner signing.

This was a petition presented by the assignees for the purpose of expunging a proof made against the separate estate of Mitchell, under the circumstances mentioned in the report of *Ex parte Buckler, re Clarke* (*ante*, p. 284). The notes were in the following form.—

"Leicestershire Bank.—I promise to pay to bearer, on demand, the sum of 10*l.* here or at Messrs. Williams, Deacon, Labouchere, and Co., London, value received.—For John Clarke, Richard Mitchell, Joseph Phillips, and Thomas Smith,—Richard Mitchell."

The question was, whether these terms established a right in the holder to prove against the separate estate of Mitchell.

Swanston and *Chapman*, for the assignees.

Russell and *Daniell*, for the crediter.

The following cases were cited *Hall* v. *Smith* (1 Barn. & Cres. 407); *Lord Galway* v. *Matthews* (1 Camp. 403; 10 East, 264); *Wilks* v. *Batt* (2 East, 142); *March* v. *Ward* (Peake's N. P. Cases, 130); *Clark* v. *Blackstock* (Holt's N. P. Cases, 474); *Doughty* v. *Bates* (11 Johnson's Reports of Cases in the Supreme Court of Judicature in New York, 554); *Ex parte Fairlie* (1 Mont. & Ayr. 17); and *Huddleston* v. *Briscoe* (11 Ves. 597).

Sir GEORGE ROSE (without hearing a reply).—The analogy betwen a proof in bankruptcy and an execution cannot always be followed out in all its consequences; for instance, on a joint judgment a separate execution may be issued, but no separate dividend can be obtained on a joint proof. In this case, it appears to me, that the commissioner has been too much governed by the case of *Hall* v. *Smith*, without adverting to the equities, which always operate in bankruptcy. This note raises a joint contract against the four bankrupts: on it a separate fiat might have issued—that would be a question of process; but the question of proof is governed by different principles. Could an action be brought against the respondent separately? Not till after demand; and in bankruptcy he would only be separately liable, in the character of a surety, and, as surety, he was entitled to have a demand made before he could be rendered liable. There was no legal demand made before the bankruptcy: the consideration went to the joint estate, and there was no legal demand, to carry a right against the separate estate. Neither demand nor consideration is stated on the deposition of proof. I shall therefore expunge the proof, and the assignees must have their costs out of the estate.

COMMISSIONERS' COURTS.

Monday, Aug. 5.

(Before Mr. Commissioner GOULBURN.)

Re DUMELOW.

The Court will punish any attempt by debtors to conceal their place of abode.

The insolvent was described as an attorney's clerk, of No. 17, Shepperton-place, New North road, Islington, and previously of 145, Whitecross-street, and occasionally at Wednesbury. He came up to day for his final order.

Lucas appeared to oppose him on behalf of a creditor, when he stated that cases similar to the present had of late increased to an alarming extent. Insolvents who knew their conduct would not bear investigation if inquired into by their creditors, had recourse to the following expedient. They take a lodging at a great distance from their creditors, and at a place which, if the residence was *bonâ fide*, would entitle them to apply to a district Court of Bankruptcy, and at which their creditors could not attend unless at great expense and inconvenience. In the majority of cases the pretended residence is at the house of some friend, to whom, if inquiries are made, answers calculated to mislead, and often absolutely false, are given. The result was, that in nine cases out of ten the insolvent succeeds. In the present case the insolvent represented himself as having lived in two places in London for the last twelve months, as required by the Act, to enable him to apply for relief to this court, but evidence could be offered to the Court to shew that he really lived at Wednesbury, near Birmingham; that all his creditors, save one, lived there; and that this was a mere attempt on the part of the insolvent to pass through this court without the creditors being able (practically speaking) to inquire into his conduct, or to shew to his Honour such grounds and circumstances as would induce him to say that the insolvent was not a fit person to ask for the benefit of the Act. The learned counsel concluded by stating, that unless this practice on the part of insolvents was checked, creditors would be left without the slightest protection against the frauds of dishonest persons.

Evidence having been given of the facts, as stated by the learned counsel,

Sturgeon addressed the Court on the part of the insolvent.

His HONOUR decided that the insolvent's residence was really within the Birmingham district, that the objection, therefore, was fatal, and that the petition must be dismissed. His Honour further expressed his concurrence with many of the observations of the opposing counsel, as to the necessity of giving creditors every facility to enable them to investigate the accounts and inquire into the conduct of their debtors.

INSOLVENT DEBTORS' COURT.

Wednesday, August 7.

In consequence of Mr. Commissioner Law's unavoidable absence from court, Mr. Nichols, the senior barrister, filled his place, and will continue to do so during the rest of the week.

A few bail cases and unopposed hearings formed the only business.

(Before Mr. Commissioner HARRIS.)

Re THOMAS AUSTIN.

Construction of the new statute 7 & 8 Vict. c. 94.

Cooke said he appeared on behalf of Messrs. Browning and Co. in whose name he submitted that the insolvent was not in need of the assistance of the Court to obtain his discharge from prison, as by the 7 & 8 Vict. c. 94, which received the royal assent on the 9th inst. there was a clause (the 58th) which enabled any person confined for debts under 20*l.* to obtain, on application to a judge, a release from prison. If this Court were to entertain this case, and to pronounce a remand at the suit of Messrs. Browning, they not having a judgment, the insolvent would not remain in prison an hour.

Mr. Commissioner HARRIS reminded Mr. Cooke, that under the statute a judgment by *capias* would follow a remand of the Court.

Cooke said his point was, that the insolvent did not require the aid of the Court to obtain his liberty.

Mr. Commissioner HARRIS said, he had considered the point, and had come to the determination of hearing the case. The words "shall" and "may" were very extensive.

The case was then proceeded with, but presented no feature worthy of remark, and was ultimately adjourned.

Irish Reports.

QUEEN'S BENCH.

TRINITY TERM, 1844.

Thursday, May 30.

REG. *v.* O'CONNELL and OTHERS.

The Court has not power to award a sentence of imprisonment to commence at a future day except where it is to commence at the expiration of an imprisonment under a previous sentence.

While the motion to arrest the judgment in this cause (see 3 Law. T. 264) was pending, the following notice was served upon the Crown solicitor:—

"The Queen v. Daniel O'Connell and Others. } Sir,—Take notice that in the event of no rule being pronounced by the Court to arrest the judgment in this cause, counsel on behalf of the several traversers will on Thursday next, or after the decision of the Court on the pending question, or when they shall severally be brought up for judgment, apply to the Court that whatever sentence the Court shall think fit to pronounce upon the respective traversers, shall be directed not to commence until such day as the Court in their discretion, shall think it right to order, to enable the traversers to prosecute their writ of error, and have judgment thereon between the said time of pronouncing said judgment and such day as shall be so appointed by the Court, which application will be grounded upon the proceedings already had in this cause, and an affidavit of which I shall send you a copy.

"William Ford.
Pierce Mahony.
J. M. Cantwell.
Peter McEvoy Garltan.
Agents to traversers.

"To Wm. Kemmis, esq. Crown Solicitor.

"Dated this 28th May, 1844."

An affidavit was made by Mr. O'Connell in support of the motion, in which he stated that he was advised and believed that errors had occurred in the case, and it was his intention to bring a writ of error, and to proceed upon it with all possible urgency, and that the application was not intended for delay, but with the *bonâ fide* intention of obtaining the decision of the House of Lords upon the judgment of this Court, which judgment he believed would be reversed.

The motion in arrest of judgment having been refused (3 Law T. p. 267), and the traversers having been ordered to attend on this day at the bar to receive the judgment of the Court,

Moore, Q. C. with whom was *Whiteside*, Q. C. now moved pursuant to the above notice. They admitted that they could find no precedent for such an application, but referred to the case of *Rex* v. *Wilkes* (4 Bur. 2574) to shew that the Court could pronounce a sentence of imprisonment to commence *in futuro*. *Reg.* v. *Waddington* (1 E. 172) was also cited. In the case of *Reg.* v. *Charlton* (2 Jebb. & S. 86), the prisoner, who was convicted of bigamy at Monaghan Assizes, and was sentenced by this Court on the 21st of Jan. 1840 to six months imprisonment in Monaghan gaol, but was allowed to stand out until the following Tuesday, when he was to surrender to the governor of the gaol. In *R.* v. *Davis*(a) (May 27, 1840) a similar order was made, and in *Reg.* v. *Morgan and Stevenson*. In the case of *Reg.* v. *Byrne*, proprietor of the *Kerry Examiner*, which was decided only two years ago, the Court made an order that the defendant should surrender to the gaoler within a week. (*Freeman*, Q. C. who was engaged in the case, stated that it was so ruled by consent.) *Sir Walter Raleigh's* case Crok. Jac. 495; *Harris's* case, 1 Ld. Raym. 482; *R.* v. *Williams*, 1 Leach, Cr. L. 536; *R.* v. *Bath*, 1 Leach Cr. L. 441; Hawk. P. C. c. 48.)

Smith, A. G. and *Greene*, S. G. contrà, cited *Reg.* v. *Wilkes*, as reported in 4 Brown, P. C. 367, and 19 St. Tr. 1127-33, to shew that in a subsequent stage of that very case, which was cited on the other side from 4 Bur. 2574, one of the grounds of error assigned was, that the sentence was directed to commence *in futuro*. In the case of *Huguenin* v. *Baseley* (15 Ves. J. 182) it was expressly stated by Lord Eldon that a writ of error did not stay judgment in criminal cases. *Reg.* v. *Templeman* (1 Salk. 56); *Reg.* v. *Duke* (1 Salk. 400); *Hodges* v. *Humkin* (2 Buls. 139); and Brooke's Ab. were also cited for the Crown.

PENNEFATHER, C. J.—The Court are of opinion that this motion ought not to be acceded to. There may be practically many reasons for which, if the Court were at liberty to take them into consideration, they might come to a different conclusion. No one could feel more grieved than we should if the proposition which Mr. Moore laid down should occur; if, after the parties had undergone to a considerable extent the punishment awarded by the Court, they should be found in a situation entitling them to say that they ought never to have received any punishment at all. We all feel that it would be a very distressing state of things. But so it would be in all cases in which parties are tried and punished, and afterwards having sued out a writ of error, succeed in reversing the judgment on which they stand convicted, a matter so to be lamented would hold in all cases as well as in the present. And if that be the case, it is very strange that this should be an application without precedent, even on the admission of the counsel who made it. The regret, however, if such a circumstance should occur, would be caused, not by the judges who pronounced the sentence, but by the operations of the the common law. The judges have no discretion in such a case; they have to administer the law as they find it, and if there is any matter of difficulty in the subject sufficient to call for the interference of the Legislature, that is the place to appeal to; but unless some authority is shewn to the Court, they are to act on the law as they find it, however unpleasant they may find it, without regard to consequences. It is a remarkable feature in this case, that this is the first time such an application has been made; and I undertake to say that, except in certain excepted cases, it is the first time such an application ever was made to the Court, and I may take the fact to be admitted, that the universal course of practice is against the application, except in those cases which have been referred to.

(a) The cases of *R.* v. *Charlton*, *R.* v. *Davis*, *R.* v. *Morgan and Stevenson*, and *R.* v. *Byrne* were [illegible] the rule books of the Court.

Now, with regard to the effect of a long course of practice, let us see what the judges have laid down upon the subject in *Rex* v. *Wilkes*, upon reference made to them in the House of Lords (19 St. Tr. 1130); it was stated (Chief Justice Wilmot delivering the unanimous opinion of the judges) that "a course of precedents and judicial proceedings in courts of justice make the law; it would be endless to cite cases upon it; a course of practice for a few years has been held to control an Act of Parliament." We are to recollect that the law is generally as I have stated it, and that it is the course of practice as affecting the subject; that it is not in the power of the Court to withhold judgment where a conviction has been had, and where the Attorney-General thinks proper to call for our judgment. Some cases have been cited by Mr. Whiteside, but I will make this one observation as regards them, one and all: they are no authority, for they all were ruled on the consent of the prosecutors; here, they not only don't consent, but they further inform the Court, that, in their opinion, if the Court should grant this application, it would cause the introduction of error upon the record. We are therefore warned that we have not authority to grant this application; and, upon looking carefully at the case of *Rex* v. *Wilkes*, and to the arguments and decisions of the judges to whom the case was left by the House of Lords, I think the observations of the counsel for the Crown are well warranted, and that to pronounce a sentence to commence at a future time, is a thing which may not be done, except in one excepted case, where a party is in custody undergoing a previous sentence; in such case, a future imprisonment may be awarded by the Court, an imprisonment which is to commence at the conclusion or termination of the former sentence, because, by adhering to that time, the prisoner has never had an opportunity of being beyond the jurisdiction of the Court,—at no time has he been at large. There is another reason given why the Court should not have such a power, that thereby every thing of an arbitrary nature is prevented. They say (1135, 19 St. Tr. p.) that it would very dangerous to give to the Court a power to pronounce a sentence to commence at a future time; for if they can postpone it for five days, they could for five years, or for fifteen years, and the sentence might be kept hanging over the heads of the parties for that time; and that is a very good reason why the Court should not have this power. *Rex* v. *Waddington* is such a case as has been mentioned, where a second sentence of imprisonment was directed to commence from the termination of the previous one. There is not only an absence of authority to warrant this Court in departing from the usual practice, but there is also the case of *Rex* v. *Wilkes* to sanction our present decision. These are the grounds on which I feel satisfied with it. In the absence of every thing to guide me in acceding to it, it would be a very strong reason indeed which should induce me to grant such an application; but I must say I feel great uneasiness in consequence, not of any doubt that I feel on the subject, but of the difference of opinion that existed upon the bench in this case, and I fully concur in the eulogium passed upon one of my learned brethren, and have great respect for the ability which that learned judge displayed in stating his reasons for differing from the other members of the Court; and on the argument of the new trial motion, he may have thrown out some expression that, upon a reconsideration of the question, he still remained of the same opinion. That is all very true, and I quite concur that that is a reason why the Court should deliberate, and act considerately. That is all very well, but there is in this case a judgment of the Court of Queen's Bench as binding as if it were the unanimous judgment of the Court, and it is entered upon the record just the same as if it was; and if the reconsideration of the dissentient judge be a matter to be taken into consideration, I may say that the other three judges have reconsidered the matter, and their adherence to the same opinion is perhaps entitled to as much consideration. But I shall say no more upon that subject. Upon the whole of this case, I consider that this application is neither founded on the principles or practice of the law, and my learned brethren concur with me in refusing it.

Burton, J.—I have gi en the present application my most anxious consideration; I will say anxious, for I do feel that there is some defect existing in the law as it at present stands; and I have often thought that the Legislature should make some alteration in the law on the subject. However, as no such law now exists, and as no precedent whatever (as has been admitted by the traversers' counsel) warrants this application, I shall merely add that I concur with the other members of the Court in refusing it, as being contrary to the practice and spirit of the law.

Crampton, J.—I concur with the rule pronounced by the other members of the court. It is not an application to stay the sentence of the Court, which might possibly have been granted, but that the imprisonment (if any) awarded to the traversers should be postponed until a certain day, which the Court should appoint. Now, by uniform usage, by continued practice, from which often the law itself has been held to spring; in fact, I might say, upon principle, a sentence following verdict involves the notion of immediate execution; but here we are called on to pronounce an unprecedented sentence. I more than doubt the power of the Court to pass the sentence. I do not go so far as to say that the present motion is intended to cause an error on the record, but it would be at all events putting questionable matter on the record. The Court should be careful of arrogating to itself the power of suspending a sentence for days, it might be, or years. If we now exert this power in mercy to the prisoners, may we not at some future day be called on to exert it by the Crown against the prisoner? We should be very slow to arrogate to ourselves this dangerous power. [His lordship then, referring to the case of *R.* v. *Waddington*, observed that the Court had always the power of superadding a sentence, to commence at the termination of a previous one, proceeded to say:] Were we to comply with the present application, we should have to pronounce a sentence, and say in the same breath, that we thought it ought not to be carried into execution. We should be called on to do this in every case in which a prisoner might say he had *bonâ fide* determined on bringing a writ of error; and yet there is not a case to be found in which such an application has been made, though it is a very likely application if it was warranted by law, as Courts must have sometimes pronounced erroneous judgments. It has been stated, that there are precedents for this application to be found in the rule books of this Court, but they were orders not made by the Court of its own accord, but by the consent of both parties, which renders them inapplicable as authorities in the present case. The position of the Court no doubt is a painful one, to be called on to pronounce judgment upon persons found guilty in any case by the verdict of a jury; however, we are still bound to do so; and if that position be painful, it is much more painful in a case where there is any difference of opinion amongst the members of the court; at the same time, as it has been justly said, whatever orders are made, even under those circumstances, are as much the orders of the Court as if the judges are unanimous. However, I am glad that the difference which exists is not upon the merits of the case, but upon matters of comparative insignificance. These are the reasons upon which I think that this motion ought to be refused.

Perrin, J.—The ground on which I think that the motion ought not to be granted is, that the Court have not the power which has been contended for. It is an authority capable of great abuse, and which, if possessed, might be made an instrument of great oppression; it never has been assumed by any court or judge. I cannot, therefore, contrary to the uniform course of law, hold that we can pass this sentence which is contended for. It might be made an instrument of grievous oppression; the inconveniences must be endless of pronouncing such a sentence. The case which has been relied on, (*R.* v. *Wilkes*), seems to me to afford an inference not in favour of this application, and I cannot find any precedent for it. The cases which have been adverted to, as decided in this court, do not appear to me to afford any authority for such a course. In all these cases, the Court pronounced a present judgment; and there is only one case (*Rex.* v. *Davis*), where the execution was in fact postponed; the rule of Court was pronounced for a definite period of imprisonment. In *Reg.* v. *Charleton*, he having come up himself, without any process, made an application that he might go down by himself, and not in the custody of the sheriff; so in the other cases; and certainly they were adopted without argument. I more than doubt the authority of the Court to grant such an application, and, seeing seeing the danger of great abuse, and though it might be, and would be, in my opinion, a very great good to give the Court such a power where writs of error are brought, in this case I cannot hold that the Court ought to pronounce in favour of this unprecedented application, and thereby come to a decision which might be held to be bad, and of itself to vitiate the whole proceedings. *Motion refused.*

Burton, J. (being the second judge of the Court) then proceeded to pass the following sentence. That Daniel O'Connell be imprisoned for the space of twelve calendar months, and pay a fine of two thousand pounds, and further enter into his own recognizance in the sum of 5,000*l.* to be of good behaviour for the space of seven years, and find two sureties for the like purpose in the sum of 2,500*l.* each, and that each of the other traversers be imprisoned for the space of nine calendar months, pay a fine of 50*l.* and perfect securities for their good behaviour, themselves in the sum of 1,000*l.* and two sureties in 500*l.* each respectively.

The traversers having expressed a wish by their counsel to be imprisoned in the Richmond Bridewell, upon the South Circular Road, the Court directed the order to be framed accordingly, and they were then handed over to the custody of the sheriff of the city of Dublin.

Monday, June 3.

Reg. v. O'Connell and Others.

Quære, is a defendant after conviction entitled to obtain for the purpose of speeding a writ of error a copy of the names of the witnesses and other indorsements on the indictment, and to inspect and compare the record?

Ford, attorney for Daniel O'Connell, esq. having applied to the clerk of the Crown for liberty to inspect the record in this case for the purpose of procuring the names of the witnesses supposed to be indorsed on the indictment, and sworn and examined before the grand jury, together with the other indorsements, if any, thereon, and the clerk of the Crown having declined to permit the record to be inspected, notice was served upon the Crown solicitor, calling for a copy of the indorsements on the indictment, and a list of the names of the witnesses indorsed thereon, and for liberty to compare the same with the original, and stating that in case of refusal an application would be made to the Court to order the officer to permit the record to be inspected, and give the information required; the notice also stated that counsel had advised that the information required had become necessary in order to the preparation and speeding of a writ of error, and offered an undertaking, if required, that the names of the witnesses should not be made public, but should be used solely and altogether for the *bonâ fide* purposes of said writ of error, and the assignments to be founded thereon; and an affidavit was made by Mr. Ford, in which he stated, that counsel of great eminence both in England and Ireland had advised the defendants that there was good and sufficient ground for proceeding by writ of error to reverse the judgment in this case, and that he had been advised to apply for liberty to inspect the record and for the information he had called for. The Crown solicitor offered to permit a certified list of the names of the witnesses to be furnished by the officer, but refused to consent to the record being inspected, or a copy of the indorsements thereon being furnished, under these circumstances.

Whiteside, Q. C. now moved, pursuant to the above notice, and referred, in support of the application, to the affidavit of Mr. Ford, and to the case of *Rex* v. *Midl*[illegible]*n* (3 Bur. 1722).

Smith, A. G. and *Greene*, S. G. opposed the application; a similar one was refused in *Rex* v. *Barrett* (Cook & Al. 112), and in the present case no express ground had been alleged, no special case had been made to shew that the application ought to be complied with.

The Clerk of the Crown, in answer to Perrin, J. who inquired what was the ordinary course in such cases, stated that he never knew of such an application being made before.

Pennefather, C. J. was of opinion that unless some very strong and special case, shewing clearly the absolute necessity of an inspection of the record, the Court ought not to establish a precedent by granting this novel application. There appeared no reason why the information offered by the Crown would not be sufficient for the purpose of the traversers, unless they had some ulterior object in view.

Burton, J. thought that the present application was perfectly fair and reasonable, though certainly it was without a precedent; though strictly speaking, perhaps, as the traversers' counsel had not specified any reasons for the request, it ought not to be granted; but he could not see any possible objection to permitting the record to be now examined in open Court, and he could not suppose that any harm could ensue from granting the application.

Crampton, J. felt great difficulty in making a precedent, where no reason was assigned, for the Court's making a special rule. The Court was left too much in the dark respecting the object of the application; they were left to conjecture whether the object of it was to further justice or to obstruct it, and merely for the purpose of raking out errors hitherto undiscovered. He therefore thought the Court would not be warranted in granting the motion.

Perrin, J. was of opinion, that as it was the right of every subject to bring a writ of error, he was entitled to every fair and legitimate means of supporting the same. The only difficulty in his mind, save the cogent reasons assigned by the Lord Chief Judge and Mr. Justice Crampton, was, for what purpose the information was required; however, he had known instances over and over again in which a similar request had been conceded, and such being the case, and his view of the practice of the Court, he could see no substantial objection to granting the present application.

Smith, A. G.—As two members of the Court are of opinion that the application should be granted, I shall offer no further objection to it.

Bourn (Clerk of the Crown) then handed over the record to Mr. Ford for inspection, and the attorney consented also to a copy of the names being furnished, as had been originally offered by the Crown solicitor.

THE LEGISLATOR.

Summary.

As the Transfer of Property Act has necessarily excited much interest in the Profession, we have deemed it right to print it entire in

the PROPERTY LAWYER. As it does not come into operation until the first of January next, we shall avail ourselves of the interval to publish an elaborate commentary upon its provisions—a task which a skilful conveyancer has undertaken for us. Of the Insolvent Debtors Bill an abstract is given, preparatory to its appearance entire in its proper place among the New Statutes. We shall not omit to lay before the Profession the important Bills introduced on the rising of the Parliament for amending the Law of Settlement, regulating the fees of Justices' Clerks, &c. as well as Mr. Gladstone's model Bill for facilitating legislation on private matters. All these will form topics of anxious discussion during the recess.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

ROYAL ASSENT.

Friday, August 9.

Mr. Speaker reported the Royal Assent to the following Bills:—Consolidated Fund, Appropriation; Church Endowment, Poor Law Amendment; Municipal Corporations; Duchy of Cornwall Assessionable Manors; Roman Catholic Penal Acts Repeal; Metropolitan Buildings; Piccadilly Improvement; Insolvent Debtors; Railways; Turnpike Trusts, South Wales; Controverted Elections; Woods and Forests Accounts; County Coroners; South Sea Company; Savings Banks; Slaughtering Horses; Clerks to Attorneys; Tralee Navigation and Harbour; Salmon Fisheries, Scotland; Marriages, Ireland; Spirits, Ireland; Grand Canal, Ireland; Arms, Ireland; Protection of Purchasers, &c. Ireland; Charitable Donations and Bequests, Ireland; Grand Jury Presentments, Dublin; Middle Level Drainage and Navigation; Paisley General Gas; Duke of Hamilton and Brandon's Estate; Leeds Vicarage; Gape's Divorce.

ADJOURNMENT OF THE HOUSE.

The House, at its rising, adjourned till Thursday, the 5th of September next.

PRIVATE BUSINESS TRANSACTED.

SESSIONAL PRINTED PAPERS.

Par. Num.
566 Custom House Frauds—Report of Committee.
599 Railway Department—Minute of the Lords of the Committee of Privy Council for Trade.
562 Bills—Thames Embankment.
574 — Heritable Securities, Scotland.

Bills in Progress.

THE PROJECTED EMBANKMENT ON THE RIVER THAMES.

We obtained on Saturday a printed copy of the Bill recently introduced by the Government relative to the Thames embankment. It is entitled "A Bill to empower her Majesty's Commissioners of Woods to form a Terrace and Embankment, with convenient Landing-places for the Public on the Middlesex shore of the River Thames, between Westminster and Blackfriars bridges." The measure, which was under the care of Lord Lincoln, M.P., and Sir G. Clerk, contains no less than 84 clauses, with a copious schedule. It is, of course, laid on the shelf until next session, being merely brought in and printed for the information of hon. members, and to afford them an opportunity of considering its provisions during the ensuing recess. Power is given to the Commissioners of Woods and Forests to carry out the purposes of the Act, the expenses to be defrayed out of the fund to be created for the execution of improvements in the metropolis. The third clause, which will be most interesting to the public at large, enacts that it shall be lawful for (that is, it empowers) the Commissioners of Woods and Works to make and construct a raised terrace and public roadway or communication from or near Whitehall-place, in the parish of St. Martin's-in-the-Fields, in the city of Westminster, on or along the bed or shore of the river Thames, on the Middlesex and City of London side thereof, to or near to Chatham-place, Blackfriars, in the City of London; also to embank certain portions of the bed or shore of the river, on the Middlesex side, from Westminster-bridge to the said intended roadway, at or near the northern pier of the intended Hungerford Suspension-bridge, and also from time to time to alter, widen, divert, and remove all causeways, piles, stairs, hards, or landing-places, on the shore of the river, or projecting from the bank thereof, on the side aforesaid, between Westminster-bridge and Chatham-place; and to drive other piles, and to construct other causeways, piers, stairs, &c. in such situations and in such manner as they (the Commissioners) shall deem best suited to the convenience of the public, and to remove all mud-banks and obstructions on the bed or shore of the river, and to deepen, scour, and cleanse the same bed or shore on the Middlesex side, and to dredge and deepen any other parts of the river between Westminster-bridge and Chatham-place aforesaid; and also to make and maintain all necessary and convenient ways and communications from Whitehall-place, Villiers-street, and Savoy, Wellington-street, Surrey-street, Norfolk-street, and Arundel-street, to the intended terrace and roadway, and to construct and maintain all necessary viaducts, roads, bridges, embankments, quays, basins, banks, walls, locks, sewers, culverts, drains, arches, landing-places, tide-gates, piles, and other necessary works. The remaining clauses would not interest our readers, as they merely relate to the details of measures by which the purposes of the Act are to be carried into effect.

HOUSE OF COMMONS.

LAW OF SETTLEMENT.

THURSDAY, Aug. 8.—Sir J. GRAHAM said he now rose to move for leave to bring in a Bill for the alteration of the law of settlement. There had been during this session many important discussions on the Poor Law, but the branch of it which he was now about to bring under consideration was by no means of secondary importance, as regarded the poor or the rate-payers, or the distribution of labour. About 12,000 orders of removal were annually executed in England, independent of orders against Scotch and Irish paupers, and affected about 30,000 persons. The Scotch and Irish orders were about 7,000, and affected about 15,000 persons. On the whole there were annually—

	Orders of removal.	Persons removed.
English........	12,000	30,000
Scotch and Irish	7,000	15,000
	19,000	45,000

The House would do well to consider the amount of human suffering caused by these orders of removal. It was a breaking up long established connections, and was extremely painful to the poor. At the same time, it was necessary. What the House had to consider was, whether any mitigations of it were possible. It had been observed, by no less an authority than Adam Smith, that there was not a poor man in England of forty years of age who had not had some reason to complain of the law of settlement, either in his own person or that of some member of his family. It was an extremely important and difficult subject, and the course which he proposed to take was, to repeal all the statutes with reference to settlement at present on the statute-book, and to legislate *de novo*. There were no less than thirty or forty Acts of Parliament at present on the subject. The Bill which he should propose would embrace the law of settlement, the law of removal and of appeal on removal, and at least so far as related to voluminousness would stand in contrast to the existing law. The subject was naturally divided into the branches of the settlement itself, the power of removal, and the law respecting the appeal upon the order. First, with respect to existing settlements, he proposed wherever there had been an order of removal, and a fixed settlement, that that settlement should not be disturbed. He then proposed to repeal the existing rights of settlement, which, he believed, were no less than nine in number. Settlements were now gained by marriage, by apprenticeship, by renting a tenement, by paying rates, by holding an estate, by hiring and service, by serving an office, and, last of all, by birth. His proposition was, that henceforth birth, and birth only, should give a settlement, and that the place of birth should be held to be the place of settlement. Failing proof of the place of birth, he proposed to admit proof of a derivative settlement in the second degree. First, he proposed to admit the father's settlement, and failing that, the settlement of the mother. He would not carry the derivative settlement any further, and he proposed that the settlement of the grandfather and the grandmother should no longer be a ground of settlement. He was now speaking only of legitimate children; and in the case of illegitimate children, he proposed to take the place of birth in the first instance, and failing that, the place of the mother's settlement. He proposed that unsettled persons should be relieved in the parish in which they became destitute till their removal. He also proposed that the register of births and deaths, and the register of baptisms, should be admitted at proofs of birth; and that a married woman should not be removed from her husband's settlement during her husband's life. He had now exhausted the first branch of the subject. He had thought that settlement by birth was the most simple; and that the derivative settlement, in the first degree from the father and mother, was also the most simple, the most sure, and the most advisable. He now came to the second branch of this subject. Any change of the law which impeded the gaining of a settlement and facilitated removals was acceptable to large and populous parishes, whilst the converse was the truth in the case of parishes in the rural districts. Any change in the law that facilitated the gaining a settlement and impeded removals was acceptable to them. And as the proposition he had made fixing birth and parentage as the groundwork of settlement would be acceptable in one quarter, he sought now to balance that by proposing to create an intermediate state between settlement and non-settlement, in which a person, though not settled in parish A could not be removed from thence to parish B, where he was settled. If, however, he became chargeable in a third parish, he would be removed to parish B, not to parish A. He should propose that the following six classes of persons should not be liable to removal—and these exceptions were intended to apply equally to Scotch and Irish as well as to other classes:—First, no man who had ordinarily resided and worked in or near the parish for five years, and had not been convicted of felony or misdemeanor, should be removable. Second, no woman residing with her husband at the time of his death in the parish of his settlement should be removable after his death to her own parish. Third, no widow, whether living in her husband's parish or elsewhere, should be removable for twelve months after his death. Fourth, no child under sixteen years of age should be removable from its father. Fifth, no legitimate child under sixteen years of age, if the father be dead, and no illegitimate child under sixteen, should be removable from its mother. Sixth, no one becoming chargeable by sickness or accident should be placed under order of removal until he had received relief forty days consecutively. He proposed to declare expressly what was now the law—viz. that all persons were to be relieved where they were found resident, irrespectively of their settlement. It was proposed also to impose a penalty on irregular removals. With regard to the procedure in cases of appeal, it was intended to enable the parties, as it were by agreement, to effect an amicable removal without the intervention of courts of law. If an order were taken out, the steps he proposed to enjoin were as follows: the overseers of the removing parish were to send to the overseers of the appellant parish a copy of the order, and a statement of the grounds for such order, within seven days. The latter document was not to contain a copy of the examination, but a statement of the grounds for the removal. Then the overseers of the appellant parish were to have twenty-one days, after the receipt of the order, to determine whether they would resist the removal or not, and if at the expiration of that period they resolved not to take the party removed, but to object to the order, they were also to send to the overseers of the removing parish a notice of appeal, and a statement of their reasons for objecting. So that a statement of the reasons on which the removal was objected to would be required. Both parties were to be concluded by these statements, and on the hearing of the appeal would not be at liberty to produce any other grounds. If no notice of appeal were given, the overseers of the removing parish might remove the pauper at the end of forty days after the notice of removal. He should then propose that the appeal should be tried at the quarter sessions next after fourteen days had elapsed from the time of given notice of appeal. The pauper might be delivered at the workhouse instead of to the overseers; and the cost of relief given during the forty days, or till the appeal was decided, might be recovered by the respondents, if successful. Notices, if properly registered, might be sent through the post-office. With regard to Scotch and Irish poor, some special enactments were rendered necessary in their case. It would be observed that he had already provided, under certain circumstances, very largely in favour of that class of paupers. But there was a difficulty connected with their removal, on account of the state of the law in Scotland and Ireland. He proposed, therefore, that rules should be framed by the justices in their respective districts which should provide, as far as might be, for removing the Scotch or Irish poor to the ports or places nearest the place of their birth or residence. He thought that at present removals were made of these people upon light and insufficient grounds, which would by no means justify a removal in England, and which removal, if it took place in England, upon appeal was almost certain to be set aside. In the case of illegal removals it was impossible to give an appeal to an Irish board of guardians or a Scotch parish; because the removal could not be to an Irish union or a Scotch parish, but to a country (in the former there was no law of settlement); and because there was no absolute right to relief created by the presence of the party in the union or parish. Being most anxious to introduce a power of appeal with reference to the removal of Scotch and Irish, he proposed to do it in this way: when any removal should take place upon illegal grounds either to Scotland or Ireland, the poor-law commissioners, on the representation of the local bodies, or of parties having an interest in the matter, should have the power to cause an appeal to be prosecuted at the sessions against the order of removal, and in the event of that order being quashed, the parish obtaining the order should pay all the costs of removal and also the costs of bringing the party back. He was satisfied this would produce great caution, and furnish a salutary constraint on the removal of paupers on insufficient grounds. Above all, he was satisfied it would give due protection to those natives of Scotland and Ireland who have given the flower of their youth and industry for the benefit of this country. He had now stated the grounds on which, after much deliberation and anxious care, he had thought it his duty to propose to the House this alteration in the law of settle-

ment. He was fully aware of the great advantage of laying a Bill of this description on the table of the House on the eve of the recess, from the jealousy with which all such subjects were watched, and the great advantage the Government would derive from the suggestions and information they would doubtless receive, and to which it would be their duty to pay attention. He was not so vain as to believe there might not be good and solid objections against the alteration in the law of settlement which he proposed. Some might think it would benefit only the towns, and others only the rural districts; but it was his belief that it would conduce to the benefit of the whole country. He believed, also, it was most salutary and humane as respected Scotland and Ireland, and not in the least unjust towards England. He was obliged to the House for their attention, and had now only to repeat that if his proposition should be in any degree successful, it would at all events have the merit of repealing thirty or forty statutes—many of them conflicting statutes—and placing the whole country on a firm and intelligible footing, to the principle of which, whatever objection there might be as to details, he could anticipate no solid objection. The right hon. baronet concluded by moving for leave to bring in a Bill to consolidate and amend the laws relating to parochial settlement, and the removal of paupers.—The Bill was then brought in and read a first time.

MAGISTRATES' CLERKS, &c. BILL.

Sir J. Graham said he now rose to bring in the last Bill of the present session. (Hear.) He moved for leave to bring in a Bill to regulate the appointment and payment of clerks of the peace, of clerks to justices, clerks of petty sessions, of assize, and similar public officers. With respect to clerks to justices of the peace, and clerks to magistrates in particular, he proposed that their labours, instead of being paid by fees, should be paid by salaries. (Hear.) He further proposed that magistrates should in future exercise their duties in public (Hear), that they should meet on fixed days in petty sessions to conduct their proceedings publicly, and that no magistrate should be permitted in future to discharge the duties of a justice of the peace at his own house. (Hear.) The provisions more immediately relating to magistrates' clerks, clerks of the peace, arraigns, indictments, &c. were these:—The justices of each division were to elect a clerk, and that clerk must be an attorney of not less than five years' standing; justices' clerks, &c. were to be paid by salary out of the county rates, and not by fees, and the amount of the salary was to be determined by the magistrates in quarter sessions. In future, the fees received by the clerks were to be paid into the county fund. The duties of the clerks were also defined for the purpose of insuring regularity and saving expense to those who sought for justice. The next provision was, that clerks of the peace were to make out an account of fees received by them in each year of the seven years next preceding the 1st of January, 1844. The Secretary of State for the Home Department was empowered to examine into the legality of those fees, and to ascertain and certify the gross net annual value of the lawful fees and emoluments of clerks of the peace. It was further proposed to give clerks of the peace power to receive lawful fees until otherwise directed. If the amount of fees received by existing clerks of the peace should, in any year, exceed the amount certified by the Secretary of State, the surplus was to be paid to the Treasury; but if the fees should fall short of that amount, the deficiency was to be made good out of the Consolidated Fund. The Bill defined the duties of clerks of the peace, and further provided that on the death or dismissal of any clerk of the peace, his successor was to be paid out of the county rates, and the amount of salary to be determined by the magistrates in quarter sessions, and the fees received by him were to be paid into the county stock. By the Bill power was given to the Secretary of State to prepare and settle uniform tables of fees to be taken by clerks to magistrates, clerks of the peace, of assize, of arraigns, of indictments, by associates, and by other such public officers. Traverse fees were to be abolished, as well as all fees in the nature of proclamation or acquittal fees, or fees respecting the discharge of any recognizance. (Hear.) It was further provided that any person taking fees other than those approved of by the Secretary of State should be liable to a penalty of 5*l*. The last provision he should notice was that municipal corporations were empowered to agree with present or future officers to pay by salary instead of fees. He had now stated the heads of the Bill, and he sincerely believed that its principle and provisions would be found to tend greatly to the public advantage.—To a question from Mr. Morris, Sir J. Graham was understood to say that the great object of the Bill was to secure an effective and inexpensive administration of justice; and though one of the provisions made it requisite that the clerks should be attorneys, this appointment was not to prohibit them from practising in their profession.—Mr. B. Denison said a few words, but was inaudible in the gallery.—Captain Pechell considered the Bill would improve the existing state of things. He hoped, however, that petty sessions would not to be granted to those places which had not proper accommodation for the magistrates. He thought that the practice of holding sessions at inns and public-houses ought to be done away with; and he considered that those places which failed to provide a proper building for the bench ought not to have the privilege of petty sessions. With respect to the alteration in the appointment of clerks of the peace and to magistrates, he hoped those attorneys who were violent political partisans would not be allowed to be eligible to the office.—Mr. B. Escott said the highest object a Secretary of State could attain was the purification of the country from that gross system of extortion which had been hitherto practised in those departments which the Bill particularly referred to. He would not enter upon the details; he would content himself with one remark in relation to the provision for abolishing fees. It was proposed that fifty years' usage should be taken as an evidence of the legality of such fees. But what he submitted was, that, in cases where fifty years of gross extortion had existed, the clerks, before sending in their average incomes, should first have this system of extortion put an end to. He recollected an instance where three persons had been indicted for perjury at the Dorset assizes, when the expenses they were put to before they were suffered to plead amounted to 9*l*. sterling. He had known another case, in which two respectable persons in nearly the same circumstances, anxious to come immediately to the trial, had been put to an expense of 24*l*. before pleading, and told they could not come to their trial immediately without the consent of their prosecutor. The same had happened even at the quarter sessions. Now this was occasioned in part by men who knew they were by their extortionate conduct liable to indictment and a penalty. All he wished was, that, before the Home was called upon by those parties for remuneration under this Bill, they should be furnished with information as to which of those parties had been guilty of extortion, so that they might not be suffered to raise an exorbitant claim upon the amount of their own extortions.—Mr. Wakley supported the Bill, which he thought would prove extremely beneficial in its operation.—Mr. G. Knight said the country was in this instance deeply indebted to the right hon. bart. who had admirably done his work this session, in his attempt to improve the law. Never in his experience had the situation of Secretary of State for the Home Department been more ably filled. (Hear, hear.) Leave was then given to bring in the Bill, which was read a first, and ordered to be read a second time that day three months. The Parochial Settlements Bill was introduced, read a first, and ordered to be read a second time that day three months.

CAPITAL PUNISHMENTS.

Mr. Brotherton inquired whether it was the intention of the Government to introduce a Bill in the next sessions of Parliament, either to abolish capital punishments altogether, or to extend the exceptions from it; and then proceeded to read a letter which he had received from Nottingham, respecting the accident that occurred at the execution there on Wednesday.—Sir J. Graham said he had no hesitation whatever in telling the hon. gentleman that her Majesty's Government had no intention to introduce any measure on that subject. His opinion was entirely the reverse of that expressed by the hon. gentleman, as regarded the moral effect of executions in cases of murder. At the same time, he must express his deep regret at the fatal occurrence which had taken place at Nottingham; though he must say he had never heard an inference which appeared to him to have so little foundation, as that this fatal catastrophe was at all to be ascribed to the bad moral effect of a public execution. (Hear, hear.) The event might have occurred at a horse-race, or even, through sudden panic, in a chapel. He repeated that he had no intention of proposing either the abolition or the remission, in certain cases, of capital punishments.

NEW STATUTES.

Of the Session 8 *Victoria.*

[In this record of actual Legislation, we adopt the plan of giving the titles alone of the statutes of no general or professional interest; and analyses of the more important changes in the law, printing at length such statutes or parts of statutes only as are of particular interest to our readers.]

(*Continued from page* 361.)

Cap. XXIII.

An Act to continue for Five Years an Act of the second and third years of her present Majesty, for the better Prevention and Punishment of Assaults in Ireland. (July 4, 1844.)

Cap. XXIV.

An Act for Abolishing the Offences of Forestalling, Regrating, and Engrossing, and for repealing certain Statutes passed in restraint of Trade. (July 4, 1844.)

This statute extends the 12 Geo. 3, c. 71, to Scotland and Ireland, and then provides:—

That after the passing of this Act the several offences of badgering, engrossing, forestalling, and regrating be utterly taken away and abolished, and that no information, indictment, suit, or prosecution shall lie either at common law or by virtue of any statute, or be commenced or prosecuted against any person for or by reason of any of the said offences or supposed offences.

Sec. 2 repeals the following statutes and parts of statutes:—

51 Hen. 3, Judicium Pilloriæ; 12 Edw. 2, c. 6; Temp. Hen. 3, Edw. 1, Edw. 2, c. 7, 10; 23 Edw. 3, c. 6; 25 Edw. 3, stat. 4, c. 3; 27 Edw. 3, stat. 1, c. 3, stat. 2, c. 11; 31 Edw. 3, stat. 2, stat. 3; 35 Edw. 3; 37 Edw. 3, c. 5; 37 Edw. c. 15; 2 Rich. 2, stat. 1, c. 2; 13 Rich. 2, stat. 1, c. 8; 4 Hen. 4, c. 25; 25 Hen. 8, c. 2; 28 Hen. 8, c. 14; 3 & 4 Edw. 6, c. 19; 3 & 4 Edw. 6, c. 21; 5 & 6 Edw. 6, c. 15; 1503, c. 38; 1535, c. 26; 1540, c. 16, 18, 32; 1555, c. 35; 1579, c. 26; 1592, c. 70; 1661, c. 280; 4 Edw. 4, c. 2; 37 Hen. 8, c. 2; 11 Eliz. c. 4; 2 Anne, c. 15; 9 Anne. c. 7; 10 Geo. 1, c. 10, s. 1; 15 Geo. 2, c. 9; 31 Geo. 2, c. 8; 13 & 14 Geo. 3, c. 22, s. 73; 27 Geo. 3, c. 46, s. 3.

Sec. 3 enacts, that the Acts repealed as to Great Britain by 12 Geo. 3, c. 71, be repealed as to Great Britain and Ireland.

Nothing in this Act to apply to spreading false rumours.—Provided always, and be it enacted, that nothing in this Act contained shall be construed to apply to the offence of knowingly and fraudulently spreading or conspiring to spread any false rumour, with intent to enhance or decry the price of any goods or merchandize, or to the offence of preventing or endeavouring to prevent by force or threats any goods, wares, or merchandize being brought to any fair or market, but that every such offence may be inquired of, tried, and punished as if this Act had not been made.

Cap. XXV.

An Act to repeal the Duty of Excise on Vinegar, and to make the Duties and Drawbacks now payable on Flint-glass the same as on Bottle-glass. (July 4, 1844.)

Sec. 1 recites 6 Geo. 4, c. 37, and 1 & 2 Vict. c. 44, and then proceeds to enact, that after the passing of this Act, the duties and regulations for securing the duty on vinegar to cease, save as to any arrear of duty or penalty, and gives permission to the Commissioners of the Treasury to remit certain of the duties on vinegar, &c. before the passing of this Act.

Sec. 2. Vinegar-makers to take out licenses as heretofore.

Sec. 3. Vinegar-makers to make entry of their premises and utensils with the excise as directed by statutes 7 & 8 Geo. 4, c. 53; 4 & 5 Wm. 4, c. 51; 4 & 5 Vict. c. 20.

Sec. 4. Vinegar-makers having stills, are to use them only subject to such rules as the Commissioners of Excise may direct.

Sec. 5. From 5th July, 1844, the present duties and drawbacks on flint-glass to cease, and the following duties and drawbacks to be granted and allowed in lieu thereof, viz.:

Duties.

Per cwt. of fluxed materials .... 2s. 6d.

Drawbacks.

Per cwt. of flint-glass, or materials for making 6 3

and 5 *per cent.* additional thereon.

Sec. 6. New duties and drawbacks to be under the management of the Commissioners of Excise.

Sec. 7. For making the charge on flint-glass, an account to be made out at the end of each six weeks of the whole quantity of glass charged with duty, and of the whole weight of glass weighed within such period, and, in lieu of twopence charged by 1 & 2 Vict. c. 44, three-farthings per lb. additional to be charged on all excess above forty per cent.

Sec. 8. The regulation of 1 & 2 Vict. c. 44, that no drawback be allowed on glass not worth five-pence per lb. exclusive of the duty, repealed as to flint-glass.

Sec. 9. The enactment of 1 & 2 Vict. c. 44, that shades or cylinders of uncoloured flint-glass shall not be opened or flattened out, except as thereby allowed, repealed.

Sec. 10. Flint-glass maker not to open or flatten out any shade or cylinder, nor to cast or press any flint-glass into panes or plates of the dimensions of six inches by four.

Sec. 11. Nothing herein to affect the provision of 1 & 2 Vict. c. 44, s. 92, as to glass used for optical instruments or purposes of science.

Sec. 12. Makers of flint-glass enabled to make a stove-glass not to be sold or consumed before the time appointed for the duty now payable to cease.

Sec. 13. Glass may be taken out of store before the 6th of July, notice being given, on payment of full duty.

Sec. 14. Makers of flint-glass not securing, or fraudulently removing glass so intended to be stored, liable to full duty, together with penalties.

CAP. XXVI.

An Act for authorizing her Majesty to carry into immediate execution, by Orders in Council, any Treaties for the Suppression of the Slave Trade. (July 4, 1844.)

CAP. XXVII.

An Act to explain and amend an Act of the last Session of Parliament, intituled, "An Act for extending to Ireland the Provisions not already in force there of an Act of the third and fourth Years of the Reign of the late King William the Fourth, intituled, 'An Act for the Limitation of Actions and Suits relating to Real Property, and for simplifying the Remedies for trying the Rights thereto;' and to explain and amend the said Act." (July 4, 1844.)

We copy this statute entire, as it affects titles to property in Ireland.

6 & 7 *Vict. c.* 54. *Recited Act not to affect any action, &c. commenced before 1st Jan.* 1845 *relating to any right to presentation* —Whereas an Act was passed in the sixth and seventh years of the reign of her present Majesty, intituled "An Act for extending to Ireland the Provisions not already in force there of an Act of the third and fourth Years of the Reign of the late King William the Fourth, intituled 'An Act for the Limitation of Actions and Suits relating to Real Property, and for simplifying the Remedies for trying the Rights thereto;' and to explain and amend the said Act:" and whereas by the said recited Act it was enacted, that from and after the first day of January, one thousand eight hundred and forty-four the several clauses and enactments in the said Act of the third and fourth years of the reign of the late King William the Fourth contained, and thereinbefore recited, relating to any right to present to or bestow any church, vicarage, or other ecclesiastical benefice (except as therein is excepted) should extend and apply to Ireland, and that as fully and effectually as if the same clauses and enactments were there repeated, substituting for the date of the first day of December one thousand eight hundred and thirty-three, therein mentioned, the said date of the first day of January one thousand eight hundred and forty-four: And whereas it was by the said recited Act provided and enacted, that the said recited Act should not be prejudicial to or available for any plaintiff or defendant in any other action or suit then already commenced, or on or before the first day of January one thousand eight hundred and forty-five to be commenced, relating to any right to present to or bestow any church, vicarage, or other ecclesiastical benefice in Ireland: And whereas doubts have arisen as to whether, under the said hereinbefore recited provision, the time therein adverted to for limiting any action or suit relatin to any right to present to or bestow any church, vi carage, or other ecclesiastical benefice in Ireland was to expire on the first day of January one thousand eight hundred and forty-four, or on the first day of January one thousand eight hundred and forty-five: And whereas it is necessary to remove such doubts, and to explain and amend the said hereinbefore recited provisions of the said recited Act, and to further amend the said recited Act: Be it therefore declared and enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that the said recited Act shall not be prejudicial to or available for any plaintiff or defendant in any action or suit already commenced, or on or before the said first day of January one thousand eight hundred and forty-five to be commenced, relating to any right to present to or bestow any church, vicarage, or other ecclesiastical benefice in Ireland.

2. *Where actions within prescribed limits are abated by deaths of parties new actions may be commenced.*—And be it enacted by the authority aforesaid, that if and when any action or suit relating to any right to present to or bestow any church, vicarage, or other ecclesiastical benefice in Ireland already commenced, or which shall hereafter be commenced within the limitations prescribed by the said recited Act or this Act, shall become abated by the death or marriage of any party thereto, it shall and may be lawful to and for the plaintiff or plaintiffs therein, or the heir-at-law or the personal representative of the plaintiff or plaintiffs therein, according to the alleged estate or title of such plaintiff or plaintiffs in respect of the subject matter of said actions or suits, or for the person or persons claiming to be entitled in remainder or reversion expectant upon the estate of such plaintiff or plaintiffs to the right to present to or bestow the church, vicarage, or other ecclesiastical benefice in Ireland for which such action or suit shall have been so commenced, to bring a new action to enforce his, her, or their right to present to or bestow such church, vicarage, or other ecclesiastical benefice in Ireland, provided such new actions shall be commenced within twelve calendar months from the abatement of such preceding action or suit, any thing in the said recited Acts or either of them or in this Act contained notwithstanding.

CAP. XXVIII.

An Act for Granting to her Majesty, until the Fifth Day of July, 1845, *certain Duties on Sugars imported into the United Kingdom for the Service of the Year* 1844. (July 4, 1844.)

CAP. XXIX.

An Act to extend an Act of the Ninth Year of King George the Fourth, for the more effectual Prevention of Persons going armed by Night for the Destruction of Game. (July 4, 1844.)

This statute we reprint *verbatim*:—

9 *Geo.* 4, *c.* 69. *Punishments and forfeitures imposed by the recited Act on persons by night destroying game or rabbits in any open or inclosed land to apply to persons by night destroying game or rabbits on any public road, &c.*—Whereas an Act was passed in the ninth year of the reign of his Majesty King George the Fourth, intituled "An Act for the more effectual Prevention of Persons going armed by Night for the Destruction of Game," whereby it is enacted, that if any person shall, after the passing of the said Act, by night, unlawfully take or destroy any game or rabbits in any land, whether open or inclosed, such offender should, upon conviction thereof before two justices of the peace, be liable to be punished, and to find security for good behaviour, as in the said Act specified; and it was further thereby enacted, that if any person should be found upon any land committing any such offence as is hereinbefore mentioned, such person might be seized and apprehended, and committed to custody, and in case of any assault or violence should be punished as in the said Act set forth; and whereas the provisions of the said Act have of late years been evaded and defeated, by the destruction, by armed persons at night, of game or rabbits, not upon open or inclosed lands, as described in the said Act, but upon public roads and highways, and other roads and paths leading through such lands, and also at the gates, outlets, and openings between such lands, and roads, highways, and paths, so that not only has the destruction of game or rabbits not been prevented, but the risk of murder and other grievous offences contemplated by the said Act has been increased, and great danger and alarm occasioned to persons using such roads, highways, and paths; and it is expedient that the remedies provided by the said Act against such offences as hereinbefore mentioned should be extended and applied to the like offences committed upon such roads, highways, and paths: Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that from and after the passing of this Act all the pains, punishments, and forfeitures imposed by the said Act upon persons by night unlawfully taking or destroying any game or rabbits in any land, open or inclosed, as therein set forth, shall be applicable to and imposed upon any person by night unlawfully taking or destroying any game or rabbits on any public road, highway, or path, or the sides thereof, or at the openings, outlets, or gates from any such land into any such public road, highway, or path, in the like manner as upon any such land, open or inclosed; and it shall be lawful for the owner or occupier of any land adjoining either side of that part of such road, highway, or path where the offender shall be, and the gamekeeper or servant of such owner or occupier, and any person assisting such gamekeeper or servant, and for all the persons authorized by the said Act to apprehend any offender against the provisions thereof, to seize and apprehend any person offending against the said Act or this Act; and the said Act, and all the powers, provisions, authorities, and jurisdictions therein or thereby contained or given, shall be as applicable for carrying this Act into execution as if the same had been herein specially set forth.

2. *Act may be amended this session.*—And be it enacted, that this Act may be amended or repealed by any Act to be passed during this session of Parliament.

CAP. XXX.

An Act to alter and amend an Act of the 53rd Year of King George the Third, for the Appointment of a Stipendiary Magistrate to act within the Townships of Manchester and Salford. (July 4, 1844.)

CAP. XXXI.

An Act for the Warehousing of Foreign Goods for Home Consumption at the Borough of Manchester in the County of Lancaster. (July 4, 1844.)

POST-OFFICE ESPIONAGE.

COMMONS' REPORT.

The Committee of Secrecy appointed to inquire into the state of the law in respect of the detaining and opening of letters at the General Post-office, and into the mode under which the authority given for such detaining and opening has been exercised, and to report their opinion and observations thereupon to the House, and to whom several petitions were referred;—have examined the matters to them referred, and have agreed to the following report:—

Your committee, in performance of the duty which the House has devolved upon them, of inquiring into the state of the law respecting the detaining and opening of letters at the General Post-office, beg to state in the outset that although the wording of the 33rd and 36th chapters of the 1st of Victoria, which now mainly regulate the Post-office, is, in respect of the matter in hand, somewhat different from that of the 10th chapter of the 9th of Anne, for which they were substituted, yet that there appears to be no such variance between the statutes of those two periods respectively as to prevent your committee from assuming, for the convenience of their inquiry, that the same powers are conveyed or recognized in all.

The inquiry, therefore, what the state of the law now is respecting such detention and opening, is reduced to the inquiry what the state of the law was, respecting the same matter, immediately on the passing of the statute of Anne, unless, in the intervening period, the principles which regulate the interpretation of Acts in general should have undergone modification, or cases should have been decided in the superior courts of law which might have a bearing on the construction to be given to this particular Act. With that reservation, the law on the matter in question was the same in 1711 that it is in 1844.

In preference to discussing the purely legal question, how far the statute of Anne, in recognizing the practice, on the part of the secretaries of state, of issuing warrants to open letters, rendered it lawful for the secretaries of state to issue such warrants, your committee propose, so far as they have materials for that purpose, to give the history of the practice, prior and subsequent to the passing of that statute: these materials being such as ought not to be overlooked in investigating the grounds on which the exercise of this authority rests.

In these early researches your committee will have occasion to inquire into the condition of the posts in this country at various periods of our history, and into the connection that subsisted between them and the supreme authorities of the country. In these inquiries your committee have been assisted by Sir Francis Palgrave, of the Rolls Office, by Messrs. Lechmere and Leman, of the State Paper Office, and by Mr. Reeve, of the Council Office.

It does not appear at what precise period the Crown undertook to be the regular carrier of letters for its subjects. The Crown, doubtless, found it necessary, at a very early period, to the exercise of the functions of sovereignty, to be able to convey with speed and security its own despatches from one part of the realm to another, and from and to parts beyond the seas; and for that purpose it appointed certain messengers or runners, called posts. These posts were also employed for the personal convenience of the sovereign, and the individuals composing the royal court. In course of time, a master of the post was appointed, and the first of these on record was Brian Tuke, esq. afterwards Sir Brian Tuke, knight, who held that office in 1516, and whose letter to Thomas Cromwell, respecting the performance of its duties, dated 17th August, 1533, is given in the appendix. The joint successors of Sir Brian Tuke were, Sir William Paget, knight, privy councillor, and one of Henry the Eighth's chief secretaries, and John Mason, esq. secretary for the French tongue. The letters patent, dated 12th November, 1545, conveying to them this office, grant to them during their lives and the life of the survivor, the office of master of the messengers, runners, or posts, as well within the kingdom of England as in parts beyond the seas in the King's dominions, together with the wages or fee of 66*l.* 13s. 4d. a year, to be held by themselves or their sufficient deputy or deputies, &c. But, besides his fee, the master of the posts received from the Crown the amount of his expenses for conveying letters, of which he rendered in an account, many samples of which are given in the appendix. There is a succession of patents (including recitals of patents), granting the same office, at the same fee, to other parties for life, in the times of Elizabeth, James I. and Charles I.

With regard to correspondence conveyed by other messengers than their own, our monarchs viewed it with great suspicion; but it was especially towards letters arriving from or going to parts beyond the seas that their vigilance seems to have been directed. The frequency of disputed successions to the Crown, and the constant jealousy entertained of the Court of Rome, will assist in explaining their desire to prevent such correspondence. All letters coming from beyond the seas were directed to be seized; but in the time of Edward II. to whose reign the first record of this kind

belongs, the King's bailiffs, in assisting the admiral of the fleet to search for letters, were forbidden, under the pretext of such powers, to attack or oppress any merchants or others crossing the seas. The open seizure by Wolsey, in 1525, of the despatches sent from this country by the ambassador of the Emperor Charles V. is a proof of the extraordinary jealousy with which foreign correspondence was regarded, and of the vigilance with which it was watched.

After the grant of the office of Master of the Posts to any new person, a royal proclamation always followed, to notify the new appointment. Consequent on the grant of the office by Queen Elizabeth, in the year 1590, to John Stanhope, esq. there is a proclamation, prohibiting all persons whatsoever from gathering up, receiving, bringing, or carrying out of the realm any letters or packets, without the allowance of the masters and comptrollers of the posts, or their deputies. "All mayors, bailiffs, &c. are ordered to make diligent search for all mails, &c. of all such disavowed carriers, &c. or suspected persons, coming into or going out of the realm with packets of letters; and all such to apprehend, &c. keeping them in safe custody, until, by the view of their writings, sent up to the Privy Council, it be seen and advised what further shall be done with them." Exception is made of the despatches of her Majesty's principal secretaries, of ambassadors, and of others sufficiently authorized. Similar prohibitions are contained in the proclamations announcing the appointment of new postmasters in the two subsequent reigns.

The practice probably began at an early period, and afterwards grew into a regular custom, of allowing private persons to avail themselves of the King's posts for transmitting their correspondence. This probably became a perquisite to the postmasters, while, at the same time, it gave to ministers of state the power of narrowly inspecting the whole of the written communications of this country.

The employment of the posts for carrying the letters of the subjects of the Crown is recognized in a proclamation, dated 1591, consequent on the before-recited grant by Queen Elizabeth, to John Stanhope, esq. of the office of Master of the Queen's posts. The Lord Treasurer and others are thereby directed to notify to all merchants, both strangers and others, in the city of London, that they are not to take upon them to employ any disavowed persons to convey their letters, but are to use such only as are lawfully appointed for that purpose. The same direction is repeated in a proclamation of James I. dated 1609. In the year 1628, in an address from the House of Commons to Charles I. it is stated that the deputy of the King's postmaster, appointed to carry the letters from the Crown beyond the seas, was likewise employed for the same purpose by the English merchants.

With regard to inland letters, in a document obtained from the State Paper-office, and dated 1635, it is stated that the King's postmaster carried the subjects' letters, but up to that time had never reaped any benefit from it.

The officer who has been hitherto mentioned as the King's postmaster was the master of the posts within the King's dominions, at home or beyond the seas. To him, however, had hitherto belonged the transmission of letters both at home and abroad; but in 1619 a new patent-office was established by James I. called that of the postmaster of England for foreign parts out of the King's dominions. The patent gave rise to a long legal contest between Lord Stanhope, who held the former of these two offices, and Matthew de Quester, the new patentee. During these proceedings, lest the merchants of London should sustain inconvenience from interruption to their foreign correspondence, an order was issued permitting them to convey their letters to and from parts beyond the seas, by messengers of their own choosing; and moreover, the lords of the council, to whom the dispute had been referred, advised De Quester, by letter, not to give any interruption to the conveyance and reconveyance of the merchants' letters. On the subject of this letter, the Secretary of State, Sir John Coke, wrote to his co-Secretary of State, Lord Conway, calling the power of sending foreign letters a branch of the royal authority, affirming that no place in Christendom can be named where merchants are allowed to send their letters by other posts than those authorized by the State; that his colleague best knew what account they shall be able to give in their places of that which passeth by letters in or out of the land, if every man may convey letters, under the covers of merchants, to whom and what place he pleaseth, &c. The order, "upon weighty reasons of state," was afterwards limited to the company of Merchant Adventurers alone, and they were only to convey their letters to the towns of Hamburg and Delf, and they were to give bond to carry no other letters than those concerning the company; no one was to be appointed messenger to the company, unless approved of by the Secretaries of State; the other companies of merchants were to send their despatches by De Quester only; and in times of war and danger to the state, the said company, and all other companies of merchants, if required, were to acquaint the Secretaries of State, from time to time, with their letters and despatches into foreign parts.

In the end, by the influence of the Crown, Lord Stanhope was made to surrender his patent. De Quester's patent came into possession of one Thomas Witherings, who suggested to the Crown a plan for the entire re-organization of the inland posts, which, instead of producing at that time any revenue to the state, were a burthen to it of 3,400*l.* per annum. The plan proposed consisted essentially of three parts: the establishment of fixed rates of postage; substituting horse-posts, which were to travel at the rate of 120 miles in twenty-four hours, instead of foot-posts, which travelled at the rate of eighteen miles, and giving to the public generally the use of the Post-office. This plan was adopted; Witherings was appointed to the office, and thus became centered in the same person the offices of postmaster for inland and for foreign letters. In 1635 and 1637 appeared two proclamations, to notify and give effect to the new plan of Mr. Witherings; and in both these there were clauses prohibiting any other than Mr. Witherings or his deputies from carrying letters.

In 1640, on a charge of divers abuses and misdemeanors committed by Witherings in the execution of his said two offices, they were sequestered into the hands of Philip Burlamachi, of London, merchant, who was to execute the same under the care and oversight of the principal secretaries of state; and without tracing at this day the disputes which the conflicting pretensions of different individuals to the possession of these offices gave rise in the year 1642, it will be sufficient to say that, shortly afterwards, the management of the affairs of the Post-office fell into the hands of Mr. Prideaux, who was chairman of the committee appointed by the House to consider the inland department of the Post-office, and was afterwards, under the Commonwealth, Attorney-General to the state. Mr. Prideaux was appointed Master of the Posts in 1644, by the authority of both Houses of Parliament.

The validity of the clause in the grant to Witherings of the inland letter-office, prohibiting any but the persons appointed by the patentee from receiving or delivering letters at any place where the patentee should settle posts, was brought in question, in 1646, before a committee of the House of Lords. Two of the judges were appointed assistants to the committee, and were expressly ordered to report their opinion as to all such particulars concerning the validity of the patent as the committee might think fit to ask them, and they reported, "That the inland letter office patent was well erected; that the clauses of restraint, in the said patent, are void and not good in law; that notwithstanding these clauses be void, yet the patent is good for the rest." The foreign letter-office patent was not referred to the consideration of the committee.

According to the law as expounded by the two judges, no person, under the authority of letters patent from the Crown, could, without an Act of Parliament, lawfully set up any exclusive title to carry mails of letters from one part of the kingdom to another. It appears that in 1650 the Common Council of the city of London, not satisfied with the footing on which Mr. Prideaux, then Attorney-General, had placed the posts, of conveying letters into all parts of the nation only once a week, endeavoured of their own authority to settle posts on the several roads, which were to run twice a week; and this they had actually done in the whole line of the road to Scotland. On a report to that effect from the Council of State, the Parliament resolved, "that the offices of postmasters, inland and foreign, are and ought to be in the sole power and disposal of the Parliament;" and they referred it to the Council of State to consider how those offices might best be settled; and in the mean time to take orders for the present management thereof.

These offices continued, until 1653, to be managed by Mr. Prideaux. They were farmed in 1653, and in 1655 the management of them was intrusted to Mr. Secretary Thurloe on his giving security for the then present rent of 10,000*l.* a year.

In 1657, a Bill for the settling of the postage of England, Scotland, and Ireland was laid, by order of the Protector, before his Parliament, and passed with some amendments. It provided for the establishing one general post-office, and one postmaster-general, to be appointed under letters patent by the Lord Protector and his successors, such officer and his deputies (with certain reservation) to have exclusively authority to carry inland and foreign letters, and of horsing all thorough posts, and persons riding by post to and from any post-roads, with power to levy certain rates for conveyance of letters and horsing of posts; imposing penalties on any persons other than the postmaster-general or his deputies, who shall set up posts for the conveying of letters or horsing posts; providing for the forwarding by post of ship letters, for the exercise of superintendence over the postmaster by the Lord Protector and his successors, and giving power to the Lord Protector and his successors to farm the post-office for life, or for any term not exceeding eleven years.

(*To be continued.*)

RAILWAYS.

The following is the sixth report from the Select Committee on Railways:—

The Select Committee appointed to consider whether any and what new provisions ought to be introduced into such railway Bills as may come before this House during the present or future sessions, for the advantage of the public and the improvement of the railway system, and likewise to consider whether any and what changes ought to be made in the standing orders relating to railways, and to report their opinion thereon to the House; and who were empowered to report their opinion from time to time; and who were instructed that they had power to consider of any arrangements advantageous to the public with regard to existing railway companies generally, to which, in the opinion of the committee, Parliament might justly give its sanction; and who were further empowered to report the minutes of evidence taken before to the House; have further examined into the matters to them referred, and have agreed to the following report:—

The committee, in the prosecution of their endeavours to suggest provisions for the more satisfactory and efficient management in future sessions of the proceedings connected with railway Bills, have taken into their consideration two questions: the first, whether they should recommend the introduction of a general railway Act, which might embody in the general law all such enactments as are in the main common to the Acts of incorporation of each particular company; and the second, whether they should advise the resumption, in the next session, of the rule which has been applied experimentally by the House during the present year, namely that of referring all Bills relating to competing lines of railway to select committees formed exclusively of independent members, instead of the ordinary committees taken from the Speaker's list, with the addition of a certain number of independent members; or, further, whether they should propose that a similar mode of proceeding should be adopted in the case of railway Bills of other classes, or even of railway Bills universally.

As respects the first of these two subjects, the committee apprehend that the proceedings upon railway Bills would be simplified, and the Bills themselves rendered much more concise and intelligible, if a general railway Act, providing for all matters common and undisputed, should be passed. They are, therefore, inclined to recommend that a Bill for this purpose should be introduced, and that her Majesty's Government should consider whether it could, with a prospect of advantage, be laid on the table even during the present session, with a view to its at once attracting the notice of members of the House and of parties out of doors, and of giving time for the consideration of their suggestions, in order that it might be re-introduced at the commencement of the next session, and then expeditiously passed into a law. There are some questions of general application, as, for example, that of the power to vary charges, and of the respective rights of railway companies and independent carriers over the lines of railway, which have not yet been finally adjusted; as respects the latter, the committee have recommended in a previous report that its consideration should be postponed until a future period; and as respects the former, the clause now commonly inserted in the Acts, called the Equal-Rate clause, is not free from ambiguity, and the committee doubt whether, if a general Bill be introduced in time enough to pass into a law before the Railway Bills of next year shall come under the notice of the House, it will be practicable to include in it provisions relating to these particular questions. But such provisions might be added at a future period, and in the meantime a certain amount of public advantage would be attained by the course which they recommend.

As respects the constitution of committees on railway Bills, the committee are of opinion that the experiment of the present year has worked in a manner which, when the difficulties, serious in their nature, and almost wholly new, attending the consideration of Bills for the construction of competing lines, are taken into view, would, upon the whole, be deemed satisfactory, and they think the House has particular reason to be gratified with the mode in which the selection of members to serve upon the new committees has been made.

If, therefore, they refrain from offering any prospective recommendation at the present moment, it is not from any mistrust of the results likely to arise from a further or continued application of the same principle, but because they do not consider themselves, as yet, to be in a condition to determine, with the greatest advantage, whether it is desirable to extend the scale of its application, and, if so, in what degree, inasmuch as only experience can shew what effect the previous examination of railway schemes in certain cases, and of railway Bills, by the Board of Trade, will have in reducing the amount and difficulty of the labours attending the inquiries of the committees of the House. It may also happen that one result of these examinations, from which private interests are to be excluded, may be to add some weight-

to the arguments which may be urged in favour of the presence of members locally connected upon private Bill committees.

They would, therefore, advise that the question should be postponed until the opening of the next session, when, as they are led to believe, the house will have more ample means than it now possesses of estimating the necessity and advantage of simply continuing, or of continuing and extending, or, on the other hand, of abandoning the system of referring Railway Bills to committees from which local influence is extended.

July 22, 1844.

THE MAGISTRATE.

Summary.

We have only to refer the reader to various important statutes and parts of statutes that appear in our columns to-day. There is nothing of special interest to record.

COUNTY BUILDINGS.

Returns from County Treasurers, stating whether any and what officer is employed in superintending the County Buildings, Bridges, &c.

		£	s.	d.
Bedfordshire	County Surveyor	£110	0	0
Berks	Three Offices	112	10	10
Bucks	Four Offices	90	4	0
Cambridgeshire	None			
Cheshire	Mr. Fowl's salary	450	0	0
	Mr. Cole, per-centage	28	9	0
Cornwall	Mr. J. Chapple	66	5	0
	Mr. W. Norman	46	19	3
	Mr. W. Chapple	9	10	11
Cumberland	Mr. T. Milton, salary	450	0	0
Derbyshire	Mr. T. Woith (1*l.* 6s. per day during actual services)	15	12	0
Devon	Officer, salary	300	0	0
Dorset	Mr. G. Evans, salary	200	0	0
Durham	Mr. Bononi, ditto	170	0	0
	Mr. Simpson, ditto	90	0	0
Essex	Mr. T. Hopper, ditto	250	0	0
	Allowances	62	18	0
Gloucestershire	Salary	21	0	0
	Allowances	266	7	6
Herefordshire	Surveyor, salary	75	0	0
Hertfordshire	Ditto, ditto	75	0	0
Huntingdonshire	Ditto, ditto	12	12	0
	Allowances	27	16	6
Kent	Surveyor, salary	200	0	0
	Allowances	26	10	0
	Ditto, commission, as architect of Lunatic Asylum	362	10	0
Lancashire	Mr. E. Sharpe, salary	52	10	0
Leicestershire	Mr. W. Parsons, ditto	100	0	0
	Allowances	26	2	6
	For drawing plans of prisons, as architect	184	11	6
Lincolnshire	Mr. T. Pear, jun. for parts of Holland	10	0	0
	For parts of Kesteven	18	8	0
	Mr. S. Padley, salary, for parts of Lindsey	90	0	0
Middlesex	Surveyor, allowances	205	11	3
Monmouthshire	Ditto, salary	100	0	0
Norfolk	Mr. J. Browne, salary	60	0	0
	Allowances	80	3	0
Northampton	Surveyor, salary	100	0	0
	Expenses	94	8	0
Northumberland	Mr. H. Welsh, salary	600	0	0
	Allowances	10	15	1
Nottinghamshire (N. division)	Nothing			
(S. division)	Allowances	22	9	0
Oxfordshire	Surveyor, ditto	29	8	0
Rutlandshire	Surveyor, salary	20	0	0
Salop	Mr. E. Haycock, allowances	244	10	2
Somerset	Mr. R. Carver, ditto	193	14	3
Southampton	Mr. W. Gover, ditto	181	16	6
	Salary	25	0	0
Staffordshire	Surveyor, salary	250	0	0
Suffolk (*Beccles* division)	Mr. R. Appleton, ditto	25	0	0
(*Ipswich* div.)	Mr. J. Whiting, ditto	50	0	0
	Mr. G. T. Knott, ditto	10	0	0
(*Woodbridge* d.)	Mr. J. Whiting, ditto	8	0	0
	Mr. G. Thompson, ditto	25	0	0
	Allowances	10	5	8
Surrey	Mr. E. Lapidge, salary	250	0	0
Sussex	Surveyor, ditto	50	0	0
	Fees, &c.	37	12	0
Warwickshire	Surveyor, salary	150	12	0
Westmorland	Mr. G. Robinson	120	0	0
Wilts	Mr. J. Peniston, ditto	260	0	0
Worcestershire	Architect, allowances	244	6	8
Yorkshire (E. R.)	Mr. W. Creyke, salary	25	0	0
——— (N. R.)	Surveyor, ditto	300	0	0
——— (W. R.)	Ditto, ditto	700	0	0

WALES.

		£	s.	d.
Anglesey	Surveyor, fees	£3	17	0
Breconshire	Mr. W. Watkins, salary	60	0	0
Cardiganshire	Two surveyors, ditto	20	0	0
	Fees, &c.	14	2	6
Carmarthenshire	Two bridgemasters' salary, each	48	0	0
Carnarvonshire	Two surveyors' fees	76	4	6
Denbighshire	Mr. T. Penson, salary	260	0	0
Flintshire	Mr. T. Jones, ditto	101	2	0
Glamorganshire	Surveyor, salary	30	0	0
Merionethshire	Mr. E. Jones, ditto	25	0	0
Montgomeryshire	Mr. T. Penson, fees	335	7	6
Pembrokeshire	Mr. W. Owen, salary	60	0	0
Radnorshire	Mr. B. Winsblade, do.	45	0	0

THE LAWYER.

Summary.

The various important statutes of the last session will engage attention for some time, and must necessarily exclude many other matters set down for insertion; but the leisure of the next two months will enable us to bring up all arrears.

We direct attention to the very full and interesting account furnished to us by a member of the Cour Royale, of the proceedings and judgment in the quarrel between the French Bar and the President Seguier. We congratulate the Council sincerely upon the warm support they have received from the rest of the Profession, in their struggle to maintain that position of dignity and respect to which they are in every way entitled. An independent Bar is the strongest bulwark of justice.

THE PROPERTY LAWYER.

TRANSFER OF PROPERTY ACT.

We take the earliest opportunity of presenting to our readers a *verbatim* copy of this important statute. As it does not come into operation until the 1st of January next, ample time will be allowed for its consideration, and we are happy to state that a skilful conveyancer has undertaken to favour the Law Times with a treatise upon its various provisions.

Cap. LXXVI.

AN ACT TO SIMPLIFY THE TRANSFER OF PROPERTY.

(August 6, 1844.)

For simplifying the assurance of property by deed, be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; that is to say,

1. *Meaning of words defined: Land, Freehold, Conveyance, Person. Number and gender.*—That the words and expressions hereinafter mentioned, which in their ordinary signification have a more confined or a different meaning, shall in this Act, except where the nature of the provision or the context of the Act shall exclude such construction, be interpreted as follows: that is to say, the word "land" shall extend to manors, advowsons, messuages, lands, tithes, tenements, and hereditaments, whether corporeal or incorporeal, and to any undivided share thereof, and to any estate or interest therein, and to money subject to be invested in the purchase of land or any interest therein. The word "freehold" shall extend to customary freehold, or such customary land as will pass by deed, or deed and surrender, and not by surrender alone. The word "conveyance" shall extend to a feoffment, grant, release, surrender, or other assurance of freehold land. The word "person" shall extend to a corporation as well as an individual; and every word importing the singular number only shall extend and be applied to several persons or things as well as to one person or thing; and every word importing the masculine gender only shall extend and be applied to a female as well as a male.

2. *Freehold land may be conveyed by deed, without livery of seisin or prior bargain and sale.*—That every person may convey by any deed, without livery of seisin, or enrolment, or a prior lease, all such freehold land as he might before the passing of this Act have conveyed by lease and release; and every such conveyance shall take effect as if it had been made by lease and release: Provided always, that every such deed shall be chargeable with the same stamp duty as would have been chargeable if such conveyance had been made by lease and release.

3. *Partitions, exchanges, and assignments to be by deed.*—That no partition or exchange or assignment of any freehold or leasehold land shall be valid at law unless the same shall be made by deed.

4. *Leases and surrenders in writing to be by deed.*—That no lease in writing of any freehold, copyhold, or leasehold land, or surrender in writing of any freehold or leasehold land, shall be valid as a lease or surrender unless the same shall be made by deed; but any agreement in writing to let or to surrender any such land shall be valid and take effect as an agreement to execute a lease or surrender; and the person who shall be in the possession of the land in pursuance of any agreement to let may, from payment of rent or other circumstances, be construed to be a tenant from year to year.

5. *Contingent interests may be conveyed by deed.*—That any person may convey, assign, or charge by any deed any such contingent or executory interest, right of entry for condition broken, or other future estate or interest as he shall be entitled to, or presumptively entitled to, in any freehold, or copyhold, or leasehold land, or personal property, or any part of such interest, right, or estate respectively; and every person to whom any such interest, right, or estate shall be conveyed or assigned, his heirs, executors, administrators, or assigns, according to the nature of the interest, right, or estate, shall be entitled to stand in the place of the person by whom the same shall be conveyed or assigned, his heirs, executors, administrators, or assigns, and to have the same interest, right, or estate, or such part thereof as shall be conveyed or assigned to him, and the same actions, suits, and remedies for the same, as the person originally entitled thereto, his heirs, executors, or administrators, would have been entitled to if no conveyance, assignment, or other disposition thereof had been made; provided that no person shall be empowered by this Act to dispose of any expectancy which he may have as heir, or heir of the body inheritable, or as next of kin, under the statutes for the distribution of the estates of intestates of a living person, nor any estate, right, or interest to which he may become entitled under any deed thereafter to be executed, or under the will of any living person, and no deed shall by force of this Act bar or enlarge any estate tail: provided also, that no chose in action shall by this Act be made assignable at law.

6. *No implied warranty to be created by "grant" or "exchange."*—That neither the word "grant" nor the word "exchange" in any deed shall have the effect of creating any warranty or right of re-entry, nor shall either of such words have the effect of creating any covenant by implication, except in cases where by any Act of Parliament it is or shall be declared that the word "grant" shall have such effect.

7. *No conveyances to operate by wrong, or have greater effect than a release.*—That no conveyance shall be voidable only when made by feoffment or other assurance where the same would be absolutely void if made by release or grant; and that no assurance shall create any estate by wrong, or have any other effect than the same would have if it were to take effect as a release, surrender, grant, lease, bargain and sale, or covenant to stand seised (as the case may be).

8. *Contingent remainders abolished. Executory devises or estates. Existing contingent remainders to continue.*—That after the time at which this Act shall come into operation no estate in land shall be created by way of contingent remainder; but every estate which before that time would have taken effect as a contingent remainder shall take effect (if in a will or codicil) as an executory devise, and (if in a deed) as an executory estate of the same nature and having the same properties as an executory devise; and contingent remainders existing under deeds, wills, or instruments executed or made before the time when this Act shall come into operation shall not fail, or be destroyed or barred, merely by reason of the destruction or merger of any preceding estate, or its determination by any other means than the natural effluxion of the time of such preceding estate, or some event on which it was in its creation limited to determine.

9. *Executor or administrator of mortgagee empowered, on discharge of mortgage, to convey the legal estate vested in the heir or devisee.*—That when any person entitled to any freehold or copyhold land by way of mortgage has or shall have departed this life, and his executor or administrator is or shall be entitled to the money secured by the mortgage, and the legal estate in such land is or shall be vested in the heir or devisee of such mortgagee, or the heir, devisee, or other assign of such heir or devisee, and possession of the land shall not have been taken by virtue of the mortgage, nor any action or suit be depending, such executor or administrator shall have power, upon payment of the principal money and interest due to him on the said mortgage, to convey by deed or surrender (as the case may require) the legal estate which became vested in such heir or devisee; and such conveyance shall be as effectual as if the same had been made by any such heir or devisee, his heirs or assigns.

10. *Receipts of trustees to be effectual discharges.*—That the *bonâ fide* payment to and the receipt of any person to whom any money shall be payable upon any express or implied trust or for any limited pur-

pose, or of the survivors or survivor of two or more mortgagees or holders, or the executors or administrators of such survivor, or their or his assigns, shall effectually discharge the person paying the same from seeing to the application or being answerable for the misapplication thereof, unless the contrary shall be expressly declared by the instrument creating the trust or security.

11. *Indenting a deed unnecessary.*—That it shall not be necessary in any case to have a deed indented; and that any person, not being a party to any deed, may take an immediate benefit under it in the same manner as he might under a deed-poll.

12. *The remedies for the rent and covenants in a lease not to be extinguished by the merger of the immediate reversion.*—That where the reversion of any land, expectant on a lease, shall be merged in any remainder or other reversion or estate, the person entitled to the estate into which such reversion shall have merged, his heirs, executors, administrators, successors, and assigns, shall have and enjoy the like advantage, remedy, and benefit against the lessee, his heirs, successors, executors, administrators, and assigns, for non-payment of the rent, or for doing of waste or other forfeiture, or for not performing conditions, covenants, or agreements contained and expressed in his lease, demise, or grant, against the lessee, farmer, or grantee, his heirs, successors, executors, administrators, and assigns, as the person who would for the time being have been entitled to the mesne reversion which shall have merged would or might have had and enjoyed if such reversion had not been merged.

13. *Act to commence from 31st December, 1844.*—That this Act shall commence and take effect from the thirty-first day of December, one thousand eight hundred and forty-four, and shall not extend to any deed, act, or thing executed or done, or (except so far as regards the provisions hereinbefore contained as to existing contingent remainders) to any estate, right, or interest created, before the first day of January, one thousand eight hundred and forty-five.

14. *Act not to extend to Scotland.*—And be it enacted, That this Act shall not extend to Scotland.

EXECUTION OF LEASING POWER.

(*Concluded from page 364.*)

TINDAL, C. J.—My lords, in answer to your lordships' question proposed to the judges in this case, I humbly offer as my opinion that the indenture of lease, as stated in the special verdict, is not a valid execution of the power of leasing given by Benoni Mallett. The power of leasing is given with this restriction (amongst others), "so as upon every such lease there be reserved and made payable during the continuance thereof the best improved yearly rent;" and by the reddendum in the lease, made under this power, the yearly rent is made payable "by equal half-yearly payments on the 6th April and the 11th day of October in every year, in equal portions, except the last half-year's rent, which is hereby reserved and agreed to be paid on the 1st day of August next before the determination of the said term;" and it appears to me that the reservation under which the last half-year's rent is made payable two months and eleven days before the expiration of the last half-year is no compliance with the terms of the leasing power, "that the rent shall be reserved and made payable during the continuance of the term." The restrictions of the exercise of a power are imposed for the protection of the remainder-man, not of the tenant for life; and the restriction in the case "to a rent reserved and made payable during the continuance of the term," is essential for the effectual preventing of the tenant for life from making any portion of the rent payable by anticipation, and appears to me to have been intended for that very purpose: for if the rent for any given portion of the year is made payable by the terms of the lease before the expiration of such portion of the year, no part of such rent can be said to arise, or grow, or to be a continuing rent during the remainder of that portion of the year after such payment has been actually made; and there is nothing but a dry occupation by the lessee without rent for the residue of such portion of the year. There is, therefore, as it appears to me, in this case, a direct breach of the leasing power; a breach which is in favour of the tenant for life, and consequently averse to the interests of the remainder-man; for if the tenant for life chances to die after the 1st of August in the last year, and before the end of the term, he has already received the whole of that half-year's rent; or, if not, it would go to his executors; whereas the whole half-year ought to belong to and become the property of the remainder-man, under the usual form of reservation; and, although it is said the reservation of the last half-year's rent, before the last day of the term, is equally beneficial to the remainder-man and the tenant for life, inasmuch as it gives the remainder-man a power of distraining for the rent, which he could not do after the expiration of the term; yet this is but a small benefit to the remainder-man, who would have all his remedies against the lessee for the last half-year's rent, except that by distress, if the rent be made payable in the ordinary form on the last day; whereas he incurs the certain loss of the whole half-year's rent, if the tenant for life dies as above supposed; and I would cite the words of Mr. Baron Bayley, in the case of *Doe dem. Harris* v. *Morse*, which case appears to me to agree in point with the present:—"It is said that these reservations may turn out for the benefit of the remainder-man; but the language of the power is to be regarded, and the tenant for life is not to throw on the remainder-man, without his sanction, the uncertainty of the chances which may turn out to his prejudice." It is obvious that, under this mode of reservation, the lessee might occupy after the death of the tenant for life, without paying any rent to the remainder-man, which never could have been intended by the donor of the power to lease. And if such exercise of the power be, as I conceive it is, against the meaning of the power itself, so also the weight of the authorities is against holding this to be a good execution of the leasing power. The case of *Isherwood* v. *Oldknow* (3 M. & Sel. 382), which was relied upon in support of the validity of the execution of this power, does not, when considered, shew it to be good. It is true, the objection to the lease under a similar power with the present was in that case that it reserved the first half-year's rent on the 11th of November, whilst the lease itself was only dated on the 15th of October, and the lease was, notwithstanding, held good; but all the judges rested their opinion on the ground that it appeared on the record that the first half-year's rent was reserved, not by way of anticipation of the rent under that lease, but for the bygone occupation of the premises by the same tenant before the commencement of the lease; not for the occupation under the lease; so that, as they said, there was no fraud on the power. The case of *Doe dem. Harris and Others* v. *Morse* (4 Tyrw. 185) cannot be distinguished in principle from the present, and appears to me to be an authority against the validity of the lease now under consideration. That lease was held bad because the power directed the rent to be reserved payable half yearly, and the lease reserved the rent payable at intervals, which did not correspond with the usual half-yearly days for payment of rent. Every observation made by Mr. Baron Bayley shews strongly what his opinion would have been on the present case, besides the observation to which I have already referred. "The tenant for life," he observes, "gets a year's rent for less than nine months' occupation. That may be for his own benefit, but by it he deprives the remainder-man of some of the chances he might have had of receiving a portion of the rent had it been made payable at the end of the year." The case of *Doe* v. *Wilson* (5 B. & A. 363) is no authority in support of the validity of the execution of the power now under consideration; for although one objection there taken was, that the rent reserved was made payable at an earlier day than it would have been payable, if made payable at the end of each year, yet that reservation was held good solely by referring to former leases of the same premises in which it had been made payable on the same days; so that the Court held the usual and accustomed rent to have been received, payable in the usual and accustomed manner; whereas, in the present case, there was no evidence whatever either of the terms of former leases or of the present mode of reservation of the last half-year's rent being agreeable to the custom observed in that part of the country where the lands lie, even if such evidence would have been admissible. And as to the dictum of Mr. Justice Powell, in *Reg.* v. *Weston* (to which it is said by the reporter that Chief Justice Holt agreed), viz. "that if a man had a power to make leases, reserving the ancient yearly rent annually, yet if it were reserved upon a day before the year was out, as if the year ended at Christmas, and it was reserved at Michaelmas, it would be well pursuant to the power;" I think it improper to give to this dictum which was merely used as an illustration, the force of a well considered decision. It was quite uncalled for; no argument heard upon it; no authority cited in its support. Upon the whole, therefore, I think the weight of the authorities agrees with the reasonable interpretation of the terms of the will creating the power in support of the opinion which I offer to your lordships, that the lease is not a valid execution of the power.

On the 18th of August, 1843, the following judgments were pronounced by the noble and learned Lords, who heard the argument:—

The LORD CHANCELLOR.—My lords, the question in this case is, whether the lease of the 14th of December, 1833, as stated in the special verdict, was a valid execution of the leasing power given by the will of Benoni Mallett. It was one of the restrictions upon the power, that, upon every lease there should be reserved and made payable during the continuance thereof the best improved yearly rent that could be reasonably had for the same, without taking any sum of money by way of fine or income for or in respect of such lease. The lease was made on the 14th of December, 1833, for twenty-one years, from the 11th of October preceding, at the yearly rent of 903*l.* by equal half-yearly payments, viz. on the 6th of April and the 11th of October, in every year, in equal portions, except the last half-year's rent, which was thereby reserved and agreed to be paid on the 1st of August next before the end of the term. It is admitted that the power was well executed, if the last half-year's rent might, consistently with the restrictions in the power, be made payable on the 1st of August. The power requires a yearly rent to be reserved. It is clear that, under and consistently with this power, which says nothing as to the time of payment, the yearly rent might have been reserved and made payable yearly, half-yearly, or quarterly; and I agree with what was said by one of the learned judges, that it follows as a consequence that a yearly rent means a rent payable within each year, not payable merely at the end of the year; and the reservation thereof in the last year of the rent on the 1st of August if made *bonâ fide*, which is not controverted in the present instance, was within and a due execution of the power. But it has been contended, that, as the yearly rent was to be reserved and made payable during the continuance of the term, and as the last payment was by the provision in the lease to be made on the 1st of August, upwards of two months before its expiration, it was not payable during the continuance, that is, the whole continuance of the lease, and so was at variance with the power. But this depends upon what is meant by a yearly rent reserved and made payable during the continuance of the lease. These words, I think, obviously import nothing more than this, that in every year, as long as the lease shall endure, a yearly rent shall be reserved and made payable. If this be the true interpretation of the power, it is clear there has been no infringement of the restrictions. The evident motive for fixing upon a day for payment before the last day of term was, to insure the right of distress for the benefit of the person, whoever he might be, that should at that period be entitled to the lease. The opinion of Mr. Justice Powell in *Reg.* v. *Weston*, though mentioned merely by way of illustration, and in which Chief Justice Holt concurred, is entitled to much attention. It is expressly in point, and coincides with the view I have taken of this question. On these grounds, therefore, I recommend to your lordships to reverse the judgment of the Court of Exchequer Chamber.

Lord BROUGHAM.—My lords, in this case I had not an opportunity of doing more than considering the opinions of the learned judges, with the majority of whom, as at present advised, I concur; but not having heard the whole of the argument, having been obliged to be at the judicial committee of the Privy Council, I shall do no more than say that I entirely agree with the view taken of this case by my noble and learned friend.

Lord CAMPBELL.—My lords, I was present during the whole of the argument, and, as my duty required, very attentively listened to what was argued on both sides, and I have since most respectfully perused the opinions of the learned judges, and have arrived at the same conclusion with my noble and learned friend, that the judgment of the Exchequer Chamber ought to be reversed. I entirely approve of the judgment of the Court in which the action was brought. It seems to me, that the meaning of the condition imposed by this leasing power was merely that the rent during the term should be reserved in respect of the whole of the term, and that the rent should be payable during that term, and if those two requisites were observed there was nothing unreasonable in the mode in which the power was exercised, with a view to the benefit of the estate, and the lease would be valid. Now, here it is clear that a rent was reserved in respect of the whole term, because although the rent was to be paid on the 1st of August, it was with reference to the period at which the term concluded. It was payable within the term, because it was payable on the 1st of August, the day prior to the expiration of the term. Then was not it a reasonable execution of the power? A question was put to the bar, whether, if the rent had been reserved on the first day of every year, that would have been a good execution of the power. That, my lords, might be very doubtful, because it is quite clear, that, if such a condition were imposed upon the tenant, he would not give by any means so good a rent as he would if allowed to occupy for the whole year, and to cultivate the farm, and to receive the rents and profits of the farm six months before any rent was payable; and I do not know whether that would be at all consistent with the good management of the estate; I think, on that ground, that to have made the rent payable on the first day of the year would not have been a reasonable reservation. But when you see that every half-year's rent was made payable at the expiration of the half-year until we come to the last half-year's rent, and that that was reserved, payable on the 1st of August, for the reason that there might be a distress when the crops were on the ground, so as to enforce the payment, it was clearly for the benefit of the estate; and whether the tenant for life or the remainder-man might take advantage of it, it seems to me an entire compliance with the power of leasing contained in the previous settlement. There is no reason to suppose that the settlor looked peculiarly to the benefit either of the tenant for life or of

the remainder-man. His anxiety was, that a lease should be executed, which should be consistent with a reasonable management of the estate, and for the benefit of the person who was in the occupation of the estate, whoever he might be. There was here just as good a chance that it might be for the benefit of the remainder-man as for the benefit of the tenant for life. Therefore, upon reason and upon principle, I have no doubt that the power was well executed. I am happy to think that, although there was some *dictum* of Mr. Justice Bayley which was referred to, which is not very express or directly in point, and which may be explained away, yet, on the other hand, we have, I am sure I speak with the most sincere respect for Mr. Justice Bayley; but, at the same time, I am to weigh his authority against that of Mr. Justice Powell, confirmed by Lord Holt: I must say that his authority does not amount to an equipoise; and then, if we do look at principle, it seems to me, with great respect for the opinion of the dissenting judges, that this was clearly a good execution of the power of leasing.

The Lord Chancellor thereupon moved, that judgment of the Court of Exchequer Chamber be reversed; and it was reversed accordingly.

Judgment reversed.

LEGAL INTELLIGENCE

LORD BROUGHAM.—IMPRISONMENT FOR DEBT.

The following circular has been forwarded to us. We have no doubt the publication of it will prove useful:—

"Lord Brougham will, in the course of a few days, circulate through the prisons, and generally through the country, a short and plain statement of the provisions of the Acts for abolishing all imprisonment of debtors, excepting such as have committed frauds on their creditors, or have been guilty of gross extravagance.

"But in the mean time, and to save any delay in their liberation, he begs the keeper of * * * * Gaol to explain to the debtors in his custody that they may obtain their immediate liberation by presenting a petition to the District Bankruptcy Court in the form hereunto annexed, and making an affidavit in the annexed form to the truth of the statements in the petition.

"Lord Brougham hopes that the Bankrupt Commissioners will enable the debtors to swear to such affidavits by sending round a registrar or other officer. Therefore all persons intending to petition should prepare their petitions and affidavits without delay. But if any delay should occur, he strongly recommends swearing the affidavit before a Master Extraordinary, who will also (being an attorney) have the goodness to witness the signature of the petition.

"It is not, however, necessary to employ any attorney in this matter. A debtor, if able to read and write, can write his petition and also write his affidavit by the forms hereunto annexed; and any friend or other person whom he chooses to employ ca. act as his agent for the purpose of transmitting the petition by the post; and such friend or other person may sign as witness to the petition.

"If the schedule is false, or if fraud has been committed, or if gross extravagance has been committed, the debtor will undergo imprisonment by sentence of the court. As one of the newspapers has thought proper to misrepresent the Act in this respect, debtors are hereby advised to observe the matter just stated.

"Brougham.

"Penrith, 12th Aug. 1844."

FORMS TO BE COPIED AND SIGNED BY THE DEBTOR.

(A. No. 1.)

Form of Petition for Protection from Process.

To the Court of Bankruptcy, London,

or

To the District Court of Bankruptcy.

The humble petition of————

[Insert at full length the name, address, and quality of the petitioner, and also the description of the trade or business, or (if more than one) trades or businesses, which he carries, or has carried, on, during his 12 months' residence within the district of the Court.]

Sheweth, That your petitioner is not a trader within the meaning of the statutes now in force relating to bankrupts.

[If a trader strike out the word "not" and add after the word "bankrupts" the words "but owing debts amounting in the whole to less than 300*l*."]

That your petitioner has resided 12 calendar months within the district of this honourable Court; that is to say,

[Insert the places and periods of residence.]

That your petitioner has become indebted to divers creditors, whose names are inserted in the schedule (A) [*or as the case may be*], to this his petition annexed, and that he is unable to pay his debts in full.

That your petitioner has examined the said schedule, and that such schedule contains a full and true account of your petitioner's debts, and the claims against him, with the names of his creditors and claimants, and the dates of contracting the debts and claims severally, as nearly as such debts can be stated, the nature of the debts and claims, and securities (if any) given for the same, and that there is reasonable ground in his belief for disputing so much of the debts as are thereby mentioned as disputed, and also a true account of the nature and amount of his property, and an inventory of the same, and of the debts owing to him, with their dates, as nearly as such dates can be stated, and the names of his debtors, and the nature of the securities (if any) which he has for such debts; and that the said schedule doth also contain a balance-sheet of so much of his receipts and expenditures as is required by this honourable Court in that behalf, and doth fully and truly describe the wearing apparel, bedding, and other such necessaries of your petitioner and his family, and his working tools and implements.

That your petitioner has not parted with or charged any of his property (except for the necessary support of himself and his family, and the necessary expenses (not exceeding £) of this his petition, or in the ordinary course of trade), at any time within three months of the date of filing this his petition, or at any time with a view to this petition.

That your petitioner is desirous that his estate should be administered under the protection and direction of this honourable Court, and that he verily believes such estate is of the value of £ at the least unincumbered, and beyond the value of his wearing apparel, and other matters which your petitioner is authorized to except by this Act, and that the same is available for the benefit of his creditors.

(*a*) That your petitioner submits to this honourable Court the proposal for the payment of his debts contained in the said schedule.

That your petitioner is ready and willing to be examined from time to time touching his estate and effects, and to make a full and true disclosure and discovery of the same.

Your petitioner, therefore, prays such relief in the premises as by the statutes now in force for the relief of insolvent debtors may be adjudged by this honourable Court.

And your petitioner shall ever pray, &c.

Signed by the said petitioner on the day of 184 , in presence of of , attorney or agent in the matter of the said petition.

Any friend who takes charge of the petition may be the agent, and sign as witness.

(A. No. 2.)

Affidavit verifying Petition and Schedule.

In the Court of Bankruptcy, London,

or

In the District Court of Bankruptcy.

A. B. of the petitioner named in the petition hereunto annexed [if the petitioner affirm, alter accordingly], maketh oath and saith, that the several allegations in the said petition, and the several matters contained in the schedule hereunto annexed, are true.

Sworn, &c.

(*a*) Omit this paragraph if no special proposal.

The Lord Chancellor has been pleased to appoint Daniel Higley Richardson, esq. to the important office of Master of the Court of Bankruptcy.

The Lord Chancellor has appointed George Hancock, of Yeovil, in the county of Somerset, gent., to be a Master Extraordinary in the High Court of Chancery.

The Lord Chief Justice of the Court of Common Pleas, has appointed Thomas Potter Barbury, of Birmingham, in the county of Warwick, gent., to be one of the Perpetual Commissioners for taking the acknowledgments of deeds to be executed by married women in and for the county of Warwick, also in and for the counties of Stafford and Worcester.

The Lord Chief Justice of the Court of Common Pleas has been pleased to appoint James Read, of Mildenhall, Suffolk, gent., a Perpetual Commissioner for taking the acknowledgments of deeds by married women for the counties of Suffolk, Norfolk, and Cambridgeshire.

Lord Brougham arrived at Brougham Castle on the 4th inst. and is in the enjoyment of excellent health. His lordship entertained the Chief Baron, Sir F. Pollock, on Wednesday, the 7th inst., and the Baron the following day.—*Carlisle Patriot.*

In China no fees are paid for the administration of justice. The judge, whose office costs him nothing, and who has his salary stated, can require nothing of the parties at law, which empowers every poor man to prosecute his own rights, and frees him from being oppressed by the opulence of his adversary, who cannot be brought to do justly and reasonably because the other has not money.—*Capt. Pidding's Chinese Olio.*

A Chapter on Beards.—This singular question, "whether barristers can, wearing mustachios, present themselves before the judges of the law courts," was brought before the Court of Cassation, at Paris, on the 6th instant, on a petition presented by MM. Imbardis and Pacros, barristers, practising at the Civil Tribunal of Ambert, against an order of that Court, by which they were forbidden to appear in court wearing mustachios. This order was founded on a decree of the 30th March, 1808, being a confirmation of a resolution of the Parliament of Paris, of the year 1540, which forbids all judges and advocates to wear beards or clothing of a dissolute character. This petition was founded upon several points of form and practice. M. de Gaujal, counsel for petitioners, in stating the case, referred to some highly curious historical details which may be interesting to our readers:—"It was in the year 1143," observed M. Gaujal, "that Louis the Young permitted his chin to be shaved by the Bishop of Paris, in consequence of an interdiction placed on his authority by the Pope. It was from this period that the custom was introduced of shaving the beard. This fashion continued until the reign of Francis I. who suffered his beard to grow in order to conceal a cicatrice on his cheek, caused by a wound inflicted by a Captain de Lorges by accident. Pope Jules II. sanctioned this change. Charles V. acceded to the fashion, and from that period all those who practised this maxim of the court, '*Regis ad exemplar totus componitur orbis*,' followed the example given them by a King, an Emperor, and the sovereign Pontiff. In the year 1535, however, the Parliament of Paris wished to restrain the use of the beard, and a decree was passed to forbid gentlemen of the court and the military authorities to suffer their beards to grow." Counsel then gave the names of several judges who refused to conform to the decree of the Parliament, amongst whom were the celebrated Hospital and René de Birague, his successor. In the year 1627 the moustache and imperial began to supersede the use of the beard. Jacques Auguste de Thou, Omer Talon, Jerome Bignon, who lived in the middle of the 17th century, William de Lamaignon, first President in 1657, the Chancellor Letellier in 1685—all these magistrates adopted the moustache and the imperial. The same fashion was adopted by the Bar. The celebrated Patru, who died in 1681, adopted the prevailing mode. Matthew Molé revived the beard of the former grand Chancellors. During the reign of Louis XIV. the introduction of the fashion of wearing large wigs caused the suppression of the beard. Under Louis XV. and XVI. there was no change, except the suppression of the large wigs. The revolution of 1789 modified all the ancient modes, and in the year XI, the Consuls issued the the following decree:—"Barristers and attorneys shall wear a woollen gown, closed in front, with large sleeves, a black cap, a cravat of white cambric plaited, such as those worn by the judges." Counsel then stated that the Bar of Ambert is composed of nineteen barristers. Three of them have suffered their beards to grow. The judges did not object to the beard, but requested them to shave their moustachios, and, on their refusal, the Court forbade them to appear in their presence with moustachios. M. de Gaujal contended that this command was an arbitrary excess of authority; but the Court, after hearing the Attorney-General, dismissed the petition.

A Retrograde Movement.—The unusual circumstance of a barrister being admitted to the roll of attornies recently took place, as appears by a late decision of the Irish Court of Exchequer, upon an application made by the Solicitor-General, who moved that a Mr. Arthur Symes, late a barrister-at-law, might be admitted as an attorney, notwithstanding he had not been articled. It appeared the applicant was brother of a Mr. Thomas Radcliffe Symes, a solicitor, who died suddenly in February last. At his decease several suits remained in an incomplete state, and the application arose from many parties interested, being of opinion their interests would be promoted by the applicant acting as their solicitor. It appears Mr. A. Symes was called to the bar in 1836, and during the last three years he acted as the legal adviser of his brother in the abovementioned suits and actions. Under these circumstances, he applied to the Court to be admitted, and was strenuously opposed by the Law Society. He thereupon petitioned the benchers, and they accordingly gave him permission to be "apprenticed," and ordered his name to be struck off the barristers' roll. The applicant was then debarred, and he at once articled himself. The counsel, in opposition to the application, observed that, "Mr. Symes, after serving an apprenticeship of a *full week*, now came into court and sought to be admitted an attorney! He supposed the day was not far distant when half-pay officers from the army and navy would be applying to be transformed into attorneys, and that some ordeal should be gone through by candidates for the bar, than that men should be called to the bar with wigs on their heads, and nothing inside their wigs but their heads." The Court,

however, thought its power might be exercised in favour of Mr. Symes, and a rule was made that he should be admitted an attorney.

THE STATE TRIALS (IRELAND) APPEAL.—The cause of the Houses of Parliament having adjourned —the Lords to the 2nd, and the Commons to the 5th of next month—is generally understood by the public to be, that judgment may be pronounced by the highest court of appeal in the writ of error, *O'Connell and Others* v. *Reg.*, previously to Parliament being prorogued. The public, however, are not aware that any specific arrangement was entered into, and a motion submitted upon the subject, and adopted by the House of Lords, on Friday night, just before their lordships rose. From the official documents of that House it appears, that almost immediately previous to the adjournment on that evening the 13th report from the Committee on Appeals was brought up, read, agreed to, and "ordered accordingly." Then follows the last entry on their lordships' minutes of proceedings, and which has reference to the appeal arising out of the late Irish state trials. The form of that entry is as follows:—*Gray* v. *Reg.* (writ of error); and *O'Connell and Others* v. *Reg.* (writs of error). To be considered on Monday, the 2nd of September next, at 10 o'clock; the Judges then to attend, to deliver their opinions upon the questions of law propounded to them. The House then accordingly "adjourned to Monday, the 2nd of September next, at 10 o'clock."

CORRESPONDENCE.

MORTGAGE TRANSFER STAMPS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Having had the satisfaction to originate this discussion, and having, at a past stage of it, deemed the more *brief* course to be that of challenging the advocates of *Brown* v. *Pegg* to come forward and shew their good sense (in contradistinction to my want thereof), by quoting from the *Stamp Acts themselves* in support of that decision; seeing, too, that the correspondence was continued without any one responding to that challenge, I therefore wrote to you again, requesting permission to repeat it in a more distinct shape, and although I question not in the least your fairness or propriety in suppressing or deferring my letter, still, perceiving the subject to be renewed in your last paper, in a way, too, which involves the very circumlocution I had intended to avoid, I must now beg of you to give the present letter insertion, by way of carrying out the intent of my preceding ones; after which, if no one chooses to take up the challenge, I will, with your permission, have ready for your then next Appendix a reply embracing all that, on my part, appears to be requisite in having first put the *stamp* of "insensate" on *Brown* v. *Pegg*.

In the mean time I shall consider I have done the Profession *some* service in educing the letters of Mr. Argles and "J. R." in your last number; although the former of these gentlemen (in a previous letter) has very mistakenly, and, I am willing to believe, quite as unintentionally, attributed to me the notion, which I have nowhere advanced, that there is no *progressive* duty on mortgage transfers; my notion in that respect was expressly confined to cases of further money advanced; and again I say, that where there is *ad val.* there is no *progressive* duty on these instruments—let those who gainsay it shew their authority from the *Stamp Acts*.

I remain, Sir, yours truly,
August 12, 1844. GEORGE AUSTIN.

HASTY LEGISLATION.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I perfectly agree in the remarks contained in your last number as to the impolicy of the Legislature hurrying important measures through Parliament at the close of the session, and you might have quoted "The Insolvent Debtors Bill" as *a peculiar example*. That Bill, abolishing as it does arrest upon final process in any action where the sum recovered shall not exceed 20*l*. *in effect* destroys the efficiency of the Courts of Request in all parts of the kingdom, and is of immense importance to the lower class of shopkeepers in large commercial towns. The haste, however, in which it was passed rendered it impossible for parties deeply interested in its provisions to give expression to their opinion.

With respect to "The Transfer of Property Bill," you are not quite correct in stating that it has been allowed to pass "*sub silentio*." The committee of the Manchester Law Association obtained a copy of the Bill when first introduced into the House of Lords, its provisions *were carefully examined*, and a petition in favour of the measure, and suggesting certain alterations (one of which I find is embodied in the Bill as it now stands), was forwarded to Lord Lyndhurst for presentation.

Before another session, I trust that, through the instrumentality of the proposed union of County Law Societies, the attention *of each* will be called to every Bill affecting the interests of the Profession immediately after its introduction into either House of Parliament, in order that *united efforts* may be made in favour or opposition, as the case may require.

I am, Sir, yours, &c.
28, Princess-street, THOS. TAYLOR.
Aug. 12, 1844.

A POINT OF PRACTICE.

TO THE EDITOR OF THE LAW TIMES.

SIR,—As a subscriber to your paper, will you be kind enough to answer me the following question, one I think of some importance to the Profession; at any rate, to that portion of it residing in a densely populated manufacturing district like this, where the preparation of building leases is an every-day occurrence?

A mortgages certain leasehold property to B; the interest on the sum borrowed is regularly paid to B, and the mortgagor receives the rents of the property, and treats it in all respects as his own. A, the mortgagor, contracts with C for the lease to C of a portion of the land in mortgage, for building purposes, for a long term of years. A and C request me to prepare a lease, which I accordingly do; and, not knowing who the mortgagee's professional advisers are, forward the draft to him, that he may lay it before them for perusal on his behalf. These gentlemen, on receiving it, write to say that they are entitled to prepare the lease as solicitors to the mortgagee. I reply, that I think, under the circumstances, it is scarcely fair to prefer such a claim; and that, as the mortgagee has never taken possession of the mortgaged property, and has received his interest regularly, the mortgagor ought, in strictness, to be considered as the real lessor, having a perfect right to make a contract for letting so long as such letting is calculated to render the security of the mortgagee better, by increasing the value of the property; concluding my letter by offering to ask the opinion, on the point, of two respectable practitioners, and agreeing to abide by their decision. I have received a reply to my letter, but it merely reiterates the *right* they claim to prepare the lease, being altogether silent on the subject of my proposition to refer. Under these circumstances, I shall be obliged to you for your opinion, provided you think it of sufficient public importance, and it will not be giving too much trouble.

I may just remark, that I take it to be a settled point that, as a general rule, the lessor's solicitor has the right to the preparation of leases.

I am, Sir, yours, &c.
Heywood, July 30, 1844. ROBT. LEIGH.

[We submit the question to our experienced readers; they can better answer it than we.—Ed. L. T.]

THE TRANSFER OF PROPERTY BILL.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I am sure that the attention which you so constantly and ably bestow upon the best interests and welfare of the Profession will not render you insensible of the advantages to be gained from well-considered and fully-matured schemes of improvement in the administration of the law; and therefore I was glad to see that your observations on the subject of the Transfer of Property Bill were directed in censure not of the measure itself, but of the remarkable haste which had characterized its passage into a law.

How desirable and how great a preventive of injustice and hardship is one of its principal provisions, that which says that limitations which would have taken effect as contingent remainders are to be construed as executory devises, needs no further confirmation and proof than are to be found in that very important case of *Festing and Others* v. *Allen and Others*, with a report of which you obliged your readers in 3 Law T. 68, in which the three infant children of the tenant for life were held to take no estate, contrary to the direct intention of the testator, and the heir-at-law prevailed by virtue of the stringency of the well-known principles of the law regulating contingent remainders.

Certainly, after reading this case, one finds it difficult to condemn harshly the alteration which this Bill makes in this time honoured rule.

Of the propriety of the provision that contingent and executory interests may be conveyed by *deed*, there is no room to doubt. Every one at all conversant with the book learning on these subjects, and who considers the late decisions, must at once perceive that to make these interests assignable by *deed* (exclusively of the efficacy of indenture by *estoppel*, and the machinery of a fine *sur concessit*) is merely following out the strong disposition of the Courts to give full weight to arguments of convenience, in opposition to objections merely technical. Many arguments and *decisions* might be adduced in favour of that admirable provision which preserves the remedies for the rent and covenants in a lease, though the immediate reversion expectant on the determination of the term has happened to be extinguished by merger. It not infrequently happened that the owner of the inheritance, upon a surrender of mortgage term to him of the mortgagee, who had granted an underlease out of his term, was deprived of his remedies against the under lessee by neglecting to keep the term on foot. [The case of *Pleasant dem. Hayton* v. *Rawson* (14 East, 234) may be cited, in which the Court recognized the continuance of the immediate landlord's character and functions, notwithstanding his interest was merged, in opposition to the existing rule of law.] The various other provisions of this Act seem devised in the same spirit of accommodating the law of transfer by deed to the law of transfer by will, 1 Vict. c. 26. No one can object to legislative *encroachment* more than I do; but I do not think that this will be found to be the character of this Bill, which appears to respect the *rights* while it aims at the amelioration of the *doctrines* of the Profession.

I am, Sir, your obedient servant,
J. GILL.
Birmingham, August 13.

SELECTIONS FROM CORRESPONDENCE.

A Correspondent, ZETA, thus corrects an error in a report:—

I was very much surprised to find it stated in the heading to the case of *Lyon* v. *Reed* (Law T. of Saturday last), that, "Where reversions of incorporeal hereditaments which pass only by deed are disposed of, there cannot be a surrender of a lease by act and operation of law." Now, so far from this being the case, the judgment assumes, as was to be expected, that a surrender in law may take place in incorporeal hereditaments or reversions, as well as in corporeal hereditaments, and that a *surrender in fact* of the former must be by deed. The point really decided was, that a demise (in the case of reversions, &c.) from the reversioner *to a stranger*, or third party, with the consent (actual or presumed) of the lessee does not work a surrender by act and operation of law. It had been decided to do so (in the cases cited in the judgment), where the subject-matter of the demise was *corporeal* hereditaments; and, according to *Lyon* v. *Reed*, the judges refuse to extend the doctrine of those cases to incorporeal hereditaments or reversions. But a surrender in law, as between the reversioner and lessee themselves, or a surrender in the strict sense of the term, may, in the case of incorporeal hereditaments or reversions, result now as before, and is left quite untouched.

A correspondent who wishes to see our suggestions as to Precedents and Forms carried out, sends the following form of copyhold surrender.

Manor of } BE IT REMEMBERED, that in the county of N. } on the day of A.D. 1842, W. G. of in the county of N. a copyhold tenant of the said manor, personally came before me, E. J. S. esq. the steward of the said manor, and for carrying into execution a contract for the purchase, at the price of 525*l*. sterling, by of in the county of , lord of the said manor, from the said W. G. of the messuages, cottages, grounds, and hereditaments hereinafter described, and hereby severed or intended so to be, and the inheritance in fee simple of the same, according to the custom of the said manor, discharged from all incumbrances, and in consideration of the sum of 310*l*. 10s. part of the said purchase-money or sum of 525*l*. at the request and by the direction of the said W. G. paid by the said unto C. G. of aforesaid, gentleman, at the time of passing this surrender, and also in consideration of 214*l*. 10s. residue of the said purchase-money or sum of 525*l*. also paid by the said unto the said W. G. at the same time, he, the said W. G. did out of court surrender into the hands of the lord of the said manor, by the hands and acceptance of the said steward, by the rod, according to the custom of the said manor, all that messuage or tenement, outbuildings, yards, gardens, and hereditaments to which the said W. G. was admitted tenant, at a court holden for the said manor on or about the 26th day of November, 1822, and also all those several other messuages, tenements, or cottages lately erected on part of the said hereditaments, and all which said premises are now better known by the following description (that is to say), *All that* messuage or tenement, &c. late of the said deceased, and now of the said . And also all those several rights of feeding, going, laying, and being for heads of great cattle, in, over, and upon the lands and grounds in aforesaid, called the Common, and every or any other lands and grounds called common or Lammas Meadow in aforesaid, as now used by the said W. G. and his assignee or assignees, tenants or under-tenants, together with all and singular other the commons, rights of commoning, and common of pasture, turbary, furze, and heath, members, privileges, and appurtenants whatsoever to the said messuage or tenement, cottages, lands, and hereditaments belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits of

the said premises, and all the estate, right, title, interest, benefit, claim, and demand whatsoever or howsoever of him the said W. G. of, in, to, out of, or upon the said hereditaments and premises, and every part thereof, *To the use* of the said lord of the said manor, his heirs and assigns for ever, according to the custom of the said manor, and to be regranted or disposed of as he or they may think fit.

Taken, &c. W. G.

To Readers and Correspondents.

H. J. C.'s *communication has been sent to the gentleman by whom the work to which he alludes is undertaken.*

H. N. C. (York).—*Thanks for the correction; but as the paragraph was cut from one of the newspapers, and did not appear upon our own authority, it is perhaps scarcely necessary to call attention to it.*

J. O. jun.—*Poetry, even though in praise of the* Law Times, *is not exactly within its province; but we are gratified by the good opinion of our correspondent.*

J. D. H. *was accidentally mislaid, and unfortunately the reporter is out of town, so we cannot ascertain which report is the correct one.*

H. B. (High-street, Rotherham).—*The advertiser does not want the books named.*

J. E. N (Settle).—*We are unable to find room for this communication, as, being a matter of opinion, the anonymous deprives it of weight.*

A Subscriber *objects to the strictness of the law with respect to alienations by* femes covert. *His letter is too long for our space, but the subject deserves consideration.*

George Marshland's *letter is much too long for us: but it exhibits great ability, and is full of promise for the future.*

W. G. (Frome).—*The Statutes must, we fear, continue to occupy their present place.*

H. G. R.—*The book has been received. It was handed by us to the Editor of* The Critic, *and by him it will be reviewed in that journal.*

A Subscriber (Exeter).—*We think the same privilege would extend to the universities named.*

D. B. S. *should be allowed a month, at least.*

TO SUBSCRIBERS.

A Portfolio, *on a novel and convenient plan, for preserving the current numbers of the* Law Times *for ready reference, may be had at the Office, or by order of any Bookseller in the country, price 5s. 6d.*

An Alphabetical Index to the Cases in the current Volume of the Law Times *always lies at the Office for the purpose of Reference.*

THE LAW TIMES.

SATURDAY, AUGUST 17, 1844.

THE PAST SESSION.

The Session of Parliament just concluded has proved more fruitful in legislation than could have been anticipated a month before its close. Up to that period little, indeed, had been accomplished. But a sudden activity seized the Senate, and in four weeks more important laws were made than ever before were framed in so brief a time.

It will be for the future to shew how far this hasty legislation is consistent with accuracy. It is probable, however, that a world of work has been carved out for the Lawyers by the doings of the last forty days, and probably no small portion of the time of the next session will be occupied in correcting the errors of the last.

But still the fact remains that so many laws have been made affecting so various, and such mighty interests, that there are few of the subjects of the realm, however lofty or lowly, whose welfare will not be directly influenced by them. They will, therefore, require the most anxious consideration, not only of the Profession, but of the public, and we cannot better occupy the leisure of the vacation than by reviewing them *seriatim*. In this article we propose to take a slight glance at the vast field over which legislation has just extended itself.

In the law of real property a vast change has been introduced by *The Transfer of Property Act*, the provisions of which were briefly stated last week. As this important measure does not come into operation till the 1st of January, we shall have ample opportunity for giving to its provisions the minute attention they demand.

The Law of Debtor and Creditor has been subjected to vast changes by two statutes, of which one abolishes imprisonment for debt under 20*l.*, greatly extends the remedies against the property of insolvents, and unites the jurisdictions of insolvency and bankruptcy; and the other introduces many valuable provisions for facilitating voluntary arrangements between debtors and creditors, and for placing compositions under judicial control. This Act passed *sub silentio*, although one of the most important of the session, and, taken in combination with the Insolvent Debtors Act, it effects a complete revolution in that branch of the law to which it belongs. An abstract of this Bill will be found in its proper place, among our record of actual legislation.

There is another class of laws in which the session has been singularly fruitful, and the combined effect of which it is difficult to estimate. These are the series of statutes affecting the commerce of the country, comprising *The Bank Charter Act*, the two *Joint Stock Companies Acts*, and *The Railways' Regulation Act*. No man would venture to prophesy how these novel and most sweeping measures will operate in practice, but upon the face of them they promise to be highly beneficial, by giving a healthfulness to trade through the ample provisions they make for the prevention of fraud

The Joint Stock Companies Act is especially stringent in its requirements, and would seem to make bubble companies henceforth impracticable. It is only to be feared, lest in anxiety to prevent fraudulent speculations, honest ones may be crushed; for certainly with such impediments as this statute throws in the way, it will be extremely difficult to form a joint stock company for any purpose, however desirable. *The Railways' Regulation Act* was the result of a compromise with the companies, and is rather of general than of legal interest.

Very material alterations have been made in the poor-law. A mighty field for litigation has been closed by the *Dissenters' Chapels Act*. Other statutes of less immediate importance have signalized a session which threatened to be one of the most barren of recent times.

And the Government deserves commendation for its adoption of a plan which we hope will in future be followed with all measures affecting many interests. It is that of introducing at the close of the session the Bills which it is the purpose of the ministry to propose for legislation during the following session. The advantages of this course are so obvious, that it seems strange why it has not been always observed. By thus laying the suggested changes of the law before the Parliament and the public, ample time is afforded for investigation and discussion; their various bearings are examined, improvements are suggested, objections started; and thus, when the measure comes to be formally considered in the following session, all parties are prepared to handle it practically, and one half the time it would otherwise consume in discussion suffices to fit it for the royal assent.

The session just concluded has given rich promise in this most desirable shape. During the recess the subjects thus liberally submitted by the Government to public and private debate, should engage the serious attention of the Profession, whose members are so peculiarly fitted to criticize them. The Bills that thus are offered for inspection and revision are—

The Criminal Law Consolidation Bill.
The Law of Settlement Bill.
The Justices' Clerks' Fees Bill.
The Medical Reform Bill.
The Criminal Appeal Bill.

The first of these we have already, through the means of our Appendix, placed in the hands of the Profession, to whom it is the most valuable text-book ever published on the subject to which it relates. The others shall appear in our columns, and receive careful consideration. But upon all of them we invite the suggestions of our readers, whose opinions, as practical men having peculiar opportunities for forming a correct judgment, cannot but have great weight with any Government or Legislature. As the organ of the Profession, the Law Times will be heard with respec , whether in support of, or in objection to, any of these projects of laws, and therefore we ask experienced readers freely to express their opinions through our columns, giving to their views the weight of their names subscribed, and so to aid in the making, as they do in the administration, of the laws of their country.

A CURIOSITY.

We present a copy *verbatim et literatim* of a sort of printed circular for recovery of debts issued at Birmingham.



HUNDRED AND COUNTY COURT OFFICE,
FOR RECOVERY OF
DEBTS AND RENTS,
No. 7, Lower Priory, near to Dale End, Birmingham.

29th day of *July*, 1844.

James Taylor,—By virtue of a retainer, I am instructed by *James Bailey, of Gib Heath, near Birmingham*, to apply to you for payment of the sum of 1*l.* 1s. due to *him*, and unless the amount be paid at this office, together with the costs already incurred, within 2 days from the date hereof, legal proceedings will be commenced against you for recovery thereof, without any further notice or delay whatever; and if you wish to stop the same or further law, costs, and charges, apply at the above office as soon as you get this. From

W. Rudge, Attorney.

		£	s.	d.
Due for wages for six days.	Debt ..	1	1	0
	Costs ..	0	3	6
		1	4	6

BRING THIS WITH YOU.

Office hours from ten in the morning until six in the evening.

Office closed from ten o'clock till two.

All letters and parcels addressed to this office must be post-paid, or not taken in.

SHAM LAWYERS.

Here is an advertisement which was cut from one of the Hull newspapers. Again we say to the Law Societies, Keep an eye upon them.

NOTICE.—Debts in the county of York recovered in the County Court, on application to
Wm. Purdon, Sheriff's Officer,
No. 1, Paragon-street, Hull.

VERULAM SOCIETY.

The first part of the *Criminal Law Cases* appeared on Wednesday last.

The two next parts will consist of the Registration Appeal Cases, and Part II. of the *Cases on Real Property and Conveyancing*. Part III. of *Bittlestone and Symons's Magistrates' Cases* is nearly ready. In the course of a few days two at least of these will be published.

The following new members have been enrolled since we last reported progress:—

Furlong and Tucker, Messrs. Exeter
Jervison, C. Rothwell, near Leeds
Tripp, W. U. Tiverton
Hilliard, T. H. Leek
Poole, W. Savage, Kenilworth
Borlase, Jas. J. G. Mitcheldean
Walker, John, Chester
Pritchard, Edward, Hereford
Grundy, Robert T. Bury.

INSOLVENT DEBTORS ACT.

As this statute is of immediate interest, we purpose to present a short analysis of it here, as some time must necessarily elapse before it can appear in its order among our record of actual legislation.

It professes to be an amendment of the 5 & 6 Vict. c. 116. But it is, in fact, a new law.

The first section provides that a petition for protection from process may be presented to any Court of Bankruptcy without any notice being given to any creditor, or in the *Gazette*, or any newspaper.

The form of petition is then given, and it is to be verified by affidavit. But, *after it is filed*, notice is to be given to creditors and in the *Gazette*, and a public sitting appointed for the first examination and the choice of creditors' assignees; but the commissioner may reject or remove the person so chosen.

The property of the petitioner is to vest in the assignees for the time by virtue of the appointment, and upon petition being filed, the commissioner is to have the like power for seizure of the property of the petitioner, and the examination of him and other persons, as in bankruptcy.

By sec. 6, any prisoner in execution upon a judgment in an action for debt not being a trader, or, being a trader, whose debts are less than 300*l.* may, by petition, be protected from process and from being detained in prison for any debt mentioned in his schedule, and, if so detained, the commissioner may order his discharge. If the petitioner be in custody, and not entitled to be discharged, he may be brought up by warrant.

Wearing apparel, bedding, working-tools, &c. of the value of 20*l.* excepted from the operation of the Act.

The official assignee is to act until the creditors' assignee is appointed, and may sell the property by order of the commission, and make an allowance to the petitioner: the property vested in him is to go to his successor, and if the petition be dismissed, all the acts theretofore done according to the Act are to be good and valid.

The assignees may execute powers which the petitioner might have executed for his own benefit; where they have accepted a lease, the petitioner is not to be liable for rent, and if they do not determine whether to accept the lease or not, the lessor may apply to the court, which shall make such order as the commissioner may deem fit. Assignees are empowered to sue in their own names; to make composition for debts; to submit differences to arbitration; with consent of the major part in value of the creditors given at a meeting duly called, and the creditors are to vote thereat according to the balance due to them on an account fairly stated.

Where the petitioner is beneficially entitled to stock, the commissioner may order a transfer. Suits are not to abate on death or removal of assignees. Goods in the possession, order, or disposition of the petitioner, whereof he was reputed owner, to be deemed his property.

A distress is not to be available for more than one year's rent. Voluntary preference is to be fraudulent and void as against assignees. But it is expressly provided that no conveyance, assignment, &c. shall be so deemed fraudulent and void "if made at any time prior to three months before the filing the petition, and not with the view or intention, by the party so conveying, &c. of petitioning the court for protection from process."

By sec. 20, the provisions of the 3 Geo. 4, c. 39, relating to frauds upon creditors by secret warrants of attorney to confess judgment, are extended to the assignees of insolvent petitioners.

Sec. 21 enacts that no warrant of attorney or *cognovit* shall be acted upon against the property of an insolvent petitioner after filing his petition.

The final order is to protect the person of the petitioner from process in respect of the debts named in his schedule, or the claims of indorsees and holders of securities not known to him, and if the petitioner be detained for any such claim, the commissioner may order his discharge.

If it appear to the commissioner that any of the petitioner's debts were contracted by fraud or breach of trust, &c. no day is to be named for making the final order for protection; but if otherwise, a notice of such day is to be given.

Sums payable by way of annuity are to be deemed debts, and the annuitants are to be creditors for the value thereof.

The final order may extend to process for contempt in non-payment of money, and to costs incurred by the creditors, but subject to taxation.

The commissioner may adjourn the final order *sine die*; but if it be refused or so adjourned, the Court may thereafter, at its discretion, make an order to protect him from further imprisonment, in respect of the debts mentioned in his schedule.

Where there is an error in the schedule without fraud, the operation of the Act is to extend to the actual amount of the debt.

The 31st section directs how the dividend is to be made.

Sec. 32 enacts that outstanding debts, &c. may be sold by order of the commissioner. The proceedings are not to be liable to any stamp or auction duty.

On each petition a sum not less than one-eighth, nor more than one-fifth, in the pound, upon the produce of the estate, is to be paid by the assignees to the Secretary of Bankrupts Act.

The official assignee is to be remunerated at the discretion of the commissioner, but not to exceed 5 per cent. upon the proceeds of the estate.

A table of fees to be made by the London commissioners, with the aid of such of the country ones as the Lord Chancellor shall appoint.

The proceedings, or a duly signed copy, to be receivable in evidence, and the rules and orders under the former Act to be applicable to this one.

Persons wilfully omitting any thing from the schedule to be guilty of a misdemeanor, and liable to imprisonment for not more than three years. Wilfully making a false oath or affirmation punishable as perjury.

A fiat in bankruptcy may issue against a trader having filed a declaration of insolvency upon the petition of the trader himself.

A very useful provision has been introduced. The Lord Chancellor is empowered to direct courts to be held by the country commissioners in various parts of their districts. He may also appoint a taxing officer, whose fee is fixed by the Act. The sums received by him, after deducting the sum allowed for the expenses of his office, are to be paid into the Bank, and in case of sickness, &c. his duties may be performed by deputy.

The registrars who now receive the surplus of certain fees are in future to be paid wholly by salary, and to account for all fees they shall receive. A retiring pension is to be given to them.

The Court may send a registrar to take proof of debts where expedient. The deputy-registrars are to be styled registrars.

The 55th section repeals the provisions of the 5 & 6 Wm. 4, c. 29, as to fees receivable by the accountant in bankruptcy, and he is to have a salary instead.

The 57th section abolishes arrest upon final process in an action for debt not exceeding 20*l.* and cost, and the following section provides that persons in execution at the time of passing this Act, when the debt shall be within the above amount, shall be discharged on application to a judge; but if fraudulently obtained, the debtor may be again arrested. Sheriffs, &c. not to be liable for escape, and the judgment is to remain in force notwithstanding the discharge of the debtor.

A power of imprisonment for fraud is given by sec. 59.

Where the judge of an inferior court has ordered payment of money, it is to be recoverable by *fi. fa.* but such execution is not to issue till after default in payment of the instalment.

The 62nd section gives to the judge the power of suspending execution in certain cases of sickness or accident, and on payment of debt and costs. Bailiffs are held responsible for neglect to levy, and certain remedies are given against bailiffs and other officers.

The 67th section enacts that no landlord of any tenement let at a weekly rent "shall have any claim on any goods taken in execution under the process of any court of law for more than four weeks' arrears of rent."

Claims as to goods taken in execution are to be adjudicated in open court. No distress levied by virtue of this Act is to be unlawful for want of form.

Compensations are to be given to any judge or other officer of any court, or keeper or other officer of any debtors' prison, whose emoluments will be diminished by this Act.

The 72nd section, after reciting that there are many inferior courts for recovery of small debts not presided over by a barrister or attorney, as assessor or judge, enacts that the Secretary of State may appoint a barrister of seven, or an attorney of ten years' standing to be assessor of each of such courts.

Such is a short abstract of the provisions of this important measure. It will, of course, be given *verbatim* in its proper place among the New Statutes, printed or analysed in our columns. Moreover, it is intended to form, in conjunction with the Debtors and Creditors Act, a volume of the series of the *Law Times edition of Important Statutes*.

THE FRENCH BAR AND THE PRESIDENT OF THE COUR ROYALE.

(*Continued from page* 312.)

TO THE EDITOR OF THE LAW TIMES.

SIR,—I am now enabled to transmit you the details relative to the quarrel between the Parisian Bar and the President Seguier, which, as I stated in my last, had not then been permitted to be published, the judgment of the Court not having been notified. On Monday, July 8, the *bâtonnier* and members of the Council of Discipline appeared before the united chambers of the Cour Royale. M. Seguier was in the chair. As soon as the barristers had taken their seats, the Attorney-General read the letter which had been addressed to the first president, couched in the following terms:—

"TO THE FIRST PRESIDENT.

"M. PRESIDENT—A circumstance which has recently occurred in your court has caused a painful sensation among the Bar. On Monday, 9th of this month, a case, *Dalibon* v. *Beslay* came on before you. No barrister appeared. The plaintiff's brief had been refused. M. Mancourt, the defendant's attorney (*avoué*) read the case. M. Cruey, the plaintiff's *avoué*, requested a delay, and, as he was urging the necessity of it, taking him for a barrister, you observed:—'No, plead; your cause is a bad one. Barristers now accept all briefs, even the worst, and they know what they are about, for talent is not wanting. We no longer appoint official barristers; they plead every thing; they are not conscientious; I remind them of their oaths.' These offensive words, which offer such a contrast to the sentiments of the Bar, and to the expressions of esteem you have more than once used towards it, grieved it more deeply as they came from such a source.

"The council assembled, verified the facts, and has ascertained that these words, unjust in their general application, were wrongly applied in this particular instance, for it was not a barrister, but an *avoué*, who had addressed the Court on behalf of the plaintiff. Our young brother barrister, to whom the case had been offered, in obedience to the duties of the Profession, had conscientiously declined the offer, and returned the brief. Under these circumstances, Sir, the members of the council, yielding to unanimous feeling, have considered that these words, which have so deeply wounded the whole order, ought to be publicly recalled, and that as long as they remain unrecalled, it would not be in their power to concur with you in administrating justice. Until then, therefore, we shall cease to appear in your court.

"This proceeding, which would have been peremptorily dictated by the care of our honour, is equally enjoined by the duties of our Profession. Otherwise deprived henceforward of all authority, we should expose the interests of our clients by appearing in their name when we had been deprived of our dignity.

"We remain, with profound respect, Sir,

"Your most humble and obedient servants."

The Attorney-General, after reading the letter, announced that the barristers who had signed it had been summoned before the Court, because, 1st, they had failed in the duties of their Profession; 2nd, they had been wanting in the respect due to the magistracy; and, 3rd, they had exceeded their power in interdicting one of the chambers of the court, and adding, that he hoped an honourable reconciliation was still possible, and would re-establish the amicable intercourse which had existed between the magistracy and the Bar, and which was so necessary to the due administration of justice. The Attorney-General ended by saying he was ready to listen to the explanations of the barristers. The *bâtonnier*, after reading a written report, thus addressed the Court:—

"Gentlemen,—In entering into explanations which are demanded of us by authority (*la voie disciplinaire*), the dignity belonging to the Court and to ourselves requires great clearness and absolute candour. The circumstances which have excited amongst our order such a lively, and, allow us to add, such natural and just emotion, are facts which in our eyes are undeniable. We have collected and verified them with the most scrupulous and patient attention, and, after

this examination, it was no longer possible to doubt either that the words had been uttered, or of the effect such words might and did produce.

"The integrity of the Bar, its regard for its duties, its faithfulness to its oaths, the conscientiousness of its exertions, and all that constitutes its strength and authority have been publicly injured.

"When such an accusation had been brought by the person of highest rank in the magistracy, silence was neither honourable nor possible.

"This sentiment was spontaneous and unanimous among us, and to understand it, it is not necessary to attribute it to some hypothetical coalition, equally opposed to our habitual conduct and our respect of the laws. It is explained by that bond of honour, the lively traditions of which we have so carefully preserved from time immemorial.

"The hand which had inflicted the evil could alone repair it. This is what we required; we asked for it in a suitable manner, not dreaming there was the slightest peril in our conduct, but, at all events, quite resolved to bear the responsibility of our act.

"Under these impressions, gentlemen, our letter was written and signed. We are convinced that what we have done we had a right to do; and the consciousness that we have done our duty towards the Bar further strengthens this conviction.

"And yet, in execution of your decree, gentlemen, the Attorney-General takes proceedings against and accuses us of having *exceeded our power, failed in the duties of our profession, and in respect to the magistracy.*

"*Exceeded our power!* Gentlemen, in the important circumstances in which we are placed, we did not think it necessary to take upon ourselves the office of judge; we did not presume to do so.

"Nevertheless, in abstaining, as members of the council of the order, from passing a decree, we still thought ourselves bound, as advocates, called to the head of the Bar by the votes of our fellow-barristers, to be the first to speak in the defence of the interests of the order.

"Our actions belong to us; we claim them as our own; we have dictated laws to no one. Like our predecessors, we have only set an example of faithfulness and devotedness to our order. If this example is to be followed, it will be enforced by the power of the order, not by the force of any legal proceedings.

"Such is the fact, gentlemen, such is the truth.

"An *excess* of power cannot properly be complained of, where there has not even been an act of power.

"*Failed in the duties of the Profession!* Gentlemen, we acknowledge these duties of our Profession. As barristers, we have long and constantly practised them; as members of the council, to enforce the respect due to them, we have occasionally been compelled to employ rigorous measures, which your forbearance has sometimes tempered. Far from disavowing these duties, we should claim them if we were to be deprived of them, for they form our strength and our power. Our authority before you is founded on them, and in them the interests which are intrusted to us take refuge as under inviolable shelter. Above all, in them lies the secret of this traditional energy which has kept our ancient institution erect and honoured, amidst a new world, hostile to any thing like corporations.

"*We have failed in the duties of our Profession!* Has it been in defending its injured feelings, in identifying ourselves with it, or in asking in its name just and necessary satisfaction?

"Gentlemen, before our voice was raised to complain, we endured much; our professional dignity more than once attacked—our individual interests more than once exposed by injurious words; and we claim no merit for this. But if, under an insult which on this occasion affects the honour of all, we had remained cold and silent, we hesitate not to say that we should have become parties to the degradation of our order. And then all honourable men, magistrates and barristers, might with truth have reproached us with having failed in the duties of our Profession, for we should have broken the sacred trust which at our election was committed to our care.

"Lastly, the Attorney-General tells us we have *failed in respect to the magistracy!*

"Has it been in addressing a letter to the magistrate? Gentlemen, the satisfaction which is due to us we neither demand from the authorities nor from the hands of justice. We thought and still think it more dignified to claim it directly from the individual. We have neither wished for auxiliaries nor official intermedials; we have appealed from the magistrate to the magistrate himself, which is shewing respect to him of whom we have to complain.

"Has it been in refraining from appearing before the Court of the First Chamber? Gentlemen, to plead, or not to plead, according to our will and our oath, is the condition of our independence, and the law of our Profession. Maintained by the traditions of our order, acknowledged by the Parliaments, this law justifies itself especially in the eyes of reason. Crushed by the decree of 1810, the ordinance of 1822 restored it, and, in following its precepts, we make use of our legal and moral liberty, and fail in respect to no one. We have a right to invoke our privileges; it is our duty to maintain them. Moreover, if we claim them now, you are aware it is not to gratify self-love or wounded pride. These trifling passions are beneath our notice, and would not authorize in our eyes the important measure we have each considered necessary to adopt.

"We have raised our eyes higher, and allow me to add, in conclusion, that this is the important interest it has been our great aim to defend. The law has appointed us to stand intermediate between justice and our clients. Our office is placed under the authority and sanction of an oath; conscientiousness, more than talent, recommends us to the magistracy; it is more in the integrity of the advocate than in his abilities that the fortunes and interests of the families intrusted to his care find a firm and salutary support.

"Our mission, gentlemen, must rest on this pinnacle,—we should not comprehend it, we could not accept it, humbled and abased.

"The magistracy is intrusted with the duty of honouring men who participate with it in the administration of justice, and who have passed their lives in winning, by conscientious exertions, the right of being honoured. It is this right which we claimed in our letter; it is this right which we now claim before the assembled Court."

At the close of this speech, the Attorney-General required the Court to declare void and of none effect the letter addressed to the President, and also the deliberations which had taken place relative to it: to enjoin the barristers who had signed the said letter to resume their offices before all the chambers of the court,(a) and to inflict upon them the disciplinary punishment due for the breach of discipline.

The Court, after mature deliberation, summed up in the following manner:

"1. Touching the competency:

"Inasmuch as the articles 1[illegible] and 103 of the decree of the 30th March, 1808, admit that the full right of jurisdiction in matters of discipline over the members of the order of Advocates belongs to the Court, and that it alone can exercise it in cases of infraction imputed to the council of the order itself:

"2. Touching the question:

"Inasmuch as the letter of the 15th June, 1844, addressed to the first President, and in which the members of the council of the order of Advocates declare that the words attributed to the first President ought to be publicly recalled, and that until disavowed it would not be possible for them to concur with this magistrate in the administration of justice:

"Considering that the said letter, drawn up and signed by all the members of the council collectively, although not entered on the registers of the order, constitutes the united deliberation, and not the individual act of the members who signed it:

"Considering that the object of the said letter, on the part of the members of the council in submitting to a special condition the continuation of their support in the administration of justice before one of the chambers of the court, evidently exceeds the powers of the council, regulated as they are by the laws and ordinances:

"Considering that, conformably to the said letter, the *bâtonnier* and several members of the council present at the sitting of the first chamber of the court on the 17th of June, refused to plead, and that since then all the members of the order have also absented themselves from the sittings of the same chamber:

"Considering that the rules of the Profession forbid those who exercise it to combine for the purpose of abandoning collectively the pleadings exclusively intrusted to them by the law, and thus to suspend as much as it is in their power the ordinary course of justice:

"Considering that, admitting the resolution adopted by the members of the council of the order to be the result of an erroneous interpretation of the words attributed to the first president, an interpretation which ought to have been outweighed by the proofs of esteem and goodwill so constantly given by the Court to the order of Advocates, for their loyal and useful co-operation in the administration of justice, the letter addressed to the first president, and the facts which followed it, constitute, nevertheless, on the part of the members of the council of the order, a failure in the duties of their Profession, in the respect due to the magistracy, and in the care of the interests whose defence is intrusted to them by the law:"

The Court—

"Orders the suppression of the letter of the 15th June, 1844, according to article 18 of the ordinance of the 20th November, 1822:

"Pronounces against those who signed the said letter the disciplinary penalty of the warning, and condemns them to the expenses:

"Orders that the present judgment should be immediately notified to the members of the council by the Attorney-General.

"Given with closed doors this 8th day of July, 1844, in the Court of Audience of the first chamber, in presence of the Baron Seguier, First President," &c. &c.

This judgment created great surprise, and the following day the *bâtonnier* and the members of the Council of Discipline immediately resigned, but were all unanimously re-elected; and these elections were so far remarkable, that there has never been an instance of so many voters. Aged barristers, who had retired from public life thirty or forty years, came to give their support to those who had so firmly and vigorously stood up in the defence of the rights of the Bar. Their venerable age of ninety years had not cooled their zeal for the honour of the Profession and society to which they belonged. All the members of Parliament connected with the Bar, whose names are inscribed on the list, attended the election, which was in effect a distinct and unmistakeable protest against the judgment of the Court.

Most members of the Bar in the several departments sent their approval and adhesion to their brethren in Paris; and the President of the advocates at the Court of Cassation came in the name of the council of that order to offer his assistance in appealing to the Supreme Court.

Thus the matter must remain until the Court of Cassation has decided upon the appeal.

All rational men in France unite in this public manifestation which the force of circumstances has drawn forth.

At a time when personal interests have such claims on society, it is worthy of remark that men opposed in political opinions, fortune, and habits, forsake their private interests and join in one feeling for the honour of their Profession.

The further progress of this appeal cannot fail to interest the members of the Profession throughout England, although the exact circumstances could not occur there, and I will send you a full statement of it, and the result.

I remain, Sir, yours truly,

N. T.

Avocat de la Cour Royale.

(a) This was too unreasonable—to compel a barrister to plead against his will would be an absurdity; accordingly, the Court was silent on this point.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the Law Times, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

Best on Presumptions of Law and Fact.

(*Continued from page* 248.)

The next class of presumptions consists of those *derived from the course of nature*, and which are divided into *physical* and *moral*. Thus the law takes notice of the courses of the heavenly bodies, and it presumes all individuals to be possessed of the usual powers and faculties of the human race. Under this division falls the difficult question of the gestation of the human fœtus, which Mr. Best discusses at some length.

So there are presumptions derived from observation of the moral world. Thus every person is presumed to intend the consequences of his deliberate acts; every estate is presumed to be beneficial to the taker, and every man is presumed to accept that which is beneficial to him.

The next chapter is devoted to the *presumptions drawn from the habit of society, usages of trade, &c.* A usage presumes that agreements are made with reference to it.

"The general rule on this subject is thus laid down by Mr. Starkie:—'Where the terms used in a contract are of dubious meaning, the custom and usage of the country, or of any particular class of persons, as merchants conversant with the term, to use it in a particular sense, is evidence that the parties themselves so intended to use it. But where the meaning of the terms is plain and unequivocal, and, *à fortiori*, where the law has annexed a particular meaning to the use of the term, it is an universal rule that no evidence can be admitted of a custom or usage to receive such term in a different sense.' (2 Stark. Ev. 363, 3rd edition,—So, it is laid down in *Yeats* v. *Pim* (Holt, N. P. C. 95), that "no usage of trade can be set up in contravention of an *express* contract. All contracts made in the ordinary course of trade, without stipulation, warranty, or express provision, are presumed to incorporate the usage and custom of the trade to which they relate. The contracting parties being cognisant of such customs, are presumed (and the presumption is generally consistent with the truth) to have it in their intention that their contract shall not exclude such usages.'"

Certain presumptions are drawn from the usual course of business in public or private offices. Some of these deserve special notice :—

"Thus, if a letter is sent by post, that is *primâ facie* proof, until the contrary be proved, that the party to whom it is addressed received it in due course. (*Warren* v. *Warren*, 1 C. M. & R. 252, per Parke, B.; *Kieran* v. *Johnson*, 1 Stark. 109.) And in the case of *Fletcher* v. *Braddyll* (3 Stark. 64), it was held, that the date in the post-mark upon a letter is *primâ facie* evidence that the letter existed at the time of the date; but then it should be proved that the letter bears the genuine post-mark used by the office whose stamp it purports to bear at the time the letter reached its destination. So, in the case of private offices, where, in order to prove notice of dishonour of a bill of exchange, it was shewn that, on the day after it became due, the plaintiff wrote a letter to the defendant, stating that the bill had been dishonoured; and that this letter was put down on a table, where, according to the usage of the plaintiff's counting-house, letters for the post were always deposited, and that a porter carried them from thence to the post-office; but there was no evidence as to what had become of the letter after it was put down on the table; Lord Ellenborough held, that this was not *primâ facie* evidence of the letter's having been sent by post; saying, 'You must go farther. Some evidence must be given that the letter was taken from the table in the counting-house and put into the post-office. *Had you called the porter, and he had said, that, although he had no recollection of the letter in question*, he invariably carried to the post-office all the letters found on the table, this might have done.' (*Hetherington* v. *Kemp*, 4 Camp. 194.) So, where, in order to prove that a letter had been sent to India from London by the defendant, a clerk in his office was called, who produced a letter-book, in which the letter was copied in his handwriting, and stated the practice of the office to be for him to copy into the book all letters from India—that, when copied, they were given to the defendant to seal, and afterwards carried, either by the witness or another clerk to the letter-office at the India-house, but that there was no particular place of deposit in the office for the letters that were to be carried. Both the clerks swore that they always carried the letters given them for that purpose, but neither had any recollection of this particular letter. Lord Tenterden said, 'I have great reluctance to refuse this evidence, but am bound to do it. The practice here differs from that in most counting-houses; if the duty of the clerk had been to see the letters he copied carried to the post-office, it might have done; but here there is something else to be done afterwards, and that by the defendant.' (*Toosey* v. *Williams*, M. & M. 129.) And in the case of *Hawker* v. *Salter*,(*a*) where one of the plaintiffs' clerks stated that a letter from the plaintiffs, which the witness had copied, giving the defendant notice of dishonour of a bill of exchange, was sent by the post on the morning of the 10th January, but he had no recollection whether it was put in by himself or by another clerk; the whole Court of Common Pleas thought this was not sufficient evidence that the letter had been put into the post."

The usages of trade give rise to other presumptions :—

"Thus, where a partnership is found to exist between two persons, but there is no evidence to shew in what proportions the parties are interested, it is to be presumed that they are interested in equal shares. (*Farrar* v. *Beswick*, 1 M. & Rob. 527, per Parke, B.) So, bills of exchange and promissory notes are presumed to have been given for consideration,(*b*) and after a year from the issuing of a fiat in bankruptcy, it will be presumed that all the creditors have proved their debts, so that a release from those who had proved may be considered as a release from all the creditors."(*c*)

The next class of presumptions is that of the *continuance of things in the state they have once existed*, until the contrary is proved. Thus a debt proved is presumed to continue until payment or discharge proved; but statutes of limitations have circumscribed this presumption. A revocation or a surrender will be presumed from circumstances. The absence of a person for seven years unheard of is admitted as a presumption of his death, though not of the *time* of death; there are also some curious presumptions of survivorship, when several persons perish by a common calamity. Thus :—

"The cases to which we allude are those unfortunate ones which have from time to time presented themselves, where several individuals, generally of the same family, perish by a common calamity, such as shipwreck, earthquake, conflagration, or battle, and where most usually the priority in point of time of the death of one over the rest would exercise an influence on the rights of third parties claiming under them. The civil law and its commentators were occupied considerably with questions of this nature, and it seems to have been a general principle among them (subject, however, to exceptions), that, where the parties thus perishing together were parent and child, the latter, if under the age of puberty, was presumed to have died first, but if above that age, the rule was reversed. (Greenl. L. E. art 29, p. 35; Dig. lib. 34, tit. 5; *de Rebus dubiis*, 1, 9, sec. 4; 1, 16, sec. 1; 1, 22 and 1, 23.) In the case of husband and wife, the presumption seems to have been in favour of the survivorship of the husband. (Dig. lib. 34, tit. 5, *de Rebus dubiis*, 1, 9, sec. 3.) All these presumptions were based on the assumption, that the party deemed to have survived was likely, from his superior strength and robustness, to have struggled longer against death than his companions. A full and able examination of the writings of the civilians and old French lawyers on this subject will be found in the 4th volume of Mr. Burge's work on colonial law.(*d*)

"The law of this country does not appear as yet to have adopted any decided rule on this subject (1 Phill. & Am. Ev. 469; 4 Burge, Col. Law, 27; Greenl. L. E. sec. 29, p. 35), but, whenever it can be done, leaves the question of which of two parties survived the longest to be determined by a jury or ecclesiastical judge, according to the facts of the case, such as the comparative age, strength, and danger to which they were respectively exposed, and any other surrounding circumstances calculated to throw light upon it.(*e*) Still, however, cases have occurred from time to time, in which there were no such *indicia* to guide; and as the decisions are not numerous, we will place them before the reader in their chronological order, and then state what appears the legitimate inference to be deduced from them.

"The first (*f*) arose in the course of the last century. General Stanwix, in October, 1766, together with his second wife and a daughter by a former marriage, set sail in the same vessel from Dublin to England. The ship was lost at sea, and no account of the manner of her perishing ever received. Upon this, the maternal uncle and next of kin of the daughter claimed the effects of the general, on the principle of the civil law, that, where parent and child perish together, and the manner of their death is unknown, the child must be supposed to have survived the parent. Similar claims were, however, put forward by the nephew and next of kin of General Stanwix, who moved the King's Bench for a *mandamus* to compel the Prerogative Court to grant administration to him. The rule for that purpose was, after argument, made absolute, on the ground that the question of survivorship sought to be established could only arise under the Statute of *Distributions*, and that the nephew, being next of kin, was entitled to the *administration* of the goods of the deceased.(*g*) This case is clearly no decision on the subject, and the suit is said to have been compromised upon the recommendation of Lord Mansfield, who said he knew of no legal principle on which he could decide it.(*h*) The next case is that of *Wright* v. *Sarmuda*, or *Wright* v. *Netherwood*, (*i*) where a man, with his wife and child, embarked from Jamaica, and the vessel having never been seen afterwards, all on board were presumed to have perished. The case involves some other points, but Sir W. Wynne, in delivering his judgment, says, 'I desired the priority of the death of the parties to be considered. *I always thought it the most rational presumption that all died together*, and that none could transmit rights to another.' This case was followed by that of *Taylor* v. *Diplock*,(*k*) in which J. T. had constituted his wife sole executrix and residuary legatee. Both husband and wife were drowned in a transport on the 14th January, 1814; whereupon a question arose, whether the relations of the husband or those of the wife were entitled to the residue. The point appears to have been fully argued, when the authorities from the civil law and the two previous cases were cited, and the following judgment was delivered by Sir John Nicholl:—'This case is under singular circumstances; it arises upon the grant of an administration, with the will annexed, of J. T.; and the question is, whether the administration is to be granted to the next of kin of the testator or to the next of kin of the residuary legatee. . . . . The first and preliminary question is, on which side lies the presumption? on whom the burden of proof? The administration prayed is not to the wife, but to the husband—*primâ facie*, it belongs to the next of kin of the party deceased; to him, and to his property, the wife, or next of kin, has a right to administer under the Statute of Administrations. But it is laid down in the books, that, in case of there being a residuary legatee, the statute does not apply. The next of kin has the *primâ facie* right; but if there is a residuary legatee, he would be entitled; there is no such person here, for the party claims derivatively from the residuary legatee. The burden of proof lies on him to shew that the deceased left a residuary legatee; the next of kin of the residuary legatee is to shew that the wife survived her husband. The same was the rule in the civil law, as has been satisfactorily stated in argument—the proof of the wife's surviving must be shewn, otherwise the deceased left no residuary legatee. . . . The civil law is in favour of the last possessor. Thinking, as I do, that it is incumbent on the next of kin of the wife to prove her survivorship, how stands the case on the evidence? There is no direct evidence as to the point.' [The learned judge here went into an examination of the evidence, which was in some respects contradictory, and, in the course of his observations, says]—'None of the witnesses represent the husband at the moment to have been in a weak infirm state; none represent him as having lost his recollection. Looking at their comparative strength, *there is nothing to take away the ordinary presumption*, that a man was likely to survive a woman in a struggle of this description; still less is there any thing to prove the contrary. Upon the whole, I am not satisfied that proof is adduced that the wife survived. *Taking it to be that both died together*, the administration is due to the representative of the husband. I assume that they both perished at the same moment, and therefore I shall grant administration to the representative of the husband. *I am not deciding that the husband survived the wife.*' The next case is that of *Mason* v. *Mason* (1 Meriv. 308).(*l*) A father bequeathed his personal property to trustees, to pay to each of his children who should be living at the time of his death 5,000*l.* to be paid to the sons at twenty-one, and to the daughters at twenty-one or marriage respectively, with benefit of survivorship, in case any should die before their portions were respectively payable. The testator had ten children, nine of whom survived him; and he had, in January 1809, embarked with his son Francis in a ship bound from Bengal to England, which was lost on her voyage, and all on board perished. The cause came on for further directions, the Master having stated in his report that he was unable to state whether Francis survived his father or not, when Sir W. Grant, M. R. said, 'There are many instances in which principles of law have been adopted from the civilians by our English courts of justice, *but none that I know of in which they have adopted presumptions of fact from the rules of the civil law*. In *General Stanwix's* case, I thought the stress of the argument to be in favour of the representatives of the father. There were three contingencies: either the daughter survived the father, or the father the daughter, or both perished at the same instant. In the first of these cases alone would the representatives of the daughter have been entitled, those of the father in either of the two last. There were, therefore, two chances to one in favour of the latter. In the present case, I do not see what presumption is to be raised. Since it is impossible you should demonstrate, I think, that, if it were sent to an issue, you must fail for want of proof.' The plaintiff's counsel, however, pressing the matter, an issue was directed, to try whether the son, Francis, was living at the death of the testator. The result of that issue does not appear to be known. The next case is that of *Colvin* v *H. M. Procurator-General* (1 Hagg. N. S. 92, Mich. 1827), where an intestate was drowned, together with his wife, by the upsetting of a boat in the river Ganges. An application for administration having been made by a creditor, Sir J. Nicholl is reported to have said, that, 'in strictness, the representatives of the wife ought to have been cited; *but, as the primâ facie presumption of law*

(*a*) 4 Bing. 715. See further on this subject the case of Pritt v. Fairclough (3 Camp. 305), and those referred to in the note to that case; and Hagedorn v. Reid (3 Camp. 377). So, with respect to the practice in an attorney's office, Doe dem. Patteshall v. Turford (3 B. & Ad. 890).

(*b*) Chitty and Hulme on Bills of Exchange, 68; Byles on Bills, 2, 88, 4th ed.

(*c*) Carter v. Abbott (1 B. & C. 444). See, for other instances, Sargeant v. Reed (2 Strange, 1228); Houghton v. Gilbart (7 C. & P. 701); Cunningham v. Fonblanque (6 C. & P. 44); Leuckhart v. Cooper (7 C. & P. 119).

(*d*) We say the *old* French lawyers, for the Code Napoléon makes the following express and clear provision for cases of this nature, when there are no circumstances from which it can be inferred which party survived. First, if both are under the age of fifteen years, the eldest is presumed to have survived; and if they are both above sixty, the presumption is in favour of the youngest. Secondly, if some are under fifteen, and others above sixty, the former are presumed to have survived. Thirdly, when they all are between the age of fifteen and sixty, and are both of the *same* sex, the youngest is presumed to have survived; but where they are of *different* sexes, a male is presumed to have survived a female of equal age, or whose age does not exceed his by a year. All these presumptions, however, only hold good until disproved. (Code Civil, liv. 3, tit. 1, ch. 1, *des Successions*, arts. 720, 721, 722.)

(*e*) The old case of Broughton v. Randall (Cro. Eliz. 503) is well known, where a father and son were seized as joint tenants, and to the heirs of the son. Both father and son were hanged at the same time in one cart; but because the son, as was deposed by some of the witnesses, survived, as appeared by his shaking his legs, and probably some other tokens, his wife was held entitled to her dower.

(*f*) See, however, the case of Hitchcock v. Beardsley (West. Rep. Temp. Hardw 445, June 26, 1738).

(*g*) R. v. Dr. Hay (1 W. Bl. 640). This case was deemed at the time to be altogether novel, and Mr. Fearne composed two ingenious arguments, one in favour of each of the claimants. See his posthumous works.

(*h*) Greenl. L. E. 35; note to Taylor v. Diplock (2 Phill. 266). If this be true, it shews that in the opinion of that learned judge, whose acquaintance with the Roman law was pretty extensive, the artificial rules of the Justinian Code on this subject had not then been adopted in this country.

(*i*) Cited in a note to Taylor v. Diplock (2 Phill. 266, May 6, 1793).

(*k*) 2 Phill. 261, decided April 18, 1815.

(*l*) Decided March 11, 1815.

was, that the husband survived, and as the property was small, and the debt large, the decree might pass.' In the next case, *In the Goods of Selwyn* (3 Hagg. N. S. 748, Hil. 1831), where a party directed, that his wife, *if living at his decease*, should have all his property, and be sole executrix; and, *in the event of her dying in his lifetime*, then the will appointed three executors and trustees; the testator and his wife perished at sea on the 18th August, 1831, but no proof could be obtained as to the exact time at which either died; their bodies were found floating near the shore some few days after the wreck. Probate having been prayed on the part of the substituted executors, Sir J. Nicholl said, 'Instances have occurred, where, under similar circumstances, the question has been, which of two persons survived; but in the absence of clear evidence, it has generally been taken that *both died at the same moment*.' [The learned judge here referred to *Taylor* v. *Diplock*.] 'Here the wife and her representatives would have no interest in the effects, unless under the words "in case she should be living at his death." The only difficulty arises from the other clause, providing that the substitution of the executors, and the devise over, shall take effect in the event of her "dying in his lifetime." *Without going into the general presumption, that the husband was the stronger, and therefore survived*, the intention is so clear, that, whatever might be the construction of the words in other courts, I shall decree probate to the substituted executors in common form; the next of kin making no opposition to the grant, and having it in their power, if they should hereafter see fit, to call in the probate and contest the point.' In the case of *The Goods of Murray* (1 Curtis, 596, Hil. T. 1837), it appeared that the deceased, with his wife and only child, proceeded on a voyage from Dublin to Quebec; that, during a heavy gale, the vessel struck the land, at which time the deceased was on deck, his wife and child being below in the cabin. The deceased then went below, shortly after which the vessel again struck, and went to pieces, and all three were drowned. The deceased having left a will, bequeathing the whole of his property to his wife, the Court granted administration *cum testamento annexo* to the next of kin of the husband, as a widower; 'there being (says the report) nothing to shew that the wife survived, *the next of kin of the wife consenting*.' The next year the case of *Satterthwaite* v. *Powell* (1 Curtis, 705, Jan. 31, 1838) came before Sir Herbert Jenner. By a marriage settlement, bearing date the 19th February, 1811, certain property was settled to the separate use of the wife for life, and after her death for the husband for life, in case he survived her; and after the death of the survivor, then, as she should appoint by deed or will, among her children; but in case of the children dying under twenty-one, and unmarried, and in default of appointment, then in trust for her executors, administrators, and assigns, and personal representatives, for their own use. The deceased made no appointment, and died intestate, having been drowned at sea with her husband and four children, when the ship was lost, and every one on board perished. Letters of administration having been granted to her mother, as her next of kin, who died leaving part of the goods unadministered, the question was raised, whether administration of the unadministered effects should be granted to the next of kin, or to the representatives of the husband, and the doctrine of the civil law and *Taylor* v. *Diplock* were referred to. Sir H. Jenner, in delivering judgment, said, 'It appeared to me that this point was settled; the principle has been frequently acted upon, that, where a party dies possessed of property, the right to that property passes to his next of kin, unless it be shewn to have passed to another by survivorship. Here, the next of kin of the husband claims the property which was vested in his wife; that claim must be made out; it must be shewn that the husband survived. The property remains where it is found to be vested, unless there be evidence to shew that it has been divested. The parties in this case must be presumed to have died at the same time; and, there being nothing to shew that the husband survived his wife, the administration must pass to her next of kin.' The last case on this subject seems to be that of *Sillick* v. *Booth* (1 Y. & Col. N. C. 117, Dec. 2, 1841), in which the question of survivorship among males arose before Knight Bruce, V. C. but the case was decided on the evidence, without touching this point.

"The true conclusion seems to be, that the law of England recognizes no *artificial* presumption in cases of this nature,(m) but leaves the real or supposed superior strength of one of the parties perishing by a common calamity to its natural weight, as a *circumstance* proper to be taken into consideration by a jury or ecclesiastical judge called on to determine the question of survivorship, but which circumstance, standing alone, is insufficient to shift the burden of proof. If, therefore, the party, who, by laying claim to property on the ground of survivorship of one individual over another, takes upon himself the onus of proving that survivorship, has no further evidence than the assumption,(n) that, from age or sex, one party struggled longer against their common death than his companion, it seems that no decree would be made in favour of the claim. But, on the other hand, it is not quite correct to say that *the law presumes* both to have perished at the same moment—this would be to establish an artificial presumption against manifest probability; although the practical consequence is in many cases the same, because, if the party on whom the onus of proof lies cannot shew affirmatively which died first, the question will necessarily be treated by the tribunal as a thing from its nature unascertainable, and that, for all that appears to the contrary, both individuals may have died at the same moment. It is submitted, that, in this way, most, if not all, the cases may be explained and reconciled."(o)

And here we pause again, having still many pages of interesting matter to explore.

(m) Greenl. L. E. art. 29, p. 35; 4 Burge's Colonial Law, 27; 1 Phill. & Am. Ev. 469.

(n) We say *assumption*, for in many cases it is nothing more. *Primâ facie*, a male would struggle longer than a female, *if they were placed in exactly similar circumstances with respect to the impending danger*; but where a ship has foundered at sea, who is to decide that question? And occasionally the superior health or strength of the female would reverse it all. It is right here to allude to a statement made by some modern physiological writers, that, in some species of deaths, the strongest persons perish first. In deaths from the effects of carbonic acid gas, for instance, the *female* adult is said to survive longer than the *male* adult. See the authorities cited in Beck's Med. Jurisp. p. 397, 7th edit. who also relates an incident furnished by a modern traveller, who, in giving an account of a caravan coming in want of water in a Nubian desert, says, "that the youngest slaves bore the thirst better than the rest, and that, while the grown-up boys all died, the children reached Egypt in safety."

(o) The presumption of survivorship of mother or child, when both die during delivery, is more properly a medical than a legal question. See, on this subject, Beck's Med. Jurisp. chap. 10, p. 387, 7th edit.

NECROLOGY.

Lord Huntingfield.—We have to notice the demise of the above nobleman, who expired on Saturday last at Heveningham-hall, Suffolk. The deceased, Joshua Vanneck Baron Huntingfield, of Heveningham-hall, in the peerage of Ireland, and a baronet of England, was eldest son of Joshua, first Lord Huntingfield, by Maria, second daughter of Mr. Andrew Thomson. He was born on the 12th of August, 1778, so at his death was within two days of completing his 66th year. He was twice married, namely, first, 2nd April, 1810, to Frances Catherine, eldest daughter of Mr. Challoner Arcedeckne, who died in 1815; and, secondly, 6th January, 1817, Lucy Jane, third daughter of Sir Charles Blois, Bart. who survives his lordship. He leaves an only daughter by the first marriage, the Hon. Mrs. Rowley, wife of Captain Robert Charles Rowley, and an only son by his second lady, namely, the Hon. Charles Andrew Vanneck, now Lord Huntingfield, who was born the 12th of January, 1818, and married, on the 6th of July, 1839, Miss Louisa Arcedeckne, only daughter of Mr. Andrew Arcedeckne.

The Hon. G. H. Neville died at his seat, near Godston, on Monday, in his 84th year. He was only brother to the late and uncle to the present Earl of Arbergavenny, and married 11th May, 1787, Caroline, daughter of the late Hon. Richard Walpole, by whom he has left issue the Rev. Henry Walpole and Mr. Reginald N. Walpole.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTH.

Platt.—On the [illegible]th inst. the lady of Thomas Platt, esq. of Hampstead and of Lincoln's-inn, barrister-at-law, of a daughter.

MARRIAGES.

Cox, Edward William, esq. of the Middle Temple, barrister-at-law, to Rosalinda Alicia, only daughter of Mr Commissioner Fonblanque, on Thursday, 15th instant, at Christchurch, Marylebone.

Barclay Thomas Fraser, esq. of the Middle Temple and Woburn-place, Russell-square, to Lucy, daughter of William Bruce, esq. M.D. of Kensington, on the 8th inst. at St. Mary Abbott's, Kensington.

Evans, Charles, esq. youngest son of the late Thomas Evans, esq. of Hereford, and secretary to the Right Rev. the Lord Bishop of Worcester, to Henrietta, youngest daughter of William Corles, esq. of the College Precincts, Worcester, on the 8th inst. at St Michael's church Worcester.

James, Henry, esq. third son of John James, esq. Secondary of London, and of Worthing, to Charlotte Marriott, second daughter of the late Thomas F. Rance, esq. on the 10th inst. at Broadwater Church, Sussex.

Leach, Thomas, jun. esq. of the Middle Temple, barrister-at-law, eldest son of Thomas Leach, esq. of Russell-square, and nephew of the late Right Hon. Sir John Leach, Master of the Rolls, to Sarah, only surviving daughter of the late John Green, esq. of St. John's, Bedford, on the 15th inst.

May, Thomas Baker, esq. of the Inner Temple, barrister-at-law, to Nancy Eliza Ann, eldest daughter of the late John Banks, esq. of Halling, Kent, and granddaughter of the late Sir Edward Banks, on the 10th inst. at Sholden, Kent.

Potter, Richard, esq. of the Middle Temple, barrister-at-law, only son of the late Richard Potter, esq. of Manchester, to Lawrencina, only daughter of Laurence Heyworth, esq. of Yew Tree, near Liverpool, on the 13th inst. at West Derby Chapel.

Woollett, John, esq. of the Middle Temple, to Amelia Vaughan, the only daughter of James Jones, esq. of Park-street, on the 8th inst. at St. George's Church, Camberwell.

DEATHS.

Fletcher, Mary Munnings, the beloved wife of Rev. John Fletcher, M.A. of St. Mary's Hall, Oxford, Head Master of the King's College School, Nassau, and eldest daughter of the Hon. John Campbell Lees, Chief Justice of the Bahamas, at Nassau, New Providence, Bahamas, on the 13th ult. aged 22.

Duval, Lewis, esq. of Lincoln's-inn, at Bayswater-hill, on the 11th inst. aged 69.

Jones, Edward, esq. Clerk of the Peace for Carmarthenshire, at his residence, Vellindre, Carmarthenshire, on the 4th inst.

Linton, John, eldest son of Robert Westgarth, of Kirby Wiske, near Thirsk, and nephew of Mr. Shields, solicitor, Ripon, on the 21st ult. aged 23.

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

The market is heavy, money being rather more in request. In the morning the price for Money was 98¾, and for the Account 98⅞. Now, 98⅞ buyers is the general value. The other stocks are dull. The premium upon Exchequer Bills has declined to 73s.

There has been a good deal of business done in the Dutch Funds. The Two-and-a-Half per Cents. at one period were sold at a fall to 61¼, and the Five per Cents. are now only at 100⅞; Spanish Bonds have remained at 22¼, the Three per Cents. at 33¼; Portuguese Converted are at 43⅞; the Five per Cents. Mexican at 35⅜ ½; and Brazilian at 84¼ ½.

The Railway Shares continue rather dull. Birmingham are down to 123½ and 122½ premium, but this is ex dividend. Generally prices seem steady.

The Pinner Hill mansion and estate in Middlesex, belonging to the Honourable Lady Pell, and which was offered for sale by Messrs. Daniel Smith and Son, on the 29th of May last, and then withdrawn, has been recently sold to Mr. W. Tooke, of Russell-square and Bedford-row, for the sum of 12,000*l*. It was originally the property of Mr. Serjt. Sellon, and by him sold in 1818 to Mr. Serjt. Pell, afterwards Sir Albert Pell, a judge in the Court of Bankruptcy.

Railway Traffic.—The following are the receipts of railways for the past week—that is to say, up to the date to which the respective returns are made, together with the receipts for the same week of the previous year:—

	Last Week.			Corresponding Week, 1843.		
	£	s.	d.	£	s.	d.
Birm. and Gloucester, Aug. 2. .	3,234	11	2	2,132	5	5
Bristol and Gloucester, Aug. 3. .	1,002	1	2			
Eastern Counties, and Northern and Eastern, August 4. .	4,765	10	3	4,855	9	6
Edinburgh and Glasgow, Aug. 3	2,658	15	8	2,670	12	6
Great Western, August 4.	19,062	10	7	16,669	16	2
Grand Junction, August 3.	10,762	[illegible]	9	[illegible]	2	10
Glasg. Paisley, and Ayr, Aug. 3	1,627	17	1	[illegible]	4	0
Great North of England, Aug. 3	1,982	13	10	1,669	15	9
London and Birm. Aug. 3 . . .	22,067	16	5	20,193	8	10
London and Blackwall, Aug. 4 .	1,393	0	3	1,340	13	10
London and Brighton, Aug. 3 .	6,121	11	11	5,717	13	7
London and Croydon, Aug. 6 . .	548	12	10			
London and Greenwich, Aug. 4	803	13	7	886	12	5
London and South-West. Aug. 6	[illegible],289	9	6	8,124	17	6
Liverpool and Manchest. Aug. 2	5,834	14	10	5,086	19	3
Manchester, Leeds, and Hull Associated Comp Aug. 3 . .	7,787	13	[illegible]	6,372	14	1
Manchester and Birm. Aug. 3 .	3,448	17	3	3,036	8	6
Midland, Aug. 3.	11,932	16	7	9,626	16	9
Newcastle and Carlisle, Aug. 3	1,970	6	1			
Newcastle & Darlington, Aug. 3	393	5	8			
Paris and Rouen, Aug. 5	6,164	0	0	4,120	0	0
Paris and Orleans, Aug. 5	5,305	0	0	4,856	0	0
South-Eastern & Dover, Aug. 3	6,27[illegible]	4	5	4,001	15	6
Sheffield & Manchester, Aug. 3	[illegible]	17	3			
York & North Midland, with Leeds and Selby, [illegible] . .	[illegible],105	11	6	2,025	10	5

Public Sales.

By Messrs. HOGGART and NORTON, at the Mart.

A valuable freehold property, situate close to Manningtree, about nine miles from Colchester, in the county of Essex, comprising the town and port of Mistley, sold in [illegible] lots, as follows, viz.:—

A freehold estate, forming a portion of the Hanging Wood, situate close to the town of Mistley, on the Harwich road, containing 4a. 1r. 9p.—450*l.*

A ditto, adjoining, having a frontage to the River Stour of 318 feet, and containing 3a. 1r. 20p.—500*l.*

A ditto, adjoining, forming the Woodford Cliff, with part of the ship-yard and beach, with a frontage to the river of 150 feet, and containing 1a. 1r. 7p.—380*l.*

A ditto, adjoining, comprising part of the ship-yard and beach, having a frontage to the river of 148 feet, with the Woodford Cliff in the rear, and containing 3r. 31p.—340*l.*

A ditto, adjoining, consisting of a portion of the ship-building-yard, frontage to the river 130 feet, and containing 1r. 33p.; also a plot of building-ground in the rear, having a frontage to the Harwich road of 111 feet, and 51 feet in depth on the east side—310*l.*

A freehold estate, comprising part of the ship-building-yard, cliff, and beach, frontage to the river 130 feet; the whole containing 2r. 2p. including beach—310*l.*

A ditto, comprising the remainder of the ship-yard, cliff, and beach, frontage 130 feet, and containing 1r. 29p.—600*l.*

A freehold estate adjoining, consisting of a wharf to the river, of 112 feet frontage, with the cliff in the rear included, together with such buildings as are within the boundary of this lot—700*l.*

A wharf adjoining, frontage to the river 114 feet, extending in depth 36 feet to the intended new road, and a further depth in the rear—900*l.*

A ditto adjoining, frontage to the river 114 feet, depth 36 feet to the intended new road, and a further depth in the rear of 80 feet—1,460*l.*

A freehold property adjoining, comprising a detached warehouse and van-yard, spacious shop in three divisions, coal-house, and dwelling-house—650*l.*

A freehold wharf adjoining, frontage 100 feet to the river, average depth 36 feet—700*l.*

A freehold wharf adjoining, frontage 100 feet, depth 35 feet, together with a parcel of ground in the rear, upon which are erected several warehouses, granaries, and buildings—600*l.*

A freehold house adjoining—310*l.*

Two ditto adjoining—540*l.*

A ditto adjoining—290*l.*

A piece of freehold ground adjoining, now used as a coal-yard, together with a small allotment towards the street—130*l.*

A freehold property adjoining, comprising a stack of corn warehouses of four floors, the extensive dock, together with the wharf and arch—1,760*l.*

A freehold estate adjoining, comprising the spacious malting kilns, with an allotment on the north side, jetty and sluice; the whole containing 2r. 26p.—2,100*l.*

3r. 27p. of land adjoining, and in the rear of the church—410*l.*

3a. 10p. of land adjoining—390*l.*

A plot of freehold building ground, with buildings thereon, containing 1r. 13p.—340*l.*

A plot of freehold building ground, situate at the entrance to the town, near the church, having a frontage of 102 feet to the street, and a frontage of 7[illegible] feet abutting on the church—250*l.*

A ditto, adjoining—300*l.*

A freehold house, adjoining—120*l.*

A ditto—200*l.* A ditto, adjoining, 190*l.*

A ditto, adjoining—190*l.* A ditto, adjoining—200*l.*

A ditto—190*l.* Two ditto, adjoining—390*l.*

A ditto, adjoining—300*l.*

A freehold house, near the church, at the entrance to the town of Mistley, stabling, and a plot of ground—670*l.*

A freehold house, adjoining—340*l.*

A ditto—340*l.* A ditto—270*l.*

A freehold house and baker's shop—330*l.*

A freehold house and tailor's shop, adjoining—300*l.*

A freehold house, adjoining—430*l.*

A ditto, adjoining—550*l.*

A freehold estate, consisting of the Mistley Thorn Inn, occupying a very considerable site of ground in the centre of the town of Mistley—2,000*l.*

A freehold house upon the margin of Mistley Park, with gardens, stabling, &c.—710*l.*

A freehold property adjoining, comprising a blacksmith's shop, shoeing forge, and counting-house—170*l.*

By Mr. HENRY BROWNE.

A copyhold house, known as the Plough, at Northot, situate on the high road from Hanwell to Harrow—360*l.*

The business premises, situate No. 5, Holloway-terrace, on the high road to Highgate-archway, comprising a double dwelling-house, and two shops, stabling, coal sheds, cottage, &c. held for 12[illegible] years at 6*l.* per annum—45*l.*

By Messrs. FAREBROTHER, CLARK, and LYE, at Garraway's.

A freehold estate, situate in Clarence-place, facing to Windmill-hill, and in Windmill-street, Gravesend, Kent, and a piece of pasture land, in seven lots, as follows, viz.:—

The residence, No. 1, Clarence-place—600*l.*

A ditto, No. 2—550*l.* A ditto, No. 3—500*l.*

A ditto, No. 4—[illegible]*l.*

A piece of pasture land, occupying a frontage of 122 feet to Clarence-place, and abutting on Windmill-hill—260*l.*

A residence, No. 92, Windmill-street—380*l.*

A ditto, No. 93, Windmill-street—750*l.*

A freehold estate, land-tax redeemed, consisting of four residences in Bedford-place; also No. 16, Peel-place, Kensington, and a freehold ground-rent of 8*l.* 8s. per annum, issuing out of No. 21, Bedford-place, offered in six lots, as follows, viz.:—

The residence, No. 42—500*l.* A ditto, No. 43—445*l.*

A ditto, No. 44—445*l.* A ditto, No. 45—460*l.*

A freehold ground-rent of 8*l.* 8s. per annum, issuing out of No. 21, Bedford-place, let for 99 years from Lady-day, 1824—180*l.*

A freehold residence, No. 16, Peel-place—345*l.*

A freehold estate, comprising the whole of Camden-hill-terrace, Notting-hill, Kensington, comprising six residences and a plot of ground in Bedford-place, land-tax redeemed, in seven lots, as follows, viz.:—

The residence No. [illegible]—570*l.*

A ditto, No. 2—570*l.*

A ditto, No. 3—570*l.* A ditto, No. 4—500*l.*

The adjoining house, No. 5—[illegible]*l.*

A ditto, No. 6, 570*l.*

A plot of freehold building-ground on the south side of Bedford-place, frontage of 117 feet by a depth of 126 feet—110*l.*

A valuable leasehold property, comprising the manor of Ludgershall, in the county of Wilts, seven miles from Andover, extending over upwards of 1,100 acres, with all the rights, privileges, and emoluments attached thereto, together with nearly 600 acres of land, let at rents amounting to 404*l.* 5s. per annum—12,500*l.*

The advowson and next presentation (subject to the life of the incumbent, aged 48 years) to the rectory of Ludgershall; the tithes extend over nearly 1,500 acres, and have been commuted at 427*l.* per annum—2,485*l.*

A private residence, No. 29, on the west side of Hunter-street, Brunswick-square, let at a yearly rent of 65*l.*; held for 63 years, at a ground-rent of 22*l.* per annum—300*l.*

By Mr. GEORGE ROBINS, at the Mart.

A freehold villa residence, situate at and known as the Up Loders, near to Bridport and Beaminster, in a beautiful part of Dorset. The lawn and pleasure-grounds are beautifully disposed around the house; the domain extends to 4½ acres.—740 guineas.

By Messrs. DAVIS and VIGERS.

Two houses, Nos. 18 and 19, Cole-street, Southwark, let at 46*l.*; held for 61 years from June 1824, at 14*l.* 5s. per annum—275*l.*

Three houses and shops, Nos. 1, 2, and 3, Church-street, Clapham-road, and a cottage behind, let at 79*l.* 11s.; held for 96 years from March 1826, at a ground-rent of 14*l.* 3s. per annum—450*l.*

Three houses, Nos. 6, 7, and 8, Church-street, let at 78*l.* 12s.; held for 99 years from March 1820, at a ground-rent of 11*l.* 10s. per annum—450*l.*

A freehold house, No. 47, Beech-street, Barbican, also a piece of land behind, with workshops erected thereon—875*l.*

A ditto, No. 48—870*l.*

By Messrs. RUSHWORTH and JARVIS, at Garraway's.

The beautiful freehold manorial estate of Ravensthorpe, situate in the township of Bathby, in the parish of Feliskirk, in the north riding of Yorkshire: comprising Ravensthorpe manor house, a moderate-sized residence, built of stone, with superior stabling and out-offices; and a domain of upwards of 1,513 acres of arable, pasture, rich meadow, wood, and moor land, in a ring fence, abounding with every description of game, divided into compact farms, with suitable homesteads, a water corn-mill, and the inn, and several dwelling-houses and cottages in the village of Bathby—26,500*l.*

By Messrs. SHUTTLEWORTH and SONS, at the Mart.

The extensive freehold and household estates and ground-rents, situated at Islington, Clerkenwell, and Drury-lane, and a plot of building ground at Hornsey, sold in lots, as follows, viz.:—

A leasehold house, No 8, King's-terrace, Bagnigge-wells, with garden behind, let at 33*l.* per annum; held for 76 years, at a ground-rent of 4*l.* 4s. per annum—315*l.*

A ditto, No. 10—315*l.* A ditto, No. 11—305*l.*

A ditto, No. 13—300*l.* A ditto, No. 14—300*l.*

A ditto, No. 15—305*l.* A ditto, No. 16—305*l.*

A ditto, No. 17, let at 40*l.*—390*l.*

A house, No. 5, King's-terrace North, let at 30*l.*; held for 76 years, at 5*l.* per annum—285*l.*

A ditto, No. 6—315*l.* A ditto, No. 7—335*l.*

A house, No. 2, Wharton-street, Bagnigge-wells, let at 39*l.*; held for 77 years, at 3*l.* 6s. 8d. per annum—355*l.*

A ditto, No. 3—325*l.*

A ditto, No. 4, let at 40*l.*—355*l.*

A ditto, No. 5, let at 35*l.*; held for 77 years, at a ground-rent of 2*l.* per annum—385*l.*

A house, No. 6, Wharton-street, let at 36*l.*; held for 77 years, at a ground-rent of 8*l.* per annum—350*l.*

A ditto, No. 11½, let at 38*l.* per annum; ditto—300*l.*

A ditto, No. 13 ditto, let at 31*l.* 10s.—235*l.*

A house, No. 68, Myddleton-square, Clerkenwell, let at 58*l.*; held for 67¾ years, at 10*l.* per annum—575*l.*

A ditto, No. 71, let at 60*l.*; held for 67¾ years, free of rent—770*l.*

A ditto, No. 72, let at 57*l.*; ditto—680*l.*

An improved ground-rent of 6*l.* per annum, for 67¾ years, secured upon No. 14, River-street, Islington—120*l.*

A ditto of 8*l.* 10s. upon No. 15—175*l.*

A ditto upon No. 16—170*l.*

A ditto arising from No. 19—170*l.*

A ditto of 8*l.* per annum arising from No. 20—160*l.*

A ditto from No. 21—165*l.*

A ditto of 6*l.* from No. 22—125*l.*

A ditto from No. 23—120*l.*

A piece of garden ground behind the above, held for 67¾ years—65*l.*

An improved ground-rent of 8*l.* per annum, arising from No. 17, River-street, for 67¾ years—175*l.*

A house, No 18, River-street, let at 36*l.*; held for 67¾ years, free of rent—475*l.*

An improved ground rent of 3*l.* 10s. per annum for 50¼ years, arising from No. [illegible], Copenhagen-street, Islington—70*l.*

A house, No. 2, Copenhagen-street, let at 36*l.*; held for 50¼ years, at 3*l.* 10s. per annum—345*l.*

An improved ground-rent of 5*l.* 10s. per annum, secured upon No. 6, for 50¼ years—100*l.*

A ditto of 4*l.* upon No. 8—70*l.* A ditto upon No. 9—70*l.*

A ditto of 3*l.* 10s. upon No. 10—120*l.*

A house, No. 3, Copenhagen-street, let at 36*l.*; held for 50¼ years, at 3*l.* 10s. per annum—330*l.*

A ditto, No. 4, 330*l.*

An improved ground-rent of 4*l.* 18s. arising from No. 13; held for 50¼ years—180*l.*

A ditto of 5*l.* 16s. upon No. 15—120*l.*

A ditto of 5*l.* 15s. upon No. 5, Islington-place, for 50¼ years—310*l.*

A house, No. 1, Islington-place, let at 29*l.*; held for 50¼ years, at 5*l.* 5s. per annum—210*l.*

A ditto, No. 2—280*l.* A ditto, No. 3—250*l.*

Brunswick Lodge, No. 13, Upper Brunswick-terrace, Islington, let at 48*l.*; held for 59 years, at 5*l.* per annum.

A house, No. 4, Arundel-terrace, let at 40*l.*; held for 37¾ years, free of rent—365*l.*

A house, No. 3, Providence-row, Islington, let at 26*l.*; held for [illegible] years, at 4*l.* per annum—240*l.*

A freehold house, No. [illegible] Upper Brunswick-terrace, Islington, let at 45*l.*—670*l.*

A plot of freehold building ground, situate near the entrance to Tollington-park—180*l.*

A ditto—120*l.* A ditto—195*l.*

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Gazette, Aug. 9.

Appleton, R. W. merchant, 3s. 6d. to new proofs. Bird, Liverpool.—*Beard*, N. leather seller, first, 1s. Follett, London.—*Barnes*, G. innkeeper, first, 5s. Groom, London.—*Bell*, T. grocer, first, second, third, and final, 18s. on new proofs Baker, Newcastle.—*Bird*, J. druggist and grocer, second and final, 1d. 23-40ths. Baker, Newcastle.—*Butcher*, G. china dealer, first, 4d. Green, London.—*Butterworth*, J. leather factor, 7½d. Alsager, London.—*Butterworth*, W. corn merchant, second, 7½d. Whitmore, London.—*Broadhead*, J. woollen cloth manufacturer, first and final, 2s. 5d. Young, Leeds.—*Chambers*, C. liquor merchant, first, 1s. 9½d. Follett, London.—*Cockerill*, W. B. butcher, first, 9d. Green, London.—*Colman*, H. draper, final 6d. Green, London.—*Ewart*, G. auctioneer, first and final, 3s. 3½d. Baker, Newcastle.—*Ewart*, J. auctioneer, first and final 4s. 2½d. Baker, Newcastle.—*Freeman*, J. draper, final, 2s. 11d. Follett, London.—*Graves*, G. innkeeper, first and final, 6s. to new proofs. Baker, Newcastle.—*Griffiths*, H. innkeeper, first, 8s. 6d. Hobson, Manchester.—*Hewitt*, H. S. victualler, first, 4s. 10½d. Hobson, Manchester.—*Heywood* and *Co.* warehousemen, final, 1½d. Pott, Manchester.—*Hembrough*, P. T. B. worsted manufacturer, final, 4s. 6d. to new proofs. Young, Leeds.—*Johnson*, J. miller, first, 1s. Young, Leeds.—*Killick* and *Co.* paper stainers, first, 2s. 6d. Green, London.—*Labatt*, E. H. merchant, final, 0¾d. Green, London, *Lonsdale*, H. grocer, final, 1s. 8d. to new proofs. Young, Leeds.—*Miers*, W. oil merchant, first, 1s. 6d. Hope, Leeds. *Milner*, J. engine manufacturer, first, 4s. Follett, London.—*Papillon*, P. J. wine merchant, second and final, 5d. Hope, Leeds.—*Parker*, D. hop merchant, first and final, 6d. Hobson, Manchester.—*Philloft*, R. scrivener, first and final, 3s. 1d. Acra, Bristol.—*Rostron* and *Co.* manufacturers, third, 1½d. Pott, Manchester.—*Savill*, C. grocer, 1s. 7d. Follett, London.—*Sharrocks* and *Co.* machine makers, final, 1d. Fraser, Manchester.—*Shaw*, T. J. mercer and draper, first, 4s. on old proofs. Baker, Newcastle.—*Street*, W. grocer and draper, second, 1s. 7d. Follett, London.—*Tubb*, J. draper, first, 2s. 9d. Green, London.—*White*, T. merchant, fifth, 3d. Bird, Liverpool.—*Walford*, W. drysalter, first, 1s. 9d. Green, London.—*Warren*, W. blacksmith, first and final, 10s. 4d. Pott, Manchester.—*West*, J. grocer, 6d. Follett, London.—*Whitelaw* and *Co.* carpenters, first, 1s. 1½d. Green, London.—*Wood*, G. banker, first and final, 1s. 7d. Wakefield, Newcastle.

Insolvents' Estates.

Gwillin, W., M.D., Newport, 8½d.—*Newcombe*, J. jun. master mariner, Collett-place, Commercial-road East, 17s. 1d.—*Stoner*, T. corn miller, Barwick, in Elmet, 1s. 1½d.—*Swan*, G. surgeon, Monkwearmouth Shore, 20s.—*Wright*, D. surgeon in the navy, Greenwich, 4s. (making [illegible]s.)

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, Aug. 9.

Small, W. linen draper, Shiffnal, June 27. Trust. R. Bagally, warehousemen. Sols. Sole, Aldermanbury.

Gazette, Aug. 13.

Baker, W. H. grocer, Sandwich, Kent, Aug. 7. Trusts. J. Pilcher, wheelwright, Canterbury, and R. C. Cullen, the younger, [illegible]nt. Canterbury. Sol. Chipperfield, Canterbury.—*Stephenson*, J. farmer, Kirton, in the parts of Holland, Lincolnshire, Aug. 6. Trust. John Goodman, farmer, Spalding. Sols. Millington and Kendrick, Boston.—*Tomlinson*, H. brazier and ironmonger, Stafford, June 14. Trust. T. Mellar, Nantwich. Sol. Hall, Stafford.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, Aug. 9.

Dixon, Henry Jecks, and John, carpet manufacturers, Kidderminster, and Aldermanbury, Aug. 22 and Oct. 1, at one, Birmingham, Valpy, off. ass.; Brinton, Kidderminster, sol. Date of fiat, July 30. [illegible]. Brinton, carpet manufacturer, Kidderminster, pet. cr.

Else, Joseph, and Dixon, William, millers and bakers, Kingston-upon-Hull, Aug. 23 and Oct. 4, at eleven, Leeds, Com. West; Hope, off. ass.; Tilson and Co. Coleman-st. Wells, Hull, and Horsfal and Harrison, Leeds, sols. Date of fiat, Aug. 3. W. Hodgson, grocer, Kingston-upon-Hull, pet. cr.

Innes, James, ironmonger, Cheltenham, Aug. 27, at twelve, Oct. 8 at eleven, Bristol, Com. Stevenson; Miller, off. ass.; Styles, Cheltenham, sol. Date of fiat, Aug. 6. W. Udal, factor, Birmingham, pet. cr.

Yeardley, John, William, and Elizabeth, flax spinners, Ecclesfield-mill, Ecclesfield, Yorkshire, Aug. 22 and Oct. 2, at eleven, Leeds, Com. West; Fearne, off. ass.; Williamson and Co. Gray's-inn, Leeman and Clark, York, and Bond, Leeds, sols. Date of fiat, July 27. H. Dresser, esq. Leeds, on behalf of the Yorkshire District Bank, pet. cr.

Gazette, Aug 13.

Banister, Charles James, linen and woollen draper, Rotton-row, Derby, Aug. 20 and Sept. 28, at eleven, Birmingham, Com. Daniell; Bittleston, off. ass.; Bott, Birmingham, sol. Date of fiat, Aug. 3. J. G. Cotterell, engraver, 32, Cannon-st. Birmingham, and G. Beley, merchant, Bootle-cum-Linaire, Walton, Lancashire, pet. crs.

Michael, Jacob, general dealer and outfitter, North Shields, Aug. 28, at half-past twelve, Oct. 2, at two, Newcastle, Com. Ellison; Wakley, off. ass.; Spyer, Broad-st.-buildings, Cooper, Somerton, and Messrs. Tinley, North Shields, sols. Date of fiat, Aug. 2. J. N. Hart, watch manufacturer, King-st. Finsbury-sq. pet. cr.

O'Byrne, Bernard, wine merchant, Bath, Aug. 23, at twelve, Sept. 27, at eleven, Bristol, Com. Stephen; Hutton, off. ass.; Short, Bristol, and Harrison, Walbrook, sols. Date of fiat, Aug. 8. G. J. and J. P. Bradley, wine merchants, Great St. Helen's, pet. crs.

Rodgers, Henry Abdial, newsman and newspaper agent, Sheffield, Yorkshire, Aug. 23 and Oct. 4, at eleven, Leeds, Com. West; Young, off. ass.; Reece, Furnival's Inn, and Scholefield, Leeds, sols. Date of fiat, Aug. 2. W. H. Smith, stationer, 192, Strand, pet. cr.

ROTHERY, JOSEPH, clothier, Golcar, Huddersfield, Aug. 23 and Sept. 27, at eleven, Leeds, Com. West; Fearne, off. ass.; Cumming, King-st. Cheapside, Brook and Freeman, Huddersfield, and Sykes, Leeds, sols. Date of fiat, Aug. 1. J. Bower, wool stapler, Huddersfield, pet. cr.

SLATER, THOMAS, pawnbroker and salesman, Burnley, Lancashire, Aug. 23 and Sept. 13, at twelve, Manchester; Stanway, off. ass.; Cragg and Jeyes, Harpur-st. Red Lion-sq. and Alcock and Dixon, Burnley, sols. Date of fiat, July 25. J. Massey, gent. Habergham Eaves, near Burnley, pet. cr.

PARTNERSHIPS DISSOLVED.

Gazette, Aug. 6.

Albino, C. *Mazzuki*, A, and *Mantora*, J. picture frame makers, Union-court, Holborn, so far as regards John Mantoni, June 7.—*Baucutt*, T. A., and *Sanders*, H. W. chemists and druggists, Stourport and Gloucester, Feb. 1.—*Berry*, B. and *Berry*, J. cotton dyers, Apsley and Huddersfield, Aug. 3. Debts paid by Benjamin Berry.—*Burrows*, J. and *Blackey*, J. pawnbrokers, Leeds, July 30.—*Edmonds*, R. and *Fawcett*, T. T. merchants and silk manufacturers, Tromp-street, Aug. 5.—*Field*, B. sen. and jun. and *Field*, W. wine merchants, Saint Mary Axe, Aug. 5.—*Humble*, M. and *Milcrest*, T. ship builders, Liverpool, Aug. 2. Debts paid by Humble.—*Millar*, W. and *M'Kinley*, W. engravers to calico printers, Manchester, Aug. 5. Debts paid by Millar.—*Puplett* H. and *Jackson*, W. woollen drapers, Stockport, Aug. 3. Debts paid by Puplett.—*Shuttleworth*, J. and *Shuttleworth*, W. S. tea and spice dealers, Nottingham, Aug. 1. Debts paid by Joseph Shuttleworth.—*Simpson*, J. and *Simpson*, R. tobacco manufacturers, Leeds, Aug. 2. Debts paid by Simpson.—*Ward*, C. and *Fearnley*, R. copper smiths, Houndsditch, Dec. 31.—*Waters*, A. and *Kane*, W. surgeons, Exmouth, Aug. 1.—*White*, F R. *Edkins*, S. and *Edkins*, J. C. tea dealers, Coventry-st. so far as regards White, Aug. 3.—*Wilkin*, A and *Preston*, E ship brokers, Liverpool, July 31.—*Williams*, W. and J wine merchant, Alcester, Warwickshire, June 24. Debts paid by John Williams.—*Winder*, J. and *Winder*, L. plumbers, Manchester, June 29. Debts paid by John Winder

Gazette, Aug 9.

Ashworth, J. and *Chadwick*, J. commission agents Manchester, March 25.—*Bawtree*, G and C S rectifying distillers, Colchester, Aug. 5.—*Billings*, T. and W F attorneys, Cheltenham, Aug. 1.—*Crisp*, T. and *Smith*, G J. clothiers, Ipswich, Aug. 3.—*Foord*, T and *Hemmingway*, E. linen drapers, Halifax, Aug. 5. debts paid by Foord.—*Gasaith*, M. S. and *Johnson*, E. milliners, Edgeware-road, Aug. 7.—*Fury*, A M. and *Irving* J G. schoolmistresses, Dranllyn, near Newport, June 29.—*Gill*, A and L. corn dealers, Warrington, Aug. 6, debts paid by A. Gill.—*Griffin*, T. and *Hillhouse*, J. W. wharfingers, Beal's-wharf, Southwark, Aug. 7.—*Lancaster*, J and *Mortimer*, S machine makers, Bradford and Tong, July 31.—*Mellor*, J. and *Berey*, S. commission merchants, Pernambuco and Bahia, Aug. 7.—*Nussey*, J. and *Sykes*, R. scribbling millers, Mirfield, Aug. 5, debts paid by Nussey.—*Patterson*, J and *Anderson*, T. bleachers, Salford, Aug. 5, debts paid by Anderson.—*Pinder*, R. R. and *Lambe*, B. H. slopsellers, Exeter, Aug. 5, debts paid by Pinder.—*Rawlins*, S. sen and jun hide merchants, Birmingham, June 24.—*Rushton*, W. H. and *Haworth*, T. cotton spinners, Blackburn, Aug. 5.—*Tattersall*, R. and *Dickson*, T. architects, Manchester, July 17, debts paid by Dickson.—*Temple*, H. and G. drapers, Uxbridge, Aug. 8.—*Wharam*, J. and *Fletcher*, J. tobacco manufacturers, Liverpool, Aug. 5.—*Worm*, J and *Terry*, W veterinary surgeons, Watton, Aug. 5, debts paid by Worm.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, Aug. 6

Akeroyd, L. coal leader, Birstal.—*Ashby*, F. miller, Knockholt.—*Atkinson*, E. jun. out of business, Salford.—*Barker*, J. sicklesmith, Dronfield, Derbyshire.—*Basford*, W. engineer, Ratcliffe-highway.—*Bramley*, M. cotton spinner and farmer, Skipton.—*Bray*, A. agent, Frederick-row, Goswell-st.-road.—*Bloor*, J. silk manufacturer, Macclesfield.—*Bowler* J. whip maker, Liverpool.—*Bull*, H. beer retailer, Goldsmith's-row, Hackney-road.—*Byass*, R. surgeon, Arundel.—*Chatwyn*, J. cabinet-maker, New Weston-st. Bermondsey.—*Cree*, H. coal-higler, Old Radford.—*Deadman*, J. horse dealer, Deptford.—*Fox*, G. engineer, Sheffield.—*Gibbs*, J. collar maker, Lower Whitecross-st.—*Harpham*, W H. farmer, Sibsey, Lincolnshire.—*Hartridge*, R. high constable, Brenchley.—*Heap*, H. grocer and provision dealer, Manchester.—*Hurst*, R. S. clerk, Pomeroy-st. Old Kent-road.—*Laister*, J. butcher, Sheffield.—*Lewin*, R. bricklayer, Chatley, Essex.—*Kennedy*, D. general salesman, Havering-st. Commercial-road East.—*Keymer*, M. warehouseman, Manchester.—*Marcroft*, J. innkeeper Rawmarsh.—*Milliken*, J tailor, Keen's-row, Walworth.—*Mitchell*, T blacksmith, Leeds.—*Outram*, F. butcher, Dronfield.—*Pontey*, J. nurseryman, Huddersfield.—*Posford*, J. commission agent, Euston-mews, Milton-st. Euston-square.—*Ramsay*, A. B. S. broker, Percy-st. Bedford-square.—*Rowland*, J. keeper of a tap, Liverpool.—*Scaling*, R. pork butcher, Liverpool.—*Steelman*, W. jun. victualler, Liverpool.—*Thistlethwaite*, W. salesman, Liverpool.—*Vickers*, C. baker and flour dealer, Manchester.—*Wood*, J. cart owner, Liverpool.

Gazette, Aug. 9.

Barber, S. carpenter, Cambridge.—*Boorman*, G. baker, Canterbury.—*Chancellor*, H. tailor and tea dealer, Wrentham, Suffolk.—*Dean*, J. hair-dresser, Halifax.—*Durham*, W. tin plate worker and brazier, Blackburn, Lancashire.—*Field*, J. publican, Braithwell.—*Fry*, J. cheesemonger, South-st. Chelsea.—*Green*, H. omnibus driver and lately beer-shop keeper, Park-street, Camden-town.—*Hayes*, J. book binder and lodging-house keeper, Great Chesterfield-st. St Marylebone.—*Halliwell*, W. boot and shoe maker, Northowram, Yorkshire.—*Henderson*, J. major in the army, on half-pay, unattached, Neston, Cheshire.—*Hopwood*, W. hatter, Broadwall-gardens, Lambeth.—*Lancashire*, J. joiner, Blackley, Manchester.—*Lawson*, R. brewer and beer retailer, Doncaster, Yorkshire.—*Macklin*, E. W. linen draper's assistant, 150, Tottenham-ct.-rd.—*Muy*, T. out of business, Speldhurst.—*Nunn*, J. out of business, Cambridge.—*Pease*, E. clerk to a mahogany merchant, 14, Margaret-st. Stepney.—*Sharples*, W. labourer, Clayton-le-Dale, Blackburn, Lancashire.—*Smith*, G. agent for the sale of timber, Newent, Gloucestershire.—*Sykes*, C. surgeon, Halifax.—*Vernon*, G. joiner, Hulme.—*Warner*, T. grocer's assistant, out of business, Carlton-pl. Stoke Newington.—*Wells*, P. R. coal meter, Worcester-st. Old Gravel-lane, Wapping.—*Yarworth*, G. farmer, Newland.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Bankrupt and Insolvent Courts.

COURT OF REVIEW.

Thursday, Aug. 8.

Ex parte LLEWELLYN, *re* WRIGHT, BURGESS, and TAYLOR.

Jurisdiction of commissioner—Solicitor's lien—Charges for advising.

Where the claim of a solicitor to a lien on a deed is disputed, a commissioner in bankruptcy has no power to decide the question and to direct the deed to be taken from him.

Charges for advice given relating to legal matters may be made by any person, whether a solicitor or not.

This was a petition presented by Mr. Thomas Llewellyn, a solicitor, residing at Tunstall, under the following circumstances. In the year 1842, the petitioner, who was then the managing and articled clerk of a Mr. Baker, of Tunstall, since deceased, was consulted by Burgess and Taylor, two of the bankrupts, relative to their general partnership transactions, and amongst other things prepared a certain deed of covenant, which remained in Mr. Baker's hands up to the month of January, 1843, when the petitioner was duly admitted an attorney and solicitor, and succeeded to Mr. Baker's practice at Tunstall, whereupon the deed in question was, amongst other papers, delivered over to the petitioner by Mr. Baker. The petitioner was consulted by Burgess and Taylor on several occasions subsequent to his admission and up to the time of the bankruptcy, which took place on the 27th of February, 1843. The petitioner, on being applied to by Mr. John Ward, of Burslem, the solicitor to the bankruptcy, to deliver up the deed in question, informed him that he claimed a lien thereon to the extent of 4*l.* 9*s.* for professional business done for the bankrupts, a bill for which had been delivered to them, and admitted to be correct and reasonable, but which, however, Mr. Ward refused to allow, on the ground that as the bill was made out in Mr. Baker's name, the petitioner had no lien on the deed. On the 20th of June last Mr. Ward caused the petitioner to be summoned to the Birmingham District Court of Bankruptcy, to be examined touching the estate of the bankrupts and to produce the deed, and paid him with such summons travelling expenses, at the rate of 10d. per mile. The petitioner obeyed the summons, and produced the deed; whereupon Mr Commissioner Daniell, after the examination of the petitioner by Mr. Ward, ordered the petitioner to deliver up the deed which he refused to do unless his lien was discharged, and explained to the commissioner, that although the bill was made out in Mr. Baker's name, in point of fact items to the amount of 2*l.* 15*s.* 4d. were for business done by the petitioner alone, after Mr. Baker had resigned his practice at Tunstall to the petitioner, and expressed his willingness to deliver up the deeds on payment of that amount only. Mr. Commissioner Daniell, however, decreed that the petitioner was concluded by the bill he had delivered in Mr. Baker's name from setting up his claim individually to any portion of it, and ordered the deed to be delivered up, and upon the petitioner still refusing to obey such order, the commissioner ordered the assistant messenger of the court to seize the deed, which was forthwith done, although the petitioner protested against his so doing. The petitioner then applied for an additional allowance for his loss of time, &c. in obeying the summons, which Mr Ward refused to pay.

The petitioner then presented this petition to the Court of Review, praying that the order of the commissioner might be rescinded, and the deed in question be delivered back to the petitioner, and that he, the petitioner, might be paid and allowed the further sum for his loss of time, &c. in attending at Birmingham in obedience to the summons, together with the costs of the petition.

Russell and *Bacon*, for the petitioner.

Swanston, for the assignees.

The CHIEF JUDGE said, that with respect to the deed, the commissioner had not power to take it from the petitioner, observing that the suit of clothes in which the petitioner went to the court might as well have been taken from him, for, certainly, the commissioner had as much right to the one as the other. An action of trover had, as it were, been commenced, tried, a verdict given, and execution issued, without the intervention of jury or counsel, by a commissioner in bankruptcy. Such a course of administering justice was new to him. With respect to the further allowance for the petitioner's attendance at Birmingham, the Chief Judge considered the petitioner fairly entitled to the amount asked for, and said that it was unreasonable a solicitor should be taken upwards of fifty miles from his home, lose his time, neglect his practice, besides incurring personal inconvenience, and all for the small sum paid the petitioner by the solicitor to the assignees. With respect to the lien, the Chief Judge said that he had no power to decide that question, and the remedy of the assignees for recovering the deed should have been by action of trover, but the charges of the petitioner were fair and moderate, and as to that portion of them alleged to have been made before the petitioner was admitted a solicitor, they were merely for advising, and were such as any person, whether solicitor or not, might legally claim.

Ordered as prayed.

COMMISSIONERS' COURTS.

Saturday, Aug. 17.

(Before Mr. Commissioner FONBLANQUE.)

Re D. ROSS.

Fraud—Commission agents—Circumstances under which the Court will withhold certificate.

The bankrupt in this case had carried on the business of a commission agent in Love-lane, City, and this day he made application for his certificate.

The application was opposed on the grounds that the bankrupt had gone into speculations at a time when he was insolvent; and that while his gross profits in business were only 322*l.* (in a year and a half), his expenditure was 603*l.* for trade, and upwards of 300*l.* for personal expenses. The bankrupt had also liabilities to the amount of 11,000*l.* hanging over his head, in consequence of a Scotch sequestration which was issued against him in 1842, and he had not obtained his certificate under that sequestration.

It was contended on the part of the bankrupt, that had the parties now opposing carried out their agreement, he would not only have been solvent, but would have had a surplus.

The bankrupt and one of the opposing creditors were examined at considerable length, when

Mr. Commissioner FONBLANQUE said that this was a case of a party who had liabilities in Scotland to the extent of 11,000*l.* unsatisfied, and who again starts into business and makes a gross profit of 322*l.* in the course of a trading extending over a period of 18 months, while his trade expenses amount to near double his property—namely, 603*l.* and his personal expenses nearly as much as the whole of his profits. Under these circumstances he enters into a large speculation, and in part of these speculations he receives bills to the amount of 11,000*l.*; and I may here say, that a man who enters into such expensive speculations ought not only to be in possession of capital, but ought also to have a much higher credit than a man who had 11,000*l.* of liabilities hanging over him could be supposed to have had. Instead of handing over the money, in pursuance of his agreement, he pays his previously contracted debts, and besides this he had given acceptances for 1,800*l.* payable at 10 and 20 days' date, at a time when it was perfectly impossible to have met them. It is no excuse for him to say that it was in consequence of the other parties not acting up to their agreement. The bankrupt appears to have no regret for having entered into these speculations, and that without the slightest means of payment. There is also against him his vexatious defence of actions; and it is no excuse for him to say that he did so in order to gain time for effecting a composition; for he had no right to throw the burthen upon his creditors, nor to put them to costs. I am, therefore, of opinion that there has been misconduct upon his part, in entering into the speculations to which I have referred, and also his vexatious defence of actions which were brought against him. These circumstances induce me to withhold his certificate for a year and a half from the date of his passing his last examination.

THE LEGISLATOR.

Summary.

THE legislative doings of the past session must continue for a long time to absorb the attention of the Profession. To find a place for such of them as are of the most urgent interest, we are compelled to exclude much other material, and consequently to give to the LAW TIMES an unusual monotony. In addition to the measures already announced for the next session the Government organ positively affirms that an extensive change in the Game Laws is contemplated.

Bills in Progress.

CLERKS OF PETTY SESSIONS, &c.

"A Bill to regulate the Appointment and Payment of Clerks and other Officers of the Courts of Petty and Quarter Sessions of the Peace, Oyer and Terminer, and Gaol Delivery."

[*Note.*—The Words printed in *Italics* are proposed to be inserted in the Committee.]

Preamble. Appointment of Clerk of Petty Sessions.—Whereas it is expedient to make provision for the appointment and payment by salary of clerks and criers to Courts of Petty Sessions of the Peace; Be it enacted, by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that the justices of the peace for each county in England who shall be resident within, or who shall have elected to act more especially for any division or district in each county, and who shall have agreed, on the respective times and places at which they will thereafter severally hold the respective courts of petty sessions, to be thereafter holden within such division or district, and who shall have given notice thereof, under their hands, to the clerk of the peace for the county or division of a county or district in which the same shall be selected, or the major part of them who shall be present at the first general session of the peace which shall be holden next after the expiration of *one calendar month* after the day of passing this Act, or which shall be holden not earlier than *one calendar month* next after the day on which such notification as aforesaid shall have been given, shall proceed to fix a time and place for the election of a clerk of petty sessions, for the particular division or district for which they shall have elected to act as aforesaid, of which an entry shall be made by the clerk of the peace, in a book to be kept for the purposes required by this Act, and be signed by the said justices then present, or the major part of them.

2. *Salary of clerk of petty sessions to be then fixed.*—And be it enacted, That after such time and place shall be appointed as last aforesaid, the said justices, or the major part of them then present, shall proceed to fix the salary to be thereafter paid to the clerk of petty sessions, to be thereafter appointed as aforesaid, of which an entry shall be made by the clerk of the peace in the said book, and be signed by the said justices, or the major part of them, subject to confirmation at the next general session of the peace to be holden for the county.

3. *Resolution to be confirmed at the next general sessions.*—And be it enacted, That such resolution shall be submitted to a meeting of the justices of the county, at the next general session of the peace to be holden after such resolution as aforesaid; and it shall be competent for the justices then present, or the major part of them, to confirm such last-mentioned resolution, or to reduce the salary to be named as aforesaid, of which resolution a minute shall be made by the clerk of the peace, and be signed by the chairman at such session.

4. *Salary to be paid out of county rate.*—And be it enacted, That the salary to be so resolved to be paid as last aforesaid, shall be paid out of the county rate, and a copy of the resolution at each of the said last-mentioned meetings shall be sent by the clerk of the peace, certified by writing under his hand, to the treasurer of the county, which shall be his authority for paying and allowing such salary in manner hereinafter mentioned.

5. *Election and qualification of clerk.*—And be it enacted, That at the time and place fixed for the election, the justices of the peace then present shall elect a clerk of petty sessions, and no person shall be eligible for the office of clerk of petty sessions who shall not have been admitted an attorney of one or more of the superior Courts of Common Law for *five* years at the least before the date of such election, unless in the case of any person who shall have acted as clerk to the justices of any division before the *passing of this Act*, whom the justices present at the election, or the greater number of them, shall certify under their hands to be sufficiently qualified by experience and knowledge of the law to perform the duties of clerk of petty sessions.

6. *In case of vacancy another election to be made.*—And be it enacted, That whenever any vacancy shall arise in the office of the clerk of petty sessions, the same course shall be pursued for the election of a successor to the office, save that the salary may be altered by the justices present, or the major part of them, at any general or quarter session of the peace which shall next follow the occasion of a vacancy in any such office.

7. *Clerk of petty sessions to hold office during pleasure of magistrates.* And be it enacted, That such person so elected clerk of any petty sessions shall hold his office during the pleasure of the justices of the peace, who shall from time to time act for the division or district for which such appointment shall be made, or the major part of them, and be subject to dismissal by the justices acting for the district or districts for which he shall be so appointed, at a meeting to be called on the written request of any *five* or more of such justices to the clerk of the peace for the county.

8. *Security for discharge of duties may be required.*—And be it enacted, that it shall be lawful for the justices of the peace on their election of any clerk of petty sessions as aforesaid, to require security to be given by their clerk for the due discharge of his office, and payment of all monies received, or which ought to be received by him, in such sum or sums, and with such number of persons as they may deem fitting to declare in writing at the time of such election.

9. *Duties of clerk of petty sessions.* And be it enacted, that the clerk of petty sessions shall be required to do all the business now done by the clerks of justices of the peace as such, and to advise the justices of the peace for the county in which he shall be appointed, or any of them, in all matters relating to his or their office, on being required so to do, and also to transact all necessary business and duty in relation to directions for the search for, apprehension, detention, committal and prosecution of any offenders, for offences committed within the district for which he shall be appointed, or in any other parts of the county if he shall be so directed by the justices or any two or more of them of his division, at any general or special session of the peace, or any adjournment thereof, or the assizes on all occasions on which such prosecutions shall be conducted at the expense of the county in which he shall be appointed, and prepare, engross, and present the indictments on those occasions, also to assist the justices of the peace, and particularly the justices acting for the division or district for which he shall be appointed, on all occasions when his assistance shall be necessary, whether in or out of court, to attend all courts of petty sessions within the district or division for which he shall be so appointed, the courts of general or quarter sessions of the peace, or all special sessions of the peace, or any adjournment thereof, and the general sessions of oyer and terminer and general gaol delivery, whenever it shall be necessary for him so to do, and to assist the clerk of the peace in the duties of his office, and in the taxing and ascertaining the amount of costs, expenses, or charges to be paid out of the county rate, in or about the searching for, apprehension, committal, or prosecution of any offender, or the attendance of any witness or witnesses, or any other expense to which the county rate may be liable, to attend to the recovery and collection of fees, or moneys instead of fees, and of all penalties or sums of money for the use of the county rate, and to keep true and correct accounts of all moneys received or paid by him in the discharge of his duties, which shall be open at all times to any justice of the peace, treasurer of the county, or clerk of the peace of the county; that he shall cause an entry or minute to be from time to time made of the proceedings to be taken by the justices of the peace in any session or sitting, or on any special occasion, which shall remain in the custody of the clerk of petty sessions for the time being, and be a record of the proceedings of such court, and be open to the inspection of any justice of the peace, who shall be at liberty to make or cause a copy to be made of any entry to be kept by such clerk of petty sessions.

10. *Notice of irregular attendance to be given to the quarter sessions.*—And be it enacted, that if *one hour* shall elapse from the time appointed for holding any petty session of the peace without the attendance of the clerk or his deputy, the session shall be thereby adjourned until the next day appointed for holding the sessions; and at the next petty session of the peace which shall be holden, an entry of all such adjournments for want of attendance of the clerk shall be made in the minutes of the proceedings, and in case *one hour* from the time so appointed shall elapse without the attendance of at least one justice, the session shall be thereby adjourned to the next day appointed for holding the petty sessions, and in every such case and also in case *one hour* shall elapse without the attendance of at least two of the justices, the clerk shall make an entry of the fact in the minutes of the proceedings, and a report of every such failure or irregularity of attendance shall be made by the clerk of petty sessions to the clerk of the peace for the county, who shall lay an abstract of all such reports before the justices assembled in quarter session, and the justices shall cause the clerk of the peace to send a copy of such abstract, with any remarks which they may be desirous of sending therewith, to the Secretary of State: provided always, that any one justice who may be in attendance at the time and place appointed may proceed to act in all matters cognizable at such session for which the presence of two justices is not requisite, and shall then adjourn the session; and any justices who may be in attendance before such adjournment of the session may proceed to act as if they had been in attendance at the time appointed, and nothing herein contained shall authorize the departure of any person summoned to attend such petty session until the matter upon which he was summoned shall have been heard, or until the session shall be adjourned or concluded.

11. *Clerk of petty sessions to render an account.*—And be it enacted, That each clerk of the petty sessions, to be appointed as aforesaid, shall, at every quarter session of the peace, which shall be held next after each of the four most usual quarterly days in the year, render on oath to the treasurer of the county, which oath the said treasurer, or any justice of the peace acting for the county, shall be authorized to administer, a just and true account of all fines or penalties imposed by any justice or justices to whom he shall act as clerk, and of all sums or fees collected and received by him by virtue of his office, or which, but for his default, he might have collected and received, or which shall have become due and payable on account of such office in and for the then next preceding quarter, according to the form contained in the schedule annexed to this Act, or according to such other form, and with such particulars of receipt or other use, as shall from time to time be directed by any one of Her Majesty's principal secretaries of state, and shall produce all books, documents, or vouchers, which shall from time to time be required by the said treasurer or any justice of the peace for the county, to vouch for the accuracy of the same; and if the said treasurer, or the magistrates of the county, or any *three* of them, shall be dissatisfied with any account to be rendered as aforesaid, it shall be lawful for him or them to refer the same to one of her Majesty's principal secretaries of state, who shall, by any officer of the Court of Queen's Bench, or other person, to be by him appointed for that purpose, and by such ways and means as he shall think fit, investigate the said accounts, or any item or items therein, and make, or cause to be made, such allowances or disallowances therein as he shall deem just and reasonable, and such secretary shall under his hand finally settle and certify in writing the amount to be paid or allowed by the clerk who shall render such account.

12. *Declaration to be annexed to the account.*—And be it enacted, That to every such account shall be annexed a declaration, under the hand of the clerk of petty sessions, to be made before a justice of the peace for the county, affirming the truth and accuracy of such account, and every clerk of petty sessions who shall make any such declaration, knowing the account to which the declaration is annexed to be false in any particular, and being thereof convicted by his own confession or by the oath of one or more credible witnesses before any two justices of the peace for the county, shall forfeit and pay the sum of pounds, to be recovered, if not forthwith paid, by distress and sale of his goods and chattels.

13. *And pay amount due to the treasurer of the county.*—And be it enacted, That the clerk of petty sessions shall, at the time of rendering such account, pay or cause to be paid to the said treasurer such sum of money as may appear by the account rendered by him, to be from time to time payable by him, and also such further sum as may at any time be certified to be the amount of such fees and fines after such reference as aforesaid, within *forty-eight* hours after notification thereof by the treasurer in writing to him to be sent by the post.

14. *In default made, treasurer to lodge complaint.*—And be it enacted, That if default be made in payment as aforesaid within *twenty-one* days after the same shall be directed to be paid as aforesaid, the said treasurer shall make complaint thereof to any *two* justices of the peace acting for the county, who shall be thereupon authorized by writing under their hands to stay the payment of any salary to such clerk, and to issue their warrant for levying the amount due, after making all due allowance for salary or otherwise as they may deem proper, having relation to the probable amount received by such clerk for monies not accounted for in the meantime, by distress and sale of goods or other property of any kind or description, and by apprehension and detention of such defaulter, and committal to the debtors' prison of the county until the sum so appearing or certified to be due, together with interest after the yearly rate of five pounds in the hundred, and all costs, charges, and expences in obtaining the same shall have been fully raised and paid, and such clerk shall, by the issue of a second warrant for such purpose as aforesaid, be thereby forthwith removed from his office, and be incapable of re-election thereto, and it shall be lawful, on such payments to be thereupon made, for the treasurer to set off and allow any sum of money which shall be then due for salary to such clerk, or to require the render of an account of all monies received or which ought to have been received by such clerk from the time of rendering the last account, before any allowance of such salary as aforesaid shall be made: provided nevertheless, That if after three days' previous notice of motion to the treasurer for cause shewn before the magistrates of the county at the next general session or quarter session of the peace assembled it shall be made to appear that such warrant was improperly or improvidently issued, such clerk may be restored to his office by the magistrates there present, or the major part of them.

15. *If clerk of petty sessions die, account to be rendered by his executors or administrators.*—And be it enacted, That in case any clerk of petty sessions shall happen to die before the render of an account or the next quarterly period for rendering of his account, or shall resign or be dismissed from his office, the executors or administrators of the person so dying, or the person himself so resigning or dismissed, shall render such account as aforesaid, and be entitled to payment of the salary proportioned to the time which shall have elapsed since the last render of an account and payment of salary, and that the account shall be enforced by summons and warrant of arrest of the person, and payment of any balance due, which may be enforced by distress and sale, or arrest and detention of the person in manner aforesaid.

16. *Justices may appoint crier of petty sessions court.* And be it enacted, That it shall be lawful for the justices of the peace who shall have given notice of the intention to act for any division or district as aforesaid, or the major part of them, at any meeting to be appointed by notice to be given by the clerk of the petty sessions, to the justices of the particular division or district, *twenty-one* days at the least before the holding of such meeting, to elect a crier of their court of petty sessions, for the purpose of keeping order therein, and performing such other duties as such justices shall from time to time appoint, or in case there shall be any police constables, appointed to such division or district, or any paid constable appointed for the same, by any resolution of vestry, to order one of such constables to perform the duty of crier of the court of petty sessions, and the person to be so appointed shall receive such salary out of the county rate as the justices at the time of such appointment shall order, subject nevertheless to such order or regulation or confirmation of such appointment and salary as the justices to be assembled at the next general or quarter session of the peace shall order, after *twenty-one* days' notice of such appointment shall have been given in manner hereinbefore directed by the clerk of the county to the justices of the county, and no moneys shall be paid out of the county rate until such order shall have been made in that behalf.

17. *Crier to hold office at pleasure of the justices.*—And be it enacted, That the crier shall hold his office during the pleasure of the justices of the division, and in case of his dismissal or death, the justices may, from time to time, proceed to the election of another in manner aforesaid, who may be paid in manner aforesaid.

18. *Clerks of the peace to render an account of fees received.*—And be it enacted, That the clerk of the peace for every county in England, not being a county of a city or town, shall within three months next after the passing of this Act make or cause to be made out and render to one of her Majesty's principal secretaries of state, or to such person or persons as shall be named by him, an account in writing in

such form and with such particulars of receipt or otherwise, as he or they shall require, of all lawful fees and emoluments to which such clerk of the peace shall have been entitled, and which shall have become due or been received in respect of his office or employment as aforesaid, and of all disbursements and allowances made thereout and charges affecting the same in each of the *seven* years next preceding the *first day of January one thousand eight hundred and forty-five*, exclusive of any fees which may have been received from any place within the county which shall have ceased to pay any fees to the clerk of the peace of the county, or which shall have been decreased or abolished from any cause whatsoever.

19. *If such cannot be made out.*—And be it enacted, That in case any clerk of the peace shall not be able to make or cause to be made out any such account as aforesaid for every one of the years for which the same is hereby directed to be rendered, or within the time aforesaid, he shall specify in the account which he shall render the reason why he is not able to render an account for any such year or years as may be omitted.

20. *Secretary of State to examine legality of fees and amount of fees.*—And be it enacted, That the said Secretary of State, or any persons or person as aforesaid, shall be authorized to inquire into and examine as well the legality as the amount of the fees and emoluments contained in any such account as aforesaid, and of all disbursements and allowances made in respect thereof, and of all charges affecting the same, and to require proof to be made upon oath, either personally or in writing, of any matter into which such secretary or other persons or person as aforesaid may think it necessary to inquire, which oath may be administered by such Secretary of State, or the persons or person as aforesaid, or any one of them, or by a judge or commissioner of any of her Majesty's courts of record at Westminster.

21. *Fifty years' receipt the legalized fee.*—And whereas it may be difficult in many cases to find any certain rule by which the legality of such fees and emoluments can be strictly ascertained, and it is expedient that the compensation directed by this Act should be made upon equitable principles; be it therefore enacted, That all fees and emoluments received and enjoyed in respect of the said office which the Secretary of State, or persons or person aforesaid, shall deem to be reasonable, and which shall have been received for *fifty* years before the said *first day of January one thousand eight hundred and forty-five*, or which shall have been uniformly received in respect of any matter or business which shall have first arisen within the said period of *fifty* years, by authority of Parliament or other legal authority, shall be deemed to be legal fees and emoluments within the meaning of this Act.

22. *Judges of Court of Queen's Bench may be consulted thereon.*—And be it enacted, That if the said Secretary of State, or such persons or person to be appointed as aforesaid, shall entertain any doubt as to the propriety or reasonableness of any such fees, or any matter connected therewith, it shall be lawful for him or them to consult thereon the Court of Queen's Bench, or any one or more of the judges of such court, and such court, judge or judges respectively shall give their or his advice and opinion, in writing, on a case to be submitted to them or him thereon as early as the same can be reasonably done.

23. *Secretary of State, &c. to ascertain gross and net amount of fee.*—And be it enacted, That the said Secretary of State, or the person or persons as aforesaid, shall ascertain the gross and net annual value, according to a fair average of the said *seven* years as aforesaid, of the lawful fees and emoluments of all such clerks of the peace as aforesaid; and in every case wherein it shall happen that the fees and emoluments relating to any particular year or years shall have been omitted by any clerk of the peace in the account to be rendered as aforesaid, and the Secretary of State, or the persons or person aforesaid, shall be satisfied with the reason given for such omission, the gross and net annual value of the office or employment of such officer shall be estimated by the Secretary of State, or the person or persons to be appointed as aforesaid, according to the best of his or their judgment; and, in order to assist in forming a judgment therein, regard shall be had to the amount of fees and emoluments which in the year or years omitted have been received by other clerks of the peace, the fees and emoluments of whose offices or employment may, in the opinion of the Secretary of State, or the person or persons aforesaid, afford a fair ground of comparison.

24. *Gross and net amount to be certified.*—And be it enacted, That when the said Secretary of State, or the person or persons aforesaid, shall have ascertained to his or their satisfaction the gross and net annual value of the fees and emoluments of such officers respectively, or any of them, computed as aforesaid, together with the particulars of the disbursements, allowances and charges constituting the difference between such gross and net annual value, they shall from time to time certify the same under their hands to the Lord High Treasurer, or the commissioners of her Majesty's Treasury for the time being, who shall lay copies of every certificate of the said Secretary of State or the person or persons aforesaid, before both houses of Parliament, and cause a copy thereof to be sent to the lord lieutenant of the county for which the particular clerk of the peace shall have been appointed, in respect of whose fees such certificate shall have been made, and to each chairman of the quarter sessions to be held within the county.

25. *Legal fees to be received till otherwise directed.*—And be it enacted, That, until otherwise directed by lawful authority, all fees, monies, and emoluments that now are or may be legally received in respect of such office of clerk of the peace, shall continue to be received, and shall be accounted for in the manner hereinafter mentioned.

26. *Clerk of peace to render account in manner directed every year to Treasury.*—And be it enacted, That every clerk of the peace now appointed to that office shall, during his or their continuance or interest in such office or employment, render to one of her Majesty's principal secretaries of state, upon oath, to be sworn before a judge of one of the said courts, or a commissioner duly authorized to take affidavits therein or otherwise, as the said secretary of state for the time being shall from time to time direct, on the day of in every year, or within *ten* days then next following, a true account in writing of the gross and net amount of all such fees, moneys, and emoluments as would have been received by such clerk of the peace for his own use, if this Act had not passed, which would otherwise have become due on account of such office, specifying the particulars of the disbursements, allowances and charges, constituting the difference between such gross and net amounts at and for such time or times, in such form and with such further particulars of receipt or otherwise, as the said Secretary of State, or other persons or person to be appointed by virtue of this Act shall fix.

27. *Accounts to be examined.*—And be it enacted, That in case any one of her Majesty's principal Secretaries of State shall be dissatisfied with any account to be rendered as aforesaid, it shall be lawful for the said Secretary of State for the time being, by the examination of such persons as he or any person or persons to be nominated by his order for that purpose shall think fit, and on oath to be administered by any judge or justice of the peace, if he or such nominee or nominees as aforesaid shall deem it necessary to be administered, to inquire into and investigate the said accounts, or any item therein, and all or any of the disbursements, allowances or charges therein contained, and for that purpose to call for any book, document, account or voucher, and to bring any other person or persons, or his or their books and papers before him or them, or otherwise to inquire thereof therein as he or they shall think just and reasonable, and in such inquiry all persons competent to give information in the matters shall assist therein when required so to do, and by means aforesaid to make such allowances or disallowances, and any one of her Majesty's principal secretaries of state shall, by means aforesaid, finally settle and certify in writing the net amount of the fees and emoluments to which such account relates.

28. *Surplus of fees to be paid to Treasury.*—And be it enacted, That in case the net amount of such fees and emoluments which shall have become due to any person who, on the said *first day of January, one thousand eight hundred and forty-five*, shall have held any such office of clerk of the peace, shall exceed the net annual value thereof, which shall have been certified as aforesaid, the surplus shall, within *seven* days after the rendering such account as aforesaid, be paid into the Bank of England to the credit of her Majesty's Exchequer, and shall be carried to the account of the Consolidated Fund of the United Kingdom of Great Britain and Ireland; and if default shall be made in the payment of any such surplus as aforesaid, the amount thereof shall be and be deemed a specialty debt due to the Crown, and recoverable as such; and thereupon any one of her Majesty's principal secretaries of state may from time to time, by order under his hand, appoint such person as he shall think proper to receive all the fees and emoluments of the said office in respect of which such surplus is due; and every such person shall accordingly have full power to receive and compel payment of such fees, moneys, and emoluments until such surplus, with interest thereon, and all costs and expenses occasioned by the nonpayment thereof, are satisfied, and the moneys so to be received shall be applied in payment of the same accordingly; and if any surplus shall remain in hand, after making all such payments, the same shall be paid to the person entitled to such office of clerk of the peace: provided always, that every such officer may have and receive out of the county rate so much money over and above the moneys to be certified as aforesaid as the justices of the peace of the county for which he shall be appointed, or the majority of them assembled at any general session of the peace to be holden in and for the said county, after *twenty-one* days' notice of an intended motion for that purpose given them of such intended motion, shall, by writing under their hands, allow him to receive, as a reasonable compensation for his additional trouble in respect of the increase of the business of his said office or employment, and provided such allowance shall have been first approved by one of her Majesty's principal secretaries of state, by writing under his hand for that purpose.

29. *Deficiency to be paid by treasury out of Consolidated Fund.*—And be it enacted, That in case the net amount of such fees, monies, and emoluments which shall become due to any clerk of the peace who, on the said *first day of January one thousand eight hundred and forty-five*, shall have held any such office or employment as aforesaid, shall fall short of the net annual value thereof, which shall have been certified as aforesaid, every such person shall, during his or their continuance or interest in such office, be entitled to receive from the Consolidated Fund of the United Kingdom of Great Britain and Ireland, by warrant for that purpose to be made under the hand of one of her Majesty's principal secretaries of state, within *one calendar month* next after the rendering of such account and approval thereof as aforesaid, by one of the said secretaries of state, the full amount of the difference between the net sum which shall so have become due, and such certified value, *and the amount so to be paid shall be charged upon and paid out of the said Consolidated Fund, without any fee or deduction whatsoever.*

30. *Provision in case of death, resignation, or dismissal of clerk of peace.*—Provided always, and be it enacted, That in case any clerk of the peace entitled to receive or required to pay over any sum of money under the provision of this Act shall die or resign, or be dismissed from his office before the termination of any year, the executors or administrators of the person so dying, or the person himself so resigning or dismissed, shall render such account as aforesaid for such part of the year during which the clerk of the peace so dying or resigning, or dismissed, shall have held such office, and shall be entitled to receive or required to pay over an amount proportioned to that part of the year during which such person shall have held the same.

31. *No claim for compensation.*—And be it enacted, That no person who, after the said *first day of January, one thousand eight hundred and forty-five*, shall be appointed to any office of clerk of the peace, or to any office under the provision of this Act, shall, nor shall any clerk of the peace who may appear to the satisfaction of one of her Majesty's principal secretaries of state, or the person or persons to be appointed as aforesaid by virtue of this Act, to have accepted office upon condition of relinquishing any claim to compensation, in case of its abolition, be deemed entitled to prefer any claim to compensation in respect of any alteration of any kind whatever which shall be made by lawful authority in the constitution, process, practice, pleadings, or other proceedings, in respect of which any fee shall have been heretofore received or be payable, or in the constitution, duties, or emoluments of the office of clerk of the peace, or any other office herein named by such authority as aforesaid.

32. *Clerk of the peace may be dismissed from office notwithstanding this Act.*—Provided always, and be it enacted, That nothing herein contained shall be construed to prevent any clerk of the peace from being dismissed from any office or employment which he may have held on the said *first day of January one thousand eight hundred and forty five*, in like manner as he might have been dismissed therefrom if this Act had not been made, or to give him any greater or other interest in any office than he might have lawfully claimed or exercised if this Act had not been made.

33. *Duties of clerk of the peace.*—And be it enacted, That the clerk of the peace shall discharge all duties now performed by any clerk of the peace, except as herein excepted or otherwise provided, and shall also attend the general sessions of oyer and terminer and general gaol delivery of the county, for which he shall be appointed, and perform the duties there, if required, of clerk of assize or clerk of indictments, and shall ascertain the costs and expenses of all parties there who shall claim payment of the same out of the county rate, and make order for payment of the same accordingly by the treasurer of the county, and that the clerks of petty sessions shall assist him in the performance of that duty, in all matters in particular which arise in or near to the division or district in which they shall respectively act.

34. *On death, dismissal, or resignation of present clerks of peace, justices to appoint salary, to be paid out of county rate.*—And be it enacted, That the justices of each county in England at their next general session of the peace to be holden next after the expiration of *one calendar month* from the date of the decease, retirement, or dismissal from office of any present clerk of the peace for such county, shall fix the amount of salary to be paid to any future clerk of the peace, which shall be thereafter paid to him half-yearly, and commence from the date of his appointment to office, instead of all fees or other emoluments of office, by the treasurer of the county out of the county rate, without fee; and all fees or monies theretofore collected and received by the clerk of the peace, or which would otherwise have been receivable

by him under any form, by virtue of his office, shall thenceforth be duly collected by him, and accounted for in manner hereinbefore directed, and be by him paid to the treasurer of the county in aid of the county rate, notwithstanding that such fees, monies, or emoluments may be now or hereafter given by any legal authority to the custos rotulorum or clerk of the peace by name.

Rights of custos rotulorum as to appointment of clerk of peace preserved.—Provided always, That nothing herein contained shall affect any right which may be vested in or exercised by the custos rotulorum of any county, of appointing persons to the office of clerk of the peace, nor of the justices to be thereafter assembled at any general sessions of the peace to be holden in and for the county, or the majority of them then present, after notice to be given as aforesaid, for altering, increasing, or reducing such salary by certificate as aforesaid: provided always, That any resolution as to the amount of salary shall be certified to and approved by one of her Majesty's principal secretaries of state, by writing, under his hand, before any payment shall be made in respect thereof.

35. *As to future appointments to offices whereof an account is hereby required.*—Provided always, and be it enacted, That no future appointment of any person to any office of the clerk of the peace shall be valid, so as to entitle such person to any salary or emolument in respect thereof, until such person shall have given notice in writing of such his appointment to the treasurer of the county, and to one of her Majesty's principal secretaries of state as aforesaid for the time being; but nevertheless all fees or emoluments to be received by virtue of such office shall be accounted for to the treasurer of the county for which he shall be appointed in manner aforesaid for the time being, and shall be paid by him in aid of the county rate.

36. *False swearing under this Act.*—And be it enacted, That every person who shall swear falsely to any matter respecting which an oath either personally or in writing is by this Act required or authorized to be made, and shall be convicted of so doing wilfully and corruptly, shall be guilty of *wilful and corrupt perjury.*

37. *Fees of clerk of assize, &c. to be uniform.*—And whereas it is desirable that the fees of clerk of assize, clerks of Arraigns, clerks of indictments, associates, clerks of the peace of counties, and clerks to justices of the peace of counties, and other such public officers, should be uniform throughout England; be it enacted, That it shall be lawful for one of her Majesty's principal secretaries of State to cause to be prepared and to settle and approve such tables of fees to be taken as aforesaid, and from time to time to alter and vary the same at his discretion; but no fees shall hereafter be allowed to be taken on any account whatsoever for or in the nature of traverse fees, nor from any prisoner or person who shall be under recognizances or otherwise, for or in the nature of proclamation or acquittal fees, nor for or respecting the discharge of any recognizance; and when such table of fees shall from time to time be settled and approved by such secretary of state, the fees therein mentioned may thenceforth be lawfully taken by the person therein mentioned, and such tables of fees, so settled and approved as aforesaid, shall be transmitted to the clerk of the peace in each county, and by him distributed to each officer appointed to receive the same, and such fees, and no other, shall be taken by such officer from and after the time to be named by the secretary of state thereon; provided that until tables of the fees so to be taken as aforesaid shall have been made and settled and approved as aforesaid, it shall be lawful for the officers and officer before mentioned respectively to take and receive the fees heretofore lawfully receivable by them or him respectively.

38. *No fee to be taken but such as are contained in table.*—And be it enacted, That after such tables or table of fees shall be respectively settled and approved as aforesaid, it shall not be lawful to take any other fee than such as shall be therein allowed, and that any person who shall take any sum of money by way of fee which shall not be so allowed, shall be subjected to a penalty of *five pounds* for every offence, which may be recovered by any person who will sue for the same, in any her Majesty's courts of law at Westminster.

39. *Not to affect other compensations.*—Provided nevertheless, and be it enacted, That nothing herein contained shall be deemed to prevent any officer named in this Act, by name of his office, from having and continuing to be entitled to receive the compensation awarded or certified to be due to him under or by virtue of any Act of Parliament heretofore passed for that purpose, for the term or time to which he shall have been heretofore adjudged entitled to receive the same by competent authority.

40. *Officer appointed to perform duties in person, unless leave be given.*—And be it enacted, That no person shall act as clerk of assize, clerk of the peace, or clerk to petty sessions, than the person and persons to be appointed to those offices, except in cases of sickness or other unavoidable causes, or for necessary recreation, and that no person shall act as deputy who has not been previously nominated by the principal, and approved for the particular occasion as follows, that is, the approval of a deputy for a clerk of assize shall be made by the two judges who shall for the occasion go the particular circuit for which he was appointed; the approval of a deputy for the clerk of the peace shall be made by the custos rotulorum and at least five justices of the peace of the county; and the approval of a clerk of petty sessions shall be made by at least *three* justices of the district for which he shall have been appointed.

41. *No addition to salary for deputy to clerk of the peace or clerks of petty sessions.*—And be it enacted, That no charges for deputy or for any business in the way of additional charge shall be made on the county by any clerk of the peace or clerk of petty sessions, but that all duties heretofore discharged, or which may hereby or by authority of Parliament or otherwise howsoever devolve on any clerk of the peace or clerk of petty sessions by authority of Parliament, beside those heretofore usually discharged by a clerk of the peace or clerk to justices of the peace, shall form part of the respective duties for which such salary as aforesaid shall be given.

42. *On death of officer, records, papers, &c. to be handed over.*—And be it enacted, That in case of the death, resignation or removal of any clerk of the peace, clerk of the petty sessions or any other officer mentioned in this Act, all papers and documents relating to his office shall be delivered to his successor, by whomsoever the same may be possessed, and any judge of one of the superior courts at Westminster, or any two justices of the peace acting for the county, division or district to which the same may belong or appertain, shall and may have power to enforce such delivery by order for that purpose, and on further default, by summons and order, and by arrest and detention of any person refusing to obey their order for that purpose, in proof on oath of the possession by such person of any such papers and documents and of the due service of such summons and order respectively on such person personally, or by delivery at his usual place of abode with a member of the House, and in case of refusal on such arrest, such person may be committed to the county gaol until obedience to such orders shall have been enforced; such judge or justices as aforesaid are hereby respectively authorized and empowered, in case of disobedience to any order as aforesaid, to issue a warrant or warrants for search and detention of the papers and documents in any place or places where the same shall be declared on oath before any judge or justice of the peace the same may be suspected to be.

43. *Municipal corporations may agree with present or future officer.*—And be it enacted, That it shall be lawful for the council of any municipal corporation in England, with the approbation of the Commissioners of her Majesty's Treasury, to agree with the present or any future clerk of the peace, clerk to the justices, or any other officer of the corporation entitled to the receipt of fees, to pay to any such officer, for the discharge of his duties, any sum of money not exceeding an average estimate of *seven* preceding years, to be ascertained in such manner as the Commissioners of her Majesty's Treasury shall direct, or to appoint in like manner such sum of money to be paid to any officer to be hereafter elected to office, out of the borough fund, instead of such fees, and thereupon all fees to be thenceforth taken or received by such officer shall be accounted for and paid over to the treasurer of the borough in aid of the borough fund, in such manner as the said Commissioners of the Treasury shall direct.

44. *Act, except as to power to appoint salaries, not to extend to municipal corporations.*—And be it enacted, That nothing in this Act contained shall extend to the fees allowed to clerks of the peace, clerks of justices, or constables of any municipal corporation in England, save as to the provision lastly hereby made for paying officers of boroughs by salaries instead of fees, and as to the application of the fees in those cases.

45. *Construction of this Act.*—And be it enacted, That in the construction of this Act, unless there shall be any thing in the context repugnant to such construction, the word "county" shall include a riding of the county of York, a division of the county of Lincoln, and a liberty, not being an incorporated city, town or borough, and having a separate commission of the peace; and that the words "clerk of the peace" shall include any person acting as such, or any deputy duly appointed; and that the word "division" shall include a county containing only one special sessional division, and a hundred, tithing, wapentake or other division of a county for which special sessions are now legally held, or may be legally held, by virtue of the statutes for the regulation of such divisions, and a liberty, as aforesaid, having a separate commission of the peace, and a division of any such liberty, for which special sessions now are or may be legally held.

46. *Extent of Act.*—And be it enacted, That this Act shall not extend to Scotland or Ireland, or to the city of London, or to the borough of Southwark.

47. *Act may be amended.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this session of Parliament.

NEW STATUTES.

Of the Session 8 Victoria.

[In this record of actual Legislation, we adopt the plan of giving the titles alone of the statutes of no general or professional interest; and analyses of the more important changes in the law, printing at length such statutes or parts of statutes only as are of particular interest to our readers.]

(*Continued from page 380.*)

Cap. LXX.

An Act for facilitating Arrangements between Debtors and Creditors. (August 6, 1844.)

Petition.—Whereas it is expedient that trust deeds and other amicable modes of arrangement between debtors and their creditors should be facilitated, and that better means should be provided for carrying the same into effect: be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That from and after the first day of September next after the passing of this Act it shall be lawful for any debtor who is unable to meet his engagements with his creditors, such debtor not being a trader within the meaning of the statutes now in force relating to bankrupts, with the concurrence of one-third in number and value of his creditors (testified by their signing his petition), to present a petition to the Court of Bankruptcy, setting forth a full account of his debts, and the consideration thereof, and the names, residences, and occupations of his creditors, and also a full account of his estate and effects, whether in possession, reversion, or expectancy, and of all debts and rights due to or claimed by him, and of all property of what kind soever held in trust for him; and also setting forth that he is unable to meet his engagements with his creditors, and the true cause of such inability and also setting forth such proposal as he is able to make for the future payment or the compromise of such debts or engagements; and that one-third in number and value of his creditors have assented to such proposal; and praying that such proposal (or such modification thereof as by the majority of his creditors should be determined) should be carried into effect under the superintendence and control of the said Court; and that he, the said petitioning debtor, should in the meantime be protected from arrest, by order of the said Court.

2. *Preliminary examination. Disqualifications. Meeting of creditors.*—And be it enacted, That, upon the presentation of such petition, one of the commissioners of the said court, in such rotation as by order of the said Court shall be appointed, shall privately examine into the matter of the said petition, and for that purpose shall have power to examine upon oath such petitioning debtor, and any creditor concurring in his petition, and any witness produced by such petitioning debtor; and if such commissioner shall be satisfied of the truth of the several matters alleged in such petition, and that the debts of such petitioning debtor have not been contracted by reason of any manner of fraud or breach of trust, or without reasonable probability at the time of contract of being able to pay the same, or by reason of any judgment in any prosecution for breach of the revenue laws, or in any action for breach of promise of marriage, seduction, criminal conversation, libel, slander, assault, battery, malicious arrest, malicious suing out a fiat in bankruptcy, or malicious trespass, and that such petitioning debtor has made a full disclosure of his debts and credits, estate and effects, and is desirous of making a *bonâ fide* arrangement with all his creditors, and that his proposal to that effect is reasonable, and proper to be executed under the direction of the said Court, it shall be lawful for such commissioner to direct that a meeting of all the creditors of such petitioning debtor should be convened at such time and place as the said commissioner shall appoint, notice of which meeting shall be given in writing to every such creditor not less than seven or more than twenty-eight days before the same is held.

3. *President.*—And be it enacted, That the said commissioner shall appoint a fit and proper person, being a registrar or official assignee of the said court, or one of the principal creditors of the said petitioning debtor, to preside at such meeting of creditors, and to report the resolutions thereof to the said commissioner.

4. *First meeting of creditors.*—And be it enacted, That if at such meeting of creditors the major part in number and value, or nine-tenths in value, or nine-tenths in number whose debts exceed twenty pounds, shall assent to the proposal of such petitioning debtor, or to any modification thereof, the president of such meeting shall appoint another meeting of the creditors of such petitioning debtor to be held not earlier than seven or later than twenty-eight days from such first meeting, of which second meeting, and of the purpose thereof, notice in writing shall be personally served on every creditor who was not present by himself or

his appointed agent at such first meeting, three clear days at least before the day appointed for such second meeting; provided, however, that the commissioner to whom such petition as aforesaid is referred may, if he shall think fit, make an order, in any special case, that service of such notice at the last place of abode or business of any creditor shall be deemed good service.

5. *Second meeting of creditors.*—And be it enacted, that if at such second meeting of creditors three-fifths in number and value of all the creditors present, or nine-tenths in value, or nine-tenths in number whose debts exceed twenty pounds, shall agree to accept such arrangement or composition as was assented to at the said first meeting of creditors, and shall reduce the terms thereof into writing, and sign the same, such resolution or agreement (subject to such confirmation as is hereinafter enacted) shall thenceforth be binding and of full force, as well against the said petitioning debtor as against all persons who were creditors of the said petitioning debtor at the date of his said petition, and who had notice of the said several meetings of creditors; provided, however, that such resolution or agreement shall not be valid unless one full third in number and value of all the creditors of such petitioning debtor were present at such second meeting, either in person or by an authorized agent.

6. *Confirmation. Certificate. Protection.*—And be it enacted, That within fifteen days next after the passing of such resolution or agreement the same shall be submitted to the commissioner acting in the matter of the said petition, who, if he shall think the same reasonable and proper to be executed under the direction of the said court, shall cause the same to be filed and entered of record therein, and shall grant to the said petitioning debtor a certificate of such filing, and shall from time to time indorse on such certificate his protection of such petitioning debtor from arrest; and such petitioning debtor shall be free from arrest at the suit of any person being a creditor at the date of his said petition, and having had such several notice or notices as aforesaid; and any officer arresting such petitioning debtor at the suit of any such creditor, and on sight of such certificate and protection not releasing such petitioning debtor, shall be liable to such penalty as is provided respecting bankrupts in the like case by the statutes now in force concerning bankrupts; provided, however, that no such protection shall be valid in favour of any petitioning debtor who shall be proved to have been about to abscond beyond the jurisdiction of the said Court of Bankruptcy, or who has concealed or is concealing any part of his estate or effects, nor against any creditor whose debt is not truly specified in the said petition, nor against any creditor whose debt has been contracted by reason of any manner of fraud or breach of trust.

7. *Temporary protection.*—And be it enacted, That it shall be lawful for such commissioner as aforesaid, upon the examination of such petition as aforesaid, to grant to such petitioning debtor a temporary and limited protection from arrest, and such petitioning debtor shall be accordingly free from arrest for such time and within such limits and conditions as shall be specified in the said protection, with the like penalties on any officer arresting him as aforesaid; and it shall be lawful for such commissioner to require such petitioning debtor to give bail for his appearance at the said several meetings of his creditors; and every petitioning debtor shall have such protection from arrest when going to, remaining in, and returning from his necessary attendance on the said commissioner, or the said meetings of creditors, as is enjoyed by any party or witness attending any Court of Record.

8. *Vesting of estate.*—And be it enacted, That from and after the date of the filing of such resolution and agreement as aforesaid all the estate and effects of such petitioning debtor shall vest in the trustee (if any such shall be appointed) by virtue of such resolutions, and without any deed, as fully as if such trustee were an assignee under the statutes relating to bankrupts; and every such trustee may sue and be sued as if he were such assignee in bankruptcy.

9. *Audits.*—And be it enacted, That every such trustee as aforesaid shall, once at least in every six months, or oftener if the said commissioner or any two or more of the creditors of such petitioning debtor whose debts amount to one-tenth of the debts of such debtor require it, produce to the said commissioner, on oath or solemn declaration, a full and true account of all moneys, property, and effects of such petitioning debtor which have come to his hands, and of the disposal thereof; and the said commissioner shall examine the same, and shall certify the result of such examination, and shall, if need be, order payment to the creditors of such petitioning debtor, according to the terms of such resolution or agreement as aforesaid.

10. *Examinations.*—And be it enacted, That if it shall at any time appear to the said commissioner, on the representation of such trustee as aforesaid, or of any two creditors as aforesaid, that such petitioning debtor has not made a true discovery of his estate and effects, or has not duly accounted for any subsequently acquired property (if required by the true intent and meaning of the said resolution or agreement), or has wilfully made any false return of creditors, it shall be lawful for the said commissioner to summon such petitioning debtor to be examined before him upon oath touching such matters; and such summons and examination shall be enforced in such manner as is now practised in the summoning and examination of bankrupts.

11. *Special meetings.*—And be it enacted, That in case any difficulty shall arise in the execution of the said resolution or agreement, it shall be lawful for the said commissioner to cause a special meeting of the creditors of such petitioning debtor to be assembled; and the resolution of the majority of the said creditors at such meeting, to confirm, alter, or annul the whole or any part of the said resolution or agreement, shall be as valid as if it had been part of the original resolution or agreement: provided, however, that if one-third in number and value of the creditors of such petitioning debtor do not attend such meeting in manner aforesaid, the resolution thereof shall not be valid unless the same is approved and confirmed by the said commissioner.

12. *Meeting of creditors.*—And be it enacted, That so soon as the said resolution or agreement shall have been carried into effect, and the creditors of the said petitioning debtor shall have been satisfied, according to the tenor of the same, the said commissioner shall cause a meeting of the said creditors to be held before him, and, on being satisfied that the trustee has fully performed his trust, shall give to such trustee a certificate thereof under his hand and seal; and such certificate shall be a full release and acquittance to the said trustee, both in law and equity, for all matters done by him as such trustee: Provided always, that it shall be lawful for such trustee to receive for his services in the execution of his said trust such sum of money as the major part in number and value of the creditors assembled at such last-mentioned meeting shall appoint, subject to the approval and allowance of the said commissioner.

13. *Certificate.*—And be it enacted, That at such last-mentioned meeting the said commissioner shall give to the said petitioning debtor a certificate, under the hand and seal of the said commissioner, of the filing of the said petition, and of the resolution or agreement of the creditors of the said petitioning debtor, and that the said resolution or agreement has been fully carried into effect; and such certificate shall thenceforth operate to all intents and purposes as fully as if the same were a certificate of conformity under the statutes relating to bankrupts, excepting only that no debt herein excepted from the operation of this Act shall be barred by the said certificate.

14. *Rules and orders.*—And be it enacted, That for the better carrying into effect the several purposes of this Act it shall be lawful for the said Court of Bankruptcy from time to time to make such rules, regulations, and orders as the said court shall think fit: Provided, however, that such rules, regulations, and orders shall be laid before both Houses of Parliament within twenty-one days from the making the same, if Parliament be then sitting, or if not, twenty-one days from the commencement of the session next after the making of such rules, regulations, or orders.

15. *Interpretation of Act.*—And be it enacted, That this Act shall extend to aliens, denizens, and women; and that all words in the singular number may be interpreted in the plural number, and *vice versâ*, and that all words in the masculine gender may be interpreted to include the feminine gender; and that this Act be construed beneficially to creditors; and, if any doubts should arise in the construction thereof, that it be construed by analogy to the laws now in force relating to bankrupts and the practice thereof.

16. *Act not to extend to Scotland or Ireland.*—And be it enacted, That this Act shall not extend to Scotland or Ireland.

Cap. XCVI.

An Act to amend the Law of Insolvency, Bankruptcy, and Execution. (Aug. 9, 1844.)

5 & 6 *Vict. c.* 116. *Petition for protection from process may be presented to any court of bankruptcy without any notice given.*—Whereas it is expedient to amend an Act passed in the sixth year of the reign of her present Majesty, intituled "An Act for the Relief of Insolvent Debtors." be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That a petition for protection from process under the said Act may be presented to any court or district court of bankruptcy within the district of which the petitioner shall have resided twelve calendar months, without any notice whatever being given to any creditor, or in the *London Gazette*, or any newspaper.

2. *Form of petition. Petition and schedule to be verified by affidavit in the form specified.*—And be it enacted, That every petition for protection from process presented after the commencement of this Act to the Court of Bankruptcy, or to any district court of bankruptcy, shall be in the form specified in the schedule hereunto annexed (A. No. 1); and such petition, and the schedule required by the said recited Act to be annexed thereto, shall be verified by an affidavit of the petitioner in the form specified in the schedule hereunto annexed (A. No. 2); and such affidavit shall be sworn in like manner as affidavits in matters of bankruptcy may be sworn by any law now in force relating to bankrupts, and shall be annexed to such petition at the time of filing the same; and if such petition and affidavit shall not be in the form herein prescribed, such petition shall be dismissed.

3. *Forthwith after filing of petition a notice to be given to creditors and advertised in the Gazette, &c. and a public sitting of the court appointed for first examination of petitioner and choice of creditors' assignee. Commissioner may reject or remove the person so chosen.*—And be it enacted, That the commissioner authorized to act in the matter of such petition shall forthwith, after such petition shall have been filed, cause notice of the filing of such petition to be given, in such manner as the commissioner shall direct, to the creditors named in the schedule of the petitioner, and resident within the United Kingdom, and whose debts respectively shall amount to the sum of five pounds, and to be inserted in the *London Gazette* and in some newspaper or newspapers circulating within the county wherein the petitioner shall reside, and shall thereby appoint a public sitting of the court whenever the commissioner shall think fit for the first examination of the petitioner; and the commissioner may adjourn such sitting from time to time, and allow the petitioner to amend his schedule and correct any misstatement therein, at the discretion of the commissioner, and the choice of the creditors' assignee shall take place at such sitting, or any adjournment thereof, and shall be made by the majority in number and value of the creditors who may attend, by themselves or their attorneys duly authorized by letters of attorney in that behalf, before the commissioner on such day; provided that the commissioner shall have power to reject any person so chosen who shall appear to him unfit to be such assignee as aforesaid, or to remove any assignee; and upon such rejection or removal a new choice of another assignee shall be made in like manner.

4. *Property of petitioner to vest in assignees for the time being by virtue of the appointment.*—And be it enacted, that the property of the petitioner shall, for the purposes of the said recited Act and of this Act, vest in the assignee or assignees for the time being, by virtue of the appointment of such assignee or assignees; and every such assignee shall be deemed to be an officer of the court in which the petition shall be filed, and shall be liable as such to the control thereof, provided always, that the property of the petitioner shall in every case be possessed and received by the official assignee alone, save where it shall be otherwise directed by the commissioner: provided also, that it shall be lawful for the Lord Chancellor, or the judges and commissioners of the Court of Bankruptcy in London, or the majority of them, if authorized so to do by the Lord Chancellor, from time to time to make such orders, rules, and regulations for the security of the property of the petitioner as he or they may judge reasonable and proper.

5. *Upon petition being filed, commissioner to have the like power for seizure of the property of the petitioner, and the examination of him and other persons, as in bankruptcy.*—And be it enacted, That upon such petition being filed the commissioner shall possess the like power and authority touching the seizure of the property of such petitioner (except as herein otherwise directed), and also to compel the attendance of and to examine such petitioner and his wife, and every person known or suspected to have any of the property of such petitioner in his possession, or who is supposed to be indebted to such petitioner, and every person whom the commissioner believes capable of giving any information concerning the person, trade, business, or calling, dealings, or property of such petitioner, or any information material to the full disclosure of the dealings of such petitioner, and to enforce both obedience to such examination, and the production of books, deeds, papers, writings, and other documents, as by any law now in force relating to bankrupts are possessed by the several courts authorized to act in the prosecution of fiats in bankruptcy touching the seizure of property and the examination of any bankrupt or other person under a fiat in bankruptcy.

6. *Any prisoner in execution upon judgment in an action for debt, not being a trader, or being a trader whose debts are less than 300l. may by petition be protected from process and from being detained in prison for any debt mentioned in his schedule: and if so detained, commissioner may order his discharge.*—And be it declared and enacted, That any prisoner in execution upon any judgment obtained in any action for the recovery of any debt, either not being a trader within the meaning of the statutes relating to bankrupts, or being a trader within the meaning of the said statutes owing debts amounting on the whole to less than three hundred pounds, may be a petitioner for protection from process; and every such petitioner to whom an interim order for protection shall have been given shall not only be protected from process, as provided by the said recited Act, but also from being

detained in prison in execution upon any judgment obtained in any action for the recovery of any debt mentioned in his schedule: and if any such petitioner, being a prisoner in execution, shall be detained in prison in execution upon any such judgment, it shall be lawful for the commissioner to order any officer who shall have such petitioner in custody by virtue of such execution, to discharge such petitioner out of custody as to such execution, without exacting any fee, and such officer shall hereby be indemnified for so doing; and no sheriff, gaoler, or other person whatsoever shall be liable to any action as for the escape of any such prisoner by reason of such his discharge; and such petitioner so discharged shall be protected by his interim order from all process for such time as the commissioner shall by such interim order or any renewal thereof think fit to appoint, until the making of the final order for protection, in the same manner as if such petitioner had not been a prisoner in execution: provided always, that after the time allowed by any such interim order or any renewal thereof (as the case may be) shall have elapsed, such petitioner shall not by such discharge be protected from being again taken in execution upon such judgment, but such judgment shall remain in full force and effect notwithstanding such discharge.

7. *If petitioner be in custody, and is not entitled to be discharged, he may be brought up by warrant.*—And be it enacted, That whenever any such petitioner is a prisoner under any process, attachment, execution, commitment, or sentence, and is not entitled to his discharge in manner aforesaid, the commissioner may, by warrant under his hand directed to the person in whose custody such petitioner is confined, cause such petitioner to be brought before him for examination at any sitting of the court, either public or private, and the expense of bringing such petitioner shall be paid out of his estate, and such person shall be indemnified by the warrant of the commissioner for bringing up such petitioner.

8. *In case of death of petitioner.*—And be it enacted, That if any petitioner for protection from process shall die after the filing of his petition, the commissioner may proceed in the matter of such petition, for the discovery and distribution of his property, as he might have done if the petitioner were living.

9. *Wearing apparel, bedding, working tools, &c. of the value of 20l. excepted from the operation of the Act.*—And be it enacted, That the wearing apparel, bedding, and other necessaries of the petitioner and his family, and the working tools and implements of the petitioner, not exceeding in the whole the value of twenty pounds, may be excepted by the petitioner in his petition from the operation of the said recited Act and of this Act, and in such case shall be altogether excluded from the operation of the said Acts: provided always, that such excepted articles, with the values thereof respectively, to be ascertained and appraised, if the commissioner shall think fit, in such manner as he shall direct, be fully and truly described by the petitioner in his schedule, but otherwise the exception thereof shall be of no force as to any part of the same.

10. *Official assignee may act until creditors' assignee appointed; may sell the property if commissioner so order, and make allowance to petitioner for his support. Property vested in official assignee to go to his successor. If petition dismissed, all acts theretofore done according to the Act to be good and valid.*—And be it enacted, That until an assignee shall be chosen by the creditors of any petitioner for protection from process the official assignee nominated by the commissioner upon the filing of the petition of such petitioner shall be enabled to act, and shall be deemed to be, to all intents and purposes, a sole assignee of the property of such petitioner, and, if the commissioner shall so order, may sell or otherwise dispose of such property, or any part thereof, and make such allowance out of the property of such petitioner for the support of himself and his family as the commissioner shall direct; and the property vested in any official assignee alone, or jointly with any assignee chosen by creditors under the said recited Act, this Act, or either of them, shall not remain in such official assignee alone, or jointly with such assignee chosen by creditors, if such official assignee shall resign or be removed from his office, nor in the heirs, executors, or administrators of such official assignee, nor in the surviving assignee alone, in case of the death of such official assignee, but all such property shall in every such case go to and be vested in the successor in office of such official assignee alone, or jointly with the assignee chosen by the creditors (if any), as the case may be; and whenever any such petition shall have been or shall be dismissed, all sales and dispositions of property, and payments duly made, and all other acts theretofore done by any assignee, or any person or persons acting under his authority, or by any messenger or other person under the authority of the commissioner, according to the provisions of the said recited Act and of this Act, or either of them, shall be good and valid, but the property of the petitioner shall otherwise in such case revest in such petitioner; provided, however, that no action or suit shall be prosecuted or commenced against such assignee, messenger, or other person or persons acting as aforesaid, except to recover any property of such petitioner detained after an order made by the commissioner for the delivery thereof, and demand made thereupon.

11. *Assignees may execute powers which the petitioner might have executed for his own benefit.*—And be it enacted, That all powers vested in any petitioner for protection from process, whose estate shall, under the provisions of the said recited Act, of this Act, or of either of them, have been vested in an assignee or assignees, which such petitioner might legally execute for his own benefit (except the right of nomination to any vacant ecclesiastical benefice), shall be hereby vested in such assignee or assignees, to be by such assignee or assignees executed for the benefit of the creditors of such petitioner under this Act, in such manner as such petitioner might have executed the same.

12. *Where lease accepted by assignees, the petitioner not liable for the rent. Assignees not determining whether to accept the lease, the lessor may apply to the Court.*—And be it enacted, That in all cases in which any such petitioner shall be entitled to any lease or agreement for a lease, and his assignee or assignees shall accept the same, and the benefit thereof, as part of such petitioner's property, the said petitioner shall not be liable to pay any rent accruing after the filing of his petition, nor be in any manner sued after such acceptance, in respect of any subsequent non-observance or non peformance of the conditions, covenants, or agreements therein contained: provided that in all such cases as aforesaid it shall be lawful for the lessor or person agreeing to make such lease, his heirs, executors, administrators, or assigns, if the said assignee or assignees shall decline, upon his or their being required so to do, to determine whether he or they will or will not accept such lease or agreement for a lease, to apply to the commissioner, praying that he or they may either so accept the same, or deliver up such lease or agreement for a lease, and the possession of the premises demised or intended to be demised; and the commissioner shall thereupon make such order as in all the circumstances of the case shall seem meet and just, and such order shall be binding on all parties.

13. *Assignees may sue in their own names; may make composition for debts, may submit differences to arbitration. Proviso for consent of creditors to compositions and arbitrations.*—And be it enacted, That it shall be lawful for the assignee or assignees of any such petitioner, and such assignee or assignees shall be hereby empowered, to sue, from time to time as there may be occasion, in his or their own name or names, for the recovery, obtaining, and enforcing of any property or rights of such petitioner, but in trust for the benefit of the creditors of such petitioner, according to the provisions of the said recited Act and this Act, and to give such discharge and discharges to any person or persons who shall be respectively indebted to such petitioner as may be requisite; and to make compositions with any debtors or accountants to such petitioner, where the same shall appear necessary, and to take such reasonable part of any such debts as can upon such composition be gotten in full discharge of such debts and accounts; and to submit to arbitration any difference or dispute between such assignee or assignees, and any person or persons for or on account or by reason of any matter, cause, or thing relating to the property of such petitioner: provided nevertheless, that no such composition, or submission to arbitration, shall be made, nor any suit in equity be commenced, by any such assignee or assignees, without the consent in writing of the major part in value of the creditors of such petitioner, who shall meet together pursuant to a notice of such meeting, to be published at least fourteen days before such meeting in the *London Gazette*, and also in some newspaper usually circulated in the neighbourhood of the place where such petitioner had his last usual residence before the filing of his petition, nor without the approbation of the commissioner.

14. *Creditors to vote according to balance due to them on an account fairly stated.*—And be it enacted, That in all matters wherein creditors shall vote, or wherein the assent or dissent of creditors shall be exercised in pursuance of or in carrying into effect the said recited Act or this Act, every creditor shall be accounted such in respect of such amount only as upon an account fairly stated between the parties, after allowing the value of mortgaged property, and other such available securities and liens, shall appear to be the balance due; and that all disputes arising in such matters concerning any such amount shall, upon application duly made in that behalf, be examined into by the commissioner, who shall have power to determine the same, and, if it seem fit, to refer the examination thereof to an officer of the said court: provided always, that the amount in respect of which any such creditor shall vote in any such matter shall not be conclusive of the amount of his or her debt for any ulterior purposes, in pursuance of the provisions of this Act.

15. *Where the petitioner is beneficially entitled to stock, the commissioner may order a transfer.*—And be it enacted, That if any such petitioner shall at the time of filing his petition, or at any time before such petitioner shall become entitled to his final order according to this Act, have any Government stocks, funds, or annuities, or any of the stock or shares of or in any public company, either in England, Scotland, or Ireland, standing in his own name in his own right, it shall be lawful for the commissioner, whenever he shall deem fit so to do, to order all persons whose act or consent is thereto necessary to transfer the same into the name of such assignee or assignees as aforesaid; and all such persons whose act or consent is so necessary as aforesaid shall be hereby indemnified for all things done or permitted pursuant to such order.

16. *Suits not to be abated by the death or removal of assignees.*—And be it enacted, That whenever any assignee shall die, resign, or be removed, or a new assignee shall be duly appointed, no action at law or suit in equity shall be thereby abated, but the court in which any action or suit is depending may, upon the suggestion of such death, resignation, or removal, and new appointment (if any), allow the name or names of the surviving or new assignee to be substituted in the place of the former, and such action or suit shall be prosecuted in the name or names of the said surviving or new assignee, in the same manner as if he had originally commenced the same.

17. *Goods in possession, order, or disposition of petitioner, whereof he was reputed owner, to be deemed his property.* 3 & 4 *Wm.* 4, *c.* 55.—And be it enacted, That if any petitioner for protection from process shall, at the time of filing his petition, by the consent and permission of the true owner thereof, have in his possession, order, or disposition any goods or chattels whereof such petitioner was reputed owner, or whereof he had taken upon him the sale, alteration, or disposition as owner, the same shall be deemed to be the property of such petitioner, so as to become vested in the assignee or assignees for the time being of the estate and effects of such petitioner; provided that no transfer or assignment of any ship or vessel, or any share thereof, made as a security for any debt or debts, either by way of mortgage or assignment, duly registered according to the provisions of an Act made in the session of Parliament held in the third and fourth years of the reign of his late Majesty King William the Fourth, intituled "An Act for the registering of British Vessels," shall be invalidated or affected by reason of such possession, order, or disposition of the same as aforesaid.

18. *Distress not to be available for more than one year's rent.*—And be it enacted, That no distress for rent made and levied, after the filing of any petition for protection from process, upon the goods or effects of the petitioner, shall be available for more than one year's rent accrued prior to the filing of such petition, but that the landlord or party to whom the rent shall be due shall and may be a creditor for the overplus of the rent due, and for which the distress shall not be available, and entitled to all the provisions made for creditors by the said recited Act or by this Act.

19. *Voluntary preference fraudulent and void as against assignees. Proviso.*—And be it enacted, That if the petitioner shall, before or after the filing of his petition, in contemplation of his becoming insolvent, or being in insolvent circumstances, voluntarily convey, assign, transfer, charge, deliver, or make over any estate, real or personal, security for money, bond, bill, note, money, goods, or effects whatsoever, to any creditor or creditors, or to any person or persons in trust for, or to or for the use, benefit, or advantage of any creditor or creditors, or to any person who is or may be liable as surety for such petitioner, every such conveyance, assignment, transfer, charge, delivery, and making over shall be deemed fraudulent and void as against any assignee or assignees of the estate and effects of such petitioner appointed under the provisions of the said recited Act and of this Act, or of either of them: provided always, that no such conveyance, assignment, transfer, charge, delivery, or making over shall be so deemed fraudulent and void if made at any time prior to three months before the filing of the petition, and not with the view or intention, by the party so conveying, assigning, transferring, charging, delivering, or making over, of petitioning the Court for protection from process.

20. *Provisions of* 3 *Geo.* 4, *c.* 39, *extended to the assignees of insolvent petitioners.*—And be it enacted, That the provisions of an Act passed in the third year of the reign of his late Majesty King George the Fourth, intituled "An Act for preventing Frauds upon Creditors by secret Warrants of Attorney to confess Judgment," shall extend to the assignee or assignees of every petitioner for protection from process whose estate shall, after the expiration of twenty-one days next after his execution of such warrant of attorney, or giving of such *cognovit actionem* as therein mentioned, be vested in an assignee or assignees under the provisions of the said recited Act and of this Act or of either of them, as if the said Act so intituled as aforesaid had been expressly herein enacted; and every such warrant of attorney, and judgment and execution thereon, and every such *cognovit actionem*, and judgment entered up thereon, and execution taken out on such judgment, as are

declared by the said last-mentioned Act to be fraudulent and void against the assignees mentioned therein, shall be deemed equally fraudulent and void against the assignee or assignees of the estate of such petitioner, and such assignee or assignees shall be entitled to recover back and receive, for the use of the creditors of such petitioner, all the moneys levied and effects seized under or by virtue of any such judgment or execution.

21. *Warrant of attorney and cognovit actionem not to be acted upon against property of insolvent petitioner after filing his petition.*—And be it enacted, That in all cases where any petitioner for protection from process, whose estate shall have been vested in an assignee or assignees under the provisions of the said recited Act and of this Act, or of either of them, shall have executed any warrant of attorney to confess judgment, or shall have given any *cognovit actionem* or bill of sale, whether for a valuable consideration or otherwise, no person shall, after the filing of the petition of such petitioner, avail himself of any execution issued or to be issued upon any judgment obtained or to be obtained upon such warrant of attorney or *cognovit actionem*, either by seizure and sale of the property of such petitioner or any part thereof, or by sale of such property theretofore seized, or any part thereof, or avail himself of such bill of sale, but that any person or persons to whom any sum or sums of money shall be due in respect of any such warrant of attorney or *cognovit actionem*, or of such bill of sale, shall and may be a creditor or creditors for the same under the said recited Act and this Act.

22. *Final order to protect the person of the petitioner from process in respect of the debts or sums herein particularly mentioned. Specification of debts, &c. not necessary in final order.*—And be it enacted, That the final order to be made under the provisions of the said Act as amended by this Act shall protect the person of the petitioner from being taken or detained under any process whatever in the cases hereinafter mentioned; (that is to say) from all process in respect of the several debts and sums of money due or claimed to be due at the time of filing the petition from such petitioner to the several persons named in his schedule as creditors, or as claiming to be creditors for the same respectively, or for which such persons shall have given credit to such petitioner before the time of filing such petition, and which were not then payable, or in respect of the claims of any other persons not known to such petitioner at the time of making the final order, who may be indorsees or holders of any negotiable securities set forth in such schedule: provided always, that every such final order may be made without specifying therein any such debt or debts, or sum or sums of money, or claims as aforesaid, or naming therein any such creditor or creditors as aforesaid; and such final order shall be in the form specified in schedule (A. No. 3).

23. *If prisoner be detained for any claim in respect of which he is protected, commissioner may order his discharge.*—And be it enacted, That if any such petitioner, being a prisoner in execution at the time of filing his petition, shall be detained in prison for any debt or claim in respect of which he is protected from process by his final order, it shall be lawful for the commissioner to order any officer who shall have such petitioner in custody by virtue of such execution to discharge such petitioner without exacting any fee; and such officer shall be hereby indemnified for so doing.

24. *If it appear to commissioner that any debts of the petitioner were contracted by fraud or breach of trust, &c. no day to be named for making the final order for protection; but if otherwise, a notice of such day to be given.*—Provided always, and be it enacted, That if on the day for the first examination of the petitioner, or at any adjournment thereof, it shall appear to the commissioner that the debts of the petitioner, or any of them, were contracted by any manner of fraud or breach of trust, or by any prosecution whereby he had been convicted of any offence, or without having at the time a reasonable or probable expectation of being able to pay such debt or debts, or that such debts, or any of them, were contracted by reason of any judgment in any proceeding for breach of the revenue laws, or in any action for breach of promise of marriage, seduction, criminal conversation, libel, slander, assault, battery, malicious arrest, malicious suing out a fiat of bankruptcy, or malicious trespass, or that the petitioner has parted with any of his property since the presenting of his petition, the commissioner shall not be authorized in any such case to name any day for making such final order, or to renew such interim order; and in every such case wherein any such petitioner shall have been a prisoner in execution, and discharged out of custody by order of the commissioner under the provision herein in that behalf contained, such petitioner shall be remanded by an order of the commissioner to his former custody; but if none of the matters aforesaid shall so appear, and the commissioner shall be satisfied that the petitioner has made a full discovery of his estate, effects, debts, and credits, it shall then be lawful for the commissioner to cause notice to be given that on a certain day, to be named therein, he will proceed to make such final order, unless cause be shewn to the contrary.

25. *Sums payable by way of annuity to be deemed debts, and the annuitants to be creditors for the value thereof.*—And be it enacted, That every sum of money which shall be payable by way of annuity or otherwise, at any future time or times, by virtue of any bond, covenant, or other securities of any nature whatsoever, shall be deemed and taken to be debts within the meaning of the said recited Act and of this Act: provided always, that every person who would be a creditor of any petitioner for protection from process for such sum or sums of money, if the same were presently due, shall be admissible as a creditor of such petitioner for the value, and no more, of such sum or sums of money so payable as aforesaid, which value the commissioner authorized to act in the matter of the petition shall, upon application at any time made in that behalf, ascertain, regard being had to the original price given for such sum or sums of money, deducting therefrom such diminution in the value thereof as shall have been caused by the lapse of time since the grant thereof to the time of filing such petition: and such creditor shall be entitled in respect of such value to the benefit of all the provisions made for creditors by the said recited Act or by this Act, without prejudice nevertheless to the respective securities of such creditor, excepting as respects the effect of the final order which shall be obtained by such petitioner under the provisions of the said recited Act and of this Act.

26. *Final order may extend to process for contempt in nonpayment of money, and to costs incurred by creditor, but subject to taxation.*—Provided always, and be it enacted, That the final order for protection from process shall and may extend to all process issuing from any court for any contempt of court, ecclesiastical or civil, for nonpayment of money or of costs or expenses in any such court, and that in such case such final order shall be deemed to extend also to all costs which the petitioner would be liable to pay in consequence or by reason of such contempt, or on purging the same; and that every final order as to any debt or damages of any creditor of the petitioner shall be deemed to extend also to all costs incurred by such creditor before the filing of the petitioner's schedule in any action or suit brought by such creditor against the petitioner for the recovery of the same; and that all persons as to whose demands for any such costs, money, or expenses as aforesaid the final order obtained by the petitioner shall be adjudged to extend shall be deemed and taken to be creditors of such petitioner in respect thereof, and entitled to the benefit of all the provisions made for creditors by the said recited Act or by this Act; subject nevertheless to such ascertaining of the amount of the said demands as may be had by taxation or otherwise, and to such examination thereof as is herein provided in respect of all claims to a dividend of such petitioner's estate and effects.

27. *Adjournment of consideration of final order.*—And be it enacted, That it shall be lawful for the commissioner, at the time appointed for making the final order for protection from process, or at any adjournment thereof, to adjourn the consideration of such final order *sine die*.

28. *If final order refused, or adjourned sine die, the court, after the lapse of such time as it thinks just, having regard to the insolvency and the conduct of the insolvent, may make an order to protect him from further imprisonment in respect of the debts, &c. mentioned in his schedule.*—And be it enacted, That if for any of the causes in that behalf aforesaid no day be named for making the final order, or if the consideration of such final order be adjourned *sine die*, or such final order be refused, the commissioner shall have the power, after the expiration of such time subsequent to the filing of the petition as, having regard to all the circumstances of the insolvency, and the conduct of the petitioner as an insolvent debtor before and after his insolvency, the commissioner shall think just, and after hearing the petitioner or any of his creditors, or his or their counsel or attorneys, to make an order to protect the petitioner from being taken or detained under any process whatever for or in respect of the several debts and sums of money due or claimed to be due at the time of filing his petition, from the said petitioner, to the several persons named in his schedule as creditors or as claiming to be creditors for the same respectively, or for which such persons should have given credit to the said petitioner before the time of filing his petition, and which were not then payable, and as to the claims of all other persons not known to the said petitioner at the time of making such order, who may be indorsers or holders of any negotiable security set forth in his said schedule: Provided always, that no debtor shall be imprisoned on any process for more than twelve calendar months for any debt contracted before filing his petition, in case the final order shall be refused or shall not be made, or in case the protecting order shall not be renewed.

29. *Petitioner taken or detained after obtaining such order may be discharged.*—And be it enacted, That if such petitioner shall be taken or detained under any process whatever for any debt or claim in respect of which he is protected from process by such order as last aforesaid, it shall be lawful for the commissioner to order any officer who shall have such petitioner so in custody to discharge such petitioner therefrom, without exacting any fee; and such officer shall be hereby indemnified for so doing.

30. *Where error in schedule without fraud, Act to operate upon the actual amount of debt.*—And whereas it may sometimes happen that a debt of, or claim upon, or balance due from a petitioner for protection from process may be specified in his schedule so sworn to as aforesaid at an amount which is not exactly the actual amount thereof, without any culpable negligence, or fraud, or evil intention on the part of such petitioner; be it enacted, That in such case the commissioner shall allow the schedule to be amended in that behalf; and in every case in which an amendment of the schedule shall be allowed, the said petitioner shall be entitled to every benefit and protection of the said recited Act and of this Act; and the creditor in that behalf shall be entitled to the benefit of all the provisions made for creditors by the said recited Act and by this Act in respect of the actual amount of such debt, claim, or balance, and neither more nor less than the same, to all intents and purposes, such error in the said schedule notwithstanding.

31. *How dividend to be made. Notice of sittings. Examination of objections and claims. Commissioner may require proof of debts.*—And be it enacted, That whenever after an audit there shall appear to the commissioner to be in the hands of the official assignee any balance wherewith a dividend may be made, proceedings shall be had forthwith, under the direction of the commissioner, for making such dividend, and also, when it shall appear necessary, for correcting and ascertaining the list of creditors entitled to receive the same; and notice of any sitting of the Court ordered to be held for such ascertaining of debts, or for an audit, or for declaring a dividend thereupon, or for all such purposes, shall be given for such time and in such manner as the commissioner shall from time to time direct; and such dividend shall be made amongst the creditors of the petitioner whose debts shall be admitted in his schedule sworn to by the petitioner, and amongst such other creditors (if any) who shall prove their debts in pursuance of any order of the commissioner to be made in that behalf, in proportion to the amount of the debts so admitted, or so admitted and proved, as the case may be: provided always, that if the petitioner, or any creditor or assignee, shall object in whole or in part to any debt tendered to be so proved as aforesaid, or to any debt mentioned in the schedule of the petitioner, or if any person whose demand is stated in such schedule, but is not admitted therein to the extent of such demand, shall claim to be admitted as a creditor for the whole of such demand, or for more thereof than is so admitted, the said objections and claims shall, upon application duly made, be examined into by the commissioner, and the decision of the commissioner thereupon shall be conclusive with respect to the title of such creditor or creditors to his or their share of such dividend: provided always, that if in any case it shall appear expedient, it shall be lawful at any time for the commissioner, by notice as may be directed in that behalf, to cause all or any of the creditors to prove their debts, in such manner as the commissioner shall require, and to decide upon such debts, and the right to receive dividends thereupon, and to do all things requisite thereto, as aforesaid.

32. *Outstanding debts, &c. may be sold by order of the commissioner.*—And be it enacted, that if at the expiration of twelve calendar months from the filing of any petition for protection from process there shall remain any outstanding debts or other property due or belonging to the estate of the petitioner, which cannot, in the opinion of the commissioner, be collected and received, without unreasonable or inconvenient delay, it shall be lawful for the assignees, under the direction of the commissioner, to sell and assign such debts and other property in such manner as shall be ordered by the commissioner.

33. *Proceedings not liable to stamp duty, nor sales to auction duty.*—And be it enacted, That no letter of attorney, affidavit, certificate, or other proceeding, instrument, or writing whatsoever in the matter of any petition for protection from process; nor any copy thereof, nor any advertisement inserted in any newspaper by the direction of any commissioner of the Court of Bankruptcy relating to any such matter, shall be liable to or charged with the payment of any stamp or other duty whatsoever; and that no sale of any real or personal estate of any such petitioner as aforesaid, for the benefit of his creditors, under the said recited Act or this Act, shall be liable to any auction duty: provided always, that no such exemption from auction duty shall be allowed unless such sale shall be conducted by a licensed auctioneer, and such auctioneer shall at the time of passing his account thereof produce to the officer of excise a catalogue, signed and certified by the assignees by whose order such sale shall have been made, in manner and form required by the laws of excise.

34. *Sum to be paid on prosecution of petition.*—And

be it enacted, That under every petition for protection from process after the passing of this Act in the Court of Bankruptcy in London, or in any district court of bankruptcy in the country, there shall be paid by the official assignee of the estate and effects of the petitioner, into the Bank of England to the credit of the accountant in bankruptcy, to the account intituled "The Secretary of Bankrupts' Accounts," a sum not less than one-eighth of a pound per centum and not exceeding five pounds per centum on the gross produce from time to time of the petitioner's estate, such sum, within the limit aforesaid, and the time or times for payment thereof, to be fixed by the Lord Chancellor by any general order for those purposes, and to be applicable to all the purposes of the said account, and to be subject to the like orders as other moneys directed to be paid in to the said account; and that it shall be lawful for the Lord Chancellor from time to time to lessen or increase such sum, within the limit aforesaid, as to the Lord Chancellor may seem just and reasonable, upon consideration of the amount from time to time standing to the said account, and of the claims from time to time chargeable thereupon.

35. *Remuneration to official assignee.*—And be it enacted, That from and after the passing of this Act it shall be lawful for the commissioner authorized to act in the matter of any petition for protection from process to direct remuneration to the official assignee for his services in the matter of such petition, in like manner as in bankruptcy, but nevertheless so as such remuneration shall in no case exceed the rate of five pounds per centum on the sum received as produce of the property of the petitioner.

36. *Fees.*—And be it enacted, That no fee or gratuity shall be received or taken by the Court of Bankruptcy, or any district court of bankruptcy, or any solicitor, auctioneer, broker, appraiser, accountant, messenger, or other officer of any such court, for any thing done or to be done in the matter of any such petition, of or from any person whomsoever, except as hereinbefore authorized, and except such fees as shall at any time be specified in a list thereof to be signed by the commissioners of the Court of Bankruptcy authorized to act in the prosecution of fiats in bankruptcy in London, or the major part of them, and such of the commissioners of the said court authorized to act in the prosecution of fiats in bankruptcy in the country as shall be nominated by the Lord Chancellor for that purpose, and to be approved of by the Lord Chancellor, a copy of which list shall be exposed to view in every such court.

37. *Proceedings, or a copy thereof, duly signed, receivable in evidence.*—And be it enacted, That any petition for protection from process, and any proceeding in the matter of such petition purporting to be signed by a commissioner of the Court of Bankruptcy, or a copy of such petition or other proceeding purporting to be so signed, shall in all cases be receivable in evidence of such proceedings having respectively taken place.

38. *Rules and orders made under recited Act to be applicable to this Act.*—And be it enacted, That the rules and orders made by the judges and commissioners of the Court of Bankruptcy under the said recited Act shall extend and be applicable to this Act, except as otherwise provided by this Act: provided always, that it shall be lawful for the commissioners of the Court of Bankruptcy acting in London, or the major part of them, and such of the commissioners of the said court acting in the country as shall be nominated by the Lord Chancellor for that purpose, from time to time to alter or vary such rules and orders, or to make other rules and orders, to be approved of by the Lord Chancellor, for the better carrying into execution the said recited Act, as amended by this Act: provided also, that any such rules and orders may be rescinded or varied as the Lord Chancellor shall direct.

39. *Persons wilfully omitting any thing in schedule guilty of a misdemeanor, and liable to three years' imprisonment. Indictment need only set out the substance of the offence charged.*—And be it enacted, That in case any petitioner for protection from process shall, with intention to defraud the creditors of such petitioner, wilfully and fraudulently omit in his schedule so sworn to as aforesaid any property whatsoever, or retain or except out of such schedule as wearing apparel, bedding, or other necessaries, working tools or implements, property of greater value than twenty pounds, every such person so offending, and any person aiding and assisting him to do the same, shall, upon being thereof convicted by due course of law, be adjudged guilty of a misdemeanor, and thereupon it shall be lawful for the Court before whom such offender shall have been so tried and convicted to sentence such offender to be imprisoned and kept to hard labour for any period not exceeding three years; and that in every indictment or information against any person for any offence under this Act it shall be sufficient to set forth the substance of the offence charged on the person offending, without setting forth the petition, or any proceeding whatever in the matter of such petition, except so much of the schedule of such petitioner as may be necessary for the purpose.

40. *Wilfully making a false oath or affirmation punishable as if guilty of perjury.*—And be it enacted, That if any person who shall make or take any oath or affirmation under or in pursuance of the said recited Act or of this Act shall therein be guilty of wilful falsehood, every such person, being duly convicted thereof, shall be subject to the same pains, penalties, and forfeitures to which persons convicted of wilful and corrupt perjury are or shall be subject.

41. *The Lord Chancellor may issue a fiat in bankruptcy against a trader having filed a declaration of insolvency, upon the petition of the trader himself.*—And be it enacted, That the Lord Chancellor shall have power, upon petition made to him in writing by any trader who shall have filed a declaration of insolvency in manner and form prescribed by the statute in this case made and provided relating to bankrupts, and upon payment of the like sum as is payable upon the granting a fiat upon the petition of a creditor, to be carried to and applicable to the purposes of the account in the Bank of England intituled "The Secretary of Bankrupts' Account," to issue a fiat in bankruptcy against such trader, and to authorize the prosecution thereof in the Court of Bankruptcy in London or in any district court of bankruptcy; and that it shall and may be lawful for such court so authorized as aforesaid, upon the application of such trader, and upon proof of the trading and of the filing of such declaration, or upon the application of any creditor or creditors of such trader to such amount as by the said statute required for a petitioning creditor's debt, and upon proof of the matters requisite to support a fiat issued upon the petition of a creditor, to make the adjudication of bankruptcy under such fiat, and all further proceedings under such fiat shall be thenceforth prosecuted and carried on in like manner as if such fiat had been issued and adjudicated upon on the petition of a creditor of the bankrupt.

42. *Lord Chancellor may attach the country commissioners to districts.*—And be it enacted, That it shall be lawful for the Lord Chancellor from time to time to attach the several commissioners of the Court of Bankruptcy appointed to act in the country to such districts described by her Majesty, with the advice of her privy council, as he shall think fit.

43. *Minute of petitions filed to be transmitted to secretary of bankrupts.*—And be it enacted, That a minute of every petition filed by any trader under the provisions of the said recited Act as amended by this Act shall be transmitted to the Lord Chancellor's secretary of bankrupts at such time and in such manner and form as the Lord Chancellor shall direct.

44. *Lord Chancellor authorized to give necessary directions where Courts shall sit.* 5 & 6 *Vict. c.* 122. —And whereas it may be expedient that the Courts of Bankruptcy should hold sittings in some matters of bankruptcy, or petitions for protection from process, at some place or places at which such courts have not hitherto been used to sit; be it enacted, That it shall be lawful for the Lord Chancellor, at any time or times whenever it shall appear to him under the circumstances of the case to be expedient, by any order or orders, to give the necessary directions in that behalf; and every commissioner and deputy registrar acting under any such order shall have paid to him his travelling and other expenses, in the same manner and out of the same fund as travelling and other expenses are directed to be paid by the Act passed in the sixth year of the reign of her present Majesty, intituled "An Act for the Amendment of the Law of Bankruptcy," to any commissioner or deputy registrar acting for or in aid of any commissioner or deputy registrar in cases provided for by such Act.

45. *Lord Chancellor empowered to appoint a taxing officer. Tenure of office, duties, and removal. General provision as to business of taxing officer.*—And be it enacted, That from and after the passing of this Act it shall be lawful for the Lord Chancellor to appoint some fit and proper person, such person being a barrister of not less five years' standing at the Bar, or who shall have practised as a pleader for not less than five years, or who shall have held the office of registrar or deputy registrar of the Court of Bankruptcy for not less than five years, or an admitted attorney of one of her Majesty's superior courts at Westminster, or of her Majesty's Court of Bankruptcy, in actual practice, of not less than five years' standing on the roll of such court or courts, to be the taxing officer of the Court of Bankruptcy, and to be called the Master of the said court, at such salary, not exceeding one thousand two hundred pounds per annum, as the Lord Chancellor shall think fit, and to be entitled to an annuity not exceeding two-thirds of such salary, if and when such officer shall be effected with some permanent infirmity disabling him from the due execution of his office, such salary or annuity, as the case may be, to be charged upon and paid (without any deduction except the tax on income) out of the same fund and at the same times and in like manner as the salaries or annuities, as the case may be, of the registrars and deputy registrars of the said court; and as and when any vacancy shall occur in such office the same shall be supplied by the Lord Chancellor, by the appointment of some other fit and proper person of like qualifications as aforesaid; and every such taxing officer shall hold his office during his good behaviour, and shall discharge his duties in person, except where otherwise provided by this Act, or by any regulation to be made under this Act, and may be removed from his office by the Lord Chancellor for misconduct; and the business to be transacted by such taxing officer, from and after the passing of this Act, shall be the swearing of such affidavits as may be sworn before any commissioner, registrar, or deputy registrar of the Court of Bankruptcy, and the taxing of such costs taxable by any court of bankruptcy by virtue of any statute now or hereafter to be in force, as the Lord Chancellor shall from time to time by any general or other order direct, subject to review of the Court authorized to tax the same; and the place, time, and manner in which the same shall be conducted shall be such as the Lord Chancellor shall by any such order direct.

46. *Sum to be paid on the taxation of bills.*—And be it enacted, That upon the taxation by virtue of this Act of any bills of fees, charges, or disbursements there shall be paid to the master such sum as the said master shall decide, not less than one shilling nor more than the sum of ten shillings, and also fourpence a folio, over and above the said sum of ten shillings, for every folio exceeding twenty folios of such bill.

47. *Sums received by the master to be paid into the Bank of England, after deducting such sum as the Lord Chancellor thinks fit for expenses of office.*—And be it enacted, That the sums so directed to be paid to and received by the master, and also all fees received by him for swearing affidavits, shall be paid by him, at such times as the Lord Chancellor shall by any order direct, into the Bank of England, to the credit of the accountant in bankruptcy, to the account intituled "The Secretary of Bankrupts' Account," after deducting thereout such sum as the Lord Chancellor shall think fit for the expenses of the said office; and all moneys to be so paid in to the said account shall be applicable to all the purposes of the said account, and be subject to the like orders as other moneys directed to be paid in to the said account.

48. *In case of sickness or other reasonable cause, the duty of the master may be performed by deputy.*—Provided always, and be it enacted, That if the said master shall from sickness or other unavoidable cause have occasion to be absent from the business of his office for a longer period than two months at any one time, then and in every such case it shall be lawful for the Lord Chancellor to give leave of absence, by his order in writing, to such master, and, if necessary, to appoint a deputy in his place during such time as shall be expressed in such order; and the name of such deputy, and the cause and time of such absence, shall be stated in such order; and such deputy may, if occasion require it, be changed by the Lord Chancellor; and every deputy so appointed shall be paid out of the said fund as the salary of the said master is chargeable upon such remuneration for his services as the Lord Chancellor shall direct in such order, not being in any case less than one-third of the amount of the salary of such master.

49. *Registrars, &c. who now receive the surplus of certain fees to be paid in future solely by salary.* 1 & 2 *Wm.* 4, *c.* 56.—And whereas the registrars and deputy registrars of the Court of Bankruptcy, in addition to their respective salaries, are entitled to and now receive the surplus of certain fees authorized to be taken, and the payment or partial payment of such officers by fees has been found to be objectionable; be it enacted, That instead of the salaries and surplus fees heretofore received by such registrars and deputy registrars there shall, from and after the eleventh day of October next, be paid to them by the governor and company of the Bank of England, out of the fund placed to the credit of the accountant in bankruptcy, intituled "The Secretary of Bankrupts' Account," by virtue of any order or orders of the Lord Chancellor to be from time to time made for that purpose, and without any draft from the accountant in bankruptcy, the several salaries hereinafter mentioned; that is to say, the net yearly sum of one thousand two hundred pounds to each of the registrars of the said court appointed under an Act passed in the reign of his late Majesty, intituled "An Act to establish a Court in Bankruptcy," and his successors in such office; the net yearly sum of one thousand pounds to each deputy registrar of the said court, acting as such in the city of London, and his successors in such office; and the net yearly sum of eight hundred pounds to each deputy registrar of the said court, acting as such in the country, and his successors in such office; which salaries shall be free from all taxes, deductions, and abatements whatsoever out of the same or any part thereof (except the tax on income), and shall be paid quarterly, on the eleventh day of January, the eleventh day of April, the eleventh day of July, and the eleventh day of October in every year, by equal portions; and that if any person for the time being holding any of the said offices shall die, resign, or be removed from the same, the executor or administrator of the person so dying, or the person so resigning or being removed, shall be entitled to receive such proportionable part

of his salary as shall have accrued during the time that such person shall have executed his office since the last payment; and that the successor of any such person so dying, resigning, or being removed as aforesaid shall be entitled to receive such portion of his salary as shall be accruing or shall accrue from the day of such death, resignation, or removal.

50. *Fees to be accounted for.*—And be it enacted, That from and after the eleventh day of October next all fees received and taken by or accounted for and paid over to the chief registrar of the Court of Bankruptcy shall be paid by him, at such times as the Lord Chancellor shall by any order direct, into the Bank of England, to the credit of the accountant in Bankruptcy, to the account entitled "Interest arising from the Bankruptcy Fund Account," after deducting thereout such sum as the Lord Chancellor shall think fit for stationery and other incidental expenses of the offices of the chief registrar and the Court of Review; and that the salaries and sums of money to clerks, ushers, and other under-officers of the Court of Bankruptcy heretofore paid by the chief registrar out of such fees shall thenceforth be paid by the Governor and Company of the Bank of England out of the fund standing to such account, under such order or orders as may from time to time be made by the Lord Chancellor, but subject and without prejudice to the payment of all salaries and sums of money by any Act or Acts now in force directed or authorized to be paid thereout; and that on or before the first day of March, one thousand eight hundred and forty-five, if Parliament be then sitting, or, if not, within fourteen days from the commencement of the then next session of Parliament, there shall be laid before Parliament by the said chief registrar a return, made up to the thirty-first day of December then last, of the total amount of all fees received by or accounted for and paid over to him, and of the payment over to the Bank of England (such payment over to the Bank of England to be certified by the Accountant in Bankruptcy), and that a like return shall be afterwards made by him annually at the same period for the year ending the thirty-first day of December then last.

51. *Retiring pension to registrars.*—And be it enacted, That it shall be lawful for the Lord Chancellor, by any order or orders to be by him from time to time made on a petition to be presented to him for that purpose, to order (if he shall think fit) an annuity or clear yearly sum of money to be paid to any person executing the office of chief registrar, registrar, or deputy registrar of the Court of Bankruptcy, and acting in London or in the country, not exceeding two-thirds of the yearly salary which such person shall under this Act be entitled to at the time of presenting such petition, to be paid out of the interest and dividends that have arisen or may arise from the securities now or hereafter to be placed in the Bank of England to the account intituled "The Bankruptcy Fund Account" (but subject and without prejudice as aforesaid), if and when such person shall be afflicted with some permanent infirmity disabling him from the due execution of his office, and shall be desirous of resigning the same; and the annuity or yearly sum mentioned in such order or orders shall be paid by the Governor and Company of the Bank of England out of the interest and dividends of the said securities (but subject and without prejudice as aforesaid) by equal quarterly payments, on the fifth day of January, the fifth day of April, the fifth day of July, and the tenth day of October in every year, to such person, from the period when he shall resign his said office, for the term of his life, free from taxes, except the tax on income.

52. *Compensation to T. A. Warburton for having performed the duties of deputy registrar.*—And whereas one of the deputy registrars of the Court of Bankruptcy has since the twenty-first day of November, one thousand eight hundred and forty-two performed the duties of taxing officer; and during that period the duties of deputy registrar were discharged by Thomas Acton Warburton, esq. barrister-at-law; be it enacted, That out of the fund placed to the credit of the accountant in Bankruptcy, intituled "The Secretary of Bankrupts' Account," there shall be paid to the said Thomas Acton Warburton, by the Governor and Company of the Bank of England, by virtue of an order in writing of the Lord Chancellor, such sum of money, not exceeding eight hundred pounds, as the Lord Chancellor shall think reasonable.

53. *Court may send a registrar to take proof of debts, &c. where expedient. Examinations to be taken down.*—And be it enacted, That the court authorized to act in the prosecution of any fiat in bankruptcy or any petition for protection from process, shall have power, whenever it shall seem expedient to such court, to direct a deputy registrar of such court to act in the prosecution of such fiat or petition for proof of debts, and the examination of parties or witnesses on oath, or for either of such purposes, subject to such rules and regulations as the Lord Chancellor shall from time to time think fit to make in that behalf; the travelling expenses of such officer to be settled by such court, and paid out of the estate of the bankrupt or petitioner, as the case may be, and such officer so acting shall have and exercise the power vested in such court for proof of debts and examination of parties or witnesses, except the power of commitment: provided always, that all such examinations of parties or witnesses shall be taken down in writing, and shall be annexed to and form part of the proceedings under such fiat or petition, as the case may be.

54. *Style of deputy registrars of the Court of Bankruptcy.*—And be it enacted, That from and after the passing of this Act the deputy registrars of the Court of Bankruptcy and their successors, whether acting in London or in the country, shall be called the registrars of the said court.

55. *Repealing provisions in 5 & 6 Wm 4, c. 29, as to fees receivable by accountant in bankruptcy.*—And whereas by an Act which passed in the sixth year of the reign of King William the Fourth, intituled "An Act for investing in Government Securities a portion of the Cash lying unemployed in the Bank of England belonging to Bankrupts' Estates, and applying the Interest thereon in discharge of the Expenses of the Court of Bankruptcy; and for the Relief of the Suitors in the said Court; and for removing Doubts as to the Extent of the Powers of the Court of Review and of the Subdivision Courts," it is enacted that the salaries hereinbefore provided shall be in lieu of all fees and emoluments whatsoever, and that all such fees and emoluments, whether for commission, brokerage, or otherwise, as are now receivable by the said accountant-general of the Court of Chancery in matters of bankruptcy, shall, from and after the appointment of the said accountant in bankruptcy, be received by him and paid into the Bank in the name of the said last-mentioned accountant, and be carried to the credit of the said account to be intituled "Interest arising from the Bankruptcy Fund Account," and be applicable to all the purposes of the said account: And whereas the said enactment requires alteration; be it enacted, That the said enactment shall be repealed.

56. *Salary of accountant.*—And be it enacted, That the salary allowed to the accountant shall be in lieu of all fees and emoluments whatsoever, and that the accountant shall not, directly or indirectly, receive any sum either for commission, brokerage, or otherwise, but only the sum expressly allowed to him as his salary; that from henceforth the broker shall transact the brokerage business of the accountant's office upon such terms as the accountant and any two of the commissioners of the Court of Bankruptcy to be appointed by the Lord Chancellor shall, with the approbation of the Lord Chancellor, determine; and that the sum paid to the broker shall be charged by the accountant to the estate for which the investment or sale shall be made; and that when such sum to be paid to the broker shall be determined, it shall be lawful for the Lord Chancellor to direct the payment or any part of it to be made from such time retrospectively and prospectively as to him may seem just.

57. *Arrest upon final process in an action for debt not exceeding 20l. and costs abolished.*—And whereas it is expedient to limit the present power of arrest upon final process; be it enacted, That from and after the passing of this Act no person shall be taken or charged in execution upon any judgment obtained in any of her Majesty's superior courts, or in any county court, court of requests, or other inferior court, in any action for the recovery of any debt wherein the sum recovered shall not exceed the sum of twenty pounds, exclusive of the costs recovered by such judgment.

58. *Persons in execution at the time of passing this Act, where the debt shall not exceed 20l. and costs, shall be discharged on application to a judge. Proviso for discharge fraudulently obtained. Sheriffs, &c. not liable as for escape. Judgment to remain in force notwithstanding the discharge of the debtor.*—And be it enacted, That all persons in execution at the time of passing this Act, upon any judgment obtained in any of the courts aforesaid in any action for the recovery of any debt wherein the sum recovered shall not exceed the sum of twenty pounds, exclusive of the costs recovered by such judgment, shall and may, upon the application of every such person or persons for that purpose, made at any time after the passing of this Act, to a judge of one of her Majesty's superior courts of law at Westminster, or to the court in which such judgment shall have been obtained, to the satisfaction of such judge or court, be forthwith discharged out of custody as to such execution by an order of such judge or court: provided always, that if it shall happen that any such discharge shall have been unduly or fraudulently obtained upon any false allegation of circumstances, which, if true, might have entitled the prisoner to be discharged by virtue of this Act, such prisoner shall, upon the same being made to appear to the satisfaction of the judge or court by whose order such prisoner shall have been so discharged, be liable to be again taken in execution, and remanded to his former custody by an order of such judge or court: provided also, that no sheriff, gaoler, or other person whatsoever shall be liable as for the escape of any such prisoner in respect of his enlargement during such time as he shall have been at large by means of such his undue discharge as aforesaid: provided also, that, for and notwithstanding the discharge of any debtor or debtors by an order of any such judge or court in manner aforesaid, the judgment whereupon any such debtor or debtors was or were taken or charged in execution shall nevertheless remain and continue in full force, to the intent and purpose that the judgment creditor or creditors may have and take remedy and execution upon every such judgment against the property and effects of any such debtor or debtors, in such manner and form as such creditor or creditors otherwise could or might have done in case such debtor or debtors had never been taken or charged in execution upon such judgment, and it shall be lawful for such creditor or creditors to have and take such remedy and execution.

59. *Power of imprisonment for fraud.*—Provided always, and be it enacted, That if at any time it shall appear to the judge who shall try such cause, being either a judge of one of the superior courts, or a barrister or attorney at law, that the defendant, in incurring the debt or liability which may be the subject of demand, has obtained credit from the plaintiff under false pretences, or with a fraudulent intent, or has wilfully contracted such debt or liability without having at the same time a reasonable assurance of being able to pay or discharge the same, or shall have made or caused to be made any gift, delivery, or transfer of any personal property, or shall have removed or concealed the same with an intent to defraud his creditors or any of them, it shall be lawful for such judge, if he shall think fit, to order that such defendant may be taken and detained in execution upon such judgment in like manner and for such time as he might have been if this Act had not been passed, or for any time not exceeding six calendar months in any case in which the time for which a person taken in execution under process issuing out of any such court could lawfully be detained in custody, according to the constitution of the said court, before the passing of this Act, is less than six calendar months, whether or not execution against the goods and chattels of such defendant shall have issued as hereinafter provided.

60. *Execution against the goods.*—And be it enacted, That whenever the judge of any such court shall have made an order for the payment of money the amount shall be recoverable, in case of default or failure of payment thereof forthwith, or at the time or times and in the manner thereby directed, by execution against the goods and chattels of the party against whom such order shall be made; and the clerk of the said court, at the request of the party prosecuting such order, shall issue, under the seal of the court, a writ of *fieri facias*, as a warrant of execution to one of the bailiffs of the court, who by such warrant shall be empowered to levy, by distress and sale of the goods and chattels of such party within the jurisdiction of the said court, such sum of money as shall be so ordered, and also the costs of the execution; and all constables and other peace officers within their several jurisdictions shall aid in the execution of every such warrant.

61. *Execution not to issue till after default in payment of instalment.*—And be it enacted, That if the judge of any such court shall have made any order for payment of any sum of money by instalments, execution upon such order shall not issue against the party until after default in payment of some instalment according to such order, and execution or successive executions may then issue for the whole of the said sum of money and costs then remaining unpaid, or for each successive instalment and costs remaining from time to time unpaid, as the judge shall order, either at the time of making the original order, or at any subsequent time, under the seal of the court.

62. *Power to suspend execution in certain cases.*—And be it enacted, That if it shall at any time appear to the satisfaction of the judge of any such court, by the oath or affirmation of any person, or otherwise, that any defendant is unable, from sickness or unavoidable accident, to pay and discharge the debt or damages recovered against him, or any instalment thereof ordered to be paid as aforesaid, it shall be lawful for the judge, in his discretion, to suspend or stay any judgment, order, or execution given, made, or issued in such action for such time as the judge shall think fit, and so from time to time until it shall appear, by the like proof as aforesaid, that such temporary cause of disability has ceased.

63. *Execution to be suspended on payment of debt and costs.*—And be it enacted, That in or upon every such warrant of execution issued against the goods and chattels of any person whomsoever the clerk of the court shall cause to be inserted or indorsed the sum of money and costs adjudged, with the increased costs allowed for such execution; and if the party against whom such execution shall be issued shall, before an actual sale of the goods and chattels, pay or cause to be paid or tendered unto the clerk of the said court, or to the bailiff holding the warrant of execution, such sum of money and costs as aforesaid, or such part thereof as the person entitled thereto shall agree to accept in full of his debt or damages and costs, together with such fees as shall have been lawfully incurred by him in the suit on which such execution issued, the execution shall be superseded.

64. *Bailiffs made answerable for neglect to levy.*—And be it enacted, That in case any bailiff of any such court who shall be employed to levy any execu-

tion against goods and chattels shall, by wilful or notorious neglect or connivance or omission, lose the opportunity of levying any such execution, then, upon complaint of the party aggrieved by reason of such neglect, connivance, or omission (and the fact alleged being proved to the satisfaction of the Court out of which execution issued, on the oath of any credible witness), the judge shall order such bailiff to pay such damages as it shall appear that the plaintiff has sustained thereby, not exceeding in any case the sum of money for which the said execution issued, and the bailiff shall be liable thereto; and upon demand made thereof, and on his refusal so to pay and satisfy the same, it may be recovered against him by such ways and means as are provided for the recovery of debts adjudged in the said court.

65. *Remedies against bailiffs and other officers.*—And be it enacted, That if any bailiff or officer of any such court, acting under colour or pretence of the process of the said court, shall be charged with extortion or misconduct, or with not duly paying or accounting for any money levied by him under the authority of the Court, it shall be lawful for the judge to inquire into such matter in a summary way, and for that purpose to summon and enforce the attendance of all necessary parties in like manner as the attendance of witnesses in any suit before him may be enforced, and to make such order thereupon for the repayment of any money extorted, or for the due payment of any money so levied as aforesaid, and for the payment of such damages and costs, as he shall think just; and in default of payment of any money so ordered to be paid the same may be recovered by such ways and means as are provided for the recovery of debts adjudged in the said court.

66. *Execution against the goods to be within the provisions of* 7 & 8 *Geo.* 4, *c.* 17.—And be it enacted, That every sale of goods which shall be taken in execution under process issuing from any such court for the recovery of small debts shall be taken to be within all the provisions of an Act passed in the eighth year of the reign of King George the Fourth, intituled "An Act to extend the Provisions of an Act made in the Fifty-seventh year of King George the Third, for regulating the Costs of certain Distresses."

67. *Landlord's lien for rent restrained.*—And be it enacted, That no landlord of any tenement let at a weekly rent shall have any claim or lien upon any goods taken in execution under the process of any court of law for more than four weeks' arrears of rent; and if such tenement shall be let for any other term less than a year, the landlord shall not have any claim or lien on such goods for more than the arrears of rent accruing during four such terms or times of payment.

68. *Claims as to goods taken in execution to be adjudicated in court.*—And be it enacted, that if any claim shall be made to or in respect of any goods or chattels taken in execution under the process of any court for the recovery of small debts, or in respect of the proceeds or value thereof, by any landlord for rent, or by any person not being the party against whom such process has issued, it shall be lawful for the clerk of the court out of which such execution issued, upon application of the officer charged with the execution of such process, either before or after any action brought against such officer, to issue a summons calling before the Court out of which such execution issued both the party issuing such process and the party making such claim, and thereupon any action which shall have been brought in any of her Majesty's superior courts at Westminster, or in the Court of Common Pleas at Lancaster, or in any local or inferior court, in respect of such claim, shall be stayed; and the court in which such action shall have been brought, or any judge thereof, on p. of the issue of such summons, and that the goods and chattels were so taken in execution, may order the party bringing such action to pay the costs of all proceedings had upon such action after the issue of such summons; and the judge of the court for the recovery of small debts out of which such execution issued shall adjudicate upon such claim, and make such order between the parties in respect thereof, and of the costs of the proceedings, as to him shall seem fit; and such order shall be enforced in like manner as any order made in any suit brought in such court.

69. *Distress not unlawful for want of form.*—And be it enacted, That where any distress shall be made for any sum of money to be levied by virtue of this Act the distress itself shall not be deemed unlawful, nor the party making the same be deemed a trespasser, on account of any defect or want of form in the information, summons, conviction, warrant of distress, or other proceeding relating thereto, nor shall the party distraining be deemed a trespasser from the beginning on account of any irregularity which shall afterwards be committed by the party so distraining, but the person aggrieved by such irregularity may recover full satisfaction for the special damage in an action upon the case.

70. *Compensations to persons whose emoluments will be diminished.*—And be it enacted, That every person entitled to any fees or salary for his services as a judge or other officer of any court, and every keeper or other officer of any debtors' prison, whose emoluments shall be diminished under the operation of this Act, so far as the same relates to or restrains imprisonment for debt, shall be entitled to make a claim for compensation to the Commissioners of her Majesty's Treasury within twelve calendar months after the passing of this Act; and it shall be lawful for the said commissioners, in such manner as they shall think proper, to inquire what were the lawful fees and emoluments of the claimant or claimants before the passing of this Act in respect of which such compensation should be allowed, and how the same have been affected under this Act, by reason of the decrease of the number of causes or otherwise; and the commissioners in each case shall take into account the manner of appointment of every such judge, officer, and person, and his term or interest in his office or employment, and all other circumstances of the case, and shall award such gross or yearly sum, and for such time, as they shall think just to be awarded, upon consideration of the special circumstances of each case, and shall order and direct such compensation to be paid out of the consolidated fund of the United Kingdom of Great Britain and Ireland.

71. *Inquiry into amount of compensation.*—And be it enacted, That the Commissioners of her Majesty's Treasury shall have power from time to time to appoint such and so many persons to be commissioners for enabling them to ascertain the amount of compensation to be awarded under this Act as to them shall appear fit and necessary; and every such commissioner shall ascertain the gross and net annual value, according to a fair average of seven years before the passing of this Act, or, if the Court shall not have been established with its present jurisdiction for seven years, then for the period during which the court shall have been established with its present jurisdiction, of any fees and emoluments the consideration of which shall be referred to him by the said commissioners of the treasury, and shall be empowered to inquire into and ascertain as well the legality as the amount of such fees and emoluments, and the manner of appointment of the person entitled thereto, and his term or interest in his office or employment, and such other circumstances of the case as shall be necessary for ascertaining the amount of such compensation.

72. *Appointment of assessors of inferior courts.*—And whereas there are divers courts of request and other inferior courts for the recovery of small debts not presided over by a barrister or an attorney at law as judge or assessor; be it enacted, That it shall be lawful for the commissioners of any such court, if they shall think fit, with the approval of one of her Majesty's principal secretaries of state, to appoint any person, being a barrister who shall have practised as a barrister for at least seven years then last past, or an attorney at law of one of the superior courts of common law at Westminster, or of the court of Common Pleas at Lancaster, who shall have practised as an attorney for at least ten years, to be the assessor of such court, and to direct what fees shall be paid to such assessor by the suitors of such court, not exceeding the fees in the schedule marked (B) hereunto annexed; and it shall be lawful for the said Secretary of State to remove any such assessor for incompetence or misbehaviour: provided always, that no assessor so to be appointed shall be deemed to be entitled to any compensation for the loss of his office, or for any diminution in the value thereof, by reason of the passing of any general Act for the recovery of small debts.

73. *Construction of the Act.*—And be it enacted, That in construing this Act, the word "property" shall mean and include all the real and personal estate and effects of the petitioner within this realm and abroad (except the wearing apparel, and such other articles of the value in that behalf aforesaid as may by this Act be excepted from the operation of the said recited Act and this Act), and all the future estate, right, title, interest, and trust of such petitioner in or to any real or personal estate and effects within this realm or abroad which such petitioner may purchase, or which may revert, descend, be devised or bequeathed, or come to him before he shall have obtained the final order, and all debts due or to be due to such petitioner before he shall have obtained such final order; and the words "oath" and "affidavit" shall mean and include affirmation, where by law such affirmation shall be required or may be taken in place of an oath; and all powers given to or duties directed to be performed by the Lord Chancellor may be performed by the Lord Keeper or Lords Commissioners of the Great Seal; and the word "judge," as applied to any court for the recovery of small debts, shall mean and include the county clerk, judge, steward, and assessor, or the person holding or presiding in such court; and every word importing the singular number only shall extend and be applied to several persons or things as well as one person or thing, and bodies corporate as well as individuals; and every word importing the plural number shall extend and be applied to one person or thing as well as several persons or things; and every word importing the masculine gender only shall extend and be applied to a female as well as a male (unless, in the cases above specified, a different construction shall be provided, or the construction be repugnant to the subject matter or context); and the provisions of the said recited Act and of this Act shall be construed by analogy to the law of bankruptcy, except where otherwise therein respectively expressed, and in the most beneficial manner for promoting the ends intended by the said recited Act and by this Act.

74. *Recited Act not to be affected, except as herein provided.*—And be it enacted, That nothing herein contained shall be construed to repeal, affect, or in any manner alter the provisions of the said recited Act, except so far as herein above expressly provided, or except so far as the provisions of the said recited Act may be inconsistent with or at variance with the provisions of this Act.

75. *Act may be altered this session.*—And be it enacted, That this Act may be altered, amended, or repealed by any Act to be passed in the present session of Parliament.

SCHEDULE.

(A. No. 1.)

Form of Petition for Protection from Process.

To the Court of Bankruptcy, London.

or

To the District Court of Bankruptcy.

The humble petition of

[*Insert at full length the name, address, and quality of the petitioner, and also the description of the trade or business or (if more than one) trades or businesses which he carries or has carried on during his twelve months' residence within the district of the court.*]

Sheweth, that your petitioner is not a trader within the meaning of the statutes now in force relating to bankrupts.

[*If a trader, strike out the word "not," and add after the word "bankrupts" the words "but owing debts amounting in the whole to less than 300l."*]

That your petitioner has resided twelve calendar months within the district of this honourable court; that is to say,

[*Insert the places and periods of residence.*]

That your petitioner has become indebted to divers creditors, whose names are inserted in the Schedule (A.) [*or as the case may be*] to this his petition annexed, and that he is unable to pay his debts in full.

That your petitioner has examined the said schedule, and that such schedule contains a full and true account of your petitioner's debts, and the claims against him, with the names of his creditors and claimants, and the dates of contracting the debts and claims severally, as nearly as such dates can be stated, the nature of the debts and claims, and securities (if any) given for the same, and that there is reasonable ground in his belief for disputing so much of the debts as are thereby mentioned as disputed, and also a true account of the nature and amount of his property, and an inventory of the same, and of the debts owing to him, with their dates, as nearly as such dates can be stated, and the names of his debtors, and the nature of the securities (if any) which he has for such debts; and that the said schedule doth also contain a balance-sheet of so much of his receipts and expenditures as is required by this honourable court in that behalf, and doth fully and truly describe the wearing apparel, bedding, and other such necessaries of your petitioner and his family, and his working tools and implements.

That your petitioner has not parted with or charged any of his property (except for the necessary support of himself and his family, and the necessary expenses (not exceeding £) of this his petition, or in the ordinary course of trade), at any time within three months of the date of filing this his petition, or at any time with a view to this petition.

That your petitioner is desirous that his estate should be administered under the protection and direction of this honourable court, and that he verily believes such estate is of the value of £ at the least unincumbered, and beyond the value of his wearing apparel, and other matter which your petitioner is authorized to except by this Act, and that the same is available for the benefit of his creditors.

(*a*) That your petitioner submits to this honourable court the proposal for the payment of his debts contained in the said schedule.

That your petitioner is ready and willing to be examined from time to time touching his estate and effects, and to make a full and true disclosure and discovery of the same.

Your petitioner, therefore, prays such relief in the premises as by the statutes now in force for the relief of insolvent debtors may be adjudged by this honourable court.

And your petitioner shall ever pray, &c. &c.

Signed by the said petitioner on the

Day of . 184 in the presence of

(*a*) Omit this paragraph if no special proposal.

of attorney or agent in the matter of the said petition.

(A. No. 2.)

Affidavit verifying petition and schedule.

In the Court of Bankruptcy, London,

or

In the District Court of Bankruptcy.

A B of the petitioner named in the petition hereunto annexed [*if the petitioner affirm, alter accordingly*], maketh oath and saith, that the several allegations in the said petition, and the several matters contained in the schedule hereunto annexed, are true.

Sworn, &c.

(A. No. 3.)

Final order for protection from process.

In the Court of Bankruptcy, London,

or

In the District Court of Bankruptcy.

In the matter of the petition of of in the of an insolvent debtor, and not being a trader within the meaning of the statutes now in force relating to bankrupts [*or* and being a trader within the meaning of the statutes now in force relating to bankrupts, but owing debts amounting in the whole to less than three hundred pounds].

BE it remembered, that the said having presented his petition for protection from process to this honourable court, and such petition having been duly filed in court, and the said petitioner having duly appeared, and been examined touching his debts, estate, and effects, and it appearing to the undersigned commissioner that the said by virtue of the statutes in that case made and provided, is entitled to the protection of his person from being taken or detained under any process whatever in respect of the several debts and claims hereinafter mentioned, a final order is hereby made to protect the person of the said from being taken or detained under any process whatever in respect of the several debts and sums of money due or claimed to be due at the time of filing his petition from the said petitioner to the several persons named in his schedule as creditors or as claiming to be creditors for the same respectively, or for which such persons shall have given credit to the said petitioner before the time of filing his petition, and which were not then payable, and as to the claims of all other persons not known to the said petitioner at the time of making this order, who may be indorsers or holders of any negotiable security set forth in his said schedule: And it is hereby directed, that the proposal of the said petitioner, set forth in his petition, for the payment of his debts, be carried into effect in the following manner; that is to say,

Given under my hand, this of 184 .

(Signed) Commissioner.

SCHEDULE (B).

Assessor's fees.	*s.*	*d.*
For every summons	1	0
For every hearing or trial . . .	2	6
For every order, decree, or judgment .	1	0

POST-OFFICE ESPIONAGE.

COMMONS' REPORT.

(*Continued from page* 381.)

After the restoration, Charles II. granted, by letters patent, August 14, 1660, to Henry Bishopp, for the term of seven years, the office of the master of running messengers, formerly held by Lord Stanhope and others, &c.; and by a separate indenture, dated September 1, agreed to farm to the said H. Bishopp, for the term of seven years, all powers and profits expressed in the "pretended" Act of 1657, for the annual rent of 21,500*l.* payable quarterly. The said Bishopp agreed, at the rates stated in the said "pretended" Act of Parliament, and no higher rates, to defray the whole charges of maintaining the said office; the king agreeing that the Parliament shall be moved speedily and effectually to pass an Act of Parliament, in the due and usual form, for settling the said postage and the profits thereof on his Majesty, as part of his said Majesty's revenue.

On the 12th of September, 1660, it was ordered by the Lords and Commons, in Parliament assembled, that the office of postmaster, and the postage and carriage of letters, domestic and foreign, should continue to be exercised by the same persons now employed thereon by his Majesty, their agents and servants, according to the same rates and rules now practised, and without the interruption of any person or persons whatever, until the 6th day of November next ensuing. And in December, 1660, an Act was passed agreeing nearly, *mutatis mutandis*, in its enacting clauses with that of 1657.

The passing of this Act was followed by a proclamation for quieting Bishopp in the execution of his office. On his surrendering it in 1663, it was granted to Daniel O'Neale, one of the grooms of the chamber, who farmed it for the remainder of Bishopp's original term, and on the same conditions. A proclamation followed O'Neale's appointment. An Act passed in 1663, for settling the profits of the Post-office on the Duke of York and his heirs male; and two proclamations followed, one in 1669, the other in 1683, for enforcing the due execution of the said Acts. On the expiry of O'Neale's lease, in 1667, Lord Arlington was appointed Postmaster-General, and a proclamation followed for quieting him in the execution of his office. No statute for altering the management of the Post-office, or the rates of postage, was passed during the reign of James II. and William III. nor until the 9th year of Anne.

In reviewing that period of the history of the country which commences with 1641, your committee beg to notice the following incidents, as bearing on the subject of their inquiry.

Repeated stoppages of the foreign mails were made by the orders of the two Houses, and committees were appointed, composed of the members of both Houses, to open and read the letters stopped. On one of those occasions Mr. Pym reported the answer of the Lords to a message from the Commons to stop the foreign mails, "that they did yield to the opening of letters; but it would be very inconvenient if often used."

The opening and detention of the letters coming from France and Antwerp in Nov. 1641, led to a complaint to the King and to the Lords from the ambassador of the republic of Venice.

The preamble to the Act of Cromwell's Parliament for settling the postage of England, Scotland, and Ireland, enumerates among the advantages of the post, that it is the best means "to discover and prevent many dangerous and wicked designs which have been and are daily contrived against the peace and welfare of the Commonwealth, the intelligence whereof cannot well be communicated but by letter of escript."

It scarcely needed this evidence to prove that during the Protectorate recourse was had to the expedient of opening letters. This fact is sufficiently apparent from the number of letters designated as "intercepted letters," in the state correspondence of Secretary Thurloe.

No preamble similar to that which the Act of Cromwell contains appears in the statute of Charles II. for erecting and establishing a Post-office. But in the lease granted to Bishopp, of the profits to arise from the Post-office under the Act, which Parliament was to be moved by his Majesty speedily and effectually to pass, it is agreed that the lessee shall permit and suffer the said Secretaries of State for the time being, or either of them, from time to time, and at all times during the proposed term, to have the survey and inspection of all letters within the office or offices aforesaid, at their or either of their discretion. And the same power is reserved to the Secretaries of State in the lease granted to Bishopp's successor, O'Neale.

In the proclamation which immediately followed the passing of the statute of 1660 1, the practice of opening, by authority of the Secretary of State, letters lawfully conveyed, is not mentioned; but in the proclamation which followed the appointment of Bishopp's successor, O'Neale, the words occur, which correspond to those afterwards introduced into the statute of Anne:—

"And we do further charge and command that no postmasters or other officers, that shall be employed in the conveying of letters, or distributing of the same, or any other person or persons of quality or condition soever they be, except by the immediate warrant of our principal Secretaries of State, shall presume to open any letters or packets not directed unto themselves, or that they, or any other persons whatsoever, do stop any Mayl in the passage to or from London, or any other place whither the same is consigned and directed, but shall truly and faithfully deliver the same, without any opening, concealing, or retarding the delivery thereof." These words are not repeated in the subsequent proclamations of 1667, 1669, 1683, and 1685.

As to letters unlawfully conveyed, it is directed in the proclamations of 1660 1 and 1667, that they be seized and sent to the Privy Council; in those of 1669, 1683, and 1685, that they be considered as letters of dangerous consequence, and be seized and sent to one of the Secretaries of State, or to the Privy Council, to the end that the persons conveying or sending them may be proceeded against according to law; in that of 1663, that they be seized and carried to the General Post-office, "there to be disposed of for the benefit of all such of his Majesty's loving subjects as may be concerned therein."

Although, after quoting the cited clauses from the leases granted to Bishopp and O'Neale, and the words from the proclamation of 1663, no reasonable doubt can be entertained that the governments of the different monarchs who reigned between 1660 and 1711 had frequently recourse to the practice of opening letters, yet the only instance during that period that has come under the notice of your committee, is that of Coleman, one of the victims of the Popish plot.

Your committee now come to the period subsequent to the passing of the 9th of Anne, the first statute which recognized the practice of opening letters, now under consideration.

Before they proceed to avail themselves of the information laid before them, which has proved to them that the 40th and 41st sections of this Act did not remain a dead letter, they will notice several occasions in the last century on which, both in Parliament and in courts of judicature, this practice was brought distinctly under public attention.

About eleven years after the passing of the Act, viz. in the year 1722-3, in the course of the proceedings had on passing the Bills of Pains and Penalties against the Bishop of Rochester, and his two associates, Kelly and Plunket, the principal evidence adduced against the parties accused was that of post-office clerks and others, who, in obedience to warrants from the Secretary of State, had detained, opened, copied, and deciphered letters to or from those parties. In the committee on the bill against Atterbury, in the House of Peers, the clause of the statute of Anne was referred to and commented on by the bishop's counsel, who raised a doubt whether the copying of a letter were sanctioned by the Act; but in no one of these three cases was any question raised as to the legality of the warrants.

In 1735, complaint being made in the House of Commons by certain of the members, that their letters had been opened and read by the clerks of the Post-office, on the pretence of ascertaining whether or no the franks of those members were counterfeited, and a copy of his Majesty's warrant, whereby letters of members and certain public functionaries were permitted to pass free from postage, being read, it was ordered that the copy of the said warrant be referred to the consideration of a committee, and that they do examine the matter thereof, and report the same, with their opinions thereon, to the House; and on the committee making its report, the House resolved, *inter alia*, "That it is a high infringement of the privilege of the knights, citizens, and burgesses, chosen to represent the Commons of Great Britain in Parliament, for any postmaster, his deputies or agents, in Great-Britain or Ireland, to open or look into, by any means whatsoever, any letter directed to or signed by the proper hand of any member without an express warrant in writing under the hand of one of the principal Secretaries of State for every such opening and looking into, or to detain or delay any letter directed to or signed with the name of any member, unless there shall be good reason to suspect some counterfeit of it, without an express warrant of a principal Secretary of State, as aforesaid, for every such detaining or delaying."

Sir Robert Walpole and Mr. Pelham are said to have agreed to the appointment of this committee, on an understanding that it should not inquire into any thing that might tend to discover the secrets of government. In 1742, however, the secrets of Sir Robert Walpole's Government were somewhat rudely pried into by the secret committee appointed "to inquire into the conduct of the Earl of Orford, during the last ten years of his being First Lord of the Treasury, and Chancellor and Under Treasurer of his Majesty's Exchequer."

That committee in its report gave a description of the establishment for inspecting letters, as maintained by the governments over which Sir Robert Walpole had presided; but abstained from stating on what particular occasions that establishment had been made available.

It appears from the information laid before your committee, that under the pressure of the rebellion of 1715, which followed almost immediately on the downfal of the administration of Sir Robert Walpole, his successors issued warrants for stopping and opening post letters of a very general and unlimited character.

In the year 1758, Dr. Hensey, a physician, was tried on a charge of high treason, being accused of a treasonable correspondence with the enemy. The principal evidence on which he was convicted was that of a letter-carrier and a Post-office clerk, the latter of whom had opened Dr. Hensey's letters, and delivered them to the Secretary of State.

In 1764, a select committee of the House was appointed to inquire into the abuses of franking letters; and the chairman, Mr. Dyson, was directed by the committee to move the House, "That it be an instruction to the committee, that they have power to inquire into the abuses committed at the Post-office, by opening inland letters:" the motion, however, was negatived.

The last instance that has come to the knowledge of your committee, in which this power was exercised under circumstances of public notoriety, is that of the trial of Horne Tooke for high treason, in 1795. A letter written to him by Mr. Joyce, a printer, was intercepted at the Post-office, and was stated by the prisoner to have been the immediate occasion of his apprehension. On his requiring its production, it was produced in court by the Crown officers, and given in evidence.

It is now so long since any public trial has taken place, in which facts ascertained by opening and detaining letters at the Post-office have been adduced in evidence, that it seems to have been nearly forgotten by the public that such a practice ever existed.

Your committee, having gone through the proofs, of a more public character, that the governments of past times have authorized the detaining and opening of post letters, and given notoriety to the exercise of that authority, and that the fact has, on several occasions, been brought under the notice of Parliament and the courts of law, proceed now to shew (from evidence of a more secret and confidential nature) to what extent this practice has been carried on, by the same authority, during the past and present centuries. Before entering, however, on this head of inquiry, they consider it proper to observe, that they have had before them, with few exceptions, every person now living who has held the seals of Secretary of State, for Home or Foreign Affairs, since the year 1822, as well as two noblemen who have discharged the office of Lord-Lieutenant of Ireland, and several persons who have held confidential situations under them; and they have further examined the present Postmaster-General, the secretaries of the Post-office for England and Ireland, together with several of the most confidential officers in every branch of the Foreign-office, the Home-office, and the Post-office; and that all these witnesses, without exception, have made to your committee the most full and unreserved disclosures; so much so as to have rendered it superfluous for your committee to examine any other witnesses.

Of the number and nature of warrants for opening and detaining post letters issued by Secretaries of State, from the year 1712 to the year 1798 inclusive, your committee are able to render only a very incomplete account, compiled partly from the books of the Home Department, partly from the records at the State-Paper-office. It appears that, during that term of years, it was not the practice to record such warrants regularly in any official book.

That this account is what the committee describe it to be, very incomplete, is manifest from the small number of warrants that enter into it, considering the length of the term of years. From 1712 to 1798 inclusive, a term of 87 years, the number of warrants, of which any account has been obtained, is but 101; and of that number 11 only belong to the last 20 eventful years of the term, including the period of the French Revolution. In this account, moreover, certain cases are not included, in which it is known, from reports of public trials, and other independent sources of evidence, that letters were opened and detained, such as those of Atterbury, Plunket, Kelly, Hensey, and Horne Tooke.

From the commencement of the present century, if not from an earlier period, down to the present time, the practice has been, with very few exceptions, for such warrants to issue only from the Home-office, although another Secretary of State has occasionally signed the warrant in the absence of the Secretary of State for the Home Department.

(*To be continued.*)

THE MAGISTRATE.

Summary.

Sir James Graham's Bills for regulating Parochial Settlements and for fixing the fees of Magistrates' Clerks, Clerks of the Fees, and Clerks of the Assize, are in type, but at the moment we write it is uncertain whether it will be possible to find room for them, in consequence of the urgent necessity for publishing some new statutes, an immediate acquaintance with which is essential to the practitioner; but they sh[illegible] appear with the least possible delay. When time has been permitted for the mature consideration of the provisions of these important measures, they will be made the subject of attentive review in the columns of the Law Times.

The following letter has appeared in one of the daily papers. Its remarks are very just:—

CLERKS OF PETTY SESSIONS.

TO THE EDITOR OF THE TIMES.

Sir,—I beg to direct your attention to the following clause in the Bill which has been recently introduced into the House of Commons:—

"And be it enacted, That if one hour shall elapse from the time appointed for holding any petty session of the peace without the attendance of the clerk or his deputy, the session shall be thereby adjourned until the next day appointed for holding the sessions; and at the next petty session of the peace which shall be holden, an entry of all such adjournments for want of attendance of the clerk shall be made in the minutes of the proceedings. And in case one hour from the time so appointed shall elapse without the attendance of at least one justice, the session shall be thereby adjourned to the next day appointed for holding the petty sessions; and in every such case, and also in case one hour shall elapse without the attendance of at least two of the justices, the clerk shal make an entry of the fact in the minutes of the proceedings, and a report of every such failure or irregularity of attendance shall be made by the clerk of petty sessions to the clerk of the peace for the county, who shall lay an abstract of all such reports before the justices assembled in quarter session, and the justices shall cause the clerk of the peace to send a copy of such abstract, with any remarks which they may be desirous of sending therewith, to the Secretary of State; provided always, that any one justice who may be in attendance at the time and place appointed may proceed to act in all matters cognizable at such session for which the presence of two justices is not requisite, and shall then adjourn the session; and any justices who may be in attendance before such adjournment of the session may proceed to act as if they had been in attendance at the time appointed, and nothing herein contained shall authorize the departure of any person summoned to attend such petty session until the matter upon which he was summoned shall have been heard, or until the session shall be adjourned or concluded."

From the discussion to which this measure has given rise both in Parliament and beyond the walls of St. Stephen's, justices and justices' clerks were led to expect that some well-digested and complete measure would have been introduced, far different to the crude, ill-designed, and ill-drawn Bill, as at present prepared. The Bill bears sufficient testimony on the face of it that no practical person, no well-skilled practitioner, thoroughly acquainted with his subject, was consulted in framing it; and I imagine that it never can be intended seriously attempt to pass a Bill with such enactments. The clause which I have set forth is far too absurd and ridiculous to form part of a statute; yet pray remark the spirit in which it is framed, ill-concealed by the scant cloaking of its words. If the clerk makes default in attendance for one hour he is to enter his default in the minute-book, and report his own default to the clerk of the peace, which of course would be very likely to be most punctually done! Then if one hour should elapse without the attendance of one justice, and one hour should elapse without the attendance of two justices, a report of such irregularity of attendance is to be made by the clerk of the petty sessions to the clerk of the peace, who is to lay the report before the justices of the county in general sessions, and from them the report is to reach the Secretary of State, whereupon, no doubt, the Secretary of State will write word to the justices, "Really you are very naughty boys for not attending punctually to your task; just look at the hours I have recorded against you for being absent; I must prevent this, and impose a task upon you and a fine, which shall be this—henceforth you must have a paid magistrate who will attend to the minute." This attempt to introduce stipendiary magistrates throughout the country, under the cloak of paying clerks to the justices fixed salaries, is a clumsy and a stupid trick. I do not think that the contrivance is a scheme of Sir James Graham's, but of some puppets which pull the string behind the shelter of a screen. The consideration of this matter affects country gentlemen generally, and as a ten-hours Bill and a twelve-hours Bill engaged the attention of Parliament during the last session, it seems that a one-hour Bill is to engage the serious attention of the next one. It is, however, a measure fraught with far too great interest to members and country gentlemen generally to be lightly passed over.

I have the honour to remain, yours. very obediently,

August 20. Pous.

Mr. Baron Alderson, adopting Lord Bacon's advice, is in the habit of giving advice to the aristocracy from the judgment-seat, and though his lordship's *obiter dicta* may not strictly fall within the judicial province, they are marked by very good feeling as well as very good sense, and those for whose benefit his counsels are designed would do well to follow them. Not long ago he made some justly severe observations on the practice of noblemen associating with black-legs for the purpose of gaming, and the remarks of the learned baron made a considerable impression on the public, though it remains to be seen what effect they will have on the aristocratic class they were especially intended for. As a proof, however, that his lordship's observations were not dictated by a spirit of haughty exclusiveness, we may refer to a few words he is reported to have spoken in the course of his recent charge to the grand jury in the county of Suffolk. The following are the terms in which he is said to have expressed himself:—

"In a neighbouring county which I passed through on the circuit, this time, I had what I am afraid I shall not have here—a day of rest; and I went out into the country, and had the pleasure of seeing a match of cricket, in which a noble earl, the lord-lieutenant of his county, was playing with the tradesmen, the labourers, and all around him, and I believe he lost no respect from that course; they loved him better, but they did not respect him less. I believe that if they themselves associated more with the lower classes of society, the kingdom of England would be in a far safer, and society in a far sounder condition. I wish I could put it to the minds of all to think so, because I think it is true."

We concur in the tone and spirit of these observations, which many liberal deplorers of the gloomy disaffection existing among the labouring classes would profit by paying attention to.—*Morning Herald.*

Whitehall, Aug. 17, 1844.—The Queen has been pleased to appoint Mr. Serjeant Adams to be Assistant Judge of the Court of Sessions of the Peace in and for the county of Middlesex.

The Chancellor of the Duchy of Lancaster has been pleased temporarily to appoint Edward Jeremiah Lloyd, esq. as the Vice-Chancellor of the Duchy, in place of Francis Ludlow Holt, esq. who is labouring under indisposition.

Game Laws.—It may save both the *Chronicle* and the *Times* an infinite deal of declamatory writing as to the origin, effects, and defects of our game laws, to be told that the Home Office has for some time past been making very extensive inquiries on the subject; and that there is every reason to believe that another session of parliament will not pass without a complete revision of those laws. We may also add, that since Sir James Graham has been at the head of the Home Department, the evidence on which convictions and committals for poaching have been founded, has, in every case of alleged severity, been required by him from the convicting and committing magistrates; and that in not a few cases the term of imprisonment has been shortened, or the immediate release of the convict been ordered by the Home Secretary. On every account it is, then, most desirable that the administration of the game-laws during the approaching autumn and winter should temper mercy with justice, and a broad distinction be taken, by magistrates, between poachers from necessity and poachers from idleness and confirmed vicious habits. —*Morning Herald.*

THE LAWYER.

Summary.

Already there is considerable difference of opinion in the reading of the new insolvent law. Lord Brougham has published his construction of it, and flatly contradicts a deliberate judgment of Mr. Commissioner Fonblanque. But Lord Brougham, as the parent of the law, may be supposed rather to be guided by what he purposed to enact, while the learned Commissioner looks only to what was really enacted, and which is the best foundation for a *legal* judgment, the Profession will not hesitate in deciding. But this is only the first-fruit—a slight specimen—of the difficulties consequent upon hasty legislation.

On reference to the Acts in question, and the rule of Court made pursuant to the 5 & 6 Vict. c. 116, we have little doubt that the attestation of an attorney is necessary; but after the schedule has been filed, the insolvent may conduct the proceedings in person; and Mr. Commissioner Fonblanque, after a conference with three other commissioners, has again decided according to his first opinion. On the question of fees to be charged to prisoners for preparing their schedule, Mr. Commissioner Fonblanque stated on Thursday that the commissioners had consulted on the subject, and were of opinion that 5*l.* or 6*l.* was sufficient to be paid in the first instance.

We direct attention to an advertisement calling a meeting of the members of the Profession for the purpose of putting a stop, if possible, to the sham lawyers and other interlopers by whom the Profession is so seriously injured. We trust that effective measures will be taken.

LEGAL INTELLIGENCE.

IMPRISONMENT FOR DEBT.

Lord Brougham has issued the following instructions as to the provisions of the recent statute:—

"The Act of this session, 1844, introduces no new system; it only makes such additions to the Act of 1842 as experience had recommended:—

"The two Acts of 1842 and 1844 taken together completely put an end to imprisonment for debt. Whoever is in debt to an amount not exceeding 20*l.* exclusive of costs, if there has been a judgment, is

protected absolutely from all imprisonment; and if he is at present in prison, he is immediately discharged, upon application to the Court which ordered his arrest. Whoever is indebted to an amount exceeding 20*l.* has only to petition the Court of Bankruptcy if he lives in London, or the district court if he lives in the country, and he obtains an order protecting him from arrest, or an order for his discharge if he is already in prison. He must surrender his property, and give an account of that, and of his debts. This is all he has to do; and unless he shall be found by the Court to have been guilty of fraud, or of crime, or of gross extravagance, he is free from all arrest. If he is found to have practised any fraud, as having obtained goods on false representations, having made away with his property to defraud his creditors, or having committed any breach of trust, and so forth, or if he has incurred debt. upon a judgment in an action on assault, slander, seduction, or other wrongful acts, or if he has run extravagantly into debt, without any means whatever, or even any probable expectation, of paying it, he does not obtain his immediate discharge, but may be imprisoned for a time by order of the judge who examined the whole case. But it no longer depends upon the will of the creditor whether or not the debtor shall be imprisoned, or if imprisoned, how long he shall remain in confinement; this now depends solely on the Court; and the Court has no power to order or to continue the imprisonment for more than twelve calendar months, in any circumstances. This imprisonment is manifestly not punishment for debt, but punishment for crime, and it is absolutely necessary that such punishment should be inflicted, to protect honest creditors against the frauds and other malpractices of dishonest, evil-disposed, or grossly extravagant persons.

"It is also to be borne in mind, that no debtor can obtain either the protecting order, or, if in custody, the liberating order, unless he discloses the nature and amount both of his debts and credits, and property, and that this property, and those credits are taken possession of by the court, and distributed among his creditors, if the final order for his protection is made.

"All persons who are not traders within the bankrupt laws, or who, being such traders, do not owe above 300*l.* are entitled to take the benefit of these Acts, 1842 and 1844, whether they are in custody or not. Person being traders within the bankrupt laws, and owing more than that sum, are left to the remedies and the process provided by those laws in the case of bankrupts.

"Debtors of 20*l.* and under do not come within the description of persons who must obtain their protection or liberation by means of the Court of Bankruptcy. They cannot be now arrested at all for such small debts; if already arrested, they are unconditionally set free, their property only being liable to the process of their creditors. But if it shall appear to the judge trying the cause, that any such debt of 20*l.* or under was incurred by fraud, or by running wilfully in debt without any reasonable prospect of being able to pay, or that the debtor has fraudulently made away with his property, or removed or concealed it with intent to defraud his creditors, then the judge may order his imprisonment, as a punishment for such misconduct, but only for such time as the Small Debt Cou t now has power to imprison, and in no case for more than six calendar months.

"To obtain the protection given by the statutes 1842 and 1844, it is necessary that the debtor should present a petition to the London Court of Bankruptcy, or the District Court of Bankruptcy, and make an affidavit, in the form set forth in the schedule. Each sheet of the petition and schedule should be signed by the petitioner, and attested by some one acting either as his agent or as his attorney.

"In order to obtain a protecting order, or an order liberating from custody, or in any way to obtain the benefit of these Acts, 1842 and 1844, it is not necessary to employ an attorney or solicitor. Any one may act as a debtor's agent, and sign as witness to his affidavit. Any one may sign the petition and schedule; for the order of the Court of Bankruptcy, requiring an attorney to sign the several sheets of the petition and schedule, does not require that it should be an attorney-at-law; any one may act for another as a common attorney. Also the late Act, 1844, expressly allows the petition to be witnessed by an attorney *or agent*.

"The affidavit must be sworn before a master extraordinary in Chancery, who is also a commissioner for taking affidavits. All attorneys and solicitors are masters extraordinary, and are bound to take affidavits without being employed professionally by the parties.

"As certain writers in the newspapers have completely mis-stated the provisions of these Acts (1842 and 1844), especially representing them as inflicting no imprisonment or other punishment upon persons who run in debt through gross and culpable extravagance, it is necessary to attend particularly to the foregoing statement of the law. There can be nothing more mischievous as regards the interests of honest tradesmen, nor more wantonly cruel as regards thoughtless and extravagant persons, than to encourage the latter running in debt beyond any hope of being able to pay, by telling them that they may do so with impunity. It is believed that the error here pointed out arose from great inadvertence, or from a desire to attack the late measures of the legislature; but its consequences are equally mischievous, whatever may have been its origin.

"Another Act has just passed to render compositions of debtors with their creditors more easy and advantageous to all parties; but as it relates not to the release of persons in custody, there is no occasion here to state its provisions.

"Brougham (Penrith), Aug. 15, 1844."

NUMBER OF CAUSES

ENTERED FOR TRIAL IN THE LAST TWO CIRCUITS, AND NUMBER OF PERSONS IN THE CALENDARS.

(Parliamentary Return.)

HOME CIRCUIT.

	Causes	Prisoners
1843.—Summer.		
Herts	19 causes,	14 prisoners.
Essex	19	35
Kent	27	62
Sussex	19	41
Surrey	109	44
1844.—Lent.		
Herts	16	30
Essex	12	18
Kent	21	111
Sussex	17	32
Surrey	70	44
1843.—Winter Gaol Delivery.		
Essex		33
Kent		55
Sussex		25

MIDLAND CIRCUIT.

	Causes	Prisoners
1843.—Summer.		
Northampton	10 causes,	17 prisoners.
Oakham	—	6
City of Lincoln	—	4
Lincolnshire	14	28
Town of Nottingham	—	5
Nottinghamshire	13	9
Derbyshire	8	34
Borough of Leicester	—	8
Leicestershire	6	41
Warwickshire—		
Coventry Division	4	20
Warwick Division	16	74
	71	246
1844.—Spring.		
Northampton	8 causes,	48 prisoners.
Oakham	1	7
City of Lincoln	1	9
Lincolnshire	15	49
Town of Nottingham	2	12
Nottinghamshire	14	28
Derbyshire	11	71
Borough of Leicester	—	12
Leicestershire	4	41
Warwickshire—		
Coventry Division	7	69
Warwick Division	19	119
	82	465

NORFOLK CIRCUIT.

	Causes	Prisoners
1843.—Summer.	53 causes,	244 prisoners.
1844.—Lent	45	342

NORTHERN CIRCUIT.

1843.—Summer.
Yorkshire—
North and East Riding, 25 causes.
West Riding, 56 causes.
Northumberland, 8 causes.
Newcastle-upon-Tyne, 2 causes.
Cumberland, 12 causes.
Westmoreland, 3 causes.

1844.—Spring.
Yorkshire—
North and East Riding, 19 causes.
West Riding, 65 causes.
Northumberland, 13 causes.
Newcastle-upon-Tyne, 7 causes.
Cumberland, 4 causes.
Westmoreland, 3 causes.

Number of Persons in the Calendars.

1843.—Summer Circuit.	
In the sheriffs' calendars, returned on the commission days of the assizes	166
In the judges' calendars of gaol delivery (deducting three prisoners committed in Yorkshire after the discharge of the grand jury, and included in the sheriffs' and judges' calendars of the ensuing goal delivery)	192
Nineteen additional after the commission day in Yorkshire, and seven in Northumberland.	
1843.—Yorkshire Winter Gaol Delivery.	
In the sheriffs' calendar	128
In the judges' calendar (nine additional after the commission day)	137
1844.—Spring Circuit.	
In the sheriffs' calendar	130
In the judges' calendars	161
Twenty-one additional in Yorkshire after the commission day.	

COUNTY PALATINE OF DURHAM.

	Causes	Prisoners
1843.—Summer.	34 causes,	32 prisoners.
1844.—Spring	29	31

COUNTY PALATINE OF LANCASTER.

Circuits.	No. of Persons in Calendar.
1843.—Lancaster Autumn Circuit	26
Liverpool ditto	135
Brought over	161
1844.—Lancaster Spring Circuit	23
Liverpool ditto	62
	246
The number of persons in the calendar on the special commission held at Liverpool, in December 1843, was	103

1843.—Summer.
Lancaster August Assizes, 14 causes.
Liverpool ditto 117

1844.—Spring.
Lancaster Spring Assizes, 3 causes.
Liverpool ditto 142

OXFORD CIRCUIT.

	Causes	Prisoners
1843.—Summer.	136 causes,	365 prisoners.
1844.—Lent.	104	438

WESTERN CIRCUIT.

	Causes	Prisoners
1844.—Summer.		
Southampton	6 causes,	37 prisoners.
Wilts	9	47
Dorset	5	22
Devon	24	59
Exeter	—	2
Cornwall	9	39
Somerset	23	118
	76	324
1844.—Lent.		
Southampton	25 causes,	56 prisoners.
Wilts	5	31
Dorset	7	49
Devon	28	57
Exeter	—	5
Cornwall	10	71
Somerset	19	144
	94	476

NORTH WALES AND CHESTER CIRCUIT.

Number of Persons in the Calendars.

1843.—Summer Assizes.	
The County of Montgomery	5
The County of Merioneth	—
The County of Carnarvon	2
The County of Anglesea	—
The County of Denbigh	11
And nine others charged with drowning a mine, not in the calendar.	
The County of Flint	2
The County of Chester	61
1844.—Spring Assizes.	
The County of Montgomery	9
The County of Merioneth	3
The County of Carnarvon	7
The County of Anglesey	1
The County of Denbigh	9
And ten others charged with drowning a mine, not in the calendar.	
The County of Flint	7
The County of Chester—	
Committed to the Assizes 28	45
Committed to the Sessions, but tried at the Assizes which intervened 17	
Cheshire Winter Assizes	61

Number of Causes entered for Trial.

1843.—Summer.	
The County of Montgomery	7
The County of Merioneth	3
The County of Carnarvon	4
The County of Anglesey	2
The County of Denbigh	1
The County of Flint	4
The County of Chester	17
Total	38
1844.—Spring.	
The County of Montgomery	1
The County of Merioneth	1
The County of Carnarvon	3
The County of Anglesey	2
The County of Denbigh	2
The County of Flint	5
The County of Chester	22
Total	36

SOUTH WALES CIRCUIT.

	Causes	Prisoners
1843.—Summer.	35 causes,	35 prisoners.
1844.—Spring.	35	131

The Lord Chancellor has appointed Edward Handscomb, of Ampthill, in the county of Bedford, gent. and Alexander Anderson, gent. of Aberdeen, to be Masters Extraordinary in the High Court of Chancery.

Revising Barristers.—Mr. William Yardley, of Shrewsbury, has been appointed by Mr. Justice Coleridge revising barrister for North Cheshire; and Mr. Townshend for Montgomeryshire and Merionethshire. Uvedal Corbett, esq. has been appointed by Lord Chief Justice Tindal to revise the lists of voters for the county of Hereford for the present year.

The Tithe Commissioners for England and Wales have appointed William Wakeford Attree, esq. barrister-at-law, to be an assistant-tithe commissioner for special purposes; and he did, on the 19th day of this present month, take the oath prescribed by the Act of the 6 & 7 Wm. 4, intituled "An Act for the Commutation of Tithes in England and Wales," before George Hill, esq. of Brighton, in the county of Sussex, a Master Extraordinary in her Majesty's High Court of Chancery.

Lord Brougham's Circular on Imprisonment for Debt.—Yesterday the schedules of seve-

ral insolvents confined in Whitecross-street Prison were prepared for filing in the Court of Bankruptcy, in order to obtain their liberation; but some difficulty was experienced in consequence of a decision pronounced by Mr. Commissioner Fonblanque on Saturday being in direct opposition to the circular recently issued by Lord Brougham on imprisonment for debt. It seems that Mr. Commissioner Fonblanque is of opinion that an attorney at law, and not any agent whom an applicant may appoint, must attest the signature of an insolvent to the several documents before they can be filed in the court, and that every page of a schedule should be attested in the same manner. Lord Brougham, on the contrary, distinctly states that any one may sign the schedule, and that an attorney at law is not required. There are always "agents" about a prison, and those insolvents who think to get their proceedings prepared for a less sum than a respectable attorney would charge will find themselves grievously mistaken; besides, the hurried manner in which such persons will proceed with the view of obtaining a discharge, will probably occasion the omission of some important matter, and lead to subsequent proceedings against a debtor, so that a respectable attorney will be found in many instances the best party to employ. There seems to exist a good deal of misunderstanding on the law of insolvency. There are two systems in operation. Under the Act of the present sessions a person can now, without previous notice, whether in person or not, petition the Court of Bankruptcy; but its provisions only extend to traders whose debts do not exceed 300*l.*; those traders above 300*l.* must have recourse to another tribunal, as also the parties whose applications are rejected in the Court of Bankruptcy, in addition to uncertificated bankrupts, &c. Parties are required under the Act to make a proposal for the gradual payment of their debts.—*Times.*

The New Law for Abolishing Imprisonment for Debt.—Singular and various have been the effects of the new Act. The commissioners at the City Court of Requests refused on Saturday last to grant executions against the bodies of debtors, notwithstanding a clause in the Act constituting the court specified that it was not to be affected by any general Act till six months after the passing of such Act. The commissioners at the Borough Court of Requests closed their court on Friday for a few days, to consider the effect of the Act while some long conversations as to the bearings of the Act, took place at the Sheriffs' and Secondaries' Courts on Tuesday and yesterday, between the Under-Sheriff and counsel, and Mr. Thomas and Mr. Secondary James. At the City Court of Requests yesterday three petitions were presented to the commissioners from prisoners in Whitecross-street, praying for their discharge under the new Act. The name of the first was George Grant, horse-dealer, confined for a debt of 9*l.* 19*s.* 6*d.* after about six weeks' imprisonment. The second, Cornelius Alford Jaquin, for a debt of 6*l.* 16*s.* who was unfortunately taken in execution on the 8th inst. the day before the Act came into operation, but which thus somewhat fortunately was passed so as to relieve him so soon. The third, John Rooney, for a tally bill of 4*l.* 12*s.* 5*d.* He had been in gaol for thirty-six days, and had only to remain about six days longer, when he would have been released from the debt altogether; whereas now, like all other prisoners (a fact which may not be generally known), any goods now, or which may at any future time be in his possession, will be liable to the execution, which, for such purposes, will remain in full force. The whole of the above prisoners were, after some consultation between the commissioners and their legal advisers, declared entitled to be discharged forthwith; and orders for that purpose were immediately drawn up, and forwarded to the Governor of Whitecross-street prison, when they were at once released from custody.—*Standard.*

The Abolition of Imprisonment for Debt.—The above Act, which received the royal assent on the 9th inst. by commission, came into operation on Saturday last, when a number of debtors who had been imprisoned in the different metropolitan prisons for debts under 20*l.* were liberated, and the same course will be adopted in all the other gaols for debt throughout the country, with the exception of those persons who stand committed for penalties due to the Crown. At the same time, the sheriffs of London and Middlesex, as well as of Surrey, have given directions to the keepers of the respective gaols in the county not to take in any person whose debt is under the sum stated in the Act. With some of the keepers a difficulty has arisen as to whether the clause means the amount to consist of the *bonâ fide* debt, or whether it is to include costs. If the latter were the case, the benefit would be but slight, as, for instance, some two or three thousand actions are annually brought in the Palace Court, Sheriffs' Court, and Secondaries' Court of London, Middlesex, and Surrey, in which, with but few exceptions, the debt never amounts to 20*l.* but the costs in none of these courts are ever less than 15*l.* By the operation of this Act one of the gaols will be entirely abolished, at the same time effecting a saving to the City of London of between 400*l.* and 500*l.* a year. The prison alluded to is the Borough Compter, situate in Mill-street, Tooley-street, the establishment of which consists of a chaplain, governor, matron, and turnkeys; while the class of persons committed were those taken in execution under process from the Borough Court of requests on tally bills. Strange as it may appear, yet it is no less true that within the last seven years there has only been three persons confined within the walls of the above prison whose debt, on which the arrest was founded, exceeded 20*l.*; and by Wednesday the Borough Compter will be uninhabited, except by the governor and matron. Similar results will attend the Courts of Requests. As an instance of the immense number of persons summoned to these minor courts, some idea may be formed when it is stated that the fees to the two clerks of the Borough Court of Requests exceeds 1,200*l.* annually, and which is paid by the unfortunate debtor. As the law of arrest is thus abolished, summonses will, of course, decrease. It is said that those persons whose vested rights have been injured by the new Act intend to apply, as the town clerks of the old corporations did on the passing of the Reform Act, for compensation.

PROCEEDINGS OF LAW SOCIETIES.

PROJECTED UNION OF THE LAW SOCIETIES.

TO THE EDITOR OF THE LAW TIMES.

Sir,—Considerable progress having been made in the formation of a General Union of Provincial Law Societies, I beg to send a sketch of the proposed objects and regulations, and shall be glad if you will give it a place in your columns, for the consideration of those members of the societies who may have the advantage of being readers of the Law Times.

It is intended that the first meeting of deputations shall be held in Manchester in the month of January next; the time and place, when finally determined upon, to be advertised in your paper.

I remain, Sir, your obedient servant,

Thos. Hodgson,

Hon. Secretary to the Yorkshire Law Society.

Castlegate, York, Aug. 20, 1844.

UNION OF PROVINCIAL LAW SOCIETIES.

OBJECTS AND REGULATIONS.

The objects of the Union shall be,—

1st. To promote the interests, and watch over all legislative and other interference with the just rights of the Profession.

2nd. To assist in obtaining all useful and practical amendments of the law.

3rd. To adopt measures for maintaining the respectability of the Profession.

REGULATIONS.

1st. That the Union shall consist of all such provincial societies as shall signify their intention of joining on or before the day of 1845, and of such other societies as shall be subsequently admitted by the Union, and a deputation from each society shall meet about the time of the opening of Parliament annually, in Manchester, or at such other town as shall be determined on at any general meeting of the Union, in order to determine upon opposing such measures as may be detrimental, and supporting such as may be beneficial, to the Profession and the public, and to adopt means of mutual and effective co-operation; such deputations to consist of not more than two members from each society.

2nd. That a special meeting of the Union shall be called by the secretary of the Union at any time, by a resolution to that effect passed at a meeting of the committee of at least three provincial societies, such resolution to be forwarded by the secretary of each such society to the secretary of the union.

3rd. That each provincial law society joining the Union shall contribute £ yearly to the general expenses.

4th. That there shall be a president, two vice-presidents, a treasurer, and a honorary secretary of the Union, to be elected annually.

5th. That at the annual general meeting, the president, vice-presidents, treasurer, and honorary secretary, and other members shall be selected from the members by the meeting, and the body thus chosen shall be the committee until the next annual meeting. The committee shall have power to make by-laws, and adopt all such proceedings in the name of the society as they may think proper, and generally shall be invested with full power to do all such acts as they may think necessary for practically and effectually carrying out the objects of the Union, being indemnified by the Union against all expenses to be thereby incurred, and shall have full control over the funds for the purposes of the Union, and shall meet when they consider it necessary for the interest of the Union, or at the call of the secretary.

6th. That all communications be addressed to the honorary secretary, at the office of the Union at Manchester.

7th. That the Union shall arrange the mode of the different societies acting together in concert, when necessary for effecting the above objects, and such others as may be beneficial to and have the general concurrence of the Profession.

8th. That no political or party question shall be discussed or entertained at any meeting of the Union.

9th. That any alteration of the rules shall be entertained at a special or annual meeting only.

To Readers and Correspondents.

One, &c. (Wolverhampton).—*We recommend our correspondent to forward a simple statement of the facts to the Incorporated Law Society, and also to any Law Society of which he may himself be a member. The libel-law forbids the insertion of his letter.*

Erratum.—In the advertisement of "Lancashire Intermediate Sessions" in our last number, *for* "Friday, 13th," *read* "Friday, 30th inst."

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THE LAW TIMES.

SATURDAY, AUGUST 24, 1844.

TO READERS.

In consequence of the many statutes passed at the very close of the session, and of which so unusual a proportion are of such legal interest as to require either to be given entire or copiously analyzed, it is impossible to preserve the regular order of their appearance without postponing many that are of urgent importance to the practitioner.

It has, therefore, been determined forthwith to print such as require immediate study; and when the chapter comes in its regular turn among "the *New Statutes,*" to state the title only, and refer, for the Act itself, to the page in which it has previously appeared.

It is with this intent that we present to-day the *Insolvent Debtors* and the *Debtors and Creditors Acts,* and to make room for them, we have omitted a great deal of the usual material of a number, and curtailed the wonted commentaries upon professional subjects. But it is hoped that the arrangement which will give to the reader the most important of the statutes at the earliest moment will be satisfactory to him, and that he will approve of this partial departure from the order of the chapters.

LAW TIMES EDITION OF IMPORTANT STATUTES.

INSOLVENT DEBTORS ACT.

We are happy to announce that the second of the above series of useful statutes will comprise the recent *Insolvent Debtors Act,* and the *Debtors and Creditors Act.*

It is edited by J. Angus Homes, Esq. Barrister-at-Law.

The plan which has been adopted with this is very similar to that which was found so useful in the Edition of the Registration Act. The new statute has been incorporated with the old one, of which it is an amendment; the parts of each are distinguished by different types; illustrative notes and some useful forms are added, and a very copious index enables the practitioner instantly to find any subject he

needs. The *Debtors and Creditors Act* is added, and it is hoped that as a whole it will form a useful volume for the office.

Its bulk will necessarily be greater than is that of the Edition of the Registration Act; therefore, until it is in type, it will be impossible to name the price; but it will be as moderate as was that of its predecessor.

It is now passing through the press with all the rapidity consistent with correctness, and we trust it will be ready for delivery in the beginning of next week. An advertisement, written later than this notice, will probably afford more precise information as to price and day of publication, and to that the reader is referred. It may be had by order of any bookseller in the country, but, for obvious reasons, it will be necessary to be particular in ordering it as "*Homes's Insolvent Act, Law Times Edition.*"

It has been suggested that the Poor Law Amendment Act should form one of the series; the suggestion is under consideration.

The two *Acts* relating to *Joint Stock Companies* and the *Railways' Regulation Act* will form one volume, but it will be produced more at leisure, as there is not the same urgency for their appearance.

REGISTRATION APPEAL CASES.

IN reply to many communications, we beg to observe that the REGISTRATION APPEAL CASES have been delayed by an accident, the particulars of which it will be unnecessary to name. They are now in the press, and will be ready for delivery at the beginning of next week, quite in time for use at the ensuing registration.

THE VERULAM SOCIETY.

The *First* Part of the CRIMINAL LAW CASES has been published.

The *Second* Part of the REAL PROPERTY and CONVEYANCING CASES is almost ready, and, with the REGISTRATION APPEAL CASES, will be delivered to the members in a few days.

The Third Part of BITTLESTON and SYMONS'S MAGISTRATES' CASES will appear during the vacation: but the various reporters requiring their autumn holidays, no further issue than the above will take place until their return to town in October, and then we have to announce the prospectus of the "*Practice of the Law.*"

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

Remarks on the Present State of the Law of Debtor and Creditor, with Suggestions for its Improvement. By THOMAS TURNER A BECKETT, Attorney-at-Law. London, 1844. Butterworth.

AN accident has prevented an earlier notice of this pamphlet, which we much regret, for the subject has lost some of its interest in consequence of recent legislation. But the late statute is far from a complete measure; it is merely a step in the right direction; it was hastily carried through the Parliament; it is the handiwork of the most injudicious of law reformers; it is based upon no principle; it was conceived in spite, and carried to prevent a more honest and impartial measure; and it is impossible that a scheme so devised and so executed can be other than full of faults, or that any long time can elapse before its amendment will be demanded by the country and conceded by the Legislature.

All contributions upon such a topic from men of experience and reflection cannot, therefore, but be welcome as preparatives for those further inevitable changes, and to Mr. A BECKETT are due the thanks both of the Profession and of the public for this unambitious but convincing statement of the results of his long experience as an attorney in reference to the Law of Debtor and Creditor, and the amendments that are required to be made in it.

He sets out by remarking that the community complain of the trouble and expense attendant upon the enforcing the payment of debts about which there is no real dispute, and more especially those which are of small amount. Upon this fact two questions suggest themselves—1st, How does the expense arise? 2nd, How can it be lessened?

First, the expense is occasioned by the uniformity of law proceedings requiring the same formulas to be observed whether one pound or a thousand be at stake, and whether the claim be resisted nominally only or *bonâ fide*.

Second, How, then, can the expense thus occasioned be lessened?

Mr. A BECKETT says, by "facilitating arrangements of a friendly nature between debtor and creditor, and rendering a vexatious defence to a suit a matter of so serious a character as to intimidate persons from having recourse to this dishonest proceeding."

This has been sought to be effected by the Debtors and Creditors Act of the late session.

But we are of opinion that other more stringent remedies might be devised.

Thus, it might be enacted, that upon service of process for debt, the defendant shall, upon entering appearance, state whether he does so for the purpose of disputing the debt, and if not, then that judgment against him shall be signed forthwith. If the suggestion be made, and he does not go to trial, he should be liable to pay full costs to the plaintiff as between attorney and client; if he go to trial, the jury should be required to state, as part of their verdict, whether the defence was or was not *bonâ fide*. If they find it not *bonâ fide*, in like manner *full* costs should be payable by the defendant. If, on the other hand, he do not pay the debt and costs, whether with or without trial, he should, if he apply for the benefit of the Insolvent or Bankrupt laws, be punishable with imprisonment as a fraudulent debtor, at the discretion of the judge of the court before which he appears, and if he evade his creditor so as to escape the operation of those laws, he should then be punished criminally for the misdemeanor of *cheating* his creditors. Other provisions might be introduced for abbreviating legal processes in cases of debts not disputed, which would readily suggest themselves to the framer of such a measure.

We throw out these suggestions for the consideration of the Profession, and turn again to the pages of Mr. A BECKETT.

He also recommends a simplification of the forms of procedure, and here his long experience will be listened to with respect.

"Professional experience enables me unhesitatingly to declare that the heavy cost and intolerable delay, so much complained of in proceedings in the common law courts, attach entirely to those which occur between the plea and the trial. Where the debt does not exceed 20*l.* judgment may be obtained by default in a little less than a fortnight, at an expense of about 4*l.* 4s. and for larger sums in the same time, at one of about 6*l.* 6s. If, however, the defendant plead, and the plaintiff proceed thereupon to trial, the costs are quickly increased in suits for small demands to 15*l.*, 20*l.*, and sometimes 50*l.* and in those for larger amounts than 20*l.* to from 40*l.* to 100*l.*

"Every demand must, if disputed, be supported by legal evidence. To obtain this evidence, the necessary witnesses must be subpœnaed, who must be remunerated for their loss of time, and be in attendance from day to day until the cause be disposed of. In suits tried in the superior courts, they may be so in attendance for many days together, and the cause may, after all, go over until another sittings, when the process of subpœnaing and remunerating must be repeated. In actions before the sheriff, the same evil exists in a lesser degree, though there a cause is frequently 'in the paper' for three or four days, at a cost to the plaintiff for witnesses' expenses, varying according to their number, from 1*l.* to 10*l.* per diem. In addition to the costs of witnesses, there are counsel and court fees to be discharged; it may, therefore, be easily understood how the heavy expense of a trial arises, and how little it is dependent upon the pecuniary value of the point at issue.

"And whom does this great cost benefit? Not the attorney, for it lies in a mere naked outlay, upon which there is no profit whatever—not the witnesses, for they are barely remunerated for the loss and inconvenience their attendance exposes them to—not the jury, for the amount received by them individually is contemptible."

The lawyer is blamed for the cost of a trial, but he is not a gainer by it; he would prefer on all occasions an amicable settlement to a harassing suit, in which he has to bear the blame of failure, without reaping either honour or profit by success.

Mr. A BECKETT complains with justice of the stringent rules of evidence, which often exclude the best testimony, and he then directs attention to the County Courts Bill, and he thus comments upon the provisions of that project, which aim at the exclusion of professional assistance.

"The disadvantages to the creditor of this proceeding have now to be considered. They are two-fold: the entailing upon him a loss of time, of greater value, possibly than the redress of his grievance; and the exposing him to difficulties in asserting his rights, which to the great majority of individuals would be found insuperable.

"The person who would seriously propose to cheapen any commodity in daily use, by passing a law to prevent its being sold at a profit, would be deemed a madman; but as law gives to the party righted nothing more than he feels he was entitled to without its assistance, and the person who is compelled to do justice dislikes the process by which it has been extorted from him; any proposal, however visionary, that offers a prospect of rendering it less costly, is sure to be received with favour by the multitude. Many persons, if told that law is a science—that its professors should be men of intelligence and station in society, and remunerated in the exercise of their callings proportionately to their skill and social position, will insist that it should be divested of its scientific character, and made available to all without cost or labour. Every reflecting person admits the impossibility of thus dealing with it; but were its theory and practice never so simple, it would be found a practical hardship upon every suitor to be compelled to seek justice in his own person.

"Law cannot be beneficially administered unless regulated by fixed principles, and carried out by settled forms of procedure; and a man who is not a lawyer can no more conduct a legal contest without professional assistance, than he who knows nothing of tailoring can make a coat on being supplied with cloth and sewing implements.

"It will, however, be objected, that it has never yet been proposed to deprive a man of professional assistance, but that it is intended to fix the remuneration at so low a rate as to place it within the reach of all. An immense boon this would indeed be to the public, if, while the amount of remuneration were thus reduced, the services required for it could be secured. But it is mere mockery to tell a person he shall only be compellable to pay a certain price for an article which no one will supply at that sum. And when I state that the attorney's fee, for his services in bring a contested claim under 10*l.* to a decision, has been proposed to be limited to 6s. 8d., and above 10*l.* and under 20*l.* to 13s. 4d. the virtual prohibtion of professional assistance, under such an arrangement, must be admitted.

"The practical working of the alteration would be the feeing of a number of needy and disreputable agents at the creditor's private cost, or the abandonment of the claim; thus bringing about a remedy against the present evils analogous to cutting off a limb to heal a wound, or killing a patient to put an end to his disease.

"A striking proof of the inefficacy of attempting to cheapen law proceedings by disallowing the fair cost of proper legal assistance, may be observed every day of hearing causes at the Sheriff's and Secondaries' courts. No fees to counsel are allowed in costs in the cases there decided, but, in at least two-thirds, counsel are employed at the private expense of the plaintiff or defendant; thus converting a restriction that was intended to be a boon to the public into a direct tax upon justice."

Mr. A BECKETT then proceeds to propose his palliatives for evils which he thinks cannot be entirely removed in the existing constitution of civilized society. In the alterations he suggests he contemplates the following objects, having reference more to the lessening temptations to litigation than diminishing its cost.

He proposes that personal service of process should, in all cases, be dispensed with, upon an affidavit being made of three attempts to effect such personal service, and of a copy of the writ being left with some inmate of the defendant's house, and that the plaintiff may thereupon, at the expiration of eight days, enter an appearance for the defendant.

He combats the objections raised to this, and shews how well it works in practice in the cases of notices of declaration, notices to quit, and a host of others.

He next devotes considerable attention to the facilitating of arrangements between debtors and creditors; but as this has been effected by the new statute, it will be useless to dwell upon it.

By the bye, we observe that Mr. A BECKETT, in page 26, proposes that the jury should state its opinion of the *bonâ fides* of the defence, as we had

ventured to suggest in an earlier part of this notice.

His next recommendation is to facilitate the proof of debts under 20*l.*; but, before he states his plans for accomplishing this object, he thus comments upon the necessity of severely punishing vexatious defences.

"Those who are compelled to pay the costs they cause to be incurred, suffer in this way sufficiently for their folly; but those who, without any present means or future prospect of bearing the charges they wantonly occasion, should be severely punished for what degenerates from folly into crime. This is an offence which society does not sufficiently reprobate. There is a strong feeling in favour of a man's right to defend himself, and as strong a prejudice against the character of law proceedings, and under these influences the moral sense of the public is blinded, in a great degree, to the guilt of a person who, after incurring a debt he is unable to discharge, wantonly inflicts upon his creditor a very heavy additional loss. This dishonest act does now, under some circumstances, meet with punishment, but it is one from which a man frequently escapes, and which, when suffered in the degree it is inflicted, appears to me most inadequate to the offence.

"The Insolvent Court is the only tribunal where this punishment is awarded; and the indisputable evidence it requires of the act complained of, and the slight grounds on which an excuse for litigation is admitted, often deter a creditor from pursuing a demand which is being recklessly resisted, and more frequently still from incurring the trouble and expense of opposing the debtor when he applies to be discharged from it altogether.

"The evident disposition of the Insolvent Court to view indulgently the commission of this offence may be accounted for, by a desire to make allowance for the great temptations a man in embarrassed circumstances is under, to delay the consummation of his ruin. Hoping, as it were, against hope, such a man will seldom believe that he must really sink until he finds himself submerged. He is ever believing that some unforeseen circumstance will arise to prop his falling fortunes;—that the friend may at last be found to afford the assistance he requires;—that creditors may after all grant the indulgence sought for;—that if he can but gain a few days' time all will be well. Who could not find an excuse for a man so tried, delaying, by the simple act of pleading, the process which strips his home and seals irretrievably his ruin? Once enable a man to gain, without cost, the delay that, by running himself and his creditor to expense, he can now obtain by process of law, and seldom indeed will he pursue the latter course in preference to the former. A debtor might sometimes take unnecessary advantage of the delay thus easily obtained; but as the time granted would necessarily be short, the amount of the payment to be delayed small, and the cost of the indulgence, though not large in itself, sufficiently onerous, but little fear need be entertained of its being very frequently needlessly solicited.

"In proportion, however, as the temptation to vexatious litigation is diminished, its punishment should be rendered more certain and severe. To secure certainty, the jury should be at liberty, in all cases, in giving its verdict, to state its opinion of the *bona fides* of the defence, and, if it find that the action has been resisted without reasonable grounds, this fact should be certified on the record by the judge, and the certificate taken as conclusive evidence.

"As a further check to litigation, I propose to facilitate the proof of debts under 20*l.* thereby lessening the chance of successful resistance to a just demand, from a deficiency of legal evidence to support it.

"The strictness of the proof at present required in contested cases renders it frequently extremely difficult to support before a jury demands of the simplest nature and most insignificant amount. It by no means unfrequently occurs that those denied by a plea, which the defendant does not appear in court to support, fail altogether for want of proof; and some cases, where the defendant puts in no plea whatever, but leaves the plaintiff to get a verdict for such an amount as he can prove himself entitled to, terminate in obtaining merely nominal damages. Could a defendant beforehand know the weakness of the plaintiff's legal proofs, hundreds of cases that are now compromised would be left to be judicially decided, and finish with the loss of the demand. In numerous instances there is no legal evidence of the delivery of the goods or the performance of the work in respect of which the claim is made; the smallness of the amount and the situation in life of the suitor having caused the necessary precaution as to future proof to be dispensed with, or made the plaintiff himself the only person capable of speaking to the facts of the case. An illustration from my own experience will explain this more clearly. A jobbing carpenter was employed to do work, to obtain payment for which he was compelled to sue his debtor. He had performed all the labour with his own hands, and the debtor had the audacity to defy him, by telling him that as he was no witness for himself he could not substantiate his claim. The only course open was to *subpœna* every member of the defendant's family—a difficult proceeding in the first place, and most dangerous testimony to trust to in the next. Some of the younger witnesses were forbidden by the defendant to appear, but the others were obliged to admit sufficient to convince the jury of the justness of the claim, and a verdict was ultimately obtained for the whole amount, though not without considerable difficulty, made up, as it was, of a number of small items. Circumstances, however, frequently occur, in which, if the plaintiff's evidence is excluded, none whatever can be obtained."

His remedies may be thus stated:—To admit the evidence of the parties; to permit the plaintiff to file an affidavit of the debt, and of the circumstances under which he seeks to recover it, which, unless met by a counter affidavit, should be conclusive evidence of the facts deposed to; if the defendant dispute them, he to be at liberty to cross-examine the plaintiff in open court, if reasonable cause be shewn to a judge before the trial for requiring his attendance on the trial for this purpose.

He then proposes to enlarge the powers of creditors over the property of their debtors, and lessen the means now available for its concealment:—

"I would recommend that the enactment of the last Bankrupt Act, on the subject of the claims of landlords, and that of the 6 Geo. 4, with respect to those of individuals upon property left by them in the control of the bankrupt, should be applied to writs of execution, thereby preventing such writs from being postponed, to the payment of any sum to the landlord exceeding six months' rent, and giving them effect upon all property of which the defendant, at the time of levying the writ, was suffered to be the ostensible owner, with the consent of the true owner thereof."

The new statute has effected this desirable object. The benefits to be anticipated from it are thus stated:—

"The readiness with which this enactment could be applied to executions is obvious. The advantages resulting to the creditor from such an alteration would be great. The clause in the Bankrupt Act was introduced for the purpose of preventing persons from obtaining a false credit, by appearing to possess property which really did not belong to them; it being wisely considered that those who, even without any fraudulent design, contributed to this state of things should suffer from the loss occasioned by it. The moral justice of the arrangement is indisputable, and need not here be insisted upon. I cannot conceive any train of reasoning by which it could unanswerably be made to appear to lose any of its virtue in being applied to property seized under writs of execution. The enormous amount of fraud it would defeat, every legal practitioner could give decisive evidence of, by illustrations from his own practice. The litigation that would be avoided would be very great, as, notwithstanding the hopelessness of resisting, in general, the fraudulent claims set up to a debtor's property, there are cases so outrageous as to destroy all prudential considerations, and terminate in law-suits—cases which, though few, compared with the large number that are never disputed, are yet sufficiently numerous to occupy much of the time of the courts of justice."

The last point to which this excellent essay addresses itself is "the want of a proper system of punishment for fraudulent debtors." This was amply provided by Lord COTTENHAM'S admirable measure, swept away by Lord BROUGHAM, and subsequently partially restored by Sir JAMES GRAHAM among the thirty clauses which he was obliged to add to Lord BROUGHAM'S bungling Bill when it was flying through the House of Commons, having passed the Lords in so imperfect a shape as to be worthless and impracticable. We subscribe to every word of the following:—

"There is, in the first place, a very imperfect notion on the mind of the public generally, of the vast magnitude of the offence against society of which a fraudulent debtor is guilty. Insolvency is of so frequent occurrence, and is so often brought about by misfortunes which the utmost prudence and integrity cannot avert, that it is generally looked upon rather as a calamity than a crime. When it is the result of unforeseen losses it should be regarded with compassion; where it is the consequence of mere folly or incaution, with forbearance; but when, as is frequently the case, it is nothing more than the climax of a career of fraud, it should be most severely punished. All these distinctions would be readily recognized by the community if the law assisted it in doing so; but there is so little variation in the mode of dealing with insolvents of every class, and so few are the means afforded of distinguishing them, that the profligate and fraudulent pass in the general mass, not only unpunished, but without any diminution of their capabilities of inflicting future injury on society by the exposure of their past delinquency. He must be a very persevering man who, having already suffered a heavy loss by the act of a fraudulent debtor, has the courage to pursue him through all the paths the law leaves open for his escape, knowing that the additional expense is certain and irrecoverable—that success is most doubtful—that the debtor's punishment will be slight, and that the probability is, that the whole business will conclude by the creditor being treated as a persecutor, and the debtor compassionated as an oppressed man.

"I can suggest one remedy only; viz. that the contracting a debt fraudulently, and concealing property from a creditor to which he is entitled, shall be considered as a criminal offence, punishable by imprisonment with hard labour, proportioned to its aggravation. No rational fear need be entertained of this alteration operating with undue severity. Juries are generally merciful, and would be disposed to be particularly lenient in trying cases of this description, the uncertainties of business making them feel that as none of them are secure from insolvency, they should be cautious in visiting as a crime that which might come upon any of them as a misfortune. An enactment of this nature would, at any rate, meet those cases of swindling which, having been managed so as to give them the character of a transaction between debtor and creditor, evade the grasp of the criminal law. These cases, which figure constantly in the police reports, are altogether unpunished, as the utter irresponsibility of the swindlers makes any attempt to recover the money by the aid of the civil law perfectly Quixotic.

"Were I to attempt to point out the wickedness of a studied fraud in contracting a debt, or the gross dishonesty of withholding from a creditor the property that should be available for the satisfaction of his demand, I should write a series of truisms which would be very impatiently read. Every one admits that a debt so contracted is—to use a common expression applied to such transactions—'worse than a highway robbery,' yet its punishment is merely nominal."(*a*)

In a postscript, Mr. A BECKETT notes with approval the provisions in the *last* County Courts Bill, that it should be put in force only at such times and places as her Majesty, with the advice of her Privy Council, shall think fit, for thus an opportunity will be offered for seeing how it works, before it is applied everywhere. Mr. A BECKETT'S anticipations of the scene will, we doubt not, be verified to the letter.

"If the Bill should have the effect I anticipate, the number of cases that will come before the courts to be created will exceed near a hundred-fold those which are now decided before the sheriff; but this will arise from the want of any distinction between defended and undefended cases. The latter, which so vastly preponderate over the former, never, under the present state of things, come before any court at all; while, by the system proposed to be introduced, they will have to take their turn with the former. When this 'turn' will arrive, if the cases are to be heard patiently, it will be for the suitor to discover; and in hanging about the court from day to day, with his witnesses at his heels, he will most assuredly have ample time for meditation on this point. It is quite certain that there will be a vast deal of bustle in getting through the business, and, *perhaps*, a little confusion in the hearing and deciding cases, when conducted by plaintiffs and defendants in person, made up of the stupid and the cunning:—women (young or old, as the case may be), and a sprinkling of minors. There will be a considerable amount of bawling for witnesses—of elbowing, pushing, and swearing, outside the court or inside, as the accommodation afforded for suitors may allow; and the whole affair will, no doubt, have a most business-like appearance. But the real question to be ascertained will be, what do the suitors think of it all? It will be difficult for her Majesty's Privy Council to trace them out, and talk the matter quietly over with them; and I can point out no other safe test for ascertaining whether such a court would be preferred to the existing tribunals, than by giving suitors a choice of both; and finding by official returns, to be taken after a fair time for trial had elapsed, which has been the most frequently resorted to."

We now take leave of this pamphlet with high respect for the right feeling, good sound sense, and extensive legal and practical knowledge of the excellent author, whose advice will, we trust, be often tendered upon the many subjects relating to Law Reform which must occupy public and professional consideration for some years to come.

(*a*) Lord Cottenham, by his Bill for improving the law of debtor and creditor, which seems likely to be carried—from the table to the shelf—makes the fraudulently contracting a debt a criminal offence.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Wednesday, May 1.

CAUTY v. HOLDITCH.

Injunction to restrain a resale—Specific performance—Property sold under the direction of the Court.

Where a sale took place under the direction of the Court, and, consequently, no deposit was required, it was held not to be sufficient ground for directing a resale that the purchaser was the son of the owner of the property, interested in preventing a sale, and a person without property or any known resources for completing his purchase. He was, however, a person of good character, denied collusion with his father, and had strictly conformed to the practice of the court in his biddings and subsequent proceedings.

This was a motion by way of appeal from the decision of the Vice-Chancellor of England. Cauty, the father of the plaintiff, was interested in certain mines in Wales, upon which Holditch, the defendant, had advanced money, and having instituted a suit, obtained an order for the sale of the property. At the sale before the Master, the present plaintiff, the son of the elder Cauty, was the highest bidder for the property. The defendant treated that bidding as merely colourable, and was about to proceed to resell the estate by auction. The sale was fixed to take place at the Auction Mart on the day of this application.

Wakefield and *Glasse* now moved to restrain the defendant from reselling the mines. Affidavits as to the *bona fides* of the plaintiff in making the purchase and his personal respectability, were read. It was admitted he had no property, and was employed at a salary as captain of the mine. He, however, swore that he was neither in debt nor distress, and that he was not without resources. No deposit was required, that being the usual course when sales take place under the direction of the Court. The title was now before counsel.

The LORD CHANCELLOR.—Does young Cauty say where the funds are to come from?

Wakefield.—Possibly he may expect to procure a loan on the property as soon as the title has been approved. The sale took place on the 25th of January, 1844, and the abstract was returned with the observations of counsel on the 14th of February. Though the plaintiff paid no deposit, he subjected himself to commital by signing the bidding-book. They relied on the established practice of the Court.

Rolt for the defendant.

The LORD CHANCELLOR.—Might not the plaintiff say this is a valuable property, and by making the purchase prevent a sale to a stranger in the hope of being able to complete it by getting some one to stand in his place? One view of the transaction might be that he did it to defeat Holditch; another, that he made the purchase to prevent the property being sacrificed, and that he bought it with the expectation of getting some person to take it.

Wakefield, in reply.

The LORD CHANCELLOR.—It is quite clear that he had no money of his own, and he does not point out his resources. The affidavits shew that young Cauty is a man of good character; and though he has no property, he knows the working of the mines, and their value; there is, therefore, no ground to say that his bidding was necessarily illusive. Neither was there any thing in his previous conduct which would lead to that inference. Looking at all the circumstances, there was nothing irregular or improper in his acts. He had a right to bid at the sale according to the rules of the court, on speculation; and if he shall not perform his contract, he will be subject to the penalty of contempt. If, therefore, his purchase was *bona fide*, if the bidding was not made for the purpose of protecting his father's interest, there is nothing to impeach it. If so, there ought not to have been an order for a resale. The motion to restrain the resale must be granted. There will be no costs of the application to the court below, but each party must pay his own costs.

[Before the case was finished, the sale had taken place, and the defendant Holditch was declared the highest bidder at 1,000*l.* a sum stated to be greatly below the real value of the property. Upon the decision having been pronounced, the contract was at once rescinded, and a deposit which had been paid by the defendant returned.]

Saturday, July 27.

Re WORSLEY.

Application—Rehearing petition after compromise made and performed, on the ground that the party objected to such compromise, refused.

Sir *William Worsley* appeared in person to support a cause petition presented by himself, by which he prayed that a petition heard and determined some years ago might be reheard.

In a cause Sir Wm. Worsley was reported by the Master to be indebted to Miss Worsley in a balance of 4,000*l.* Sir William had objected, before the Master, to that finding, and on the application to confirm the Master's report, he presented a petition against its confirmation, and alleging various errors therein.

The two petitions came on to be heard together in 1831, when Sir Edward Sugden, who was Sir William Worsley's counsel, agreed to a compromise, by which his client was to pay 2,000*l.* That money had been accordingly paid.

Romilly and *James*, contrà.

The LORD CHANCELLOR.—After a compromise has been fairly made by the counsel of the party, the matter cannot be reheard. *Petition dismissed.*

Tuesday, July 30.

REED v. PIKE.

Practice—Defendant attached for contempt in not putting in an answer—Pauper defendant—Suitor's fund—New orders—Discharge of prisoner.

Where a defendant, who is in contempt for not answering, puts in his answer without payment of costs, a subsequent order that he may defend in formâ pauperis will not relieve him from the payment of costs then already incurred, and he can only be discharged from custody under the Insolvent Act.

The defendant Pike had been attached on the 2nd of May last for want of an answer, and on the 29th of May he was brought up to the bar of the court by *habeas corpus* and committed. On the 1st of June he was admitted to defend *in formâ pauperis*. This, however, would not relieve him from payment of prior costs, for which he therefore remained in contempt. On the 22nd of June he filed his answer, and an order was afterwards made for a reference to the Master, to inquire whether the defendant was of ability to pay costs. Neither the sixth nor seventh rules of Sir Edward Sugden's Act applied to this case. The sixth rule only applies where the answer had not been put in, and here the answer had been filed. The seventh order applies only where the Master reports upon the poverty of the prisoner.

A motion was now made to discharge the prisoner, and a cross-motion to take the answer off the file, on the ground that the defendant, at the time of filing it, was in contempt.

Cooper, for the motion.

Smith, for the cross-motion, cited *Bright* v. *Taylor* (MSS.), before the Vice-Chancellor of England. The 16th and 17th sections of the Act provide for the case of this prisoner, who must obtain his discharge under the Insolvent Debtors Act.

Cooper, in reply.

The LORD CHANCELLOR.—I think these two clauses (the 16th and 17th sections of 1 Wm. 4, c. 36) apply to the Insolvent Debtors Court only. It is quite clear, from the 16th section, that costs are to be considered as a debt, and when you come to the 17th section, by which it is enacted that "the court of equity in which the suit is depending shall, upon the application of the party in contempt, discharge him from the same, except as to the costs thereof, for which he shall remain in custody, and such costs shall be deemed within the provision lastly hereinbefore contained, and he shall be dischargeable therefrom as if the process were for non-payment of money or costs," it is quite clear that this is a following up of the former section. He has cleared his contempt for not answering, but the costs still remain.

Motion for discharge of the defendant refused.

ALLIBONE v. JONES.

Contempt in not answering—Construction of 17th rule of the 15th section of 1 Wm. 4, c. 36.

Cooper moved, under the 17th rule, to discharge the defendant, who since his commitment had put in his answer, but had not paid the costs.

Jervis, contrà.—*Bright* v. *Taylor* is a consent cause. The 17th rule is not applicable; contempt for not putting in an answer is carefully provided for by preceding rules.

Cooper, in reply.

The LORD CHANCELLOR.—I think it is clear that the proper construction of the 17th rule is, that it does not apply to a case of a defendant being in contempt for not answering. The different clauses go on consecutively; the object of the 6th and 7th rules is to get the act done, and there the costs are specially provided for, but the 17th rule does not apply to this case. The great object of the Act was to get the answer put in, and here that has been done. Where the commitment is for not doing an act, the Court discharges the party from his contempt on doing the act, but that does not clear the costs. The defendant cannot be discharged until he has paid the costs.

JUDGES' CHAMBERS.

Wednesday, Aug. 14.

(Before Mr. Justice MAULE.)

Re W. SMITH, the elder.

An application can be made to a judge at chambers on an execution of "any court," the words of the 59th section being, "to a judge of one of her Majesty's superior courts of law at Westminster, or to the court in which such judgment shall have been obtained."

This was an application by summons on the attorney for the detaining creditor to shew cause why the prisoner should not be discharged out of the custody of the marshal of the Queen's Prison, under the 59th section of the Act to amend the law of insolvency and execution, on the ground that the debt for which he was detained did not exceed the sum of 20*l.*

On the part of the prisoner, it was proved, by a copy of the rules, that the debt was under the amount prescribed.

MAULE, J. asked if there was any affidavit of the debt. He should in all cases require an affidavit.

It was stated that the summons was opposed, and therefore no affidavit was needed.

MAULE, J. said he had already made orders *ex parte* on affidavit that the debts were under 20*l.* leaving the parties to apply to the court out of which the judgment was obtained if there was any fraud.

Several objections were urged on the part of the detaining creditor. The prisoner was in custody on a judgment obtained in the Palace Court, to which court he should have applied, as the creditor could then shew that he came within the exceptions of the 59th section, and was a party entitled to his discharge.

MAULE, J. decided that he could entertain the application.

It was then urged that circumstances could be shewn to prevent the prisoner being discharged. The Act contemplated that at "any time" it could be shewn that a party was not entitled as a matter of course to his liberation.

On the part of the prisoner it was contended that such circumstances could only be shewn on the trial of the cause, and that, at all events, the words "that if at any time it shall appear to the judge who shall

"try the cause," could not have reference to his lordship, as the action was brought in the Palace Court.

It was *contrà* insisted that the words of the 59th section had reference to subsequent application; the provision mentioned, besides the improper contracting of a debt, other points, such as a fraudulent transfer of property, which could not be proved on a trial; and, further, the concluding part of the clause shewed that such applications could be heard "whether or not execution against the goods" had been issued.

MAULE, J. held that he could make an order of discharge, which he made accordingly.

It is understood that application will be made to the court out of which the judgment was obtained to bring the party under the 59th section, in order that he may be retaken. The point is an important one.

Nisi Prius and Criminal Cases.

SUMMER ASSIZES.
OXFORD CIRCUIT.—HEREFORD.

CROWN COURT.

REG. v. ADDIS.

It is not felony to take a horse and ride him forty miles away, there leaving him, if there was no attempt to sell or dispose of him.

Indictment for stealing a horse.

The horse was taken by the prisoner out of a stable near where he lived at Byton, in Herefordshire, with a bridle, and ridden by him to Bewdley, on his way to Birmingham, a distance of forty miles, where he left the horse at an inn.

W. H. Cooke contended for the prisoner that, wishing to see Birmingham, he took the horse merely to assist him along his road, and not with intent to steal him.

ATCHERLEY, Serjt.—If a person, without leave or authority, takes a horse for frolic or any purpose without intent to steal, he is not guilty of felony. This intent must be gathered from the circumstances, especially from the disposition to sell the animal. In this case the prisoner does not appear to have ever offered the horse for sale, but when he arrived at the inn at Bewdley, he had the horse fed, and then went to sleep elsewhere, and, moreover, he returned to the neighbourhood whence he took the horse, and where he was well known. *Verdict, not guilty.*

Davies prosecuted, and

W. H. Cooke defended the prisoner.

MONMOUTH SUMMER ASSIZES.

REG. v. JAMES.

If a gun be presented at a person, loaded with gunpowder and bullet, but not primed, so as to be capable of going off, it is not a felony under 1 Vict. c. 85, s. 3, neither can the prisoner be convicted of an assault.

Indictment for attempting to discharge a certain gun, loaded and charged with gunpowder and bullet, at and against one George Godwin.

It appeared by the evidence that the prisoner, being in possession of a house, presented a gun at a person who came to claim entry; that the gun was wrested from him; that, in a cavity in the stock handle, there were found, under a sliding lid, several bullets; that the gun was loaded, but that, on attempting to discharge it, it did not go off, and, on looking at the pan, there was no powder, excepting what adhered to the sides, and insufficient to admit of discharging the gun.

It was admitted that, as the gun was not so loaded as to be capable of doing the harm intended, there must be an acquittal of the felony, according to the decision in *Rex* v. *Carr* (1 Rus. & Ry. 377), cited in 1 Greaves' Russ. on Crimes, 723.

Greaves contended that, though the felony was not proved, the prisoner had been guilty of an assault in presenting the gun at Godwin, who had no means of knowing that the gun was not primed, and thus an assault had been committed by presenting the gun in any way so as to create fear and alarm. (*Reg.* v. *St. George*, 9 Car. & Payne, 483.)

TINDAL, C. J.—According to the general law on the subject, it is not necessary that the person should be actually struck in order to constitute an assault. It is true, in this case, that the person might have been in such a position that he might have been struck, but you exclude that supposition by evidence that the gun was so loaded that it could not go off by any possibility; therefore, it is no felony; and, for the same reason, it is not a case in which there could have been an assault.

Greaves, for the prosecution.

Beadon, for the prisoner.

REG. v. ENGLAND and ROBINS.

A shed or cabin, though built of stone, roofed, and with door, fireplace, and window, does not constitute a house in cases of arson, under 1 Vict. c. 89, s. 3, where the building has not been slept in with permission of the owner.

Indictment for setting fire to a house.

It appeared that the building in question was a shed or cabin, used at some lime-works for the workmen to dry themselves in, and to eat their food. It had four walls built of limestone, a roof of brown turf and straw, supported by strong pieces of wood; there was a door, a fireplace, and a chimney, but no window. It was proved that no men slept there regularly, but that occasionally a man had slept there, without permission to do so. There was no furniture in the place, excepting the benches on which the men sat to eat their food.

Greaves contended that this constituted a house under the statute. He cited *Rex* v. *Smith* (1 M. & Rob. 256).

TINDAL, C. J.—We must not pare down the nature of a house within the meaning of the statute so as to exclude a very poor cottage; but here it is clear that there was no occupation at all; and the person who slept there had no sort of authority or permission from the owner to do so, and was in fact a mere trespasser. This does not constitute a house, and the prisoner must be discharged. *Verdict, not guilty.*

Greaves, for the prosecution.

W. H. Cooke, for the prisoner.

REG. v. VAUGHAN.

The plea of insanity is supported by shewing that the prisoner was incompetent to know that the particular act in question was a wrong one.

Indictment for stealing a cow.

It appeared that the prisoner had had his cow taken from him under an illegal distress; that, with a view of recovering her, he had gone to the prosecutor's close in the night, who had purchased his cow, and taken another cow out of it. It was also proved that, owing to this and various other losses, the prisoner's mind was affected, and he was under an impression that every one was robbing him; whereupon the defence of insanity was taken.

TINDAL, C. J.—It is not mere eccentricity or singularity of manner that will suffice to establish the plea of insanity; it must be shewn that the prisoner had no competent use of his understanding so as to know that he was doing a wrong thing in the particular act in question. *Verdict, not guilty.*

Rickards, for the prosecution.

Symons, for the prisoner.

Circuit Reports.

WESTERN CIRCUIT.
DEVIZES SUMMER ASSIZES, 1844.

(Before Mr. Justice PATTESON.)

Friday, Aug. 16.

REG. v. CHARLES WISE and OTHERS.

Demurrer—Indictment—Contra formam statuti.

Where an offence was created by one statute, and a subsequent statute merely altered the punishment, without altering the offence, an indictment concluding "against the form of the statutes" (in the plural) is bad on demurrer.

Indictment for a riot and beginning to demolish a house, the property of the prosecutor. It concluded "against the form of the statutes, &c." in the plural.

Slade, for the prisoners, demurred, on the ground of the conclusion being "against the form of the statutes," instead of "the statute." The offence in this case was created by one statute, and subsequently another statute was passed, changing the punishment, but in no way affecting the offence. The offence, therefore, was against one statute only, and the conclusion should have been in the singular.

PATTESON, J. said that the judgment of the Court must be for the prisoners. The demurrer was good. An objection, the converse of this, had been taken at Dorchester, and in that case he had decided against the objection, which was, in fact, a decision in favour of the objection now raised.

Slade, for the prisoners.

Saturday, Aug. 17.

REG. v. JOHN RUSSELL.

Evidence—Certificate of conviction.

On an indictment against a convict for an escape, a certificate stating that prisoner had been convicted of two larcenies, and sentenced to two several terms of transportation of seven years, sufficiently sets out the substance and effect of the indictment, and is admissible in evidence under 5 Geo. 4, c. 84, s. 24.

Prisoner was indicted for escaping from custody, being at the time under sentence of transportation. To prove the prisoner a convict,

Hadow, for the prosecution, put in a certificate, given by Mr. Bellamy, under stat. 5 Geo. 4, c. 84, s. 24, which stated that the prisoner had been convicted of *two larcenies*, and sentenced to two several terms of transportation of seven years each for the said larcenies.

Hodges, for the prisoner, contended that the certificate was insufficient. By the above statute a certificate was made evidence provided it set out the substance and effect of the indictment upon which the prisoner had been convicted. This certificate did not do so, and therefore was not evidence of the conviction.

Hadow, for the prosecution, contended that inasmuch as the certificate set forth that the prisoner had been indicted for a larceny, convicted, and sentenced to be transported, it sufficiently stated the substance and effect of the indictment.

PATTESON, J. said that he considered that the certificate in question sufficiently complied with the requisitions of the statute, and he should receive it in evidence.

The prisoner was subsequently, on other grounds, *Acquitted.*

Hadow, for the prosecution.

Hodges, for the prisoner.

CLERKENWELL POLICE COURT.

Friday, Aug. 23.

GENEROUS HELPMATE SOCIETY v. WILLIAM HUMPHREYS.

On this case being called on, an individual stated that he appeared on behalf of the defendant.

Horry, for the complainants, inquired whether he was an attorney.

The party replied that he had handed to the magistrate his authority to appear, and believed that it was satisfactory.

Horry pressed for a definite reply to his question, when the person alluded to said that he was the clerk of Mr. Rivolta, an attorney.

Mr. COMBE desired to learn the object of the inquiry.

Horry said that, not to impede the investigation at a later stage, he intended at once to object to a clerk examining a witness or addressing the Bench, as not being a person legally entitled to do so.

Mr. COMBE remarked, that he did not see that he was called on to pronounce an opinion on the point.

Horry apprehended that the magistrate would not allow an illegal act to be committed in his presence. The law nowhere authorized an attorney's *clerk* to conduct a case in any court. He was an individual not known to the law, which, wherever it allowed a person to appear and plead in court for another, specified counsel or attorney only, as in the Bankrupt and Prisoners' Counsel Acts. Besides, an attorney was only a deputy, and could not appoint another to do that by a dash of his pen which he could only do himself after five years' servitude and the payment of large sums of money. The system of practising in police and other courts by persons pretending to be clerks to attorneys, but, in reality, acting only in the names of the latter, had now become so extensive, that no method existed to destroy the abuses of which so many complaints had lately been made, except by insisting on the presence of the principals, leaving the clerks to their real official duties. He then alluded to the decisions of the Commissioners of Bankruptcy, during the last year, that clerks could not legally act as advocates before them, and quoted a recent decision of Mr. Serjt. Goulburn, that even articled clerks who were actually qualifying themselves to act in courts of justice were equally excluded.

Mr. COMBE said that he did not care about the decisions of courts of bankruptcy. The decisions of the courts of requests might just as well be quoted. He should give no opinion, but leave the clerk to act on his own responsibility.

The clerk said he was quite prepared to meet any responsibility.

Horry advised him not to be too rash in incurring the risk of a heavy fine and a long imprisonment, and was proceeding to argue that he could not be heard, when

Mr. COMBE remarked that the circular letter of the Secretary of State, some years since, directed the magistrates to hear attorneys or their authorized clerks, and it could hardly be supposed that Mr. Marck Phillips, who was one of the first lawyers of the day, would have advised a minister like Lord John Russel to send such a letter, had it been illegal, to allow attorneys' clerks to conduct cases before police magistrates.

Horry doubted very much whether that letter was intended to intimate that a clerk was to be heard like a counsel or attorney, or, if such were the fact, then he would submit that the letter had no foundation in law. As, however, the learned magistrate had intimated a disinclination to decide the point, allowing the clerk to act at his peril, he would not urge the question, which he had reason to believe would be hereafter submitted to the opinion of the Queen's Bench.

The case was then continued.

THE LEGISLATOR.

Summary.

BY the publication of some of the New Statutes, we record what has been done in the last session, and by the insertion of Sir James Graham's Bill for Amending the Law of Settlement, we put it in the power of our readers to consider its bearing at their leisure, and

afford them ample time to discuss its merits and defects. The new Acts relative to Bankruptcy, Insolvency, and Execution, it will be seen from the advertisements, form a volume in the LAW TIMES series of Important Statutes. We have noticed it in another place. Some comments upon the Six Clerks Compensation Job will be found in the leading article.

Bills in Progress.

[*Note.*—The words printed in *Italics* are proposed to be inserted in the committee.]

"A Bill to consolidate and amend the Laws relating to Parochial Settlement and to the Removal of the Poor."

1. *Repeal of so much of former Acts as relates to parochial settlement or the removal of the poor, except so far as they repeal preceding Acts.* 13 & 14 Car. 2, c. 12, ss. 1, 2, 3; 3 Wm. & Mary, c. 11, ss. 3, 4, 5, 6, 7, 8, 9, 10; 8 & 9 Wm. 3, c. 30, ss. 1, 3, 4, 6, 7; 9 & 10 Wm. 3, c. 11, s. 1; 12 Anne, c. 18, ss. 1, 2; 9 Geo. 1, c. 7, ss. 4, 5, 6, 8, 9; 3 Geo. 2, c. 29, ss. 8, 9; 31 Geo. 2, c. 11, ss. 1, 2; 13 Geo. 3, c. 82, ss. 5, 6, 7; 20 Geo. 3, c. 36, ss. 1, 2; 22 Geo. 3, c. 83, s. 39; 23 Geo. 3, c. 23, s. 1; 35 Geo. 3, c. 101, ss. 1, 2, 3, 4, 6; 49 Geo. 3, c. 124, ss. 1, 2, 3, 4; 52 Geo. 3, c. 72, s. 8; 45 Geo. 3, c. 107, ss. 1, 2, 3; 54 Geo. 3, c. 170, ss. 1, 2, 3, 4, 5, 6, 10; 56 Geo. 3, c. 139, s. 5; 59 Geo. 3, c. 12, s. 28; 1 & 2 Geo. 4, c. 32, ss. 1, 2; 3 Geo. 4, c. 126, s. 51; 6 Geo. 4, c. 57, ss. 1, 2; 11 Geo. 4, c. 5, ss. 1, 2; 1 Wm. 4, c. 18, ss. 1, 2; 1 & 2 Wm. 4, c. 42, s. 5; 1 & 2 Wm. 4, c. 59, s. 2; 3 & 4 Wm. 4, c. 40; 7 Wm. 4, c. 10; 3 & 4 Vict. c. 27; 4 & 5 Wm. 4, c. 76, ss. 64, 65, 66, 67, 68, 79, 80, 81, 82, 83, 84.

Whereas it is expedient that the law of settlement should be rendered more simple, and that the laws relating to the removal of the poor should be consolidated and amended; be it therefore enacted, by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That from and after the passing of this Act, so much of the following Acts of Parliament as relates to the settlement of persons in parishes, or the removal of poor persons from the parishes to which they are chargeable, except so far as any of the said Acts may repeal the provisions of any former Act, shall be and the same is hereby repealed; (namely) an Act made in the thirteenth and fourteenth years in the reign of King Charles the Second, "For the better Relief of the Poor of this Kingdom;" an Act made in the third year of the reign of King William and Queen Mary, "For the better Explanation and supplying the Defects of the former Laws for the Settlement of the Poor;" an Act made in the eighth and ninth years in the reign of King William the Third, "For supplying some Defects in the Laws for the Relief of the Poor of this kingdom;" an Act made in the ninth and tenth years of the reign of King William the Third "For Explaining an Act made the last Session of Parliament, intituled, 'An Act for supplying some Defects in the Laws for the Relief of the Poor of this Kingdom;'" an Act made in the twelfth year in the reign of Queen Anne, "For making perpetual the Act made in the thirteenth and fourteenth years of the reign of the late King Charles the Second, intituled 'An Act for the better Relief of the Poor of this Kingdom, and that Persons bound Apprentices to or being hired Servants with Persons coming with Certificates, shall not gain Settlements by such Service or Apprenticeships;' and for making perpetual the Act made in the sixth year of her present Majesty's reign, intituled, 'An Act for the Importation of Cochineal from any Ports in Spain during the present War, and six months longer;' and for reviving a clause in an Act made in the ninth and tenth years of the reign of the late King William, intituled, 'An Act for settling the trade to Africa, for allowing Foreign Copper Bars imported to be exported;'" an Act made in the ninth year in the reign of King George the First, "For amending the Laws relating to the Settlement, Employment, and Relief of the Poor;" an Act made in the third year of the reign of King George the Second, "For continuing and amending an Act for regulating the Price and Assize of Bread; for Relief of Bankrupts whose Certificates were not allowed before the Expiration of a late Act for the better Preventing Frauds committed by Bankrupts; for allowing further Time for Enrolment of Deeds and Wills made by Papists, and for Relief of Protestant Purchasers and Lessees, and for making further Provision concerning Certificates relating to the Settlements of Poor Persons, and the charges of maintaining and removing certificated Persons;" an Act made in the thirty-first year of the reign of King George the Second, "To amend an Act made in the third year of the reign of King William and Queen Mary, intituled 'An Act for the better Explanation, and supplying the Defects of the former Laws for the Settlement of the Poor, so far as the same relates to Apprentices gaining a Settlement by Indenture; and also to empower Justices of the Peace to determine Differences between Masters and Mistresses and their Servants in Husbandry, touching their Wages, though such servants are hired for less Time than a Year;'" an Act made in the thirteenth year in the reign of King George the Third, "For the better Regulation of Lying-in Hospitals and other Places appropriated for the charitable Reception of Pregnant Women, and also to provide for the Settlement of Bastard Children born in such Hospitals and Places;" an Act made in the twentieth year of the reign of King George the Third, "For obviating Doubts touching the Binding and Receiving of Poor Children Apprentices, in pursuance of several Acts of Parliament made for the Relief of the Poor within particular incorporated Hundreds or Districts, and for ascertaining the Settlement of Bastard Children born in the Houses of Industry within such Hundreds or Districts;" an Act made in the twenty-second year of the reign of King George the Third, "For the better Relief and Employment of the Poor;" an Act made in the twenty-third year of the reign of King George the Third, "To prevent Prisoners in the King's Bench Prison or the Rules thereof, or their Families or Servants, gaining Settlements in the Parish of Saint George the Martyr, in the Borough of Southwark, and County of Surrey; and for the Relief of the said Parish, with respect to the Families of Prisoners in the said King's Bench, or the Marshalsea Prison, or in the County Gaol, or House of Correction belonging to the said County; for regulating the manner of choosing Overseers of the Poor; and for appointing Collectors of the Poor's Rates within the said Parish;" an Act made in the thirty-fifth year of the reign of King George the Third, "To prevent the Removal of poor Persons until they shall become actually chargeable;" an Act made the forty-ninth year of the reign of King George the Third, "For altering, amending, and explaining certain Acts relative to the Removal of the Poor, and for making Regulations in certain Cases touching the examination of Paupers, as to their settlement; and for extending to all Parishes certain Rules and Orders in Workhouses, under an Act of the twenty-second year of his present Majesty, intituled, 'An Act for the better Relief and Employment of the Poor;'" an Act passed in the fifty-second year of the reign of King George the Third, "For the better Cultivation of Navy Timber in the Forest of Alice Holt, in the County of Southampton;" an Act made in the fifty-fourth year of the reign of King George the Third, "To render valid certain Indentures for the binding of Parish Apprentices, and Certificates of the Settlement of Poor Persons;" an Act passed in the fifty-fourth year of the reign of King George the Third, "To repeal certain Provisions in Local Acts for the Maintenance and Regulation of the Poor, and to make other Provisions in relation thereto;" an Act made in the fifty-sixth year of the reign of King George the Third, "To regulate the Binding of Parish Apprentices;" an Act made in the fifty-ninth year of the reign of King George the Third, "To amend the Laws for the Relief of the Poor;" an Act made in the first and second years of the reign of King George the Fourth, "For declaring valid certain Indentures of Apprenticeship, and Certificates of Settlements of Poor Persons in England;" an Act made in the third year of the reign of King George the Fourth, "To amend the General Laws now in being for regulating Turnpike Roads in that part of Great Britain called England;" an Act made in the sixth year of the reign of King George the Fourth, "For the Amendment of the Law respecting the Settlement of the Poor, as far as regards renting Tenements and paying Parochial Taxes;" an Act made in the eleventh year of the reign of King George the Fourth, "To repeal the Provisions of certain Acts relating to the Removal of Vagrants and Poor Persons born in the Isles of Jersey and Guernsey, and chargeable to Parishes in England, and to make other Provisions in lieu thereof;" an Act made in the first year of the reign of King William the Fourth, "To explain and amend an Act of the sixth year of his late Majesty King George the Fourth, as far as regards the Settlement of the Poor by the Renting and Occupation of Tenements;" an Act made in the second year of the reign of King William the Fourth, "To amend an Act of the fifty-ninth Year of his Majesty King George the Third, for the Relief and Employment of the Poor;" an Act made in the second year of the reign of King William the Fourth, "To enable Churchwardens and Overseers to inclose Land belonging to the Crown for the Benefit of Poor Persons residing in the Parish in which such Crown Land is situated;" an Act made in the fourth year of the reign of King William the Fourth, "To repeal certain Acts relating to the Removal of Poor Persons born in Scotland and Ireland, and chargeable to Parishes in England, and to make other Provisions in lieu thereof, until the First day of May, One thousand Eight hundred and Thirty-six, and to the end of the then next Session of Parliament," and all Acts to continue the same; an Act made in the fifth year of the reign of King William the Fourth, "For the Amendment and better Administration of the Laws relating to the Poor in England and Wales."

2. *Persons to retain their settlements ascertained by warrants of removal or admissions in writing made before this Act. Appeal preserved against warrants of removal made before this Act.*—Provided always, and be it enacted, That every person who, before the passing of this Act, has, on the ground of his own settlement, been removed or directed to be removed to any parish under any warrant of removal not abandoned or quashed before or after the passing of this Act, or been expressly admitted by any writing under the hands of the majority of the overseers of any parish to be settled therein, shall, after the passing of this Act, be deemed to be settled in such parish: provided also, that when any person has, before the passing of this Act, been placed under a warrant of removal, it shall be lawful for any person to appeal against such warrant, in like manner and with the like effect in all respects as if this Act had not been passed: provided also, that where any appeal against a warrant of removal has been finally decided upon before the passing of this Act, such decision shall have the like effect in all respects as it would have had if this Act had not been passed: provided also, that where any appeal against a warrant of removal has been made, but not finally decided upon before the passing of this Act, nothing in this Act contained shall in any way affect the decision to be given upon such appeal.

3. *Other persons to have—1st, Birth settlement; 2nd, Father's settlement; or, 3rd, Mother's settlement.*—And be it enacted, That every person with regard to whom no such warrant or admission has been made, shall be settled in the parish in which he was born; or if the parish in which he was born cannot be ascertained, or if he was not born in England, he shall, if born in wedlock, be settled in any parish in which his father would, if living after the passing of this Act, be settled, or if his father would not be settled in any parish in England, or if the parish in which his father would be settled cannot be ascertained, or if he was not born in wedlock, he shall be settled in any parish in which his mother would, if living after the passing of this Act, be settled; but no person shall be settled in any parish on the ground that his grandfather or grandmother or any more remote ancestor was settled there.

4. *Register of birth, or certified register of baptism, evidence of the place of birth.*—And be it enacted, That in any case in which the place of birth of any person may be in question before any justices or any court, under the provisions of this Act, such justices or court shall admit a certified copy of the register of the birth of such person made under the provisions of the Act passed in the seventh year of the reign of King William the Fourth, intituled, "An Act for registering Births, Deaths, and Marriages in England," containing a statement of the place of birth of such person as primâ facie evidence of the place of birth of such person; or if such person were born before the said Act came into operation, or if the place of birth is not stated in such register, such justices or court shall admit a copy of the register of the baptism of such person, certified by the incumbent, officiating curate, parish clerk, or any churchwarden of the parish to which such register belongs, and witnessed by one witness, as primâ facie evidence of the birth of such person in the place in which he appears by such register, or such copy thereof, to have been baptized, unless the contrary appear on the face thereof.

5. *Proviso for settlements of children born in union workhouses, &c. or under warrants of removal.*—Provided always, and be it enacted, That if any child have been born in the workhouse of any union, such child shall be deemed to have been born in the parish to which the mother of such child was, at the time of the birth, chargeable; and if any child have been born in any house licensed for the reception of pregnant women, or in any hospital for the reception and cure of persons suffering from disease or bodily injury, or in any county lunatic asylum, or in any house licensed for the reception of insane persons, or in any prison, if the mother of such child were not, before her admission into such house, hospital, asylum, or prison, respectively, resident in the parish in which such birth occurred, such mother not being settled in that parish, such child shall not, for the purposes of this Act, be deemed to have been born therein; and if any child have been born in any parish while his mother was under any warrant of removal, not executed at the time of the birth, nor afterwards abandoned or quashed, such child shall not, for the purposes of this Act, be deemed to have been born in such parish.

6. *No other mode of settlement.*—And be it enacted, That no person shall be deemed to be settled in any parish in any other than one of the several manners herein provided.

7. *Declaration that persons are to be relieved at the charge of the parish where they are destitute, until removal or lawful cessation of their destitution.*—And be it declared and enacted, That the overseers and guardians of every parish and the guardians of every union shall take order for the relief, according to the laws in force for the time being, of every poor person

destitute therein, but not settled therein, in like manner as if he were settled therein, until he is lawfully removed therefrom, or until he ceases by other lawful means to be destitute therein.

8. *Person chargeable to a parish in which he is not settled, liable to be removed to the parish of his settlement. Salvo.*—And be it enacted, That every person who has become chargeable to any parish in which he is not settled, shall be liable to be removed therefrom to any parish in which he is settled, subject to the provisions next hereinafter made; (that is to say),

1. *For married women not to be removed from their husbands' parish.*—Every woman during her marriage shall be liable to be removed to the parish in which her husband is deemed to be settled, if the same can be ascertained, and shall not be liable to be removed from such parish, or from her husband.

2. *For legitimate children not to be removed from father's parish.*—And every legitimate child under the age of *sixteen* years, whose father is living, shall be liable to be removed to the parish in which his father is settled, if the same can be ascertained, and shall not, while resident anywhere with his father, be liable to be removed from him.

3. *For legitimate and bastard children not to be removed from their mothers.*—And every child, under the age of *sixteen* years, being legitimate, whose father is dead and whose mother is living, or being a bastard, whose mother is living, shall be liable to be removed to the parish to which his mother would, if chargeable, be liable to be removed, and shall not, while resident anywhere with his mother, be liable to be removed from her.

4. *For widows and their families not to be removed for one year after the husband's death.*—And no widow who at the time of her husband's death was residing with him, nor the children of such widow, whether legitimate or bastard, under the age of *sixteen* years, shall be liable to be removed from the parish where she was so residing until the expiration of *one year* after her husband's death.

5. *For widows not to be removed from the place of their husbands' settlement and death.*—And no widow, who at the time of her husband's death was residing with him in the parish in which he was settled, shall be liable to be removed therefrom.

6. *For persons chargeable through sickness, not to be removed until relieved forty days.*—And no person who becomes chargeable to any parish on account of sickness or accident, shall be liable to be placed under a warrant of removal until he has received relief bonâ fide for the space of *forty* days, without any interval of more than *seven* consecutive days.

7. *For labourers, &c. resident five years not to be removable.*—And no person who has resided the *five* years last preceding in any parish, and has ordinarily maintained himself in or near thereto as a labourer, artificer, mechanic, servant, or tradesman, and has not been convicted of felony or misdemeanor, and has not during such *five* years been removed from such parish under a warrant of removal, shall be liable to be removed; but no residence in any prison, barrack, lunatic asylum, or public hospital, or while receiving relief, shall be considered either as an interruption or as a portion of such *five* years.

9. *Persons only to be removed to the parish where settled. Exceptions.*—And be it declared and enacted, That no person, except such as is hereby made liable to be removed to the parish of the husband's or father's or stepfather's settlement, and except persons born in Scotland, Ireland, the Isles of Man, Scilly, Jersey, or Guernsey, and their families, shall be removed to any parish other than the parish in which such person is, under the provisions of this Act, deemed to be settled.

10. *Amicable removal.*—And be it enacted, That if the overseers of any parish by writing under the hands of any two or more of them, signed in the presence of any justice of the peace, and certified under his hand to be so signed, admit that any person is settled in such parish, or is liable to be removed thereto, and thereby agree to receive such person, such person shall be deemed to be settled in such parish, or removable thereto accordingly.

11. *Summons and examination of persons liable to be removed; warrant of removal. Proviso for examination of infirm persons and prisoners.*—And be it enacted, That if the overseers of any parish shall complain to any one justice of the peace for the county, borough, or place in which such parish is situate, that any person is liable to be removed from such parish, such justice may summon such person to come before any two justices of the peace of such county, borough, or place, at a time and place to be named in such summons; and at such time and place any two justices of the peace of such county, borough, or place, may hear and examine into the matter of such complaint, and if they see fit, they may make and issue a warrant, under their hands and seals, to remove such person to the parish in which he is deemed to be settled, or to which he is liable to be removed: provided always, that if any such person be by reason of age, illness, or infirmity unable to be brought up before such two justices, or if the husband, or father, mother, or stepfather of any person liable to be removed, be a prisoner in any gaol or house of correction, or in the custody of any constable or peace officer, under or by virtue of any warrant of commitment, then any one justice of the peace may take the examination of such person, husband, father, mother, or stepfather, where he or she may be, in writing, touching his or her settlement; and such examination, signed by such justice, shall be received and admitted as evidence of the facts therein stated, in the same manner and to the same extent as if the same facts were orally deposed to, before any two justices empowered to inquire into such settlement, who may thereupon make and issue their warrant of removal as effectually as if such person, husband, father, mother, or stepfather had appeared and been examined before such two justices.

12. *Persons not to be removed under warrant till after forty days' notice; unless the removal be submitted to. In case of appeal, pauper not to be removed while it is pending.*—And be it enacted, That where any person has been directed by warrant of justices to be removed from any parish, if the overseers of such parish within *seven* days after the making of such warrant send notice, by post or otherwise, to the overseers of the parish to which such person is to be removed, that such person has become chargeable, and also within the said *seven* days send to the overseers last mentioned a copy or counterpart of such warrant of removal, and a statement of the grounds upon which the same was made, the overseers of the parish to which such person is so chargeable may, after the expiration of *forty* days after the sending of such notice and copies or counterparts, remove such person, but not otherwise: provided always, that if the overseers of the parish to which such person is to be removed agree, by writing under their hands, to receive such person before the expiration of such *forty* days, the overseers of the parish from which such person is to be removed may remove such person, although such *forty* days have not expired: provided also, that if notice of appeal against the warrant for the removal of such person be received by the overseers of the parish on whose behalf such warrant was obtained, they shall not remove such person until after the time for prosecuting such appeal has expired, or if such appeal be prosecuted, until the final determination thereof.

13.—*Overseers, or persons employed by them, may execute the warrant of removal.*—And be it enacted, That such overseers may employ any proper person to carry, remove, and deliver any pauper directed by such warrant to be removed, and that the delivery by such person of any such pauper shall be as good, valid, and effectual, to all purposes whatsoever, as if such pauper were delivered by any overseer.

14. *Penalty for procuring removals of poor persons without warrants of justices.*—And be it enacted, That if any officer of any parish or union do for the purpose and with the intent of causing any poor person to become chargeable to any other parish or union to which such person was not before chargeable, convey any poor person out of such parish or union, or cause or procure any poor person to be so conveyed, or give directly or indirectly any money or other relief or assistance, or afford or procure to be afforded any facility for such conveyance, or make any offer or promise, or use any threat to induce any poor person to depart from such parish or union, and if, in consequence of such conveyance or departure, any poor person become forthwith chargeable to any other parish or union, to which such poor person is not at the time removable under a warrant of removal, or admission of settlement in writing as aforesaid, such officer, on conviction thereof before any two justices (either of the place from whence such poor person has been conveyed, or had departed as aforesaid, or of the place where such poor person has so become chargeable) shall forfeit and pay for every such offence any sum not exceeding *five pounds*, nor less than *forty shillings*.

15. *Delivery of paupers under orders of removal.*—And be it enacted, That the delivery of any pauper under any warrant of removal to any officer of the workhouse of any parish, or of any union in which such parish is comprised, at such workhouse, shall be deemed to be a delivery of such pauper to the overseers of the said parish.

16. *Suspension of execution of warrants of removal. Recovery of expenses incurred by such suspension. Appeal given where such charges exceed ten pounds. Award of costs.*—Provided always, and be it enacted, That where any warrant has been made for the removal of any person, if it appear to the justices who made such warrant, or to any other two justices of the same county or jurisdiction, that such person is unable to travel, by reason of sickness or other infirmity, or that it would be dangerous for him to do so, such justices shall suspend the execution of such warrant, as well with respect to such person as with respect to every other person thereby directed to be removed, until the same may be executed without danger to any person who is the subject thereof, and shall indorse such suspension on the said warrant of removal, and shall sign the same; and when such justices, or any other two justices of the same county or jurisdiction, are satisfied that such warrant may be executed without danger to any person who is the subject thereof, such justices shall direct such warrant to be executed, and shall indorse such direction on the said warrant of removal, and shall sign the same; and if it be proved on oath before such last-mentioned justices that any expenses of relief or maintenance, other than of medical relief, have been incurred by such suspension, such justices may order the overseers of the parish to which such person is directed to be removed, to pay such expenses of relief and maintenance, other than of medical relief; and if the overseers of the parish in whose behalf such warrant was made have, within *seven* days after such suspension, sent, by post or otherwise, to the overseers of the parish to which such person is directed to be removed notice of such warrant of removal, and of the suspension thereof, and have also within such *seven* days sent to the overseers last mentioned a copy or counterpart of such warrant and suspension, and a statement of the grounds upon which such warrant was made, and if such person be afterwards removed under such warrant, or if such person die before the execution of such warrant, then the overseers of such last-named parish shall pay such expenses; and if they refuse or neglect to pay the same within *three* days after the demand thereof, and if they do not within such *three* days give notice of appeal against the order to pay such expenses, then the overseers of the parish on whose behalf such warrant was made may recover such expenses, together with cost of recovering the same, in the same manner as penalties and forfeitures; and when the sum so ordered to be paid on account of such charges exceeds the sum of *ten* pounds, if the overseers of the parish ordered to pay the same think such parish aggrieved thereby, and if, within *three* days after demand made of payment under such order, they give notice to the overseers of the parish on whose behalf such order was made, of their intention to appeal against the same, then the overseers of the parish ordered to pay such sum may appeal to the General or Quarter Sessions of the Peace, held next after the expiration of *fourteen* days from the giving of such notice, for the county, city, borough, or place wherein the parish on whose behalf such order was made doth lie; and if such Court be of opinion that the sum so ordered is more than of right ought to have been paid, such Court shall strike out the sum contained in the order, and insert therein the sum which in the judgment of such Court ought to be paid; and upon such appeal before such Court, or upon proof made before such Court that notice of such appeal has been given, although such appeal has not been prosecuted, such Court shall award to the party in whose favour such appeal is determined, or to whom such notice was given, such costs and charges in the law as such Court in their discretion think just and reasonable, to be paid by the party against whom such appeal is determined, or by whom such notice was given; and the party to whom such costs and charges are awarded may recover the sum inserted in such order by such Court as aforesaid, and the costs and charges awarded by such Court as aforesaid, in the same manner as penalties and forfeitures: provided always, that if in any case it appear to the justices ordering payment of such costs and charges, or to the Court of Quarter Sessions on appeal against such order, that the removal of any such person was negligently or improperly delayed after he was in a fit state to be removed, such justices or such Court may reduce the amount of the costs and charges so to be paid, as to them may seem fit.

17. *Overseers may abandon a warrant of removal, paying the other parties' costs.*—And be it enacted, That in any case in which a warrant has been made for the removal of any person from any parish, and notice thereof sent as aforesaid, if at any time after such notice, whether notice of appeal against such warrant have or have not been then given, the overseers of such parish give notice in writing under the hands of any two or more of them to the overseers of the parish to which such person is directed to be removed, that they abandon such warrant, then such warrant, and all proceedings consequent thereon, shall become and be null and void to all intents and purposes, as if the same had not been made; and shall not be given in evidence in case any warrant be afterwards obtained for the removal of any person who may have been affected by such first-mentioned warrant; and the overseers abandoning such warrant shall pay to the overseers of the parish to which the removal was thereby directed to be made, the costs incurred by such last-mentioned overseers, by reason of such warrant, and of all subsequent proceedings thereon; and if such last-mentioned overseers apply to the proper officer of the court before whom any appeal against such warrant, if it had not been abandoned, might have been brought, and if they produce to him the notice of such abandonment, and if they satisfy him that such reasonable notice of taxation has been given to

the overseers abandoning such warrant as in his judgment the distance between the parishes requires, such officer shall tax such costs; and may thereupon charge and receive the usual costs of taxation; and shall indorse the sum allowed by him as costs, and the amount of the said costs of taxation upon the notice of abandonment; and if such costs, being lawfully demanded, be not paid within *ten* days after taxation, the overseers entitled to the same may recover them as penalties and forfeitures.

18. *Duplicate of warrant of removal, &c. to be transmitted to the clerk of the peace, who is to preserve the same.*—And be it enacted, that the clerk to the justices, or, if there be no such clerk, then one of the justices who have made any warrant of removal, shall transmit within days from the making of such warrant a duplicate of such warrant, and also all the original depositions upon which such warrant was made to the clerk of the peace for the county, borough, or place of which the said justices are justices, and that such duplicate and depositions shall thenceforward be kept by said clerk of the peace.

19. *Clerk of the peace to furnish copies.*—And be it enacted, That if the overseers of the parish to which any person is by such warrant ordered to be removed, do, by writing delivered to such clerk of the peace, require such clerk of the peace to furnish them with a copy of such duplicate and depositions, or either, such clerk of the peace shall, within a reasonable time after the delivery to him of such written requisition, furnish a copy of such duplicate or depositions, as the case may be, on being paid therefore at the rate of

20. *Overseers of the parish aggrieved by warrant of removal may appeal.*—And be it enacted, That if the overseers of the parish to which any person is by any warrant directed to be removed as aforesaid, consider such parish to be aggrieved thereby; and if within *twenty-one* days after they have received the statement of the grounds upon which the same was made, and the copy or counterpart of the warrant, such overseers give to the overseers of the parish on whose behalf such warrant was obtained, notice in writing, under the hands of any two or more of them, of their intention to appeal against such warrant, together with a statement in writing, under the hands of any two or more of them, of the grounds of such appeal, the said overseers of the parish to which such person is directed to be removed may appeal to the General or Quarter Sessions of the Peace to be held for the county, city, borough, or place wherein the parish on whose behalf such order was obtained, or any part thereof, doth lie.

21. *Overseers of the parish aggrieved by warrant of removal may have access to the pauper touching his settlement or liability to removal.*—And be it enacted, That the overseers giving such notice of appeal, or their attorney, or any other person authorized by them, may, until such appeal is heard and decided, at all proper times have free access to the person directed to be removed, for the purpose of examining him touching his settlement or liability to be removed; and if it be necessary for the more effectual examination of such person, that he should be taken out of the parish in whose behalf the warrant was obtained, such overseers may remove him therefrom for the time which may be necessary for that purpose; and in such case the said overseers shall defray the expense of such removal, and of the maintenance of such person during the same.

22. *Quarter Sessions to hear appeal; no grounds to be gone into, but those set forth in the respondents' and appellants' statements.*—And be it enacted, That the justices of the peace at the General or Quarter Sessions of the county, borough, or place wherein the parish is situate from which the warrant appealed against has directed the removal to be made, held next after the expiration of *fourteen* days from the day on which the notice of appeal was given, shall hear and determine such appeal upon the grounds set forth respectively in the respondents' statement of the grounds of the warrant of removal, and in the appellants' statement of the grounds of their appeal; and neither the respondents nor appellants shall, on the hearing of such appeal, go into, or give evidence of, or be heard upon, any other grounds of removal or of appeal than those set forth in their respective statements as aforesaid.

23. *On trial of appeal, the duplicate of warrant and the depositions transmitted to the clerk of the peace, may be referred to for certain purposes.*—And be it enacted, That upon the trial of any appeal against any such warrant of removal, the Court trying such appeal, or either party, shall be at liberty to refer to the said duplicate and depositions so transmitted as aforesaid to the clerk of the peace; but such depositions shall not be considered as furnishing evidence of the facts therein deposed to, except only for the purpose of shewing that the person or persons making such depositions has or have made the statements therein contained, and except only where evidence of the fact of such statements having been made is by law admissible; provided nevertheless, that where any party who has made such depositions is dead at the time of trying the appeals, the deposition of such party shall be admissible at such trial as evidence of the facts therein stated, in the same way and to the same extent as such statement would have been admissible at such trial if then orally deposed to by such person: provided nevertheless, that on the trial of any such appeal no warrant of removal shall be quashed or set aside, either wholly or in part, on the ground that such depositions do not furnish sufficient evidence to support, or that any matter therein contained raises an objection to, the warrant or the statement of the grounds of removal, except when such objection to the warrant or statement arises upon depositions given in evidence, in consequence of the death of the party making such depositions, and in that case such objection shall have the same weight and effect as if it were raised by the oral evidence of such party.

24. *Costs to be awarded.*—And be it enacted, That upon any appeal against any warrant of removal being heard before any Court of General or Quarter Sessions, or upon proof before any such Court, of notice of such appeal having been given, though such appeal were not afterwards prosecuted, such Court shall order either party to pay to the other such costs and charges as they consider just and reasonable, and shall certify the amount thereof; and if either of the parties have included in their respective statements, any grounds of removal or of appeal which, in the opinion of the Court determining such appeal, are frivolous or vexatious, such Court may, at their discretion, direct such party to pay the whole or any part of the costs incurred by the other party in disputing any such grounds, and shall certify the amount thereof; and if the amount so certified in any of the cases aforesaid be demanded of the overseers liable to pay the same, and if such certificate thereof be produced to them, and if they refuse or neglect to pay the same, the overseers entitled thereto may recover the same as penalties and forfeitures.

25. *Costs may be taxed by the proper officer at any time, although the Court be not sitting.*—And be it enacted, That where, either by this Act or any preceding Acts, costs are incidental to any warrant of removal, or any appeal therefrom, or any proceedings touching the same, such costs may be taxed by the proper officer in that behalf at any time; and such taxation, when duly made in other respects, shall be valid and effectual, whether or not the court to which such officer belongs be sitting at the time of the taxation, in the same manner as if such court were actually sitting at the time of the taxation.

26. *Costs of relief of persons under warrant of removal to be repaid.*—And be it enacted, That where a warrant has been made for the removal of any person from any parish, and the liability of such person to be removed under such warrant has been admitted by submission to the warrant, or adjudged upon appeal, the overseers of such parish may recover from the overseers of the parish to which such person was by such warrant directed to be removed, the charges and expenses of his relief and maintenance lawfully incurred from the time when notice was sent that he had become chargeable, until the time when he might lawfully have been removed; and if the same be not paid within *three* days after a demand thereof, the overseers entitled thereto may recover the same in the same manner as penalties and forfeitures: provided always, that no charges or expenses of relief or maintenance incurred by reason of the suspension of any such warrant shall be recoverable, except upon the conditions hereinbefore prescribed.

27. *Notices of removal may be served by post.*—And be it enacted, That every notice of any poor person being chargeable, and every copy or counterpart or notice of any warrant (whether suspended or otherwise) for the removal of any poor person, and every statement of the grounds upon which any such warrant is made, and every agreement in writing to receive a person under a warrant of removal, and every notice of appeal against any such warrant, and every notice containing the grounds of any such appeal, and every notice of the abandonment of such warrant, and every bill or demand of costs incurred under or by reason of any such warrant, and every notice of appeal against any order for payment of costs incurred by reason of the suspension of any warrant of removal, shall be held to have been properly served or delivered, if it be proved that the same was properly addressed to the parties entitled to receive the same, and endorsed on the outside of the letter or packet with the name of the document as it is above described, and put into the post-office, and registered according to any regulations in force at the time, under the authority of her Majesty's Postmaster-General, seven days at the least before the time when the same is required to be served or delivered, unless the party to be affected by such notice or other document prove that the same has not been duly received; and if any person make oath that he so put such letter or packet into the post-office, and if he produce a receipt for the same, purporting to be signed by the Postmaster or other person authorized to register letters, and state upon oath to the satisfaction of the Court before which he produces the receipt, the circumstances under which and the person from whom he received the receipt, the posting and registering of such letter or packet shall be deemed to be sufficiently proved.

28. *Provision for removal of natives of Scotland, Ireland, and the Isles of Man, Scilly, Jersey, and Guernsey.*—Provided always, and be it enacted, That if any person born in Scotland or Ireland, or in the Isle of Man, or Scilly, or Jersey, or Guernsey, not deemed to be settled in England, nor being temporarily or permanently exempted from the liability to be removed under the provisions of this Act, become chargeable, by himself, herself, or any of his or her family, to any parish in England, such person, his wife, and any of his or her children so chargeable shall be liable to be removed therefrom to Scotland, Ireland, the Isle of Man, Scilly, Jersey, or Guernsey, respectively, according as he or she may belong thereto; and if the overseers of such parish complain thereof to any one justice of the peace, such justice may summon such person to come before any two justices of the peace, at any time and place to be named in the summons; and at such time and place any two justices may hear and examine into the matter of such complaint, and if they see fit they may make and issue a warrant under their hands and seals, in the form in the schedule hereunto annexed, to remove such person forthwith, at the expense of such parish in the first instance.

29. *Justices in Quarter Sessions to make new regulations for removal of Scottish and Irish poor, &c. to their respective places of birth or residence.*—And be it enacted, That the justices of the peace of every county, city, borough, or place shall at their General or Quarter Sessions of the Peace to be holden next after the passing of this Act, or some adjournment thereof, and from time to time thereafter, as they may see occasion, make regulations for the more effectually carrying into effect the provisions of this Act for the removal of such persons, their wives and children, whether by land or sea, or part of the way by land and part by sea; and as regards persons born in Scotland or Ireland, and their families, such justices shall, in such regulations, provide, as far as may be, for the removing of such persons to parts or places nearest to the respective places where such persons were born or have resided; and such regulations, when approved by the Poor Law Commissioners, shall be observed and carried into effect by all justices of the peace, overseers, constables, and other persons charged with or concerned in such removal into such respective county, city, borough, or place; and when any such regulations have been so approved, all rules, orders, regulations, and directions heretofore made for the removal of persons born in Scotland, Ireland, or the Isles of Man, Scilly, Jersey, or Guernsey, shall cease to have effect.

30. *Expenses of parishes to be repaid out of county rates.*—And be it enacted, That in case the overseers of the parish on whose complaint such last-mentioned warrant of removal was made, bring or send to the clerk of the peace, or town clerk of the county, city, borough, or place in which such parish is situate, such warrant of removal, accompanied with an affidavit sworn before some justice of the peace of such county, city, borough, or place (who is hereby authorized to administer the same), of the amount of the expenses bonâ fide incurred and paid by such overseers on account of such removal, and also a statement of the several items comprised in such amount, such justice of the peace or town clerk shall lay the same before the justices of the peace, assembled at the Quarter Sessions, or adjournment thereof, holden for such county, city, borough, or place next after he has received the same; and the said justices, so assembled as aforesaid, shall, if the regulations in force in regard to such removal have been duly complied with, order the amount of such expenses to be paid out of the county rate raised in such county, city, borough, or place.

31. *How such expenses are to be defrayed within London.*—And be it enacted, That all such expenses as last aforesaid properly and reasonably made out of the rates of any parish within the city of London, shall be charged against the said city of London; and when the justices of the said city of London assembled at any Quarter Sessions or adjourned session have audited and allowed such expenses, the Chamberlain of the said city of London shall repay such expenses to the overseers of the said parish; and the justices of the said city of London shall, at such times as they may think fit, order a rate to be made in the several wards of the said city for the repayment of such expenses, and thereupon such rate shall be made in the same manner and with the same powers and authorities as the rates made for the relief of the poor in such parishes.

32. *How such expenses are to be defrayed by cities, &c. not contributing to county rate.*—And be it enacted, That in any city, borough, town corporate, division, or liberty which does not contribute to the county rate, or in which no county rate, or rate in the nature of a county rate, is raised, but comprises more than one parish, the justices of the peace for such city, borough, town corporate, division, or liberty, assembled at any Quarter or adjourned Sessions of the Peace shall order a general rate to be made in the parishes within such city, borough, town corporate, division or liberty, at such time as such justices think fit, for the repayment of the expenses incurred for the removal of persons born in Scotland, Ireland,

or the islands of Man, Scilly, Jersey, or Guernsey, and their families as aforesaid; and thereupon such rate shall be made in each of such parishes in the same manner and with the same powers and authorities as the rates made for the relief of the poor in such parishes.

33. *Appeals against such removals may be lodged at the instance of boards of guardians in Ireland, and of kirk session, heritors, or borough magistrates in Scotland.*—And be it enacted, That if any board of guardians of any union in Ireland, or the heritors and kirk session, or borough magistrates in Scotland, think themselves aggrieved by any removal of any poor person under the provisions of the said Act; and if they forward to the Poor Law Commissioners a statement of the case, and of any grounds for concluding that such poor person is to be deemed to be settled in any parish in England, or was liable to be removed to any parish in England, or was not in law liable to be removed from the parish from which he was in fact removed; and if they, or any persons on their behalf, give good security, in England, to the said commissioners, for the payment of all costs which may be incurred in any appeal against the warrant for the removal of such poor person, such commissioners, if satisfied that it will be expedient so to do, may appeal, on behalf of the persons so aggrieved, to the justices of the peace at any Quarter Sessions holden for the county, city, borough, or place from which such removal was made, held at any time within six calendar months after such removal was completed; and such Court shall proceed therein as in any case of appeal against a warrant of removal under this Act; and if the warrant of removal is reversed by such Court, the overseers of the parish on whose behalf the same was obtained shall pay the necessary expenses and charges of conveying the poor person removed under the same back to such parish; and if they refuse or neglect to pay the same within *three* days after demand thereof, the persons on whose behalf such appeal was brought, or any person authorized by them, may recover the same as penalties and forfeitures; provided always, that the overseers of the parish in whose behalf such warrant was obtained may at any time after such appeal give notice in writing, under the hands of any two or more of them, to the said commissioners, and to the persons on whose behalf such appeal was brought, that they abandon such warrant; and if they thereupon pay to such persons or to any person authorized by them, the expenses incurred by such persons by reason of such warrant, and in any proceedings consequent thereon, and the necessary expenses and charges of conveying the person removed under the same back to such parish, such appeal shall be no further prosecuted.

34. *Boards of guardians may apply for warrants of removal in certain cases.*—And be it enacted, That if any person be liable to be removed from any parish under a board of guardians, or from any union, or from any parish in a union, it shall be lawful for justices of the peace to make a warrant for the removal of such person upon the complaint of the board of guardians of such parish or union, in like manner as such justices might do upon the complaint of the overseers of the parish to which such person may be chargeable; and such board of guardians shall have the like powers as overseers for the removal of such person.

35. *Appointment of a paid removing officer.*—And be it enacted, That the provisions of the said Act of the fifth year of the reign of King William the Fourth, intituled, "An Act for the Amendment and better Administration of the Laws relating to the Poor in England and Wales," relating to the appointment of paid officers, their duties, payment, continuance in office and removal, shall extend and apply to the appointment of paid officers for the purpose of obtaining and executing warrants of removal, and the duties incident thereto or consequent thereupon.

36. *The Poor Law Amendment Act and this Act to be construed as one Act.*—And be it enacted, That the said Act of the fifth year of the reign of King William the Fourth, "For the Amendment and better Administration of the Laws relating to the Poor in England and Wales," and all Acts to amend and extend the same, and the present Act, except so far as the provisions of any former Act are altered, amended, or repealed by any subsequent Act, shall be construed as one Act.

37. *Act limited to England and Wales, except so far as relates to persons born in Scotland, &c.*—And be it enacted, That this Act shall apply so far as the same is applicable to the removal of poor persons born in Scotland and Ireland, and the Isles of Man, Scilly, Jersey, and Guernsey, and their families; but in other respects this Act shall extend only to England.

38. *Act may be amended this session.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this present session of Parliament.

SCHEDULE

TO WHICH THE FOREGOING ACT REFERS.

Form of Warrant of Removal of Persons born in Scotland or Ireland, or in the Isle of Man, or Scilly, or Jersey, or Guernsey.

To the constable of the [parish or township] of in the county of

to wit, } Whereas complaint hath been made by the [churchwardens and overseers of the poor, or guardians of the poor], of the parish, township, union [or as the case may be], in the said county of unto us, whose names are hereunto set, and seals affixed, two of her Majesty's justices of the peace, acting in and for the said county, that a person born in Scotland [or Ireland, or the Isle of Man, or Scilly, or Jersey, or Guernsey], hath become and is now chargeable to the said parish and [or to the parish of in the said union]: and whereas, upon examination of the said taken upon oath before us (which examination is hereto annexed), it doth appear, and we do adjudge that the hath not a settlement in England, and is not exempted temporarily or permanently from the liability to be removed from the said parish, and is not liable to be removed to any parish in England; and that he hath a wife named and children, videlicet neither of which children has any settlement in England.

These are therefore to require you, the said constable of aforesaid, in the county of aforesaid, to convey the said his wife and family aforesaid, to Scotland, [&c.] in the manner directed by the regulations of the justices of the said county, and approved by the Poor-Law Commissioners, in pursuance of the provisions of a certain Act made and passed in the year of the reign of Queen Victoria, intituled [the title of this Act].

Given under our hands and seals this day of in the year of our Lord one thousand eight hundred and

[Here copy the regulations of the justices of the county approved by the Poor-Law Commissioners as applicable to the removal of the party.]

Form of Examination.

to wit, } The examination of taken on oath before us, two of her Majesty's justices of the peace acting in and for the [county, riding, city, borough, town corporate, division, or liberty] aforesaid, this day of in the year of our Lord one thousand eight hundred , who on oath saith, that according to the best of [his or her] knowledge and belief, [he or she] born in in that part of the United Kingdom called Scotland [or, Ireland, or in the Isle of Man, or Scilly, or Jersey, or Guernsey], which [he or she] left about years ago, and hath no settlement in that part of the United Kingdom called England, and hath actually become and is now chargeable to the [parish] of in the [county, township, &c. as the same may be], of and that he is not exempt from the liability to be removed therefrom [and that he hath a wife named and children, neither of which children have gained a settlement in England].

Sworn the day and year first above written, before us

NEW STATUTES.

Of the Session 8 Victoria.

[In this record of actual Legislation, we adopt the plan of giving the titles alone of the statutes of no general or professional interest; and analyses of the more important changes in the law, printing at length such statutes or parts of statutes only as are of particular interest to our readers.]

(*Continued from page 403.*)

CAP XXXII.

An Act to regulate the Issue of Bank Notes, and for giving to the Governor and Company of the Bank of England certain Privileges for a limited period. (July 19, 1844.)

This is the Bank Charter Act. After reciting that it is expedient to continue certain privileges of exclusive banking to the Bank of England, it is, by section 1, enacted that, after the 31st of August 1844, the Bank shall establish a separate department for the issue of notes. Sec. 2 regulates the amount of issues; sec. 3 the proportion of silver bullion to be retained Sec. 4 enacts that all persons may demand of the issue department notes for gold bullion. Sec. 5 gives power to increase securities in the issue department, and to issue additional notes. Sec. 6 requires an account to be rendered by the bank weekly. Sec. 7 exempts the notes of the Bank from stamp-duty. Sec. 8 requires the Bank to allow 180,000*l.* per annum for its privileges; and, by sec. 9, it is to allow the public the profits of increased circulation. Sec. 10 provides that, after the passing of this Act, no person other than a banker issuing notes on 6th May, 1844, shall issue bank notes: and sec. 11 imposes certain restrictions on their issue by existing banks. By sec. 12, bankers ceasing to issue notes may not afterwards resume them. Sec. 13 provides that existing banks of issue shall continue under certain limitations; and sec. 14 makes provision for united banks. Sec. 15 enacts, that a duplicate certificate be published in the *Gazette*, which shall be evidence; sec. 16, that, in case of the union of banks, the commissioners are to certify the amount of notes which each bank was authorized to issue. Sec. 17 imposes a penalty upon banks issuing in excess. Sec. 18 enacts that banks of issue are to render an account weekly of their issues. Sec. 19 provides a mode of ascertaining the average amount of bank notes for each banker in circulation during the first four weeks after 10th Oct. 1844. By sec. 20, commissioners of stamps and taxes are empowered to cause the books of bankers, containing accounts of their notes in circulation, to be inspected, and imposes a penalty of 100*l.* on refusal to permit them to do so. Sec. 21 requires all bankers to return their names once a year to the stamp-office; and sec. 22, that bankers shall take out a separate license for every place at which they issue notes or bills, with a proviso in favour of bankers who had four such licenses in force on the 6th May, 1844. Sec. 23 gives compensation to certain bankers, named in the schedule, who have ceased to issue notes, by agreement with the Bank of England. Sec. 24 gives to the Bank of England power to compound with issuing banks; sec. 25, such composition to cease on 1st August, 1856. Sec. 26 gives to joint-stock and other banks, within sixty-five miles of London, to accept, &c. bills. Sec. 27, the Bank to enjoy the privileges conferred by the Act subject to redemption.

CAP. XXXIII.

An Act for facilitating the Collection of County Rates, and for relieving High Constables from attendance at Quarter Sessions in certain Cases, and from certain other Duties. (19 July, 1844.)

We give this statute entire:—

1. *Justices of the peace shall send precepts directly to guardians of unions for the payment of county rates, &c. Guardians to pay such rates. County treasurer to receive the same.*—Whereas the constitution of boards of guardians for parishes and unions of parishes for the administration of the laws for the relief of the poor in England, together with the appointment of treasurers holding funds contributed by such parishes, affords great facility for the collection of county rates, hundred rates, police rates, and other like rates authorized to be levied in counties or parts of counties; and it is expedient to relieve high constables from the duties of collecting and paying to the county treasurer the said rates, and from attending at the quarter sessions of the peace of their several counties in certain cases, and from the performance of certain other duties at present by law imposed on them: Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That from and after the first day of October in this present year, so soon as any vacancy occurs in the office of high constable of any hundred, by the expiration of his appointment, or otherwise, then, as often as the justices of the peace within the respective limits of their commissions in England have made a county rate or a police rate, or any other rate which may by law be raised in like manner as county rates, or any two or more such rates, such justices assembled at their general or quarter sessions, or at any adjournment thereof, shall order precepts in the form shewn in the schedule annexed to this Act, or as near thereto as may be, to be issued to the guardians of every union of parishes, of which union any parish is situate within such limits, stating the sum or sums assessed and charged for each such rate, on each parish in the union, the whole of which parish is situate within such limits, and to the guardians of every single parish situate within such limits, stating the sum or sums assessed and charged on such parish for each such rate, and requiring the guardians of such union or parish respectively, within such time as may be limited in such precepts, to cause the aggregate of the said several sums so stated to be paid by them, out of the moneys held by them on behalf of each such parish, to the treasurer of the county or place for which such justices act, and may cause such precepts to be sent by post, or otherwise, to such guardians; and such precepts shall have force in every such union so far as concerns such parishes as are within the limits of the commission of the said justices, notwithstanding that the place of meeting of such guardians may not be situated within such limits, and without being indorsed with the signature of any justice of the peace having ordinary jurisdiction in the place of meeting of the guardians; and such guardians shall raise the moneys required by such precepts to be paid in like manner as the money required by such guardians for the relief of the poor, and shall pay such moneys at the time limited and in the manner prescribed by such precepts; and

If the treasurer of such guardians, or any person on his or their behalf, tender to the treasurer of the county or place for which such justices act, the aggregate of the said several sums, or if he so tender the whole sum assessed on any such parish or parishes in respect of any such rate or rates, together with a copy of such precept in which are specified the parish or parishes, and the rate or rates, in respect of which the same is so tendered, the treasurer of the county shall receive the sum so tendered, notwithstanding that the sums required to be paid on behalf of other of such parishes or of other of such rates be not then tendered, and shall give a receipt for the sum or sums received by him accordingly, but he shall not receive any sum on behalf of any such parish less than the whole of the sum assessed and charged thereon in respect of one such rate; and the receipt of the treasurer of such county or place shall be a good discharge for the payment of the sums specified in any such precept or of any of them.

2. *If the guardians fail to pay such rates, the justices may issue warrants to the overseers of parishes, &c. to pay the same.*—And be it enacted, That in case guardians do not pay within the time limited in such precept the sum or sums of money therein required to be paid on behalf of any parish, the said justices assembled as aforesaid may cause to be issued and sent, by post or otherwise, to the overseers of the poor of such parish, or to the petty constable or peace officer, or other person or persons empowered in any place to rate and levy the moneys assessed as such county, police, or other rate, warrants to collect and pay to the treasurer of the county or place in which such justices act, within a time to be named and limited in such warrants, the rate or rates charged on such parish or place respectively, together with an addition to such rate or rates in the proportion of one shilling to every ten; and such additional sum shall be applied and disposed of in like manner as the county rate; and such overseers of the poor, petty constables, peace officers, or other persons, may reimburse themselves, as well for such additional sums as for the original amount of rate or rates, out of the moneys which they are respectively empowered to rate and levy for the purpose of such county, police, or other rate, but shall not receive or take from the county rate, or any other rate, any allowance or compensation for their trouble or expenses incurred in collecting, levying, or paying such county, police, or other rate.

3. *If the overseers, &c. fail to pay, the justices may levy the rate by distress and sale.*—And be it enacted, That if any overseer, petty constable, peace officer, or other person as aforesaid refuse, make default, or neglect to pay to the treasurer of the county or place, within the time limited as aforesaid, the sum or sums of money specified in the said warrants, and if the clerk of the peace or treasurer of the county or place make complaint thereof, then any justice of the peace of such county or place may by warrant under his hand levy the same by distress and sale of the goods of the offender; and the justices assembled as aforesaid may pay to any clerk, constable, messenger, or other person who may have been employed in making such complaint, or in obtaining, drawing, or executing such warrant, such reasonable compensation out of the county stock as to the said justices may seem fit.

4. *Parishes not in arrear with contributions to be reimbursed by those which are in arrear.*—And be it enacted, That in every case where any parish comprised in a union has, on or before the day on which any precept as aforesaid should be obeyed, contributed money sufficient to enable the guardians of the union to pay any sum or sums required by such precept in respect of such parish, as well as to provide for the immediate relief of the poor of such parish, and to satisfy all other obligations of the said guardians in respect of such parish in force on that day, and where, through the default of any other parish or parishes in the same union in contributing money to such guardians, or through the neglect of such guardians to demand sufficient contributions from any other parish or parishes in the same union, the said guardians have applied the money of such first-mentioned parish to the use of such other parish or parishes, and are thereby rendered unable to pay any money so required by such precept on behalf of such first-mentioned parish, and such parish is by reason thereof compelled to pay the additional sum of one shilling in every ten as hereinbefore provided, in every such case the guardians of the union shall reimburse such first-mentioned parish such additional sum, and all costs incurred by reason of the premises, out of the moneys of such other parish or parishes which may next thereafter come into the hands of such guardians; and in case more than one parish be in default as aforesaid the said guardians shall charge such additional sum and costs to every such parish, in proportion to the amount of the deficiency of the contribution of each parish respectively on the day on which the said precept should have been obeyed.

5. *Justices may issue precepts to the overseers of parishes, &c. not comprised in unions, or only partly, within the jurisdiction of the justices, without the intervention of the high constable.*—And be it enacted, That in the case of every parish not comprised within any union, and in which the laws for the relief of the poor are not administered by a board of guardians, and in the case of every parish comprised in a union the guardians of which are not empowered to relieve the poor, and in the case of any parish comprised within a union, or in which the laws for the relief of the poor are administered by a board of guardians, of which parish a part only is situate within the limits of the commission of any justices, for which part no separate rate is levied for the relief of the poor, and in the case of every place not maintaining its own poor, but liable to the payment of county, police, or other rates as aforesaid, the justices assembled as aforesaid may, so soon as any vacancy occurs in the office of high constable as aforesaid, issue their warrant to the overseers, petty constables, peace officers, or other persons empowered by law to rate and levy county, police, or other rates in such parish, part of a parish, or place, to pay to the county treasurer, or to transmit to him in such manner as the said justices may from time to time direct, within a time limited in such warrant, the county rate, police rate, or other rate or rates as aforesaid charged on them, without the agency or intervention of any high constable, and such justices may cause such warrant to be sent by post or otherwise; and in case the said overseers, petty constable, peace officer, or other person refuse or neglect to pay any such rate within the time limited in such warrant, the same remedy may be had against them as now by law exists against overseers neglecting to pay on the warrant of the high constable.

6. *Delivery of precepts, &c. by post, and evidence thereof.*—And be it enacted, That whenever precepts or warrants as provided by this Act are to be sent by post, the clerk of the peace shall send every such precept or warrant by post as a registered letter, according to the regulations of the Postmaster-General in force for the time being in that behalf; and every precept or warrant delivered or tendered as a registered letter at the address of the person to whom it is addressed, whether a receipt be given for the same or not, shall be deemed to have been served on the person to whom the same was so delivered or tendered; and if delivered or tendered to the clerk or other like officer acting for any guardians, shall be deemed to have been served on the whole of such guardians; and if delivered or tendered to any one overseer of a parish, shall be deemed to have been served on the whole of the overseers of such parish.

7. *Where special sessions are required to be holden, notice of the same to be sent to each justice.*—And whereas it is expedient to relieve high constables from the duty of serving notices of the holding of special sessions on the justices of the peace of the division of special sessions personally; be it enacted, That from and after the passing of this Act, in all cases in which special sessions are required to be holden for any division of any county or place, if notice of the intended holding of such special sessions be signed by any one justice of the peace usually acting within such division, and if a copy of such notice be sent by post a reasonable time before the day on which such sessions are to be holden, addressed to each justice of the peace resident and usually acting within such division at his residence in such division, such notice shall be deemed to have been duly given to or served on each such justice of the peace, any law or custom to the contrary notwithstanding.

8. *High constable now appointed at quarter sessions to be appointed at special sessions. High constables to take only the oath for due execution of their office.*—And whereas it is expedient to relieve high constables, in certain cases, from the duty of attending at the court of quarter sessions; be it enacted, That where high constables have heretofore been usually appointed at courts of quarter sessions the high constables of such places shall hereafter be appointed by such justices as may be present at the special sessions of their division held for the purpose of hearing appeals against the rates of the several parishes in such division, or at any adjournment thereof, but if the hundred or other like division of the county for which any high constable is to be appointed be not included within the limits of any one division of the county for which such special sessions are held, then the justices of the peace for the county assembled at general or quarter sessions, or any adjournment thereof, may from time to time determine the division of the special sessions at which such high constable is to be appointed, and shall cause notice of such determination to be sent by post, or otherwise, to the high constable for the time being of such hundred or other like division; and every high constable, whether appointed at a special sessions, or at an adjournment thereof, or at a court leet, or any other special court, shall, if present at the time of his being appointed, then and there take his oath for the due execution of his office, and if otherwise, he shall forthwith, on the receipt of his appointment, go before the next or some other justice of the peace for the county in which he resides, and then and there take his said oath of office, and he shall not, in virtue of his office of high constable, be required to take any other oath than the said oath for the due execution of his office.

9. *Construction of certain words, "parish," "union," "guardians."*—And be it enacted, That in the construction of this Act the word "parish" shall be construed to include any township, vill, or place maintaining its own poor, whether parochial or extra-parochial, or any part of a parish, township, vill, or other place for which a separate poor-rate may be made; the word "union" shall be construed to mean and include any number of parishes united under the Act passed in the fifth year of the reign of his late Majesty King William the Fourth, "for the Amendment and better Administration of the Laws relating to the Poor in England," or under an Act passed in the twenty-second year of the reign of his late Majesty King George the Third, "for the better Relief and Employment of the Poor," or under any local Act; and the word "guardians" shall mean and include any board of guardians acting under the provisions of the said Act, passed in the fifth year of his late Majesty King William the Fourth, and empowered to relieve the poor of any parish or union, and the visitors, guardians, directors, managers, acting guardians, vestrymen, or other officers in a union appointed to act in the ordering of relief of the poor from the poor-rate under any general or local Act of Parliament; and the word "hundred" shall mean and include any hundred, wapentake, ward, or other district in the nature of a hundred, by whatever name denominated.

SCHEDULE TO WHICH THIS ACT REFERS.

Form of Precept.

County of } To the Guardians of the
to wit. } Union.

These are to require you, the guardians of the union, from and out of the moneys paid into the hands of the treasurer of your union for the uses and purposes of the said union, to pay or cause to be paid, on or before the day of into the hands of A B, treasurer of the said county, appointed to receive the same, the sum of being the amount of the several and respective sums of money hereunder set down and expressed opposite to and against the names of the several parishes, townships, or places comprised within your said union, the said several sums being respectively charged and assessed thereon as the proportion of the several parishes, townships, or places towards the general county rate, at in the pound, made at the last quarter sessions [or general sessions] of the peace held at in and for the said county [and towards a police rate, at in the pound, made at the same time and place].

[Signature of the clerk of the peace.]

Names of Parishes.	County Rate, at in the Pound.	Police Rate, at in the Pound.
	£ s. d.	£ s. d.

CAP. XXXIV.

An Act to amend and continue until the First Day of September, 1861, and to the end of the then next Session of Parliament, the Law with respect to Prisons and Prison Discipline in Scotland. (July 19, 1844.)

CAP. XXXV.

An Act to suspend until the Thirty-first Day of August, 1845, the making of Lists and the Ballots and Enrolments for the Militia of the United Kingdom. (July 19, 1844.)

CAP. XXXVI.

An Act to continue until the Thirty-first Day of July, 1845, and to the end of the then Session of Parliament, certain Acts for regulating Turnpike Roads in Ireland. (July 19, 1844.)

CAP. XXXVII.

An Act to secure the Terms on which Grants are made by her Majesty out of the Parliamentary Grant for the Education of the Poor, and to explain the Act of the Fifth Year of the Reign of her present Majesty, for the Conveyance of Sites for Schools. (July 19, 1844.)

Sec. 1 Provides, that where Parliamentary aid has been given towards the building of schools, the terms and conditions of that aid shall be binding and obligatory as if they had been inserted in the conveyance of the site of the school.

Secs. 3, 4, and 5, as of general importance to the Profession, we copy *verbatim*.

3. *Death of donor within twelve calendar months not to avoid grant.* 9 Geo. 2, c. 36.—And whereas by an Act passed in the fifth year of the reign of her present Majesty, intituled "An Act to afford further Facilities for the Conveyance and Endowment of Sites for Schools," it is enacted, that any person, being seized in fee simple, fee tail, or for life of and in any manor, or lands of freehold, copyhold, or customary tenure,

may grant, convey, or enfranchise, and subject to the provisions therein mentioned, any quantity not exceeding one acre of land as a site for a school or otherwise, as therein likewise specified; and it is desirable to prevent any such grant, being of so limited an interest, from being defeated by the death of the grantor; be it enacted, That where any deed shall have been or shall be executed under the powers and for the purposes contained in the said Act, without any valuable consideration, the same shall be and continue valid, if otherwise lawful, although the donor or grantor shall die within twelve calendar months from the execution thereof.

4. *Site may be granted to the minister and churchwardens.*—And whereas it was provided by the said Act, that grants of land or buildings, or any interest therein, for the purposes of the education of poor persons, might be made the minister of any parish, being a corporation, and the churchwardens or chapelwardens and overseers of the poor and their successors, and it is sometimes found inexpedient or impracticable to introduce the overseers as parties to the legal estate; be it therefore enacted, That such grants may be made to the minister and churchwardens of any parish, such minister being the rector, vicar, or perpetual curate thereof, whether endowed or not, to hold to them and their successors, subject to the provisions contained in the deed of conveyance thereof for the management, direction, and inspection of the school and premises.

5. *Rector, vicar, or perpetual curate may grant to the minister and churchwardens, or to the minister, churchwardens, and overseers of his parish.*—And be it enacted, That if the rector, vicar, or perpetual curate of any parish shall be desirous of making a grant of any land for the purposes and under the powers of the said Act, being part of the glebe or other possessions of his benefice, and shall, with het consent of the patron of the said benefice, and of the bishop of the diocese within which the same shall be situated, grant the same to the minister and church or chapel wardens, or to the minister, church or chapel wardens, and overseers of the poor of the said parish, such grant shall be valid, and shall thenceforth enure for the purposes of the trust set forth therein, if otherwise lawful, notwithstanding such minister is the party making the grant.

Cap. XXXVIII.

An Act to amend an Act of the last Session, to consolidate and amend the Laws for the regulation of Charitable Loan Societies in Ireland. (July 19, 1844.)

Cap. XXXIX.

An Act to exempt from the Payment of Property-Tax the Dividends on certain Annuities of 3l. 10s. per Centum per Annum, payable for the Quarter of the Year ending the 10th October, 1844. (July 19, 1844.)

The purpose of this statute is to provide that in consequence of the conversion of the Three-and-a-half per Cents., no deduction for property-tax shall be made on dividends payable on the 10th October, 1844.

Cap. XL.

An Act to continue until the First Day of October 1845, and to the end of the then Session of Parliament, the Exemption of Inhabitants of Parishes, Townships, and Villages, from Liability to be rated as such, in respect of Stock in Trade or other Property, to the Relief of the Poor. (July 19, 1844.)

Cap. XLI.

An Act to continue until the First Day of August, 1845, and to the end of the then Session of Parliament, certain Turnpike Acts. (July 19, 1844.)

This is the usual statute for continuing expiring Turnpike Acts.

Cap. XLII.

An Act to continue until the First Day of October, 1845, and to the end of the then Session of Parliament, two Acts relating to the Removal of poor Persons born in Scotland and Ireland, and chargeable to Parishes in England. (July 19, 1844.)

This Act continues statutes 3 & 4 Wm. 4, c. 40, and 7 Wm. 4 & 1 Vict. c. 10.

Cap. XLIII.

An Act to amend the Laws relating to the Customs in the Isle of Man. (July 19, 1844.)

Cap. XLIV.

An Act to facilitate the disjoining or dividing of extensive or populous Parishes, and the erecting of new Parishes in that part of the United Kingdom called Scotland. (July 19, 1844.)

Cap. XLV.

An Act for the Regulation of Suits relating to Meeting-houses and other Property held for Religious purposes by Persons dissenting from the United Church of England and Ireland. (July 19, 1844.)

We give this statute entire.

1.—1 *W. & M. sess.* 1, *c.* 18; 19 *Geo.* 3, *c.* 44; 53 *Geo.* 3, *c.* 160; 6 *Geo.* 1 (*I.*); 57 *Geo.* 3, *c.* 70. *Recited Acts, as well as all deeds relating to such meeting-houses, &c. to be construed as if the Acts had been in force at the time of the foundation of such meeting-houses, &c.*—Whereas an Act was passed in the first session of the first year of the reign of King William and Queen Mary, intituled "An Act for Exempting their Majesties' Protestant Subjects dissenting from the Church of England from the Penalties of certain Laws:" and whereas an Act was passed in the nineteenth year of the reign of King George the Third, intituled "An Act for the further Relief of Protestant Dissenting Ministers and School-masters;" and whereas an Act was passed in the fifty-third year of the reign of King George the Third, intituled "An Act to relieve persons who impugn the Doctrine of the Holy Trinity from certain Penalties:" and whereas an Act was passed by the Parliament of Ireland in the sixth year of the reign of his Majesty King George the First, intituled "An Act for exempting the Protestant Dissenters of this Kingdom from certain Penalties to which they are now subject:" and whereas an Act was passed in the fifty-seventh year of the reign of King George the Third, intituled "An Act to relieve Persons impugning the Doctrine of the Holy Trinity from certain Penalties in Ireland:" and whereas prior to the passing of the said recited Acts respectively, as well as subsequently thereto, certain meeting-houses for the worship of God, and Sunday or day schools (not being grammar schools), and other charitable foundations, were founded or used in England and Wales and Ireland respectively for purposes beneficial to persons dissenting from the Church of England and the Church of Ireland and the United Church of England and Ireland respectively, which were unlawful prior to the passing of those Acts respectively, but which by those Acts respectively were made no longer unlawful: be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That with respect to the meeting-houses, schools, and other charitable foundations so founded or used as aforesaid, and the persons holding or enjoying the benefit thereof respectively, such Acts, and all deeds or documents relating to such charitable foundations, shall be construed as if the said Acts had been in force respectively at the respective times of founding or using such meeting-houses, schools, and other charitable foundations as aforesaid.

2. *The religious doctrines or opinions for the preaching or promotion of which the meeting-house may be held to be collected from twenty-five years' usage, where not expressly stated in the deed of trust.*—And be it enacted, That so far as no particular religious doctrines or opinions, or mode of regulating worship, shall on the face of the will, deed, or other instrument declaring the trusts of any meeting-house for the worship of God by persons dissenting as aforesaid, either in express terms, or by reference to some book or other document as containing such doctrines or opinions or mode of regulating worship, be required to be taught or observed or be forbidden to be taught or observed therein, the usage for twenty-five years immediately preceding any suit relating to such meeting-house of the congregation frequenting the same shall be taken as conclusive evidence that such religious doctrines or opinions or mode of worship as have for such period been taught or observed in such meeting-house may properly be taught or observed in such meeting-house, and the right or title of the congregation to hold such meeting-house, together with any burial-ground, Sunday or day school, or minister's house attached thereto; and any fund for the benefit of such congregation, or of the minister or other officer of such congregation, or of the widow of any such minister, shall not be called in question on account of the doctrines or opinions or mode of worship so taught or observed in such meeting-house: Provided nevertheless, that where any such minister's house, school, or fund as aforesaid shall be given or created by any will, deed, or other instrument, which shall declare in express terms, or by such reference as aforesaid, the particular religious doctrines or opinions for the promotion of which such minister's house, school, or fund is intended, then and in every such case such minister's house, school, or fund shall be applied to the promoting of the doctrines or opinions so specified, any usage of the congregation to the contrary notwithstanding.

3. *Act not to affect any judgment, &c. of a court of law or equity, and Court may give defendants the benefit of Act in suits now pending.*—Provided always, and be it enacted, That nothing herein contained shall affect any judgment, order, or decree already pronounced by any court of law or equity; but that in any suit which shall be a suit of information only and not by bill, and wherein no [illegible] been pronounced, and [illegible] may be pending at the time of the passing of this Act, it shall be lawful for any defendant or defendants for whom the provisions of this Act would have afforded a valid defence if such suit had been commenced after the passing of this Act, to apply to the court wherein such suit shall be pending; and such court is hereby authorized and required, upon being satisfied, by affidavit or otherwise, that suit is so within the operation of this Act, to make such order therein as shall give such defendant or defendants the benefit of this Act; and in all cases in which any suit now pending shall be stayed or dismissed in consequence of this Act, the costs thereof shall be paid by the defendants, or out of the property in question therein, in such manner as the Court shall direct.

POST-OFFICE ESPIONAGE.

COMMONS' REPORT.

(*Continued from page 404.*)

From 1799 inclusive to the end of the year 1805, a record has been preserved of the warrants issued from the Home-office, which, from the circumstance that the annual average which it exhibits agrees nearly with the annual average of the warrants issued in subsequent years, appears to the committee to be nearly a complete record; they have, however, no other mode of testing its accuracy. It was not until the period, in the year 1806, when the late Earl Spencer became Secretary of State for Home Affairs, that the practice was introduced at the Home-office of recording the issuing of every such warrant in a private book belonging, not to the head of the department, but to the office, and always accessible to the two Under-Secretaries of State and the chief clerk of the domestic department: and that practice has been continued, the committee believe, without interruption, till the present time. Still, there is no check by which to test the completeness of the entries made in that book until the close of the year 1822, from which period the original warrants themselves are preserved at the post-office, the earlier warrants having been destroyed on the removal of the post-office from Lombard-street to its present site in St. Martin's-le-Grand.

After these explanations of the authenticity of the lists which have been submitted to their consideration, they proceed to give—first, an abstract of the warrants, so far as they have been able to make up an account, from 1713 to 1798 inclusive; secondly, an abstract of the warrants for detaining and opening letters issued by the Home Department since the commencement of the year 1799 to Midsummer 1844.

ANNUAL NUMBER OF WARRANTS IN EACH YEAR, FROM 1712 TO 1798, SO FAR AS AN ACCOUNT OF THE SAME COULD BE MADE UP.

Year.	Number of Warrants.	Year.	Number of Warrants.	Year.	Number of Warrants.
1712	1	1744	3	1768	1
1713	2	1745	7	1770	3
1723	1	1746	1	1772	1
1730	1	1749	1	1773	1
1731	2	1751	1	1774	2
1734	3	1752	1	1776	1
1735	4	1753	6	1777	2
1736	3	1754	1	1778	2
1737	3	1755	1	1782	3
1738	7	1756	1	1783	1
1739	5	1763	3	1784	1
1740	1	1764	1	From 1788 to 1798	6
1741	4	1765	1		
1742	2	1766	4		
1743	4	1767	2	Total No.	101

The above warrants classed under certain heads:—Bank of England, 8; Bankruptcy, 5; Murder, theft, fraud, &c. 14; Prisoners of war, 1; Revenue, 10; Foreign correspondence, 35; Treason, sedition, &c. 5; Libel, 2; Forgery, 1; Debtor absconding from creditors, 2; Private case, 1; Uncertain, 17; Total, 101.

ANNUAL NUMBER OF WARRANTS IN EACH YEAR FROM 1799 TO 1844.

Year.	Number.	Year.	Number.	Year.	Number.
1799	9	1815	2	1831	17
1800	11	1816	0	1832	5
1801	7	1817	11	1833	4
1802	6	1818	9	1834	6
1803	7	1819	6	1835	7
1804	2	1820	6	1836	7
1805	7	1921	1	1837	4
1806	9	1822	12	1838	9
1807	13	1823	7	1839	16
1808	2	1824	2	1840	7
1809	11	1825	6	1841	18
1810	6	1826	8	1842	20
1811	8	1827	8	1843	8
1812	28	1828	4	1844	7
1813	8	1829	5		
1814	3	1830	14		372

Total number of persons named in the above warrants, [illegible].

This would give a little more than eight warrants, on the average, per year, and about two persons, on the average, for each warrant. Among the warrants there are eight, applied each to some particular

object, but not restricted to any definite number of persons.

The above warrants classed under certain heads:—Bank of England, 13; bankruptcy, 2; murder, theft, fraud, &c. 144; treason, sedition, &c. 77; prisoners of war, 13; revenue, 5; foreign correspondence, 20; letters returned to writers, 7; address copied, 1; forged frank, 1; uncertain, 89; total, 372.

The Secretaries of State who have signed the warrants referred to in the two preceding abstracts are named in the following list, arranged in the order of date:—

1712-13. The Earl of Dartmouth.	1803. Right Hon. C. Yorke.
1713. The Right Hon. W. Bromley.	1804-6. Lord Hawkesbury, and 1807-9.
1722. Lord Visct. Townshend.	1806-7. Earl Spencer.
1730-46. Lord Harrington.	1807. Right Hon. C. W. W. Wynn.
1735-1754. Duke of Newcastle.	1809-12. The Right Hon. R. Ryder.
1749. Duke of Bedford.	1812-21. Lord Visct. Sidmouth.
1752-3. The Earl of Holderness.	1822-30. The Right Hon. Sir R. Peel.
1755. The Right Hon. Sir T. Robinson.	1822-3. Right Hon. G. Canning.
1756. The Right Hon. H. Fox.	1823. Earl Bathurst.
1763. The Earl of Halifax.	1827. Lord Visct. Goderich.
1763-7. The Right Hon. General Conway.	— Right Hon. W. S. Bourne.
1766. Duke of Richmond.	— Marq. of Lansdowne.
1766-7. The Earl of Shelburne.	1830-4. Lord Vis. Melbourne.
1770. The Earl of Sandwich.	1833-40. Lord Palmerston.
1770-4. The Earl of Rochefort.	1834. Lord Vis. Duncannon.
	— Duke of Wellington.
1776-7. Lord Vis. Weymouth.	1834-5. Right Hon. H. Goulburn.
1778. The Earl of Suffolk.	1835-9. Lord John Russell.
1782-3. The Right Hon. T. Townshend.	1838. Lord Glenelg.
1782. The Right Hon. C. J. Fox.	1839-41. The Marq. of Normanby.
1784. Marq. of Carmarthen.	1841-4. The Right Hon. Sir James Graham.
1799-1801. Duke of Portland.	
1801-3. Lord Pelham.	1844. Earl of Aberdeen.

Among the warrants of the last century some few have been discovered that were issued on grounds which would now be considered highly objectionable, and would not be sanctioned by recent practice. We proceed to give some specimens of the earliest warrants.

The earliest, dated September 20, 1712, is as follows:—

To the Postmaster-General—Her Majesty is pleased to order that all letters directed to Mr. Thomas Perrin (and three others named) be sent to the commissioners of the Customs for their perusal, as is desired by the enclosed letters from Mr. Carkess. This method is taken in order to discover their effects; and you are to comply with it as far as is consistent with law and the duty of your office.

DARTMOUTH.

In 1741, at the request of A., a warrant issued, to permit A.'s eldest son to open and inspect any letters which A.'s youngest son might write to two females one of whom that youngest son had imprudently married. Two warrants in 1734 are issued, each at the instance of the creditors of a party who has absconded, it not being alleged that any positive fraud had been practised. One issued in 1735, appears to have arisen out of a political libel; another, in 1755, concerns a noted political libeller of the day, Dr. Shebbear. One, in 1746, arises out of a robbery of bank-bills, the property of the chamberlain of the city of London; all letters sent by post to Holland are to be examined; and if any letter appears to contain any of the stolen bills it is to be opened, and on suspicion of any letter containing any thing that may lead to a discovery, that letter is to be stopped, opened, and inspected. Two warrants, in 1738, and one in 1741, concern the practice, then in constant operation, of enlisting recruits in Ireland for the Irish brigade in France.

The following two general warrants, to which the committee before made allusion, were issued in the eventful year 1745:—

Secretary the Duke of Newcastle to the Postmaster-General, September 20, 1745:—To open and detain all (such) letters, packets, or papers, printed or otherwise, as shall come to the General or other post-office, suspected to contain matters of a dangerous tendency; and to transmit them to the office of the Secretary of State.

Secretary the Duke of Newcastle to the assistants of the Yarmouth and Chester roads, October, 8, 1745:—To open, inspect, and detain all such letters and packets as shall come to their offices, suspected to contain treasonable correspondence; and to transmit them to the Secretary of State.

In 1783, the following warrant was issued:—

Whitehall, 10th February, 1783.

To his Majesty's Postmasters-General.

My Lord and Sir,—I am to desire, and do hereby authorize you, to stop and open all such letters as are, or shall come to your hands addressed to Lord George Gordon, at least such as may be supposed to come from the regiment, now on their march from to the northward, and any letters from his lordship to that quarter; and to send me all the said letters as soon as possible after you shall have so stopped and opened them; and for so doing this shall be your warrant.

THOMAS TOWNSHEND,
Secretary of State for the Home Department.

To Lord Tankerville and the Right Hon. Henry Fred. Cartwright, joint Postmasters-general.

Coming to the warrants of the present century, your committee have noticed among them, issued during certain periods of the last war, some few of a very general nature. In 1800 and 1801 orders were given to the Postmaster-general to open all letters addressed to persons in France, Flanders, and Holland, and all letters addressed to Dover, supposed to contain letters addressed to France, Flanders, and Holland.

(To be continued.)

THE MAGISTRATE.

Summary.

BESIDES referring to Sir James Graham's Bill for the Amendment of the Law of Settlement, which occupies a large space in our columns to-day, we have nothing to note under this division.

POOR LAW PRACTICE.

(From the Official Circular of the Poor Law Commissioners.)

(Continued from page 287, Vol. III.)

CONSTABLES' FEES,

UNDER 5 & 6 VICT. C. 109.

Feb. 7, 1844.

Clerk of the Bootle Union—Inquired, whether the fees payable to parish constables by virtue of the 5 & 6 Vict. c. 109, s. 17, were to be charged to the parish in those cases only where the parties ordered to pay costs were supposed to be unable to pay; or, whether those costs ought to be charged to the parish in the first instance, without regard to the supposed ability or inability of the parties. Referred to the opinion of Sir William Follett and Mr. Tomlinson on the above section.

Ans.—The commissioners, in construing the section in question, are guided by the opinion of Sir William Follett and Mr. Tomlinson, with which you appear to be acquainted. Although the particular point raised in your letter was not specially brought under the notice of those learned counsel when they gave that opinion, it nevertheless seems to the commissioners to be met by the general principles on which that opinion was founded. Sir William Follett and Mr. Tomlinson took this view: That the Act intended to provide for the remuneration of constables, in order to promote the general security of persons and property; and that the 17th section effected this object, by casting the charge upon the poor-rate, except only in those cases in which the county-rate would be liable for the payment under the general law. One sentence of their opinion is as follows: "No power is given to settle a scale of fees as between constables and individuals setting them in motion; and the preamble shews that the intention was, by rewarding constables, to increase the security of persons and property generally." Again: "The only exception which runs through the section is, of the duties for which the payment is by law chargeable upon the county-rate." In these remarks the commissioners see nothing to justify an inference that the question as to the liability of a private individual to pay these fees would be in any way affected by his ability to pay them.

CONVEYANCES OF PARISH PROPERTY

EXEMPT FROM STAMP-DUTY.

The commissioners have read the report of the case of the guardians of the Banbury Union against Robinson, published in the Law Journal, Vol. 12, New Series, Queen's Bench, page 327, to which the commissioners deem it right to refer boards of guardians, as leading to the conclusion that conveyances made in pursuance of orders of the commissioners, are within the exemption from stamp duty contained in the 86th section of the Poor Law Amendment Act.

COUNTY RATE,

EXPENSES OF VALUATION FOR.

March 6, 1844.

Clerk of the Neath Union—Stated that the hamlet of Coedfrank had recently been surveyed for a county valuation by order of the Quarter Sessions. The overseer necessarily attended the surveyor during twelve days, to point out the land to him, for which the overseer made a charge of 3*l.* being at the rate of 5*s.* a day. The account was allowed by the vice-chairman of the Board of Guardians, but the auditor refused to allow the item in the overseer's account, except with the commissioners' sanction.

Ans.—The commissioners are of opinion that the auditor acted quite rightly in refusing to allow the item, to which you allude in the accounts of the overseers of Coedfrank. By the 6th section of the 55 Geo. 3, c. 51, the justices, in General or Quarter Sessions, are empowered to employ persons to value parishes for the purpose of the county-rate, in case the overseers of such parishes fail to make the requisite returns; and the "said justices so assembled" (*i. e.* in General or Quarter Sessions) are further empowered to charge the expenses of such valuations on the parishes concerned, the amount thereof to be levied in the same way as the county-rate, though distinguished from it. The item alluded to in your letter does not appear to be founded on the provisions of the above-named section, but to have been charged irregularly in the overseer's accounts.

GUARDIAN,

IF APPOINTED A VALUER, INCAPABLE OF SERVING THE OFFICE OF GUARDIAN.

March 27, 1844.

Belper Union.—The commissioners having referred to a correspondence between themselves and the clerk of the Belper Union in March, 1843, relative to the appointment of a guardian as valuer to the township for which he acted as guardian, and inserted in the *Official Circular*, No. 27, page 119, discovered that by the insertion of the word "*not*" in the commissioners' answer, they were made to express an opinion which is exactly the reverse of that which they really entertain; they therefore directed a letter to be written to the clerk of the Belper Union, informing him that although there is *no* legal objection to the appointment of a guardian as valuer of a parish, yet they are of opinion that the compensation allowed for the performance of the valuation *is* such a fixed emolument from the poor-rates of the parish as renders any guardian, from the time of accepting such contract till the payment for it is completed, incapable of serving the office of guardian. (5 & 6 Vict. c. 57, s. 14.)

JUSTICES' CLERKS' FEES,

WHEN PAYABLE.

Jan. 20, 1844.

Auditor of the West Ham Union—Stated, that the assistant overseers in this union had occasionally, when the persons making default in the payment of the poor-rates were very poor, applied to a single magistrate, at his private residence, to hear informations and grant summonses against them, which the magistrate had done gratuitously; and this course had been adopted for the purpose of preventing a disproportionate expense attaching to the recovery of rates of small amount. The clerk to the petty sessions having become acquainted with this circumstance, charged his fees (three shillings) on each information and summons, which charge the auditor had disallowed in the overseer's accounts. Inquired if the justices' clerk had a right to charge his fees in these cases, seeing that the business was not done at the sessions, nor by him.

Ans.—The commissioners are disposed to concur with you in thinking that the justices' clerk, under the circumstances which you describe, is not entitled to any fee. The commissioners do not think that the justices' clerk has any such interest in his office as would entitle him to be paid at all events, whether he performed the work or not. They consider that the fees included in the table are intended to be assigned to the justices' clerks for services rendered by them; and that, consequently, when the service is not rendered by the clerk, he has no valid claim to the remuneration.

LUNATIC PAUPER,

HOW TO BE DISPOSED OF.

Feb. 7, 1844.

Clerk of the Liverpool Select Vestry—Forwarded a letter, addressed to the sitting magistrate of Liverpool, by the authorities of Jersey, stating that John Duckworth, a prisoner charged with theft, then in her Majesty's gaol there, having been declared to be labouring under monomania, with lucid intervals, the Royal Court had directed that Duckworth should be sent to his parish, Blackburn, near Liverpool, and requesting that a pass might be given to him for that purpose. The clerk stated, that Duckworth was then in the Liverpool workhouse, and inquired how the select vestry were to proceed in disposing of him.

Ans.—The commissioners, in reference to the future disposition of the pauper, stated that it appeared to them that the proper course to be pursued would be this. If there are grounds for supposing the pauper to be insane, he should be taken before justices under the 9 Geo. 4, c. 40, s. 38, with a view to an order being made for his confinement in some suitable asylum. Should the justices see fit to make such order, they can then proceed, under the same section, to ascertain the settlement of the pauper, and make order on the parish of the settlement to reimburse the cost of maintenance. If the justices should not be satisfied upon medical evidence of the insanity of the pauper, it will of course be for the parish of Liverpool to relieve the pauper so long as he may continue destitute, unless the authorities can procure the necessary legal evidence to remove him to Blackburn, as the place of his legal settlement.

OVERSEERS.

1. FOR AN EXTRA-PAROCHIAL PLACE.

March 9, 1844.

Clerk of the Billesdon Union—Inquired whether an extra-parochial place, not having overseers, could be

compelled to appoint overseers, there being inhabitants there capable of filling that office; and, if so, what course must be adopted in the matter.

Ans.—Overseers may be appointed for an extra-parochial place, if it be a town or a vill (*Rex* v. *Rufford*, 1 Str. 512; 1 Bott. 47), but not otherwise. (*Rex* v. *Welbeck*, 1 Bott. 50.) If the extra-parochial place to which your inquiry refers is entitled to have overseers appointed for it, the justices should be applied to, to appoint; and if they refuse, the case of *Rex* v. *Rufford* shews that the Court of Queen's Bench will grant a *mandamus* to compel the appointment.

2. OVERSEER OF A PARISH CANNOT BE AT THE SAME TIME CHURCHWARDEN OF THE SAME PARISH.

March 7, 1844.

Mr. R. Hughes, Anglesey—Inquired, whether a person could at the same time serve the offices of churchwarden and overseer for the same parish. Also, whether an overseer of the poor had of himself the power to appoint an assistant overseer.

Ans.—On the authority of *Reg.* v. *All Saints, Derby* (13 East, 143), the appointment of the same person as churchwarden and overseer for the same parish during the same year would seem to be void; as the statute of the 43 Eliz. c. 2, s. 1, which requires the appointment of at least two persons as overseers, distinct from the churchwardens, would not in such a case be satisfied. The only authority for the appointment of an assistant overseer, with a salary payable from the poor-rates, is the 59 Geo. 3, c. 12, s. 7, which vests in the justices the power of appointing such an officer, upon the nomination of the vestry. An appointment by an overseer alone would be of no force.

3. THE RECOVERY OF PAROCHIAL MONEYS FROM AN OVERSEER IN DEFAULT.

Nov. 21, 1843.

Overseer of St. Giles, Reading—Stated that four overseers were appointed for the parish of St. Giles, Reading; three by the borough justices for that part of the parish which is within the borough, and one by the justices for that part which is without the borough, and which is called the hamlet of Whitley. The overseer appointed for the hamlet had collected the rates for that district, but had only accounted for a portion of the amount, there being, it was believed, a balance in his hands of upwards of 90*l*. This balance ought to have been paid into the general account of the overseers for the whole parish, but they had failed to obtain it, and the overseer in default had absented himself, and his goods were being removed. The overseers were in consequence unable to make out their accounts, and they did not know how to proceed. The auditor had served a notice on the overseers, requiring them to render to him an account within three days.

Ans.—As a general rule, overseers are not liable for the defalcations of their colleagues. In the case of *R.* v. *The Justices of Essex* (3 B. & Ad. 941), Lord Tenterden observed, "When there are two overseers, it may be laid down generally, that the one is not answerable for the malversation or misappropriation of the other." The principle thus laid down appears to be applicable to such a default on the part of one overseer, as has occurred in the present case. If the defaulting overseer can be found, he may be required by the auditor to account for what he has received on behalf of the parish. If another overseer be appointed in his room, under the 17 Geo. 2, c. 38, s. 3, the overseers may proceed to enforce under the 47th section of the Poor Law Amendment Act, payment of the balance which the auditor may find to be due from the defaulter.

PAUPERS

ABSCONDING WITH THE WORKHOUSE CLOTHES, &c.

Feb. 6, 1844.

Clerk of the Selby Union—Stated, that two boys had absconded from the workhouse, taking with them some school-books. They were both under the age of sixteen years. One of them had several times absconded. On one occasion of his doing so, he was taken up and tried for a larceny at the sessions; and he was thought a fit object for prosecution under 55 Geo. 3, c. 137, s. 2, for the present offence. The clerk had referred to the letter in the Official Circular, No. 27, page 128, and it seemed to him that a difficulty would arise in laying the property; for how could it be called the property of the overseers? Perhaps the clothing might be described as the property of the overseers of the township to which the boy belonged; inasmuch as the overseers were charged with the proportion of the cost of the clothing. If so described, the proceedings, he presumed, must be in the names of the overseers, and not of the guardians. The school-books would seem to be the property of the guardians, and might, he thought, be so laid. The board of guardians wished the opinion of the commissioners on the subject.

Ans.—The commissioners think that the property ought to be described in the information as belonging to the guardians of the union. It appears to the commissioners quite immaterial whether the property be that of an individual parish or of the union; in both cases it seems equally, in the sense of the statute, to belong to the guardians, their title being the same to property in their possession, whether obtained at the joint or several expense of the parishes in the union. The commissioners would further observe, that there are terms used in the 2nd section of 55 Geo. 3, c. 137, which accurately describe the guardians of unions formed under the Poor Law Amendment Act. The terms of the section are prospective, and apply not to "such guardians" only, but the reason and policy of the enactment are quite as applicable to guardians of unions as to any officers or districts for relief known at the time the Act was passed.

POOR RATES—

1. CANNOT BE APPLIED TO THE PAYMENT OF A DEBT INCURRED IN A BYGONE YEAR.

Jan. 6, 1844.

Mr. Jos. Child, Soothill Grange, Dewsbury—Stated, that in the year 1837 a new survey and valuation of the township of Soothill Grange were made under the Parochial Assessments Act. Considerable delay occurred in making the new valuation, during which time the rates were made on the old valuation. On the new valuation being completed, the valuer intimated to the overseers that he was ready to deliver the document up to them on being paid his charges, or receiving security for the amount. The overseers not being in possession of funds to discharge the valuer's claim, they could not obtain the new valuation, and a rate being required, they made it on the old valuation. However, on presenting the rate to the justices, they refused to allow it, on the ground that it ought to have been made on the new valuation. Shortly after this, the valuation was delivered to the overseers, but it was found on examination to be so incorrect, that a rate could not be made upon it in its then state. A meeting of the rate-payers was therefore called to consider what means should be adopted for raising money, until a rate could be made on the new valuation. At this meeting a resolution was passed to the effect, that the overseers, together with several rate-payers, should give security to the West Riding Union Banking Company, for the advance of such sum of money as should be necessary for the use of the township, until a rate could be made on the new valuation. From the depression of trade, the whole of the money borrowed in pursuance of this resolution had not been repaid at the time stipulated for its repayment, and a balance of 49*l*. 5*s*. 6*d*. then remained owing to the bank. Wished the commissioners' sanction for the payment of this amount out of the poor-rates.

Ans.—The commissioners are of opinion that the law settled in *Tawney's* case (Salk. 531, 2 Lord Raymond), clearly establishes the principle that overseers having the power to make rates for the current and prospective expenses of relieving the poor, have no authority to borrow money. The commissioners do not perceive from the statements contained in your letter, that any such impediment existed as prevented the overseers of Soothill Grange from making a rate. Notwithstanding the incorrectness of the valuation, the overseers ought to have made the best rate they could, rendering it as conformable as possible to the Parochial Assessments Act. Such a rate might have been the subject of appeal, but it might nevertheless have been collected, pending the determination of the appeals, provided the sums sought to be recovered did not exceed the amounts assessed in the last effective rate. (41 Geo. 3, c. 23, s. 2.) The commissioners, therefore, consider that the overseers were not authorized in borrowing money instead of making a rate, and that consequently they cannot charge the interest upon the poor-rates. The commissioners regret the course which has been taken in this matter; but you will perceive that the obstacle to the payment from the rates is entirely of a legal character, and is not in any way dependent upon the commissioners' sanction or disapproval.

RATING.—LIMEKILNS.

Feb. 7, 1844.

Mr. Thomas Hawkes, Williton, Somersetshire—Stated that in the parish of Luxmore, the poor-rate of which he was making, there were several lime-kilns, burning from two thousand to three thousand hogsheads of lime a year for sale for manure. The lime-works were rented with the farms, and not separately, so that their value to rent was not distinctly known. He presumed that limekilns which would let at a rent separate from a farm, whether used for the benefit of the farm to which it was attached or for general sale, was rateable for the fair rental to let.

Ans.—It appears from your statement, that the kilns in question are let not separately, but in conjunction with farms. The letting value, and consequently the rateable value, of such farms is of course increased in proportion. Any special advantage of this nature attendant upon the occupation of the land, is to be taken into account in estimating the rent which the property may be reasonably expected to fetch.

(*To be continued.*)

THE LAWYER.

Summary.

The decision of Mr. Commissioner Fonblanque, with the concurrence of three other commissioners, as to the necessity of the attestation of an attorney, seems to have been generally approved of by the Profession, notwithstanding the strongly-expressed *dicta* of Lord Brougham. Many other doubtful points, however, are beginning to arise upon the construction of the new Acts, and prove that Lord Eldon's motto, "*Sat cito si sat bene*," might have been remembered with advantage by some of his successors. From cases that have come within our knowledge, it seems that Mr. Justice Maule, who has been sitting at Chambers, is inclined to interpret the new Acts favourably, in the utmost extent, to the prisoner and debtor.

The members of the Profession are looking forward with great interest to the important legal points which are to be decided by the House of Lords in O'Connell's case. The judgment is to be given on Monday next. The opinions of the judges have most properly not been allowed to transpire, notwithstanding the somewhat confident assertions that have appeared in newspaper paragraphs.

ATTORNEYS' LIEN.

No. II.

(*Continued from page 363.*)

Having discussed in our former article the general lien possessed by attorneys, we shall now proceed to shew how they can avail themselves of it as a defence, and in what manner the right may be lost.

Lien, how pleaded.—In *Owen* v. *Knight* (4 B. N. C. 54) the Court of Common Pleas decided that, under the plea of "not possessed," lien might be given in evidence as denying the plaintiff's right to the immediate possession of the goods; and in *White* v. *Teal* (12 Ad. & Ell. 106) the Court of Queen's Bench, on the same principle, decided the evidence to be inadmissible under "not guilty." These cases are to be treated as authorities, notwithstanding Parke, B. in delivering judgment in *Mason* v. *Farnell* hinted that not guilty was the proper plea. But if the owner of the deeds bring an action of *detinue*, the course to be pursued is not so clear. Under "*non detinet*" it is settled only the fact of the detainer would be put in issue. (*Richardson* v. *Frankum*, 8 D. P. C. 346; 6 M. & W. 420.) But as to the effect of "not possessed," the Courts of Queen's Bench and Exchequer differ. In *Lane* v. *Tewson* (12 Ad. & Ell. 116 n.) the former, upon the analogy between this action and trover, allowed a lien to be given in evidence under not possessed; but in the recent case of *Mason* v. *Farnell* (2 Law T. 424; 1 D. & L. 576), the Court of Exchequer refused to follow that decision, and said that it must be the subject of a special plea. In the principal case the defence sought to be established under "not possessed" was, that the plaintiff and defendant were tenants in common of the deeds. The cases in trover were cited for the defendant, but the Court distinguished between the two forms of action. In trover the plaintiff must have a right of property and a right to the immediate possession, and the existence of a lien negatives this latter right; but it is not necessary in *detinue* that he should have the entire property in the goods, for a plaintiff entitled to a share of a chattel may maintain the action. (*Broadbent* v. *Ledward*, 11 Ad. & Ell. 209.) Not possessed, therefore, they considered puts in issue only the property of the plaintiff, *i. e.* such a property as will enable him to maintain the action. It will, therefore, be always safer in *detinue* to plead the lien specially, even in the Queen's Bench, as the cases relied upon in *Mason* v. *Farnell* do not seem to have been fully brought before that Court.

Waiver by wrongful claim to detain.—It is now to be considered how the lien may be waived by the conduct of the attorney when possession is demanded. The cases arising upon other species of lien will throw light upon this subject, but in some points they are not altogether satisfactory. A lien will be waived if, on the demand of possession, no claim of lien is set up, but a claim of actual pro-

perty. (*Boardman* v. *Sill*, 1 Camp. 410, n.) So where the ground of refusal is that the right of property is in a third party, and that the holder has a general lien for expenses against that party (*Knight* v. *Harrison*, referred to in *Scarfe* v. *Morgan*, 4 M. & W. 270), or where detention is for the debt of a third party. (*Dirks* v. *Richards*, 5 Sc. N. R. 534; 4 M. & Gr.) The circumstances of this last case were these:—

A left a picture, which was his property, in the rooms of C, who was an auctioneer. B was in company with A, when he went to C's rooms with the picture. B owed C 8*l.* and had advanced A some money upon the picture in question. When A wanted his picture back again, and offered to pay for the warehouse-room, C said the cost of keeping the picture was 5s. but that he would not deliver it up unless he was paid B's debts in addition to that sum. Alderson, B. said at Nisi Prius (1 C. & Mars. 626) that the lien for warehouse-room was clearly waived, and the Court of Common Pleas confirmed this view.

But there seems some discrepancy in the cases as to the effect of demanding more than is actually due. In *Scarfe* v. *Morgan* (4 M. & W. 270) the defendant being entitled to a specific lien upon a mare for the charge of covering her by his stallion, refused to deliver her up without payment of this specific lien, and also a further sum due for covering other mares, under a supposed right of general lien. The Court of Exchequer held that, under these circumstances, there was no waiver of the lien for the smaller sum, nor dispensation of tender, and that nothing having been tendered, the plaintiff was not entitled to recover in trover. Parke, B. said, after distinguishing *Boardman* v. *Sill* and *Knight* v. *Harrison*:—

"In this case it would be strange to say that the defendant meant to waive his lien of the 11s. when that was one of the things he said he would hold the mare for; and it would be equally strange to say that he meant to excuse the tender of that sum, when no tender was made of any sum at all. I do not mean to say that such circumstances may not occur as would amount to the waiver of a lien of the tender, but that a great deal more must have passed than was proved to have passed on the present occasion. If he had said, 'You need not trouble yourself to make a tender of the sum for which I have a lien; I shall claim to hold the mare for it,' the plaintiff would then be in the same situation as if a tender had been made; but we think the defendant cannot be deprived of his right of holding the property on which he had a lien by any thing that has passed on the present occasion."

And Alderson, B. said:—

"It seems to me a monstrous proposition to say that a party who claims in respect of two sums to detain a mare is to be supposed to have waived his right to detain her as to one. * * You cannot say, because the party claims more than it may be ultimately found he had a right to, he would not have a right to a tender of the sum which the other ought to pay."

But in *Jones* v. *Tarleton* (9 M. & W. 675), in trover against a carrier who claimed to retain a cargo for freight due for former cargoes, under a right which he failed to establish, the judge at Nisi Prius told the jury that if they thought the plaintiff was ready to pay all that was really due from him, but did not pay it because the defendant demanded something more, that was sufficient, without tender or payment of the specific sum. The Court of Exchequer held that the direction was quite correct—that it amounted to this, that if "the defendant refused to deliver the pigs until payment of the old account, which he had no right to demand, that was a waiver of the express tender." Alderson, B. said the conduct of the defendant was equivalent to saying to the plaintiff:—

"'Do what you will, tender what you will, it is of no use, I will not receive it unless you pay the old account also.' It would have been different if the defendant had merely demanded too large a sum in respect of the same subject-matter; in that case, the plaintiff would, perhaps, have been bound to tender a reasonable sum before he could have been entitled to the possession of the goods demanded."

Scarfe v. *Halifax* (7 M. & W. 288), and *Ashmole* v. *Wainwright* (2 Q. B. 837) may also be examined to elucidate this point. In the former case, in an action against the sheriff for money paid to obtain goods seized under a *fi. fa.* and upon which the sheriff claimed more than was due, it was held that there was no occasion to tender the sum actually due before payment under protest of the sum claimed. In the last case the defendants, carriers, had refused to deliver goods except upon payment of an exorbitant sum. The plaintiffs had objected to the amount claimed, but ultimately, without any tender of a smaller sum, paid the whole, and brought *assumpsit* for money had and received, and recovered the amount of the overcharge. We think the judgment of Patteson, J. will guide us to the true principle to be adopted in cases of lien.

"I am not prepared to go the length of saying that where a party simply denies that any thing is due, then pays, and afterwards sues for the whole sum, he may turn round at the trial and recover part, for his objection to the whole would be like a deception. In this case, therefore, had there been nothing to shew that the plaintiff ever demanded less than to have the goods without any payment, according to his first claim, I should hardly have said that the action would be maintainable. But, on the further conversation and the subsequent applications, an allegation of overcharge is added to the at first total denial; the defendants always demanded the whole; the plaintiff did not altogether insist that nothing at all was due—then the particulars of demand distinctly shew that the action was brought not merely to recover the whole but to recover the part overcharged, if the plaintiff was liable at all."

From the examination of the cases, the inference seems to be, that if the circumstances under which the owner of the deeds claimed their possession shew that he admitted no debt to be due, and was unwilling to pay *any* lien, there the lien would not be waived by a demand, on the part of the holder, to retain them for more than was actually due. But if they shewed the owner's willingness to pay the just claim, such an excessive demand would dispense with a tender of the smaller sum. The observation of Coleridge, J. in *Ashmole* v. *Wainwright*, that the true amount lay particularly in the knowledge of the carriers, would apply most strongly to an attorney, as the client cannot be supposed to know the nature or amount of the sums due from him for business done under a general retainer. Such a rule as we have above laid down seems entirely consonant with justice and fair dealing. It is, however, open to the objection, that the client has the opportunity in every case of ascertaining the amount of the bill by obtaining an order for taxation. To this it may be answered, that the necessity for the possession of the deeds may be urgent, and the process of taxation would be long, and that a different rule would give the attorney the power of retaining the deeds for an indefinite time, by the simple mode of demanding very much more than the sum due, for, although the client would undoubtedly be entitled to recover back the amount overpaid, it would be against the policy of the law to encourage actions by laying down a rule which the precedents do not establish, and which can benefit none but the dishonest. We think that our view is supported by *Cooper* v. *Hewison* (2 Y. & Coll. C. C. 514), where a client had discharged his solicitor in the course of a cause, and the solicitor not having within a month delivered his bill, he was held entitled to an order for the delivery of the papers to his new solicitor without payment of any money on account of the lien.

It is, however, quite clear that the lien is not waived by a simple refusal, without any mention of the claim at all. (*White* v. *Gainer*, 2 Bing. 23; *Owen* v. *Knight*, 4 B. N. C. 54.)

Lien, how lost.—It follows from the very nature of the right of lien that it will only exist while there is possession of the chattels subject to the lien; consequently, by a sale the lien would be lost, and the owner entitled to bring trover for money had and received (*Clark* v. *Gilbert*, 2 B. N. C. 353); and no tender of the amount once due on the lien would of course be necessary. (*Jones* v. *Cliff*, 1 Cr. & M. 540.) He might also bring trover against the party who received the chattels through such wrongful conversion of the person entitled to the lien. (*Scott* v. *Newington*, 1 Moo. & R. 252.) Lord Chancellor Sugden, in his judgment in *Blunden* v. *Desart* (2 Dr. & War. 405), said that he did not see how *Ex parte Morgan* (12 Ves. 6) could be reconciled with the other cases on the subject. There a solicitor, having a lien, refused to deliver the deeds of an estate to the assignees of his debtor. It was then put up for sale, and bought by one of the assignees for a less sum than the amount claimed by the solicitor, who then delivered to him the deeds, upon receiving a portion of his lien. The assignee subsequently sold the estate for a greater sum, and the solicitor petitioned to be allowed his lien, on the ground that the sale was void in law, from the inability of the assignee to purchase. On the hearing, Lord Eldon was plainly inclined against the claim, on account of the lien having been parted with by the solicitor with his eyes open. He ultimately, however, decided, that, under the circumstances, he was entitled to the lien against the general creditors, the assignee having treated his own purchase and subsequent resale as on account of the estate. After the cases more recently decided, we do not think this can be supported. The relinquishment of possession may be constructive or actual. In *Sweet* v. *Pym* (1 E. 4), a fuller, having a general lien upon goods, delivered them to a ship carrier, to be conveyed on account and at the risk of the owner; and it was held that he could not recover his lien by stopping the goods *in transitu*, although the carrier did not know for whom he carried them, and in the course of the voyage the fuller had procured from him a bill of lading, by virtue of which he obtained repossession of the goods. So the person entitled to the lien could not cause the papers (supposing them to be liable under 1 & 2 Vict. c. 110) to be taken in execution at his own suit, although they were never actually removed from his premises, for by the seizure the possession became vested in the sheriff. (*Jacobs* v. *Latour*, 5 Bing. 130.) On this principle, what is detained by virtue of a lien cannot be seized in execution against the party detaining, for the sheriff can only sell what the judgment debtor can (*Legg* v. *Evans*, 6 M. & W. 36); and we have seen he cannot retain the lien, and part with the deeds. If, however, the papers are wrongfully taken out of his possession, the attorney would not lose his lien. (*Dicas* v. *Stockley*, 7 C. & P. 587.)

It is not barred by the Statute of Limitations. (*Spears* v. *Hartley*, 3 Esp. 81.) This is consistent with the principle that a debt is not barred by lapse of time, but only the remedy; and a lien is not a remedy to enforce payment. Its efficacy solely depends upon the importance of the papers detained. It is not lost by issuing an attachment; for that is not like an execution, but only a process of the Court to punish a contempt of its jurisdiction. (*Davies* v. *Bush*, 1 Young, 358.)

Effect of taking security.—So far the law is tolerably clear; but, although we have examined this subject with considerable attention, we cannot say that the question which we shall now discuss can be considered as settled. By proving his debt under a commission, and acting under it, the lien would be lost. (*Ex parte Solomon*, 1 Glyn's J. 25.) But what is the consequence of taking a negotiable instrument or a bond for the amount due on the lien?

By giving a negotiable instrument, payable at a distant day, the client confers a right of action. The attorney cannot sue for his costs until the instrument is due; the debt is suspended for that time—the personal credit of the client is relied on. And in *Cowell* v. *Simpson* (16 Ves. 275) Lord Eldon distinctly held that the client was entitled to demand the possession of the papers, when, as in that case, the instruments were still running, and the remedies for the debt consequently still in suspense. He indeed went further, and said that it would make no difference whether they had become due, and been dishonoured or not. In *Stevenson* v. *Blakelock* (1 M. & Sel. 534) the Court of Queen's Bench seemed inclined to doubt the *decision* as well as the *dictum*, but it was only necessary to act in opposition to the latter, as there the securities had been dishonoured, and they held that the attorney was remitted to his original lien. Lord Eldon's decision, however, may be considered as right, for in *Hewison* v. *Guthrie* (2 B.N.C.) the Court of Common Pleas distinctly laid down, that "it is well established by the authorities that if a security is taken for the debt for which the party has a lien upon property of that debtor, such security being payable at a distant day, the lien is gone." This is laid down in wide terms, but in fact the security had not become due. The question of revival of the lien upon non-payment is not then settled by it. We have indeed the authority of Lord Eldon, before quoted, and to which he expressed his adherence, notwithstanding *Stevenson* v. *Blakelock*, in *Balch* v. *Symes* (1 Turn. & Russ. 87). In this last case it is not distinctly stated that the securities had become due, but there can be little doubt of it, as they were bonds given in 1815 and 1817, and the suit was not brought until 1822. On the one hand, it may be said that as there may be concurrent remedies at law, it would be strange that a lien should be destroyed because a single remedy is obtained;

that it is not a simple contract, which would be merged by taking a higher security; for the doctrine of merger only applies to causes of action; that admitting that, pending the securities, the client is entitled to the possession of the papers, his nonclaimer before the securities are dishonoured is equivalent to a redelivery of them to the attorney after the dishonour; and then, as an action upon the bill of costs might still be brought without regard to the dishonoured securities, there is no distinction between the respective positions of the parties, then and at the time the securities were given. Moreover, according to *Whitehead* v. *Vaughan* (quoted as law in *Levy* v. *Barnard*, 8 Taunt. 149), an insurance-broker who has a general lien will, after parting with the policies, regain his lien by obtaining repossession of them, even by false pretences; and that lien would therefore be still more reasonable in the case now put. And, lastly, that by analogy with the lien of vendors of real estates, taking security does not bar the lien.

In answer, it may be said that such a general lien is not to be favoured, that it is only of recent establishment, for Lord Mansfield once argued the question (see *Cowell* v. *Simpson*), that the analogy with the lien of vendors is not appropriate. That *there* the lien is founded upon natural equity and justice, the purchaser is bound to give value for his purchase, and is governed by wholly different rules, for example, not depending upon possession. That even this lien was once held to be waived by taking a security (*Fawell* v. *Heelis*, Ambl. 724), although now settled that a mere bond or note will not affect it. Yet, even now, taking a distinct security as a mortgage of part of the estate sold, or of another, would destroy the vendor's lien (see 3 Sugden, Vend. & Purch. 182). That the doctrine of lien has always been considered peculiarly a subject of judicial decision; and although in the civil law it was not lost by change of possession even in the case of goods sold, it was by taking any security. That the opinion of Lord Eldon is entitled to great weight, and that it is quoted without dissent by Lord Chancellor Sugden in *Blunden* v. *Desart*; that the attorney who takes such a security does it for some supposed additional benefit, and certainly gains the advantage of rendering it more difficult for the client to tax his bill; and that the case of *Whitehead* v. *Vaughan* stands almost solitary, and is certainly at variance with *Sweet* v. *Pym* (1 E. 4), which was also a case of *general* lien. It might further be argued, that specific liens, which were much more favoured, clearly did not re-vest on repossession (see *Jones* v. *Pearte*, 1 Str. 556; *Hartley* v. *Hitchcock*, 1 Stark. 401); and that such a general lien as that of an attorney, which is not, like that of brokers and factors, advantageous to trade and commerce, is not to be favoured. We should, on the whole, be inclined to draw a distinction between the case of a negotiable instrument—a mere simple contract debt—and a bond, and to say that in the former case the lien would only be suspended, and in the latter lost. The bond is a much more efficient security, as it entitles the obligor to priority in the administration of the debtor's property; and it would also be much more difficult to obtain taxation of a bill after a bond had been given for the amount; and on account of this difference the courts would be inclined, we think, to adhere to Lord Eldon's decision in *Balch* v. *Symes* (1 Tur. & Russ. 87). We have thought it right to treat thus at length of this subject, as the text-books lay it down far too authoritatively; and a minute examination of the subject has satisfied us, that both the effect of taking a bill and a bond is still doubtful.

We shall, in a future article, consider the more limited lien arising from the employment of an attorney or solicitor in a cause.

(*To be continued.*)

THE PROPERTY LAWYER.

A SUBSCRIBER has obligingly forwarded to us the two following useful forms, settled by the late Mr. Duval.

1. *Short Form of Conveyance.*

THIS INDENTURE, made the   day of   , in the year of Lord our 1841, between   , of   , in the county of   , and   his wife, of the first part;   , of   , in the county of   , of the second part; and   , of   , in the county of   , of the third part, Witnesseth, that in consideration of £   sterling this day paid by the said   to the said   , the receipt whereof the said   doth hereby acknowledge; he, the said   , doth by this deed of release, made in pursuance of the Act of Parliament passed in the fourth year of the reign of her present Majesty, intituled "An Act for rendering a Release as valid for the Conveyance of Freehold Estates as a Lease and Release by the same Parties," grant, release, and confirm unto the said   , his heirs and assigns, and the said   , with the concurrence of her said husband, doth dispose of and release unto the said   , his heirs and assigns, *All* [*describe the premises*]; together with all houses, outhouses, buildings, yards, ways, lights, waters, watercourses, woods, underwoods, lands, meadows, feedings, pastures, commons, and commonable rights, privileges, easements, and appurtenances whatsoever to the said hereditaments belonging or appertaining and the reversion and reversions, remainder and remainders, rents and profits thereof; and all the estate, right, title, interest, claim, and demand at law or in equity of them, the said   and   , his wife, and each of them in, to, or out of the same premises and every part thereof, to hold the said premises hereby released, with the appurtenances (discharged from the right to dower of the said   ), unto the said   and his heirs, to such uses, upon such trusts, and in such manner as the said   shall by any deed or deeds appoint, and in default of and until such appointment, to the use of the said   and his assigns during his life, without impeachment of waste; and, after the determination of that estate, in the lifetime of the said   , to the use of the said   , his heirs and assigns, during the life of the said   , in trust for him and his assigns, and after the determination of the estate of the said   , to the use of the said   , his heirs and assigns, for ever. And the said   hereby declares that his widow, if any, shall not be dowable out of the hereditaments hereby released, or any part thereof; and the said   , for himself, his heirs, executors, and administrators, doth hereby covenant and agree with the said   and his heirs, that, notwithstanding any act or thing by him, the said   , done or suffered, he, the said   , is seized for an absolute and indefeasible estate in fee simple, in possession, of and in the said hereditaments hereinbefore expressed to be released. And that notwithstanding any such act or thing he the said   and   , his wife, now have in themselves good right by these presents to release and convey the same hereditaments to the uses and in manner aforesaid. And that the same hereditaments, and the rents and profits thereof, shall and may at all times hereafter be peaceably and quietly held and taken, received and enjoyed, accordingly, without any interruption or denial, from or by the said   or his heirs, or any person or persons rightfully claiming or to claim under or in trust for him and them; and that free and clear, or by the said   , his heirs, executors, or administrators, effectually kept indemnified from and against all former and other estates, rights, titles, charges, and incumbrances created or suffered by him the said   . And further that he, the said   , and the said   , his wife, and his heirs, and every other person rightfully claiming or to claim under or in trust for him, the said   , or his heirs, shall and will from time to time hereafter, at the request and expense of the said   , his appointees, heirs, or assigns, do and execute every such act, deed, or assurance for more effectually conveying the said hereditaments to the uses aforesaid, or otherwise according to the direction of the said   , his appointees, heirs, or assigns, or as by him or them, or his or their counsel, shall be reasonably required. In witness, &c.

2. *Form of Mortgages.*

THIS INDENTURE, made the   day of   , in the year of our Lord 1841, between   , of   , in the county of   , and   , his wife of the one part, and   , of   , in the county of   , of the other part, Witnesseth, that in consideration of £   sterling, this day paid by the said   to the said   , the receipt whereof the said   doth hereby acknowledge; he, the said   doth by this deed of release, made in pursuance of the Act of Parliament passed in the fourth year of the reign of her present Majesty, intituled, "An Act for rendering a Release as valid for the Conveyance of Freehold Estates as a Lease and Release by the same Parties," grant, release, and confirm, and the said   , his wife, with the concurrence of the said   , doth dispose of and release unto the said   , his heirs and assigns, *All* [*describe the premises*]; together with all houses, out-houses, buildings, yards, ways, lights, waters, water-courses, woods, underwoods, lands, meadows, feedings, pastures, commons, and commonable rights, privileges, easements, and appurtenances whatsoever to the said hereditaments belonging or appertaining; and the reversion and reversions, remainder and remainders thereof; and all the estate, right, and interest of them the said   and   , his wife, and each of them, in and to the same and every part thereof, to hold the said hereditaments, with their appurtenances, unto and to the use of the said   , his heirs and assigns for ever. Provided always, that if the said   , his heirs, executors, administrators, or assigns shall, on the   day of   next, pay unto the said   , his executors, administrators, or assigns, the sum of £   sterling, with interest thereon at the rate of 5 per centum per annum, without any deduction for taxes or otherwise, he, the said   , his heirs or assigns, shall immediately thereupon reconvey the said hereditaments, with their appurtenances, unto the said   , his heirs and assigns, or as he or they shall direct. And the said   doth hereby, for himself, his heirs, executors, and administrators, covenant with the said   , his executors, administrators, and assigns, that he the said   , his heirs, executors, or administrators, will pay unto the said   , his executors, administrators, or assigns, the said sum of £   and the interest thereof, after the rate aforesaid, on the said   day of   next, without any deduction; and in case the said sum of £   shall not be paid on the said   day of   next, will thenceforth, during the continuance of this security, pay unto the said   , his executors, administrators, or assigns, interest for the said sum of £   after the rate aforesaid, by equal half-yearly payments, on the   day of   and the   day of   in every year. And the said   doth for himself, his heirs, executors, and administrators, covenant with the said   , his heirs and assigns, that the said hereditaments, with their appurtenances, are, by this present conveyance, effectually vested in the said   for an estate of inheritance in fee simple in possession, free from incumbrances. And that the said   , and all other persons claiming or to claim any estate or interest in the said hereditaments, or any part thereof, at the expense of him, the said   , his heirs, executors, or administrators, will execute all and such further assurances of the said hereditaments as the said   , his heirs or assigns, or his or their counsel may reasonably require. Provided always, that until the said   day of   next, it shall be lawful for the said   , his heirs and assigns, to hold the said hereditaments and receive the rents and profits thereof, without any interruption by the said   , his heirs or assigns: Provided always, that if the said   , his heirs, executors, administrators, or assigns shall not, on the said   day of   next, pay unto the said   , his executors, administrators, or assigns, the said sum of £   and interest (of which non-payment the production of these presents shall be conclusive evidence), it shall be lawful for the said   , his heirs or assigns, without any further concurrence of the said   , his heirs or assigns, to make sale and absolutely dispose of the said hereditaments hereby released, with the appurtenances, either together or in parcels, and either by public auction or private contract, to any person or persons for such sum or sums of money as can reasonably be obtained for the same, with power to make any special conditions of sale as to the title, or the evidence of title to be furnished or otherwise, and with power to buy in the premises at any sale by public auction, or to rescind any contract, and to resell the premises, without being answerable for any loss. And it is hereby declared that the said   , his heirs, executors, administrators, or assigns, shall stand possessed of the moneys to arise from such sale or sales, after deducting thereout his or their expenses, in trust to retain or pay the said sum of £   , and all interest which shall be due for the same, and to render and pay the surplus thereof (if any) unto the said   , his heirs, executors, administrators, or assigns; and it is hereby declared, that the receipts of the said   , his heirs, executors, administrators, or assigns, for the money to arise by any such sale or sales as aforesaid, or any interest for the same, shall effectually discharge the person or persons paying the same from seeing to the application thereof; and that no such sale as aforesaid shall be made unless the said   , his executors, administrators, or assigns, shall have given to the said   , his executors or administrators, or left at his or their, or any of their, usual or last place of abode in England, notice in writing, demanding payment of the said principal moneys, and default shall have been made in payment of the same and all interest thereon at the expiration of six calendar months next after such notice shall have been so given or left, but no purchaser shall be bound to see that such notice shall have been given or left, or that some default of payment shall have happened. In witness, &c.

I. MORTMAIN—POLICY OF ASSURANCE.

A point of considerable importance is reported in the last number of BEAVAN. It arose in the case of

MARCH v. THE ATTORNEY-GENERAL.
(Reported 5 Beavan, 433.)

The facts were these:—*Mary Barfield* bequeathed

the residue of her moneys, securities for money, and her other personal estate to certain charities.

This residue consisted, partly of policies of assurance, the companies granting which were entitled to real estate, or chattels real, or some funds secured on mortgages of real estate or chattels real, and out of the stock and funds so invested or secured the policies were paid.

Upon this the question was raised, whether the policies providing that the directors should pay "*out of the funds*" of their several companies, and those funds, consisting partly of real estate, the policies were so connected with land as, under the Mortmain Act, to render invalid the gift of them to charity.

In support of the bequest, it was argued by *Pemberton, Metcalfe, Teed*, and *Rolt*, that real estate belonging to a trading company was personal property, and would pass by a will not executed with the formalities required for devising real estate. That policies are merely personal obligations; that moneys due on a policy are *bona notabilia* where the insured died, and the policy was, and not where the fund was, out of which it is payable; that the covenant to the extent of assets of a company is similar to the limited covenant of an individual: citing *Bligh* v. *Brent* (2 You. & C. 268); *Andrews* v. *Ellison* (6 Moore, 199); *Gurney* v. *Rawlins* (2 M. & W. 87); *Howse* v. *Chapman* (4 Ves. 542).

It was argued by *Turner* and *Sturton*, for the next of kin, that the statute 9 Geo. 2, c. 36, passed to prevent the disherison of lawful heirs, strictly prohibits the charging of real estate for charitable uses "in any ways;" that the stream of cases shewed the inclination of the courts strictly to enforce the statute; citing *Negus* v. *Coulter* (Amb. 367); *Knapp* v. *Williams* (4 Ves. 430, n.); *Finch* v. *Squire* (10 Ves. 41); *Harrison* v. *Harrison* (1 Russ. & M. 71); *Collinson* v. *Pater* (2 Russ. & Myl. 344); *R.* v. *Bates* (3 Price, 341); *Hobson* v. *Blackburn* (1 Keen, 273).

The Master of the Rolls held the charitable bequest to be good. His commentary on the Mortmain Act deserves particular attention. He said:

"The grantees of the policies contract for a sum of money to be paid on a future event. Whatever may be the property possessed by the grantors, the grantees have not, by their contract, any immediate control over it or lien upon it. The grantors or their trustees continue to have the entire control or management over the whole fund; the real estate or chattels real may be sold and converted into pure personalty, and the pure personalty may be converted into chattels real. This state of things may continue, not only during the contingency upon which payment depends, but after the contingency has determined; for the grantee acquires no specific lien after the payment has become due. Even in default of payment when due, the grantee cannot, by reason of such default only, resort immediately and at once to land or chattels real, but must resort to legal process, which will not affect the land possessed by the office at the time of the contract, although it may, in its final result, affect such land as the office may have at the time when the process is executed. Ordinarily, the grantee has nothing but a right of action from the date of the contract until actual payment; and although I conceive it to be possible for circumstances to arise, in which, from the state of the funds, the claims upon it, and the misconduct of trustees and directors, the Court would take possession of the property, and apply it for the benefit of all persons having claims upon it, yet I conceive that the bare possibility of such interference, within the meaning of the Mortmain Act, does not connect a sum of money payable on a policy of insurance with the quality of the property which may be held by the grantors. The cases which have been decided have gone a great length in bringing money held on securities which affect real estate within the meaning of the Mortmain Act; but none of them go so far as is attempted in this case. Where there is a right to have turnpike tolls, or poor-rates, or county-rates specifically applied in payment of a mortgage, the money so secured has been held within the Mortmain Act. There are other cases which have scarcely met with approbation; but this case does not appear to come within the Act, or within any of the decided authorities; and it seems, that if the money secured by a policy of assurance is to be deemed to be connected with land so as to be brought within the Statute of Mortmain, there would be no reason why the same consequence should not attach upon any debt, owing by any person who has real estate or chattels real; for though the right of action imports only pure personalty, yet the result of an action may be to obtain payment out of the land or chattels real."

LEGAL INTELLIGENCE.

LAW INSTITUTION, CHANCERY-LANE.

The annual meeting of the society, directed by the charter to be held on the first Tuesday in the month of June, or as soon after as conveniently may be, was summoned by the committee of management, and held on Tuesday last. The only reason given by the committee of management in their report to the Court, read at the meeting, for their not having sooner called the meeting was, that they had been endeavouring (in order to prevent a dividend being declared under it), to surrender the old charter, but which they were now prevented from surrendering by an injunction granted against them by Vice-Chancellor Knight Bruce.

Mr. B. Holme, of New Inn, moved that Mr. E. Foss (of the Law Life Insurance), and described in the proposed new charter, of Streatham, in the county of Surrey, should be called to the chair. This was seconded by Mr. William Lowe, of the Temple.

It was objected to the meeting that Mr. Foss having been struck off the roll of attorneys upon his own affidavit, that he had retired from the profession of an attorney, was no longer a member of the society declared by the charter to have been instituted for facilitating the acquisition of legal knowledge, and for the better and more convenient discharge by the members of their professional duties, the society being also incorporated as the Society of Attorneys practising, &c.; and that though it was declared that persons who had practised and voluntarily retired might become members in the earlier part of the charter, yet that "having retired" did not there mean struck off the rolls, and that the 11th section of the charter expressly provided, that in case any person holding any share or shares in the society shall, in consequence of the order of any court of competent judicature, be rendered incapable of practising, such person shall forthwith cease to be a proprietor of the society, but may sell his shares to any person willing and qualified, under the provisions of the charter, to become a proprietor; and in support of this, the opinion of Mr. Charles Austin, the parliamentary counsel, taken upon a case settled by the secretary of the society, Mr. Maugham, was read to the meeting, the opinion of Mr. C. Austin being, that Mr. Foss having, by the rule of Court of the 4th of May, 1841, been rendered incapable of practising in the Court of Common Pleas, had ceased to be a proprietor, no distinction being drawn in the 11th clause of the charter between an order of Court procured by the party himself and an adverse order, and that the case of Mr. Foss fell precisely within the words of the clause. It was also pressed on the meeting, that if Mr. Foss, not being a member, was put in the chair, the meeting would be a nullity, and the re-election of the six members of the committee of management proposed for re-election a void election, and so that this might be considered by the Court of Chancery as an intentional surrender of the charter which was restrained by its injunction.

Mr. Foss's friends from the Club and the Law Life prevailed, and he was placed in the chair.

Mr. Foss, as chairman, then proposed Mr. Bryan Holme, who had placed him there, and four other members of the committee of management, for re-election, and declared them re-elected.

Mr. Foss then, as chairman, proposed himself for re-election on the committee of management.

Mr. Preston (of the late firm of Tilson and Preston), who at the meeting on the new charter had supported Mr. Foss as president, now rose and stated, that after having heard Mr. Austin's opinion, which entirely coincided with his own, and the 31st by-law under the charter also being that no member of the society shall be capable of being a member of the committee of management, unless he shall be a practitioner of at least ten years' standing, he (Mr. Preston), considering the question to be purely a legal one, upon which, under the by-law especially, no lawyer could for a moment have any doubt, considered Mr. Foss ineligible, and must vote against his re-election, more especially as it would necessarily involve the society in further litigation.

Mr. Foss then read to the meeting a private opinion of Mr. Serjeant Merewether, given to a friend, upon the charter, but having no reference to the by-law, and the meeting having decided, Mr. Foss, as chairman, declared himself duly re-elected.

Mr. Ripley then, pursuant to notice, called the attention of the meeting to the compensation granted to those in the late office of the Six Clerks, and to the imputation cast on the society of having suggested and sanctioned those enormous compensations. According to the report of the debate on his friend Mr. Watson's motion for a committee of inquiry into how these compensations were obtained, as reported in Hansard, the Solicitor-General is stated to have said, "That the task of drawing the Act was intrusted to Mr. Wainwright (one of the compensated), but that it was not a true representation to say that Mr. Wainwright was the legislator, and that he sent his Bill through Parliament, because the Bill, though prepared by him (Mr. Wainwright), was submitted to a committee of the Law Institution, which was an incorporation of solicitors." In order to relieve the society from these imputations, he (Mr. Ripley) had given notice of his intention to move for the production of the communication received from the Master of the Rolls, inviting the suggestions of the committee of management as to the offices of the Court of Chancery, and the various papers submitted thereupon by the committee to the Master of the Rolls, with the previous reports of any sub-committee. It had been stated that the sub-committee from whom these papers emanated consisted of Mr. Foss (at that time not a solicitor), of Mr. Martineau, and Mr. Follett, who had both been appointed taxing masters under the Act, and of Mr. Field, who had written in defence of these compensations; neither Mr. Follett nor Mr. Field being upon the committee of management, and being therefore utterly incapable of forming part of a sub-committee of the committee of management, Mr. Ripley stated, that not expecting any answer from Mr. Foss, who had so long left the Profession, he appealed to Mr. Holme, and called on him as a gentleman, to state whether the committee of management had appointed such a sub-committee. Mr. Holme stated that it was undoubtedly true such sub-committee had been appointed; the committee of management had at that time been in the habit of associating upon sub-committees persons not upon the committee of management.

Mr. Webb, under these circumstances, seconded Mr. Ripley's motion for the production of these papers; he thought these compensations should be inquired into here, preparatory to an inquiry in a committee of the House of Commons.

Mr. Foss stated, that though it was true papers had been submitted by the committee, as stated, to the Master of the Rolls, it was not true that the committee of management had in any manner sanctioned those compensations. They had followed the example of Lord Cottenham in not giving any opinion upon the subject, trusting that they would have received due consideration in the House of Commons.

Mr. Ripley stated the imputation of having approved these compensations had already been indignantly denied, on behalf of Lord Cottenham, by Lord John Russell in the House of Commons. The compensations were in every material respect directly at variance with what had been done on the abolition of the equity side of the Court of Exchequer during the time Lord Cottenham was Chancellor.

Mr. Foss said the committee could not produce the communication received from the Master of the Rolls; and Mr. Ripley's motion, on a division, having been negatived, the meeting broke up.

LEGAL PROTECTIVE ASSOCIATION AND THE NEW BANKRUPTCY ACTS.

The following petition, and a similar one to the House of Commons, has been forwarded to us. It has emanated, we believe, from the Legal Protective Association. A meeting has been announced by the Provisional Committee of that association for Monday next.

To the Right Honourable the Lords Spiritual and Temporal of the United Kingdom of Great Britain and Ireland, in Parliament assembled.

The humble petition of the undersigned tradesmen and shopkeepers—sheweth,

That your Lordships' petitioners have seen with great alarm and anxiety the recent passing of an Act of Parliament, intituled "An Act to amend the Law of Bankruptcy, Insolvency, and Execution," and containing a clause for abolishing imprisonment for debt in all cases where the debt shall not exceed 20*l.*

That your Lordships' petitioners are heavy and serious sufferers by the sudden and immediate operation and effect given to that particular clause, having given credit for a long time previous to the passing of the said Act for debts under 20*l.* and which are now, in nine cases out of ten, wholly worthless and lost to your petitioners.

That your Lordships' petitioners, as men of business and long experience in trade, are quite certain that it will be impossible for them to continue their various trades and businesses advantageously, either to themselves or families, landlords or other creditors, unless they are enabled to give credit, as heretofore, for debts under 20*l.*; and at the same time hold a security *in terrorem*, such as that of personal arrest upon judgment and execution, as it stood before the passing of the said Act.

That your Lordships' petitioners are aware that many hard and cruel cases of imprisonment for small debts by Courts of Request have taken place in different parts of the country, and which imprisonment your petitioners are most desirous should be abolished.

That your Lordships' petitioners are of opinion that the abolition of imprisonment for debt, for all debts under 5*l.* would effect the last-mentioned object.

That your Lordships' petitioners by the recent enactment have no security whatever for debts under 20*l.* as the claims of landlords, or of the pretended owners of goods and chattels, in some other way,

will entirely place your petitioners at the mercy of the debtor.

That where credit is given for one debt above 20*l.* it is given in fifty cases under that sum; and that the effect of the 57th clause of the recent Act will be the closing of books of retail traders, the destruction of their trade, and the most disastrous and ruinous consequences to shopkeepers throughout the country, the effects of which wholesale dealers and merchants will ultimately feel.

That your Lordships' petitioners respectfully submit that no debtor for any sum whatever need remain compulsorily a prisoner for debt, but is now enabled to extricate himself therefrom by petition; and also, that he is now able, by a like petition in proper time, to prevent the necessity of his being imprisoned at all.

That your Lordships' petitioners, from long practical experience, believe that where one man has been imprisoned for debt under 20*l.* one hundred have paid their tradesmen through the fear of imprisonment, which is now removed.

That your Lordships' petitioners therefore humbly pray that the 57th clause of the recent Act, intituled "An Act to amend the Law of Bankruptcy, Insolvency, and Execution," may be at once repealed, except as to debts not exceeding 5*l.*

And your Lordships' petitioners shall ever pray, &c.

The provisional committee of the Legal Protective Association have also announced their objects to be—

1. To promote and support the general interests and privileges of the Profession.
2. To watch over all legislative interference tending to curtail or abrogate the just rights of the Profession.
3. To suppress, oppose, and prosecute (if necessary) all cases where unqualified persons usurp either the duties, profits, or privileges of the Profession.
4. To assist in obtaining all useful and practical reforms and amendments of the law.
5. To maintain the respectability of the Profession by an honourable and liberal mode of practice.
6. To adopt measures for obtaining a friendly cooperation with all law societies (provincial or local) having similar objects in view.

REVISING BARRISTERS.

NORTHERN CIRCUIT.

The Lord Chief Baron (Sir F. Pollock) has made the following appointments for the current year:—

William Gray, esq., Sir H. F. Doyle, bart., P. A. Pickering, esq. West Riding, Pomfret, Halifax, and Ripon.

E. E. Deacon, esq. West Riding Boroughs (except Pomfret, Halifax, and Ripon).

Woronzow Greig, esq. East Riding and Boroughs and York.

Robert Wharton, esq. North Riding and Boroughs (except York).

William Blanshard, esq. North and South Durham, and Boroughs.

T. J. Hogg, esq. North and South Northumberland, and Boroughs.

J. W. Harden, esq. West Cumberland, Westmoreland, Whitehaven, Cockermouth, and Kendal.

W. F. Pollock, esq. East Cumberland and Carlisle.

Stephen Temple, esq. North Lancashire and Boroughs.

T. S. Brandreth, esq., Richard Mattews, esq. South Lancashire.

T. H. Marshall, esq., Hon. R. Denman, South Lancashire Boroughs.

THE IRISH STATE TRIALS.

CONSULTATION OF THE JUDGES.

The private meeting of the judges at Lord Chief Justice Tindal's, in Bedford-square, on Thursday, did not terminate until a quarter to six o'clock in the afternoon; the learned personages thus having been nearly six hours conferring together on the objections taken by Sir Thomas Wilde, Mr. F. Kelly, Q. C. and the other eminent and able counsel who were heard on behalf of the traversers. Some misunderstanding arose as to the number of judges who attended the Bedford-square meeting, which may be easily accounted for by the difficulty experienced in obtaining any official information. The reporter was informed, upon authority, on Friday, that there were only six judges in attendance, in addition to Sir N. Conyngham Tindal; namely, Mr. Justice Parke, Mr. Justice Williams, Mr. Justice Coltman, Mr. Baron Alderson, Mr. Baron Gurney, and Mr. Justice Patteson. The other learned judges, including the Lord Chief Justice of the Queen's Bench (Lord Denman) and the Lord Chief Baron (Sir F. Pollock), sent in their opinions upon the writ of error in writing. It is not a little remarkable, that Sir F. Pollock, who so ably defended the legal objections taken at the memorable trial of Frost, Williams, and Jones, the Chartists, should have been called upon to decide in the present instance upon the weighty technicalities urged in favour of Mr. O'Connell and the other traversers so soon after his (Sir Frederick's) promotion to the Bench. It is stated that official notice has been given by the Crown solicitors to the legal gentlemen retained for the traversers that the day for delivering the judgment will stand as originally fixed, Monday, the 2nd of September. The applications for tickets of admission to the House of Lords have already been most numerous.

THE RIGHT OF TROUT-FISHING.

COURT OF SESSION, SCOTLAND.

A case which has excited much interest, and which is of importance to the proprietors of lands through which private rivers or streams run, was decided in the second division of the Court of Session on Wednesday last.

In November, 1841, Sir Charles Dalrymple Fergusson, bart. as proprietor of the lands and barony of Hailes, in East Lothian, which includes both banks of the river Tyne during a considerable portion of its course, raised an action of declarator against Mr. Charles H. Sheriff, then residing at Linton House, setting forth that Mr. Sheriff had lately been interfering with his right by trespassing upon his lands, and by angling or fishing for trout and other fishes in the stream which ran through them. The summons concluded to have Mr. Sheriff prevented from trespassing upon the lands of Hailes in future, and to have it declared that Sir Charles had the exclusive right to the fishing in the portion of the river which ran through the lands of Hailes, in the titles to which there is a clause of general right of fishing.

In defence it was pleaded, first, with regard to the alleged trespass, that there being a public road along the banks of the Tyne, the defender (1) as a member of the public, and (2) as an inhabitant of Linton House, had a legal right to use the same; and secondly, with regard to the right of fishing, "the defender having, as one of the public, or at least an inhabitant of Linton House, acquired the right to angle or fish for trout or other fishes in that part of the river Tyne which passes through the the pursuer's property, and to use the said footpath for the purposes of exercising the said right—the acts of angling or fishing libelled were not acts of trespass;" and further, that "the defender, as one of the public, was and is entitled to angle for trout in the Tyne, wherever the defender, by means of the public road in question, or otherwise, had or can have lawful access to the stream."

The first of these points having been submitted to a jury last summer, their verdict was returned in favour of the defender, establishing a right of public way along the north bank of the river. The remaining defences came on for discussion during the present session.

The arguments urged for the defender were substantially twofold. It was contended, in the first place, that access to the river having been obtained by means of the public road, the public were thereby enabled and entitled to exercise their inherent right of angling therein; and in the second place, supposing the Court not to acknowledge this right in the public, that the defender was at least entitled to an issue, under which he could prove that, for a period beyond the years of prescription, the public had been in use to exercise it.

After a lengthened hearing, the Court pronounced this judgment:—

"Edinburgh, July 17, 1844.—The lords having advised the remaining conclusions of the summons in this case, relative to the rights of fishings, allow the defender to make additional pleas in law; and having heard counsel in their own presence, repel the defences and pleas in law for the defender, and find that the pursuer has the sole and exclusive right of angling and fishing in the river Tyne, in any part of its course through the pursuer's lands of Hailes; and that the defender has no right or title to fish therein. Decern and declare accordingly, and prohibit and discharge the said defender from angling or fishing in that part of the said river, or from troubling or intercepting the pursuer in the peaceable possession and exercise of the right of fishing in that part of the said river Tyne above specified. Find the pursuer entitled to expenses of process of this discussion. Allow the account to be given in, and, when lodged, remit to the auditor of court to tax the same and to report.

(Signed) "J. HOPE, I.P.D."

Counsel for Sir Charles D. Fergusson, Bart.—Robt. Whigham and Archibald Thomas Boyle, esqrs. Agents—Messrs. Hope and Oliphant, W.S.

Counsel for Mr. Sheriff—G. Graham Bell and Geo. Deas, esqrs. Agent—Wm. Hutchinson, S.S.C.

DECREASE OF CRIME IN LIVERPOOL.—From official documents it appears that a considerable decrease has lately taken place in the number of prisoners confined in the borough prison of Liverpool. The average number is now only 540, whilst 12 or 18 months ago the number was 680. This decrease is mainly to be attributed to the great revival of trade which has taken place at Liverpool.

SIR WILLIAM FOLLETT.—We are happy to learn, from the very best authority, that Sir W. Follett has, since his departure for the continent, considerably improved in health.—*Exeter paper.*

IMPRISONMENT FOR DEBT FOR SUMS UNDER TWENTY POUNDS.—Although the Act for abolishing imprisonment for debt for sums not exceeding 20*l.* has been in operation for some time, yet some of the debtors in our gaols have been unable to avail themselves of it. In the county gaol there are eighteen debtors, ten of whom can claim their freedom under the Act. There are forms to go through which will necessarily take time, and besides this, there are expenses to be paid amounting to about 2*l.* for each debtor; this sum it will be very difficult for some of the prisoners to raise, and in some cases it will be impossible for them to do so. In the borough gaol there are only ten debtors; as they are all in for amounts less than 20*l.* they can claim their release upon the same terms, but it is supposed that a majority of them, including four sent by the Court of Requests, will be unable to raise the necessary funds; when they have done so, they will be liable to the claims of their creditors, as imprisonment will not discharge their obligations. As the fund called Pemberton's Charity will not have many demands upon it after the Act has come into full operation, it will be a matter for serious consideration for the trustees what is to be done with the proceeds.—*Ipswich Express.*

THE NEW JURY LISTS.—The churchwardens and overseers of the different parishes in the city and throughout the metropolis are actively engaged in making out the new jury lists of the names of persons residing in these parishes and places who are qualified to serve on juries pursuant to the Act of Parliament of Geo. 4, c. 50, s. 9, for the ensuing year. The lists when completed will be printed and fixed at the doors of the churches and chapels in the said parishes for three successive Sundays, beginning on Sunday the 1st of September till Sunday the 15th. The following important notice was issued on Saturday, at the Central Criminal Court, at the Old Bailey, Guildhall, and the Session Houses of Clerkenwell, Westminster, Kensington, Surrey, &c.:—"Considerable trouble having been heretofore occasioned to the courts in hearing applications by persons to be excused from serving on juries on account of their age, the churchwardens and overseers are desired to give notice that all persons whose names appear on the list allowed by the petty sessions, will be liable to serve on juries notwithstanding they are sixty years old and upwards. All exemptions from serving on juries on account of age or otherwise, must be claimed at the petty sessions to be held for the revision of such lists. The grounds of exemption are as follows:—peers, judges, clergymen, Roman Catholic priests who shall have duly taken and subscribed the oaths and declaration required by law; ministers of any congregation of Protestant Dissenters whose place of meeting is duly registered, provided they follow no secular occupation except that of a schoolmaster, and produce a certificate of some justice of the peace of their having taken the oaths and subscribed the declaration required by law; serjeants, barristers-at-law, members of the Society of Doctors at Law, advocates of the civil law if actually practising, and attorneys, solicitors, and proctors if actually practising, and having taken out their annual certificate; officers of the courts of law and equity, and of the Admiralty and Ecclesiastical Courts, if actually exercising the duties of their respective offices; coroners, gaolers, and keepers of houses of correction; members and licentiates of the Royal College of Physicians in London; members of the Royal College of Surgeons of London, Edinburgh, and Dublin; and apothecaries certified by the Court of Examiners of the Apothecaries' Company, if actually practising as physicians, surgeons, or apothecaries, respectively; officers of the navy and army on full pay; pilots licensed by the Trinity-house of Deptford, Strond, Kingston-upon-Hull, or Newcastle-upon-Tyne; masters of vessels in the buoy and light service, employed by either of those corporations; pilots licensed by the Lord Warden of the Cinque Ports, or under any Act of Parliament or charter for the regulation of pilots in any other port; household servants of her Majesty, officers of Customs and Excise, sheriffs' officers, high constables, parish clerks, registrars of births, deaths, and marriages, commissioners having a certificate under 5 & 6 Vict. c. 35, and also all persons exempt by virtue of any prescription, charter, grant, or writ, and all persons upwards of sixty years of age."

A paper has been printed and circulated in the city, shewing the progress of private enterprise in Ocean steam navigation, the facts in which, being presented to the eye at one glance, are interesting, though in an isolated form they have always been accessible. The line of steam communication between England and America was established in 1838 by the "Great Western steam-ship," and maintained by that vessel, the "British Queen," and the unfortunate "President," till 1842, without the support of Government, or any contract for conveying the mails. The line to Halifax and Boston was established by Mr. Cunard,

on obtaining a Government contract of 57,000*l.* per annum to convey the mails 186,300 miles. The line to the West Indies was established in 1842 by parties who, in 1840, took a contract for 240,000*l.* per annum to convey the mails 684,816 miles. The line to Malta and Alexandria was established in 1840-1 by the Peninsula Company, who took a contract for 31,000*l.* per annum to convey the mails 72,000 miles. The line between Calcutta and Suez was established in 1842 by the India Steam Company of Calcutta, but no assistance has been granted by Government for the mails. The line between Calcutta and Suez in 1843 and 1844 was (and is now) occupied by the Peninsula Company's vessels, with a grant of 20,000*l.* per annum for five years from the Indian Government, on condition of their performing 33,080 miles in the first year, 57,120 miles in the second, and 114,200 in the third.—*Times.*

Prophet Wroe's Robbery.—Innocent Parties Transported.—Our readers will remember that about two years ago, the house of Prophet Wroe was broken into and a silver watch stolen; also, that three men, called Benjamin and John Pickersgill and James Ramsden, were tried for the robbery at York Assizes, in August, 1842, and transported for ten years. It now appears, however, that the men were in no manner connected with the robbery, and are perfectly innocent of it. This information has been obtained from James Hudson, now a convict at York Castle, who has made a voluntary confession to the governor of the castle, by which it appears that the robbery was committed by himself and five other men, whose names he gives; he details the proceedings on the night of the robbery, and what was done with the property. We trust our magistrates will take measures by which these innocent men will be restored to their homes, and their families again made happy. —*Wakefield Journal.*

Pensions on the Civil List.—The following are the pensions which have been granted during the year ending June 20th last:—Dame Maria Bell, 100*l.* a year, in consideration of the services rendered to science by her late husband, Sir Charles Bell; Miss Ann Drummond, in consideration of the public services of her brother, the lamented E. Drummond, esq. assassinated by Macnaghten, 200*l.* a year; Robert Brown, esq. the botanist, 200*l.* a year; Dame Florentia Sale, wife of the hero of Jellalabad, 500*l.* a year; and Sir William Rowan Hamilton, the Astronomer Royal for Ireland, 200*l.* a year. Making, altogether, 1,200*l.* per annum thus conferred.

Ecclesiastical Courts.—Some returns on the subject of ecclesiastical courts have just been printed, on the motion of Mr. Elphinstone. It appears from an annexed summary of the particulars therein contained, that the gross total receipts of the judges and officers of the ecclesiastical courts amount, in the dioceses of England, to 101,171*l.*; in those of Wales to 4,882*l.*; and in those of Ireland to 15,459*l.*; making a grand sum total amounting to 120,512*l.*

The following building has been duly registered for the solemnization of marriages, pursuant to the Act 6 & 7 Wm. 4, c. 85:—Battersea Chapel, situated in Lower Wandsworth-road, in the parish of Battersea, in the county of Surrey, in the district of Wandsworth and Clapham union.

CORRESPONDENCE.

CAPITAL PUNISHMENT.

"Public feeling, reversing the natural order of affairs, sympathizes with the criminal and rejoices in his escape, not from punishment, but from a punishment which a voice within tells them to be one from which humanity shrinks, FORBIDDEN BY REASON, certainly inconsistent with Christianity."—*Leading Article of* Law Times, April 20th, 1844, Vol. 3, No. 55.

"Laws made for the preservation of the Commonwealth without great penalties are more often obeyed than laws made with *extreme punishments.*"—*Preamble to Act passed in the first year of Queen Mary.*

TO THE EDITOR OF THE LAW TIMES.

Sir,—In my first letter I considered this subject with reference to the *Mosaic Code*, in my second, the bearings of the *Christian Dispensation* upon it, and, in this third and last, I purpose, in pursuance of my formerly expressed intention, to consider how far you are borne out by fact in declaring the further continuance of the extreme penalty, "*forbidden by reason,*" in which, on the contrary, we are assured by one of your correspondents, it finds its "sure ground and sanction alone."

It has been suggested to me, that some remarks in my letter of the 18th of June (Law Times, No. 60) savour of disrespect to judicial authorities. I beg to say, therefore, that no one feels greater respect than myself for the judgment-seat and the illustrious men who, in our days, fill it with so much honour to themselves and their country, and security to the liberties of the subject; but because they are clement and learned, there is no reason to extend that just respect to all the men and all the doings of those whom they have succeeded. And I look with pardonable disgust upon such a judge as *Jefferies, Recorder Sylvester*, and his coadjutor *Alderman Curtis*, with which two worthies it was a "standing joke" that when the latter was sheriff the numbers suspended after every sessions fell together at the New Drop "like pounds of candles. (*a*) I look too with melancholy regret on such a retrospect of the Criminal Jurisprudence of England as is presented in the following passages from the same writer. "During the second ten years of the reign of George III. the capital punishments in London savoured of *butchery*. Every six weeks there used to be a public procession from Newgate to Tyburn of from eight to fifteen and twenty criminals, chiefly youths." (*b*) "When Mansfield was Lord Chief Justice, Thurlow Lord Chancellor, and Rose Recorder, executions were so numerous, that the editor (Sir Richard) on one hanging *holiday* saw nineteen on the gallows, the oldest of whom was not twenty-two." (*c*)

Mr. Giles has alluded to the French Revolution, and seems to glean something favourable to his views from the unsuccessful attempt then made to abolish capital punishment. Would to Heaven the attempt had succeeded, and poor humanity been spared the horrors of the *guillotine!* It is disagreeable to be reminded by this allusion, that the frequency and extent of our systematized executions at Newgate drew from a celebrated actor in the opening scenes of the Revolution, the exclamation with great warmth and surprise, "The English are the most merciless people I ever heard or read of in my life." (*d*) The revolutionary guillotine made its 6,000 victims, but it was in a time of madness; a time of wrack and crash of all social elements. Harrison asserts, that *in England*, in the reign of Henry VIII. 72,000 criminals were executed for *theft and robbery*, which would amount to nearly 2,000 a year. (*e*) The fact is, that until within a very few years, our penal code rivalled that of Draco, and is, at the present moment, about the most sanguinary in Europe.

Since my last, your correspondent has published a letter, which he thinks confirmatory of his views, and he replies to my observations on the Mosaic Code that its nature "seems greatly misunderstood, as if it were adapted to a certain people, under certain circumstances, instead of *human nature*, which (he tells us) *is the same under all circumstances.*" I shall content myself, in answer to this assertion, with a quotation from a *Sermon by the Bishop of London* (*f*), and am very happy to have a little *ecclesiastical* assistance in my argument. "Retaliation or revenge (says the Bishop), although they may appear at first sight *justified* by some features of the Mosaic Code, were yet only so far sanctioned as they were necessary to deter a *gross* and *hard-hearted people* from the commission of crime; *and they are utterly to be reprobated as essential principles of penal jurisprudence*, inasmuch as they are contrary to the *general* tenour *even of the law*, and *directly opposed* to the spirit of the Gospel: 'Vengeance is mine; I will repay, saith the Lord.'" The renowned divine Chillingworth left among his MSS. a tract entitled, "A Problematical Testament against punishing Crimes with Death in Christian Societies." (*g*)

"We distinguish (continues Mr. G.) in point of enormity between the crime of murder and other crimes to which the Mosaic law attaches an equal punishment, *not* because there is *any real difference*, but because our tone of morality is too relaxed to enable us to judge. It was the object of the Jewish law to maintain in that people a high moral tone, and as they receded from their high standing, their law became as much a dead letter to them as it is to us." The distinction, he informs us, between the crime of the murderer and that of the "determinedly rebellious son" is in "our gross perceptions, which cannot appreciate its blackness." According to this theory, the obligation of the Mosaic institutions ceased (upon what authority express or implied, in or out of Scripture, he does not inform us, its *severities* having, according to the same hypothesis, *altogether failed of their object*) in a direct ratio as an assumed increase of the grossness of man's perceptions, and in nowise as the ratio of the increase of civilization!! By the operation of this cause, only the binding character of the capital penal enactments of the Jewish lawgiver against theft, neglect of the Sabbath, contempt of ecclesiastical courts, &c. &c. is gone, and the law against stoning for adultery had become a *dead letter* in the time of our Saviour, who would not sanction its revival! "In the case, however, of murder (he says), it is different, every one having sufficient perception of its enormity." And has not then every one *sufficient perception* of the enormity of dishonouring his neighbour's wife? Surely the *guilt* was sufficiently obvious. But Mr. Giles's theory is not only contradictory in itself, he has not even the merit of making it consistent with his own prior declarations. What does his own version of the case amount to, but an accommodation—approved by the divine founder of Christianity—of the old law to *changed* circumstances?—diametrically opposed to what he stated a few lines before, that the Mosaic law "was not adapted to a *certain people* in *certain circumstances*, but to human nature, *which is the same under all circumstances!*"

But where would the argument lead? If the rigour of the divine command was only *relaxed* because men's perceptions had become gross, and if the maxim *cessante ratione cessat quoque effectus* be any thing more than a cant phrase, how much more obligatory in its whole extent must this divine law be, now that men's minds are *refined* by the opening of every avenue of knowledge, and the preachings of the Christian ministry? So that the conclusion goes to a revival of ALL the severities of the Jewish Code. For, certainly, *our* "tone of morality" is at least as high as was ever, at any period of their history, that of the rebellious, stiff-necked, carnal *Jews*, a nation notoriously prone to idolatry and the grossest lusts. (*h*) To such absurd extremes will men run in support of a favourite prejudice!

But it is asked, "If it is allowed that the murderer *merits* death, why not avow it?" The answer is obvious:—The legitimate object of human law is not *vengeance*, but, first, prevention of others from committing crime; and, secondly, reformation of the offending. "*Vengeance is mine*, saith the Lord." The question comes back to the plain inquiry: "Is it necessary to destroy life?"—if unnecessary, *unjustifiable*. Is it in the actual state of society and public feeling attended with *bad* consequences? If so,—repugnant to Christianity and reason. Roman Catholic divines place the question, in common with the Protestant authorities quoted, on no other footing, and assert no warrant on account of guilt *per se* to destroy human life. They answer the question, "An respublica potest pro libitu malefactores occidere?" "Negativè: sed tantùm reipublicæ multùm noxios: *unde non est hìc attendenda gravitas seu malitia peccati secundùm se, sed nocumentum quod infert reipublicæ.*" (*f*) If the *nocumentum reipublicæ*, therefore, is greater from shedding blood by law than would ensue from the discontinuance of judicial homicide, the reason fails. So much then for this often reiterated pretence of absolute justification from express injunction.

It is on the principle of their inefficacy and inutility that we advocate this cause. It is the cause of society, and not in the first instance of the criminal. Though even the criminal we would not unnecessarily torture—above all, would not send him unprepared and in the awful circumstances of heinous guilt, to abide eternal judgment. And permit me to say it is the sentiment of a savage only, and most thoroughly unchristian, that a great criminal is as such to receive *no consideration* at the hands of society. The attempt to establish a parallel between an execution in the ordinary course of judicial procedure and the case of slaying an invading enemy is puerile. It is the *casum reservatum*—and the only one, according to Beccaria, in which deliberate killing is no murder. But the killing even an invader, if he could *conveniently be made prisoner and kept in safe custody*, would be an atrocity unrecognized, I imagine, by the rules of *war*.

With these views, *M. C. Lucas, Inspector of the Prisons of France*, expresses the conclusions of his experience and reflection thus: "Quand donc la société dresse aujourd'hui l'échafaud, le meurtre qu'elle prépare est doublement illégitime. 1. Illégitime, *parce qu'il n'est* pas *réclamé par le besoin de sa conservation*, par le droit de sa défense; 2. Illégitime *parce qu'elle ne tue pas pour se defendre d'un ennemi, mais pour punir un couapable*, que c'est comme châtiment qu'elle donne la mort, qu'elle fait acte de pénalité et non de conservation." (*k*)

But if the extreme penalty is forbidden by reason, how (it is asked) did none of the philosophers who studied the *καλον* and the *πρεπον*, hear reason's voice?—THEY DID. And did not hear it without *acting* on it. *Sabacus*, the So of the Scriptures, during his reign of *fifty* years over Egypt, abrogated the punishment of death altogether, substituting hard labour. (*l*) "It is pleasing to remark," says *M. Woolrych*, "that *Herodotus* not only relates the absence of capital punishments for the most part in *ancient Persia*, but declares *his* commendation of the custom which forbade the sovereign from putting to death for a single offence." (*m*) Capital punishment

(*a*) Sir Richard Phillips's Million of Facts, p. 769.
(*b*) Id. p. 950.
(*c*) Letter to the Livery of London, Million of Facts, p. 769.
(*d*) Mirabeau. He had just heard that twenty young men had the same morning been executed at Newgate.
(*e*) Hume's Hist. of England, vol. iv. p. 276.
(*f*) Cited in Wrightson on the Punishment of Death, 1837, page 3.
(*g*) Biog. Brit. 2nd edit. vol. iii. 515, and 517, art. Chillingworth. And see Dr. Kippis's Remarks, *ib.*

(*h*) It is curious to remark that the *severity* of the laws against adultery did not, even in the early Jewish times, succeed; on the contrary, it seems to have been prevalent among them.—Jer. vii. 9; xxiii. 10. "The land is full of adulterers."—Hos. iv. 2; Mal. iii. 5.
(*i*) Theologia Moralis et Dogmatica, Tract. de Jure et Justitia, tom. iii. p. 212.
(*k*) Observ. sur la Quest. de la Peine de Mort, Par. 1828; also, Revue Encyclop. vol. xlii. p. 584. *Vide Guizot*, de la Peine de Mort, Par. 1829; reviewed Revue Encyclop. vol. xlv. p. 451.
(*l*) Herodotus, Beloe, vol. ii. p. 66.
(*m*) *Woolrych*, Hist. and Results of Cap. Punish. in England, p. 10; citing Herodotus, Beloe, vol. i. p. 201.

was abolished by the united voice of the Roman Senate, on the motion of *P. Porcius Læca*. A law referred to with approving eloquence by the philosophic *Cicero*, "O, nomen dulce libertatis. O, jus eximium nostræ civitatis. O, lex Portia, legesque Semproniæ!" It was the tyrant Scylla who returned to the old system. The Germans punished murder not with death, but by fine.(*n*) A similar usage prevailed among our Anglo-Saxon ancestors, and among the Franks.(*o*)

Enough has now been said, without adding more, to shew that when your correspondent declared "not one" of the great men of antiquity had heard the voice of reason condemning judicial bloodshedding, *he made no inconsiderable mistake*.

Even your correspondent's quotation from the poet *Ovid* takes a contrary meaning when ungarbled, and is certainly much improved by what he found it more convenient to omit.

"Cuncta prius tentata: sed immedicabile vulnus Ense recedendum, ne pars sincera trahatur."

The following (permit me to suggest) from the same author, seems a much better suited to a gentleman who affects to think that *Mary Sealey's* case "may be a very fair argument for reviving the old proceeding against a jury by *attaint*."

"Ibimus in pœnas, et qua vocat ira sequemur!"

It may be assumed generally that capital punishment is forbidden by reason, because all *punishment* being *in itself an evil*, justified only by necessity, *à fortiori* must that punishment which takes the life of a criminal, when experience tells us it is *inefficacious*, and that the *happiest results* have followed its discontinuance."(*p*)

"L'expérience de tous les siècles (says Brissot)(*q*) prouve que la crainte du dernier supplice n'a jamais arrêté les scélérats déterminés à porter le trouble dans la société. L'exemple des Romains atteste cette vérité, *elle est mise dans son plus beau jour par vingt années du règne de l'empératrice de Russie Elisabeth.*" That empress, it will be recollected, pledged herself, on mounting the throne, never to inflict the punishment of death, and kept her word. Peter III. was not less frugal of the blood of his subjects, and the celebrated Catherine II. from a full persuasion of its being useless—nay, even pernicious, gave orders for abolishing it entirely. The following is from her *Grand Instructions for framing a new Code of Laws for the Russian Empire, art.* 210. "Experience demonstrates that the frequent repetition of capital punishment hath never yet made men better. If, therefore, I can shew that, *in the ordinary state of society*, the death of a citizen is neither useful nor necessary, I shall have pleaded the cause of humanity with success;" and she concluded in the same article, "In such a state there can be no necessity for taking away the life of a citizen;" summing up with the following magnificent and truly Christian comment upon the experiment of her illustrious predecessor, "*The twenty years' reign of the Empress* Elizabeth *gave the fathers of the people a more excellent pattern than that of all the pomps of war, victory, and devastation held forth by the most glorious conquerors.*"

The Grand Duke Leopold, on his accession to the throne of Tuscany, in 1763, *suspended* the punishment of death. What consequences ensued? Was it followed by a "fearful outbreak of violence?" an apprehension which Mr. Giles says "alone forbids *our* hazarding it."(*r*) No such thing. In 1786, the Duke promulgated a new code, *formally abolishing it*, and in the edict states that the *experiment* had been attended *with the most complete success*. Again, twenty-two years after Leopold's accession, we find a writer thus expressing himself:—"Cette adoucissement des loix a ad[illegible] 'ci les mœurs publiques," &c.(*s*) But *this is not all;* four years after the promulgation of his new code, Leopold was called to the empire of Austria, and the punishment of death was re-enacted in Tuscany, owing to the general alarm caused by the French revolution. M. C. Lucas (see page 359 of his work, before quoted), wishing to be informed of the results which followed the revival, after a discontinuance of thirty years, applied to M. Berlinghiéri, the Tuscan minister in Paris, and received the following reply:—"Il n'y a pas de doubte que l'humanité de la législation pénale de Leopold, et en particulier L'ABOLITION *de la peine de mort*, n'ait été suivie pour la Toscane des résultats *les plus satisfaisans*. Je ne sais pas si sous son règne il ne s'est pas commis plus de cinq assassinats; mais ce que je sais bien, c'est que ces délits de tout genre ont été beaucoup plus rares *alors* qu'avant et qu'apres."

(*n*) Univ. Hist. vol. xii. p. 320.
(*o*) Hallam, vol. i. pp. 104-5, 163, note.
(*p*) Those who would wish to see the whole category of reasons assignable will do well to consult Bentham's Commentary on Death Punishment. And such as desire a general view of the opinions of different authors on this subject will be gratified by the able resumé by Basil Montague, Esq. Lon. 3 vols. 8vo. 1812-13-16.
(*q*) Théorie des Loix Criminelles, vol. i. p. 139.
(*r*) Does Mr. G. think his countrymen have a *natural inclination* to murder people?
(*s*) Lettres sur l'Italie en 1768, tom. i. p. 67. Rome, 1792.

To bring our inquiries nearer home—what says the experience of our *own countrymen?* Here is the testimony of an *Ordinary of* Newgate—the great human slaughter-house:—"From every thing I have witnessed (says the rev. gentleman) I am *decidedly* clear that executions, managed as they are at present, answer no end whatsoever, either for *punishment* or *example.*"(*t*) The three years' experience of Edward Gibbon Wakefield, esq. in Newgate, led him to the same conclusion at a later period.(*u*) But to pass again from opinions on the working of the hanging system to the practical results of a contrary policy:—During *seven* years that *Sir James Mackintosh* presided in the Supreme Court of Bombay there was *no capital execution* for any crime whatever, and the convictions for murder were *only six*. In the *preceding* seven years there were *twelve executions*, and the convictions for murder amounted to *sixteen*. "Whether any evil consequence has yet arisen from so unusual (and in the *British dominions*, so unexampled) a circumstance as the disuse of capital punishment for so long a period as seven years, among a population so considerable, is a question," says Sir James, in his farewell charge to the grand jury, "which you are entitled to ask, and *to which I have the means of affording you a satisfactory answer.*" He then enters at length into the facts establishing his declaration.

It is well known that death-punishment was not tolerated by the enlightened founders of the *republic of Pennsylvania*. The same principle has prevailed ever since, and we find a late traveller applauding the penitentiary system established in that province as the means of reforming a considerable number of convicted criminals. "Here," says he, speaking of Pennsylvanian prisons, "is the best of all evidence, *demonstrative proof*, that brutal treatment, hangings and gibbetings, are neither the most economical nor the most efficacious, as they certainly are neither the most humane nor the most enlightened, modes of punishing crime or reforming society.(*x*) In *Louisiana*, the General Assembly assented to a proposition made by the compiler of their code, *M. Edward Livingstone*, that the punishment of death should be abolished.(*y*) The great Dr. Franklin entertained the same decided objection to severity.(*z*)

The official returns of the *Belgian* Chamber of Deputies (as Mr. Slack has remarked, Law T. vol. 3, No. 60) exhibit the most gratifying results from the abolition of the extreme penalty. Even *Egypt* has preceded enlightened and evangelized England in the amelioration of its criminal law, by abolishing death punishment for murder.—(Revue Encyclop. vol. xlv. p. 204.)

How long are we to have *Holloway* and *Haggerty* and *Saville* tragedies from time to time re-enacted? How long are barbarous exhibitions of homicide to remain the opprobrium of our land? How long is an unnatural conflict between the solemn oaths of jurymen and the desire to avoid further bloodshed, causing them, as it is asserted in Mary Sealey's case, and more recently, according to some, in *Belaney's* case,(*aa*) to prefer the impunity of guilt to participation in it? Was *Dalmas* guilty, innocent, or mad? Was *M'Naughten?* It cannot be denied, that in capital cases the chances of impunity for guilt are tripled. The question discussed in the jury-box is not—Is there reasonable evidence of the prisoner's *guilt?* but—*Shall we hang him?*

It is asked—What would you substitute for death? I answer—*incarceration for life*. "Let there be a prison (says Mr. Wrightson) set apart for this special purpose; and let the man who may be tempted to break the laws know this for a certainty, that if he once enters its walls there will be no pardon, no commutation; that he will never leave it until he is carried out a corpse." *Mr. Alderman Harmer*, who has more practical experience on this subject than perhaps any other person in the country, concludes his evidence before the Criminal Law Commissioners with these words: "A man is forgotten directly he is hanged, and his friends think no more about him,—indeed, they do not wish to recal him to memory; but if he is alive, in misery and suffering, all his associates and acquaintances are feeling sympathy for him; and the dread of meeting a similar fate deters others from going on in the same courses." "Multi sunt (says *Sallust*) qui mortem ut requiem malorum contemnunt et graviter repavescunt ad captivitatem."

It is pretended that the success of the cause I have so imperfectly advocated would be an outrage on the Crown, by "plucking from it one of its fairest jewels;"

(*t*) Letter of Dr. Forde, written in 1788 to Mr. Bentham.
(*u*) See his "Facts relating to the Punishment of Death in the Metropolis." Lon. 1832.
(*x*) Fearon's Sketches, p. 156.
(*y*) See his argument Revue Encyclop. tom. xlvii. pp. 24, 42; and again, 2[illegible]7.
(*z*) Id. p. 28, in the note. In a letter of that great man's, remarking upon a pamphlet called "Thoughts on Executive Justice," he condemns the judge's reply to a horse-stealer, attributed in my second letter (on the authority of Andrews on Crim. Law, 1833, p. 164) to *Judge Buller*, at *Maidstone* Assizes, but which in the "Thoughts" is related of Judge *Burnett*, at *Hertford*.
(*aa*) See letter in *The Times* of the 24th inst. The case has its difficulties. *Quære*—If the sentence had been imprisonment for life, would the jury have acquitted?

that if judicial homicide were abolished, it might be truly said—"*Terras Astræa reliquit.*"

I should rather say, looking to what has already taken place in America, Russia, Austria,(*bb*) Tuscany, Belgium, the Danish dominions,(*cc*) and Egypt, as well as to the pages of history, whence it undeniably appears that in times past much more innocent blood has been shed by public tribunals than by private malice; looking to these things, and at our own tardiness in attending to the signs of the times, I should rather say, on the abolishment of death-punishment—

"Astræa,
Respexit tamen et longo post tempore venit!"

And so far from plucking a jewel from the Crown, in that abolition I believe would consist, in the eye of times to come, one of the greatest glories of the reign of Victoria: a result which, under the auspices of the profound legal acquirements, enlarged experience, and brilliant talents of Mr. Fitzroy Kelly, and with the co-operation of the press,—that powerful exponent of the spirit of the age,—let us hope is not unlikely to ensue should her Majesty's reign happily extend as long as her loyal subjects could wish it.

I thank you, Mr. Editor, for your indulgence, and doubt not that, as in this instance, the Law Times will ever be found among the friends of humanity, and the advocates of the practical development of all the advantages of increased social order.

I am, Sir, yours truly,
George John Durrant.

Chelmsford, Aug. 27, 1844.

THREATENING LETTER NUISANCE.

TO THE EDITOR OF THE LAW TIMES.

Sir,—In reference to the query of yours, contained in the Law Times of the 10th inst. as to whether an indictment could be sustained against the author of a letter therein described, I am fearful it is not a criminal offence. I have read the observations of your correspondent A B in the Law Times of the 24th inst. who thinks an indictment may be effectually sustained on the statute of 4 Geo. 4, c. 54, s. 3; but I find that the part of the section which he quotes is repealed by the 7 & 8 Geo. 4, c. 27, and re-enacted by the 7 & 8 Geo. 4, c. 29, s. 8, which enacts, that if any person shall knowingly send or deliver any letter or writing demanding of any person, *with menaces, and without any reasonable or probable cause*, any chattel, money, or valuable security, every such offender shall be guilty of felony. But inasmuch as the writer of the letter had a *reasonable* cause for demanding the money, I think, with the greatest deference, that an indictment could not be sustained, and surely the intention of neither Acts was to meet the case alluded to.

It is indeed desirable that the threatening-letter-gentlemen should be put down, but I think the extermination of these bastard lawyers can only be accomplished by the united efforts of the Profession.

I am, &c.
Jno. Ewing Jeffery.

King's Lynn, 29th Aug. 1844.

SELECTIONS FROM CORRESPONDENCE.

"W." makes the following suggestions upon the "*Justices' Clerks Bill,*" which has been brought forward for the consideration of the public, preparatory to its discussion in Parliament:—

Allow me, through the medium of your valued and most useful journal, to offer a few remarks upon the "Justices' Clerks Bill," lately introduced before Parliament by Sir James Graham. It is a Bill calculated to remedy many of the existing evils, but I would extend its provisions still further. I think a clause empowering justices' clerks, *out of session*, to sign the necessary forms, would be a great advantage. At present, parties have often to go miles to obtain their warrants, &c. signed by a magistrate; and it often happens the magistrates are *all* from home, and justice is thereby delayed, as time is too short to obtain redress at their next session. I do not see any difficulty in this suggestion, as the clerk, before he issues the process, minutely inquires into the charge, whether or not it is fit for the cognizance of the Bench; and the mere signing by the magistrate is only a form preparatory to the hearing, and causes trouble and inconvenience to the aggrieved party. The merits of the case would afterwards come before the Bench at petty sessions; and I do not see any fraud or delay would arise, but on the contrary. Perhaps much time would be saved by each magistrate's clerk having a seal attached to his office, by which all processes, &c. issued should be stamped; and that when so stamped should be to all intents and purposes valid and effectual as if signed by one of the magistrates within his division; and that the

(*bb*) Austria has reduced its capital crimes to two; we have still an extensive catalogue,—eight or ten, I think.
(*cc*) "The punishment of death was abolished in the Danish dominions about the end of the last century."—*Laing's Residence in Norway*, 2nd edit. p. 229, London, 1837.

clerk should have power also, out of session, to grant processes on oath of the party aggrieved, and generally to do all such things usually done before hearing, in such and the same manner as if a magistrate was present and did the same. I would also empower justices' clerks, out of petty sessions, to take bail until the ensuing petty sessions for parties taken into custody for a breach of the peace or any minor offence (not felony); as otherwise, if the petty sessions are held on stated days, suppose a person is taken into custody on such a charge the day after the petty session, he would have to remain until the next session deprived of liberty, which I am sure our legislature never once intended. I also beg to call your attention to prosecutions at sessions and assizes, and to ask whether or not the justices' clerks will monopolize all prosecutions against persons committed by the Bench for which they act, or the prosecutions will be open to the Profession on retainers from the prosecutor? If the former, it will be a great injustice to the Profession, and will call loudly for redress.

A "Constant Reader" thus expresses his dissent from the opinions which have appeared in our columns on the "Point of Practice" put by Mr. Leigh:—

Pray who is to give the mortgagee's solicitor instructions? Upon what pretence is the solicitor to manage the estate when the interest is punctually paid, and the principal forthcoming on demand or notice? He is indeed entitled to be satisfied that the arrangement in which his client may be called upon to concur is not disadvantageous to him, and this is the extent of his duty.

The case would be different when the mortgagee was in actual possession; but in general, until that event takes place, the mortgagor ought to be able "to do what he will with his own."

The injustice of a strange attorney, comparatively uninterested in the matter in question, taking the management of the whole business, is to me most apparent. He might, indeed, prepare a farming lease, and the injustice might not be glaring. But take the case in extremes. Suppose a gentleman to have raised a small sum on a large estate, either on mortgage or deposit of his deeds, and he wishes to let a lead or a coal mine, or a large manufacturing or brewing concern, would it not be monstrous that the lender's attorney should take the management of the business and the drawing of the lease, with all the important special provisions which such a case would require? If the rule were insisted on, all the real work would be done by the mortgagor's attorney, and the other would have only the trouble of charging for it. Of course the mortgagor would not trust his interest in the hands of a stranger who had no other motive to do his duty beyond the preservation of his client's principal money and interest. If it is not *just* in such a case as this, it is not in any case. It would be making the lender of money a tyrant over th borrower; and it might just as well be said that the mortgagee should prepare the reconveyance of the mortgaged estate on payment of his money. The fact of the legal estate being in the mortgagee makes no difference, in my opinion. The question is, who is the owner of the estate for the time being?

The following remark of a correspondent as to the confusion of the names James and Jacob in the registers at Doctors'-commons, if correct, requires immediate attention from the officials in that quarter:—

In searching for an old will in Doctors'-commons to-day, I lighted on several of the surname which I wanted, but having the Christian name of "James" prefixed. I was looking for "Jacob." It struck me that as several of the old books have been re-copied, and in the originals the two names were both written "Jacobus," the copyist might have made some mistake in translating the word. I have not tested their accuracy yet, but if it be a mistake, it is one of very serious import; and I can hardly fancy that, whenever the copyist came to a "Jacobus Smith," he took the trouble to refer to the original will to see whether the name was "James" or "Jacob."

"A Subscriber" raises the following point upon the "Transfer of Property Act:"—

By the new Transfer of Property Act, section 9, it is enacted, that "When any person *has, or shall have*, departed this life, and his executor or administrator is or *shall* be entitled to the money secured upon the mortgage," the executor or administrator may convey the legal estate. Section 13 enacts that, "This Act shall commence from the 31st day of December, 1844, and shall not extend to *any deed, act, or thing executed or done*, or (except as to existing contingent remainders) *to any estate, right, or interest created before the 1st day of January, 1845*."

Does this Act extend to any mortgage executed before 1st of January, 1844, and if so, does it enable the executor or administrator of any mortgagee, *becoming such executor or administrator before 1st of January*, 1845, to convey the legal estate vested in the heir or devisee of the mortgagee?

To Readers and Correspondents.

J. W.—*We are much obliged for the remarks of our friendly correspondent.*

G. F. S.—*The article on Capital Punishment came too late for insertion in the present number. It will appear in our next.*

H. ATKINSON, Whitehaven.—*The point suggested will probably be touched upon in the forthcoming article upon the "Transfer of Property Act." The 5th section has some bearing upon it.*

ERRATA.—In p 303, l. 33 from the bottom, *for* "indorsing" *read* "advising."

In our last number, p. 90, in the middle column, line 12 from the bottom, *dele* "being the," and *insert* "very."

In our statement of the particulars of the sale of Great Hallond Estate, Essex, by Messrs. Shuttleworth, which appeared in our last number, *for* 1,700*l.* *read* 17,000*l.* the sum for which the estate was sold.

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THE LAW TIMES.

SATURDAY, AUGUST 31, 1844.

CHANCERY COMPENSATION JOB AND THE LAW INSTITUTION.

FORTUNE, it is said, favours the bold; but even the boldest may sometimes overshoot their mark. Rarely indeed has this axiom been relied on so confidently as it must have been by those who planned, and temporarily succeeded in carrying out, the Compensation job. Still, let them not suppose that they are out of danger. The various expedients that have been used to stifle or postpone inquiry are marked by all with indignation, and each day shews the necessity of a further inquiry, for there seems to be a studied shroud of mystery thrown over the origin and history of the *job*, which clearly betrays the weakness of the cause. The Government mainly owed their success in resisting Mr. Watson's motion by the assertion—subsequently proved to have been a *slight* mistake—that Lord Cottenham had approved of the compensation clauses. The Law Institution were then supposed to have been the main movers in the business. It now appears they decline the proffered honour of paternity to this strange bantling. After a silence, which we wish had been somewhat less protracted, it was stated by Mr. Foss, at the annual meeting, a report of which will be found in another part of our columns, "*that though it was true papers had been submitted by the committee, as stated, to the Master of the Rolls, it was not true that the Committee of Management had in any manner sanctioned those compensations.* They had followed the example of Lord Cottenham, in not giving any opinion upon the subject, trusting that they would receive due consideration in the House of Commons."

The production of the correspondence was, however, refused, and beyond this denial—a very important one—no new materials for the secret history of this very dark and unjustifiable transaction have been furnished. In spite of the petty reduction of the fees, which seems to have been made in the hope of lessening the indignation of all, and more especially of the solicitors and suitors, the subject must again be brought forward. Let not the Profession faint or falter in this just cause. Mr. Watson will doubtless again call the attention of Parliament to it. We have very recently seen, in the case of the Post-office, how the Government *must* yield to the strongly-expressed opinion of the public, and for the honour of all parties, we hope they will again be compelled to grant at last an inquiry which never ought to have been refused.

We cannot close these remarks without expressing our surprise at the somewhat irregular proceedings disclosed at the last meeting of the Law Institution.

It seems that the Committee of Management have not unfrequently appointed persons not upon the committee as members of the sub-committee of management. This is contrary to every established rule of carrying on public business, and we trust it will not be again repeated. The dispute about the legality of the last meeting is purely a question of law, into which we wish not to enter.

THE NEW BANKRUPTCY AND INSOLVENT ACTS.

A MEETING was to have been held yesterday between the Commissioners of the Court of Bankruptcy and certain of the Country Commissioners for the purpose of framing Rules and Orders under the recent Acts relating to insolvents; but nothing authentic has yet transpired on the subject, and probably nothing will for a few days, as the Regulations under 7 & 8 Vict. c. 94 require the sanction of the Lord Chancellor. It is understood that the Rules under the Debtors and Creditors Act, 7 & 8 Vict. c. 70, will be very simple, as it is the object of that statute, which we published in a late number, to carry out amicable arrangements with as little publicity or technical interference as can be made consistent with the due execution of the trusts. Parties are left very much to their own discretion; the forms, as far as we have heard, only apply to the mode of protection; and the certificate, that the trusts have been fully carried into effect; this latter is a very important document, as it acts as a certificate of conformity to the debtor, and as a *quietus* to the trustee.

There is to be no set form of petition; but we recommend petitioners to follow, as concisely as possible, the terms of the Act. If the proposed arrangement is short, it may be inserted in the body of the petition; but if there is a long deed, it may be sufficient to refer to it as annexed.

By what fell from one of the Commissioners in Court, we infer that a deposit, not for fees, as erroneously reported, but for necessary expenses, is to be paid under both Acts. The inconvenience of hurried legislation at the very end of a session is very manifest in each of these measures, since those who are to carry them into execution have so little time to consider the best mode of doing so; and the law is actually in force before the Profession can understand its bearings.

The question of attestation, for instance, which now seems to be set at rest by the concurrence of all the *constituted* authorities, caused no small agitation; the *Times*, and other papers, denouncing the ex-Chancellor, and the *Herald*, the Commissioners.

PROFESSIONAL MALPRACTICES.

AMONG other consequences the new Bankruptcy and Insolvency Act, it has brought forward more prominently into view a full crop of advertising attorneys. Perhaps some of our readers can inform us something of the history of the *gentleman* who has circulated the following handbill:—

"ANTI-IMPRISONMENT FOR DEBT AND MUTUAL PROTECTION SOCIETY.

"IMPRISONMENT FOR DEBT.

"By the 5 & 6 Victoria, cap. 116, any person being a trader, but owing debts under 300*l.*—and non-traders to any amount—can be cleared of their difficulties without being exposed to the present cruel, illegal, and unconstitutional system of imprisonment for debt.

"SESSION 1844.

"By the Debtors and Creditors Bill now passed, prisoners now in execution for a debt not exceeding 20*l.* can be discharged, and all other prisoners in execution for any amount can be discharged on petition.

"The requisite papers and petitions and every information will be transmitted to any part of England and Wales from this office. Schedules prepared, and cases conducted at a fixed scale of fees for solicitors by agency, or the public at large.

"THOMAS LORD,
"Solicitor to the late Mary-le-bone Roads Commissioners."

It would be well to know how the "Solicitor to the late *Mary-le-bone Roads Commissioners*" has become one of the disreputable section who, under cover of the name, bring disgrace upon the profession of an attorney. Who are the members of the "Mutual Protection Society?" A list would be invaluable.

A Mr. George Lewis has issued a somewhat similar circular, dated No. 4, Barnard's-inn, London, which he concludes in the true spirit of philanthropy, that

"In cases of very poor prisoners I shall have no objection to procure the orders for them on receiving a post-office order for 30s. in each case."

In the country papers, as well as the London journals, advertisements of this kind inform all respectable men whom they must *shun*. We have, for instance, a Mr. W. Clark, of Oxford, upon whose proceedings an observant eye will be kept. We should be glad to know who L. L. D. 7, Clement's-inn, Strand, is. If not in the Profession, let him beware; and if he is an unworthy member of it, we will expose his malpractices, that his gain of a few shillings by them shall be more than counterbalanced by the scorn of the rest of the Profession.

We refer our readers to the interesting question raised by Mr. Horry, at the Clerkenwell Police Court. It is very desirable that a decision should be speedily come to upon it. We hope, ere long, to see the Profession uniting in determined efforts to exclude sham-attornies, accountants, and clerks from exercising functions to which they have no legal title.

VERULAM SOCIETY.

On Thursday last the Fifth Part of the Practical Reports of the Verulam Society, being the REGISTRATION APPEAL CASES, was published. The Second Part of the REAL PROPERTY CASES is passing through the press.

The following new members have been enrolled since our last report:—

Thack ay, J. W. 58, Beaumont-street, Portland-place
Tindal, J. Huddersfield
Ansdell, J. St. Helen's, Lancashire
Owen, J. Newtown, Montgomeryshire
Sidney, M. W. J. Blyth.

PRACTICE—PLEADING—EVIDENCE.

By PROFESSOR CAREY.

Delivered at University College, London.

LECTURE X.

In many forms of action the declaration discloses little more than the legal nature of the plaintiff's claims, but gives no specific information of the details. For instance, in an action of debt for goods sold and delivered, the declaration contains merely a statement that, whereas the defendant was indebted to the plaintiff in so much for goods sold and delivered by the plaintiff to the defendant, to be paid on request, yet he hath not paid the same, and still refuses to do so. Not a single fact is material except that certain goods have been sold, and a certain sum is owing; it says, indebted in some specified sum—for instance, 20*l.* for goods sold and delivered. But the sum stated in the declaration is not material: the plaintiff having stated one sum, may prove another. All the information given is that there is a claim made in respect of certain goods sold and delivered. Hence the practice arose for the judge, at the instance of the defendant, to order the plaintiff to furnish particulars of demand; and in all actions of debt by simple contract and *indebitatus assumpsit*, the plaintiff is now, by rule of court, required to furnish particulars, which are to be comprised within three folios. The bill of particulars forms no part of the record; it is never made up on the record; if there is a writ of error, the bill of particulars forms no part of it; it is a mere memorandum of the plaintiff's claim. When the plaintiff has stated his case in the declaration, it is for the defendant to consider what answer he shall make. If he considers the plaintiff's statement insufficient in law, he may demur; if he does not demur, he pleads; if he does neither the one nor the other within the time limited by the practice of the court, the plaintiff may sign judgment for want of a plea—judgment by default. If, in any subsequent stage, the defendant neglects to plead, he is considered to offer no opposition to the demand of the plaintiff, and to admit all the material allegations in the declaration. In an action of debt, which is supposed to claim a specific sum, judgment is final; in *assumpsit* and other actions which sound in damages, judgment is interlocutory only, and the damages must be ascertained by a writ of inquiry executed by the sheriff, before the plaintiff will be entitled to final judgment. In judgment by default, there is an admission on the part of the defendant that the plaintiff is entitled to certain damages. In an action of trespass, it is an admission that the plaintiff is entitled to damages for the trespass the defendant has committed. In order to know what the damages are, you must have them assessed by a jury, which is done under a writ of inquiry executed by the sheriff. So in an action of *assumpsit*, which is an action to recover *damages*, the jury are to ascertain what the damages are which have been sustained by the defendant's not doing that which he had promised to do. In debt, the form is otherwise, for there a specific sum is claimed to be due. It is quite true that if you claim one sum you are enabled to recover a smaller sum if you prove it; still the sum claimed is, in form, admitted to be due. In practice this takes place. Supposing judgment to go by default, the sum claimed is 100*l.*; the sum actually due is 20*l.* The plaintiff, though in point of form he is entitled to judgment and execution for 100*l.*, only has judgment and execution for 20*l.*; he is limited by his particulars of demand. In practice he only sues; for if a bill of particulars had been given, in which 20*l.* was claimed, the Court would set aside the execution if taken out for a larger sum.

Pleas are of two kinds,—*dilatory* and *peremptory*. A *dilatory* plea is merely an objection to the particular action. A *peremptory* plea is one that impugns the right of action altogether. Of *dilatory* pleas the most important are those—first, to the jurisdiction; and, secondly, pleas in abatement. A plea to the jurisdiction is an objection to the competency of the Court in which the action is commenced. This is not of frequent occurrence in the superior courts, their jurisdiction being very well known and very extensive. In the inferior courts this plea is pleaded frequently, and in borough courts that have jurisdiction over matters arising within the borough, it is not uncommon to plead that the cause of action did not arise within the borough, but somewhere without it. This plea puts an end to the action that is commenced in the borough court, and leaves the plaintiff to commence an action elsewhere. In a plea to the jurisdiction, it is not sufficient merely to object to the jurisdiction of the court in which the action is brought, but the defendant must shew that there is some other court in which the action may be proceeded with.

A plea in *abatement*, in its common acceptation, consists, as it is described in Blackstone, of two distinct classes; first, where an objection is raised to the *disability* of the plaintiff, by reason whereof he is incapable to commence or continue the suit; secondly, where the writ is sought to be quashed or abated on account of some insufficiency contained therein, or by reason of some matter out of the writ or declaration set forth by the defendant: the effect of both is the same. *Dilatory* pleas are, first, to the jurisdiction of the court; secondly, to the *disability*; and are addressed, first, to the person of the plaintiff, and secondly, to the person of the defendant, and thirdly, which is more correctly a plea in abatement, to the court or the *declaration*, or to the writ. That, I believe, does not occur except in real actions; it does not occur in personal actions.(a) A plea of abatement on account of *disability* of the plaintiff may be that he is an "alien enemy;" or in actions which cannot be brought by an alien, whether an alien enemy or not, that he is an alien. That plea was pleaded in *Pisani* v. *Lawson* (6 Bing. N.C. 90). Pisani brought an action against Lawson for a libel. Pisani was one of the dragomans or interpreters to the English ambassador at Constantinople. There had been a libel in the *Times*, imputing to him subserviency to Russia, breach of duty, and want of faithfulness; and, in answer to the action, Lawson pleaded that he was an alien, and had never been in England. It was held nevertheless that the action would lie; that here was a libel by which Pisani was injured; and that he had a right to bring the action. Now, supposing money to be owed by an Englishman to a foreigner; that foreigner, the two countries being at peace, might come to this country and bring an action in our courts against the Englishman for the debt; but supposing the debt to exist, and a war to break out between the two countries, the foreigner could not commence an action during the continuance of the war; if he did, the plaintiff might plead "*alien enemy.*" We come next to the disability of the defendant. For instance, if a woman enters into a contract—if she has goods furnished to her, or incurs any liability, and afterwards marries and is impleaded, she may plead her coverture in abatement. The action is brought against her as a *femme sole;* she pleads that she has taken husband, and is not liable to the action. If she were married at the time, she could n , plead it in abatement. If she was married at the time, under ordinary circumstances, and made a contract, either it is no contract at all or it is the contract of the husband: she cannot make it on her own account. If it is a valid contract, it is made by her as the agent of the husband, and an action, if brought at all, must be brought against the husband; if the action is brought against her, she must plead in bar to the action that she made no contract, because she as at the time a married woman. That is an answer completely to the demand—there never was any contract of the kind alleged. But it is different where she first makes a contract and afterwards marries. Here there was a contract valid at the time; but it is a contract to which she is no longer liable, by reason of her coverture. There is, therefore, a *disability* in the defendant, but merely a *disability*, and she is therefore required to shew how that disability occurs, so as to enable the plaintiff to bring the action against the husband.

We now come to what in common law is called a *misnomer*. If the defendant was misnamed on the writ, or in the declaration, that would be termed a *misnomer*, and might be pleaded in abatement. This is now no longer allowed. The defendant so misnamed is at liberty to have the declaration amended at the expense of the plaintiff. John Jones is called *Thomas* Jones, and so declared against. Instead of pleading that his name is not *Thomas*, but *John*, he makes a special application to the Court, stating his name, and thereupon the declaration is amended, and the cause goes on regularly. So in the case of a *misjoinder*. If there are several persons jointly liable on a contract, the action must be against them all. If goods are sold to a mercantile firm, consisting of two partners, if one is sued alone, he may plead in abatement the non-joinder of the other; he must plead in abatement that he did not make the debt except together with A B. A *plea in abatement* must, in the language of the old law, give a better writ; it must shew to the plaintiff how he may commence another action so as to suit the case. If one person has an action brought against him, he cannot say he incurred the liability jointly with other persons, without naming them—this would not give the plaintiff a better writ; it would not shew him how to bring a fresh action,—but he must plead that he incurred it only together with A B and C D, in order that the plaintiff may commence his action against all three. The plea of *non-joinder* as a plea *in abatement* remains, with this modification, that if the person left out has been discharged by bankruptcy or a certificate under

(a) Stephen on Pleading, 430; 2 Will. Saund. 209.

the Insolvent Act, the defendant need not join him, for by the Law of Amendment Act, if the defendant pleads non-joinder, the plaintiff may reply that such is the fact; that where the action is brought against two men who entered into a contract, one man says I did not enter into the contract except jointly with C D; the plaintiff may admit that and say yes, but C D is a bankrupt; and he may then go on against A B alone. *Non-joinder* cannot be pleaded in abatement, unless it be stated in the plea that the person who should have been joined resides within the jurisdiction of the court. The defendant may also plead in abatement that there is another action depending for the same cause. The effect of a plea in abatement, if it succeeds, is to defeat the action, but *the right of action* is not affected by it. It defeats all the proceedings taken, but the plaintiff can commence proceedings again. If the plea is to the jurisdiction of the court, and the plea is held good, the defendant may proceed in the right court; the particular action is defeated, but the right of action is left undiminished. If the plea in abatement fails, a demurrer judgment is given for the plaintiff; it is *respondeat ouster*,—let the defendant answer over to the action. (*Biggs* v. *Cox*, 4 B. & C. 920.) That was an action of debt, brought by the assignees of a bankrupt for goods sold by the bankrupt, alleging promises made before his bankruptcy; the plea was a plea in abatement, that there was another action for the same cause of action brought before the bankruptcy, and still pending. The assignees demurred to that plea, and it was held that the plea was a bad one. The former suit was in point of law at an end; the bankrupt could not go on with the proceedings after he had become a bankrupt, nor could the assignees go on with it; the right of action was gone, and they must commence a new action; so that the fact of the bankrupt having commenced an action is no answer to one afterwards commenced by the assignees. "It does not appear," says the judgment of the Court, "how far the action commenced by Collier has proceeded, but for any thing that appears, the defendant may now plead the bankruptcy of the plaintiff in bar of it. The judgment of the Court in *Kinnear* v. *Lavant* corrected the former decisions, in which it was held that assignees might continue suits commenced by the bankrupt, and decided that the defendants might insist upon stopping such suits, and force the assignees to become plaintiffs, so that it might appear upon the record to whom the payment compelled by the judgment was made. But if assignees cannot continue an old action, it is clear that they may commence a new one in their own names. The plea is, therefore, insufficient, and the defendant must answer over." There the plea was held insufficient, and the defendant had to "answer over" to the action: he then pleads *non assumpsit*, or the like. Suppose issue had been joined on this plea in abatement, and the replication had been, that there was no such action pending as alleged in the plea, the question would then have been, whether there was or was not an action pending at the suit of the bankrupt himself. If it was found by the jury that there was not, the plea pleaded was *false*, and the judgment would have been for the plaintiff, that he do recover the debt, and there would have been no further inquiry except to ascertain the amount of damages; and the plaintiff would have been entitled to judgment on the issue found. So if the defendant pleads in abatement that the promise on which he is sued was made jointly with another person, and the plaintiff replies that the promise was made by the defendant alone and not jointly, and issue is joined on that; then, if the issue is found for the plaintiff, the judgment is peremptory that the plaintiff do recover, and no inquiry is left but to ascertain the amount; for whenever a man pleads a fact he knows to be false, and the verdict is against him, judgment ought to be final. He has made a statement which is false, and he must be supposed to know it. (2 Williams's Saunders, 367.) That was a plea of *misnomer*, which could not now be allowed, and that is as strong a case as can possibly be put. An action is brought against a man of the name of John Jones, and he pleads in abatement, "My name is Thomas," and the question is raised whether the name is John or Thomas, and it is found that the name was John, as the plaintiff declared against him. There the judgment is not, let John answer over, but, let the plaintiff recover against John. He has pleaded a fact that is proved to be false, and judgment is against him. The damages there ought to be assessed by the jury who are empannelled to try the issue. In an action on the case on several promises for goods sold and and delivered, the defendant pleaded a *misnomer* of his Christian name in abatement; the plaintiff replied that the defendant was generally known by A B, as well as by B C. On this issue was joined, and the jury found for the plaintiff. The judge said, "We are of opinion the judgment must be peremptory." A peremptory plea, more commonly called a *plea in bar*, is one which states some ground for barring; that is, for putting a complete stop to the action of the plaintiff. It is an answer to the statement contained in the declaration, shewing that the plaintiff has not in fact any right of action such as he has alleged. Pleas in bar are of two kinds: *a plea by way of traverse*, and *a plea by way of confession and avoidance*. A plea by way of traverse is one that denies some material averment contained in the declaration. Some of these pleas had formerly an extensive operation: *nil debet* in debt, and *non assumpsit* in *assumpsit*. This was denominated the general issue, because it denied generally the liability of the plaintiff, and put him on the proof of all the facts necessary to establish the case. In *case*, "not guilty" put in issue, at least, all the facts stated in the declaration necessary in order to make out the guilt of the defendant. Not guilty, in trespass, denies the whole of the trespass itself; formerly it denied much more. For instance, *trespass quare clausum fregit*, where the plaintiff complained that the defendant broke his his close. Formerly, under this plea, the defendant might have relied on its not being the plaintiff's close, or on the defendant himself not having committed the trespass. Now, the plea of not guilty means only to deny that the defendant committed the trespass; it does not put in issue whether the close was the property of the plaintiff or not. There was also the plea of *non est factum* (it is not *my deed*), which was the plea in *covenant*, or in debt, or specialty; it not only put in issue whether the deed was ever executed, but admitted almost any defence which shewed the deed could not have been sued on at the time the action was brought. The term *general issue* was applied to those pleas at the time when they were of much more extensive application than at present. (*b*)

The ancient rules of pleading were thought to lead to chicanery and delay, and, in consequence of that, the defendant was no longer required to set out the whole of his defence, but was allowed to plead the general issue, and then to make any defence he chose under it. In an action of *assumpsit*, a plea of *non assumpsit* not only put the plaintiff on proof of the whole case, but allowed the defendant to set up, without any notice, almost any other matter in confession or avoidance, such as infancy, duress, or illegality—or matter in discharge, as payment or a release. Payment might formerly have been given under a plea of *non assumpsit*. *Non assumpsit* would seem to imply that the promise was never made; but you might under that plea give evidence that the liability had been cancelled by payment. This might be convenient for the defendant, but a great hardship on the plaintiff. The record also gave to the judge no intimation of the point in dispute between the parties, but left him to collect it on the trial from the facts. It is of great advantage to the judge to have the points in issue directed to his mind, so that he may see at once how the evidence bears upon them, and be enabled to direct the attention of the jury accordingly. When so many defences could be made under the special issue, the points were not raised by the pleadings. A total change has recently been brought about in this respect, not, however, a change effected by substituting any new theory of pleading—the principles are the same as they have ever been. Some of these had, in practice, been relaxed, but the relaxtion was found to produce more mischief than convenience. By the 3 & 4 Wm. 4, authority was given to the judges in the superior courts to make rules of pleading which, after having been laid before Parliament, should have the force and effect of an Act of Parliament. (See the rules of Hilary Term, 4 Wm. 4.) Among the objects contemplated by these rules was that of restraining within proper limits the general issue. Numerous rules were framed, suited to the several forms of action. In debt on simple contract, the plea of *nil debet* would raise the question whether the defendant was indebted to the plaintiff *at the time the action was commenced*. This plea was abolished, and *non quam indebitatus* substituted for it. This denies that the defendant was *ever* indebted to the plaintiff in respect of the cause of action stated in the declaration. Thus, an action is brought against a man for 40*l*. which he owes for goods sold and delivered; he says he was never so indebted—that is, he never was indebted for any such goods. This is, in effect, a denial that the goods had been sold and delivered. Before the new rules, under the plea of *nil debet*, this defence might have been set up; so also might any defence which shewed that at the time the action was brought, there was no debt existing; thus, he might shew payment before the action commenced. But now the plea is, he *never was* indebted, and the question, therefore, simply is, whether there ever was a debt created in the manner described in the declaration. If the defence is, that he has paid it, or that it has been released, or that it has been done away with in any other manner, that must be pleaded under some other plea. In an action of debt for money lent, if the defendant pleads never indebted, by this plea he denies the lending of the money, and the question raised is whether the money was lent or not. If the defendant has any other answer to the action, he must avail himself of it in some other way. In an action of *assumpsit*, except in actions on bills of exchange or promissory notes, the plea of *non assumpsit* is still retained; its operation differs according to the circumstances, depending on the nature of the action. Suppose an action is brought to recover damages on an executory agreement, that is, an agreement such as, if under seal, would be sued on in an action of covenant; there, if the defendant pleads *non assumpsit*, he denies that he ever made the agreement. In actions of *indebitatus assumpsit*, in which it is alleged that the defendant, *being indebted* to the plaintiff, *promised* to pay him; if the defendant pleads *non assumpsit*—that he did not promise —in this case he thereby denies not the promise, but the matter of fact from which the promise is sought to be inferred. The effect of *non assumpsit* in *indebitatus assumpsit* is the same as *never indebted* in an action of debt. In actions of *assumpsit* for a breach of duty, now, the effect of *non assumpsit* is nearly the same. So that there are three classes of cases in respect of which the plea of *non assumpsit* may be considered to be in force. First, it means a denial of the debt: in a special agreement it means no such agreement was made; in an action of *assumpsit* for breach of duty, it means that the fact from which the duty arose never took place; in trespass, *quare clausum fregit*, if the defendant pleads *not guilty*, he denies having committed the alleged trespass; in a case of trespass for damaging goods, if the defendant pleads *not guilty*, he denies that he damaged the goods in the manner alleged. There are cases in which either an action of *assumpsit* or an action on the *case* may be brought. For instance, an action against a carrier for not safely carrying goods; if it is an action of *assumpsit*, and the defendant pleads the general issue that he *did not promise*, that means that the goods *were never delivered to him* to be carried. If the action is on the *case* for not delivering the goods, and he pleads the general issue, "not guilty," that means the goods were delivered to him, but that he was not guilty of negligence. In an action of *covenant* on a deed brought on a specialty, if the defendant pleads *non est factum*, he thereby denies, simply, ever having executed the deed in question; but if he means to say that by duress he was forced into it, or that by fraud he was entrapped into it, or any thing else, he must plead that specially.

If the defendant pleads by way of traverse, that is, if he simply denies that which is stated in the declaration of the plaintiff, the point in dispute is ascertained. The defendant concludes his plea thus: "And of this he puts himself upon the country;" it only then remains for the the plaintiff in his replication to say "and the plaintiff doth the like," and the cause is ready. If the defence it is intended to make to the action in fact amount to the general issue, it ought to be pleaded in this form: in trespass for an assault, the defendant must plead, not that he *did not commit the assault*, but that he was *not guilty*. If a man is sued on a bond, and his defence is that the bond declared on is essentially different from the one he executed, he then pleads *non est factum*; that is, the bond declared on is not his deed.(*c*) It would be a bad plea to plead that

(*b*) 3 Blackstone's Commentaries, 306.

(*c*) Stephen on Pleading, 419.

he made a different bond; the answer simply to the action is, "The bond declared on is not mine." Again, a man sues for work and labour done in curing smoky chimneys, to be paid for on request; if the answer of the defendant is, that the plaintiff undertook to work on the terms "no cure, no pay;" and that the chimneys were not cured; the proper form of plea is the general issue, *non assumpsit*. The defendant may have made a promise, but he did not make the promise set out in the declaration. (*Hayselden* v. *Staff*, 5 A. & E. 153.) If there is, in the declaration, any particular statement which the defendant wishes to deny, he must do it by some plea. There is another form of denial, known as a special traverse; thus, in an action of covenant for non-payment of rent, the declaration is that E. B., the plaintiff's father, was seised in fee, and that he demised by deed to the defendant, and at his death the plantiff became entitled as heir; the plea is, that E. B. was seised for life, *absque hoc*, that he was seised in fee. The plea consists of two points. The fact on which the defendant relies is contained in the inducement, namely, that the father's interest in the property determined at his death. This, however, would be only an indirect denial of the plaintiff's title, and, therefore, under the *absque hoc*, a direct denial is added. The plea concludes to the country, and the question raised for trial is the fact denied on the *absque hoc*—was the father seised in fee or not? If he was seised in fee, the plaintiff is entitled; if otherwise, he is not. (*Brudnell* v. *Roberts*, 2 Wilson, 143; Williams's Saunders, 119.) That was a case in which an action was brought on a covenant, and the plea was, the lessor was only tenant for life.(*d*) That was held to be a good plea. (See also, *Harrington* v. *Bishop of Lichfield*, 4 B. N. C. 77.)

There are two cases I have not referred to, because they are not connected with civil proceedings, but they relate to pleas in abatement. (*King* v. *Shears*, 3 State Trials, 267; and *King* v. *Kirwan*, *ibid.* 576.) They are very interesting, as having reference to what has been going on lately. They are both pleas in abatement in respect of the qualifications of the grand jurors by whom the bill of indictment was found. It seems pretty clear, from one of these cases, that when a copy of an indictment was given, the caption was a formal part of the indictment in which the names of the grand jury were mentioned. In the case of the *King* v. *Shears*, the objection was that one of the jurors was not a natural-born subject—an alien, and therefore did not possess the qualification required by law. Both of these cases ended in demurrer, and in both judgment was for the Crown against the defendant, *respondeat ouster*. In civil proceedings, if the issue is on a fact, and it is found against the defendant on a plea in abatement, that is final; it is otherwise in felonies.

(*d*) Stephen, 165.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

The Act to amend the Law of Insolvency, Bankruptcy, and Execution (7 & 8 *Vict. c.* 96), *incorporated with the Act for the Relief of Insolvent Debtors* (5 & 6 *Vict. c.* 116); *with Notes shewing the Alterations effected in the Law of Insolvency as administered in the Court of Bankruptcy; also, the Act for facilitating Arrangements between Debtors and Creditors* (7 & 8 *Vict. c.* 70), *with Forms and an Index.* By J. ANGUS HOMES, Esq. of the Middle Temple, Barrister-at-Law. Law Times Office, 29, Essex-street, Strand.

The Acts to amend the Law of Imprisonment for Debt and Insolvency, and to facilitate Arrangements between Debtors and Creditors (7 & 8 *Vict. c.* 96 *and* 70); *with Explanatory Observations, Analysis, and copious Index; together with the Insolvent Debtors' Act of* 1842 (5 & 6 *Vict. c.* 116), *the Rules of the Court, Forms of Schedules, Fees, &c.* By MORDAUNT L. WELLS, of the Middle Temple, Esq. Barrister-at-Law. London, 1844. Simpkin, Marshall, and Co.

IT would have been well if these Acts had not come into operation for a few weeks after the end of the session, so that those whose duty it is to carry them into execution, and advise upon their effect, might have had full time to consider all the bearings of the new enactments. As it is, however, the Profession will be the more glad to find that the trouble necessary to master the Acts has been much lessened by the timely publication of the first-mentioned edition of them by Mr. HOMES. His object has been, not only to give, in the clearest possible form, the new enactments, but, by references to the previous Acts and the cases upon them, greatly to assist the practitioner in their correct interpretation and application.

He divides his work into seven parts. The first contains the Law and Practice of Insolvency in the Court of Bankruptcy, under the subdivisions of "The Insolvent," "The Assignees," "Audit and Dividend," "Judges and Commissioners," "Stamp and Auction Duty," "Fees," "Costs," and "Power of Committal." Part II. contains the Amendments in the Law of Bankruptcy. Part III. The Amendments in the Law of Imprisonment for Debt and Execution.

On the important 57th section, he observes:—

"It will be observed that this section refers only to *judgments*; consequently it does not prevent arrest upon any decrees or orders of courts of equity, or rules of courts of common law, for payment of any sum of money or costs, although less than twenty pounds.

"The judgment referred to is a judgment obtained in an action for the recovery of *a debt*, and the section does not in any manner affect the power of taking the person in execution upon a judgment in any other action than an action for the recovery of a debt.

"The amount of debt for which the action was brought is not the criterion, but the amount of debt which is actually recovered: if the sum *recovered* do not exceed twenty pounds, the plaintiff cannot take his debtor in execution; consequently it seems that where a defendant signs judgment of *nonpros* against a plaintiff for the whole cause of action, in an action for the recovery of a debt, he may take plaintiff's body in execution for his costs, however small.

"The party against whom judgment may be recovered cannot be taken in execution, however vexatiously he may have defended the action, or however large the amount of costs he may have caused the plaintiff to incur, if the amount recovered shall not exceed twenty pounds.

He aptly compares it to the 48 Geo. 3, c. 123, and gives the principal cases upon that Act by way of illustration. It is to be remarked that the word "damages" is omitted in the new Act, and this will give rise to numerous difficulties. It is very doubtful, for instance, whether it would apply to an action in *assumpsit* on a special count. No specified debt is demanded, and no particulars need be given, and the plaintiff recovers "damages," not a debt. Possibly instead of declaring in an executed consideration, as is now so usual, special counts may be used instead.

Mr. HOMES then gives an analysis of the Debtors and Creditors Act (Part IV.), and the practice and forms in cases of insolvents petitioning the Court of Bankruptcy (Part V.). The rules and orders in insolvency (Part VI.), and the new statute at full length, are then inserted. To the whole book is a very copious and excellent index.

In size and type this edition is the same as the previous volume of the LAW TIMES series of important statutes; and we have little doubt that it will be equally successful. Its form and appearance are good, while the plan is excellent and well worked out.

The edition by Mr. WELLS is not so large or complete a work as that by Mr. HOMES. It is also somewhat differently arranged, but is nevertheless a useful little volume.

He gives an analysis of each Act, but has separated the index to the 7 & 8 Vict. c. 74, from the index to the rest of the volume, which is in some degree inconvenient. From his introductory observations we extract the following:—

"Another difficulty has been surmised as to the effect of this clause in an action brought to recover a debt exceeding twenty pounds, in which the defendant pays a sum of money into court, which reduces the sum sought to be recovered below twenty pounds. In such case, it has been suggested that the plaintiff would have no remedy against the person of the defendant for the remainder of the debt. It is, however, conceived that this view of the case is not the correct one, inasmuch as the abolition of arrest has relation to the amount recovered *in the action*, and not to the sum awarded by the jury, which is always exclusive of the money paid into court. But the money so paid into court is clearly a part of the sum recovered in the action, and consequently has not the effect of reducing the debt below twenty pounds, so as to deprive the plaintiff of his remedy against the person of the defendant."

This conclusion is, however, open to great doubt, and the Interpretation Clause must be borne in mind, which enacts that it is to be construed in the most beneficial manner for promoting the ends intended by 5 & 6 Vict. 116 and the present Act.

NECROLOGY.

SIR WILLIAM HEYGATE.

On Thursday, between one and two o'clock, intelligence was received at the Town-clerk's office of the death of Sir William Heygate, who was elected about a year and a half ago to the office of Chamberlain, after a contest with Sir John Pirie. Sir William Heygate had been in a declining state of health for some time. Indeed, about six months after his appointment to this lucrative situation fears were entertained by his friends that he would not much longer survive the contest, which had evidently, by the anxieties it had created, prostrated his bodily strength. The intelligence, of course, caused a great deal of excitement amongst the friends of the several gentlemen who are expected to be candidates. We understand that the following are candidates:—Aldermen Brown, Sir John Key, Pirie, and Humphrey, and Mr. Daniel Whittle Harvey, the Commissioner of the City Police.

JOURNAL OF PROPERTY.

THE MONEY MARKET.

FRIDAY.—A considerable amount of business has been transacted in the Funds to-day. The prices of French Stock having come lower from Paris, the market for Consols opened rather heavily this morning. At one period the price for Money and the Account was at 98¼, but at the present moment an advance has taken place to 98½ for the Account, and to 98⅜ for Money. The commissioners bought 5,000*l.* Consols at 98⅛. This is the pay-day in the last Consol Account. The differences have been well met. The premium upon Exchequer Bills is rather heavy. Bank and Indian Stock are much the same as yesterday.

The Foreign Account was settled this morning, and with but a slight obstruction. The Portuguese Converted Bonds have fallen to 43⅞; Spanish Consols to 22⅛ ¼; and the Three per Cents. to 33. There is a shade of reaction also in the Dutch and Belgian Funds. South American Bonds are steady.

The Share Market has presented a rather more steady appearance to-day, as the list of quotations will shew. French shares are a trifle flatter. London and Birmingham, 218 to 20; New Quarter Shares, 25 to 6; New Thirds, 36½ to 7½; South Western, 84 to 5; Eighths, 3½ to ⅞ prem.; London and Brighton, 47⅞ to 8⅛ per share; New, 12 to ¼; Blackwall, 7 to ¼; Greenwich, 8½ to ¾; Croydon, 18¾ to 19¼; Manchester and Leeds, 121 to 3; New, 51½ to 2½; Quarter Shares, 10½ to 11½; Manchester and Birmingham, 52 to 3; Birmingham and Derby, 74 to 6; Midland Counties, 104 to 6; Edinburgh and Glasgow, 65 to [illegible]; New, 16 to ½; Great Western, 136½ to 7½; Half Shares, 82½ to 3½; Fifths, 24½ to ¾; South Eastern, 37¾ to 8; New, 7¾ to 8 prem.; Northern and Eastern, 56 to 7 per share; Eastern Counties, 11⅞ to ⅞; New, 13 to ¼; Extension, 1 to ½ prem.; Norwich and Brandon, 13½ to 14 per share; Yarmouth and Norwich, 27 to 8; Birmingham and Gloucester, 108 to 10; Bristol and Exeter, 79 to 81; Bristol and Gloucester, 52 to 4; Lancaster and Carlisle, 5¾ to 6¼; Chester and Holyhead, 6¼ to ¾; Paris and Orleans, 36½ to 7; Paris and Rouen, 36½ to 7½; Rouen and Havre, 7½ to 8½ prem.

In Joint-Stock Banks—British North American, 42½.

Considerable sales of estates have been effected within the last fortnight by Messrs. Farebrother, Clark, and Lye, the Octon estate, in Yorkshire, for 79,000*l.*; the Hook Norton estate, in Oxfordshire, for 15,000 guineas; the manor of Hook Norton, 1,290*l.*; a portion of the Dunston Hall estate, in Norfolk, 4,000*l.*; the Ludgershall estate in Wiltshire, 12,500*l.*; the Chelsfield Court Lodge estate, in Kent, 17,000*l.*; besides numerous smaller properties to the extent of nearly 60,000*l.*

THE REPORTS.

The following are the names of gentlemen who favour the Law Times with the Reports:—

PRIVY COUNCIL by William Paterson, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by William Paterson, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by Richard Griffiths Welford, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by George Goldsmith, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. Macaulay, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by Henry Baker, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by James A. Foot, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by John Bridge Aspinall, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. Saunders, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. Foot, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by John W. Bittleston, Esq., of the Middle Temple.

ADMIRALTY COURT by John W. Bittleston, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. Angus Hombs, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. Robinson, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law

NORTHERN CIRCUIT, by James A. Foot, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by Henry Mills, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law; and Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by Edw. W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by Wm. St. Leger Babington, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

HOUSE OF LORDS.

September 2 and 4.

GRAY *v.* THE QUEEN.

Right to peremptory challenge notwithstanding offence is not capital.

The question at issue here was the right of defendants in Ireland to peremptory challenge of the jury in felonies not punishable with death. Gray was tried at the Monaghan Assizes in 1843 for shooting at a person named Cunningham with intent to kill. Gray peremptorily challenged nine of the jurors as they were called to the book, but the Court disallowed the challenge. Gray was convicted and sentenced to transportation for life. The question now came before the House of Lords on a writ of error.

Wightman, J. Coltman, J. Williams, J. Patteson, J. Gurney, B. Pollock, C. B. and Tindal, C. J. severally gave their opinions in favour of the defendant's right to challenge. Parke, B. considered that it was properly disallowed, as the right to peremptory challenge was in his opinion confined to cases in which the defendants' lives were in jeopardy.

On Wednesday, the Lord Chancellor and Lords Brougham and Campbell gave their opinions in accordance with those of the majority of the judges, and upon the motion of the Lord Chancellor the judgment below was reversed, and a *venire de novo* ordered to be issued by the Court below.

Judgment reversed; venire de novo awarded.

We have been obliged to postpone a fuller report of the opinions of the judges until next week, in consequence of the length of our report of O'Connell's case.

O'Connell *v.* The Queen.

On Monday the judges gave their opinions upon the questions that had been propounded to them.

The questions are given in Lord Chief Justice Tindal's opinion. His lordship said—

My Lords, the first question proposed by your lordships for the consideration of her Majesty's judges is this, namely—"Are all, or any, and if any, which, of the counts in the indictment bad in law, so that, if such count or counts stood alone in the indictment, no judgment against the defendants could properly be entered upon them?" That is, in other words, are all the counts framed with sufficient legal certainty? In order to constitute a conspiracy, it is necessary that two or more individuals shall enter into an agreement or understanding together, to effect something unlawful, or if not unlawful, that they shall thus agree together to effect some lawful object by unlawful means. That the offence of conspiring was one unknown to the common law previously to the law by which it was recognized, passed in the 33rd of Edward I. is a fact. But that law only professes to give a definition of the word conspiracy; and it has always been held to be the gist of the law, that a breach of the law took place whenever a conspiracy was proved to exist, whether or not any act was performed in pursuance of such agreement by conspirators. This is the interpretation put upon the law by the decision of the Court in *Rex* v. *Edwards*, in Salkeld's Reports. We have no doubt as to the sufficiency of the first five counts. Nor is there any doubt on our minds that an agreement and understanding between divers persons to raise discontents, and excite disaffections, and to stir up jealousies, hatred, and ill-will amongst and between certain classes of her Majesty's subjects, and more especiall to excite amongst her Majesty's subjects in Ireland feelings of ill-will and hostility towards her Majesty's subjects in other parts of the United Kingdom, and especially in England, which charges were found in each of the five counts which first occurred in the indictment, did form a distinct and definite charge in each against the separate defendants, of an agreement between them to do an illegal act. It therefore became unnecessary to consider the charge of conspiracy to do other acts which were alleged to be within the scope of the agreement. With respect, however, to the sixth and seventh counts, in the form in which they stood upon that record, all the judges concurred in the opinion that they did not state the illegal purpose and design of the agreement entered into between the defendants with such proper and sufficient certainty as to lead to the necessary conclusion that it was an agreement to do an act in direct violation of the law. Those two counts did in substance state in each of them the agreement of the defendants to have been to cause and procure divers subjects to meet together in large numbers, for the unlawful and seditious purpose of obtaining, by means of the intimidation to be thereby caused, and by means of the exhibition and demonstration of great physical force at such meetings, changes in the government, laws, and constitution of the realm. Now, though it might be inferred from these counts that the object of the defendants was, probably, illegal, yet it did not appear to them to be so alleged with sufficient certainty. The word "intimidation" was not a technical word, it was not *vocabulum artis*, having necessarily a meaning in a bad sense. It was a word in common use, employed, on this occasion, in its popular sense, and, in order to give it any force, it ought at least to appear, from the context, what species of fear was intended, or upon whom such fear was intended to operate. But these counts contained no intimation whatever upon what persons this intimidation was intended to operate. It was left in complete uncertainty whether the intimidation was directed against the peaceable inhabitants of the surrounding places, against the subjects of the Queen dwelling in Ireland in general, against persons in the exercise of public authority, or against all the subjects of the realm. Again, to mere allegation that these changes were to be obtained by the exhibition and demonstration of large numbers, without looking to the using, or threatening to use, such numbers against any person or bodies of her Majesty's subjects, seemed to them (the judges) to be simply an allegation that there had been an exhibition or display of numbers of persons, without being carried further. As to the eighth, ninth, and tenth counts, we all agree that the objects of the agreement entered into between the defendants as stated in those counts, and the attainment of those objects as alleged, is a violation of the laws of the land. We consider it unnecessary to give the reasons at length for this conclusion. As to the eleventh count, we have no doubt that it is sufficient. On the sixth and seventh counts all the judges are agreed that had they stood alone no judgment could be maintained upon a verdict obtained upon them. The second question was, "Is there any, and if any, what defect, in the finding of the jury upon the trial of the said indictment, and the entering of such finding upon the record?" On this question we all agree that the finding on the first, second, third, and fourth counts was not supportable in law. In respect to the first and second counts, we hold the finding to be bad, on the ground that the jury found the whole eight defendants guilty of a joint conspiracy on each of these counts; but they found certain of the eight defendants guilty of other and separate conspiracies under the same counts. The finding on the third count is bad, because the jury found three of the defendants guilty of all the charges, all the defendants guilty of certain other of the charges, and all, except Thomas Tierney, guilty of others. On the fourth count they found that all were guilty of all the charges except Thomas Tierney, who was guilty of part only. Our reason for this opinion was that there was only one unlawful agreement charged in each count, and therefore the jury could only find one unlawful agreement on each separate count: for although it was competent in the jury to find them guilty of different acts on different counts, it was not competent for the jury to find all the defendants guilty of one unlawful object, and some of them guilty of other unlawful purposes, where all were charged as one conspiracy in the same count, for this would be a finding of several conspiracies on a count which only charged one. (See *Rex* v. *Dempsey*, Russ. & Ry. C. C.) On these four counts, therefore, the entry upon the record is bad in law, and cannot be supported. The third question is, "Whether it was the opinion of her Majesty's judges that there was any sufficient ground for reversing the indictment, by means of any defect in the indictment, or of the finding, or entering of the findings of the jury, upon the said indictment?" On this there is a difference of opinion, and I can only give my own. It involves, to a considerable extent, the same points as the eleventh question. I have first looked at it as a question whether, upon an indictment containing separate counts, a verdict being obtained and a judgment passed on one count only, such judgment could be reversed by reason of a defect existing in one or more of the remaining counts. On this I conceive it to be the law, that if there be one good count in the indictment, and that the defendants be found guilty generally, and under that verdict be brought up to receive judgment, such judgment cannot be reversed by any proceedings upon a writ of error because one or more of the other counts are bad. The practice in civil cases is different, because the verdict, being for damages, rests both upon the bad and good counts, and the Court cannot determine how much was given in respect of one or the other. But there is no analogy between the two cases. All that a criminal jury has to do, is to say whether a defendant is guilty or not. There is nothing for them to assess, nor any amount of guilt or damage to award or pronounce upon. The Court does all that, and pronounces a sentence of punishment upon the whole or part of the record, the judgment being guided either by the statute law, which awards certain punishments for certain offences, or else, if the punishment be discretionary, the Court pronounces sentence of its own authority. So that if one count be good, it is sufficient to sustain a verdict, and that verdict consequently is legally followed up by punishment, statutory or discretionary, according as the law indicates the nature of the thing itself. I think there is no principle of law by which a judgment so obtained can be reversed upon a writ of error because one of the counts is bad. The object of several counts in indictments is not to charge two offences, but to describe the offence in different ways, so as to bring it within the laws. The *corpus delicti* is the same. Suppose, then, after verdict upon such indictment, with a good and bad count and a writ of error to be brought, it would be against all reason to reverse the verdict and release the party convicted, however clear his guilt. On a misdemeanor, indeed, several counts are allowed, charging several distinct offences, but the result is the same as in a criminal case; for the moment a discretionary punishment has been awarded by virtue of the verdict, whether that sentence was guided by one or more of the counts, the discretionary power invested in the judge confirms the punishment as a fixed judgment, and in a court of error a man has no more right to presume that such a judgment is wrong because one or more of the counts are unsustainable, than he would have a plea for denying the sentence of the Court in a case of felony to be definitive where the judge held one count in the indictment to be good. The second form in which I have separately viewed this question is, whether, if all the counts in the indictment be good, and the finding only should be wrong, such finding affords a sufficient ground for reversing the judgment. I deem it unnecessary to trouble your lordships at any length. The effect of a bad finding on a good count is the same as if such a finding did not exist. This is altogether unimportant, for a good finding on a bad count will have the same effect, namely, to prevent any legal judgment; and for these reasons, I beg to offer my humble opinion that there is no sufficient ground for reversing the judgment by reason of any defect in the indictment or the finding. The question proposed fourthly by your lordships to her Majesty's judges is this,—"Is there any sufficient ground to reverse the judgment by reason of the matters stated in the pleas in abatement, or any of them, or in the judgments upon such pleas?"

My Lords, in answer to this question, I am requested by my brethren to say, that we all agree that judgment ought not to be reversed by reason of the matters stated in the pleas in abatement, or the judgments thereon. The law requires a plea in abatement, which is a dilatory plea, to be pleaded with certainty. It must be pleaded "with precise and strict exactness;" and that "it ought to be certain to every intent." And as this is the rule in civil actions, at least the same precision and strict exactness are necessary to a plea in abatement in any proceeding at the suit of the Crown. But in the present instance the plea fails in precision in many particulars. The names of the unsworn witnesses on whose evidence the true bill was found are not given in the plea; there is no averment that the bill was not found on the evidence of other witnesses sworn besides those alleged to have been examined without being sworn; and, lastly, the four witnesses on whose evidence the bill was found a true bill might have been authorized by law to give their evidence on affirmation instead of oath. These pleas, therefore, appear to us to be bad. The question, fifthly, proposed by your lordships to her Majesty's judges is this:—"Is there any sufficient ground for reversing the judgment on account of the continuing the trial in the vacation or of the order of the Court for that purpose?" The facts on which this question arises are these—the *venire* was made returnable on the 15th of January, the cause was therefore properly continued till that day, being a day in Hilary Term. The Court made an order that the issues joined should be tried at bar on the 15th of January, but before that day arrives—namely, on Saturday, the 13th of January—the following order was made:—"That in case the trial, so fixed as aforesaid for January 15, in the same Term, should not terminate on or before the 31st day of January, being the last day of the same Hilary Term, then, that Thursday, the 1st day of February, and every succeeding day until the 15th of April next, or so many days as may be necessary for that purpose, be appointed for the continuation of the said trial, and that the days so fixed shall accordingly, for the purpose of such trial, be, and be deemed and be taken to be, a part of the same Hilary Term." The objection taken is, that the order is conditional only, and that it is not for the appointment, but for the continuation only, of the trial. The order, however, appears to us to be clearly within the scope and meaning of the Act, and the power which was exercised by the Court was well exercised. The statute warranted the Court in appointing such day or days as it should think fit. The order was sufficient, and by all her Majesty's judges this question is answered in the negative. The question, sixthly, put to the judges, is, "Whether there was any sufficient ground for reversing the judgment on account of the judgment of the Court overruling and disallowing the challenges to the array, or any or either of them, or of the matters stated in such challenges?" The ground, and the only ground, on which challenge to the array is allowed by law, is the unindifference or default of the sheriff. But no unindifference or default of the sheriff or his officers was assigned on this occasion. The array of the panel is here challenged on the ground that the general list from which the jurors' book is made up had not been completed in every respect according to the statute, but that, on the contrary, "the names of 59 persons duly qualified to serve on that jury for the county of the city of Dublin were omitted from the general list, and from the special jurors' book of the said county;" but the challenge contained no allegation against the sheriff or any of his subordinate officers. The challenge of each of the defendants alleges, indeed, that a list purporting to be a general list, was illegally and fraudulently made out by some person or persons unknown; and the challenge of T. Steele states further, that the names were left out for the purpose of prejudicing him in the trial of the cause by some person or persons unknown. But there is not the most distant suggestion that the sheriff was in fault. The ground, therefore, on which challenge to the array is given by law does not apply to the present case. The statute has, in fact, taken from the sheriff the duty of selecting jurymen, which the ancient law imposed on him, and substituted instead a new machinery in the hands of certain officers, by whom the list is to be prepared for the sheriff's use. If the sheriff, when the jurors' book was presented to him, had acted improperly in selecting the names of the jury from the book, such misconduct would have been a good cause of challenge to the array; but the complaint is, that the materials of the book out of which the jury were selected by the sheriff, and for which the sheriff is not responsible, had been improperly composed; it is not, therefore, a ground of challenge to the array. And further, it is manifest no object or advantage could have been gained if the challenge had been allowed; for if it had been allowed, the jury process must have been directed to some other officer, who would have been obliged to choose his jury out of the very same special jurors' book on which the sheriff had acted, for there was no other. There would have been the same objection to that panel, and so on *toties quoties*, so that the granting of this challenge would have effectually prevented any trial at all. The very same difficulty would occur in England: if through accident, carelessness, or design, a single jury list, directed to be returned by the overseers from any parish, were not handed over to the clerk of the peace, or if a single name were omitted in any list actually delivered to him, the jury list in either case would be defectively made up; but if that deficiency were allowed to be a ground of challenge to the array, the business of every assize in the kingdom would be effectually stopped. That there must be some mode of relief for an injury which arises from non-observance of an Act of Parliament is undeniable; but the only question before us is, whether this is a ground of challenge to the array? We all agree that it is not. The next question, the seventh, put to the judges is, "Whether there was sufficient ground to reverse the judgment by reason of any defect in the entry of continuances of the said trial to the 15th day of April, regard being also had to the appearances of the defendants on the said last-named day?" A case after the return of the jury process might be continued either by adjournment, if the Court had not met, or by *curia advisari vult*, if it had met, but required time to consider the question. This was a peculiar case; it was a trial at bar. The 1 & 2 Wm. 4, c. 31 regulated it, but in some respects it became impossible to comply with the statute. That impossibility prevented the things done being void within the statute; and in the present case, it never could be said the cause had ceased. There was, in fact, a parliamentary continuance of the cause. In this we all concur. The eighth question is this:—"Is there any sufficient ground to reverse or vary the judgment on account of the sentences, or any or either of them, passed on the respective defendants, regard being had particularly to the recognizances required and to the period of imprisonment dependent upon the entering into such recognizances?" The only difficulty arises on the form of the order for entering into recognizances with respect to the time at which the term of seven years is to commence. There is nothing on the record to shew that the recognizances ordered are illegal, for unless they appear manifestly unreasonable as to the sum fixed, or the time for which they are required, a court of error has no authority to interfere. The defendants may, by entering into their recognizances *instanter*, shorten the term to six years after the term of imprisonment shall have ceased; and it is to be presumed when the sentences were passed, the court below formed a proper judgment of the situation, means, and circumstances of the several defendants. There is no illegality in an order for recognizances to commence after a term of imprisonment which is in itself uncertain, being dependent on a fine. Therefore, the eighth question should be answered in the negative. The ninth question put to the Queen's judges is this:—"Is there any sufficient ground to reverse the judgment on account of the judgments on the assignments of error *coram nobis*, or any or either of them, or of the matters stated in such assignments of error, or any or either of them?" The errors in fact assigned in the writs of error *coram nobis* by each of the defendants (except Mr. Steele) are the same, viz.—that the bill of indictment was found and returned a true bill by the grand jury on the evidence of divers witnesses, whose names are enumerated, and of no other persons; and that none of the witnesses previous to examination before the grand jury were sworn in the King's Bench, as required by the 56 Geo. 3, c. 87, nor were they lawfully bound by affirmation or declaration to give true evidence before the said grand jury. In the writ of error brought by Thomas Steele, the error assigned is this—that the indictment was not found according to the 1 & 2 Vict. c. 37, inasmuch as on the back of the indictment there appeared neither the names of the witnesses nor the name of the foreman, nor his initials, authenticating the fact that the said witnesses had been sworn or made their affirmation or declaration before they were examined. As to the non-compliance with the 56 Geo. 3, c. 87, the answer appears to be, that the 1 & 2 Vict. c. 37 operates as a virtual repeal of the former, as well in the Court of Queen's Bench as in the other courts of criminal jurisdiction in Ireland. If the question had been *res integra*, a doubt might have been entertained on the construction of the statute whether the Court of Queen's Bench and the Commission Court of Dublin had not been omitted by mistake. But we know that the Irish judges have held the practice here objected to correct, and as there are words in the statute to warrant it, we think the decision is to be supported. From the preamble of the Act, it might be expected that the alteration about to be enacted would be general, and without exception, and the enacting words accordingly were, that in cases of indictment where bills were to be laid before a grand jury in Ireland, the clerk of the Crown at assizes, and the clerk of the peace at the sessions, should make an indorsement thereon directly. To give this enactment its full force, that was, to make it applicable to all cases, those particular officers must be taken to be named only by way of example or instances, and it must not be supposed that the statute was applicable to those courts only of which those persons were the proper officers. It would be a novel mode of introducing a restriction in the words of a remedial Act, to confine it to these courts only, in consequence of those particular officers being named. The clerk of the peace at sessions and the clerk of the Crown at assizes, held offices and performed duties analogous to each other, and that construction of the Act received further confirmation from the enactment, that the oath directed to be administered was not to be in addition to, but in lieu of the oath formerly administered. Upon a reasonable construction of the statute, we think that this ground of objection was answered. And as to the assignment of error in facts assigned by Thomas Steele, it was founded on a part of the Act which was directory and not essential. I do not think, after a witness had been in reality fully sworn and examined, and a true bill returned on his evidence, that it would deprive the Act of its legal operation, if it was found that the foreman had neglected to comply with certain of its directions. The ninth question we all concur in answering in the negative. The tenth question put was this—"Is there any sufficient ground for reversing the judgment by reason of its not containing any entry as to the verdicts of acquittal?" After a careful search made at the Crown-office, no instance of such an entry could be found where a party was found guilty of one part of the indictment on which he received judgment, and this practice they thought was in conformity with law, for it appeared from Lord Hale that an entry of acquittal *quod eat sine die* might be entered for the defendant even after a writ of error had been brought. We are all of opinion, therefore, that the tenth question is to be answered in the negative. Upon the eleventh and last question, upon which I am delivering my own opinion only, I have, in answering the third question anticipated those observations which should otherwise apply here. That question is "11. In an indictment consisting of counts A, B, C, where the verdict is guilty of all generally, and the counts A and B are good, and the count C is bad, the judgment being, that the defendant, for the offences aforesaid, be fined and imprisoned, which judgment would be sufficient in point of law, if confined expressly to counts A and B—can such judgment be reversed on a writ of error? Will it make any difference whether the punishment be discretionary, as above suggested, or a punishment fixed by law?" I have already stated that the opinion at which we have already arrived is, that a general judgment upon the whole record is not to be reversed upon a writ of error by reason of one or more counts being bad. I have also stated my opinion that it would make no difference that the punishment was discretionary. The only portion, therefore, of this question remaining to be considered is, whether the entry on the record, being "that the defendants for *the* offences aforesaid be fined and imprisoned," is in itself a ground for reversing the judgment? That to which our attention has been called is, that the words should be that the defendant, "for *his* offences as aforesaid," be fined and imprisoned. The plain interpretation of these words is this—such offences as are set out in those counts of the indictment that are free from objection, and of which the defendants have been found guilty by a proper finding of the jury. These are the offences in the fifth, eighth, and all subsequent counts, and I see no objection to the word offences in the plural number. I do not think that, in point of law, the words as they appeared in the record formed a ground of objection. After the case of *Rex* v. *Powell* (2 B. & A. 75), it would be difficult to maintain a different opinion. I therefore think that this question also—but I offer it as my own humble opinion—is to be answered altogether in the negative.

PATTESON, J. after stating his concurrence as to the first and second counts, and stating the third and eleventh questions to be in fact one, observed upon the recognized distinction between verdicts in civil and criminal cases, and said that he believed that this was the first time that such an analogy between civil and criminal cases had been set up; the practice had certainly been to pass sentence generally in all cases of felony, whatever number of counts there were in the indictment; and he was not aware of any instance in which a writ of error had been brought in any case of felony, on the ground of there being one bad count in the indictment. He then referred to *Rex* v. *Young* (3 T. Rep. 98) and *Rex* v. *Powell* (2 B. & Ad. 75), and concluded by saying, that assuming, then, that the judgment was bad on the first, second, third, sixth, and seventh counts, still it remained an entire and good judgment on the other counts of the indictment, and therefore the judgment could not be reversed.

MAULE, J. concurred.

COLTMAN, J.—I consider, in answer to the third question, that the judgment ought to be reversed, by reason of the defects of the indictment, and the defects of the finding of the jury and judgment thereon. As to the fourth question, in my humble opinion it seems to me, notwithstanding the existence of a contrary opinion in the profession at large, that where an indictment consists of three counts, A, B, and C, and counts A and B are good, count C bad, and judgment is given against the defendant for the offence charged,

such judgment is insufficient in point of law, and ought to be reversed on error. Upon the latter part of the eleventh question, whether if the judgment be confined to the two good counts, A and B, and the defendant be sentenced thereon, the judgment is erroneous,—I answer that if it appear on what count the judgment was pronounced, the judgment is substantially just, though untechnical, which cannot be predicated of the judgment in the present case. The judgment ought therefore to be reversed.

WILLIAMS, J. GURNEY, B. and ALDERSON, B. severally concurred in the opinion that the judgment ought to be affirmed.

PARKE, B. delivered his opinion in a very low tone of voice, but the substance of it was, that he was now satisfied that the supposed distinction between civil and criminal cases had no solid foundation, and that although not without much doubt and hesitation, he had come to the opinion, in answer to the third and eleventh questions, that the judgment ought to be reversed.

TINDAL, C. J. put in a written opinion of Coleridge, J. (who was prevented by illness from attending), in which he concurred with the majority.

The House of Lords then adjourned until Wednesday, September 4.

Wednesday, Sept. 4.

The LORD CHANCELLOR stated the various points of the case with his usual clearness and precision, and gave his reasons for concurring with the majority of the judges—but our report must be confined to a summary. He said, that unless their lordships believed the opinions of those judges to be palpably erroneous, the judgment ought to be affirmed. He commented strongly upon the non-appearance of error *upon* the record, and that to travel out of the record was in defiance of all legal principles. He shewed from the authorities that the alleged distinction between motions in arrest of judgment and writs of error did not exist, and that the force of the modern cases in writs of error was not weakened because the point was not taken by counsel; that the difficulty which was said would arise if the party so convicted subsequently pleaded *autre fois acquit* did not exist, because there would be no acquittal upon the same *corpus delicti*. He further remarked that the universal assent of the judges and the Bar to the position he laid down proved its correctness. He then referred briefly to the question of the challenge to the array, and expressed his strong opinion that the solitary opinion of Lord Denman was erroneous. After further giving his opinion upon the plea of abatement, he moved that the judgment should be affirmed.

Lord BROUGHAM followed.—He pointed out the great contrast between the weight of authority on one side and the doubts of Parke, B. and Coltman, J. and ably supported his opinion that the judgment should be affirmed.

Lord DENMAN now said, I have judged it to be the most convenient course to advert, in the commencement of the observations which I have to address to your lordships, to the objection taken by the traversers to the judgment of the court below, by which the demurrer brought by the Attorney-General to the challenge of the array was allowed by the judges. I am induced to do so principally because it is a matter of such high and undeniable importance to the people of this realm, as not to be susceptible of any exaggeration of the effects which it may hereafter produce in the administration of justice in the United Kingdom; for to my humble judgment it is of the most vital consequence that such a matter shall not be passed over without a due and sufficient remedy being provided, as otherwise a trial by jury, instead of being a protection to the party accused, would prove to be a mockery, a snare, and a delusion. The traversers to the indictment challenged the array, on the ground that there had been a fraudulent omission of sixty names from the lists of the jurors for the county of the city of Dublin. The Attorney-General demurs to this challenge, admitting at the same time the fact so challenged. I think the challenge ought to have been allowed. That also was the opinion of one of the learned judges of the Queen's Bench in Ireland, expressed with his characteristic diffidence, but also with firmness, and, I must say, it was supported by reasons which I think were not satisfactorily combated or answered by the majority of the learned judges who decided the point. I disagree, my lords—speaking with the same diffidence on this subject as the learned judge did to whom I refer—from the opinions you have heard. With all deference to my noble friend on the woolsack, I think the principle was not, as stated, as to whether the sheriff had done right or wrong in the matter, but it was one which involved the deep and most important principle, whether the persons accused should have the security which the Constitution has provided, namely, that of a fair and impartially selected jury for their trial. I communicated with my brother Coleridge on the subject, who was unable fully to examine the books, but he was inclined to concur with me in thinking that the challenge ought to have been allowed. I consider the state of the law to be as follows:—The single duty which the sheriff has to perform is to collect the names of all those persons who are fit to form the jury of the city or county, and to enter them on the panel. This duty devolved upon the sheriff, singly and alone, in former times; but now it is conjointly performed by the assessed tax-collectors, the clerk of the peace at quarter sessions, and the recorder. The sheriff's functions differ from those of the tax-collectors, which are of a ministerial nature; whilst the recorder's duties in the matter are wholly judicial, he having to decide upon the rejection or admission of the names upon the jury-list, and afterwards to settle and sign the panel for the ensuing year. The charge brought in this matter is, that after the recorder had so exercised his proper functions with respect to the jury-list for the county of the city of Dublin, and after he had delivered the list to the proper officer, some one else had interfered and said, "No, that shall not be the list. This shall be the list, and from this shall your jury be selected." The simple act of the delivery of the list by the recorder to the sheriff is a ministerial one. That act was incorrectly done, the judicial part of the recorder's duties, which I have already described, having been most correctly performed. The challengers say, "You have deprived your judicial act of its authority; you have handed in an imperfect list of jurymen; and the book from which the names of the jury who are to try us are selected is not the book." I cannot help thinking, my lords, that if this point had been submitted to the judges during their late consultation, they would have found the objection raised by the challengers to the array valid. I do not think, my lords, that they would have found it a sufficient ground for coming to the decision which they have stated, to say that it is in respect only of the act of the sheriff that a challenge can be had. My noble and learned friend (Lord Brougham) stated that the objection raised by the challenge would apply only to the returning-officer. Who is the returning-officer? My lords, the recorder is the returning-officer in this case; and though I am far from imputing the blame of unworthy motives, or even from attributing the most distant motive to the learned person in question, still I must state it to be my profound and deliberate conviction that he was guilty of a default, by delivering a book to the sheriff as the jury book which he had already decided, in his judicial capacity, should not be the book. I have the misfortune, and so I feel it, to differ from my learned brother the Lord Chief Justice of the Common Pleas as to the principle upon which the challenge to the array is to be allowed, and I not only differ from him, but I also dissent entirely from the views propounded by the two noble and learned lords who have spoken upon the same point. I differ, moreover, from all my learned brethren who have been consulted by your lordships upon these questions as to the consequences which would arise in the event of the challenge to the array having been allowed. The learned Lord Chief Justice of the Common Pleas said that no object would be gained by the traversers, even if the challenge were allowed, for the jury-list would be referred or delegated to some other officer. I venture, with all deference, to say that such would not be the course of proceeding. The default was not in the sheriff, and therefore the return could not be taken out of his hands. The default lies with the recorder or the clerk of the peace, and it so exists in consequence of their having sent in an incorrect list, so that there would exist no reason whatever for calling upon any other person than the sheriff to form a new jury. If a *venire de novo* were to be allowed, and the book were found, it may be said that no future challenge of the array will be allowed; but I do not feel myself called upon to consider what may happen at a future time. All that I now desire to state is, that the Act expressly provides for the case in which no jury-book shall be found to have been returned to the sheriff. It is true the noble and learned lord on the woolsack has asserted that a book had been returned. For, said the noble and learned lord, "Here is the book;" but what says the Act? The Act, my lords, says otherwise. The book returned to the sheriff was not the book. It was an incorrect book, whereas the Act of Parliament requires that a correct book be returned. But, it has been urged that, if the omission of one name would vitiate the list, it would be impossible ever to form a proper jury-list, and the consequence would be, that no trials could be had of offenders. I think, my lords, if so humble an individual as myself had been present when this argument was suffered to prevail, my opinion would have had more weight than to have allowed it to pass. The learned Lord Chief Justice of the Common Pleas alleged, in his argument to your lordships, that according to the view of his learned brother Coleridge, the omission of one name by the tax-collectors would vitiate the entire jury-list. Now, let me remind your lordships, that after the lists have been prepared by the tax-collectors they are referred at the Court of Quarter Sessions to the recorder, who pronounces judicially upon them, omits or inserts names according to the proofs before him, and thus the list is finally constituted. But, my lords, if the omission of one name is considered according to this view to vitiate the list, what will be the effect of omitting 60? What the effect of leaving out 600? For I contend that each or either of these omissions would be equally beyond the reach of question, if this mode of viewing the point is admitted to be correct. The omission even of one name may, in my apprehension, prove very serious. The parties accused ought to be tried out of the book: if the traversers are satisfied with the jury, they will not challenge it; if they are dissatisfied, they will challenge it: and if it be discovered that the proper book has not been returned, then the former book of the preceding year may be resorted to. This, my lords, is the practice in England, and the law has been assimilated as closely to it in Ireland as the circumstances admitted of being done. The supposition entertained, therefore, by my learned brother the Lord Chief Justice of the Common Pleas with respect to the effect which the omission of one name would have after vitiating the list, I have proved to be wrong, as also the opinions of the majority of the judges of the Queen's Bench at Dublin. Very great injury may arise to the defendants about to be tried by the omission of names from the jury lists. But the learned Lord Chief Justice of the Common Pleas, in adverting to this subject, says, that there must be some remedy for such an omission, if the Act of Parliament does not provide one. All the learned judges concur in this sentiment. So says the noble and learned lord on the woolsack. He said that the challengers were not without a remedy; my noble and learned friend assures you that they could set themselves right. What is this remedy, my lords? I waited for the noble and learned lord to explain himself. But he says that he will not tell us now. He puts it off until some future occasion. Now if we are to be told there is no remedy existing for this great wrong—if there is no means of preventing it, I must say that the consequence would be to create the greatest confusion and uncertainty in the proceedings of our criminal courts. But I say that unless the good old principle recognized by the practice of the courts and the constitution, that, namely, of challenging the array, be still permitted to prevail in all trials involving the criminality of the subject, there will be no security for a fair trial. Nor shall I ever believe that this great and long-recognized remedy for the evils in question does not still exist, until I find that it has been solemnly and deliberately repealed by law. The absence of all other remedy, my lords, proves that this remedy still exists, and is in full vigour; consequently the challenge to the array ought to have been allowed, and the trial was, in my humble opinion, erroneously suffered to proceed. There is a passage in Coke which fully bears out this view, and I can point out a case in the Year-book, where the case is twice reported, once under the 17 Edward 3, and a second time under the 20 Edward 3 (erroneously referred to by Mr. Hill at your lordships' bar as reported under the 50 Edward 3), wherein the sheriff having made an erroneous return of a jury-list to the bailiff of the hundred, it was argued that the defendant was deprived of his right of challenge as against the bailiff. It was alleged that there were good names enough on the list to form a jury, but it was argued and decided that an error, the omission of one individual, vitiated the whole list, and the proceedings were consequently set aside. In that case the sheriff was charged with unindifferency, for which he was tried and acquitted. I am certainly of opinion that the challenge ought to have been allowed. The other question to be decided is, whether the judgment can be supported. I will assume that there are only two bad counts, although I am not satisfied that all the others are good. The question, as I view it, is this:—A and B are good counts. C is a bad count. The Court has pronounced judgment on A, B, and C; that is, in respect to the offences charged in them. It appears to me, however, to be very contrary to common sense to say, that these offences are well laid in the indictment. It appeared to me at the time to be a very ingenious turn of language to say that. Here are three counts: the trial proceeds; evidence is had; a verdict is given on each; and the Court proceeds to say, for such said offences, so laid and described, I sentence you, the traversers, to a certain discretionary punishment. Now, then, my lords, it is extremely possible to conclude that in point of fact the Court did not take into account the bad counts as well as the good. We are told, however, we must assume that they pronounced their judgment on the good counts only. In the first place, I have a most serious objection to that conclusion, because it is in direct contradiction to notorious facts. What will your posterity and future students of the law say to our decision, if we will presume that the Court of Queen's Bench in Dublin passed its sentence on the good counts of the indictment only, at least those of the learned profession who go to practise in Dublin, and who take in the reports of the Court of Queen's Bench in Dublin, and there find a decision directly the contrary—because it was there moved in arrest of judgment that some of the counts of the indictment were bad, and the judges decided that they were good, and passed sentence upon that decision? Would not that Court, after having so decided, have grossly neglected its duty, if it had not acted upon that decision? This seems to me

to put the question out of court. Not only is it against the notorious facts to assume that the judgment was passed only on the counts which are good, but it is against the plain meaning of the words, and against the common probabilities of every case. On this subject I must resort a little to my own experience, which has not been very slight; and I know the course that I should have taken,—I should have taken all the counts which were proved into my consideration in the judgment which I had passed. I quite agree with my right hon. and learned friend Mr. Baron Parke; he and Mr. Justice Coltman both stated that these were facts to be taken into consideration. I felt very great surprise when I heard that most able and ingenious argument addressed to the Court on the subject, and I confess I never entertained a doubt on the subject till that argument was stated. When such a doubt is raised, it is the duty of the Court of Error to consider whether that doubt is well founded or not.

His lordship then stated his views of the duty of the House of Lords, as an appellate jurisdiction, and that they were not to be bound by a course of authorities which, when examined, could not be supported. He considered that the dictum of Lord Mansfield was entitled to little weight. He says— "In cases of civil actions, where there is one good count and one bad, and the verdict is general and for damages, in that case the court above will be bound to set aside the verdict, because the damages are given for all the counts, and the court cannot say how much is given for the bad count, and how much for the good count." I deeply regret that it did not occur to my Lord Mansfield that he had a plain remedy in his own hands. He had nothing to do but to tell the jury to assess the damages on the several counts, and then the damages would have stood, so much for the counts which are good, and so much for those which are bad; and why my Lord Mansfield should have thought it necessary to say that the rule was entirely different in criminal cases I am entirely at a loss to conceive. There cannot be a doubt that the opinion of Lord Mansfield then gave has been considered law in Westminster-hall, and that several judges and barristers have expressed the same opinion, and have taken it for granted that it was so. If we look at the various columns of the law we shall find them raised on several foundations; a certain portion of their foundations are Acts of Parliament, a certain portion are decisions of the courts, a certain portion are the *dicta* of judges, and a certain portion are taken for granted; and there is a great deal that is taken for granted which is no law at all. His lordship further observed, that his own practice had not been, as the learned judges had stated, always to take a general verdict when there were bad counts, but only upon the good ones. After commenting upon the cases, he concluded:—I must consider the case of *Rex* v. *Young* (3 T. R. 91) as no authority in point, because all that is done in that case is not to arrest the judgment. My lords, I do not know how judgment was entered up in that case —I have no information at all on that point—I only know that the Court there refused to arrest the judgment, because there were some good counts in the indictment. As I have said, how they entered up judgment is quite unknown to me; therefore I must say, I consider that case is no authority at all in the present, and I think it has been owing to this fact having been overlooked that the case has been made the groundwork of so many cases since. My lords, both my learned friends have stated that this point never has been decided by the courts of law. My lords, if that be so, then it is difficult, I say, to make out an argument from a practice which has been carried on without a foundation of judicial decision. My lords, it has been observed that the party in such a case would not be able to defend himself in case of another prosecution on any other charge by pleading his acquittal on an indictment containing facts so defectively stated: if charged, and he pleads in answer to the charge, it will be said, "No, this is not the fact we mean, because it has not been stated on the record." What answer has been given to this by one of the most learned persons? My learned brother Coltman, a man of plain and manly mind, says that injustice would be done in that case; but what is the answer to that of my learned brother Patteson? He says the defendants, in that case, would be estopped from saying those counts are bad. Why, my lords, should they be estopped? This is all the answer that is given. Again, it is said, the difficulty of calling upon the judge, at the assizes, to decide upon the validity of the count is very great; yet you are called upon, my lords, to assume that he did so decide; indeed, two cases are put—according to one, it is a subject too difficult for him to decide at all, and yet, according to the other, you are to assume that he did decide this difficult question. I think, therefore, that the whole argument is founded on a mistaken and unfortunate observation of Lord Mansfield, which I think is altogether unsatisfactory. My lords, when your lordships see from this record that judgment has been pronounced on counts of an indictment some of which state no offence, and others state offences on which the findings have been erroneously entered up, your lordships, I think, will be of opinion that you cannot pass judgment in affirmance of the judgment of the court below. My lords, this point has overpowered me completely, not by its novelty alone, but its demonstrative force; and I am sensible that nothing but conviction amounting to absolute certainty will justify your lordships in pronouncing your judgment in this case. My lords, having great confidence in the learned judges of the Queen's Bench in Ireland, and in my learned brethren here, from whom I differ with the greatest possible respect; yet, acting here as a judge for myself, and being bound to act on reasons, I must say I think the reasons for this judgment are not good in point of law, and that therefore it is my duty to vote against the motion of my noble and learned friend.

Lords COTTENHAM and CAMPBELL agreed with Lord DENMAN, and the lay lords not voting, the judgment was thus reversed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Monday, July 29.

OLDFIELD *v.* COBBETT.

Contempt—Injunction—Notice of motion to dissolve injunction.

The defendant, *William Cobbett* in person, moved to discharge an order, dated the 26th of July, 1842, by which he was restrained from proceeding in an action of debt against the plaintiff to recover a sum of 4,000*l.* which Cobbett alleged to be due from the plaintiff to the testator, William Cobbett, deceased, the defendant's father.

Wakefield objected that no notice of motion to dissolve the injunction had been given.

Motion refused with costs.

OLDFIELD *v.* COBBETT.

Pauper—Order to dispauper a party—Second rehearing.

The defendant then moved in person to discharge an order made by the Master of the Rolls, by which the defendant had been dispaupered.

Wakefield and *Bacon.*—This motion has been twice heard before the Master of the Rolls, and refused. The defendant must pay costs, to which he is liable, before the Court would entertain any application for a second rehearing.

The LORD CHANCELLOR (to the defendant).—I can hear you on the facts of the order.

Cobbett.—I cannot pay costs. The rehearing before the Master of the Rolls was stopped upon the formal ground that the petition of rehearing had not been signed by counsel.

The LORD CHANCELLOR.—This is an application for a second rehearing, with the additional circumstance that the costs due from the defendant on former applications have not been paid. All the defendant has been stating is quite irrelevant. There has been already a second rehearing discharged with costs. *Motion refused with costs.*

OLDFIELD *v.* COBBETT.

A party in contempt can only apply to the Court for the purpose of discharging his contempt.

The defendant, in person, then moved, by way of appeal from Vice-Chancellor Knight Bruce, to discharge an order made by the Court of Exchequer on the 4th of February, 1840. The Vice-Chancellor refused to hear him, except for the purpose of discharging his contempt, and for that purpose only gave him permission to apply *in formâ pauperis.*

Wakefield and *Bacon*, contrà.

The LORD CHANCELLOR (having read the Vice-Chancellor's judgment).—The defendant cannot be heard except for the purpose of clearing his contempt. He cannot stir in the original motion until he has cleared his contempt by payment of the costs.

July 29 30.

OLDFIELD *v.* COBBETT.

Orders of courts of equity by the Mesne Process Abolition Act (1 & 2 Vict. c. 110) made equivalent to judgments for all purposes: but where one order directs payment of two distinct sums, such an order will be deemed one for payment of the aggregate of the two sums, and cannot be treated as an order to pay either sum separately.

The defendant, *Wm. Cobbett*, in person, again moved, upon the authority of the case of *Tolson* v. *Dykes* (1 Phillips, 439), that he might be discharged from custody for non-payment of a sum of 17*l.* 17*s.* 10*d.* costs he had been ordered to pay to the plaintiff, upon the ground that he had been in prison more than a year.

By the 48 Geo. 3, c. 123, a prisoner who has remained in prison for twelve calendar months, under a judgment obtained for a less sum than 20*l.* is entitled to his discharge; and the 1 & 2 Vict. c. 110, s. 18, renders orders of the courts of equity for payment of costs equivalent to judgments. This has been decided by the Lord Chancellor in *Tolson* v. *Dykes*, wherein the plaintiff having been attached for non-payment of costs in equity, amounting to 14*l.* had been ordered to be discharged as to that attachment.

Gibson v. *Curling*, in the Court of Exchequer, 27th Nov. 1843, an unreported case, was also cited.

Wakefield and *Bacon*, contrà.—This defendant had been arrested under a commission of rebellion for non-payment of costs amounting to 31*l.*; thereupon he applied to be discharged, upon the ground of irregularity. That application failed, and the further sum of 17*l.* 10*s.* of tax costs was incurred by the defendant. The order directs payment of the two sums, and the aggregate being considerably more than 20*l.* the case of *Tolson* v. *Dykes* does not apply.

The LORD CHANCELLOR.—The order is, that the defendant shall pay those two sums; if that aggregate sum had been less than 20*l.* he would have been entitled to be discharged; but being confined under an order for payment of costs amounting to more than 20*l.* there is no ground for the application. The defendant is regularly and properly committed.

OLDFIELD *v.* COBBETT.

Irregularity.

Where an irregularity has taken place in any of the proceedings of a Court of Equity, such irregularity will not form the ground of an action at law, but it is a matter the Court of Equity will itself set right.

The defendant in person also applied for his discharge in this suit, which was originally commenced in the Court of Exchequer, and, upon the abolition of the equity jurisdiction of that court, was transferred to the list of Vice-Chancellor Knight Bruce. The defendant had been attached in this suit for non-payment of costs, and committed to White Cross-street prison. The defendant then applied to the Court of Exchequer to be discharged, on the ground of irregularity; and the Chief Baron having heard the application, dismissed it with costs. Afterwards the defendant appealed to the Lord Chancellor, who also dismissed the appeal with costs. The defendant had also brought an action against Messrs. Johnson and Weatherall, the plaintiff's solicitors. The object of the defendant's present application seemed to be to obtain permission to proceed with that action.

Wakefield and *Bacon*, contrà.

The LORD CHANCELLOR.—The defendant alleges that the solicitors acting for the plaintiff have been guilty of irregularity in the proceedings of this cause, and as part of that irregularity procured the defendant to be committed to prison, that the defendant says is the ground of action. But the Court of Exchequer investigated the complaint, and held that the proceedings complained of were not irregular. On an appeal to me, I refused to reverse the decision of the Court of Exchequer. Such irregularity, had it existed, could not have been the ground of an action, but is a matter for the Court itself to set right. The Court of Equity will never permit its proceedings to be questioned at law. The question here solely is, whether the action can be maintained against the plaintiff's solicitor, and I am clearly of opinion that it cannot.

Application refused with costs.

July 29 and 31.

OLDFIELD *v.* COBBETT.

Taking a bill pro confesso—Irregularity—13th rule of 1 Wm. 4, c. 36.

The second rule of that Act did not apply to the Court of Exchequer, and consequently a plaintiff was obliged to proceed under the old practice to take a bill in that court pro confesso.

The defendant again moved to be discharged, upon the ground that he is irregularly in custody, inasmuch as the plaintiff ought to have proceeded under 1 Wm. 4, c. 36, to take the bill *pro confesso.* The defendant was arrested upon an attachment for not putting in his answer on the 5th of June, 1840, and on the 11th of the same month was brought to the bar of the Court of Exchequer, and remanded back to the Fleet, but the second rule of 1 Wm. 4, c. 36, being held not applicable to the Court of Exchequer, the plaintiff could not obtain an immediate order to take the bill *pro confesso*, but was obliged to proceed under the old practice. On the 3rd of November, 1840, an *alias habeas corpus* was sued out, in order to take the bill *pro confesso* under the old practice, and the defendant was again brought to the bar of the Court of Exchequer on the 10th of November, and remanded. A *pluries habeas corpus* was then sued out. Before the return-day of that writ arrived, the defendant had put in his answer, when, of course, all process of default became nugatory.

The defendant contended that he was entitled to be discharged out of custody, under the 13th rule of the 1 Wm. 4, c. 36, because the plaintiff had not taken the bill *pro confesso* within six weeks after the expiration of two calendar months after he was lodged in prison.

Wakefield and *Bacon*, contrà.—The second rule did not apply to the Court of Exchequer, and the plaintiff was compelled to proceed under the old practice. The defendant was never in custody under the [illegible] rule, but having put in his answer before the plaintiff could take the bill *pro confesso* under the old practice, he remained in custody for contempt, [illegible] of

costs. Besides, if any irregularity had occurred, the defendant had waived it by putting in his answer. (*Const* v. *Barr*, 2 Russell, 161.) The defendant's complaint is, that he was in custody from June to November.

The LORD CHANCELLOR.—Should he not have been brought up sooner?

Wakefield.—The Exchequer was not a court constantly open. The judges were on the circuit. But even if the proceeding was irregular, it has been cured by the defendant's answer.

Bacon.—The 13th order requires the bill to be taken *pro confesso* within six weeks after the expiration of two months from the time the defendant is lodged in prison. The plaintiff was obliged to proceed either under the old practice or the new. The rules from 5 to 20 only applied to the Court of Exchequer; but as the second rule did not apply to that court, and as the time had not elapsed under the old practice, it was not in the plaintiff's power to take the bill *pro confesso*. On that ground the Chief Baron had refused two applications by the defendant similar to the present.

The LORD CHANCELLOR.—The point respecting the alleged irregularity has been decided against Mr. Cobbett, in the Court of Exchequer, and also by myself; and I see no reason to alter the opinion I have already expressed. The motion must, therefore, be

Refused with costs.

July 29 and 30.

OLDFIELD *v.* COBBETT.

Stay of proceedings.

Vexatious litigation by a pauper defendant, who remains in prison for contempt in non-payment of costs, will be restrained by an order staying all proceedings on his part until he has cleared his contempt.

Wakefield and *Bacon* moved "that no petition by or in the name or on the behalf of the defendant, William Cobbett, in the above cause be received or answered, and that no notice of motion by or on the behalf of the said defendant be made in the above cause until the said defendant shall have paid the costs ordered to be paid by him by an order made in this cause bearing date the 15th day of December, 1840, and which have been taxed at the sums of 17*l.* 17s. 10d. and 31s. 6s. 6d. and until he shall have cleared his contempts in this cause by reason of which he is now detained in the Queen's Prison, and until he shall have paid the costs of the several motions made in this cause, which have been refused, and the costs thereof directed to be paid by the said defendant, William Cobbett, or that his lordship will make such further or other order as shall seem meet, and that the costs of the present application might be paid by the said William Cobbett." They stated in detail the various applications made by the defendant, all of which had been refused, with costs. (*Pickett* v. *Loggon*, 5 Vesey, 702; *Wilson* v. *Bates*, 3 Mylne & Craig, 197.)

July 30.—The LORD CHANCELLOR.—I do not see how I can make such an order as is asked for by the plaintiff's motion, but I will prevent the defendant from applying for a rehearing upon a point which has already been twice adjudicated upon. I should like to have a list of the various applications. I shall also prevent him from taking any steps in the cause without payment of the costs. From the experience I have had of the defendant's proceedings, I shall order that the plaintiff be directed to pay no attention to any notices of motion which Mr. Cobbett might give, unless specially directed by me to do so.

VICE-CHANCELLOR OF ENGLAND'S COURT.

Tuesday, July 16.

MARTIN *v.* MAUGHAM and OTHERS.

Will—Uncertainty—Remoteness—Direction for accumulation—Bequest for charities—Cy Pres.

Clause of forfeiture in case of assignment of an interest under the will—Assignment by insolvent legatee.

When the charitable objects of a testator's bounty are clearly pointed out, but the manner in which he directs those objects to take cannot be carried into effect, the Court will not allow the general intention of the testator to be entirely frustrated, but will, if necessary, under the cy pres doctrine, sacrifice his particular for the sake of upholding his general intention, and will endeavour, as far as possible, to give effect to the latter by directing the Master to settle a scheme.

Where the testator has inserted a clause of forfeiture in case of assignment, and one of the annuitants under the will petitioned the Court for the relief of insolvent debtors, offering to vest the whole of his property in the provisional assignee, including in his schedule annexed to his petition the annuity in question,—whether that might be considered so far a voluntary assignment as to bring the annuity within the intended prohibition and consequent forfeiture—Quære.

Samuel Butler, the testator, being possessed of considerable personal property, by his will, bearing date the 13th of May, 1821, having directed that all his property not consisting of money should be converted into cash, and after the payment of his debts, be invested by the executors in the testator's name in the 3 per cent. Consols, and the annual interest thereof to be disposed of in the first place to certain annuitants therein named, with a direction that as they might drop off, their respective annuities should be added to his estate to accumulate for the express purpose thereafter specified, goes on as follows:—"I now come to the plan of my great desire, which is to establish a sinking fund, to begin with a net income of 600*l.* per annum, and in case I should not have so much at my death, my will and desire is, whatever sum I may leave at my decease in the care of my trust (trustees) that every half-year's dividend may be added to the amount of principal till it arrives at the net income of 600*l.* per annum, and with that sum to begin my proposed sinking establishment. I should then hope that every five years' receipt of income so managed would produce an increase of income, say, 150*l.* per annum, and my will and desire is that every such increase of income, say 150*l.* per annum, be appropriated in the care of my trust, as I shall hereafter specify, for the benefit of the parish charity schools in this country in the following order." The testator then specifies ten different charity schools in and about London, which he directed should take the benefit of his bounty; and also directs the manner in which he intended they should be regulated in reference to their internal discipline, and the prizes to be awarded to the boys, and the apprenticing them out to tradesmen. The testator having appointed his executors, requested them, when they should have duly and faithfully executed his will according to his instructions, to assign over all his property, both real and personal, belonging to him at his death, to the Vintners' Company, to the end that the same might be applied by them to the several charitable purposes thereinbefore directed.

The testator made his first codicil to his will bearing date the 13th day of May, 1824, wherein having expressed that the great object and tendency of his will being to serve the poor charity boys of his country, he was induced by his codicil to appoint to his already chosen respectable trust (trustees) Lord Giffard, Master of the Rolls, and, in case of his death before him, the testator, the Master of the Rolls for the time being to continue in trust with the Vintners' Company for ever.

By his second codicil, dated 13th of May, 1829, the testator appointed the plaintiff, C. Martin the younger, in the place of his father. And by his third codicil, bearing date the 13th day of May, 1834, substituted other legatees and annuitants in the room of some who had died in the meantime. His fourth codicil bore date the 13th of May, 1836.

The testator executed a fifth codicil, whereby he directed that in case any of his annuitants should attempt to sell or dispose of their interest in his annuities, which he wished to be for their peculiar benefit, from that moment his legacy to them was to terminate for ever, and the principal and interest were to revert to the general fund as specified in his said will.

The testator died on the 15th of May, 1837, and the present suit was instituted for the purpose of carrying out the trusts of the will under the direction of the Court. It appeared by the Master's reports, that the testator's property amounted to about 8,000*l.* and the various annuities charged by his will and codicils upon that fund amounted to 200*l.*

William Thacker, one of the plaintiffs, and an annuitant, presented his petition to the Court for the relief of insolvent debtors, stating that the whole of his real and personal estate should be vested in the provisional assignee, and in his schedule he had included the before-mentioned annuity of 60*l.*

The cause came on for further directions.

Cooper and *Lloyd*, for the next of kin, contended, that the will was void for uncertainty, and as being contrary to the policy of the law in respect to the direction for accumulation; that, according to the Master's report, the amount of the testator's property out of which his magnificent donations were to arise, consisted of 8,800*l.* stock, out of which he gives 200*l.* per annum for annuities, so that when he comes to "the plan of his great desire," the amount of the fund for the intended purpose is only 69*l.* a year; but before he starts at all he begins his charities with 600*l.* per annum, thus the present residue must go on accumulating till it amounts to about 20,000*l.* stock; thus, it would take nearly thirty years to accomplish the required amount, which would bring it within the mischief pointed out by the Thelluson Act, 39 & 40 Geo. 3, c. 98. (*Webb* v. *Webb*, 2 Bea. 493; *Attorney-General* v. *Fitzherbert*, V.C. Wigram's Court; *Curtis* v. *Lukin*, 5 Bea. 147.) As to the forfeiture of the annuity, the legatee having done a voluntary act, such as presenting his petition to the Insolvent Debtors' Court, this act not being in *invitum* or compulsory, shall amount to a forfeiture. *Brandon* v. *Aston* (2 Yo. & Coll. 24); and a more recent one, *Pym* v. *Lockyer* (12 Sim. 394).

Romilly and *Daniel*, for the Master of the Rolls, said that his lordship was perfectly willing to exercise the charity if decreed to do so, and that the testator, having given his property for charitable purposes, the Court will direct a scheme either for the particular charity, or by the *cy pres* doctrine; that the Courts are more liberal as to limitations for charities than as between individuals. There are two questions: the first is as to the general charity; the second, as to the particular charity. (*Attorney-General* v. *Bishop of Chester*, 1 Bro. C. C. 444; *Attorney-General* v. *Ironmongers' Company*, 1 Car. & Pa. 208; 1 Farm. on Wills, pp. 216, 217; *Moggridge* v. *Thackwell*, 7 Ves. 36, 13 Ves. 416.)

Jarvis, for the Vintners' Company.

Stuart and *Heathfield* submitted, on behalf of the insolvent annuitant, that the circumstance of his having voluntarily petitioned under the Insolvent Debtors Act his willingness to assign, could not of itself be called an assignment, and therefore did not bring him within the scope of the testator's clause of forfeiture; that the vesting order availed to pass the annuitant's own property and effects, and not another's, *i. e.* that of the testator.(a)

Spence, for Maugham, an executor and trustee.

Wray, on behalf of the Attorney-General.—We admit that in the case of remoteness, where there is a limitation after a remote period, such limitation is void; but where a testator, as in the present case, assumes to give an amount to a greater extent than what his property will of itself warrant at the time of his death, the Court will not bring it within the class of cases which deal of remoteness. But, supposing the testator intended an accumulation of his property till it amounted to the required sum, he may have been deceived in his expectations, and have anticipated other property sufficient to answer the purposes intended. Remoteness must be shewn upon the face of the will, and, however absurd the intentions may be, the Court will not refuse to carry out those intentions as far as it can, notwithstanding the amount may not have been what was contemplated, neither will it entirely frustrate the testator's views, although he may in his bequests have far exceeded the amount of his property.

The VICE-CHANCELLOR.—The general impression upon my mind is, that although the particular mode which the testator has pointed out cannot take effect literally, nor the disposition of his property in behalf of the schools to take in succession be carried out according to his own views, yet there is virtually a clear intention to benefit the schools, which precludes the next of kin from taking any share of the property. Now where there is a general intention declared for objects of a charity, the particular mode in which the benefit is directed to take effect amounts to nothing, that is, in relation to the question whether the devotion for charitable purposes shall take effect or not; but the main question will be this, viz. whether it cannot be carried out by means of some other scheme. The testator evidently intended the charity boys to receive the benefit of his bequests. They cannot do so in the way indicated by him; therefore the Court will endeavour to effectuate the general intention as far as it can.

Declare that the bequest in favour of the charity is a good and valid bequest. Refer to the Master to settle a scheme. Dismiss the bill as against the assignee and the insolvent annuitant, also the next of kin, who are to have their costs as between solicitor and client.(b)

Bankrupt and Insolvent Courts.

COUNTRY COMMISSIONERS' COURTS.

BRISTOL DISTRICT BANKRUPTCY COURT.

(Before Mr. Commissioner STEVENSON.)

Wednesday, Sept. 4.

Re MATTHEWS.

Opposition to insolvent by attorney—Production of retainer—Amending schedule.

This was the first hearing of an insolvent whose petition was filed since the 7 & 8 Vict. c. 96.

Homes appeared in support of the insolvent, who was opposed by

Wheler, attorney of Stratford.

On *Wheler* offering to examine the insolvent,

Homes objected that some retainer or authority in writing should be produced, before an attorney, attending unaccompanied by his client, could be heard in opposition. A letter of attorney was required in

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(a) The plaintiff Thacker afterwards abandoned his claim to the annuity, and Mr. Wray, for the Attorney-General, making no objection, he was allowed his costs as between solicitor and client.

(b) This was by an arrangement of the parties; for when Mr. Cooper first asked for the costs as between solicitor and client, the Vice-Chancellor declined, unless with the consent of others interested in the question, such not being the custom of the court. In the discussion which took place relative to the question of costs, the following cases were referred to: Moggridge v. Thackwell, already cited; Attorney-General v. Haberdashers' Company and Tonna (4 Bro. C. C. 178). Finally, Mr. Wray, for the Attorney-General, not objecting, the costs were so allowed.

the choice of assignees, and an opposition to the petition was certainly as important a matter as the choice. It was necessary that the objection should be made on the hearing of the *first* petition, as the future practice would probably be regulated by the decision.

His Honour.—The old practice was to take *the word* of the attorney that he was retained by the opposing creditor, and I shall not refuse to permit Mr. Wheler to examine the insolvent, however desirable it may appear that an attorney, on presenting himself to oppose an insolvent, should produce some memorandum or written retainer from the parties for whom he appears.

Wheler then examined the insolvent at considerable length, and succeeded in eliciting that some trifling sales of property by the insolvent shortly before his petition were omitted in his schedule.

Homes contended that they were included in a gross sum accounted for: at all events they were not wilfully omitted, and may now be inserted in the schedule. (7 & 8 Vict. c. 96, s. 3.)

His Honour said that it was quite clear that the omission was not wilful, and allowed the amendment to be made forthwith.

A day was then named for the final order.

Circuit Reports.

BRISTOL SUMMER ASSIZES.

(Before Mr. Justice Patteson.)

Kynaston and Another, Assignees, v. Crouch.

Liability of clerk who receives money in the way of business after the bankruptcy of his employer to refund it to the assignees, notwithstanding he has paid it away in the course of business.

Quære—Is ignorance of the act of bankruptcy a defence?

Cockburn and *Smith* appeared for the plaintiffs.

Crowder and *Butt* for the defendant.

Cockburn stated that this was an action brought by the plaintiffs, Mr. Roger Kynaston, official assignee, and Mr. Samuel Hudd, creditors' assignee, in the matter of John Wolland Bake, a bankrupt, against Edward Crouch, for the recovery of 153*l.* odd, received by him on behalf of the assignees. Bake carried on business as a leather-seller, for two or three years, in Christmas-street, Bristol; and on the 27th of October, 1843, he suddenly (having been in circumstances of great embarrassment, and carrying on business by means of fictitious bills) left Bristol and went to Liverpool, whence he sailed immediately for New York. This was an act of bankruptcy, and it evidently appeared that he left Bristol without any intention of returning. The defendant, Mr. Crouch, who had been Bake's confidential clerk and traveller, remained in the shop carrying on the business. Early in November Mr. Hudd, the assignee, and another creditor, called at the shop, and saw Crouch, the defendant, who told them that Bake had left Bristol, and he had received a letter from him, but refused to produce that letter. Crouch then admitted that he had received money in the shop, and said he was ready to give an account of it when the proper time came. Bake was then adjudicated a bankrupt, and Mr. Morgan was appointed official assignee, but he had by the order of the Lord Chancellor been removed to Manchester, and Mr. Kynaston had been appointed in his place. Crouch, in his examination before the Bankruptcy Court, admitted that he had received money on behalf of Bake to the amount of 153*l.* odd, and he (the counsel) should produce the proceedings in the Bankruptcy Court to prove the receipt of this money. To the claim of the assignees the defendant pleaded that he had a set-off for work and labour done and money paid, but the assignees entirely repudiated any such service alleged to be rendered by Crouch. He should shew that Mr. Crouch was cognizant of a series of fraudulent transactions, by means of which Bake was enabled to defraud his creditors. It seemed that, in the desperate circumstances into which Bake had been brought, he had adopted a regular system of fraud, drawing bills and forging the acceptances of parties who never accepted the bills, and who owed him nothing. The defendant, Crouch, according to his own statement, lent himself to these transactions, he being the man who drew the bills, at the same time knowing that the parties owed Bake nothing. The jury would have, he thought, no hesitation in believing that the bankrupt's absence was with the knowledge of Crouch. The defendant carried on the business in Christmas-street, till he transferred himself to some premises almost adjoining, in Host-street, having got possession of the bankrupt's stock, which he contended was bought by his (defendant's) brother for him, the proceeds of which he (defendant) also alleged he had paid on behalf of the bankrupt. The assignees knew nothing of such payments, and contended that if such payments were made, they were made to defraud the creditors.

Mr. Edward Inskipp, Usher in the Bankruptcy Court, produced the file of proceedings in Bake's bankruptcy.

F. N. Watkins, sheriff's officer, deposed that he was employed to serve writs upon the bankrupt. He saw Crouch at the bankrupt's premises on the 9th November, who told him it was useless to come there to attempt to make a seizure of Mr. Bake, for he was far enough away, and would not again return to Bristol. He afterwards levied an attachment out of the Tolzey Court upon the goods on the premises of bankrupt; Mr. Crouch then said that he had given information to some creditors, but he was not aware that such a summary proceeding as an attachment could take place, or he would not have given the information.

Cross-examined: Witness asked what money he had on the premises? Crouch replied, all that he had received he had expended on the business of the shop.

Mr. Brooke Smith (plaintiff's solicitor) deposed that he accompanied the plaintiff Hudd and another creditor to Mr. Bake's shop on the 10th Nov.; he saw Crouch, the defendant, there, who told him that Bake left Bristol for London on 27th Oct. for the purpose of paying some bills; but he (Crouch) said he knew that the bills had not then been paid. Crouch said he had heard from Bake, but refused to produce the letter or to tell the contents of it. Crouch also said that he knew Bake would not return, as there were bills out of his, which would prevent him from returning. Crouch said he was carrying on the business of the shop, and that he kept an account, which he should be ready to produce to any person who had authority to demand it, but refused to give any further explanation to the party with whom he (witness) was acting. Crouch further stated that Bake, the day before he left Bristol, had received 200*l.* from Mr. N. Moore. Mr. Smith then read the examinations of Crouch, taken upon the 5th Dec. and the 14th Feb. in which Crouch admitted having received 153*l.* on behalf of the bankrupt after his departure from Bristol: also that he had been a party to certain accommodation bills of the bankrupt. In Crouch's examination of the 12th of March, he alluded to a book in which was detailed the way the sum of 153*l.* received by him had been expended.

Crowder then addressed the jury for the defendant. He said that for the case to have been fairly put by the plaintiffs, they should have produced the book in which was stated the manner the sum received by the defendant had been disbursed. He (defendant) received the money as the agent of his master, Bake, and paid it as such agent. He contended that there was no pretence for saying that the defendant was aware that an act of bankruptcy had been committed at the time when he received and expended the money. After some further remarks, the learned counsel submitted to the jury, first, that the defendant had no knowledge of the act of bankruptcy; and, secondly, that it was an action which could not be maintained by the assignees, whether his client was aware of any act of bankruptcy or not, by Bake. He then read the different items from the book above alluded to, of the expenditure of the 153*l.* which had been paid (according as it appeared in the book) part as wages to journeymen, and to the defendant, and in the discharge of various bills, &c. The learned counsel then remarked upon the injustice of calling upon a person to refund money which he had expended as the agent of another person, and said if such were to be the case no party in a similar situation as servant would be safe, and instanced the case of a clerk or other servant in a large concern receiving 1,000*l.* to pay out in wages to the men from the proprietor of the works, who, prior to the time of the money being paid should commit an act of bankruptcy, which would render the person paying the 1,000*l.* liable to be sued for the amount by the assignees who might subsequently be appointed.

The learned Judge summed up. His lordship said, very considerable difficulty presented itself in this case, as it was not an ordinary case arising out of the relationship of master and servant. There could be no doubt that Bake committed an act of bankruptcy on the 29th of October, and it seemed to be pretty clear that he dared not return, inasmuch as he had committed extensive forgeries, by forging the acceptances of parties to accommodation bills. If, however, Bake had returned, he could not help thinking that the defendant would have been answerable for all the money he had received. The defendant pleaded that he had a set-off against the assignees. It was quite clear that the plea could not be supported, for if the money was received on behalf of the assignees, then he must shew that the sums said to have been paid were paid with the authority of the assignees; and there had been no attempt to shew that any such authority had been given. As soon as the bankruptcy occurred, all moneys received after that time were received as for the use of the assignees; and inasmuch as the servant receiving the money received no authority to expend it, no set-off could be allowed as against the assignees, and all money paid under such circumstances would be to the loss of the person paying it. He agreed with the learned counsel that this was a very hard case, but it was, he believed, the state of the law. The point required considerably more care and attention than he could give to it at Nisi Prius, and he should direct that a verdict be given for the plaintiffs, with leave to enter a nonsuit. But it would make a very considerable difference in any future consideration to have the judgment of the jury as to whether the defendant knew of the act of bankruptcy having been committed. His lordship then proceeded to remark upon the contents of the book containing the items of the receipt and expenditure of 153*l.* by the defendant since the bankrupt left; and observed that it was a very singular fact that the two sides of the account should come to precisely the same amount—the column of expenses being made up by an item of 1*l.* 9*s.* 10½*d.* as cash to himself (the defendant). He also remarked severely upon the manner in which the defendant had been a party to the accommodation bills. Under these circumstances the jury would return a verdict for the plaintiff for 153*l.* 13*s.* with leave to enter a nonsuit, and the question for them to consider was whether the defendant, at the time he made the payments, knew that an act of bankruptcy had been committed. His lordship in conclusion said that the defendant had made several payments upon the 10th and 11th of November, and had acknowledged on the 9th that he was aware of an act of bankruptcy having been committed.

The jury returned that they were of opinion that the defendant knew on the 9th of November of an act of bankruptcy having been committed.

Verdict for the plaintiff, damages 153l. 13s., with leave to move for a nonsuit, or the Court to reduce the amount of damages.

[*Note.*—For the report of this case we are indebted to the *Bristol Gazette*, but we have reason to know that it is very accurate. It will, of course, form the subject of discussion in *Banc.* and if it should be upheld to the full extent, protection must be afforded by statute to persons under such circumstances. In the principal case, the knowledge on the part of the clerk, and his conduct, makes the case "less hard," but it would not always, or even generally, be so.—Ed. Law T.]

THE LEGISLATOR.

Summary.

The decision in the House of Lords in O'Connell's case is so contrary to what has been hitherto considered the law, that it may fitly be alluded to under this head, while we have given a fuller notice of it in another place. The report of the proceedings we have inserted at some length, on account of their extreme importance and the unexpected result.

The very important Acts relating to the regulation of Joint-Stock Companies have received the Royal Assent. It will be seen by an advertisement that they will form one of the series of the Law Times edition of Important Statutes.

Imperial Parliament.

PUBLIC BUSINESS TRANSACTED.

ROYAL ASSENT.

Thursday, September 5.

The royal assent was given by commission to the following bills:—Joint Stock Companies' Regulation and Registration—Joint Stock Companies' Remedies at Law and in Equity—Joint Stock Banks' Regulation—Art Unions—Merchant Seamen—Law Courts, Ireland—Fisheries, Ireland.

SESSIONAL PRINTED PAPERS.

Par. Num.
556. New Zealand—Report
568. Danish Claims—Copy of a Memorial
578. Gilbert Unions—Return
580. Mr. Coppinger—Copies of Correspondence
594. Poor-Law—Return
353. Ecclesiastical Courts—Abstract of Returns
550. Public Income and Expenditure—Account
390. Gamekeepers; Game Laws—Abstract of Returns
569. Shipping and Tonnage, America—Return
597. Navy—Return
588. Standing Orders
591. M'Farlan, Mrs.—Copy of Indictment
592. Manchester Division Petty Sessions—Return
596. College of Surgeons—Copy of Letter
598. Staves; Furniture—Accounts
601. Post Office—Lords' Report of Secret Committee
604. Gaming—Lords' Third Report
619. Land Tax—Account
617. Navy—Returns
603. Pauper Lunatics, Ireland—Copies of Correspondence
304. Canada—Return
503. Emigration—Return
504. Sierra Leone—Return
577. Poor Relief, Ireland—Paper
579. Fees in Misdemeanor—Return
610. Schoolmasters, Scotland—Return
615. New Churches—Twenty-fourth Annual Report
625. Chelsea Out Pensioners—Paper
629. Houses of Parliament—Lords' Second Report
631. Army Prize Money—Account
634. Sugar—Account
616. Public Departments, Redundant List—Return
620. Captain Warner's Invention—Copy of Correspondence
622. Rajah of Sattara—Copies of Correspondence.

Slave Trade—Correspondence, Class D
Duchies of Cornwall and Lancaster—Account
Parkhurst Prison—Reports
Factories—Reports of Inspectors
Millbank Prison—Report of Inspectors
Fine Arts—Third Report of Commissioners
Hanover—Treaty of Commerce and Navigation
Acts—Cap. 41 to 75
558. Bills—Corn, &c. Markets, Ireland
600. — Medical Practice
606. — Parochial Settlement
605. — Clerks of Petty Sessions, &c.
584. — Land Clauses Consolidation
585. — Railway Clauses Consolidation
586. — Companies' Clauses Consolidation.

HOUSE OF LORDS.

COMMISSIONERS OF BANKRUPTCY.

Thursday, Sept. 5.—Lord Brougham, in the course of the morning, moved for a return of the number of days the commissioners of bankruptcy had sat for the last three months, distinguishing the several months. In moving for this return the noble lord stated that he hoped his noble and learned friend on the woolsack would take an early opportunity of removing one of the greatest grievances which the suitors of the City of London were subject to—namely, the commissioners of bankruptcy only sitting for two or three days at most in a week, crowding twenty-seven or thirty things into one morning's sitting.—The Lord Chancellor said he had no authority over them.—Lord Brougham.—O yes you have, by the last Act.—The Lord Chancellor said that as to the commissioners of bankruptcy, they had enough now before them in deciding questions on his noble friend's bill.—Lord Brougham said the commissioners chose to crowd twenty-seven or thirty cases into one morning's business, in order to get away to their villas in the neighbourhood of London; and as to his Bill, they put the most wrong and erroneous constructions upon it.—The Lord Chancellor declared the Parliament to stand prorogued until Thursday, the 10th Oct. next.

HOUSE OF COMMONS

Thursday, Sept. 5.—The Speaker took the chair at half-past twelve o'clock. The number of members who were present was considerably more than usually attend on the last day of a session. Mr. Benbow, the new member for Dudley, took the oaths and his seat. The House adjourned (after having read in the House of Lords the Commission for Prorogation) till Thursday, Oct. 10.

NEW STATUTES.

Of the Session 8 Victoria.

[In this record of actual Legislation, we adopt the plan of giving the titles alone of the statutes of no general or professional interest; and analyses of the more important changes in the law, printing at length such statutes or parts of statutes only as are of particular interest to our readers.]

(Continued from page 416.)

Cap. XLVI.

An Act to continue, until the Fifth Day of April, One thousand eight hundred and forty-six, Compositions for Assessed Taxes; and to amend certain Laws relating to Duties under the Management of the Commissioners of Stamps and Taxes. **(July 29, 1844.)**

We copy this statute entire.

6 & 7 *Vict. c.* 24. ***Compositions for assessed taxes continued for a further term of one year, ending 5th April, 1846, except in cases where parties shall give notice to determine the same on the 5th day of April,* 1845.—** **Whereas by an Act passed in the sixth and seventh years of the reign of her present Majesty, intituled "An Act to continue, until the Fifth Day of April, One thousand eight hundred and forty-five, Compositions for Assessed Taxes; and to amend the Laws relating to the Land and Assessed Taxes, and also the Laws relating to the Duties on Profits arising from Property, Professions, Trades, and Offices," the compositions for assessed taxes entered into or renewed under the authority of an Act passed in the fourth and fifth years of the reign of his late Majesty King William the Fourth were continued until the 5th day of April, One thousand eight hundred and forty-five, and it is expedient to continue the same for the further term of one year: be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that all contracts of composition for the duties of assessed taxes now in force shall be, and the same are hereby continued in force for a further term of one year, to be computed from the 5th day of April, One thousand eight hundred and forty-five, and to determine on the 5th day of April, One thousand eight hundred and forty-six, under the same rules, regulations, and privileges as if such compositions did not by the laws now in force expire before the last-mentioned day; and all the powers and provisions of the several Acts relating to or continuing such compositions, or for collecting or enforcing payment thereof, shall be extended and** applied to the contracts of composition continued under this Act, to all intents and purposes as if the same had been herein repeated and re-enacted.

2. Provided always, and be it enacted, That this Act shall not extend to the contract of composition of any person who shall be desirous of determining the same on the fifth day of April, One thousand eight hundred and forty-five, and who shall on or before the 10th day of October, One thousand eight hundred and forty-four, give notice thereof in writing to the assessor or collector of the parish or place, or to the surveyor acting in the execution of the Acts relating to the duties of assessed taxes for the district in which such composition shall be payable.

3. *Commissioners of Stamps and Taxes empowered to direct within what districts and parishes privileged and other places shall be rated to the assessed taxes and property tax.*—And whereas difficulties have arisen in carrying into execution the several Acts relating to the duties of assessed taxes, and the duties on profits arising from property, professions, trades, and offices, in divers privileged and other places, by reason of doubts as to whether such places are extra-parochial, or included within or forming part of any parish, tithing, or place for which separate assessments of the said duties have been usually heretofore made; for remedy whereof be it enacted, that it shall be lawful for the Commissioners of Stamps and Taxes, or any two or more of them, and they are hereby authorized and empowered, from time to time, by any order in writing under their hands, to order and direct that any privileged or other place, whether extra parochial or not, but not being itself an entire parish, shall, for the purposes of assessing, charging, collecting, and levying the said duties respectively, and for all other the purposes of the several Acts aforesaid, be deemed to be within or part of such district or division, and within or part of such parish, tithing, ward, or place respectively, as shall appear to the said commissioners to be most convenient and proper for the purposes aforesaid, and thereupon such privileged or other place shall be deemed to be within or part of such district or division, and within or part of such parish, tithing, ward, or place, according to such order, for all the purposes aforesaid; and the said respective duties shall be assessed, charged, raised, collected, and levied within such privileged or other place, and upon the occupiers or inhabitants thereof, by or under the authority of the commissioners appointed or authorized to put in execution the said respective Acts in the district or division, and by the assessors, collectors, or other officers appointed for the parish, tithing, ward, or place within or part of which such privileged or other place shall be by any such order as aforesaid declared or directed to be deemed to be, any law, statute, or usage to the contrary notwithstanding: provided always, that it shall be lawful for the said commissioner of stamps and taxes, or any two of them, to revoke any such order, and to substitute any other order in lieu thereof, from time to time as often as it shall appear to the said commissioners to be expedient so to do: provided also, that no such order shall prejudice or affect any assessment of the said respective duties for any year prior to that in which such order shall be made; but that all such duties assessed and charged for any previous year shall be collected, levied, and recovered by the same persons under the same authority, and in like manner as they would have been if such order had not been made.

4. *Mode of proceeding to make the assessments of the duties in the year in which any order was made for annexing any privileged or other place to a parish for the purposes of the said Acts.*—And be it enacted, That where before or at the time of the making of any such order as aforesaid any assessment of the respective duties or either of them shall have been made for such privileged or other place as aforesaid, or upon the occupiers or inhabitants thereof, in or for the year in which such order shall be made, whether the same shall be a separate assessment for such privileged or other place, or part of or included in the assessment for any parish, tithing, ward, or other place, in case the duties so assessed shall not have been previously paid and discharged, the surveyor of the said duties shall certify the particulars of every such assessment to the commissioners acting in the execution of the said Acts respectively for the district, and parish, tithing, ward or place, within or part of which such privileged or other place shall be by such order declared or deemed to be; and where at the time of the making of any such order as aforesaid no assessment of the said respective duties shall have been made for such privileged or other place as aforesaid, or upon the occupiers or inhabitants thereof, in or for the said year, or in case there shall be any omission of any person, article, matter, or thing in or from any such assessment as last aforesaid which shall have been made, or any insufficient rate or amount of duty charged thereby, it shall be lawful for the surveyor of the said duties to certify in like manner to the said commissioners the particulars of any assessment which ought to be made upon any occupier or inhabitant of such privileged or other place, and of any increased rate or amount of duty which ought to be charged upon any such occupier or inhabitant; and in any of the several cases aforesaid the said commissioners shall cause the particulars so certified to them as aforesaid to be inserted or included in or added to the assessment of the like duties made or to be made for the same year in or for the parish, tithing, ward, or place within or part of which such privileged or other place shall be by such order as aforesaid declared or deemed to be, and shall cause the duties to be assessed and charged thereon or in respect thereof according to such certificate, and thereupon the said duties shall be deemed to be part of the lastmentioned assessment for all intents and purposes whatsoever, and shall be collected, received, levied, accounted for, and paid over by the collectors or other persons appointed or to be appointed or authorized to collect, receive, or levy the duties contained in the said assessment, without any further or other warrant or order in that behalf; provided always, that every such assessment or charge of duties made in pursuance of such certificate of the surveyor as aforesaid shall be subject to an appeal by the party charged with or liable to the payment of the said duties, upon his giving notice in writing to such surveyor of his intention to appeal against such assessment or charge within ten days after the particulars thereof shall have been notified to such party; and every such appeal shall be heard and determined by the said respective commissioners within their district at such time and place as they shall appoint for that purpose, of which due notice shall be given to the party assessed or charged as aforesaid.

5. *Execution of the powers of the Acts by the commissioners declared valid, although not within the times prescribed for that purpose.*—And whereas by the said Acts relating to the said respective duties the commissioners for putting the same in execution respectively are required or directed to hold certain meetings, and to appoint certain officers, and also to do and perform divers other acts, matters, and things, in the execution of the powers and provisions of the said Acts, before or upon certain days or times appointed and prescribed by the said Acts for such purposes respectively: And whereas, in cases where the said commissioners have omitted to put in execution the powers and provisions of the said Acts within or at the times so appointed and prescribed as aforesaid, doubts have arisen as to the legality of their execution of such powers and provisions at any subsequent period, and it is expedient to remove such doubts; be it therefore enacted, That where in any case the said respective commissioners have neglected or omitted, or shall hereafter neglect or omit, to hold any meeting, or to appoint any officer, or to do or perform any other act, matter, or thing, in the execution of the powers and provisions of the said Acts respectively, within or at the time directed, appointed, or prescribed by the said Acts in that behalf, the holding of such meeting, and the appointment of such officer, and the performance of any such other act, matter, or thing as aforesaid at any other time or times shall, notwithstanding any such neglect or omission, be and be deemed to have been respectively as good, valid, and effectual to all intents and purposes as if the same respectively had been held, made, done, or performed within or at the time and according to the manner and circumstances directed, appointed, or prescribed as aforesaid, any thing in the said Acts contained to the contrary thereof notwithstanding.

6. *Penalty on persons refusing to appear before the commissioners to be appointed assessors, or submit to be appointed,* 10*l*.—And whereas by the said Acts relating to the said duties respectively the commissioners acting in the execution thereof are required to direct their precepts to such inhabitants of each parish, ward, or place, and such number of them, as they shall think most convenient, to be presenters and assessors for such parish, ward, or place, requiring them to appear before the said commissioners at such place and at such time as they shall appoint, in order that such of the said inhabitants as the said commissioners shall think proper may be appointed assessors of the said several duties: and whereas it frequently happens that the persons to whom such precepts are directed wilfully disobey the same, whereby the execution of the said Acts is greatly impeded: be it therefore enacted, That if any person to whom any such precept as aforesaid shall be directed shall wilfully neglect or refuse to appear before the said respective commissioners according to the tenor and effect thereof, or, having appeared, shall refuse to submit to be appointed an assessor of the said duties or of either of them respectively, in the manner and form by the statute in such case directed and provided, every person so offending in any such case as aforesaid shall forfeit and pay for every such offence the sum of ten pounds, to be recovered and applied in like manner as any penalty incurred under the said Acts or any of them may be recovered and applied.

7. *Recital of* 49 *Geo.* 3, *c.* 32 *and c.* 110, ***granting duties of*** **1*s.* and 6*d.*** ***on offices and employments. Commissioners of the Treasury empowered to appoint commissioners for executing the recited Acts, with relation to the said duties.*—And whereas by an Act passed in the forty-ninth year of the reign of King George the Third, intituled "An Act for continuing and**

making perpetual several Duties of One Shilling and Sixpence, repealed by an Act of the last Session of Parliament, on Offices and Employments of Profit, and on Annuities, Pensions, and Stipends, and thereby granted for One Year to the Twenty-fifth Day of March, One thousand eight hundred and nine," certain rates and duties of one shilling and sixpence respectively specified and contained in the schedule to the said Act annexed were granted and made payable: and whereas another Act was passed in the same session of Parliament, to rectify a mistake in the last-recited Act: and whereas it is expedient to make provision for the appointment of commissioners to execute the said last-recited Acts in certain cases: be it therefore enacted, That where in any case there is or shall be any failure in the appointment of commissioners for executing the said recited Acts, whether the same shall proceed from the want of legal authority in any person or persons to make such appointment, or from the neglect or omission of any person or persons having such authority to appoint such commissioners, or from any other cause, it shall be lawful for the Commissioners of her Majesty's Treasury, or any three or more of them, from time to time, by writing under their hands, to appoint commissioners for putting in execution the said recited Acts passed in the forty-ninth year of the reign of King George the Third, and the powers therein referred to or contained in relation to the said respective rates and duties of one shilling and sixpence, in the several departments or districts throughout Great Britain; and such commissioners so to be appointed as last aforesaid are hereby empowered and required to do all things necessary for putting the said recited Acts in execution with relation to the said rates and duties, in the like and in as full and ample a manner as any commissioners appointed or authorized by or under the authority of any former Act or Acts could or might at any time heretofore put in execution the said recited Acts.

8. *Act may be altered this session.*—And be it enacted that this Act may be amended or repealed by any Act to be passed in the present session of Parliament.

Cap. XLVII.

An Act to amend and continue for Five Years, and to the end of the next Session of Parliament, certain Acts relating to Linen, Hempen, and other Manufactures in Ireland. (July 29, 1844.)

Cap. XLVIII.

An Act to repeal certain Acts for Regulating the Trade in Butter and Cheese. (July 29, 1844.)

This statute repeals 4 Wm. & M. c. 7; 36 Geo. 3, c. 86; and 38 Geo. 3, c. 76.

Cap. XLIX.

An Act for the better Regulation of Colonial Ports. (July 29, 1844.)

Cap. L.

An Act to extend the Powers of the Act for encouraging the Establishment of District Courts and Prisons. (July 29, 1844.)

We give this statute *verbatim*:—

5 & 6 Vict. c. 53. *Agreements contemplated by the recited Act may be contingent on grant of sessions of the peace.*—Whereas an Act was passed in the sixth year of the reign of her Majesty, intituled "An Act to encourage the Establishment of District Courts and Prisons," and it is expedient that the said Act be amended, for the purpose of removing doubts as to the manner of putting the said Act in force with respect to those boroughs to which a separate court of sessions of the peace has not been granted at the time of making the agreements contemplated by the said Act: be it declared and enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that it shall be lawful for the council of any borough to which her Majesty shall not have then granted a separate court of sessions of the peace to be party to any agreement for the purposes of the said Act; and it shall be also lawful to insert in any such agreement, if the parties thereunto shall think fit, a condition that such agreement shall not take effect unless her Majesty shall be pleased to grant a separate court of sessions of the peace to any such borough; and in case such condition shall be therein inserted, no agreement shall be valid, notwithstanding that the same shall have been approved by the several parties thereto, and confirmed by her Majesty, as directed by the said Act, until her Majesty shall have been pleased to grant such separate court of sessions of the peace to the borough or boroughs respecting which the said condition shall have been inserted in the agreement.

2. *Repeal of 5 & 6 Vict. c. 53, s. 41, as to divisions of united districts.*—And be it enacted, That so much of the said Act as provides that in every case in which more than one borough having a court of sessions of the peace shall be a party to the agreement aforesaid the district united under such agreement shall be divided into as many divisions as there shall be boroughs included in such agreement, and to each of such boroughs shall be apportioned such a division of the said district as shall be more immediately adjacent thereunto, and shall be set forth in the agreement, regard being had to the amount of population in the whole district, and the other circumstances of the case, and all prisoners committed to the said prison for any offence committed within any division aforesaid shall be sent for trial to the sessions of the peace holden for that borough to which such division shall have been apportioned, and the provisions hereinbefore contained with respect to jurors, and the return of convictions, depositions, recognizances, and other documents, for the united district, shall apply in each case to the division apportioned to each borough, shall be repealed.

3. *Provisions as to divisions of any united district, whether grant made before or after confirmation of agreement.*—And be it enacted, That in every case in which more than one borough having a court of sessions of the peace shall be a party to any such agreement, whether or not the grant of such court shall have been made before or after the confirmation of the agreement, the united district shall be divided into as many divisions as there are boroughs to which such grants shall have been made, in such manner as shall be absolutely or provisionally set forth in the agreement, or as shall be provided by any supplemental agreement to be made and enforced in like manner as the original agreement, so, nevertheless, that one such borough shall be included in and form the whole or part of every such division; and the united district, and also each of such divisions, shall be designated by such names as shall be set forth in such agreement or supplemental agreement; and a court of sessions of the peace for each division of the united district shall be holden in the borough which forms the whole or part of such division, before the recorder thereof, who shall be the recorder of that division and sole judge of the court which shall have the like jurisdiction throughout the division which the court of sessions of the peace for any of the said boroughs has within such borough; and the provisions in the said Act contained with respect to the clerk of the peace, and to jurors, and the return of convictions, depositions, recognizances, and other documents, for the united district, shall apply in each case separately to each division, and to the borough which is included in and forms the whole or part of such division.

4. *Secretary of State to appoint Surveyor-General of Prisons.*—And whereas by an Act passed in the third year of the reign of her Majesty, intituled "An Act for the better ordering of Prisons," it is provided, that it shall not be lawful to enlarge, build, or rebuild any prison until one of her Majesty's principal Secretaries of State shall have approved the plan of such prison or intended prison; be it enacted, that it shall be lawful for the Secretary of State to appoint a proper person to be Surveyor-General of Prisons for the purpose of advising the justices and others having the superintendence of the construction of prisons, and for reporting to the Secretary of State on the several plans which shall be sent to him for his approval as aforesaid, and for the performance of such other duties connected with the construction of prisons as shall be from time to time intrusted to him by the Secretary of State.

5. *Act may be amended this session.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this present Session of Parliament.

Cap. LI.

An Act to continue, until the end of the Session of Parliament next after the Thirty-first Day of July, 1846, certain of the Allowances of the Duty of Excise on Soap used in Manufactures. 29th July, 1844.

Cap. LII.

An Act to extend the Powers of the Act for the Appointment and Payment of Parish Constables. 29th July, 1844.

We give this statute entire.

5 & 6 Vict. c. 109. *Recited Act to extend to all liberties having a commission.*—Whereas an Act was passed in the sixth year of the reign of her Majesty, intituled "An Act for the Appointment and Payment of Parish Constables," whereby provision was made for the appointment of parochial constables by the justices of the peace of every county in England: and whereas it is expedient that the like authority should be given to the justices of the peace of liberties within counties: Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That after the passing of this Act all the provisions of the said Act shall be extended and apply to every liberty in England having a separate commission of the peace, and not being an incorporated borough, and to the justices of such liberty, as if such liberty were a county of itself, and as if the said Act were herein re-enacted.

2. *Confirming previous appointments.*—And be it enacted, That the constables appointed and sworn to act in any such liberty before the passing of this Act, whether by the justices of the liberty acting under colour of the powers of the said Act, or at any court leet or torn within such liberty, shall be deemed to have been well and lawfully appointed; and those persons who shall hold the office of constable in any such liberty at the time of the passing of this Act shall continue to hold their several offices, and to execute the duties thereof, until constables shall be chosen in their stead under the provisions of this Act.

3. *Horses, &c. in service of superintendent constables exempted from toll.*—And be it enacted, That no toll shall be demanded or taken on any turnpike road or bridge for any horse, or police van, carriage, or cart, passing along such road or bridge, in the service of a superintendent constable appointed under the provisions of the said Act, provided that the superintendent constable in charge of such horse, van, carriage, or cart shall produce a certificate of his appointment, signed by the clerk of the peace of the county for which he shall have been so appointed, or shall have his dress according to the regulations of the said county, at the time of claiming the exemption; and every person who shall fraudulently claim or take the benefit of the exemption from toll herein contained not being lawfully entitled thereunto shall for every such offence be liable to a penalty not exceeding five pounds; and in all such cases the proof of exemption shall be upon the person claiming the same.

4. *Exempting such parts of parishes as lie within boroughs exempted by 5 & 6 Vict. c. 109.*—And whereas by the said Act it is provided, that nothing therein contained shall apply to certain boroughs and places therein specified: and whereas doubts have been entertained as to the powers of the justices to appoint constables for any parish of which part shall be within and part without such exempted borough or place; be it declared or enacted, that with respect to any such parish the exemptions provided by the said Act shall be deemed only to exempt the men residing within that part of the parish which is within such exempted borough or place from serving as constables under the said Act, or being included in any list to be made out under the said Act, and to disqualify the inhabitants of such part from voting in any division of the vestry under the said Act.

5. *Act may be amended this Session.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this session of Parliament.

Cap. LIII.

An Act for Disfranchisement of the Borough of Sudbury.—(July 29, 1844.)

Cap. LIV.

An Act to continue until the First Day of October, 1845, and to the end of the then session of Parliament, the Acts to amend the Laws relating to Loan Societies.—(July 29, 1844.)

Cap. LV.

An Act to amend and explain the Acts for the Commutation of certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights; and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure.—(July 29, 1844.)

We give this statute entire.

4 & 5 Vict. c. 35. *Provisions of former Acts as to recovery of expenses, costs, &c. to extend to cases where there shall not be an apportionment.*—Whereas an Act was passed in the session of Parliament holden in the fourth and fifth years of the reign of her present Majesty Queen Victoria, intituled "An Act for the Commutation of certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights; and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure," and was amended and explained by an Act passed in the session of Parliament holden in the sixth and seventh years of the reign of her present Majesty; and it is expedient further to amend and explain the said Acts in certain respects: be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that the provisions of the aforesaid Acts, or either of them, as to the recovery of expences, costs, and charges to be paid by any tenant, being a trustee, and not beneficially interested in the lands of which he stands admitted tenant, to be affected by any commutation or enfranchisement under the aforesaid Acts or this Act, shall extend as well to cases in which there shall not be an apportionment on commutation or enfranchisement in pursuance of the said aforesaid Acts or this Act, as to cases in which there shall be an apportionment on commutation or enfranchisement in pursuance thereof.

2. *Persons having a limited beneficial interest only may charge expenses on the lands, &c.*—And be it en-

acted, that every person beneficially interested in the said lands, having a limited beneficial interest only, and who shall pay any such expenses, costs, and charges to any tenant, being such trustee as aforesaid, may, with the consent of the copyhold commissioners under their hands, and by a simple entry on the court rolls of the manor, and for which entry the steward shall only charge thirteen shillings and four-pence, and which shall not be subject to any stamp duty, charge such expenses, costs, and charges, with interest thereon at the rate of four pounds per centum per annum, on the lands to which the same relate; but so nevertheless that the principal charged on such lands be lessened in every year following such charge one twentieth at least of such original charge, and shall be subject to previous mortgages.

3. *Where trustee is tenant, and not beneficially interested, the person beneficially interested at the date of confirmation of commutation, &c. shall be deemed beneficially interested.*—And be it enacted, That as to any lands to be affected by any commutation or enfranchisement without apportionment under the aforesaid Acts or this Act, or any of them, of which the tenant, being a trustee and not beneficially interested therein, stands admitted tenant, the person beneficially interested therein at the date of the confirmation of the commutation agreement, or at the date of the conveyance deed, or other assurance by which the enfranchisement is made, as the case may be, shall be deemed, for all purposes in regard to expenses, costs, and charges which any such trustee may have to pay under the aforesaid Acts or this Act, to be the person beneficially interested in such lands within the meaning of the aforesaid Acts and this Act respectively.

4. *Provisions for charging and securing of the consideration money of any enfranchisement to extend to cases in which there shall not be an apportionment, &c.*—And be it enacted, That the provisions of the aforesaid Acts, or either of them, charging and securing, and authorizing the charging and securing of the consideration money of any enfranchisement under the said Acts, and the costs of the charges, with interest, and also as to the priority of the charges and securities of or for the same, and otherwise in reference thereto, shall, *mutatis mutandis*, extend as well to cases in which there shall not be an apportionment on enfranchisement in pursuance of the aforesaid Acts or this Act, as to cases in which there shall be an apportionment on enfranchisement in pursuance thereof; and on any enfranchisement where there shall not be such apportionment the charge of the consideration money of the enfranchisement, and the interest thereon, shall commence and be computed from the date of the conveyance, deed, or assurance by which the enfranchisement shall be made.

5. *Commutations or enfranchisements may be made in consideration of the conveyance of lands, &c. not parcel of the manor, but subject to the same uses as those commuted.*—And be it enacted, That, in addition and subject t the provisions of the aforesaid Acts or either of them, any commutation or enfranchisement may be made wholly or in part for the consideration of a conveyance of lands, or of any right to mines or minerals, although the said lands or the said right to mines or minerals so to be conveyed shall not be parcel of or situate in or under the lands of the same manor as the lands so to be commuted or enfranchised; provided that the said lands or the said right to mines or minerals can be conveniently held with the same manor in the opinion of the copyhold commissioners, and are subject, so far as the difference of tenure may permit, to the same uses and trusts as the lands so to be commuted or enfranchised shall be subject to at the time of such commutation or enfranchisement, or to uses and trusts in correspondence with which the said lands shall be then settled at law or in equity; and that it shall be lawful for the person empowered by the aforesaid Acts to obtain such commutation or enfranchisement to convey the said lands or rights to mines and minerals to the person commuting or enfranchising the lands proposed to be commuted or enfranchised, and to his heirs, to the uses, and upon and for the trusts, intents, and purposes, to, upon, and for which the manor of which the lands commuted or enfranchised are parcel shall be subject and held at the time of such commutation or enfranchisement; subject always, as to any leases to which such lands may be subject, to all the provisions of the last-mentioned Act in respect to lands therein permitted to be conveyed.

6. *For supplying vacancies.*—And be it enacted, That in case any trustee nominated by the copyhold commissioners under the aforesaid Acts or this Act should be desirous of resigning, or should become incapable of acting, the commissioners may, if they shall think proper, appoint some other fit person in like manner as if a vacancy had occurred under the provisions of the secondly hereinbefore recited Act.

7. *Extending provisions of recited Act to rent-charges under this Act.*—And be it enacted, That the provisions of the said first hereinbefore recited Act, authorizing distress and entry in cases of nonpayment of the rent-charge authorized by the aforesaid Act to be granted, shall extend and be applicable to all rent-charges granted and made payable under and by virtue of the said secondly hereinbefore recited Act or this Act.

8. *This Act to be construed as a part of the recited Acts.*—And be it enacted, That this Act shall be taken and construed to be part of the aforesaid Acts, and that all proceedings which may have been had, and all commutations and enfranchisements which may have taken place, under the said recited Acts or either of them, and all matters and things incident thereto, shall be of the same force, validity, and effect as if the provisions of this Act had been contained in the said first-recited Act.

9. *Act may be amended this session.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in the present session of Parliament.

POST-OFFICE ESPIONAGE.

COMMONS' REPORT.

(Continued from page 417.)

As regards intestine commotion, your committee found that a warrant was issued in 1799, to open the letters of seventeen persons at Manchester and Birmingham; one in 1809, to open the letters of eighteen persons in Manchester and Liverpool. In 1812, warrants were directed to the several postmasters of Nottingham, Manchester, and Glasgow, directing them to open all such letters passing through these several post-offices as should appear to A. B. (naming in each warrant some particular individual) to be of a suspicious nature, and likely to convey seditious and treasonable information, or to convey money intended to be applied to the purpose of promoting seditious or other disturbances. A warrant, nearly similar to the preceding, was issued in 1813, to the postmasters of Wareham and Weymouth, in Dorsetshire, and one to the same purpose, in 1817, to the postmaster of Nottingham. Among the names of persons not now living, whose letters were directed to be opened previously to the year 1822, are found those of Despard, Thistlewood, and Watson; and that of Mr. Hunt, once member of Parliament for Preston.

With regard to the warrants issued during the last twenty-two years and a half, your committee have not observed among them a single warrant indefinite as to the number of persons coming within its scope. In every case the names are specified, and in one instance only does the number exceed six. As regards this period, your committee would have abstained from giving particular information concerning any warrant and from naming a single individual whose letters have been directed to be opened, but for the notice which has been taken of the mode of executing certain warrants, and the mention which has been made of the names of the parties included in certain others; these being the circumstances which mainly led to the inquiry which your committee has been appointed to conduct. On these cases, therefore, your committee consider it their duty to report particularly.

The warrants referred to are the following:—

1. During the outbreak in the manufacturing and mining districts, which took place in August, 1842, in the week of the greatest anxiety, a clerk was sent down from the London Post-office, with directions, under the authority of a Secretary of State's warrant, to open the letters of six parties named therein, all taking a prominent part in the disturbances of that period. In the same week the same clerk was directed, under the authority of two other such warrants, to open the letters of ten other persons named, and a fortnight later to open the letters of one other person, making seventeen in all. Most of the persons whose letters were ordered on this occasion to be opened were indicted, and many both indicted and convicted, before the special commission appointed to try the parties concerned in those disturbances. With one exception these warrants were issued between the 18th and 25th f August, 1842, and they were all cancelled on the 14th of October.

About the same time two clerks were sent down to two provincial towns, each with directions, under authority of a Secretary of State's warrant, to open and examine the letters addressed to one individual in each town; but in one of these cases there were no letters to open. One clerk employed on this duty returned to his ordinary business after a week's absence, the other after an absence of five weeks.

2. In the autumn of 1843, during the disturbances which took place in South Wales, two clerks were sent down from the Post-office, into the disturbed districts, with directions, under authority of a warrant from the Secretary of State, one to inspect the letters of one person at a particular town, the other to inspect the letters of another person at another town; and subsequently, under authority of a different warrant, this second clerk was sent to a third town, there to inspect the letters of a third person. In all three instances, the persons whose letters were to be inspected were specifically named in the warrant. One of these warrants was in force eighteen, the other seven days.

It is these facts, probably, that have given rise to the report of a commission or commissions having visited the manufacturing districts, charged with a general authority to open and inspect letters.

3. The third of these cases is that of a warrant to open and detain the letters addressed to Mr. Mazzini. This warrant was issued on the 1st of March, and cancelled on the 3rd of June, in the present year. Throughout that period the intercepted correspondence was transmitted unread from the Home-office to the Secretary of State for Foreign Affairs. The facts of the case, so far as your committee feel themselves at liberty to disclose them, appear to be as follows:—

Representations had been made to the British Government, from high sources, that plots, of which Mr. Mazzini was the centre, were carrying on upon British territory to excite an insurrection in Italy, and that such insurrection, should it assume a formidable aspect, would, from peculiar political circumstances, disturb the peace of Europe. The British Government, considering the extent to which British interests were involved in the maintenance of that peace, issued on their own judgment, but not at the suggestion of any foreign power, a warrant to open and detain Mr. Mazzini's letters. Such information deduced from those letters as appeared to the British Government calculated to frustrate this attempt was communicated to a foreign power; but the information so communicated was not of a nature to compromise, and did not compromise, the safety of any individual within reach of that foreign power; nor was it made known to that power by what means, or from what source that information had been obtained.

4. A warrant to open and detain all letters addressed to Mr. Worcell and to Mr. Stolzman was issued on the 17th of April, 1844, and cancelled on the 20th of June.

5. A warrant to open and detain all letters addressed to Mr. Grodicki, at Paris, and to another foreign gentleman, was issued on the 3rd of June, 1844, and cancelled on the 13th of the same month.

The last two warrants rested on grounds connected with the personal safety of a foreign sovereign, intrusted to the protection of England. It appears to your committee that, under circumstances so peculiar, even a slight suspicion of danger would justify a minister in taking extraordinary measures of precaution. The committee have not learned that there appeared in the letters that were detained any thing to criminate the gentlemen whom the committee have very reluctantly named.

The committee think it may be desirable for them to make known that the above three warrants are the only warrants to open the letters of foreigners which the present Government has issued.

The warrants issued during the present century may be divided into two classes:—

1st. Those issued in furtherance of criminal justice, and usually for the purpose of obtaining a clue to the hiding-place of some offender, or to the mode or place of concealment of property criminally abstracted, and these, for brevity's sake, the committee will term criminal warrants.

2nd. Those issued for the purpose of discovering the designs of persons known or suspected to be engaged in proceedings dangerous to the state, or (as in Mazzini's case) deeply involving British interests, and carried on in the United Kingdom or in British possessions beyond the seas.

With regard to both these classes of warrants, the object in issuing them has been, in many cases, to ascertain the views, not of the party receiving, but of the party sending the letter.

In issuing these warrants, the mode of proceeding is as follows:

1. In the case of criminal warrants, they do not originate with the Home-office. The application is made, in the first instance, to that one of the two under-secretaries of state who is of the legal profession; and the usual course is for the applicant to state the circumstances in writing; but if the case be very urgent, owing to the time being too short, before the departure of the post, to draw out a written statement, that condition is sometimes dispensed with. The general object of this class of warrants has been already stated; and the principle which governs the issuing of them appears to be, not to make them subservient to private and family concerns, or to the support of a civil right, where an action only could be maintained, as in many cases of fraud or bankruptcy; but to reserve the exercise of the power to those cases exclusively where crime has been committed, and in respect to which there is good ground to believe that correspondence is going on with a particular party, which is likely to lead to detection. If the Under-Secretary accedes to the application, he submits the case to the principal Secretary of State; with whose approval a warrant is drawn by the head clerk of the domestic department, under the instructions of the Under-Secretary, and is then signed by the principal Secretary of State. A record of the date of the warrant is kept under lock and key, in a private book, to which the two under-secretaries and the above-mentioned head clerk have access. To the applicant information is given, according to circumstances, of the post-mark or address merely, or of the contents of the letters detained; or, if the case require it, the original letter is put into his hands.

2. In the case of warrants of the second description, they originate with the Home-office. The principal Secretary of State, of his own discretion, determines when to issue them, and gives instructions accordingly to the Under-Secretary, whose office is then purely ministerial. The mode of preparing them, and keeping record of them in a private book, is the same as in the case of criminal warrants. There is no record kept of the grounds on which they are issued, except so far as correspondence preserved at the Home-office may lead to infer them.

Your committee will here notice a statement which has been made, that instances have occurred of sending entire mail-bags with letters to the Home-office for examination. Your committee are satisfied that no instance of the kind has occurred. None but separate letters or packets are ever sent, out of the ordinary course, from the Post-office to the Home-office, and those never but under a Secretary of State's warrant; and that warrant usually directs that a letter or letters, directed to certain persons, or written in a certain handwriting, be detained; and that either a copy of the post-mark, or of the address, or of the contents, or that extracts from the contents, or the letters themselves be sent to the principal Secretary of State. In some cases the warrant directs that some deputy postmaster shall communicate information to the same effect to a magistrate, or some other person, in the country; and when that is the case, the presence of some third person, named in the warrant, is usually required.

It may, perhaps, be necessary to state that, in some very few cases, the Secretary of State has been required to authorize the Postmaster-General to return to the writer a letter which has been already posted. Some doubt seems to have existed how far this can lawfully be done. In the year 1795, Holland being in the occupation of the French army, one of the principal secretaries of state, by warrant under his hand and seal, detained the entire mails of the 13th, 16th, and 20th of January, intended for that country; and an Act of Parliament (35 Geo. 3, c. 62) was passed to enable the Postmaster-General "to open the letters contained in those mails, and return the same to the parties by whom they were written, signed, or sent." A case nearly similar occurred regarding the Hamburg mail (see 47 Geo. 3, session 2, c. 53) in 1807. The number of warrants issued under this head from 1799 to 1844 is seven, as stated in the abstract.

The general conclusion which the committee draw from the returns before abstracted is, that in equal intervals of time these warrants have been issued in nearly equal number by the several administrations which have been in power from the commencement of 1799 until now. For although in certain years, in consequence of internal commotion, it happened that the number of warrants issued by certain Secretaries of State was unusually great, yet in other years, if they continued sufficiently long in office, the number of warrants they issued for similar purposes proved to be unusually small; so that the annual average of all the warrants they issued, during the whole period of their continuance in office, did not rise materially above the general annual mean.

The general average of the warrants issued during the present century does not much exceed eight a year. This number would comprehend, on an average, the letters of about sixteen persons annually; but how many letters to and from each person coming within the scope of these warrants have on an average been opened, we have no means of estimating, since no record of the number of letters detained and opened under warrant has been kept by the Post-office, but there is no reason to believe that number to be great; and the committee have ascertained that, in the case of many warrants, no letters whatever have been opened. Those which do not appear to relate to the object for which the warrant is issued do not undergo particular examination. Of the average number of days for which a warrant is in force, the committee cannot form any just estimate. It was only as regards the warrants issued from 1822 to 1844 that any return was made to your committee, shewing how long they continued in operation, and in the early part of this period there appears to have been some inattention in seeing to their timely revocation; it is probable that many a warrant had become inoperative long before the period when it was cancelled. In that respect there is a marked improvement in the practice of the present Home Secretary, as compared with that of his predecessors; since the average duration of the warrants issued since September 1841 does not exceed forty days; and in many cases it is as low as three or four days.

From the abstract that has been given of the warrants issued in the present century, it appears that about two-thirds of them were criminal warrants; for by far the greater portion of those marked "uncertain" appear to belong to this class.

(To be continued.)

PARLIAMENTARY RETURNS.

SMUGGLING, &c.

Return to an order of the hon. the House of Commons, dated 14th Feb. 1844, for an account of the law and other expenses which have been incurred in the proceedings against persons charged with smuggling, and with frauds in the customs, during the years 1842 and 1843, in the United Kingdom; distinguishing each country, and the amount of duties and of penalties respectively received, and the amount received by compromises in that period:—

Total for the Two Years.	Number of Prosecutions instituted.	Expenses incurred.		
		£	s.	d.
England	1962	8854	10	7
Ireland	292	1148	7	3
Scotland	171	181	10	8

AMOUNT RECEIVED, &c.

Total for the Two Years.	Duties.			Penalties.			Compromises.		
	£	s.	d.	£	s.	d.	£	s.	d.
England	320	0	8	2725	19	10	3228	15	8
Ireland	673	3	1	841	10	0	1071	6	0
Scotland	25	18	11	163	18	0	665	6	9

N.B.—The sum of 12,000*l.* has been recovered from Charles Candy and William Dean, and paid into court to abide the result of writs of error brought by them. Verdicts have also been found for the Crown against Charles Candy for the further sum of 3150*l.*, against William Dean for 1050*l.*, and against Denis John Blake, late a landing-waiter in the Customs, for 4350*l.*, which also await the result of writs of error. The sum of 3954*l.* 1s. 4d. has also been obtained from Messrs. Candy and Dean, under an extent, for duties alleged to be due from them to the Crown, and has also been paid into court to abide the decision of a jury as to the amount which may be found to be due; and a verdict has been found for the Crown against John Dean for 137*l.* 6s. as duty due from him.

Signed by the Solicitor of the Customs.

SINKING FUND.

The following is a return to an order of the hon. the House of Commons, dated July 19, 1844, for the rate of increase of the Sinking Fund, from the first establishment of it by Mr. Pitt, in 1786, to the close of the war in 1815, in periods of five years, in continuation of return dated June 19, 1844:—

UNITED KINGDOM.

	Sinking Fund actually appropriated.			Increase in periods of five years.		
	£	s.	d.	£	s.	d.
From 1st Aug. 1786, to 1st Feb. 1787 ..	500,555	0	0	..		..
In the year ending 1st Feb. 1791	1,220,211	14	6	719,656	14	6
,, 1796	2,143,505	16	1	923,384	1	7
,, 1801	4,911,135	13	8	2,767,539	17	7
,, 1806	7,850,033	11	9	2,938,897	18	1
,, 1811	12,050,537	6	6	4,200,503	14	9
,, 1816	14,109,512	10	9	2,058,975	4	3

The amounts in the first column include the sums appropriated to the payment of life annuities, between the 1st February, 1809 and 1816.

PROMISSORY NOTES.

An account of the average aggregate amount of Promissory Notes payable to bearer on demand which have been in circulation in the United Kingdom, distinguishing those circulated by the Bank of England, by private banks, and by joint-stock banks, in England and Wales, by the banks in Scotland, by the Bank of Ireland, and by all other banks in Ireland; and of the average amount of bullion in the Bank of England, during the four weeks ending the 17th day of August, 1844, in pursuance of the Act 4 & 5 Vict. c. 50:—

ENGLAND.	
Bank of England	£21,980,000
Private banks	4,550,353
Joint-stock banks	3,204,460
SCOTLAND.	
Chartered private and joint-stock banks	2,894,853
IRELAND.	
Bank of Ireland	3,378,125
Private and joint-stock banks	1,993,533
Total	£38,001,324
Bullion in the Bank of England	£15,227,000

EDWARD SAURIN.

Stamps and Taxes, August 30, 1844.

BANK ISSUES.

The *London Gazette* of Tuesday evening contains the following returns under the new "Act to make further Provision relative to the Returns to be made by Banks of the amount of their Circulation." The period is twelve weeks prior to the 27th of April last, and the average amount in each case is certified by two of Her Majesty's Commissioners of Stamps:—

	£
Cardiff Bank, at Cardiff—W. Towgood and J. Y. Towgood	7,001
Carmarthen Bank, at Carmarthen—T. C. Morris and W. Morris	23,597
Colchester Bank, at Colchester—G. Round, J. W. E. Green, and Josh. Pattison	25,082
Cornish Bank, at Truro, Falmouth, and Redruth—W. Tweedy, J. Williams, W. M. Tweedy, M. Williams, R. Tweedy, and J. M. Williams	49,869
Derby Bank—William and Samuel Evans	13,332
Devizes and Wiltshire Bank, Devizes—Hughes, Locke, Olivier, and Saunders	20,674
Dorchester Old Bank, Dorchester, Weymouth, Lyme Regis, and Bridport—R. Williams, R. Williams, jun. and H. Williams	48,807
East Riding Bank, at Beverley, Pickering, Malton, and Great Driffield—Bower, Hutton, Hall, and Hutton	53,392
Exeter City Bank, Exeter—Milford, Snow, and Splatt	21,527
Faversham Bank—Hilton, Rigdon, and Jones	6,681
Farnham Bank—John and James Knight	14,202
Godalming Bank—Mellersh and Keen	6,322
Grantham Bank—Hardy, Walkington, and Hardy	30,372
Grantham and Folkingham Bank—Kewney and King	19,401
Guildford Bank, Guildford—W. Haydon, Thomas Haydon, Jos. Haydon, and Sam. Haydon	14,524
Hereford City and County Bank, Hereford—Matthews, Phillips, and Matthews	22,364
Huntingdon Town and County Bank, at Huntingdon, St. Ive's, and St. Neot's.—G. Rust, D. Veasey, and C. Veasey	56,591
Ipswich Bank, Ipswich.—Bacon, Cobbold, Rodwell, and Cobbold	21,901
Leeds Union Bank, Leeds—Brown, J. Janson, Barr, Whittaker, and E. Janson	37,459
Lichfield Bank, Lichfield—J. Palmer and R. Green	22,786
Loughborough Bank—Loughborough, Middleton, Chatterton, and Craddock	7,359
Manningtree Bank—T. Nunn, C. Nunn, and T. Nunn, jun.	7,692
Marlborough Bank, Marlborough and Wilts Old Bank, Marlborough Old Bank, Marlborough Old Bank and Hungerford Bank, and Hungerford Bank, at Marlborough and Hungerford—W. Tanner and G. H. Pinckney	19,073
Merionethshire Bank, Dolgelly—Lewis Williams	10,906
Shrewsbury Old Bank, and Shrewsbury and Ludlow Bank, at Shrewsbury, Ludlow, and Ellesmere—T. Eyton, C. Campbell, W. Bayley, J. Rocke, T. C. Eyton, and W. H. Bailey	43,191
Stamford and Rutland Bank, at Stamford, Uppingham, and Oakham—Charlotte and Eaton, E. Cayley, and R. Nicholson	31,858
Shaftesbury Bank, at Shaftesbury and Hindon—W. B. Brodie and T. King	9,813
Shrewsbury and Welshpool Bank, at Shrewsbury and Welshpool—P. Beck, G. R. Downward, J. Scarth, and T. Beck	25,336
Stafford Old Bank, at Stafford—J. G. Salt, T. Salt, and J. H. Webb	14,166

REGISTERED ELECTORS IN IRELAND.—Through the instrumentality of Sir R. Ferguson, Col. Rawdon, and Mr. Pierce S. Butler (all Irish members), we have obtained a Parliamentary paper, containing returns of the number of Parliamentary electors registered for each county, city, town, and borough in Ireland, in February 1835, 1837, and 1844, &c. The total number of electors registered to the 1st of February, 1835, amounted to 96,051, and the number of those registered from February 1836 to February 1844 inclusive, to 101,196, exhibiting an increase of 5,145. The number registered to the 1st of February, 1837, amounted to 116,529; and the number registered from February 1836 to February 1844, inclusive, being 101,196, a decrease is exhibited, on the 1st of February, 1844, compared with the 1st of February, 1837, of 15,333. The gross total number of county electors registered in Ireland amounted, in 1835, to 64,189; in 1837, to 74,481; and in February 1844, to 57,981, who were registered between that date and the 1st of February, 1836, embracing a period of eight years, there being at present only an octennial revision of the electoral lists in the sister kingdom. Of these 57,981 county electors, 11,728 are 50*l.* freeholders, 4,886 20*l.* freeholders, 1,435 20*l.* leaseholders, 34,187 10*l.* freeholders, 4,612 10*l.* leaseholders, and 1,133 rent-chargers. Thus it will be seen that the great bulk of the Irish county constituency is composed of the 10*l.* and the 50*l.* freeholders, particularly

the former, to whom what is termed the "solvent tenant's test" was proposed by Lord Elliot's Bill to be applied, and the deficiency occasioned thereby to be filled up by the extension of the franchise to tenants paying a rent of 30*l.* a year. In 1837, the number of 10*l.* freeholders was 45,320, or 11,133 more than at present. The gross total number of city and town electors was, in 1835, 20,286; in 1837, 26,693; and in February 1844, 28,137; and the total number of borough electors respectively, 11,576, 11,335, and 15,078. Of these 28,137 city and town electors, 1,204 are 50*l.* freeholders, 561 20*l.* freeholders, 881 20*l.* leaseholders, 211 10*l.* freeholders, 1,449 10*l.* leaseholders, 629 40*s.* freeholders, 14,480 (one-half) 10*l.* householders, and 8,668 freemen. Of the 15,078 borough electors, 257 are freeholders, 14,202 10*l.* householders, 239 5*l.* leaseholders, and 315 freemen. The gross total number of county electors in Ireland now entitled to vote amounts to 57,169, and the number registered after the passing of the Reform Bill was 65,437. The total number of registered county electors on the 1st of February, 1844, amounted to 67,136, and the total number of registered city and borough electors 50,312, making altogether a grand total of 117,448 electors, which is as nearly as possible 1 7-16ths per cent. in proportion to the population. In Great Britain the proportion of the electors to the population is about 5 per cent. or 3 9-16ths per cent. greater than in Ireland.

POOR LAW RETURNS, &c.—A somewhat voluminous Parliamentary paper, purporting to contain a return of the number of orphan and deserted children, under fourt en years of age, at present in the Poor Law Union Workhouses of England and Wales, and of the number of widows receiving out-door relief, with the number of children, under fourteen years of age, dependent upon them for support and subsistence, has been laid before the House of Commons on the motion of the member for Finsbury, Mr. T. S. Duncombe. It was ordered to be printed about three weeks ago, and has just come into our hands. The number of unions in the English counties is stated to be 508. The total number of orphan children (*i. e.* having lost one or both parents) under fourteen years of age in the various union workhouses, on the 18th of March last, amounted to 15,805, of whom 8,846 were males, and 6,959 females. The total number of children under fourteen years of age who have been deserted by their parents amounted, at the same period, to 6,408, of whom 3,409 were males, and 2,999 females. The total number of widows receiving out-door relief on the 18th of March last, amounted to 71,250, and the total number of children under fourteen years of age dependent on them for support and subsistence, to 102,913. In the thirty-eight unions of Wales, there were 514 orphans (274 males and 240 females); 238 children deserted by their unnatural parents (122 males and 116 females); 5,996 widows receiving out-door relief; and 8,611 children depending on them for subsistence. The grand total for England and Wales (inclusive of places under Gilbert's Act) was as follows, viz. 580 unions; 18,261 orphan children under fourteen years of age (10,205 males and 8,056 females); 7,152 children, under fourteen years of age, deserted by parents (3,813 males and 3,339 females); 85,285 widows receiving out-door relief on the 18th of March, 1844; and 119,310 children dependent upon them for support and subsistence.

THE WEST INDIA COLONIES.—A bulky return of the income, expenditure, and debt, for the years 1841 and 1842, for each of the British West India colonies, has just been printed by order of the House of Commons, on the motion of Mr. B. Hawes, M.P. for Lambeth. The following results are obtained:—Of Jamaica, the incomes in 1841 and 1842 amounted respectively to 261,183*l.* and 321,945*l.* whilst the expenditure was respectively 275,053*l.* and 303,195*l.* The debts due by the island at Michaelmas 1841 and 1842 amounted respectively to 546,267*l.* and 613,297*l.* Of Barbadoes, the incomes of 1841 and 1842 were respectively 68,743*l.* and 73,023*l.*; and the concurrent expenditure 58,419*l.* and 55,503*l.*; the debt of 25,000*l.* due to Great Britain has been all paid off. Of Tobago, the revenue in 1842 amounted to 6,720*l.* and the expenditure to 6,703*l.*; there were no debts due. Of Grenada, the incomes in 184 and 1842 amounted respectively to 17,417*l.* and 15,933*l.* and the expenditure to 12,656*l.* and 12,643*l.* Of St. Lucia, the revenue in 1842 amounted to 11,694*l.* and the expenditure to 11,409*l.* Of St. Vincent, the revenue in 1842 amounted to 18,892*l.* and the expenditure to 12,236*l.* Of Antigua, the revenue of 1842 was 17,083*l.* and the expenditure 15,880*l.* Of Montserrat, the net revenue of 1842 was 1,871*l.* and the total expenditure 2,244*l.* Of St. Christopher, the income in 1842 was 6,933*l.* and the expenditure about 6,974*l.* Of Nevis, the income amounted to 8,834*l.* and the expenditure to 8,678*l.* Of the Virgin Islands, the income in 1842 was 2,332*l.* and the expenditure 2,440*l.* Of Dominica, the income in 1842 was 8,504*l.* and the expenditure 7,880*l.* Of British Guiana, the income of 1842 amounted to 248,895*l.* against 163,579*l.* in 1841, whilst the expenditure amounted to 237,789*l.* against 198,233*l.* in 1841. Of Trinidad, the income in 1842 was 109,545*l.* and the expenditure 71,674*l.* Of the Bahamas, the income in 1842 was 21,943*l.* and the expenditure 23,570*l.* It further appears, with respect to other colonies in other parts of the globe, that the income of the Mauritius in 1842 amounted to 255,209*l.* and expenditure to 188,848*l.*

THE METROPOLITAN PARLIAMENTARY REVISIONS.—We understand that Mr. T. J. Arnold has been appointed by Lord Denman the revising barrister of the lists of electors for the city of London, and has appointed to hold his first cour in the Court of Common Pleas, Guildhall, on Monday, the 16th inst. The proceedings of the first day's sitting will be occupied in receiving from the Secondaries the lists of the livery, and from the overseers the lists of the 10*l.* householders. After this formal proceeding, the discussion of the different claims and objections will be proceeded with in the order, which, at its earliest sitting, will, no doubt, be appointed by the Court. In the letter of appointment issued by Lord Denman in his capacity of Lord Chief Justice of the Queen's Bench, the names of Mr. Lancelot Shadwell, son of the Vice-Chancellor of England, and Mr. D. C. Moylan, are associated, and it is presumed that one of those learned gentlemen will take the revision for the county of Middlesex, and the other that of the boroughs of Finsbury, Marylebone, and the Tower Hamlets. As yet, however, no definite arrangement has been made.

ACTS OF THE SESSION.—On Monday the Lord Chancellor laid on the table of the House of Lords a return of the number of the Royal Commissions assenting to public Bills during the present session; also noticing the dates at which such Bills severally were read the first time in the House of Lords. There were eleven commissions, the last being on the 9th of August. To that period, inclusive, 105 Bills received the Royal assent and became Acts of Parliament. Of that number forty-five, or very nearly one-half, were read for the first time in the House of Lords in the course of July. Eleven were read for the first time in August.

THE MAGISTRATE.

Summary.

WE present to-day to our readers the first article upon the proposed amendments of the Law of Settlement. It is from the pen of Mr. Symons, whose useful work on that subject is well known to the readers of this journal. Nothing else demands particular attention.

THE NEW SETTLEMENT BILL.

No. I.

THIS is among the boldest of the measures of Sir James Graham. The object is to sweep away the entire system of pauper settlements and removals—the growth of two centuries of legislation—and to comprise a new law within the compass of an Act of thirty-eight short sections! We must regard this Bill merely as thrown forth to elicit opinion as to what it may be expedient to do; for though there are certain useful provisions in it, yet, as a measure for practical effect, we should regard it as objectionable, not only because we think it crude in design, but fraught with much perilous change. It has certainly the merit of freedom from all prejudice in favour of established custom; and it is only to be regretted that the skill of the compilation has not done better justice to the courage of the demolition. It is true that the old fabric was cumbrous and untoward, and that the difficulties which beset all great changes in old habits have alone prevented the adoption of a substitute at once simple and comprehensive. Sir James Graham seems, however, to have ingeniously embraced all the perils with few of the benefits of innovation. He figures in this measure as a Destructive enamoured of destructiveness. We shall presently shew that he has made changes, of which the only discoverable principle is change for change's sake; whilst in many cases we find well-beaten tracks and rough old roads, well known by travellers, uprooted in favour of new paths, so vaguely defined and complex, that we fear parishes will be sorely puzzled to find their way along them; whilst the change, at the same time, must increase the number of removals.

The general design of the Bill is, first, to make a clear stage of all existing statute laws of Settlement, Removal, and Appeal; then to reduce Settlements henceforth:—

1. To all such as, according to the present laws, have been already established by *actual removal, warrant(a) of removal*, or *written admission* of settlement made before the Act passes.
2. Failing the last-named settlement, to *Birth* Settlement, of which the evidence is simplified.
3. Failing both the foregoing, to *Parental* Settlements, *such as they will be under the new Act*.

These are the positive settlements. Then come two exceptions as to children born in workhouses, &c. and Irish, Scotch, and British Island paupers; and seven classes of cases of irremoveability, some of which form virtually a complicated Marriage Settlement, and another a totally new kind of settlement, which we can only describe as a Resident-industrial-maintenance Settlement; and inasmuch as all cases not provided for are to be relieved where destitution arises, this will supply another class of irremoveables.

Power is given to overseers to admit settlements, and save trouble by amicable adjustment.

There are sections which simplify the evidence of birth, and the taxation of costs in cases of abandonment of warrants of removal. There are then several enactments similar to the old system of examinations and appeals, with provisions for appeals by Boards of Guardians in England and in Ireland, and of Kirk Session, &c. in Scotland. This gives a glance at the skeleton of the Bill.

We shall now proceed to analyze and explain its provisions *seriatim*, inviting the especial attention of Magistrates, Clerks of the Peace, Boards of Guardians, and Overseers, to their practical bearing. The text may be referred to in the LAW TIMES of Aug. 31, p. 411, and the matter will be found to divide itself under these six distinct heads:—1. Repeal of existing Laws; 2. Settlements; 3. Removal and Irremoveability; 4. Evidence and Examinations; 5. Appeals; 6. Maintenance and Costs.

1. REPEAL OF EXISTING LAWS.

The Act recites thirty statutes, which it repeals. The object is clearly to remove all existing Acts, and substitute one comprehensive one in their stead; this is highly desirable, but the work is somewhat imperfectly done. The statutes require to be more perfectly searched and cleared, but substantially the purpose is answered. It is not of the removal of the old wilderness that we complain, but of the imperfections of the restoration.

2. SETTLEMENT.

The second section starts with a gross oversight; its object is to confirm *all* settlements already established by removal, or whatever is tantamount to a formal admission of the settlement by the parish in which the settlement is. But it is enacted that a pauper who has "been removed, or *directed to be removed*, to *any* parish under *any* warrant of removal not abandoned or quashed before or after the passing of this Act," &c. shall be deemed to be settled therein. According to this loose language, it is not the least necessary that the warrant of removal or notice of chargeability, or any sort of advertisement, shall have been sent to the parish sought to be charged with the pauper. The order may have been made, and the sending of it delayed; it is nowise incumbent to send it at once; and orders may be now made directing paupers to be removed by thousands, which would fall within the letter of this clause, when the Act passed, defeating its spirit; moreover, there is no provi-

(a) This word "warrant" means, we presume, *order* of removal; but inasmuch as the latter word expresses its meaning very well, is understood in every parish in the land, and is two letters shorter than *warrant*, what is the good of this verbal change?

sion that it shall be in virtue of the *last* order whereby removal has been made or directed that the pauper shall be deemed to be settled: an order prior to a subsequent one would also satisfy this clause. This section goes on to provide for appeal against all pre-existing orders as if the Act had not passed. This scarcely removes the evil resulting from the looseness of the former part of the clause. It merely gives a resource in litigation. The Bill will inevitably give a sudden impulse to removals. "Now or never" will be the maxim of all parishes who see either in the existing law or the vagueness of section 2 in the new bill, a chance of ridding themselves of the incubus of paupers even on doubtful grounds of removal. On the other hand, in as far as this section avoids the unsettling of certain settled cases, it is, *pro tanto*, right: so far so good; but why did not the matter rest here? Why go on and provide for the addition of more settlements to a class which the measure denounces? If the actual removal has not taken place in the wrong direction, why facilitate its being perpetrated now? There is always an evil in removal, abstractedly, which is the principle on which it is best to let existing arrangements remain as they are, as much as possible. The latter clauses in this section seem to let in as much removal and as much litigation as possible on the condemned system, giving it a sort of posthumous power of mischief; mischief, at any rate, in the eyes of the authors of the Bill, or they would not have abolished it at all. This is scarcely consistent.

Section three introduces the new Birth Settlement, or rather the old one turned upside downwards; for, hitherto, it has been the last resource, and now it is to be first sought for in new cases; and when the old settlements have died off it will be the first in all cases; the other being a temporary, but this a permanent settlement; and seeing that the cases are very rare where the birth-place cannot be ascertained of a living person, and the evidence of it being simplified as hereinafter to be described, it may be said that substantially birth will be *the* main settlement henceforth; invaded, however, by the newly-devised irremoveability, which we reserve for its proper place in Section 8.

Birth Settlements are doubtless very simple in their nature; but, rightly or wrongly, they do not happen to have been hitherto the settlement of any large number of our folk: inasmuch as any other of the eight kinds of settlement supersede them. This is a very important point; for it follows, that by this Bill a vast number of existing settlements will be changed; and did the Bill afford no other ground for it, every parish in the country will put itself into a ferment of birth-place inquiry. Many paupers actually chargeable and quietly maintained where they are, will become removeable, and be removed; and all persons not paupers, who have gained or derived settlements where they are by parentage, service, rate payments, tenement occupany, estate, office holding, marriage, or apprenticeship, who may have located themselves and lived to old age where they are, will be hereafter liable to be "warranted" away whenever they want relief, unless they have been born where they have lived, or are otherwise irremovable. Also numbers of persons who by service, tenancy, or otherwise, have gained settlements, after migrating to Manchester, Birmingham, and the other immense fields of newly-grown population, are returnable to their birth-places, while the compliment cannot be repaid by the country parishes; the proportion of burden will thus be clearly disturbed; and it will be seen that the industrial-maintenance-residence-irremovability clause only affects those who have resided for full *five* years in the same parish prior to chargeability, and in ordinary employment, which, with many in the manufacturing districts, is not the case.

When the birth-place cannot be ascertained, the birth-place or other settlement *under the new Bill*, first of the father, and then of the mother, becomes the pauper's settlement. As far as our knowledge of these matters goes, we believe that these cases will be very rare. The birth-place of the pauper will almost always be found, and wherever it cannot, it is not likely that that of the parents will be more easily got at. Except, therefore, in the few cases where the parent has been removed, and takes settlement under the second section, this parental settlement will be nearly a dead letter. The clauses which constitute irremovability do not, according to the technical wording of the Bill, constitute *settlement*; therefore such cases will not give the children above sixteen years of age a settlement where their parents are merely irremoveable; the clause providing that the pauper shall "be settled in any parish in which his father would, if living after the passing of this Act, be *settled*." Irremovability takes effect where he is *not* settled.

The Bill extends hereditary settlements only to one generation. The grandfather or grandmother; and, as the Bill terms them, "any more remote ancestors" of paupers, can transmit no right of settlement to their posterity.

By the *fifth* section of the Bill there are exceptions to the birth settlement in cases where the child is born in a workhouse, lying-in or other hospitals, lunatic asylums, or prisons, the mother not residing in such parishes. In the case of births in workhouses, the clause provides that the child shall take its mother's settlement: in the case of births in hospitals, &c. it is silent as to the settlement the child gains; it is an inference from section 3 that it takes its parent's settlement, but if so, why is it not stated in section 5? The express provision in the case of workhouse births leads to uncertainty how it is to be in the latter part of the same section, where there is an omission of such express enactment as to births in prison, &c. This section is intended as a modification, we believe, of the 9 Geo. 1, c. 7; 54 Geo. 3, c. 170, and other statutes; but if so, why modify them to so little purpose as to create a doubt, where three words would remove it? The section also negatives the birth-place settlements of children born of mothers under warrants of removal, without any enactment where they are to be settled. It is now held on the authority of *R.* v. *Salkeld*,(b) that the child is settled where the mother shall be decided to be settled. But section 3 would make the father's the child's settlement, and the Act ought to provide plainly for these cases, and remove all doubt both as to legitimate and illegitimate children born under these peculiar circumstances.

Section 6 assists the repeal section, and enacts that no person shall be deemed to be settled in any parish in any other than one of the several manners herein provided; and this renders it the more incumbent that the settlements intended to be given should be more explicitly defined.

We shall recur to this subject next week.

POOR LAW PRACTICE.

(From the Official Circular of the Poor Law Commissioners.)

(Continued from page 418.

BASTARDY.

1. APPLICATION FOR ORDER IN.

March 6, 1844.

Clerk of Newcastle-Emlyn Union—Stated, that an application had been made by the guardians of the Newcastle-Emlyn Union to the justices in petty sessions, at Trelech, in Carmarthenshire, for an order of affiliation of a male bastard child of Mary Davies, on Thomas Howell,—the notice stating the chargeability to be in the parish of Kilrhedin, to which parish Mary Davies was then chargeable. The application was dismissed by the justices, on the ground that it was not preferred within three months from the time of the chargeability first occurring. It was proved that Thomas Howell kept out of the way to avoid service within the three months. Mary Davies subsequently became chargeable to the parish of Kenarth, and was sent by the relieving officer to the union workhouse, being then chargeable to that parish. The guardians made application on behalf of the parish of Kenarth to the justices in petty sessions, at Newcastle-Emlyn, for an order of affiliation. On the hearing, the counsel for Thomas Howell objected that it was not competent for the justices to entertain the case, it having been dismissed when the chargeability was to the parish of Kilrhedin.—Requested the Commissioners' opinion upon the case.

Ans.—Although the terms of the 1st section of the 2nd and 3rd Victoria, c. 85, are by no means free from doubt, the commissioners, looking to the object of that statute, are disposed to think, that an order of affiliation cannot now be made on Thomas Howell, in respect of the bastard child of Mary Davies, under the circumstances stated in your letter. As both the parishes of Kilrhedin and Kenarth are in the Newcastle-Emlyn union, and as the guardians of the union, and not the overseers of the respective parishes, are the parties to apply for the order, the application might have been made within three months from the commencement of the first chargeability; and as the object of the statute was, to enforce some limitation of time on application for orders, it would in fact be defeating its intention, and doing away with the restriction, to hold that the guardians could apply, on a chargeability occurring in another parish in the same union, after omitting or failing to obtain the order in the first instance. At the same time, the commissioners admit that the expressions in the Act—"when any child, &c. shall become chargeable to *any* parish, &c."—certainly leave room for doubt; and it remains, of course, for the justices themselves to act according to their own view of the intent and purport of the statute.

2. EVIDENCE OF AUTHORITY TO MAKE APPLICATION IN BASTARDY.

Feb. 7, 1844.

Clerk of Skipton Union—Inquired, whether in applications in bastardy it was competent for the solicitor for the putative father, under 5 & 6 Vict. c. 57, to call for the production of a copy of the board of guardians' minute, signed by the chairman, sealed with their seal, and countersigned by the clerk, authorizing the application to be made. It had not been the clerk's practice to produce a copy of such minute; and in cases of removal his *virâ voce* evidence of the fact of chargeability had been deemed to be sufficient.

Ans.—In the opinion of the commissioners the putative father might very properly request, and the justices might also very properly require, the production of a copy of the guardians' minute, duly signed and sealed, authorizing the application for the affiliation order. The statute (5 & 6 Vict. c. 57) expressly points out a mode of proceeding in such cases, calculated to remove all doubt as to the authority for the application to the justices; and the commissioners are not aware of any reason why that course should not be followed. With regard to the proof of chargeability, the statute does not declare that what was legal evidence of chargeability before its passing is not to be deemed legal evidence now, although it simplifies the proof. It appears to the commissioners that the justices may proceed upon any other legal proof of the chargeability, besides that referred to in the above-mentioned statute.

3. BASTARD—COST OF MAINTENANCE.

Feb. 24, 1844.

Clerk of Market Drayton Union—Stated, that application had been made to the guardians for relief for Henry Chesters, an illegitimate child, aged fourteen years, who was then ill; an order of affiliation had been obtained prior to the passing of the Poor Law Amendment Act, and the putative father had paid towards the maintenance of the child till some time after the passing of that Act, since which time the mother married. Inquired,—whether the guardians ought to apply, in the first instance, to the putative father, or to the husband of the child's mother, for its maintenance; and if the application ought, in the first instance, to be made to the mother's husband,—whether, in the event of his being unable to maintain the child, the putative father could be called upon to do so.

Ans.—Having regard to the decision in *Lang* v. *Spicer* (1 M. & W. 129), the commissioners apprehend there can be no doubt, that the stepfather of Henry Chesters is primarily liable for the child's support. Whether in the event of the stepfather being unable to maintain the child, the putative father can be called upon to contribute to its support, is not so clear. But, looking to the tenor of the remarks made by the judges in the case of *Lang* v. *Spicer*, the commissioners think it, at least, very doubtful whether the putative father would be held liable, in such a case as that of Henry Chesters.

4. RECOVERY OF RELIEF TO THE MOTHER.

Feb. 15, 1844.

Clerk of Hursley Union—Stated, that on the 27th Dec. 1842, a pregnant young woman was received into the workhouse of the Hursley Union; on the 13th June,

(b) 6 Maule & Sel. 408.

1843, she gave birth to the child who had been previously affiliated. The father of the child had been absent until recently, and he, the clerk, was now called upon to make out an account for the maintenance of the mother and child, including the fee paid to the midwife, to be presented to the justices with the view of enforcing payment from the putative father. A doubt having been suggested as to the liability of the putative father to the expense of *maintaining the mother*, and to the midwife's fee, requested the commissioners' opinion on the subject.

Ans.—The commissioners call your attention to the second and third provisos in the seventy-second section of the Poor Law Amendment Act; from which you will perceive that the amount recoverable from the putative father, under an order of affiliation, is in no case to exceed the actual expense incurred for the maintenance of the bastard child while chargeable to the parish; and that no part of the money paid by the putative father, in pursuance of the order, is to be applied in any way to the support of the mother. The midwife's charge being an expense incurred on the mother's behalf, is not recoverable under the order.

(*To be continued.*)

THE LAWYER.

Summary.

THE decision of the three law lords, overruling the majority of the judges, and the opinion of Lords Lyndhurst and Brougham, occupies the thoughts of every one in the Profession, as to its legal results; while the public at large are equally engrossed with the consideration of the strange uncertainty of the law, and the anticipation of the course which the martyrs, or lucky conspirators (the term varies according to the respective political tenets of the speakers), will now take. We had hoped to have obtained a printed copy of the opinions of the judges, but were disappointed. They are, however, now to be printed for the use of the House of Commons, and we shall probably then recur to them. The other important decision in *Gray* v. *The Queen* will be reported at greater length next week, as, through the kindness of Lord Brougham, we have been furnished with a copy of the judges' opinions. We shall give next week the first of the promised articles on the Transfer of Property Bill.

THE PROPERTY LAWYER.

WHAT IS THE ENJOYMENT OF A RIGHT WITHOUT INTERRUPTION.

This interesting question was raised, argued, and determined in the case of

CARR v. FOSTER and OTHERS.

(Reported 3 Q.B. N.S. 581.)

The facts of the case were as follows. The plaintiff claimed a right of common of pasture for cattle *levant* and *couchant*, on *Newby Moor*, by reason of the possession of a certain farm called *Measingscales*, of which he was tenant, and the tenants for forty years previously had exercised such right, save that, about eighteen years before, the owner of the farm occupied it, and having no commonable cattle, did not use the common for two years. Upon these facts a verdict was taken in the court below, and ultimately in the court above the question was raised whether this cesser of enjoyment for the two years defeated the plaintiff's case, the stat. 2 & 3 Wm. 4, c. 71, ss. 1 & 4, requiring that the profits should "have been *actually taken and enjoyed*," "*without interruption, for the full period* of thirty years" "next before" action brought.

It will be unnecessary to repeat the arguments of counsel, or to collect the cases cited, for the point was a new one, and the judgment alone is important to the reader.

The Court unanimously ruled that the common had been enjoyed for the full period of thirty years, notwithstanding the interruption.

"DENMAN, C.J.—I am of opinion that the thirty years' enjoyment was sufficiently made out. There must be some interval in the enjoyment of all such rights, and it must be a question for the jury in each case, whether the right was substantially enjoyed for the requisite period. It has been ingeniously argued that a thirty years' enjoyment cannot have taken place where there has been a two years' intermission. But the words of sec. 1 are 'without interruption,' not 'without intermission.' And the intermission must be a matter open, in every case, to explanation. Sec. 6 enacts that no presumption shall be made in favour of any claim, on proof of the right having been exercised for a less period than that prescribed by the Act in the particular case. But that provision is meant only to encounter presumptions, from an exercise of the right during such an imperfect period, that it was exercised in older times. The effect of the clause is that a claimant, proving enjoyment for less than the specified time, shall not, on that ground, carry back his right to a period before that which his proof extends to. But this does not affect the mode of proof; and, where actual enjoyment is shewn before and after the period of intermission, it may be inferred from that evidence that the right continued during the whole time.

"PATTESON, J.—I think there is no difficulty in the construction of the statute. 'Interruption' in sec. 1 must clearly mean an obstruction by the act of some other person than the claimant, not a cessation by him of his own accord. And when especially we refer to sec. 4, which provides that no act shall be deemed an interruption unless 'acquiesced in' for one year after the party interrupted shall have had notice, there cannot be the slightest doubt on the point. Indeed the defendants' counsel did not rest the case so much on interruption as on sec. 6. By sec. 4 it is enacted that the period to be relied upon must be one immediately preceding the commencement of the action; and sec. 6 excludes any presumption from proof of the exercise of right during a less period than the previous clauses require. Formerly an immemorial enjoyment was presumed from proof going back to the extent of living memory; now, by sec. 6, that is no longer permitted. But no difference is made as to the proof of an intermediate user. It is always for the jury to say whether, during any intermediate part of the period, an actual enjoyment has been had. How many times the right has been exercised is not the material question, if the jury are satisfied that the claimant exercised it as often as he chose. It is suggested that the argument for the plaintiff might apply equally if there were a cesser for seven years. I am not prepared to say that it would not. It might be that, under the circumstances, the party had no occasion to use the right. The question would always be for the jury. So long an intermission would be a strong piece of evidence against the continued right: but it would be for them to determine. The Act makes no provision for such a case, sec. 6 relating only to the non-presumption of right at a period antecedent to that over which the proof extends.

"WILLIAMS, J.—I am of the same opinion. 'Interruption' means an obstruction, not a cesser or intermission, or any thing denoting a mere breach in time. There must be an overt act, indicating that the right is disputed. Before the statute, in cases relating to common, it was very usual to explain the ceasing to turn on cattle by the fact that there were not, at the time, commonable cattle to turn on. No necessary inference arises from a cesser during two, three, or seven years. In this particular case enjoyment for the requisite period was abundantly made out."

LEGAL INTELLIGENCE.

Court Papers.

CHANCERY SITTINGS.

MICHAELMAS TERM, 1844.

AT WESTMINSTER.

LORD CHANCELLOR.

Saturday .. Nov.	2	—Appeal Motions
Monday........	4	—Petition Day Petitions
Tuesday	5	Appeals
Wednesday	6	Appeals
Thursday	7	—Appeal Motions
Friday	8	Appeals
Saturday........	9	Appeals
Monday........	11	Appeals
Tuesday........	12	Appeals
Wednesday	13	Appeals
Thursday	14	—Appeal Motions
Friday	15	Petition Day. Unopposed petitions and Appeals
Saturday	16	Appeals
Monday........	18	Appeals
Tuesday........	19	Appeals
Wednesday	20	Appeals
Thursday	21	—Appeal Motions
Friday..........	22	Petition Day. Unopposed petitions and Appeals
Saturday	23	—Appeals
Monday........	25	—Appeal Motions and ditto.

VICE-CHANCELLOR OF ENGLAND.

AT WESTMINSTER.

Saturday .. Nov.	2	—Motions
Monday........	4	—Petition Day. Petitions.
Tuesday	5	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	6	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Thursday	7	—Motions
Friday..........	8	Unopposed Petitions, Short Causes, and Causes
Saturday	9	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Monday	11	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday......	12	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	13	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Thursday	14	—Motions.
Friday..........	15	Petition day. Unopposed Petitions, Short Causes, and Causes.
Saturday	16	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Monday........	18	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday	19	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	20	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Thursday	21	—Motions
Friday	22	Petition Day. Unopposed Petitions, Short Causes, and Causes
Saturday	23	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Monday........	25	—Motions.

VICE-CHANCELLOR KNIGHT BRUCE.

AT LINCOLN'S INN.

Thursday .. Oct.	31	Bankrupt Petitions.
Friday .... Nov.	1	Bankrupt Petitions.

AT THE GUILDHALL, WESTMINSTER.

Saturday	2	—Motions and Causes
Monday......	4	Petition Day. Petitions and Causes
Tuesday........	5	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	6	—Bankrupt Petitions and Causes
Thursday	7	—Motions and Causes
Friday..........	8	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Saturday	9	—Short Causes and Causes
Monday........	11	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday........	12	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	13	—Bankrupt Petitions and Causes
Thursday	14	—Motions and Causes
Friday	15	—Petition day. Petitions and Causes
Saturday	16	—Short Causes and Causes
Monday........	18	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday......	19	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	20	—Bankrupt Petitions and Causes
Thursday	21	—Motions and Causes
Friday	22	—Petition Day. Petitions and Causes
Saturday	23	—Short Causes and Causes
Monday	25	—Motions and Causes.

VICE-CHANCELLOR WIGRAM.

AT THE GUILDHALL, WESTMINSTER.

Saturday .. Nov.	2	—Motions and Causes
Monday........	4	—Petition Day. Petitions and Causes
Tuesday........	5	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	6	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Thursday	7	—Motions and ditto
Friday..........	8	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Saturday	9	—Short Causes and ditto
Monday	11	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday........	12	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	13	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Thursday	14	—Motions and ditto
Friday	15	Petition Day. Pleas, Demurrers, Exceptions, Causes, and Further Directions
Saturday	16	Short Causes, Petitions, (unopposed first), and Causes
Monday	18	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Tuesday......	19	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Wednesday	20	Pleas, Demurrers, Exceptions, Causes, and Further Directions
Thursday	21	—Motions and Ditto
Friday..........	22	Petition Day. Pleas, Demurrers, Exceptions, Causes, and Further Directions
Saturday	23	Short Causes, Petitions (unopposed first), and Causes
Monday.......	25	—Motions and Causes.

THE LEGAL PROTECTIVE ASSOCIATION.

[BY OUR OWN REPORTER.]

IN pursuance of the advertisement which appeared in our columns on Saturday, and in those of the daily journals, a meeting of members of the Legal Profession was held on Monday last, at the Gray's Inn Coffee-house. There were about sixty members present.

DAVID WIRE, Esq. having been called to the chair, said, that he had been placed in that prominent situation by the unavoidable absence of his learned friend Mr. Ashurst, and he hoped that the meeting would excuse any defect he might possibly make in his attempt to perform the duties he had undertaken, and trusted that he should meet with their support. The object of the meeting had been stated in the advertisements; it was for the purpose of forming an association for the protection of the members of the Legal Profession. The necessity for such an association, doubtless, would be made evident to everybody in the room, and to the Profession at large. (Hear, hear.) It might, however, be asked, what was the necessity for another association, seeing that there was already one association of the members of the Profession, incorporated by royal charter, and having duties like those which were proposed to be intrusted to this association? Now, it was true there was an association of what might be called the aristocracy of the Profession that had been formed, and to whom had been delegated the power of endeavouring to better the condition of the members of the Profession, by preventing irregular prac-

titioners from creeping into the Profession, by watching over all the interests that might affect professional men, and by occasionally lending its aid and sanction to new and important measures for the reform of the law. Had they, then, a necessity for this meeting? Simply, he apprehended this—that the society which they were anxious to form would embrace many objects which were not embraced in the old institution, and would be more active, and would exhibit a greater desire to undertake duties connected with the advancement of the interests of the Profession than could be expected of the old corporate body. He knew that the junior members of the Profession had long felt that their interests had not been adequately represented by the Law Society (cheers); why that was, of course he could not tell. Although a member of that body, he pleaded guilty to never having been present at any one of its meetings, and consequently if they had not moved so quickly and so promptly as they ought to have done to protect the interests of the Profession, he had to take upon himself part of the blame for so doing. But when the advertisement that convened this meeting was read, it would be seen that there were many objects that were embraced by this society, and which could not be undertaken by the larger society; but, let it be understood, as between the two bodies, there would be neither hostility nor collision; one should attempt to assist the other, and both should move together harmoniously to accomplish the objects that brought them together. (Hear, hear.) The advertisement stated that one of the objects of this society was to promote and support the general interests and privileges of the Profession. Now, doubtless those who did not belong to the Profession would think this a very self-interested motive, and undoubtedly it was so (hear); why should it not be? Why should not the lawyers, as such, have their own interests at heart as much as any other class of men in the empire? (Hear.) They had certain privileges committed to them by the Legislature to exercise for the general benefit of the community; it was, therefore, right and proper they should meet, associate, and combine to watch over those privileges. Now, how did they become possessed of their privileges? First of all, they had to serve a clerkship of five years, and on entering on that clerkship they had to pay a heavy duty to Government; on the expiration of that clerkship they were subject to a rigid examination as to their knowledge of the profession on which they were about to enter, and if they were found qualified, they had to be admitted, and again the revenue met them and they had to pay a large sum in the shape of stamp-duty, on obtaining their certificates. The revenue did not leave them there, for so long as they were in practice it met them every year, and demanded from them fo. the privileges conceded to them for practising, an annual sum, so that the Profession might be said richly to contribute to the revenue for the privileges conferred on them after a proper examination of their qualifications. He, therefore, thought it right they should meet and associate together for the purpose of protecting the privileges which they had dearly purchased, and which they yearly paid to keep. The next object of this association was to watch over all legislative interference tending to curtail or abrogate the just rights of the Profession. Now it was known that various Acts of Parliament had been from time to time passed which the members of the Profession felt had infringed their duties and cut down their emoluments under the shape of reform. He had ever been, and he trusted he should continue to be, a legal reformer in the highest sense, yet he felt satisfied that if these measures that had lately been carried through the Legislature had been submitted for examination to the Profession at large, who had the interests of the public to watch over—while all that was necessary for the sake of reform would have been carried, the just rights of the Profession would not have been curtailed. (Hear.) Now, what was the object of all this reform? Had it enhanced the Profession in the estimation of the public? Had it increased their respectability? He replied that it had not, and that in every court in which practitioners had been admitted it would be seen there had been a deterioration in the character, respectability, and qualifications of the Profession. Now, was this right for the public? To whom did the public look? To the professional man—the man of station—the man of education—as one who had a character to lose, and who, seeing the great interests which were committed to him by his client, would sooner do any thing than sacrifice those interests. But see how those interests had been sacrificed. See how many persons who had attached themselves to men not qualified to practise—who had crept into the Profession irregularly, or who were practising in the name of attorneys to whom they paid an annual sum—see how they had to complain of the exorbitant charges for business conducted by that class of men, and the consequent loss and misery they had to endure. Now, he said, all these evils were created by the Profession not having taken proper steps to protect their interests; and while, on the one hand, he believed the Profession at large were not less anxious than others of carrying those just measures which were for the protection of the poor as well as the rich; on the other hand, they would not have engaged in those rash, ill-judged, and unfortunate measures which had received the sanction of the Legislature. (Hear.) Now, another object of this society was to suppress, oppose, and prosecute (if necessary) all cases where unqualified persons usurp either the duties, profits, or privileges of the Profession. Now, here he begged to say he thought the Law Society had not done its duty. (Cheers.) He was not opposed to it—he hoped this society would not be opposed to it; yet he thought that, after the formation of this society, the Law Institution would be compelled to do its duty; and it would then be seen that that class of persons he had alluded to would entirely disappear from the Profession, and the practice would simply be confined to those regularly admitted, and who had a standing and character. (Cheers.) Another object of this association was to assist in obtaining all useful and practical reforms and amendments of the law. He was pleased to find this as one of the items in the enumeration of the objects of this society; because, if he had come to this meeting and found it simply an association of his brethren in the Profession to oppose all just and practical reform, he should have recoiled, and not become a member of the association, because he did think that the law, like all other sciences, must progress with the increase of intelligence and the wants of the people. (Cheers.) As time was the great innovator, as a Lord Chancellor had once observed, undoubtedly there were innovations and alterations necessary to meet the coming exigencies and the intelligence of society, and, therefore, the law could not stand still any more than any other branch of science or trade. It was, therefore, essentially necessary that there should be just and practical reform—that they should place the law within the reach of the poorest, and yet that the richest should not be allowed to escape; and he was satisfied that the only way to attain those just, practical, and useful measures of reform was to embody the Profession in an association, to watch over the crude measures of men who were neither lawyers themselves, and could never have the necessary qualifications to fit them to be legislators. (Cheers.) Let them look at the laws as they were framed and embodied in Acts of Parliament two or three hundred years since. If they took up an Act of Parliament of that date, and looked at it, they would find it simple in language, clear, and intelligible; imposing penalties without ambiguity, so that every man, though almost a fool, could understand an Act of Parliament at that period. And why? Because the greatest of all intelligence, and the most extensive of all learning, were always applied to the construction of an Act of Parliament; and, prior to its being introduced into the House of Parliament, it had the sanction of the great heads of the Profession. (Hear.) But, nowadays, instead of any such thing as that, a man got into Parliament, and by virtue of his seat, assumed the quality of a legislator, and, without understanding the first elements of law, the first thing he did was to try his hand at constructing Acts of Parliament. Look at Acts of Parliament, and see how they have multiplied! Instead of being reduced into a small compass, so that the lawyer might take almost all the written laws in his pocket in the Long Vacation, and study them at his leisure; now he needed two or three waggon loads, if he would understand the number and variety of acts and offences and rights to be secured, or attempted to be secured, by Acts of Parliament; so that it had become a proverb and byword that Acts of Parliament were so constructed that never one passed the Legislature but what one might drive a coach-and-six through it. (Hear, hear.) Now this ought not to be the case, but an Act of Parliament should be plain, intelligible, simply accomplishing its object, embracing one object, and only one within the meaning of the Act. Therefore, he was delighted to find that one of the objects of this association was to assist in obtaining useful reform—not to obstruct Lord Brougham, the greatest law reformer of the age, the man who knows most theoretically and least practically of the law of any man—(hear, hear)—the great legal functionary who was raised to the present condition he enjoys of honour, simply through the favour of the Profession—the man who seemed to have had given to him the gift of speaking that he might utter calumnies on the body by which he had been raised into eminence, and who used his power to obstruct the course of justice, and to intercept the mercy of the Legislature. (Hear.) He thought the Profession were better judges than Lord Brougham of the practical operation of the law (hear), and though he might, in his fallen state, desire to raise up his reputation by being the poor man's friend (hear), he (the chairman) wished it to go forth to the public that there were other poor men who needed the protection of the law as much as the poor debtors. (Hear, hear.) There were such men as poor creditors; there were men who had trusted their property into the hands of others, and who ought to be assisted by the law of the land in having cheap and efficient remedies to punish the fraudulent debtor, and to compel the unwilling to pay; and the sympathy of the public and of the Profession should not be wasted altogether upon those who languished in prison simply for this reason—in 99 cases out of 100—because they would not yield an honest account of their property, nor give satisfaction to the creditors who had been compelled to put them there. (Hear.) Why, he could tell the meeting of many cases, within his own limited experience, of debtors who had been year after year in prison, because they had refused to do justice to their creditors; and yet the whole and entire sympathy of the public was to be wasted upon persons of bad character and fraudulent intentions, who have been trusted by those who have no adequate remedy to recover their debts. Another object is to maintain the respectability of the Profession by an honourable and liberal mode of practice. Now he liked that, and doubtless every gentleman in the room liked it. (Hear, hear.) They all liked to be on terms of friendship with one another; and though they might be opposed to each other in the different suits in which they were professionally engaged, that was no reason why their personal feelings should be estranged, and that they should not sympathize in a spirit of friendship, in a desire to carry on the practice of the law with an honourable and liberal feeling, and with an anxiety only to do justice to the interests confided to their care. (Hear, hear.) He felt satisfied that that anxiety might be gratified to the utmost by discountenancing the shabby practice of all shabby practitioners, by marking them out as men out of the pale of the community, and who, having crept into the Profession as they had done, ought to be scouted by every honourable man. (Hear.) Another object was to adopt measures for obtaining a friendly co-operation with all law societies (provincial or local) having similar objects in view. This of course was only carrying out the object before mentioned; and ti was of the highest importance that they should have communication with their brethren scattered over the country; and he knew that many of them would hail a society like this, and belong to it, and be ready to communicate anything affecting the interests of the Profession and the public at large. He had now stated—he was afraid, from having been called to the chair very unexpectedly—very imperfectly, the objects of the institution they had met to form. He regretted there were not present some of the elders of the Profession; but when he looked to the period of the year, when every one who could was anxious to get away to enjoy himself and recruit his health and strength, to enable him to renew his labours at the proper time, he was only surprised to find so large a meeting as that before him: and it proved the necessity of the association, and the anxiety of all to belong to it, and to promote the objects communicated in the advertisement. He was requested to announce to the meeting that the public had not yet quite made up its mind that Lord Brougham was right in the legal measures he had introduced; and as a proof of that, since Thursday night last there had been sent up to the committee petitions from nearly 200 of the principal towns in England, including the very domicile where Lord Brougham lived,—Penrith, Carlisle, and Appleby,—against the last Act of Parliament, settling

forth the evils likely to accrue from it, and expressing the opinion he (the chairman) had before expressed, that it was desirable that in all future legislation, both creditors and debtors should be taken into account. The petitions, however, which had been got up contained upwards of 15,000 signatures; so that it was quite apparent, that if the question had been put to the country, as to the propriety of granting Lord Brougham's Bill, the country would have answered by a very large majority, that it had better have been postponed until some practical persons had looked at its details. (Hear.) Lord Brougham himself did not understand the Bill, and it had received a different interpretation from the judges, to whom its operation had been intrusted.

Mr. GODFREY GODDARD then said, that the resolution he had the honour to propose was, "That all attorneys and solicitors, beside being compelled to serve a clerkship of five years, and obliged to pay heavy duties and other fees, both on their articles and admissions, and also a considerable stamp-duty for liberty to practise, that such duties were imposed by the Legislature for the purpose of insuring the respectability of the Profession, by keeping the practice of the law in the hands of properly educated and responsible persons; and that it is essentially for the benefit of the public at large that none but persons duly qualified should be allowed to practise in any of the Courts of Law, Equity, or Bankruptcy." Those were the words of the resolution, and to shew that the Profession was entitled to some protection on the part of the Legislature, and to shew that they paid for the protection they ought to receive, he would merely read a few words to shew the annual amount the Profession paid to the Government of this country. The number of persons practising as attorneys in England and Wales was nearly 11,000, having paid for their articles of clerkship 120*l.* each, amounting to 1,320,000*l.*; in addition to which they paid for admission 25*l.* each, making 250,000*l.* more; and they were paying for certificates an annual sum of 100,000*l.* In spite of all this, the Profession were now called on to surrender the rights and privileges which they had paid for, and they would have to do so, unless they bestirred themselves, and took an opportunity of speaking in their own defence. (Hear, hear.)

Mr. LEWIS FRAMPTON seconded the motion, which

The CHAIRMAN put to the meeting, and it was carried unanimously.

Mr. FYNMORE then moved the next resolution, as follows:—"That it is notorious that various unqualified persons, under the pretence of being clerks or agents to attorneys and solicitors, are in the habit of practising as attorneys both in the courts of law and bankruptcy, to the great detriment and injury of the qualified practitioner, and in defiance of various Acts of Parliament which impose heavy penalties on all parties so offending." He believed this fact was so well known to most of the members of the Profession, that he felt satisfied it would be the object of this association to punish such parties as far as they could. (Hear.) Reference had been made to the Incorporated Law Society, and it was much to be lamented, perhaps, that they had not taken proceedings against parties who had so offended; but when the power was placed in the hands of an individual society like that now about to be formed, he trusted they would feel it to be to their own interest to prosecute all such parties. (Cheers.)

The motion was seconded by Mr. FITCH, and carried unanimously.

Mr. WATSON rose to move the next resolution, and expressed his regret that the honour of moving it had not fallen into the hands of a more experienced member of the Profession. There could, however, be no question of this, that the time had arrived when it behoved the Profession at large to unite themselves for the protection of their mutual interests. Unfortunately for some of the Profession, the very name of a lawyer had become a byword, and even a disgrace, in the minds of the many. (Hear.) He trusted that the members of this association would exert themselves to place the Profession in such a position in society as its respectability merited. He concluded by moving the following resolution:—"That, in order to protect the rights and privileges of the Profession against such unjust and illegal interference, and to prosecute and punish the same in all cases where it can be satisfactorily detected, and to assist in obtaining all useful and practical reforms and amendments of the law, it is expedient that an association of the attorneys-at-law and solicitors of the United Kingdom be forthwith formed, this meeting being decidedly of opinion that such an association will insure an honourable and liberal course of practice in the Profession, and confer an important benefit on the community at large."

The motion having been seconded by Mr. BLAKE, was put and carried unanimously.

Mr. TOWNSEND, in moving the next resolution, said, that he felt fully persuaded that the enemies of the Profession, and the friends of a certain noble lord, would not read an account of this meeting without making observation on its proceedings and those who composed it; that they would be told they were getting up an association for their own profit alone; and that it would be said they were afraid of their pockets, and of their profits being diminished, and that people would be afraid to go to law, for that the lawyers were like second Neros, and desired to hunt men to prison. Now, he begged to say that lawyers were as humane men as the generality of persons (hear); that, like all other parties in the community, they were affected by bad laws, but as far as this late measure of Lord Brougham was concerned, the lawyer would profit rather than suffer from it. (Hear.) It might be a matter of some surprise at first, that, as lawyers, they took such an interest in this measure; but they were men knowing the law, they were men of intelligence, and most likely to see the ruinous consequences such a Bill as that would bring upon a commercial nation like England. He considered that the Insolvent Debtors Act, if allowed to remain, would operate in favour of the attorneys, who would grow very quickly rich, whilst the nation would become bankrupt. He was sure they would all deplore that, for they were not such mercenary men as to desire to profit themselves by the ruin of their neighbours (hear); but the consequence of this Act would be that creditors would soon have to follow their debtors to prison, in consequence of the losses they would sustain. It had always been the intention of the Legislature to insure a respectable body of practitioners, because they knew that, whatever the law might be, unless it was carried out by a respectable body, it never would be beneficial or satisfactory to the community. Although there were a great many black sheep in the Profession, yet, as a body, they stood respected. Every one, he was sure, would concur with him in deploring the fact that there were a large number of persons who were willing to forget the high station they ought to occupy as members of a learned Profession, and for a few paltry shillings to prey on the public, and bring dishonour and disgrace on a learned and respectable body. (Cheers.) He concluded by moving the following resolution:—"That such Association be and the same is hereby accordingly formed; and that every qualified member of the Profession who shall signify such his desire in writing be and he is hereby admitted a member of the Association; and that the expenses of maintaining and carrying out the objects of the same be defrayed by an annual subscription of one guinea from each member."

Mr. CLARKE, in seconding the motion, said the chairman had stated in his address that this was indeed a time when a combination of the Legal Profession was necessary, if it was ever necessary; and he fully concurred in that statement. Mr. Goddard had brought to the notice of the meeting a statement of the large amount of money which the Profession paid annually to the Government; but there was something besides that to be noticed: the Profession supported and maintained about 25,000 clerks and their families, and were also the means of supplying large fees and paving the road to eminence and promotion of about 2,000 members of the Bar; some of those members, after having been obsequious to the attorneys—after having obtained their business, and having obtained the means to the ladder by which they stepped into the Profession, no sooner arrived at the top than they kicked down, abused, and vilified the Profession. (Cheers.) It was, perhaps, an ungrateful return of that kind that had led to the Profession meeting this day. Allusion had been made to the existence of the Law Institution; it was not the wish of the present association to speak disrespectfully of that institution, but *to co-operate with it, to lead it, or to follow it.* (Hear, hear.) So long as they worked together, their own object would be obtained. He thought that the conduct of those legal members who had in their place in Parliament supported certain enactments that had been passed to the prejudice of the Profession demanded their notice. Why, in the recent Poor Law Amendment Act, no thought was taken of the Profession. That Act was what might be termed a "dig" at the Profession. (Hear, hear.) The very clerks to the boards of guardians, and divers other officers, were by that Act made *ex officio* attorneys for the purposes of the boards of guardians. This was allowed to pass quietly, and what followed? why, an Act to let in what Lord Brougham had pleased to term agents and clerks of the Court of Bankruptcy. Now there were numberless cases that occurred in which the Profession was abused and parties injured and robbed by unqualified persons. He could mention several such persons within his own experience, partly as a clerk and partly as a professional man; but the members of the Profession did not like to take up a case individually, whereas if they had a body to appeal to who would do it without wasting time and expense—if a body existed who really would work—much good would be done to the Profession. They really wanted a working association, in which every man who belonged to it would work as if for himself. (Hear.) He remembered a case of a poor woman taken in execution, who fell on her knees to the officer, and declared most solemnly that she never had been served with any writ, had never received a declaration, and had never received any process whatever, and, in fact, the first intimation she received was that of the officer. He (Mr. Clarke) was told by the officer that there were hundreds who did this sort of thing, and on asking him his private opinion, he said it was an abominable affair, for the poor woman never was served with any process at all. He (Mr. Clarke) did not like to take up the case upon his own responsibility. It was a very cruel case, and on considering it with one or two friends, he did take it up and went to the Appearance office, and found an appearance entered in the name of an attorney for this poor woman. He asked her if she had ever employed that attorney, and she said she did not know him. He then went to the attorney, and asked if he had entered the appearance, and he said he had not, but that he knew the handwriting, which was that of an accountant who was practising in his name, but he repudiated him. He then found, to the disgrace of the plaintiff's attorney, that the same man was practising in his name. He (Mr. Clarke) indicted the man, and a true bill was found, but the prisoner removed the case by *certiorari*, and there being nobody to whom he could apply to assist him in the expense, the scoundrel got off.

Mr. GRAAFE.—Did you apply to the Law Institution?

Mr. CLARKE.—I was told it would be useless, because I was not a member. Now, a short time since, a client came to my office, and said that he had been in difficulty, and had been served with a copy of a writ of execution. He had given the case to some one, but he began to be afraid, and he came to me to advise him what to do. He said he did not know the state of the proceedings, nor what the party was. I asked him who was the plaintiff's attorney, and on going to him I found that this man, whom the defendant had employed, was an accountant, and that he had entitled himself to final judgment. I took out a summons for time to plead, and the next morning the defendant came to my office with the very man. I asked him for his power, and he said he was concerned for the defendant; and on asking him what he was, he gave me his name, and said he was an accountant. Well, this man had entered an appearance for this poor man, for which he had charged him 1*l.* He had drawn a release from the creditors, for which he charged him 2*l.* 10*s.* "down;" and on going through the charges, he flatly denied having made them, and became so insolent, that I ordered him out of my office. I saw that man yesterday in the Court of Bankruptcy deliver a brief to counsel, and I saw the counsel take it from him! (Sensation.) Since then, the poor man who had employed this accountant came to me, and shewed me a receipt for five or six pounds that he had paid this accountant for settling with his creditors; and he said that it had cost him, besides that, 15*s.* a day for eight or ten days, going round with this man and some brokers, treating them to drink. I told him that he had better come to a professional man, who would not dare to act in such a way. This accountant is but a type of that class of men whom Lord Brougham would send into all our courts; and if it is not time to make a stand against such

an innovation as that, then our occupation is gone. Now it was well known (he continued), that when a young practitioner had a client who was in difficulties, and he called a meeting of creditors, it sometimes happened that that meeting was called in the room of an accountant; the accountant bought the assignment, and did what the professional man ought to do, who was therefore mulcted not only of his proper fees, but was deprived of much of his business, by persons who had no right or pretensions whatever to practise in the Profession. And there was something to be said about the receipts of counsel. He had seen a letter reflecting much on the Profession, in which it stated that they marked larger fees on their briefs than the counsel were in the habit of receiving; and that letter was very quickly replied to by another solicitor, stating that it might be the case, that barristers frequently received a small fee before the case was tried, and afterwards the fee was increased and they signed their brief. That, however, was equally dishonourable to the counsel. It was equally dishonourable for a counsel to receive a brief knowingly from an unqualified person. Now it struck him, that a great deal of the odium that was heaped upon the Profession was on account of their exorbitant costs. If a debt was only 2*l.* 1s. it was liable to all the expenses of 19 guineas or 20*l.*; and where the debt was 20*l.* 1s. then the scale of costs was the same as if the debt was 100*l.* It seemed to him that the costs should be proportionate to the amount of the debt, and not that the defendant should have to pay so large an amount of costs as was frequently paid for a very trifling debt. He thought that the Profession ought to propose such a thing themselves,—they ought to lead in this matter. (Hear, hear.) The parties who framed the law that had been commented upon did not know how these things worked, whereas the practitioner saw it every day, and no other set of men ever could carry out the objects of this association. (Hear.)

The resolution was then put and carried unanimously.

The CHAIRMAN remarked, that he did not think the bar as a bar was a whit purer than the attorneys as attorneys. (Hear.) He had found many dishonourable men amongst the members of the bar, but if all his professional brethren had taken the course he had adopted, they would soon put down the practice they complained of. He never suffered a counsel to hold a second brief of his whom he ever found vilifying and abusing the attorneys without just cause. He never gave a brief to a counsel who did not attend to his duty. He never marked a fee for a counsel to be in the Exchequer when he ought to be in the Queen's Bench. He never allowed counsel to insult him; he treated them as gentlemen, and had always met them as such. He was satisfied that if the members of the Profession were to see counsel receive briefs in the Court of Bankruptcy from accountants, and instantly published the fact to the Profession, such men would have no more business.

Mr. TURNER then moved "That an interim committee, consisting of twelve persons, viz.—Mr. Bolton, Mr. Blake, Mr. Fynmore, Mr. Fitch, Mr. Goddard, Mr. Surr, Mr. Turner, Mr. Townsend, Mr. Wire, Mr. Watson, jun. Mr. Wedlake, and Mr. Wright, be now appointed to draw up such rules and regulations as they shall deem advisable for the government of the association, and to submit the same for adoption to a general meeting of the members to be held so soon as the regulations are prepared. That at such general meeting a committee of management for the ensuing year be appointed; also a secretary and such other officers as may be deemed necessary; and that in the meantime Mr. Edward Clarke, of No. 5, Bedford-row, be requested to act as honorary secretary."

The motion was seconded by Mr. FITCH, and, having been put, was carried.

The CHAIRMAN hoped that there would be a universal feeling among the Profession, and that this would be a successful attempt to unite that which had hitherto been scattered and disjointed into one firm and compact body, and he was sure the public would have great reason to rejoice if such should be the case.

Upon the motion of Mr. GODDARD, seconded by Mr. FYNMORE, a vote of thanks was given to the chairman for his able conduct in the chair.

The CHAIRMAN, in returning thanks, trusted that this meeting would prove the beginning of a better order of things, and that every member of the Profession would feel that he was placed in a responsible situation, in which he had high and important duties to discharge, and that he could only perform them satisfactorily so long as his conduct was above all reproach, and beyond the slightest imputation of any person.

The meeting then separated.

ON THE EVIDENCE OF SCIENTIFIC MEN BEFORE LEGAL TRIBUNALS.

THE opinions delivered by men of deep research in their own peculiar departments before legal tribunals are daily becoming the theme of wonder and ridicule to the public at large. Scarcely is there a trial involving a great question, that ought to be solved by those who have studied the points connected with it most deeply, than there is a collision of evidence, amidst the mockery and the sneers of the barristers, whose object is, of course, to win the cause, and not to arrive at truth.

The conflicting testimony of medical men upon the subject of insanity has tended to shew that the judgment formed by persons of common sense, perfectly impartial, is quite as valuable and as much to be relied upon as the professional scrutiny of those who declare that they devote themselves to the examination and to the treatment of the insane. But medical evidence has unfortunately been long at a low ebb, and solicitors have every reason to believe that they can purchase it at graduated prices, and when we see the cases which have been subjects of the law courts, we cannot be much surprised at it. We find, for instance, such a trial as that which was brought by the widow of Mr. Kinnear, the banker, to recover 2,000*l.* from the Rock Assurance Company, in which six medical men, two of them physicians, after a careful examination of the dead body, pronounced upon the cause of death; while on the other, surgeons of eminence, who had not that advantage, asserted that it must have been by poison, without assigning any other reason than that they were not satisfied with the opinions of the six other gentlemen.

We may possibly find some excuse for the difference of views upon subjects which are somewhat speculative, and that require rather the exercise of the reasoning faculties than of the senses; but what are we to say of the practical chemists of the day, who should take nothing for granted, who ought to be guided solely by experiment, whose manipulations should prove the truth of their views? Yet the opinion is now tolerably prevalent that no reliance can be placed upon them, for we find their evidence upon matters of fact diametrically opposed to each other. We constantly observe in the daily press that upon a trial Professors A, B, C were for the plaintiff, and D, E, F were for the defendant, assuming as a fact that if subpœnaed by the plaintiff, D, E, F would have been his witnesses, and A, B, C those of the defendant, and that there had been a struggle not to arrive at truth, or to tell all that was known, but that the party who paid for the evidence was to have the benefit of every thing that could be found in his favour, and all that appeared prejudicial was to be carefully kept back. At the same time we are prone to believe that not one of these professors would be tempted by any sum to a deliberate falsehood; but they allow themselves to be biassed by their clients, they have taken up a one-sided opinion, and even should they in the progress of their inquiries find they laid hold of a wrong idea, they think they are bound in honour to go on in the path in which they have commenced their journey, and try to prove it to be the only one that leads to truth.

That carelessness—we must not call it ignorance—sometimes leads the public to undervalue the opinions of scientific chemists, we must concede. The late case at the Excise Office is an instructive one. We find two of the first chemists asserting that in a certain liquid there is not the trace of spirits, and we find Dr. Ure shewing by analysis that actually three-fourths of the fluid is spirit. A case has just occurred which has involved some very interesting questions, and two of our most distinguished chemists were employed, Dr. Ure and Mr. Phillips, against each other; and whilst it was a singular sight to see two such eminent men brought into collision with each other, each anxious to shew the superiority of his own views, it led rather to the conclusion that science was a marketable commodity, which might be brought to assist those who could afford to pay her handsomely.

Mr. Brookes, the proprietor of an estate at East Cowes, in the Isle of Wight, had embarked a large sum of money in an extensive speculation for the building of numerous villas. He considered himself fortunate in having found brick-clay upon the property, and commenced the manufacture of bricks upon a large scale. He baked them in clamps instead of in kilns, which latter are preferred by most brickmakers, because there is less waste, less fuel consumed, and the bricks are sooner burnt. A clamp is thus formed; its foundation is of dried bricks just made, upon which the bricks to be burnt are built up tier upon tier; between each layer of bricks are two or three inches of cinders, from which the ashes have been sifted, and to which the technical term breese is applied. The fire-place and its flues are constructed differently, according to the wish either to dry the bricks speedily or slowly. As the combustion goes forward, emanations and effluvia are of course given forth. Mr. Barwell, the proprietor of East Cowes Castle, who was the immediate neighbour of Mr. Brookes, found these vapours not only disagreeable to the senses, but laboured under the impression that they were highly destructive to the vegetation, and that they had most decidedly injured his plantations. He accordingly obtained an injunction from the Lord Chancellor against Mr. Brookes, the consequence of which was, the clamp was extinguished, and a most serious loss sustained.

Litigation having once commenced, it was carried on with most energetic decision by both parties. Chancery suits sprung from it, and, after various hearings on both sides, the Lord Chancellor referred it for arbitration to Mr. Swanston, an eminent chancery barrister.

Both parties seem determined to carry on litigation regardless of expense. The proprietor of East Cowes Castle called witnesses to prove the injury his trees had sustained. As it has been a generally received opinion that the ordinary vapour from a brick clamp in action has no injurious effect, it was necessary to prove that there was some unusual circumstances attendant upon this clamp, and Professor Phillips gave evidence that the breese employed by Mr. Brooks differed from that which is usually burnt, and that it contained sea salt; this becoming decomposed at a high temperature, gave forth hydro-chloroic acid, which produced the deleterious effect complained of.

This argument created considerable interest, and evidently much influenced the arbitrator. Dr. Ure, however, not only exposed the fallacy of the doctrine, but shewed by actual experiment that the temperature was not sufficient for the evolution of the gas, but that from the clay ammonia was given out. The two learned chemists insisted upon these most contradictory opinions, and the arbitrator was sorely puzzled between them.

Botany was called in to lend its aid to solve the problem. Dr. Sigmond and Mr. Rogers gave it as their opinion that the trees which were declared to be destroyed were unhurt, and that their apparent unhealthy state was to be attributed to their exposure to the south-west blast, which has a striking influence on vegetation throughout the Isle of Wight. All evidence, however, was of little avail; the arbitrator could arrive at no decision after the big war of opinion of the chemists; he condemned each party to pay his own costs, and dismissed the case. Nearly 5,000*l.* have been spent, both parties are dissatisfied, the chemists are laughed at, and had the arbitrator gone down to the Isle of Wight on the day he gave his undecisive opinion, after six months' deliberation, he would have found the trees, whose supposed decay had been the cause of the conflict, in full bloom and beauty, and the vegetation even more luxurious than it had been in former years.—*Polytechnic Review.*

METROPOLITAN BUILDINGS ACT.

(From the *London Gazette* Sept. 3.)

Office of Woods and Works, Whitehall, Sept. 3.

The Commissioners of her Majesty's Woods, &c. hereby give notice, that they have, in pursuance of an Act passed in the present session of Parliament, cap. 84, intituled, "An Act for Regulating the Construction and the Use of Buildings in the Metropolis and its Neighbourhood," appointed No. 3, Trafalgar-square, Charing-cross, in the city of Westminster, to be, until further notice, the Office of the Registrar of Metropolitan Buildings, and of the official referees appointed under the said Act.

The Commissioners of her Majesty's Woods, &c. hereby give notice, that in pursuance of an Act, passed in the present session of Parliament, cap. 84, intituled "An Act for Regulating the Construction and the Use of Buildings in the Metropolis and its Neighbourhood," they have appointed Arthur Symonds, of the Middle Temple, esq. Barrister-at-Law, to be Registrar of Metropolitan Buildings; and the said Arthur Symonds hath, on this 3rd day of September, instant, made the declaration required by the said Act, before the Right Hon. Sir Robert Monsey Rolfe, one of the Barons of her Majesty's Court of Exchequer, at his house, No. 8, Spring-gardens, in the city of Westminster.

The Lord Chancellor has appointed William Blackman Young, of Hastings, in the county of Sussex, gent. and Richard Waring, of Luton, in the county of Bedford, gent. to be Masters Extraordinary in the High Court of Chancery.

The Venerable Unwin Clarke, Archdeacon of Chester, has been pleased to appoint Mr. Francis Boydell principal Registrar of all the Rural Deaneries (12) within the modern Archdeaconries of Chester and Manchester, on the resignation of Mr. Simpson the late principal Registrar, who is about to practise as a Proctor at York, in the courts of His Grace the Archbishop.

NEW CHURCHES.—On the 30th ult. the 24th annual report of the Commissioners for Building new Churches was printed. In the last report it was stated, that in the year 316 churches had been completed, in which accommodation had been provided for 379,662 persons, including 209,323 free seats, appropriated to the use of the poor. Since the last report 10 churches have been completed, in as many counties, in which 10 churches accommodation has been afforded for 9,979 persons, including 7,273 free seats for the use of the poor. Thus, in the whole, 326 churches have now been completed, and provision has therein been made for 389,641 persons, including 216,596 free seats appropriated to the use of the poor. It is further stated by the Commissioners, that 28 churches are now in the course of building, to the erection of which pecuniary aid has been granted by the Commissioners out of the funds at their disposal. Plans for 18 churches have been approved of, and two additional plans are under consideration. Conditional grants have been made for the erection of a number of churches mentioned in the report, and other applications which have been made are set forth. Several consolidated districts have been formed, as well as district chapelries. It is stated, that church extension on the parochial system has increased, and then comes the statement that the Commissioners are willing to afford facilities for obtaining additional "burial grounds" in the parishes they specify. The Commissioners have under consideration several applications for the perpetual patronage of new chapels which it is proposed to build and endow.

Tuesday was the first court-day of the Insolvent Debtors' Court since the passing of the New Insolvent Act, and the consequence of that enactment was shewn in the fact, that during three weeks only forty-three prisoners have applied for bail, while in ten days last year the number was nearly 120.

QUALIFICATIONS FOR THE BAR AT ALABAMA.—After the formality of an introduction, the judge said, "Well, Mr. C. you want to be examined for admittance to the bar?" "Yes, Sir." "Well, Sir, let's take something to drink. Barkeeper, give us two juleps." After drinking the juleps, the judge said, "Mr. C. can you swim?" "Yes, Sir, I can," said C. greatly surprised. "Well, Sir, let's take another drink. Barkeeper, two cocktails." The cocktails vanished, and the judge said, "Mr. C. have you got a horse?" "Certainly, Sir," said C. "Very good," said the judge, as soberly as though charging a grand jury. "Mr. C. if you please, we'll take a drink. Barkeeper, two toddies." The toddies disappear, and C. owns he began to feel rather queer. "Mr. C." said the judge, "can your horse swim?" "Yes, Sir, he can, for I have tried him from necessity." "Then, Sir," said the judge, with increasing gravity, "your horse can swim, and you can swim, and by ——, I think you are well qualified for an Alabama lawyer. Give me your commission, and I will sign it. Meanwhile, barkeeper, give us two punches for my friend, Mr. C. and myself. Mr. C." continued the judge, "I drink success to your admission to the Alabama bar."—*Boston Times.*

CORRESPONDENCE.

LAW INSTITUTION.

TO THE EDITOR OF THE LAW TIMES.

SIR,—The accuracy with which you report all matters connected with our Profession, and the zeal which you evince for its interests, cause me to regret that you had not a reporter present at the annual meeting of the Law Institution, instead of relying upon the reports in the daily papers for the information furnished.

I have been a member of the Law Institution for some years, and although I took a pretty active part in the proceedings of the day, remonstrating very warmly upon the acquiescence of the society in the unprecedented mode of posthumous compensation to the holders of the discontinued offices in the Court of Chancery, no notice whatever was taken of my observations in the daily newspaper reports.

Although newspaper notoriety is neither essential to my private or professional prospects, there is one matter introduced by me to the notice of the meeting, which I think of such importance to the institution, connected with its utility to the Profession, that I shall seek the medium of your valuable journal (denied me in the daily papers) of bringing it under the serious consideration of those of your readers who are members of the Law Institution, or inclined to join it.

This society originated in an association called the Metropolitan Law Society for preventing abuses in the Profession, in which Mr. Anderton (now a common councilman, under-sheriff, &c.) took an active part as secretary, and much good was then done by the society.

Upon its merging into the Incorporated Law Society it became the custom to select the committee of gentlemen to superintend the working of the institution from the heads of the Profession, and considering that it is the duty of some of these gentlemen to act in the important capacity of examiners of candidates for admission as attorneys, it was highly desirable on all grounds that gentlemen of eminence and standing should be at the head of our affairs.

But it has struck me for a long time past, that in addition to this committee (not one of whom I should wish to see displaced) there should be a changeable sub committee of solicitors actively engaged in the exercise of their Profession, conversant with all its haunts, from the stone flags of the Judges' chambers to the carpeted purlieus of the House of Lords, feelingly alive to all its abuses, and eminently capable of exposing the absurdities of the crude legislation upon the alterations of the law, which have latterly occupied our wise legislators; for be it remembered to our sorrow, that our branch of the Profession is wholly unrepresented in Parliament; and the very judges' clerks could successfully oppose even the small concession of allowing a London solicitor to administer an oath, and save his client a trudge up to the Temple or Southampton-buildings.

The respectable and intelligent patriarchs of the Profession, who so worthily occupy the council board of our institutions, may be said to be out of the professional world, and (beyond the pleasing excitement of attending now and then to receive a cheque at the Accountant-General's) know little of the arcana and present working of the Profession, which, with its multifarious changes, would much astonish them in going the round of the offices.

Entertaining views like these, and considering there never was a time when the active co-operation of a united body of solicitors was so much needed, I gave a notice of a motion to be discussed at the next meeting of the Society, for the formation of a sub-committee, composed of members in the active exercise of the duties of their Profession, to bring under the notice of the general body all matters connected with the interests of the Profession, and especially all Bills brought into Parliament for the alteration of the law; and I shall be much obliged by your bringing my propositions under the notice of your readers by the insertion of this communication.

I am, Sir, your obedient servant,
THOMAS LOTT.

43, Bow-lane, City, Sept. 3, 1844.

CAPITAL PUNISHMENTS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I feel so earnestly the importance of answering every argument which the advocates of judicial bloodshed can advance in support of their awfully barbarous doctrine, that I am induced to trouble your readers with a word or two in reply to the second letter of Mr. Giles, jun.

If it be not understood how it is that the Mosaic criminal code, being addressed to the Israelites alone, is nevertheless binding on all the world, Mr. Giles has not rendered the mystery less unintelligible by informing us that this code is an example of perfect legislation, adapted to human nature, so that its enactments are not obligatory upon any mere section of mankind, but upon mankind in general. This is an assertion which is totally unsupported by experience, and is, moreover, philosophically absurd; for, notwithstanding Mr. Giles's statement to the contrary, human nature undergoes a change amounting almost to a complete metamorphosis during man's progress from his primary state of wild savageism towards social civilization, and it would be impossible to frame a code of laws which should serve for man's guidance as well in one state as in the other.

To prohibit a crime is one thing; to fix a punishment for committing a crime is another thing; and that legislation cannot be perfect which prescribes a punishment not calculated to prevent the crime it prohibits. In this case is the Mosaic law forbidding murder and dooming murderers to death, for the object of it is to prevent murder, which it does not do, but, on the contrary, as there is statistical reason for believing, operates as an incentive to the commission of the crime. Either, then, the Mosaic code is not a perfect one, in which case we cannot be required to give it implicit obedience; or it is local and temporary in its applicability, and was intended only for the guidance of those to whom it was immediately addressed, and with whom it might, for aught we know to the contrary, have a beneficial influence. The truth is, in my judgment, Moses, when he led the poor bond marked Israelites out of Egyptian slavery, found them rude, barbarous, and brutal, not controllable by mild laws, and he wisely adopted rigorous ones; but no more did he dream of making those laws binding on all mankind, in all times, and in every place, than any modern lawgiver would dream of such an object with regard to his own enactments. Mr. Giles seems to think the people for whom Moses legislated occupied the very pinnacle of civilization, having a "high moral tone to maintain amongst themselves," and therefore capable of setting forth an example to all future generations of mankind, as comparative barbarians of the nineteenth century among the number. It looks a pity, if this were so, that, instead of conducting them direct *through* the wilderness to the promised land, where their moral influence would have been felt and appreciated, he led them to and fro and round about in the wilderness for forty long years, literally wasting their fragrance in the desert air. Did it never suggest itself to Mr. Giles, that the great Jewish reformer had an object in this? That, knowing the Israelites were too debased for civilized society, he conceived the only hope of exalting his race to a moral pre-eminence lay in gradually drilling them out of their rude habits, and teaching them so to educate their children that the next generation would be fit to enter society on a good footing, and to take there a high position amongst mankind? Did it never occur to Mr. Giles that it must have been to work out such a plan as this that Moses promulgated the bloody laws which made death (by the horribly cruel process of stoning, in some cases) the dread penalty for murder, theft, witchcraft, adultery, stubbornness in children, &c. laws which, acting violently on the fears of a barbarian people, would restrain them from committing such outrages as from their moral degradation they were prone to commit? To my thinking, this is a most feasible supposition, for harsh laws are only adapted to savage natures, and become wholly abhorrent when the civilizing process has advanced. A civilized man has a horror of human slaughter, despises thieves, points his finger in scorn at the adulterer, trounces stubborn children, and laughs at witchcraft; while a savage will butcher a man as thoughtlessly almost as he would an ox, has no respect for the property of another, indulges his animal passions without restraint, sees no sin in filial obstinacy, and superstitiously believes in and practises the necromantic art. What lawgiver would legislate for these two classes of men in the same terms? Where is the punishment which, addressed to "human nature," would be equally effectual and proper for them both? "Echo answers, 'where'?"

As a moral precept, "Thou shalt do no murder!" is universally applicable, and it is of paramount importance to enjoin it on all men, as well savage as civilized, and whatever their race, Carib, Hindoo, Esquimaux, Peruvian, or European; and if it could not be practically enforced without adding "Thou shalt not suffer a murderer to live!" that command also should be universally enjoined; but the contrary being the fact, as we have ascertained by a blood-bought experience, our very respect for human life should lead us to adopt some other means of protecting it. Indeed, I seriously contend that every supporter of the Mosaic code violates the spirit of that code by advocating the infliction of capital punishments. What was the object of that part of the Mosaic law against murder, which says, the murderer shall be put to death? To *prevent* murder—*Does* it prevent murder? No. On reference to my former letter it will be seen there is fair statistical reason for believing it increases the crime. By obeying one part of the law, then, we frustrate the object of the whole: by fulfilling it to the letter, we violate its spirit and intent.

Mr. Giles's attempt to escape from the dilemma in which he found himself by the argument at the close of my former letter is very unsuccessful indeed. How can he put the poor handcuffed, imprisoned, helpless criminal, who stands alone, with the whole body of society concentrated in the law he has broken to oppose him?—oppose—nay, overwhelm and crush him. How can he put this contemptibly weak thing in comparison with an invading foe, armed to the teeth, strong in numbers, with the free earth to manœuvre upon, and us to conquer if we don't conquer it? It were vain to say the cases are not parallel. I repeat the argument in question with as firm a confidence as ever.

I am, Sir, your obedient servant,
E. F. SLACK.

Chippenham, Wilts, August 1844.

MONOPOLIZING CLAUSES IN LEASES.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Being frequently applied to by regular clients to prepare deeds of assignment, both absolute and by way of mortgage of property held under lease from a large landowner, and which leases were originally of a vacant plot of land, at a small ground-rent, for the purpose of being built upon, and generally for the term of 999 years, some of recent date, and still in the possession of the original lessee, I have been startled by a proviso in such leases that in case the lessee, his executors, administrators, or assigns, should, during the demise, assign or set over the said term and premises, or any part thereof, except by his or their last will and testament, without giving notice thereof in writing to the lessor, his heirs or assigns, or his or their steward or agent, at their usual place of abode, or leaving same at the mansion on the estate sixty days at least before such assignment, or in default of performance of the covenants and agreements on their (the lessees') part to be performed, it should be lawful for the lessor upon the premises thereby demised, and the buildings to be thereon erected, to re-enter, and the same to re-enjoy, as in his and their first estate; followed by a covenant that

all deeds of alienation, mortgage, or assignment of said premises, or any part thereof, should be prepared by the attorney or agent of the lessor, his heirs or assigns, or such other person as he or they should appoint.

Of the impropriety of introducing such clauses when there can be no other object than to endeavour to monopolize, on the part of the attorney preparing the lease, the future conveyances of the property, there cannot, I think, be two opinions, and I feel strongly disposed to treat such clauses after the manner recommended by Mr. Hayes, in the opinion communicated to the Law Times by Mr. Kelly, vol. 2, p. 160, in reference to a similar act of cupidity—"simply to disregard them." Must the lessor, and all others claiming under him, during the whole term of 999 years, in immediate want of funds, first give sixty days' notice to persons he knows not, or at a house which may be a ruin? Must he submit his affairs to the inspection of an attorney chosen by other parties, who may be a stranger to him, and live at the distance of a hundred miles, or, what is worse, perhaps, his personal enemy, or forfeit his property, rendered valuable by the erection of buildings? He may not even know that there is any such attorney.

As the subject involves a point of professional practice, I trust that you will consider this letter worthy of a place in your columns, in order that the opinion of my professional brethren who have had experience in such matters may be elicited as to the legality of such clauses, and their effect on an assignee or mortgagor under such leases when they have been disregarded.

Yours obediently,

August 28, 1844. One, &c.

MEDICAL REFORM BILL.

TO THE EDITOR OF THE LAW TIMES.

Sir,—Among the important Bills to be discussed next session is the Medical Reform Bill. Its leading provisions are beyond our province, but its mode of dealing with quackery is fit matter for the lawyers. We may leave all bearing upon education, examination, and the ascertainment of the relative position of grades to the doctors; but when we see a body of men in most respects like ourselves threatened by the toleration of fraud, pretension, and ignorance, I hold that we deserve deprivation of our own protective laws unless we heartily and zealously co-operate.

No rational mind can trace a distinction between the two professions; one has health and life for its guardianship, the other all which makes those desirable. To the honourable fulfilment of functions so precious, the best faculties of the mind are devoted in an expensive training, and afterwards, in their prime energy and development. Both are eminently mental occupations; both rewarded by the station of gentlemen, unbounded confidence of employers, and the opportunity of attaining the elevated satisfaction of doing the greatest good. Both are exposed to the deep injury of quackery; the fraudulent pretender robs us as individuals and debases us as a body; and in both his success results from the profound faith misfortune reposes in its source of succour. If not our own cause, it should suffice that it is our own enemy; the mendacious cunning of unscrupulous men, by nature and acquirement perfect in the art of duping. That is the foe.

It is sufficiently familiar that an unqualified person, acting as an attorney or solicitor, cannot recover any fees, and is liable to imprisonment; and more than half the value of the protective punishment lies in the power every person has to put in motion the machinery which incarcerates.

The proposed Medical Reform Bill disqualifies unregistered persons for public appointments, but leaves the rich harvest of private practice open to depredation.

It disallows the recovery of fees by action, and thus elevates the pretender into the physician.

It makes it a misdemeanor to pretend to be on the register.

The last alone has even the semblance of efficiency; but that has no more. If the looseness of language of sec. 31 be not by accident, it must be by design. The offence which ought to be punished is acting as a medical man without legal qualification; the pretending to be on the register is but one of a hundred modes of deception. We should think it a singular absurdity if a man might do what all solicitors are paid for doing, provided only he does not say he is on the roll. But this emasculated section is the fruit of the false notion that legislation cannot reach quackery.

Sir James Graham and his precursor in the *Quarterly Review* (December, 1840) remark that, as the pretender cannot be touched, we must encourage the regular practitioner. That the suppression of quackery "no legislation can accomplish." Possibly not; and the case is the same with the vocation of the pick-pocket: Such an observation is a shabby quibble. Nobody looks for its *suppression;* are we therefore to legalize it? Its patrons begin with a fallacious statement of the extent of remedy sought; they take advantage of an inexpedient argument by the medical men, and then shuffle, by urging the past failure of clumsy legislation against all legislation. It is most true, that quackery, like all other fraud, can never be suppressed. To ask the Legislature to suppress it is seeking an impossibility; but we do ask that it be declared an offence, and made punishable. We will be content with the "great discouragement" of an indictment. Let us have the means of trying, and with patience we will submit to all the mortification of not attaining perfect eradication. "Each individual in society has, with respect to his own complaints, a right to consult whom he pleases," says the *Quarterly*. Whatever force is found in that argument, is attributable to the doctors unwisely making the protection of the public part of their own case. Let the public take care of itself. If they say candidly, "All the protection we require is for ourselves; preserve to *us* the legitimate gains of the Profession; the right of the public to become victims we fully concede," they may appear, indeed, somewhat less philanthropical, but assuredly they avoid a popular retort—for the strength of that observation lies in the way it comes out. It may suffice to destroy the argument of the doctor; it destroys the force of his solicitude, but it is worse than weak on the offensive. Pressed against the claim for their individual protection, it could and would be smothered by innumerable instances in other classes.

Then, the inefficiency of the present prohibitions (in general the stimulant of more stringent measures) is strangely put forward to induce a passive submission to the evil. The College of Physicians and the Apothecaries Company have done no good by prosecutions. Be it so, and relieve them from the office. We will not doubt the ponderous movements of a society, almost uninterested, are not difficult to defeat by the active dexterity of a quack, whose name they hear as individuals for the first time; but place the medical profession on an equality with us—define the offence as acting in the capacity of a medical man without legal qualification, and taking reward before or after the service rendered—declare it punishable as a misdemeanor, and who shall doubt the weapon thus placed in the reach of every local protection society—nay, each member of the profession—will rust in the scabbard? My friend, the Doctor, I doubt not, with some slight assistance from us, will contrive to keep his neighbourhood tolerably free from the pestilent intrusion of the pretender. I do trust this struggle will cease to be that of the medical profession alone; its twin brother is bound to join in exalting the opposition into a crusade against a common enemy.

I am, Sir, your obedient servant,

J. Brocks Ward.

Bishopsgate-street Without.

The following letter, which has appeared in the *Times*, is worthy of consideration:—

THE NEW INSOLVENT ACT.

TO THE EDITOR OF THE TIMES.

Sir,—Allow me to suggest that, with all his ingenuity, my Lord Brougham is not yet entitled to the thanks of that portion of the community over which he would fain throw his protective mantle, and to doubt whether many of the parties who have obtained their liberty under the operation of the Act which he has placed on the statute-book will not yet have to condemn his lordship for the hardships it will entail upon them.

As the law now stands, a judgment for a debt under 20*l.* has all the validity it had previously to the passing of the Act (notwithstanding a debtor may have availed himself of its provisions), except that no arrest can be had upon it. Therefore, Sir, what is to prevent a creditor, whose debt and registered costs amount to 20*l.* from bringing a fresh action on the judgment, and when recovered from arresting his debtor as heretofore? This mode of proceeding will, no doubt, be frequently adopted. A man who has reason to believe he can obtain what is due to him only by such a step, will be justified in resorting to it; and a man who has thrown another into prison out of revenge is not likely to be deterred from further gratifying it, when he can do so at an additional expense of 5*l.* or 6*l.* Probably this did not occur to Lord Brougham. If so, I would advise his lordship, in order to effect the object he wished to attain by his Bill, to amuse himself during the recess in preparing another for the "prevention of a multiplicity of actions for the same debt."

Your obedient servant,

Sept. 3. R. W.

SELECTIONS FROM CORRESPONDENCE.

The comments upon sec. 59 of 7 & 8 Vict. c. 96, in the annexed letter are important. We commented upon a similar omission as to the term "judge" in the proposed County Courts Act (*supra*, p. 152).

I fear there is a laxity of expression in the 59th section of the New Insolvent Act, which will afford a grand loophole for fraud.

That section states, "that if *at any time* it shall appear to the judge *who shall try such cause, &c.—to order* the defendant to be detained in execution for any time not exceeding six calendar months." Now, supposing a fraudulent debtor should, in consequence of threatened legal proceedings, make away with his property, as mentioned in the above section, and such legal proceedings should immediately afterwards be taken, and judgment allowed to pass against the defendant by default—either in debt, or on promises—then there is no judge required "to try the cause." Is the defendant in such a case to be let off with impunity?

Again,—Is it intended, by the above section, in cases which will literally come within the words "try the cause," that the complaint should be made at the time of such trial? or when? and how?

If by affidavits, and supposing *fraud to be found out after trial,* will the debtor be allowed to answer them? or, will he be left entirely at the mercy of the creditor?

The following reply to "Lector's" observation (*supra*, p. 90, No. 73) upon 1 & 2 Geo. 4, c. 55, deserves insertion, notwithstanding the great number of letters which have already appeared on the question of Stamps on Transfers:—

It surely need excite no surprise that your correspondents have overlooked 1 & 2 Geo. 4, c. 55; because it simply has no bearing upon the question. The recitals and the enacting part both relate to the question whether a given security shall bear an English or an Irish stamp; and the proviso quoted by "Lector" provides for the case of money charged on property in one kingdom and payable in the other; viz. a mortgage of lands in Ireland with a covenant for payment of interest in England.

An Attorney of Wallingford remarks upon Mr. Brocks Ward's letter (*supra*, p. 90, in No. 73):

I consider the Profession indebted to Mr. Brocks Ward. Allow me to suggest to them that a receipt for the *last* payment of interest signed by the persons entitled to receive the same will be sufficient evidence of the former payments.

To Readers and Correspondents.

A Solicitor's *suggestion on the publication of the Railway Returns, &c. &c. we fear cannot be adopted.*

Plain and Gain.—*The proposal for a different system of professional remuneration has been often made, but has not yet been found practicable.*

N. W. (Peterborough).—*Our correspondent's note was forwarded as requested.*

A press of Parliamentary and other matter of immediate interest compels us unavoidably to postpone even the acknowledgment of various other communications.

Erratum.—Page 420, line 29 from the bottom, *for* "obligor" *read* "creditor."

THE LAW TIMES.

SATURDAY, SEPTEMBER 7, 1844.

THE WRIT OF ERROR.

So various are the feelings excited in our minds by the strange result of this case, that we know not how to divest ourselves of them for the purpose of calmly looking at the consequences, immediate and prospective, which may flow from it. Politics is forbidden ground, and we choose not to enter it even upon this occasion. Some journals have found in the decision of the Law Lords a great party triumph, others have congratulated the nation upon the noble proof thus given of calm in-

difference to every thing but internal conviction. All should, although all do not agree, that in no possible respect could the traversers have had their case more fully considered by the highest authorities of the land. But pass we on, and consider the facts.

All the Irish judges declare certain counts to be unexceptionable. *All* the English judges and law lords declare them to be wholly bad. All but one of the Irish judges, and most of the English judges, declare that a certain challenge to the array was inadmissible. Lord Denman is of the contrary opinion. Three law lords decide against the opinion of the majority of the judges. In effect they declare that to be law which every one hitherto has regarded not to be law. The lay lords quietly, and, we think, properly, abdicate their functions as members of the court of appellate jurisdiction. What, then, is to follow from all this? First, a universal belief that the criminal law is indeed an uncertainty. Next, that an alteration must be made in the system of appeal. These are some consequences; but the last is somewhat distant. The more immediate is a complete change in the system of criminal pleading—an unquestionable good. We believe from this also we shall see all parties more earnest in effecting a codification of the criminal law. With scarcely an exception, the judicial authorities declare that an offence was committed by the accused parties; yet with all the knowledge that could be brought to aid in carrying on the proper legal proceedings, they stand acquitted, or worse, condemned, and then declared to be entitled to their release. The moral effect of this must be great. The rank of England among nations will be perilled, if the powerful in intellect, the learned in the laws of their country, the high in political station, do not at once make an effort that some security be taken against the recurrence of such a chaos under the solemn name of justice.

LEGAL PROTECTIVE ASSOCIATION.

KNOWING that our readers would be looking anxiously for an account of the meeting advertised to take place at the Gray's Inn Coffee-house on Monday last, we have reported the proceedings at length; and, although very much pressed for space, we cannot forbear offering a few remarks upon them.

The attendance was more scanty than we had hoped, but the period of the year was unfavourable. A stronger reason, however, was, that the circulation of the petition given in our last number unnecessarily mixed up a question upon which there is much difference of opinion, with one about which all who reflect must agree. The abolition of imprisonment is not condemned by all, while all must wish that the other objects of the meeting should be carried into effect. Again, it might have been supposed that an opposition to the Law Institution was intended, whereas the speakers expressly stated the contrary. Indeed, there is no reason why the two should not work together. The letter of Mr. Lott, published in another column, will explain the comparative sluggishness of that body of late years. The motto of the new body should be, "*With you if you will, but without you if you will not.*" We have strenuously and consistently struggled to excite the Profession to unite for the objects of self-protection, assured that the present clamour against them is the consequence of the misconduct of a few members only, while the real grievances inflicted upon the public have been owing to sham-lawyers and accountants. If the present society be carried out on a wide and satisfactory basis—if the provincial societies, assured that their interests will be duly regarded by the metropolitan body, heartily join in the work, then but a short time will elapse before we shall see, and shall feel a just pride in seeing, that what we have so long advocated has been effected. Upon the members of the committee an arduous and responsible duty is imposed; for a failure from any cause now would only discourage and hamper future exertions. Had there been any such body in existence, the obnoxious clause in the Poor Law Amendment Act would have been easily deprived of all, instead of only half, its poison and injustice. In every hearty attempt in this direction we shall always be ready to aid—we shall go on as we have begun. The country Law Societies will do likewise, and whatever may be the immediate difficulties, we fear not that the end will be gained.

SHAM LAWYERS.

WE are rejoiced to say that one of this disreputable fraternity is likely to meet with the punishment due to him. As possibly the report in the daily papers of the case to which we allude may have escaped the observation of many of our readers, we reprint it at length:—

WORSHIP-STREET POLICE-OFFICE.—On Monday a man named Francis Crocker was placed at the bar, before Mr. Broughton, charged with obtaining, under false and fraudulent pretences, the sum of 15s. and a gold wedding-ring from a young unmarried woman named Mary Judd.

The substance of the prosecutrix's statement was, that she was courted by a tradesman named Abel, carrying on business near Aldermanbury, who, after fixing the day for the marriage, and presenting her with the wedding-ring, deserted her and married another woman; and the prosecutrix employed the prisoner, *who represented himself as a solicitor*, in practice at No. 4, Thatched-house-row, Lower-road, Islington, and Rolls-yard, Chancery-lane, to bring an action for breach of promise of marriage. In this character he obtained the sum of 15s. from her to pay for a writ he told her he had served Abel with, and then the wedding-ring as security for his costs. All this the prosecutrix having sworn to, the prisoner was taken into custody by

Holland, one of the warrant-officers, who went to his house on Monday morning and demanded the ring; the prisoner said a friend had it, but on being pressed, acknowledged that he had pledged it; and on being brought to this court and searched, a quantity of duplicates were found upon him, one of which was for the ring in question, together with a letter directed to the prosecutrix, couched in these terms:—"Mary Judd has this day deposited in my hands the gold wedding-ring enclosed, which I promise to return on payment of money advanced by me, and expenses incurred *in prosecuting an action* against Mr. Abel." On breaking this letter open and looking for "the ring enclosed," a base metal ring, bent into every imaginable shape, and not worth even a farthing, tumbled out.

Frederick Fox, shopman to Messrs. Pickford and Co. pawnbrokers in Old-street, produced the prosecutrix's ring, which was pledged at their shop by the prisoner, on the 13th ult. for 4s.

The prisoner, in defence, denied that he had ever represented himself as a solicitor. He had been employed, he said, for thirty years in solicitors' offices, in one of which he had served as articled clerk. He was last at Mr. Abbott's, in Chancery-lane, but left him in 1841, and had since then acted as reporter, and had been employed by Mr. Gurney. He had intended to carry this business out for the prosecutrix, and had employed Mr. Hutson, a solicitor near Finsbury-square, to transact it for him, but he was sorry to say that that gentleman had not done his duty by him. He had paid Mr. Hutson the 15s. in question, but had no proof, unfortunately, that he had done so.

Holland said he had been to Mr. Hutson's offices, and seen that gentleman's clerk, who told him that the prisoner had certainly been there to give instructions, as he said, for a writ to be issued, but he had not paid them a shilling, and, so far from their firm intending to carry the action on, they had told the prisoner that the letters sent to Miss Judd by Mr. Abel were not sufficient to support an action.

Mr. Broughton said he was clearly of opinion that the prisoner had obtained the property in question by a false and fraudulent representation, and he had no hesitation whatever in committing him for trial; but as the depositions could not be then taken, he would accept bail for his future appearance, and that must be, himself in 100*l.* and two responsible sureties in 50*l.* each. He was subsequently committed for trial.

Here one of the victimized had the courage to come forward to obtain redress, but inasmuch as an injury is inflicted upon the Profession as well as upon the person defrauded by such proceedings, it is the duty of the Profession to combine in putting a stop to them. A hearty co-operation would soon effect this object. One mode we need hardly say must be steadily to discourage and repudiate all connection with such men as Mr. Eaves, one of whose letters we annex. *I am instructed to commence an action* approaches extremely near, if it do not amount to, a false representation. An attorney who knowingly employs such men is grossly unmindful of his duty to his Profession and to society, which must suffer in the end from any deterioration in the general character and respectability of those through whose means the due administration of justice is obtained.

*Thame, June 28th, 1843.

SIR,—I am desired by Mr. Seamons, brewer, of Thame, to request that on receipt of this you will pay to me for him the balance of your account due to him, otherwise I am instructed to commence an action at law for the recovery of the same. I therefore trust you will make a point of avoiding any further unnecessary expenses by settling the amount on or before Tuesday next.

Your most obedient servant,
JAMES EAVES, Accountant.

Mr. Stone, Little Haseley.

	s.	d.
Debt due	5	0
Expenses	1	0
	6	0

To be paid to me at the Anchor Inn, in Thame, on or before that day.

VERULAM SOCIETY.

THE second part of the Real Property Cases, forming the sixth of the Practical Reports of the Verulam Society, was published and issued to the Subscribers on Friday. The third part of "Bittleston and Symons's Reports of Magistrates' Cases" is passing through the press, and will probably be out toward the close of next week.

The support which the Society receives is steady and encouraging. The following new members have been enrolled since our last report:—

Bowley, John, Nottingham.
Messrs. Nicholson and Sons, Warrington.

THE CRITIC.

[New Publications will receive early and impartial criticism in this department of the LAW TIMES, if forwarded to the Office, 29, Essex-street, addressed to the Editor.]

New Books.

The Law and Practice of Insolvents in the Bankrupt Court, according to the 5 & 6 Vict. c. 116, as amended by 7 & 8 Vict. c. 96. Arranged under various Heads, with Cases and Explanatory Notes, and an Appendix of Statutes, including the Debtor and Creditor Act, Orders, &c. with references to the Text and Notes, and a copious Index. By S. C. HORRY, Esq. Barrister-at-Law. London, 1844. Charles Reader.

THIS edition of the New Insolvent Act is evidently by one who has had much experience in the practical working of that branch of the law. He has been able, therefore, to give many cases in illustration of different points which are not to be found elsewhere; he has availed himself also of the various reports that have appeared in the columns of the LAW TIMES—a tribute to their usefulness which we should be ungrateful not to notice.

Mr. HORRY has well amalgamated the 5 & 6 Vict. c. 116 with the new law, and the arrangement of the whole is clear. The omission of a table of contents is, we suppose, an accidental oversight, and to be excused by the quickness with which these new editions are necessarily brought out. The index, indeed, is tolerably copious, but tables of contents are still more convenient, and should always be added.

In the preface, Mr. HORRY alludes to the 6 & 7 Wm. 4, c. 56, and 5 & 6 Wm. 4, c. 70, precedents of the 5 & 6 Vict. c. 116, and the present law, which it would have been well if our hasty legislators had considered and followed somewhat more. By the latter, the abolition of imprisonment was postponed for four years after the Act passed, because probably it was the *old law only* that had induced creditors to give credit.

On a subject very important to the Profession we extract the following:—

"*Attorney when.*—The attorney must be admitted of the Court of Bankruptcy, or he will be guilty of a contempt of court. 1 & 2 Wm. 4, c. 56, s. 10; 6 & 7 Vict. c. 73, s. 35.

"It is doubted whether loan societies that are not enrolled, or otherwise incorporated, can oppose by their solicitor. In one case Mr. Commissioner Fonblanque said he should take especial care not to allow solicitors, attending on the part of loan societies, to oppose insolvents, without they appeared properly clothed with authority. It appeared that an insolvent had been opposed by the secretary of a loan society, who had deputed a solicitor to attend, but as the promissory note upon which the money had been advanced was only made out in the name of one party, and the solicitor did not pretend to say he had been directed by that party to attend, his Honour declared he had no *locus standi* in the court. If he attended as the representative of the society, the promissory note ought to contain all the names of the partners associated, but that was not the case, thence a fatal objection on that ground. The commissioners were determined to give no facilities to loan societies, without these societies chose to undergo the ordeal and test for applying for charters, and submitting to the pains and penalties therein contained. . . . He was therefore desirous that this determination of the Court should be promulgated as speedily as possible. *Anon.* (3 L. T. 198). But in another case, where an insolvent had entered a sum in his schedule which he had borrowed of a life assurance society, and for which he had given a promissory note to one William Coventry, *Hughes* objected that the solicitor of the society could not oppose for William Coventry, on behalf of the society, as it was not enrolled, and he could not oppose for William Coventry, whose name was not in the schedule, and of whom the money was not borrowed. The payee was in fact no creditor. *Hughes* then quoted the case of William Meux before Fonblanque, who said loan societies could not oppose by attorney without being enrolled.

"Mr. Commissioner Holroyd observed, that it was admitted on all hands that there was a debt due to somebody, and it might not always be known who were the substantial creditors. People carry on business under various names and titles, but they were not therefore to lose their rights. Supposing the insolvent had been sued on the promissory note by the payee, he must have paid it. He would adjourn the case to allow the name of Coventry to be inserted as the creditor. The case was adjourned accordingly. *Re Standen*, May 25, 1844."

It is well known that, under 5 & 6 Vict. c. 116, it was a mere chance whether a creditor could successfully oppose the insolvent for a vexatious defence. Commissioners Fonblanque and Fane held it was no ground of opposition, while Commissioners Evans, Merivale, and Goulburn held the contrary. Mr. Horry, however, informs us that, a few weeks since, Commissioner Fane announced that the commissioners had met and determined that it was a good ground.

It seems impossible for any one who considers these Acts not to find some new defect in their construction, and to point out some fresh difficulty, which will impede their professed object, and injure the community. Mr. Horry thus comments upon the ill-drawn 59th section:—

"It is difficult to see how this clause is to be set in operation. It is intended to guard against dishonest debtors taking advantage of the previous enactments, but no mode of enforcing it is pointed out. The first point is, whether the debt be due or not? and this point settled by the trial, is the judge *then* to inquire into the conduct of the defendant *suo motu*, or on the suggestion of another? If he do so *then*, it appears to the author that great public inconvenience will be sustained by suddenly launching into inquiries that properly belong to one of two other Courts. If the conduct of the defendant be not *then* made to appear to him, how is it to be made to appear to him afterwards? By affidavits, or *vivâ voce* examination? and when and where? May the plaintiff shew it *ex parte*, or is the defendant to have an opportunity of explaining his conduct? Under any circumstances, how is he to be brought before the judge? at what time? at the trial, or afterwards? If the facts required to warrant an order for his being taken in execution appear in the course of the trial, or any other time, in what form must the judge make an order? By indorsement on the record, or by a special certificate that the case is a fit one for such an order? Again, as section 57 positively declares that no one 'shall be taken or charged in execution' for a debt not exceeding 20*l.* how is the sheriff or other officer to be *compelled* to take the debtor, though the creditor do issue execution on such an order?"

This edition is calculated to be of great assistance to the practitioner, and we are confident that between the edition by Mr. Homes, noticed last week, and the present one by Mr. Horry, the public favour will be divided.

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

Friday.—An advance of one per cent. on the lowest value of Consols paid yesterday has taken place, some large amounts having been taken early in the day at 99¾ for Account, and at 98⅞ for Money. At present the value is ¼ per cent. lower for each. Exchequer Bills have been sold at an advance to 76s. premium. India Stock is higher by two per cent. than it was yesterday, being now for the Account at 283. South Sea Stock has advanced to 114½.

Spanish Three per Cents. have advanced from 33¾ to 34, and the Actives to 23 for the Account. Dutch Two-and-a-Half per Cents. are now at 62½; Mexican at 35⅞ 36; Colombian are at 13⅞; and Russian rather heavy at 118.

The market for the Railway Shares is firm for Bristol and Exeter, for Bristol and Gloucester, for Great Western, and for Brighton. York and North Midland, and South Westerns, are lower than yesterday.

Public Sales.

By Messrs. RUSHWORTH and JARVIS.

Freehold estates, the property of the late Mr. Jeremiah Bryant, comprising about 160 acres of garden-ground, situate at Beeston-green, in the parish of Sandy, Bedfordshire, in 14 lots, as follows, viz.:—

Moreton's farm, situate near Beeston-green, and containing 55a. 2r. 15p.—3,470*l.*

An enclosure of land called Humber Land, adjoining the preceding lot, and containing 13a. 1r. 16p.—900*l.*

A farm-house and homestead, known as Moreton's Farm, and an enclosure of garden ground, containing 8a. 2r. 27p.—880*l.*

An enclosure of land known as Biggleswade Close, containing 7a. 3r. 19p.—700*l.*

Two enclosures of land abutting on the east side, upon the preceding lot, distinguished as Lane Close and Green Close, and containing 12a. 3r. 20p.—950*l.*

Two enclosures of land adjoining, called the Lane Pastures, containing 13a. 3r. 17p.—790*l.*

A plot of ground, containing 2r. 26p.—80*l.*

Ayres's Farm, consisting of a farm house, two cottages, garden, paddock, and field, and comprising together 21a. 2r. 29p.—2,000*l.*

A large enclosure of land, called Great Woodward Close, containing 12a. 3r. 2p.—1,040*l.*

An enclosure of land, called Middle Marsh, containing 6a. 20p.—460*l.*

Woodward Close, containing 4a. 1r. 7p.—350*l.*

Two cottages and a wheelwright's shop opposite thereto, situate on the verge of Beeston-green—200*l.*

A residence situate at Caldecote, and an enclosure of arable land, comprising about five acres; also a well-accustomed ale-house, known as the Wellington Tap, standing next to the Great North Road—750*l.*

Eleven freehold cottages, situate at Caldecote, let at 20*l.* per annum—170*l.*

By Messrs. THORNTON and SON.

A freehold and copyhold estate, comprising a residence with gardens, pleasure-grounds, coach-house, stabling, outbuildings, and cottage; also four acres of meadow lands, situate in the village of Plaistow, Essex—1,990*l.*

A house, situated at the corner of Jamaica-place and Gunlane, Limehouse, let at 27*l.*; held for 99 years, from May 1804, at 6*l.* 10s. per annum—213*l.*

Two pieces of ground, situate at Snow's-fields, Bermondsey, and known as Palmer's-rents, let at 40*l.*; held for 51 years from Christmas 1806, at a ground-rent of 10*l.* 10s. per annum—80*l.*

Two houses, with shops, Nos. 238 and 239, Bermondsey-street, let at 96*l.*; held for 68½ years, at 21*l.*—800*l.*

A house, No. 237, Bermondsey-street, and No. 1, Snow's-fields, let at 65*l.*; held for 14 years, from Lady-day 1837, at 40*l.* per annum—45*l.*

A house, with butcher's shop, No. 2, Snow's fields; also a tenement in Vinegar-yard, let at 24*l.* 14s.; held for seven years, at 13*l.* per annum—10*l.*

By Messrs. WARLTERS, LOVEJOY, and SON, at Garraway's.

The lease of the public-house called the Oxford Arms, situated in Seymour-place, the corner of James-street, and fronting the Hampstead-road: held for 20 years, at 90*l.* per annum—2,600*l.*

The Cape of Good Hope public-house, situated the corner of Albany-street and William-street, Regent's-park; held on lease under the Crown for a term of 99 years from the 10th of October, 1824, at a ground-rent of 5*l.* 2s. 6d. per annum—1,000*l.*

A ground-rent of 20*l.* 7s. 6d. arising from five houses—viz. Nos. 37 and 38, Albany-street, and Nos. 1, 2, and 3, William-street; held for 99 years from the 10th of October, 1824—380*l.*

The ground-rents of five houses in William-street, and two tenements at back thereof, fronting Little Albany-street, Regent's-park, amounting to 41*l.* 17s. 6d.; held for 99 years from January 5, 1824—500*l.*

An improved rent of 6*l.* 17s. 6d. arising out of five houses, being Nos. 9 to 13, William-street; held for 99 years from 5th of January, 1824—120*l.*

An improved ground-rent of [illegible] 10s. 6d. arising from Nos. 14, 15, 16, and 17, William-street, and Nos. 41, 42, and 43, Munster-street; held for 99 years, from 10th of October, 1824—570*l.*

A messuage, No. 11, Frederick-street, Regent's-park; held for 99 years, from 5th of July, 1815, at a rent of 6*l.* per annum—365*l.*

A house, No. 47, Clarence-gardens, Regent's-park, let at 35*l.*; also a house adjoining, westward, let at 22*l.*; held for a term, which expires 24th of June 1923, at a ground-rent of 21*l.* per annum—360*l.*

A house, known as the Prince of Wales Stout House, situate at the corner of Brill-place, Chapel-street, Somers Town; together with two shops and premises in the rear thereof; held for 37¼ years, at a ground-rent of 40*l.* per annum—440*l.*

By Messrs. HOGGART and NORTON, at the Mart.

A rental of 200*l.* per annum, arising from No. 50, Upper Marylebone-street, and a large plot of ground in the rear, extending 100 feet in depth and 90 feet in width, with the manufactory and buildings thereon; held for 99 years, from March, 1776, at a ground-rent of 3*l.* 10s. per annum—1,510*l.*

A ditto of 57*l.* 8s. per annum, arising out of No. 30, Alfred-place, Tottenham-court-road; held for 94 years, from September, 1810, at a rental of 12*l.* 12s. per annum; let at 70*l.* per annum—680*l.*

A net rental of 64*l.* per annum, arising out of No. 6, Alfred-place, Tottenham-court-road; held for 93¼ years, from June 1808—780*l.*

A net rental of 144*l.* 10s. per annum, arising out of Nos. 7 and 4, North-crescent; also, three houses in Airdrie-place, held for 93 years, at a ground-rent of 20*l.* 10s. per annum—1,700*l.*

Leasehold ground and improved rents, arising out of 70 houses in High-street, Old Montague-street, George-street, Chicksand-street, Chicksand place, and Mason's-court, Mile-end, producing together 316*l.* per annum—500*l.*

A house, No. 32, Upper Park-street, Islington, held for 72 years, from Christmas 1838, at a ground-rent of 5*l.* per annum—350*l.*

A ditto, No. 33, ditto—340*l.*

Two houses, Nos. 5 and 6, College-terrace, Islington, held for 78 years, from Lady-day 1838, at a ground-rent of 15*l.* per annum—1,240*l.*

Two ditto, Nos. 7 and 8—1,170*l.*

A house, No. 9, College-terrace, held for 76½ years, from September 1839, at a ground-rent of 7*l.* 10s. per annum—560*l.*

A ditto, No. 10, ditto—570*l.*

A ditto, No. 9—570*l.*

A ditto, No. 12—570*l.*

Two cottage residences, Nos. 1 and 2, College-place, held for 70½ years, from Michaelmas 1839, at a ground-rent of 10*l.* per annum—900*l.*

A house and shop, No. 11, Meredith-street, Clerkenwell, held for 70 years, from Lady-day 1818, at 10*l.* per annum—450*l.*

Two houses and shops, Nos. 20 and 21, Skinner-street, Clerkenwell, held until Lady-day 1888, at 10*l.* per annum—340*l.*

An improved ground-rent of 40*l.* per annum, arising out of eight houses, Nos. 1 to 4, Hoxton market-place, and Nos. 18 to 20, Crown-street, let at 210*l.* per annum, held for 71¼ years, at a ground-rent of 5*l.* per annum—800*l.*

By Mr. MASON.

A house, No. 2, Cross-street, City-road, let at 35*l.*; held for 99 years from June 1804, at 7*l.* per annum—330*l.* 15s.

A net improved rent of 21*l.* 2s. arising from premises in North-mews, Burton-crescent; held for 99 years from September 1807—351*l.* 15s.

An improved rent of 37*l.* per annum, arising from premises in Crescent-mews, South Marchmont-street, for the same time as the preceding lot—435*l.* 15s.

An improved rent of 19*l.* per annum, arising from a triangular piece of ground, forming the centre plot in South Crescent-mews—304*l.* 10s.

A ditto, of 33*l.* 12s. arising from Nos. 16, 17, and 18, Cromer-street, Gray's-inn-road; held for the same term as the preceding lots—441*l.*

A ditto, of 18*l.* 11s. arising from Nos. 18 and 19, in Cromer-street—341*l.* 10s.

A ditto, of 37*l.* 10s. from Nos. 21 and 23—378*l.*

A ditto, of 31*l.* 10s. from Nos. 24, 25, and 26—462*l.*

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

MARRIAGES.

Bittleston, Adam, esq. of the Inner Temple, to Rebecca Ann, eldest daughter of Mr. O. H. Heppel, of Princes-st. in the city of London, on the 31st ult. at St. Martin's-in-the-Fields.

Crofts, William, esq. of the Inner Temple, eldest son of the late Rev. William Crofts, B.D. vicar of North Grimstone, in the county of York, to Stephana Springett, eldest daughter of the late Joseph Tapson, esq. of London, on the 29th ult. at Trinity Church, Tunbridge-wells.

Edmunds, Alfred S. esq. of Gray's-inn, and Heathcote-st. Mecklenburgh-sq. to Elizabeth, eldest daughter of Mr. James Arding, of Dorset-st. Fleet-st. and Tooting-common, on the 4th inst. at Tooting Church, Surrey.

Mansford, Thomas Anstey, esq. solicitor, of Entry-hill, third son of John Griffith Mansford, esq. to Ann Jefferys, eldest surviving daughter of A. Stark Symes, esq. Lieutenant Royal Navy, on the 3rd inst. at Old Widcombe Church.

Rogers, John Jope, M.A. Oxford, of the Inner Temple, barrister-at-law, to Maria, eldest daughter of William Hichens, esq. of Camberwell-grove, Surrey, on the 3rd inst. at St. George's, Camberwell.

DEATHS.

Brooks, James Sheffield, esq. of John-st. Bedford-row, for forty years a solicitor of the High Court of Chancery, at the residence of his son-in-law, R. B. Forman, esq. Frognal-lodge, Hampstead, aged 64.

[illegible], Peter Augustus, esq. of Husbands Bosworth, Leicestershire, Deputy Lieutenant and senior magistrate for the said county, also for many years [illegible] for the county of Northampton, on the [illegible].

THE REPORTS.

HOUSE OF LORDS.

Monday, Sept. 2.

GRAY *v.* THE QUEEN.

Law of peremptory challenge—Opinions of the judges on the following question:—

A B being indicted under the stat. 1 Vict. c. 85, s. 3, for the commission of the felony of shooting [at another person] with intent to murder, challenged peremptorily one of the jurors to be sworn upon the trial; it was objected to by the prosecutor. Ought the Court to have allowed or disallowed such challenge?

[This report is abridged from the opinions of the learned judges printed by order of the House of Lords.—ED. LAW T.]

WIGHTMAN, J.—The offence in question is a felony, but the punishment is not capital; and it is to be considered whether the privilege of peremptory challenge depends upon the quality of the offence or the punishment. The invariable practice in England to allow a prisoner, charged with any felony whatever, whether capital or otherwise, to challenge peremptorily any of the jurors called to be sworn to the number of twenty, raises a strong presumption that its origin was legal, and its continuance of right, and that the privilege is attached to the quality of the offence, and not to the punishment. But it is said that it is allowed only *in favorem vitæ*, and does not extend to offences not capital. It is hardly necessary to inquire critically into the etymology or original meaning of the term felony, but it is said by Sir William Blackstone (4 Com. 94), that the distinctive incident in felony is forfeiture, and not capital punishment, and that at common law there are offences which are felonies though not capital, and that there are offences the punishment of which is capital though they are not felonies. He gives instances of these, and further remarks, that "the idea of felony is so generally connected with that of capital punishment that we find it hard to separate them;" and to this usage the interpretations of the law do now conform, and therefore if a statute makes any new offence felony, the law implies that it shall be punished with death as well as with forfeiture. This tends to explain how the privilege of peremptory challenge allowed in felony might be considered as originating *in favorem vitæ*, and accordingly we find in books of the highest authority that the privilege is stated to be incident to felony generally, and the reason assigned by some is that such a privilege is *in favorem vitæ*. It is said by Mr. Justice Foster (Discourse on Homicide, p. 305) that "at common law all felonies, except petty larceny, rape, and mayhem, were capital offences, unless in cases where the offender was capable of holy orders, and qualified for them;" and it may very well be that felony generally being capital, the privilege was allowed generally to cases of felony becau. : the great majority were capital, though there were some few that were not. In Finch's Law, book 4, c. 36 (of Trial by Jury), p. 414, it is said, "In indictments and appeals of felony the defendant may challenge thirty-five jurors without shewing cause, which is called a peremptory challenge." In Doctor and Student, p. 29, it is said, that "he that is arraigned upon an indictment of felony shall be admitted, in favour of life, to challenge thirty-five jurors peremptorily." Lord Coke (1st Inst. p. 156, b), speaking of peremptory challenge, says, "This is so called, because he may challenge peremptorily upon his own dislike, without shewing of any cause, and this only is, in case of treason or felony, *in favorem vitæ;* and by the common law the prisoner, upon an indictment or appeal, might challenge thirty-five, which is under the number of three juries." In Com. Digest, tit. Challenge (C), I find, "So in petit treason or felony, by the common law he might challenge thirty-five." Each of these eminent authorities states the privilege of peremptory challenge as applicable to all cases of felony, without exception, though the reason added by two of them does not apply to three or four of the common-law felonies. The opinion that the privilege was incident to the quality of the offence, and not to the punishment, is supported by the fact of the privilege having always been exercised in cases where benefit of clergy might be claimed, and the felony was virtually and practically no longer capital. It may, indeed, be said, that down to 5 Anne, c. 6, the prisoner might not always be qualified to receive the benefit of clergy, as he might not be able to read; but then the necessity of reading to entitle a prisoner to the benefit of clergy was done away with, and any person from that time could obtain the benefit of clergy in all clergyable felonies, and so those felonies practically and virtually were no longer capital; but the parties charged were still allowed their challenges as in other felonies, though there was no longer any danger of their lives in case of conviction. Several statutes appear to recognize the privilege as incident to felony generally, and without reference to the punishment. The 22 Hen. 8, c. 14, enacts that "no person arraigned for petit treason, murder, or felony, should be admitted to any peremptory challenge above the number of twenty;" the 10 & 11 Ch. 1, c. 9, s. 1 (Irish), enacts "that no person arraigned for any offence of high treason, petty treason, murder, manslaughter, or of any other felony whatsoever, shall be admitted to challenge peremptory above the number of twenty:" the 6 Geo. 4, c. 50, s. 29, that "no person arraigned for murder or felony shall be admitted to any peremptory challenge above the number of twenty:" and 9 Geo. 4, c. 54, s. 9, contains a similar enactment for Ireland, and nearly in the same terms.

Upon the whole I think that the origin of the privilege in felony may have been the capital punishment usually incident to that quality of crime, but that the privilege was annexed to the quality of crime called felony, and continued so annexed in practice in England, at least, down to the time when the present question was raised, in all cases of felony, whether the punishment was capital or not, and that it has been recognized as incident to felony generally by the statutes to which I have referred. I am therefore of opinion that the Court ought to have allowed the challenge.

COLTMAN, J.—It appears to me, that by the common law of England the right of peremptory challenge was given in all felonies except in petty larceny, and that it was allowed because the party's life was in jeopardy; but that there is no sufficient ground for saying that the right was to continue only so long as felony should continue to be a capital offence. There is no decision in England to that effect. A dictum, indeed, of Lord Chief Justice North, in *Reading's* case (7 Howell's State Trials, 264), is supposed to go this extent. The indictment was for a misdemeanor, and the Chief Justice is reported to have said, "You cannot challenge peremptorily in this case, it not being for your life." Now, as to the overruling of the challenge, this decision is quite unobjectionable; what is added was unnecessary. At any rate it is not stronger than the dictum of Parker, C. J. in *Rex* v. *Macartney*, which was an indictment of murder, where, on a motion for a special jury, he said, "that there cannot be a special jury in treason or felony, for the party must have the advantage of challenging twenty without cause shewn. (Vin. Abr. tit. Trial, D, a, 2, pl. 5.) This deserves the more attention, as a special jury is never granted in criminal cases except for misdemeanors only. (1 Chitty, C. L. 522.) The text writers of the greatest weight state in general that the privilege was granted in favour of life, as in the passage already quoted (1 Inst. 156 b). Now it cannot, I think, be inferred that because the right was granted *in favorem vitæ* it must necessarily cease when the life ceased to be in jeopardy. Some of the text writers, however, confine the right of peremptory challenge in express terms to capital cases; for instance, in the book called Trials per Pais, c. 16, it is said, that a peremptory challenge is not allowable, but when the life of man comes in question. So in Wood's Institutes (p. 462), "A peremptory challenge is not allowable but in case of life or death, for which he quotes the above-cited passage from Co. Lift. 156 b, which is insufficient. Other writers lay the rule down without qualification, as Finch (4, 414) and Comyn's Digest (see *supra*). That the doctrine as stated by the Crown cannot be true, appears to me to be proved by the circumstance of a peremptory challenge being allowed in misprision of treason down to the time of the 33rd of Henry the Eighth. By 33 Hen. 8, c. 23, s. 3, it was enacted, that peremptory challenge should not from henceforth be allowed in any case of high treason or misprision of treason. Now, a peremptory challenge must have been allowed in indictments for that offence, which was not capital. It has been suggested that at one time misprision of treason was a capital offence, for it is said that Bracton considers concealment of treason as being treason, and Lord Coke (3 Inst. 36) says that by the common law concealment of treason was treason, as it appears by *Lord Scrope's* case. But I conceive this means that an indictment for treason might be supported by proof of a concealment of treason, and in that case the ordinary sentence for treason would be passed; but if the milder course were adopted, of indicting for a misprision, in such case the sentence was not capital; and this view derives support from 1 & 2 Phil. and Mary, c. 10, s. 8, which declares and enacts that concealment or keeping secret of any high treason be deemed and taken only misprision of treason, and the offenders to suffer and forfeit as in cases of misprision of treason has heretofore been used. These latter words evidently point to an ancient recognized mode of dealing with the offence of misprision of treason as distinct from treason, that is, as a misdemeanor. Had the practice been uniform, I should have had little confidence in any opinion at variance with it. But the practice in England and Ireland differs. On these grounds my humble judgment is that your Lordships' question should be answered in the affirmative.

WILLIAMS, J. and GURNEY, B. concurred in this view.

PATTESON, J.—The question necessarily involves some inquiry into the origin and reason of peremptory challenges of jurors; yet I think at last that the answer will depend rather on 9 Geo. 4, c. 54, relating to Ireland, and having the same provisions as 7 & 8 Geo. 4, c. 88, s. 6, relating to England, than on any thing else. At common law, undoubtedly, thirty-five peremptory challenges were allowed to the prisoner in cases of treason, murder, and felony. It is stated in books of authority that this was *in favorem vitæ;* it is so laid down in Stamford's Prerogative (lib. 2, ch. 7), also by Lord Hale (H.P.C. vol. 2, p. 268), citing Moore, 12, in which case, however, nothing is said as to its being *in favorem vitæ*. For the purpose of this argument it may be assumed that the reason was *in favorem vitæ.* Now, at common law all felonies (whether including petty larceny or not is not material) were capital. The rule therefore as to challenges applied to all felonies. The extension of the privilege of clergy to all persons, whereby practically many felonies were rendered not capital, made no difference. It is said that the reason of this was, because it could not be told, until after a man was found guilty, whether he would pray the benefit of clergy, or if he did, whether it would be allowed, and therefore that all felonies continued capital at the time of arraignment. And this is true after Hen. 6, but not before; for previous to that time the party pleaded that he was a clerk first, and that was tried before the charge of felony (H.P.C. vol. 2, p. 378), and it was found inconvenient in several respects, one being, that thereby the party lost his challenges. This reason leads me to notice here, that peremptory challenges were always refused upon collateral issues; but that practice does not appear to me to affect the present question, for neither the life nor the guilt or innocence of the party was involved in the collateral issue. In England, therefore, until 22 Hen. 8, c. 14, and in Ireland until 10 & 11 Car. 1, c. 9, every prisoner in cases of treason, petit treason, murder, and felony (whether clergyable or not) had thirty-five peremptory challenges. The 10 & 11 Car. 1, c. 9, enacted, "that no person arraigned for high treason, petit treason, murder, manslaughter, or any other felony whatsoever, be admitted to challenge peremptorily above the number of twenty." The 22 Hen. 8, c. 14 was in nearly the same words, and by 33 Hen. 8, c. 3, that enactment was made perpetual. The 33 Hen. 8, c. 23 took away peremptory challenges in cases of treason and misprision of treason, which latter offence was never capital; and this is another argument against the refusal of the challenges.

But I think that 22 Hen. 8, c. 14, and 10 & 11 Car. 1, c. 9, are legislative recognitions of the right of peremptory challenge in all cases of felony. There is no doubt that peremptory challenges have been uniformly allowed in all felonies until the 9 Geo. 4, c. 54 (Irish). Clergyable felonies were during all that time practically not capital, though indirectly, and yet peremptory challenges were allowed in them. Mr. Justice Burton indeed states, in his judgment in this case, that they were refused ever since 1794 in all cases where capital punishment would not be involved, and that would carry the refusal back to a period before the abolition of benefit of clergy. But with all deference, I think that learned judge must be mistaken; for I cannot find any allusion to such a change in the practice, nor can I see by what authority it could have been made. No instance can be found of any person being executed for a clergyable felony. None in which a person convicted of such felony had declined to pray the benefit of clergy, or been refused it. Then came 9 Geo. 4, c. 54 (Irish), which took away clergy, and enacted that felonies should be punished according to the terms of the law respecting each, and none should be capital but those which were expressly so declared, or excluded from benefit of clergy under the existing law; and sec. 9 repeated the limitation of peremptory challenges to twenty. The words there are "other felony," not "other capital felony," and yet it is supposed that these words are to be so limited, the number of capital felonies having been most materially reduced at that time.

But the Crown says that as the 9 Geo. 4, c. 54 has taken away the punishment of death directly in cases where it was before taken away indirectly, but really with quite as much certainty and uniformity, so that the situation of a prisoner as to jeopardy of life is in no respect practically altered, yet the statute is to be construed so as by implication, and by implication only, to deprive the prisoner of the valuable privilege of peremptory challenges, which had been enjoyed by prisoners really similarly situated for several hundred years. Such an implication ought surely to be strictly necessary, whereas here, it is in my opinion not only not necessary, but in violation of the obvious intention, and even of the very words of the 9th section of the Act. If this implication is to prevail, it ought to extend to every other distinction which has been established *in favorem vitæ*, and the judgment of *respondeat ouster* upon the plea of abatement, on this very record, is wrong, and ought to have been an absolute judgment of transportation; for this distinction between felonies and misdemeanors had its origin just as much *in favorem vitæ* as peremptory challenges had. The language of 7 & 8 Geo. 4, c. 28, as to England, is nearly the same as that of 9 Geo. 4, c. 54, and since that statute prisoners have

been allowed to challenge peremptorily in cases of felony not capital, as before; but as the point has never been discussed, I lay no great stress on that practice. The practice and decisions in Ireland appear to have been different. Those decisions are entitled to great consideration, but ought not to prevent me from freely inquiring into the soundness of them, especially as the same common law is in force in both countries, and the statutes which have been passed *in pari materiâ* as to each country ought to have the same construction. My answer is, that in my opinion in the case put by your lordships the peremptory challenge ought to be allowed.

Parke, B.—It is with regret that I find that I differ from my brethren on the question proposed by your lordships. The question seems to me to be simply what is the rule of the common law upon the subject of peremptory challenge. Is it, that it belongs to all felonies, as incident thereto, or is it that it belongs to all capital offences only? Both sides, I believe, agree that this privilege was given to felonies because life was in danger; but it is said by the plaintiff in error, that being given to felonies, *eo nomine*, it becomes an incident to felonies generally, and continues, although the reason has ceased; the Crown, on the other hand, contends that the rule and the reason were co-extensive, and that it was given only to capital felonies because they were capital, and for protection of life. It seems to me to be clear that it is not given by any statute; it certainly is not given by express words; and I do not think that the statutes on this subject contain any words which can be construed as meaning to give it. The 9 Geo. 4, c. 54, upon which the existing right of challenge in Ireland depends, contains negative words only: it does not say affirmatively, that in felonies there shall be such a right, it limits that which had existed before; it provides "that no person arraigned for treason, or murder, or for other felony, shall be admitted to any peremptory challenge beyond the number of twenty." The Irish Act, 10 & 11 Car. 1, c. 9, which had been repealed by 9 Geo. 4, c. 53, and which cap. 54 re-enacts, is also in negative terms. It leaves the right in all the felonies in which it existed before, but reduces the number of challenges from thirty to twenty. These statutes, therefore, are of no weight, except as evidence of what the common law was, to be inferred from the understanding of Parliament. For it may said, that if the Legislature had understood the privilege to be confined to capital felonies, it would have so stated, more especially after the recent passing of 9 Geo. 4, c. 53, by which so many felonies were rendered no longer capital, and that it may be fairly therefore assumed that it was thought by the Legislature that such privilege already belonged to all felonies, otherwise a provision would have been made for continuing it. And it certainly may be very reasonably conjectured, either that the probable opinion of the framers of these Acts was that there was a right in all cases of felony, whether capital or not, or that they did not mean to take it way by abolishing the benefit of clergy. If the former supposition be correct, it is some but not the most satisfactory evidence of the *communis opinio*, one of the sources of our knowledge of the common law; if the latter, it has no bearing on the present question, for though the Legislature may not have intended to take away the privilege, it certainly has done so, if there was no privilege at common law, except in capital felonies, because it has rendered them no longer capital.

We have, therefore, to determine what the common law upon this subject is, by the light of those authorities from which we usually derive the knowledge of it, the decisions of Courts, the dicta of judges, the authority of text-writers, analogies from admitted rules, and the prevailing opinion and practice:—First, the only decision of Courts are those in Ireland. In three cases, if not more, individual judges have decided, and we learn from the late Chief Justice Bushe, that one of the decisions was with the concurrent advice of the chief judges of Ireland (Report, 288), and all their decisions are in favour of the Crown, and have been constantly acted upon. There is none in any court in Ireland to the contrary, or in England, in any case, in which the point has been taken; and this appears to me to be a matter of the greatest weight and consequence, and the authority of these and all decisions ought to bind us, unless they are plainly founded in error. It is impossible, I think, to say that they are so decided as to shew that they are founded in error. Add to this, the practice in Ireland has been a long time established, to disallow peremptory challenges except in capital cases, though there is a circumstance which may somewhat weaken the value of this practice as evidence of the common law, namely, that it appears to have erroneously prevailed long before the abolition of the benefit of clergy, in respect to offences entitled to clergy, which were, strictly speaking, capital, unless clergy was prayed, and in point of law, at the time the jury were sworn, and the challenge made, were punishable with death. Still it shews the prevailing opinion, that the privilege did not belong to all felonies, and was confined to those which were capital, though it went too far in dealing with clergyable felonies as not being capital. On the other hand, in England, peremptory challenges have been allowed in all felonies since the 7 & 8 Geo. 4, the same as before; but the effect of this, as evidence of the common law, is greatly impaired, if not destroyed, by two circumstances. In the first place, the objection has never been taken on the part of the prosecution. A second circumstance is, that the practice prevails equally in misdemeanors, and in all civil cases, no one ever having heard of any impediment being interposed to the defendant or plaintiff in modern times making objections to any number of jurymen without cause, and they are always withdrawn; yet in actions there is unquestionably no right of peremptory challenge. It is properly observed by Mr Justice Crampton (in the report of the case in the Queen's Bench, Dublin), that there is considerable evidence that the English practice is founded on concession, not right, and that the Court should distinguish between a practice which is the result of strict right, and founded upon legal principles, and a practice which is a mere matter of indulgence and concession, growing out of that spirit of candour and fair dealing, and tenderness for persons undergoing the ordeal of public trial, by which the conduct of criminal trials in England is eminently characterized, as well on the side of the prosecution as of the defence; but he adds, that the rights of the prosecutor and the prisoner have been more jealously and rigidly watched in Ireland, and the Irish practice, therefore, affords a better test of the exact limits of the prisoner's right of peremptory challenge than the English practice does. *Rex* v. *Gouch* (9 Carr & P. 499), tried before me at Monmouth, has been cited as an authority for allowing the peremptory challenge in a non-capital felony. It is no authority whatever; it was only an instance of the practice to which I have adverted; for unquestionably the point was never taken nor considered by me.

It remains to consider the dicta of judges, the authority of text-writers on this subject, and the other sources from which we obtain the knowledge of the common law. One of the earliest traces of this right is in the Year Book, 9 Hen. 5, Trinity Term, p. 7. In appeal of murder it was argued, apparently by counsel, that the defendant should have his peremptory challenge of one who had already been sworn on the jury, which had been adjourned for want of jurors; the ground is, "that his life was in jeopardy," which shews what the principle was in which the right proceeded. The claim was disallowed there. It seems to have been allowed in 32 Hen. 6, c. 26, *in favorem vitæ*. Fortescue, De Laudibus, chapter 27, in the reign of Hen. 6, says, "In favour of life the accused may challenge thirty-five, and this peremptorily; who, then, in England, can be put to death unjustly for any crime?" Staunford, who writes in the early part of Elizabeth, p. 157 b, states, there is in felony a challenge to be allowed *in favorem vitæ;* and the same author, in the same treatise, states petty larceny to be no felony, and consequently the right seems by him to be confined to capital felonies. Limbard, in his *Eirenarcha*, written in James the First's time (554, b. 4, c. 14), puts it generally, as allowed in favour of life. Co. Litt. 157 b, is, that peremptory challenge is in treason or felony *in favorem vitæ*. But the text-writers not merely say that it is given *in favorem vitæ*, but that it is only allowed on issues which directly affect life; viz. not guilty to the treason or felony. Staunford, 158: "*Nota, que cest peremptorie challenge nest destre prise* (*comme semble*) *mes ou le vie le prisoner est in jeopardie sur le trial;*" so where misnomer is pleaded, or other collateral issue, it is not allowed; and this *comme semble* does not imply any doubt as to peremptory challenge applying only to cases where life is in danger, but as to its application to collateral issues. It is observed, in a note of Mr. Hargreave's (4 Co. Litt. 157 b, pl. 8), that Staunford himself thought there was a privilege of challenge peremptory on collateral issues (p. 163); but, on referring to that page, it may be doubted whether he means more than that in outlawry the outlaw may challenge for cause, and he gives as a reason, that although he cannot challenge one worse than himself, being an outlaw, yet as that is the issue to try, whether he is an outlaw or not, such an opinion of him ought to be suspended until he is tried. Co. Litt. 157 b, is to the contrary, "because the collateral issue by a mean concerneth his life;" but this point is set at rest by a judicial decision in *Rex* v. *Okey* (1 Lev. 61), and by *Johnston* and *Ratcliffe's* cases (Foster's Crown Law, 40). I cannot help thinking that a very strong authority to the right of peremptory challenge belongs only to that class of charges in which life is in jeopardy. In a book, written by Lord Chief Baron Boltons, afterwards Lord Chancellor of Ireland, called the Justice of the Peace for Ireland, published about 1638, cited in Mr. Joy's very learned book on Peremptory Challenge, in which all the authorities are collected, it is said, generally, "the common law hath, in favour of life, allowed unto the prisoner his peremptory challenge." In Wingate's Maxims (17th cent.) at Common Law, upon an indictment or appeal of treason or felony, the prisoner might, *in favorem vitæ*, challenge peremptory thirty-five. Sir John Hawks (9 State Trials, 796), says, "Generally it is a privilege given *in favorem vitæ*." In Trials per Pais (1702), peremptory challenge is not allowed, except where life comes in question. 600 (1766); 455 (1725). On the other hand, Finch (p. 414) lays it down generally in indictments and appeals of felony. The modern text-writers only repeat the ancient authorities in somewhat different language. I think the greater part of the more modern, as well as the more ancient authorities, are in favour of limiting the right to capital cases. These are then the dicta of judges. In *Reading's* case Lord Chief Justice North (7 St. Trials, 266), in a case of misdemeanor says, "You cannot challenge peremptorily, not being for your life;" and again, in page 266, "The challenge is only allowed in matters capital in favour of life." To him is opposed the dictum of Chief Justice Parker, in *Macartney's* case (2 Vin. Abr. 301). It was, however, a case of trial for the murder of the Duke of Hamilton; and the dictum may be reasonably construed as relating to a capital charge, and is not, therefore, of any weight. The rule of the common law is illustrated by the ancient practice of granting a *tales* in capital cases; it may be granted for a larger number than the first process, to prevent delays from peremptory challenges (Bac. Abr. Juries, C.; Brooks, Abr. 8vo. Tales, 8); the defendant had forty *tales*, because in appeal of murder, rape, or felony, where life is in jeopardy, there he shall have as many *tales* as he pleases, because he may challenge peremptorily thirty-five; but in actions between party and party it must always be under the first number. To the same effect is 10 Rept. 104 b (*Dinbancu* and *Woodley's* case). Still more light could be thrown upon the question, if indeed it could be decided what the rule was in ancient times as to petty larceny. There is some contradiction in the books whether this offence was a felony at common law, and some whether it was at any time punishable with death. (See Mr. Joy's treatise.) The result appears to be that it was a felony at common law, and not punishable with death. Was a peremptory challenge allowed in such a case or not? There is no decision on that subject one way or the other; and there are circumstances which lead to an inference both ways. First, it appears to be clear that the consequence of challenging more than the legal number in case of felony was at common law "the *peine forte et dure;*" but the *peine forte et dure* never was applicable to petty larceny. 2 Inst. 177, 2 Hale, ch. 399, 2 Hawk. P. C. 320, and Staunford, who wrote soon after, the 32 Hen. 8, states the challenge to be allowed in *all* felonies, *in favorem vitæ*, and treats petty larceny as no felony (246); says nothing of the right of challenge, and consequently it is inferred that it did not then exist in petty larceny. On the other hand, Mr. Maher, in his able argument at the bar, very properly urged, that it may be inferred that the same rights belonged to both grand and petty larceny, because if a person is indicted for the greater he may on the same indictment be found guilty of the lesser offence, as was decided *Bromley's* case (Hetly, p. 66). To this it may be answered, that the course pursued was beneficial to the prisoner, who had his peremptory challenges upon this form of indictment, and therefore it was no wrong to him to find him guilty of the lesser felony upon a charge in which he had none. But is is more correct to suppose that the Court considered the incidents as the same in all respects. The authorities, therefore, leave the question as to petty larceny not perfectly clear.

Another point was made the subject of argument at your lordships' bar. It was said that peremptory challenges were allowed in cases of misprision of treason at common law, and misprision was a misdemeanor, only not affecting life, and consequently that the privilege was not confined to cases affecting life. If it were true that in misprison of treason at common law there was this right, it might be explained on the supposition that it was an offence of great magnitude, near akin to the highest known to the law, especially in olden times, and so treated as an exception to the general rule, as it was by the judges in the Queen's Bench in Ireland. But the authorities collected in Mr. Joy's treatise render it extremely doubtful whether such privilege ever did exist. No old text-writer mentions it. Hawkins (P. C. 2, c. 43, s. 5) states, that he takes it to be agreed that a peremptory challenge was allowable at common law in all capital cases, and "also in misprision of treason." The authority of the last position is Lord Coke (3rd Inst. 27), who refers to Brookes's Abr. who again refers to the statute 23 Hen. 8, only. It is inferred that the statute would not have enacted that no peremptory challenge should thenceforth be admitted in treason or misprision of treason, unless it was already admissible therein in the opinion of the Legislature, and the doubt it is a reasonable though not conclusive inference. It is remarkable, however, that no trace of such a right should be found in the older authorities; and if it had existed, it is to have been expected that 1 & 2 Phil. & Mary, c. 10 would have restored the course of trial of misprision of [illegible] as well as of treason, to the rules of common law, which it certainly does not. It is also very [illegible] that the

corresponding Irish statute of 10 & 11 Chas. 1, c. 9, which limits peremptory challenge in Ireland in cases of treason, does not mention misprision of treason, which affords a strong argument, that in Ireland, at least, the right of challenge did not exist in cases of misprision of treason, or it certainly would have been limited. It is said, however, that it should be held that the right of challenge exists only in capital felonies at common law, the same rule would apply to pleading over in charges of felony after pleading a special plea. This right is, according to Lord Hale, 2 P. C. 33, *in favorem vitæ* (*Rex* v. *Taylor*, 3 B. & C. 513), and Hale says he shall not lose his life for mis-pleading. (1 Hale, 257.) I am quite prepared to say that this consequence would follow, but it does not appear to me to weaken the force of the argument. Upon the whole, therefore, I think that the statutes restricting the right of challenge (not giving it) contain negative words only, without any affirmative implication, and leave the common law as it stood; and the common law, upon the weight of authority, is, that there is a right of challenge in all capital cases only. The framers of that Act, I have no doubt, never intended to take away the right, by abolishing the benefit of clergy. The result, therefore, is one which they never contemplated: but it nevertheless is the result, if the position is correct, that by the common law the right belongs only to capital cases. It is the duty of judges not to supply the defects of the Legislature by providing a remedy, but simply to construe the provisions of the statute they have enacted; and I cannot find words to give this privilege in the statute as granted, if the effect of making the offence no longer capital was to take it away.

POLLOCK, C. B. also gave his opinion that the Court ought to have allowed the peremptory challenge.

TINDAL, C. J.—My lords, the conclusion at which I have arrived, is, that the Court below ought to have allowed the peremptory challenge on the part of the prisoner; and, my lords, the reason of such conclusion is shortly this, that it is certain that A B would by the common law have been entitled to his peremptory challenge if he had been arraigned upon the very same felony before the passing of 1 Vict. c. 85; but it is not equally certain that such peremptory challenge has been taken from him by the necessary operation of that statute. And, if the question, whether his right to the peremptory challenge has or has not been taken away, remains open to any doubt, it appears to me, that, in accordance with the general principles, the decision of such question is to be given in favour of the prisoner. But I think further, that the question does not remain in doubt. It is true, that the ancient authorities, at least the far greater number of them, describe the right of peremptory challenge to be a right allowed *in favorem vitæ*. (Staundeforde, P. C. 158 a; Lambard's Justice of Peace, fo. 546; Co. Inst. 150 b; Doct. & Stud. c. 8; Fortes. de Laud. c. 27; Ld. Hale, 2 H. P. C. 266.) Finch, however, in his "Law," p. 414, and many other text-writers, state the rule generally as applicable to the case of all indictments and appeals of felony, without any reference to the punishment annexed to that offence. But perhaps this apparent diversity is not of much real importance; for at common law all felonies, certainly all but petty larceny, were followed by capital punishment; and as to petty larceny the books differ whether it is felony or not. Staundeforde in his P. C. 127 b, 24 b, expressly affirming it not to be felony, whilst Lord Hale, in 1 H. P. C. 530, affirms that it is. But at any rate no ancient authority shews that peremptory challenges were not allowed even on the trial for that offence; so that it may be safely laid down that at common law all felonies, properly so called, were capital, and that peremptory challenges were allowed on the trial of all such felonies; in other words, that the right to a peremptory challenge was in all cases an incident to a trial for felony. It is equally true that the challenge was granted *in favorem vitæ*, and that it was an incident to felony. But still do the words "that it was granted *in favorem vitæ*" mean that it was incident to the trial for felony only so long as the punishment for felony continued to be capital, and no longer; or are they only a mere description of the probable cause and origin of this challenge? It would be most unsafe to hold that because the capital punishment has been taken away by a subsequent statute, the offence still remaining a felony, the right to the challenge has been also abolished. In another instance, where the same words have been used, the same conclusion would be obviously wrong. In the case of Appeals, 4 Co. 48 a, "It was resolved by the Lord Wray, Sir F. Gawdry, Clench, and Fenner, judges, that the reason of *autrefois acquit* was, because the maxim of common law is, that the life of a man shall not be twice put in jeopardy for the same offence; and that is the reason and cause that *autrefois* acquitted or convicted of the same offence is a good plea;" and yet it is manifest this maxim [illegible] by way of example only, for the rule, beyond all doubt, extends equally to misdemeanors as to capital cases. And after all, who is to say that the [illegible] which existed *in favorem vitæ* would not [illegible] in the same extent in favour of the party [illegible] transportation for life, had it been known as a punishment. It is further argued that the right could not have been originally so confined, as it was allowed in the case of misprision of treason; and I think that 33 Hen. 8, c. 23, does by necessary implication admit that the offender had the right to the peremptory challenge in the case of misprision of high treason before the passing of that Act. The same rule is laid down in general terms by Hawkins, book 2, c. 43, s. 5. The right to challenge peremptorily has been uniformly acted on, in England, both in felonies clergyable and not clergyable, without any distinction between them, down to the 7 & 8 Geo. 4, c. 28, Eng. (9 Geo. 4, c. 54, Ir.), which abolished the allowance of clergy. Where the offender has persisted in challenging a greater number than twenty in the case of a clergyable felony, the law was, that he subjected himself to the same punishment as if found guilty upon verdict or confession. Where statutes have been passed taking away the benefit of clergy, there is not unfrequently an express provision, that if the offender in case of felony "do challenge peremptorily above the number of twenty persons, he shall not have the benefit of clergy." Such is the case in 4 & 5 Phil. & M. c. 4. The law thus treating the right to challenge peremptorily, without any distinction whether the felony be clergyable or not.

But the strongest ground for the conclusion that the right to the peremptory challenge still exists, is the inference to be drawn from the language and frame of 22 Hen. 8, c. 14 (made perpetual by the 32 Hen. 8, c. 3), and 7 & 8 Geo. 4, c. 28, abolishing the benefit of clergy. Before the former Act, wherever a peremptory challenge was allowed, the prisoner might challenge as many as he thought fit under the number of three full juries, that is, not more than thirty-five; and the words, "that no person arraigned for any petit treason, murder, or felony, shall be admitted to any peremptory challenge above the number of twenty," amount to a legislative recognition, affirmatively, that the offender has the right to challenge to the number of twenty in all cases of petit treason, murder, or felony. Then follows 7 & 8 Geo. 4, c. 28 (English), 9 Geo. 4, c. 54 (Irish), which by section 6 abolishes benefit of clergy, and by section 7 expressly enacts, "that no person convicted of felony shall suffer death, unless it be for some felony which was excluded from the benefit of clergy before the first day of the present session of Parliament, or which hath been or shall be made punishable with death by some statute passed after that day." And it appears scarcely conceivable, that when the Legislature had introduced so sweeping an alteration in the consequences of felony, as in effect to render all felonies, within a very limited exception indeed, not capital, that the same statute should, in the same breath, enact, "that if any person indicted for any treason, felony, or piracy shall challenge peremptorily a greater number of the men returned to be of the jury than such person is entitled by law so to challenge, in every of the said cases every such peremptory challenge beyond the number allowed by law shall be entirely disregarded" (sec. 3), unless the Legislature had intended this enactment to apply to felonies with their then present punishment as altered by that statute. The statute of George IV. brings down the enactment of 22 Hen. 8 to the time at which the statute itself is speaking; in effect it says, that now, at the time of passing this Act, every person charged with the commission of any felony shall be entitled to challenge peremptorily to the number of twenty; and there appears no legal ground of construction upon which the general expression of "any felony" in the third section can be held not to comprise the felonies included in section 7, that is, felonies from which the benefit of clergy has been taken away. The distinction between felonies capital and not capital was then for the first time created; and it would not be too much to presume, that if the Legislature had intended that the privilege formerly belonging to all felonies should thenceforth be restrained to capital felonies only, it would have used the expression of "any capital felony," instead of the general expression of "any felony." My lords, the Crown rest their argument on an implication from 1 Vict. c. 85, s. 3, that inasmuch as the punishment of death has been directly taken away by the statute of 7 & 8 Geo. 4, which before was indirectly taken away by the allowance of clergy, so, by implication, the right of peremptory challenge has been also abolished with the capital punishment. But it appears to me that such an implication cannot be resorted to in the case of a privilege beneficial to a prisoner, and enjoyed by him in practice, if not in strict right, for centuries, unless such implication be unavoidable to give effect to the statute. No such necessity appears to exist, and therefore I humbly offer as my opinion, that the peremptory challenge tendered in this case ought to have been allowed.

The judgment was subsequently reversed, and *venire de novo* ordered.

Equity Courts.

VICE-CHANCELLOR OF ENGLAND'S COURT.

Wednesday, May 22.

STRATFORD *v.* LEWIS.

Practice—Injunction—Insufficient answer—Amendment of bill—Common injunction extended to stay trial.

The plaintiff since obtaining the common injunction, had obtained an order for leave to amend his bill, and that the defendant should answer exceptions and amendments together (the defendant having filed an insufficient answer): a motion to extend the common injunction to stay trial granted notwithstanding; and although the amendments were not yet filed.

It appeared that the defendant in the suit had commenced an action at law against the plaintiff upon certain bills of exchange, and the plaintiff, on the 17th of April last, filed his bill, praying that the said bills of exchange might be declared void, and be delivered up to the plaintiff to be cancelled, and that in the meantime the defendant might be restrained by an order of the Court from negotiating the same, and that the defendant might be restrained from proceeding in his said action at law.

The injunction to restrain the defendant from negotiating the bills of exchange was granted on the 18th April, and the defendant filed his answer to the plaintiff's bill on the 27th of the same month, and served a notice of motion for dissolving the injunction for the 2nd of May, which motion had not yet been made. On the 1st of May the plaintiff filed his exceptions to the defendant's answer for insufficiency; these exceptions were allowed by the Master on the 6th of that same month; and on that day the plaintiff obtained an order for leave to amend, and that the defendant might answer the exceptions and amendments together, the plaintiff undertaking to amend in three weeks from the date of the order. The amendments had not yet been filed, but on the 8th of May the plaintiff obtained the common injunction to restrain the defendant from proceeding in his action at law.

Bethel and *Hallett*, on behalf of the plaintiff, now moved to extend the common injunction to stay trial upon the usual affidavit made by the plaintiff that he could not safely go to trial without the defendant's answer, and that he believed the answer would contain a discovery material to his defence.

K. S. Parker and *Wright*, on the other side, contended that the plaintiff could not extend the common injunction to stay trial after having obtained an order for liberty to amend, and that the defendant should answer the amendments and exceptions together: that in a precisely similar case, the late Lord Chancellor Cottenham, when Master of the Rolls, expressed himself as follows, viz.:—"The injunction to stay trial grows out of the common injunction; and as the plaintiff, by amending his bill, admits that as it stood originally he had not a case for the injunction, I do not think that by amending after answer, he can put himself in a better situation. The case of *Brown* v. *Keina* (3 You. & Ger. 389) seems expressly in point." (*Mellor* v. *Cresswell*, 2 My. & K. 616.)

Bethel.—In Newland's Chancery Practice, vol. 1, 3rd edit. p. 356, the case of *Mostin* v. *Mortlock* is mentioned. The author says: "After the plaintiff has obtained the above order to amend (i. e. for the defendant to answer the exceptions and amendments together), he may obtain an order to extend the common injunction which had before issued to stay trial until the defendant puts in a sufficient answer, although the amendments were put upon the record on the very day when the motion was to have been made, and though the extended injunction will necessarily stay trial until both the exceptions and amendments are answered."

The VICE-CHANCELLOR.—Mr. Newland's note of the case alluded to in his Practice, agrees with Reg. Lib. 1815, B. fol. 1584; but the only difficulty I have to contend with in the present case is this, viz. that the bill has not yet been amended.

Bethel.—This point has already been considered by your Honour in the case of *Simes* v. *Duff* (8 Sim. 270). We are entitled to have the answer, and we therefore come here to have that which is founded upon the absence of the answer. According to the rules of the court, we have a right to call upon the defendant to answer the exceptions and amendments together, and we are entitled to three weeks to amend. It is competent for the defendant to apply to the Court by motion for the purpose of compelling us to amend within a certain number of days, if he objects to remain bound during the three weeks. He, however, has not done so; therefore we have a clear right to amend our bill, and in consequence of the defendant's answer being reported insufficient, to have an answer to the amendments and exceptions at the same time. Moreover, is not the plaintiff entitled to avail himself of the position in which the defendant has placed himself, as a wrong-doer, to extend the common injunction to stay trial? In *Mostyn* v. *Mortlock*, Lord Eldon conceived that the circumstance

of the amendments having been filed was no objection to the motion, as the right to extend the common injunction existed by reason of the position of the parties.

The Vice-Chancellor.—I certainly do not see the conclusion, that because a plaintiff admits by amending his bill, that he had not originally a sufficient case, that, therefore, by his amendment he cannot have a sufficient one; but the present case appears to me to be governed by this circumstance, that the order which the plaintiff obtained on the 6th of May entitles him to call upon the defendant to answer the exceptions and amendments together. This order affords a limit to the time during which the plaintiff is at liberty to amend, and it is quite immaterial upon what day he amends, provided he does so before expiration of the time allowed by the order.

Motion granted.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT.

July 23 and 24.

Meinertzhagen v. Davis.

Trustees, appointment of—Foreigners.

An American citizen, resident in England, married an English lady, and her property "was assigned to trustees upon trusts for the benefit of herself and her children," and a power was contained in the settlement for investment of the property in American funds or realty. The husband and wife remove to America, and the property is invested in American funds, and three new trustees, who are American citizens, are appointed:—Held, that the appointment of new trustees was valid.

Semble, That an appointment of foreigners as trustees under a power, where the property and the parties interested were English, would be improper.

Semble, That the original number of trustees should be adhered to in any new appointment of trustees.

This case, which is reported upon one point *ante*, vol. ii. p. 95, again came on to be heard, when objections were raised by *Swanston* and *Lee*, on behalf of the defendants Davis, as to the validity of the appointment of the new trustees, as the original number was not kept, and because the new trustees were American citizens resident in America; and, 2ndly, as to the propriety of allowing the fund to be transferred out of the jurisdiction. They cited *Attorney-General* v. *College of William and Mary in Virginia* (1 Ves. 243); and Lewin on Trusts, p. 465.

Wigram and *Palmer*, for the plaintiffs.

Leach, for the infant defendants.

The Vice-Chancellor.—The first question is, whether, immediately before the time when the agreement to indemnify was made, the Messrs. Davis were under any liability by reason of acts in which they participated or which they allowed. That was the only question opened by the plaintiff, and I did not conceive that there was any other question in the cause. That depends upon the question whether it is proper to alter the number of the trustees originally appointed. It is generally proper to adhere to the same number, and it is a rule attended with convenience. But, in the abstract, there is nothing materially inconvenient or improper in the appointment of a different number. If, however, the power is so worded as to contemplate the appointment of another number of trustees than those appointed by the original deed, there is no difficulty. I have already observed that there are words in this power which appear to shew that the parties contemplated the appointment of more than two trustees, and, therefore, I think that no liability arose on that ground. The next objection is one of a more formidable nature, viz. that the new trustees are American citizens. Without deciding the question, I will assume that where there is a settlement made in England upon a marriage of English persons, and then extending only to English persons, it would be imprudent and improper to appoint as trustees foreigners, or English persons resident abroad. The present is a case of mere personalty, belonging to an English lady, who marries a Virginian resident in England, the domicile and origin shewn to be Virginian. The mere fact of staying at any place does not change the domicile of origin. The instant he marries, the domicile of his wife becomes Virginian. This settlement then having been made under circumstances which rendered it probable that the parties might reside in Virginia, a provision is made for investment of the property in funds in America. This provision is general, not confined to the United States. It is quite plain, therefore, that the whole fund might be withdrawn from the jurisdiction of the Court, leaving only persons answerable, and if there were only persons answerable, they had but to shew that they had dealt with the fund according to the settlement, and they would be free from liability. All these events might reasonably and properly have occurred. What then? The parties return to Virginia; the two trustees resident in this country, who are connected with the wife, desire to retire; they retire and appoint three Virginian gentlemen trustees, relations of the husband, English in language as the husband, and English in origin as the husband, and I am called on to say that the appointment of three respectable persons, English in language and origin, is of necessity an improper appointment. I am of opinion that, in this case, it was a proper and justifiable course.

Thursday, July 25.

Burgess v. Burgess.

Executors, legacies to—Revocation.

Where there was a bequest to each of a testator's executors as a mark of respect for them, and, by a codicil, their appointment as executors was revoked, it was held, that they were nevertheless entitled to their legacies.

Dr. Burgess, by his will, gave to each of his trustees the sum of 100*l*. in the following terms:—"to each of my trustees, Bright, Marriott, and Burgess, 100*l*. as a mark of my respect for them." The same persons were appointed executors. By a codicil, the appointment of these persons as trustees and executors was revoked, and three others were appointed, to each of whom a sum of 100*l*. was given in terms similar to those used in the will as to the former executors. A question was raised in the suit, whether Messrs. Bright, Marriott, and Burgess were entitled to the legacies.

The case of *Read* v. *Devaynes* (3 Bro. C. C. 95) was cited.

Simpkinson, *Cooper*, *Russell*, *Wigram*, [illegible], *Toller*, *H. Clarke*, and *Boyle*, for the several parties.

The Vice-Chancellor said, that these gentlemen were entitled to the legacies notwithstanding their appointment as trustees and executors had been revoked. *Read* v. *Devaynes* would probably, at the present day, be decided differently than it had been.

Friday, July 26.

Barker v. Ford.

Practice—Costs. 41st Order of August 1841.

Where a defendant to an original bill filed a cross bill of discovery, but before an answer was put in to the cross bill the original suit was dismissed, the defendant to the cross bill was held to be entitled to his costs as under the old practice, the case not being within the 41st Order of August 1841.

In this case there was an orginal cause, and the defendant filed a cross bill of discovery against the plaintiff. Before an answer to the cross bill had been put in, the original bill was dismissed, and the defendant in the original suit gave notice to the plaintiff that he should not require an answer to the cross bill of discovery.

Swanston and *Montague*, on behalf of the plaintiff in the original suit, now moved that the cross bill might be dismissed with costs. This was not a case coming within the 41st Order of August, 1841, as the original cause would never be heard, and therefore the old practice must be adopted. (*Westfield* v. *Skipwith*, 1 Ph. 277.)

Russell and *Winstanley*, contrà.

The Vice-Chancellor (without hearing a reply)— *Take your order.*

Tuesday, August 6.

Thomson v. Thomson.

Mortmain Act—Shares in Gas Company.

Where a testator gave certain shares in a Gas Company, part of whose capital stock consisted of lands held for the purposes of the company, the Court held that the bequest was not void under the Mortmain Act.

Simon Gray, by his will, dated the 21st of February, 1827, gave the residue of his property to trustees for certain charitable purposes. Part of this property consisted of shares in the Gas-light and Coke Company, which was established by the 50th Geo. 3, c. 163, and regulated by several subsequent Acts of Parliament. By these Acts the company was made a corporation, for the purpose of manufacturing and selling inflammable air, &c. and they had the power to purchase lands, to the extent of ten acres, for the purposes of the corporation. In the joint stock of the corporation, which consisted, amongst other things, of these lands, the shareholders had an interest. The Master, to whom an inquiry had been referred with regard to the testator's estate, &c., had reported that these shares were purely personal estate. To this report some of the defendants excepted, it being urged by them that the bequest for charitable purposes was as to these shares void.

Russell and *Glass*, for the exceptions.

Simpkinson, *Swanston*, *Wigram*, *Malins*, *Hubback*, *Austen*, *Bagshaw*, and *Welford*, for parties in the same interest.

H. Twiss and *Wray*, for the Attorney-General.

The Vice-Chancellor.—This question relates to shares in a trading corporation, constituted and regulated by various Acts of Parliament, one of which makes the corporation perpetual, and by one or more of which the acquisition of land in fee-simple is authorised. The object is to produce inflammable air, &c. and to sell and dispose of it, [illegible] a power to make contracts for lighting the streets [illegible] which they may or may not exercise; and whether they exercise this power or not, it [illegible] surely a trading corporation. The joint stock to be used in establishing and carrying on the undertaking is to be subscribed in shares of 50*l*. each; and it is enacted, that these shares shall be deemed personal estate, and not of the nature of real estate. The shares thus constituted, then, are shares of a joint stock, to be raised for trading purposes, and the profits of which are to be divided among the proprietors. The shares can only be connected with land, as the business is carried on in connection with the earth, as all business to a greater or less extent must be, and also with real property to be purchased by the corporation. The landed property is held by the corporation as part of the general stock, which is to produce certain profits of trade which, when produced, are to be divided. Speaking untechnically, this interest would be as foreign to the idea of real property as possible. Now, it is possible that, by an excessively strict and far-fetched interpretation of the words of the Mortmain Act, this interest might be held to be within them. The question, however, is, whether upon a just and rational comparison of the language of the Act with the intention to be collected from the whole Act or otherwise, the words are properly applicable to a case of this description. I am of opinion that they are not. Without saying that these interests may be within the term—which I can scarcely understand—"pure personalty," I am of opinion that they do not fall within the Mortmain Act according to a just interpretation of that Act.

Bankrupt and Insolvent Courts.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Fane.)

Monday, Sept. 9.

Re Alger, an Insolvent Debtor.

Rules of evidence—Fraud under 7 & 8 Vict. c. 96, s. 24.

This insolvent came before the commissioner on his interim order, and was opposed by Messrs. Watson and Co. (with whom he had dealt for nearly twelve months) on the ground that he had ordered goods on the 4th of May last, and for which he was to pay ready money, but when the goods were delivered, the insolvent was unable to do so. Insolvent subsequently ordered three other parcels of goods, and paid for them, leaving the 3*l*. 5s. yet unpaid. A statement was made by the opposing creditor of what his traveller informed him as to a conversation between the said traveller and insolvent about ready-money dealing, when the attorney,

Buchanan, of Basinghall-st. who supported the insolvent), objected to the evidence, as the traveller was not present in court to be subjected to cross-examination, and who was the only person who could give the real facts as to the contract. This

Mr. Commissioner Fane overruled, saying it was not necessary that the strict rules of evidence should be observed in this court.

Buchanan addressed the Court on the whole case, and again pressed the great importance of the rules of evidence being acted up to, and to reject all hearsay evidence, as in other courts, but was stopped by

The Court, who adjudged that the debt was contracted by fraud, and therefore under the 24th sec. 7 & 8 Vict. c. 96, declined to name a day for the final order, and refused to extend the protection.

Ecclesiastical Courts.

PREROGATIVE COURT.

Coventry v. Williams.

It is incumbent on a party setting up a paper as testamentary, to shew by the contents of the paper itself, or by extrinsic evidence, that it is of that nature.

If the paper purports of itself to be testamentary, the party who opposes its admission to probate must, in order to get rid of it, shew that it was not made animo testandi.

If the purport be equivocal, the party setting it up must shew that it was made animo testandi.

A paper not describing itself as codicillary to the will of the testator, nor directing any thing to be done, but only expressive of the writer's intention "immediately to order" his solicitor "to make a (certain) codicil," is not, upon the face of the instrument itself, of a testamentary nature; and in the present case, the extrinsic evidence with regard to it fails to shew that the deceased intended it to operate as a codicil.

The delivery of such a paper to the party named therein is not sufficient to supply the deficiency of its internal character.

A suit respecting the validity of certain codicils to the will of George William, [illegible] Earl of Coventry, who died on the [illegible] of May, [illegible].

The deceased, during the latter years of his life, was admitted to [illegible] mind; but he left behind [illegible] thereto, alleged to have [illegible] to, and consequently to be [illegible] of administration [illegible] were, in the

month of July 1843, granted to the Hon. Mr. Coventry, a brother of the testator. In addition to these, several other papers were propounded by the various legatees named therein. Some, if not all of them, were opposed by the administrator to whom probate of the will and first codicil had been granted, on different grounds. Their validity was argued and decided by the Court during the course of last Hilary Term (2 Law T.). Amongst them the following was propounded as a codicil to the will of the deceased by a Mrs. Chase, an actress, the sole legatee named therein:—

"Severn Bank, Worcester, Nov. 18, 1840.

"In consequence of a late introduction to Mrs. Chase, finding her talents and virtues unrepaid, either by her profession (to which she is an ornament), or by her husband, who since that acquaintance has been proved to be already married, I have determined to offer her, as a tribute to her talents and virtues, the following small pittance, that poverty may never overtake her. I shall immediately order Mr. Morland, who has made my will, to make the following codicil to it:—That whereas, in consideration of my sincere affection for her irreproachable character and her other virtues, she shall enjoy from me the small but welcome allowance of fifty pounds per annum, to be paid by Messrs. Coutts and Co. bankers, Strand, half-yearly, quarterly, or annually, as she shall will it. And after her death (which I cannot contemplate without feelings of the deepest regret), to her son. Given under my hand and seal, this 18th of November, 1840.

"Coventry."

"Witness,—Thomas Marchant,
"Richard Chambers, M.D."

Sir *J. Dodson*, Q.A. and *R. Phillimore*, opposed the validity of the paper, on the ground that it was not of a testamentary character. There was nothing on the face of the instrument from which its codicillary nature could be inferred, and the evidence of the attesting witnesses did not shew that the deceased had that object in view when he executed it. They cited *The King's Proctor* v. *Daines* (3 Hagg. 218) and *Griffin* v. *Ferard* (1 Cur. 98).

Addams, in support of the paper, submitted that the paper was a provisional codicil intended to operate if the deceased did not make one of a more formal character. He had not done so, and the Court was bound to carry his obvious intentions into effect by granting probate to the present paper.

Sir H. Jenner Fust, having taken time to consider, now pronounced judgment.—The question to be determined in this case relates to a paper, dated the 18th of November, 1840, propounded as a codicil to the will of the late Earl of Coventry, by a Mrs. Chase, the sole legatee named therein. The contents of this paper are as follows (*vide supra*). The question I have now to decide is, what is the legal character of this paper. Now, upon the face of it, this paper does not purport to be testamentary; it does not purport to be the instrument under which this lady is to take an annuity of 50*l.*; it does not speak of an act done, but of an act to be done, and that not by the deceased but by a Mr. Morland, who, it appears, had drawn the deceased's will. Now, I apprehend it to be incumbent upon a party setting up a paper as testamentary to shew, by the contents of the paper itself or by extrinsic evidence, that it is of that character and nature; that by the very identical paper the party deceased has given, or intended to give, or supposed himself to have given, the particular legacy or bounty claimed. If the paper purports of itself to be testamentary, the party who opposes its admission to probate must, in order to get rid of it, shew to the Court that it was not made *animo testandi*. I am clearly of opinion that this paper is not testamentary in itself; it is only to have operation and effect by the instrumentality of some other document; the deceased is to give orders to Mr. Morland to make that which is to be the effective instrument. I am the more inclined to this opinion by this circumstance: the codicil of 1840 commences in these words: "This is another codicil to my will;" a special and direct declaration that that very instrument is a codicil to his will. This is also the expression made use of in another paper, dated in the year 1836, "This is a codicil to my will." Those two papers are, therefore, both very differently described from that now under consideration, which purports not to be an act done at the moment, but indicates an intention to give instructions to a solicitor to prepare a codicil to such and such effect. Upon the face of this instrument there is nothing testamentary. Then, is there any extrinsic evidence that the deceased did intend this paper to operate as a codicil? I can find none; indeed, there is one striking circumstance to the contrary appearing on the evidence of the attesting witnesses, namely, neither of them, at the time of attesting, had any notion that they were witnessing a codicil. The whole evidence of Marchant shews that at the time of [illegible] this paper, he did not know it was a codicil; [illegible] nearly the commencement of his deposition. [illegible] interrogatory, "I had no [illegible] of the contents or purport of the said [illegible] was a codicil." The evidence does not supply what is [illegible] on the face of the paper itself. The other witness, Dr. Chambers says, in his examination in chief, that he was in attendance on Mrs. Chase, then staying at Lord Coventry's house; that agreeably to a request from his lordship, he called at the house and found Mrs. Chase and his lordship sitting in the dining-room; that after conversing with them for some time, Lord Coventry said, speaking to Mrs. Chase, "As Chambers is here, I may as well get him to sign this paper;" and he thereupon got up and went to his writing-table, and took from a drawer a paper and read its contents. The purport of it was to bequeath —"bequeath" is the expression the witness uses— an annuity of 50*l.* to Mrs. Chase. He says, "I further recollect that his lordship said the annuity was to be continued to her little boy." Then he goes on to state that Marchant was called in, the deceased having signed the paper before Marchant came into the room; and then he says, "Upon Marchant coming in, Lord Coventry desired him to sign his name to the paper, which Marchant did in the presence of Lord Coventry and me, Mrs. Chase being also present. Marchant having signed it, withdrew. My present belief is, that I did not sign the paper until after Marchant had left the room, because I have some recollection of having mentioned to Marchant, as I was leaving the house, that I also had signed the paper." In answer to the first additional interrogatory, the same witness says, "Whilst Lord Coventry was in the act of signing his name to the codicil in question, he mentioned to me the purport of its contents." In answer to the second interrogatory, he states the manner in which the paper was executed and attested. To the third he says, "I have before stated the manner in which I was asked to witness the said codicil; my signing was, in part, at my own suggestion, on account of Lord Coventry having, in the first instance, said that he might as well sign the codicil whilst I was there. I have no recollection of Lord Coventry having, in exact terms, called the paper in question a codicil to his will; he did not ask me to sign it as being a codicil; I did not (being unacquainted with the legal operation of similar papers) know that such paper would take effect as a codicil to his will. I had no doubt of the validity of the paper to effect whatever might be thereby intended by Lord Coventry." In answer to the twelfth interrogatory, "It was the impression on my mind at the time of signing and witnessing the said paper, that it was not more than a memorandum or security to Mrs. Chase that his lordship would make her the allowance therein mentioned. I considered the annuity mentioned was already in course of payment, and not postponed until his lordship's death. After I had witnessed the paper, Lord Coventry handed it to Mrs. Chase, saying "That is a sufficient security for you," and she then folded it up and placed it in her bosom. Lord Coventry also said to Mrs. Chase, "I will speak to Morland about it." Here, then, is the same intention deposed to as is manifested on the paper itself, namely, that the deceased was to speak to Morland respecting it. Dr. Chambers says to the same interrogatory, "Had I supposed that my signature to the said paper would have given it validity as a codicil, I should not for a moment have hesitated to sign it on being requested by Lord Coventry to do so." This is the evidence of the two witnesses, the only persons present at this transaction. They cannot say that the deceased signed this paper as a codicil to his will; the impression on the mind of Dr. Chambers is that it was a mere security to Mrs. Chase that Lord Coventry would make such a codicil —that he would speak to Morland about it. There is nothing, as it appears to me, to supply the deficiency in the character of the paper; the evidence in that respect decidedly fails. Then the question arises whether the delivery of this paper to Mrs. Chase is sufficient to supply what is wanting in its internal character; I am of opinion it is not. I do not think it was, as suggested in argument, a provisional paper intended to operate in case the deceased did not make one of a more formal nature. It has been said that the impression of the witnesses as to its character could not affect the nature of the paper, and that it may, notwithstanding their impression, be a codicil. Undoubtedly it may, but where there is no internal evidence from the paper itself, that it was intended to be testamentary, it is essential that the extrinsic evidence should supply that which is necessary to give it a testamentary character. I must reject this paper.

CENTRAL CRIMINAL COURT.

AUGUST SESSIONS.

Monday, Aug. 19.

Rex. v. Bunyan and Morgan.

Indictment for indecently exposing the person. What is sufficient evidence of the offence having been committed in public.

The prisoners were indicted at common law for indecently exposing their persons; and the first count of the indictment set out that they, on the day of , in the parish of , unlawfully and wickedly did meet together, and were in a certain room in the dwelling-house of one W. B. with the intent and for the purpose of committing and perpetrating with each other divers unnatural and sodomitical acts and practices, and that defendants did in the sight and view of each other, and also in the sight and view of one C. S. and divers other liege subjects, expose their naked private parts, and did put and place their hands upon and against their naked private parts, and divers lewd and beastly acts then and there did, &c.

The 2nd count—That the defendants did unlawfully lay their hands on each other, with intent to excite and stir up in each other filthy, lewd, beastly, and unnatural lusts and desires, and to excite each other to the commission of divers unnatural acts and practices, and that the said G. Bunyan did unlawfully and wickedly expose his private parts to the sight and view of the said W. Morgan, and that the said W. Morgan did put and place his hands upon and take hold of the naked private parts of the said G. Bunyan, and other filthy and unnatural acts then and there did, &c.

The evidence was to the effect that the two prisoners had gone into the room in question, which was the parlour of a public house, and that while there they committed the acts mentioned in the indictment. A female servant, it appeared, had witnessed their conduct through the window of another room, which was separated from the parlour by a passage. She immediately went to procure assistance, *and, in consequence of her representations*, a policeman and another witness came to the spot, and they also saw sufficient to constitute the crime. The servant herself was, however, not called, and, of course, her representations to the policeman could not be received.

Upon this state of facts,

Prendergast, for the prisoners, submitted that since publicity constituted the very essence of this offence at common law, it should be proved for the purposes of a conviction, that the parties had committed these acts in a public place, such that the natural consequence would be that they would be seen by others, and that, in fact, they were seen by others *casually, and not by contrivance*.

The Recorder.—Must it not be inferred, that what these parties did was obvious to the servant girl at least, and that it was an annoyance to those in the house?

Prendergast.—Nothing of the kind is proved. We have merely the evidence of those who came for the express purpose of seeing what was going forward, and surely it cannot be contended that these acts were an annoyance and injury to them, within the meaning of the law, when they intentionally sought the exhibition of which they complain. The prisoners here sought privacy, and for all that appears in evidence, they might have obtained it but for the arrangement between other parties. How can it be said that the prisoners have done this publicly, when, but for the acts of others, of which acts we are legally ignorant, the witnesses who are to prove the publicity would have known nothing of the matter? Suppose that two persons were to shut themselves up in a room and commit the acts here alleged, they surely could not be said to have wilfully exposed their persons in public, and yet they might be seen through a hole in the wall, which had been made for the express purpose of detecting them. This shews that it is not the mere possibility of their practices being witnessed by others that will constitute a sufficient publicity. The question is, did the parties commit the acts, reckless of the probability of their being overlooked? Then, as to the second count, it cannot be supported, for there is no allegation of publicity, and it has never yet been held that an exposure by one party to the other, both being culpable, is sufficient to create an offence at common law.

The Recorder.—As to your argument respecting the second count, I need not decide the question, because it is patent on the face of the record, and you may have your writ of error. With regard to the first count, I shall leave it to the jury to say whether this was a place in which such practices occurring, they were likely to be witnessed by others. It cannot be necessary to prove that the parties intended that the public should detect them; they would always seek as much privacy as they could conveniently obtain; but was this such a situation that there was no reasonable probability of their being so discovered? It is true that the servant maid is not called; but if there be any thing in the objection that the witnesses we have heard to-day went to the room expressly to look upon the disgusting acts they have detailed, still it must be a question for the jury, and one which they are fully entitled to decide, whether the reason of the witnesses being summoned to the house could be any other than that the girl herself had seen what they saw subsequently. In any view of the case, therefore, I think there is ample evidence to go to the jury.

The case was accordingly so left, and the prisoners were convicted.

THE LEGISLATOR.

Summary.

THE session having closed, there is nothing to record under this head. The publication of the new statutes proceeds rapidly, and we print to-day Mr. Fitzroy Kelly's proposed Bill for establishing "Appeal in Criminal Cases." The proposed Consolidation Bills relating to future railways and public improvements, &c. will appear in due course.

Bills in Progress.

APPEAL IN CRIMINAL CASES.

A Bill to provide an Appeal in Criminal Cases; prepared and brought in by Mr. Fitzroy Kelly and Mr. Godson. We print this important measure at length.

[Note.—The words printed in *Italics* are proposed to be inserted in the committee.]

1. *Preamble. Any defendant found guilty may move either of the Courts at Westminster for a rule nisi for a new trial, or to enter the verdict for the defendant, or to arrest the judgment.*—Whereas it is expedient to provide for an appeal in criminal cases, be it enacted, by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That whenever any defendant shall have been found guilty of any felony or misdemeanor at the Central Criminal Court, or before any judge or judges of assize, oyer and terminer, or gaol delivery, or at any Court of General or Quarter Sessions of the Peace, or at any other Court having jurisdiction to try any indictment for felony or misdemeanor, it shall and may be lawful for her Majesty's Court of Queen's Bench, her Majesty's Court of Common Pleas, or her Majesty's Court of Exchequer at Westminster, upon motion to be made by appeal for or on behalf of such defendant, upon affidavit or otherwise, to order that the verdict of guilty so found, and all proceedings thereupon had, shall be set aside, and that a new trial shall be had, or that a verdict of not guilty shall be entered in lieu thereof, and of judgment thereupon, or that the judgment shall be arrested.

2. *The time within which the motion is to be made.*—And be it enacted, that whenever any defendant shall be found guilty as aforesaid in any Term, any such motion for the rule *nisi* shall be made within the next *eight* days after such verdict, provided there be so many days remaining in the said Term; and where any such verdict shall be given within *four* days next before the commencement of any Term, that then such motion shall be made within the first *eight* days of such Term; and where any such verdict shall be given within the last *eight* days of any Term, and in all other cases, such motion shall be made on or before the *fourth* day of the next Term after such verdict shall have been given: provided always, that it shall and may be lawful for any of the said Courts at Westminster to grant to any defendant such further time as to such Court shall seem meet for the purpose of making any such motion.

3. *That the order of the Court on that motion shall be obeyed by all the sheriffs and others.*—And be it enacted, That whenever any such motion shall be refused or granted, or any such rule shall be made absolute by any of the said Courts at Westminster, a rule shall be drawn up by the proper officer of such court, and every such rule shall contain the judgment or order of such court, and every such rule, and the judgment or order contained in such rule, shall in all things be performed, obeyed and executed by all sheriffs, gaolers and other officers to whom obedience to such rules, judgments or orders may appertain.

4. *The mode of serving the rule nisi if granted. The mode of proceeding if the rule be refused.*—And be it enacted, That whenever upon such motion as aforesaid a rule nisi shall be granted, the defendant shall cause an office-copy of such rule nisi to be served upon the prosecutor or his attorney, and upon her Majesty's Attorney-General; and whenever upon any such motion as aforesaid any rule absolute shall be made, the defendant shall cause an office-copy of such rule to be served upon the sheriff or under-sheriff of the county in which such defendant shall have been tried, and on the officer in whose custody the indictment on which such defendant shall have been tried shall be; and, in case such defendant shall be in custody there, also upon the gaoler or other officer in whose custody such defendant shall happen to be; and whenever any such motion shall be refused, or any verdict of guilty shall be affirmed, the prosecutor, or the Attorney-General in case the prosecutor be dead or cannot be found, shall cause an office-copy of the rule to be served upon the sheriff or under-sheriff, and other officer hereinbefore mentioned; and every such officer in whose custody such indictment as aforesaid shall be, shall, upon being served with any such office-copy of any such rule as aforesaid, indorse on the back of such indictment, a true and correct copy thereof, and shall file such copy of such rule with the said indictment; and every such rule, when so indorsed on the said indictment, shall have the force and effect of a judgment: provided always, that in case it shall be made to appear upon affidavit to the Court that shall have granted any such rule nisi as aforesaid, that the prosecutor is dead, or cannot be found, and that the Attorney-General has had reasonable notice in writing thereof, it shall and may be lawful for such Court to hear and determine such motion in like manner as if the prosecutor had been duly served with an office-copy of such rule nisi as aforesaid.

5. *The proceedings when a new trial is ordered. When a verdict of not guilty is entered, or the judgment is arrested.*—And be it enacted, That in all cases where any of the said Courts at Westminster shall order a new trial to be had, it shall and may be lawful for the said Court, in and by the same rule whereby such new trial shall be granted, to order when such new trial shall take place; and in all cases wherein a new trial shall be ordered, the same shall be had in like manner as if no former trial had taken place, and the Court before whom any such new trial shall be had shall have the like power, jurisdiction, and authority to proceed to judgment, and to pass sentence, and to order costs, and to do all other acts, matters, and things whatsoever, as the Court before whom such former trial was held; and all such acts, matters, and things shall have the like force and effect as if the same had been done by the Court before whom such former trial was had; and that in all cases where any of the said Courts at Westminster shall order a verdict of not guilty to be entered, or the judgment to be arrested or reversed, and the defendant shall then be in custody, the gaoler or other officer in whose custody such defendant shall then be, shall, upon service of an office-copy of the rule containing such order as last aforesaid, forthwith discharge such defendant out of custody, as to the offence whereof the defendant shall have been found guilty as aforesaid; and in every case where any of the said Courts at Westminster shall make such order as last aforesaid, and the defendant shall then be at large upon recognizances, such order shall be and be deemed and taken to be a full and complete discharge and satisfaction of such recognizances.

6. *Proceedings when the Court refuses the rule nisi, or affirms verdict of guilty. When the party is in custody. When the party is at large.* And be it enacted, That in all cases where any of the said Courts at Westminster shall refuse any such motion for a rule nisi, as aforesaid, or shall affirm any verdict of guilty against any defendant, and such defendant shall then be in custody awaiting the determination of such motion, and sentence shall have been pronounced upon such defendant, either by the Court before which the defendant shall have been tried, or by any of the said Courts at Westminster, the sheriff and the gaoler or other officer in whose custody such defendant shall then be, and all other officers to whom the execution of such sentence shall pertain, shall, upon service of an office-copy of the rule of such Court refusing such motion, or affirming such verdict, proceed to carry such sentence into execution according to due course of law; and in all cases where any such motion shall be refused, or any verdict of guilty shall be affirmed by any of the said Courts at Westminster, and the defendant shall then be at large, it shall and may be lawful for such Court at Westminster as last aforesaid, to issue a warrant for the apprehension, and for conveying him to the proper goal or house of correction, in order that such defendant may undergo such punishment as shall have been awarded against him, and such warrant shall be of force and effect throughout England, and may be executed by any officer of the said Court or any constable or peace officer in England.

7. *The judge at the trial may reserve any point of law to be considered in a court at Westminster.*—And be it enacted, That it shall and may be lawful for any Court before whom any indictment for any felony or misdemeanor shall be tried, to reserve any question of law which shall arise for the consideration of such one of the said Courts at Westminster as shall be named by the defendant in such case; and it shall and may be lawful for each of the said Courts at Westminster, in every case whatever which shall be brought before them under the provisions of this Act, whether upon motion or by writ of error, or on any question of law reserved as aforesaid, by rule, to order a verdict of not guilty to be entered, and judgment thereon, or to order a new trial to be had, or to order the judgment to be arrested or reserved, or to make such other order, and to give such other judgment as upon the whole matter shall appear to such Court to be right and just.

8. *Proceedings as to sentence when an appeal has been made. When sentence is pronounced. When the sentence is postponed.*—And be in enacted, That if any defendant having been found guilty, shall by himself or his counsel or attorney, before sentence is pronounced, declare his intention to appeal by motion to either of the Courts at Westminster as aforesaid, or to bring a writ of error, or if the Court before whom such defendant shall have been tried shall reserve any such question of law as aforesaid, or shall otherwise think proper, it shall and may be lawful for such Court in its discretion, either to pronounce a sentence to be carried into execution at such time after the determination of such appeal, writ of error, or question reserved as aforesaid, as to such Court shall seem meet, or to postpone the pronouncing of sentence until after such determination as aforesaid, or to pronounce a sentence to be executed as if no such appeal or writ of error were to be made or brought, or question reserved; and in case such Court shall postpone the sentence as aforesaid, or pronounce a sentence to be carried into execution after such determination as aforesaid, it shall and may be lawful for such Court in its discretion to order such defendant to be detained in custody until the determination of such appeal, writ of error, or question of law reserved as aforesaid, or be discharged out of custody upon entering into such recognizance, either with or without sureties, and subject to such condition as to such Court in its discretion may seem meet, and every such recognizance shall be and continue in full force and effect until the condition of such recognizance shall have been fully performed; and in every case where any Court shall have postponed passing sentence upon any defendant, and the verdict against such defendant shall be affirmed by any one of the said Courts at Westminster, it shall and may be lawful for such Court at Westminster to pronounce sentence upon such defendant; and every such sentence shall have the same force and effect, to all intents and purposes whatsoever, as if the same sentence had been pronounced by the Court before whom such defendant was tried; and every such sentence shall be inserted in the rule of such Court to be made as aforesaid, and form part of the judgment or order of such Court, and shall be carried into effect, and in all things be performed, obeyed and executed by all sheriffs, gaolers and other officers to whom the execution thereof shall appertain.

9. *Sentence on defendants in cases where sentence has not been pronounced by the Court before whom defendant was tried.*—And be it enacted, That whenever any Court before whom any defendant shall have been found guilty, shall have postponed pronouncing sentence upon any such defendant, and any of the said Courts at Westminster shall have affirmed such verdict, but shall not have pronounced sentence upon any such defendant under the provisions of this Act, it shall and may be lawful for any judge at the Central Criminal Court, or any judge of assize, oyer and terminer, gaol delivery or nisi prius, or any justices of the peace at any general or quarter sessions of the peace, or any recorder of any borough, or any judge of any other court having jurisdiction to try any felony or misdemeanor, at any session of such court respectively before which such defendant shall have been so found guilty as aforesaid, holden after such verdict shall have been affirmed as aforesaid, to pronounce sentence upon such defendant in like manner as the Court before which such defendant was tried might have pronounced as last aforesaid, shall be good and valid in law to all intents and purposes whatsoever.

10. *A bill of exceptions may be tendered. A writ of error allowed. Writ of error to the House of Lords.*—And be it enacted, That it shall and may be lawful for the defendant or his counsel, upon the trial of any indictment for any felony or misdemeanor, at any time before sentence shall be pronounced, to tender a bill of exceptions to the opinion and direction of the Court upon such trial, upon any matter of law whatsoever: provided always, that it shall be sufficient to tender the substance of such exception in writing to the said Court before the sentence shall have been pronounced, and the same shall be drawn up in form within such a reasonable time afterwards as such Court shall appoint, and that in every such case it shall and may be lawful for such defendant to sue out from the Crown-office a writ of error, in the form in the schedule hereunto annexed, and which said writ of error shall be granted upon a certificate of any serjeant-at-law or barrister-at-law, that he considers it a proper case for a writ of error, and that it shall not be necessary in any such case to obtain the fiat of the Attorney General or Solicitor-General for the issuing of such writ, and such writ of error shall be served upon the clerk of assize, or other officer having the custody of the records of the Court before whom such trial was had; and such clerk of assize or other officer shall make a copy of the record, and annex thereto the minutes of the evidence, or the material part thereof, and the bill of exceptions; which said minutes and bill of exceptions shall be delivered to him by or on behalf of the defendant for that purpose, signed by the Court before whom the defendant shall have been tried (which signature such Court is hereby empowered and required to affix thereto), and shall transmit the same, together with the writ of error, to the Master of the Crown-office, to be by him produced before such one of the Courts at Westminster as shall be named by the defendant in such writ of error, and such Court shall thereupon proceed to hear and determine the same; and such Court shall have the same powers and authorities in all respects as are hereinbefore given to the said Courts at Westminster, in case of motions made on the behalf of any defendant or upon questions of law reserved; and

the judgments of such Courts shall be by rules, and every such rule shall be of the like force and effect, and shall be obeyed and executed in the same manner as the rules hereinbefore mentioned; and that it shall and may be lawful for the prosecutor or defendant to bring a writ of error upon such lastmentioned judgment to the House of Lords, and the proceedings for that purpose shall be the same as may now by law be had upon a writ of error in criminal cases from the Court of Exchequer-Chamber to the House of Lords: provided always, That every writ of error brought under the provisions of this Act shall be sued out within *one month* after the delivery of the judgment upon which such writ is issued, and not afterwards.

11. *Proceedings as to indictments, non-repair of highways, &c.*—And be it enacted, That it shall and may be lawful for any of the said Courts at Westminster, in any case where a verdict of not guilty has been given upon any indictment for the non-repair, obstruction, or damage of or to any highway or bridge, or for any nuisance, to order such verdict to be set aside, and a new trial to be had in case it shall appear to such Court that it is expedient to the ends of justice so to do; and the rules to be pronounced in such cases, and all proceedings thereupon, shall be in like manner and of like force and effect as hereinbefore provided in respect of the rules upon motion hereinbefore mentioned: provided always, that nothing in this Act contained shall be construed to empower any of the Courts at Westminster aforesaid to grant any new trial in any other case where a defendant has been acquitted of any felony or misdemeanor by the verdict of a jury.

12. *The defendant need not be present at the motions in the courts at Westminster.*—And be it enacted, That it shall in no case be necessary for any defendant to be present before any of the said Courts at Westminster during the hearing or determining any case under the provisions of this Act, and that every judgment pronounced by any of the said Courts at Westminster under the provisions of this Act, in the absence of any defendant, shall be as valid and effectual as if the defendant had been present when the same was pronounced.

13. *Audience by barrister in the Court of Common Pleas.*—And be it enacted, That for the purposes of this Act and in all matters relating to such proceedings as in this Act mentioned, her Majesty's counsel learned in the law, and all other barristers-at-law, shall and may, according to their respective rank and seniority, have and exercise equal right and privilege of practising, pleading, and audience in the said Court of Common Pleas; and that it shall not be lawful for the said Court of Common Pleas to exclude the parties to any such proceedings from appearing or being heard by counsel before the said Court.

14. *Copies of the record.*—And be it enacted, That whenever any motion shall be made which may render it necessary to produce a copy of any indictment or record before any of the Courts at Westminster, the defendant shall before or at the time of making such motion as aforesaid, cause a copy of such indictment or record, certified by the proper officer, as hereinafter provided, to be deposited with the proper officer of the said court: Provided always, That if in any case such copy shall not have been so deposited as aforesaid, and the Court shall think it necessary that such copy should be produced, it shall and may be lawful for the said Court to order such copy to be obtained by the defendant, and deposited with such officer as aforesaid, and for that purpose to adjourn the case till such time as such Court shall think fit.

15. *Copy of indictment to be delivered before or after trial, on application of defendant.*—And be it enacted, That in all cases of prosecution for any crime or misdemeanour, a copy of the indictment or record shall be delivered, either before or after sentence has been pronounced, to the defendant or his clerk in court, or attorney, upon application made for the same to the clerk of assize or other officer who shall have the custody of the same, at a reasonable time and place, on payment of a reasonable sum for the same, not exceeding for each folio of ninety words; and every such copy shall be signed and certified to be a true copy by the clerk of assize or such other officer so having the custody of such indictment or record, or by the deputy of such clerk or other officer; and every such copy purporting to be signed and certified as aforesaid, shall be deemed and taken for all intents and purposes whatsoever to be as good and effectual as the indictment or record whereof it is a copy, without proof of the signature, or official character of the person appearing to have signed the same; and every such clerk of assize, officer or deputy as aforesaid who shall certify any writing as a true and authentic copy of any indictment or record, knowing the same to be false in any material part, and every person who shall counterfeit the signature of any such clerk, officer or deputy as aforesaid for the purpose of counterfeiting or certifying copy of any indictment or record, or shall utter any such copy of any indictment or record with a false or counterfeit signature thereto, knowing the same to be false or counterfeit, or shall utter any writing as a true and authentic copy of any indictment or record so certified as aforesaid, knowing the same to be false in any material part, shall be guilty of felony, and being duly convicted thereof shall be liable, at the discretion of the Court, to be transported beyond the seas for life, or for any term not less than *seven* years, or to be imprisoned for any term not exceeding four years.

16. *Records may be removed from general or quarter sessions to be held at the assizes, either in the criminal or the civil side thereof, or by a special jury.*—And whereas it is sometimes expedient and conducive to the ends of justice that an indictment found at the general or quarter sessions of the peace should be tried at the assizes to be holden for the same county wherein such court of sessions is holding, or that an indictment found at the assizes should be tried by a special jury, or on the civil side; be it therefore enacted, That it shall and may be lawful for any of the said Courts at Westminster, or any judge of the said Courts, to order that any indictment found at any general or quarter sessions of the peace, shall be tried at the assizes to be holden in the same county wherein the said court of sessions is holden, either on the civil or crown side, either by a common or special jury, or that any indictment found at the assizes shall be tried by a special jury either on the civil or crown side; and in every case where such indictment shall be ordered to be tried by a special jury, such jury shall be struck in the manner provided in and by the statute passed in the sixth year of the reign of his late Majesty King George the Fourth, intituled, "An Act for consolidating and amending the Laws relative to Jurors and Juries," and that all the provisions of the said Act shall be applicable to all causes tried by special juries under the provisions of this Act; and where any indictment found at any quarter sessions shall be ordered to be tried at the assizes, the clerk of the peace, or his deputy, shall, upon being served with an office copy of such rule or order, transmit such indictment to the clerk of assize for the county where such indictment was found, or where such indictment shall be ordered to be tried; and that every trial, and all proceedings had under and by virtue of any such order, shall be as good, valid, and effectual to all intents and purposes as if the same trial and proceedings had taken place in the usual and ordinary course; and every Court before whom any trial shall take place by virtue of any such order shall have the same power, jurisdiction and authority to pass sentence, to award costs and to do all other matters and things to all intents and purposes, as the Court before which the indictment so ordered to be tried would have been tried in the ordinary course.

17. *Indictments may, without removal by writ of certiorari, or of error, be quashed, or the judgments thereon reversed.*—And whereas the removal of indictments and records by writs of certiorari and writs of error, for the purpose of objecting to the sufficiency thereof, is frequently attended with great and unnecessary expense and delay: for remedy thereof, be it enacted, That it shall and may be lawful for any prosecutor or defendant in any case of felony or misdemeanor, to apply by motion to any of the said Courts at Westminster, upon production of such certified copy of any indictment or record as aforesaid, to quash such indictment, or to reverse the judgment contained in such record; and that every judgment pronounced by any of the said Courts at Westminster, upon any such copy of any indictment or record as aforesaid, shall be of the same force and effect as if the same had been pronounced upon such indictment or record after the same had been removed by writ of certiorari or writ of error.

18. *Interpretation clause.*—And be it enacted, That wherever in this Act words have been used importing the singular number or the masculine gender only, yet the Act shall be understood to include several matters as well as one matter, and several persons as well as one person, and females as well as males, and bodies corporate as well as individuals, unless there be something repugnant to such construction; and the word "defendant" shall be construed to include any person or persons, or the inhabitants of any county, riding, borough, county of a city, county of a town, parish, township, hundred, or any other district, or any body corporate indicted for any felony or misdemeanor; and that the word "indictment" shall be construed to intend any indictment, information, presentment, or inquisition; and that the word "record" shall be construed to include all rolls, records, writs and documents whatsoever in the nature of records; and that the word "county" shall be construed to include any county, riding, county of a city, county of a town, city, cinque port, borough, or town-corporate; and that the word "court" shall be construed to include every judge of assize, oyer and terminer or gaol delivery, recorder, or court of general or quarter sessions, or judge, or chairman, justice or justices thereof respectively.

19. *The construction of this Act.*—And be it enacted, That this Act, and every clause and provision therein contained, shall be construed liberally and beneficially, and so as to effect the objects and intention of the said Act, in as full and ample a manner in all respects as may be.

20. *Commencement of this Act.*—And be it enacted, That this Act shall commence and take effect from and after the

21. *Act may be altered.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this present session of Parliament.

THE SCHEDULE TO WHICH THIS ACT REFERS.

Form of writ of error.

Victoria, by the grace of God, &c. [here describe the Court to which the writ is to be sent]: Forasmuch as in the record and process, as also giving judgment upon a certain indictment [inquisition, &c. as the case may be] against one [defendant's name] for a certain felony [or misdemeanor; here state briefly the offence], whereof the said [defendant's name] is convicted, as it is said manifest error hath intervened; We, willing that the said error, if any, should be duly corrected, do command you that if judgment be given thereupon, then you send to us, under our Crown Office, under your seals or the seals of one of you [as the case may be] the record and process aforesaid, with all things touching the same, so that they may be in the said Crown Office on the day of now next in order, to be produced before our Court of at Westminster.

Witness ourselves the day of in the year of our reign.

NEW STATUTES.

Of the Session 8 Victoria.

[In this record of actual Legislation, we adopt the plan of giving the titles alone of the statutes of no general or professional interest; and analyses of the more important changes in the law, printing at length such statutes or parts of statutes only as are of particular interest to our readers.]

(*Continued from page 437.*)

CAP. LVI.

An Act concerning Banns and Marriages in certain District Churches and Chapels. (July 29, 1844.)

We give this statute entire.

59 Geo. 3, c. 134, 1 & 2 Wm. 4, c. 38; 1 & 2 Vict. c. 107; 3 & 4 Vict. c. 60. *Where a district is assigned under last-recited Act the church building commissioners or the bishop to decide as to banns and marriages.*—Whereas an Act was passed in the fifty-ninth year of the reign of King George the Third, intituled "An Act to amend and render more effectual an Act passed in the last Session of Parliament, for building and promoting the building of additional Churches in populous Parishes." And whereas another Act was passed in the second year of the reign of his late Majesty, intituled "An Act to amend and render more effectual an Act passed in the seventh and eighth years of the reign of his late Majesty, intituled 'An Act to amend the Acts for building and promoting the building of additional Churches in populous Parishes:'" And whereas another Act was passed in the second year of the reign of her present Majesty, intituled "An Act to amend and render more effectual the Church Building Acts:" And whereas another Act was passed in the fourth year of the reign of her said Majesty, intituled "An Act to further amend the Church Building Acts:" And whereas doubts are entertained whether banns of matrimony can be published or marriages be solemnized in churches or chapels to which districts have been or may hereafter be assigned under the said recited Act passed in the second year of the reign of his late Majesty; and it is expedient to remove such doubts: Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That in every case in which a district has been or shall be assigned to any church or chapel under the provisions of the said last-mentioned Act, it shall be lawful for her Majesty's commissioners for building new churches, with the consent of the bishop of the diocese, in every such case as has come or shall come before the said commissioners under the provisions of the said last mentioned Act, and for the said bishop in every such other case, to determine whether banns of matrimony shall be published and marriages solemnized in any such church or chapel aforesaid or not.

2. *Proceedings in cases where it shall be determined that banns may be published and marriages solemnized. How fees to be disposed of.*—And be it enacted, That when and so soon as it shall be determined that banns of matrimony may be published and marriages solemnized in any such church or chapel, the bishop of the diocese within which such church or chapel shall be locally situated, whether in any parish or extra-parochial place, or otherwise, shall certify the same, and such certificate shall be kept in the chest of the church or chapel with the books of registry thereof, and a copy thereof shall be entered in the books of the registry of banns and marriages, and a duplicate of such certificate shall be registered in the registry of the diocese, and such certificate shall be deemed and taken to be conclusive evidence in all courts, and in all questions relating to any banns published or marriages solemnized in any such

church or chapel, that the same might according to law respectively be published and solemnized in such church or chapel, and that all banns published and marriages solemnized in any such church or chapel according to the laws and canons in force within this realm in that behalf shall after the granting of such certificate be good to all intents and purposes whatsoever: Provided always, that no banns or marriages respectively published or solemnized according to the laws and canons in force within the realm in that behalf in any church or chapel in which the same are authorized to be respectively published, solemnized, and had by the said recited Acts or this Act, or either of them, shall be invalid by reason of any such certificate not having been duly given, or registered or entered, as hereinbefore required: Provided also, that all fees, dues, offerings, and other emoluments on account of such marriages, whether of right or custom, belonging to the incumbent or clerk of any parish, chapelry, or place in which such church or chapel has been erected, shall be received by or for or on account of such incumbent or clerk respectively, and be paid over to them, except such of the said fees, dues, offerings, or other emoluments, or such portions thereof, as the said commissioners, with the consent of the bishop of the diocese, the patron, and the said incumbent respectively, in those cases which shall come before the said commissioners, by order made under their common seal, or the bishop of the diocese alone, with the consent of the patron and incumbent, in all other cases, by order under his hand and seal, shall assign to the minister of such church or chapel; and every such instrument of assignment shall be registered in the registry of the bishop of the diocese within which said church or chapel shall be locally situated: Provided always, that nothing hereinbefore contained shall be construed to take away from existing parish clerks any fees, dues, or emoluments to which they are now by law or custom entitled.

3. *The validity of marriages in certain chapels with districts assigned to them not to be questioned.*—And whereas, by error, banns have been published, and divers marriages have been solemnized, in chapels with districts assigned to them under the provisions of the hereinbefore recited Acts or some of them, but in which chapels banns could not be legally published, nor marriages by law be solemnized; and it is expedient to remove all doubts, arising from the circumstances aforesaid, touching the validity of such marriages; be it therefore enacted, That banns already published, and marriages already solemnized, in such chapels as aforesaid, shall not hereafter be questioned on account of the said banns having been published, or the said marriages solemnized, in any such chapel as aforesaid; and the minister or ministers who solemnized the same shall not be liable to any ecclesiastical censure, or to any other proceedings or penalties whatsoever, by reason thereof; and the registers of all marriages so solemnized as aforesaid, or copies of such registers, shall be received in all courts of law and equity as evidence of such marriages respectively.

4. *Omissions to authorize marriages in chapels may be cured by supplemental order.*—And be it enacted, That where a chapelry has been already or shall hereafter be assigned to any chapel under the provisions of the hereinbefore recited Act passed in the fifty-ninth year of the reign of King George the Third, and the order in council assigning such chapelry does not direct that marriages may be performed in such chapel, it shall be lawful for her Majesty, by any supplemental order in council, on a representation to be made to her by the said commissioners, with the consent of the bishop of the diocese, to order that marriages may be performed thereafter in such chapel; and that all the fees arising therefrom, or a part thereof, should thereafter belong and be paid to the minister of s. h chapel, or after the next avoidance of the parish church, or that all or a portion of such fees should belong and be paid to the incumbent of such parish church; and all the laws in force relating to banns of marriage, and marriages in district chapels, and the registering thereof, shall apply to marriages performed under such supplemental order in council.

5. *In any representation to the Queen in council, &c. the number of the section of the Act under which such representation, &c. is made need only be recited.*—And be it enacted, That in any representation to her Majesty in council, or in any order of council to be made thereon, or in any other matter or thing done under their common seal by the said commissioners, under the authority of the hereinbefore recited Acts or any other Act of Parliament, it shall be sufficient to refer to the section or sections as numbered in copies printed by the Queen's printer of the Act or Acts under the authority whereof such representation or order in council is made, or such matter or thing done, and it shall not be necessary to recite any of the provisions of such section or sections.

6. *Every order in council under the Church Building Acts to be inserted in the* London Gazette, *and registered with a map and description of boundaries, but the map not required to be enrolled in Chancery.* 3 & 4 Vict. c. 113. *Not to affect* 6 & 7 Wm. 4, c. 85, *as to licensing churches, &c. for solemnization of marriages.*—And be it enacted, That every order in council under the provisions of the hereinbefore recited Acts or any of them, or under the provisions of any other of the Church Building Acts, shall, as soon as may be after the making thereof by her Majesty in council, be inserted and published in the *London Gazette* in like manner as any order in council made under the Acts regulating the proceedings of the Ecclesiastical Commissioners of England is published in such *Gazette*, and it shall not be necessary to enrol in the Court of Chancery any map, or plan, or description of the boundaries of any division or district formed under the provisions of the hereinbefore recited Acts, or any other of the Church Building Acts; and a map or plan on which shall be marked such boundaries, and which shall be sealed with the common seal of the said commissioners for building new churches, and the order in council annexed thereto, shall be registered in the registry of the diocese in the manner directed by the Act passed in the fourth year of the reign of her present Majesty, intituled "An Act to carry into effect, with certain Modifications, the Fourth Report of the Commissioners of Ecclesiastical Duties and Revenues," and shall be subject to such and the like provisions in all respects relating thereto as are contained in the same Act: Provided always, that nothing in this Act contained shall be taken to repeal or affect any of the authorities contained in an Act of Parliament passed in the seventh year of the reign of his late Majesty, intituled "An Act for Marriages in England," for licensing any churches or chapels for the solemnization of marriages therein.

Cap. LVII.

An Act to continue until the Thirty-first day of December, 1846, and to the end of the then next Session of Parliament, an Act of the 10th year of King George the Fourth, for providing for the Government of his Majesty's Settlements in Western Australia, on the western coast of New Holland. (July 29, 1844.)

Cap. LVIII.

An Act further to stay, until the end of the next Session of Parliament, Proceedings in certain Actions under the Provisions of several Statutes for the Prevention of excessive Gaming; and to prevent any similar Proceedings being taken under those Statutes during such further limited time. (July 29, 1844.)

Cap. LIX.

An Act for better regulating the Offices of Lecturers and Parish Clerks. (July 29, 1844.)

We give this statute entire.

Lecturers or preachers may be required to perform other clerical duties in certain cases. Saving the rights of present holders.—Whereas in divers districts, parishes, and places there now are or hereafter may be certain lecturers or preachers in the holy orders of deacon or priest of the United Church of England and Ireland elected or otherwise appointed to deliver or preach lectures or sermons only, without the obligation of performing other clerical or ministerial duties; and whereas it is expedient in many cases that such lecturers or preachers should be authorized and required to perform other clerical and ministerial duties, and to act, if necessary, as assistant curates, in such districts, parishes, or places: Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That from and after the passing of this Act it shall be lawful for the bishop of the diocese wherein any such lecturers or preachers shall be so elected or appointed as aforesaid, if he shall think fit, with the assent of the incumbent of every such district, parish, or place, to require, by writing under his hand and seal, any such lecturer or preacher to undertake and perform such other clerical or ministerial duties, as assistant curate or otherwise, within such district, parish, or place, as the said bishop, with the assent of such incumbent as aforesaid, shall think proper, and also to vary from time to time, if necessary, and with the like assent, the particular duties so required to be performed as aforesaid; and in case such lecturer or preacher shall at any time refuse or neglect duly and faithfully to perform such additional duties, and to act in the manner required by the said bishop as aforesaid, it shall be lawful for the said bishop to summon the said lecturer or preacher to appear before him, and thereupon the said bishop, with the assistance of one at least of the archdeacons and also of the chancellor of such diocese, shall proceed summarily to inquire into the facts of the case, and to adjudicate thereon, and, if necessary, to suspend or remove the said lecturer or preacher from his said office, and to declare the same vacant; but nevertheless such lecturer or preacher may, within fourteen days next after the passing or making of any such sentence or declaration, appeal therefrom to the archbishop of the province, who shall thereupon forthwith summarily hear and determine the same; and if no such appeal be made within the time aforesaid, or if the said sentence or declaration shall upon such appeal be affirmed by the said archbishop, the said bishop shall then cause the same to be forthwith duly published in the church or chapel wherein the said lecturer or preacher hath been used to deliver or preach his said lectures or sermons by virtue of his said office, and thereupon the said office shall be and be deemed to be vacant, and the parties entitled to elect or appoint a person to the same shall be entitled and required to elect or appoint a successor thereto, in the same manner as if the said lecturer or preacher were dead, and the right and interest of such lecturer or preacher to and in the said office, and to and in all the emoluments and advantages thereof, shall wholly cease and determine; provided that nothing herein contained shall affect or be deemed applicable to any lecturer or preacher who shall have been elected or appointed to his said office before the passing of this Act, unless such lecturer or preacher shall consent to be bound thereby.

2. *Power to appoint persons in holy orders to the office of church clerk, and to require such persons to act as assistant curates, if necessary.*—And be it enacted, That when and so often after the passing of this Act as any vacancy shall occur in the office of church clerk, chapel clerk, or parish clerk, in any district, parish, or place, it shall be lawful for the rector or other incumbent or other the person or persons entitled for the time being to appoint or elect such church clerk, chapel clerk, or parish clerk as aforesaid, if he shall think fit, to appoint or elect a person in the holy orders of deacon or priest of the United church of England and Ireland to fill the said office of church clerk, chapel clerk, or parish clerk; and such person so appointed or elected as aforesaid shall, when duly licensed as hereinafter provided, be entitled to have and receive all the profits and emoluments of and belonging to the said office, and shall also be liable in respect thereof, so long as he shall hold the same, to perform all such spiritual and ecclesiastical duties within such district, parish, or place, as the said rector or other incumbent, with the sanction of the bishop of the diocese, may from time to time require; but such person in holy orders so appointed or elected as aforesaid shall not by reason of such appointment or election have or acquire any freehold or absolute right to or interest in the said office of church clerk, chapel clerk, or parish clerk, or to or in any of the profits or emoluments thereof; but every such person in holy orders so appointed or elected as aforesaid shall at all times be liable to be suspended or removed from the said office, in the same manner and by the same authority, and for such or the like causes, as those whereby any stipendiary curate may be lawfully suspended or removed; such suspension or removal nevertheless being subject to the same power of appeal to the archbishop of the province to which any stipendiary curate is or may be entitled.

3. *Such person to be licensed by the bishop, and when appointed otherwise than by the bishop to be subject to the approval of the incumbent.*—Provided always, and be it enacted, That every such appointment or election as last aforesaid, if made by any other person or persons than the rector or other incumbent of such district, parish, or place, shall be subject to the consent or approval of such rector or other incumbent of such district, parish, or place; and that no person in holy orders so appointed or elected as aforesaid shall be competent to perform any of the duties of his said office, or any other spiritual or ecclesiastical duties, within such district, parish, or place, or to receive or take any of the profits or emoluments of his said office, unless and until he shall have duly obtained from the bishop of the diocese within which such district, parish, or place is situate such license and authority in that behalf as are required and usual in respect of stipendiary curates; but nevertheless such license and authority, when so obtained as aforesaid, shall entitle the person so obtaining it to hold the said office, and to receive and take the profits and emoluments thereof as aforesaid, until he shall have resigned the same, or have been so suspended or removed as aforesaid, without any annual or other re-appointment or re-election thereto.

4. *Appointments of assistant clergy under this Act not to exempt incumbents from the duty of providing curates in cases where they are now liable.*—Provided also, and be it enacted, That no rector or other incumbent of any district, parish, or place wherein any such person or persons shall be so employed as aforesaid, or wherein any lecturer or preacher shall have been required to undertake and perform other clerical and ministerial duties, in the manner hereinbefore provided, or wherein any person in holy orders shall have been appointed or elected to fill the office of church clerk, chapel clerk, or parish clerk as aforesaid, shall by reason of any such provisions be exempt from any duty or obligation of employing within the same district, parish, or place any curate or other assistant to which by any law, statute, canon, or usage, he is or may be already liable; but it shall be lawful for the bishop of the diocese from time to time to require every such rector or other incumbent to provide, or for the said bishop to nominate and license, such other curates and assistants to officiate within every such district, parish, or place, in addition, either to, the person or persons so intended to be employed as

aforesaid, or to such lecturer or preacher, and to such church clerk, chapel clerk, or parish clerk, and to make regulations for the payment of the stipends of such other curates and assistants, as fully and in the same manner and subject to the same restrictions as he might have done by law if this Act had not been passed.

5. *Power to suspend or remove church clerks not in holy orders who may be guilty of neglect or misbehaviour.*—And be it enacted, That if at any time it shall appear, upon complaint or otherwise, to any archdeacon or other ordinary that any person not in holy orders, holding or exercising the office of church clerk, chapel clerk, or parish clerk in any district, parish, or place within and subject to his jurisdiction, has been guilty of any wilful neglect of or misbehaviour in his said office, or that by reason of any misconduct he is an unfit and improper person to hold or exercise the same, it shall be lawful for such archdeacon or other ordinary forthwith to summon such church clerk, chapel clerk, or parish clerk to appear before him, and also by writing under his hand, or by such process as is commonly used in any of the courts Ecclesiastical for procuring the attendance of witnesses, to call before him all such persons as may be competent to give evidence or information respecting any of the matters imputed to or charged against such church clerk, chapel clerk, or parish clerk as aforesaid; and such archdeacon or other ordinary shall and may, if he see fit, examine upon oath, to be by him administered in that behalf, any of the persons so appearing or attending before him respecting any of the matters aforesaid, and shall and may thereupon summarily hear and determine the truth of the matters so imputed to or charged against such church clerk, chapel clerk, or parish clerk or aforesaid; and if upon such investigation it shall appear to the satisfaction of such archdeacon or other ordinary that the matters so imputed to or charged against such church clerk, chapel clerk, or parish clerk are true, it shall be lawful for the said archdeacon or other ordinary forthwith to suspend or remove such church clerk, chapel clerk, or parish clerk from his said office, and by certificate under his hand and seal directed to the rector or other officiating minister of the parish, district, or place wherein such church clerk, chapel clerk, or parish clerk held or exercised his said office, to declare the said office vacant, and a copy of such certificate shall thereupon, by such rector or other officiating minister, be affixed to the principal door of the church or chapel in which the said church clerk, chapel clerk, or parish clerk usually exercised his said office; and the person or persons who upon the vacancy of such office are entitled to elect or appoint a person to fill the same, shall and may forthwith proceed to elect or appoint some other person to fill the same in the place of the said church clerk, chapel clerk, or parish clerk so removed as aforesaid: Provided always, that the exercise of such office by a sufficient deputy who shall duly and faithfully perform the duties thereof, and in all respects well and properly demean himself, shall not be deemed a wilful neglect of his office on the part of such church clerk, chapel clerk, or parish clerk, so as to render him liable, for such cause alone, to be suspended or removed therefrom.

6. *Power to remove person ceasing to be employed as mentioned in this Act from premises held by him in right of his employment.*—And be it enacted, That in case any person, having ceased to be employed in any of the offices or duties in this Act mentioned or referred to, or having been duly suspended or removed from any such office or employment as aforesaid, shall at any time refuse or neglect to give up the possession of any house, building, land, or premises, or any part or parcel thereof, by him held or occupied by virtue or in respect of any such office or employment as aforesaid, it shall be lawful for the bishop of the diocese, upon complaint thereof to him made, to summon such person forthwith personally to appear before him, and to shew cause for such refusal or neglect; and upon the failure of the person so summoned as aforesaid to obey such summons, or, upon his appearance, to shew to the said bishop such cause as may be deemed by the said bishop sufficient for such refusal or neglect, the said bishop shall thereupon grant a certificate of the facts aforesaid, under his hand and seal, to the person or persons entitled to the possession of such house, building, land, or premises as aforesaid, who may thereupon go before any neighbouring justice of the peace; and such justice, upon production of such certificate, and proof of such wrongful retention of possession as aforesaid, shall and he is hereby required to issue his warrant under his hand and seal, directed to the constables or other peace officers of the district, parish, or place within which such house, building, land, or premises is or are situate, or to the constables or other peace officers of any neighbouring district, parish, or place, requiring them forthwith to expel and remove from the said house, building, land, or premises, and from every part and parcel thereof, the person so wrongfully retaining possession thereof, and to deliver the peaceable possession thereof to the person or persons so entitled to the same as aforesaid; and such constables or other peace officers shall and they are hereby required promptly and effectually to obey and execute such warrant, according to the exigency thereof, and thereupon it shall be lawful for them also to levy, upon the goods and chattels of the person so by them expelled and removed as aforesaid, the necessary costs and expenses of executing such warrant, the amount whereof, in case the same shall be disputed, shall be forthwith settled and determined by the said justice of the peace by whom the said warrant was so issued as aforesaid, or by any other justice of the peace residing in or near to the said district, parish, or place, whose decision thereupon shall be final, and who is hereby authorized to make such order in that behalf as to him shall seem reasonable.

CAP. LX.

An Act to provide for the Care and Preservation of Trafalgar-square, in the City of Westminster. (August 6, 1844.)

CAP. LXI.

An Act to annex detached Parts of Counties to the Counties in which they are situated. (August 6, 1844.)

We give this statute entire:—

1. *Detached portions of counties to be part of the county by which they are surrounded.* 2 & 3 Wm. 4, c. 64; 6 & 7 Vict. c. 12.- Whereas there exist in England and Wales parts of counties detached from the main body of the county, and delay and hindrance to the administration of justice ensue, and inconvenience in other respects; and it is desirable to remedy the said evil: be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That from and after the twentieth day of October next every part of any county in England or Wales which is detached from the main body of such county shall be considered for all purposes as forming part of that county of which it is considered a part for the purposes of the election of members to serve in Parliament as knights of the shire, under the provisions of an Act passed in the third year of the reign of his late Majesty, intituled "An Act to settle and to describe the Divisions of Counties and the Limits of Cities and Boroughs in England and Wales, in so far as respects the Election of Members to serve in Parliament:" Provided always, that nothing herein contained shall be construed to alter the county, riding, or division to which any such detached part shall be deemed to belong for the purpose of holding inquests, under the provisions of an Act passed in the sixth year of the reign of her Majesty, intituled "An Act for the more convenient holding of Coroners' Inquests."

2. *Detached parts to belong to adjoining hundred, &c., or to form a separate hundred.* And be it enacted, That every such detached portion which under the provisions of this Act shall be annexed for purposes other than that of voting for members of Parliament to any county to which it did not belong for such purposes before the passing of this Act shall thenceforth be taken to be part of the hundred, wapentake, ward, rape, lathe, or other like division by which it is wholly or for the most part surrounded, or to which it is next adjoining, in the county to which it will thenceforth belong, unless the justices of the county, riding, parts, or division, in General or Quarter Session assembled, shall declare it to be a new or separate hundred or other like division, which they shall be empowered to do; and it shall be lawful for the justices of such county, riding, parts, or division, in General or Quarter Sessions assembled, in every case in which there shall appear to them to be any doubt to which of such divisions any such detached part shall belong under this Act, to declare the division to which it shall be taken to belong; and such determination shall be final and conclusive, and shall be published in the *London Gazette*, the production of which paper shall be evidence thereof.

3. *Provision as to special and petty sessions.* 9 Geo. 4, c. 43; 6 & 7 Wm. 4, c. 12.—And be it enacted, That in all cases where any such detached part of a county shall have formed before the passing of this Act a separate division in which special and petty sessions of the peace for such county shall have been usually holden, such detached part shall remain a separate division for special and petty sessions of the county to which it shall be annexed after the passing of this Act, until the justices of the county, riding, parts, or division to which it shall be annexed after the passing of this Act shall have re-constituted such division for special and petty sessions of the peace, under the provisions of an Act passed in the ninth year of the reign of King George the Fourth, intituled "An Act for the better Regulation of Divisions in the several Counties of England and Wales," and also of an Act passed in the sixth and seventh years of the reign of King William the Fourth, intituled "An Act for amending an Act of the ninth Year of the Reign of his late Majesty King George the Fourth, intituled 'An Act for the better Regulation of Divisions in the several Counties of England and Wales.'"

4. *Error in stating name of county not to invalidate legal documents.*—Provided always, and be it enacted, That no judicial proceeding, or deed or other instrument in writing, shall be invalidated by reason of any error in stating the name of the county to which such detached portion originally belonged, instead of the county to which it will belong under this Act, or the converse; and that every proceeding at law, whether civil or criminal, already commenced, or to be commenced before the twentieth day of October next, shall and may be prosecuted and heard and determined exactly as if this Act had not been passed, save and except in so far as it shall be otherwise ordered by any of her Majesty's superior courts of common law having jurisdiction in any case in which such order shall be made.

5. *Saving of ecclesiastical rights.*—Provided always, and be it enacted, That nothing herein contained shall alter or interfere with any ecclesiastical jurisdiction or right of patronage.

6. *Saving the rights of certain coroners.*—And whereas as to some such detached parts there are coroners appointed expressly for and having jurisdiction in such detached parts only; be it therefore enacted, That as to every such detached part for which at the time of the passing of this Act there is a coroner appointed for and acting in such detached part, such coroner shall during his life, or until he shall resign or be removed from his office, continue to hold and exercise his office and jurisdiction within such detached part in as ample a manner as if this Act had not been passed.

7. *Act not to extend to alter or affect the land-tax or assessed taxes in detached portions of counties.*—Provided always, and be it enacted, That nothing herein contained shall be construed to affect or alter the assessments of the land tax or assessed taxes in or for any such detached portion of a county, or to extend or diminish the jurisdiction of any commissioners acting therein in the execution of the Acts relating to the said taxes respectively, but that all such detached portions shall be subject in that behalf to the jurisdiction of the commissioners acting for the same county or district as they would have been subject to if this Act had not been passed; and all parishes and parts of parishes and places, and all manors, lands, tenements, and hereditaments within any such detached portion, shall continue chargeable towards raising the land-tax charged upon the same county or other district to or in aid of which they have heretofore contributed a quota or portion of such land-tax.

8. *Act may be amended this session.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this present session of Parliament.

CAP. LXII.

An Act to amend the Law as to burning Farm Buildings. (August 6, 1844.)

We give this statute entire:—

7 Wm. 4 & 1 Vict. c. 89. *Setting fire to any farm building.* — Whereas, by an Act passed in the first year of the reign of her Majesty, intituled "An Act to amend the Laws relating to burning or destroying Buildings and Ships," it is enacted, that whosoever shall unlawfully and maliciously set fire to any house, stable, coach-house, outhouse, warehouse, office, shop, mill, malt-house, hop-oast, barn, or granary, or to any building or erection used in carrying on any trade or manufacture, or any branch thereof, whether the same or any of them respectively shall then be in the possession of the offender, or in the possession of any other person, with intent thereby to injure or defraud any person, shall be guilty of felony, and being convicted thereof shall be liable, at the discretion of the Court, to be transported beyond the seas for the term of the natural life of such offender, or for any term not less than fifteen years, or to be imprisoned for any term not exceeding three years; but it hath been doubted whether the provisions of the recited Act extend to the offence of unlawfully and maliciously setting fire to any hovel or shed not being appendant to any house: be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That whoever shall unlawfully and maliciously set fire to any hovel, shed, or fold, or to any farm building, or any building or erection used in farming land, whether the same or any of them respectively shall then be in the possession of the offender, or in the possession of any other person, with intent thereby to injure or defraud any person, shall be guilty of felony, and being convicted thereof shall be liable, at the discretion of the Court, to be transported beyond the seas for the term of the natural life of such offender, or for any term not less than fifteen years, or to be imprisoned for any term not exceeding three years.

2. *Setting fire to farm produce or implements in farm buildings.*—And be it enacted, That whosoever shall unlawfully and maliciously set fire to any hay, straw, wood, or other vegetable produce being in any farm house or farm building, or to any implement of husbandry being in any farm house or farm building, with intent thereby to set fire to such farm house or farm building, and to injure or defraud any person, shall be liable to the pains and penalties of unlawfully and

maliciously setting fire to the said farm house or farm building with intent thereby to injure or defraud such person.

3. *Males under eighteen years of age may be whipped in addition to any other sentence.*—And be it enacted, That every male person under the age of eighteen years who shall be convicted of any offence under this Act shall be liable, at the discretion of the Court before which he shall be convicted, in addition to any other sentence which may be passed upon him, to be publicly or privately whipped, in such manner, and as often, not exceeding thrice, as the Court shall direct.

4. *Act deemed part of recited Act.*—And be it enacted, that this Act shall be deemed a part of the recited Act.

5. *Act may be amended this session.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this session of Parliament.

Cap. LXIII.

An Act to continue until the First day of June, 1845, an Act of the Second and Third Years of his late Majesty for restraining, for Five Years, in certain cases, Party Processions in Ireland. (August 6, 1844.)

Cap. LXIV.

An Act to provide for paying off such of the Three Pounds Ten Shillings per centum Annuities and Government Debentures, which are to be paid off under Two Acts passed in the present Session of Parliament. (August 6, 1844.)

Cap. LXV.

An Act to enable the Council of his Royal Highness Albert Edward Prince of Wales to sell and exchange Lands and enfranchise Copyholds, Parcel of the Possessions of the Duchy of Cornwall, to purchase other Lands; and for other purposes. (August 6, 1844.)

As this statute is rather of local than of general interest, we do not deem it right to occupy our columns with a reprint of it.

Cap. LXVI.

An Act to amend the Laws relating to Aliens. (August 6, 1844.)

We give this Act entire:—

12 & 13 Wm. 3, c. 2; 1 Geo. 1 Sess. 2, c. 4; 14 Geo. 3, c. 84. *Provisions of recited Acts inconsistent herewith repealed.*—Whereas it is expedient that the laws now in force affecting aliens should be amended, and that her Majesty should be enabled to grant to aliens the rights and capacities of British subjects, under such regulations and with such restrictions and exceptions as are hereinafter provided: and whereas an Act of Parliament was made and passed in the twelfth year of the reign of his late Majesty King William the Third, intituled "An Act for the further Limitation of the Crown, and better securing the Rights and Liberties of the Subject;" and another Act of Parliament was made and passed in the first year of the reign of his late Majesty King George the First, intituled "An Act to explain an Act made in the Twelfth Year of the Reign of King William the Third, intituled 'An Act for the further Limitation of the Crown, and better securing the Rights and Liberties of the Subject;'" and another Act of Parliament was made and passed in the fourteenth year of the reign of his late Majesty King George the Third, intituled "An Act to prevent certain Inconveniences which may happen by Bills of Naturalization:" be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That such parts of the said recited Acts of Parliament as are inconsistent with the provisions of this Act shall be repealed.

2. *Certain provisions of 1 Geo. 1, c. 4, repealed.*—And be it enacted, That so much of the said Act of the first year of the reign of King George the First as provides that no person shall hereafter be naturalized unless in the Bill exhibited for that purpose there shall be a clause or particular words inserted to declare that such person shall not thereby be enabled to be of the Privy Council, or a member of either House of Parliament, or to take any office either civil or military, or to have any grant of lands, tenements, or hereditaments from the Crown to himself or any other person in trust for him, and that no Bill of Naturalization shall hereafter be received in either House of Parliament unless such clause or words be first inserted, be repealed.

3. *Every person born of a British mother capable of holding real or personal estate.*—And be it enacted, That every person now born, or hereafter to be born, out of her Majesty's dominions, of a mother being a natural-born subject of the United Kingdom, shall be capable of taking to him, his heirs, executors, or administrators, any estate, real or personal, by devise or purchase, or inheritance of succession.

4. *Alien friends may hold every species of personal property except chattels real.*—And be it enacted, That from and after the passing of this Act every alien, being the subject of a friendly state, shall and may take and hold, by purchase, gift, bequest, representation, or otherwise, every species of personal property, except chattels real, as fully and effectually to all intents and purposes, and with the same rights, remedies, exemptions, privileges, and capacities, as if he were a natural-born subject of the United Kingdom.

5. *Subjects of a friendly state may hold lands, &c. for the purpose of residence, &c. for twenty one years.*—And be it enacted, That every alien now residing in, or who shall hereafter come to reside in, any part of the United Kingdom, and being the subject of a friendly state, may, by grant, lease, demise, assignment, bequest, representation, or otherwise, take and hold any lands, houses, or other tenements, for the purpose of residence or of occupation by him or her, or his or her servants, or for the purpose of any business, trade, or manufacture, for any term of years not exceeding twenty-one years, as fully and effectually, to all intents and purposes, and with the same rights, remedies, exemptions, and privileges, except the right to vote at elections for Members of Parliament, as if he were a natural-born subject of the United Kingdom.

6. *Aliens to become naturalized upon obtaining certificate, taking prescribed oath, and becoming residents in the United Kingdom.*—And be it enacted, That upon obtaining the certificate and taking the oath hereinafter prescribed every alien now residing in, or who shall hereafter come to reside in, any part of Great Britain or Ireland with intent to settle therein, shall enjoy all the rights and capacities which a natural-born subject of the United Kingdom can enjoy or transmit, except that such alien shall not be capable of becoming of her Majesty's Privy Council, nor a member of either House of Parliament, nor of enjoying such other rights and capacities, if any, as shall be specially excepted in and by the certificate to be granted in manner hereinafter mentioned.

7. *Aliens desirous of becoming naturalized to present a memorial.*—And be it enacted, That it shall be lawful for any such alien as aforesaid to present to one of her Majesty's principal Secretaries of State a memorial, stating the age, profession, trade, or other occupation of the memorialist, and the duration of his residence in Great Britain or Ireland, and all other the grounds on which he seeks to obtain any of the rights and capacities of a natural-born British subject, and praying the said Secretary of State to grant to the memorialist the certificate hereinafter mentioned.

8. *Memorial to be considered by the Secretary of State for the Home Department, who may issue a certificate.*—And be it enacted, That every such memorial shall be considered by the said Secretary of State, who shall inquire into the circumstances of each case, and receive all such evidence as shall be offered, by affidavit or otherwise, as he may deem necessary or proper for proving the truth of the allegations contained in such memorial; and that the said Secretary of State, if he shall so think fit, may issue a certificate, reciting such of the contents of the memorial as he shall consider to be true and material, and granting to the memorialist (upon his taking the oath hereinafter prescribed) all the rights and capacities of a natural-born British subject, except the capacity of being a member of the Privy Council or a member of either House of Parliament, and except the rights and capacities (if any) specially excepted in and by such certificate.

9. *Certificate to be enrolled in Court of Chancery.*—And be it enacted, That such certificate shall be enrolled for safe custody as of record in her Majesty's High Court of Chancery, and may be inspected, and copies thereof taken, under such regulations as the Lord High Chancellor shall direct.

10. *Oath to be taken.*—And be it enacted, That within sixty days from the day of the date of such certificate, every memorialist to whom rights and capacities shall be granted by such certificate shall take and subscribe the following oath; (that is to say),

"I, A B, do sincerely promise and swear, That I will be faithful and bear true allegiance to her Majesty Queen Victoria, and will defend her to the utmost of my power against all conspiracies and attempts whatever which may be made against her person, crown, or dignity; and I will do my utmost endeavour to disclose and make known to her Majesty, her heirs and successors, all treasons and traitorous conspiracies which may be formed against her or them; and I do faithfully promise to maintain, support, and defend to the utmost of my power the succession of the Crown, which succession, by an Act intituled 'An Act for the further Limitation of the Crown, and better securing the Rights and Liberties of the Subject,' is and stands limited to the Princess Sophia, Electress of Hanover, and the heirs of her body, being Protestants, hereby utterly renouncing and abjuring any obedience or allegiance unto any other person claiming or pretending a right to the Crown of this realm. "So help me God."

Which oath shall be taken and subscribed by such memorialist, and shall be duly administered to him or her, before any of her Majesty's judges of the Court of Queen's Bench, or Court of Common Pleas, or Court of Exchequer, or before any master or master extraordinary in Chancery; and that the judge or master or master extraordinary in Chancery, whether in England or in Ireland, before whom such oath may be administered, shall grant to the memorialist a certificate of his or her having taken and subscribed such oath accordingly; and such certificate shall be signed by the judge, master or master extraordinary in Chancery, before whom such oath shall be administered.

11. *Proceedings for obtaining certificate.*—And be it enacted, That the several proceedings hereby authorized to be taken for obtaining such certificate as aforesaid shall be regulated in such manner as the Secretary of State shall from time to time direct.

12. *Amount of fees to be payable.*—And be it enacted, That the fees payable in respect of the several proceedings hereby authorized shall be fixed and regulated by the Commissioners of her Majesty's Treasury.

13. *Naturalized persons resident five years to enjoy rights as aliens.*—And be it enacted, That all persons who shall have been naturalized before the passing of this Act, and who shall have resided in the United Kingdom during five successive years, shall be deemed entitled to and shall enjoy all such rights and capacities of British subjects as may be conferred on aliens by the provisions of this Act.

14. *Act not to affect pre-existing rights.*—Provided always, and be it enacted, That nothing in this Act shall prejudice, or be construed to prejudice, any rights or interests in law or in equity, whether vested or contingent, under any will, deed, or settlement executed by any natural-born subject of Great Britain or Ireland before the passing of this Act, or under any descent or representation from or under any such natural-born subject who shall have died before the passing of this Act.

15. *Act not to take away rights of aliens.*—And be it enacted, That nothing herein contained shall be construed so as to take away or diminish any right, privilege, or capacity heretofore lawfully possessed by or belonging to aliens residing in Great Britain or Ireland, so far as relates to the possession or enjoyment of any real or personal property, but that all such rights shall continue to be enjoyed by such aliens in as full and ample a manner as such rights were enjoyed before the passing of this Act.

16. *Women married to natural born subjects deemed naturalized.*—And be it enacted, That any woman married, or who shall be married to a natural-born subject or person naturalized, shall be deemed and taken to be herself naturalized, and have all the rights and privileges of a natural-born subject.

17. *Act may be amended this session.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in the present session of Parliament.

Cap. LXVII.

An Act to transfer the Collection of the Duty on Licenses to let Horses for hire in Ireland from the Commissioners of Stamps to the Commissioners of Excise. (Aug. 6, 1844.)

Cap. LXVIII.

An Act to suspend, until the 31st day of December, 1847, the Operation of the new Arrangement of Dioceses, so far as it affects the existing Ecclesiastical Jurisdictions, and for obtaining Returns from the Inspection of the Registers of such jurisdictions. (Aug. 6, 1844.)

This statute is of no general interest, and therefore needs neither extract nor analysis.

POST-OFFICE ESPIONAGE.

COMMONS' REPORT.

(*Concluded from page 438.*)

So far as the criminal warrants go, no suspicion arises that unfairness or impartiality has directed their issue. With regard to the other class of warrants, though there have been some few issued by different administrations that have been in power during the last twenty-two years, in regard to which it is obvious that on a subsequent review of the facts a difference of opinion might arise as to the discretion exercised in each particular case, yet your committee see no reason to doubt that the conduct of the Secretaries of State belonging to each of those administrations has been guided by no motive than an anxious desire to preserve the public peace, with the maintenance of which they were charged.

It does not appear to your committee necessary to follow the warrant from the time of its reception at the Post-office to that of its execution. The letters which have been detained and opened are, unless retained by special order, as sometimes happens in criminal cases, closed and resealed, without affixing any mark to indicate that they have been so detained and opened; and are forwarded by post according to their respective superscriptions.

There are other cases, under the 33rd and 36th

chapters of the 1st of Victoria, besides the case we have been considering, in which post letters may lawfully be detained, or delayed, or opened, by an officer of the Post-office. These excepted cases are the following:—when the person consents, to whom the letter is directed—when the letter is returned for want of due direction—when the person to whom it is directed is dead or cannot be found, or shall have refused it, or shall have refused or neglected to pay the postage thereof. If any letter not included in the above exceptional cases be opened, delayed, detained, or abstracted at the Post-office, through the malpractices of any officers of that department, such offenders are liable to severe punishment under the latter of these Acts.

With regard to all other inland letters, your committee are assured by the Postmaster-General, by the Secretary of the Post-office, and by the President of the Inland Department at the General Post-office, that the secrecy of correspondence is inviolate; and this assurance they have seen no reason to doubt.

Your committee will here notice a statement which has been made, that letter-bags from Dublin, Brighton, and other places, have of late, before being opened, been taken, out of the usual course, into an inner room of the inland-office at the General Post-office, for the purpose of being there examined. The allegation of fact is correct, so far as counting the letters, and observing their external appearance goes. This is frequently done in order to ascertain the condition of the bags on their arrival, before their contents are delivered over to be sorted, it having been found a necessary check upon the commission of irregularities by the subordinate functionaries of the post-office; but this examination has no connection whatever with the opening of letters under warrant, and it is not the method practised when letters are detained and opened by authority of the Secretary of State.

On the subject of the foreign department at the General Post-office, the secrecy of foreign correspondence your committee are assured is kept inviolate. Certain warrants, bearing respectively the signatures of the Right Honourable Charles James Fox, when Secretary of State for Foreign Affairs, in 1752, and of his successor, the Marquis of Carmarthen, were laid before your committee, which, being of a very comprehensive nature, have, in conjunction with other information, induced your committee to believe that diplomatic correspondence, when posted in ordinary course, incurred in this country and in the other great states of Europe nearly equal risk of inspection. How long similar warrants continued, and when they were finally recalled, your committee have no information, nor do they think it their duty to report as to any practice which may have existed in reference to this part of the subject. Of this they are satisfied, that no such warrants or practices now exist; and that public as well as private correspondence, foreign as well as domestic, passing through the office in regular course, now enjoys complete security, subject only to the contingency of a secretary of state's warrant, directed for special reasons against a particular letter or letters.

In making the above statement, however, it is right to observe that there exists another channel of communication with foreign countries, by means of the King's messengers and Foreign-office bags. This is not under the control of the Postmaster-general, but of the Secretary of State for Foreign Affairs. It is conducted by officers appointed and paid by the latter, from whom alone they receive their orders, and to whom alone they are responsible. Some years ago no inconsiderable number of private letters, passing between this and foreign countries, was sent and received by these bags; but this abuse (for such it was, as payment of postage was thus evaded) has been almost entirely discontinued; and your committee believe that at present the bags contain little more than the official correspondence of our own diplomatic agents, and of the ministers of such foreign states as may choose to avail themselves of that mode of transmitting their despatches. The authority of your committee extends no farther than to inquire how correspondence is dealt with, while remaining in the custody of the Post-office.

It remains for your committee, after treating of the correspondence in Great Britain, to make a brief statement as to the law and practice regarding the same matters in Ireland. The statute of Anne extended to that country, and whatever legal force the warrants of the principal Secretaries of State, directing the opening of letters, had in Great Britain, the same force those warrants had in Ireland. But previously to passing, in 1783, of the Irish statute (the 23 and 24 of Geo. 3, c. 17), intituled "An Act for Establishing a Post-office in this Kingdom," the principal secretaries were in the habit of delegating to the Lord Lieutenant authority for this purpose. Nor was this all; for by a warrant, dated October 31st, 1740, Secretary the Duke of Newcastle directs Sir Marmaduke Wyvill, the Postmaster-general for Ireland, to open and detain all such letters as the Duke of Devonshire, then Lord Lieutenant of Ireland, or any other person appointed by him, should authorize and direct: copies to be sent to the duke.

The necessity for having recourse to a twice delegated authority was removed by the statute above referred to, which gave the same indemnity to persons in Ireland opening letters by authority of the Lord Lieutenant, that the statute of Anne gave to persons in Great Britain and Ireland, opening letters by authority of a principal Secretary of State.

Your committee here submit an abstract of the warrants issued by the Lord Lieutenant, or other chief governor or governors of Ireland, to the postmaster-general for Ireland, for every year from 1832 to the present time, being a period of twelve years and a half. They have added another abstract, arranging the warrants under different heads, according to the grounds whereon they were issued:—

Year.	Number of Warrants.		Number of Persons comprehended in the said Warrants.
1832	1	....	1
1833	0	....	0
1834	3	....	3
1835	1	....	1
1836	2	....	4
1837	4	....	8
1838	1	....	1
1839	9	....	16
1840	2	....	11
1841	3	....	9
1842	3	....	3
1843	2	....	3
1844	0	....	0
Total	31	....	60

Crimes, murder, robbery, &c.	14
Ribbonism	12
Sedition, &c.	2
Bankruptcy	1
Forging a post-office stamp	1
Letter returned to the writer	1
Total	31

The lords lieutenant and others who have signed these warrants are arranged in the following list, according to the date:—

1832 Marquess of Anglesey.
1834 .. E. J. Littleton (secretary).
— . Marquess Wellesley.
1835 .. Earl of Mulgrave.
1836 .. Ditto.
— .. T. Drummond (secretary).
1837 .. Ditto.
— . Lord Plunkett (one of the Lords Justices).
— .. Archbishop of Dublin (ditto).
1838 . Lord Morpeth (secretary).
1839 .. Marquess of Normanby.
— .. Lord Viscount Ebrington.
— . Gen. Sir T. Blakeney (one of the Lords Justices).
1840 . Lord Viscount Ebrington.
1841 . Chief Justice Bushe (one of the Lords Justices).
— . Earl de Grey.
1842 . Ditto.
— .. Sir E. Sugden (one of the Lords Justices).
1843 .. Earl de Grey.

The warrants issued in Ireland do not exceed three per annum, on the average. Each warrant comprehends, on the average, about two persons.

The only warrant which bears the signature of the late Chief Justice Bushe, one of the lords justices, was issued with a view to obtain a clue to a murder; but it appearing that the magistrate to whom it was sent had applied for it for another purpose, that of ascertaining the state of the country, this was not assented to, and the warrant was not acted upon.

There are no data to shew how many letters were opened under each warrant, nor how long each warrant remained in force; four of the thirty-one warrants bear the signature of only the Secretary for Ireland. More than a third of the warrants concern Ribbonism, which wore a peculiarly threatening aspect in one particular year. The letters in Ireland are not opened by the Postmaster-general, but by a confidential clerk in the office of the Chief Secretary for Ireland.

The committee have, in conclusion, to lay before the House the following observations for their consideration, arising out of the facts which it has been their duty to state.

1. With regard to the utility of the warrants issued in furtherance of criminal justice, their annual average in Great Britain does not exceed six, and this number of warrants does not extend to the letters of more, on an average, than twelve persons a year. There is no evidence whatever to shew in what proportion of cases these warrants lead to discovery. On the other hand, therefore, it will be doubted by some, taking into account the strong moral feeling which exists against the practice of opening letters, with its accompaniments of mystery and concealment, whether it is worth retaining in this class of cases. On the other hand it must be admitted that these are not the cases in favour of which public feeling is most enlisted; and that of all that give rise to the exercise of this power, they present the least temptation to abuse.

2. With regard to the utility of such warrants, for the detection of seditious conspiracies, or other practices endangering the public safety, or the discovery of the views entertained by those who engage in them, it would be unreasonable to deny that, in certain cases, this practice may have aided the executive government in various ways, and amongst others which are more obvious, by informing them of the real strength of the conspirators and extent of their combinations, and thus preventing the ministers of the time from taking exaggerated views of the force arrayed against the state, and claiming extraordinary powers to meet apprehended danger. Still, however, the argument derived from the smallness of the number of warrants as compared with the number of persons who may be supposed to entertain such criminal designs, is not to be lost sight of; while, on the other hand, it must be admitted that the number of those to whom this class of warrants would apply, as being the chosen leaders of multitudes, would not be very great. The warrants of this class have amounted, on the average, to little more than two a year, which would extend to little more than four persons. The greatest number of warrants of this description, issued in any year within the present century, is about sixteen, extending in these cases to between forty or fifty persons. In addition to the argument derived from the smallness of the number affected, it must not be forgotten that, after the publicity given to the fact, that the Secretary of State has occasionally recourse to the opening of letters as a means of defence in dangerous and difficult times, few who hereafter may engage in dangerous designs will venture to communicate their intentions by the medium of the post; and the importance of retaining the power, as a measure of detective police, will consequently be greatly diminished. The last argument, however, supposes that there is no absolute certainty that a letter may not be intercepted; and it may appear to some, that to leave it a mystery whether or no this power is ever exercised, is the way best calculated to deter the evil-minded from applying the post to improper uses. It must also be remembered that if such a power as this were formally abolished, the question would not be left quite in the same condition as though the power had never been exercised or disputed; by withdrawing it, every criminal and conspirator against the public peace would be publicly assured that he should enjoy secure possession of the easiest, cheapest, and most unobserved channel of communication, and that the Secretary of State would not, under any circumstances, interfere with his correspondence. It must not be forgotten, however, that at present other rapid means of communicating their views are of easy access to the evil-intentioned, and that, as far as internal order is concerned, the same rapid means afford the government unexampled facilities for suppressing tumult.

If the result of this inquiry had been such as to impress your committee with a conviction of the importance of the frequent use of this power in the ordinary administration of affairs, they would have been prepared to recommend some legislative measures for its regulation and control; and it might not be difficult to devise regulations which would materially diminish the objections to its exercise; as, for example, that no criminal warrant should be issued except on a written information on oath; that a formal record should be preserved in the Secretary of State's office of the grounds on which every warrant had been issued, of the time during which it has remained in force, of the number of letters opened under it, and of the results obtained. It is, however, on the other hand, to be considered whether any legislative measure of this kind might not have an indirect effect in giving an additional sanction to the power in question, and thereby possibly extending its use.

Under these circumstances, it will be for Parliament to consider whether they will determine upon any legislative regulation, or whether they will prefer leaving the power, on its present footing in point of law, in the hands of the Secretary of State, to be used, on his responsibility, in those cases of emergency in which, according to the best of his judgment, its exercise would be sanctioned by an enlightened public opinion, and would appear to be strongly called for by important public interests.

Savings'-banks.—At the present period, the Act which was passed on the 9th ult. is under the consideration of the managers of several savings'-banks, on the subject of the rate of interest to be allowed to depositors. The interest payable to trustees is to be at the rate of 3*l*. 5s. per cent., and by trustees to depositors it is "not to exceed 3*l*. 0s. 10d. per cent.," the difference of 4s. 2d. a year in every 100*l*. being allowed to the trustees for the expenses of the respective establishments. It is understood that a good deal of diversity of opinion prevails with managers, and that the absence of any fixed sum to be allowed to depositors will cause a good deal of confusion. It is said that the savings'-banks cannot pay to depositors 3*l*. 0s. 10d. per cent., as the remainder allowed

by the National Debt-office would not cover their expenses, and that 2*l.* 18s. 4d. would be a fair sum to be allowed as interest to depositors, which rate, it is considered, would yield an immense sum to offices where the amount deposited consists of a large sum, and embraces within their grasp a number of fractional sums on which they would pay no interest, but reap all the advantages of the same. It would have been much better if the Government had fixed the sum to be paid to depositors, for of all persons those who have recourse to savings'-banks to provide for what they call their old age, should not be left in any doubt of their rights under an Act of Parliament. The provision mentioned is to come into operation on the 20th of November next. There are twenty-three sections in the Act. By the 5th section it is provided, that in the rules of every savings'-bank every depositor therein shall, once in every year at least, cause his deposit-book to be produced at the office of the said institution for the purpose of being examined. Two copies of rules, to be made or amended by the savings'-banks, are to be submitted to Mr. Tidd Pratt, who is to return one copy, and to send the other to the National Debt-office. The practice of depositing rules with clerks of the peace is now repealed.

Tithe Commutation.—A Parliamentary document, which was moved for by Mr. Manners Sutton, has just been printed, embracing returns of all agreements for the commutation of tithes which have been confirmed by the Tithe Commissioners in the several counties of England and Wales, from the 1st of January to the 1st of July last, specifying also in each case the amount of rent-charge agreed to be paid in lieu of tithes, and shewing whether the same be payable to appropriators, impropriators, or clerical incumbents; of all awards for the commutation of tithes which have been confirmed by the Tithe Commissioners in the several counties of England and Wales in the same period; and also of all appointments of rent-charges in the period mentioned. It appears that under the first branch—agreements for the commutation of tithes which have been confirmed by the Commissioners—that the balance of increase was 691*l.* 17s. 0½d., which, with the increase in former returns of 54,722*l.* 2s. 1½d., makes the total increase 55,464*l.*, so that in England and Wales "rent-charges" will be the term used, instead of the ancient word "tithe," which existed from the earliest period, and was provided for the support of the clergy. By the second head—the awards for the commutation of tithes confirmed by the Commissioners—it is stated, that in England and Wales the total rent charges of the present return were 92,360*l.* 6s. 5¾d.; the total rent-charges of former returns, 856,371*l.* 19s. 1½d.; and the total rent-charges, 948,732*l.* 5s. 5¾d. Under the third branch, a return was made of all apportionments confirmed by the Tithe Commissioners in the period of six months ending in July last; and over the same period the two other branches have reference.

THE MAGISTRATE.

Summary.

The second article in the proposed new Law of Settlement deserves the attention of our readers. We have made some remarks upon the Winter Assize elsewhere.

POOR LAW SETTLEMENT BILL.

No. II.

3. Removal and Irremovability.

Section 7, the first clause of section 8, and section 9, all relate to, and, in some mysterious fashion, appear to be intended to define and regulate removals. If we rightly gather the purport of them, they might all be condensed into two or three lines of plain English; but we have strong misgivings, whether the authors of this Bill have not some ideas and designs wrapped up in the bottom of section 7, which we may be unable to fathom. Having provided that every destitute person is to be relieved where he is, as if he were settled there, until he can be lawfully removed therefrom,—they add, "or until he ceases *by other lawful means* to be destitute therein." The *un*lawfulness of ceasing to be destitute is, we confess, a possibility that never struck us before; the only unlawful means of ceasing to be destitute we can think of, is that of thieving: in which case this clause clearly forces the parish to maintain the thief; for it is expressly directed that the pauper shall be relieved until he ceases to be destitute by *lawful* means. This, and lawful removal, are the only terms on which relief is allowed to stop. It may be objected that this is hyper-critical. We think not. The ignorance and inattention manifested in the style in which our statutes are constantly drawn up and passed into laws, are growing sources of perplexity to educated lawyers, and of hardship and expense to the country. To express plainly what one means is really not a matter of vast difficulty, and words fit for the purpose are neither scarce nor costly; this being the case, there is no excuse for illiteracy or obscurity in Acts of Parliament.

Section 7 having thus provided that paupers are to be relieved till lawfully removed, &c., section 8 enacts that they may be removed, *i. e.* to where they are settled, subject to provisions; and then comes section 9, which provides that they are *not* to be removed to where they are *not* settled, except as excepted. Then there are seven "provisions," leading on to section 8, and the "exception" to section 9 (relating to Irish and Scotch paupers) is tossed away into section 28! We see no reason why these three awkward sections should not be condensed into two simple ones; the first merely providing that all persons *whilst destitute in any parish shall be relieved therein*; the second declaring them to be removable to their legal settlement, and not elsewhere, except as hereinafter otherwise provided. Then let the provisions for irremovability follow, with the 28th section, relating to Irish paupers.

Now, as to the provisions for irremovability, those which relate to married women and children seem unobjectionable; and although No. 5, providing that widows who were with their husbands at their deaths where they (their husbands) were not settled, shall not be removable afterwards for life, is a somewhat novel step, it bears evidence of too much humanity upon the face of it to be quarrelled with. The 6th provision, that persons relieved in cases of accident and illness shall not be removable until they have been chargeable for forty days, is, we incline upon the whole to think, a salutary alteration in the law. Hitherto the test was intent to reside;—if a person was not a passer-by, that is, casual poor, he was removable as soon as chargeable in *all cases* except relief by vaccination,(*a*) which does not constitute parochial relief by 5 & 6 Vict. c. 32, s. 2. It is certainly right to diminish removals for merely temporary causes, and we think this provision a step in the right direction. A man with a large family was for a few days chargeable on the score of illness, was then removed, though before the actual removal he was able to work, but went back again to the same parish he came from the day afterwards; an expense of some pounds was incurred, without any advantage to either parish beyond the trifling amount of the pauper's medical relief. These follies will be prevented by provision 6.

This brings us to the provision whereby "no person who has resided the five years last preceding in any parish, and has *ordinarily* maintained himself in *or near thereto* as a labourer, artificer, mechanic, servant, or tradesman, and has not been convicted of felony or misdemeanor, and has not during such five years been removed from such parish under a warrant of removal, shall be liable to be removed." Seeing that this is a measure which introduces a totally new law, it is not unreasonable to wish that it had been a little more explicitly worded. What these five years are to precede is left wholly to parochial imagination; whether it is to precede chargeability, warrant of removal, or actual removal, is alike doubtful. Next, what is meant by "*ordinarily*" maintaining himself? Does it admit of intervals of days, weeks, or months? There is no sort of standard given or implied what *ordinarily* is intended to mean; and it is perfectly certain that the minds of justices at quarter sessions will be at liberty to revel in full latitude from a bare majority of days up to constant employment. We shall have a precious conflict of decisions on this one word alone; and another plentiful crop will probably arise on the interpretation of what is "*near to*" *a parish*. Is six miles near? Is four? Is three? Is two? Who can tell? Supposing some bold spirit at quarter sessions pitches upon a given figure, and defines a distance; the next case exceeds it by 100 yards; will the winning parish venture into the Queen's Bench upon the point? Here, then, are three perplexing ambiguities in a line and a quarter! The provision goes on to provide for "labourers, artificers, mechanics, servants, or tradesmen," making no provision for parish clerks, schoolmasters, farmers, land measurers, literary men, reporters, and some other classes of persons, which the least care and attention would have shewn do not fall under any of the above designations. It is then provided that no residence in any prison, &c. shall be either a portion or an interruption of the said five years. How it can help being one or the other it is difficult to understand; the meaning of this clause is, we presume, that the five years shall be reckoned exclusively of time spent in prison, &c. but without regard to temporary interruptions thus caused in the continuity of employment. It can scarcely mean that, let the abode in prison, &c. be ever so long—ten years, for instance—it shall be no interruption of a five years' employment in the midst of which it may have fallen: and yet this would result from the wording of the clause, and is within its strict literal construction.

But let us reflect for a moment on the tendency of a law of which the effect seems to have received little more care than its wording. The only good it can possibly do is to diminish the effect of the birth-removal section; and, in as far as provision 7 is calculated to restrict section 3, it is entitled to our esteem: the most useful part of the Act is certainly that which abates its removing powers. This provision lessens removals for the sake of change, and has the merit of counteracting so much evil; but on what conceivable principle are people who have resided and worked for five years in a parish to be picked out for irremovability? there being no vestige of such a ground of settlement in existing law, or precedent for such a pretext of irremovability. Relief of parishes can form no pretence for it, inasmuch as it will burden numbers of them with anti-Malthusian interlopers, who have been allowed to stay in such parishes when they might have been got rid of, simply because they have hitherto been removable as soon as chargeable. We may instance squatters on commons, who often locate themselves wrongfully, and whom this provision affixes upon the parishes wherever they have ordinarily had work to maintain themselves. Be it also observed, that no occasional chargeability will render these people removable, for relief is specified as being neither a portion *nor an interruption* of the five years. If a reason were to be sought in humanity to the poor, themselves, it would ill apply to such paupers as had grown old in their abodes under the protection of some existing settlement, numbers of whom are shut out by the terms of provision 7 from all protection under it; for many of them have not maintained themselves for five years last past by their own labour, but have been for years past maintained by the parish, or by their own families. As far as it is possible to understand this Bill, all these poor old infirm paupers will be exiled to the parishes of their birth whenever they do not happen to have been removed by warrant of removal to where they are; and this, although they may have gained a settlement a dozen times during a life's abode there. We know of a pauper nearly ninety years old who will be thus removed. He was born elsewhere, but has resided sixty years where he is! But the young vagabond who has ordinarily main-

(*a*) See *R.* v. *Oldland* (6 Nev. & Man. 529).

tained himself where he first came as an interloper, and has been sometimes in prison and sometimes out—labourer, poacher, and thief by turns,(a) is, in virtue of his talismanic residence of five years, invested with the privilege of irremovability and the dignity and degree of resident inhabitant, though his residence may consist of a moiety of a bed or litter, at a rental of sixpence a week. This provision omits, therefore, to provide for those who most require the protection which it extends to those who need it least. It may possibly be, that the agricultural interest have an especial interest in this provision; hoping that it may prevent the return upon their hands of the country-born denizens of the manufacturing districts. If so, we believe that such hopes will be disappointed. The residence must have been continuous in one parish, and in large towns, where there are many parishes, and also where work so frequently fluctuates, a large portion of such workpeople change their abodes oftener than once in five years. In those districts, moreover, they who have been the longest stationary are the least likely to become chargeable, and if so, the clause effects no other benefit than would have resulted without it. Opinions, we believe, widely differ as to the number of persons who will be rendered irremovable by this clause. If it affects a large portion, then the provisions for removing the minority appear causeless, and in many cases inhumane. If it affects only a few, the reason for this troublesome exception is the less accountable. Be this as it may, we must leave this quinquennial-residence-industrial-maintenance device to the sober judgment of those two happy classes; the one who will have the task of construing and executing, and the other who will enjoy the pleasure of paying for it.

By the terms of section 28, Irish, Scotch, and other non-English paupers all fall within this provision.

Section 10 provides that if the overseers of any parish, by writing under the hands of any two or more of them, signed in presence of a justice of the peace and certified under his hand, admit that any person is settled in such parish, removal shall take place thereupon. This appears at first sight an excellent mode of removing without the costs of a formal examination and order, but it is by no means certain that the trouble of convincing the receiving parish and the formal admission before the justice, may not amount to nearly the same thing as obtaining an order on the usual *ex parte* evidence, to which it is always in the power of the receiving parish to assent. Upon the whole it may be well to give the option presented in this section, but the value of it is inconsiderable, removals being very easily effected at present.

4. EVIDENCE AND EXAMINATION.

Birth being the standard settlement under the new Bill, it was obviously requisite to remove the difficulties by which proof of it has been hitherto beset. By section 4, the register is henceforth to suffice for this purpose. If the pauper was born since the passing of the last Registration Act, in the seventh year of the last reign, the usual registrar's certificate of the birth will be required. For some years to come, few cases will fall under this class. For all paupers born before that period, the only evidence of the *birth* settlement is to be the register of *baptism*. Prior to the late Act, the old parish registers have only professed to register baptisms. It is notorious, that in many cases children have been baptized in other than the parishes where they were born; frequently because the churches of such parishes were more conveniently placed, or because other members of the same family were born or married there. For these sufficient reasons, entries of baptisms have not been held admissible as proofs of birth settlements. The new Bill is to render them so for the future, although it is clear that they can really prove nothing more than the act of baptism. To facilitate the proof still further, copies of the entry are admissible, if certified by the officiating minister, "the parish clerk, or any churchwarden," and witnessed by one witness. As every parish must have an officiating minister, the reason for these additional certifying functionaries is one of the superfluities of this Bill in petty details, which make its omissions in important matters so conspicuous. The last clause of this section wisely provides that the certificate shall be *primâ facie* evidence of the birth-place, "*unless the contrary appear on the face thereof.*" This is considerate; having made evidence of one thing evidence of another, they very discreetly refrain from making entries prove what they contradict. Whether parishes will be permitted to rebut this *primâ facie* evidence or not is left to be guessed at. The term *primâ facie* evidence certainly implies as much; but implications of course in law are apt to be delusive.

We intend to sum up these articles with a sketch of what the Bill ought to have done and has failed to do; but we cannot refrain from remarking, that when so many cases in the Queen's Bench have shewn the uncertainty of the rules of evidence as applied especially to the proof of chargeability, a clause might naturally have been expected to settle some uniform mode of proving what it is necessary in all cases to prove, and about which recent decisions have caused much doubt.

We must defer further comment on this Bill until next week. In the meantime let us again invite the especial and prompt attention of those concerned in this branch of law to its nature and tendency. We shall, moreover, be obliged by suggestions and opinions of any persons whose practical experience may give them value.

(a) He would be exempted only if convicted after imprisonment upon [illegible].

POOR LAW PRACTICE.

(*From the Official Circular of the Poor Law Commissioners.*)

(*Continued from page 441.*

OVERSEER.

1. SUPPLYING GOODS TO A BOARD OF GUARDIANS.

April 24, 1844.

Overseer of ———: Stated, that previous to his appointment as overseer he had been in the habit of supplying the board of guardians of the union in which his parish was situate, with stationery, and he had been also employed in printing for them. Inquired, whether he could legally continue to do so whilst holding the office of overseer?

Ans. The 55th Geo. 3, c. 137, s. 6, imposes a penalty on any overseer who supplies "for his own profit, any goods, materials, or provisions for the use of any workhouse or otherwise for the support and maintenance of the poor." The commissioners are disposed to consider that stationery and printed documents supplied to the guardians of a union, being auxiliary to the administration of relief, and probably used by the guardians at the workhouse, would be held to be within the words of the statute referred to above: at any rate the same objections in principle apply to the furnishing of such goods by an overseer as of articles used for more immediate consumption by the paupers themselves. The commissioners think you might therefore be exposed to the penalties enacted by the 55th Geo. 3, c. 137, if you continue to supply the goods in question during your year of office.

2. RECOVERY OF CONTRIBUTIONS FROM OVERSEERS.

April 22, 1844.

Clerk of Great Boughton Union: Stated, that the townships of Great Boughton, Kelsall, and Burrow (Little), within the Great Boughton Union, had neglected to pay their contributions for the last quarter, and the board of guardians had directed application to be made to the justices, to recover the amounts from the respective overseers. The overseer for Great Boughton, who had been in office two years, positively refused to pay; and alleged that, as he was no longer overseer, payment could not be enforced; he had not, however, passed his accounts, and the auditor had been requested not to pass them without production of the treasurer's receipt for the contribution.

Ans. The commissioners are of opinion that the guardians of Great Boughton Union cannot now avail themselves of remedial proceedings, for the recovery of contributions, against the late overseers of any parish; who, being no longer in office, would have no power to reimburse themselves the sums levied on them. The commissioners think, however, that in such cases penal proceedings may be adopted; as the offence of disobedience to the guardians' order was completed by the overseers during their period of office; and the mere fact of their ceasing to hold such office, does not purge them of that offence, or oust the jurisdiction of the justices.

POOR-RATE.

1. APPORTIONMENT OF THE RATE BETWEEN AN OUTGOING AND INCOMING TENANT.

Feb. 23, 1844.

Clerk of the Fylde Union—Stated, that throughout the whole of the Fylde Union, which was principally an agricultural district, it had time immemorial been the custom for terms of occupation in farms to end on the 2nd day of February with respect to the land, and on the 1st day of May following with respect to the farmhouse and buildings, and one close of land or other small proportion of the farm for outlet for cattle. The reason for this distinction in the time of quitting farms, was owing to a great proportion of the fodder (the produce of the farm) not being consumed by the 2nd of February, and the inconvenience of removing the fodder, as well as the injury which would be done to the farm by such removal would be very great. The parochial year, previous to the passing of the Poor Law Amendment Act, generally ended at Easter, and in that district nominally on the 5th of April. The custom of paying poor-rates between the off-going and on-coming tenants, for the quarter ending 5th of April, was invariably one-third of the rate by the off-going and two-thirds thereof by the on-coming tenant, which was very near the proportion between the tenants for the time of occupation, pursuant to 17th Geo. 2, c. 38, s. 12. Since the passing of the Poor Law Amendment Act the parochial year had ended on the 25th March, being eleven days earlier; and the custom of paying poor-rates in the union, between the off-going and on-coming tenants, for the quarter ending 25th March, had been one-half of the rate by each party—being nearly an equitable proportion of the rate, pursuant to the statute, taking into consideration the eleven days before mentioned, and also the off-going tenant's liability to a proportion of a subsequent rate, for the farm-house buildings, and outlet. The magistrates of the district were of different opinions respecting the proportions of the rate, for the quarter ending 25th March, to be paid between the off-going and on-coming tenants of a farm; some deciding that the rate for the whole quarter must be paid; others, that the proportion last before-mentioned only ought to be paid—thus placing the collectors in a situations of difficulty. Requested the commissioners to advise how the collectors ought to proceed in the matter.

Ans.—The case referred to is one to which the provision in the 17th Geo. 2, c. 38, as to the division of the rate between the out-going and the in-coming tenant, appears to be applicable. But the proportion of rate payable in any such case (where there is any dispute between the parties concerned) is to be ascertained by the justices. The matter is therefore one entirely in the discretion of the justices. But as the opinion of the commissioners has been asked on the subject, they are not prepared to say that the division which, since the passing of the Poor Law Amendment Act, has been made, is, under the circumstances, an unfair division.

2. EXCUSAL OF POOR-RATE.

March 6, 1844.

Auditor of Lymington Union—Inquired as to the mode in which the payment of Poor-rates could be legally excused.

Ans.—All the rateable property in a parish should be assessed in every poor-rate, and no person assessed can be lawfully excused from payment of the rate on account of poverty, except in accordance with the provisions of the 54 Geo. 3, c. 170, s. 11. Under that section, the justices alone have power to excuse the payment; and such excusal can be granted only upon the application of the party rated (though the commissioners believe such application need not be made in person), and with the consent of the overseers of the parish or the guardians of the union. Some doubt prevails as to whether the parish officers are still competent to give such consent, or whether they are not superseded in that function by the board of guardians; and while such doubt remains, it must rest, of course, with the justices themselves to determine whose consent they will receive.

3. LEVYING A SECOND RATE WHILST THE FIRST IS IN COLLECTION.

March 22, 1844.

Clerk of Stoke-upon-Trent parish—Inquired whether the overseers could levy a second rate whilst the first was in collection, there being some small sums remaining unpaid, which could be recovered only by summons, or by allowing time for payment.

Ans.—Where a poor-rate has been for the most part collected, the commissioners think that the fact of its not being immediately recoverable in some few instances would not prevent the making of a new rate, supposing a necessity to arise for obtaining further

funds, and provided that the two rates be not concurrent rates, i. e. laid for the same period of time. The schedule annexed to the 6 & 7 Wm. 4, c. 96 (Form of Rate), which requires the "arrears" to be brought forward, clearly contemplates the case of a former rate being partially uncollected when a new one is made; and the 43 Eliz. c. 2, s. 4, provides for the recovery not only of the current rate, but likewise of "all arrearages."

MIDDLESEX SESSIONS.

By the 7 & 8 Vict. c. 71, the future holding of Sessions in the County of Middlesex is regulated.

By the 1st section it is enacted there shall be holden in and for the County of Middlesex two sessions or adjourned sessions of the Peace at least in every calendar month, and the first sessions holden in the months of *January*, *April*, *July*, and *October* respectively shall be the general quarter sessions of the said county.

By section 4, the second sessions holden in the months of *January*, *April*, *July*, and *October* are to be adjournments of the general quarter sessions.

By sect. 11, the sessions of the peace in and for the city of *Westminster* are to cease after the next one held subsequent to the sessions to be holden in and for the said county of *Middlesex* shall be holden by adjournment within the said city and liberty, and shall have full jurisdiction over all things cognizable by the sessions for the said city and liberty; and that the inhabitants of the said city and liberty shall not be exempted from serving on juries at the sessions of the peace for the county of Middlesex holden within the said city and liberty.

Pursuant to these provisions, the following days have been appointed :—

AT THE SESSIONS-HOUSE, CLERKENWELL.

General Session, Criminal business, Monday, August 19.

Session for trials only, Tuesday, September 10, and Tuesday, September 24.

QUARTER SESSION, AT THE SESSIONS-HOUSE, CLERKENWELL.

For taking parish rentals, Monday, October 7.

Appeal day, Tuesday, October 8.

Criminal business, Wednesday, October 9.

Applications for licenses for music and dancing for Middlesex, Thursday, October 10.

AT THE GUILDHALL, WESTMINSTER.

Applications for licences for music and dancing (Westminster) at 3 P.M., Friday, October 11.

AT THE SESSIONS-HOUSE, CLERKENWELL.

County day, Thursday, October 17.

AT THE GUILDHALL, WESTMINSTER.

Adjourned Quarter Session, Tuesday, October 22.

AT THE SESSIONS HOUSE, CLERKENWELL.

Session for trials only, Tuesday, November 5.

General Session—Appeal day, Monday, November 18.

Criminal business, Tuesday, November 19.

County day, Thursday, November 28.

Session for trials only, Tuesday, December 3.

General Session—Appeal day, Monday, December 16.

Criminal business, Tuesday, December 17.

HENRY EDMONDES,
Deputy Clerk of the Peace.

The following building has been duly registered for the solemnization of marriages, pursuant to the Act of the 6 & 7 Wm. 4, c. 85.—North-street Chapel, situate at Gosport, in the parish of Alverstoke, in the county of Southampton, in the district of Alverstoke. E[illegible]e Chapel, situated at Mount Pleasant, in the borough of Rochdale, in the county of Lancaster, in the district of Rochdale. The Independent Chapel, situated at Needham Market, in the county of Suffolk, in the district of Bosmere and Claydon union.

THE LAWYER.

Summary.

We have given a somewhat copious abstract of the opinions of the Judges in Gray's case, as they contain so much information respecting the history and nature of peremptory challenge, which cannot be easily obtained, and are therefore deserving of being recorded in our columns, although the practice is clearly settled in England.

THE LAWS OF FRANCE.

No. I.

Wills made in France by an Englishman—Locus regit actum.

Our correspondent, who furnished the full and interesting report of the dispute between the French Bar and the President of the Cour Royale, enables us to lay before our readers the first of a series of articles on such points in the laws and judicial system of France as may be most useful and interesting to an English lawyer. The great increase of intercourse between the two countries renders some knowledge of the subject the more valuable. The following letter contains a report of a case upon wills made in France by an Englishman :—

SIR,—A curious and interesting case came before the *Tribunal de première Instance de Paris* on the 8th of August, and being a novel question in the law of nations, I have thought you might consider it worthy of insertion in your columns. The 1 Vict. c. 26 declares the will of any English subject not made in the presence of two witnesses null and void. It remained to be proved whether this statute could be applied to a will made in France by an Englishman, notwithstanding the rule *locus regit actum*.

Mr. Quartin Dilley, doctor and naturalist, died in Abyssinia, 3rd January, 1841. His heirs were—his father, Mr. Quartin, an Englishman; his mother, Quartin's legitimate wife, Marie Henriquez de Cabrera, a Spaniard; one sister of age, two sisters and a brother, minors. Before leaving Paris, where he had been studying, Richard Quartin had deposited at a notary's a will drawn up by himself (olographe), (a) dated 31st January, 1839, by which he gives half of his property to his two sisters, Marie and Charlotte, then at a school at Picpus, and the other half to his brother and sister, who had remained in Portugal, leaving to his father and mother a life interest in the latter half. The eldest sister, Marie de Carmis, died 11th September, 1842, leaving also a *testament olographe* made in France, naming her sister Charlotte her residuary legatee. These two wills of Quartin Dilley and of Marie Quartin are the subject of the present suit.

The inventory has proved that the bulk of the property left by these two wills consists of rents and personal property, and Mr. Quartin claims it not only as guardian and manager of his wife and children's property, but also as sole heir, according to the English laws, of his children, who have died without issue.

Mr. Quartin has accordingly summoned M. Lebon, recorder of the court, and provisional administrator of the inheritances of the said children, to surrender to him the title-deeds and writings of the two wills.

But can these two wills of Richard Quartin Dilley and of Marie de Carmis Quartin be held valid in France?

Mr. Quartin's advocate maintained that the wills were void. They were *olographe testaments*, and, according to the English laws, an olographe will is only legal when it has been drawn up in the presence of two witnesses, and these said wills had been made without witnesses. Moreover, it is a case of personal property, and the *statutum personale* is applicable.

The advocate contended that the said *olographe* wills were invalid in England, and would not be recognized by the Prerogative Court. He quoted the 1 Vict. c. 26, which declares that "all wills must be made in the presence of two witnesses." From a declaration of Mr. Jostling, registrar of the Prerogative Court of Canterbury, he read as follows: "After having most attentively examined the case, and submitted it to Mr. Dyneley, one of my brother registrars, I am, like him, of opinion that the principle *locus regit actum* is not applicable when there exists such a positive statute as that of 1 Vict. c. 26. This statute is applicable to all the subjects of her British Majesty, whether in England or elsewhere."

From the fact that an *olographe* will of an Englishman in England would not be valid if it did not bear the signature of two witnesses, the advocate inferred that the same will ought to be considered void in France; that the rule *locus regit actum* was not applicable in the present instance, but that there was reason to apply the rule of the *statutum personale*, which follows the foreigner everywhere with regard to his personal property.

Besides, the rule *locus regit actum* is only applicable to documents executed before public functionaries, not to those executed by individuals privately.

Upon the representations of the Procureur du Roi, (b) the Court, at a previous sitting, had ordered that before giving a judgment, the minors, Quartin, should be represented in the Court, and appointed a special guardian to the said minors, to defend them against the demands of Quartin, postponing the suit for eight days.

At the second sitting, Quartin's advocate again discussed the question of right, and, in support of his opinion, quoted that of the barrister attached to the English embassy. He mentioned, also, the decision given in the case of an English lady, of the name of Popkins, whose will had been signed by two witnesses, and had been recognized as valid by the Prerogative Court of Canterbury. Two codicils following the signatures of the witnesses had been annulled because they came after the signatures of the two witnesses, and thus failed in the requisite condition.

But the advocate of the special guardian represented Mr. Quartin's father as a man eager to appropriate to himself the fortune that his son has insured by his will to his brother and sisters. He maintained that the principle *locus regit actum* is an absolute rule; and admitting the statute of 1 Vict. to be explicit and positive, he contended that French judges ought not to be influenced by the manner in which a will made in France might be regarded by English judges. It was sufficient for them to know that the will made in France was made conformably to the French law.

The Procureur du Roi then pronounced against the claims of Mr. Quartin, and

The Court delivered the following judgment :

"Concerning the supposed invalidity of the wills :

"Inasmuch as it is generally admitted as the law of nations, that the formality of acts is necessarily governed by the laws, customs, and usages of the countries where they occur :

"That this principle, required by the force of circumstances, applied without restriction, protects all documents, whatever they be, provided the place of their execution is undoubted :

"Inasmuch as it is proved, and moreover not contested, that these two said wills emanated from the hands of testators, are properly written, dated, and signed, fulfilling in this respect all the conditions essential to their validity, according to the *Code Civil*, under the authority of which they were made :

"Inasmuch as Quartin maintains and demands the invalidity of these wills merely on the plea that the suitors, as English subjects, were incapable in France of making an *olographe* will, the statutes of their country only recognizing wills duly attested :

"Inasmuch as, supposing that in England one cannot make an *olographe* will, the principle would not be applicable in France; that the claim, moreover, presented in the name of Quartin rests on a confusion of the rules relative to the capacity of the individual and of the rules concerning the intrinsic formalities, the nature and character of the acts :

"That if it is true that the personal statute (*statutum personale*) follows the person everywhere, it is equally incontestable that it is merely to determine that person's condition, the extent and limits of his rights and capacity, and whether he is of age or a minor, but the personal statute has nothing to do with the form and character of acts which have taken place in a country, the laws and statutes of which have determined the means of accomplishing those acts :

"That it is easily understood that all appertaining to the substantial elements—the solemnity, nature, and form of contracts, belongs exclusively to the laws of the country where they are made, or to which the foreigner, as denizen, must conform, if he wishes his rights, and his exercise of them, to be protected by those laws ;

"Otherwise, it might happen that the foreigner might be unable to accomplish in France such or such an intention, authorized only according to the customs of his country, upon the fulfilment of some special formality, prohibited by our laws :

"That it follows from these principles, that these two wills, conformable to the dispositions of the *Code Civil*, which governs them according to the rule *locus regit actum*, are valid in their form, that it is, in consequence, expedient to inquire what effect they will produce :

"Inasmuch as, differing from our laws, the English statutes do not compel any reserve to be made in favour of fathers and mothers, and leave to children the entire disposal of their property; as an English subject, the deceased Dilley Quartin might have disposed of all his fortune in favour of his sister or of strangers :

"Inasmuch as the property left by the said Dilley Quartin, in France, is only moveable property; that in principle moveables follow the condition and estate of the individual :

"Touching the claims of Quartin on the said property in the name of, and as legal administrator of, his children's property :

"Inasmuch as, according to the English statutes, the father, during marriage, has the administration of the property of his children who are under age, that upon this plea Quartin is entitled to the property belonging to his daughter :

"Inasmuch, however, as the application of these principles depends upon circumstances, and, above

(a) In France we have three kinds of wills—1st. *Le testament olographe*, which consists in a declaration of the testator's wishes, written, dated, and signed by himself. 2nd. *Le testament dans la forme mystique*, which is the declaration of the testator's wishes, written either by himself or another, signed by him and deposited by him, under cover, in the hands of a notary, who, in the presence of six witnesses, seals the envelope, on which is written that it contains the will of such a one, and the whole is signed by the testator, the notary, and the witnesses. 3rd. The *testament authentique*, in which the testator publicly dictates his last wishes to a notary, in presence of four witnesses; the document is signed by the testator, and remains with the notary, or if he is unable to sign, the fact is mentioned, and an additional witness is called.—See *Code Civil*, 967-1001.

(b) At each Court there is an Attorney-General (Procureur du Roi), supported by substitutes (*substituts*), who are bound to be present at all judgments, to enforce the observance of the laws, and to be the official defenders of the absent, and those unable to appear, of minors and married women, of the state, and of all public establishments. To them, also, are intrusted proceedings against crimes and offences.

all, upon the children's interests, which becomes the sole consideration which ought to influence one:

"Inasmuch as the intention of the testators was to leave to Marie de Carmis Quartin the means to complete her education, and to assure her future prospects at the same time:

"Inasmuch as Quartin, the father, is only accidentally living in Paris; where, on the contrary, his daughter is to remain to complete her education:

"That is, accordingly to her interest, that the property should remain in the hands of a third:

"The Court recognizes the validity of the two wills, and rejects the claims of Quartin, the father."

This judgment will be appealed against, and referred to the Cour Royale, although it appears to us perfectly clear, and given in accordance to the strictest rules of equity. I do not allude to the fears the Court might have entertained for the safety of the children's property, had it passed into the hands of the father, but to the legality of the question; for our laws recognize the validity of all acts done in a foreign country, either by foreigners or by Frenchmen, provided they have been done conformably to the rules of the country; it is the application of the rule *locus regit actum*, which has no affinity whatever to the *statutum personale*; the former regulates the form of acts—the latter, the personal estate. There is, therefore, every reason to believe the Court of Appeal will confirm the judgment given by the Court of First Instance.

There are few legislations in Europe which protect the rights of minors and those incapacitated from defending themselves so much as ours, and the difference which is here shewn between the French and English laws, with regard to the rights of succession, renders this judgment interesting and worthy of attention. In England the testator can dispose of all his fortune as he pleases; but in France he is compelled to leave the bulk of his property to his children, and to his father and mother, and if he has no children, his brothers and sisters are co-heirs with the father and mother.

I will soon send you an article on the rights of Englishmen in France,

And remain, Sir, yours truly, N. T.

Paris. Avocat de la Cour Royale.

Note.—This decision is clearly in accordance with our own law. See *Curling* v. *Thornton* (2 Add. 21); *Stanley* v. *Bernes* (3 Hagg. 374); Williams on Executors, p. 272, 3rd edit. where he remarks, the "French lawyers, it would seem, acknowledge the same principle."—ED. LAW T.

LEGAL INTELLIGENCE.

THE ECCLESIASTICAL COMMISSION.

The following circular has been issued to the several bishops by the Ecclesiastical Commissioners for England:—

"Resolved, That, until further public notice, the published resolutions of the commissioners, relating to grants out of their funds, be suspended; except in the case of local claims upon tithes, &c., and except also as hereinafter mentioned.

"That application for grants in augmentation of income be entertained in the case of new churches already built, or in course of building, or the whole means of building which shall have been provided on or before the 1st day of August instant, in expectation of aid from the commissioners: and that all such applications, if made before the 1st of October next, be respectively taken into consideration as early as the state of the funds will allow.

"That a copy of these resolutions be transmitted to each bishop, with a request for the earliest information in his power as to the probable number of such applications in his diocese."

The reason for this is apparent by the latter part of the following paper, recently laid before the House of Lords by the commissioners, in compliance with an order, on the motion of Lord Clanricarde, for a return of all sums in their hands not appropriated to any particular purpose:

"The Ecclesiastical Commissioners for England are unable, for the following reasons, to return any sums, now under their control, as not appropriated to any particular purpose, in respect either of the episcopal fund, or of the fund applicable to the augmentation of small livings.

"1. The *episcopal fund* is formed by fixed contributions from the larger bishoprics, out of which, fixed annual payments are made, in augmentation of the incomes of the smaller.

"An annual surplus of about 6,000*l*., which, according to the calculation made at the date of the Episcopal Act in 1836, is estimated as likely to arise, when the debtor and creditor sides of the account shall both be in full operation, by vacancies having occurred in all the paying and all the receiving sees, is liable to be varied in amount, either by increase or diminution, upon septennial revision of the episcopal payments and receipts; the first of which revisions is now about to take place, upon new returns of income made this year.

"The contribution from larger sees already vacated having hitherto exceeded in amount the augmentations required for smaller sees, there has been and still is an annual surplus, amounting, at present, to about the same sum of 6,000*l*.

"This surplus has, from time to time, been nearly exhausted in providing episcopal houses of residence; and the present actual balance consists of a sum in Exchequer-bills, and certain moneys due from one of the contributing bishops, amounting together to about 12,000*l*.

"But neither this balance, nor the existing surplus annual income, can be said to be unappropriated, because by further vacancies among the receiving sees occurring before other contributing sees fall vacant, not only may the annual surplus at any time be absorbed, but the whole annual receipts may become insufficient to meet the increased claims thus arising upon the fund; and this contingency alone renders it impossible yet to consider any sum in hand as unappropriated.

"As to the *common fund*, applicable to the augmentation of poor livings, the circumstance of this being its primary object would, in the present condition of the church, prevent the commissioners from feeling themselves at liberty to return any sum as unappropriated; even had the whole revenues, prospectively placed at their disposal by the Cathedral Acts, become already available.

"But these revenues being dependent upon the falling in of cathedral preferments, &c. the annual income increases only gradually; and it has been the invariable policy of the commissioners to afford the greatest amount of relief in their power to the existing spiritual destitution, by pledging this growing income, in perpetuity from time to time, as it accrues.

"The extent to which this principle has been carried appears from the list of 562 benefices and churches already augmented by the commissioners, which has recently been printed; and it results from their having done so much that a necessity will arise in the current year for supplying the other demands upon the fund, including the augmentations of archdeaconries out of their stock; the remainder of which may be considered as pledged to meet benefactions towards providing houses of residence for the poor clergy.

"The commissioners are, therefore, also unable to return any unappropriated surplus in respect of this fund. "By order of the Board,

"CHARLES KNIGHT MURRAY,

"Treasurer and Sec.

SIR WILLIAM FOLLETT.—It was with much pleasure we announced last week that intelligence received from the Continent indicated a considerable improvement in the health of this gentleman, whose estimation by the public has made him as much respected as the appreciation by his friends has made him beloved. The frequent recurrence of illness at a period when his high standing, so honestly earned, has apparently opened to him a wide career of usefulness, has been a source of much regret. The origin of his indisposition is of a singular character, and has not, we believe, hitherto been made known. While at school, in Devonshire, on a fine autumnal day, when the evident approach of a gloomier season makes us appreciate more highly the genial sunshine of present enjoyment, three youths sallied forth on a school-holiday for a long ramble in the woods and copses which deck that most picturesque of all the southern counties of England. A plentiful supply of black berries, with which the hedgerows abounded, delighted the palates of the strollers; and present appetite having been allayed, if not satiated, the hat of one of the party was devoted to the accumulated store, and their steps were turned homeward. An accidental separation in the ramble left the one in charge of the commissariat department to pursue his journey alone; and he, to beguile the way and lighten his load, made serious inroads on the stock in reserve. The result was, that poor Follett, for he it was, fell under an attack of illness so severe, that his removal from school became necessary; and although careful nursing and the devoted attention of his relatives enabled him at length to resume his studies at home, and subsequently to remove to college, it was long before his health was re-established, and his constitution never appears to have recovered wholly from the unfortunate circumstance.—*Berwick and Kelso Warder*.

To Readers and Correspondents.

CAPITAL PUNISHMENT (W. G.) *stands for consideration.*

F. W.—*Those at the Law Institution, by Mr. C. Sl.dwell, are good, and the course at University College may always be attended with advantage.*

H. B. (Wells.)—*The same post brought a letter from another correspondent, expressing his approval of the plan, and thanks for the insertion of the particular one. We admit, however, the difficulty.*

PLAIN AND GAIN.—*We think the insertion of this letter would invite a lengthy discussion.*

J. B. (Rye.)—*It occurs in Chitty's forms, and the absence of the name would also be an objection.*

A. B. ("Stamps,") *in our next.*

THE LAW TIMES.

SATURDAY, SEPTEMBER 14, 1844.

WINTER ASSIZE.

ALL our professional readers who are in any way connected with criminal business will recollect the serious inconvenience that was inflicted last year by the delay on the part of the Government in announcing their intention of causing a Winter Assize to be holden, and the uncertainty and confusion of the arrangements when they were made. We take therefore an opportunity thus early of drawing attention to the subject, that it may as soon as possible be determined on in one way or another, that it shall not again occur that jurors and witnesses must be obliged to leave their homes on Christmas day, as it was the case of many who attended at Winchester on the last occasion. And we mention this merely as one of numerous similar instances.

Meanwhile we wish to remind those whose duty it is to prepare the recognizances, that the usual recognizance to appear at "the next assizes and general gaol delivery," will not be sufficient to compel the attendance of the parties. This was distinctly held by Maule, J. in *Reg.* v. *Walker* (Cox Crim. Law Cas. Ver. Rep. p. 14), where a witness who did not appear was not allowed to be called upon his recognizances.

ADVERTISING AND SHAM LAWYERS.

IN noticing some of these two classes in a recent number, we had our suspicions respecting the right of some of them to the titles they assumed. We do not mean positively to assert that there may not be some foundation for them, but we think it right to inform our readers that on reference to the Law Lists of 1835, 1841, and 1844, we find no Thomas Lord mentioned, several of whose circulars have been forwarded to us from different parts of the country. Not having by us at this moment a complete series of the Law List, we cannot say how often his name does appear; but in 1837 we find that name with the following additions:—"Thames Association Office, for protecting small vessels against damage by steamers; foreign law agent for recovering foreign debts, and transmitting deeds to all places on the continent; and *parliamentary agent*." A multiplicity of titles has not, it seems, been favourable to Mr. Lord's success; and if the law societies bestir themselves, and it should be found on inquiry that he is not now a solicitor, this attempt may prove his last.

Nor do we see any Mr. George Lewis, of 4, Barnard's Inn, in the Law List of this year. But a copy of a letter sent by him now lies before us, in which he terms himself solicitor.

The Mr. W. Clarke, of Oxford, whom we noticed before, seems to possess a degree of impudence which almost excites our admiration for its intensity. In one way, at least, he is determined to surpass, and few will wish to be his rivals. At the corner of a long crooked lane leading from Holywell to New College-lane, Oxford, and which is known by the euphonious appellation of Hell, may be seen a *sign-board* to inform the unfortunate that they may avail themselves of the assistance (!) of "William Clarke, solicitor, conveyancer, attorney of the City, Sheriff's, and County

Courts, a commissioner for taking affidavits;" and then follows a direction to his office. In his advertisement in the *Oxford Chronicle* he is satisfied with the more general address, "Holywell, Oxford," thinking, and perhaps rightly, that if any one think it prudent, lured on by the advertisement, to go in search of him, he will not be staggered by the "*signboard.*"

Before quitting this painful subject, we wish to refer our readers to an advertisement in another column, containing the names of the Provisional Committee of the Legal Protective Association. That some efficient means are needed to put a stop to these practices, all admit; the how, and the by whom, it is to be done, is a more difficult question. We shall watch their progress with great interest.

THE CRITIC.

New Books.

Outlines of a Plan for adapting the Machinery of the Public Funds to the Transfer of Real Property. By Robert Wilson. London, 1844. Blenkarn, 19, Chancery-lane.

This pamphlet is dedicated to the Law Amendment Society, and the sweeping changes proposed by it are so startling, that none but those seriously engaged in the consideration of the existing evils of our system will have inclination to examine their practicability. Such persons, however,—and their number is daily increasing,—will find in this ingenious pamphlet much to excite reflection, although we cannot say that they will be convinced. The author, indeed, who has evidently spent much time and thought upon the subject, and is, therefore, cognizant of its difficulty, will not be surprised at this result. A full examination at the present moment would far exceed the space at our command, and it is only by slow degrees that all the bearings of such a change are, or can be, mastered.

All admit, that from the present system of retrospective deduction of title flow serious expense and inconvenience. Still, the recollection that this system has arisen in consequence of the complicated arrangements rendered necessary by the state of society, and that the Legislature has frequently failed, most specially when attempting to enforce a theoretical remedy, as in the case of the Statute of Uses, make us pause before we admit that it would not again fail, as long as the feelings and wishes of mankind oppose the end sought.

Mr. Wilson considers the existence of a Theory of Representation—a *simple title* representing subordinate interests—in the case of property in the funds, shews that it may be advantageously substituted for the complex theory of estates in the case of real property; we are to have "land warrants," transferable, almost like dock warrants—no conveyances—no minute examination of titles—no abstracts in "lengthened sweetness long drawn out;" but all is to be managed under a vast Government Registration of Estates and Transfers Board.

To quote his own words:—

"It is proposed in the following pages to prove, that if derivative interests in real property were provided for according to the 'theory of representation,' instead of according to the 'theory of estates,' our present retrospective deduction of title might be superseded by registration on the continental principle, divested of judicial interference. In support of this proposition, it will be necessary first to explain at some length how the 'theory of estates' works at present; then to shew the working of the opposite 'theory of representation,' in the machinery of the public funds; a branch of the subject which will lead us to point out, in passing, that an imperfect principle of representation once held a prominent place in the law of real property itself. An attempt will next be made to prove that the transferable symbols of property which produce such beneficial effects in various familiar instances are founded on similar principles. Our argument will next proceed to apply the theory of representation to real property; and in so doing to observe on the extreme simplicity to which it might reduce the ordinary transactions of sale or mortgage, without affecting the security or efficiency of family settlements, or involving the abolition of feudal tenures. It will also be shewn that the same fundamental principle might lead to a perfectly simple system of registration; without disclosing equitable mortgages: and that by its further development even subordinate titles, such as those to leases, might be divested of much unnecessary affirmative proof; and an efficient substitute might incidentally supply the place of declaratory actions, now so much wanted and so imperfectly replaced by other remedies."

To follow him through the details would take up far too much time, but the machinery he partly describes thus:—

"These would be, first, a government map of the country, to be revised periodically, on which each property would be distinguished by a number; secondly, a separate ledger account kept for each property, or number, in a metropolitan registry; and, thirdly, a transferable symbol representing each property, or number, and manifesting the title to it. It would not, however, be necessary that this machinery should be provided for the whole country at once; it might be applied, in the first instance, to a town or a county, and be extended by degrees. A government establishment of moderate dimensions might survey the different parts of the country successively, within a period of twenty or thirty years, and then recommence the circuit."

Austria, Prussia, and Bavaria, it seems, have adopted a system of public registration as the medium of transfer, and we should much like to have full information, first, as to the state of landed property when this was adopted, and next, how it works.

Now, upon a cursory consideration of this question, these objections present themselves:—The first is, how can such an alteration be made with due regard to existing interests and arrangements? How can the legal owners of all the property in the country be discovered? How can a commencement be made? The plan, to be useful, must be adopted universally. What an endless career for a commission! Then the expense would be enormous, and by whom it is to be paid? The benefits are problematical, and would the owners be willing to incur the expense? And can we say that it ought to come by way of direct taxation?

But suppose it effected—the infinite subdivision of properties and the ever-varying combinations of rights must quickly give rise to such a number of derivative interests, that the business of the courts of equity would be increased a hundred-fold, in protecting and enforcing them. Here, in fact, the root of the evil lies; and the analogy of funded property has, we think, been far too much relied on by Mr. Wilson. The analogy fails because of the difference of the subject-matter. To put it briefly, funded property, or money, is valuable only for itself—it has no traceable origin—it has no *circumstances*, in the philosophical sense of the word—it cannot be dealt with, let out, built on, planted, or altered. Each subdivision remains a whole of itself, unconnected with any other part. The equitable owner—the non-registered proprietor—wants nothing but the interest, and the principal at the expiration of the trust. It matters little, therefore, that the legal title is alone regarded. Landed property is, in a variety of respects, the very opposite, and not theoretically, but from its visible permanent nature.

These are some of the thoughts suggested by this pamphlet. It is, however, the fruit of much consideration, and deserves careful examination as an "outline." The author does not say that it is perfect, but only that it merits attention, and in this we quite agree with him.

The Metropolitan Buildings Act, 7 & 8 Vict. c. 84; with Notes and Cases explanatory of its Law and Practice. By George Tattersall, Surveyor, and Thomas Chambers, Barrister-at-law. London, 1844. E. Lumley.

Few more important Acts than the Metropolitan Buildings Act have been passed for many years. The direct way in which it interferes with every thing relating to buildings in the metropolis, and the power given to the Queen in Council to extend its operation to any place within twelve miles from Charing-cross, renders it most necessary for all persons selling or purchasing houses or planning their erection, to become somewhat acquainted with its details, or at least to have a ready manual at hand for reference. This edition exactly meets this necessity. It first contains an abstract of the Act, then the statute at full length, with notes and all the cases interspersed with the sections to which they refer. This is followed by an analytical digest of the rules of practice, legal and architectural, laid down by the Act, and a useful glossary of technical terms peculiar to building, which occur in it.

We extract the remarks of the editors upon some of the sections which are of more immediate importance to the professional reader.

On section 9, which relates to the modification of existing building contracts, and regulates future contracts, they observe:—

"This clause clearly sets aside all contracts for building according to plans not in conformity with the provisions of this Act. Where, however, such a contract, entered into in the form of an agreement to build, has been partially acted upon, and the plan thereby actually established; such plan may be carried out to completion, provided that all the foundations be laid before the 1st of January, 1845, and the building completed before the 1st of January, 1846, for it would then come under the definition (s. 2) of 'already built.' A lessee cannot, however, call upon his lessor to alter any building plan attached to a current contract, excepting insomuch as the same may have been rendered actually illegal by this Act; as in the case of the width of a street, &c.; and, moreover, a lessor so altering any plan as to conform with the provisions of this Act, would be protected from any actions at the suit of any one or more of his lessees for so doing. Nevertheless, neither lessor nor lessee will be justified under this Act in altering or deviating from any current contract in any respect other than to accommodate it strictly to the legal provisions of this Act.

The main difference between this section and the ensuing (s. 10) is, that this applies especially and solely to building contracts in actual operation, and to current building agreements; whereas the other (s. 10) provides for buildings *in esse*, or rebuildings contingent upon leases or agreements either actually existing, or which may hereafter be entered into."

On the tenth section, which refers to building-leases, or agreements for building-leases already in existence, they remark—

"This clause affects policies of insurance, inasmuch as they are contingent building agreements, and that this Act compels all new buildings to be rebuilt in conformity with its regulations. But as in no case can the insured call upon the insurer for more than the actual amount of the policy, the clause (if any) binding a lessee to rebuild in case of fire becomes a building agreement between a lessor and lessee, and as such is capable of modification or arrangement between the parties, as provided for by sections 9 and 10 of this Act."

On the 83rd & 84th sections, as to the awards of referees:—

"Taking this clause in connection with the succeeding, the effect and force of these awards appear to be as follows:—So soon as they are made, they bind not only the persons whose interests are immediately affected by them, but taking effect, as it were, on the property in dispute, they are conclusive against all who either have or may have any property therein. But if any document of this description be produced as evidence in any cause, it is not to be considered as conclusive evidence of the matters contained therein, so as to preclude the parties from disputing them; but only as *primâ facie* evidence, liable to be invalidated or rebutted by any other testimony brought forward."

A member of each of the Professions to whom will be mainly intrusted the interpretation and practical application of the provisions of this Act, having joined in preparing this edition, and having performed their duties carefully, it will, we trust, meet with the approbation it so well deserves. We would suggest, however, that the next edition should contain a general alphabetical index to assist those ignorant of the arrangement of the Act in their references.

Guide to Oratory; or, Whole Art of Public Speaking: containing the Principles and Adaptation of Logic, with the Rules and Etiquette of Debate; illustrated by Specimens of the Eloquence of the Ancients, and Selections from the Speeches of Fox, Burke, Pitt, Grattan, &c. &c. &c. London, 1844. Mitchell.

This little work contains much that is useful, although we do not expect that it will do what no treatise has ever yet been able to do—make an orator. Besides the positive information that it affords respecting modes of proceeding in the House of Commons, and the etiquette to be observed in debate, which all should be acquainted with, it points out the technical rules which have been laid down by writers on oratory, explains the different forms of arrangement, and gives some simple and clear rules which should be observed in reasoning.

To those who have never studied larger works on this subject it is calculated to be of great service; and our living masters of eloquence are so few in number, that we are glad to see any attempt to draw attention to this too much neglected art.

THE REPORTS.

The following are the names of gentlemen who favour the Law Times with the Reports :—
PRIVY COUNCIL by William Paterson, Esq., of Gray's-inn, Barrister-at-Law.
HOUSE of LORDS by William Paterson, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by Richard Griffiths Welford, Esq., of the Inner Temple, Barrister-at-Law.
VICE-CHANCELLOR of ENGLAND'S COURT, by George Goldsmith, Esq., of the Middle Temple, Barrister-at-Law.
ROLLS COURT, by J. Macaulay, Esq., of the Inner Temple, Barrister-at-Law.
VICE-CHANCELLOR KNIGHT BRUCE'S COURT by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.
VICE-CHANCELLOR WIGRAM'S COURT by Henry Baker, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by James A. Foot, Esq., of the Middle Temple, Barrister-at-Law.
The COURT of COMMON PLEAS by Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.
The COURT of EXCHEQUER by John Bridge Aspinall, Esq., of the Middle Temple, Barrister-at-Law.
The BAIL COURT by T. W. Saunders, Esq., of the Middle Temple, Barrister-at-Law.
The EXCHEQUER CHAMBER by J. A. Foot, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by John W. Bittleston, Esq., of the Middle Temple.
ADMIRALTY COURT by John W. Bittleston, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.
BRISTOL DISTRICT COURT by J. Angus Homes, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT by B. C. Robinson, Esq., of the Middle Temple, Barrister-at-Law.
CROWN CASES (before all the Judges) by H. Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.
NORTHERN CIRCUIT, by James A. Foot, Esq., of the Middle Temple, Barrister-at-Law.
WESTERN CIRCUIT, by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.
OXFORD CIRCUIT, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.
NORFOLK CIRCUIT by Henry Mills, Esq., of the Middle Temple, Barrister-at-Law.
SITTINGS AT NISI PRIUS AFTER TERM, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law; and Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.
ELECTION COMMITTEES by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.
REGISTRATION COURTS, collected and edited by Edw. W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by Wm. St. Leger Babington, LL.D., Barrister-at-Law.
N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

Wednesday, July 31.

Lewis v. Hinton.

Dismissal of bill for want of prosecution—17th order of 1831—Practice—Cross notice of motion.

Where plaintiff obtains an order for a commission under the 17th amended order of 1831, and serves it upon the defendant, he is bound to proceed upon the provisions of the 17th order, although he subsequently abandons the commission; and if he fail to proceed in due time according to the terms of that order, the defendant is entitled to dismiss his bill for want of prosecution.

Penelope Lewis, the sole plaintiff in this suit, filed her bill, in 1842, against the defendant Hinton, who put in his answer on the 16th of November, 1842. On the 18th of July, 1843, the defendant, having moved to dismiss the bill for want of prosecution, the plaintiff gave an undertaking to speed. The plaintiff then obtained an order for a commission to examine witnesses within three weeks, and served it upon the defendant, according to the terms of the 17th order, but took no further steps therein. By the new practice the plaintiff was bound to give rules to examine witnesses and pass publication in Hilary Term, 1844. The plaintiff permitted Hilary Term to pass without taking any further step in the cause. The defendant, on the 5th of February last, moved before the Vice-Chancellor of England to dismiss the bill for want of prosecution; but his Honour being of opinion that the abandonment of the commission was a virtual abandonment of all proceedings under the 17th order, refused the motion. A similar motion was now made by the defendant by way of appeal before the Lord Chancellor. After the motion made on the 5th of February, the plaintiff had proceeded in Easter Term to give rules to examine witnesses and pass publication, and had set the cause down for hearing in Trinity Term.

James Parker, for the motion to dismiss, contended that it was now the settled construction of the 17th order that every thing under that order was consequential upon the plaintiff requiring a commission. If he does not require a commission, he may leave the defendant to bring the cause to a hearing (1 Dan. Chancery Practice, 378); but when he has obtained and served an order for a commission, he cannot abandon that order and place himself in the position of a party who has never issued a commission. In *Rayson* v. *Lees* (1 Keen's Reports, 14), it was held that the case was not withdrawn from the operation of the 17th order by the plaintiff's abandonment of the commission. This case was cited to the Vice-Chancellor of England, but he declined to admit its authority, or to alter the practice which had prevailed in his own court. Both the reason of the thing and the mischief of delay intended to be guarded against by the 16th and 17th orders, are with the decision of the Master of the Rolls.

The Lord Chancellor.—If the plaintiff had executed the commission, she must have given rules in Hilary Term; she cannot be in a better situation by not executing it. There seems to be no reason why, if she abandoned the commission, she should not, at all events, have passed publication in Hilary Term.

Anderdon and *Parsons*, contrà.—The latter part of the 17th order expressly provides for this case. (*Rattenbury* v. *Fenton* (6 Simons, 368). Where the plaintiff does not require a commission, the case falls under the old practice (*Smith* v. *Oliver*, 3 Mylne & Craig, 165); and it must equally do so where he abandons the commission. The defendant was too early in making his motion on the 5th of Feb. and ought to have waited until the expiration of the third term. (*Whalley* v. *Pepper*, 8 Simons, 203.)

Parker, in reply.

The Lord Chancellor.—I think, although the plaintiff did not prosecute the commission, she ought to have gone on to take all the other steps within the proper time. Having commenced a proceeding under the 17th order, she was bound to go on under it. She might neglect to execute the commission, but she must take the subsequent steps.

Anderdon then asked for a special order. The plaintiff had a *bonâ fide* intention of prosecuting the suit, and had erred from misconceiving the practice of the court, which was not uniform in all the branches of the court.

Parker.—Such an order cannot be made without a cross notice of motion. (*Lyon* v. *Dumbell*, 11 Vesey, 608; *Steadman* v. *Ellis*, 4 Maddock, 240.)

The Lord Chancellor.—Upon the main question decided there has been a difference of opinion between the Master of the Rolls and the Vice-Chancellor of England, and, therefore, I think I ought to put the plaintiff in such a position as, consistently with fairness to the defendant, will enable her to prosecute the suit.

Ordered, that on the plaintiff paying the costs of the application, publication stand enlarged until next Hilary Term.

Dalton v. Hayter.

Suspending proceedings pending appeal—Practice—Application to the judge before whom the cause was heard.

In this cause a *demurrer* by the defendant for want of equity had been overruled by Vice Chancellor Wigram, from whose decision the defendant had appealed. The plaintiff was now pressing for an answer, and the defendant moved for an order to stay proceedings until the appeal had been heard.

Wakefield, for the motion, said, that if the defendant was compelled to answer, his appeal would be useless.

Wood objected that, under the 46th order of April 1828, all such applications must be made, in the first instance, to the judge before whom the cause was heard. *Motion refused with costs.*

Attorney-General v. Rickards and Another.

Practice—Stay of proceedings pending appeal.

Wakefield and *Kenyon* moved for an order to restrain the relators in this information from proceeding in the suit, pending an appeal to the House of Lords. There was an allegation in the information with regard to the forgery of a deed which the defendants had referred for impertinence. The Master had reported it impertinent, but on exceptions to the Master's report, the Master of the Rolls had held the allegation not impertinent. From that decision the defendants had appealed to the Lord Chancellor, who had confirmed it, and they had now appealed to the House of Lords. Such orders had been made in several cases. (*Wood* v. *Milner*, 1 Jacob & Walker, 636; *King of Spain* v. *Maclado*, 4 Russell, 560; *Wood* v. *Griffith*, 19 Vesey, 550; *Way* v. *Foy*, 18 Ves. 452.)

James Russell and *Campbell*, contrà.—The Court never made such orders, except where it was probable that irreparable injury would ensue. (*Walbum* v. *Ingilby*, 1 Mylne & Keen, 81.)

The Lord Chancellor.—Although I held the matter which was the subject of appeal to be relevant, I did not consider that it much affected the merits of the case. By granting the motion, I should be tying up the cause for two years. *Motion refused.*

VICE-CHANCELLOR OF ENGLAND'S COURT.

Thursday, May 2, 1844.

Edwards v. Jones.

Practice—Evidence—Affidavit under 43rd Ord. of Aug. 1841—Production of documents.

Plaintiff claimed as the personal representative of one H. P. whom he alleged to have been one of the next of kin of J. O. who died intestate—the defendants, P. J. and E. his wife, the other next of kin, having got possession of the intestate's estate. The defendants, P. J. and E. his wife, in their answer neither admitted that H. P. had survived the intestate, nor—except as to remembrance and belief—a certain letter stated in the bill to have been written by him, P. J. which amounted to an admission that H. P. had survived the intestate, J. O., although he did not absolutely deny the same.

Held, that the plaintiff could not prove the letter by affidavit upon a motion for payment of money into court, and for a receiver.

The suit out of which this question arose was commenced by one Griffith Edwards and Margaret his wife, as the personal representatives of H. Powell, who was alleged by the bill to have been one of the next of kin to one John Owen, who died intestate, and as such claiming to have been entitled to the personal estate of the said John Owen, jointly with the defendants, Pierce Jones and Ellen his wife, the said Ellen being also next of kin to the intestate. The plaintiffs in their bill alleged that the abovenamed John Owen, being possessed of considerable personal property, died in the year 1835, intestate, leaving his nephew, Howell Powell, and his niece, the defendant, Ellen Jones, his only next of kin him surviving. The bill, moreover, stated that the said H. Powell was, at the time of the intestate's decease, residing in America, and that letters of administration of the personal estate and effects of the intestate were granted to the defendant, Ellen Jones, alone, who, together with her husband, possessed themselves of all his personal estate; but that H. Powell never received any portion thereof, although entitled to a moiety. The bill further alleged that H. Powell died in Nov. 1839 intestate, and that letters of administration to his personal estate were granted to the plaintiff, Margaret Edwards. The bill prayed the usual account; also for the payment to the plaintiff of one moiety of the personal estate of the intestate John Owen, and for a receiver. The defendants, P. Jones and Ellen his wife, by their answer, admitted all that part of the bill excepting that portion which stated that Howell Powell was living at the decease of the intestate, J. Owen. To this they answered as follows :—"These defendants say that he (J. Owen) did leave his niece, this defendant, Ellen Jones, his next of kin him surviving, unless his nephew, Howell Powell, was living at the time of his, the said John Owen's decease; but whether or not the said John Owen did leave his nephew, the said Howell Powell, one of his next of kin, him surviving, these defendants do not know, and cannot set forth as to their belief or otherwise; but if the said Howell Powell was then living, this defendant, Ellen Jones, and the said Howell Powell, were the only next of kin of the said intestate at the time of his decease." The defendants, also, in their answer, admitted that they had in their hands a sum of money forming part of the intestate's personal estate, and also certain documents relating to the matters in question in the suit, except as to whether H. Powell survived the intestate, J. Owen.

The plaintiffs amended their bill by setting forth a letter dated June 21, 1841, written by the plaintiffs' solicitor, and addressed to the defendants, demanding, on behalf of his clients, the plaintiffs, an account of the personal estate of the intestate, J. Owen, and threatening proceedings in Chancery unless the defendants complied with such request. The amendments then stated that, in answer to the above letter, the defendant, P. Jones, wrote and sent to to the plaintiffs' solicitor a letter dated the 21st of August, 1841, from which it would seem that the defendant, P. Jones, was cognizant of the fact that H. Powell survived the intestate, John Owen. The defendants, however, in answer to the plaintiffs' amendments, stated "that they did not recollect, nor could set forth as to their belief or otherwise whether such letter, or of or to such purport or effect, was written by the said Mr. Roberts (the plaintiffs' attorney), or whether the same was received by the defendants, or either of them: and these defendants say, that at the time at which it (the said amended bill) stated

that an answer was sent to the said alleged letter of Mr. Roberts, this defendant was, as he now is, nearly blind; and this defendant, P. Jones, speaking to the best of his recollection and belief, denies, and this defendant, Ellen Jones, believes such denial to be true; that the defendant, P. Jones, did, either in answer to the said alleged letter of Mr. Roberts or otherwise, write and send such letter as in the said amended bill mentioned to bear date the 21st of August, 1841, or any other letter, or that such alleged letter was of such date, or in such words and figures, or of or to such purport or effect, as in the said bill in that behalf mentioned, or of any other date, or of or to any purport or effect; however, these defendants say that although they have not, nor hath either of them, any recollection of any such letter as in the said amended bill stated, such a letter may have been written *by some person in the habit of being about these defendants;* and these defendants, speaking to the best of their knowledge, remembrance, information, and belief, deny that these defendants did, either at the date of the same alleged letter or at any other time, well know or have any reason to believe or suspect that the said H. Powell had survived the said J. Owen and was then dead." The defendants admitted that the above-mentioned documents related to the personal estate of John Owen, the intestate, but that such documents did not amount to evidence of any title common to the plaintiffs and defendants, unless it was shewn that H. Powell survived the said J. Owen, and was, therefore, one of the next of kin of the said J. Owen. The plaintiffs now moved for a production of the documents, papers, and memoranda contained in the third schedule to the defendants' answer—and for the sum of 49*l*. 5*s*. 4*d*. admitted by the defendants to be in their hands belonging to the intestate's estate, also for a receiver.

Bethel and *Renshaw*, in support of the motion, were about to read an affidavit made by Mr. Roberts, to prove the letter mentioned in the amended bill to have been written and sent by him to the defendants, and the letter sent to him by the defendant P. Jones in reply, but were interrupted on the other side by

Stuart and *Craig*, who contended that an affidavit could not, at this stage of the suit, be read to prove an exhibit, and upon a motion which is invariably founded upon facts admitted by the defendant in his answer.

Bethel.—If there ever existed a doubt whether an affidavit could or not be used to prove an exhibit at this stage of the proceedings, the 43rd Order of the 26th of August, 1841, sets it at rest. [The Vice-Chancellor: But must you not, for the purpose of establishing your proposition, shew that the 43rd Order applies to proving an exhibit *not* at the hearing?] It would be very inconsistent to hold that you may use the affidavit for that purpose at the hearing, when the very rights of the parties are determined; but that you may not do so upon a mere application which has for its object the protection of the fund.

Cases cited for the plaintiffs: *Jefferys* v. *Smith* (1 Jac. & Wal. 298); *Hodgson* v. *Dean* (2 S. & S. 221); *Ord* v. *White* (3 Bea. 357).

The Vice-Chancellor.—When Lord Cottenham, in 1841, framed the order to which reference has been made, we must suppose that he did so in such a manner as to embrace the cases to which he intended that order to apply. My opinion upon the present question is very clear; and if the discussion had terminated on the previous occasion,(*a*) I should have decided it in the same manner in which I now decide it. Such a proceeding as the one sought to be taken was never allowed by the practice of this court. A bill, it seems, was filed by parties who claim under a person whom they state to have been entitled as one of the next of kin of an intestate. To this bill the defendants put in their answer, wherein the plaintiffs' title was not admitted, but some kind of a qualified admission was made. The plaintiffs then amended their bill, which the defendants answered in such a manner as to leave it quite uncertain whether a particular document sought to be proved was written or not, or if written, whether it was written by any person who could effectually bind the defendants: for although, according to the peculiar idiom of the Greek, the expression "some person in the habit of being about the defendants" might mean some person acting under the authority of the defendants; yet, according to the construction of the English language, it cannot be said to allow of that interpretation. My opinion is, that upon interlocutory applications of this kind (provided the matter be not the subject of an injunction or waste) the plaintiff cannot, upon the coming in of the defendant's answer, put his case in a better plight than he finds it upon the bill and answer. I, therefore, think that the affidavit must be rejected, and that no satisfactory case has been proved for the payment of the money into court, nor for a receiver. So far, however, as relates to the production of the documents, I am prepared to hear any argument that can be urged in support of the motion.

(*a*) The motion came on and was partly argued in the month of December 1843.

Where a defendant, by his answer, admits the possession of certain documents mentioned in the schedule which relate to the matters in the suit, save as to the question whether a certain party therein named survived the intestate, and that unless it were proved that the said party did survive the intestate, the documents were no evidence of a title common to the plaintiff and defendant:—Held, notwithstanding this admission, the defendant was not bound to produce such documents.

Bethel, in support of the motion for the production of the documents, contended that as the answer admitted that the documents related to the subject-matter of the suit, the plaintiffs were entitled to their production, and referred to the case of *Hardman* v. *Ellames* (2 M. & K. 732); that the principle contained in the cases is, that whenever a defendant admits in his answer that he has in his possession certain documents relating to the matters in dispute, he admits that he possesses documents without the production of which the plaintiff has not a sufficient discovery: that the right to see the document is founded upon the defendant's admission that they relate to the matters in the bill. These documents form part of the discovery, and may put the plaintiff in a situation to prove the very thing which constitutes the subject of dispute; and that where documents are thus admitted, the plaintiff has a right to their production, unless where thay fall within one of the three classes of exceptions; namely, 1st, Privileged communications; 2nd, Documents relating solely to the defendant's title; 3rd, When the discovery, if made, would subject the defendant to pain or penalties.

Cases cited for the plaintiff: *Hardman* v. *Ellames*, *Tyler* v. *Drayton* (2 S. & S. 309); *Bolton* v. *The Corporation of Liverpool* (3 Sim. 467); *Combe* v. *The Corporation of London* (1 You. & Coll. 631); *Adams* v. *Fisher* (3 My. & C. 526); *Smith* v. *The Duke of Beaufort* (1 Hare, 507); Wigram on Discovery.

Stuart and *Craig*, not heard.

The Vice-Chancellor.—In the present case the answer does not refer to the documents in the defendants' possession within the meaning of a reference as mentioned in that of *Hardman* v. *Ellames*, which decided that where a defendant *refers* to documents in his possession, then they form part of his answer; but if he merely alleges that he *has* in his possession certain documents, without stating any part of them, or the effect of them, then they do not form a part of his answer. Now to me it appears somewhat marvellous how such different views can be taken upon this subject. To my mind it seems perfectly clear that, as in the present case, where a party sues as representing one of the next of kin to an intestate, and his title is not admitted by the defendant, such a person is not entitled to the production of documents admitted by the defendant's answer to be in his possession, when the defendant merely states that they *relate to the affairs* of the intestate. The present case differs very materially from that one of *Hardman* v. *Ellames*, for there the defendant refers to the documents as evidence of the statement in his answer. The passage which was read to me out of Vice-Chancellor Wigram's Book on Discovery takes it for granted that the party has a title; if it means otherwise, that work is not entitled to the authority it is supposed to possess. I think I cannot do otherwise than refuse the motion. *Motion refused.*

Friday, June 7.

Pratt *v.* Pratt.

Will—Legacy—Revocation—Annuity.

A testator, by his will, bequeathed to a servant then in his employ certain legacies; by a codicil he revoked the legacies so bequeathed to his servant, giving him an annuity instead. The servant having left the testator, the latter made another codicil to his last will and testament, revoking every gift therein bequeathed to his late butler, J. F., one year's wages, and the further legacy of 150*l*.: *Held, that the annuity given by the former codicil was not revoked.*

The testator, H. Cooper, by his will, bearing date the 11th of January, 1830, gave to his butler, J. Faulkner, a legacy of 150*l*. in addition to a year's wages. The testator, some time afterwards, executed a codicil, whereby he revoked the bequests contained in his will in favour of the said J. Faulkner, and in lieu thereof gave him an annuity of 50 guineas per annum during his life. The testator then made another codicil, as follows:—"I, H. Cooper, do make this further codicil, all written with my own hand, to my last will and testament, bearing date the 11th day of January, 1830, and also written with my own hand; that is to say, I revoke every gift therein bequeathed to my late butler, J. Faulkner, one year's wages, and the further legacy of 150*l*." Upon a reference to the Master, he found that J. Faulkner was (notwithstanding the revocation of the other bequests) entitled to the annuity. To this exceptions were taken.

Bethel and *Hubback*, in support of the exceptions, contended that the word "will" includes also a codicil, as forming but one and the same instrument, and the words "therein bequeathed," in consequence, applied to every antecedent gift. That J. Faulkner having left the testator's service, it was clearly his intention to revoke every kind of benefit which he had given him, but that, in enumerating these bequests, he had fallen into a mistake. (*Reade* v. *Backhouse*, 2 R. & M. 546; *Crosbie* v. *Macdoual*, 4 Ves. 610.)

Stuart, *Anderdon*, *Craig*, and *T. S. Williams*, for the rest of the parties to the suit, but

The Vice-Chancellor, without hearing them, said, that in his opinion the words of the will were sufficiently clear, and thought that there was no necessity to travel out of the way for the sake of making what a country gentleman chooses to say bear a different meaning from that which he has expressed, and that, under the present circumstances, he should overrule the exceptions.

Monday, July 1.

Braham *v.* Strathmore.

Practice—Receiver.

Upon a bill filed by an annuitant whose annuity was charged upon the real estate, and it appearing that all arrears had been paid off, Held, that, under the circumstances, the order appointing the receiver ought to be discharged.

This motion was made to discharge an order appointing a receiver (the trustees of the estate giving an undertaking to pay the annuities) under the following circumstances:—

It appears that the Earl of Strathmore had granted an annuity of 1,307*l*. 10*s*. to P. Braham, who in 1814 filed the original bill in the suit on behalf of himself and all other the annuitant creditors of the said Earl of Strathmore. The bill prayed, among other things, for payment of the arrears of the plaintiff's annuity, and for the appointment of a receiver. Several annuities were proved in the Master's office, amounting to 7,732*l*. and several receivers were appointed. By indentures of lease and release, bearing date respectively the 22nd and 23rd Dec. 1823, and the 29th Feb. and 1st March, 1824, the estates charged with the annuities were conveyed to trustees upon trust to receive the rents and to apply them for the purposes therein mentioned. The estates now in the possession of the receivers, after keeping down the several annuities, produced a surplus of 2,500*l*. per annum, and no arrears were now due upon the annuities. It was, moreover, suggested that a great expense was occasioned under the receiver in granting leases, and in other matters connected with the duties of a receiver, and that it did not follow as a matter of course that the Court would continue the order for a receiver so long as the annuity remained charged upon the estate.

Bethel and *Lovat*, in support of the motion, cited *Jenkins* v. *Miford* (1 Jac. & W. 629); *Cooke* v. *Wiggins* (10 Ves. 191); *Sankey* v. *O'Maley* (2 Mol. 491).

Lowndes and *Goldsmid*, on the other side, contended, that the bare circumstance of the annuity not having fallen into arrear since the appointment of the receiver sufficiently proved that his appointment was rather beneficial than otherwise, and that there existed no proof that, during the continuance of the receiver, a greater expense in granting leases had been incurred than if he had not been appointed.

Stuart, for other defendants.

His Honour the Vice-Chancellor stated that he considered that the question was one only for the discretion of the Court, and that, so far as he could recollect, it was the only instance which had occurred before him wherein an estate, unable to pay interest at first, grew up into a state of solvency, and paid full interest at last. But that in this case, either by reason of the improvement of rents, or from some other causes, it appeared that the rental amounted to at least 10,000*l*. a year. His Honour moreover remarked, that the annuitants contended that it would be necessary for them to obtain the consent of all parties to the leases, which he conceived would only perhaps be a shifting in form, which would occasion the leases to be settled in the usual manner by the concurrence of all parties out of the Master's office; but it seemed to him that, subject to the offers made by the trustees to pay the annuitants, there was no ground of objection why the application for discharging the order should not be granted; and that if any prejudice should occur (which did not seem likely), it would be competent to the parties so injured to apply to the Court for redress.

Saturday, July 27.

Jones *v.* Griffith.

Practice—Evidence—Bill and answer.

Where a cause comes to a hearing upon bill and answer only, the plaintiff not having filed his replication, it is not the practice of the Court to travel out of the answer for proof of the plaintiff's case; therefore, where the defendant in his answer neither admitted nor denied a bond upon which the plaintiffs founded their suit, and the answer was not replied to, the Court refused to suffer the bond to be proved by affidavit, notwithstanding the 43rd order, 26th Aug. 1841.

The question arose out of a creditor's suit by the representatives of a bond creditor against the devisees and heir-at-law of a testator and other persons interested in the estate. The bill was filed for the purpose of enforcing payment of the plaintiffs' claim out of the real and personal estate of the testator. The heir-at-law filed his answer, wherein he disputed the

testator's will, and stated that he did not know, and had not been informed, except by the bill, and could not set forth as to his belief or otherwise, whether the testator was indebted in the sum mentioned in the bill, nor whether the testator executed the bond so alleged by the plaintiffs to have been executed by him. The plaintiffs did not file a replication to this answer, but set down the cause upon bill and answer only. The plaintiffs then, under the 43rd order of August 1841 (which directs that in cases in which any exhibit may by the present practice of the Courts be proved *vivâ voce* at the hearing of a cause, the same may be proved by the affidavit of the witness who would be competent to prove the same *vivâ voce* at the hearing), having obtained and served an order for that purpose upon the defendants, proved their bond by affidavit. The cause now came on for hearing.

Bethel and *Nevinson* appeared for the heir-at-law, and contended that the plaintiffs, not having replied to the defendants' answer, were not in a position to prove the bond by affidavit under the above order.

Wakefield and *Anstey*, for the plaintiffs, referred to the case of *Rowland* v. *Sturgis* (2 Hare, 520), and stated that the practice as therein laid down had been recognized and followed in the Court of Chancery in Ireland.

Glasse, *Leach*, *Goldsmith*, and *L. Oliver* appeared for the other parties.

The VICE-CHANCELLOR said that whatever might be the practice existing in Ireland, such a proceeding as that alluded to was certainly not the practice in this country, and that he would not allow the bond to be proved; for that where the plaintiff has not replied, the Court cannot look out of the defendant's answer.

The bill as against the heir-at-law dismissed with costs.

CENTRAL CRIMINAL COURT.

AUGUST SESSIONS.

Thursday, Aug. 22.

REG. v. WATTS and OTHERS.

Where a prisoner is about to make a confession to a policeman, he ought not to be cautioned by the latter as to the consequence of his so doing.

The prisoners were indicted for rape, and in the course of the case, a policeman was called to prove the apprehension of one of them, and also a statement which he then made.

Charnock, for the prisoner, inquired of the policeman whether the man had been previously cautioned by him.

GURNEY, B.—I think it right to say it is not the business of police-officers to caution persons in their custody, and who are about to make statements, not to do so. Their duty is to abstain from inducing them to make them. It is indeed a most miserable affectation of candour to say—"Pray, Sir, do not make any observations, as they may possibly be used hereafter against you?" It is a very absurd thing, and has the effect of interfering seriously with justice, and preventing the detection of criminals. Some of the most learned judges on the bench are, I know, of the same opinion.

SEPTEMBER SESSIONS.

Wednesday, Sept. 18.

REG. v. PARKER and JACOBS.

Quære, whether a witness is bound to answer a question that has a tendency to degrade him?

The prisoners were indicted for burglary, and in the course of the proceedings,

Paine, for the defence, asked a witness, in cross-examination, whether he had not been charged with a crime and imprisoned two years?

CRESSWELL, J. thought that the witness was not bound to answer the question.

Paine submitted that the prisoner was merely privileged from answering where the answer might subject him to punishment. Here the interrogation involved the supposition that he had suffered the penalty of the offence. He quoted Archbold, 7th ed. 143. There, in two cases (*R.* v. *Holding* and *R.* v. *Slaney*), the latter reported in 5 C. & P. 213, it was laid down, in the one, that any thing tending to *criminate* the witness, in the other, that whatever might subject him to *future punishment*, he was not bound to admit, but that all other questions must be answered.

CRESSWELL, J.—The matter itself is of an infamous nature to which you seek a reply. If so, he is not bound to answer, though you may put the question. His lordship quoted from the last edition of Russell on Crimes, an opinion to that effect given by C. J. Treby. Afterwards, in summing up, the learned judge remarked:—"I think it is desirable that some uniform rule of practice should be laid down by the judges on this point, since there are so many contradictory dicta respecting it; and if the question had been a very material one in this case, I should have desired it to be more fully argued before I decided. It is certainly a matter that requires very serious consideration."

THE LEGISLATOR.

Summary.

We give to-day the proposed Medical Reform Bill almost *verbatim*. It is exciting considerable attention amongst the Medical Profession, and public meetings have been held on the subject in London, Birmingham, and other large towns. The statutes of last session continue to occupy much space, as we are desirous of bringing them to a conclusion before the end of the vacation.

Bills in Progress.

MEDICAL PRACTICE.

[Note.—The words printed in *italics* are proposed to be inserted in the committee.]

The preamble recites that it is for the good of all her Majesty's subjects that the knowledge of physic and surgery should be promoted, and that means should be afforded whereby those who have been examined and found skilful by competent authority may be known from ignorant and unskilful pretenders to the same knowledge; and then repeals the following statutes:—3 Hen. 8, c. 11; 5 Hen. 8, c. 6; 14 & 15 Hen. 8, c. 5; 32 Hen. 8, c. 40; 32 Hen. 8, c. 42; 34 & 35 Hen. 8, c. 8; 1 Mary, Sess. 2, c. 9; 6 & 7 Wm. 3, c. 4; 10 Geo. 1, c. 20; and parts of the following:—18 Geo. 2, c. 15; 55 Geo. 3, c. 194; 6 Geo. 4, c. 50, s. 2; and also so much of any Act or charter granted before the *passing of this Act* as prohibits any person from practising physic or surgery in any place without such license as is mentioned in such Act or charter respectively, or as imposes any restriction on the practice of physic or surgery other than is contained in this Act, shall be repealed and annulled.

2. *Council of health and medical education.*—And be it enacted, That a council shall be established, which shall be styled "The Council of Health and Medical Education;" and that one of her Majesty's principal Secretaries of State shall be a member of the said council, in right of his office as Secretary of State; and that the Regius Professor of Medicine in the University of Oxford, the Regius Professor of Physic in the University of Cambridge, the Regius Professor of Physic in the University of Dublin, the Regius Professor of Clinical Surgery in the University of Edinburgh, and the Regius Professor of Surgery in the University of Glasgow, shall be members of the said council in right of their several professorships; and that the other members of the said council shall be *one* physician and *one* surgeon, to be chosen by the Colleges of Physicians and Surgeons of England respectively; *one* physician and *one* surgeon to be chosen by the Colleges of Physicians and Surgeons of Scotland respectively; *one* physician and *one* surgeon to be chosen by the Colleges of Physicians and Surgeons of Ireland respectively; and *six* other persons whom her Majesty, with the advice of her Privy Council, shall deem fit to be members of the said council.

3. *Appointment of first council.*—Provided always, and be it enacted, That it shall be lawful for her Majesty, with the advice of her Privy Council, to appoint all the members of the first council of health and medical education, other than those who will be members thereof in right of their several offices; and that at the end of the *third* and each of the *two* next following years after the first constitution of the said council, *one* physician and *one* surgeon of those first appointed on behalf of the said several colleges of physicians and surgeons, shall go out of office, in such order as her Majesty, with the advice of her Privy Council, shall direct.

4. *Tenure of office by official members and nominees of the Crown.*—And be it enacted, That those members of the said council who are members in right of their several offices shall continue to be members thereof so long as they hold the same offices respectively, and no longer, and the *six* members of the said council, appointed as aforesaid by her Majesty with the advice of her Privy Council, shall continue to be members of the said council during her Majesty's pleasure, and upon every vacancy among the last-mentioned members of the said council, and their successors, it shall be lawful for her Majesty, with the advice of her Privy Council, to appoint another fit person to be a member of the said council during her Majesty's pleasure.

5. *Tenure of office by members chosen by the colleges.*—And be it enacted, That upon every vacancy among the members of the said council appointed on behalf of the said several colleges of physicians or surgeons, and their successors, the Royal College of Physicians or Surgeons of England, Scotland or Ireland, as the case may be, shall appoint another physician or surgeon as the case may be, to supply such vacancy, subject to the approval of her Majesty; and every member of the council so chosen shall be entitled to be a member of the said council for *three* years, and shall then go out of office, but may forthwith be re-chosen, subject to her Majesty's approval: Provided always, That no president, vice-president or examiner of any of the said colleges shall be qualified to be so appointed.

By sect. 6 the details of election are to be settled by the several colleges.

By sect. 7 any member may at any time resign his office, or her Majesty at any time, with the advice of her Privy Council, may dismiss any such member of the said council for notorious misbehaviour or unfitness, and upon any vacancy in the said council by death, resignation or dismissal, another member of the council shall be appointed in the same manner and for the same term as the member by whom the vacancy shall have been made.

Sect. 8 provides for the appointment of secretaries, clerks, and messengers.

Sect. 9 provides for the payment of salaries and expenses to the members of the said council, and to the said secretaries, clerks, and messengers.

By sect. 10 the said Secretary of State is to be president of the said council, with power to nominate one of the members of the council appointed as aforesaid vice-president, and in the absence of the president and vice-president, some other member to be chosen by the council from the members then present may act as president.

Sect. 11 regulates the time and place of meeting, and constitutes *seven* a quorum.

Sect. 12 requires minutes of proceedings to be kept, which are to be at all reasonable times open to the inspection of any person or committee appointed for the purpose of inspecting them by any of the said universities or colleges.

13. *Register to be kept and published.*—That a register shall be kept and published from time to time, under the direction of the said council, of all persons who shall have been examined, and shall have received, and shall exhibit before the said council letters testimonial as hereinafter mentioned of their qualification to practise as a physician, or as a surgeon, or as a licentiate in medicine and surgery; for which registry the council shall be entitled to have from the person requiring to be registered a fee of five pounds in the case of a physician or surgeon, and a fee of *two* pounds in the case of a licentiate, which fees shall be applied toward defraying the expenses of this Act; and every person whose name shall be so registered, who shall be desirous that his name shall be continued in the published register, shall in the month of January in every year send to the said council his name and place of abode, with the date of his testimonials, and the council shall verify the returns so made to them by comparison with the register kept by them, and shall forthwith cause the names of all persons duly registered and so returned to them to be published in alphabetical order in their several classes, with their several places of abode, and dates of their testimonials.

14. *Licentiates in medicine and surgery.*—And be it enacted, That no person, except such graduates in medicine and such other legal practitioners as are hereinafter mentioned, shall be entitled to be registered by the council as a licentiate in medicine and surgery unless he shall have attained the age of twenty-one years, and shall have been examined by the colleges hereinafter named; (that is to say) if in England, examined by the Royal College of Physicians of England, assisted by the Court of Examiners of the Apothecaries' Company, and also examined by the Royal College of Surgeons of England; and if in Scotland, examined by the Royal Colleges of Physicians and Surgeons of Scotland; and if in Ireland, examined by the Royal Colleges of Physicians and Surgeons in Ireland; and in every case shall have received letters testimonial from each of the bodies by which he shall have been examined, of his being duly qualified to practise as such licentiate.

15. *Surgeons.*—And be it enacted, That no person, except such legal practitioners as are hereinafter mentioned, shall be entitled to be registered by the council as a surgeon unless he shall have attained the age of *twenty-five* years, and shall have been examined by one of the Royal Colleges of Surgeons of England, Scotland, or Ireland, or the Royal College of Physicians and Surgeons of Glasgow, after such proof as shall be satisfactory to the examining college that he has applied himself to surgical studies during at least *five years*, and shall have received letters testimonial from the examining college of his being duly qualified to practise as a surgeon.

16. *Physicians.*—And be it enacted, That no person except such legal practitioners as are hereinafter mentioned, shall be entitled to be registered by the council as a physician unless he shall have attained the age of *twenty-six* years, and shall have graduated in medicine in some university of the United Kingdom of Great Britain and Ireland, or, subject to the restriction hereinafter contained, in some foreign university, and shall also have been examined by one of the Royal Colleges of Physicians of England, Scotland, or Ireland, or by the Royal College of Physicians and Surgeons of Glasgow, after such proof as shall be satisfactory to the examining college that he has applied himself to medical studies during at least *five years*, or if he is not a graduate in medicine of any such university, unless he shall have attained the age of *forty years*, and shall have been examined by the Royal College

of Physicians of England; and in each case shall have received letters testimonial from the examining college of his being duly qualified to practise as a physician; and no person shall be entitled to be received for examination for the purpose of being so registered as a physician upon a foreign degree in medicine, unless the Royal College of Physicians of England, Scotland, or Ireland shall give him a special certificate, to be laid before and approved by the Council of Health and Medical Education, that they have made inquiry into the manner in which such degree was conferred, and have ascertained that it has been granted after residence within the precincts of the same university during at least *one year*, and after due examination and upon satisfactory certificates of previous study.

17. *Physicians and surgeons may be registered on double testimonials.*—And be it enacted, That it shall be lawful for the same person, if possessed of the necessary testimonials, to be registered as both physician and surgeon, and for a registered physician, or a person applying to be registered as a physician, to offer himself for examination as a licentiate in surgery by one of the said Royal Colleges of surgeons, and for a registered surgeon, or a person applying to be registered as a surgeon, to offer himself for examination as a licentiate in medicine by one of the said Royal Colleges of Physicians, assisted in England by the Court of Examiners of the Apothecaries' Company; and every such physician or surgeon shall be entitled to be also registered upon the testimonials granted to him upon such additional examination, in such form and manner as shall be determined by the said council.

18. *Physicians and surgeons to belong to a royal college of the country in which they practise.*—And be it enacted, That every person registered after examination as a physician or surgeon under this Act, shall be admitted as an associate of the Royal College of Physicians, or as a fellow of the Royal College of Surgeons from which he shall have received his letters testimonial as physician or surgeon, or if he shall have received the said testimonials from the Royal College of Physicians and Surgeons of Glasgow, then as a fellow of the last-mentioned royal college; and every such physician and surgeon who shall afterwards remove from that part of the United Kingdom in which he obtained his letters testimonial, shall be required, if he shall practise as a physician or surgeon in any other part of the said United Kingdom, to enroll himself as an associate of the Royal College of Physicians, or as a fellow of the Royal College of Surgeons, of that part of the United Kingdom to which he shall so remove, for the purpose of practising there, according to the nature of his testimonials, and in each case shall be entitled to be so admitted without further examination, and on payment of the like fees of admission, and on complying with the same conditions as are required of other persons who have passed their examinations for the purpose of being admitted associates or fellows of the said colleges respectively.

19. *Qualifications and fees.*—And be it enacted, That the said several colleges shall, from time to time, when required by the said council, prepare and lay before the said council a scheme or schemes of the course of study and particulars of the examination to be gone through by all persons applying to such colleges respectively for letters testimonial as physician, or surgeon, or licentiate, and of the fees to be taken for examination and admission into the said several colleges respectively; and the said council shall be empowered to make from time to time such changes in any of the schemes so laid before them as to the said council shall seem expedient; and the said council shall endeavour to procure, as far as is practicable and convenient, that the qualifications and fees for the said testimonials shall be uniform, according to the nature thereof throughout the said United Kingdom.

20. *Restriction on medical degrees.*—And be it enacted, That after the *passing of this Act* it shall not be lawful for any university of the said United Kingdom to confer any degree in the faculty of medicine upon any person, unless he shall have been matriculated in the same university, and shall have duly attended the courses of public lectures prescribed by the same university to students in medicine within the precincts of the same university, or of some medical school recognized by and in connexion with the same university, during at least *two* years next before the granting of such degree, and shall have been examined at some time before granting such degree by the proper examiners of such university, and found by them to possess competent skill and knowledge of medicine, and of the sciences connected therewith, and of the English and Latin languages at least; and every diploma or certificate of a medical degree granted by any such university after the *passing of this Act*, shall set forth distinctly the time which has elapsed since the matriculation of the person to whom such degree shall be granted, and the time during which, and place at which he shall have actually studied as aforesaid, and the fact that he has passed such examination as last aforesaid.

21. *Declaration concerning bachelors of medicine at the age of twenty-two.*—And be it declared and enacted, That it shall be lawful for any university of the said United Kingdom to grant the degree of bachelor in the faculty of medicine, subject to the restrictions hereinbefore contained concerning medical degrees, to any student of the same university who shall have attained the age of *twenty-two* years; and that every such graduate in the faculty of medicine, being also examined and having received letters testimonial of his qualification in the manner hereinbefore prescribed in the case of licentiates in medicine and surgery, or examined and furnished with the like letters testimonial by the Royal College of Physicians and Surgeons of Glasgow, if the said degree shall have been granted by the University of Glasgow, shall be entitled to be registered by the said Council of Health and Medical Education as a licentiate in medicine and surgery, subject to such general regulations as shall be made by the said council concerning the registry of licentiates.

22. *Restriction on bye-laws.*—And be it enacted, That no bye-law to be made by any of the Royal Colleges of Physicians or Surgeons of England, Scotland, or Ireland respectively, or by the Royal College of Physicians and Surgeons of Glasgow, shall be of any force until a copy thereof, sealed with the seal of the same college, shall have been laid before and approved by the said Council of Health and Medical Education.

23. *Registry of students.*—And be it enacted, That it shall be lawful for the said council to make regulations for ensuring the registry of all medical and surgical students by the proper officers of the several hospitals or medical or surgical schools at which they shall study, and to authorize such officers to take a fee for such registration, not being more in each case than *ten shillings*, and for requiring all such fees to be remitted to the secretary of the said council, and returns to be made to them of the registration of all such students, in such manner and form as the council shall think fit; and no hospital or medical or surgical school shall be recognized by any of the said colleges, which shall neglect or refuse to give due effect to such regulations, after notice of such neglect or refusal shall have been sent by the said council to the said colleges, until the default of such hospital or medical or surgical school be amended to the satisfaction of the said council, and all such fees shall be applied toward the expenses of this Act.

24. *Constitution of the examining bodies.*—And be it enacted, That where by this Act it is provided that the concurrence of more than one body is required for qualifying any person to be registered by the said council, the examination before such bodies for his degree or letters testimonial, or both, may be conducted either separately before examiners appointed by each body, or before a joint board of examiners, to be appointed by each body separately or conjointly, who shall be appointed in such number, manner, and form, and shall hold their examinations at such times and places as such bodies shall, with the approval of the said council, agree from time to time among themselves, or as shall be determined by the said council with respect to any point in which they shall not be agreed; and where there shall be separate examinations before examiners appointed by each body, the subjects and fees of examination shall be divided among such bodies as they shall from time to time agree among themselves, or as the said council from time to time shall determine with respect to any subject on which they shall not be agreed.

25. *For securing efficiency of examination.*—And be it enacted, That the said council may from time to time require returns to be made in such form, and including such particulars, as they shall think fit, respecting the examinations to be conducted as aforesaid, and it shall be lawful for any secretary of the said council, deputed by the council for that purpose, or for any member of the said council, to be present at any of the said examinations; and if the council shall be of opinion that the regulations prescribed by them for the examination and grant of letters testimonial as physician, surgeon, or licentiate, have been infringed, evaded, or neglected by any of the said examining bodies, it shall be lawful for the said council to refuse to register upon the testimonials of the body so in default, until the same be amended to the satisfaction of the said council.

26. *None but those registered to be appointed to public situations.*—And be it enacted, That, subject to the reservations hereinafter contained, no person after the *passing of this Act* who is not registered by the said council shall be appointed to any medical or surgical office in any public hospital, prison, infirmary, dispensary, workhouse, or other public institution in the said United Kingdom, or to any medical or surgical office in her Majesty's Army or Navy, or in the service of the Honourable East India Company, except in India, natives of India duly qualified according to such laws or regulations as are or shall be made in that behalf by the Governor-General in Council; and wherever by law it is provided that any act shall be done by a physician or surgeon, or medical or surgical practitioner, by whatever name or title he is called, such provision shall be construed, after the *passing of this Act*, to mean a person qualified to be appointed to such medical or surgical offices as aforesaid; and the council of health shall be empowered from time to time to make regulations for specifying what institutions are to be considered public institutions within the meaning of this Act, and which form of testimonial shall be necessary to qualify the holder thereof for every such situation.

27. *Privileges of persons registered.*—And be it enacted, That all persons who are registered by the said council as physicians, surgeons, or licentiates, shall be exempt while practising as such from being summoned or serving on all juries and inquests whatsoever, and from serving all corporate, parochial, ward, hundred and township offices, but, subject to the reservations hereinafter contained, no person shall be entitled to such exemption, on the ground of his practising medicine or surgery, who is not so registered, nor shall the certificate of any such unregistered person, given after the *passing of this Act*, be received as the certificate of a medical or surgical practitioner in any court of law, or in any case in which by law the certificate of a medical or surgical practitioner is required.

28. *Persons now practising may be registered.*—Provided always, and be it enacted, That it shall be lawful for the said council, on the application, within *twelve* calendar months after the *passing of this Act*, of any person legally practising as a physician, surgeon, or apothecary, at the time of the *passing of this Act*, in any part of the United Kingdom of Great Britain and Ireland, or on the application within *two* years of any person so legally practising in any of her Majesty's colonies and foreign possessions, to cause the name of such person to be registered as a physician, surgeon, or licentiate in medicine and surgery, as the case may be, on production to the said council of his diploma, license, or certificate, or such other proof as shall be satisfactory to the said council, that at the time of the *passing of this Act* he was legally entitled to practise as a physician, surgeon, or apothecary, as the case may be, in some part of the said United Kingdom, and on payment of a fee of *two pounds* in the case of fellows or associates of the said colleges of physicians and surgeons respectively, and of *five shillings* in every other case, which fees shall be applied toward the expenses of this Act; and during the said period of *twelve* calendar months every person legally practising as a physician, surgeon, or apothecary at the time of the *passing of this Act* in the said United Kingdom, and during the said period of *two* years, every person so legally practising in any of her Majesty's colonies and foreign possessions, although not registered, shall continue to enjoy the same privileges and exemptions, and be qualified to be appointed to the same offices, and to practise in the same manner as if this Act had not been passed, and no farther or otherwise, unless registered under this Act.

29. *Penalty on unqualified persons for practising in public offices.*—And be it enacted, That every person appointed after the *passing of this Act* to any medical or surgical office for which he is not qualified according to the provisions of this Act and the regulations of the said council, and who shall act or practise in such office, shall for every such offence forfeit the sum of *twenty pounds*, to be recovered by action of debt or information to be brought in any of her Majesty's Courts of Record at Westminster, or in the Court of Exchequer in Scotland, or in Dublin, within *six calendar months* next after the commission of the offence, and to be recovered in the name of her Majesty's Attorney-General in England or Ireland, or of the Lord Advocate in Scotland.

30. *None but registered persons or those already practising may recover charges.*—And be it enacted, That after the *passing of this Act*, no person shall be entitled to recover any charge in any court of law for any medical or surgical advice, attendance, or operation, or for any medicine prescribed or administered, unless he shall prove upon the trial either that he is registered under this Act, or that he was legally practising in the capacity in which he claims such charge before the passing of this Act.

31. *Penalty for falsely pretending to be on the register.*—And be it enacted, That every unregistered person who shall wilfully and falsely pretend to be, or take or use any name or title implying that he is registered under this Act, shall be deemed guilty of a misdemeanor in England and Ireland, and in Scotland of a crime and offence, and being convicted thereof, shall be punished by fine or imprisonment, or both, as the court before which he shall be convicted shall award.

32. *Act may be amended or repealed.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this session of Parliament.

NEW STATUTES.

Of the Session 8 Victoria.

(Continued from page [illegible].)

CAP. [illegible]

An Act for amending an Act passed in the Fourth Year of the Reign of his late Majesty, intituled "An Act for the better Administration of Justice

in his Majesty's Privy Council;" and to extend its Jurisdiction and Powers. (August 6, 1844.)

We give the statute entire.

3 & 4 Wm. 4, c. 41; 5 & 6 Wm. 4, c. 83. *Her Majesty, by Order in Council, may provide for the admission of an appeal from any colony, although there shall not be a court of error or of appeal in such colony; and may revoke such orders. Orders may be either general or special. General orders to be published. Nothing herein to affect the present powers for regulating appeals from the colonies.*—Whereas the Act passed in the fourth year of the reign of his late Majesty, intituled "An Act for the better Administration of Justice in his Majesty's Privy Council," hath been found beneficial to the due administration of justice: and whereas another Act, passed in the sixth year of the said reign, intituled "An Act to amend the Law touching Letters Patent for Inventions," hath been also found advantageous to inventors and to the public: and whereas the Judicial Committee acting under the authority of the said Acts hath been found to answer well the purposes for which it was so established by Parliament, but it is found necessary to improve its proceedings in some respects, for the better despatch of business, and expedient also to extend its jurisdiction and powers: and whereas by the laws now in force in certain of her Majesty's colonies and possessions abroad no appeals can be brought to her Majesty in Council for the reversal of the judgments, sentences, decrees, and orders of any courts of justice within such colonies, save only of the courts of error or courts of appeal within the same, and it is expedient that her Majesty in Council should be authorized to provide for the admission of appeals from other courts of justice within such colonies or possessions: be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That it shall be competent to her Majesty, by any order or orders to be from time to time for that purpose made with the advice of her Privy Council, to provide for the admission of any appeal or appeals to her Majesty in Council from any judgments, sentences, decrees, or orders of any court of justice within any British colony or possession abroad, although such court shall not be a court of errors or a court of appeal within such colony or possession; and it shall also be competent to her Majesty, by any such order or orders as aforesaid, to make all such provisions as to her Majesty in Council shall seem meet for the instituting and prosecuting any such appeals, and for carrying into effect any such decisions or sentences as her Majesty in Council shall pronounce thereon: Provided always, that it shall be competent to her Majesty in Council to revoke, alter, and amend any such order or orders as aforesaid as to her Majesty in Council shall seem meet: provided also, that any such order as aforesaid may be either general and extending to all appeals to be brought from any such court of justice as aforesaid, or special and extending only to any appeal to be brought in any particular case: provided also, that every such general Order in Council as aforesaid shall be published in the *London Gazette* within one calendar month next after the making thereof: provided also, that nothing herein contained shall be construed to extend to take away or diminish any power now by law vested in her Majesty for regulating appeals to her Majesty in Council from the judgments, sentences, decrees, or orders of any courts of justice within any of her Majesty's colonies or possessions abroad.

2. *On petition her Majesty may grant an extension of patent term in certain cases.*—And whereas it is expedient, for the further encouragement of inventions in the useful arts, to enable the time of monopoly in patents to be extended in cases in which it can be satisfactorily shewn that the expense of the invention hath been greater than the time now limited by law will suffice to reimburse; be it enacted, That if any person, having obtained a patent for any invention, shall before the expiration thereof present a petition to her Majesty in council, setting forth that he has been unable to obtain a due remuneration for his expense and labour in perfecting such invention, and that an exclusive right of using and vending the same for the further period of seven years, in addition to the term in such patent mentioned, will not suffice for his reimbursement and remuneration, then, if the matter of such petition shall be by her Majesty referred to the Judicial Committee of the Privy Council, the said committee shall proceed to consider the same after the manner and in the usual course of its proceedings touching patents, and if the said committee shall be of opinion, and shall so report to her Majesty, that a further period greater than seven years' extension of the said patent term ought to be granted to the petitioner, it shall be lawful for her Majesty, if she shall so think fit, to grant an extension thereof for any time not exceeding fourteen years, in like manner and subject to the same rules as the extension for a term not exceeding seven years is now granted under the powers of the said Act of the sixth year of the reign of his late Majesty.

3. *Her Majesty may grant extension for a lesser term than that prayed.*—Provided always, and be it enacted, That nothing herein contained shall prevent the said Judicial Committee from reporting that an extension for any period not exceeding seven years should be granted, or prevent her Majesty from granting an extension for such lesser term than the petition shall have prayed.

4. *As to extension of term where patentees have assigned their patent rights.*—And whereas doubts have arisen touching the power given by the said recited Act of the sixth year of the reign of his late Majesty in cases where the patentees have wholly or in part assigned their right; be it enacted, That it shall be lawful for her Majesty, on the report of the Judicial Committee, to grant such extension as is authorized by the said Act and by this Act, either to an assignee or assignees or to the original patentee or patentees, or to an assignee or assignees and original patentee or patentees conjointly.

5. *Disclaimer and memorandum of alteration under 5 & 6 Wm. 4, c. 83, may be made notwithstanding original patentee may have assigned his patent right.*—And be it enacted, That in case the original patentee or patentees hath or have parted with his or their whole or any part of his or their interest by assignment to any other person or persons, it shall be lawful for such patentee, together with such assignee or assignees if part only hath been assigned, and for the assignee or assignees if the whole hath been assigned, to enter a disclaimer and memorandum of alteration under the powers of the said recited Act; and such disclaimer and memorandum of such alteration, having been so entered and filed as in the said recited Act mentioned, shall be valid and effectual in favour of any person or persons in whom the rights under the said letters patent may then be or thereafter become legally vested; and no objection shall be made in any proceeding whatsoever on the ground that the party making such disclaimer or memorandum of such alteration had not sufficient authority in that behalf.

6. *Disclaimer and memorandum of alteration already made to be deemed valid.*—And be it enacted, That any disclaimer or memorandum of alteration before the passing of this Act, or by virtue of the said recited Act, by such patentee with such assignee or by such assignee as aforesaid, shall be valid and effectual to bind any person or persons in whom the said letters patent might then be or have since become vested; and no objection shall be made in any proceeding whatsoever that the party making such disclaimer or memorandum of alteration had not authority in that behalf.

7. *New letters patent granted under 5 & 6 Wm. 4, to assignees before passing of this Act declared valid. Proviso.*—And be it enacted, That any new letters patent which before the passing of this Act may have been granted, under the provisions of the above-recited Act of the sixth year of the reign of his late Majesty, to an assignee or assignees, shall be as valid and effectual as if the said letters patent had been made after the passing of this Act, and the title of any party to such new letters patent shall not be invalidated by reason of the same having been granted to an assignee or assignees: Provided always, that nothing herein contained shall give any validity or effect to any letters patent heretofore granted to any assignee or assignees where any action or proceeding in *scire facias* or suit in equity shall have been commenced at any time before the passing of this Act, wherein the validity of such letters patent shall have been or may be questioned.

8. *Judicial Committee may appoint clerk of Privy Council to take proofs in matters referred to them.*—Provided always, and be it enacted, That in the case of any matter or thing being referred to the Judicial Committee, it shall be lawful for the said committee to appoint one or other of the clerks of the Privy Council to take any formal proofs required to be taken in dealing with the matter or thing so referred, and shall, if they so think fit, proceed upon such clerk's report to them as if such formal proofs had been taken by and before the said Judicial Committee.

9. *Judicial Committee may proceed to hearing of appeals without special order of reference. Proviso.*—And be it enacted, That in case any petition of appeal whatever shall be presented, addressed to her Majesty in Council, and such petition shall be duly lodged with the clerk of the Privy Council, it shall be lawful for the said Judicial Committee to proceed in hearing and reporting upon such appeal, without any special Order in Council referring the same to them, provided that her Majesty in Council shall have, by an Order in Council in the month of November, directed that all appeals shall be referred to the said Judicial Committee on which petitions may be presented to her Majesty in Council during the twelve months next after the making of such order; and that the said Judicial Committee shall proceed to hear and report upon all such appeals in like manner as if each such appeal had been referred to the said Judicial Committee by a special order of her Majesty in Council: Provided always, that it shall be lawful for her Majesty in Council at any time to rescind any general order so made; and in case of such order being so rescinded all petitions of appeal shall in the first instance be preferred to her Majesty in Council, and shall not be proceeded with by the said Judicial Committee without a special order of reference.

10. *Judicial Committee may require notes of evidence taken in the courts of any colony, &c. of the Crown.*—And be it enacted, That it shall be lawful for the said Judicial Committee to make an order or orders on any court in any colony or foreign settlement, or foreign dominion of the Crown, requiring the judge or judges of such court to transmit to the clerk of the Privy Council a copy of the notes of evidence in any cause tried before such court, and of the reasons given by the judge or judges for the judgment pronounced in any case brought by appeal or by writ of error before the said Judicial Committee.

11. *Judicial Committee may make rules to be binding upon such courts requiring judges' notes of evidence, &c.*—And be it enacted, That it shall and may be lawful for the said Judicial Committee to make any general rule or regulation, to be binding upon all courts in the colonies and other foreign settlements of the Crown, requiring the judges' notes of the evidence taken before such Court on any cause appealed, and of the reasons given by the judges of such court, or by any of them, for or against the judgment pronounced by such Court; which notes of evidence and reasons shall by such Court be transmitted to the clerk of the Privy Council within one calendar month next after the leave given by such Court to prosecute any appeal to her Majesty in Council; and such order of the said committee shall be binding upon all judges of such courts in the colonies or foreign settlements of the Crown.

12. *In cases of neglect to comply with Order of Council persons so neglecting may be punished as for contempt.*—And be it enacted, That in all causes of appeal to her Majesty in Council from Ecclesiastical Courts, and from Admiralty or Vice-Admiralty Courts, which are now or may hereafter be depending, in which any person duly monished or cited or requested to comply with any lawful order or decree of her Majesty in Council, or of the Judicial Committee of the Privy Council or their surrogates, made before or after the passing of this Act, shall neglect or refuse to pay obedience to such lawful order or decree, or shall commit any contempt of the process under the seal of her Majesty in ecclesiastical and maritime causes, it shall be lawful for the said Judicial Committee or their surrogates to pronounce such person to be contumacious and in contempt, and, after he or she shall have been so pronounced contumacious and in contempt, to cause process of sequestration to issue under the said seal of her Majesty against the real and personal estate, goods, chattels, and effects, wheresoever lying within the dominions of her Majesty, of the person against or upon whom such order or decree shall have been made, in order to enforce obedience to the same and payment of the expenses attending such sequestration, and all proceedings consequent thereon, and to make such further order in respect of or consequent on such sequestration, and in respect to such real and personal estates, goods, chattels, and effects sequestrated thereby, as may be necessary, or for payment of moneys arising from the same to the person to whom the same may be due, or into the registry of the High Court of Admiralty and Appeals, for the benefit of those who may be ultimately entitled thereto.

13. *Act may be repealed, &c. this session.*—And be it enacted, That this Act may be repealed or amended during this session of Parliament.

CAP. LXX.

An Act for facilitating Arrangements between Debtors and Creditors. (August 6, 1844.)

We gave this statute entire at page 396 of the present volume, and thither the reader is referred.

CAP. LXXI.

An Act for the better Administration of Criminal Justice in Middlesex. (August 6, 1844.)

We give this statute entire:—

Two sessions to be held in every month; quarter sessions.—Whereas it is desirable, for the better administration of criminal justice in the county of Middlesex, that sessions of the peace for the trial of felonies and misdemeanors committed within the said county should be holden more frequently, and that an assistant judge, of competent legal knowledge, should be appointed to preside at such sessions: be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That after the passing of this Act there shall be holden in and for the county of Middlesex two sessions or adjourned sessions of the peace at least in every calendar month, and the first sessions holden in the months of January, April, July, and October respectively shall be the general quarter sessions of the said county.

2. *General sessions.*—And be it enacted, That the second sessions, or the adjourned sessions, holden in the months of February, May, August, and November respectively, and such other sessions as the justices for the county in the first sessions holden in the month

of December assembled shall from time to time appoint, shall be general sessions of the peace; and such general sessions shall have power to try and determine all appeals, and all other powers which now or shall hereafter belong to the general quarter sessions.

3. *Validity of proceedings at general sessions.*—And be it enacted, That all orders heretofore made and all things heretofore done at any general session of the peace for the county of Middlesex shall be as good in law as if made and done at the general quarter sessions of the peace for the said county.

4. *Adjournment of general quarter sessions.*—And be it enacted, That the second sessions holden in the months of January, April, July, and October shall be adjournments of the general quarter sessions.

5. *Sessions may be held notwithstanding the sitting of the Court of Queen's Bench.*—And be it enacted, That after the passing of this Act it shall be lawful to begin and continue, or to continue when begun, any session of the peace for the said county so to be holden as aforesaid, until the business thereof shall be ended, notwithstanding that her Majesty's Court of Queen's Bench may sit at Westminster or elsewhere in the said county before or at the beginning or during the continuance of any such session.

6. *Indictments for misdemeanor not to be traversed without cause shewn.*—And be it enacted, That no person against whom any bill of indictment shall be found for misdemeanor at the Central Criminal Court, or at any session of the peace for the county of Middlesex, shall be entitled to traverse the same to any subsequent sitting of the Court, but the Court shall forthwith proceed to try the same, unless upon good cause to be shewn by the person against whom the same is found, or the prosecutor, and to be allowed by the Court, for the postponement of the trial.

7. *Allowance out of county rates to be made to sheriff, &c. in addition to other emoluments.*—And be it enacted, That the justices of the said county shall cause an account to be taken of the fees received by the sheriff or his deputy for summoning traverse juries during the last three years, and shall be authorized to allow and cause to be paid yearly, for such time as to them shall seem fit, to the said sheriff or his deputy, out of the county rates of the said county, in addition to the other emoluments of his office, any sum not exceeding the average yearly amount of the fees received by him for summoning traverse juries during the said three years.

8. *An assistant judge to be appointed to preside at the sessions in certain cases. Deputy. Nothing herein to interfere with the appointment of the chairman of the court.*—And be it enacted, That it shall be lawful for her Majesty, her heirs and successors, by sign manual, to appoint a person, being a serjeant or barrister-at-law of not less than ten years' standing, and in the commission of the peace for the said county, and qualified by law to act as a justice of the peace, to be the assistant judge of the said court of the sessions of the peace, which said assistant judge shall preside at the hearing of all appeals, and at the trial of all felonies and misdemeanors in the said court, and all matters connected therewith, and shall hold his office during good behaviour; and in case of sickness or unavoidable absence, and on such other occasions as shall be allowed by one of her Majesty's principal secretaries of state, such assistant judge shall be empowered from time to time to appoint a deputy, qualified to be appointed assistant judge, who shall have power to act for him for such time as shall be in each case allowed by the Secretary of State, not being in any case later than the end of the business at the session of the peace then next but one following: provided always, that nothing in this Act contained shall interfere with the appointment of the chairman of the said Court for all purposes except the trials of appeals and of felonies and misdemeanors, and other matters connected therewith, but such appointment shall remain in the said justices as before the passing of this Act; provided also, that the said assistant judge, so long as he shall hold the said office, shall not be eligible to sit in Parliament.

9. *Formation of the Court. Jurisdiction of justices in session to continue.*—And be it enacted, That the presence of another justice of the peace shall not be essential to the formation of the court in those cases in which it is directed by this Act that the assistant judge or his deputy for the time being shall preside; but nothing in this Act contained shall lessen the jurisdiction of the justices at the said sessions.

10. *Salary to assistant judge.*—And be it enacted, That from and after the appointment of such assistant judge as aforesaid there shall be paid out of the consolidated fund of the United Kingdom of Great Britain and Ireland the sum of one thousand two hundred pounds to such assistant judge for a yearly salary, to be paid from time to time quarterly, free and clear from all taxes and deductions whatsoever (except the income tax), on the fifth day of January, the fifth day of April, the fifth day of July, and the tenth day of October, by equal portions, the first payment to be made on the first of such days as shall occur after the appointment of the said assistant judge; and that if any person appointed to such office shall die, or resign the same, the executors or administrators of such person so dying, or the person resigning, shall be entitled to receive such portion of the salary aforesaid as shall have accrued during the time that such person shall have executed such office since the last payment, and that the successor of any such person so dying or resigning shall be entitled to receive such portion of the salary as shall accrue from the day of such death, resignation, or dismissal.

11. *Sessions of the peace for Westminster not to be holden.*—And whereas by an Act passed in the ninth year of the reign of King George the Fourth, intituled "An Act to enable the Justices of the Peace for Westminster to hold their Sessions of the Peace during Term and the sitting of the Court of King's Bench," the sessions of the peace for the said city and liberty are limited to the weeks preceding the holding of each of the quarter or general sessions of the peace for the said county of Middlesex: And whereas by ancient usage and of right the justices of the peace for Middlesex have constantly holden and may hold their sessions of the peace for the said county within the said city and liberty, and the holding of sessions for the city and liberty has become unnecessary; be it enacted, That after the session of the peace which shall be holden in and for the said city and liberty next after the passing of this Act sessions of the peace in and for the said city and liberty shall cease to be holden, and the sessions to be holden in and for the said county of Middlesex shall be holden by adjournment within the said city and liberty, and shall have full jurisdiction over all things cognizable by the sessions for the said city and liberty; and that the inhabitants of the said city and liberty shall not be exempted from serving on juries at the sessions of the peace for the county of Middlesex holden within the said city and liberty.

12. *Officers belonging to the city of Westminster to be compensated while executing their duties.*—And be it enacted, That the persons holding the several offices of high bailiff of Westminster, clerk of the peace, and all other officers of the court of sessions of the peace for the said city and liberty, shall, so long as they shall be entitled to hold their several offices, execute the duties and be entitled to the emoluments within the said city and liberty of the several offices of sheriff, clerk of the peace, and other corresponding officers of the county of Middlesex: provided always, that the records of every session of the peace for the said county holden within the said city and liberty shall be sent, within fourteen days after such session, by the clerk of the peace of the said city and liberty, to the clerk of the peace of the said county, and shall be kept by him with the other records of his office.

13. *Justices for the county to have the sole control over the county rate.* 7 Geo. 4, c. 42.—And whereas by an Act passed in twelfth year of the reign of King George the Second, intituled "An Act for the more easy assessing, levying, and collecting County Rates," it was enacted, that there should be but one rate made and assessed by the justices of the peace of the said county of Middlesex and the said city and liberties of Westminster for the several purposes enumerated in that Act: And whereas by an Act passed in the seventh year of the reign of King George the Fourth, intituled "An Act for building a new Bridewell or House of Correction for the said City and Liberty of Westminster," a house of correction, commonly called the New Bridewell, was built out of moneys charged and assessed upon the county rates, which said bridewell is much larger than is needed for the said city and liberty; but the house of correction for the county of Middlesex is so small that the prisoners therein cannot be properly classified: And whereas inconveniences arise from the present management of the county rate being vested partly in the justices for the said county and partly in the justices for the said city and liberty, and it would be a public advantage if the management of the county rate were solely in the justices of the said county, and if the said New Bridewell were made a house of correction for the whole county, and placed under the control and management of the justices of the said county; be it enacted, That after the passing of this Act the justices for the said city and liberty shall cease to exercise any control over the county rate, and the justices of the said county shall have the sole control and management thereof; and all orders for the payment of any sums of money out of the county rate, in respect of any expenditure within the said city and liberty, shall be made by the justices for the said county upon the county treasurer, in like manner as all other orders are made by them upon him; and the said treasurer shall obey the same, and shall from time to time include the same in his accounts, and the same shall be subject to all the statutes and provisions for the regulation of the rate for the said county, and shall form part of the general expenditure for the said county.

14. *Justices for the county to have the sole control over the court-house for Westminster.*—And be it enacted, That so much of an Act passed in the forty-seventh year of the reign of King George the Third, intituled "An Act to amend Three Acts, of the Eighteenth, Thirty-ninth, and Forty-fourth Years of his present Majesty, for erecting a Court-house for the holding of Sessions of the Peace in the City of Westminster," as enacts that the court-house for the said city of Westminster shall be under the sole direction and management of the justices of the peace for the time being of the city and liberty of Westminster, shall be repealed; and that after the passing of this Act the control and management of the said court-house, and all the powers and provisions respecting the same, in the said Acts vested in the justices for the city and liberty, shall be vested in the justices for the said county of Middlesex, as fully as if they had been named in the said Acts.

15. *Property in the New Bridewell to be vested in the justices of the county.*—And be it enacted, That after the passing of this Act all the powers and property in respect of the said New Bridewell by the before-mentioned Act of the seventh year of the reign of King George the Fourth vested in the justices for the said city and liberty of Westminster, and also all the furniture, goods, and chattels belonging to the said New Bridewell, shall be transferred to and vested in the justices for the said county.

16. *The New Bridewell to be a house of correction for the county generally.* 23 Geo. 2, c. 27.—And be it enacted, That so much of the said Act of the seventh year of the reign of King George the Fourth as enact that no person or persons, other than or beside the justices of the peace for the said city and liberty of Westminster, and also the commissioners for executing an Act passed in the twenty-third year of the reign of his Majesty King George the Second, intituled "An Act for the more easy and speedy Recovery of Small Debts within the City and Liberty of Westminster and that Part of the Duchy of Lancaster which adjoins thereto," shall have power or authority to commit any person or persons to the said New Bridewell or house of correction, or to the custody of the keeper thereof, shall be repealed; and that after the passing of this Act the said New Bridewell shall become and be a house of correction for the county of Middlesex, under the management and control of the justices of the said county; and the justices of the said county, the magistrates of the police courts, the judges of the Central Criminal Court, and all persons having by law the right to commit any offender or offenders to the House of Correction in Cold Bath Fields, or to the gaol of Newgate as the common gaol of London and Middlesex, in execution of their judgments, shall have the like power of committal to the said New Bridewell which they have of committing to the said House of Correction or the said gaol of Newgate: provided always, that nothing in this Act contained shall take away the right of the justices for the city and liberty of Westminster and the said commissioners to commit offenders to the said New Bridewell, or enable any of the aforesaid judges, justices, or other persons to commit thereto any offender for any offence committed within the city of London, or elsewhere than in the county of Middlesex.

17. *Act may be amended this session.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this session of Parliament.

Cap. LXXII.

An Act to clear up Doubts as to the Regulation and Audit of the Accounts of the Customs in New South Wales. (August 6, 1844.)

Cap. LXXIII.

An Act to Reduce, under certain Circumstances, the Duties payable upon Books and Engravings. (August 6, 1844.)

This statute, after reciting the 5 & 6 Vict. c. 47, and the 7 & 8 Vict. c. 12, enacts that her Majesty, by order in Council, may reduce the duties to the amounts named in the schedule, on foreign books and prints in cases in which copyright is allowed to the country of export under 7 & 8 Vict. c. 12, and may reduce the duties on books and prints in favour of countries with which her Majesty has treaties of reciprocity. If any treaty be conditional, the order is to state the fulfilment of the condition.

The 3rd section gives power to her Majesty in Council to revoke any orders; the 4th enacts that orders shall be published in the *Gazette*, and the 5th that they be laid before Parliament.

The schedule is as follows:—That is, the duties on foreign books where there is a reciprocity treaty with the country whence they come are to be—

Books; viz.	s.	d.
Works in the language or languages of the country of export, originally produced therein, or original works of that country in the dead languages, or other works in the dead languages with original commentaries produced in that country . the cwt.	15	0
All other works published in the country of export, if printed prior to the year 1801 the cwt.	20	0
If printed in or since the year 1801 the cwt.	50	0
Prints and drawings, plain or coloured, single . . . . . each	0	½
Ditto . bound or sewn . the dozen	0	1½

CAP. LXXIV.

An Act to explain and amend the Act for the Government of New South Wales and Van Diemen's Land. (August 6, 1844.)

CAP. LXXV.

An Act to defray, until the First Day of August, One Thousand Eight Hundred and Forty-five, the charge of the Pay, Clothing, and Contingent and other Expenses of the Disembodied Militia in Great Britain and Ireland; to grant Allowances in certain cases to Subaltern Officers, Adjutants, Paymasters, Quartermasters, Surgeons, Assistant-Surgeons, Surgeons'-Mates, and Sergeant-Majors of the Militia, and to authorize the employment of Non-Commissioned Officers. (August 6, 1844.)

CAP. LXXVI.

An Act to simplify the Transfer of Property. (August 6, 1844.)

This statute will be found *verbatim* at page 382 of the present volume, its great importance making it necessary to print it out of its proper place. Thither we refer the reader.

CAP. LXXVII.

An Act to amend so much of an Act of the Fifth and Sixth Years of his late Majesty as relates to the Salary of the Clerk of the Crown in Chancery; and to make other Provisions in respect of the said Office. (August 6, 1844.)

This statute, after reciting the 5 & 6 Wm. 4, c. 47, whereby the salary of the Clerk of the Crown in Chancery was fixed at 500*l.* per annum, and that the increased business imposed upon him had rendered such salary an insufficient remuneration, enacts that the future salary shall be 1,000*l.* per annum. The 2nd section gives to the officers of the Crown-office in Chancery such superannuation allowance as the Treasury shall award, payable out of the fee fund.

CAP. LXXVIII.

An Act to continue for One Year an Act of the Second and Third Years of her present Majesty, intituled "An Act to extend and render more effectual for Five Years an Act passed in the Fourth Year of his late Majesty George the Fourth, to amend an Act passed in the Fiftieth Year of his Majesty George the Third, for preventing the administering and taking Unlawful Oaths in Ireland." (August 6, 1844.)

CAP. LXXIX.

An Act to appoint additional Commissioners for executing the Acts for granting a Land-Tax and other Rates and Taxes. (August 6, 1844.)

This statute names a number of new commissioners for every county. It is very long, and needs not to be reprinted here.

CAP. LXXX.

An Act for completing the Guarantee Fund of the South Sea Company, for advancing for the Public Service Part of the unclaimed Stock and Dividends in the Hands of the said Company, and for regulating the Allowance to be paid for the Management of the South Sea Stock Annuities. (August 9, 1844.)

CAP. LXXXI.

An Act for Marriages in Ireland, and for registering such Marriages. (August 9, 1844.)

This is the statute for relieving Presbyterians in Ireland from the disabilities with respect to their marriages which the recent decision of the House of Lords had established. It is very long, consisting of eighty-five sections, and the machinery of registration is resorted to for the purpose by a plan almost exactly like that which regulates the marriages of Dissenters in England. The Act is not of sufficient general interest to justify our devoting to it so large a portion of our space as a reprint of it would occupy.

CAP. LXXXII.

An Act to continue for Five Years so much of an Act of the Second and Third Years of her present Majesty as enables Justices to grant Warrants for entering Places in which Spirits are sold without License in Ireland. (Aug. 9, 1844.)

CAP. LXXXIII.

An Act to amend the Laws relating to Savings Banks, and to the Purchase of Government Annuities through the Medium of Savings Banks. (August 9, 1844.)

We give this statute *verbatim*.

9 Geo. 4, c. 92; 3 & 4 Wm. 4, c. 14. *From and after 20th November, 1844, the interest payable to trustees of savings banks shall be at the rate of 3l. 5s. per cent.*—Whereas it is expedient to amend the laws relating to savings banks, and to make other provisions respecting savings banks, and the purchase of Government annuities through the medium of savings banks: and whereas an Act was passed in the ninth year of the reign of his late Majesty King George the Fourth, intituled "An Act to consolidate and amend the Laws relating to Savings Banks;" and another Act was passed in the third year of the reign of his late Majesty King William the Fourth, intituled "An Act to enable Depositors in Savings Banks and others to purchase Government Annuities through the Medium of Savings Banks, and to amend an Act of the ninth year of his late Majesty to consolidate and amend the Laws relating to Savings Banks:" be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that on the twentieth day of November, one thousand eight hundred and forty-four, the interest payable on the receipts issued to the trustees of savings banks by the commissioners for the reduction of the national debt shall cease, and that from and after the said twentieth day of November all receipts issued prior to that day shall carry interest at the rate of three pounds five shillings per centum per annum; and that from and after the said twentieth day of November, upon the payment of any sum or sums of money into the Banks of England or Ireland, to the account of the said commissioners, by the trustees of any savings bank, it shall be lawful for the officer or officers of the said commissioners in that behalf, and he and they is and are hereby authorized and empowered, to issue, upon every such payment being made, a receipt, signed by one of the cashiers of the Governor and Company of the Banks of England or Ireland respectively, for the amount of such payment, carrying interest at the rate of three pounds five shillings per centum per annum from the day of such payment inclusive, payable, with the principal, at the Banks of England or Ireland respectively, whenever the same shall be required or drawn for in manner directed by the said recited Act; and such receipt shall be dated on the day on which the payment of any such sum or sums of money shall be made respectively; and every such receipt shall be in such form as shall be from time to time directed by the said commissioners; and the principal and interest of all sums mentioned in any receipt shall be charged and chargeable upon, and the same are hereby charged and made payable out of, all or any moneys standing in any account in the names of the said commissioners, or out of any moneys produced by the sale of any stock or annuities, funds, or exchequer bills standing in their names in the books of the Banks of England or Ireland respectively, as the said commissioners shall from time to time direct: Provided always, that no fractional part less than one penny shall be allowed or paid as interest upon the principal sum contained in any receipt issued under the provisions of this Act.

2. *After 20th Nov. 1844 interest to depositors not to exceed 3l. 0s. 10d. per cent.*—And be it enacted, That from and after the twentieth day of November, one thousand eight hundred and forty-four, the interest payable to the depositors by the trustees or managers of any savings banks shall not exceed the rate of three pounds and ten pence per centum per annum.

3. *Depositors on making first deposit to sign a declaration, and a copy thereof to be annexed to deposit book.*—And be it enacted, That from and after the twentieth day of November, one thousand eight hundred and forty-four, it shall not be lawful to receive from any depositor his or her first deposit in any savings bank without requiring him or her to sign the declaration required by the said recited Act, and in the manner therein mentioned, a copy of which declaration, with the penalty attached thereto if false, shall also be annexed to or printed at the beginning of the deposit book.

4. *Punishment of actuary, &c. receiving deposits and not paying over same to managers, &c.*—And be it enacted, That if any actuary, cashier, secretary, officer, or other person holding any situation or appointment in any savings bank, shall receive any sum or sums of money from or on account of any depositor or person desirous of becoming such, or on account of such institution, and shall not, at the next day on which the said institution is opened for the receipt of deposits, or in the case of local receivers acting on behalf of any savings bank, shall not within the time specified in the rules of the said institution, account for and pay over the same to the trustees or managers thereof, or to such person as may be directed by the rules of the institution, such actuary, cashier, secretary, officer, or local receiver, or other person as aforesaid, on being convicted thereof, shall be guilty of a misdemeanor.

5. *Depositor to produce his book at institution.*—And be it enacted, That provision shall be made in the rules of every savings bank that every depositor therein shall, once in every year at least, cause his deposit-book to be produced at the office of the said institution for the purpose of being examined.

6. *Limiting responsibility of trustees and managers.*—And be it enacted, That no trustee or manager of any savings bank shall be liable to make good any deficiency which may hereafter arise in the funds of any savings bank, unless such persons shall have respectively declared, by writing under their hands, and deposited with the Commissioners for the Reduction of the National Debt, that they are willing so to be answerable; and it shall be lawful for each of such persons, or for such persons collectively, to limit his or their responsibility to such sum as shall be specified in any such instrument: provided always that the trustee and manager of any such institution shall be and is hereby declared to be personally responsible and liable for all money actually received by him on account of or to and for the use of such institution, and not paid over or disposed of in the manner directed by the rules of the said institution; and an abstract of the above provisions shall be enrolled as one of the rules of the institution.

7. *Trust accounts. Repayment of trust deposits.*—And be it enacted, That from and after the twentieth day of November, one thousand eight hundred and forty-four, when deposits shall be made by a trustee on behalf of another, the sum shall be invested in the name of such trustee and the name of the person on whose account such sum shall be so deposited; and repayment of the same or any part thereof shall not be made by the trustees or managers of any savings bank without the receipt and receipts of the said trustee and the person on whose account such deposit may have been made, or the survivor or survivors, or the executors or administrators of such survivor, whose receipt and receipts, either in person or by agent appointed by power of attorney, which power of attorney shall be valid if executed by an infant of or exceeding the age of fourteen years, shall alone be a good and valid discharge to the said trustees and managers, except in case of the insanity or imbecility of the party on whose behalf the deposit has been made, upon proof of which to the satisfaction of the said trustees or managers repayment may be made to the said trustee; and an abstract of the above provisions shall be enrolled as one of the rules of the institution: provided always, that nothing herein contained shall extend or be construed to extend to interfere with any trust accounts opened before the passing of this Act.

8. *Annuities not to exceed 30l.; 3 & 4 Wm. 4, c. 14. Annuity may be granted to husband and to wife.*—And be it enacted, That from and after the twentieth day of November, one thousand eight hundred and forty-four, so much of the Act passed in the third and fourth years of the reign of his late Majesty King William the Fourth, intituled "An Act to enable Depositors in Savings Banks and others to purchase Government Annuities through the medium of Savings Banks, and to amend an Act of the Ninth Year of his late Majesty to consolidate and amend the Laws relating to Savings Banks," as provides that no annuity or annuities sold or granted to or possessed by any one individual shall exceed in the whole the sum of twenty pounds nor less than four pounds per annum, shall be and the same is hereby repealed; and from and after the twentieth day of November one thousand eight hundred and forty-four, no annuity or annuities sold or granted to or possessed by any one individual under the said recited Act or this Act shall exceed in the whole the sum of thirty pounds nor less than four pounds per annum: provided also, that nothing in this or the said recited Act contained shall prevent such annuity being sold or granted to or possessed by any married man or woman, although an annuity to the same amount or a less amount may have been sold or granted to or possessed by the wife or husband of such party.

9. *Amount payable on purchase of annuity.*—And be it enacted, That instead of the sums allowed to be charged at the time of purchasing an annuity under this or the said recited Act, and the yearly sum payable during the continuance of the said annuity, the said trustees or managers may at the time of purchasing such annuity charge any sum not exceeding the following; (that is to say) for every annuity under five pounds the sum of five shillings; five pounds and under ten pounds the sum of ten shillings; ten pounds and under fifteen pounds, the sum of fifteen shillings; fifteen pounds and under twenty pounds, the sum of one pound; twenty pounds and under twenty-five pounds, the sum of one pound five shillings; twenty-five pounds and not exceeding thirty pounds, the sum of one pound ten shillings.

10. *Where deposits and interest do not exceed 50l. exclusive of interest, if will, &c. not proved within a month, money may be paid to widow or to party entitled to effects of deceased.*—And be it enacted, That in case any depositor in any savings bank shall die, leaving any sum of money in the said institution belonging to him or her at the time of his or her death, not exceeding in the whole the sum of fifty pounds, exclusive of interest, and probate of the will of the deceased depositor, or letters of administration of his or her estate and effects, are not produced to the trustees or managers of the said institution, or if notice in writing of the existence of a will and inten-

tion to prove the same or to take out letters of administration is not given to the said trustees or managers within the period of one month from the death of the said depositor, and in the latter case unless such will is proved or letters of administration taken out within the period of two months from the death of the said depositor, it shall be lawful for the said trustees or managers to pay and divide the same to or amongst any person or persons who shall appear to such trustees or managers to be the widow, or entitled to the effects of such deceased depositor, according to the Statute of Distribution, or according to the rules of the institution, and the payment of any such sum of money shall be valid and effectual with respect to any demand of any other person or persons as next of kin of such deceased depositor, or as the lawful representative of such depositor, against the funds of such savings bank, or against the trustees and managers thereof; but nevertheless such next of kin or representative shall have remedy for recovery of such money so paid as aforesaid against the person or persons who shall have received the same.

11. *Payment on death of depositor, being illegitimate, and dying intestate.*—And be it enacted, That if any depositor, being illegitimate, shall die intestate, leaving any person or persons who but for the illegitimacy of such depositor and of such person or persons would be entitled to the money due to such deceased depositor, it shall be lawful for the trustees or managers, with the authority in writing of the barrister appointed to certify the rules of savings banks, to pay the money due to such deceased depositor to any one or more of the persons as in their opinion would have been entitled to the same, according to the Statute of Distributions, if the said depositor and such person or persons had been legitimate.

12. *Payment to married women of deposits made by them, when declared to be valid.*—And whereas deposits in savings banks may have been made and may be made by married women, and deposits may have been made and may be made by women who may have afterwards married; be it enacted, That it shall be lawful for the trustees or managers of any savings bank to pay any sum of money in respect of any such deposit to any such woman, unless the husband of such woman shall give to such trustees or managers notice in writing of such marriage, and shall require payment to be made to him.

13. *Time for making out half-yearly receipts and annual statement.*—And be it enacted, That the time for making out and issuing the half-yearly receipts for interest to the several savings banks and friendly societies shall be extended to sixty days from and after the twentieth of May and twentieth of November respectively in each year, and the time for transmitting the annual statement mentioned in the said recited Act shall be extended to nine weeks next after the twentieth day of November in each year.

14. *Settlement of disputes.*—And be it enacted, That if any dispute shall arise between the trustees and managers of any savings bank and any individual depositor therein, or any executor, administrator, next of kin, or creditor, or assignee of depositor, who may become bankrupt or insolvent, or any person claiming to be such executor, administrator, next of kin, creditor, or assignee, or to be entitled to any money deposited in such savings bank, then and in every such case the matter in dispute shall be referred in writing to the barrister-at-law appointed under the said recited Acts, who shall have power to proceed *ex parte* on notice in writing to the said trustees or managers, left or sent by the said barrister to the office of the said institution; and whatever award, order, or determination shall be made by the said barrister shall be binding and conclusive on all parties, and shall be final to all intents and purposes without any appeal; and no submission to, or award, order, or determination of the said barrister shall be subject or liable to be charged with any stamp duty whatever.

15. *On reference, barrister may inspect books and administer oath to witnesses.*—And be it enacted, That on any such reference it shall be lawful for the said barrister and he is hereby authorized to inspect any book or books belonging to the said institution relating to the matter in dispute, and to administer an oath to any witness appearing before him, or to take the affirmation in cases where affirmation is allowed by law instead of oath; and if upon such oath or affirmation any person making the same shall wilfully and corruptly give any false evidence, every person so offending shall be deemed and taken to be guilty of perjury, and shall be prosecuted and punished accordingly.

16. *Bonds given under 9 Geo. 4, c. 92, and 3 & 4 Wm. 4, c. 14, to be sent to Commissioners for Reduction of National Debt. When bonds may be delivered up to be cancelled.*—And be it enacted, That within one month from the passing of this Act the clerk of the peace or town clerk with whom any bond given as security, pursuant to the provisions of either of the said recited Acts, shall have been deposited shall transmit the same to the Commissioners for the Reduction of the National Debt, to be and remain in their custody; and it shall be lawful for the said commissioners, on any application and receipt signed by not less than two trustees and three managers, in such form as the said commissioners shall direct, to deliver up to the trustees of the institution any bond or bonds which may have been or shall hereafter be given by way of security on behalf of such institution, for the purpose of being cancelled.

17. *Treasurer and other officers intrusted with receipt or custody of money, &c. to give security. Security to be given by bond to Comptroller-General. Trustees may sue upon bond. Bond not liable to stamp duty.*—And be it enacted, That every treasurer, actuary, or cashier who shall be intrusted with the receipt or custody of any sum of money subscribed or deposited for the purpose of such institution, or any interest or dividend from time to time accruing therefrom, and every officer or other person receiving any salary or allowance for their services from the funds of any savings bank or Government annuity society (unless he shall have already given good and sufficient security), shall give good and sufficient security, to be approved of by not less than two trustees and three managers of such savings bank or Government annuity society, for the just and faithful execution of such office or trust; and such security when given by an actuary or cashier, or officer or person receiving any salary or allowance for his services as aforesaid, shall be given by bond or bonds with one or more sureties to the Comptroller-General of the National Debt Office for the time being, without fee or reward; and in case of forfeiture it shall be lawful for the trustees or managers for the time being of such institution to sue upon such bond or bonds in the name of such Comptroller-General for the time being, and to carry on such suit at the costs and charges and for the use of the said institution, fully indemnifying and saving harmless such Comptroller-General from all costs and charges in respect of such suit; and no bond to be so given shall be subject to or charged or chargeable with any stamp duty whatever; and such bond shall, when executed, be deposited with the Commissioners for the Reduction of the National Debt.

18. *Repeal of part of 9 Geo. 4, c. 92, as to deposit of rules with clerk of the peace.*—And be it enacted, That so much of the said recited Act as requires that the transcript of the rules of a savings bank or Government annuity society shall be deposited with or filed by the clerk of the peace, and a certificate thereof returned to the institution, and that such transcript shall be laid before the justices at sessions, shall be and the same is hereby repealed.

19. *Two written or printed copies of rules, &c. to be submitted to barrister for his certificate. Barrister to return one copy to institution, and transmit the other copy to commissioners.*—And be it enacted, That two written or printed copies of all rules or alterations of rules made in pursuance of the said recited Acts or this Act, signed by two trustees, with all convenient speed after the same shall be made, altered, or amended, and so from time to time after every making, altering, or amending thereof, shall be submitted to the barrister-at-law appointed under the provisions of the said recited Act, for the purpose of ascertaining whether the said rules or alterations, or amendments thereof, are in conformity to law and with the provisions of the said Acts relating to savings banks or Government annuity society; and that the said barrister shall give a certificate on each of the said written or printed copies that the same are in conformity to law and the provisions of the said last-mentioned Acts, or point out in what part or parts the said rules, alterations, or amendments are repugnant thereto; and that the barrister for perusing the rules or alterations or amendments of the rules of such respective savings bank or Government annuity society, and giving such certificate as aforesaid, shall demand no further fee than specified in the said recited Act; and one of such written or printed copies, when certified by the said barrister, shall be returned to the trustees of the said institution, and the other of such transcripts or printed copies shall be transmitted by such barrister to the Commissioners for the Reduction of the National Debt; and that all rules, alterations, and amendments thereof, from the time when the same shall have been certified by the said barrister, shall be binding on the trustees, managers, and officers of the said institution, and the depositors therein and their representatives; and the copy of such rules deposited with the said commissioners, or a true copy thereof, examined with the original and proved to be a true copy, shall be received as evidence of such rules respectively in all cases, and no *certiorari* shall be brought or allowed to remove any such rules into any of her Majesty's courts of record.

20. *Adaptation of provisions of this Act to the law of Scotland.*—And be it enacted, That where this Act provides for payments made or to be made to any of the relations of any deceased intestate depositor according to the Statute of Distribution, the provisions thereof shall be held to apply to payments made or to be made to persons appearing to be next of kin according to the law of Scotland; and that where this Act refers to probate of the will of the deceased, or letters of administration of his or her estate and effects, the said provisions shall be held to apply to confirmation by the law of Scotland.

21. *Provisions of this Act to apply to purchasers of annuities.*—And be it enacted, That all the provisions of this Act, in as far as the same can or may be applicable, shall apply to the trustees and managers of any Government annuity society, and to the parties purchasing annuities, and to the rules and regulations to be made for carrying the same into effect.

22. *Extent of Act.*—And be it enacted, That this Act shall extend to Great Britain and Ireland, Berwick-upon-Tweed, and the islands of Guernsey, Jersey, and Isle of Man.

23. *Act may be amended, &c. this session.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in this session of Parliament.

STATISTICS OF EMPLOYMENT.

Abstract of Answers and Returns made pursuant to the 3 & 4 Vict. c. 99, and 4 Vict. c. 7, for taking an Account of the Population in England, Wales, and Scotland.—Occupation Abstract, 1841.—Presented to both Houses of Parliament by command of her Majesty.

This is an alphabetical arrangement of all the occupations carried on by the inhabitants of this kingdom, of whatever age or sex, on the 7th of June, 1841, from the personal communications of each individual or head of a family. There are separate returns distinguishing the sex, and whether above or under twenty years of age, for every county in Great Britain, and for all the larger towns, and these are afterwards combined for England and Wales, for Scotland, and for Great Britain generally. The method adopted seems infinitely superior to that used on the occasion of the last census. As the lists of 1831 refer to males only of the age of twenty years and upwards, great care must be observed in using them as a test of the comparative increase of different trades or pursuits in the various localities within the last decennial period. To the return is prefixed a very curious and elaborate preface, stating the reason and nature of the classification adopted, and some of the more prominent and remarkable result deducible from the tables themselves. From the general summary of occupations of persons in Great Britain, including army, navy, merchant seamen, &c. it appears that the whole number of persons employed in occupations in Great Britain is 7,094,186; the number of persons of independent means, *i. e.* who support themselves on their own means without any occupation, 511,440; the number of paupers, in and out door, 137,366, of whom 24,513 males and 22,424 females are under twenty years of age; of beggars, 1,11°. On the whole, including 10,997,865 persons whose occupations are entirely unaccounted for, of which, however, only 2½ per cent. are males above twenty years of age, the grand total of the population of Great Britain is stated at 18,844,434.

For the metropolis the general summary gives as the total of population 1,873,676, of whom 19,400 are paupers and beggars, 1,007,767 unaccounted for, 91,941 returned as of independent means. Some of the more striking returns for the metropolis are under the several heads—"army," 8,043; "aurist," *one*; "author," 163, of whom 15 are ladies; "barrister and conveyancer," 1,437; "boot and shoemaker," 28,574; "clergyman," 834; "coffeehouse-keeper," 708; "courier," 77, two of whom are women; "newspaper editor, proprietor, or reporter," 175; "gardener," 4,785, of whom 167 are women; "ice dealer," 5; "midwife," 127; "navy," 1,023; "nurse," 4,687, of whom 17 are males of 20 years and upwards, 2 are males under 20 years; "oculist," *one*; "domestic servant," 168,701; "tailor and breeches maker," 23,517; "West India merchant," *one*.

It appears that in Great Britain, on the night of the 6th of June, 1841, 22,308 persons slept in barns, tents, pits, and in the open air; 5,016 persons were travelling. The average number of inhabitants to 100 statute acres for England and Wales is 43; for Middlesex and Westmoreland, which are the counties of the highest and lowest averages, the numbers are 873 and 11 respectively. The average annual number of marriages for England and Wales to every 10,000 inhabitants is 78. In Middlesex, which is the most marrying county, it is 93; in Cumberland, which is least so, it is 57. The average of births to every 10,000 for England and Wales is 319; of deaths, 221; of inhabited houses, 1,850. It may be worth noticing that it is in the maritime counties that we find the least comparative mortality.

Few persons are aware of the influence of immigration on the increase of the population of England and Wales. The fact is, the actual is to the natural increase per cent. as 14 to 9 nearly in the ten years 1831—1841, the difference being ascribable to immigration principally, as it seems. The returns also shew curious results with reference to the transfer of the population from one part of England to the other, which appears to be constantly taking place. Of 100 marriages about eight take place with both parties under age. Middlesex, Surrey, and Devonshire are the most prudent counties in this respect, and generally it is remarkable that the agricultural counties

furnish the greatest proportion of early marriages. The number of persons signing the marriage register by marks is considered by the commissioners as a fair criterion of the state of education; if so, Middlesex, Surrey, and Westmoreland are the best educated counties. Westmoreland is considerably the most favourable to infant life of any county in England. Next stands Hampshire, Dorset, Devonshire, and Cornwall; the least favourable is the East Riding of Yorkshire. Classing occupation under the heads of agricultural and commercial (the latter including trade and manufactures), we find the agricultural class forms not quite 8 per cent. of the population, while commercial pursuits employ 16½ per cent. or rather more than double. The greatest difference occurs in Lancashire and Middlesex, in which the commercial class includes respectively 28 and 20 per cent. of the whole population, and the agricultural only 3 and 1 per cent. respectively. The difference is least in Bedford, Dorset, Hertford, Norfolk, Northampton, Salop, and Southampton. The only counties in which the per-centage engaged in agriculture greatly exceeds that employed in commerce are the counties of Essex, Hereford, Huntingdon, Lincoln, and Rutland. The altered proportion which the agricultural bears to the commercial classes in Great Britain is striking. The proportion of the agricultural, commercial, and miscellaneous classes to one another are thus given :—

	Agricultural.	Commercial.	Miscellaneous.
1811	35	44	21
1821	33	46	21
1831	28	42	30

But in 1841 the numbers stood respectively 22, 46, 32. It is a curious fact, that in some counties more labourers are employed under than on the surface of the earth. In Durham there are nearly twice as many miners as labourers employed in cultivating the soil. The total number of agricultural labourers in Great Britain of both sexes is 1,138,563. The commissioners consider that there has been a small increase in the number of persons engaged in agriculture as compared with 1831. The number of persons to whom the cotton manufacture gave employment in June 1841 they compute as near upon half a million. This includes those returned under the heads of "lace" and "hose." Of persons actually engaged in the manufacture of cotton, the return is 302,376, and it would appear that there was no such preponderance of women and children as has been supposed. The males above 20 years of age out of the above number are more than double the number under 20, and considerably exceed the total of females above 20, who, in their turn, exceed by a third the females under 20. The proportion of very young persons employed appears to be progressively diminishing. In the woollen manufacture the number of adult males employed is three times as great as that of the adult women. The number of either sex under 20 is comparatively small. The same may be said of the hose trade; but in the flax and linen manufactures the preponderance is not quite so great. In the silk manufacture the numbers of both sexes employed are nearly equal, the excess among adults being with the males, and under 20 with the females. The manufacture of lace is the only one in which the number of females is very much greater than that of males. The total number of persons employed upon the textile fabrics forming the staple manufactures of the country may be stated at 453,381 males and 346,865 females; of these 245,055 is put down as the number of both sexes under 20 years of age. Of persons employed in mines in Great Britain, and isles in the British seas, 2,662 are females of 20 years of age and upwards, 2,628 females under 20; in Scotland, the numbers respectively are, 440 and 403. The whole number of persons so employed in Great Britain, &c. is 173,268; in Scotland, 20,557; together, 193,825; being nearly an eighth of those employed in the cultivation of the surface. There are 16,550 persons returned as employed in the manufacture of engines and machines. The inmates of workhouses in England and Wales and the British Isles are in the proportion of 62 for every 10,000 persons of the entire population.

For Scotland, the total population is returned at 2,620,184, of whom 58,291 are described as of independent means, and 17,779 as beggars, paupers, pensioners, and alms-people. These are some of the principal results of these returns, which will amply reward examination, for they teem with materials for deciding many questions of intense interest.

PARLIAMENTARY RETURNS.

BANK ISSUES.

Tuesday's Gazette contains the following returns under the new "Act to make further Provision relative to the Returns to be made by Banks of the amount of their Notes in Circulation." The period is twelve weeks prior to the 27th of April last, and the average amount in each case is certified by two of her Majesty's Commissioners of Stamps and Taxes:—

Bicester and Oxfordshire Bank and Oxford Bank, at Bicester and Oxford—Mess. Tubb and Wootten	27,090
Bishop's Waltham and Hampshire Bank, at Bishop's Waltham — Messrs. W. Gunner and Co.	1,993
Bristol Old Bank, at Bristol—Messrs. Baillie, Ames, and Co.	89,540
Broseley and Bridgnorth, and Bridgnorth and Broseley Bank, at Broseley and Bridgnorth Messrs. Pritchard	26,717
Bury St. Edmund's Bank, at Bury St. Edmund's—J. Worlledge	3,201
Cambridge Bank, at Cambridge—Messrs. Fisher	8,753
Cambridge Bank, at Cambridge—Messrs. Humfrey	2,615
Chertsey Bank, at Chertsey—Thomas La Coste	3,436
Essex Bank and Bishop's Stortford Bank, at Chelmsford, Maldon, Braintree, Coggeshall, Halstead, and Bishop's Stortford—Messrs. Walford and Co.	69,637
Leek and Staffordshire, and Leek and Congleton Bank, at Leek—Messrs. Fowler, Gaunt and Co.	4,009
Loughborough Bank, at Loughborough—Messrs. Middleton and Co.	7,359
Monmouthshire Newport Old Bank, at Newport—Messrs. W. Williams and Sons	8,600
Old Bank, Tunbridge, Tunbridge and Tunbridge Wells Old Bank, Tunbridge, Tunbridge Wells, and Sevenoaks Bank—Messrs. Beeching	13,183
Oxford University and City Bank, Oxford—Sir J. Lock and Co.	15,705
Pease's Old Bank, Hull, Hull Old Bank, and Beverley Bank, at Hull and Beverley—Messrs. Pease and Co.	48,807
Reading Bank, at Reading—Messrs. Simonds	37,519
Rochester, Chatham, and Strood Bank, at Rochester and Chatham — Messrs. Day and Nicholson	10,480
Romsey and Hampshire Bank, at Romsey—Messrs. Footner	3,875
Ross Old Bank, Herefordshire, at Ross—Messrs. Pritchard and Allaway	4,420
Rye Bank, Rye and Tenterden—Messrs. Curteis, Pomfret, and Co.	29,864
Saffron Walden and North Essex Bank, at Saffron Walden and Bishop's Stortford—Messrs. Gibson	47,646
Scarborough Old Bank, at Scarborough—Messrs. Woodall and Co.	24,813
Sheffield and Rotherham Joint-Stock Banking Company, at Sheffield, Rotherham, and Bakewell	52,496
Sittingbourne and Milton Bank, at Sittingbourne—Messrs. Vallance	4,789
Staines Bank, at Staines—Messrs. Thomas Ashby and Co.	9,244
Tiverton and Devonshire Bank, at Tiverton—Messrs. Dunsford and Barne	13,470
Towcester Old Bank, at Towcester—Messrs. Percival	10,801
Tring Bank and Chesham Bank, at Tring, Aylesbury, and Chesham—Messrs. Butcher	13,531
Uxbridge Old Bank, at Uxbridge—Messrs. Hull, Smith, and Co.	25,136
Warminster and Wiltshire Bank, at Warminster—Messrs. Everett and Ravenhill	24,896
Winchester, Alresford, and Alton Bank, at Winchester, Alresford, and Alton—Messrs. Bulpett and Co.	25,892
Wiveliscombe Bank, at Wiveliscombe—Messrs. Hancock.	7,602
Wolverhampton Bank, at Wolverhampton—Messrs. Goodricke and Holyoake	13,180
Worcester Old Bank, and Tewkesbury Old Bank, at Worcester and Tewkesbury—Messrs. Lechmere and Co.	87,448
Wrexham and North Wales Bank, at Wrexham—R. M. Lloyd	4,464
Yarmouth, Norfolk, and Suffolk Bank, at Great Yarmouth, North Walsham, Lowestoft, and Beccles—Messrs. Lacon and Co.	13,229
Yeovil Old Bank, Somersetshire, at Yeovil—John Batten	10,033
Yorkshire Banking Company, at Leeds, York, Hull, Doncaster, and other places	122,532

The Poor Law.—A Parliamentary return has just been obtained by Mr. E. Barneby, the member for East Worcestershire, of some interest to those concerned in the administration of parish relief. It is entitled, "A Copy of Mr. Weale's Reports to the Poor Law Commissioners, relating to the Parishes calling themselves the Brassington Incorporation," and from it it appears that the incorporation, consisting of twenty-one parishes, was dissolved by an order of the Poor Law Commissioners dated March 15, 1837, and on the 22nd of May, 1844, Mr. Weale, an Assistant Poor Law Commissioner, commenced an examination of the overseer's accounts of that incorporation previous to the formation of the Ashbourne Union, in which he intended to include fourteen of the parishes formerly comprised in the Brassington Incorporation. The overseers contend that the incorporation has not been legally dissolved, on the ground that the consent was not signed by a majority of the guardians of the incorporation amounting to two-thirds; for this reason, coupled, perhaps, with considerable distaste for the interference of the commissioners, the overseers appear to have placed a good many obstacles in the way of Mr. Weale, and each one, when called upon to be examined, served him with the following protest:—"I hereby protest against your right to examine me this day or at any time till the Brassington Incorporation is legally dissolved." Mr. Weale, however, persisted in his right, and subsequently examined several of the overseers upon oath. From these examinations Mr. Weale discovered several inaccuracies in the accounts, and he observes that "they are kept in a very irregular manner, and have never been exhibited to the visitor, as required by Gilbert's Act, and I need not add that they contain many illegal items." Amongst the items in the accounts particularly alluded to, is the following, collected from the evidence of the overseer of Hollington: Four girls, between the age of thirteen and fifteen, who were chargeable to the parish, were placed by the overseer with a silk manufacturer, and their joint wages amounted to 9s. 9d. per week; they were then placed with a woman who provided them with food and lodging, in return for which she received the wages of the children and 2s. 3d. per week extra from the parish, making her remuneration 12s. per week for all the children: the parish also found the clothes. The woman with whom the children were placed did not appear to have been of the most immaculate character; and though a vestry meeting was held upon the subject of placing the children with her, no certificate was produced as to her character, but the overseer who placed them with her represented her as a clean and tidy woman. "This examination," says Mr. Weale, "will itself explain my object in bringing it under your notice." The next item was as follows.—"Paid a casual payment as was agreeable to the ratepayers, having had a magistrate's advice about it, 10*l.*" From the evidence, which was rather contradictory, it appears that the money was paid to a farmer for the support of a bastard child of a young woman resident in the parish; the woman married either on the day the payment was made or very soon after; the money has since been paid over to the husband, who now supports the child. Mr. Weale, remarking upon "this extraordinary item of expenditure," observes, "It is, I think, quite obvious that the object of this payment was to get rid of the mother and child, and to throw the responsibility of their support on other parties." The report continues,—"I also found one instance of an illegal payment, viz. for catching moles, charged as relief." The entry is, "Allsop, Joseph, fifty-two weeks at 9¾d.—2*l.* 2s. 3d." The overseer stated, that that sum was paid for catching moles; it was not entered as it had been to cover an illegal payment. The mole-catcher would have been a pauper if he had not been employed and paid by the parish for catching moles. In a subsequent part of the paper it is pretty clearly confirmed that the woman who had the care of the four girls was an improper person to be entrusted with such a charge; and it is stated, indeed, that an improper intimacy existed between her and the overseer. The girls had since been removed to a more fitting place. An application, it is stated, will be made, as soon as practicable, by the board of guardians to the Court of Queen's Bench for a rule for a *certiorari* to remove the order of the commissioners relative to the dissolution of the incorporation into that court for the purpose of having it quashed.

Registration of Voters.—The revision of the list of voters commenced on Monday last, and will be concluded before the end of October. By the Act of last year no barrister is to be paid more than 200*l.* including his expenses, and a fixed sum is now set aside for the purpose of the revision. It appears from a recent Parliamentary return, that in 1840 the number of registered electors in England and Wales for counties was 405,946, and in 1843, 518,187; for boroughs the number in 1840 was 329,426, and in 1843, 338,351, shewing the registered electors for England and Wales in 1839-40 to be 825,372, and in 1842-3 to be 356,538. In Scotland the number in 1840 was 82,531, and in 1843, 85,044. The grand total for Great Britain in 1840 was 907,903, and in 1843, 941,782. The total increase in 1842-3 as compared with 1839-40 was 33,394. It is expected that the list of the present year will be increased by the claims of lodgers to be registered.

THE MAGISTRATE.

Summary.

Nothing particularly demands notice under this division. The extracts from the Poor Law Circular will be found useful to those engaged in the administration of the poor laws.

POOR LAW SETTLEMENT BILL.

No. III.

4. EXAMINATION CONTINUED.

The 11th section provides for the examination of paupers prior to removal, much in the same way as at present; complaint being first made by "*the overseers*" to one or more justices, who will summon the pauper before two or more justices to hear and examine, &c. Not a syllable does this section contain to remove the doubts which have grown up as to *how* the complaint must be made, and if one overseer may complain for the rest. The section is merely a servile copy of the old law and its defects. The provisions in 49 Geo. 3, c. 124, for examining infirm and sick paupers at home by one justice, who reports to others, are replaced by this section.

To the power of removal after examination and warrant, there is attached a new condition, namely, that "if the overseers *within seven days after the making of such warrant*, send notice by post or otherwise to the overseers" of the receiving parish, "that such person has become chargeable, and also, *within the said seven days*, send to the overseers, &c. a copy or counterpart of such warrant of removal, and a statement of the grounds upon which the same was made;" then the removal may as therein provided be made, "*but not otherwise*." This is not so new; there is no necessity to send the notice of chargeability or order of removal within any specified time. We do not see either any material reason for or against this new rule. Orders of removal ought not to be kept till they are stale; but on the other hand, it is not likely that this would happen to any great degree. The object in getting them is to serve them, and be rid of the burden of the pauper they are intended to remove as soon as possible. It appears, therefore, a useless and harmless provision. The time of removal is so mixed up with appeals, that they will be more conveniently noticed together.

Section 21 properly provides for access to the person directed to be removed by the appellant parish officers, for the purpose of examining him, and also if necessary for removing him to be examined elsewhere at their expense.

Sections 18 and 19 require copies of the examination or depositions upon which warrants of removal have been made to be sent to the clerk of the peace, who is to furnish copies to overseers. This is a proper regulation. But see the restrictions on the use of them afterwards: section 23 provides that they hall be referred to on the trial of appeals, "not as furnishing evidence of the facts therein deposed to except only for the purpose of shewing that the person or persons making such depositions has or have made the statements therein contained, and except only where evidence of the fact of such statements having been made is by law admissible." So far so good, but then comes this extraordinary proviso: "Provided, nevertheless, that on the trial of any such appeal, no warrant of removal shall be quashed or set aside, either wholly or in part, on the ground that such depositions do *not furnish sufficient evidence to support*, or that any matter therein contained raises an objection to the warrant or the statement of the grounds of removal." But the insufficiency of the evidence to support the order of removal is the best reason for quashing the order; and the depositions shew what the evidence was! If this is to be law, what becomes of the common objection that the "examination is bad on the face thereof?" How is this to be shewn; or how is any insufficient evidence in the examination to be proved but by the examination as contained in these very depositions? If it is intended to do away with all formal objections to the examination upon which orders are made, it ought to be explicitly provided for. This proviso, as it stands, stultifies the foregoing clauses, and is utterly inconsistent with existing law.

5. APPEALS.

As our readers are well aware, the existing law allows parishes to give notice of appeal within twenty-one days after receiving the order of removal, during which time the removing parish must retain the pauper, unless the receiving parish assent to take him; and, in the event of silence, the pauper may be removed at the expiration of the twenty-one days.(*a*) The receiving parish, though previously silent, may also *then, on the actual removal*, give notice of appeal.(*b*) When notice of appeal is given before the twenty-one days have expired, the pauper must remain in the removing parish till the appeal be decided. Section 12 of the Bill re-enacts the provisions of the 4 & 5 Wm. 4, c. 76, s. 79, *with this great alteration*, viz. that the period of *forty* days is substituted for twenty-one. What is the reason of this change? Can any of our correspondents tell? Do the authors of the Bill know? Have twenty-one days been found too short a time for parishes to make up their minds whether they will appeal or not? It can hardly be so, for they are not now limited to it; but may wait till after removal takes place. Besides, strangely enough, the new provision gives them in effect no longer time than before. For although section 12 prohibits the pauper from being removed for forty days after the warrant of removal is sent, section 20, with great inconsistency, *requires notice of appeal within twenty-one days as before*. This really sets all attempts to find a reason for the above change at defiance. The only object in making the removing parish keep the pauper twenty-one days under the present law is, that, until the expiration of that time, it is not certain whether the receiving parish may not appeal; in which case it would be useless trouble and expense to remove the pauper. But when these twenty-one days for consideration, which are given to the receiving parish by the new Bill, as well as the present law, have expired, why is the removing parish to keep the pauper for nineteen days longer? We have tried to divine a reason, but have wholly failed in doing so. The 20th section, however, merely enacts, that if the receiving parish gives notice of appeal during the twenty-one days, it "*may* appeal to the general or quarter sessions of the peace to be held for the county, city, borough, or place wherein the parish on whose behalf such order(*c*) was obtained, or any part thereof, doth lie." There is no veto upon an appeal afterwards; the words "*and not otherwise*," nowhere occur in this section, as they do in section 12, about sending the warrant within seven days, which is thereby made a condition precedent to the power of removal. The doubt left here as to the power of appealing *after* the twenty-one days are past, is most vicious and inexcusable. It may be said that the parish may still appeal after the actual removal, according to the case of *Rex* v. *Middlesex*, above cited. We are not sure of that. Does not that case mainly rest upon the old law of 13 & 14 Chas. 2, c. 12, which this sweeping Bill repeals? Besides, who can determine whether the receiving parish may give notice of appeal during the interval between the twenty-one and the forty days? This siesta of nineteen days, during which it would seem that the whole progress of removal is to be in abeyance, during which every thing is to slumber, except the maintenance of the pauper—may it or may it not be broken into by notice of appeal? Who can tell? The Court of Queen's Bench, peradventure, which must clearly sit through half the vacations to dispose of all the doubts this precious measure will furnish for its solution.

Section 22 provides that the appeal be heard at the sessions held next after fourteen days have expired from the sending *of the notice of appeal*. It also provides that both parties shall adhere to the grounds of removal and appeal set forth in their respective examination and grounds of appeal. This is intended to amend and replace, in substance, the 81st section of the Poor Law Act, which provides that the appeal may be heard when the *grounds* of appeal shall be sent "with the notice of appeal, or fourteen days at least before the first day of the sessions at which such appeal is intended to be tried." According to the present Act, there is no necessity to send notice of appeal at any fixed time before the sessions; and if the grounds accompany the notice, that will suffice; *or* if the grounds go alone, they must be sent fourteen days before the sessions.(*d*) This section 22 of the new Bill will, on the other hand, allow of the grounds being sent the day before the sessions, so long as the *notice* precedes them by fourteen days. This is not the intention, but is another result of the ignorant and clumsy manner in which this Bill is drawn. The object is a good one, and what was meant to be provided was, that the appeal should be heard at the sessions "*held next after the expiration of fourteen days from the day on which the notice of appeal, together with the statement of the grounds of appeal, were given*." This would make one uniform practice, and dispense with having recourse to the fluctuating and anomalous rules of different Quarter Sessions, as to what is reasonable notice.

We had intended to have concluded our remarks on this measure to-day, but we prefer taking another week ere we offer our final judgment upon the defects and merits of a measure which must so materially affect the parishes of England.

(*a*) 4 & 5 Wm. 4, c. 76, s. 79.

(*b*) R. v. Middlesex, 9 Dowl. 168.

(*c*) The term warrant is dropped here.

(*d*) This may not be the practice, but it is literally completely sanctioned by the wording of section 81 of the Act.

POOR LAW PRACTICE.

(*From the Official Circular of the Poor Law Commissioners.*)

(*Continued from page 462.*

RELIEF.—1. CHARGEABILITY OF.

Feb. 7, 1844.

Clerk of the Auckland Union—Stated, that Robert Stewart, a coke-burner at Hunwick colliery, had fractured his thigh, and he was in consequence confined to his lodgings, situate in the township of Hunwick, in the Auckland union, and had become chargeable to that township. Stewart had a wife and four children; who were residing four miles distant from Hunwick, in the township of Bishop Auckland, in the same union, where they had become chargeable, in consequence of Stewart's inability to support them. Stewart lived with his family in Bishop Auckland, but had lodgings at Hunwick for the convenience of his work, where he remained from Monday morning till Saturday evening, spending the rest of the time with his family at Bishop Auckland. Inquired which of the two townships were liable to maintain Stewrrt and his family, or if the duty of maintaining them rested with the townships in which they respectively resided.

Ans.—The commissioners are of opinion that, under the circumstances stated in your letter, the relief of Robert Stewart should be charged to the township of Hunwick, where he was abiding at the time of the accident (see *Gent.* v. *Tomkins*, T. T. 1822, and *Tomlinson* v. *Bentall*, 1 Bott. 396), and where he has since remained; and that the relief of his wife and family should be charged to the township of Bishop Auckland, in which they live. The 56th section of the Poor Law Amendment Act certainly provides that the relief given to the wife and children shall be considered as given to the head of the family; but this provision does not appear to the commissioners to interfere with the primary liability, cast by the general law upon each parish, to afford relief to every person destitute within its boundaries. The result will be, that Stewart will be chargeable to Hunwick, in respect of his own relief, and to Bishop Auckland, in respect of the relief afforded to his wife and family.

2. OUT-DOOR RELIEF TO BASTARD CHILDREN.

Feb. 22, 1844.

Clerk of Ticehurst Union—Requested the opinion of the commissioners on the following points—1. Whether out-relief may (if the guardians think proper) be granted to an illegitimate child, born *before* the passing of the Poor Law Amendment Act, 4 & 5 Wm. 4, c. 76, such child being resident with its mother. 2. Whether in such case, the power to give out-relief to such child would be altered, by the fact of the mother having had another illegitimate child,

born since the passing of the Poor Law Amendment Act. The clerk presumed that the ground upon which out-relief to an illegitimate child, born *subsequent* to the passing of the Act referred to, was illegal was, that under the 71st section of that Act—"all relief granted to such child, while under the age of sixteen, shall be considered as granted to such mother," and she being able-bodied, could not legally receive out-relief, under the commissioners' order relating to out-relief. A question had been asked whether such child would be entitled to out-relief, in case the mother was *not* able-bodied, or *certified as labouring under sickness or illness.*

Ans.—You have correctly stated the grounds on which out-relief to a bastard child becomes illegal, viz.—that under the 71st section of the Poor Law Amendment Act, relief to such child, if born subsequently to the passing of the Act, is relief to its mother, and under the commissioners' regulations, out-relief to able-bodied persons is unlawful. These being the only grounds for the illegality, it is needless to remark that, where these grounds do not exist, the illegality will not prevail. Consequently, the replies to your several questions will be as follows:—1. Out-relief may (if the guardians think fit) be granted to an illegitimate child, born *before* the passing of the Poor Law Amendment Act, whether such child be resident with its mother or not; 2. The power to give out-relief to such child would not be affected by the circumstance of the mother's having had another illegitimate child, born *since* the passing of the Poor Law Amendment Act. Out-relief, even to a bastard born *since* the passing of the Act, would not be unlawful, if the mother be not able-bodied, or if her case fall within any of the exceptions to the commissioners' order as to out-door relief.

TREASURER.

APPOINTMENT OF TREASURER AS OVERSEER.

April 24, 1844.

Treasurer of the Shaftesbury Union — Inquired whether, as Treasurer of the Shaftesbury Union, he was exempt from serving the office of overseer for a parish in that union.

Ans.—The commissioners are not aware that the treasurer of a union is exempt as such from serving the office of overseer. Whether there is any such incompatibility between the two offices, as would render it undesirable for the same person to hold both, is a question for the justices to consider, when appointing the overseers.

EVIDENCE.

LIABILITY OF RELIEVING OFFICER TO PRODUCE HIS BOOKS BEFORE JUSTICES, UNDER A CROWN OFFICE SUBPŒNA.

Feb. 12, 1844.

Clerk of Eastbourne Union—Stated, that one of the relieving officers of the Eastbourne union had been served with a Crown-office subpœna *duces tecum*, to attend before the justices, and to produce the application and report books, weekly relief lists, and any other documents containing entries of relief to one Elizabeth Stevens, or otherwise relating to the settlement of Daniel Stevens and Sarah his wife. The board of guardians considered that they were not justified in allowing the books and documents required to be produced, as the board regarded them to be of a privileged nature, and not liable to be called for as evidence in cases of settlement. The overseers of a parish could not be required to produce their books in evidence against themselves, or their own parish, and the board of guardians felt that they ought not to place parishes in a worse situation than they would have been, if the relief of the poor had not been taken out of the hands of the overseers. Requested the commissioners to advise the board how to act in the matter.

Ans.—The commissioners think it incumbent on the relieving officer to attend the justices, in obedience to the subpœna, and to produce such books and documents enumerated as are in his power and custody. The commissioners apprehend that, under the like authority, the overseers of any parish in the union would be bound to attend and produce any documentary evidence in their power, though the production of such evidence might be to establish a settlement in their parish. It will be for the justices, before whom the parties attend, to decide whether any of the evidence produced under such authority, is privileged.

MEDICAL RELIEF.

JUSTICES' POWER TO ORDER MEDICAL RELIEF.

March 1, 1844.

Chairman of the Bedford Union—Inquired, 1. Whether a justice of the peace was empowered to give an order for medical relief in a case of sudden and dangerous illness, before the overseer had been applied to for an order, and had refused or neglected to give one. 2. Whether a justice of the peace, when required to give an order for medical relief, in a case of sudden and dangerous illness, and after the overseer had been applied to for an order, and had refused to give one, ought to address his order to the overseer, or immediately to the medical officer of the district. 3. Whether a justice of the peace, before he grants an order for medical relief, in a case of sudden and dangerous illness, was required to summon the overseer, to shew cause why he refused to give one.

Ans.—1. The commissioners think that the 54th section of the Poor Law Amendment Act enables a justice of the peace to give an order for medical relief (only) in any case of sudden and dangerous illness in which such relief may be requisite, whether the overseers have or have not previously refused to give such relief. The first proviso in the section clearly refers to the immediately antecedent clause, requiring overseers to give relief "in cases of sudden and urgent necessity;" and it limits the justice's power in such cases to those instances in which the overseer refuses or neglects to perform his duty; but the second proviso has reference to a different class of cases, and empowers the justice to give an order for medical relief, &c., "where *any* case of sudden and dangerous illness may require it." Some doubt may possibly arise from the description of the order, in the second proviso, as a "similar order;" but the commissioners apprehend that this expression was intended to indicate merely the character of the order itself, and not the occasion for its issuing. 2. The commissioners consider that the phrase "similar order" has the effect of requiring that the order for medical relief, under the second proviso, should be like the order for temporary relief in articles of necessity, authorized by the first proviso; that is to say, that it should be made upon the overseer of the parish, by a justice of the peace, in writing under his hand and seal. This view is placed beyond doubt by the subsequent clause, "And any *overseer* shall be liable to the penalties as aforesaid for disobeying such order." 3. The commissioners' answer to your first inquiry will intimate their opinion that the justice, before granting an order for medical relief, need not call upon the overseer to shew cause why he refused to give such relief; although of course the justice will be bound to satisfy himself that the case is really one of illness so sudden and dangerous as to justify his making an order on the overseers.

THE LAWYER.

Summary.

THE first of a series of articles upon the important Transfer of Property Act will be found under the head of Property Lawyer. In the succeeding articles the details of the Act and the probable effect of the alterations will be examined at greater length. We direct the attention of those who desire to punish the Sham Lawyers to the report of the trial of one of the race at the Middlesex Quarter Sessions.

Memoranda for Lawyers.

Evidence—Pedigree.

Davies, demandant, *Lowndes*, tenant, which is the last writ of right that can ever be brought, has given occasion to a vast display of obsolete learning, and incidentally to an important discussion and judgment upon the nature of evidence respecting pedigrees. The whole case upon this and other points is reported at great length in 7 Scott, N. R. 141; but the facts, so far as they bear upon this subject, are given in the following extracts from the judgment of the Court of Error, delivered by Lord Denman, reversing the judgment of the Court of Common Pleas:—

Upon the fourth exception, after much doubt and full consideration, we come to the conclusion that part, if not all, of the document offered in evidence by the demandant was admissible. The document in question was intituled "The Genealogie of the Lloyds of Cwm Gloyne, county of Pembroke, shewing their descent from the Prince of Wales, together with some colaterale Branches of the same Family" The pedigree was traced from the Lord of Rhys, Prince of South Wales, who died 1233, to a William Lloyd, of Treviggin, living in 1733. It stated in one of the accounts of one of the collateral branches, the marriage of the sister of William Lloyd's grandfather to a Thomas Selby, from whom the demandant alleged that Thomas James Selby, the testator, was descended; and it also stated that Erasmus Lloyd was his cousin, and the marriage of the daughter of his great grandfather's brother with a person of the name of Ellis; and, as evidence of both these facts, was material to the demandant's case. At the foot of it was a memorandum in these words:—"Collected from parish registers, wills, monumental inscriptions, family records, and *history*. This account is now presented as correct, and as confirming of *the* tradition handed down from one generation to another, to Thomas Lloyd, esq. of Cwm Gloyne, this 4th day of July, Anno Domini 1733, by his loving kinsman, &c. William Lloyd." The signature was proved to correspond with that to the will of William Lloyd, one of the ancestors of the demandant named in the count. On the back of the document was an indorsement in these words:—"A true account of my Family and Origin, Thomas Lloyd, Cwm Gloyne;" and it was proved by a living witness that this document was found by him fifty years ago amongst the papers of the Cwm Gloyne family, in a drawer in the mansion house of the Cwm Gloyne estate, which had devolved upon him; and the witness proved the indorsement to be in the handwriting of Thomas Lloyd, of Cwm Gloyne.

The document was insisted upon by the counsel for the demandant as being altogether admissible. The Court rejected it. It was then offered as admissible in part, viz. as evidence of the pedigree of the first collateral branch; and rejected: then as evidence to prove who the grandfather of William Lloyd was; and rejected: then as evidence to shew who the father of William Lloyd was; but, the counsel for the tenant admitting that fact, that portion of the document also was rejected. Then it was contended that the portion which stated who the paternal uncles and first cousins of William Lloyd were, was admissible: it was rejected. Then the demandant's counsel tendered those parts which shewed that William Lloyd's uncle John died a bachelor, and that his uncle George had certain children then living: these also were rejected. Then, lastly, he offered such part as shewed a marriage of Henry Lloyd's sister with Ellis; and the Court rejected that also; holding no part to be legally admissible; and the question is whether that decision was right. It appears to us that it was not.

It does not admit of any doubt that this pedigree, if it had been signed by William Lloyd, with the date 1733 and without any memorandum of his, and had borne the memorandum indorsed by Thomas, would have been altogether admissible, independently of the objection of its having been written *post litem motam*, which will hereafter be considered. The signature of William Lloyd, one of the family of the demandant, would have been equivalent to a declaration of the relationship of the persons therein mentioned, including the marriage of a Selby with a Lloyd, and would have been evidence to connect the family of the demandant with that of the tenant—see the judgment of Lord Brougham in *Monkton* v. *The Attorney-General* (2 Russ. & M. 156): and the signature of Thomas Lloyd of Cwm Gloyne would have amounted to a similar recognition by another member of the same family. But it is argued that the memorandum of William Lloyd places this pedigree upon a different footing, and renders it altogether inadmissible. If this were so, there would still be a question what the meaning of Thomas Lloyd's indorsement, coupled with the fact of its preservation by him, was. If the words, "A true account of my Family and Origin," were written on the back of the document merely as denoting what its contents were—a sort of index to it—the indorsement would not amount to a recognition by Thomas of its correctness, and would not render it admissible, on the footing of its being equivalent to a declaration by Thomas. If the words were intended to mean that the writer had satisfied himself of the correctness of William's statement, from independent sources of information, that is, from his own knowledge and the tradition prevailing in his own branch of the family, then the whole pedigree would have been admissible as a declaration by one of the family of Cwm Gloyne. There is some evidence of such a recognition to go to the jury for their consideration; and this would be a ground for a *venire de novo*: but, passing by that objection, and adverting to the memorandum of William only, the question is, whether that memorandum destroys the effect of his recognition, and renders it wholly in admissible in evidence, as the Lord Chief Justice and the Judges of the Common Pleas have decided.

The ground of that decision appears to have been, that the memorandum bore upon the face of it a sort of certificate that the statement in the pedigree was merely secondary evidence of existing originals from which it was compiled, and that the absence of those originals was not accounted for; and that, if any part of the pedigree was derived from legitimate sources, viz. personal knowledge or family tradition, it did not appear distinctly which was such part, and, therefore, the whole was inadmissible. We think this view of the case is not correct.

A pedigree, whether in the shape of a genealogical tree or map, or contained in a book, or mural or monumental inscription, if it is recognized by a deceased member of the same family, is admissible, however early the period from which it purports to have been deduced. On what ground is this admitted? It may be because the simple act of recognition of the document, and consequent acknowledgment of the relationship stated in it, by a member of the family, is some evidence of that relationship, from whatever sources his information may have been derived, because he was likely, from his situation, both to inquire into the truth of such matters, and from his means of knowledge to ascertain it. The opinion of Lord Cottenham, in *Slaney* v. *Wade* (1 Mylne & C. 335), as well as that of Lord Brougham, in *Monkton*

v. *The Attorney General* (2 Russ. & M. 156), are in favour of this view of the case.

After stating these cases, his lordship continued :—

But the reason why a pedigree, when made or recognized by a member of a family, is admissible, may be that it is presumably made or recognized by him in consequence of his personal knowledge of the individuals therein stated to be relations, or of information received by him from some deceased member of what he himself knew or heard from other members who lived before his time. And, if so, it may well be contended, that, if the facts rebut that presumption, and shew that no part of the pedigree was derived from proper sources of information, then the whole of it ought to be rejected: and so also, if there be some, but an uncertain and undefined part, derived from improper sources. But, where the framer speaks of individuals whom he describes as living, we think the reasonable presumption is that he knew them, and spoke of his own personal knowledge, and not from reference to registers, wills, monumental inscriptions, and family records, or history; and, consequently, to that extent the statements in the pedigree are derived from a proper source, and are good evidence of the relationship of those persons.

The pedigree had further been objected to as having been made *post litem motam*; but this objection was held to be inapplicable, as there could not have been a *lis mota* before 1772, and the instrument was dated in 1733; and according to the cases of *Anderson* v. *Weston* (6 B.N.C. 296) and *Smith* v. *Battens* (1 M. & Rob. 341), the date of an instrument must be presumed *primâ facie* to be correct; and certainly that is the presumption where the instrument, as this, was dated thirty years ago or upwards, and its custody accounted for.

It became unnecessary, therefore, to consider the exact meaning of *lis mota*, whether it be the mere existence of the facts as laid down by Alderson, B. in *Walker* v. *Earl of Beauchamp* (6 C. & P. 552), or whether there must not be, not merely facts which may lead to a dispute, but such a *lis mota* or suit or controversy preparatory to a suit actually commenced, or dispute *arisen* (in the language of Mr. Justice Lawrence, in the *Berkeley Peerage* case, 4 Camp. 491), and that upon the same question, or on the same pedigree, or subject-matter, which is now in litigation. This is a question of considerable importance which remains undecided.

THE PROPERTY LAWYER.

Execution of power of appointment by will. What is "signing, sealing, and publishing in the presence of and attested by three or more credible witnesses."

We lately gave an interesting case upon the execution of a leasing power (*supra*, p. 332), and in a recent number of Scott's excellent reports is contained a full report of the cases of *Burdett* v. *Doe dem. Spilsbury and Another*, and *Skynner and Others* v. *Doe dem. Spilsbury and Another* (7 Scott, N. R. 66, 140) to which we now wish to draw the attention of our readers :—

"Lands were limited to such uses, &c. as L. H. S. should appoint by her last will and testament in writing, to be by her *signed, sealed, and published in the presence of and attested by three or more credible witnesses*. L. H. S. (before the statute 7 Wm. 4 & 1 Vict. c. 26) *signed* and *sealed* an instrument containing an appointment, commencing thus—'I, L. H. S. do publish and declare this to be my last will and testament,' and concluding—'I declare this only to be my last will and testament: in witness whereof I have to this my last will and testament set my hand and seal this 12th of December, 1789.' The attestation was as follows—'Witness. C. B., E. B., A. B.'"

In 1834 these actions of ejectment were tried, and verdicts found for the plaintiffs, subject to the opinion of the Court of King's Bench upon special cases. These cases were determined in favour of the defendants (4 Ad. & El. 1; 6 N. & M. 259), and were then turned into special verdicts. Judgment was given *pro formâ* for the defendants, but reversed in the Exchequer Chamber (9 Ad. & El. 936; 1 P. & D. 670). Error was brought in the House of Lords, and Sir W. Follett and Pemberton argued for the plaintiffs in error, and Sir F. Pollock and Bethel for the defendants in error.

The cases cited on both sides are set forth in the opinions of the judges, from which we propose to give copious extracts. They were delivered June 19, 1843, and, in accordance with the majority, these long-litigated cases were decided August 18, 1843.

"WIGHTMAN, J.—My Lords, upon the questions referred by your Lordships to the consideration of the judges, whether the will of Lydia Henning Skynner, stated in the special verdict, is or is not a good execution of the power contained in her marriage settlement, I am of opinion that it is. By the power she is enabled to devise by her last will and testament, or any writing purporting to be such, 'to be by her signed, sealed, and published in the presence of and attested by three or more credible witnesses.' An instrument in writing, purporting to be the last will and testament of Lydia Henning Skynner was *in fact* signed, sealed, and published by her in the presence of three witnesses, and was attested by them by writing their names under the word 'witness.' The power does not require any form of attestation, but only that the instrument should be attested by three witnesses, in whose presence it should be signed, sealed, and published by the testatrix. No distinction can, I think, be drawn between the words 'witness' and 'attest;' nor does it appear to me that it would have made any difference, if, instead of the words 'in the presence of and *attested* by three or more witnesses,' the expression had been 'in the presence of and *witnessed* by three or more witnesses:' and the case may be considered the same as if, instead of the word 'witness' written over the names of the three persons subscribing, the words had been 'attested by' those three persons. The power, then, is *literally* complied with in its terms by the instrument in question; it does purport to be the last will and testament of Lydia Henning Skynner; it was signed, sealed, and published by her in the presence of three witnesses; and the three witnesses did attest the instrument—by subscribing their names to it as such. But it is said, that, when the power required the instrument to be attested by three witnesses, in whose presence the testatrix was to sign, seal, and publish it, more was necessary to fulfil that requisition than that they should merely write their names as witnesses. The power requires them to be witnesses of three things—signing, sealing, and publication; and it is said that the granter of the power intended, when he required the will to be made in a certain manner, in the presence of three witnesses, and to be attested by them, that, to fulfil that requisition of the power which requires the attestation of three witnesses, they ought in terms to mention that they did witness the performance of the three things required to be done by the testatrix; and that the merely signing their names as witnesses is not enough, though they did in fact see all the formalities performed. Independently of particular authorities, to which I shall presently allude, it appears to me that this objection is not well founded. The power requires that the instrument should be signed, sealed, and published by the testatrix in the presence of three witnesses, and that they should attest the instrument. No form of attestation would have dispensed with the necessity, for the first thirty years, of calling one of the subscribing witnesses, if any were alive or in a situation to be called, to prove that the formalities required by the power had been complied with; but, after thirty years, the case would rest upon the presumption arising upon the production of the instrument itself. In the present case, the instrument shews a general attestation of it by three witnesses, without any statement of the particular facts they attested; but they must be understood to have attested something; and, to ascertain what that is, there is no principle of law, nor any authority, of which I am aware, that prohibits a reference to the instrument itself: and if we look at the instrument for information as to that which it is to be presumed the witnesses did attest or witness, what do we find? Upon the face of the instrument which the witnesses attest the testatrix says, '*I do* publish and declare this to be my last will and testament. In witness whereof I have set my hand and seal to this my last will and testament;' and then follows a signature and seal purporting to be those of the testatrix. Can it be doubted but that the jury might presume that the witnesses, who do not specify what they saw, did see all that done which on the face of the instrument appears to have been done, and which it was requisite for the testatrix to do to make a perfect instrument? But, supposing such a special form of attestation as that contended for to have been adopted, it would not have varied the character of the evidence derived from the terms of the instrument and the general attestation of the witnesses; it would but have raised a presumption for the jury that they did witness that which is stated in the attestation, subject to any doubt that might be raised as to whether they really did witness that which is stated in the written attestation or not. The statute of frauds requires that all wills of lands should be signed by the party devising, and be attested and subscribed in the presence of the devisor by three or four witnesses; but there is no doubt but that a general attestation would satisfy the statute. In the case of *Hands* v. *James* (Com. Rep. 531), it was decided, that, where all the witnesses to a will were dead, and it did not appear in the attestation clause that the witnesses set their names in the presence of the testatrix, it was a question for the jury, which they might determine upon circumstances, whether it was so or not; and the Court, in coming to that conclusion, say that the witnesses are required by the statute of frauds to set their names in the presence of the testator, but that the statute does not require that this should be noticed in the subscription of the witnesses; and in *Croft* v. *Pawlet* (2 Stra. 1109, it was held, upon the authority of *Hands* v. *James*, that a will of lands may be well executed, though it is not stated in the attestation that the witnesses signed in the presence of the testator. The same point was also decided in *Brice* v. *Pearse* (Willes, 1). Independently, then, of express authority, and upon general principles, and with reference to the execution of wills under the statute of frauds, the terms of the power appear to have been complied with."

But, continued the learned judge, "It is said that there is a series of decisions to the contrary, and unless these cases could be distinguished from the present I should certainly not venture to give it as my opinion to your lordships that this power has been well executed." He then examined the cases at length as follows :—

"The first of these is the case of *Wright* v. *Wakeford* (4 Taunt. 213): a deed contained a power for trustees, by consent of *cestui que trusts*, testified by writing under their hands and seals, attested by two or more credible witnesses, to make sale of certain lands; the *cestui que trusts* did sign, seal, and deliver a deed testifying their consent to a sale, in the presence of two witnesses, but the attestation was, in terms, of the sealing and delivery only. Upwards of twenty years afterwards, the witnesses added a fresh attestation to the deed, by which they attested the signature also. The case was sent by the Lord Chancellor for the opinion of the Court of Common Pleas, and three of the judges, Heath, J., Lawrence, J. and Chambre, J. held that the power of sale was not well executed, by reason of the omission of any mention of 'signing' in the first attestation, and that the second was of no avail to cure the defect in the first. Lord Chief Justice Mansfield seems to have considered that the first attestation was sufficient, and that the witnesses must be understood to attest the signing; but that at all events the defect (if any) was cured by the second. The decision, therefore, was that of the three other judges I have named, who state the ground upon which they determined the question thus: 'As a question of law, we think it must be determined by the true construction *of the terms of the attestation*, to which it appears to us that our consideration must be confined; and we do not think that the signature is comprehended in the words made use of in the attestation.' The decision, therefore, turned expressly upon the special form of the attestation, by which the witnesses state in terms what they did attest, excluding thereby any presumption that they witnessed more than is expressly stated. The effect of an attestation in general terms to a deed, which upon the face of it imports that all the requisites of a power have been pursued, was not, and indeed could not, properly be considered in the case of *Wright* v. *Wakeford*, which was decided upon a principle which does not apply to such a case: and I have been unable to find one in which it has been held that a general attestation is insufficient where upon the face of the instrument the requisites of the power appear to have been complied with. The case of *Doe dem. Mansfield* v. *Peach* (2 M. & S. 576) was determined expressly on the authority of *Wright* v. *Wakeford*, and upon facts nearly the same, the power requiring signing as well as sealing and delivering, and there being a special attestation of sealing and delivering only. The case of *Wright* v. *Barlow* (3 M. & S. 512) is to the same effect: the power required signing as well as sealing, and there was a special attestation of sealing and delivering only. In *Moodie* v. *Reid* (7 Taunt. 355), the power required the will to be signed and published by the testatrix in the presence of and attested by two or more witnesses. The attestation in that case was general, as in the present; the word 'witness' only was used, as in this; but there was nothing on the face of the instrument itself to indicate that it had been published; the words 'publish' or 'declare' are not to be found in it, and nothing more appears upon the whole instrument than that it was signed. In the case of *Stanhope* v. *Keir* (2 Sim. & Stu. 37), the power required the will to be signed and published in the presence of and attested by three or more witnesses. The attestation was general, but there was nothing on the face of the instrument to shew that it had been published, though it had been signed. In *Buller* v. *Burt*, cited in 4 Ad. & E. 15, the power required the deed to be sealed and delivered in the presence of and attested by the witnesses. The attestation was general, but the instrument only purported to be signed and sealed, and made no mention of delivery. The cases of *Moodie* v. *Reid*, *Stanhope* v. *Keir*, and *Buller* v. *Burt*, therefore, are clearly distinguishable from the present, and within the principle of the other cases, as the witnesses must be taken to attest so much as they appear to have attested, either by reference to the attestation if special, or to the instrument itself if general. The case of *Ward* v. [illegible] (1 C. & M. 171), which is one of the latest cases upon the subject

ject, is not an authority either way; the power required that the will should be duly executed and published in the presence of witnesses, and the attestation was that it was signed, sealed, and delivered as the last will, which was held sufficient. These are the leading authorities upon which it is contended that the power in the present case is not well executed, and that there ought to have been a special attestation. It appears to me that they are all distinguishable upon the grounds I have mentioned, and that they are not authorities to shew that a general attestation to an instrument which on the face of it shews that the formalities required by the power have been complied with, is not sufficient. I should observe here, that there is the direct authority of Sir John Leach, in the case of *Buller* v. *Burt*, that, where the attestation is general, as in this case, the instrument which is attested may be referred to, to ascertain from it, if possible, what it was that the witnesses attested. It is said, however, that this could only be available on the presumption that the witnesses *read* the instrument. This does not, however, appear to me to be the true ground; but that, as the witnesses must be presumed to have attended to witness something, and, as their signature as witnesses shews that they did witness something, the deed may be referred to to raise a presumption that that was done which on the face of it appears to have been done. It may be said, however, that, in the present case, the terms of the instrument, if referred to, raise no such presumption, and that the words 'I *do* publish and declare this to be my last will and testament' are not sufficient to raise the presumption that the testatrix *did* publish and declare it. The power requires that she should publish her will in the presence of three witnesses: there are three witnesses to the will, and she says that she *does* publish it: surely it is to be inferred that she did that which she says she did, and not that she merely wrote the words *without doing the act* which was essential to the validity of the will. In conclusion, I may add that all or nearly all the learned judges who in the previous stages of this case have expressed an opinion contrary to that which I entertain, have founded their judgment on the case of *Wright* v. *Wakeford*, with some expression of regret that that case had been so decided: it may therefore be presumed, that, but for that case, and those founded upon it, they would have been of a contrary opinion. Upon the whole, it appears to me that those cases are entirely distinguishable from the present, and that the power is well executed."

(*To be continued.*)

THE ACT TO SIMPLIFY THE TRANSFER OF PROPERTY (7 & 8 Vict. c. 76).

No. I.

Having some weeks since laid before our readers a copy of the above Act, we shall now proceed, in fulfilment of the promise we then gave, to make some comments upon it.

The announcement of an Act to "simplify" the very complex machine of our conveyancing system naturally excited great interest, and no little alarm, in the conveyancing ranks of the Profession. For some years past the legal world has been from time to time agitated by a variety of crude and incongruous schemes, propounded principally by parties having little practical acquaintance with the subject, with the view of effecting changes and so-called improvements in the mode of transferring property in this country. Our readers no doubt will remember the famous plan of Lord Campbell for that purpose; according to which the present difficulties of drafting were to be overcome, and the attendant evils of length, tautology, intricacy, and expense were to be remedied, by a short tabular form, "neatly and clearly arranged;" a plan which had the singular fate of being universally condemned and unanimously rejected, not only by practitioners, but also by all legal reformers, with the solitary exception of his lordship. At the beginning of the last session, a measure was introduced by the Lord Chancellor with a similar object, but of a widely different character, containing about thirty clauses, many of them of a sweeping and startling kind, and threatening serious interference with established principles. In its course, unperceived by, and, indeed, comparatively unknown to, the Profession at large, through the House of Lords, the Bill was materially reduced and curtailed, and several of the obnoxious clauses were expunged. Towards the close of the session, it appeared in its altered shape in the House of Commons, and was driven through its various stages there with the indecorous haste which in these times of dog-day legislation is unfortunately so fashionable. The consequence was, it became the law of the land before the majority of those who might be affected by its provisions, and were competent to criticise it, had an idea of its contents. Such is the history of the Act before us: an Act which, if it bore out its title, would be one of vast importance, and concern every holder of property in the country as well as the legal profession. We think, however, we may assure our readers that the title is by far the most formidable part of the Act; that, in fact, little change will be effected by it—and, moreover, we fear that in some respects it will be found to contradict rather than to affirm its title. In the observations which we propose to make, it will be our aim not to discuss the expediency or inexpediency of the provisions of the Act (for the time has passed for doing so with any utility), but to point out what, according to our present views, will be its operation in practice. Of course any remarks upon the probable working of an untried Act must be offered with great distrust, from experience of the difficulty of deciding beforehand what in any given case will be the view taken by the legal tribunals of the country—what principles of interpretation they will adopt—whether a limited or a liberal construction will be given to particular provisions, or whether the language will be strained in deference to some apparent or presumed intention, or be confined within the range of its strict literal meaning.

Our readers are already aware that the Act will not come into operation until the 1st of January next. It will not have a retrospective effect, except in one particular, viz. as regards contingent remainders then existing, which are rendered indestructible by the determination of the prior estates. Until the 1st of January, then, no change is authorized except the omission of the common limitation to trustees to preserve contingent remainders; and after that time no alteration of the common forms now in use is *required*, for the Act leaves it at the option of the practitioner in every case either to avail himself of its provisions, or to continue the present practice. If he adopt the latter alternative, his deeds will be construed by the rules now in force, and must, therefore, be accompanied with every formality which is now required.

The Act not being constructed upon any regular system, but consisting mainly of isolated and independent clauses, with little or no mutual bearing, the more convenient plan of commenting upon it will be to take the clauses *seriatim*. This we shall proceed to do in our next article.

LEGAL INTELLIGENCE.

LEGAL PROTECTIVE ASSOCIATION.

By the full report we gave in a recent number of the first general meeting of the Legal Protective Association, we afforded our readers an opportunity of judging for themselves of its nature and objects. We are informed that its numbers are daily increasing, and many members of the Law Institution have joined it; thus bearing out our observation, that there need be no hostility or opposition between the two bodies.

Some of the provincial Law Societies have, we understand, already shewn a desire to unite cordially with it.

One of the proposed alterations that the Association intends to advocate is, we believe, a diminution of the annual certificate, and an increase of the admission stamp-duty. The next meeting of the committee is looked for with interest, as many are naturally unwilling to send their names as members until they are fully satisfied with their objects and system and operation. It is needless for us to say that we heartily wish for the establishment of a society in which all parties may unite, and where the interests of the country, as well as the town members of the Profession, will be adequately represented and harmoniously supported; and we shall therefore watch the progress of this association with the greatest interest.

MIDDLESEX SESSIONS.

Friday, Sept. 13.

(Before Mr. Deputy Judge Walesby.)

Extraordinary Scene.—Conviction of a Sham Attorney.—Francis Crocker, aged 63, was indicted for stealing a gold ring, the property of Mary Judd.

O'Brien appeared for the prosecution, and *Payne* defended the prisoner.

From the evidence of the prosecutrix, it appeared that she had been courted by a young man of the name of Abell, who purchased a wedding ring and settled the preliminaries of marriage, but afterwards broke off his engagements, Abell having married another female. On the 13th of August the prisoner introduced himself, and having obtained possession of a bundle of broken promises and vows of affection, he described himself as a solicitor, and said he should not require any money until after the writ was issued, but that the wedding-ring would be necessary for the case. He then sealed up the ring in a letter, and gave the prosecutor the following memorandum:—"Miss Judd has deposited in my hands a gold ring, purchased by Mr. Abell, and which I promise to return, on her paying me 15s. for expenses already incurred in an action brought against Mr. Abell for breach of promise of marriage." On the 21st of August, the prosecutrix paid the 15s. to the prisoner, and demanded the ring, which he promised to return on the following morning; but not keeping his word, the aid of the police was sought, and it was discovered that the prisoner had pawned the ring for four shillings on the very day he had obtained it from the prosecutrix, and that no action had been commenced against Abell.

Payne contended that no larceny had been committed, and that the prisoner had never intended to convert the ring to his own use. He had merely raised a temporary loan upon it, and there was no ground for charging him with felony.

The jury returned a verdict of guilty.

O'Brien said there was another indictment against the prisoner for obtaining 15s. by means of false pretences, but he should offer no evidence upon it.

The prisoner said he had a character, but had not had any pens or paper to write to his friends.

Several of the visiting justices said that they had asked the prisoner during his confinement if he had any application to make.

The prisoner admitted that was true.

Payne said the prisoner had been confined at these sessions two days, and no accommodation was afforded similar to that granted in the prisons.

Mr. Pownall observed that he was glad the subject had been alluded to. The building required great alterations, and he hoped the public would take the matter up. Under the present rules it would have been a breach of prison discipline to have complied with the prisoner's request.

The prisoner declared that he had been dragged from cell to cell in the New Prison by the gaolers, and that his clothes had been torn off his back because he refused to give them money.

Several magistrates indignantly required the prisoner to name or point out the parties, which he was unable to do.

The Judge.—That is another wicked and abominable lie. As soon as I can allay the excitement, I will canvass the opinions of the Bench.

Payne.—You had better delay the judgment, or I am afraid you will be considered labouring under excitement.

The Judge.—I think that a most indecent and uncalled for remark, after the patience I have exhibited in every case I have tried. (Great applause here burst from every part of the court, including the jury-box.)

Payne.—I wish to state—

The Judge (interrupting).—Sit down, Sir; I will not hear you.

Payne.—I wish to apologize, Sir.

The Judge (again interrupting).—I tell you again, Sir, sit down. I don't want any apologies. Sit down, Sir. Sit down. I will maintain the dignity of the Court. (Renewed applause.)

Payne (still on his legs).—Then I have an application to make. I have a right to ask you to postpone the sentence until I produce witnesses to character.

The Judge.—I refuse your application.

Payne.—No other judge ever refused it before.

The Judge.—That is a remark consistent with the ungrateful and indecent manner in which you have conducted the defence throughout. (Great cheering.)

The Judge (addressing the prisoner) said that he had allowed him to go on in order that his brother magistrates might be convinced of the dangerous man they had to deal with. His own opinion was that he ought to be sent out of the country, for he had aggravated his offence by the flagrant lies he had told about the gaoler's receiving garnish money. The sentence of the Court was that he be imprisoned for six months and kept to hard labour in Tothill-fields Prison, six weeks of the term to be passed in solitary confinement.—*Herald.*

The Queen has been pleased to appoint Thomas Norton, esq. First Puisne Judge of British Guiana, to be Chief Justice of Newfoundland.

The Lord Chancellor of Ireland, the Right Hon. Sir E. B. Sugden, has been placed in mourning by the demise of his eldest son, Mr. Frederick Sugden, who died at Boyle Farm, Thames Ditton, on Thursday, in his 34th year.

Sir William Follett.—Letters were received in town on Monday morning from Germany, which, we rejoice to announce, stated that the learned and distinguished Attorney-General (Sir William Follett), is considered to be better, and that his health is daily improving.—*Standard.*

Imprisonment for Debt.—The metropolitan prisons for debt present a very different appearance to what they did some time ago. In March last there were 346 persons confined in Whitecross-street Pri-

son, and now there are about 140; in February last there were 262 persons in the Queen's Prison, and now there are about 180; and in Horsemonger-lane Gaol in March there were 112, and now there are between 30 and 40. These alterations are in a great measure to be attributed to the new Act, and it is expected that in a short time one prison instead of three in the metropolis will be found sufficient for prisoners confined for debt. It is calculated that a few years ago there were about 1,200 persons in the London prisons for debt, and there are now somewhere about 360. By two Parliamentary returns (one printed in May last, and the other subsequently) it appears that there were in the United Kingdom 3,352 persons confined for debt, of which number 1,487 were incarcerated for sums, exclusive of costs, of under 10*l.*! In two years, ending 1843, the expense to the country for the maintenance of prisoners for debt was 18,617*l.* 8s. 6¾d.

Flint and Cut Glass.—Doubts having been entertained whether bottles of flint and cut glass are chargeable with duty by the Act 7 Vict. c. 16, under the head of "Bottles of glass not otherwise enumerated or described, 1*l. per* cwt. and further, on account of the Excise duty, 7s. per cwt.;" or as "Flint and cut glass, for every 100*l.* value 30*l.* and further, on account of the Excise duty, 7s. per cwt.;" and the Customs authorities being of opinion that all bottles of flint and cut glass should be charged with the latter rate of duty, orders have been issued for the officers in London and at the outports to govern themselves accordingly.

Ecclesiastical Commission.—A supplement to the *Gazette* of Tuesday, published on Wednesday night, contains an Order in Council ratifying as scheme prepared by the Ecclesiastical Commissioners for constituting a separate district for spiritual purposes out of the parish of Ruabon, in the county of Denbigh, which parish is of great extent, and the provision for public worship therein insufficient. The new district is to be called "The District of Rhôs Llannerchrugog," and an endowment is to be provided for the minister to be appointed. The supplement contains similar orders respecting the parishes of Bury and Whalley, in the county of Lancaster, where the new district is to be called "The District of Musbury;" respecting the parish of Monk Wearmouth, in the county of Durham, where the new district is to be called "The District of All Saints, Monkwearmouth;" respecting the parish of Kingswinford, in county of Stafford, where three new districts are to be constituted, to be called respectively "The District of Brockmoor," "The District of Quarry-bank," and "The District of Pensnett;" respecting the parish of Ecclesfield, in the county of York, where the new district is to be named "The District of Chapeltown;" respecting the parish of St. Mary-the-Virgin, in Nottingham, where the new district is to be named "The District of St. John the Baptist;" respecting the parish of St. Peter, in the city of Worcester, where the new district is to be named "The District of St. Paul;" respecting the parishes of Rowley Regis, in the county of Stafford, and St. John the Baptist, in the city of Coventry, where the new districts are to be named respectively, "The District of Reddal-hill," and "The District of St. Thomas;" and respecting the parish of Aberystwith, in the county of Monmouth, where the new district is to be named "The District of Nant-y-glo."

Registrars of the Court of Bankruptcy.—On the 11th of October next the salaries of the registrars of the Court of Bankruptcy will be increased, under the Act passed on the 9th ult. At the present period the two chief registrars have each 1,000*l.* a year, and the deputy-registrars (who are now styled "Registrars") 800*l.* and the country registrars 700*l.* It appears that there are certain fees attached to these offices, which are to be accounted for from the day mentioned, and the salaries in future to be 1,200*l.* to the two chief registrars, 1,000*l.* to each of the other registrars, and 800*l.* to those in the country districts.

The Great Will Case.—We hear that the Corporation of the city of Gloucester have arranged to abandon their suit in the case of their extensive claims on the estate of the late Mr. James Wood, of Gloucester, and that the settlement of this long-pending suit is likely to take a most unexpected turn. It is reported very confidently that the real will or codicil, properly attested, is at length forthcoming; and that a family in Worcestershire, of humble respectability, are likely, as heirs-at-law, to become possessed of Mr. Wood's enormous wealth.—*Sun.*

Comparative Population of Great Britain and France.—The *Revue Britannique* published some time back a tabular comparison of the population of France with that of Great Britain (not including Ireland), which at the present moment is not unworthy of attention. The calculations were made up from the latest census of each country respectively. Such towns only as had a population of 15,000 were inserted, the presumption being that there were few places where manufactures were carried on to any extent which have a less number of inhabitants. The results shew that in Great Britain there are 70 towns with a population of upwards of 15,000 souls, and in France only 61 towns. The comparison is not favourable to France, except when the numbers are under 30,000; but at that point stop the great seats of manufacture and commerce. The population of London is set down at 1,621,034; Manchester, 270,961; Glasgow, 202,426; Liverpool, 185,175; Edinburgh, 162,156; Birmingham, 146,986; Leeds, 123,393; Halifax, 109,899; Bristol, 103,886; Sheffield, 91,962. These ten towns belong to the first class in point of population. Taking an equal number of first-rate towns in France, the population bears no relative proportion. Paris, 874,338; Marseilles, 145,115; Lyons, 133,715; Bordeaux, 109,467; Rouen, 88,086; Nantes, 87,162; Lille, 69,073; Toulouse, 59,630; Strasburg, 49,712; Amiens, 45,001. Hence it appears that the population of these ten principal English towns amounts to 2,720,478 souls, whilst the ten principal towns of France shew a population of only 1,561,298, souls.

Battersea New Park.—The Commissioners of Woods and Forests have determined, it is said, upon purchasing Battersea-marsh and fields, a tract of land upwards of 200 acres in extent, and making a public park of the same, and which is intended to be adorned with lakes, serpentine walks, shrubberies, &c. In addition to which there will be a splendid carriage-drive along the margin of the Thames from Vauxhall to Battersea-bridge. An eminent builder has been directed to furnish the plans, and as soon as these are completed an application will be made to Parliament.

Canadian Flour and Wheat.—It appears from the statements of the exports from Canada up to the 9th of August in the past and the present year, that the quantity of flour exported had increased from about 50,000 barrels to upwards of 307,000, and the quantity of wheat from a little more than 15,000 bushels to upwards of 237,000. This has occurred in spite of unusually high freights and of a declining market in this country; and although the losses on the recent importations have fallen very heavy on the importers, the production of wheat on the banks of the St. Lawrence and the shores of the lakes is increasing so rapidly, that a constantly increasing supply must find its way to the English market. The harvest of the present year is one of the finest ever gathered in America.

CORRESPONDENCE.

CAPITAL PUNISHMENT.

TO THE EDITOR OF THE LAW TIMES.

Sir,—If space will permit, and your readers are not weary of the subject, I will add a few "more last words" to what I have already sent you.

It should be borne in mind, that my primary design has been to protest against its being understood that the Legal Profession, as a body, have come to the conclusion that capital punishment is "forbidden by reason, and inconsistent with Christianity." And I have attempted to shew that the authority of the Old Testament is unquestionably with me; while the New, if it does not, *in such express terms,* sanction capital punishments (and how should it, when it never treats of civil government except incidentally?), yet, *at least,* leaves the authority of the Old Testament unweakened; and, moreover, that Christ's ministers, in evangelizing the nations, never taught that the execution of criminals was opposed to the spirit of Christianity. But Mr. Durrant replies, "It was the apostles' duty to spread the principles of *Christian charity,* to produce in due season a harvest of practical and universal results," and among them the abolition of capital punishment. In this I fully concur; for when Christianity has prevailed to make men live in love, capital punishment will die of itself—but *not till then.* The spirit of Christianity is opposed, not to punishment, but to *crime; with that* it proclaims eternal war. The arguments of my opponents, drawn from their notions of the spirit of Christianity, may be pointed with equal force against the infliction of the terrible sentence to be pronounced at the final judgment.

Considering, in the next place, that in appealing to the authority of Reason, the sages of antiquity might be deemed the fairest expounders of her mind, I averred that they all with one consent doomed the murderer to death. This Mr. Durrant denies; and he adduces some facts. (See his letter, p. 423.) Herodotus relates (ii. 137), from the traditions he gathered from the priests of Egypt, that in the reign of Anysis, a blind sovereign, that country was invaded by Sabacus, king of Ethiopia, who drove out Anysis, and reigned in his stead fifty years; during which period he suffered no criminal to be put to death, but employed them on works for the embellishment and defence of his cities. From the fact of his taking advantage of the circumstances of his unfortunate and less powerful neighbour, and from the act ascribed to him in chap. 152, it is at least as likely that he was influenced by views of self-aggrandisement as by tenderness for human life. We may all join with Herodotus in commending the humanity of the ancient Persians, who would not suffer a man's life to be taken away for the first offence (it is not said for the first *murder* or other deadly crime); but the question at issue is, whether, under *any,* the most aggravating circumstances, a man's life should be taken away. It is plain what would be the answer of the ancient Persians. The abolition of capital punishment in the time of the Roman republic was the consequence of their fear of kingly tyranny, under which they had groaned: its benefit extended neither to slaves nor foreigners, nor (in reality) to *great offenders,* as I shall presently shew. The practice of the Germans, Anglo-Saxons, and others, in allowing a fine to be paid to the kindred of the party slain, only shews their low estimate of human life. "This custom," observes Sir Matthew Hale, in his Pleas of the Crown, c. 1, "continued long, even to the time of Henry I. here in England; but shortly after grew obsolete, as too much contradictory to the Divine law." And his commentator observes on this passage, that it appears from the same laws (Wilkins's Leges Anglo-Sax. p. 267), that a malicious murder, by poison or the like, was so deadly a crime as not to admit of such a satisfaction,—"factum mortiferum nullo modo redimendum." I therefore maintain that Mr. D. has not proved me mistaken on my second point. But as he has failed to cite any case in point, I will furnish him with one, and give him all the benefit of it. The Princess Anna Comnena (the historian) had conspired against the life of her brother, the Emperor John Comnenus. "Her life," we read, "was spared, and the reproach or complaint of an injured brother was the only chastisement of the guilty princess. After this example of clemency, the remainder of his reign was never disturbed by conspiracy or rebellion: feared by his nobles, beloved by his people, John was never reduced to the painful necessity of punishing, or even of pardoning, his personal enemies. During his government of twenty-five years, the penalty of death was abolished in the Roman empire; a law of mercy most delightful to the humane theorist, but of which the practice, in a large and vicious community, is seldom consistent with the public safety." (Gibbon's Decline and Fall, &c. c. xlviii.)

Any remark of mine on Mr. Durrant's treatment of my harmless quotation from Ovid would be as idle as is his critique.

I do not see the use of his long tirade against the severity of former days, when no one attempts to justify it; nor of his collecting so many texts of scripture inculcating forgiveness, as if *revenge* were the operating principle of our criminal law; nor of what he says of the *mode* of executing, which does not affect the present question. And here I would complain of the unfair and uncourteous manner in which he imputes wrong motives to those who differ from him. Does he mean to claim to himself, and those who think with him, a monopoly of all the benevolence in the land? Is it fair to pervert my words, and then stigmatize my sentiments as "savage?"

Mr. Durrant cites some passages from Cicero, but without referring to their place in his works. In his oration for Rabirius, I find him glorying in the privileges of a freeman—that he was not obnoxious to the horrible sentence—"I LICTOR: COLLIGA MANUS: CAPUT OBNUBITO: ARBORI INFELICI SUSPENDITO;" and I could easily imagine him adding such an oratorical flourish as that cited by Mr. D. But he is here speaking as an innocent man. Does he claim the same exemption for the guilty? In this very oration he is defending Rabirius, who was charged with slaying Saturninus, a seditious tribune, who, having raised commotions in which some lives were lost, had been put into confinement with his fellows until the senate should decide their fate. Meanwhile, a party of citizens, fearing they would escape through the intrigues of Marius, broke into the senate-hall and put them to death. This act Cicero glories in, declaring that if his client had been the immediate actor, which he was not, he would have merited a reward. "Utinam fecisset! non supplicium deprecarer, sed premium postularem." It is

clear that the high privilege alluded to was gloried in as a protection from the abuse of power, not as an immunity from merited punishment.

The same year furnishes a scene so much to the purpose, that I am tempted to introduce it. Cicero, who was then consul, had by his able measures frustrated the plans of Catiline, by seizing his accomplices, Lentulus, Cethegus, and others, before they could execute their diabolical project. Having summoned the senate, he bade them decide on the fate of the prisoners. Julius Cæsar cited the Porcian and Sempronian laws, which forbade the infliction of death on Roman citizens (and are so lauded by Cicero in the passage given by Mr. Durrant): wherefore he counselled that the prisoners should be imprisoned for life. Cicero was for severer measures. "If," said he, "the father of a family should spare a slave who had shed the blood of his children, who had murdered his wife, and set fire to his dwelling, how should such a father be considered?" Marcus Cato followed:—"Talk to me of mercy and pity!" said he; "of a truth, we have learned to call things by their wrong names: spare a few wretches, and let the good be their victims! In former days, Titus Manlius doomed his son to death for commencing a battle without orders; and do you hesitate what to do with these barbarous parricides?" He then glanced at what Cæsar had urged, that perpetual imprisonment was a severer punishment than death, which terminated men's sufferings, leaving them nothing to fear or hope for; and alluded (though, I admit, leaving it doubtful which way he himself inclined) to the popular belief as to the dwellings reserved for the wicked—"*loca tetra, inculta, fœda, atque formidolosa*"—language vividly descriptive of a state of misery, the consideration of which my opponents seem to consider as altogether a new ingredient in that which should influence the judgment of Christians in this matter. He concluded by giving it as his opinion that the prisoners should be secured by immediate death from ever again disturbing the commonwealth by their machinations. The senate decided accordingly, and the consul (Cicero) carried the sentence into speedy effect.

With respect to the *positive obligation* of the general precept to Noah, who stood as the representative of all mankind, and the *weight* which the Mosaic criminal law should have as *a perfect pattern*, I am happy to be able to shelter myself under the authority of Sir Matthew Hale, whose venerable name, whether as a Christian, a lawyer, or a gentleman, should check the indecent language of my opponents, who presume too much on the forbearance of your readers when they stigmatize those who differ from them, including the good and wise of all ages, as "advocates of judicial slaughter," &c. "Although," says he, "the penalties instituted by God himself among his ancient people upon the breach of their laws were with the highest wisdom fitted to that state, and *all laws and instituted punishments should come up as near to that pattern as may be*, yet, as to the degrees and kinds of punishments of offences *in foro civili vel judiciario*, they are not obliging to all other kingdoms or states; but all states, as well Christian as heathen, have varied from them." (Pleas of the Crown, c. 1.) And a little further on, "Penalties, therefore, seem to be *juris positivi, et non naturalis*, as to their degrees and applications; and, therefore, in different ages and states, have been set higher or lower according to the exigence of the state and wisdom of the lawgiver. Only in the case of *murder* there seems to be a justice of retaliation; if not *ex lege naturali*, yet, at least, *by a general divine law given to all mankind*. (Gen. ix. 6.) And although I do not deny that the supreme King of the world may remit the severity of the punishment, as he did to Cain, yea, and His substitutes, sovereign princes, may also defer or remit that punishment, or make a commutation of it on great and weighty circumstances, yet such instances should be very rare and upon great occasions."

What I have said on the subject of the Mosaic law must not be so understood as if it was a perfect model for all states to follow, without regard to the difference of their constitutions; a wider scope being given to the civil power under the Jewish polity than is usually conceded under modern constitutions. All I meant to assert was, that *in pari materiâ*, where their limits coincide, legislators would do well to adhere closely to the divine exemplar; though I admit, and have nowhere asserted the contrary, that it is not of positive obligation. I would here observe that the punishment for *theft* by the Mosaic law was not *death*, as Mr. Durrant seems to suppose in his second letter, but restitution and a moderate fine, except only in the case of *man*-stealing. And, not to trespass too much on your space, I will leave Mr. D. to enjoy his own opinions on the cause of so much of the Jewish law falling into desuetude, merely expressing my surprise at his apparent ignorance of the fact that the moral *feeling* becomes dulled by indulgence in sin, though undoubtedly the consciousness of guilt may remain. A severe law against adultery must become a dead letter where those who should carry it into effect are themselves habitually guilty in that respect. And I would here ask, what have I said from which it can be inferred that I admit that "the Divine Founder of Christianity approved of the accommodation of the law to changed circumstances?"

The law of Moses being the only code among the Jews expressly given for observance "throughout their generations," in all their stages of civilization, it may not be said that it was only adapted to the barbarous state consequent on their long oppression in Egypt. Were it so, it would be misleading mankind that Christians retain it as part of the sacred volume. But the truth is, that in every people, whether civilized or not, there has been, is, and will be, until the healing spirit of Christianity shall have done its work, a numerous class as debased as the bondmen in Egypt; and your correspondent, Mr. Slack, allows that "the laws of Moses, acting violently on the fears of a barbarian people, would restrain them from committing such outrages as from their moral degradation they were prone to commit," thus conceding the whole question.

The existence of such a degraded class in this country is beyond dispute, and calls loudly for the best attention of the Legislature. To erect penitentiaries and fill them with wretched beings who cannot with safety to the public be allowed their liberty, in hope of reclaiming them, while no preventive measures are adopted to save those who are treading the same downward path, is like attempting to infuse life into the withered and dying branches of a tree *at the extremities*, while nourishment is withheld from *the root*. The labour will grow on our hands, while we shall probably fail in each case; whereas a more judicious course would secure a rich harvest in return for all the labour bestowed. We all belong to the great social tree, and may not look on the suffering members as those who are merely entitled to a little pity. It is we ourselves who are suffering: it is *the body* that is diseased, though, as yet, it appears only in the extremities. The causes of crime are often very remote from the spot where the evil breaks out. The remedy is allowed to be *a moral and religious education*, which a paternal Government should place within reach of the whole community. We may also as individuals do much by taking care not to originate or transmit into the social system any thing pernicious. A man, by an act of selfishness, may be the guilty cause of *theft* in another, whereas an act of charity may preserve numbers from misery and crime. We have the poor always with us, and whenever we will we may do them service, and thus indirectly benefit the commonwealth. It is in this direction that I would have men's minds turned; and I have so high an opinion of the good sense of my countrymen as to believe that they will readily be led to what is practicable and reasonable, while they turn a deaf ear to theories, whose tendency is, at best, questionable, if not positively mischievous.

I am, Sir, your obedient servant,
WILLIAM GILES.

Frome, Sept. 11, 1844.

[We have received several other communications on this subject, which, however, do not contain much additional argument on either side. We think also that it has already occupied so much space in our columns, that with the present letter the discussion must conclude.—ED. LAW T.]

AGREEMENT STAMPS,

Under 7 & 8 Vict. c. 21.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Your correspondent, "A Subscriber," inquires, what duty attaches on an agreement containing *twenty-five* folios? and I would simply answer 1*l*. 15*s*. assuming such agreement to be under hand only, and the matter thereof above the value of 20*l*.; but, conceiving that something more may be expected, I will shortly state the grounds on which such answer is founded.

By the 55 Geo. 3, c. 184, schedule, part 1, a duty of 1*l*. was imposed on agreements under hand, containing not more than fifteen common law folios; 1*l*. 15*s*. if more than fifteen folios; and a progressive duty of 1*l*. 5*s*. for every entire fifteen folios above the first. The recent Act of Victoria recites the expediency of reducing the duty on *certain* agreements, and repeals the provisions in the former Acts imposing duty on such agreements, &c. as are *particularly described in the schedule* thereto; and in lieu thereof imposes a duty of 2*s*. 6*d*. On reference to the schedule it will appear that an *agreement*, &c. whereon a duty of 1*l*. was imposed by the former Acts is the *only instrument* upon which the recent Act operates; and I think that any doubt your correspondent may entertain will subside on a careful perusal of the clause bearing upon the subject, and reference to the schedule annexed.

Had the Legislature intended to abolish the higher duty, the repeal of the provisions in the old Acts would have been, as affecting agreements, general and absolute; but I assume, from the careful and qualified language of the operative clause, which mentions *certain* agreements, &c. and refers to the schedule for a *particular* description, that it was intended to operate *only in agreements not* exceeding fifteen folios; and as the law now stands, there is nothing sufficiently strong to authorize the omission of the higher duty.

I imagine that the *ambiguity* of the Act is induced by the anxiety of the Profession to see the duty reduced, by which the judgment is somewhat influenced, rather than from any doubt that can arise on a fair construction of the language used, which clearly defines the instruments on which the Act is intended to operate, but appears objectionable to some practitioners, inasmuch as it possesses the usual *negative quality* of *not enumerating* the instruments which it was *not intended* to affect.

I shall be glad if any of your correspondents will give me reason to correct my opinion.

I am, &c.
A MANAGING CLERK.

Southton, Sept. 19, 1844.

STAMPS ON AGREEMENTS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—It seems to me that agreements containing more than fifteen folios are still subject to the duties imposed by the 55 Geo. 3, c. 184, and are not touched by the 7 Vict. c. 21.

The preamble in the 1st section of the last-mentioned Act states that it is expedient to reduce the stamp duties, not on agreements generally, but on certain agreements; and the section goes on to repeal the duties on the agreements, &c. *described in the schedule thereto annexed*.

On reference to this schedule, it will be seen that the *only* agreement there described is that which by the 55 Geo. 3 is made "chargeable with the duty of one pound," viz. an agreement which "shall not contain more than 1,080 words."

I therefore think that all other descriptions of agreements are subject to the old duties, and consequently that "*A Subscriber*" should affix a 1*l*. 15*s*. stamp to his agreement of twenty-five folios.

Your most obedient servant,

Gloucester, Sept. 17, 1844. ONE, &c.

ATTORNEYS' CLERKS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I see by your last that "A Solicitor's Managing Clerk" wishes the question whether he can be allowed to act as an advocate to be settled. The reading of the clause in the late Act, which allows only barristers and certificated attorneys so to practise, would set the question at rest in a moment.

The station of a barrister and attorney, answerable to a summary inquiry by inns of court and by the several courts of law, and further answerable to the opinion of their fellow practitioners and to the public, gives a guarantee for honourable practice in open court, which the station of a managing clerk, not himself an attorney, does not afford. No one ever dreamed of the managing clerk of a barrister offering himself as an advocate. If clerks were allowed to practise, agents, accountants, and all that class would step in under the name of clerks.

It does unfortunately happen that, nine times out of ten, when any thing oppressive, or unfair, or ungentlemanly, has been transacted in an office, it has been by the clerk. There is a probability of an action being settled,—the clerk, anxious for his master's pocket, pushes on the proceedings at a railroad pace, and the business having been performed, of course it must be paid for. A remonstrance is made to the respectable principal: "I leave all these matters to my clerk," is his answer, and there the matter ends.

The absence or illness of a principal may allow of the violation of the rule in permitting a *bonâ fide* managing clerk occasionally acting for his principal, and no fair man could object to this.

September 16, 1844. A SOLICITOR.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Your correspondent, Mr. Lott, is, I am sorry to say, not the only solicitor who has cause to complain of the difficulty oftentimes experienced by professional men in obtaining that immediate admittance to courts of justice which they are entitled to. Barristers find no such obstructions; and why is this? because they array themselves in "wigs and gowns" when engaged in their duties.

Might not the inconvenience above referred to be in some measure obviated by attorneys having recourse to their former practice of wearing gowns when professionally engaged in the courts? Surely such would at once be a sufficient indication to the officials offering any interruption of the wearer's right to admission.

I am, Sir, your most obedient servant,
AN ATTORNEY.

Dorchester, Sept. 16, 1844.

SELECTIONS FROM CORRESPONDENCE.

A B asks, "Will any of your readers inform A B whether an unqualified person—an auctioneer, for instance—is legally entitled to prepare an agreement

between parties, provided he makes no charge for doing so? This is done to a great extent in the country, and the meaning of making no charge is, that of receiving a recompense, 'not in malt but in meal,' that is, making a larger charge than would otherwise be made for some other item."

To Readers and Correspondents.

PLAIN AND GAIN.—*We agree with our correspondent, that much might be done by way of curtailment; but we do not think that a discussion in our columns would tend to such a result.*

AN ARTICLED CLERK (Oswestry).—*The knowledge of the general principles of Contingent Remainders will still be essential, and much also of the details of that branch of Conveyancing Law.*

INGULPHUS.—*We are obliged by his communication. Will he favour us confidentially with his name?*

DEMOSTHENES.—*The price of the book is 2s.*

A SOLICITOR (Hales Owen).—*We refer our correspondent to our observations at the end Mr. Giles's letter.*

The defence of the Hebrews from the charge of being barbarous, is good, but does not, as it seems to us, materially affect the question.

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THE LAW. TIMES.

SATURDAY, SEPTEMBER 21, 1844.

WEEKLY HALF-HOLIDAY.

BELIEVING that the happiness and welfare of a country depend much more upon the indirect and often unheeded influences that affect the daily workings of the social system, we rejoice at the increasing signs that these influences are becoming more and more important in the eyes of our countrymen, both in Parliament and out of Parliament. As we are preeminently a business people, lovers of facts, and as questions of the nature we are now attending to cannot find a place in the strict sciences of political economy, it becomes more incumbent upon those who have had their attention turned to them to exert themselves in every way to widen the circle of active inquirers into the defects of our social system, which lurk beneath the shadow of our wealth and greatness, and are sometimes considered as necessary consequences, rather than as evils which can be combated and overcome. Among these defects, or rather among the positive vices of our present system, is to be ranked the increased amount of labour imposed upon all classes of people engaged in business. We are not blind to the causes that are commonly assigned for this; but we affirm with confidence, that thoughtlessness has been the main reason. How much was done by the Legislature to remedy an analogous evil in the factories as soon as they began really to *think* on the subject! Already the endeavours of the Drapers' Association to lessen the hours of attendance in their shops in the metropolis has produced much benefit. In many country towns the shops are, by agreement, closed earlier. In London—even the busiest of all the busy places—the resort of the most eager seekers after wealth, the Stock Exchange—closes an hour sooner than formerly; and we are rejoiced to see that a most praiseworthy commencement has been made in the legal Profession:—

"At a meeting of the Leeds Law Society held on Friday, 30th August, 1844, it was resolved,—'That, as an experiment for six months, it be recommended to the members of our Profession in the borough of Leeds to close their offices every Saturday at two o'clock, commencing on Saturday 7th September next; upon the distinct understanding that the clerks do not go to dinner till that hour, and that this arrangement shall in no respect excuse the attendance or duties of the clerks in cases of emergency on any Saturday in like manner as upon any other day.'"

We know that this step was the result of mature deliberation. The question was mooted some months ago. It was then thought desirable, and its practicability was alone the subject of doubt. The operation of a somewhat similar system in Manchester, Liverpool, and Newcastle was examined, and the experiment at length resolved to be made. The secretary to the society informs us that, "so far as the experiment has yet been tried, I believe its success has fully equalled, if not exceeded, the expectations of its promoters."

We sincerely hope that it will be as permanent as we are satisfied it will be useful. We congratulate the whole Profession on this recognition of the rights of the employed, and the duty of the employer. Mere money payment should not be the only bond between the two classes, but mutual consideration for each other's welfare, a mutual desire to render life more worth living for, by lessening the physical fatigue of obtaining the means of life, and increasing the means of cultivating the other powers of body and mind, without which man loses half his worth and usefulness. We trust that the example thus set will be followed throughout the kingdom. It cannot literally be followed, we well know, but the *principle* can be adopted everywhere. In most country towns, for instance, Saturday is the market-day, and, consequently, the busiest day, as being the only one when a great number of clients can attend without serious inconvenience to themselves. But it would not be difficult to arrange that some other day should be devoted to relaxation. In London, again, we fear that the centralization of business, and the unavoidable variation in its amount, the whole arrangement of the courts, and many other circumstances, will entirely prevent the adoption of any such plan. But the knowledge that it has been adopted in the country will lead many to think more how to compensate for this by permitting an earlier departure from the office as often as circumstances may permit. We are well aware that numbers already shew great kindness and consideration towards their clerks in this respect, and those who are at all negligent of this duty are so because they have not thought of its importance. We are expressing trite and commonplace thoughts, and referring to commonplace principles; but the greatest and most useful principles are necessarily commonplace, for they are those which should influence our every-day life. In conclusion, if it be not thought by our readers *sermoni propriora*—that is, as Charles Lamb has it, "properer for a sermon"—we would say, that the clerks for whose especial advantage this relaxation of labour is advocated must shew that they can appreciate the motives of their employers, by using it in such a way as to give cause to no single regret to themselves or others, that they were not, as before, kept close to the desk until the stated time had arrived.

VERULAM SOCIETY.

THE Third Part of Bittleston and Symons's Reports of Magistrates' Cases will be issued to the subscribers in the beginning of the week.

The following new members have been enrolled since our last:—

Brooks and Merton, Messrs. Margate.
Barker, Jas. L. North Shields, Tynemouth.

LECTURES ON MEDICAL JURISPRUDENCE.

By ALFRED S. TAYLOR.

Delivered at Guy's Hospital, 1844.

LECTURE II.

Now, in commencing the subject of poisoning, let us first consider what is understood by the term poison. It may be said to mean *a substance which, when taken internally, is capable of destroying life without acting mechanically on the system;* and by this definition, you see, we exclude a variety of substances which might destroy life by a simple mechanical operation. It has been objected, that this definition does not sufficiently include animal poisons, such as that of the rattlesnake, of hydrophobia, and others of a similar kind; but as the application of this definition will rest upon the good sense of the medical jurist, the objection is, practically speaking, unimportant. The term poison has been restricted to those substances capable of destroying life when administered in small quantities, such as prussic acid and strichnia; but this is incorrect, because for many poisons to prove fatal they must be administered in large doses, and no two bodies are exactly alike in this respect. Oxalic acid is a poison, but it is doubtful whether an adult person would die from the effects of 120 grains of this substance; the smallest dose that has yet destroyed life is 240 grains, or half an ounce: that is a dose, you will see, compared with strichnia, enormously large, for half a grain of strichnia will destroy life. Yet is impossible, on account of this difference, to exclude oxalic acid from the class of poisons. Whatever may be the substance, it is not its quality, but its effects, to which a medical jurist must direct his attention. The mode of action of poisons is more interesting to the pathologist than the medical jurist. No doubt many poisonous substances, when absorbed, are carried to all parts of the body, and the chemical experiments, as they have been conducted of late years, have led to the detection of them in the blood and the secretions. Thus, arsenic and antimony have been detected in every part of the system, and many substances supposed not to be absorbed have been discovered to be so. The following table will illustrate this:—

Substances hitherto discovered in the

Blood.	Secretions.	Organs.
Arsenic	Arsenic	Arsenic
Antimony	Antimony	Antimony
Copper	Lead	Copper
Lead	Nitrate of Potash	Alcohol
Iron	Iodide of Potassium	
Barytes		
Silver		
Nitrate of Potash		
Ferrocyanate of Potash		
Iodine		
Iodide of Potassium		

Mercury has not been added to this list, because I have not met with any satisfactory instance in which it has been found in the blood, secretions, or organs of a person who has been poisoned by corrosive sublimate, or other mercurial preparations.

In what way poisons operate on the body to destroy life, it is not our business to inquire; their detection in the blood does not assist us in settling this question, nor does the tracing of them further into the body throw any light upon it. Their chemical action is manifested by sympathy or by a nervous shock, *i. e.* an impression on the nerves transmitted by sympathy to the brain; in some cases, directly, as in the case of prussic acid, which, when taken, kills with almost the rapidity of lightning. Here we can only describe the effects to be due to nervous sympathy—an impression produced on the extremity of the nerves of one part of the body fatally affecting the brain and nervous system in another part of the body. In most cases arsenic gives rise to violent inflammation of the stomach and intestines; but this appears insufficient to account for death in all cases, although there is no doubt that arsenic may be the cause of death, by producing local changes in the system from its irritant properties.

Habit and *idiosyncrasy* are terms frequently employed to explain certain states of the system. By *habit* we are to consider that state of the system in which a person may take with impunity a certain quantity of poison, which, if taken even in a smaller quantity in the first instance, would undoubtedly kill him; so that, as a result of habit, the effect of the poison becomes reduced, and it requires to be taken in a larger dose: this property has never been observed with respect to arsenic, corrosive sublimate, or such like mineral substances. So little

does the system become accustomed to the effects of these powerful bodies even in the minutest doses in which they could be given, that a slight increase in quantity in their medicinal use has been found to produce alarming symptoms.

There is what has been called an accumulative power in poisons—a power of accumulating in the system; and by this we are to understand that condition in which a substance given in small doses produces, even without any increase of the dose, serious symptoms. This has been observed in cases of poisoning by opium, and it is a matter of great importance to know this, as many, not aware of it, may be led into the great error of supposing that the last dose only must have been the cause of death. Foxglove, or digitalis, has been found to possess this property, and death has been known to have occurred from the accumulating power of this substance when used as a medicine. I may mention an instance in which a child was thus killed by opium: four medical witnesses gave it as their opinion that opium was the cause of the death of the child, but this was denied by the party inculpated, from the fact that a dose large enough to kill the child had not been given to it at any one time. This fact is an important one to know, as it has a very extensive bearing upon the proper administration of drugs; but in most cases of criminal poisoning the dose is a large one.

Now, what is to be understood by the term *idiosyncrasy?* It is that peculiar condition of the system whereby a substance, not commonly called poisonous, appears to act as such. Some varieties of animal food, shell-fish and muscles, are observed to give rise to these effects in some constitutions, and it is a remarkable fact, that out of several persons partaking of the same food at the same time, some have been observed to suffer and others not to be at all affected; this has given rise to a suspicion of poisoning, but the real facts have appeared on investigation. Persons, too, may suffer from the effects of food of which at some previous time they may have partaken with perfect impunity. This has been observed with regard to pork; cases have occurred where an individual has been suddenly taken ill after having taken this kind of food, although he had eaten it previously without any injurious consequences. It has been supposed that some change has taken place in the food and not in the constitution, but on examining the food it has not been found to have undergone any change, and, moreover, it has been eaten by other persons at the same time without producing in them any particular effect: we may, therefore, conclude that the change has taken place in the individual. There is in all children, and many adult persons, a peculiar idiosyncrasy with respect to opium. A child has been killed by two drops of tincture of opium, containing one-tenth of a grain, or the one-two-hundredth of a grain of morphia.

I have had communicated to me an instance of a lady having lost her life by taking five grains of Dover's powder, containing only half a grain of opium. It may be said such cases are exceptional, and prove nothing. It is true that in ordinary practice they will not apply; but we find in medical jurisprudence exceptional cases are often of the highest importance, because they are the foundation of many very serious legal doubts. The practical question is, can we determine *a priori* in what constitutions this idiosyncrasy exists? And here we see much must be left to the medical practitioner, for when we find that doses considered comparatively harmless may operate fatally upon particular constitutions, it is incumbent upon us to exercise great caution in investigating cases of death among infants from the administration of Godfrey's cordial, and other quack medicines which contain a large proportion of opium. Every professional man is presumed to be well acquainted with the fact that even small doses of opium will cause the death of a child, and therefore if he administers medicines of this nature incautiously, the responsibility justly rests upon him.

It is not merely with regard to opium that this idiosyncrasy exists, but the same results have followed the use of calomel, and blue pill, and it has been observed that a fatal salivation has ensued from a quantity of mercury which had been generally taken without producing the least effect. It is necessary that witnesses should be aware of these facts, because a prisoner may rest his defence upon the fact that the quantity of poison alleged to have been administered was too small to destroy life, and that death must therefore have been owing to some other cause.

We have now to speak of the classification of poisons. For the convenience of study, the poisons of which we shall have to treat have been grouped together, or classified, and experience has shewn us that that which is the most simple is the best. The classification now generally adopted was first proposed by Orfila, and simplified by Dr. Christison. This arrangement is founded upon the effects produced by various poisons on the human system; it is not dependent upon the nature of the poison. The poisons are, therefore, not now, as formerly, arranged according to the kingdom from which they were derived—namely, the mineral, animal, and vegetable kingdoms; but they are divided into three great classes, according to their mode of action on the human system—namely, *irritants*, *narcotics*, and *narcotico-irritants*. The class of irritants is, for convenience, subdivided into two orders—NON-METALLICS and METALLICS; this division is of a chemical nature, and assists greatly in the analysis of poisons; with regard to *narcotics* and *narcotico-irritants*, no subdivisions are required.

In considering these classes, we will take first the *irritants*: they are so called because they inflame and irritate the alimentary canal, and give rise to purging and vomiting, accompanied by a burning pain in the stomach and bowels. Some irritant poisons, besides irritating and inflaming the alimentary canal, have the power of corroding, or producing a chemical destruction of the parts with which they come into contact: these are termed *corrosive*, and consist of the mineral acids, caustic alkalies, corrosive sublimate, nitrate of silver, and others. Their action is much impaired by dilution with water: thus nitrate of silver and corrosive sublimate lose much of their corrosive properties when diluted with water. All corrosive poisons are capable of acting as irritants, without exception; but we cannot say that purely irritant poisons act as corrosives. Among the pure irritants may be mentioned white arsenic, the salts of baryte—the carbonate and the nitrate—chloride of barium, and cantharides, which last-mentioned substance is the most striking instance of the class of irritants. They merely irritate the part with which they come into contact, and are entirely destitute of any chemical action on the organic tissues. It is customary to speak of irritants and corrosives as the same bodies, but there is a perfect distinction between them. The essential character of a corrosive poison is, that it acts chemically on all animal matter, whether living or dead, and whether it be introduced into the living stomach, or poured upon the dead body, there is the same action. This action may be controlled by life, but never entirely suspended. Oil of vitriol carbonizes equally the living and the dead stomach; the same change is effected; but in the living stomach its corrosive power is lessened by the mucus of the stomach, and its irritant action is then more manifest in the surrounding parts, but it is not readily seen unless we separate the *rugæ* of the stomach. The action of a corrosive is also accompanied by intense inflammation of the surrounding parts. Irritants have no chemical action on the animal tissues; they produce no physical change whatever, and do not operate chemically, but simply by exciting the living parts and producing irritation. In this respect arsenic might be regarded as an irritant, and not as a corrosive. We find, on many trials for poisoning, that witnesses are asked the question, "Is not arsenic corrosive?" the answer should be, undoubtedly, that it is not. On examining the stomachs of many persons who have been poisoned by arsenic, I have never observed any chemical action, and if parts had been removed or destroyed, this was owing to ulceration, and not to corrosion. With regard to the dead stomach, I never found any effect produced by arsenic upon it. This is the opinion of Dr. Christison, and it is admitted by all toxicologists.

It is necessary to make a distinction between the effect of *irritant* and *corrosive* poisons, to indicate the course of treatment. The symptoms of corrosive poisons come on immediately, the substances producing a chemical action on the mouth and fauces. The action of the purely irritant poisons is more slowly manifested; the symptoms do not often happen for half an hour. We may, therefore, by attending to this point, distinguish in a case of poisoning between arsenic and corrosive sublimate, and the circumstance to be noticed is, that as the action of corrosives is of a chemical nature, an examination of the mouth and fauces will enable us to tell whether such a poison has been swallowed or not. In that way we can detect poisoning by the mineral acids.

With regard to the second class, the narcotic poisons, they act on the brain and the nervous system, producing cephalalgia, vertigo, paralysis, coma, and sometimes tetanus. They have no action on the alimentary canal, and do not produce either vomiting or purging, neither do they irritate or inflame the abdominal viscera. One apparent exception to this remark exists in the case of tincture of laudanum, or opium, but we must remember that it is probably the alcohol which irritates, and not the opium. There is a case recorded by Dr. Hodgkin in which the symptoms resembled poisoning by prussic acid; the particulars of the case are not well known; there was a great redness of the stomach, which is not a common effect of prussic acid, and it may have happened here that some other substance, such as brandy, was taken at the time. It is proper to observe that some irritants produce effects similar to those produced by some narcotics, causing stupor, coma, and convulsions. These symptoms have been witnessed in cases of poisoning by oxalic acid. The pure narcotic poisons belong entirely to the vegetable kingdom, and are very few in number.

The third class, *narcotico-irritants*, derive their name from the circumstance of their having a compound action, producing effects of a mixed kind. They irritate and inflame the alimentary canal, and act on the brain and nervous system like narcotics. They all belong to the vegetable kingdom, and among them may be mentioned strychnia, brucia, conium, and nux vomica. Strychnia is a most energetic poison. The effects of these poisons are manifested on the spinal marrow, producing something like tetanus, with convulsions. In poisoning by nux vomica persons retain their senses to the last moment of life; the body being drawn up and rigid; the muscles of the chest and thorax in a state of spasmodic fixture. The fact that the senses are retained to the last shews that the influence of the poison is not on the brain.

One of the greatest difficulties a medical practitioner has to encounter in conducting a case of poisoning is to know what points to observe, because, at the trial which subsequently takes place, questions are directed by the counsel to points which the witness may have overlooked or considered trivial and unimportant. In a case of poisoning, we must remember that our object is not only to save the life of the individual, but also, in the event of a crime having been perpetrated, to give such clear and indisputable evidence as will throw the guilt upon the perpetrator. The rules derived from the examination of a large number of cases of criminal poisoning, which are necessary to be observed by a medical jurist in all cases of suspected poisoning are, first, with respect to the SYMPTOMS: 1st. The time of their occurrence, and their nature. 2nd. The exact period at which they were observed to take place after a meal, or after food or medicine had been taken. 3rd. The order of their occurrence. 4th. Whether there had been any remission or intermission, or continual aggravation until death. 5th. Whether the individual had laboured under any previous illness. 6th. Whether the symptoms were observed to recur more violently after taking particular meats or particular kinds of food. 7th. Whether the patient has vomited; the vomited matters, if any (especially those first ejected), to be procured; their colour noted, and their quantity, odour, and other properties. With regard to the quantity, this is really important, because it assists in determining at any future time the effect of a certain quantity of poison. 8th. Suppose none are to be procured, and the vomiting has taken place on the dress, furniture, or floor of the room, then cut off a portion of the clothing, sheet, or carpet, and reserve it for analysis; if the vomiting has taken place on a deal floor, a portion of the wood should be scraped or cut out. In a case of a female who had been poisoned by sulphuric acid, there was not the slightest trace of poison found in the stomach; but upon a careful examination of the bed and the various parts stained, and by distillation. the most complete evidence was produced, which bore out the inference previously formed. In another case of an animal poisoned by arsenic, no poison was found in the stomach, but a portion of the deal floor on which the animal was found was procured. This was tested, and the arsenic discovered in it. 9th. We should endeavour to ascertain the probable nature of the food or medicine last taken. 10th. Ascertain the nature of all the different articles of food used at the meal. 11th. Any suspected articles of food, as well as the vomited

matters, should be sealed up in a proper vessel and reserved for analysis. 12th. Note down in their own words all explanations voluntarily made by parties present, or who are supposed to be interested in the suspected poisoning. 13th. Ascertain whether more than one person partook of the food or the medicine; and if so, whether more than one person was affected, and how. 14th. Whether the same kind of food or medicine had been taken by the patient before with impunity. 15th. Suppose the person dies, then it will be necessary to ascertain the *exact* time of death, and thus to determine how long a period the person has survived after the first seizure. This affords an important means of judging of the nature of the poison taken, because poison kills at various periods. 16th. You should observe the attitude and position of the body. 17th. The state of the dress. 18th. All surrounding objects, such as bottles, paper packets, weapons, or spilled liquids lying about. 19th. Observe whether the vomiting (if any) has taken place when the individual was lying down or standing up; or whether it has occurred in a sitting posture. If the person have vomited in the erect or sitting posture, the front of the dress will commonly be found covered with the vomited matter; but if the person be lying down, the vomited matter will be merely about the mouth and neck, and not reaching down the person. That is a sort of loose criterion, but it may lead to important inferences. 20th. With regard to the post mortem appearances—note the external appearance of the body, whether the surface be livid or pallid. 21st. Also the state of the countenance. 22nd. Note the presence or absence of all marks of violence on the body, and of all marks of blood. 23rd. Observe the presence or absence of warmth or coldness in the legs, arms, abdomen, mouth, or axillæ. 24th. The presence of rigidity or cadaverous spasm in the body. Rigidity only occurs when the body is cold, and spasm may occur in the act of dying, and remain after death. We read of cases of suicide in which persons have been found grasping a razor firmly in the hand, the body being warm. This is not cadaverous rigidity, it is the persistance in the muscles after death of that state of spasmodic contraction produced in the last act by which they were exercised whilst living. 25th. If the body is found dead, we should endeavour to ascertain when the deceased was last seen alive, or known to have been alive. 26th. Notice, too, all circumstances which lead to suspicion of suicide or murder.

On inspection of the body, the first thing to attend to is the state of the abdominal viscera. 2nd. If the stomach and intestines be found inflamed, the seat of the inflammation should be exactly specified, and all marks of ulceration, effusion of blood, corrosion, or perforation. 3rd. The contents of the stomach should be collected in a clean vessel, the quality noted, and their colour, odour, and nature specified. 4th. The contents of the duodenum should be separately collected. 5th. Observe the state of the large intestines, especially the rectum, which is very often inflamed when other parts of the bowels are not. 6th. Then again, in these post mortem examinations, it is important to notice the state of the larynx, fauces, and œsophagus, whether there be in these parts any corrosion or inflammation. All corrosives act on this part of the body, whereas irritants, if we except cantharides, act only on the stomach. 7th. The state of the thoracic viscera and all morbid changes should be noted. 8th. The state of the brain should be carefully noticed.

With regard to cases of supposed poisoning, as, for instance, by arsenic, the blood should be collected from the vena cava and the heart, though, from my own observation, I have detected arsenic in the liver when it could not be detected in the blood.

Now, in pursuing our investigations with regard to poisoning, the next point for the medical jurist to inquire into is, what is the evidence of poisoning in the *living* body? This inquiry becomes necessary in every case—under all charges of administering poison with intent to murder, but from the effects of which the patient ultimately recovers. A knowledge of the symptoms in the living subject is also necessary where the person dies, because the evidence that may be obtained from post mortem appearance is most conclusive. At present, however, we will suppose the case to have been that poison has been taken, and the patient survives.

Some Toxicologists have laid down certain characters by which it is supposed symptoms of poisoning in the living body may be distinguished from those caused by disease. 1stly. Symptoms of poisoning appear suddenly when the individual is in good health. It is the common character of most poisons to produce serious symptoms immediately after they are taken, or within a very short time: Their action cannot be suspended, and then manifests itself after an indefinite period, although in the old works on Toxicology there are what are called slow poisons, which were supposed to be universally employed in the Middle Ages, under circumstances of great mystery; a dose being administered to an individual, which it was supposed would produce its effect a month, or at any other period, after it was taken. It is true the effects of a poison may be retarded, and then come on at a certain period, when the individual gradually languishes and dies; but to say that a person may take a dose of poison which is to produce no effect until a certain fixed period, and then it is to burst out and produce fatal results, is quite untrue. There is one apparent objection to this view in the case of accumulative poisons, which, in small divided doses, produce scarcely any perceptible effect on the system, but the individual dies from the accumulative power which these doses produce. Here the poison is frequently repeated, and this kind of poisoning is very rarely witnessed in criminal cases. There have been one or two such cases, but they have been more the result of accident. Where poison is taken, it is almost always in such doses as to cause the symptoms to appear suddenly, and to run through their course with great rapidity. In cases of poisoning by prussic acid, oxalic acid, or strychnia, the symptoms appear immediately, or within a very few minutes after the poison is swallowed; while those from arsenic and other irritant poisons, and, indeed, from all poisons generally, are manifested in from half an hour to an hour after the poison has been swallowed; they are very rarely protracted beyond an hour. It is said that some narcotico-irritant poisons, such as the poisonous mushrooms, may remain in the stomach twelve, fourteen, or sixteen hours before they produce their effects. This may be so; we do not know of there having been any narcotic poisons whose effects are so retarded; but doubtless there may occur some exceptions. This accumulative power does not exist in all poisons.

The following case occurred in 1835:—A woman aged sixty-five accused her husband, an old man of seventy, of having attempted to poison her. The woman was passionate, ill-tempered, eccentric in her habits, and subject to occasional attacks of hysteria. She handed to the authorities a vessel containing arsenic in coarse powder, and some food which she stated had been prepared for her by the prisoner. On analysis, the food was found to contain a large quantity of arsenic. The husband was immediately committed to prison. The wife left her bed, and was apparently quite well; and so she remained for eight days afterwards, no symptoms of poisoning having manifested themselves about her. She was then seized with a fit of mania, and was guilty of many extravagant acts. She died the following day; that is, *nine* days after she had accused her husband of having administered arsenic to her in her food. On a post mortem examination it was evident she had died from the effects of arsenic. The poison was found in large quantity in the alimentary canal, and there were the usual morbid changes in the stomach and intestines. The husband denied that he had administered poison to the deceased; and stated that his interest lay in preserving her life, because the property which they possessed would go to her representatives on her death. This denial would have availed him but little, had it not been for the careful medico-legal investigation of the whole case made by the medical witnesses. As the husband had been confined in prison eight days before the death of his wife, he could not have committed the crime imputed to him, unless he had administered the arsenic previous to his imprisonment. His guilt, under these circumstances, rested upon the testimony of the medical witnesses; and it became important, in order to bring the charge home to the husband, to decide whether this quantity could have been introduced into the body before the arrest of the husband. The two medical witnesses, well acquainted with the subject of poisoning, answered the question decidedly in the negative, and the husband was set at liberty. On considering this subject, we cannot but agree with the decision of the medical witnesses; for from the time of the accusation no symptoms of poisoning by arsenic manifested themselves in the deceased until a period of eight days, during the whole of which time the husband was in prison.

Now the question is this—Could so much of this violent poison have remained dormant in the stomach for so long a period, without exciting any symptoms? So far as experience is concerned, the answer must be in the negative; it cannot remain dormant in the body, and then begin to manifest its effects only after the long period of eight days. It may be said, that the husband intended poisoning the wife, and that there might have been some symptoms at the time, though her death took place subsequently. True, but there is no proof of that in the evidence. The deceased appears at the time to have been bordering on insanity; and these suppositions should be received with distrust. The only substantial proof was the discovery of arsenic in the house; but there is no doubt she placed the poison in the food, because she was able to point out the vessel which had been used for the poison. The supposition of the husband having administered any poison was contradicted by there having been no symptoms manifested whilst he was with her, and by their having appeared while he was so placed, that it was utterly impossible that he could have administered it. It was therefore fortunate for him that he was confined.

There was another singular case, that of the Crown Prince of Sweden, which occurred at Stockholm in 1812. The prince was supposed by many to have been killed by poison. It appears that he was reviewing some troops, when he was observed to fall suddenly from his horse, and was picked up dead by his attendants. It was said that he was poisoned by one of the court physicians, Dr. Rossi, and the popular prejudice was so strong that poison had been administered to the prince, that this physician was obliged to escape from the country. It is obvious, however, from an examination of the particulars of the case, that had this sudden attack been due to poison, it could only have been from one of the most active narcotics, given to him but a short time before he fell from his horse. But it was ascertained that the prince had taken neither solid nor liquid of any kind for at least *four hours* previously to his death. The allegation of poisoning was thus disproved, for no poison operating with symptoms like those under which the prince had died could have had its effects suspended for four hours. The cause of death was apoplexy. In such a case as this, the question would be, "Is there any poison that can destroy a man's life in an instant, that can be taken in the body, and remain four hours, without producing any effect whatever?" And the answer is decidedly in the negative.

THE CRITIC.

New Books.

The Practice of the Crown Office of the Court of Queen's Bench, with Forms of all the Pleadings, Rules, Notices, &c., which occur in Practice. By JOHN FREDERICK ARCHBOLD, Esq., Barrister-at-Law. London, 1844. Owen Richards.

IT has often been remarked that changes in the principles or administration of the law, however desirable and beneficial in themselves, necessarily entail a great increase of labour upon the members of the Profession. The 6 & 7 Vict. c. 20, by which the practice in the Crown side of the Queen's Bench was thrown open, is a strong instance of this. Hitherto little was known on this subject, because as long as the whole business was transacted by the clerks in court, little knowledge was needed by the practising attorney, while barristers were compelled to learn the details solely by experience, and continued attendance in the courts. But now, when this practice is thrown open to all the Profession, every attorney—at least every London attorney—is bound to make himself acquainted with it, or to possess the means of knowledge within his reach. To assist him in this otherwise almost hopeless task, the indefatigable Mr. ARCHBOLD has added another text-book to that valuable list for which the Profession are so much indebted to him. In preparing this handbook to a new and difficult department of legal knowledge, he has not only displayed his usual industry and care in collecting the reported authorities for the guidance of the practitioner, but he has, as he tells us in his preface, been afforded every information and assistance that he could possibly desire by the officers of the Crown-office, to whose unwearied readiness he modestly says "he will be indebted for

any character for accuracy which the work may hereafter acquire." That it will acquire a high character for accuracy is guaranteed by this very circumstance, in conjunction with the known ability of Mr. Archbold to present in a clear and practical form the knowledge that he seeks to impart to his readers.

He arranges the work into its three natural divisions:—1. The original proceedings on the Crown side of the court; namely, indictments originally preferred here; criminal informations, filed either by the Queen's Coroner and Attorney, or by the Attorney-General *ex officio*; and informations in the nature of *quo warranto*. 2. Proceedings in the court, as a court of supervision or appeal; namely, by *certiorari*, writ of error, and *mandamus*. 3. Collateral proceedings; namely, articles of the peace, attachment, and *habeas corpus*.

After treating generally of indictments and criminal informations, he then treats of the process upon these indictments and informations, outlawry, bail, the appearance and plea, replication, &c. demurrer, suggestions for trial in another county, proceedings to compel the defendant to go to trial, costs of the day for not proceeding to trial; the notice of trial, Nisi Prius record, jury process, and all the other proceedings to and at the trial; the *postea*, new trial, arrest of judgment, costs; the judgment and execution. In treating of the information in nature of a *quo warranto*, after stating at considerable length in what cases it lies, within what time to be brought, and upon whose application granted, he proceeds to treat of the motion and rule for it; the information itself; process upon it; the appearance; the pleadings, notice of trial; Nisi Prius record, and other proceedings to trial; *postea*, costs, judgment, and execution.

Under the second division he commences with the writ of *certiorari* for the removal of indictments and the proceedings thereon to judgment and execution; he then treats of the *certiorari* to remove coroners' inquisitions, and then of the *certiorari* to remove convictions, orders in and out of sessions, and in other cases.

From this division we select the section on coroners' inquisitions as in no other legal forms are to be found such frequent defects.(*a*)

"*Certiorari to remove Coroners' Inquisitions.*

"*In what cases, generally.*—A *certiorari* is granted to remove an inquisition taken before a coroner, into the Court of Queen's Bench, either for the purpose of quashing it, or of putting it into a course of trial. An application for the latter purpose very seldom occurs in practice; but when it does, the process and other proceeding are the same as upon the removal of an indictment for the same offence, and therefore it is unnecessary to consider that part of the subject further. Where the intention is to quash the inquisition, the application is usually made at the instance of some person upon whose property a deodand has been laid by the inquest, and who seeks to quash the inquisition for defects appearing upon the face of it, in order to get rid of the deodand; or by the family of the deceased, where the inquest have found him *felo de se*, in order to get rid of the forfeiture.

"An inquisition may be quashed, either for a want of jurisdiction in the coroner or person taking it, or for some defect appearing upon the face of it.

"In the first place, as to the want of jurisdiction:—If a coroner take an inquisition upon a body, which at the time is lying at a place which is not within his jurisdiction, the inquisition is bad, and may be quashed. (St. 4 Ed. 1, *De Officio Coronatoris*. Anon. MS. E. 1844.) By stat. 6 & 7 Vict. c. 12, s. 1, after reciting that it often happens that it is unknown where persons lying dead have come by their deaths, and also that such persons may die in other places than those in which the cause of death happened: it is enacted, that the coroner only within whose jurisdiction the body of any person, upon whose death an inquest ought to be holden, shall be lying dead, shall hold the inquest, notwithstanding that the cause of death did not arise within the jurisdiction of such coroner; and in the case of any body found dead in the sea, or any creek, river, or navigable canal within the flowing of the sea, where there shall be no deputy-coroner for the jurisdiction of the Admiralty of England, the inquest shall be holden only by the coroner having jurisdiction in the place where the body shall be first brought to land. And by sec. 2, for the purpose of holding coroners' inquests, every detached part of a county, riding, or division shall be deemed to be within that county, riding, or division by which it is wholly surrounded, or where it is partly surrounded by two or more counties, ridings, or divisions, within that one with which it has the longest common boundary. (See *R.* v. *Great Western Railway Company*, 3 Ad. & El. N. C. 333.)

"Formerly a coroner, being a judicial as well as ministerial officer, could not appoint a deputy (*R.* v. *Farrand*, 3 B. & A. 260) unless expressly empowered to do so by some Act of Parliament or charter. But now, by stat. 6 & 7 Vict. c. 83, every coroner may appoint a deputy, subject to the approval of the Lord Chancellor, a duplicate of the appointment being sent to the clerk of the peace to be filed among the records of the sessions; and every inquest taken before such deputy, and all other acts done by him as such, shall be deemed to be the acts of the coroner.

"*Secondly.*—As to defects upon the face of it: Formerly a coroner's inquest was liable to be quashed for a great number of defects, having no reference whatever to the merits. But now, by stat. 6 & 7 Vict. c. 83, s. 2, 'no inquisition found upon or by any coroner's inquest, nor any judgment recorded upon or by virtue of any such inquisition, shall be quashed, stayed, or reversed for want of the averment therein of any matter unnecessary to be proved, nor for the omission of the words "with force and arms," or of the words "against the peace," or of the words "against the form of the statute,"—nor for the omission or insertion of any other words or expressions of mere form or surplusage,—nor for the insertion of the words "upon their oath," instead of the words "upon their oaths,"—nor for omitting to state the time at which the offence was committed, when time is not the essence of the offence,—not for stating the time imperfectly—nor because any person or persons mentioned in any such inquisition is or are designated by a name of office or other descriptive appellation, instead of his, her, or their proper name or names—nor by reason of the non-insertion of the names of the jurors in the body of any such inquisition, or of any difference in the spelling of the names of any of the jurors in the body of any such inquisition and the names subscribed thereto—nor because any juror or jurors shall have set his or their mark or marks to any such inquisition, instead of subscribing his or their name or names thereto; nor because any such mark or marks is or are unattested, provided the name or names of such juror or jurors is or are set forth—nor because any juror or jurors has or have signed his or their Christian name or names by means of an initial or initials only, and not at full length—nor because of any erasures or interlineations appearing in any such inquisition, unless the same shall be proved to have been made after the same was signed—nor for want of a proper venue, where the inquest shall appear or purport to have been taken by a coroner of the county, riding, city, borough, liberty, division, or place in which it shall appear or purport to have been taken—nor (except only in cases of murder or manslaughter) for or by reason of any such inquisition not being duly sealed or written upon parchment—nor by reason of any such inquisition having been taken before any deputy instead of the coroner himself—nor because the coroner and jury did not all view the body at one and the same instant, provided they all viewed the body at the first sitting of the inquest. And in all or any of such cases of technical defect, as are hereinbefore mentioned, it shall be lawful for any judge of either of her Majesty's courts at Westminster, or any judge of assize or gaol delivery, if he shall so think fit, upon the occasion of any such inquisition being called in question before him, to order the same to be amended in any of the respects aforesaid, and the same shall forthwith be amended accordingly.'

"But still, an inquest, to be good, must be signed by the jury as well as the coroner (*R.* v. *JJ. of Norfolk*, 1 East, 383); and it is usual for them to seal it also. (*Id.*) So, if it do not disclose the place where the body at the time was lying dead, inasmuch as it does not in that case shew that the coroner has jurisdiction, it is bad, and may be quashed. (*Vide ante.*) And therefore where the coroner's inquisition omitted to state the place where the death happened or where the body was found, the Court held this to be a defect in substance and not amendable, and they therefore quashed the inquisition. (*R.* v. *Evett*, 6 B. & C. 247.) So, where the inquisition stated the facts of the case, and the verdict found appeared not to be warranted by the facts, the Court quashed it. (*Re Cully*, 5 B. & Ad. 230.)

"So, if an inquisition find a deodand, and it be bad as to that, it may be quashed as to the deodand, and stand good as to the residue of it. And therefore where an inquisition upon the body of J. S. who was killed by a steam-boat running down the ship in which he was, found a verdict of manslaughter against the captain of the steam-boat, and also found that the steam-boat was moving to the death, &c. the Court quashed the inquisition as far as respected the deodand, holding that there could be no deodand in a case of felony. (*R.* v. *Polwart*, 1 Ad. & El. N. C. 818.) If a man fall from the wheel of a cart and be killed—if the cart were standing still at the time, the wheel alone shall be a deodand; but if the cart were then in motion, the whole cart and the horses drawing the same shall be forfeited. (1 Hawk. c. 26, s. 3.) And the like in other cases. And if in such a case the jury were to find the whole cart to be a deodand, when they ought to have found the wheel only, or the like, the Court would quash the inquisition as far as respected the deodand. (See *R.* v. *Brownlow et al.*, 11 Ad. & El. 118; *R.* v. *Grand Junction Railway Company*, Id. 128, n.) So if the thing found to be a deodand be not stated to be the property of some person by name, the inquisition will be bad, and may be quashed. Even where the inquisition stated that a certain steam-engine and railway carriages moving to the death were 'the goods and chattels of and in the possession of the proprietors of the Hull and Selby Railway and of the proprietors of the Leeds and Selby Railway,' the inquisition was quashed, because it did not appear that there were any corporation of those names. (*R.* v. *West*, 1 Ad. & El. N.C. 826.)

"*The motion, &c.*—The application for the *certiorari* is made to the Court in term time, or to a judge in vacation, a copy of the inquisition being annexed to the affidavits, or some defect in it expressly sworn to (*R.* v. *Manchester and Leeds Railway Company*, 3 Nev. & P. 439); and in practice it is usually an *ex parte* application, and the rule or order absolute in the first instance, as in the case of a *certiorari* to remove an indictment, unless the Court or judge otherwise order. Upon obtaining the rule or fiat, engross the writ upon parchment, indorse upon it, 'By rule of court,' or 'By fiat of Mr. Justice ——,' with the name and address of the attorney suing it out; get it signed, sealed, and entered at the Crown-office; *pay* 5s., and then deliver it to the coroner. The writ is tested on the day it issues, and if issued in Term must be made returnable immediately before the Queen at Westminster, or if issued in vacation, shall be made returnable immediately before a judge at chambers, or on a day certain in the ensuing Term before the Queen at Westminster, unless otherwise ordered. (Reg. 3.)"

The practice as to the delivery of a *certiorari* to remove convictions and orders, and the return thereto, he thus lays down:—

"*Delivery of the writ, and return.*—The writ, with the recognizance annexed, is delivered to the justices, or one of them, to whom it is directed, or to the clerk of the peace, if it be directed to the sessions; and it is returned accordingly. The return must be upon parchment, otherwise the Court, upon application, will quash it. If the *certiorari* be to remove a conviction or order made by magistrates out of sessions, and of course directed to them individually, the return must be made by them. And in the latter case, if the magistrates have already transmitted the conviction to the sessions, he may state that fact in his return, and certify a copy of it. (*R.* v. *Eaton*, 2 T. R. 285.) A conviction may be returned by a magistrate in a more formal shape than that in which it was first drawn (*R.* v. *Baker*, 1 East, 186); an order cannot. (*R.* v. *JJ. of Cheshire*, 5 B. & Adolph. 439.) Care must be taken, however, to return only the conviction or order; where a *certiorari* issued to remove an order of sessions made upon an appeal against an order of removal, and the sessions returned not only their order, but also the order of removal, examination, and notice of chargeability, the Court held that it was irregular to return more than the order of sessions, and that the return therefore ought to be quashed. (*R.* v. *Abergele*, 8 Ad. & El. 394.)

"*Motion to quash, &c.*—In the case of an order, either of sessions, or of justices out of sessions, you first move for a rule *nisi* to quash it; and if it be an order subject to a case, the motion is a hand motion, requiring merely counsel's signature. Take this to the Crown-office, and the rule will thereupon be put into the Crown paper for argument. (Reg. 21.)

"But in the case of a conviction, as soon as it is returned upon the *certiorari* and filed, either party may obtain from the Crown-office a rule for a *concilium*, and serve it, which rule shall specify the day on which the case will be put in the Crown paper for argument, and shall be drawn up and served six days at least before such day within forty miles of London, and eight days in all other cases. (Reg. 21.)

"And in both cases paper books must be made up and delivered to the judges two days before the case is to be put in the paper (Reg. 22), in the same manner precisely as upon a demurrer; except that where the order has been made subject to a special case, it is not necessary to state the points to be argued, in the margin of the paper book.

"The case is afterwards argued, first by all the counsel for the party who has to support the conviction or order, and next by all the counsel for the party who seeks to quash it. The Court then pronounce their judgment. It may be necessary to mention that the defendant may make use of any affidavits sworn after the service of the notice on the justices, though previously to obtaining the *certiorari* (12 Ad. & El. 131, n.) if the rule *nisi* have been drawn up on reading them.

"If the sessions upon appeal quash or confirm an order of justices, and both orders are brought before the Court of Queen's Bench by *certiorari*; there, if the order of justices be bad upon the face of it, and the order of sessions confirm it, the Court will quash both orders; if the order of sessions quash it, the Court will intend that it was quashed for defect of form, and will confirm the order of sessions; but if

(*a*) See review of Sewell's Law of Coroner, 2 Law T. 49.

the order of justices be good upon the face of it, then if the sessions confirm it, the Court of course will confirm the order of sessions; or, if the sessions quash it, the Court will intend that it was quashed upon the merits, and confirm the order of sessions. (*South Cadbury* v. *Bradden*, 2 Salk. 607; Set. & Rem. 172; 2 Arch. P. L. pl. 214.)

"*Procedendo.*—If the *certiorari* have been obtained in a case where it ought not to have been granted, as if it have issued in a case in which *certiorari* will not lie, or be sued out by a party who had no right to do so, or if there have not been a sufficient notice to the justices, the Court upon application will award a *procedendo*, if such application be made within a reasonable time.

"Or if upon argument the conviction or order be confirmed, and it be necessary, for the purpose of enforcing it, that it should be sent back to the justices who made it, the Court upon application, or a judge at chambers by order, will award a *procedendo*. (*R.* v. *Neville*, 2 B. & Ad. 299.) But where a fine or sum of money is ordered to be paid by the conviction or order, the Court of Queen's Bench may enforce the payment by a *levari facias*.

"The *procedendo* is tested on the day of issue. The *levari* is tested on the day on which it issues, and is made returnable either immediately or on a day certain in Term; and the place of abode and addition of the party against whom it is issued must be indorsed upon it. (Reg. 10.)"

The writ of error is then briefly but satisfactorily treated of, and an elaborate view of the law of *mandamus*, and the various cases in which it lies (pp. 204—274). The following extract gives the result of numerous recent cases with reference to railroads:—

"*To railway companies.*—The several Acts of Parliament for making railways usually contain provisions for awarding compensation to the owners and occupiers of property taken for the purposes of the works, or affected or injured thereby. The provision usually made is, by requiring the proprietors of the railway, upon request of the owner or occupier of the property, to issue their precept to the sheriff of the county, to summon an inquest or jury to assess the compensation that such owner or occupier ought to receive for the property taken or injury done. And if this, when demanded, be refused, the Court, at the instance of the party grieved, will award a *mandamus* to the company, commanding them to issue their precept to the sheriff, and to proceed to have the value or damage assessed. (See *R.* v. *Eastern Counties Railway Company*, 2 Ad. & El. N. C. 347; *R.* v. *London and Greenwich Railway Company*, 3 Id. 166; *R.* v. *Northern Union Railway Company*, 9 Law J. 53, Q.B.) But where a railway company took possession of a man's land in March, 1839, constructed their works upon it, and thereby injured his adjoining property; and in April, 1841, the party applied for a *mandamus* to compel the company to summon a jury to assess compensation, as well for the land taken as for the injury done: but as it appeared that the company were proceeding with other works which would be a further injury to the party's land, and *bonâ fide* assigned that as a reason for refusing to issue the precept, Coleridge, J. refused the writ. (*Ex parte Parkes*, 10 Law J. 359, Q.B.; 9 Dowl. 614.) And where a railway Act directed that in certain cases the company should issue their precept to the sheriff to summon a jury to assess damages, and that the verdict and judgment thereon should be final and conclusive, the Court, after a judgment had been entered up under the Act, refused to grant a *mandamus* requiring the company to issue another precept, although the under-sheriff had excluded from the jury one ground of damages, and the jury had also found a verdict against evidence. (*R.* v. *Eastern Counties Railway Company*, 12 Law J. 271, Q.B.)

"In other respects also, if a railway company will not comply with the provisions of the Act of Parliament by which they are created or regulated, the Court will in general compel them to do so by *mandamus*. And therefore where a railway company, by their Act, undertook to make a certain line of railroad, and it appeared that they had completed a part, were about to make another part, but that it was their intention to abandon the remainder, the Court awarded a *mandamus* to compel them to proceed to make and complete the whole line of way. (*R.* v. *Eastern Counties Railway Company*, 10 Ad. & El. 531.) So, where a railway was made under the authority of an Act of Parliament, by which the proprietors were incorporated, and by which it was provided that the public should have the beneficial enjoyment of the same, and the company, after making the railway, afterwards took up the rails and discontinued the way, it was holden that a *mandamus* would lie to compel the company to reinstate the railway, and lay the rails down again. (*R.* v. *Severn and Wye Railway Company*, 2 B. & A. 646.)

"The Court have awarded a *mandamus*, commanding a railway company to make an arch of a certain height, by which they carried their railway over a street, according to the provisions of their Act (*R.* v. *Eastern Counties Railway*, 2 Ad. & El. N. C. 569); and to make the approaches to a bridge, which they built, of the width required by their Act. (*R.* v. *Birmingham and Gloucester Railway Company*, 2 Ad. & El. N. C. 47.)

"But the Court have refused a *mandamus* to compel a railway company to alter a viaduct which they had built over a turnpike-road, so as to make it conformable with the provisions of the Act, the prosecutors not having demanded that they should make it in the particular way now required, although from time to time, in the progress of the work, they expressed their disapprobation of the manner in which the company were doing it. (*R.* v. *Bristol and Exeter Railway Company*, 12 Law J. 106, Q. B.) Also, the Court have refused a *mandamus* to compel a railway company to convey along their line the goods of a certain carrier, there being no clause in their Act requiring them to carry all goods offered to them for conveyance; and this, although the company had agreed with certain other carriers to convey their goods exclusively; if the applicant had any right, he had his remedy by action. (*Ex parte Robins*, 7 Dowl. 566.) So, where in an action brought against a railway company, in the name of their treasurer, the plaintiff obtained a verdict, but entered up his judgment, not against the treasurer, but the company, the Court refused a *mandamus* commanding the company to pay the amount of the judgment; for, as the plaintiff had entered up his judgment against the company, he might have his remedy by a writ of execution. (*R.* v. *Victoria Park Company*, 1 Ad. & El. N. C. 288.)"

After pointing out what the return must be, and what it must not be, and the mode of demurring to it under 6 & 7 Vict. c. 67, he gives the practice as to pleading to it thus—

"*In what cases.*—Formerly, if the return were good upon the face of it, but false in fact, the prosecutor had no means of traversing it, and no remedy at all, except by bringing an action on the case against the defendants for their false return (*Rich* v. *Pilkington*, Carth. 171; *R.* v. *Mayor of Rippon*, 1 Ld. Raym. 564; *Green* v. *Pope*, Id. 125; Bul. N. P. 202); but if he succeeded in obtaining a verdict and judgment in that action, the Court then awarded a peremptory *mandamus*. (*Buckley* v. *Palmer*, 2 Salk. 430.)

"But by stat. 9 Anne, c. 20, s. 2 (which related only to the offices of 'mayors, bailiffs, portreeves, and other officers within cities, towns corporate, boroughs, and places' within England and Wales, but has since been extended to writs of *mandamus* in all cases by stat. 1 Wm. 4, c. 21, s. 3), it is enacted that where a return shall be made to a writ of *mandamus*, 'it shall and may be lawful to and for the person or persons suing or prosecuting such writ, to plead to or traverse all or any of the material facts contained within the said return; to which the person or persons making such return shall reply, take issue, or demur; and such further proceedings, and in such manner, shall be had therein, for the determination thereof, as might have been had if the person or persons suing such writ had brought his or their action on the case for a false return.'

"The words of the statute being 'plead to or traverse,' the prosecutor may either traverse the return, or confess and avoid it by a special plea; or he may traverse a part, and plead specially to the residue. He may traverse any one or more of the material allegations in the return; and if he traverse a part only, yet if the residue of the allegations, which are unanswered, constitute of themselves no valid return, the prosecutor, if he succeed in his traverse, will be entitled to judgment, and to an award of a peremptory *mandamus*. (*R.* v. *Trustees of Luton Turnpike Road*, 1 Ad & El. N. C. 860.) On the other hand, if the allegations which he traverses be immaterial, the defendants may demur to his pleas; or, even if he succeed in obtaining a verdict upon them, the defendants will be entitled to judgment *non obstante veredicto*. (*R.* v. *Governor of Darlington Grammar School*, 12 Law J. 124, Q.B.) Or, the prosecutor, instead of traversing the return, may confess and avoid it by a special plea (see *R.* v. *Overseers of Todmorden and Walsden*, 1 Ad. & El. N. C 185; *R.* v. *Churchwardens of Brancaster*, 7 Ad. & El. 458); for although the above statute of Anne extended only to cases where an action would lie for a false return, yet the stat. 1 Wm. 4, c. 21, s. 3, by extending it to all cases of *mandamus*, has had the effect of making it applicable as well to cases where an action for a false return would not lie at common law. (*R.* v. *Fall et al.* 1 Ad. & El. N. C. 647, 636.) Or, the prosecutor may traverse a part of the return, and also plead specially to the residue (see *R.* v. *Churchwardens of Brancaster*, supra); or, he may traverse a part or the whole, and also plead specially to it. (See *R.* v. *Governors of Darlington Grammar School*, supra.)

"But if the prosecutor have demurred to the return, and the return be adjudged good, he will not be allowed afterwards to plead to or traverse it. (*R.* v. *Mayor of London*, 3 B. & Ad. 255; see *R.* v. *Payn*, 11 Ad. & El. 955.) But where a return contains several distinct heads of answer, the prosecutor, by leave of the Court, may traverse one or more of these, after having argued the validity of the others in point of law. (*R.* v. *North Midland Railway Company*, 11 Ad. & El. 995, n.)

"*How.*—The plea, if special, must be signed by counsel. It is engrossed on paper, and one copy filed at the Crown-office, the other delivered to the defendant's attorney. If the prosecutor traverse, and also plead specially to the same part of the return, he must obtain a rule to plead several matters, as in civil actions.

"If the defendant neglect to reply to a special plea, or to add the *similiter* to the general issue, the prosecutor can compel him to do so, by obtaining a side-bar rule to reply from the Crown-office (pay 1s.), and serving a copy of it upon the defendant's attorney. This rule expires in four days (Reg. 17); and if the defendant do not reply or demur, or add the *similiter* within that time, the prosecutor may sign judgment as for want of a replication at the opening of the office on the morning of the fifth day, unless an order of the Court or of a judge, extending such time, shall have been obtained and served; and in such case judgment shall not be signed until the day after the expiration of the time granted by such order. (Reg. 18.)

"The Court, however, may allow such convenient time as they may think reasonable to the parties respectively to plead, reply, rejoin, or demur. (9 Anne, c. 20, s. 6.)

"The replication is pleaded in the same manner as the plea. (*Vide supra.*)

"The defendants may demur to the pleas, or the prosecutor to the replications as in ordinary civil actions; and in such cases the forms of the demurrer and joinder may be the same, *mutatis mutandis*, as those, *ante*, p. 63.

"And in general the pleadings under this stat. 9 Anne, c. 20, s. 2, should be in the ancient form observed on the Crown side of the court, and not in the forms required by the new rules of pleading, which, however applicable to the proceeding by demurrer under stat. 6 & 7 Vict. c. 67, do not seem to apply to the pleadings under the statute of Anne: the new rules of pleading apply to personal actions; and by the statute of Anne, it is only the proceedings after the traverse and replication, which are to be the same as in an action on the case for a false return."

In the concluding division, Mr. Archbold treats of the collateral proceedings; namely, the proceedings upon articles of the peace; attachment, in what cases, and the proceedings upon it; and *habeas corpus*—for the purpose of bailing a prisoner—of discharging him when illegally imprisoned, *habeas corpus ad respondendum*, *habeas corpus ad testificandum*, *habeas corpus* to remove a prisoner for trial; and *habeas corpus* to bring a prisoner up for judgment.

To increase the practical value of the work, the author has added upwards of 200 forms: and these are not thrown together at the end of the volume, which is almost as inconvenient as dividing the work into two volumes; but they are inserted just after the passages in the text to which they refer, so as to facilitate reference, and to enable the student at once to imprint upon his mind what he has been reading, by associating it with the method of applying it in practice. This plan is, as much as any plan can be, a substitute for the benefits of actual experience.

In a separate chapter are given the rules of the Court (including those of Hil. T. 1844), and the table of fees.

This analysis of the work, and the above extracts from it, will leave no more doubt upon the minds of our readers than exists in our own, that *The Practice of the Crown Office of the Court of Queen's Bench* will fully sustain the reputation of Mr. Archbold, and higher praise could not well be given.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

MARRIAGES.

Thorp, Frederick William, esq. solicitor, of St. Ive's, Huntingdonshire, to Eliza Meadows Shepard, of 3, Finsbury-terrace, City-road, London, on the 19th inst. at St. Luke's Church, Old-street.

DEATHS.

Shadwell, William Lucas, esq. for many years a magistrate and deputy-lieutenant of the county of Sussex, on the 15th inst. at Hastings, aged 79.

Bromilow, Frances Elizabeth Catherine, daughter of Adam Bromilow, esq. barrister-at-law, on the 16th inst. at Wilton-place, aged 2 years and 4 months.

Brocket, Stanes Brocket, jun. barrister, eldest son of Stanes Brocket Brocket, the high sheriff for the county of Essex, and a bencher of the Middle Temple, on the 11th inst. at Pontesford, near Shrewsbury.

Brewer, William Vitruvius, esq. barrister-at-law, second son of T. G. Brewer, esq. on the 4th of March, at Wellington, New Zealand.

THE REPORTS.

The following are the names of gentlemen who favour the Law Times with the Reports:—
PRIVY COUNCIL by William Paterson, Esq., of Gray's-inn, Barrister-at-Law.
HOUSE of LORDS by William Paterson, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by Richard Griffiths Welford, Esq., of the Inner Temple, Barrister-at-Law.
VICE-CHANCELLOR of ENGLAND'S COURT, by George Goldsmith, Esq., of the Middle Temple, Barrister-at-Law.
ROLLS COURT, by J. Macaulay, Esq., of the Inner Temple, Barrister-at-Law.
VICE-CHANCELLOR KNIGHT BRUCE'S COURT by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.
VICE-CHANCELLOR WIGRAM'S COURT by Henry Baker, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by James A. Foot, Esq., of the Middle Temple, Barrister-at-Law.
The COURT of COMMON PLEAS by Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.
The COURT of EXCHEQUER by John Bridge Aspinall, Esq., of the Middle Temple, Barrister-at-Law.
The BAIL COURT by T. W. Saunders, Esq., of the Middle Temple, Barrister-at-Law.
The EXCHEQUER CHAMBER by J. A. Foot, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by John W. Bittleston, Esq., of the Middle Temple.
ADMIRALTY COURT by John W. Bittleston, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by Geo. S. Allnutt, Esq., of the Middle Temple, Barrister-at-Law.
BRISTOL DISTRICT COURT by J. Angus Homer, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. Robinson, Esq., of the Middle Temple, Barrister-at-Law.
CROWN CASES (before all the Judges) by H. Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.
NORTHERN CIRCUIT, by James A. Foot, Esq., of the Middle Temple, Barrister-at-Law
WESTERN CIRCUIT, by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.
OXFORD CIRCUIT, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.
NORFOLK CIRCUIT by Henry Mills, Esq., of the Middle Temple, Barrister-at-Law.
SITTINGS AT NISI PRIUS AFTER TERM, by John Lane, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law; and Henry Tindal Atkinson, Esq., of the Middle Temple, Barrister-at-Law.
ELECTION COMMITTEES by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.
REGISTRATION COURTS, collected and edited by Edw. W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by Wm. St. Leger Babington, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Equity Courts.

LORD CHANCELLOR'S COURT.

June 29 and July 3 and 11.

Re Dyce Sombre, a Lunatic.

Petition by the lunatic to supersede the commission—A lunatic foreigner—How far peculiar habits and delusions are attributable to a foreign and oriental education—Report of a foreign tribunal of competent authority in favour of the sanity of the person found lunatic in this country—What evidence of the recovery of a lunatic will be required—Practice in lunacy—Conduct of the inquiry—How the insane party to be represented on the inquiry—Lunatic's access to papers.

Where the lunatic's delusions are entirely consequential upon an unfounded jealousy of his wife's fidelity, the wife, though she may be continued one of the committees of the person, will not be allowed any active superintendence or control over the lunatic; and the lunatic, if attended by a proper person, will be permitted to reside abroad, out of the jurisdiction.

In this matter Mr. Dyce Sombre, who had been found lunatic by the verdict of a jury, in July 1843, presented a petition to supersede the commission. The peculiarity of this case arose from the circumstance of Mr. Sombre being a half-caste East Indian, who had been bred and educated at the court of of his adopted mother, the Begum Sumroo, and who, notwithstanding he had been partially educated by the resident chaplain of the East India Company, and had associated much with the English residents at his native court, retained much of the habits of thought of an Oriental, particularly as regarded the demeanour of women in society. Mr. Sombre had married an English lady, and his insanity was evinced in an unreasonable and absurd jealousy, which led him into the commission of violent acts; but, apart from that subject, he conducted himself with propriety, and appeared to be in all respects competent to manage his own person and property.

In the autumn of 1843 Mr. Sombre escaped to France, where he entered into society, and was received in all respects as a sane man; and upon the English ambassador having made a demand upon the French Government for his extradition, an inquiry as to his sanity was directed. That inquiry was made under the superintendence of the constituted authorities, with the aid of some of the most eminent French physicians, and a report distinctly in favour of Mr. Sombre's sanity was the result. That report was much relied on by the petitioner's counsel.

Sir *Thomas Wilde*, *Wakefield*, and *Walpole*, for the petitioner, went at great length into the facts and the circumstances of Mr. Sombre's education; and they contended that, though a man of strong passions and violent prejudices, and, as such, was labouring under admitted delusions with respect to his wife's conduct, such delusions were not evidence of insanity. They were all to be attributed to his oriental birth and education, the existence of which was well known to the lady and her friends before the marriage. He had distinctly declared that he should expect his wife to conform to the customs of oriental wives, and Lord Combermere, as the mutual friend of Mr. Sombre and the lady's family, had pointed out to both parties the high degree of probability that unhappiness must be the result of the union. And his lordship founded his admonitions upon the peculiar notions of Mr. Sombre with regard to female propriety. In *re Mitchell*, MS. (of which case Mr. Wakefield produced the short-hand writer's notes) Lord Eldon had said that delusion upon one particular point formed no ground for a commission. [The Lord Chancellor.—In that case the particular delusions had existed for twenty-five years, and experience had shewn that they were not injurious to his person or property. Dr. Tuthill there gave an opinion that the delusions were not injurious to his person or property.] It was in evidence that to the mind of an Asiatic, acts of common courtesy, according to European habits, would be conclusive evidence of immorality. But for the accident of his marriage, there would have been no question as to Mr. Sombre's sanity. They referred to Mills's History of British India, vol. i. p. 387, and they read several passages from the Institutes of Menu (translated by Horton), ss. 12-13, p. 166, to shew that Mr. Sombre's views with respect to female propriety were strictly those of a native Hindoo. Such passages shew the origin of Mr. Sombre's delusions to have been consequent upon his Asiatic education, and such delusions are no more after six months' restraint than such as existed before his marriage. The evidence of medical men not acquainted with Indian customs must be looked at with caution. This is really only a case for police interference if Mr. Sombre's unreasonable jealousy should lead him to acts of violence. At all events, he should be allowed to live in France. In *ex parte Rooke* (1745), Lord Hardwicke suspended proceedings without superseding the commission, allowed the person found lunatic full liberty of his person, and restrained the committee from acting. So in *re Stokes*, before Lord Eldon, in 1813; *re Fermon* (Jacob, 403); *re Bridge*, before Lord Cottenham. In *re Thomas*, Lord Eldon allowed the party to go abroad with a medical man attending him.

Kelly, *Bethel*, *Loftus Lowndes*, and *Calvert*, for the committees of the person, read and commented upon the affidavits in opposition to the petition, which, as they contended, proved Mr. Sombre to be insane.

So much of the circumstances of the case as is necessary for the purposes of this report appears in the extracts we have given from the Lord Chancellor's judgment.

Tinney and *Lloyd*, for the committee of the estate.
Moore, for the next of kin.
Sir *Thomas Wilde*, in reply.

JUDGMENT.

Thursday, Aug. 8.—The Lord Chancellor.—This case has been argued at very great length at the bar, and a great quantity of evidence, consisting of affidavits and documents, has been laid before the Court in support of the allegations on the one side and on the other. I have read and considered them with that attention which the importance of the subject has appeared to me to demand. It is a question with respect to which I have felt much interest and anxiety, not merely on account of its relation to the interests of the individual whose soundness of mind is in question, but also because it has been supposed that the decision of this Court, or rather the verdict of the jury upon the commission issued under the authority of this Court, is at variance with the opinion expressed by those medical persons—men of great skill and science—who, under the authority of the Prefect of Police, made a report with respect to the state of Mr. Dyce Sombre's mind, in the month of December, in Paris. Two questions, two main questions, have been argued, and I think very properly argued, on this occasion. The first question is, whether Mr. Dyce Sombre ever has been of unsound mind—whether the finding of the jury upon the inquisition as to the unsoundness of his mind can, in fact, upon the evidence be supported; and, in the next place, the second and material question is, whether, supposing him to have been of unsound mind at that period, he has recovered his self-possession—whether, at the present moment, he is of unsound mind, or whether he is in a state fit to be intrusted with the management of his affairs and with the care of his own person. These are the two main questions which have been agitated and discussed in the course of the present extended inquiry. [His lordship then stated the history of Mr. Sombre to the time of his marriage.] It appears, therefore, that he has been educated to a considerable extent in English manners and language, and is acquainted with the habits of English society; and that although an Asiatic by birth, and in a great degree by descent, he cannot to any extent be considered as unacquainted with the character and manners of society in this country. Having stated thus much, I must observe that, on the other side, it has been urged that it is clear that in the mind of Mr. Dyce Sombre the prejudices or class of opinions which exist in Asiatics appear to have taken deep root, especially jealousy with regard to female connections. This displayed itself during the courtship in a very strong manner. It displayed itself in a manner too clear to admit of dispute; in short, he has exhibited a strong and deep-rooted feeling of jealousy, which it will be impossible from his early habits and associations to get rid of. It is not for me to say any thing as to the prudence of the connection which had been formed: that is not now a question before me. It appears, however, that after a treaty of marriage has gone on for a considerable time, Mrs. Dyce Sombre, who had originally rejected his offer, accepted him for her husband. After this he became dissatisfied with her conduct in going to parties with her father, unaccompanied by himself, and he evinced his feeling of jealousy in a variety of ways, so much so, that the lady broke off the connection. He went abroad, but was ultimately brought back by a letter from the lady. Further disputes occurred, arising out of his eccentricities, but they were finally married about Sept. 1841. They visited with the first society during the winter they remained in London, and so continued up to the month of April. Up to this time Mrs. Dyce Sombre had discovered nothing that could lead her to suppose that any thing of infirmity existed in her husband's mind. *She knew of his jealous temperament before marriage, and found that the same feeling continued after marriage.* She knew that it had been said that there could be no love without a mixture of jealousy; but neither before nor after her marriage, up to that time, had she observed the slightest indication, to her apprehension, of infirmity or unsoundness of mind. The first thing which invoked alarm on the part of Mrs. Dyce Sombre was a circumstance which she mentioned in her affidavit. While proceeding in the carriage on the journey, she turned round to look for a volume of Lodge's Peerage. It could not be found, and Mr. Dyce Sombre said he had taken it with him into Bond-street, and had held it out to the passers-by—that several persons had looked and laughed at him, and that at last a person took it and walked away with it. Mrs. Dyce Sombre made no remark, but was naturally much astonished at the statement, and was greatly alarmed. It made a deep impression on her mind. They went on to Donnington-park, and were received there by the Marchioness of Hastings. They stayed there two or three days, and on the day they quitted Donnington, Mr. Dyce Sombre made what might be called a confidential communication to the Marchioness. He stated to her that his wife was a profligate woman, and that she had had intercourse with all kinds of persons, both before and after her marriage. Lady Hastings was, of course, anxious to undeceive him, and told him that his wife was her intimate friend; that she had known her a very long time, and that there was not the slightest foundation for the imputation. Lady Hastings told Mrs. Dyce Sombre what had transpired, and this, of course, increased her alarm and anxiety. She, however, returned with her husband to Meaford (her father's), and there for a day or two nothing particular passed. One day, however, after dinner, when the family were all assembled at table, Mr. Dyce Sombre repeated what he had said to the Marchioness of Hastings, and added that both Lord and Lady St. Vincent knew it well, and had encouraged it. This led to great agitation, expostulation, and remonstrance, and eventually Mr. Dyce Sombre, with great reluctance, signed a paper stating that what he had said was incorrect. Soon after this, he was anxious to get to London, and they accordingly returned to town; when Dr. Chambers was sent for, and for a little time things went on as usual. In the course of the summer Mr. and Mrs. Dyce Sombre went to Worthing, and there at different periods he broke out with the same violence. His excitement became more intense, and he

charged his wife with misconduct both before and after her marriage. They then again returned to London, and again mixed in society, though Mrs. Dyce Sombre's life was rendered unhappy by his continued acts of violence. Still they went on moving in the first ranks, and in the month of July they dined at Mr. Quintin Dick's. Mr. Dyce Sombre appeared much pleased, and told his wife to invite such of the company they had met at Mr. Dick's as she pleased, to meet her at her box at the theatre on the following night. Accordingly, Mrs. Dyce Sombre invited several, and among them Mr. Montgomery, with whom she was but slightly acquainted, and whom she desired to bring his sister with him. Nothing further took place. I mention this matter because it is an occurrence to which reference has afterwards been made. The party assembled at the theatre; Mr. Montgomery, however, did not continue in the box the whole of the evening, but returned and handed Mrs. Dyce Sombre to her carriage. A short time after this, Mr. and Mrs. Dyce Sombre received an invitation to dine with Captain and Mrs. Rous. They went there, and in passing near to the house of Captain Rous there was a hole made in the street in consequence of some repairs to the gas-pipes or the sewers. Mr. Dyce Sombre took some general notice of it, but nothing particular occurred at the time. They dined—the dinner went off as such things usually do, and they returned home. The autumn, or the season for quitting London, had now arrived, and it was determined by Mr. and Mrs. Dyce Sombre to go abroad, first to Berlin, and then to pass the winter at Paris. Mr. Dyce Sombre was in good spirits at that time; he enjoyed the journey extremely, but, on approaching Berlin he suddenly said, "I feel I am going mad, and I shall die in a madhouse;" to the great alarm and dismay of the lady. When they arrived at Berlin he again behaved with extreme violence—again charged his wife with having had connection with various persons of every description, both before and after her marriage. He said she had deceived him; that she had been an opera-dancer, and that he admired the skill and talent with which she had concealed that fact; and added, that, considering the life she had led, he was surprised she possessed such lady-like manners. He further stated that all this had been known to her father and mother, and that they had encouraged, abetted, and profited by it. These charges he over and over again had repeated, with the greatest possible violence, and Mrs. Dyce Sombre wished to have a physician called in; he refused, and would not have one until he got to Paris. The intended journey was then altered, and they went to Aix-la-Chapelle. Up to that period Mr. Dyce Sombre had never mentioned the name of any individual who was the particular object of his suspicion, but on arriving at Aix-la-Chapelle he exclaimed "I have hit upon the man—it is either the Duke of Wellington or Mr. Montgomery. Tell me which it is, and I will fight him." [His lordship then proceeded with great and most lucid accuracy to go through the various circumstances stated in the affidavits up to the time when it was found necessary to place Mr. Dyce Sombre under restraint.] The evidence shews the existence of feelings of extreme and absurd jealousy in Mr. D. Sombre's mind, which resulted in excessive violence towards his wife, quite inconsistent with sanity upon this particular topic. But in many other respects he appeared to be perfectly competent to manage himself and his affairs. Mrs. Dyce Sombre had been most unwilling to place her husband under restraint, and had only at last signed the necessary certificate in compliance with the urgent remonstrances of the medical men, and when there was reason to believe that he actually meditated her destruction. His lordship thought that upon the evidence there could be no doubt that at the time of the verdict Mr. Dyce Sombre was insane. It had been urged by the counsel for Mr. Dyce Sombre, that he was not aware at the time of the nature of the inquiry; and moreover that he not been fairly treated, as he was without professional advice; whereas Sir James Clark expressly declared that he tried over and over again to undeceive Mr. Dyce Sombre with respect to the erroneous conclusion which he had arrived at, that the proceedings had been instituted by the East-India Company. Now the very pertinacity with which Mr. Dyce Sombre adhered to that fallacious opinion was itself an evidence of a disordered intellect; otherwise he must have been convinced by what would have satisfied any well-organised mind. Sir J. Clark had asked Mr. Dyce Sombre whether he would like to have any counsel, and had himself suggested several of the most eminent to him, but in the absence of Mr. Cochrane, who was at the time in India, he declined to have any, and the letter of Mr. Freere to Mr. Dyce Sombre furnished him also the same explanation. How could it, therefore, be said that Mr. Dyce Sombre went to that inquiry in total ignorance of its nature and object? An unfounded charge had also been made against Mr. Freere, for not having furnished Mr. Dyce Sombre with counsel, although he had expressly refused to have any. It is my opinion that it was not the duty of Mr. Freere to provide counsel in the face of that refusal of Mr. Dyce Sombre, for it might possibly have laid his conduct open to the imputation of collusion. Many observations had been made about the box of papers taken by Mr. Dyce Sombre to Hanover-lodge, and it had been alleged that possession of it had been obtained by stratagem; and, in proof of such an accusation, a letter of Mrs. Dyce Sombre's had been referred to. True it was, that the letter alluded to suggested the propriety of obtaining the box by a contrivance, in order to avoid exciting Mr. Dyce Sombre's mind, which, as Mrs. Dyce Sombre at that time of course considered her husband insane, was a very proper and considerate precaution. That imputation, therefore, upon Mrs. Dyce Sombre's character was without foundation; and from the first I never supposed that she had been actuated by any improper motive in the writing of the letter in question. It had, however, been further charged, that the box contained letters and papers, which, if produced at the inquiry under the commission, would, in all probability, have led the jury to come to a different conclusion to the one they came to. Now Mr. Dyce Sombre ought *unquestionably to have been permitted to use those papers, and it was much to be regretted that he had been deprived of them at the inquisition;* but, after a most careful perusal of them, I am of opinion that, taking them with the rest of the evidence laid before the jury, and also giving the fullest weight to all the arguments of counsel, the jury would have come to the same conclusion they did, even if these documents had been before them at the time they pronounced Mr. Dyce Sombre insane. The other question I am now called upon to decide is whether Mr. Dyce Sombre has so far recovered since as to justify the commission being superseded? The invariable principle and practice of this Court is, that when once a jury has pronounced a person to be insane, *the clearest possible case must be made out of recovery before the Court can interfere to set aside the commission.* Several cases have come before me lately where the test of recovery has been most strict; in one instance, an application was made to me to supersede a commission by a gentleman who alleged that he had recovered from the delusions under which he had formerly laboured. An examination took place at my instigation by some eminent medical gentlemen, who reported that they considered the applicant to be perfectly sane. I myself then examined him, with other medical men, and had a long conversation with the alleged lunatic upon the subject of his delusions, and he then admitted that he was fully conscious that he had been out of his mind, but that as his health became restored, the delusions gradually left him. That is the proper state of things, that the person should be conscious of his previous delusions, and that they have left him; and not still to adhere to them as if they were true. [His lordship then referred to Mr. D. Sombre's conduct since the commission, and to the imperfect information furnished to the French physicians who had reported in favour of Mr. Sombre's sanity.] So far, therefore, from the report of the French physicians being at variance with the decisions of the English medical gentlemen, my belief is that, had they had the same evidence before them, they would have come to precisely the same opinion. Again, with respect to the delusions of Mr. Dyce Sombre about ghosts, with what skill he alluded to that fact, and stated to the French physicians that he was only worried by the guardians entering his room at night abruptly, while they were in total ignorance of the many occasions which he stated that he had been visited by spirits. Can this examination be called a correct representation of the facts? Or have not these French physicians come to an incorrect opinion from not having had the whole of the evidence placed in detail before them—from never having tried and tested the real seat of Mr. Dyce Sombre's insanity? With the greatest respect for the skill and ability of those medical gentlemen, I am of opinion that they have come to a wrong conclusion respecting Mr. Dyce Sombre's state of mind—not an erroneous opinion from the facts brought under their notice, but from the want of sufficient information upon the different heads of his disorder. But what places the matter beyond a doubt, and proves to demonstration that Mr. Dyce Sombre was still labouring under the same delusions at Paris as in England, are the affidavits of Mr. Quintin Dick and Mr. Okey; those gentlemen spoke of his delusions respecting his wife's infidelity being as strong as ever, and that he talked of referring her conduct to the Jockey Club at Paris. One hundred men, therefore, of the greatest skill might examine and report a person to be sane if they were not aware of his particular delusion; but can their evidence be put in competition with the direct testimony of Mr. Dick and Mr. Okey, who spoke to particular facts and acts of insanity, the more so, as the conversation with Mr. Dyce Sombre about his wife's intrigues, and that he had several ladies of rank offered to him by their husbands, and that the Queen had promised him a peerage to hush it up, and other absurd declarations of the same kind, took place immediately after the examination by the French physicians? Under all the circumstances, I can by no means say with the French physicians that Mr. Dyce Sombre was at that time in a sound state of mind. [His lordship then examined the evidence of the English physicians in the case who thought Mr. Sombre insane.] On the other side there have been filed, on the behalf of Mr. Dyce Sombre, the affidavits of medical men, four or five in number,—of Dr. Paris, the President of the College of Physicians; of Mr. Lawrence, a surgeon of great eminence; of Mr. Copeland, a surgeon of great eminence; of Mr. Key, a surgeon of great eminence; and of a physician of the name of Dixon. The affidavit of Mr. Lawrence in substance states, that the deponent visited Mr. Dyce Sombre on the 23rd of June; that he had a conversation with him on various subjects; that his remarks and answers to questions put to him were perfectly rational and proper; that when his wife was mentioned he appeared unwilling to enter upon that subject, saying that he had explained every thing to Dr. Southey, and that he would not go into that matter again, as it made his head ache. The affidavit of Mr. Lawrence goes on to state that it did not appear that Mr. Dyce Sombre bore any ill will towards his wife, but that he entertained a strong and unfounded impression as to her conduct; that the deponent could not ascertain the exact origin, the nature, or the extent of this impression, partly from the repugnance of Mr. Dyce Sombre to enter upon the subject, and partly from his want of quickness. The source of mischief, however, appeared to be jealousy operating upon the excitable character of an Asiatic. After alluding to his rationality during his late residence in France, the affidavit concludes by the expression of an opinion, that if placed under restraint he would really become deranged, but that, with the qualification of a doubt respecting the nature and origin of the impression entertained by Mr. Dyce Sombre on the subject of his wife, the deponent considers he is not of unsound mind; and that, therefore, he ought to be restored to his liberty. Now no person could be more able than the gentleman who had made that affidavit, but it is impossible not to feel the doubt and hesitation which prevail throughout the whole of it. It is, however, supported by the affidavits of the other medical gentlemen whose names I have mentioned; but they all appear to have been drawn up with doubt and hesitation as to the real state of Mr. Dyce Sombre's mind. I cannot put these affidavits in competition with those on the other side, which are founded upon facts as to stated delusions corresponding with the delusions which formerly existed, delusions of so marked a character as to constitute, in my opinion, unsoundness and infirmity of mind. It is the duty of this Court not to supersede a commission once issued on the *supposed ground that the party has recovered, unless upon clear and satisfactory evidence.* In a conflict of evidence (if this could be so considered), I should not be justified in at present superseding the commission. But the case does not rest here. I felt it to be my duty to see Mr. Dyce Sombre personally, and to call in to my assistance Dr. Southey and Dr. Bright to take part in the examination. I requested them to make to me a report, which I have received. It is a faithful account of what took place, although it does not set forth to the full extent the delusions which at the time appeared to me to exist. [His lordship then read that report, which shewed the continued existence of Mr. Dyce Sombre's delusions.] That report contains this statement with reference to Mr. Dyce Sombre's conduct with respect to duels. "He admitted that he entertained strong suspicions concerning Sir Frederick Bathurst, to whom he imputed an adulterous intercourse with his wife; and he would not allow that it was a hasty step on mere suspicion to send a hostile message to Sir F. Bathurst, with whom it appeared that he has very recently expostulated on the subject of this imputed infidelity of his wife. On being interrogated as to the introduction of deleterious drugs into his food, he expressed his conviction that such practices had taken place, and he described to us certain painful sensations in parts of his body which were intended to be injuriously affected thereby. Mr. Dyce Sombre did not conceal from us the fact of his having recommended his wife to send a challenge to Lady ——, on the ground that both that lady and Mrs. Dyce Sombre regarded favourably a particular individual, and he expressed his belief that such a step was natural and proper when the affections of two ladies happened to be directed towards the same person. He told us further, that he himself had proposed to his wife to fight a duel with her, she taking one pistol for that purpose, and he the other." I ought to have alluded to the letter written by Mrs. Dyce Sombre, and referred to in the report of the physicians. I have never seen that letter, but I have reason to know that it is a letter offering to go to the continent for the purpose of travelling with, and taking care of, her husband. It has been suggested in the course of the argument, that this is inconsistent with her notions as to his insanity. Now I do not think such an inference can or ought to be drawn. She has lived with him under his delusion at the imminent peril of her life. She has always been unwilling that he should be put under restraint. She has heard, that while in Paris the delusions had ceased, and, therefore, what is there unnatural in an affectionate wife wishing to take her husband under her especial care, in the hope that by attention

and vigilance he might be cured of the disorder under which he has laboured for so long a period of time? There is another observation which also I must make. It appears to me most extraordinary that Mr. Freere (the solicitor to the commission) should have left Paris at the time he did. He knew that an inquiry was about to take place there; he knew that important facts might be given in proof before the parties to whom the inquiry was intrusted, and yet on the very eve of that inquiry, he who was possessed of the most accurate information on the subject left his post, and left the French authorities to grope their way in the dark. I have heard no satisfactory explanation of that course of conduct, which has impressed itself strongly on my mind throughout the inquiry. I cannot ascribe it to any cause, nor can I divine the motive. It has been said that Mr. Freere thought it unnecessary to attend, because the French authorities had already made up their minds on the subject. I will not allow such an imputation to be made, because I am sure those gentlemen conducted their investigation in good faith, with perfect *bona fides*, and with a view to come to a proper result. Mr. Freere ought to have attended, and not deserted his post on an occasion when his client was so deeply interested.

The result of the whole case then is, that it is impossible for me to supersede the commission. Those who have attended to the detail of facts I have developed must be satisfied that, for the present at least, I must refuse to supersede the commission. Another consideration is, as to the course which is to be taken. The closing part of the affidavit of Mr. Lawrence, for whose judgment and skill I entertain the greatest possible respect, is well deserving attention. He states, that if Mr. Dyce Sombre is treated as a lunatic (by which Mr. Lawrence means shut up in confinement), nothing would be more likely than that he might become deranged, while, if the great source of his present irritation were removed, he, no doubt, would become tranquil and rational. Now during his residence in France, Mr. Dyce Sombre conducted himself properly and well, and I feel it my duty to take that circumstance into my consideration before I finally make any order on the subject. If Mr. Dyce Sombre is willing, under proper care, to return to France, there will be no difficulty on the part of the Court to adopt such suggestion. At present, however, it is impossible for me, on the evidence to which I have adverted, under the circumstances, to supersede the commission. I think the wife, though continued as one of the committees of the person, should have as little interference as possible, as it might operate injuriously to the lunatic. On all these grounds the only order I can at present make is, to refuse the application.

Common Law Courts.

ADMIRALTY COURT.

Friday, July 21.

THE LORD COCHRANE.

Bottomry Bond.—Persons advancing money on bottomry are entitled to require, and, in cases of distress, the master is entitled to give, the security of the cargo as well as the ship and freight, and the master cannot in every case be expected to consult with the shippers on the subject.

The most stringent necessity alone will justify the master in unshipping the cargo or in selling the vessel.

An action to recover the amount lent upon a bottomry-bond which was given at Pernambuco upon the ship, freight, and cargo of the *Lord Cochrane.*

The *Lord Cochrane*, belonging to Mr. Benson, of Liverpool, left that port in the spring of 1839, bound for the Island of Ascension, with Government stores. She was afterwards to sail to Pernambuco for a cargo homewards. She landed the stores and proceeded to Pernambuco, according to her original destination, and took a homeward freight; but leaving port, she ran on the bar and suffered such serious damage that she was compelled to put back for repair. The master not having the necessary means, entered into negotiation with Mr. Saunders, of the house of M'Calmont and Co. of Pernambuco, who furnished him with money, on the security of a bottomry-bond upon the ship, cargo, and freight. The owners of the ship and freight have not disputed the validity of the bond, but the owners of the cargo having refused to pay their share, amounting to no less than 5,000*l.* the present action has been brought.

Addams and *Bayford*, for the owners of the cargo.—The only question as to the validity of the bond appertained to the cargo. The cargo was subject to very different considerations from the ship and freight. Until the decision in the case of the *Gratitudine* (3 Robinson, 240), it had been a question, whether the master, under any circumstances, could hypothecate the cargo; but there, Lord Stowell had held that he might hypothecate the cargo under very particular and special circumstances. But were there any special circumstances here? Was the master driven to the last extremity? Had he no other alternative? Mr. Sanders was the agent of the owners, and money could have been obtained from him on personal credit. If not, he ought to have given distinct notice that he would not grant money on credit, and then the master might have unshipped the cargo, or have sold the vessel; and if he did not choose to take that responsibility upon himself, he should have written home for instructions. The advances made on the security of the bond were for the benefit of the ship and freight, but were not for the benefit of the cargo, whose owners ought, at any rate, to have been consulted, and it was unjust to fix upon them so heavy a liability.

Harding and *Elphinstone*, in support of the bond, were not called upon.

Dr. LUSHINGTON pronounced judgment.—Before I came into court I had carefully read over the papers in this case; and the original impression which was made upon my mind as to the validity of this bond, has not, in any degree, been changed by the arguments to which I have listened. The bond is upon the ship, the freight, and the cargo, and it certainly is to a very large amount; but whether that amount is consistent with the validity of the bond depends entirely upon the facts and circumstances of the case. The owners of the ship, and of the freight, who are the parties that appear in this court, though, in fact, the underwriters are the parties concerned, have not defended the bond as relates to the ship and freight. But that certainly is no reason why those who are interested in the cargo should not make use of any defence competent to them by law, against the bond, if any such defence they have. Now, one of the grounds which is generally put forward against the validity of a bond is, that either a necessity for it does not exist, or that the necessity was not of so urgent a nature as to require that it should be put in operation, as has been done in this case. But it is quite apparent, upon a consideration of this subject, that the greater the damage which has occurred—the larger the expense which has been incurred—the greater is the necessity for including the cargo, and for this obvious and plain reason—that the ship itself may be insufficient to discharge the bond, and, therefore, all persons advancing money where it is a large sum, require, as they have a right to do, the security of the ship, freight, and cargo; and I think that the legal principles upon this subject do not appear to have been clearly understood, in the opposition which has been made to this bond. I conceive that those who advance money on bottomry, whatever may be the amount which they undertake to advance, however they look to the value of the ship and freight, or to the value of the cargo, have a perfect right to take for their protection security on all three; and there is one reason which is quite apparent among others, viz. that it may happen, and has happened over and over again in these courts, that the ship itself, though of more than ample value at the time of the bond, either from subsequent misfortunes, or from being wrecked and stranded, has become wholly insufficient to defray the bottomry-bond, and the cargo has then been called in aid. Now, let us look at some of the facts connected with this transaction; and I will address myself to those facts, taking into my consideration at the same time one of the arguments which has been very much pressed on behalf of those who oppose the bond, viz. that Mr. Saunders, resident at Pernambuco, was the agent of Mr. Benson, the owner of the ship. It appears that this vessel, being the property of Mr. Benson, destined on a voyage to Ascension, and thence to Pernambuco, was not by him addressed to the firm of M'Calmont and Co. in Pernambuco; but that a conversation took place between him and one of the partners of the firm in London—connected certainly with that at Pernambuco; and in the course of that conversation it also clearly appears that the impression on Mr. Benson's mind was, that in all probability the vessel, when it arrived at Pernambuco, would be put in the hands of the Pernambuco house. That any such impression was conveyed to the London house is not so clear, but it is of no importance. Mr. Benson gives instructions to the master, which are sufficient for his guidance when he arrives at Pernambuco, and which he would be bound to follow unless extraordinary circumstances intervened, viz. to address himself to the house of M'Calmont and Co. at Pernambuco. But Mr. Benson causes no communication to be made to that house; he does not say to them that he adopts them as his agents; he does not state that he will honour their bills, nor does the master leave this country with any credit on the house at Pernambuco, or upon any one else. Now suppose for the moment that they are to be considered the agents for the owners—and I think that, in one sense of the term, undoubtedly they became the agents of the ship—it was their duty, having accepted that office, to perform all that was incumbent upon them in that capacity; and so they did, for they cause a full cargo to be procured, themselves being amongst the greatest shippers, and they defray the expenses, and draw on Mr. Benson for the amount, he being a person of known respectability. This transaction being over, the ship sails, but she meets with an accident almost on the point of leaving the port, which renders it imperative to bring back the ship to Pernambuco. Then there is much discussion as to whether the agency was resumed or not; but that, in my opinion, is not of the slightest importance, because I have yet to learn that even if the agency of the vessel were resumed, as contended for on behalf of the owners of the cargo, that it could really make any alteration in the legal bearing of this case. Now the vessel comes in; it is surveyed in the usual manner; survey upon survey takes place, and the greatest uncertainty prevails as to what will be necessary to be done in order to render her seaworthy, to accomplish her voyage to the port of Liverpool; and most probably the assistance and interference of the agent at Lloyd's was called in; for I am at a loss to consider how it would be reconcilable with duty, either upon the part of the master or the house at Pernambuco, to have acted in a matter of this description, in which they knew that an interest must necessarily exist at Lloyd's, without the concurrence and approbation of Lloyd's agent. It has generally been considered in these courts, and I apprehend most properly considered, that one of the greatest safeguards in transactions of this description is the recurrence to Lloyd's agent; because a person of this description must be supposed to be selected on account of his experience and character. It appears from the affidavit of Mr. Saunders, that it was not till the latter end of August that the expenses of the repairs were known; and it is contended as against the validity of this bond, that having previously acted as agents for the ship, it was the duty of the house at Pernambuco to give distinct notice that they would no longer advance money on credit. But did they advance money on credit at all, or did they make themselves responsible for one sixpence of these repairs without security? Of course I must look to the affidavit made in the case, and which is not contradicted by any one fact or circumstance. Mr. Saunders says, "that previously to the commencement of any of the said repairs, and before this deponent had made or undertaken to make, the said firm of M'Calmont and Co. of Pernambuco, in any manner liable or responsible to any person whatsoever for the expenses of any of the said repairs, it was distinctly understood, and agreed by and between the said master of the said ship and this deponent, on the behalf of the said firm of M'Calmont and Co. that the said master should, previously to the sailing of the said vessel, execute a bottomry-bond, at the usual rate of maritime interest." Now, I apprehend, then, that if this affidavit is entitled to credit—and I know no reason why it is not—that the master had distinct notice. But what are the cases, and what are the legal positions on the subject? It cannot be contended that an agent is not at liberty to advance money on bottomry. We know that years and years ago, where the agent had advanced money to a certain extent, not on bottomry, he was held justified in taking a bond, and requiring bottomry for the expense incurred. That was the case of the *Augusta*, decided by Lord Stowell about 1809 or 1810. (1 Dodson, 283.) If this be so, an agent is not bound, because he takes on himself the character of the agent of a ship, to advance or become responsible for a single farthing. This case has been argued as if the credit of Mr. Benson in this country were exactly the same thing as if he had an actual credit, and could have had money advanced in Pernambuco. The question I am to consider is, not the responsibility of Mr. Benson, even if a bill had been drawn upon him; but would any one at Pernambuco, under the existing circumstances, have been content to advance money, and take the chance of procuring it from Mr. Benson, who had cautiously taken care that no person should render him responsible for a single farthing—for it does not appear that he gave the master power to draw at Pernambuco for a shilling, nor that he had any communication with Pernambuco at all; much less that he authorized the house to draw upon him for one sixpence! Now all the circumstances of the case are in precise unison with its being an advance on bottomry. Advertisements in July, or notifications, whichever they are called, were posted up in the place of the greatest publicity, and where, of course, the very shippers of the cargo, according to the evidence in the case, must have been cognizant of the fact; and there were subsequent advertisements in the newspapers; and yet it is not pretended that any person was desirous to come forward and advance one-tenth of the sum requisite. Now this brings me to another part of the case—I mean to the conduct of the master with reference to the shippers of the cargo. It is said that in many cases it would be incumbent on the master, before he takes a bottomry-bond, to have communication with the owners of the cargo, where it can be practised, and to take their directions; but really this observation must be taken with great limitation, looking at the circumstances of this case. There are a great many shippers, whom no one in this country can know. It is very true that if these shippers had been ignorant of the circumstances, it would have been a strong argument against the *bonâ fide* conduct of the master that he had had no communication with them; but the shippers were on the spot; they must have been cognizant of the transaction. I am not speaking from an

inference of my own, but from facts spoken of in the affidavits. If they had thought it for their interest to interfere for the protection of the cargo, any one was at liberty so to do; but it only appears that one or two, having the slightest interest in the cargo, too trivial to mention, really took any share in the transaction. Now, to follow the case up a little further, let us see what are the alternatives offered to the master on this occasion. It is said that he might have unshipped the cargo—perhaps he might. Is there any one authority that can be quoted, that shews that the master was bound to unship under any circumstances? If he were, it would lead to this circumstance, that in all cases where a cargo could be unshipped, you could not bind it by a bottomry-bond. This is contrary to all practice and to all decided cases. Why is it that the master is not bound? I apprehend for this reason, because it would be dangerous to intrust him with too large a discretion; and that, though in some individual cases it might be beneficial to the particular owners, yet upon the whole it would be exceedingly dangerous to invest the master with any such great discretion. It is not merely a question of vitiating the insurance. The master may not, under all the circumstances of this case, have seen what was the precise path of duty as regards the owner of the ship as well as regards the owners of the cargo, and how their respective interests might have been affected if he had taken upon himself to unship the cargo. One thing is clear, that at this time he knew nothing of the amount of expense; it was impossible for him to tell what it would be. Was he to sacrifice the whole freight? Suppose that upon the accident occurring he had taken upon himself to unship the cargo, and that the letter directing the owners to insure it had failed in reaching its destination, would there have been no liability? These are not matters so clear as they seem to be, but would have been dangerous to the master unless he clearly saw the way to the equitable protection of all persons concerned in the ship, freight, and cargo. It was observed that he might have corresponded with the owners at home. What would have been the consequence of that? He must have locked up the ship and cargo for three months before any thing was done; and then at the end of it, is it not most probable that he would have been left to the exercise of his own discretion? And would it have been possible to have got all the persons interested in the cargo to have united with the owner of the ship to point out the precise course to pursue? It is vain to suppose that, in these fluctuating circumstances, changing from day to day, he is to wait for instructions which cannot be received within three months in the shortest possible time, and in all probability longer. One other observation has been made, and that is, that he might have sold the ship. Again, I should have liked to have had some authority for this position. A sale at Pernambuco of a ship condemned as unseaworthy—a sale not sanctioned by Lloyd's agent—what sort of a title would the purchaser obtain, and what sort of a price would the owner get? But there is no authority or order to authorize the master in selling the vessel. There must be the most urgent necessity for it—not mere expediency—that is never held to be a valid ground. No doubt, by the later cases it has been said, and truly said, that in cases of undoubted necessity, where the ship and cargo would be totally lost, unless the cargo were taken out and the ship sold, the master may sell; but, really, the stringency of the circumstances must be so great, that it is very difficult to define beforehand what are the circumstances which would not only justify the sale, but give a good title. It is not necessary for me, however, to enter into this question, because I am clearly of opinion that there was nothing in this case that would justify the master in having recourse to such a proceeding. It only remains to observe, in a few words, as to the great amount of repairs, the charges that have been made, and the averments that a bill of exchange might have been taken and bottomry have been saved. Suppose in this individual case that a bill of exchange had been taken, and the bottomry-bond taken also as a security, or rather, as we call it in these courts, the bill of exchange had been taken as a collateral security; we know that it is the every day practice, when the bill of exchange is paid, that the bottomry-bond is not sued for. But, is it not optional on the part of the person who advances his money to take a bottomry-bond and a bill of exchange, and when the vessel has arrived, to say, "I will be content with taking the ordinary premium, and I will not charge you with the bond?" But how that can have the slightest operation upon the validity of the bond I am at a loss to conceive. If the charges made for the repairs have been excessive, or there is any thing in the other charges contrary to the usages and the customs of merchants, and against all sound principles of justice and equity, the amount of the charges may be referred to the registrar and merchants, and these charges cut down according to their decision, subject to the adjudication of the Court, if there is any difference among them. But really there is nothing of the kind in this case; it is not contended that there is any thing excessive in this commission. It is five per cent. and two-and-a-half. It does not strike me that it is excessive, but if it is, it is a matter for the registrar and merchants, and not for the Court to determine. With regard to the premium itself, precisely the same observation must be made. The Court has never been in the habit of pronouncing against a bottomry-bond on that account. I remember that when I was at the bar I had to urge Lord Stowell strongly on the point where the premium was 40*l.* between Corunna and Portsmouth. His lordship said that that was a matter for reference, because the amount of the premium would depend on a variety of circumstances, whether money was scarce at the port, and so on, which the Court could not decide till an investigation had taken place. Now, I am happy to say, that in the present case fraud has been no longer contended for; I see nothing fraudulent; on the contrary, I think I see an earnest desire on the part of Mr. Saunders, who acted for M'Calmont and Co. to do his duty fairly between all the parties. He was placed in a situation of great difficulty, not from his own fault. He was invested with no specific power by the owner of the ship; he was left to the exercise of his own discretion, and might meet with unexpected circumstances incapable of being defined at the time the accident took place, or for weeks after, till the ship was laid open and examined. He was placed in that situation that the demands were growing, but he could not tell the extent to which they would go. I see no fault in that gentleman's conduct, and I see nothing to reflect upon him in any part of the correspondence. I have only to express my regret that circumstances have taken place which have rendered the period so long before the parties are entitled to receive the amount of the bond. Suffice it to say, that I hope no greater delay has taken place in this court than communication with Brazil rendered necessary and safe for all parties concerned in the bond. I pronounce for the bond, with the ordinary interest from the time it became due.

Bankrupt and Insolvent Courts.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Evans.)

Thursday, Sept. 19.

Married woman petitioner under the 7 & 8 Vict. c. 96—Variance between petition and balance-sheet.

Isabella Pringle Ross, sued as Isabella Pringle Scott (but the wife of David Ross, of 37, Sackville-street, Saint James's, commercial traveller), a petitioning debtor, was heard this day before Mr. Commissioner Evans. She was opposed by *Buchanan*, of Basinghall-street, for Thomas Grainger, a coal merchant, of Grosvenor Basin, and supported by *Bagley*, the barrister. It appeared she contracted the debt with this creditor before her marriage with *Ross*, as also a heavy debt with Messrs. Lyon and another, and was sued by them before her marriage in her maiden name *Scott*, and was at their suit committed to the Queen's Prison two years since, but soon after her coverture she filed a petition in the Insolvent Court by the name of Scott, and filed her schedule, but declined to be heard before that Court, and chose to petition this Court on the 20th of August last.

Buchanan, the attorney for the opposing creditor, raised the following objections: 1st, that the petitioner, being a married woman, and not being a trader according to the custom of London, was not an object contemplated by the Act of Parliament. 2nd. That she had misdescribed herself, as she had been a lodging-house keeper, and in an affidavit made by her in 1842 in a cause *Lyon and Another* v. *the Petitioner*, she swore she was at that time a lodging-house keeper, and her debts being more than 300*l.* her petition must be dismissed on the ground of being a trader within the meaning of the bankrupt laws. 3rd. That the petition was defective, as she had stated in her balance-sheet she had paid her attorney 5*l.* towards the costs of the petition, and had not mentioned that fact in her petition; therefore, by the express language of the second clause, the petition must be dismissed. 4th. That she had put her name to an accommodation bill since the contracting of most of her present debts, and had honoured the said bill with the money she ought to have paid to her creditors.

After a lengthened argument, which occupied upwards of an hour, the Court named a day for the final order, but with an understanding that if the attorney for the petitioner did not attend on that day to explain the 5*l.* paid him on account, the petition would be dismissed. This was the first case of a non-trader and a married woman being a petitioner to this Court.

Thursday, Sept. 26.

Re Baker.

Effect of dismissing prisoner's petition.

In this case the insolvent was a prisoner in the Queen's Bench prison, where he had petitioned the Court, and been discharged on an interim order. He now appeared for his first examination, when it was shewn that his debts exceeded 300*l.* and as he was a trader, the case was beyond the commissioner's jurisdiction.

Hughes applied to the Court to remand the insolvent to his former custody, pursuant to 7 & 8 Vict. c. 96, s. 24.

Mr. Commissioner Evans said he had no power to remand him as desired, but that the creditor might take him again in execution, according to sec. 6, as the interim order now ceased to protect the petitioner. It lay entirely with himself to commit his debtor to prison.

Re Waterfield.

This insolvent had also been a prisoner, and had obtained his discharge on filing his petition. Not appearing when called for, his petition was dismissed; the detaining creditor, as in the last case, being left to a second execution. The Commissioner's power to remand was stated to be confined only to cases in which he refused to name a day for a final order under the circumstances set forth in sec. 24.

Re Haslam.

Petition not restored after dismissal.

The insolvent, a discharged debtor, being called, did not appear. His petition was consequently dismissed. After the lapse of a short time,

Horry, for the insolvent, applied to have another day appointed for the examination, stating that on the previous evening the petitioner was labouring under a severe attack of fever, notwithstanding which he had declared his intention to attend. His solicitor had only just been apprised of this fact, to which his absence was attributed. He proposed, therefore, to file an affidavit of the cause of absence, and serve fresh notices as a condition for a second appointment for hearing.

Mr. Commissioner Evans declined to restore the petition to the file. It had been dismissed, and he could do more in the matter.

Re Lewis.

Uncertificated bankrupt's petition.

The petitioner was a trader owing on his schedule less than 300*l.* It transpired, however, that he had formerly been a bankrupt, and had not obtained a certificate.

Mr. Commissioner Evans thought that, such being the case, the debts owing under the commission ought to have been inserted in the present schedule, when the whole amount would have exceeded the prescribed sum. The petition was therefore dismissed.

COUNTRY COMMISSIONERS' COURTS.

BRISTOL DISTRICT BANKRUPTCY COURT.

(Before Mr. Commissioner Stevenson.)

Saturday, Sept. 21.

Re Mozoomdar.

In what cases an insolvent's petition must be dismissed.

This insolvent's petition was presented before the passing of the late Act, 7 & 8 Vict. c. 96. At the first hearing, *Smith* and *Homes* appeared to oppose, on behalf of various creditors, and *Stone* supported the insolvent.

It appeared that within a few days of filing the petition, the insolvent had obtained goods on credit from various tradesmen, and that he had made over all his property, including these goods to a relative.

The examination having been adjourned to this day, the insolvent did not appear when called; upon which Smith applied for the dismissal of the petition, urging that, as the petitioner did not appear to support it, it was the only course open to the Court, and that there was no power given to the Court to proceed with the petition under the circumstances of this case.

Homes, contrà.—The dismissal of the petition will be injurious to the interests of most of the creditors, inasmuch as some of them have executions which may be levied upon, and will absorb all the property. If the petition proceeds, the property will be fairly distributed, and will pay a good dividend to every creditor. The absence of the insolvent is no ground for the dismissal of the petition, which has been properly presented to the Court, and all the requisites made by the Acts conditions precedent to the right of the Court to entertain jurisdiction over the petition, have been complied with. These conditions under 5 & 6 Vict. c. 116, were, 1st, not being a trader owing 300*l.*; 2ndly, the notices required by that Act, but now abolished; 3rd, residence within the district; and, fourth, a full schedule. The absence of any one of these requisites was a ground, and the only ground, for dismissing the petition, because without them the Court had no jurisdiction. If it appear that the insolvent has contracted debts by fraud, the course to be adopted is pointed out by the 24th section of the new Act; that is, to refuse to name any day for the final order; no power is given to *dismiss* the petition on that ground.

Smith.—But the insolvent has not annexed a full schedule to his petition; he has omitted [illegible] debts.

Homes.—Even that does not [illegible] on the Court to dismiss the petition [illegible] may be amended by the [illegible] 8th section of the late Act [illegible]

to proceed with the petition, notwithstanding the death of the petitioner.

His Honour.—I think I have no alternative but to dismiss the petition. It must not be forgotten that this petition was presented before the passing of the late Act, and it is very doubtful whether the provisions of that Act apply to this petition. It is clear that many of the provisions do not apply. Under the old practice, if an insolvent did not attend to support his petition it was always dismissed.

Homes referred to *Lord Huntingtower's* case, where the first hearing was adjourned, although his lordship did not attend.

His Honour.—In that case the petitioner's solicitor attended for him, and stated the cause of Lord Huntingtower's absence. In this case, the insolvent has sent to the court a notice that he withdraws his petition. He has not passed his first examination, and it is only on his passing that examination that the Court has the power to name, or refuse to name, a day for the final order. As the insolvent does not appear to conclude his examination, and support his petition, it must be dismissed.

Petition dismissed accordingly.

REGISTRATION COURTS.

REVISION OF VOTERS FOR THE BOROUGH OF BRIDGWATER.

Wednesday, Sept. 25.

(Before Charles Saunders, Esq. Revising Barrister.)

Power of amendment under 6 Vict. c. 18.

William Bryant was objected to on the ground that he was not rated to all rates made for the relief of the poor during the year ending 31st July last.

It was proved by the voter that he was in occupation of a house of the required value, and had been called on and paid to the overseer all the rates made during the year.

On production of the rate-books, it appeared that his name and the property he occupied had been totally omitted from two out of three rates made during the year.

On the part of the objector it was submitted that this was a bad vote, in consequence of the omission, and that the error of the overseers (such it being proved to be) was not remedied by the 75th section of the 6th Vict. c. 18, which applies *only* to cases *of misnomers* or *inaccurate* or *insufficient description* in the rates of the person or property.

Mr. Saunders.—This is a case which falls within the mischief intended to be remedied by the 75th section. The voter here has occupied, is the person liable to be rated, and has been *bonâ fide* called on to pay, and in fact has paid these rates, and I hold that it is an insufficient description, which I have power, by the 75th section of the new Act, to correct; for if the claimant is not rated at all, it is clear he is insufficiently rated. *Vote allowed.*

There were four other persons objected to on the same grounds, whose votes were also allowed.

The objector applied for a case, which the revising barrister declined to state.

THE LEGISLATOR.

Summary.

We request the attention of our readers to the article on Mr. Fitzroy Kelly's Bill for establishing appeals in criminal cases. It is only by submitting proposed reforms in the law to a candid examination of the Profession that such changes can be safely made. There are always a number of minute points which escape the attention of the framer, in the first instance, and can generally be supplied by no one so well as by those conversant with the practical workings of the existing law. To give a well-known instance: no commissioner in bankruptcy, or attorney in the habit of attending to bankruptcy proceedings, would have omitted to give any power of distribution to the assignees under 5 & 6 Vict. c. 116.

We publish to-day a record of all the proceedings in private Bills during the last session, similar to the one in our first volume. The discussion on the propriety of the conduct of the lay and law lords in O'Connell's case still proceeds in the daily journals, and the continuance of the House of Lords as the court of supreme appeal, has been canvassed in various quarters. This subject will, no doubt, be presented in some tangible form next session.

Bills in Progress.

MR. FITZROY KELLY'S BILL

TO PROVIDE AN

APPEAL IN CRIMINAL CASES.

No one who feels any interest in the due administration of the law of this country can do otherwise than rejoice at the praiseworthy attempts made by Mr. Fitzroy Kelly to provide an appeal in criminal cases. It is due to the character of the criminal law; it is an obligation under which the legislature lies to the humbler classes of this kingdom, who are chiefly the objects of penal inflictions, that this appeal should be allowed. Future ages will look back with wonder and amazement at that cruel system of criminal jurisprudence which deprived an accused party of those checks against error, ignorance, and falsehood, which are available to all when the subject-matter of litigation is merely that of some civil injury; they will scarcely believe the annals of history when they read, that down to the middle of the nineteenth century, a party accused of crime had no means of appealing against a decision affecting his liberty or life, though that decision may have been contrary to law, and in open violation of all the good sense and facts of the case; they will believe it morally impossible that any nation possessed of the ordinary attributes of humanity could suffer for a single hour so cruel a state of things to exist. Nevertheless, such a state of things *does* exist, and that, too, with the concurrence (passive though it be) of many enlightened and benevolent individuals, whose position and influence in the state are such that any measure they might advocate of a rational character would surely meet with consideration and support; and it is left, as was that most excellent and just enactment, "The Prisoners' Counsel Act," to the efforts of a private individual to remove from our criminal code a blot of the most unseeming description. This passiveness is a remarkable instance of the indifference with which we are habituated to look upon abuses which have been sanctioned by a long existence; and it forcibly exhibits the tendency amongst men in authority to recognize and tolerate an evil when it does not press severely upon themselves rather than to bestir themselves for its removal. However, thanks to the well-directed efforts of one enlightened and active mind, the abuse and evil to which we have adverted is likely soon to be extinguished for ever, and our criminal code will be thereby purged of a feature of the most reproachful description.

Entertaining, as we do, the highest opinion of Mr. Kelly's Bill, we have taken the pains to go through it with more than ordinary attention. We desire to see the effects of this learned gentleman crowned with the most complete success, and therefore it is that we beg to call his attention, and that of the Profession at large, to the amendments which a careful perusal of the intended enactment has suggested to our minds as desirable and necessary. In order to give a clear statement of our views, we will take the sections of the intended Act in their proper order, and in doing this, we beg to refer the reader to the Bill itself, as printed in the number of this Journal of the 14th September.

The *first* clause states, in general terms, that any defendant who may be found guilty may apply, by way of appeal, to any one of the three common law courts, which courts are empowered to order that the verdict of guilty, and all subsequent proceedings thereupon had, shall be set aside; and that a new trial shall be had, or that a verdict of not guilty shall be entered in lieu thereof, and of judgment thereupon, or that the judgment shall be arrested. It is to be feared that this clause leaves the question of appeal in too loose a manner, and that it is scarcely sufficiently explanatory of its intention. It may well be inquired upon what materials is the motion of appeal to be made? Is the defendant to be at liberty to make an affidavit? If so, some provision should be made to facilitate his so doing, since, after a prisoner's conviction he becomes subject to all the usual rules appertaining to his new position, amongst others, to seclusion from his friends, legal advisers, &c. It may also be asked on what grounds are the courts to act in granting a new trial? Is *surprise* at the trial to be one, or the discovering of additional evidence, or, indeed, any of those reasons which in civil actions induce the Court to direct a new trial on payment of costs? Is the Court, in fact, to be at liberty to exercise a general discretion upon the subject, and in any case, to make a payment of costs by the prisoner a condition?

The *second* clause provides for the *time* when the appeal motion shall be made. We would here suggest that, inasmuch as a conviction for crime involves consequences to an accused family of no trifling magnitude, they should be allowed to prosecute the appeal at their own instance if the prisoner himself declines.

The *third* section provides for due obedience to all rules and orders of the superior courts.

The *fourth* section shews the mode in which the rules nisi and absolute are to be drawn up and served; and here it would have been as well if power had been given to the judges to draw up a body of rules for the purpose of regulating the practice upon the subject, since, notwithstanding the clause in question, much practical detail must be resorted to, for which the clause does not provide, in order to carry out its objects efficiently, particularly with respect to the Court of Common Pleas, in which there is no regular Crown officer. It would be wise, also, to provide that the clerk of the peace shall in every case be served (by post) with a copy of all rules.

The *fifth* section is a most important one; it enacts that "where any order for a new trial shall be made the Court shall order when such new trial shall take place, and that such trial shall be had in like manner as though no former trial had been had; that the Court, taking the second trial, shall have the same powers as the Court on the former trial; that where the superior Court shall order a verdict of 'Not Guilty' to be entered, or the judgment to be arrested or reversed, the gaoler shall, upon service of the office copy of the rule, discharge the defendant out of custody," &c. It is not a little singular, that no provision should have been made for opposing the making of the defendant's rule absolute. It is evidently intended, and it certainly is desirable, that the prosecutor, or some party on behalf of the Crown, should be permitted to shew cause; complete justice cannot be effected unless this be done; indeed, the fourth section provides for the service of the rule *nisi* upon the prosecutor or his attorney, evidently with the view of cause being shewn against the rule if necessary, but no provision is made in any clause in the Bill for the prosecutor's costs in opposing the rule: surely this must be altered. Under any circumstances, a prosecutor who has no personal end in view will be sufficiently loath to enter into a contest in the court above; but if he is to be saddled with costs in so doing he never will oppose at all; and thus imperfect justice will be done in the case. This must be remedied; costs of opposing the rule must be allowed; the officer of the court should tax them, and give a certificate for the amount to be paid on production to the county or borough treasurer out of the county or borough fund; and perhaps it would redound to the honour of the law if the judges were to be invested with a discretion to direct the defendant's costs to be paid in a similar way where their decision is in his favour. Some provision also is required in this clause for the purpose of getting the witnesses again together at the second trial; they should be bound over again: perhaps the easiest mode of doing this would be for the prosecutor or his attorney to apply to the nearest justice, who, upon reading the rule for the new trial, should issue his summons commanding the various witnesses to attend to enter into fresh recognizances; the said justice to give a certificate of expenses. Power, also, should be given to the Court to change the *venue*.

The *sixth* section provides for the carrying out of the sentence pronounced, in the event of the Court above refusing the rule *nisi*, or discharging it. It would be as well if the clause were to be a little more specific as to the *time* when the regular punishment is to commence. Suppose a party is sentenced to three months' imprisonment, and, in consequence of its being intimated that an appeal will be made, the Court directs the sentence to be suspended until after the determination of the appeal (which by the seventh section it may do), and the rule is refused, or ultimately discharged, from what exact time is the imprisonment under the sentence to commence? From the day of the service of the rule, or when, and how if the party be at large? This may easily be provided for, and it certainly should be.

The *seventh* section provides "that it shall be lawful for any Court before whom any indictment for any felony or misdemeanor shall be tried, to reserve any question of law which shall arise for the consideration of such one of the said Courts at Westminster, and it shall be lawful for the said Courts at Westminster in every case, whether upon motion or by writ of error, or on any question of law reserved by rule, to order a verdict of not guilty, &c. or to make such other order and give such other judgment as upon the whole matter shall appear to such Court to be right and just." In carrying this clause into effect, considerable difficulty will arise in cases where the defendant has been tried before a Court of Quarter Sessions, or other limited jurisdiction, from the notes of the trial not being before the court above. When tried at the assizes, the court above will have the judges' notes to refer to; but how will this be managed when the trial has been at the sessions? Some method must be devised for getting the notes of the evidence, or a transcript of them into court; how else can the Court judge of the propriety of a new trial. Perhaps the same method could be adopted which now exists in relation to the trial of issues under 20*l.* before the sheriff; a verified copy could be obtained; but as the sheriff or his undersheriff is a functionary always to be found at a fixed place, and a chairman or recorder at sessions may be any where, it would be as well to provide that these latter shall, at the end of each sessions, deposit their notes of the evidence with the clerk of the peace, who shall be authorised to give a verified copy (verified by his seal) to either the pro-

secutor or the defendant at a fixed charge. It is to be presumed that, after this Bill shall have become the law of the land, the old method of reserving a point at the assizes for the consideration of all the judges will no longer be adopted.

The *eighth* section directs the course to be adopted by the Court below when an appeal has been made: and it enacts that if any defendant who has been found guilty shall, by himself or his counsel or attorney, before sentence is pronounced, declare his intention of appealing or bringing a writ of error, or if the Court shall reserve any point of law, it may in its discretion either pronounce a sentence to be carried into execution after the determination of the appeal, &c. or postpone the pronouncing of a sentence until after the appeal, or to pronounce a sentence to be carried into execution notwithstanding the appeal, &c.; and in case of the postponement of the sentence or postponement of its execution, it may either order the defendant to be detained in custody until the determination of the appeal, &c. or to be discharged out of custody upon entering into recognizances, &c.; and where the Court shall have postponed sentence, and the verdict shall be affirmed, the Court above may pronounce sentence, which sentence shall be inserted in the rule of Court and be carried into effect, &c. &c. The provision in this clause relative to the admission to bail pending on appeal, a writ of error, &c. is wholesome and just. The authority given to the Court above of passing sentence cannot, however, be effectually exercised unless the evidence taken on the trial be brought before them. Some method, therefore, for this reason, also, must be adopted to get a transcript of the evidence brought up.

The *ninth* section provides for the passing of sentence on the defendant in the event of sentence having originally been postponed. and not passed even by the Court above; and the section gives the Court where the party was tried power to pronounce sentence at some sessions of the Court after the decision of the Court above shall have been pronounced against the defendant. To carry this clause effectively out, some provision should be made for having the notes of the trial before the Court at the time the defendant is to be sentenced; it will not do to rely upon the memory of the judge, and indeed it would but rarely occur that he would be the same who presided at the former trial; it would never do to pass sentence in ignorance of the facts of the case. The clerk of the peace, therefore, upon whom it would be well that a copy of all rules under this Act should be served, should be directed to have the notes of the evidence in court at the time they might be required. In relation to the power of the Court to order the sentence to be carried into effect notwithstanding the appeal, an exception ought to be made to this power in the cases of capital offences; it would be a little strange to give a man a power of appealing, and kill him in the mean time. Still, there is some difficulty about this matter; the power to appeal is given generally, and upon the defendant's declaring his intention at the trial, the judge has power to stay the execution of the sentence. Now if in capital cases the sentence is nevertheless to be carried into effect, the power of appeal is useless; and if it is to be stayed on the defendant's declaring his intention to appeal, he will declare such his intention in every case, and thus in *every* case of a conviction for murder, the sentence will for a period, and in many cases a *very long* period, be suspended. This is a very serious difficulty, and we do not well see a way out of it.

The *tenth* section provides for the tendering, in criminal cases, of bills of exceptions, and for the suing out of writs of error. This section, like the others, is silent as to the prosecutor's costs; surely some provision should be inserted upon the subject.

The *eleventh* section empowers the Court above to grant a new trial, even where the verdict has been that of not guilty, in cases of indictments for the non-repair, obstruction, or damage of or to any highway or bridge, or for any nuisance. This exception to the old rule of the criminal law, that a party shall not, after being acquitted, be again tried for the same offence, is well introduced, since indictments for the above offences either do not involve individual liability, or are brought for the purpose of trying some right; in either of which cases the objection to a second trial has little or no weight.

The *twelfth* section enacts that it shall not be necessary for any defendant to be present before any of the courts at Westminster at the hearing of the appeal, &c. nor at the pronouncing of judgment. No provision is made for the event of a defendant desiring to make his own motion; in such a case he ought to be at liberty to sue out a *habeas corpus*.

The *thirteenth* section opens the Court of Common Pleas for the purposes of this Act to the entire bar. It will, no doubt, shortly be found convenient to establish an additional superior court for the purpose of taking cognizance, not only of the appeals, &c. under this Act, but the entire branch of Crown business now appertaining to the Queen's Bench. Such a Court even at present, from the vast increase of Crown rules of late years, is much wanted; and, with the addition which this enactment will make to the Crown practice, it will be indispensable.

The *fourteenth* section provides for the production of a copy of any indictment when the same shall be necessary for the purposes of the appeal, &c.

The *fifteenth* section enacts "that in all cases of prosecution for any crime, a copy of the indictment shall be delivered either before or after sentence to the defendant upon application on payment of a reasonable sum for the same, and that such copy shall be signed and certified to be a true copy by the clerk of assize or such other officer having the custody thereof, and every such copy purporting to be signed and certified as aforesaid, shall be deemed and taken for all intents and purposes whatsoever, to be as good and effectual as the indictment itself, &c.; and any clerk of assize, &c. certifying any such copy as a true and authentic copy, knowing the same to be false in any material part, and any person counterfeiting the signature of such clerk, &c. for the purpose of counterfeiting a copy of such indictment, &c., or who shall utter any such false copy knowing the same to be false, &c. shall be guilty of felony, and being duly convicted, shall be liable to be transported beyond the seas for life or for any term not less than seven years, or to be imprisoned for any term not exceeding four years." This clause will be found highly convenient in practice, and the penalty annexed to wilful fraud will be amply sufficient to deter parties from designedly falsifying any of the records referred to. The section, however, scarcely goes far enough to ensure that accuracy in transcription so necessary in such a case. The most important results to a party may be the consequence of an erroneous transcript of a single word; some check, therefore, should be placed upon carelessness, since errors are more likely to arise from this source than from any other, and it would be wise, therefore, to impose a *pecuniary penalty* for any error or inaccuracy in any material part, &c.

The *sixteenth* section provides for the removal of an indictment found at the sessions to the assizes, and for a trial by a special jury; a clause which appears to be judicious, subject to this observation, that inasmuch as a party arraigned for felony has a right peremptorily to challenge twenty jurors (which has been the reason why hitherto special juries have not been allowed in felonies, *Rex* v. *Macartney* (Vin. ab. tit. Trial, D. a, 2 pl. 5); see also the judgment of Coltman, J. in *Gray* v. *The Queen*), this difficulty must be met, or a special jury, when obtained by the prosecutor, will be a nullity.

The *seventeenth* section, after reciting the inconvenience, expense, and delay attending the removing of indictments and records by writs of *certiorari* and *error* for the purpose of objecting to their sufficiency, enacts that it shall be lawful for a prosecutor or defendant in any case of felony or misdemeanour, to apply to the courts above upon production of such certified copy as aforesaid, to quash such indictment or reverse the judgment, and that the judgment pronounced on such certified copy shall be of the same force as if pronounced on the indictment itself on a writ of error. This is a sensible provision, but we fear that unless strict accuracy in transcribing be insured by a pecuniary penalty that it will not answer the purpose intended, particularly when it is remembered that the certified copy will chiefly be required to illustrate the errors, omissions, and inaccuracies of the original record; defects, indeed, which the transcriber will be but too ready to supply, and this, too, from no wrongful intention, but from a long practice of drawing legal forms correctly himself. Unless, indeed, even accidental and unintentional inaccuracy be visited with a penalty, we much fear that a certified copy of an indictment will not receive the confidence of the profession.

Two or three subsequent sections being the interpretation and construction clauses, &c. conclude the Act.

We have been thus critical with the view of improving and perfecting an Act which we feel assured will be of the greatest importance. Many of the suggestions we have thought it right to make, we conceive to be indispensable to the due working of the measure, and we trust that they will receive attention at the hands of those who have the power to exercise an influence over its fate. Before leaving the subject we would suggest the propriety of the introduction of a clause requiring the party having the legal custody of depositions to give copies of the same to the prosecutor or his attorney on the payment of a reasonable amount per folio. The 6 & 7 Wm. 4, c. 114, which by s. 3 gave defendants a right to copies of the examinations of witnesses on payment of a sum not exceeding *three halfpence* a folio of ninety words, does not apply to prosecutors; and the result is, that clerks to magistrates are sometimes in the habit of charging most exorbitantly for these copies. In one case we remember twelve and sixpence being charged for depositions occupying only two sides of foolscap, the answer given to the remonstrance at such a charge being that there were five witnesses; and that it was a rule to charge *half-a-crown for each witness!* A clause making it imperative on the proper parties to deliver copies of the examinations at a small fixed sum will be a useful and convenient addition to this excellent Act, which we trust ere another session elapses, will become a part and parcel of the law of the land.

NEW STATUTES.

Of the Session 8 Victoria.

[In this record of actual Legislation, we adopt the plan of giving the titles alone of the statutes of no general or professional interest; and analyses of the more important changes in the law, printing at length such statutes or parts of statutes only as are of particular interest to our readers.]

(*Continued from page 472.*)

Cap. LXXXIV.

An Act for regulating the Construction and the Use of Buildings in the Metropolis and its Neighbourhood. (August 9, 1844.)

This is a very important Act to the inhabitants of the metropolis and its environs, but not of sufficient general interest, and too technical in its details, to be printed at length. We shall therefore give only a brief abstract of its provisions, and the sections which affect building agreements, leases, &c.

Sec. 1 enacts that the Act shall come into operation, as to the districts and the officers to be appointed in pursuance thereof, on the first day of September next, and as to the buildings, streets, and other matters, on the first day of January, one thousand eight hundred and forty-five, and that on the said first day of January all the Acts mentioned in the Schedule (A) thereunto annexed, except so far as in the said schedule is provided, shall be and are thereby repealed.

Sec. 2 defines the terms used in the Act.

Sec. 3. *Extent of operation of the Act in reference to localities.*—And be it enacted, That the operation of this Act shall extend to all places within the following limits (that is to say): to all such places lying on the north side or left bank of the river Thames as are within the exterior boundaries of the parishes of Fulham, Hammersmith, Kensington, Paddington, Hampstead, Hornsey, Tottenham, Saint Pancras, Islington, Stoke Newington, Hackney, Stratford-le-Bow, Bromley, Poplar, and Shadwell; and to such part of the parish of Chelsea as lies north of the said parish of Kensington; and to all such parts and places lying on the south side or right bank of the said river as are within the exterior boundaries of the parishes of Woolwich, Charlton, Greenwich, Deptford, Lee, Lewisham, Camberwell, Lambeth, Streatham, Tooting, and Wandsworth; and to all places lying within 200 yards from the exterior boundary of the district hereby defined, except the eastern part of the said boundary which is bounded by the river Lea.

Sec. 4 gives power to the Queen in Council to extend the limits of the Act to any place within twelve miles of Charing Cross, after due notice in the *Gazette*.

Sections 5—8 relate to the regulation of buildings.

Sec. 9. *Modification of building contracts.*—Provided always and be it enacted, with regard to any building of whatever class, so far as relates to the modification of any written contract or agreement now in force for erecting or altering such building (other than a contract or agreement in the nature of a building lease), That it shall not be lawful to execute such contract otherwise than in conformity with the provisions of this Act, but it shall be lawful for either party and he is hereby entitled to deviate from such contract so far as any part thereof may remain to be executed after this Act shall have come into operation, and the alterations rendered necessary by this Act shall be performed as if this Act had been in force when such contract was entered into; and that if the parties thereto shall disagree about the difference of the costs and expenses of the works when performed according to the provisions of this Act, and the works as stipulated for in such contract, then, upon notice being given in writing by one party to the other, it shall be lawful for either party, and he is hereby entitled, to refer the matter to the surveyor, who shall determine the same, subject to appeal as aforesaid to the official referees, and the award of such official referees shall be final and binding on all the parties, and in all respects, as if such award had formed part of the contract, and the costs of the reference shall be borne by all or any or either of the parties, in such manner and proportion as the surveyor, or, in case of appeal, as the official referees shall appoint.

Sec. 10. *Modification of building leases.*—Provided always and be it enacted, with regard to any building of whatever class so far as relates to the modification of any existing lease or agreement for a lease, being of the nature of a building lease, whereby any person may be bound to erect buildings, That, notwithstanding any thing herein contained, if it be made to appear to the official referees that any rules by this Act prescribed will prevent the due observance of or be at variance with any such lease or agreement, and that the objects of this Act may be obtained by modifying such rules either entirely or partially in conformity with such lease or agreement, then it shall be lawful for the said official referees by their award to authorize such modification, subject nevertheless to the approbation of the Commissioners of Works and

Buildings, and subject to such modification, or, in default thereof, it shall be the duty of such person so bound to erect buildings, and he is hereby required, to erect every building agreed to be built by such lease or agreement according to the conditions rendered necessary by this Act, in the same or like manner as if this Act had been passed and in operation at the time of making such lease or agreement.

The section goes on to enact that the lessee or tenant may apply to the official referees to assess the amount of compensation he may be entitled to, and that their decision shall be final.

Secs. 11, 12 empower the commissioners to modify the provisions of the Act in certain cases.

Sec. 13 defines the duties of builders.

Secs. 14—19 relate to buildings generally.

Secs. 20—39 relate to party walls, party fences, and intermixed buildings.

Secs. 40—44 relate to ruinous buildings.

Sec. 45 authorizes the Court of Mayor and Aldermen of the city of London, holden in the outer chamber of the Guildhall, to exercise the powers vested in the mayor and aldermen.

Secs. 46—50 regulate the expenses and the mode of recovering them.

Sec. 51 regulates the drainage of houses.

Sec. 52 regulates the mode of building streets and alleys.

Sec. 53 prohibits, after July 1, 1846, the occupation of cellars or any underground room, except for a ware-room or store-room; and the following sections, as far as sec. 63, contain various enactments concerning the use of buildings, and give additional remedies with regard to nuisances.

Secs. 64—79 relate to the duties of the district surveyors.

Secs. 80—99 relate to the duties of the official referees, the registrar, and other officers.

Secs. 100, 101 contain the usual enactments as to informalities in distress, tender of amends, and payment of compensation into court.

Sec. 102 allows money due under any award or certificate, or other proceeding in pursuance of the Act, to be recovered by distress or imprisonment, under the warrant of two justices or a police magistrate, according to circumstances.

Secs. 103—107 regulate prosecutions of offences, removals of orders, &c. into superior courts, appeals from convictions, and the time and mode of recovering penalties.

Sec. 108 enacts, that actions against persons acting under the Act must be brought within six months; that twenty-one days' notice must be given; that the *venue* must be laid in London or Middlesex, according to circumstances; that the general issue may be pleaded in such actions, and the special matter may be given in evidence.

Sec. 109 empowers the Court, or a judge, to require the plaintiff in any such action to give security for costs.

Sec. 110 empowers any surveyor under the Act, or other person, to recover any penalties or expenses due under the Act within three months; but provides that seven days' notice of such proceedings must be given at the offices of the surveyor of the district by any other person, except a surveyor or official referee, taking such proceedings.

Sec. 111 enacts, that the owners and occupiers for the time being must, in the first instance, pay all costs, expenses, &c. under this Act.

Secs. 112—116 contain various enactments as to the requisites of notices under the Act, the modes of service, and the parties on whom they are to be served.

Sec. 117 regulates the mode in which consents in behalf of incapacitated persons are to be given.

Sec. 118 exempts certificates and awards, made or signed by a surveyor or official referee under the Act, from stamp duty.

Sec. 119 declares the Act to be a public Act.

Sec. 120, the usual clause as to amendment.

Schedule A contains the Acts and parts of Acts repealed.

Schedule B, the list of buildings exempted.

Schedule C, the rules for determining the classes and rates of buildings.

Schedule D, the rules as to the construction of walls.

Schedule E, those relating to projections.

Schedule F, those relating to the construction of chimneys.

Schedule G, to the construction of roofs.

Schedule H, to the construction of drains and cesspools, &c.

Schedule I, to streets and alleys.

Schedule K, to dwelling-houses, with regard to back yards and areas.

Schedule L, list of fees payable to district surveyors.

Schedule M, summary of proceedings, and forms of notices required by the Act.

CAP. LXXXV.

An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament; and for other purposes in relation to Railways. (August 9, 1844.)

It will be unnecessary to reprint this statute entire. An abstract of its provisions will be sufficient, as it has no particular legal interest.

Sec. 1 provides that if, after twenty-one years from the passing of the Act for the construction of any future railway, the profits shall exceed 10*l.* per cent. the Treasury may revise the scale of tolls and fix a new scale, and that it shall not be again revised for twenty-one years thereafter.

Sec. 2 gives to Government the option of purchasing such railways at twenty-five years' purchase estimated at the annual profits for three years preceding.

But sec. 3 enacts that existing railways shall not be subjected to the options; and sec. 4 reserves to Parliament the power of considering its future policy in regard to the said options.

Sec. 5 enacts that railway companies are to keep accounts, which are to be open to inspection by the Government.

Sec. 6 is sufficiently important to be given entire:—

Companies to provide one cheap train each way daily.—And whereas it is expedient to secure to the poorer class of travellers the means of travelling by railway at moderate fares, and in carriages in which they may be protected from the weather; be it enacted, That on and after the several days hereinafter specified all passenger railway companies which shall have been incorporated by any Act of the present session, or which shall be hereafter incorporated, or which by any Act of the present or any future session have obtained or shall obtain, directly or indirectly, any extension or amendment of the powers conferred on them respectively by their previous Acts, or have been or shall be authorized to do any Act unauthorized by the provisions of such previous Acts, shall, by means of one train at the least to travel along their railway from one end to the other of each trunk, branch, or junction line belonging to or leased by them, so long as they shall continue to carry other passengers over such trunk, branch, or junction line, once at the least each way on every week-day, except Christmas-day and Good Friday (such exception not to extend to Scotland), provide for the conveyance of third-class passengers to and from the terminal and other ordinary passenger stations of the railway, under the obligations contained in their several Acts of Parliament, and with the immunities applicable by law to carriers of passengers by railway; and also under the following conditions (that is to say):—

Such train shall start at an hour to be from time to time fixed by the directors, subject to the approval of the Lords of the Committee of Privy Council for Trade and Plantations:

Such train shall travel at an average rate of speed not less than twelve miles an hour for the whole distance travelled on the railway, including stoppages:

Such train shall, if required, take up and set down passengers at every passenger station which it shall pass on the line:

The carriages in which passengers shall be conveyed by such train shall be provided with seats, and shall be protected from the weather, in a manner satisfactory to the Lords of the said committee:

The fare or charge for each third-class passenger by such train shall not exceed one penny for each mile travelled:

Each passenger by such train shall be allowed to take with him half a hundred weight of luggage, not being merchandize or other articles carried for hire or profit, without extra charge; and any excess of luggage shall be charged by weight, at a rate not exceeding the lowest rate of charge for passengers' luggage by other trains:

Children under three years of age accompanying passengers by such train shall be taken without any charge, and children of three years and upwards, but under twelve years of age, at half the charge for an adult passenger:

And with respect to all railways subject to these obligations which shall be open on or before the first day of November next, these obligations shall come into force on the said first day of November; and with respect to all other railways subject to these obligations, they shall come into force on the day of opening of the railway, or the day after the last day of the session in which the Act shall be passed by reason of which the company will become subject thereunto, which shall first happen.

Sec. 7 imposes a penalty of 20*l.* per day for non-compliance with this regulation.

Sec. 8 gives to the Board of Trade a discretionary power of allowing alternative arrangements.

Sec. 9 exempts cheap trains from taxation.

Sec. 10 enacts that where companies run trains on the Sunday, cheap trains are likewise to be provided.

Sec. 11 requires railway companies to provide certain additional facilities for the transmission of the mails; and by sec. 12 they are to convey military and police forces at certain charges.

Sec. 13 requires companies to allow lines of electrical telegraph to be established, and by sec. 14, those established by private parties are to be open to the public.

Sec. 15 enacts that the Board of Trade shall appoint inspectors of railways.

Sec. 16 repeals the provisions of 3 & 4 Vict. c. 97, and in lieu thereof, it is enacted by sec. 17 that if railway companies contravene or exceed the provisions of their Acts, or of any general Acts, the Board of Trade is to certify the same to the Attorney-General, who shall proceed against them; but by sec. 18, the company is to have twenty-one days' notice, and prosecutions are to be under the sanction of the Board of Trade and within one year after the offence.

Sec. 19 prohibits the issue of loan notes and other illegal securities, but permits loan notes already issued to be renewed, and sec. 20 empowers those already due to be paid; but by sec. 21, the companies are to make a register of all such loan notes or other securities.

Sec. 22 we copy entire, as it is of legal interest:—

Remedy for recovery of tithe rent charged on railway land.—And whereas the remedies now in force for the recovery of tithe commutation rent-charges are in many instances ineffectual for such parts thereof as are charged upon lands taken for the purposes of a railway, and it is therefore expedient to extend the said remedies when the said rent-charges may have been duly apportioned; be it enacted, That in all cases in which any such rent-charge, or part of any rent-charge, has been or hereafter shall be duly apportioned under the provisions of the Acts for the Commutation of Tithes in England and Wales, upon lands taken or purchased by any railway company for the purposes of such company, or upon any part of such lands, it shall be lawful for every person entitled to the said rent-charge or parts of such rent-charge, in case the same has been or shall be in arrear and unpaid for the space of twenty-one days next after any half-yearly day fixed for the payment thereof, to distrain for all arrears of the said rent-charge upon the goods, chattels, and effects of the said company, whether on the land charged therewith, or any other lands, premises, or hereditaments of such company, whether situated in the same parish or elsewhere, and to dispose of the distress when taken, and otherwise to demean himself in relation thereto, as any landlord may for arrears of rent reserved on a lease for years: provided always, that nothing herein contained shall give or be construed to give a legal right to such rent-charge, when but for this Act such rent-charge was not or could not be duly apportioned.

Sec. 23 provides for communication to and from the Board of Trade, service of notices, &c. and secs. 24 & 25 for the application of penalties and the interpretation of the Act.

CAP. LXXXVI.

An Act for the Relief of Clerks to Attorneys and Solicitors who have omitted to enrol their Contracts; and for amending the Law relating to the Enrolment of such Contracts, and to the Disabilities of such Clerks, in certain Cases. (August 9, 1844.)

34 Geo. 3, c. 14; 6 & 7 Vict. c. 73. *Indemnity to clerks who have neglected to enrol their contracts.*—Whereas, by an Act passed in the thirty-fourth year of the reign of his late Majesty King George the Third, intituled "An Act for granting to his Majesty certain Stamp Duties on Indentures of Clerkships to Solicitors and Attorneys in any of the Courts in England therein mentioned," it is enacted, that no person who by any contract in writing made after the days in the said Act respectively mentioned shall become bound to serve as a clerk in order to his admission as a solicitor or an attorney in any of the Courts therein mentioned shall be admitted to be a solicitor or attorney in any of the said courts, unless the indenture or other writing containing such contract, duly stamped, shall be enrolled or registered with the proper officer to be appointed for that purpose in the court wherein such

person shall propose to be afterwards admitted a solicitor or attorney by virtue of his service under such contract, together with an affidavit of the time of the execution of such contract by such clerk; and in case such indenture or other writing shall not be enrolled or registered in such court within six months next after the execution thereof, together with such affidavit, that then and in such case the service of such clerk under such indenture or writing shall be deemed to commence from the time of such enrolment or registry, and not from the execution of such indenture or writing: And whereas by an Act passed in the sixth and seventh years of the reign of her present Majesty, intituled "An Act for consolidating and amending several of the Laws relating to Attorneys and Solicitors practising in England and Wales," it is enacted, that whenever any person shall, after the passing of the said last-mentioned Act be bound by contract in writing to serve as a clerk to any attorney or solicitor, as therein mentioned, such attorney or solicitor shall, within six months after the date of every such contract make and swear, or cause to be made and sworn, an affidavit of such attorney or solicitor having been duly admitted, and also of the actual execution of every such contract, and containing such particulars as are therein mentioned; and that every such affidavit shall be filed within six months next after the execution of the said contract with the officer therein mentioned, who shall thereupon enrol and register the said contract, and shall make and sign a memorandum of the day of filing such affidavit upon such affidavit, and also upon such contract; and it is thereby provided, that in case such last-mentioned affidavit be not filed within such six months, the same may be filed after the expiration thereof, but that the service of such clerk shall be reckoned to commence and be computed from the day of filing such affidavit, unless one of the courts of law or equity shall otherwise order: And whereas many persons who may have paid the proper stamp duties either before or within six months after the execution of the contracts in writing entered into by them for the purposes aforesaid have omitted to cause affidavits to be made, and afterwards to be filed in the proper office, of the execution of such contracts, as required by the said first-mentioned Act, and have also omitted to cause such contracts, and the indentures thereof, or the assignment of any such indentures, to be enrolled within the time in which the same ought to have been done, whereby they have incurred certain disabilities; for preventing whereof, and relieving such persons, be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That every person who shall, either before or within six months after the execution of such contract or indenture, have paid the proper stamp duty in that behalf, and who at the time of the passing of this Act shall have neglected or omitted, or who may, within six months after the execution of any such contract or indenture executed before the passing of this Act, neglect or omit to cause any such affidavit or affidavits, as required by the said first-mentioned Act as aforesaid, to be made and filed, or such contract, or indenture, or assignment to be enrolled, and who on or before the first day of Hilary Term next shall cause such contract, or indenture, or assignment to be enrolled with the proper officer in that behalf, and one or more affidavit or affidavits, as required by the said first-mentioned Act, to be made, and afterwards to be filed, in such manner as the same ought to have been made and filed in due time, shall be and is hereby indemnified, freed, and discharged from and against all incapacities and disabilities in or by any Act or Acts mentioned by reason of such neglect or omission; and every such affidavit and affidavits so to be made, and which shall be duly filed on or before the said first day of Hilary Term next, shall be as effectual to all intents and purposes as if the same had been made and filed within the respective times the same ought by the laws now in being for that purpose to have been made and filed.

2. *Where persons neglect to enrol their contracts within the time allowed, the Court may order the service to commence from the execution.*—And whereas certain persons who have become bound by contracts as aforesaid, executed before the passing of this Act, may have enrolled the same after the expiration of six months from the date thereof, or may omit to enrol the same within the time hereby provided; be it enacted, That it shall be lawful for any of her Majesty's superior courts of law or equity at Westminster, in any case where any such contract executed before the passing of this Act shall not have been enrolled within the six months from the date thereof, or shall not be enrolled within the time by this Act allowed, to order and direct, either before or after the contract shall in any such case have been enrolled, with the proper affidavit by law required, that the service under such contract shall be reckoned to commence and be computed from the execution of such contract, or from any subsequent period prior to such enrolment, as such Court may think fit; and the same shall be deemed to have so commenced accordingly, whether such person shall at any time afterwards apply to be admitted in the same or any other court, any thing in the said first-mentioned Act, or any other Act to the contrary notwithstanding.

3. *Provisions of 34 Geo. 3, c. 14, as to the enrolment of contracts repealed.*—And whereas since the passing of the said Act of the sixth and seventh years of her present Majesty's reign the aforesaid provisions of the said Act of the thirty fourth year of the reign of King George the Third have become unnecessary, and it is expedient that the same should be repealed; be it therefore enacted, That so much of the said last-mentioned Act as relates to the enrolment and registering of indentures and other writings containing any contract whereby any person shall become bound to serve as a clerk in order to his admission as a solicitor or attorney in any of the courts in the said Act mentioned, together with such affidavit as aforesaid, shall, in respect of all such indentures or writings made or executed after the passing of this Act be and the same is hereby repealed: provided always, that nothing herein contained shall be deemed or construed to repeal or alter any of the provisions of the said Act of the sixth and seventh years of the reign of her present Majesty.

4. *Neglect of attorneys, &c. in taking out their annual certificates not to disqualify their clerks.*—And whereas many attorneys, solicitors, notaries public, and others may have omitted or may hereafter omit to take out annual certificates, or to enter or register the same in the proper office, and persons who may have served as clerks to such attorneys, solicitors, notaries public, and others, may by reason of such omission have incurred or may hereafter incur certain disabilities; for preventing whereof be it enacted, That no person who now has or hereafter shall have regularly served any attorney or attorneys, notary public or notaries public, for the term of years required by law, shall be prevented or disqualified from being admitted an attorney, solicitor, or notary public, by reason of any omission of the person or persons whom he served for the same term or any part thereof having neglected or omitted to take out his annual certificate, or to enter or register the same; provided such person so having served is otherwise entitled to be so admitted as aforesaid by the laws for the time being in force relating thereto.

5. *Act may be altered this session.*—And be it enacted, That this Act may be amended or repealed by any Act to be passed in the present session of Parliament.

Cap. LXXXVII.

An Act to amend the Law for regulating Places kept for slaughtering Horses. (August 9, 1844.)

We give this statute entire :—

New licences to be annual.—Whereas by an Act passed in the twenty-sixth year of the reign of his Majesty King George the Third, and also by an Act passed in the sixth year of the reign of his late Majesty King William the Fourth, provision was made for the regulation and inspection of houses and places kept for the purpose of slaughtering horses; and whereas it is expedient to make further provision for the better and more effectual regulation and inspection of such houses and places; be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present parliament assembled, and by the authority of the same, That every licence which shall after the passing of this Act be granted under or by virtue of the said Act of the twenty-sixth year of King George the Third, authorizing any person to keep or use any house or place for the purpose of slaughtering or killing any horse or other cattle (not killed for butchers' meat), shall be granted, and shall continue in force, for a period not exceeding one year from the date at which the same was granted, determinable as hereinafter provided: provided nevertheless, that in the case of the renewal of any such licence to any person to whom any such licence may have been previously granted as aforesaid it shall not be necessary for such person to obtain or produce to the justices at such general quarter sessions of the peace a certificate under the hands and seals of the minister, churchwardens, overseers, or householders, as required by the said last-mentioned Act.

2. *Justices in quarter sessions may cancel licences.*—And be it enacted, That it shall be lawful for the justices assembled at any general quarter sessions of the peace to be holden for any county, upon application and complaint made to them in writing by any person, and upon due proof being made to them that the party so complaining had given fourteen days' previous notice in writing thereof to the clerk of the peace for such county, and also to the party complained against, and upon due proof to their satisfaction that any person so licensed as aforesaid has been guilty of any breach or violation of the said two several hereinbefore recited Acts or either of them, or of this Act, or any part or parts thereof respectively, to cancel and wholly put an end to any and every licence which may have been granted to the person or persons so complained against, and from thenceforth the same shall be of no force or effect.

3. *Persons wantonly or cruelly ill-treating any horse to be liable to penalty.*—And be it enacted, That if any such licensed or other person shall wantonly or cruelly beat, ill-treat, abuse, wound, or torture any horse or other cattle in any house, pound, stable, or other place in the occupation or use of such licensed person, every such person shall for every such offence, on conviction thereof, forfeit and pay a sum of money not exceeding five pounds.

4. *Power for constables to enter licensed places.*—And be it enacted, That it shall be lawful for any constable from time to time, and as often as he shall think fit, at all reasonable times in the daytime, by authority of this Act, either alone or accompanied by any inspector appointed or to be appointed under the first-recited Act, to enter upon and view and inspect all and every the houses, stables, sheds, yards, grounds, and premises for the keeping of which any such licence shall have been granted as aforesaid, and also to inspect or take an account of all or any of the horses or other cattle which shall from time to time be found upon such premises or any part thereof.

5. *Penalty for obstructing inspectors.*—And be it enacted, That in case any person to whom any such licence shall be granted as aforesaid, or any other person, shall at any time or in any manner obstruct, hinder, molest, or assault any such inspector whilst in the discharge of his duty, or the exercise of his power or authority under or by virtue of the said first-recited Act or of this Act, every such offender shall for every such offence, on conviction thereof, forfeit and pay such a sum of money, not exceeding ten pounds, as any two or more justices before whom such offender shall be brought shall deem fit.

6. *Penalty for inspector neglecting his duty.*—And be it enacted, That in case any such inspector shall at any time be guilty of any neglect or violation of the duty required of him by law, then and in every such case such inspector shall, upon conviction, forfeit and pay for every such offence a sum of money not exceeding ten pounds.

7. *Offences may be heard by two justices. Penalties how to be recovered and applied.* 3 Geo. 4, c. 46.—And be it enacted, That all offences against this Act, or any of the provisions thereof, shall and may be heard and determined before and by any two or more justices of the peace for the county within which the offence shall have been committed; and all penalties and forfeitures incurred thereby respectively shall and may be recoverable, with costs, before and awarded by any such justices, and shall be applied as follows; namely, such part as the justices shall think fit to the person who shall inform and prosecute for the same, and the remainder thereof to the sheriff or other proper officer of the county in which conviction shall take place, for her Majesty's use, and shall be returned to the court of quarter sessions, under the provisions of an Act passed in the third year of his late Majesty King George the Fourth, intituled, "An Act for the more speedy Return and levying of Fines, Penalties, and Forfeitures and Recognizances estreated;" and in case of nonpayment of any such penalty or forfeiture respectively, it shall and may be lawful for such justices forthwith to commit the offender to the common gaol or prison within the jurisdiction of such justices for any time not exceeding one calendar month, as to such justices shall seem meet.

8. *Limitation as to summary proceedings.*—And be it enacted, That the prosecution of every offence punishable under this Act shall be commenced within three calendar months next after the commission of the offence, and not otherwise; and the evidence of the party complaining shall be admitted in proof of the offence.

9. *Appeal to quarter sessions.* 7 Geo. 4, c. 64.—And be it enacted, That any person who shall think himself aggrieved by any summary order or conviction made by any justice or justices of the peace under the authority of this Act may appeal to the justices of the peace at the next general or quarter sessions of the peace to be holden for the county wherein the cause of complaint shall have arisen, provided that such person at the time of the order or conviction, or within forty-eight hours thereafter, shall enter into a recognizance, with two sufficient sureties, conditioned personally to appear at the said sessions to try such appeal, and to abide the further judgment of the justices at such sessions assembled, and to pay such costs as shall be by the last-mentioned justices awarded; and it shall be lawful for the justice or justices of the peace by whom such order or conviction shall have been made to bind over the witnesses who shall have been examined in sufficient recognizances to attend and be examined at the hearing of such appeal, and that every such witness, on producing a certificate of his being so bound under the hand of the justice or justices, shall be allowed compensation for his time, trouble, and expenses in attending the appeal, which compensation shall be paid in the first instance by the treasurer of the county, in like manner as in cases of misdemeanor, under the provisions of an Act passed in the seventh year of the reign of King George the Fourth, intituled "An Act for improving the Administration of Criminal Justice in England;" and in case the appeal [illegible], and the order or conviction [illegible]

expenses of all such witnesses attending as aforesaid, to be ascertained by the Court, shall be repaid to the treasurer of the county by appellant.

10. *Meaning of certain words used in this Act.*—And be it enacted, That the words hereinafter mentioned, which in their usual signification have a more restricted or different meaning, shall in this Act (except where the nature of the provisions or the context of the Act shall exclude such construction) be interpreted as follows; (that is to say)—the word "county" shall include city, town, borough, cinque port, riding, liberty, or division; the word "horse" shall include mare, gelding, mule, pony, colt, or filly; the word "cattle" shall include bull, ox, cow, steer, heifer, calf, ass, sheep, lamb, goat, pig, or any other domestic animal; the word "constable" shall include headborough, peace officer, or police officer; and every word importing the singular number only shall extend and be applied to several persons and things as well as to one person or thing; and every word importing the masculine gender only shall extend to a female as well as a male.

Cap. LXXXVIII.

An Act to widen and improve Piccadilly, in the City of Westminster. (August 9, 1844.)

Cap. LXXXIX.

An Act for auditing the Accounts of the Commissioners of her Majesty's Woods, Forests, Land Revenues, Works, and Buildings. (August 9, 1844.)

Cap. XC.

An Act for the Protection of Purchasers against Judgments, Crown Debts, Lis Pendens, and Commissions of Bankruptcy; and for providing One Office for the registering of all Judgments in Ireland; and for amending the Laws in Ireland respecting Bankrupts and the Limitation of Actions. (August 9, 1844.)

This statute is not of sufficient general interest to justify its republication here. It relates to Ireland only.

LIST OF PETITIONS AND PRIVATE BILLS IN PARLIAMENT,

AND PROCEEDINGS THEREUPON,

Session 1844.

Ailsa's (Marquis of) Estate. Lords Bill. Read 1st time May 20, 2nd May 31, 3rd June 21, royal assent July 4.

Archbutt's Divorce. Lords Bill. Read 1st time July 1, 2nd July 8, 3rd July 25, royal assent July 29.

Ashton, Stalybridge, and Liverpool Junction Railway. Pet. pres. Feb. 23, read 1st time March 7, 2nd March 15, 3rd May 20, royal assent July 19.

Ayr Bridge, No. 1. Pet. pres. Feb. 23, read 1st time May 15, 2nd March 25, withdrawn.

Ayr Bridge, No. 2. Motion. Read 1st time June 24, 2nd June 28, 3rd July 22, royal assent Aug. 6.

Barnesley Junction Railway. Pet. pres. Feb. 23.

Beccles Navigation. Pet. pres. Feb. 12, read 1st time Feb. 29, 2nd March 4, 3rd March 25, royal assent May 10.

Birkenhead Docks. Pet. pres. Feb. 2, read 1st time Feb. 16, 2nd Feb. 26, 3rd June 5, royal assent, July 19.

Birkenhead Improvement. Pet. pres. Feb. 2, read 1st time Feb. 21, 2nd Feb. 26, 3rd April 18, royal assent June 6.

Birmingham Corporation. Pet. pres. Feb. 21, read 1st time March 8.

Birmingham Canal Navigations. Pet. pres. Feb. 2, read 1st time Feb. 20, 2nd Feb. 26, 3rd March 22, royal assent May 10.

Blackburn and Preston Railway. Pet. pres. Feb. 23, read 1st time March 15, 2nd March 25, 3rd May 10, royal assent June 6.

Bleddfa and Llangunllo Inclosure. Pet. pres. Feb. 7, read 1st time March 7, 2nd March 12, 3rd May 13, royal assent July 4.

Bolton and Preston Railway. Pet. pres. Feb. 12, read 1st time Feb. 29, 2nd March 4, 3rd March 27, royal assent May 10.

Bowyer's Estate. Lords Bill. Read 1st time July 23, 2nd July 25, 3rd Aug. 1, royal assent August 6.

Bow Brickhill Estate. Lords Bill. Read 1st time March 28, 2nd April 1, 3rd May 2, royal assent May 10.

Brandes Burton Inclosure. Pet. pres. Feb. 5, read 1st time Feb. 21, 2nd Feb. 26, 3rd March 29, royal assent May 10.

Brighton and Chichester Railway. Pet. pres. Feb. 23, read 1st time March 11, 2nd March 26, 3rd May 16, royal assent July 4.

Brighton, Lewes, and Hastings Railway. Pet. pres. Feb. 23, read 1st time March 11, 2nd March 26, 3rd June 13, royal assent July 29.

British Iron Company. Pet. pres. Feb. 23, read 1st time March 8, 2nd March 18, 3rd May 15, royal assent July 4.

Bury Inclosure. Pet. pres. Feb. 2, read 1st time Feb. 16, 2nd Feb. 23, 3rd March 22, royal assent April 2.

Cabeké's Naturalisation. Lords Bill. Read 1st time April 2, 2nd April 22, 3rd May 9, royal assent May 10.

Campbell's Estate. Lords Bill. Read 1st time May 22, 2nd June 4, 3rd June 21, royal assent July 4.

Canterbury Pavement. Pet. pres. Feb. 20, read 1st time March 7, 2nd March 12, 3rd June 14, royal assent July 4.

Cheape's Divorce. Lords Bill. Read 1st time July 10, 2nd July 16, 3rd July 30, royal assent Aug. 6.

Chester and Holyhead Railway. Pet. pres. Feb. 23, read 1st time March 14, 2nd March 25, 3rd May 16, royal assent July 4.

Clerkenwell Improvement. Pet. pres. Feb. 21, read 1st time March 20.

Colchester and Harwich Railway, No. 1. Pet. pres. Feb. 20.

Colchester and Harwich Railway, No. 2. Pet. pres. Feb. 22, read 1st time March 11, 2nd March 26.

Coventry Improvement and Cemetery. Pet. pres. Feb. 23, read 1st time March 8, 2nd April 22, 3rd July 1, royal assent July 19.

Coventry Water-works. Pet. pres. Feb. 23, read 1st time March 8, 2nd March 15, 3rd March 17, royal assent July 4.

Coventry Lammas Lands, &c. Pet. pres. Feb. 23, read 1st time March 14.

Cranstoun's (Lord) Estate. Lords Bill. Read 1st time July 31, 2nd Aug. 1, 3rd Aug. 5, royal assent Aug. 6.

Croydon and Epsom Railway. Pet. pres. Feb. 20, read 1st time March 6, 2nd March 12, 3rd June 6, royal assent July 29.

Cwm Celyn and Blaina Iron Company. Pet. pres. Feb. 23, read 1st time March 19, 2nd March 28, 3rd May 30, royal assent July 4.

Delabole and Rock Railway, No. 1. Pet. pres. Feb. 21, read 1st time March 18, withdrawn.

Delabole and Rock Railway, No. 2. Motion. Read 1st time April 1, 2nd May 9, 3rd June 14, royal assent July 19.

Devaynes' Estate. Lords Bill. Read 1st time July 15, 2nd July 19, 3rd August 1, royal assent August 6.

Dingwall Thoroughfares and Police. Pet. pres. Feb. 23, read 1st time March 21.

Down, Connor and Dromore's (Bishop of) Estate. Lords Bill. Read 1st time July 26, 2nd July 30, 3rd August 2, royal assent August 6.

Durham County Coal Company. Pet. pres. Feb. 19, read 1st time March 7, 2nd March 11, 3rd April 15, royal assent May 10.

Eastern Counties Railway. Pet. pres. Feb. 22, read 1st time March 7, 2nd March 11, 3rd April 16, royal assent May 23.

Eastern Counties (Brandon and Peterborough Extension) Railway. Pet. pres. Feb. 23, read 1st time March 8, 2nd March 18, 3rd April 22, royal assent July 4.

Eastern Union Railway. Pet. pres. Feb. 22, read 1st time March 14, 2nd March 22, 3rd June 10, royal assent July 19.

Edinburgh Cattle Market. Pet. pres. Feb. 5, read 1st time Feb. 26, 2nd March 1, 3rd March 25, royal assent May 10.

Edinburgh Poor Assessment. Pet. pres. Feb. 7, read 1st time Feb. 27, 2nd March 4, 3rd April 2, royal assent May 10.

Edinburgh and Glasgow Railway. Pet. pres. Feb. 8, read 1st time Feb. 29, 2nd March 4, 3rd June 6, royal assent July 4.

Edinburgh, Leith, and Granton Railway. Pet. pres. Feb. 23, read 1st time March 13, 2nd March 22, 3rd June 7, royal assent July 19.

Edwards's Estate. Lords Bill. Read 1st time May 10, 2nd May 16, 3rd June 5, royal assent July 4.

Epsom and South Western Railway. Pet. pres. Feb. 5, read 1st time Feb. 21, 2nd March 12.

European Life Insurance and Annuity Company. Pet. pres. Feb. 22, read 1st time March 12, 2nd March 19, 3rd May 14, royal assent July 4.

Farrington and Cwmgilla Inclosure. Pet. pres. Feb. 7, read 1st time March 7, 2nd March 12, 3rd May 13, royal assent, June 6.

Figge's Naturalisation. Lords Bill. Read 1st time April 24, 2nd April 29, 3rd May 15, royal assent May 23.

Furness Railway. Pet. pres. Feb. 16, read 1st time March 1, 2nd March 5, 3rd April 15, royal assent May 23.

Gape's Divorce. Lords Bill. Read 1st time July 22, 2nd July 26, 3rd August 2, royal assent August 9.

Garnkirk, Glasgow, and Coatbridge Railway. Pet. pres. Feb. 23, read 1st time March 19, 2nd March 25, 3rd June 10, royal assent July 19.

Gaspé Fishery and Coal Mining Company. Pet. pres. May 16, read 1st time June 5, 2nd June 26, 3rd July 17, royal assent, July 29.

General Steam Carriage Company. Pet. pres. Feb. 22, read 1st time March 18.

Gervis's Estate. Lords Bill. Read 1st time July 26, 2nd July 30, 3rd August 2, royal assent August 6.

Glamorganshire Canal. Pet. pres. Feb. 23.

Globe Insurance Company. Pet. pres. Feb. 22, read 1st time March 8, 2nd March 18, 3rd May 9, royal assent June 6.

Glossop Market. Pet. pres. Feb. 23, read 1st time March 7, 2nd March 15, 3rd April 18, royal assent May 10.

Gorbals Statute Labour. Pet. pres. Feb. 20, read 1st time March 12, 2nd March 22.

Grand Canal, Ireland. Pet. pres. Feb. 23.

Grand Jury Presentments, Ireland. Motion. Read 1st time June 12, 2nd July 15, 3rd July 26, royal assent Aug. 9.

Gravesend Railway. Pet. pres. Feb. 23.

Gravesend, Rochester, and Chatham Railway. Pet. pres. Feb. 23.

Great Southern and Western Railway, Ireland. Pet. pres. May 24, read 1st time June 14, 2nd June 24, 3rd July 11, royal assent August 6.

Great Western Railway. Pet. pres. Feb. 5, read 1st time Feb. 20, 2nd Feb. 26, 3rd March 21, royal assent May 10.

Guilford's (Earl of) Estate. Lords Bill. Read 1st time June 12, 2nd June 19, 3rd July 9, royal assent July 19.

Guildford Junction Railway. Pet. pres. Feb. 16, read 1st time March 1, 2nd March 5, 3rd March 29, royal assent May 10.

Haltwhistle Inclosure. Pet. pres. Feb. 14, read 1st time March 8, 2nd March 15, 3rd May 9, royal assent June 6.

Hamilton and Brandon's (Duke of) Estate. Lords Bill. Read 1st time August 1, 2nd August 2, 3rd August 6, royal assent August 9.

Harris's Estate. Lords Bill. Read 1st time July 22, 2nd July 26, 3rd July 31, royal assent August 6.

Harrogate and Knaresborough Railway. Pet. pres. Feb. 23, read 1st time March 13, 2nd March 25.

Hartlepool Pier and Port. Pet. pres. Feb. 5, read 1st time March 20.

Hartlepool West Harbour and Dock. Pet. pres. Feb. 5, read 1st time Feb. 21, 2nd Feb. 27, 3rd April 22, royal assent May 23.

Harwich Railway and Pier. Pet. pres. Feb. 22, read 1st time March 7, 2nd March 11.

Hitchins's (or Peach's) Estate. Lords Bill. Read 1st time July 1, 2nd July 12, 3rd July 29, royal assent August 6.

Holmfirth and Dunford Roads. Pet. pres. Feb. 23, read 1st time March 11, 2nd June 4, 3rd July 1, royal assent July 19.

Hough's Divorce. Lords Bill. Read 1st time July 30, 2nd July 31, 3rd August 3, royal assent August 6.

Huddersfield Branch Railway. Pet. pres. Feb. 5, read 1st time Feb. 20, 2nd Feb. 26.

Hythe (Hants) Landing-place. Pet. pres. Feb. 23, read 1st time March 18, 2nd March 29, 3rd May 23, royal assent July 19.

Irvine's Estate. Lords Bill. Read 1st time June 12, 2nd June 24, 3rd July 10, royal assent July 19.

Kingston-upon-Hull Docks. Pet. pres. Feb. 10, read first time March 5, 2nd March 11, 3rd June 27, royal assent August 6.

Labouring Classes Improvement Society. Pet. pres. June 14.

Ladbroke's Estate. Lords Bill. Pet. pres. July 16, read 1st time July 22, 2nd August 1, royal assent August 6.

Lakenheath and Brandon Drainage. Pet. pres. Feb. 23, read 1st time March 22, 2nd May 11, 3rd June 6, royal assent July 4.

Lancaster and Carlisle Railway. Pet. pres. Feb. 2, read 1st time Feb. 19, 2nd Feb. 23, 3rd March 21, royal assent June 6.

Lascaridi's Naturalisation. Lords Bill. Read 1st time March 27, 2nd April 1, 3rd May 2, royal assent May 10.

Le Despencer's (Lady) Estate. Lords Bill. Read 1st time July 23, 2nd July 26, 3rd July 31, royal assent Aug. 6.

Leeds New Gas. Pet. pres. Feb. 21, read 1st time March 6, 2nd March 11, 3rd May 9, royal assent June 6.

Leeds Vicarage. Lords Bill. Read 1st time July 16, 2nd July 23, 3rd August 5, royal assent August 9.

Leeds and Bradford Railway. Pet. pres. Feb. 8, read 1st time Feb. 29, 2nd March 5, 3rd May 9, royal assent July 4.

Leeds and Selby Railway Purchase, No. 1. Pet. pres. Feb. 8, read 1st time Feb. 21, 2nd Feb. 26, withdrawn.

Leeds and Selby Railway Purchase, No. 2. Motion. Read 1st time March 14, 2nd March 19, 3rd May 3, royal assent May 23.

Liverpool Docks. Pet. pres. Feb. 19, read 1st time March 5, 2nd March 11, 3rd June 3, royal assent June 19.

Liverpool Fire Prevention. Pet. pres. Feb. 23, read 1st time March 14, 2nd March 18, 3rd May 9, royal assent July 4.

Liverpool Guardian Gas. Pet. pres. Feb. 15.

Liverpool New Gas and Coke. Pet. pres. Feb. 2, read 1st time Feb. 16, 2nd Feb. 23, 3rd March 22, royal assent May 10.

London Gas. Pet. pres. Feb. 19, read 1st time March 5, 2nd March 11, 3rd May 13, royal assent July 29.

London (Bishop of) Estate. Lords Bill. Read 1st time July 22, 2nd July 26, 3rd August 1, royal assent Aug. 6.

London and Croydon Railway. Pet. pres. June 7, read 1st time June 20, 2nd June 24, 3rd July 15, royal assent August 6.

London and South Western Railway. No. 1. Pet. pres. Feb. 23, read 1st time March 18, 2nd March 26, 3rd June 21, royal assent July 19.

London and South Western Railway, No. 2. Pet. pres. Feb. 23.

Lovat's (Lord) Estate. Lords Bill. Read 1st time July 26, 2nd July 30, 3rd August 2, royal assent August 6.

Mackenzie's (Scatwell) Estate. Lords Bill. Read 1st time June 25, 2nd July 2, 3rd July 19, royal assent July 29.

Mackenzie's (Seaforth) Estate. Lords Bill. Read 1st time June 25, 2nd July 2, 3rd July 19 royal assent July 29.

Malan's Naturalisation. Lords Bill. Read 1st time April 19, 2nd April 29, 3rd May 15, royal assent May 23.

Manchester Bonding. Pet. pres. April 18, read 1st time May 1, 2nd May 7, 3rd June 13, royal assent July 4.

Manchester Improvement. Pet. pres. Feb. 23, read 1st time March 14, 2nd March 26, 3rd May 17, royal assent July 4.

Manchester Police. Pet. pres. Feb. 23, read 1st time March 14, 2nd March 26, 3rd May 21, royal assent July 4.

Manchester Royal Infirmary, &c. Pet. pres. March 18, read 1st time April 19, 2nd April 26, 3rd May 30, royal assent July 4.

Manchester Stipendiary Magistrate. Pet. pres. Feb. 23, read 1st time March 14, 2nd May 6, 3rd June 14, royal assent July 4.

Manchester and Birmingham Railway (Macclesfield and Poynton Branches), No. 1. Pet. pres. Feb. 5.

Manchester and Birmingham Railway (Macclesfield and Poynton Branches), No. 2. Pet. pres. Feb. 12, read 1st time Feb. 29, 2nd March 4, 3rd April 16, royal assent May 10.

Manchester and Leeds Railway, Bradford Branch. Pet. pres. Feb. 5, read 1st time Feb. 20, 2nd Feb. 26.

Manchester and Leeds Railway, Bury Branch. Pet. pres. Feb. 5, read 1st time Feb. 20, 2nd Feb. 26.

Manchester and Leeds and Heywood Branch Railway. Pet. pres. Feb. 5, read 1st time Feb. 20, 2nd Feb. 26, 3rd April 15, royal assent May 10.

Manchester, Bury, and Rossendale Railway. Pet. pres. Feb. 2, read 1st time Feb. 16, 2nd Feb. 20, 3rd April 26, royal assent, July 4.

Manchester and Leeds, and Hull Associated Railway Companies. Pet. pres. Feb. 19.

Marianski's Naturalisation. Lords Bill. Read 1st time March 15, 2nd March 20, 3rd June 26, royal assent July 4.

Mariners' and General Life Assurance Company. Pet. pres. Feb. 23, read 1st time March 8, 2nd March 18, 3rd May 16, royal assent July 29.

Market Harborough and Coventry Road. Pet. pres. Feb. 6, read 1st time Feb. 21, 2nd June 17, 3rd July 8, royal assent July 19.

Maryport and Carlisle Railway. Pet. pres. Feb. 23, read 1st time March 14, 2nd March 26, 3rd May 9, royal assent June 6.

Middle Level Drainage and Navigation. Pet. pres. Feb. 22, read 1st time March 18, 2nd March 29, 3rd July 10, royal assent August 9.

Midland Railways Consolidation. Pet. pres. Feb. 22, read 1st time March 7, 2nd March 11, 3rd April 1, royal assent May 10.

Monkland Railways, No. 1. Pet. pres. Feb. 22.

Monkland Railways, No 2. Pet. pres. Feb. 23, read 1st time March 13, 2nd March 22.

Morton's Estate. Lords Bill. Read 1st time July 30, 2nd July 31, 3rd August 5, royal assent August 6.

Necton Tithes. Lords Bill. Read 1st time June 11, 2nd June 25, 3rd July 11, royal assent July 19.

Ness Fisheries. Pet. pres. Feb. 23, read 1st time March 22, 2nd March 29, 3rd June 11.

New British Iron Company. Pet. pres. Feb. 23, read 1st time March 8, 2nd March 18, 3rd April 24, royal assent May 23.
Newbury, Basingstoke, London, and Southampton Railway. Pet. pres. Feb. 6, read 1st time March 1, 2nd March 8, 3rd May 2.
Newbury and Great Western (Valley of the Kennet) Railway. Pet. pres. Feb. 2, read 1st time Feb. 19, 2nd Mar. 8.
Newcastle and Darlington Junction Railway and Tyne Bridge. Pet. pres. Feb. 23, read 1st time March 12, 2nd March 22, 3rd May 3, royal assent May 23.
Newport (Monmouth) Dock. Pet. pres. Feb. 22, read 1st time March 8, 2nd May 9, 3rd June 27, royal assent July 19.
Newquay Harbour and Railway. Pet. pres. Feb. 23, read 1st time March 7, 2nd March 12, 3rd April 29, royal assent May 23.
North British Railway. Pet. pres. Feb. 13, read 1st time March 4, 2nd March 8, 3rd April 22, royal assent, July 4.
Northern and Eastern (Newport Deviations) Railway. Pet. pres. Feb. 23, read 1st time March 8, 2nd March 18, 3rd May 10, royal assent June 6.
Northern Coal Mining Company. Pet. pres. Feb. 15, read 1st time Feb. 29, 2nd March 5, 3rd April 18, royal assent May 23.
North Wales Mineral Railway. Pet. pres. Feb. 23, read 1st time March 22, 2nd May 6, 3rd June 27, royal assent August 6.
Nottingham (West Croft Canal) Improvement, No. 1. Pet. pres. Feb. 23, read 1st time March 7, withdrawn.
Nottingham (West Croft Canal) Improvement, No. 2. Motion. Read 1st time April 22, 2nd April 30, 3rd June 6, royal assent July 4.
Nugent's (Dowager Lady) Naturalisation. Lords Bill. Read 1st time March 22, 2nd March 26, 3rd April 26, royal assent May 10.

Padstow Harbour. Pet. pres. Feb. 22, read 1st time March 6, 2nd March 11, 3rd May 10, royal assent May 23.
Paisley General Gas. Pet. pres. Feb. 23, read 1st time March 15, 2nd March 25, 3rd July 8, royal assent Aug. 9.
Passingham's Estate. Lords Bill. Read 1st time July 22, 2nd July 26, 3rd Aug. 1, royal assent Aug. 6.
Pendleton, &c. Roads. Pet. pres. Feb. 16, read 1st time March 7, 2nd June 10.
Piccadilly Improvement. Motion. Read 1st time July 11, 2nd July 26, 3rd July 31, royal assent Aug. 9.
Pontop and South Shields Railway. Pet. pres. Feb. 21, read 1st time March 12, 2nd March 22, 3rd May 3, royal assent May 23.
Preston and Wyre Dock, &c. Pet. pres. Feb. 14, read 1st time March 29, 2nd May 13, 3rd June 6, royal assent July 4.
Pulteney Town Harbour and Improvements. Pet. pres. Feb. 23, read 1st time March 22, 2nd April 2, 3rd June 4, royal assent July 4.

Ramsden's Estate. Lords Bill. Read 1st time July 5, 2nd July 12, 3rd July 31, royal assent August 6.
Ramsey Inclosure. Pet. pres. Feb. 2, read 1st time Feb. 16, 2nd Feb. 23, 3rd March 22, royal assent April 2.
Reversionary Interest Society. Pet. pres. Feb. 23, read 1st time March 22, 2nd April 2.
Ribble Navigation. Pet. pres. Feb. 2, read 1st time Feb. 16, 2nd, Feb. 23, 3rd March 19, royal assent April 2.
Rigby's Estate. Lords Bill. Read 1st time May 22, 2nd June 4, 3rd June 19, royal assent July 4.
Rochdale Gas. Pet. pres. Feb. 5, read 1st time Feb. 20, 2nd Feb. 26, 3rd March 21, royal assent May 10.
Rochdale Improvement. Pet. pres. Feb. 19, read 1st time March 7, 2nd March 11, 3rd June 24, royal assent August 6.
Rodbard's Name. Lords Bill. Read first time May 6, 2nd May 13, 3rd June 3, royal assent June 6.
Rother Levels Drainage. Pet. pres. Mar. 19, read first time April 22, 2nd April 29, 3rd June 4, royal assent July 4.

Saint Helen's and Runcorn Gap Railway and Sankey Brook Navigation. Pet. pres. Feb. 23.
Salford (No. 1) Improvement. Pet. pres. Feb. 22, read 1st time March 8, 2nd March 19, withdrawn.
Salford (No. 2) Improvement. Motion. Read 1st time April 16, 2nd April 22, 3rd May 15, royal assent June 6.
Salisbury Branch Railway. Pet. pres. Feb. 5, read 1st time Feb. 26, 2nd March 1, 3rd May 30, royal assent July 4.
Saug's Naturalization. Lords Bill. Read 1st time Feb. 20, 2nd Feb. 26, 3rd Mar 1, royal assent, March 5.
Schuster's Naturalization. Lords Bill. Read 1st time March 15, 2nd March 19, 3rd April 18, royal assent, May 10.
Severn Navigation. Pet. pres. Feb. 10, read 1st time Feb. 26, 2nd March 1, 3rd March 26, royal assent May 10.
Sheffield United Gas. Pet. pres. Feb. 15, read 1st time March 7, 2nd March 12, 3rd May 24, royal assent July 4.
Sheffield and Chesterfield Junction Railway. Pet. pres. Feb. 23.
Sheffield, Ashton-under-Lyne, and Manchester Railway. Pet. pres. Feb. 10, read 1st time Mar. 4, 2nd March 8, 3rd May 20, royal assent July 19.
Sidmouth and Cullompton Road. Pet. pres. Feb. 14, read 1st time Mar. 11, 2nd Mar. 19, 3rd May 21, royal assent July 4.
Slamannan Junction Railway. Pet. pres. Feb. 13, read 1st time Mar. 4, 2nd Mar. 8, 3rd June 3, royal assent July 4.
Southampton Improvement. Pet. pres. Feb. 23, read 1st time Mar. 11, 2nd Mar. 25, 3rd May 23, royal assent July 19.
Southampton Marsh Improvement. Pet. pres. Feb. 21, read 1st time Mar. 11, 2nd Mar. 29, 3rd June 4, royal assent July 4.
South Devon Railway. Pet. pres. Feb. 15, read 1st time Feb. 29, 2nd Mar. 4, 3rd May 23, royal assent July 4.
South Eastern Railway. Pet. pres. Feb. 23, read 1st time March 14, 2nd March 22, 3rd May 24, royal assent July 4.
South Eastern, Canterbury, Ramsgate, and Margate Railway. Pet. pres. Feb. 23, read 1st time March 7, 2nd March 11, 3rd April 16, royal assent May 23.
South Eastern and Hastings Railway. Pet. pres. Feb. 23, read 1st time March 7, 2nd March 15.
Spartali's Naturalization. Lords Bill. Read 1st time March 27, 2nd April 1, 3rd May 2, royal assent May 10.
Stone's Estate. Lord's Bill. Read 1st time June 12, 2nd June 24, 3rd July 11, royal assent July 19.
Stratford (Eastern Counties) and Thames Junction Railway. Pet. pres. Feb. 20, read 1st time March 6, 2nd March 25, 3rd June 3, royal assent July 4.

Swansea Harbour. Pet. pres. Feb. 19, read 1st time March 18, 2nd March 29, 3rd May 30, royal assent July 4.
Swansea Improvement. Pet. pres. Feb. 23, read 1st time March 12, 2nd March 25, 3rd June 28, royal assent Aug. 6.
Swansea Waterworks. Pet. pres. Feb. 23.

Taff Vale Railway. Pet. pres. Feb. 23, read 1st time March 21, 2nd March 29, 3rd June 6, royal assent July 19.
Thetford Inclosure and Drainage. Pet. pres. Feb. 23, read 1st time March 7, 2nd March 18, 3rd May 3, royal assent May 23.
Tralee Navigation and Harbour. Motion. Read 1st time June 20, 2nd July 15, 3rd Aug. 1, royal assent Aug. 9.

Ventnor Improvement. Pet. pres. Feb. 23, read 1st time March 7, 2nd April 30, 3rd June 3, royal assent Aug. 6.

Weaver Navigation. Pet. pres. Feb. 23, read 1st time March 22.
Wells, Norfolk, Harbour and Quay. Pet. pres. Feb. 20, read 1st time March 18, 2nd March 29, 3rd June 19, royal assent July 29.
Wells, Norfolk, Lighting and Improvement. Pet. pres. Feb. 20, read 1st time March 18, 2nd March 29, 3rd May 9, royal assent July 29.
Werrington, &c. Curacies. Lords Bill. Read 1st time, July 16, 2nd July 25, 3rd Aug. 1, royal assent Aug. 6.
West Croft, Notts, Inclosure (No. 1). Pet. pres. Feb. 23 read 1st time March 7, withdrawn.
West Croft, Nottinghamshire (No. 2) Inclosure. Motion. Read 1st time April 22, 2nd April 30, 3rd May 22, royal assent July 4.
West London (Extension) Railway. Pet. pres. Feb. 23.
Westminster and Lambeth Suspension Bridge. Pet. pres. Feb. 23, read 1st time March 8, 2nd May 17, withdrawn.
Whitehaven and Maryport Railway. Pet. pres. Feb. 23, read 1st time March 8, 2nd March 19, 3rd May 20, royal assent July 4.
Wich Tree Roads. Pet. pres. Feb. 5, read 1st time Feb 20, 2nd Feb. 26.
Wildmore, &c. Fen Highways. Pet. pres. Feb. 8, read 1st time Feb. 29.
Willenhall Chapel Estate. Lords Bill. Read 1st time July 4, 2nd July 11, 3rd July 29, royal assent August 6.
Willesden Cemetery. Pet. pres. Feb. 23
Wilson's Estate. Lords' Bill. Read 1st time July 22, 2nd July 26, 3rd Aug. 1, royal assent Aug. 6.
Wishaw and Coltness Railway. In pursuance of instruction to committee on Monkland Railways Bill (No. 2) to divide the Bill into two Bills. Read 3rd time July 9, royal assent Aug. 6.

Yarmouth and Norwich Railway. Pet. pres. Feb. 16, read 1st time March 1, 2nd March 5, 3rd April 22, royal assent May 10.
York United Gas, No. 1. Pet. pres. Feb. 20, read 1st time March 8. Withdrawn.
York United Gas, No. 2. Motion. Read 1st time April 18, 2nd April 23, 3rd May 16, royal assent July 19.
York and Scarborough Railway. Pet. pres. Feb. 7, read 1st time Feb. 26, 2nd March 1, 3rd March 29, royal assent July 4.

PARLIAMENTARY RETURNS.

Smuggling and Frauds on the Customs in 1842, 1843.—It appears from a return dated May 9, 1844 (Parl. Pap. No. 293), that the number of prosecutions for smuggling and frauds in the customs instituted in England in 1842 was 815, and in 1843, 1,147. The expenses incurred in the respective years were 3,254l. 15s. and 5,599l. 15s. 7d. and the amount received in duties, 52l. 10s. 2d. and 267l. 10s. 6d.; in penalties, 1,782l. 7s. 1d. and 943l. 12s. 9d.; in compromises, 694l. 19s. 4d. and 2,533l. 16s. 4d. In Ireland, the number of prosecutions was 86 and 206; the expenses were 564l. 17s. 6d. and 583l. 9s. 9d.; the amount of duties received, 673l. 3s. 1d. and nil.; of penalties, 17l. 10s. and 24l.; compromises, 677l. 15s. and 393l. 11s. 9d.: thus shewing the somewhat singular result of a profit being made of 604l. 6s. 7d. in 1842, by these prosecutions. In Scotland, the prosecutions in the respective years amounted to 64 and 107, the expenses to 94l. 18s. 7d. and 89l. 12s.; the sums received in duties, 16l. 3s. 11d. and 9l. 9s 9d.; in penalties, 130l. 4s. 6d. and 33l. 13s. 6d.; in compromises, 251l. 4s. 6d. and 414l. 2s. 3d. The sum of 12,000l. has been recovered from Charles Candy and William Dean, and paid into court to abide the result of writs of error brought by them. Verdicts have also been found for the Crown against Charles Candy, for the further sum of 3,150l. against William Dean for 1,050l. and against Denis John Blake, late a landing-waiter in the Customs, for 4,350l. which also await the result of writs of error. The sum of 3,954l. 1s. 4d. has also been obtained from Messrs. Candy and Dean, under an extent, for duties alleged to be due from them to the Crown, and has also been paid into Court to abide the decision of a jury as to the amount which may be found to be due; and a verdict has been found for the Crown against John Dean for 137l. 6s. as duty due from him.

Savings' Banks.—A bulky Parliamentary paper, weighing nearly twelve ounces, containing an account of the number of depositors in savings' banks, and of charitable institutions and friendly societies, and of the sums deposited in savings' banks, divided into classes on the 20th day of November, 1843, &c. has been issued on the motion of the Chancellor of the Exchequer. We subjoin the following statistical information:—On the 20th of November, 1843 (the period at which the financial year of savings' banks usually terminates) the gross total number of depositors in savings' banks and other charitable institutions, throughout the United Kingdom, amounted to 935,350, and the gross sum total of their deposits, including interest, to 27,177,215l. of which sum 25,425,067l. was deposited in savings' banks exclusively. There were 523,980 depositors in savings' banks of sums not exceeding 20l. making a gross total amount of 3,398,367l.; 237,989 depositors of sums not exceeding 50l. (7,335,412l.); 98,146 depositors not exceeding 100l. (6,754,330l.); 33,483 depositors not exceeding 150l. (4,026,463l.); 18,877 depositors not exceeding 200l (3,215,422l.); and 2,917 of sums exceeding 200l. making in all 695,073l. The average amount deposited by each person will be found to be about the sum of 29l. and a fraction. The total sums of money received from the trustees of savings' banks, including friendly societies, from August 6, 1817, to Nov. 20, 1843, amount to 30,833,239l. the total amount due to the said trustees on the 20th of November last, being 28,853,535l. and the value of the Government securities standing in the names of the Commissioners for the Reduction of the National Debt, at the same period, being 28,561,164l.; being an uninvested balance of 296,609l. The Commissioners seem to invest liberally in all the Government securities which constitute what is called the "Funded Debt." The difference between the amount paid by the public for interest and charges on the sums due to the trustees of savings' banks, &c. up to and due on the 20th of November, 1843, and the amount received from dividends on stock or other public securities in which the said sums have been invested by the Commissioners up to the 10th of October, 1843, is 2,171,192l. the former amounting to 15,113,849l. and the latter to 12,942,657l. The gross amount of the "separate surplus fund," standing to the credit of the trustees of savings' banks in the United Kingdom on the said 20th of November, 1843, was 305,723l. The gross total amount of the annuities granted by certain savings' banks and parochial societies, under the Act 3 Wm. 4, c. 14, up to the 5th of April last, was 40,593l. for which the sum of 430,889l. was paid. The total sums paid in 1843-44 for the purchase of stock and Exchequer bills on account of the fund for savings' banks in England amounts to 1,411,450l. No stock appears to have been sold either in 1843 or 1844. It further appears, that the total stock created by the funding of Exchequer bills on account of the fund for savings' banks in England, from October 1836 up to April 1844, amounts to 7,627,384l. of which 5,139,572l. was created in the Three per Cent. Consols, and 2,487,812l. in the Three per Cent. Reduced. The average rate at which the said stock was created is stated to be 90l. 12s. 3d. or nearly 90⅝ per cent. The amount of the Exchequer bills funded was -principal, 6,843,550l.; and interest, 67,823l. A return of the highest and lowest prices of Consols in each year, from April 5, 1834, to April 5, 1844, shews the *maximum* and *minimum* price of that stock to have been, in 1834, 93 and 89; in 1835, 92⅞ and 89¼; in 1836, 92½ and 86⅜; in 1837, 93⅞ and 80⅞; in 1838, 95⅜ and 91⅞; in 1839, 93⅜ and 89¼; in 1840, 93 and 85⅞; in 1841, 90¼ and 87¼; in 1842, 97⅛ and 90⅛; and in 1843-44 (up to April), 99⅞ and 92⅞, exhibiting a fluctuation of just 7 per cent. Thus it is seen that Consols have never been under 90 since 1842-43, and that their lowest price during the above ten years was 80⅞. The extreme difference between the *maximum* and *minimum* price during the same period was 19⅜ per cent.

The Sinking Fund.—A return of the rate of increase of the Sinking Fund, from the first establishment of it by Mr. Pitt, in the year 1786, to the close of the continental war in 1815, in periods of five years, has been obtained and printed, on the motion of Mr. Wodehouse, M.P. for Norfolk. It hence appears that the amount of sinking fund actually appropriated was, from August 1786, to February 1787, 500,555l.; in the year ending February 1, 1791, 1,220,211l. exhibiting an increase of 719,656l. in five years; in the year ending February 1, 1796, 2,143,595l. exhibiting an increase of 923,384l. in five years; in the year ending February 1, 1801, 4,911,135l. exhibiting an increase of 2,767,539l. in five years; in the year ending February 1, 1806, 7,850,033l. exhibiting an increase of 2,983,897l. in five years; in the year ending February 1, 1811, 12,050,537l. exhibiting an increase of 4,200,503l. in five years; and in the year ending February 1, 1816, 14,109,512l. exhibiting an increase of 2,058,975l. in five years. Thus it appears that between the years 1786 and 1816, the amount of sinking fund actually appropriated was increased altogether by the sum of 13,608,957l. that is to say, from 500,555l. to 14,109,512l.

FIRE INSURANCE.

An account of all sums paid into the Stamp-office for duty by each insurance office in Great Britain and Ireland, on insurance from fire, for the quarters ending severally the 25th day of March, the 24th day of June, the 29th day of September, and the 25th day of December, 1843, in the Country, London, Edinburgh, and Dublin respectively, with the dates of such payments; of the sums insured by each office on farming stock, exempt from duty, for the year ending the 25th day of December, 1843 (in continuation of Parliamentary Paper, No. 212, of sess. 1843).

ENGLAND.

An Account of all Sums paid into the Stamp Office for Duty, by each Insurance Office in England, on Insurance from Fire, for the Quarters ending severally the 25th March, 24th June, 29th September, and 25th December, 1843.

	Quarter ended March 25, 1843. DUTY.	Quarter ended June 24, 1843. DUTY.	Quarter ended September 29, 1843. DUTY.	Quarter ended December 25, 1843. DUTY.
TOWN.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Alliance	8,272 5 1	6,592 10 8	5,568 14 4	6,778 12 2
Atlas	8,964 9 3	6,372 9 3	5,527 0 1	7,666 15 4
British	5,526 0 8	3,666 19 3	— — —	— — —
Church of England	516 15 6	406 18 2	375 14 7	540 15 6
County	21,559 11 6	10,540 14 6	9,313 1 3	12,288 18 8
English and Scotch	380 17 4	— — —	— — —	— — —
Farmers'	1,530 6 0	1,581 0 9	1,728 7 0	3,061 12 9
Globe	8,535 3 2	8,966 14 1	5,058 14 9	9,181 4 0
Guardian	9,450 13 10	7,[illegible] 16 4	6,890 11 9	8,020 15 3
Hand-in-Hand	3,537 1 0	2,941 13 4	2,402 13 0	3,114 5 9
Imperial	13,680 5 4	8,805 13 5	9,056 0 11	11,407 3 11
Licensed Victuallers'	2,960 10 5	1,711 19 7	1,747 10 9	2,193 10 4
London	3,624 7 9	3,022 10 4	4,015 15 1	4,675 2 0
Phœnix	38,934 12 8	29,584 16 5	25,988 17 6	31,422 19 8
Protestant Dissenters'	2,502 4 6	1,732 18 6	1,619 14 0	2,257 17 3
Royal Exchange	21,786 17 9	16,079 2 2	14,143 14 11	19,617 4 1
Sun	50,708 4 10	39,460 18 2	38,388 15 2	43,074 4 4
Union	5,674 9 7	4,872 18 7	4,373 3 2	6,181 9 9
Westminster	6,548 17 8	4,913 17 3	5,018 0 4	5,894 12 3
COUNTRY.				
Birmingham	3,108 4 3	2,347 1 11	2,006 5 9	2,319 0 0

	Quarter ended March 25, 1843. DUTY.	Quarter ended June 24, 1843. DUTY.	Quarter ended September 29, 1843. DUTY.	Quarter ended December 25, 1843. DUTY.
COUNTRY, continued.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Bristol Union	945 2 6	678 16 0	653 18 5	882 18 5
District Birmingham	1,517 13 1	1,115 2 10	1,155 3 2	1,274 15 5
Essex Economic	1,078 11 11	637 7 7	541 1 10	1,133 0 2
Essex and Suffolk	2,011 6 2	1,062 19 7	1,061 18 10	1,781 13 5
Hants, Sussex, and Dorset	723 6 11	468 12 2	438 4 9	687 13 7
Kent	2,362 12 9	2,168 14 3	3,936 9 9	3,453 2 10
Leeds and Yorkshire	4,299 15 3	3,116 1 2	2,294 2 0	3,296 8 7
Leicestershire	680 5 8	325 7 6	255 6 9	356 13 11
Liverpool	2,647 11 1	2,027 2 3	1,569 0 4	2,791 3 2
Manchester	6,064 4 5	4,515 5 10	3,136 18 6	4,489 19 11
Newcastle-upon-Tyne	1,503 14 8	1,051 17 4	1,509 18 0	2,350 8 10
Norwich Equitable	345 10 5	373 4 4	350 0 3	708 3 9
Norwich Union	20,946 1 0	14,246 4 6	13,187 9 6	20,266 2 6
Nottingham and Derbyshire	595 4 11	396 10 11	604 19 1	1,036 19 6
Salop	1,098 6 3	854 12 5	528 15 5	918 9 0
Sheffield	620 4 0	442 6 10	808 11 1	851 11 3
Shropshire and North Wales	610 12 9	463 4 0	307 2 4	335 11 3
Suffolk Amicable	3,979 17 5	2,214 19 4	1,921 13 2	3,593 1 6
West of England	11,121 15 10	9,180 17 4	8,959 8 2	9,615 2 1
Winchester, Hants, and South of England	— — —	22 15 5	163 9 11	289 7 10
Yorkshire	4,577 13 10	2,761 19 4	2,621 15 3	3,326 19 9

IRELAND.

An Account of all sums paid into the Stamp Office in Dublin, for Duty, by each Insurance Office in Ireland, for the Quarters ended 25th March, 24th June, 29th September, and 25th December, 1843.

Title of Company.	Quarter ended March 25, 1843. Town. DUTY.	Quarter ended March 25, 1843. Country. DUTY.	Quarter ended June 24, 1843. Town. DUTY.	Quarter ended June 24, 1843. Country. DUTY.	Quarter ended Sept. 29, 1843. Town. DUTY.	Quarter ended Sept. 29, 1843. Country. DUTY.	Quarter ended Dec. 25, 1843. Town. DUTY.	Quarter ended Dec. 25, 1843. Country. DUTY.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Aberdeen	— — —	27 14 1½	— — —	24 4 9	— — —	22 10 0	— — —	61 5 10
Alliance	103 13 5	732 1 10	90 13 8	176 4 6	103 14 11	508 12 2	160 9 2	1,003 5 11½
Atlas	345 2 6	699 13 9	298 7 9	477 5 7	309 2 1	633 8 1½	523 16 8	1,142 6 0
British and Irish	513 0 9	— — —	— — —	— — —	11 14 7	— — —	— — —	— — —
County	299 1 0	42 11 6	187 15 4	32 3 7½	309 12 7	26 19 5	380 13 0	40 1 8
Church of England	— — —	22 4 8	31 10 6	35 1 10	8 5 0	41 5 0	12 12 0	25 5 5
English and Scottish Law	— — —	— — —	— — —	— — —	— — —	— — —	— — —	— — —
Farmers' and General	— — —	— — —	29 14 5	— — —	— — —	— — —	— — —	21 3 6
Globe	527 19 1	169 13 0	359 9 5	61 1 9	427 16 8	71 5 9	807 17 9	128 9 2
Imperial	139 11 3	257 10 5½	148 17 0	118 4 5½	235 9 5	203 3 9½	224 8 7	432 6 4½
Liverpool	53 17 9	65 13 8	38 18 0	23 8 4	18 14 7	41 0 3	38 7 7	128 1 9
London Corporation	84 0 3	39 3 9	51 2 5	39 8 8	72 7 3	39 6 7	106 6 2	78 0 4
London Union	186 6 0	— — —	224 17 4	— — —	233 7 6	— — —	443 3 3	— — —
Manchester	151 19 7	71 17 0	105 9 1	66 11 7	62 15 7	54 17 6	222 10 3	139 0 5
National	1,918 1 6	— — —	1,115 2 10	— — —	1,152 15 6	— — —	1,595 16 1	— — —
North British	25 11 7	85 12 9	3 12 0	34 18 6	32 19 5	54 9 3	29 18 6	96 15 9
North of Scotland	— — —	39 11 5	— — —	25 12 9	— — —	59 7 9	— — —	97 8 1½
Norwich Union	77 12 5	56 0 6	60 17 0	45 2 6	107 7 2	74 4 7	103 5 8	116 16 10
Patriotic	1,055 17 8	— — —	656 1 1	— — —	752 10 3	— — —	1,120 7 3	— — —
Phœnix	343 17 1	116 16 3	184 18 2	119 17 4	288 9 6	182 19 11½	267 11 9	125 10 5½
Royal Exchange	854 19 2	512 11 11	664 2 6	373 0 4	806 6 0	642 18 7	1,177 12 4	798 7 2½
Scotland	10 9 1	53 9 10	— — —	59 17 11	— — —	48 9 7	— — —	93 9 11
Scottish Union	135 6 5	368 15 2	78 9 7	222 17 1	70 9 10	310 12 0	115 12 5	392 2 0½
Sun	687 7 10	832 10 0½	511 17 7	719 19 9½	910 4 7	1,016 6 3	1,155 18 9	1,352 18 6
West of England	185 14 11	791 8 9½	128 12 4	680 11 6½	302 2 1	319 8 9	328 15 9	1,259 16 9¼

Stamp Office, Dublin, May 23, 1844.

J. S. COOPER, Comptroller and Accountant General.

SCOTLAND.

An account of all sums paid into the Stamp-office, Edinburgh, for duty on insurance from fire, for the year ended the 11th of November, 1843, distinguishing the amount paid by each insurance company, and shewing, also, the sums insured by each fire office on farming stock, exempt from duty, for the same period, distinguishing the amount insured by each office.

Names of Insurance Companies.	Amount of duty.	Sums Insured on Farming Stock.
	£ s. d.	£ s. d
Friendly Insurance Company	5,296 7 8	329,749 0 0
Caledonian Insurance Company	6,542 11 2	524,440 0 0
Hercules Insurance Company	5,400 13 10	358,412 0 0
North British Insurance Company	11,996 8 10	597,372 0 0
Insurance Company of Scotland	5,836 6 3	407,953 13 4
Scottish Union Insurance Company	18,758 8 8	832,700 10 0
National Insurance Company	3,885 10 9	128,606 0 0
Forfarshire and Perthshire Insurance Company	2,074 17 10	185,964 0 0
County and City of Perth Insurance Company	887 0 7	102,882 0 0
Aberdeen Assurance Company	3,676 6 10	347,472 10 0
North of Scotland Assurance Company	2,340 13 6	283,438 0 0

THOMAS PENDER, Comptroller General.
Stamp and Taxes, Edinburgh,
20th May, 1844.

ENGLAND.

An Account of the Sums Insured by each Fire Office on Farming Stock, exempt from Duty, for the year ending 25th December, 1843; distinguishing the Amount of each Office in the Country and London respectively:—

TOWN.

Alliance, 590,674*l.*; Atlas, 818,737*l.*; British, 281,538*l.*; County, 8,944,228*l.*; Church of England, 56,569*l.*; English and Scottish Law, 13,600*l.*; Farmers' and General, 3,490,658*l.*; Globe, 1,056,159*l.*; Guardian, 456,094*l.*; Hand-in-Hand, 21,400*l.*; Imperial, 707,866*l.*; Licensed Victuallers', 20,270*l.*; London, 222,677*l.*; Phœnix, 4,746,388*l.*; Protestant Dissenters', 165,590*l.*; Royal Exchange, 4,554,249*l.*; Sun, 7,157,375*l.*; Union, 294,585*l.*; Westminster, 22,350*l.*

COUNTRY.

Birmingham, 693,036*l.*; Bristol Union, 9,710*l.*; District Birmingham, 245,532*l.*; Essex Economic, 589,743*l.*; Essex and Suffolk, 1,135,793*l.*; Hants, Sussex, and Dorset, 208,733*l.*; Kent, 997,805*l.*; Leeds and Yorkshire, 423,675*l.*; Leicestershire, 213,130*l.*; Liverpool, 24,075*l.*; Manchester, 410,978*l.*; Newcastle-upon-Tyne, 429,315*l.*; Norwich Equitable, 240,160*l.*; Norwich Union, 9,618,306*l.*; Nottinghamshire, 302,162*l.*; Salop, 510,763*l.*; Sheffield, 53,805*l.*; Shropshire, 27,696*l.*: Suffolk Amicable, 2,099,454*l.*; West of England, 911,720*l.*; Winchester, 24,875*l.*; Yorkshire, 2,830,732*l.* Total, 55,634,205*l.*

GEORGE WESTMACOTT,
Registrar Fire Insurance Duties.

IRELAND.

An Account of the Sums Insured by each Fire Office in Ireland, on Farming Stock exempt from Duty, in the year ending 25th December, 1843:—

Alliance, 61,022*l.*; Atlas, 58,380*l.*; British and Irish, 9,180*l.* County, 31,835*l.*; Church of England, 480*l.*; Globe, 9,650*l.*; Imperial, 22,073*l.*; Liverpool, 800*l.*; London Corporation, ——; London Union, 6,900*l.*; Manchester, 14,590*l.*; National, 32,815*l.*; North British, 1,900*l.*; North of Scotland, 1,280*l.*; Norwich Union, 3,405*l.*; Patriotic, 23,110*l.*; Phœnix, 2,960*l.*; Royal Exchange, 48,218*l.*; Scotland, 3,800*l.*; Scottish Union, 13,015*l.*; Sun, 63,383*l.*; West of England, 53,203*l.*

Stamp-office, Dublin, May 23, 1844.

J. S. COOPER, Comptroller and Accountant-General.

MATRIMONIAL SUITS.—A return on this subject (Parl. Ret. No. 354), shews that the number of matrimonal suits instituted in the Metropolitan and Diocesan Court in England, from 1840—1843, was 160, in Wales 2, in Ireland 16, and in Scotland 169. This disproportion between Scotland and England, is curious, and its causes would be worth examination. Perhaps it arises from the slight circumstances considered sufficient to constitute a contract of marriage. Lord Eldon once said "He had been a long time trying to discover what would *not* make a marriage in Scotland." The number of Divorce Acts passed in the same four years were 27, and the average amount of the fees of the House of Lords on each Act was 87*l.* 16s. 10d. In the Court of Session, the only Court in Scotland having jurisdiction in matters matrimonial, the average expense where the proof is simple and clear, is about 30*l.*; in other cases, upwards of 500*l.*

THE MAGISTRATE.

Summary.

The concluding article in the Bill for altering the Law of Settlement will appear next week. In the interim, any remarks upon the subject from correspondents will be acceptable; for upon this subject, which is so materially interwoven with the peculiarities of local practice, we can alone render the Law Times as useful to the Profession as we desire to make it by mutual communication of opinion and facts.

THE LAWYER.

Summary.

We give below the first part of a review of the principal changes in the law effected by the recent insolvency Acts. It will be continued in our next or following number. We have commented elsewhere upon the recent proceedings at the Central Criminal Court and Middlesex Sessions.

THE LATE ALTERATION IN THE LAW BY 7 & 8 Vict. Cap. 96.

No. I.

This statute is, as our readers probably know, to be construed with 5 & 6 Vict. c. 116, where not inconsistent or at variance with it, and both are to be taken and construed analogously to the bankrupt laws. This inveterate habit of our legislators to make every statute dependent on others increases the difficulties of interpretation tenfold. To assist, therefore, those who have not had time to go minutely through its provisions, we purpose giving a summary view of the changes which it has made in the law. In doing this, we shall follow the division suggested by the title of the Act, and consider, first—the alterations in the Law of Insolvency; next, those in the Law of Bankruptcy; and, lastly, the alteration in the Law of Execution.

The Act has been already printed in our columns (*supra*, p. 397), so that we shall content ourselves with referring to the different sections, wherever the words are not absolutely necessary to convey a correct notion of the changes.

1.—Insolvency.

Who may petition.—Under the 5 & 6 Vict. c. 116, it was held that persons first made liable to the bankrupt laws by 5 & 6 Vict. c. 122, were non-traders, and could therefore petition under that Act. (3 Law T. 208.) The reason was, that the 5 & 6 Vict. c. 116 came into operation Aug. 12, 1842, and contained the words "not being a trader within the meaning of the statutes *now* in force and relating to bankrupts;" and cap. 122 did not come into operation until Nov. 22. Now, however, the form of petition prescribed by the Act is, "that your petitioner *is not* a trader within the meaning of the statutes *now* in force," &c. The form given by the rules under 5 & 6 Vict. was the same, but they could not alter the effect of the statute. These persons are, apothecaries, auctioneers, brickmakers, carriers, coach proprietors, cowkeepers, limeburners, livery stable-keepers, market gardeners, millers, and shipowners; and none of these can now petition.

On the other hand, prisoners who could not avail themselves of 5 & 6 Vict. 116, are within the present Act (sec. 4).

Petition and Schedule.—No prior notice is now required of the petition (sec. 1). The form is now strictly prescribed, and any deviation is by express enactment made fatal (sec. 2). It must also be accompanied by an affidavit of its truth, the form of which must be adhered to under a similar penalty. The principal alteration in the body of the petition is, that it now contains the following allegation:—

"That your petitioner has not parted with or charged any of his property (except for the necessary support of himself and his family, and the necessary expenses (not exceeding £) of this his petition, or in the ordinary course of trade), at any time within three months of the date of filing of this his petition, or at any time with a view to this petition."

Any false statement will be perjury (sec. 40).

It was doubtful, under 5 & 6 Vict. c. 116, whether the schedule could be amended; it may now be so, at the direction of the commissioner (secs. 3 and 29). The petitioner may now also except from the operation of the Act (as under the Insolvent Acts) "the wearing apparel, bedding, and other necessaries of the petitioner and his family, and the working tools and implements, not exceeding in the whole the value of 20*l*." (sec. 9); but, in addition to the penalty for wilfully retaining more than this value (sec. 39, and 1 & 2 Vict. c. 110, sec. 99), this Act enacts that the excepted articles, with the value thereof, shall be "fully and truly described by the petitioner in his schedule, or *otherwise* the exception thereof shall be of no force *as to any part of the same.*" The importance of accuracy in this respect is therefore plain, although probably amendments would be allowed under sec. 3, where no fraud was intended.

Interim order.—An important amendment of the 5 & 6 Vict. c. 116 has been made by sec. 6 (and see sec. 58), which indemnifies the sheriff or other officer for discharging a prisoner in execution, whether the prisoner is ultimately declared entitled to the protection or not. This difficulty was provided for by 6 Geo. 4, c. 16, s. 117, in cases of bankruptcy, and by 7 Geo. 4, c. 57, s. 81, in cases of insolvents, but strangely overlooked in 5 & 6 Vict. c. 116. Consequently, in *Marsh* v. *Woolley* (1 Dow. & Lowndes, 84), where the sheriff had arrested the insolvent on a *ca. sa.* after the interim order had been obtained, the Court of Common Pleas, in ordering him to be discharged, refused to make the sheriff or the plaintiff pay the costs of the application, for they said there is no indemnity provided for the sheriff; and .

"The danger in which a sheriff would be placed by discharging an insolvent without the protection of such a clause of indemnity as that contained in the latter Act, is pointed out by Mr. Justice Taunton, in *Saffery* v. *Jones* (2 B. & Ad. 602). He observes, 'But for section 81, the gaoler was between two fires: if he did not discharge the prisoner pursuant to the order of the Insolvent Court, he would probably be liable to an action by him; if he did discharge him, he might be liable to an action for an escape at the suit of the creditor.' With respect to the plaintiff, he seems to have been also ignorant at the time of the arrest that any order of protection had been given to the defendant, and, indeed, it does not appear that the order had at that time reached the defendant; and when the plaintiff was afterwards applied to for his authority to discharge the defendant, he was placed in this dilemma, that if he had given his consent to the defendant's liberation, and the defendant had been discharged, and had afterwards failed to make out the statements in his petition, the commissioner's order would be void, and the discharge of the defendant by the act of the plaintiff would be a bar to all future remedies under his judgment."

Examination.—By rule 7, made under 5 & 6 Vict. c. 116, the time to be appointed for hearing the petition was to be not less than five, and not more than eight weeks from the date of the advertisement of the intention to petition. This advertisement is no longer necessary, and the Commissioner is to appoint a public sitting for the first examination of the petitioner "whenever he shall think fit," and may adjourn it from time to time. (Sec. 3.) By sec. 33, any advertisement or other proceeding in pursuance of this Act is freed from stamp duty, and the duty of giving the notices devolves upon the Court, not upon the petitioner, and the notice of the filing is, by sec. 3, required to be "forthwith." As to effect of no notice being given, see Home's Insolvent Acts, p. 8.

Attendance of creditors.—Some doubts having been entertained by the commissioners as to the necessity of personal attendance of creditors under 5 & 6 Vict. c. 116, it is now distinctly enacted that they may "attend by their attorneys, duly authorized by letters of attorney."

Grounds of refusal.—These are the same as under 5 & 6 Vict. c. 116; and among them is to be mentioned, becoming indebted by gross or culpable negligence, and that the allegation in the petition, or the matters in the schedule are untrue. (See Horry's Insolvent Laws, p. 26.) The questions of fraudulent preference, and vexatious defence, have been left undecided by the late Act!! We have, however, already quoted from Mr. Horry's work (*supra*, p. 448) to shew that now a vexatious defence will be considered a ground of refusal; and sec. 27 appears to give a general power to the commissioner to refuse upon any ground that he may think fit, and they will probably, therefore, hold a fraudulent preference equally a ground of refusal, especially as by sec. 18, it is void against the assignees. (See 1 Law T. pp. 234, 433, 556, and 2 Law T. pp. 53, 76, 266, 354, 355, 375, on both these points, under the 5 & 6 Vict.)

Petitioner in custody.—Sec. 7 is new, and we are unable to see the intention of the framers of the Act, or the cases in which it will be put into operation, unless it be to give a new species of day-rule, to enable a prisoner to obtain a change of air.

Limit of imprisonment for debt.—Sec. 28 is also a new and, in one point, most extraordinary enactment. The first part empowers the commissioner at his discretion to free an insolvent from imprisonment, notwithstanding his conduct shall have been such as to exclude him from the class of unfortunate debtors for whom the benefits of the Act were intended. This is strange; but if the power be only used in cases where the final order has been refused, or adjourned upon technical objections, little evil will arise from it. But the last proviso has not attracted the attention it deserves from the Profession or the public. It is as follows:—

"Provided always that no debtor shall be imprisoned on any process for more than twelve calendar months for any debt contracted before filing this petition, in case the final order shall be refused, or shall not be made, or in case the protecting order shall not be renewed."

The effect of this section is very obscure. Does it enact that any petitioner who can get his petition on the file, and obtain his *interim* order, will be released from prison if he has been in prison twelve months for any debt contracted before the filing of his petition, or, if he should hereafter be imprisoned, he will be entitled to his discharge at the end of twelve months, without reference to the nature of the debts, the conduct of the debtor, or any other circumstance? This seems to contradict sec. 6, and yet the words are most general: "*any process*, and in case the protecting order shall not be renewed." On the other hand, no mode of availing himself of the provision is pointed out, and as the granting the *interim* order seems to be almost a matter of course, and the creditor to be left to re-imprison his debtor if he can, this clause would amount to a virtual limit of imprisonment for debt in all cases to twelve months, barring the slight risk incurred by a debtor by a false statement in the petition. We express our opinion on this section with great diffidence, for we confess that we are completely puzzled to discover what its real meaning is.

Assignees.—Numerous additions have been made to 5 & 6 Vict. c. 116, on the rights of assignees, assimilating their position to that of assignees in bankruptcy. The strange omission in 5 & 6 Vict. c. 116, of any power to distribute the property, is supplied (sec. 31), and this notwithstanding the death of the petitioner (sec. 8); the various provisions in the Bankruptcy Acts as to acceptance of leases (sec. 12), powers of suing (sec. 18), transfers of stock (sec. 15), reputed possession (sec. 17), limitation of landlord's right to distrain (sec. 18), voluntary preference (sec. 19), warrants of attorney and cognovits (sec. 20; see *Laurence* v. *Laurence*, 1 Dowl. & Lownd. 219), &c. &c. are inserted in this Act. The voluntary preference clause contains the additional words, "in contemplation of his becoming insolvent," describing the circumstances which will avoid a gift, conveyance, &c. and also awards such gift, &c. "*to any person who is or may be liable as surety for the petitioner.*"

We must reserve our observations on the question, whether the insolvent's future property is or is not liable to his debts, for our next number.

(*To be continued.*)

THE PROPERTY LAWYER.

Rolfe, B. was of opinion that the power had not been duly executed. After stating the facts, he said:—

"The only point to be considered is, whether, according to the terms of the power, it is necessary, not merely that the testatrix should sign, seal, and publish, in the presence of three credible persons, who should sign their names as witnesses, but further, that the fact of that having been done should be expressed on the face of the attestation. If the case of *Wright* v. *Wakeford* (17 Vesey, 454, and 4 Taunt. 213) be a decision which ought to be considered as binding on this House, then it is clear that the will would not have been a valid execution of the power, if, instead of the word 'witness,' there had been the words 'sealed and published in the presence of;' and the first point to be considered is, whether this variation in the form of the attestation, i. e. the use of the

general word 'witness' instead of the special words 'sealed and published in the presence of,' makes any real difference in principle—whether the doctrine involved in the case of *Wright* v. *Wakeford* at all turns on the point of the attestation being special and not general—I am of opinion that it does not. The principle on which that case proceeded was, that the power, according to its true construction, required a form of attestation expressing that the parties executing the instrument had signed as well as sealed in the presence of the witnesses, i. e. an attestation expressing a compliance with all the acts required by the power. This is stated by the majority of the judges who certified to have been the ground on which their certificate proceeded; and, because the attestation in that case expressed a compliance with one only of the requisites of the power, namely, sealing, and was silent as to the other, namely, signing, therefore they held that the attestation did not on the face of it necessarily import a compliance with both requisites, and was consequently bad. Now, here there is no form of attestation at all; the witnesses merely sign their names under the word 'witness;' and the argument by which the present case is attempted to be distinguished from *Wright* v. *Wakeford* is, that here there is no *expressio unius* which may reasonably lead to the *exclusio alterius*—that, as nothing is expressed, all may fairly be presumed. If the question were, what was in fact done at the time of the execution—whether the executing party really did sign, seal, and publish in the presence of those persons who have subscribed their names as witnesses—the distinction might perhaps be of great importance; but the question, when it is attempted to distinguish this case from *Wright* v. *Wakeford*, is, not what in fact was done at the time of the execution, but what the attestation necessarily imports to have been done. Looking at the question in this point of view, it seems to me just as impossible to say of a general as of a special attestation, that it *necessarily* imports a compliance with all the terms of the power. I am, therefore, of opinion that the present case cannot be successfully distinguished from *Wright* v. *Wakeford*. If that be so, it remains to consider whether that case is or is not one which your lordships ought to treat as binding on this House as the ultimate court of appeal. Now, the certificate in *Wright* v. *Wakeford* was given, it is to be observed, in Hilary Term 1812, being above thirty years before it has been called in question in this House, and above twenty years before the present ejectments were brought. It was a certificate of three most eminent judges, delivering an opinion, differing, it is true, from that of Sir James Mansfield, but concurring, I think it must be considered, with that of Lord Eldon. It is true that we have no report of what was done by the Court of Chancery on the return of the certificate; and it must be admitted that the mere refusal to decree a specific performance in such case would certainly not of itself conclusively shew Lord Eldon's view of the law; but it is difficult to read the report of his judgment, in 17 Vesey, 434, when he directed the opinion of the Court of Common Pleas to be taken, without believing that his mind then strongly leaned towards the view of the law afterwards adopted by Mr. Justice Heath, Mr. Justice Lawrence, and Mr. Justice Chambre: besides, Lord Eldon held the Great Seal for more than fifteen years after the certificate was given; and, if he had not considered it as correctly laying down the law, it is difficult to believe that he would not, either during the progress through Parliament of the retrospective act to which it gave rise,(a) or on some occasion either in the Court of Chancery or in this House, have expressed his doubts on the subject; more especially considering the great respect and deference which Lord Eldon always expressed towards Sir James Mansfield, whose opinion was opposed to that of the other three judges. With a judgment, then, proceeding from such judges, and thus sanctioned, it is impossible not to feel the very strong probability that sales and purchases may have been made, and titles have been accepted and rejected, for a period now exceeding a quarter of a century, on the faith of the law being such as the case of *Wright* v. *Wakeford* stated it to be: and, though such considerations are not necessarily binding on this House, like an Act of Parliament, yet they have, in doubtful cases, like the practice of conveyancers, been always treated as of great weight in ascertaining what the law is. Now, with reference to the present question, there has been not only an acquiescence in the case of *Wright* v. *Wakeford*, and it must be presumed a practice among conveyancers conformable to it, for a period of more than thirty years; but there has been also a long string of cases recognizing it as settled law—following it where the facts have been the same, and distinguishing it where they have been different. The first case which occurred on this point after the decision of *Wright* v. *Wakeford*, was *Doe dem. Mansfield* v. *Peach* (2 M. & Sel. 576). There the terms of the power and the form of the attestation were substantially the same as in *Wright* v. *Wakeford*. The Court of King's Bench took time to consider their judgment, expressly with the view of deciding between the conflicting opinions of the Chief Justice and the other judges of the Court of Common Pleas; and, after deliberation, Lord Ellenborough, in pronouncing the judgment of the Court of King's Bench, expressed his concurrence with the doctrine laid down in the certificate of the three judges, and stated the true principle to be that the attestation must be co-extensive with the things required to be done. This decision was in Easter Term, 1814; and, when the same question was again attempted to be argued in the case of *Wright* v. *Barlow* (3 M. & Sel. 512, in Hilary Term, 1815, in the Court of King's Bench), and in *Doe dem. Hotchkiss* v. *Pearce* (6 Taunt. 402), in Michaelmas Term, 1815, in the Common Pleas, Lord Ellenborough in the one court, and Chief Justice Gibbs in the other, said they considered the question as settled by the preceding decisions. Two years afterwards the same question arose in the case of *Moodie* v. *Reid* (7 Taunt. 355), which was a case from Chancery. The power there was to appoint by any will signed and *published* in the presence of and attested by two or more credible witnesses; in the testimonium clause the testatrix says that 'these bequests are signed by me,' but there was no clause of attestation, except the word 'witness' preceding the names of the witnesses. Chief Justice Gibbs stated (whether quite accurately is not now the question) that this was clearly a good attestation of the signing, but added, that the question was whether by attesting the signing the witnesses also attested the publication. Now, it appeared clearly in that case that the testatrix in fact signed the will in the presence of the two witnesses, and at the time of doing so made use of expressions indicating that the instrument was her will. This, I conceive, was clearly a publication; and the doubt, therefore, must have been, not whether the will was in fact published, but whether the attestation sufficiently expressed that it had been published in the presence of the witnesses. The Court, after taking time to consider, certified against the validity of the execution, manifestly on the ground of the insufficiency of the attestation—adopting to its full extent the principle of the previous cases. The next reported case in which this principle was acted on was *Stanhope* v. *Keir* (2 Sim. & Stu. 37), where Sir J. Leach held that a power to appoint by a will signed and published in the presence of and attested by two credible witnesses was ill executed by a will in which the attestation did not extend to the publication; and in *Buller* v. *Burt* (an unreported case in 1829), the same learned judge held, on the same ground, that, where the power was to appoint by a deed signed, sealed, and delivered in the presence of and attested by two witnesses, the appointment was bad by reason of the attestation not extending to delivery. It is true that in that case his Honour is reported to have held, that, where the form of attestation is general, the witnesses must be taken to attest all which is stated in the body of the deed to be done in their presence, and, consequently, that, if in the body of the deed the instrument had been stated to have been delivered, as well as signed and sealed, in the presence of the witnesses, he should have held the power well executed. That opinion, however, was not necessary to support the judgment; it was therefore extra-judicial, and, as I humbly conceive, altogether erroneous—assuming, as it does, contrary to every day's experience, that the contents of the deed are known to the witnesses.

"In the case of *Hougham* v. *Sandys* (2 Simons, 95), a question arose as to the application of the retrospective Act in that particular case. The facts there are not applicable to the present, but the case is so far important as affording an additional recognition of the general doctrine.

"These cases were followed by several others in which the question arose whether, where the power required a will signed and published in the presence of and attested by three witnesses, the attestation was good, expressing the will to have been signed and delivered in the presence of and attested by the three witnesses—whether, in short, delivery under such circumstances was not the same thing as publication. His Honour the Vice-Chancellor of England, in *Simeon* v. *Simeon* (4 Simons, 558), and in *Lempriere* v. *Valpy* (5 Simons, 118), held that it was: and the same thing was decided by the Court of Exchequer in *Ward* v. *Swift* (1 Cr. & M. 171), and *Curteis* v. *Kenrick* (3 M. & W. 461). These decisions evidently left the general question untouched. The principle is not that the words of the attestation must be the same as those of the power, but that they must necessarily import a compliance with all the requisites of the power; and, when once it was decided, as a matter of construction, that delivery means the same thing as publication, the consequence necessarily followed that the powers in those cases were well executed.

"In the more recent case of *Mackinlay* v. *Sison* (8 Simons, 561), his Honour the Vice-Chancellor of England decided in favour of the appointment, on similar grounds. Whether it is quite clear that the words of attestation there used did necessarily import publication, may perhaps admit of doubt; but it is sufficient to say that such was the ground on which the judgment rested.

"The only remaining case is that of *Waterman* v. *Smith*, decided by the same learned judge, the Vice-Chancellor of England, so lately as the year 1840, and reported in 9 Simons, 629. There the only question was as to the validity of an appointment made under circumstances exactly the same as those which existed in *Wright* v. *Wakeford*. His Honour treated that case as established law, and would not hear the counsel who were to have argued in support of it. The property in question in that case was administered on the assumption of the law being such as was laid down in *Wright* v. *Wakeford*; and there can be no doubt but that in other unreported cases the same principle has been acted on. Such being the uniform current of the authorities during a period of more than thirty years, and the rule itself being one which results naturally from the language of the power, is easily intelligible, and well calculated to secure accuracy in carrying out the intentions of those by whom powers are given, I see no reason to think that it was not well laid down at first, and still less to think that it ought now to be departed from; and I beg leave therefore, in answer to your lordships' question, to say that, in my opinion, the power in question was not duly executed."

MAULE, J. briefly gave his opinion that the power was well executed, on the ground that he could not doubt the substantive in the power to which the participle *attested* was to be referred was the *will* which was mentioned, not signature, execution, &c. which were not mentioned; for, said that learned judge,

As to the decisions, he considered that there was none in which a will, purporting on the face of it to be duly executed and attested generally, had been held to be a bad execution of such a power as the present.

"If this be otherwise, it will be necessary when a party creating a power means that the will shall be attested, to state that the power must be executed by will signed, by will sealed, by will published, and by will attested. It is doing as much violence to language to consider signature, &c. to be the substantive to which attested is to be applied, as it would be to consider signature to be that to which seal is to be applied, and to require that the signature should be sealed in order to a good execution."

ERSKINE, J. after stating the facts, said:—

"Before I proceed to examine the several authorities cited in support of this position, I would remind your lordships, that, although in the case of a common bond or deed, the execution must be by sealing and delivering the instrument, and although in most instances the attesting witnesses sign their names under a memorandum that the deed was sealed and delivered in their presence, yet that, in point of law, a person who has signed his name to the word 'witness,' is considered as much the attesting witness to the instrument as if he had signed the more formal attestation. So, also, although by the statute of frauds the Legislature required that all devises of lands should be attested and subscribed, in the presence of the devisor, by three or more credible witnesses, it has always been held that a devise of land was well attested by the witnesses subscribing their names to the word 'witness,' as in the case now under discussion. From this it is clear that in general the execution of an instrument may be well attested, although the memorandum of attestation does not specify the acts that were necessary to make the execution effectual and perfect. In what respect, then, did a devise of land, made before the late statute of her present Majesty, in execution of a power, vary from any other devise of land? In this respect only, that its execution must have been attended with all the formalities prescribed by the donor of the power, as well as with those prescribed by the statute of frauds; and therefore if the donor of the power had required that the memorandum of attestation should be in a specific form, a general attestation like that under discussion would have been insufficient. But the donor of the power has not in this case prescribed any particular form of attestation; and, therefore, when he uses the term 'attested,' he must, I think, be taken to use it in its ordinary sense; and we have seen that when taken in its ordinary sense, both as applicable to deeds and wills under the statute of frauds, the term is fully satisfied by the witnesses affixing their signature to the word 'witness.' Why, then, should it be necessary, that, in a will made in execution of a power, the memorandum of attestation should state the particulars of the execution? The object of the attestation is in both cases the same, namely, that the persons whose interests may be affected by the will should have the means of knowing who the parties present were, and of ascertaining through them whether the requirements of the statute in the one instance, and of the power in the other, had been duly complied with; and this purpose is as well answered by a general as by a particular attestation. And that no sufficient reason exists for requiring in such cases a special memoran-

(a) 54 Geo. 3, c. 168.

dum of attestation may be now affirmed without presumption, since the Legislature has thought it right to declare that no form of attestation shall for the future be necessary to render valid an appointment by will, even though the donor of the power may have expressly required it. (7 Wm. 4 & 1 Vict. c. 26, s. 10.) As the donor of the power, therefore, in this case has not required any special attestation, and as all that he has required is found to have been performed, I can discover no legal principle on which your lordships should be called upon to declare the power not well executed."

He then examined the decisions, to shew that they would not be overruled if this power were held to be well executed. In *Wright* v. *Wakefield* (4 Taunt. 213) and *Doe dem. Mansfield* v. *Peach* (2 M. & Sel. 57 he said—

"Now, the decision might be supported upon one of two grounds, either that it was necessary that the memorandum of attestation should in terms expressly specify the several formalities which the witnesses professed to attest, or that, as the memorandum of attestation in that case expressly stated that the deeds were sealed and delivered in the presence of the witnesses, their signatures would be taken as attesting those facts, and those only. If the case was decided upon the first of these grounds, it would be a direct authority against the plaintiffs in error in the case before the House; if upon the latter, it would leave untouched the question as to the sufficiency of a general attestation like the present. The certificate does not clearly point out upon which of these grounds the learned judges who signed it rested their judgment; and, as the decision might, in my opinion, be well supported upon the latter ground, although inconsistent with some of the cases under the statute of frauds, I should not have considered it as an authority conclusive on the present inquiry, especially as I do not find that any case was cited, either at the Bar or from the Bench, that would support the former proposition. But the difficulties with which the plaintiffs in error have to contend, arise not so much upon the case of *Wright* v. *Wakeford*, as reported, as upon the interpretation put upon that decision in later cases. In *Doe dem. Mansfield* v. *Peach* (2 M. & Sel. 576), the Court of King's Bench adopted the decision of *Wright* v. *Wakeford*, and the reasons given in the certificate of the three puisne judges; but in delivering the judgment of the Court, Lord Ellenborough makes use of this expression:—'But it seems to us, that, to make a due execution of the power, there must be a making of an instrument with all the forms required by the power, and that *there must be an attestation of its execution with all those forms*. The intention of the parties was that the attestation should be co-extensive with the things required to be done; and this makes the case directly the same as *Wright* v. *Wakeford*.' But, although it may be collected from this passage, that it was the opinion of the Court of King's Bench that the witnesses could only be considered as attesting the circumstances specified in the memorandum of attestation, yet, as in that case the memorandum specified two of the requisites, and omitted the third, the decision of the case does not necessarily exclude the sufficiency of a general form of attestation like that now under consideration."

He then referred to *Wright* v. *Barlow* (3 M. & Sel. 312), *Doe dem. Hotchkiss* v. *Pearce* (6 Taunt. 402), and *Ward* v. *Swift* (1 Cr. & M. 171), and said, that none of them appeared to him to be authorities—that a general attestation like this was insufficient. In *Stanhope* v. *Keir* (2 Sim. & Stir. 37), the learned judge observed, "that it must be admitted that Sir J. Leach decided that by the adoption of this general form of attestation the witnesses could not be considered as attesting all that really took place at the execution, and that the Court could not refer the term 'witness' to the allegations in the will; and this case, therefore, is an authority against the opinion I have formed."

As to *Buller* v. *Burt* (cited in 4 Ad. & E. 15, 6 N. & M. 281), he said, in conclusion:—

"From the report of this case, Sir John Leach appears to have assumed, contrary to his former opinion in *Stanhope* v. *Keir*, that the Court might look to the will itself for the purpose of ascertaining what facts had been attested by the witnesses when they affixed their signatures to the word 'witness,' and then to have decided, that, as there was no allegation on the face of the deed that it had been delivered, the witnesses could not be considered as attesting that fact to have taken place in their presence. This decision of Sir John Leach seems to have proceeded on the ground, that, assuming that all had taken place that the deed itself recites, and that the attestation was evidence of all the facts recited, still that there was no evidence of the deed having been delivered in the presence of the witnesses, and consequently no attestation of that fact. And, if this may be taken as the real ground of the decision, the case supports the view taken by the Court of King's Bench, and adopted by other learned judges in the Court of error, in the cases now under consideration, namely, that such a general form of attestation may be taken as referring to the allegations in the latter part of the will itself, and in effect to attest all that appears upon the face of the will to have been done; and would not interfere with another suggestion which I submit to your lordships' consideration, namely, that a general attestation like the present in effect attests the execution as it actually took place; and that, as the special verdict finds that all the required formalities were in fact complied with, the witnesses must be held to have attested that those formalities took place in their presence. The case of *Stanhope* v. *Keir* appears to me to be the only authority directly opposed to either of these grounds for concluding that the will was in this case well attested; and therefore, as the word 'witness' must be taken to refer either to the facts that really took place, or to the acts recited in the latter part of the will, and as it appears, both from the facts found by the special verdict, and by the statements in the will that precede the signature of the testatrix, that all that was required by the donor of the power was actually done, I think the attestation was sufficient, and I answer your lordships' question in the affirmative."

Coltman, J. referred to his judgment reported in 9 Ad. & E. 940; 1 P. & D. 671; that the power was not well executed, and expressed his adherence to the reasons and conclusions there stated.

LEGAL INTELLIGENCE.

PRACTITIONERS OF FIFTY-FOUR YEARS' STANDING.

We are enabled, by favour of the Registrar of Attorneys and Solicitors, to give the following list of practitioners admitted on the roll in and prior to the year 1790, and who continue in practice, and have taken out their certificates for the present year. The earliest on the list, it will be observed, has been in practice 69 years:—

Cross, James, Bolton-le-Moors	H.	1775
Eyde, Thomas, Montgomery	M.	1779
Turner, Wm. Beckett, Abingdon	E.	1780
Abraham, Robert, Ashburton	M.	1782
Bird, Robert, Winchester	H.	1783
Fellowes, William, Dudley	H.	1783
Vandercom, Joseph F., Bush Lane	T.	1783
Maberly, Thomas, Colchester	M.	1783
Fox, John, Cleobury	M.	1784
Stephenson, Simon, Queen-street, Westm.	E.	1785
Sandys, Hanibal, Upper Eaton-street	T.	1785
James, William, Dorking	M.	1785
Coode, Edw., St. Austel, Cornwall	M.	1787
Sherwood, Thos. Edw., Tooley-street	M.	1787
Withy, Robert, Buckingham-st. Strand	M.	1787
Roper, Richard, Red Lion-square	E.	1788
Castleman, William, Wimborne	M.	1788
Hyott, John Philip, Lichfield	H.	1789
Gibbs, John, Shadwell	H.	1789
Grove, James, Amphlett, Chesterfield	E.	1789
Thacker, Wm., Wolverhampton	E.	1789
Hailstone, Samuel, Bradford	T.	1789
Blofield, R., Furnival's Inn	M.	1789
Burleigh, Wm., Haverhill, Suffolk	M.	1789
Pemberton, Christopher, Cambridge	T.	1790
Jones, Thomas, Milman-place	M.	1790
Pilkington, Spencer, Chorley	M.	1790
Adams, Poyntz Owsley, Market Harboro'	M.	1790
Garforth, Josh., Hull	M.	1790

Legal Observer.

ANNUAL CERTIFICATES.

The following notice has just been issued:—

"Office of Registrar of Attorneys and Solicitors Incorporated Law Society, Chancery-lane.

"The forms of declaration, under 6 & 7 Vict. cap. 73, may be had on application at the office.

"The members of the profession are requested to be particular in filling them up, either by themselves, their partners, or their London agents; to send them to the office on as early a day as possible; and to attend to the following regulations:—

"1. No declaration can be acted upon which does not contain all the particulars required by the Act of Parliament.

"2. Every declaration must be delivered at the office six days before a certificate can be granted.

"3. No certificate will be delivered out till Wednesday, November 20th.

"4. In the first six days, commencing on November 20th, certificates will be delivered only to such London agents as shall, in due time previously, have sent in the declarations of themselves and their country clients, accompanied by a list thereof, arranged in alphabetical order, and written on foolscap paper bookwise.

"5. These six days will be appropriated among the London agents, according to the letter with which their surnames, or those of the senior partner in the firm, commence, in the following order:—

"Those commencing with—

A or B, on Wednesday, Nov. 20.
C, D, E, or F, on Thursday, Nov. 21.
G, H, I, or J, on Friday, Nov. 22.
K, L, M, N, O, or P, on Saturday, Nov. 23.
Q, R, or S, on Monday, Nov. 25.
T, U, V, W, X, Y, or Z, on Tuesday, Nov. 26.

"6. On every day subsequent to November 26th, the certificates will be delivered to the rest of the profession.

"7. The fee of 1s. 6d. fixed by the Act for issuing each certificate, is to be paid on taking the same away.

"N.B.—You are requested not to fill in the number at the top.

"Robert Maugham, Secretary.

"September, 1844."

The following letter appeared in the *Legal Observer* of last week:—

"TRESPASS BY BALLOON.

"To the Editor of the Legal Observer.

"Sir,—This being vacation time, it is, perhaps, allowable to moot the following point:—A client of mine who has been much troubled of late by aeronauts hovering over his dwelling, has asked and obtained the following novel advice. First, for A to sail over B's field in a balloon, is actionable by trespass *quare clausum fregit*, inasmuch as what is mine, is mine *usque ad cœlum*; secondly, throwing dust or sand into landsmen's eyes would not deter a jury from seeing fit to give damages in a specially invented action of trespass *quare clausum, vi et armis*, and case for the consequential damages; and, thirdly, that to alight on my client's field would be an injury still more atrocious, and subject the offender and invader to service of declaration in ejectment on the spot, in addition to all or any of the aforesaid remedies, besides that of seizing his car as a realty fixture, should it get linked in with the timber of the estate.

"I hope the above will tend to raise the hopes of country practitioners to the clouds.

"A Town Agent."

REGISTRATION AND REGULATION OF JOINT-STOCK COMPANIES.

A very important act received the royal assent on Thursday, the 5th instant, entitled "An Act for the Registration, Incorporation, and Regulation of Joint Stock Companies," the object of which is to bring under the eye of government all joint-stock companies, and to prevent the establishment of fraudulent concerns with high-sounding names and pretended patronage, whereby persons with the promise of a high rate of interest have been deprived of their money and reduced to great distress. There are eighty sections in the act, with several schedules annexed. It has immediate operation from the 5th instant, with respect to the officers to be appointed for the registration of companies, and the regulation of the office provided for that purpose, and all other provisions as to the companies to which they have application, on the 1st of November next. The preamble of the act, on consideration of which the sections have been framed, declares it to be expedient to make provision for the due registration of joint-stock companies during the formation and subsistence thereof, and also after such complete registration to invest such companies with the qualities and incidents of corporations, with some modifications, and subject to certain conditions and regulations, and also to prevent the establishment of any companies which shall not be duly constituted and regulated according to the provisions of this act. It is provided, that before any advertisement or other proceeding appears of an intended joint stock company (which term has a very large signification), a provisional registration shall take place at the "Registry-office," giving certain particulars, in order to guard against mere adventurers obtaining money from the public, and in the event of non-registration as described, the promoter to be liable to be fined 20*l*. A complete registration is to take place before a company can act other than provisionally, and full information afforded respecting the deed of the company, &c. Patrons and directors must in future hold shares in the company, under a penalty of 20*l*., and the inspection of books is given to shareholders under certain by-laws, in order that the affairs of companies may be ascertained, and any director or officer who shall wrongfully "do or omit any act" with intent to defraud the company or any shareholder therein, or falsify or fraudulently mutilate, or fraudulently make any erasure in the books of accounts or books of registry, or any document belonging to the company, then such director or other officer shall be deemed to be guilty of a misdemeanour. The following provision has been framed to prevent fraudulent companies:—Section [illegible]. "And forasmuch as great injury has been inflicted upon the public by companies falsely pretending to be patronized or directed or managed by eminent or opulent

persons; now, for the purpose of preventing such false pretences, be it enacted, with regard to every company or pretended company whatsoever, whether registered or not, and whether now existing or not, that if any person shall make any such false pretences, knowing the same to be false, in any advertisement or other paper, whether printed or written, and whether published in any newspaper, or handbill, or placard, or circular, then every such person shall forfeit for every such offence a sum not exceeding 10*l.*" By another provision it is enacted, that if a judgment in law or decree, &c., cannot be enforced against a company, then it may be enforced against the person, property, and effects of a shareholder, who shall have his remedy against the company. Various penalties are prescribed; and by another provision, the registrar of joint-stock companies is to make an annual report to the Privy Council of Trade, setting forth the particulars mentioned in the 79th section of the present Act, which report is to be laid before Parliament.

ATTORNEYS' CLERKS.—We understand that none but *articled clerks* will in future be allowed to act in any case as professional advisers at the Mansion House. This resolution will probably be followed at the other police-offices.

MARRIAGES.—By an Act passed in the late session concerning banns and marriages in certain district churches or chapels, various doubts which had arisen are removed respecting the legality of such marriages, and it is declared that in every case in which a district has been or shall be assigned to any church or chapel under the Church Building Acts, it shall be determined by the commissioners and the bishop of the diocese whether banns of matrimony shall be published and marriages solemnized in any church or chapel or not. The following clause has been framed to render marriages valid which have already taken place, and provision is made for future cases. Section 3. "And whereas by error banns have been published, and divers marriages have been solemnized, in chapels with districts assigned to them under the provisions of the hereinbefore recited Acts, or some of them, but in which chapel banns could not be legally published nor marriages by law be solemnized, and it is expedient to remove difficulties arising from the circumstances aforesaid touching the validity of such marriages; be it therefore enacted, that banns already published and marriages already solemnized in such chapels as aforesaid shall not hereafter be questioned on account of the said banns having been published or the said marriages solemnized in any such chapel as aforesaid; and the minister or ministers who solemnized the same shall not be liable to any ecclesiastical censure or to any other proceedings or penalties whatsoever by reason thereof, and the registers of all marriages so solemnized as aforesaid, or copies of such registers, shall be received in all courts of law and equity as evidence of such marriages respectively."

TRANSFER OF PROPERTY.—A short, but very comprehensive, Act was passed on the 6th ult. to simplify the transfer of property, which, however, will not take effect until the 31st of December next. There are fourteen sections in the statute, concisely worded and freed from all verbosity. The term "land" is to extend to manors, advowsons, messuages, lands, tithes, tenements, and hereditaments, whether corporeal or incorporeal; the word "freehold," to include customary freehold; "conveyance," to be extended in its signification; "person," to mean a corporation as well as an individual, and the word importing the singular number to apply to several as well as to one, and the masculine gender to the female as well as the male. Deeds need not be "indented," and persons, though not parties, are to take immediate benefit under the same. The following provision has been framed for the protection of trustees:—Section 10. "That the *bonâ fide* payment to, and the receipt of any person to whom any money shall be payable upon any express or implied trust, or for any limited purpose, or of the survivors or survivor of two or more mortgagees, or holders, or the executors or administrators of such survivor, or their or his assigns, shall effectually discharge the person paying the same from seeing to the application thereof, unless the contrary shall be expressly declared by the instrument creating the trust or security." The Act is not to extend to Scotland.

THE RAILWAY CARRYING TRADE.—We are enabled to make an announcement of the utmost importance to railway proprietors and the public in general. Whether it be the determined stand made by our Liverpool merchants, in the case of the South-Eastern and Dover Railway that has founded the movement, we know not, but it is now determined that railways in general shall become their own carriers, and no longer submit to the present system of intermediate parties being allowed to reap the profits. We congratulate our fellow-townsmen on the energetic exertions made by Liverpool gentlemen at the late Dover meeting; such services are the more to be valued as having been put forth in the face of a similarly overwhelming opposition; the room being filled with the directors, immediate friends, and supporters, who did their utmost to prevent our fellow-tradesmen from being heard. However, it is now clear that the carriers' monopoly on the Dover road is very soon to be laid low, and the proprietors will thus gain the fair earnings of the line. It is but fair that shareholders should net a fair return for their capital invested, and this must be the case with a line such as the South-Eastern and Dover. However, one grand matter is with the public, and it is a matter of the greatest importance to every one, that goods and parcels should be conveyed at the lowest possible charge. This is now immediately to be secured, and it is but honest that the town of Liverpool should have its fair credit for having brought about this vastly important result. The late Dover meeting has made all railway shareholders open their eyes to the treasure in store for them, and the public see in it increased accommodations and reduced charges. We are enabled to announce that the following leading lines of railway have resolved henceforth to become carriers, or, in the words of Mr. Robert Browne, one of our Liverpool merchants, "to labour for themselves." The lines are, the Great Western—the Grand Junction—the Bristol and Exeter—the Birmingham and Gloucester—the Bristol and Gloucester. These lines of railway have, within a few days past, resolved on making no allowance whatever to carriers, but to be carriers themselves, and to give the public every possible facility. We are also enabled to state that the directorate bodies of several grand trunk lines are considering the subject, with a view to the immediate adoption of the same system. Thus strengthened, the London and Dover line must succeed, and so the services of Liverpool will not have been thrown away, but be attended with increased advantages to the public, and immense benefit to the shareholders.—*Liverpool Advertiser.*

POOR'S ALLOTMENTS.—The following is a report of the advantages of the allotment system upon the estate of Mr. D. Sutton in the parish of Wiggington, near Tring:—About twelve months since a field of arable land in a convenient situation was divided into thirty-four allotments, varying from twenty to eighty poles each, and let to labourers for 2*l.* per acre, including tithes, rates, and taxes. The land to be cultivated after the first time by spade industry. The land was in a foul state, although naturally good corn land. The rent to be paid once a year. Monday last being the day appointed, the tenants assembled and paid their rent, with one exception, and that was a case where a man took rather more than he could manage, late in the season, and had not been able to gather any of the produce. After the rents were paid, and the tenants had partaken of some good old English cheer, prizes were distributed for the best specimen of the produce, and for the best cultivated allotment. The whole of them expressed their thanks for the benefits conferred, and the tenant who gained the latter prize, Charles Smart, who has a wife, and five children under fifteen years of age, thus alludes to it:—"I consider my rood of land has done me a great deal of good, and filled up my leisure time, and I hope next year to do still better. This year I have gathered peas for my own use, and have dug up several rows of potatoes, by which I can safely say I shall have seventy bushels altogether, which I consider worth 1s. 4d. per bushel; besides this, I have part in turnips, which I would not take 1*l.* for, making the value of one year's produce upon a quarter of an acre between 5*l.* and 6*l.*" The parish of Wiggington has ranked foremost in the list of thieves and poachers, and gained the appellation of "Wicked Wiggington," but it is gratifying to observe, that not one of the occupants of the allotments has been convicted of a theft or misdemeanor, and the parish has been very quiet and peaceable, and a great improvement is visible.

RIGHTS OF LANDLORDS.—There is a provision in the new Insolvent Debtors' Act affecting the rights of landlords which seems to have escaped notice. By the 67th section it is provided that no landlord of any tenement let at a weekly rent shall have any claim or lien upon any goods taken in execution under the process of any court of law for more than four weeks' arrears of rent; and if such tenement shall be let for any other term less than a year, the landlord shall not have any claim or lien for more than the arrears of rent accruing during such terms or times of payment. This enactment was necessary to prevent fraudulent contrivances to protect property as well as the person, which cannot now be touched for debts not exceeding 20*l.* Under the next clause, a claim by a landlord or any other person to cover property, can be investigated by the judge of the court out of which an execution by a creditor has issued, which provision was adopted to prevent law expenses in actions under the Interpleader Act.—*Sunday Times.*

PARISH CONSTABLES.—On the 29th of July last an Act came into operation to extend the powers of the Act for the appointment and payment of parish constables. There are five sections in the statute, and by the third it is enacted that no toll shall be demanded or taken on any turnpike-road or bridge for any horse or police van, carriage, or cart, passing along such road or bridge in the service of a superintendent constable, appointed under the Act 5 & 6 Victoria, c. 109, for the appointment and payment of parish constables, provided that the superintendent constable shall produce a certificate of his appointment, signed by the clerk of the peace, or shall have his dress according to the regulation of the said county, at the time of claiming the exemption; and every person who shall fraudulently claim or take the benefit shall for every offence be liable to a penalty of not exceeding 5*l.* and in all such cases the proof of exemption shall be upon the party claiming the same.

BURNING FARM BUILDINGS.—On the 6th ult. an Act came into operation to amend the law relating to burning farm buildings. It seems that doubts existed whether the provisions of the Act 7 Wm. 4 & 1 Vict. c. 89 extended to the offence of unlawfully and maliciously setting fire to any hovel or shed not being appended to any house, and therefore it is declared by the present statute that any hovel, shed, *or fold, or any other building, shall be included, and on conviction the offender may be transported or imprisoned.* Persons setting fire to hay, straw, wood, or other vegetable produce, being in any farm-house or building, or to any implement of husbandry therein, shall be liable to the pains and penalties mentioned for maliciously setting fire to a farm-house or other building. By the third provision it is provided that males under eighteen years of age may be whipped, not exceeding three times, in addition to any other sentence. This Act is to be deemed a part of the one recited.

IRISH JURY LISTS.—The correspondent of the *Morning Chronicle* states that Mr. Mahony has determined to commence legal proceedings against the majority of the cess-collectors, who failed to make a return of the qualified jurors within the time prescribed by law, and against all the collectors, for non-compliance with the provision of the Jury Act, which directs that the lists should be printed and published in the various parishes, previous to the returns being placed in the custody of the clerks of the peace.

IMPORTANT TO INSOLVENTS.—It cannot be too generally known that the commissioners of bankruptcy for the Birmingham district have come to the determination not to receive or recognize any petitions or schedules where the signature of the petitioner is not attested by a solicitor or some agent duly authorized by a warrant of attorney. It is obvious, under such circumstances, that persons desirous of applying for the benefit of the new Act must, at the outset, employ a solicitor. This is important, because in opposition to the instructions of Lord Brougham.—*Birmingham Advertiser.*

THE ROYAL MINT.—The workmen of this important establishment are busily at work in striking off a considerable quantity of new sovereigns and half-sovereigns on account of the Bank of England, preparatory to the payment of the October dividends, which will be in course of settlement in the Rotunda on the 14th of next month. The amount of bullion at present in the Bank is 15,197,000*l.* sterling. A large quantity of gold coinage has also been struck for Government during the last fortnight for the payment of the Army and Navy, the half-pay and pensions and pay of the officials of the Treasury, Foreign, Colonial, and Home offices, Stamps, Customs, Excise, &c. which are now in course of payment. An immense number of the new half-farthing coinage, which for the last ten days have been selling in the different thoroughfares of the metropolis at four and six a penny by the itinerant street venders, have been struck at the Mint for the last month, and will be issued as legal tenders of our copper circulation in currency on Tuesday next, the 1st of October, according to the Royal proclamation announcing their issue a year and a half ago, but which had been delayed in the United Kingdom, although in our colonies they have been for some time current. The various shopkeepers, grocers, and tea-dealers, in the Borough and different parts of the metropolis, have large bowls full of this new but useful coinage to the working or poorer classes in their windows, as "half farthings saved are pennies gained."

THE GREAT WILL CASE.—We have been waited on by Messrs. Richards and Walker, the solicitors of the executors of the late Mr. James Wood, of Gloucester, in relation to a paragraph which appeared in the *Sun* of Monday. They deny that any compromise has been entered into by the executors with the corporation of Gloucester, and state that the appeal to the House of Lords is still proceeding, and will be heard before their lordships as speedily as the rules and practice of the House will allow; and they state that they are ignorant of the fact that any further will or testamentary paper has been found, and they express their belief that any report to the contrary is without foundation.—*Sun.*

WILL OF SIR WILLIAM HEYGATE, BART.—The will of Sir William Heygate, Bart. late Chamberlain of the City of London, formerly alderman of Coleman-street ward, has just been proved in Doctors' Com-

ment by Dame Isabella Heygate, widow, and Sir Wm. Heygate (the son), two of the executors, a power of proving being reserved for a son under age and a sister of the testator. The property is sworn under 45,000*l.* He gives to his wife, Dame Heygate, 100*l.* a year and the use of Roecliffe-hall, Leicester, with the plate, pictures, &c. belonging thereto, for her life, and at her death to his eldest son, if not purchased as stated below. He directs his property to be divided into five parts, to be distributed as follows:—Two parts to his eldest son, and the remaining three parts to three other sons, on the death of his wife, but till that event they are to be suitably provided for. To his brother, sister, and other relatives, mourning-rings. To his servants 20*l.* to be divided among them. Roecliffe-hall and his other property to be offered to his sons (if they wish to become purchasers), at a fair valuation. The will is short, and in the deceased's handwriting.—*Britannia.*

CORRESPONDENCE.

ATTORNEYS' GOWNS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—In the LAW TIMES of Saturday last there is a letter from an attorney in Dorchester, in reference to Mr. Lott's difficulty of obtaining admission to courts of justice. I would beg to state, that at the Devon Assizes, some little time since, I had to defend a prisoner for felony, and being told that he was placed at the bar for trial, I hastened to gain admission to the Crown Court, but when I came to the door of the attorneys' boxes, I found that the sheriff's officer would not let me in. On looking round, I found that a friend of mine, an attorney of long standing and great respectability, was endeavouring to gain admission without avail. I desired the officer to let me in, when he said, "You can't go in: you are no attorney." My friend immediately answered, "He is, and you had better let us both in;" which he at last did, after a great delay, and we have threatened to report him to the sheriff. I know of no greater annoyance than being obliged to wait for half an hour before you can procure admission to the law courts, and I perfectly agree with the Dorchester attorney, that the only way to obviate the evil is to adopt, "one and all," the wearing of gowns when attending court.

I know full well that the greater part of the Profession would gladly adopt it, but no one will make a beginning; and many have recommended it, but have written anonymously. Now I beg to say that I should be happy to join any members of the Profession in order to put the wearing of the gown in practice; and am, Sir,

Yours truly,
J. T. SHAPLAND.

South Molton, Sept. 23, 1844.

PREPARING AGREEMENTS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—In reply to "A B" as to whether an auctioneer is legally entitled to prepare an agreement between parties, provided he makes no charge, I do not know of any law or custom to prevent him *if no charge is made.* But as this is done by auctioneers and brokers to a very great extent, and consequently solicitors are deprived greatly of their just emoluments, it should be their aim to discountenance it as much as they can, and if possible to put an end to it.

A case of this sort happened to myself personally. I had been spoken to about a lease that would probably be wanted, or an agreement for lease when a large house was let. The house was afterwards let, and I was expecting to receive instructions accordingly, but to my astonishment an agreement already prepared was brought me, prepared by an auctioneer, who was agent, and acted for the tenant; on my questioning the landlord (who brought it me) about it, he said that the auctioneer at the time the rent was agreed upon, said he could draw up the agreement, and he, the landlord, had consented to it; but I suppose, having some doubts in the legal knowledge of the auctioneer, he wished me to peruse and settle it, but which I declined professionally to do, as I would not be concerned in settling an agreement drawn by an auctioneer. Whether the latter made any charge for this I do not know.

I believe it to be the daily practice of auctioneers to draw up agreements, and if it can at any time be proved that they charge for doing so, they should be proceeded against: but as this is difficult to prove, the profession should so far discountenance the practice by not employing any auctioneer in sales, &c. who is guilty of so doing.

Another mode to remedy it would be, I think, for a regular and unvarying charge to be made by solicitors for all ordinary and common agreements, so that the public may know exactly the fee or sum they will have to pay. It is unquestionably true that many, very many, are deterred from coming to a solicitor by the fear of being charged for attendances, &c. in these small matters, and they therefore do not come.

I think that if a regular charge was fixed in this, and a scale of charges in all other matters relating to conveyancing, where it is possible to fix it, was made, so that all who have occasion might know it before hand, it would be more conducive to the interests of the profession.

I am, &c.
Sept. 23, 1844. A SOLICITOR.

THE LATE INSOLVENT ACT.

TO THE EDITOR OF THE LAW TIMES.

SIR,—At the time of the above Act coming in force a client of mine had a debtor in execution for a debt under twenty pounds, and who was then and is now after his discharge in the receipt of a life annuity issuing out of real property. The concoctors of this notable Act should, I think, in justice to honest creditors of the above description have at once vested in them what property the discharged defendant might have been possessed of, instead of leaving such creditors to a loose and expensive remedy. Having but little knowledge of insolvency matters, and as the defendant alluded to is now laughing at the plaintiff, I should be glad if some one of your experienced correspondents would point out through your Journal the easiest and least expensive mode of getting possession of the annuity in question, if it is possible to be done.

I am, &c.
Sept. 20, 1844. JUSTUS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—A report in the TIMES of this morning of an occurrence at the Central Criminal Court on Saturday last induces me to address you on the subject thus early, lest your readers be misled as to the real facts of the case.

From this report it would seem that Mr. Crouch had been guilty of something very extraordinary in receiving a brief otherwise than from an attorney. I must confess my surprise that counsel of any standing in that court should venture to intimate that this was unusual. I have known the court for many years, but I never knew any objection to receiving a brief, for prosecution or defence, from any one, professional or not, *at the Old Bailey.* The endeavour to fix a stigma upon a junior for following the precedents established by his seniors, is cruel and unjust.

Mr. Alderman Wood is reported to have said that the city authorities had endeavoured to put an end to the abuses that have so long prevailed in that court. Will the worthy alderman point out a single rule or order that is achieving this object? I know that certain rules have lately been published which have the effect of removing certain gross evils from one spot and concentrating them in another, but I presume he does not allude to them. But does he really mean that any thing has yet been done in a genuine spirit to make the practice *respectable* and not *exclusive?* This is no difficult task, and yet there are no visible signs of its accomplishment. Perhaps the Legal Protective Association will assist in it? Then, and not till then, I fear, will the irregular practitioner (attorney or agent) begin to tremble.

I am, Sir, yours, &c.
A CONSTANT SUBSCRIBER.

Sept. 23, 1844.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Will you allow me, as an old subscriber, to inquire, whether it is legal for an attorney to share in the profits of the proctor whom he may employ, or to divide the commission on sales or purchases of stock with his broker? It appears to me to be highly derogatory to the character of a professional man, to do business on such terms with any person out of his own Profession, and that such a course is obviously fraught with the very worst possible consequences to clients.

I am, Sir, yours, &c.
Sept. 24, 1844. CURATOR.

CENTRAL CRIMINAL COURT.

"TO THE EDITOR OF THE MORNING CHRONICLE.

"SIR,—I feel much grieved by the observation in your paper of to-day regarding me (concerning a trial of the Central Criminal Court), and as it may tend to do me great injury if the affair is left unexplained, I hope you will have the justice to insert the following explanation.

"Mr. Wilkins has assured me (and I do sincerely believe him), that when he used the *strong expressions* towards me (reported in your paper), he was *not aware* that it ever was *allowed* for a *barrister* attending the *Central Criminal Court* to act *as counsel for a* PROSECUTOR, unless an *attorney was engaged.* Had he been so informed, he would not have *noticed* the subject in the way he did.

"Yesterday, the counsel forming the bar of the *Central Criminal Court* met at the Middlesex Sessions, and it was agreed upon by all the gentlemen present, 'That the practice of the Bar attending the above court had *always allowed* the *barrister* to act as *counsel* either for the PROSECUTOR or the prisoner, *although* no *attorney* was *employed* by the *parties;* and that Mr. Crouch, in doing so, had neither *acted unusually* nor *unprofessionally.*'

"As the custom of the Bar thus fully *sanctions my conduct* on the *trial in question,* I hope you will see how important it is for my welfare to have this affair placed in its proper light before the public.

"I am always most anxious to conform to the practice of the Profession, and when I fail to do so it arises from the great difficulty of knowing what the rules are; each gentleman seems to form rules for himself, and expects that everybody else shall conform to his practice.

"Again begging your insertion of this letter,
"I remain, yours obediently,
"NEWTON CROUCH.

"Temple, September 25, 1844."

BARRISTERS AND ATTORNEYS.

"TO THE EDITOR OF THE MORNING HERALD.

"SIR,—As my name is mentioned in your report of the case *Queen* v. *Thomson,* at the Middlesex Sessions, as acting unprofessionally, I beg you will do me the favour to state that, in this case, my brief was delivered by an attorney, with whom I communicated, whose name is indorsed on the brief, and whose clerk attended, as well as myself, in court, on the 10th instant, the day first appointed for the trial. I will not now trouble you with the urgent causes of my absence, which was unexpected on Tuesday morning, as they have been satisfactorily explained in another and professional quarter; but I beg to assure you that it is so notorious that briefs are delivered at the Central Criminal Court and the Middlesex Sessions without attorneys, that I am astonished, in common with several of my seniors, that any practitioner at those courts should be ignorant of the custom which, though it may be strictly unprofessional, is a long-established one.

"I remain, Sir, yours very obediently,
"S. C. HORRY.

"Temple-chambers, Chancery-lane, Sept. 26."

"THE QUEEN ON THE PROSECUTION OF — PYKE, ESQ. DANIEL CUNNINGTON, HAMMOND, AND OTHERS *v.* WILLIAM THOMPSON.

"TO THE EDITOR OF THE MORNING HERALD.

"SIR,—Your report in this day's *Morning Herald* is calculated, without explanation, to seriously injure me, and in common justice, therefore, allow me to state that Mr. Horry, the retained counsel for this prosecution, was in attendance at the Middlesex Sessions on the 10th inst. the day originally fixed for the trial, with the attorney and witnesses, but in consequence of the defendant's application to the Court to postpone the trial, on the ground of the absence of a material witness, such trial was fixed for the 25th inst.

"On the 24th inst. from the difficult nature of the case, when it was too late for me to instruct other counsel, I was apprised that Mr. Horry could not attend until three o'clock the following day, and, on consultation with him, we agreed (as I am sure he will admit) that on my declining to give evidence there was no legal objection to my conducting the prosecution, in the event of its being called on before his arrival. I, therefore, consented to adopt this course.

"Allow me further to state that there was, and is, an attorney for this prosecution, who duly attended in that character on the 10th and 25th inst. and who had a direct communication, as such attorney, with Mr. Horry, the counsel for the prosecution; and, permit me to add that, notwithstanding the strong, unmerited, and uncalled-for observations of the learned Chairman of the Middlesex Sessions, reported by you, with regard to my conduct in conducting the case without an attorney, even had such been the case, I am still of opinion I should have acted only in accordance with the usual custom of the Bar of the London and Middlesex Sessions, who, at a recent meeting of the majority, stated 'that it had always been the practice of the Bar, attending London sessions, to act as counsel, either for the prosecution or prisoner, although no attorney was engaged in the case, and that a counsel so doing would neither act unusually nor unprofessionally.'

"Yours obediently,
"H. H. PYKE.

"87, Chancery-lane, Sept. 26, 1844."

AGREEMENT STAMPS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—There must certainly be a fatuity, if not a fatality, of vision superinduced by the very attempt to construe or define our stamp laws; both of your correspondents, "A Managing Clerk" [illegible] and "One, &c." [illegible], in their letters of last week, distinctly refer to the provisions of the [illegible] Act as imposing a duty of [illegible] of [illegible] on agreements exceeding [illegible]; both say

that these duties still remain in full force; and then each of these gentlemen goes on to recommend the use of a 35s. stamp *only* upon an instrument of agreement *exceeding* fifteen folios.

I am, Sir, yours,

Sept. 24, 1844. ANOTHER, &c.

ATTORNEYS' CLERKS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—A correspondent, signing himself "A Solicitor," settles the practice before alluded to under this head in a summary, and, to himself, I have no doubt, satisfactory manner; and really, Sir, one cannot refrain from complaining of the ungenerous mode he has adopted of introducing a gratuitous attack on *our body*, in professing to elucidate a point of law; but, instead of doing so, or affording the slightest information, he has misstated the whole and only question, and concluded his observations by endeavouring to "slip his knife" into the unfortunate clerks.

Should a reference be made to the skeleton of my letter, which only appeared, the superfluous matter having been properly omitted as not bearing on the point in question, it will be seen that I merely suggested the acceptability of "information on the legality of attendance of attorneys' authorized clerks before the magistrates," and "A Solicitor," by way of introducing an answer, very coolly says, "he sees that I wish the question whether I can be allowed to act as an advocate to be settled!!" and then he refers to the clause in the late Act which allows certificated attorneys and barristers to practise. Sir, I never thought of any thing so ludicrously absurd as the question "A Solicitor" would put into my mouth. The simple point on which I thought information would be acceptable was, whether the practice permitted, if not sanctioned, by the judges and magistrates, of attorneys' *authorized* clerks appearing before them *was*, or was not, legal? in other words, whether such an attendance would render a clerk liable to the penal clauses of the Act?

I never provoked the fulsome eulogistic language with which "A Solicitor" has so ridiculously bespattered the gentlemen of the bar, and of the roll. Nor did I seek to entrap him into an exhibition of his utter ignorance of the business of a solicitor's office. He says, "No one ever dreamed of the *managing* clerk of a barrister offering himself as an advocate," and I must add *my* belief that no one ever had such a dream; but "A Solicitor" appears to have wasted a thought on that nonentity a barrister's managing clerk.

And now, Sir, what have *we* done to entitle us to the venomous outpourings of "A Solicitor's" wrath? —why the sweeping accusation against attorneys' clerks in the close of his letter? As one of that body, I take leave to ask what right "A Solicitor" has to indulge his vituperating propensity at the expense of the untarnished reputation of men of respectability and integrity, who would scorn to "transact any thing oppressive, or unfair, or ungentlemanly in an office?" Were we capable of acting with the atrocity imputed to us, undoubtedly we should deserve branding as vagabondizing scoundrels, and the opprobrium attached to the name of "lawyer's clerk" by the lower orders of society would be ineradicable, because well deserved.

Having digressed thus much in vindication, I will shortly recur to the "questioned practice" for the purpose of shewing that "A Solicitor," notwithstanding his refrence to the clause in the Act, does not think it illegal. He says, "Absence or illness of a principal may allow of the violation of the rule in permitting a *boná fide* managing clerk occasionally acting for his principal, and no fair man could object to this." Why, Sir, this is the very point on which I thought information necessary. The practice is or is not legal. If illegal, the law will not violate a rule because of the illness or absence of a principal. No such matter could be recognized, nor could an issue be raised on it. Suppose proceedings were commenced against a clerk under the penal clause of the Act, how would the defence that the principal was ill, or absent, be made available? If legal, such an excuse would certainly be unnecessary; it would be sufficient to shew that the defendant was representing a qualified practitioner.

Personally I feel but little present interest in this matter. The point is of considerable moment to men of large practice, and the thanks of the Profession are due for your notice of the subject, to which it will not be necessary again to call your attention.

I am, Sir, your obedient servant,

A MANAGING CLERK.

SELECTIONS FROM CORRESPONDENCE.

"AN ARTICLED CLERK" comments with great reason upon the proposal to increase the admission stamp. We are not prepared at present to say that any such increase is desirable, at any rate, not a retrospective [illegible] was suggested in last Saturday's LAW TIMES, under the head 'Legal Protective Association,' that 'one of the proposed alterations the association intends to advocate is a diminution of the annual certificate, *and an increase of the admission stamp duty*.' Now I submit that the latter will fall very hard upon many of the clerks already articled, who have, in addition to the article stamp, a heavy premium to pay, and who no doubt were articled with the idea that they would have no more to pay on admission than had been paid for many years previously. Would it not be better and more conducive to the interests of the Profession generally to increase the amount of the article stamp, or increase the admission duty upon such who are articled *after* such increase will take place? then they who are articled will know what they have to pay on the outset. Believe me, I do not write this from any interested or selfish motive, but because I know there are many who are now articled who really cannot afford to pay any increase of duty, and it would be hard when a young man has toiled away his five years in an attorney's office, expecting to pass by paying the usual fees, that his prospects should suddenly be ruined and blighted, and that not arising from any fault of his own, but because he cannot pay a certain sum more than he has been led to expect he would have to pay."

"AN ATTORNEY'S CLERK" (Wells), after thanking us for the hint thrown out in our last number upon the weekly half-holiday, wishes to draw the attention of those who are inclined to consider the subject to the fact, that as a rule it can hardly be doubted that the clerks suffer severely in their bodily health and strength from the continued sedentary employment, and the badness of the ventilation in many offices. We intended only to lay down the principle, and to give an example of it being carried into practice, feeling satisfied that if we could once rouse the attention of the "employers," their good feeling and good sense would soon enable them to discover the mode of lessening the evil.

To Readers and Correspondents.

R S.—*The mode of printing the statutes suggested by our correspondent has already been under our consideration, but the difficulties arising from the arrangement of the paging and the general scheme of our journal render it impracticable.*

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THE LAW TIMES.

SATURDAY, SEPTEMBER 28, 1844.

THE BAR AND THE CENTRAL CRIMINAL COURT.

THE last week has been an eventful one for the Legal Profession. The proceedings that have taken place at the Central Criminal Court and the Middlesex Sessions are fraught with most important results. They involve in their indirect bearings nothing less than the character of the whole Profession,—the character of the Bar, the character of Attorneys. Let us calmly state the facts as they have been circulated from one end of the kingdom to the other. On Saturday the 21st, in the course of a trial at the Central Criminal Court, it transpired that the prosecutor had instructed his counsel, Mr. Crouch, himself, without the intervention of any attorney. The Common Serjeant expressed his surprise at such an unusual proceeding. Mr. Crouch asserted that it was usual in that court. Mr. Ballantine stated that he never knew of an instance of a brief being taken for a prosecution in that manner. Mr. Wilkins denied the existence of such a practice in most positive terms, and commented severely upon the conduct of Mr. Crouch. The Common Serjeant considered "it to be of all disgraceful cases the most disgraceful." A few days pass, and we find it distinctly stated by Mr. Crouch, and also by Mr. Horry, and not yet denied by any of the leading counsel in that court, neither by Mr. Adolphus, Mr. Prendergast, nor Mr. Clarkson, that such *is* the practice at the Central Criminal Court and at the London Sessions, and that it has been so for a long time. Mr. Ballantine, then, was mistaken; Mr. Wilkins was ignorant; the Common Serjeant knew not of the practice going on continually in his own court. We believe that this was so, but we equally believe that the practice existed, and we only believe that they were ignorant, because they say so. Mr. Horry and Mr. Pyke were also attacked at the Middlesex Sessions for having acted, one as junior in his own case, and the other as senior in the same case, without any attorney having been engaged. Mr. Serjeant Adams was astounded at the degradation of the Profession. It turns out (see the letters of Mr. Pyke and Mr. Horry) that there was an attorney engaged.

Here is strange contradiction! Great waste of virtuous indignation! But let our readers observe well that the practice is admitted. In justice to Mr. Crouch, then, we are bound to say that he has been the victim of the ignorance of those who attacked him. Regretting that hard words should have been thus bandied about on insufficient reasons, we cannot help being glad at the result.

It is now fairly stated to the world that practices unrecognized by the Bar have existed and do exist to a great extent at the Old Bailey. The world also knows, and long has known, that "An Old Bailey Practitioner" is a byword for disgrace and infamy. To what other cause can this popular opinion, be it truth or fallacy, be traced?

We doubt not, that if the system carried on at the Old Bailey were thoroughly examined and searchingly scrutinized, not only the practice already condemned, and which we unhesitatingly condemn, but many others, equally injurious and degrading, would be brought to light. Are there not a few agents with no pretence to the title of attorneys, who pilfer the prisoners, and select the counsel most pleasing to themselves? Are not prisoners' briefs constantly received without attorneys? We doubt not that some members of that Bar could be found willing to give the fullest information upon the subject; men who have unwillingly followed in the stream, because they found it hopeless to resist it; and the Bar must take it up for their own sakes. If no steps are adopted by the Seniors, they will be supposed to approve of it. Let the task be entered upon in earnest. Let the practices, equally discreditable, and not more difficult to discover, existing on several of the Circuits, be exposed, condemned, and made to cease. For what have the Benchers the power of *dis-barring*? For what is the bar-mess on Circuit? Can any one doubt that a resolute front shewn by the influential members of the Profession would put a stop to these evils? They must not be content with not being guilty of them themselves, but be active in preventing and punishing others. They will find the great mass of the attorneys most willing to second their efforts. No one who reflects does not see that neither part of the Profession can be lowered in the opinion of the world without also lowering the other; the dignity, honour, and character of both are inseparably united. We do not venture to suggest the plan that should be pursued—whether the existing machinery is sufficient, or whether a Council of Dis-

cipline should be established, is matter of grave consideration. We wish only to express our sense of the importance of something being done. We do, however, say that, if the charges brought against Mr. Pyke be true, into which we do not at present enter, he ought not for one single Term longer to remain a member of the Bar.

LAW SOCIETIES.

We announce with much pleasure that a meeting of the members and deputations from the principal Law Societies will take place in the month of January next at Manchester. We hope that the effect of the advertisement in our columns of this day will be, that all the Law Societies who have not declared their intention of joining in the proposed meeting will forthwith do so, and that we shall soon be able to inform our readers that *all* the Societies, without exception, will be represented on that occasion. Long before that period the "Legal Protective Association" will have made their rules, and their intended system of operation known, and nothing would give us greater pleasure than to find that that meeting should be chosen as the fittest opportunity of forming a strict alliance, offensive and defensive, between the provincial societies and their metropolitan brother; each reserving to themselves their full independence of judgment upon particular questions, but all agreed in certain main principles of action, and certain well-defined objects for their exertions.

We may here mention, that we have reason to know that the proceedings of one of the sham solicitors who has often been noticed in our columns will come under the searching scrutiny of the committee of the Legal Protective Association immediately upon their permanent establishment.

VERULAM SOCIETY.

The third part of the Reports of Magistrates' Cases by Bittleston and Symons, forming the seventh part of the Verulam Reports, was issued to the subscribers on Thursday.

The following member has been enrolled since our last:—

Cruso, Francis, Leek, Staffordshire.

PRACTICE—PLEADING—EVIDENCE.

By Professor Carey.

Delivered at University College, London.

LECTURE XI.

There are two descriptions of pleas, one which denies the previous statement, and the other which, admitting the previous statement, adds to it a new statement to alter the effect of it—a plea by way of confession and avoidance. This is a plea which admits the facts stated in the declaration, but alleges some new fact to shew that the plaintiff has no right of action. For instance, in an action of debt, the plaintiff alleges that the defendant owes him 20*l.* for goods sold and delivered, the defendant pleads *infancy*—that he was under age when the goods were sold to him. That is a plea in which the defendant admits the sale and delivery of the goods, but alleges an excuse; that is to say, he avoids the effect of it by stating that he was an infant—which deprives the plaintiff of his right to recover. So if in an action on a bond duress is pleaded, that is a plea which admits that the defendant did execute the bond in question, but that he did it under compulsion. Again, in trespass *vi et armis* for an assault, the defendant may plea *son assault demesne*; he says, "True, I did strike plaintiff, but he struck me first, and I struck him in self-defence: the assault was his." All these pleas shew that, admitting the facts stated in the declaration to be true, yet the circumstances are such that the plaintiff had not, from the beginning, any right of action against the defendant. Take the case of a bond executed by compulsion—by duress; the bond is, *primâ facie*, binding on the defendant, but he pleads that the circumstances under which it was made were such that, from the beginning, it was not binding on him. In other cases, a plea by way of confession and avoidance admits that there was once a right of action, but brings forward some fact to shew that this right of action has ceased; as where, in an action of debt, the defendant pleads that he has paid the money which he owed, and therefore satisfied the claim; and in an action of debt on a bond, he might plead that the plaintiff has released him from the liability. In debt on a simple contract, or in *debitatus assumpsit*, a defendant may plead a set-off; for instance, admitting that he owed the plaintiff 20*l.* but also alleging that he had supplied the plaintiff with goods to the amount of 20*l.*: in these cases there was a cause of action once existing, but it is now satisfied. I do not know that you will find anywhere the line drawn exactly as I have drawn it, but I believe it is a proper one, and in a recent case to which I have referred, in which the distinction was lost sight of by the Court of Queen's Bench, the judgment of that Court was reversed by the Court of Exchequer Chamber. The difference between a plea in justification or excuse on the one hand, and a plea in discharge on the other, appears to be, whether the plea does or does not admit that there was once a right of action in the plaintiff.

A plea by way of confession and avoidance necessarily introduces some new matter to obviate the legal effect of the facts admitted. (Stephen, 199.) The truth of this new matter may be disputed by the other party; in this case it is necessary, if the matter is affirmative, that the party who introduced it should be prepared to prove it, which he undertakes to do by concluding with a verification: this is necessary to be introduced whenever affirmative matter is introduced. A plea by way of confession and avoidance admits the cause of action; it admits that there is *a colourable claim*, but undertakes to shew that it is only colourable. This is called giving colour. Payment gives colour completely, and there is necessarily an admission of the debt; and it is a general rule of pleading, that, where you justify, there should be an admission. (Stephen, 200 & 205.) For instance, trespass, for taking the plaintiff's sheep; plea, that "the sheep belonged to a third person, and he sold them to me, the defendant." That is a bad plea: there is no confession there of having taken *the plaintiff's sheep*. The defendant does, indeed, admit he took certain sheep; but he does not admit having taken the plaintiff's sheep; because, if the plea means any thing, the sheep are not the plaintiff's; and the proper way to raise the defence would be to plead that the sheep were not the plaintiff's. You will find a case involving this principle (*Fletcher* v. *Marillier*, 9 A. & E. 462), though it is rather mixed up with other circumstances, so as not to present the simple point at first sight. If the defendant confess and avoid, the plaintiff is required to reply to the plea. Wherever you confess and avoid, you introduce some new matter, which requires an answer from the other party. If, admitting the facts stated to be true, he contends that the plea constitutes no answer to the action—he demurs, i. e. he denies the matter alleged in the plea; if, on the other hand, he admits the matter alleged in the plea to be true, but avoids the effect of it by alleging some other fact, the pleadings are continued one stage further; and so they go on, until some fact is asserted on the one hand and denied on the other, unless in the meantime one of the parties has demurred.

It is a general rule that every pleading should be single; that it should consist of some one single ground, though this single ground may consist of many facts. For instance, in an action of assault the defendant may plead in justification that he was in possession of a house; that the plaintiff entered the house, and that he, the defendant, requested him to retire, and that he refused to do so, whereupon the defendant laid his hands on the plaintiff and removed him. All those several facts may be introduced in one plea, because they constitute but one defence. Then the plaintiff has, to a plea of that kind, to reply. In certain cases he can reply by denying the whole of the plea, and the most ordinary way in which this is done is by what is termed a replication *de injuriâ suâ propriâ*. (Stephen, 186.) The meaning of this may be explained by the following instance: the plaintiff complains of an assault committed by the defendant; the defendant says, "True, I did use some violence towards you, but you thrust yourself into my house, and I used no more than was necessary to thrust you out;" then the plaintiff replies, that the defendant exercised that violence of his own wrong, and without the excuse he has alleged; *de injuriâ suâ absque tali causâ*. The meaning of that plea is explained in *Barnes* v. *Hunt* (11 E. 451), which was an action of trespass *quare clausum fregit*, laying the trespass on several days; the defendant pleads he entered the ground by leave and license of the plaintiff, and the plaintiff replies that he did it of his own wrong, and without the cause alleged. There were three or four trespasses proved on different days, and one or two licenses, and the question was, whether pleading the license in one was not an answer to the whole action; and it was held that to a declaration of that kind, which alleged many trespasses, unless the licenses were co-extensive with the trespasses, unless every individual license was proved, or if there be any trespass in respect of which there was no license, in respect of *that* the plaintiff might recover. In that case *absque tali causâ* is "one combined thing, arising out of several facts;" and, said Lord Ellenborough, "I will venture to translate that word in this case into what it really means, and that is, *without the matter of excuse alleged*. Now what is the matter of excuse alleged? The defendant, in answer to a declaration complaining of several trespasses committed by him on the 1st of September, and on divers other days and times between that day and the day of exhibiting the bill, says that, at the said *several days and times*, when, &c. he had the license of the plaintiff; not a license to commit one or more trespasses, but a license, as large as the declaration, to commit as many trespasses as the plaintiff has assigned, and is able to prove." This replication has long been in use, particularly in actions of trespass, and trespass on the case, and also in replevin. There is a case in Selby, Entries, 429 (*Walker* v. *Turner*), in which such a plea was used. (See also *Selby* v. *Bardons*, 3 B. & A. 2.) This case was brought into a court of error (9 Bing. 756). There are some modifications to the right of pleading this; these depend on certain resolutions in *Crogate's* case (8 Coke, 67). It was an action of trespass against Robert Marys for driving his cattle away, and the defendant pleaded "that a house and two acres in Bassingham, in the said county, were parcel of the manor of Thoregaton, in the same county, and demised and demisable, by copy and in fee-simple, and according to the custom of the manor of which William, late Bishop of Norwich, was seized in fee in the right of his bishopric, and prescribed to have common pasture for him and his customary tenants of the said house and two acres of land, *in magnâ peciâ pasturæ vocat* Bassingham Common, *pro omnibus averiis, &c. omni tempore anni*, and the said bishop at such courts, and granted the said house and two acres by copy to one William Marys, to him and his heirs," &c. The plaintiff replied *de injuriâ suâ propriâ absque tali causâ*, and on demurrer the replication was held to be bad. Then came the resolutions, and in this case divers points were reserved. There is one where the plea alleges matter in excuse; it is a proper form of replying if the plea alleges matter in discharge. For instance, in an action of slander, if the plaintiff justifies the words, and says they were true, the plaintiff may reply that he did it of his own wrong, without such cause, i. e. without the justification alleged. See *Craft* v. *Boite* (1 William's Saunders, 241), in which the defendant called Craft "a thievish rogue." The defendant admits that he did use the words. Then the replication is, that he did it of his own wrong, without such cause as is by him, the said defendant, alleged; that he asserted and proclaimed of the said plaintiff the said words in the declaration specified, that is to say, "Look, there is a young thievish rogue, he hath stolen two hundred pounds' worth of plate," &c. That is an instance in which the plea is a good one. A man uses words that were slanderous, and imputes felony to another; the defendant justifies by saying he is a felon, and did commit the felony wherewith he charged him, and the plaintiff replies he did it of his own wrong, without the matter of excuse alleged. It is matter of excuse which, if proved, makes the statement such that no right of action existed from the beginning; but where the matter is in discharge of a cause of action that has once arisen, then it is not a good plea. We now come to the resolution in *Crogate's* case. It was a case in which the complaint was against a *commoner*, that he had turned off the cattle of the plaintiff, and it was held that the plea of *absque tali causâ* was no plea in itself. In this case, if the plea could have been allowed, it

would have been necessary to have gone through the title, and to have shewn that the person complaining was entitled to the common; that he had given an order, and that, under that order, the cattle had been driven off; but, "in false imprisonment, if the defendant justifies by a *capias* and a warrant to him, then *de injuriâ suâ propriâ* is no good replication, for then the matter of record will be parcel of the cause (for all makes but one cause), and matter of record ought not to be put in issue to the common people; but in such case he may reply *de injuriâ suâ propriâ*, and traverse the warrant, which is matter of fact."

The plaintiff brings an action against a man for false imprisonment; he says—"True, I did arrest you;" and then he sets out the proceedings in a certain cause under which a *capias* issued; that the *capias* was directed to the sheriff, who granted the warrant under which he arrested him. Now, to that plea you cannot reply *de injuriâ*, because you mix up the question of whether that was a writ or not, with the rest of the matter; the rest of the matter itself would be tried by a jury. But, whether there was a writ of *capias* or not would be put in issue by the plea *nul tiel record*, which is not an issue tried by a jury, but by the Court itself. "But in such a case," says Lord Coke, "you may reply *de injuriâ suâ propriâ absque tali causâ*, and traverse the warrant which is matter of fact." It is, perhaps, not quite clear at first sight what is the meaning of that till you look at the old form. At the present day, if you wanted to traverse the warrant, you would do it simply without any introduction whatever; you would deny that there was any such warrant. But formerly it used to be done in a rather roundabout way, saying that "the defendant did it of his own wrong; without this, that there was a warrant." It was done in the form of a special traverse; doing it of his own wrong may be a sort of inducement, without this that there was a warrant: that is the only material part of the plea. The first resolution therefore is, that if there is matter of record, you cannot put that into the general *de injuriâ* but you must either traverse the record or, admitting the record, traverse the residue of the plea. Secondly, it is resolved "that when the defendant, in his own right, or as servant to another, claims any interest in the land, or any common or rent going out of the land, or any way or passage on the land, there *de injuriâ suâ propriâ* is generally no plea. But if the defendant justifies as servant, there *de injuriâ suâ propriâ*, in some of the said cases, with a traverse of the commandment, that being material, is good; and so will agree all your books." "The general plea *de injuriâ suâ propriâ*, &c." says Lord Coke, "is properly when the defendant's plea doth consist merely upon matter of excuse, and of no matter of interest whatsoever—*et dicitur de injuriâ suâ propriâ*—and because the injury properly in this sense is to the person or to the reputation, as battery or imprisonment to the person, or scandal to the reputation; there, if the defendant excuse himself upon his own assault, or upon hue and cry levied—there, properly, *de injuriâ suâ propriâ* generally is a good plea, for there the defendant's plea consists only upon matter of excuse."

Now we come to the third resolution:—"Resolved, that when, by the defendant's plea, any authority or power is indirectly or immediately derived from the plaintiff, there, although no interest be claimed, the plaintiff ought to answer it, and shall not reply generally *de injuriâ suâ propriâ*." The reason of that is said to be that both parties must be equally cognizant of the fact. I may here mention that the case quoted from 11 East was a bad instance of the replication being pleaded; it was a case in which the defendant pleaded that he committed the trespass by the leave and license of the plaintiff. The replication, to be only as it is stated in the report, is bad. It may possibly have contained a traverse of the leave and license; but if otherwise—if it is merely the plea "*de injuriâ* generally," as it is called by Sir E. Coke—the replication is wrong, because the defendant justifies under the plaintiff. The words of Lord Coke would seem to imply that wherever an authority is given by the law, and the defendant pleads such authority as a justification, the replication *de injuriâ* is bad. But that appears to be overruled; at least, the explanations of the judges are completely at variance with it. See *Selby* v. *Bardons* (3 B. & Adol. 7), and a case in Maule & Selwyn, where it says, "it is certainly stated in the third resolution in Crogate's case, that the replication *de injuriâ* is bad where the plea justifies under an authority in law; but this, if taken in the full extent of the terms used, is quite inconsistent with part of the first resolution, which states, that where the plea justifies under the proceedings of a court not of record, the general replication may be used; or where it justifies under a *capias* and warrant to sheriff, all may be traversed except the *capias*, which cannot, because it is matter of record, and cannot be tried by a jury."

There is also a case referred to in an argument at bar, in which Lord Holt lays it down that *de injuriâ* is a good replication to a plea which justifies under the authority of the law, and Mr. Justice Patteson adheres to the same doctrine in *Barnwell* v. *Nicholson* (12 A. & E. 354). Also, in the last resolution it was resolved, "That in the case at bar, the issue would be full of multiplicity of matter, where an issue ought to be full and single; for parcel of the manor, demisable by copy, grant by copy, prescription of common, and commandments, would be parcel of the issue; and so, by rule of the whole court, judgment was given against the plaintiff." This form of replication has been brought into more general use by the operation of the new rules. It has been decided that, on general principles, the pleading the replication *de injuriâ suâ propriâ absque tali causâ* may be admitted in an action of *assumpsit*, or in an action of debt, but subject to the same rules as in trespass on the case, though it is only allowable where the defendant has pleaded in justification, or excuse, and where he pleads in discharge. (*Isaac* v. ——, 1 M. & W. 65.) This was an action on a bill of exchange against one of the parties liable. The plea was that the signature of the party was fraudulently obtained by the money lender, and there the plea in the first instance admits the fact stated in the declaration—the making of the bill of exchange; but adds new matter to shew that the plaintiff never had any cause of action on it, because the signature was obtained by fraud. That is, therefore, a plea in excuse, not in discharge, and the replication *de injuriâ* may be pleaded to it; but if the plea admits that the plaintiff once had a cause of action, and then shews that it has ceased, *de injuriâ* is bad. For instance, in an action for goods sold and delivered, the defendant pleads a set-off; he does not deny the goods having been sold to him; he admits that, but he says that the plaintiff owes him a sum of money, which is counterbalanced by the debt for the goods. That admits the original cause of action, as stated by the plaintiff, but says, "You cannot recover, because I have an equal claim against you." There is the case of *Purchell* v. *Salter* (1 A. & E. N.S. Q.B. 197), followed by *Salter* v. *Purchell* (the same case in the Exchequer Chamber). There, the Court of Queen's Bench held, that the plea of set-off was a plea in excuse, and not a plea in discharge; on this ground, they said, it admits the debt, it does not discharge it, it only states some collateral matter, shewing a reason why the defendant is excused from paying it. It appears to me to be the established rule, that if there is a right of action once existing, any matter subsequently coming to put that right aside is matter in discharge; that the question is not, does it discharge the debt? but, does it discharge the right of action that once existed? if it does, it is a plea in discharge, and a replication *de injuriâ* is not good. Every plea must consist of a single ground, for if it consists of two grounds of defence, it will be held bad, for duplicity, on demurrer. So the parties must go on until they come to an issue, or unless in the meantime one of them demurs. In the next lecture will we go on to that point at which we will suppose them to demur.

THE CRITIC.

New Books.

Best on Presumptions of Law and Fact

(*Continued from page* 390.)

The next presumption to which we have to direct attention is the rule "*Omnia præsumuntur contra spoliatorem*," of which we give from Mr. Best the two most striking instances:—

"One of the leading cases on the subject is that of *Armory* v. *Delamirie* (1 Strange, 505), where a person in a humble station of life having found a jewel, took it to a goldsmith's shop to inquire its value, who, having got the jewel into his possession under pretence of weighing it, took out the stone, and on the finder refusing to accept a small sum for it, returned to him the empty socket. An action of trover having been brought to recover damages for the detention of the stone, Pratt, C. J. directed the jury that, unless the defendant produced the jewel, and shewed it not to be of the finest water, they should presume the strongest against him, and make the value of the best jewels the measure of their damages. So, in the recent case of *Mortimer* v. *Craddock* (12 Law J. N.S. 166, C. P.), which was an action of trover for a necklace, consisting of several diamonds, which had been unlawfully taken out of the owner's possession; and some of the diamonds were seen shortly afterwards in the possession of the defendant, who could give no satisfactory account how he came by them. On this it was held that the jury might fairly be directed to presume that the whole set of diamonds had come to the defendant's hands, and that the full value of the whole was the proper measure of damages."

The most familiar application of this principle is when there has been any malpractice in judicial proceedings—as by removing or destroying documents, and other testimony, &c. which not only raises a presumption against the party removing, &c. but procures more ready admission to the evidence on the other side; and it casts suspicion on all other evidence of the wrong-doer.

The next class of presumptions is that of those derived from the general character, disposition, and conduct of the parties to judicial proceedings. These are too well known to need repetition.

The proof of handwriting is the subject of the ninth chapter. This is either direct, by the attestation of an eye-witness, or presumptive, by resemblance, &c.

"Abstractedly considered, it is clear that this judgment may be formed by one or more of the following means:—1st, A standard of the general character of the handwriting of any person may be formed in the mind by having on former occasions observed the letters traced by him while in the act of writing, with which standard the handwriting in the disputed document may, by a mental operation, be compared. 2ndly, A person who has never seen the supposed author of a document write, may obtain a like standard by means either of having carried on written correspondence with him, or having had other opportunities of observing writing which there is reasonable ground for presuming to be his. 3rdly, A judgment as to the genuineness of the handwriting to a document may be formed by a comparison instituted between it and other documents known or admitted to be of the handwriting of the party. These three modes of proof, the admissibility and weight of which we propose to consider in their order, have been accurately designated the *præsumptio ex visu scriptionis*; *præsumptio ex scriptis olim visis*; and *præsumptio ex comparatione scriptorum, seu ex scripto nunc viso* (3 Benth. Jud. Ev. 598, 599)."

One of the questions arising in this branch of the treatise—viz. as to the proof of handwriting by the knowledge acquired from specimens—has been carefully examined by Mr. Best; and as it has recently undergone a complete investigation by the Courts, we extract the passage:—

"The next question connected with this subject is also one which has caused considerable difference of opinion, namely, whether it is allowable to prove the handwriting of a party to a *modern* document by the testimony of a witness whose judgment as to the character of the handwriting has been formed from specimens admitted to be genuine, and shewn to him with a view of enabling him to form such opinion. In *Stanger* v. *Searle* (1 Esp. 14), where the question turned on the genuineness of the handwriting on a bill of exchange, purporting to have been accepted by the defendant, a witness was called, who stated that he had seen the defendant write on several occasions before the trial, he having written in the presence of the witness purposely that he might be enabled to distinguish his handwriting from that on the bill. The evidence of this witness was rejected by Lord Kenyon, *as the defendant might, through design, write his name differently from his common mode of writing.* And in the subsequent case of *Allesbrook* v. *Roach* (1 Esp. 351), the same learned judge allowed *the jury* to compare a suspected signature with one admitted to be authentic, but not evidence in the cause, although he refused to allow a *witness* to state his judgment of the handwriting founded on such comparison; and similar evidence was also rejected by Lord Tenterden in *Clermont* v. *Tullidge* (4 C. & P. 1). But the whole subject has since undergone a complete investigation in the case of *Doe dem. Mudd* v. *Suckermore* (5 A. & E. 703; 2 N. & P. 16), which is the leading case on the rules of evidence respecting handwriting. In that case, the question turned on the due execution of a will, and the three attesting witnesses were called. It was supposed that S. one of them, was deceived in swearing to his own attestation, and that, although

he had attested a will for the testator, the document produced was a forgery. On his cross-examination, two signatures, purporting to be his, and to have been subscribed to depositions made by him in certain other proceedings, and also sixteen or eighteen signatures, apparently his, were admitted by him to be in his handwriting. The cause lasted more than one day, and on a day subsequent to that of the examination of S. another witness was called, who had no other knowledge of him or of the character of his handwriting than from an examination during the trial of the admitted signatures. This second witness, it is to be observed, was an inspector of powers of attorney at the Bank, whose whole duty was to compare the signatures to powers of attorney with former signatures made by the parties, and who stated that from the inspection he had made of the signatures of S. in the actual case, he was able to form a judgment as to his handwriting on the supposed will. This evidence was objected to as being proof of handwriting by comparison, and as such rejected by Vaughan, J.; and the judges of the Court of Queen's Bench, after hearing the question fully argued, on a rule for a new trial, differing in opinion, proceeded to give judgment separately.

"Lord Denman, C. J. and Williams, J. thought the evidence receivable, and argued as follows:—Admitting the existence of the rule excluding proof of handwriting by comparison—concerning the abstract propriety of which much doubt might exist—the present case did not fall strictly within it; and a rule so objectionable in principle ought not to be extended by construction or inference. No difference in principle existed between the present case and those of *Sainsbury* v. *Smith* (5 C. & P. 196); *Earl Ferrars* v. *Shirley* (Fitzg. 195), and others, where witnesses were allowed to form their opinion of handwriting from correspondence, or having casually seen the handwriting of the party. The witness here appeared, not in the light of an ordinary person (as in *R.* v. *Cator*, 4 Esp. 117), called on to place the doubtful papers in juxtaposition, and so compare them, but of a scientific individual, called on to give to the jury the benefit of his skill; in which case *Burr* v. *Harper* (Holt, N. P. C. 42), and the numerous cases relative to the proof of ancient documents, shewed that the recency of the period when his knowledge of the handwriting was acquired could make no difference. But even supposing this evidence were to be considered equivalent to a comparison of handwriting, still the reasons for objecting to it as such would not apply in the present case, for the documents having been admitted by the first witness to be of his handwriting, no collateral issue could be raised upon them; which distinguished the case from that of *Stanger* v. *Searle* (1 Esp. 14), and brought it within that of *Allesbrook* v. *Roach* (1 Esp. 351). Patteson and Coleridge, JJ. on the other hand, thought the evidence rightly rejected. It differed from knowledge of handwriting obtained by correspondence, &c. in this essential point, namely, the *undesignedness* of the manner in which, in the latter case, the knowledge is obtained. In such cases the letters from which the opinion of the witness is formed are letters written in the course of business, without reference to their serving as evidence for a collateral purpose in future proceedings. It was [illegible] in argument at the bar to have been the uniform practice for many years to reject such evidence as this, and rightly so, for it was in substance a proof of handwriting by comparison; and with respect to the fact of the first witness having admitted the genuineness of the specimens, it would be highly dangerous to allow parties to the suit to be bound by admissions of that nature. As to *Allesbrook* v. *Roach* (1 Esp. 351), it must be considered as overruled by *Doe dem. Parry* v. *Newton* (5 A. & E. 514; 1 Nev. & Per. 1); and with respect to *Burr* v. *Harper* (Holt, N. P. C. 420), [illegible] of that decision was at least questionable, [illegible] was never brought under review, the verdict [illegible] against the party in whose favour it was made. They considered *Stanger* v. *Searle* (1 Esp. 14), and *Clermont* v. *Tullidge* (4 C. & P. 1), as authorities in point.

"The Court being thus equally divided in opinion, the rule for a new trial was of course discharged; and it may be fairly observed, that, as it has been hitherto the admitted practice to reject this kind of proof, the *onus* of proving its admissibility, consistently with the received principles of evidence, seems to lie on those who seek to introduce it.

"Two cases bearing on this subject have occurred since *Doe dem. Mudd* v. *Suckermore*: [illegible] *Griffits* v. *Ivery* (11 A. & E. 322), and *Hughes* v. *Rogers* (8 M. & W. 123). In the former case, the defendant, to negative the genuineness of the acceptance of a bill of exchange, called witnesses, who deposed that they were acquainted with his handwriting, and did not believe the acceptance to be his. The plaintiff's counsel then proposed, on cross-examination, to lay before them a paper, purporting to be signed by the defendant, and to ask whether they believed the signature to be that of the defendant, for the purpose of testing their knowledge of his handwriting by the agreement or disagreement of their testimony on this point. Lord Denman, C.J. who tried the case, held that the paper could not be shewn to the witnesses, unless it were already made relevant and evidence in the cause, or unless it was proved by independent evidence to have been written by the defendant, and this ruling was confirmed on motion for a new trial by the Court of Queen's Bench, consisting of Littledale, Coleridge, JJ. and Lord Denman, C.J. who added, that the latter part of his ruling could not be sustained, and that if the paper even had been proved by independent evidence to have been written by the defendant, it would not have rendered the question regular. That case was followed by *Hughes* v. *Rogers*, where a witness, called by the plaintiff to prove the signature of an attesting witness to a bond, said it was not in his handwriting; whereupon the counsel for the plaintiff put into his hands another paper, not in evidence in the cause, which the witness also declared was not the handwriting of the attesting witness. The plaintiff's counsel then proposed to call witnesses to prove that this second paper had been actually signed by the attesting witness in their presence. This evidence was rejected by Coleridge, J. as tending to raise a collateral issue; and this ruling was confirmed by the Court of Exchequer, Parke, B. in the course of his judgment, referring to *Griffits* v. *Ivery*, and stating that he had himself, in a recent case, acted in conformity with that decision."

Here we break off, purposing to resume as leisure may permit.

JOURNAL OF PROPERTY.

THE MONEY MARKET.

Friday.—The market for Stocks is very quiet to-day, but at the same time very firm. Consols are 99⅞ to par, the commissioner having paid the highest rates. For Time par to 100⅛ have been the quotations. India Stock has been firm at 288½. Exchequer Bills have realized 74s. to 76s. premium.

The Foreign Market is not active, the settlement occupying chief attention. Spanish Five per Cents. have been 23⅞ to 24; and the Three per Cents. 34⅞ to 35⅛, being rather lower again. Portuguese Converted obtained 43⅞; Mexican Bonds are steady, at 27⅞; Columbian at 14½; and Brazilian New at 87⅞ to 88½; Dutch Two-and-a-Half per Cents have been supported at 6[illegible].

The Share Market is looking better this morning. The business done has not been extensive.

Public Sales.

By Messrs. SHUTTLEWORTH and SONS, at the Mart, Sept. 13.

FREEHOLD ESTATES AND GROUND-RENTS, LAMBETH.

Lot 1. A freehold ground-rent of 53*l.* 7s. 6d. per annum, issuing out of Walcot-cottages, Kennington-road—990*l.*

Lot 2. A freehold dwelling-house, called West-house, in Walcot-place, let at 50*l.* per annum—6[illegible]*l.*

Lot 3. A freehold ground-rent of 8*l.* per annum, issuing out of No. 1, Charles-place, Kennington-road—210*l.*

Lot 4. A similar ground-rent, issuing out of No. 2, Charles-place—210*l.*

Lot 5. A similar ground-rent, issuing out of No. 3—200*l.*

Lot 6. A similar ground-rent, issuing out of No. 4—200*l.*

Lot 7. A similar ground-rent, issuing out of No. 5—200*l.*

Lot 8. A similar ground-rent, issuing out of No. 6—200*l.*

Lot 9. A similar ground-rent, issuing out of No. 7—200*l.*

Lot 10. A piece of freehold ground adjoining lot 9, having a frontage on the Kennington-road—155*l.*

LEASEHOLD ESTATES, TULSE HILL, BRIXTON.

Lot 1. A leasehold residence, called "Paddington-house," Tulse-hill, Brixton—1,000*l.*

Lot 2. A leasehold residence, called "Amara Lodge," let at 90*l.* per annum—1,050*l.*

Lot 3. A similar residence, let at 90*l.* per annum—1,060*l.*

Lot 4. A similar residence, called "[illegible] Lodge," 90*l.* per annum—990*l.*

Lot 5. A similar residence, 90*l.* per annum—970*l.*

Lot 6. A similar residence, called "Eton Lodge," 90*l.* per annum—1,04[illegible]*l.*

Lot 7. A similar residence, 90*l.* per annum—1,020*l.*

Lot 8. A similar residence, called "Guildford Lodge," 103*l.* per annum—[illegible]*l.*

Lot 9. A similar residence, called "Blythe House," let at 80*l.* per annum—1,030*l.*

Lot 10. A similar residence, 104*l.* per annum—1,090*l.*

Lot 11. A similar residence, 104*l.* per annum—1,100*l.*

Lot 12. A similar residence, 104*l.* per annum—1,090*l.*

Lot 14. A field at the back of lots 2, 3, 4, 5, and 6—105*l.*

LEASEHOLD GROUND-RENTS, WINDSOR-TERRACE, CITY-ROAD.

Lot 1. A ground-rent of [illegible] per annum, issuing out of No. [illegible], Windsor-terrace—[illegible]*l.*

Lot 2. A ground-rent of 4*l.* 4s. per annum, issuing out of No. 14, Windsor-terrace—[illegible]*l.*

Lot 3. A ground-rent of [illegible] 10s. 6d. per annum, issuing out of No. 15, ditto—[illegible]*l.*

By Messrs. VENTOM and HUGHES, at the Mart.

Two warehouses, Nos. 37 and 37½, Queen-street, Cheapside, together with a building used as a laboratory, with residence, coach-house, and stabling adjoining, in Maiden-lane: held under two leases, one for 47½ years at 66*l.* per annum, and the other for 27½ years at 70*l.* per annum; let at rents amounting to 225*l.* per annum—810*l.*

A legacy or sum of 201*l.* 8s. 10d. Three-and-a-Half per Cent. Reduced, payable on the decease of a lady aged 85 years—44*l.*

The factory and premises, No. 12, Wenlock Basin, Wharf-road, City-road; held for 21 years from September, 1843, at 60*l.* per annum—5*l.*

By Mr. MOORE.

Four houses, Nos. 8, 9, 10, and 13, Camm's-buildings, Catherine-street, near Stepney Church, let at 59*l.* 6s. per annum; held for 22½ years, from March 1824, at 19*l.* per annum, with a covenant for renewal for 21 years—245*l.*

The absolute reversion to one-sixth part of leasehold estates, of the presumed value of 1,600*l.* on the death of a lady, now in her 70th year. The property consists of a house, No. 57, York-street, City-road, with stables in the rear, held for 33 years; also a house, No. 2, Portland-place, Islington, held for 74 years; and nine houses, Nos. 10 to 18, Barnsbury-row, Islington, held for 73 years, producing a net rental of 136*l.* 8s. per annum—125*l.*

A house and premises, No. 6, Grosvenor-street, Commercial-road East, with coach-house and stabling; held for 52 years, at a ground-rent of 6*l.* per annum—350*l.*

Five houses, Nos. 1 to 5, Lucas-street, Bethnal-green-road; also, a piece of ground in the rear; held for 24 years, at 2*l.* 14s. 2d. per annum—310*l.*

A house, No. 14, North-street, Jubilee-place, Mile-end; held for 55 years, at 3*l.* 10s. per annum—125*l.*

One fourth part of, and in, three residences, Nos. 10 to 12, Bedford-place, Stepney; and of six houses, Nos. 1 to 6, Storer-street, Commercial-road; held for 73 years from June 1820, at a ground-rent of 39*l.* 11s. producing a net income of 256*l.* 9s.—560*l.*

The absolute reversion expectant on the death of a lady aged 45 years, of one-fourth part of four freehold houses, being Nos. 1 to 3, Samuel-lane, Limehouse, let at 77*l.* 4s. per annum—60*l.*

The absolute reversion to one-third part leasehold estates, consisting of two houses in Charles-street, Stepney, Nos. 50 and 51, held for 43½ years; also Nos. 30 and 31, Paterson-street, held for 46½ years; also Nos. 1, 2, and 3, Charles-street, and No. 1, Arbour-street, held for 55½ years; also four houses, Nos. 22 to 25, Jubilee-place, Commercial-road, part held for 26 years, and the others held for 57 years, expectant on the death of a lady aged 61 years, producing a net income of 198*l.* 7s. per annum—250*l.*

The like absolute reversion to another third part of the above property—250*l.*

By Mr. GODWIN, at the Mart.

A house, No. 2, Elm-terrace, Fulham-road, held for 61 years, at 6*l.* per annum—325*l.*

A house, No. 42, Robert-street, King's-road, held for 54½ years, at 6*l.* per annum—175*l.*

A house, No. 17, Upper Robert-street, Fulham-road, held for 80 years, at 5*l.* per annum—470*l.*

A ditto, No. 19, ditto—435*l.*

A substantially-built carcase of a ten-roomed house, situate at the corner of the eastern sweep of the New-crescent, Brompton, held for 80 years, at a ground-rent of 15*l.* per annum—275*l.*

By Mr. T. TIMS.

The reversionary interest of an insolvent in one-third part or share, expectant on the demise or earlier determination of the life-interest of a lady in the [illegible] year of her age, of the proceeds of the sale then to be made of the freehold estate in West Smithfield, comprising two houses, Nos. 26 and 27, King-street, and five houses in the rear, forming the whole of Crown and Cushion-court, let on lease for 11 years, at 150*l.* per annum; also the one-third part of the proceeds of the sale of ten shares in the capital and stock of the Hope Insurance Office—460*l.*

By Messrs. ROBERTS and ROBY, at the Mart.

A freehold residence and corner shop, No. 1, Churchfield-place, near Hawley-square, Margate; let at 18*l.* 18s.—235*l.*

Two houses, Nos. 19 and 20, Carter-street, Walworth; let at 57*l.* 12s.; held for 30½ years, at a ground-rent of 12*l.* per annum—620*l.*

A residence, No. 6, Gloucester-place, Camberwell New-road, let at 40*l.* per annum; held for 43½ years, at a ground-rent of 7*l.* per annum—365*l.*

A residence, No. 2, Southgate Cottages, Southgate-road, Kingsland-road; let at 36*l.* 15s. per annum; held for 71½ years, at a ground-rent of 4*l.* 10s. per annum—285*l.*

A cottage residence and garden, situate in Westmorland-place, Camberwell; held for 80 years, from September 1841, at a ground-rent of 12*l.* per annum—280*l.*

A house, No. 1, [illegible]mark-street, Camberwell, let at 26*l.*; held for 75 years from June 1844, at a ground-rent of 4*l.* per annum—1[illegible]

A ditto, No. 2, ditto—195*l.*

A ditto, No. 3, ditto—200*l.*

A ditto, No. 4—190*l.*

A house, No. 36, Great Percy-street, Bagnigge-wells-road, and an extensive range of buildings in the rear, altogether of the value of 253*l.* per annum; held for 74½ years, at a rent of 60*l.* per annum—[illegible]*l.*

A house and spacious warehouse, situate No. 38, Bagnigge-wells-road; held for the same term as the preceding lot, at 45*l.* per annum—260*l.*

By Mr. ROBERTS.

A freehold residence, called the Heath, delightfully placed on an eminence in its park-like grounds of nearly 30 acres, situate at Hemel Hempstead, in Hertfordshire—5,000*l.*

Three freehold cottages and gardens near the above, called the Ivy Cottages, let at 12*l.* per annum—300*l.*

An inclosure of copyhold meadow land, called Well Croft, at Hemel Hempstead, containing 3a. 0r. 33p.—480*l.*

A freehold and copyhold estate near the above, consisting of a residence, called Cotterells, and two inclosures of meadow and arable land, and containing altogether 13a. 2r. 23p.—1,[illegible]*l.*

The Heath Farm, at Hemel Hempstead, containing [illegible]a. 3r. 30p. of meadow and arable land; the residence is pleasantly situate, facing Boxmoor; the property is copyhold, but nearly equal to freehold—2,550*l.*

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 53.] SATURDAY, APRIL 6, 1844.

SUBSCRIPTION.
For One Year paid in advance £2 0 0
For Half Year paid in advance 1 1 0
Single Numbers, or on credit . 0 1 0

Money Wanted.

MONEY WANTED.—18,000*l* at 3½ per Cent. for a Term certain, on Freehold and Copyhold Estates of ample value.
Apply to Mr. BLAGG, Solicitor, St Alban's, Herts.

TO SOLICITORS and OTHERS—Wanted, 500*l* for two years certain; interest at five per centum, with a douceur of 25*l* to the procurer or lender. Principal and interest to be secured by an assignment of two registered vessels of the estimated value of 1,000*l*. and a policy of assurance for 500*l*. upon the life of the party requiring the loan. References to a banking company, and two respectable mercantile firms, will be given.
Address pre-paid, Mr F 1, Myddleton-square, Pentonville.

Money to Lend.

MORTGAGE.—4,400*l*. Trust-money to be lent in one or two sums on Freehold English Landed Security, at Three-and-a-Half per cent.
Apply to Mr W LEE, 40, Lincoln's Inn Fields.

MONEY.—30,000*l* 20,000*l* and 10,000*l*. Trust money, at 3½ per cent and any sum from 500*l* to 10,000*l* at 4 per cent. ready to be advanced on eligible Landed Security; also several smaller Sums, on Land or Buildings, at 5*l* per cent.
Apply to Mr APLIN, High-street, Banbury.

Situations Wanted.

A GENTLEMAN who has been articled, and is not admitted, is desirous of obtaining a situation as CLERK in a Solicitor's Office to assist in the Conveyancing Department.
Apply by letter, prepaid, to R. L. R., No. 9, Walton-place, Alexander-place, Sloane street.

WANTED by a Married Man aged 40, a situation in a Solicitor's Office either as Copying and Engrossing, or General Clerk. Has a good practical knowledge of Conveyancing, Common Law and business generally. Can write well and expeditiously. References unexceptionable.
Address Y Z 12, Edward-street, White Conduit Fields.

LAW.—A Gentleman, who has served his articles, and been for the last eight months and upwards in a Conveyancer's chambers, wishes to obtain a situation in an office in town, under the direction of the principal or manager, as CONVEYANCING CLERK, and, if necessary, to assist in the common law or Chancery department. Satisfactory references can be given.
Apply to G F C Mr Harwar's, Law Stationer, Furnival's-inn, Holborn.

LAW.—A Gentleman who has been admitted an Attorney, and is in every respect qualified to take the conduct of a business in the absence of the Principal, is desirous of an Engagement as Confidential Clerk in a respectable Office, with the ultimate view of taking a share in the Business.
Address C A M. LAW TIMES Office, 29, Essex street Strand.

Situation Vacant.

LAW.—An Attorney is in immediate want of a CLERK (a single man and not articled) in an office of small practice in the Country, who has had considerable experience in general business, and is an industrious habits. Reference will be required as to capability.
Apply, by letter, stating age, with the salary expected, to X. LAW TIMES Office, 29, Essex-street, London.

Partnership Wanted.

LAW PARTNERSHIP WANTED.—A GENTLEMAN who will advance from 1,000*l*. to 1,500*l*. wishes to purchase a SHARE in an old and well-established Business in Town or Country. Unexceptionable references will be given and required.
Address, prepaid, to A. Y. Z. Mr. HALL'S, Law Stationer, 5, Hungerford-street, Strand, London.

TO the Next of Kin of THOMAS ASTON, late of Coventry, Carpenter and Joiner, deceased.—All Persons claiming to be Next of Kin of THOMAS ASTON, late of Coventry, Carpenter and Joiner, who died in the present year, are requested to forward their claims to Mr J. G. HEPBURN, 12, Copthall-court, London, on or before the 1st Day of May next, in order that a fund, settled for their benefit by the will of Matthew Aston, deceased, may be divided among the parties legally entitled thereto.
JOS. G. HEPBURN,
12, Copthall-Court, London,
Solicitor for the Executors.

LAW.—TO COUNTRY ATTORNEYS.—A respectable Town Solicitor desirous of increasing his connection and practice, wishes to undertake the management of a few Agencies on reasonable terms.
Applications for references &c to be made by Letter (post paid) to A B at Mr Wildy's, Law Bookseller Lincoln's inn gateway, Carey-street Chancery lane, London.

Legal Notices.

LANCASHIRE EASTER SESSIONS.—NOTICE is hereby given that the GENERAL QUARTER SESSION of the Peace for the County Palatine of Lancaster will be held at the Castle of Lancaster, on Monday the 8th day of April next at Ten o'Clock in the Forenoon and by adjournment at the following places and times viz.—

At the Court House in Preston on Wednesday, the 10th day of April next at Ten o'Clock in the Forenoon.

At the New Bailey Court House in Salford near Manchester on Monday the 15th day of April next, at Ten o'Clock in the Forenoon.

And at the Court House in Kirkdale near Liverpool, on Wednesday the 24th day of April next at Ten o'Clock in the Forenoon.

And that all Business relating to the Assessment Application or Management of the County Stock or Rate will commence at such Sessions respectively at Eleven o'Clock in the Forenoon of the first Day thereof.

All Business arising within the Hundred of Lonsdale is transacted at Lancaster within the Hundreds of Amounderness Blackburn and Leyland at Preston within the Hundred of Salford at Salford and within the Hundred of West Derby at Kirkdale.

All Appeals are entered with the Clerk of the Peace and Motions made to the Court respecting them on the first Morning of the Sessions at each of the above named places. And the trial of such Appeals takes place at Lancaster on the first Day at Preston and Kirkdale not earlier than Friday, the third Day, and at Salford, on Friday, the fifth Day.

GORSTS & BIRCHALL,
Deputy Clerks of the Peace.
Clerk of the Peace's Office, Preston.
2 th March 1844.

LIBERTY of RIPON.—NOTICE is hereby given that the GENERAL QUARTER SESSIONS of the Peace for the Liberty of Ripon in the County of York, will be held on Saturday the 13th day of April next, at the Common Hall in Ripon as usual when and where all Jurors Suitors Persons bound by Recognizances and others having business at the said Sessions are requested to attend by ten o'clock of the morning of the same day.

And NOTICE is hereby also given that all Appeals must be entered and all Orders and Convictions against which Appeals are made, must be filed with the Clerk of the Peace before Ten o clock in the morning and no Appeal can after wards be entered by the Clerk of the Peace unless by special Order of the Court to be made for that purpose.

SAMUEL WISE
Clerk of the Peace for the said Liberty.
Ripon, 25th March, 1844.

NOTICE is hereby given, that the PARTNERSHIP lately subsisting between us, the under signed as Attorneys at Law at Upton upon Severn in the county of Worcester is dissolved by mutual consent and that each of us intends henceforth to practise separately. Dated the 28th day of March, 1844.

JOHN CLARKE
JOHN SKEE

TO THE LEGAL PROFESSION AND ALL WHO WISH TO SECURE THEIR WRITINGS AGAINST FRAUD.

STEPHENS'S RECORD WRITING FLUID.—This Writing Fluid has been examined at the Royal Institution of Great Britain, by one of the first Chemists of this country, there is no article which combines so effectually the power of resisting chemical agents washing damp friction and time. It has more of the character of Printing Ink, made fluid, than of common Writing Ink, its basis being carbon, it is indestructible, except by fire. It dries with a gloss and follows every movement of the pen with the greatest facility. As it flows more freely than common Ink it requires for fine writing a finely pointed pen. For Records it realizes what has long been hoped for—namely, a durability equal to printing. Broad-nibbed pens for full large writing will not be required to the same extent for this article. It has no action whatever upon steel pens. Carbon not being a soluble matter, has a tendency slowly to subside, the necessity of occasionally shaking the Inkholder is, therefore apparent. The Inkholders contrived by me are best adapted for the use of this article.

N.B. This Ink writes more agreeably after it has been a day or two in use.

Hard, well-sized paper should be chosen, as soft, flowy, absorbent papers cause it to work with too thick a stroke. It is admirably adapted to rapid writing.

Sold in Bottles at 3d 6d 1s, and 3s each, by Booksellers and Stationers, and by the Inventor, HENRY STEPHENS 54, Stamford-street, Blackfriars-road, London.

MANCHESTER LAW ASSOCIATION.—At a numerous Meeting of the Committee of the Manchester Law Association, held at their rooms, 23, Princess-street, on the 28th of March 1844 the Honorary Secretary having read a letter from Thomas Hodgson, Esq. Secretary to the Yorkshire Law Society, and inclosing a copy of Resolutions passed at a General Meeting of that Society held on the 15th of March last, to the effect, viz.

"That in order to resist the various attempts constantly being made to centralize the business of the Legal Profession in the metropolis continual exertion and watchfulness on the part of the country Solicitors is required and some permanent union between the different Law Societies in the country is very desirable. That the Secretary communicate with the Manchester Law Association, and the other Societies urging the importance of a union of this description, with a view to mutual co-operation on all matters of general importance to the Profession.

"That Manchester, on account of the facility of communication between that town and the different parts of the kingdom, and the activity and efficiency of its present Law Association, be recommended as the place of union, and that it be also recommended that representatives from the various Law Societies meet there annually."

Resolved unanimously.

That this Committee entirely concur in the above resolutions, and pledge themselves to render every assistance in their power in endeavouring to effect a permanent union between the different provincial Law Societies.

That should Manchester be selected as the place for the Annual Meetings of the Representatives of the various Law Societies this Committee will use every exertion to render such meetings effective for the important objects sought to be accomplished.

That the Honorary Secretary be requested to write to Mr. Hodgson, with a copy of the above Resolutions.

That the above Resolutions be advertised in the LAW TIMES.

THOMAS TAYLOR Hon Sec.
28 Princess street, Manchester, March 30 1844.

For Sale.

KINTERBURY.—For SALE by PRIVATE CONTRACT, the Mansion House, Stable, Gardens and Lawns with from Two to Ten Acres of Land. The Villa with the Coach-house, Stable, Garden, and about Five Acres of Land.
For further particulars, apply to THOMAS ELLIOTT, Esq. the Proprietor at Kinterbury or to Mr ELWORTHY, Solicitor, Plymouth.
Dated March 22nd, 1844.

MIDDLESEX.

TO be SOLD by PRIVATE CONTRACT, a DETACHED FREEHOLD RESIDENCE, with complete offices, pleasure grounds, walled garden, greenhouse and meadow containing about three acres and a quarter seven miles westward from London, and within two miles of a station on the Great Western Railway.
For particulars and cards to view, apply to Mr J H. HILLYER Wine-merchant or to Mr Alfred NICHOLAS, Solicitor, Brentford.

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Sir PETER LAURIE, Alderman, Chairman of the London Board.
Extract from Table of Increasing Premiums to insure 100*l*. for Life.

Age.	First Year.			Second Year.			Third Year.			Fourth Year.			Fifth Year.			Remainder of Life.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
20	0	18	2	0	19	2	1	0	3	1	1	5	1	2	8	1	18	2
30	1	3	9	1	5	2	1	6	8	1	8	4	1	10	0	2	10	5
40	1	11	10	1	13	9	1	15	10	1	18	1	2	0	6	3	8	3
50	2	4	9	2	7	11	2	11	2	2	14	10	2	18	8	4	17	7

Tables of Premiums, at all ages, with the names of the President, Vice-Presidents, Directors, and Managers, who are all responsible Partners, may be obtained of Messrs. B. and M. BOYD, 4, New Bank-buildings; or of the Actuary, 10, Pall Mall East.
JOHN KING, Actuary.

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The Profits to Policies of twenty years' standing, on the 31st January, 1841, are shewn in the following Examples:—

Age at Entry.	Sum insured.	Annual Premium.			Bonus added.	Cash paid on surrender of Bonus.			Or Premium reduced to		
	£	£	s.	d.	£	£	s.	d.	£	s.	d.
15	1000	19	5	10	350	128	18	11	12	9	1
20	1000	21	15	10	350	135	8	9	13	5	11
30	1000	26	14	2	350	166	16	10	14	8	8
40	1000	33	10	2	350	201	[illegible]	8	15	15	1
50	1000	45	6	9	350	240	1	8	15	18	9
60	1000	63	13	4	350	281	1	2	8	15	9

The Next Appropriation of Profits will be made in the year 1846, and persons then insured will participate therein, according to the number of Annual Premiums paid since the last appropriation.

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Prospectuses may be had at the Company's Offices in London, or on application to the Agents in the principal towns throughout the kingdom.

By order of the Directors,
SAMUEL [illegible], Actuary.

Insurance Companies.

UNITED KINGDOM LIFE ASSURANCE COMPANY, 8, WATERLOO-PLACE, PALL-MALL, LONDON.
Established by Act of Parliament in 1834.
DIVISION OF PROFITS AMONG THE ASSURED.

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This Company, established by Act of Parliament, affords the most perfect security in a large paid-up Capital, and in the great success which has attended it since its commencement in 1834,

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The Bonus added to policies from March, 1834, to the 31st Dec., 1840, is as follows:—

Sum Assured.	Time Assured.	Sum added to Policy.
£5,000	6 Yrs. 10 Months.	£683 6s. 8d.
5,000	6 Years	600 0 0
5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, **and only one-half need be paid for the first Five Years,** where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

CHURCH of ENGLAND LIFE and FIRE ASSURANCE, TRUST and ANNUITY INSTITUTION, empowered by special Act of Parliament, and under distinguished patronage, Clerical and Lay, 6, King William-Street, City.

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FIRE.—The Premiums for Assurance against Fire are charged at the usual moderate rates, with a reduction of ten per cent. on the RESIDENCES AND FURNITURE OF CLERGYMEN.

TABLE OF LIFE RATES

Age.	Mutual Scale.			Without Profits. Equal Rates.			Ascending Scale. First Seven Years.			Sec. Seven Years.			Remain. of Life.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
20	1	17	4	1	13	11	1	8	0	1	13	0	2	4	0
30	2	6	10	2	2	7	1	8	0	2	2	0	2	16	0
40	3	3	6	2	17	8	1	10	0	2	18	6	3	18	0
50	4	13	4	4	4	11	3	0	2	4	10	3	6	0	4

The necessary Forms and information may be obtained by application to the Secretary.
WILLIAM EMMENS, Secretary.

*** All applications for Agencies in those places where the Company have not yet appointed Agents, to be addressed to the Secretary.

THE MARINERS' AND GENERAL LIFE ASSURANCE COMPANY, ESTABLISHED EXPRESSLY FOR INSURANCES ON THE LIVES OF MARINERS (Whether Members of the Royal or Mercantile Navy,) MILITARY MEN and GENERAL ASSURERS.

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The Premiums for GENERAL ASSURANCES are based upon a new and adjusted Table of Mortality.

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THE GAZETTES.

ASSIGNMENTS
To Trustees for the Benefit of Creditors.

Gazette, March 29.

Cooke, G. S. wine merchant, East Harling, Norfolk, Jan. 31. Trusts. W. W. Wicks, brewer, Thetford, and W. Lawson, wine merchant, St. Mary-at-Hill. Sols. Dimmock and Co. Sise-lane.—*Locket*, J. Selwood-terrace, Middlesex, and *Whiting*, A. gents. York-road, Surrey, March 18. Trusts. W. Thompson, ship chandler, Minories, R. Linklater, provision merchant, Wapping, G. Wilson, grocer, Tothill-st. and G. Houghton, insurance broker, Threadneedle-st. Sols. Dods and Linklaters, Leadenhall-st.—*Middleton*, B. sack manufacturer, Abingdon, Jan. 31. Trusts. J. Fisher, sack manufacturer, Abingdon, G. C. Latham, grocer, Abingdon, and J. Fletcher, grocer, Abingdon. Sols. Frankum and Co. Abingdon.—*Wilstrop*, J. brewer, Stokesley, Yorkshire, March 22. Trusts. J. Peirson, gent. Kirby-bridge, J. Phillips, gent. Tanton, and W. Burker, draper, Stokesley. Sol. Sowerby, Stokesley.—*Strachan*, A. J. goldsmith, Long-acre, March 8. Trusts. G. R. Gainsford, draper, High-st. Southwark, W. Spiking, baker, Dover-st. Piccadilly, J. Williams, goldsmith, Frith-st. Soho, and B. Stephens, goldsmith, Serle's-place, Carey-st. Sol. Teague, Crown-court.

Gazette, April 2.

Butt, R. G. draper, Ollerton, Notts, March 18. Trust. W. Kippax, grocer, Ollerton. Sol. Broomhead, Sheffield.—*Greenhough*, W. cheesemonger, Coleman-st. March 19. Trust. J. Rice, wholesale cheesemonger, Leadenhall-st. Sol. Wright, London-st.—*Heseldine*, B. R. grocer, Leeds, March 19. Trusts. J. Teesdale, commercial traveller, W. Greenwood, grocer, and G. Davison, commercial traveller, Leeds. Sol. Strother, Leeds.—*Hoadly*, W. coach and carriage manufacturer, Leamington Priors, March 28. Trusts. T. Collier, gent. Leamington Priors, and S. W. Smith, iron founder, Leamington Priors. Sols. Messrs. Russell, Leamington Priors.—*Kilham*, W. miller and manufacturer of sacking, Epworth, Lincolnshire, Feb. 15. Trusts. R. Langton, joiner, Epworth, and W. A. Palin, draper, Gainsborough. Sol. Dawson, Epworth.—*Whaley*, J. iron founder and whitesmith, Lancaster, March 28. Trusts. J. Walmsley and T. Wise, Lancaster, gents. Sol. Webster, Lancaster.—*White*, C. common carrier, Midhurst, Sussex, March 29. Trusts. W. Ayling, draper, and W. T. Brewer, grocer, Midhurst. Sol. Johnson, Midhurst.

CREDITORS TO MEET ASSIGNEES.

Gazette, March 26.

Bird, J. M. chemist, Liverpool, April 19, at one, Liverpool, spec. aff.—*Oliver* and *York*, bankers, Stony Stratford, April 18, at eleven, Stony Stratford, spec. aff.—*West*, F. T. coal merchant, Commercial-wharf, Lambeth, April 17, at twelve, Basinghall-st. spec. aff.

Gazette, March 29.

Bunker, J. E. merchant, Lower Shadwell, April 20, at eleven, Basinghall-st. spec. aff.—*Harris*, W. brick maker, Tutbury, April 23, at twelve, Burton-upon-Trent, spec. aff.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, March 29.

BALLS, JAMES, livery-stable keeper and job master, Holloway-rd. Islington, April 12, at eleven, May 10, at twelve, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Paterson, Old Broad-st. sol. Date of fiat, March 27. E. Harding, widow, Queen's-rd. Dalston, pet. cr.

BECKITT, WILLIAM, money scrivener, Doncaster, April 16 and May 7, at eleven, Leeds, Com. Bere; Hope, off. ass.; Taylor, John-st. Bedford-row, Badger, Rotherham, and Blackburn, Leeds, sols. Date of fiat, March 22. T. Hepworth, gent. Doncaster (executor of T. Hepworth, deceased), pet. cr.

CAVE, GEORGE and RICHARD, drapers, Banbury, April 15, at twelve, May 10, at one, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Reed and Shaw, Friday-st. sols. Date of fiat, March 14. J. and A. J. Crocker, warehousemen, Friday-st. pet. cr.

DEANE, CHARLES, coach builder, Southampton, April 10 and May 8, at two, Basinghall-st. Com. Evans; Lackington, off. ass.; Walker and Co. Southampton-st. and Deacon and Long, Southampton, sols. Date of fiat, March 23. A. Abraham, Silversmith, Southampton, pet. cr.

PEATEN, JOHN, ironmonger, Paddington-st. Marylebone, April 13, at half-past one, May 7, at twelve, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Smith, Barnard's-inn, sol. Date of fiat, March 22. J. Wynn and S. and H. S. Earp, ironmongers, Wolverhampton, pet. crs.

SMITH, THOMAS, and OSBORNE, JAMES, builders, Redcross-st. Southwark, April 9 and May 21, at eleven, Basinghall-st. Com. Merivale; Follett, off. ass.; Dods and Co. Leadenhall-st. and St. Martin's-lane, sols. Date of fiat, March 19. J. Barclay, B. Hill, and R. Ewart, slate merchants, Jeffery's-sq. pet. crs.

WRIGHT, HERBERT HANCOX, cattle dealer, Hatton Grange, Shiffnall, April 13 and May 11, at eleven, Birmingham. Com. Daniell; Whitmore, off. ass. Barnett, Walsall, sol. Date of fiat, March 25. S. Bayley, cattle dealer, Wednesbury, Staffordshire, pet. cr.

Gazette, April 2.

BALL, SAMUEL, chemist and druggist, [illegible]-road, Liverpool, April 17, at half-past eleven, May [illegible], at [illegible] twelve, Liverpool, Com. Ludlow; Bird, off. ass.; [illegible] and Co. Temple, and Hore, Liverpool, sols. Date of fiat, March 27. A. Postlewaite, widow, [illegible], near Liverpool, pet. cr.

BALL, WILLIAM, cabinet maker, 16, Goodge-st. Tottenham-court-road, April [illegible], at two, May 18, at twelve, Basinghall-st. Com. Williams; Turquand, off. ass.; Vincing and Co. Tokenhouse-yard, sols. Date of fiat, March [illegible]. J. Estaile, machine sawyer, City-rd. pet. cr.

BRADSHAW, JAMES, woollen draper, 2, Marylebone-st. April 16 and May 10, at two, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Moseley, Bedford-st. Covent-garden, sol. Date of fiat, March 29. C. Jay, gent. Serjeants'-inn, [illegible]

Brown, William, victualler, Wapping, April 23, at half-past one, May 16, at one, Basinghall-st. Com. Williams; Turquand, off. ass.; Shoubridge and Co. Bedford-row, sols. Date of fiat, March 22. [illegible] Harman and M. Pearson, distillers, Redcross-st. pet. crs.

Christophers, Joseph Steer, merchant, East India-chambers, Leadenhall-st. City, April 18 and May 14, at twelve, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Gray, Great Tower-st. sol. Date of fiat, March 13. T. Q. Fumes and J. P. Fisher, grocers, Great Tower-st. pet. crs.

Game, James, corn dealer and maltster, Long Melford, Suffolk. April 12 and May 17, at eleven, Basinghall-st. Com. Fane; Whitmore, off. ass.; Amory and Co. Throgmorton-st. and Sewell, Halstead, sols. Date of fiat, March 27. J. Smith, farmer, Boxted, Suffolk, pet. cr.

Garnett, James Francis, hatter, Wellington-st. and 163. Tooley-st. Southwark, April 25, at one, May 16, at half-past eleven, Basinghall-st. Com. Williams; Graham, off. ass.; Shearman and Co. Great Tower-st. sols. Date of fiat, March 29. C. B. Horner and J. Reid, silk plush manufacturers, Spital-sq. pet. crs.

Gibson, Edward, builder, Kendal, Westmoreland, and of Dolwyddelan, Carnarvonshire, slate merchant, April 17 and May 14, at twelve, Liverpool, Com. Ludlow; Turner, off. ass.; Allen and Co. Queen-st. Cheapside, and Wilson and Scott, Kendal, sols. Date of fiat, March 16. J. Mann, Borough treasurer, Kendal, Westmoreland, pet cr.

Hawkins, George, mason, Bristol, April 15 and May 15 at eleven, Bristol, Com. Stevenson; Acraman, off. ass.; Daniels and Barker, Bristol, sols. Date of fiat, March 29. J. Higgs, builder, Bristol, pet. cr.

Johnson, John Cottingham, merchant, 3, Laurence Pountney-hill, Cannon-st. City, April 19 and May 10, at eleven, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Fyson and Curling, Frederick's-place, Old Jewry, sols. Date of fiat, March 21. J. T. Noaks and W. Noakes, hop merchants, Three Crown-square, Borough, pet. crs.

M'Donnell, George, wine and spirit broker, Mincing-lane, City, April 18, at twelve, May 14, at eleven, Basinghall-st. Com. Merivale; Follett, off. ass; Dods and Linklaters, Leadenhall-st. and St. Martin's-lane, sols. Date of fiat, March 28. W. Kislingbury, wine and spirit merchant, High Holborn, pet. cr.

Muller, Frederick John Henry, furrier, 6 and 7, Addle-st. Wood-st City, April 13, at half-past twelve, May 10, at twelve, Basinghall-st. Com. Holroyd; Groom, off. ass.; Teague, Crown-ct. Cheapside, sol. Date of fiat, March 29. J. D. Davies, furrier, 14, St. Mary-Axe, pet. cr.

Robinson, Thomas, wine merchant, Leicester, April 16 and May 14, at one, Birmingham, Com. Balguy; Christie, off. ass.; Barker and Co. Mark-lane, and Spurrier and Chaplin, Birmingham, sols. Date of fiat, March 23. J. Arbouin, wine merchant, 50, Mark-lane, pet. cr.

Winstanley, Thomas, commission agent and warehouseman, Laurence-lane, City, April 10, at one, May 15, at twelve, Basinghall-st. Com. Evans; Johnson, off. ass.; Hall, Moorgate-st. sol. Date of fiat, March 29. D. Rhodes, woollen manufacturer, Dewsbury, Yorkshire, pet. cr.

MEETINGS AT BASINGHALL-STREET.

Gazette, March 29.

Bridge, G. C. grocer, Maldon, April 30, at eleven, aud.—*Keighley* and *Co.* merchants, London, April 19, at eleven, aud.—*Martin*, S. grocer, Shoreditch, April 19, at half-past eleven, div.—*Oliver*, J. and *York*, J. bankers, Stony Stratford, April 19, at half-past one, sep. div. of York.—*Rowley*, T. E. draper, 261, Oxford-st. April 19, at eleven, div.—*Sherwood*, J. stationer, Wood-st. April 30, at eleven, aud.—*Vann*, W. upholsterer, Old-st. April 11, at twelve (by order of the Court of Review), last ex.—*Whitehead*, G. printer, 76, Fleet-st. City, and scrivener, 2, Boyle-st. Burlington-gardens, Middlesex, April 30, at half-past eleven, div.—*Wood*, H. bookseller and publisher, 186, Fleet-st. City, April 19, at twelve, div.

Gazette, April 2.

Armfield, W. draper, Northampton, April 25, at half-past eleven, aud.—*Baseley*, D. cheesemonger, 61 and 62, High-st. Southwark, and 38, Surrey-place, Old Kent-road, April 24, at half-past eleven, div.—*Bisschopp*, J. market gardener, Westburton, April 23, at twelve, fin. div.—*Burgon*, J. T. wholesale hardwareman and dealer in flints, 35, Bucklersbury, April 24, at eleven, fin. div.—*Carter*, A. ship and insurance broker and agent, 70, Lower Thames-st. April 23, at twelve, div.—*Chamberlain*, W. draper, Peckham, April 23, at twelve, div.—*Crespin*, J. C. shipping agent and merchant, 31, Eastcheap, April 24, at half-past eleven, fin. div.—*Field*, G. packer, Bond-court, Walbrook, April 24, at half-past two, aud.—*Giles*, T. H. omnibus proprietor, Bow, April 25, at eleven, aud.—*Griffiths*, R. coal merchant, Nine-elms, and 12, Belmont-place, Vauxhall, April 23, at half-past one, div.—*Harris*, A. hotel keeper and coach proprietor, Chichester, April 23, at one, div.—*Lawes*, G. tailor and draper, High-st. Southampton, in partnership with F. Thompson, April 24, at twelve, joint div.—*Martin*, S. grocer, Shoreditch, April 16, at eleven, proof of two debts.—*Metcalf*, J. and T. upholsterers and cabinet makers, Cambridge, April 25, at half-past one, aud. and div.—*Paterson*, W. common brewer, Chelsea, April 23, at eleven, fin. div.—*Phillips*, S. carpet warehouseman, Brook-st. Hanover-sq. April 24, at eleven, fin. div.—*Philpott*, J. coach proprietor, Billericay, April 24, at twelve, fin. div.—*Sharpe*, R. draper, Chelmsford, April 23, at one, div.—*Smith*, H. W. woollen draper, Tothill-st. April 24, at twelve, aud.—*Smith*, J. linen draper, 143, Hoxton Old Town, April 23, at eleven, fin. div.—*Smith*, N. T. jun. shipowner, Lime-st. April 23, at eleven, aud.—*Sparhawk*, J. miller and maltster, Froston, Suffolk, April 23, at twelve, fin. div.—*Tipple*, J. H. bombasine manufacturer, Wymondham, April 24, at two, div.—*Wesley*, S. baker, Long Buckley, April 23, at eleven, div.—*West*, F. T. coal merchant, Commercial-wharf, Lambeth, April 23, at eleven, div.—*Winchell*, J. B. merchant, late of Old Swan, London, April 23, at two, div.

FOR ALLOWANCE OF CERTIFICATES.

Gazette, March 29.

Bohn, J. bookseller, King William-st. April 23, at eleven.—*Giles*, T. H. omnibus proprietor, Bow, April 23, at twelve.—*Oliver* and *Co.* coal masters, Tipton, April 19, at two, as to John York.—*Oliver* and *York*, bankers, Stony Stratford, April 19, at two, as to John York.—*Sherwood*, J. stationer, Wood-st. April 30, at eleven.

Gazette, April 2.

Baker, W. surgeon, Lower Grosvenor-street April 24, at half-past two.—*Field*, G. packer and merchant, Bond-court, Walbrook, April 24, at half-past two.—*Goodwin*, R. ironmonger, Eton, April 26, at twelve.—*White*, S. surgeon, Lamb's Conduit-st. April 24, at two.—*Willis*, J. ale merchant, Osborne-st. Whitechapel, April 24, at two.

MEETINGS IN THE COUNTRY.

Gazette, March 29.

Bellairs and *Bellairs*, bankers, Stamford, April 11, at eleven, Birmingham (adj. March 27), choose new assignees.—*Berridge*, T. tobacconist, Manchester, April 19, at twelve, Manchester, first div.—*Bowman*, J. woollen draper and hatter, Carlisle, April 22, at eleven, Newcastle, aud. and April 23, at twelve, fin. div.—*Brown* and *Co.* balance makers, Prescot, April 23 at twelve, Liverpool, sep. auds. of Brown, sen. and jun.—*Hobson*, T mercer and draper, Carlisle, April 22, at half-past one, Newcastle, fin. div.—*Murray*, J. and *Brown*, W. millwrights, engineers and ironfounders, Liverpool, April 23, at twelve, Liverpool, div.—*Osborne*, H. R. grocer, Truro, April 17, at twelve, Exeter (adj. March 19), last ex.—*Rodham*, T. grocer, ale and porter merchant, Newcastle-upon-Tyne, April 22, at twelve, Newcastle, aud. and April 23, at eleven, div.—*Rowlands*, D. dealer in wines, ales, spirits, and porter, and also watchmaker, Pwllheli, April 19, at half-past twelve, Liverpool, div.—*Walton*, G. wine and spirit merchant, Stockton-on-Tees, April 22, at eleven, Newcastle, aud. and April 23, at one, div.—*Whitley*, W. merchant, Liverpool, April 17, at eleven, Liverpool, choose new assignees.

Gazette, April 2.

Bingham, L. F. flour seller and grocer, Bakewell, April 24, at one, Manchester, aud.—*Bumby*, J. hatter, Malton, May 1 at eleven, Leeds, aud. and May 3, at eleven, fin. div.—*Fulford*, H. draper, Birmingham, April 23, at half-past one, fin. div.—*Goddard*, J. and *Goddard*, H. bankers and copartners, Market Harborough, April 24, at eleven, fin. joint div. and sep. Goddard.—*Harford*, J. and *Davies*, W. W. iron masters, iron founders, and iron merchants, Bristol, and of Ebbw Vale and Sirhowy, April 24, at eleven, Bristol, aud. and proof debts, and May 1, at twelve, first joint div.—*Mansfield*, R coal dealer, Liverpool, April 23, at one, Liverpool, aud.—*Smithson*, T. tobacconist, York, May 1, at eleven, Leeds, aud. and May 3, eleven, fin. div.—*Williams*, C. currier, Sunderland, April 23, at eleven, Newcastle, aud.—*Wood*, W. and *Port*, H. screw manufacturers, Burton-upon-Trent, April 24, at eleven, Birmingham, aud. and April 25, at eleven, div.

FOR ALLOWANCE OF CERTIFICATES.

Gazette, March 29.

Parry, J. H. merchant, Liverpool, April 23, at twelve, Liverpool.—*Norman*, T. sail cloth manufacturer, Penketh, April 23, at twelve, Liverpool.—*Nuttall*, T. pork butcher, Rochdale, April 22, at twelve, Manchester.—*Rodham*, T. grocer, Newcastle, April 22, at half-past twelve, Newcastle.—*Walton*, G. wine merchant, Stockton-on-Tees, April 22, at half-past eleven, Newcastle.

Gazette, April 2.

Davenport, R. jun. plumber, Birmingham, April 25, at eleven, Birmingham.—*Lang*, R. tallow chandler, Birstall, May 7, at eleven, Leeds.—*Lay*, T. grocer, Dudley, April 24, at eleven, Birmingham.

CERTIFICATES.

Gazette, March 29.—*To be allowed April* 19.

Bell, J. shipowner, Greensfield.—*Courtenay*, F. B. bookseller and surgeon, Great Marlborough-st.—*Holmes*, J. A. merchant, New Broad-st.—*Kimber*, T. farmer, North Cerney.—*Vine*, T. W. carpenter, Peerless-row, City-road.

Gazette, April 2.—*To be allowed April* 23.

Angier, S. H. bookseller, Philpot-lane.—*Evans*, E. draper, Llangurdirne.—*Hazell*, R. corn dealer, Ramsbury.

Insolvents.

Petitioning the Courts of Bankruptcy.

Gazette, March 26.

Boothroyd, E. spinster, Huddersfield.—*Borthwick*, W. furniture broker, Tottenham-court-road.—*Cooke*, E. widow, out of business, Kimberworth.—*Cordrey*, G. carman, Putney.—*Crawford*, J. carpenter, Princes-st. Maida-hill.—*Crook*, F. commission agent, Great Marylebone-st.—*Crowther*, W. cloth manufacturer, Pudsey.—*Denniff*, W. fruiterer, Sheffield.—*Downs*, T. R. clerk, Victoria-cottage, Somers'-town.—*Drew*, S. cabinet maker, Wakefield.—*Finley*, T. sen. out of business, High-st. Newington-butts.—*Gandini*, O. professor of fencing, Great Marlborough-st.—*Godwin*, W. linen draper, Providence-row, Hackney-road.—*Gruneisin*, F. C. victualler, Thanet-st. Burton-crescent.—*Hasler*, T. japanner, East-street, Finsbury-market.—*Ingram*, J. author, Union-place, Blackheath-road.—*Jenkins*, A. fishmonger, Ryde, Isle of Wight.—*Kibble*, J. proctor's clerk, Peckham-grove.—*Long*, D. clothier, Guiseley.—*M'Manus*, R. D. surgeon, Wilson-st. Gray's-inn-road.—*Mahomed*, H. bath proprietor, Little Ryder-st. Westminster. *Nagler*, W. publican, Chester.—*Neale*, J. cabinet maker, Walcot.—*Newell*, T. beer-house keeper, Pudsey.—*Newman*, H. bricklayer, Paradise-row, Clapham-road.—*Offord*, D. cutler, Great Yarmouth.—*Ragdon*, T. out of business, Saint Thomas-st. East, Southwark.—*Rumble*, F. artist, Pavilion-place, Battersea.—*Shinton*, J. ale retailer, Tardibigg.—*Snell*, E. chemist, Caistor, Lincolnshire.—*Snow*, M. boarding-house keeper, Liverpool.—*Standen*, T. baker, Hastings.—*Thompson*, T. farmer, Birmingham.—*Toney*, H. coach lamp manufacturer, Bristol.—*Varley*, T. C. oil cloth manufacturer, Sheffield.—*Wallis*, G. saddler, Oxford.—*Webster*, S. out of business, Spring-place, Paddington.—*Wells*, R. carpenter, Brewer's-green.

Gazette, March 29.

Bass, G. (known as G. P. Warde) actress, Gerrard-st. Soho.—*Bayntun*, M. coachman, Upper Cleveland-st. Fitzroy-sq.—*Blomfield*, R. mail contractor, Ipswich.—*Bosworth*, E. beer retailer, Paget-pl. Waterloo-rd.—*Broadley*, T. job smith, Sheffield.—*Cave*, T. brewer's clerk, Wells.—*Cock*, J. farmer, Chapel Allerton, Somersetshire.—*Cooper*, A. farmer, Tiverton, Somersetshire.—*Carr*, C. victualler, Worcester.—*Cox*, G. beer retailer, Thomas-st. New Kent-rd.—*Greenwood*, J. currier, Newcastle.—*Gunn*, G. railway clerk, Deptford.—*Harris*, W. beer-house keeper, Cardiff.—*Jones*, J. D. tobacconist, West Bromwich.—*Kemp*, J. gun-maker, Bloomfield-terrace, Ranelagh-rd.—*Lerings*, J. painter and glazier, Putney.—*Moore*, J. shoe salesman, High-st. Portland-town.—*Odeland*, T. victualler and millwright, Bath.—*O'Keefe*, T. W. M. dramatic writer, Jermyn-st.—*Osborn*, W. W. whip maker, St. Edmund, Exeter.—*Procter*, W. assistant butcher, Manchester.—*Randle*, S. flour dealer, Berry Pomeroy, Devonshire.—*Robinson*, J. pork butcher, Brewer-st. Somers'-town.—*Shields*, G. O. milliner, Hercules-buildings, Lambeth.—*Stokes*, W. wine merchant, Dudley.—*Tregear*, W. and *Senior*, C. painters, Plymouth.—*Waller*, W. fruiterer, Great Carter-lane.—*Wood*, J. R. druggist, Alpha-place, Park-road, Peckham.—*Wright*, J. F. clerk, Deptford.

PETITIONS TO BE HEARD AT BASINGHALL-STREET.

Gazette, March 26.

Carpenter, H. C. clerk, Coburn-road, Mile-end, April 1, at half-past eleven.—*Clinch*, T. beer retailer, Albert-pl. Shepherdess-walk, April 1, at one.—*Eastwood*, G. dealer in medals, Red Cross-st. April 3, at one.—*Farrald*, F. bricklayer, Bury St. Edmunds, March 30, at twelve.—*Oliver*, C. T. out of business, White Hart-court, Bishopsgate-st. April 1, at eleven.—*Slade*, J. carpenter, Bexley-heath, April 16, at half-past one.—*Terry*, G. saddler, Maidstone, April 1, at twelve.—*Wightwick*, R. carpenter, Maidstone, April 1, at half-past twelve.—*Woods*, J. baker, Colnbrook, April 1, at half-past one.

Gazette, March 29.

Bremridge, R. boot maker, Hampton, April 6, at eleven.—*Brown*, E. out of business, Paradise-st. Lambeth, April 4, at one.—*Cooper*, W. baker, Ryde, April 6, at eleven.—*Doust*, G. Tonbridge, April 4, at one.—*Farrar*, F. attorney, New Peckham, April 13, at eleven.—*Johnson*, C. fancy warehouseman, High-st. Whitechapel, April 6, at eleven.—*Jones*, J. boot maker, Devonshire-st. Queen-sq. April 4, at half-past one.—*Kington*, W. out of business, High-st. Newington, April 2, at one.—*Newman*, J. coachman, Thornhill Bridge-pl. Battle-bridge, April 4, at one.—*Nurse*, C. plane maker, Maidstone, April 6, at half-past eleven.—*Rickwood*, G. veterinary surgeon, Bedford, April 3, at half-past twelve.—*Smith*, R. clerk, Seckford-st. Clerkenwell, April 4, at one. *Westphal*, M. commission agent, Woodstock-st. Hanover-square, April 6, at eleven.

FINAL ORDERS.

Gazette, March 26.

Elphick, T. horse dealer, Sutton, April 1, at half-past two.—*Franchi*, A. G. Devonshire-st. Queen-sq. April 8, at half-past eleven.—*Harman*, W. N. B. Windsor-terrace, Dover-road, April 8, at eleven.—*Henson*, R. dealer in fancy ornaments, Bedford-st. Strand, April 8, at twelve.—*Lewis*, J. tailor, Barford, April 4, at half-past one.—*Mayes*, R. grazier, Ravensden, April 8, at half-past eleven.—*Nott*, J. out of business, Hemingford-terrace, Islington, April 6, at twelve.—*Platts*, M. R. painter, Great Pulteney-st. April 8, at eleven.—*Sturgess*, T. baker, Great Saffron-hill, April 6, at twelve. *Woodcock*, J. G. guard, Croydon, April 6, at twelve.

Gazette, March 29.

Brasier, W. grocer, Cheltenham, April 11, at half-past one.—*Collins*, F. dancing master, Brighton, April 10, at two.—*Nicholls*, S. excavator, Kensal-green, April 10, at two.

TO BE HEARD BY ORDER OF COURT.

Town.

The following Prisoners, whose Estates and Effects have been vested in the Provisional Assignee by Order of the Court, having filed their Schedules, are ordered to be brought up before the Court in Portugal-street, to be dealt with according to the Statute.

Gazette, March 26.

Court-house, Portugal-street, April 18, *at nine.*

Farmer, H. N. out of busines, Richmond-place, East-st. Walworth.—*Ford*, J. A. carpenter, Milford-lane, Strand.—*Hammond*, D. joiner, Nursery-place, Hendry-road, Old Kent-road.—*Hurd*, J. B. superintending the business of a coffee-house-keeper, Blackfriars-road.—*Jones*, J. fruit dealer, Stoney-st. and Borough-market.—*Needham*, J. printer, Princes-road, Lambeth.—*Smith*, J. J. boot maker, Brunswick-parade, Pentonville.—*Townend*, G. R. grocer, Salisbury-st. and Nightingale-st. Portman-market.—*Varley*, H. G. dyer, South-st. Manchester-sq.—*West*, T. J. coffee-house-keeper, Bridge-road, Lambeth.

Same hour and place, April 19.

Audy, A. A. portrait painter, Quadrant, Regent-st.—*Bennett*, C. jun. carman and butcher, Newgate-market, Castle-st. Cow-cross, and West-st. Smithfield.—*Brock*, J. tobacco pipe dealer, Upper William-st. Portland-town.—*Campbell*, M. J. widow, Alfred-st. Bedford-sq.—*Collingwood*, J. W. out of business, Wilson-st. Finsbury.—*Fryer*, D. out of business, Paul-st. Finsbury.—*Hayward*, H. poulterer, Princes-st. Soho.—*Reddell*, J. H. assistant to a manufacturing chemist, Mill-wall, Poplar.—*Reddell*, W. M. E. assistant to a manufacturing chemist, Mill-wall, Poplar.—*Rennie*, J. lieutenant in the navy, King's-row, Pimlico.

Gazette, March 29.

Court-house, Portugal-street, April 22, *at nine.*

Dibsell, J. out of business, Uxbridge.—*Curwood*, C. general agent, Pitt-st. Newington.—*Homer*, S. B. attorney, Birmingham, and Saville-row.—*Henzell*, J. stock maker, Laurence-lane, Cheapside, and Trafalgar-place, Walworth New-town.—*Johnson*, T. jun. belt maker, South-st. Pentonville.—*Kennedy*, T. boot maker, Leicester-st.—*Lambley*, J. B. ornamental painter, Upper Stamford-st.—*Newland*, W. clerk, West-sq. Southwark.—*Passby*, W. out of employ, George-row, Bermondsey.—*Pierpoint*, J. paper stainer, Combie-row and White Horse-place, Commercial-road East.

Same hour and place, April 23.

Freeman, J. S. button seller, Gibson-st. Lambeth.—*Dodd*, W. blacksmith, Mount-pleasant and Gough-st. Gray's-inn-road.—*M'Cowan*, J. tailor, South Island-place, Clapham-road.—*Moss*, R. carman, Formosa-place, Holloway.—*Oram*, T. patentee for improvements in the manufacture of fuel, Lewisham.—*Piddington*, P. carpenter, Mount-st. Grosvenor-sq.—*Rees*, J. stoker, Redcross-st. Southwark.—*Swindell*, T. shoe maker, Sussex-st. St. Pancras.—*Williams*, R. boot maker, Ealing.—*Young*, T. baker, Morpeth-st. Bethnal-green.

Sales by Auction.

LINCOLNSHIRE.

SPALDING.—Superior GRASS and ARABLE LAND.—To be SOLD by AUCTION, by Mr. POLLARD, at the house of Mr. Philip Ashton, the Talbot Inn, in Spalding, on Tuesday, the 9th day of April, 1844, at Seven o'clock in the Evening, in the following or such other lots as shall be agreed upon at the time of sale, and subject to the usual conditions, the following valuable FREEHOLD ESTATES, situate in Spalding aforesaid: Two Closes of rich old Grass Land, situate on the south side of Clay Lake Road, containing respectively 10a. 0r. 26p. and 9a. 1r. 2p. and bounded by the estates of Samuel Lamming on the east, Henry Tinsley on the south, and Mrs. Harvey on the west, in the occupation of William Plowright, and which will be subdivided as follows:—

Lot 1. A parcel of Grass Land; lot 2, North; the estates of Samuel Lamming, East; Henry Tinsley, South; and Mrs. Harvey, West: 3 acres.

Lot 2. A like parcel of Grass Land; lot 3, North, and lot 1, South: 3 acres.

Lot 3. A like parcel of Grass Land; lot 4, North, and lot 2, South: 3 acres.

Lot 4. A like parcel of Grass Land; lot 5, North, and lot 3, South: 3 acres.

Lot 5. A like parcel of Grass Land; lots 6 and 7, North, and lot 4, South: 2 acres.

Lot 6. A like parcel of Grass Land; Clay Lake-road, North; lot 7, East; lot 5, South; and the estate of Mrs. Harvey, West: 3 acres.

Lot 7. A like parcel of Grass Land; Clay Lake-road, North; the estate of Samuel Lamming, East; lot 5, South; and lot 6, West: 3 acres.

The above lots will be sold, subject to an occupation road of 15 feet on the West side of the estate.

Lot 8. A piece of Arable Land, bounded North by Burr-lane, East by lands of Thomas Rodgers's Trustees, and South and West by lands of J. Sindall; Tenant, William Jubb: 3 acres, 1 rood, 20 perches.

Lot 9. A piece of Arable Land, bounded North by Burr-lane, East by lands of W. A. Pochin, esq. lately sold to Thomas Cunnington, and South and West by lands of J. E. Jones, esq.; Tenant, Robert Walker: 2 acres, 3 roods, 38 perches.

Lot 10. A close of Arable Land, bounded North by land of William Wilson, East by Wheatmeer or Wykemeer Drain, South by lands of Lord Saye-and-Sele, and West by Swinley or Swindler's Drove; Tenant, George Sharman: 6 acres, 2 roods, 31 perches.

Immediate possession can be given, and any part of the purchase money may remain on approved security.

For further particulars apply at our office,

S. and WILLIAM EDWARDS,
Solicitors, Spalding.

Spalding, March 28, 1844.

YORKSHIRE.

INGLETON and BENTHAM, in CRAVEN.—VALUABLE FREEHOLD ESTATE.—To be SOLD by AUCTION, by order of the Assignees of Thomas Tatham, a Bankrupt, at the BRIDGE INN, in Ingleton, in the West Riding of the County of York, on Tuesday, the 16th day of April, 1844, at Six o'Clock in the Evening, either altogether, or at the option of the Vendors, and subject to such Conditions as will be then and there produced:—

Lot. 1. All that Freehold Messuage, Tenement, or Farm House, commonly called or known by the Name of RAYGILL, together with the several Closes, Pieces or Parcels of Arable, Meadow, and Pasture Land thereto belonging, now in the Occupation of John Isherwood, situate, lying, and being in the several Townships of Ingleton and Bentham aforesaid, and consisting of the following Particulars, viz.—

No. on Plan.	Name of Fields.	Contents in Statute Measure. A.	R.	P.
	In the Township of Ingleton.			
1	House, Garden, and Orchard	0	3	6
2	Barn, Fold, and Stack Yard	0	1	18
3	Old Bank	7	3	24
4	Bank	7	2	1
5	Parrock	1	3	0
6	Springs	10	2	16
7	Plantation	1	2	7
8	Wood	0	1	3
9	Part of Green Croft	6	1	25
10	Near Moss and Road	15	0	35
11	Far Moss	21	0	18
12	Green Croft	34	0	36
13	New Barn and Fold	0	0	28
14	Parrock	0	3	5
15	New Meadow	7	3	33
16	Barley Field	9	0	29
17	Little Meadow	3	3	1
18	Higher Ox Pasture	18	1	32
19	Great Ox Pasture	38	3	13
20	Whinney Hills	25	3	35
21	Wheat Field	19	0	26
22	Onion Field	23	3	9
23	Streakber Head (West)	2	1	17
24	Ditto ditto (East)	26	2	20
	In the Township of Bentham.			
25	Streakber Head (East)	17	2	29
26	Ditto ditto	18	1	24
27	Fountain Lot	32	1	6
	Total	253	0	16

This Farm is Land-Tax Redeemed.

N.B. This estate is sold subject to a right of entry by the owners of the coal-mines and minerals under the same, for the digging, sinking, raising, and carrying away such coals and minerals; they making reasonable compensation for the damage thereby done to the owners of the soil.

Lot 2. All that lot or parcel of land or ground situate, lying, and being at Austwick Wood End, and within the township and manor of Austwick, called and commonly known by the name of the "Wood Yeat Parrock," con[illegible] rood, be the same more or less. [illegible] the tenant to let one, will shew the [illegible] particulars may be known, and printed particulars [illegible] of sale had, and a plan of the estate seen [illegible] offices of Messrs. COWBURN and NORRIS, [illegible], Settle.

Settle, March 25, 1844.

Sales by Auction.

MONTGOMERY.

PEREMPTORY SALE.—Desirable and Advantageous Investment.—A valuable and compact FREEHOLD ESTATE, called "Old Hall," will be SOLD by AUCTION, by order of the mortgagee (under powers of sale contained in his mortgage), at the Dragon Inn, in Montgomery, in the county of Montgomery, on Thursday, the 25th of April, 1844, at four o'clock in the afternoon (unless previously disposed of by private contract, of which due notice will be given). The estate comprises Three Hundred and Seventy-one Acres of Arable, Meadow, and Pasture Land, lying in a ring fence; is situate in the parish of Kerry, in the county of Montgomery, and now let at the low rent of 257*l*. per annum.

The lands are capable of great improvement, and a purchaser may insure a return of at least Four per Cent. for his money, with the certainty of having Five in a very few years, when the resources of the land are fully developed.

For further particulars, and to treat by private contract, apply to Messrs. JONES, YEARSLEY, and HOWELL, Solicitors, Welshpool, with whom a map of the estate is left for inspection.

MARSH-LAND FARM.—DESIRABLE INVESTMENT, in the immediate neighbourhood of the flourishing Town and Port of King's Lynn, which is likely to be rendered still more valuable by means of the several Railways now in contemplation between Norfolk and the West and North of England.—To be SOLD, by AUCTION, in the month of May 1844, a most valuable ESTATE, in the parish of Terrington Saint Clement's, comprising four Commonable Messuages, and upwards of 280 acres of rich, fertile Arable Land, which will be offered for sale in several lots.

For further particulars apply to C. G. H. St. PATRICK, Esq. Worcester; or F. LANE, Esq. Lynn, at whose offices Maps of the Estate may be inspected.

Lynn, April 2, 1844.

DURHAM.

DARLINGTON & MIDDLESBROUGH.—To be peremptorily SOLD by AUCTION, at the King's Head Inn, in Darlington, in the county of Durham, on Tuesday, April 16, 1844, at two o'clock in the afternoon, in the following or such other lots as may be specified at the time of sale, and subject to such conditions as shall be then and there produced, Mr. JOHN BAKER, Auctioneer.

Lot 1.—All that Extensive FLAX and TOW MILL, in full operation and in excellent repair, advantageously situated in Priestgate, in Darlington, in the county of Durham, comprising a capital Steam Engine, 28 horse-power (fire-proof), made by Messrs. Fenton, Murray, and Wood, of Leeds, and Two Cylinder Boilers, 30 horse-power each, with fire feeders and necessary apparatus; 26 Spinning Frames, containing 818 Flax and Tow Spindles; one Twisting Frame, containing 16 Spindles; five double modern built Carding Engines; seven ditto of less size; a Breaking Card; numerous Drawing and Roving Frames; 30 Balling Machines, for Shoe-thread; two Flax-dressing Machines, on the most approved principle; a Pressing Machine; Shafts, Furniture, Gearing, and all the requisites for putting the whole into operation: also a conveniently furnished Counting-House; a capital Warehouse, that will contain upwards of 200 Tons of Flax; and several other warehouses for various purposes; flax-dressing shops for 30 dressers; with every necessary convenience for carrying on an extensive trade. The business connection attached to the above premises is of great value, having been established for a long series of years.

Also an excellent modern-built Dwelling-house, containing drawing, dining, and breakfast rooms, kitchens, cellars, wash-house, and five lodging-rooms; a gig-house, a stable for three horses, and a large garden behind, well stocked with fruit-trees.

The mill is lighted with gas, warmed with steam-pipes, and in good condition; it is well situated, adjoining Messrs. Pease's Mill Dam, with a plentiful supply of water; and the dwelling-house fronts the public street of Priestgate.

The whole of the above premises are of freehold tenure, and the land-tax is redeemed.

Lot 2.—All that newly-erected Freehold SAIL-CLOTH MANUFACTORY, now let to highly respectable tenants and in full operation, and the warehouses, offices, and other extensive buildings, adapted for a Rope Manufactory, connected therewith, situate at Middlesbrough-on-Tees, in the county of York; a High-pressure Engine, of 16-horse power, with boiler, shafting, and other necessary appendages; also 40 new Patent Mathematical Power Looms, with the necessary winding and warping machines, calenders, &c. And also all that piece or parcel of Freehold Ground, adjoining the said factory, capable of being divided and sold in building sites, and containing about two acres, and which will be sold with the factory, or in such lots as may be specified at the time of sale.

Mr. John Goldsbrough, on the premises at Darlington, will shew Lot 1, and Mr. Reed, on the premises at Middlesbrough, Lot 2; and further particulars may be ascertained on application to Mr. WISE, Solicitor, Ripon; or, Mr. PEACOCK, Solicitor, Darlington and Middlesbrough.

Darlington, March 20, 1844.

Southampton-buildings.—Lease of a desirable Professional Residence, at a low rent.

MR. PRICE is directed to submit to public COMPETITION, at Garraway's, on Thursday, April 25, at twelve for one, the LEASE of a desirable PROFESSIONAL RESIDENCE, situate and being No. 13, Southampton-buildings, Chancery-lane, held direct from the Earl of Radnor, for a term of 21 years from 1839, at a low rent. The house is well worthy the attention of any professional gentleman, either for a residence or as chambers, for which it is especially suited. It is also well adapted for letting out in suites as chambers, in which manner it has been disposed of for some years past with considerable success. May be viewed.

Catalogues may be had of SAMUEL SHARP, Esq. Solicitor, 37, Ely-place, Holborn; at GARRAWAY'S; and at Mr. PRICE'S Offices, 48, Chancery-lane.

Sale by Auction.

Highgate Rise.—Valuable Leasehold Estates, producing 327*l*. per annum, suitable for Occupation or Investment, by order of the Executors of the late F. Jeyes, esq.

MR. PRICE begs to announce that he is instructed by the Executors of the late F. JEYES, esq. with the consent of the Mortgagees, to SELL by public AUCTION, at Garraway's, on Thursday, April 25, at Twelve for One, in four Lots, FOUR genteel LEASEHOLD RESIDENCES, situate in one of the most salubrious spots within the suburbs of London, being Nos. 6, 7, 8, and 9, Highgate Rise, Kentish-town; let to tenants of the highest respectibility, and producing a rental of 327*l*. per annum. Each house contains six good Bed-rooms, Dining and Drawing-rooms, Kitchens, and domestic offices; Coach-house and Stable, Garden, &c. The well-known healthiness of the locality, the respectability of the surrounding neighbourhood, the easy distance, and numerous frequent Conveyances to and from all parts of London, combine to render this property more than usually attractive.

May be viewed by permission of the tenants, and particulars shortly had of Messrs. CRAGG and JEYES, 4, Harpur-street, Red Lion-square; at Garraway's; and at Mr. PRICE'S Offices, 48, Chancery-lane.

New Publications.

On Monday, April 1, was published, Number VI. of

THE CRITIC of LITERATURE, ART, SCIENCE, and the DRAMA; a GUIDE for the BOOK-CLUB and LIBRARY, and PUBLISHERS' MONTHLY CIRCULAR.

The April number contains

LITERATURE—Address and Summary.
HISTORY—
Thornton's British India.
Tytler's History of Scotland.
BIOGRAPHY—
Memoirs of Robert William Elliston.
Payne Collier's Works of William Shakspeare.
VOYAGES AND TRAVELS—
Haverty's Wanderings in Spain.
Antigua and the Antiguans.
Godley's Letters from America.
Lamont's Impressions, Thoughts, &c.
SCIENCE—
Neurypnology.
Pettigrew on Superstitions connected with Medicine.
POLITICS—
Ireland and its Rulers.
FICTION—
The Jewess.
Tales by a Barrister.
The Prairie Bird.
Cameron's James of the Hill.
PERIODICALS—
Hood's Magazine and Comic Miscellany.
London Polytechnic Magazine.
Year-Book of Facts.
REVIEWS OF UNPUBLISHED MANUSCRIPTS—
Scenes from the Life of a Lawyer.
Brevities; or, Thoughts on Men and Things.
CORRESPONDENCE.
MUSIC—Summary.
The New Prima Donna.
Musical Chit-Chat.
ART—Summary.
Panorama of Hong Kong.
British Institution.
Bell's Illustrations of the Liturgy.
THE DRAMA.
GLEANINGS OF THE MONTH.
CLASSIFIED LIST OF NEW BOOKS.

Published on the 1st and 15th of every Month, price 6d. only, or to Subscribers to the LAW TIMES it will be sent post-free for half a year, on transmission of 6s. in *penny* postage stamps.

THE LAW STUDENTS' MAGAZINE.—To be published every fortnight, price 6d. or sent into country (free) for 6½d. comprising 24 pages. Subscription for half a year, 7s. 7d. (26 numbers), to be paid after receipt of No. 1. To be commenced on receiving 300 Subscribers' names. See LAW TIMES of last week.

N.B. The names of several subscribers have been received, and it is requested that others will send their orders immediately. If each of those who have sent, or may send, orders, would get a friend to take in the work, it would be commenced forthwith.

Address (free), Proprietors of "Key to Examination Questions," Mr. HASTINGS, 13, Carey-street, London.

CHARLES FRODSHAM, Chronometer Maker to the Lords Commissioners of the Admiralty, begs to inform the nobility, gentry, and public generally, that he has succeeded to the business and valuable stock of the late John R. Arnold, and respectfully invites attention to his highly-finished assortment of Chronometers, Watches, and Clocks.

Government were pleased to award to Arnolds 3,000*l*. for their valuable discoveries in Chronometers. C. F. has also had the honour of receiving premium prizes from the Lords Commissioners of the Admiralty, and recently from Foreign Governments, for the extreme accuracy of his Chronometers.

Arnold's, 84, Strand, corner of Cecil-street.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of THE LAW TIMES, 29, Essex Street aforesaid, on Saturday, the 6th day of April, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

Vol. III. No. 54.] SATURDAY, APRIL 13, 1844.

SUBSCRIPTION.
For One Year, paid in advance.. £2 0 0
For Half Year, paid in advance 1 1 0
Single Numbers, or on credit .. 0 1 0

Money Wanted.

MONEY WANTED.—18,000*l.* at 3½ per Cent. for a Term certain, on Freehold and Copyhold Estates of ample value.
Apply to Mr. BLAGG, Solicitor, St. Alban's, Herts.

CARNARVON HARBOUR TRUST.—Wanted to Borrow, in one or more sums, by the Trustees of the Harbour of Carnarvon, the sum of 3,400*l.* Interest at the rate of Four per Cent. per annum, payable yearly or half-yearly as may be agreed upon.
The above Trust is empowered by Act of Parliament to borrow money, and to assign the rates and duties as security.
The income of the Trust, for the year ending 30th June, 1843, amounted to upwards of 1,500*l.*
Any particulars may be had on application (if by letter, post-paid to Messrs. POOLE and POWELL, Solicitors, Carnarvon; or to Mr. JOHN JACKSON, Harbour Office, Carnarvon.
By order,
JOHN JACKSON, Clerk to the Trustees.
Harbour Office, April 2, 1844.

Money to Lend.

MONEY.—30,000*l.* 20,000*l.* and 10,000*l.* Trust money, at 3½ per cent. and any sum from 800*l.* to 10,000*l.* at 4 per cent. ready to be advanced on eligible Landed Security; also several Smaller Sums, on Land or Buildings, at 5*l.* per cent.
Apply to Mr. APLIN, High-street, Banbury.

MONEY.—1,500*l.* 1,000*l.* 750*l.* and 600*l.* ready to be advanced on good Freehold Security at 4 per cent.
Apply to Mr. JOHN HALCOMB, Solicitor, Hungerford, Berks, or Marlborough, Wilts. Letters post-paid.

MONEY.—The Sum of 12,000*l.* Trust-Money ready to be advanced in One or Two Sums, for a Term of Years, on approved Freehold, Copyhold, or Leasehold Security, at 3½ per cent., or on very eligible Security at 3¼.
Apply to Messrs. SEYMOUR, Solicitors, York.

ANNUITY.—Any Gentleman having borrowed Money on real Property by Annuity, being anxious for an increased Loan, may hear of an eligible opportunity by addressing Z., Mr. DUNCAN'S, 124, Jermyn-street.

Situations Wanted.

WANTED, a Situation in a Solicitor's Office.—The Advertiser is upwards of 30 years of age, and has had considerable experience in the general routine of Country Office practice, is conversant with book-keeping and making out bills of costs, and can give the most unexceptionable references as to character, &c. &c.
Address T. Z. 4, Hart's Terrace, York.

LAW.—A Gentleman well acquainted with Country Practice is desirous of an ENGAGEMENT in an Office of respectability as CONFIDENTIAL MANAGING CLERK. In addition to the usual routine of a Country Office, he is conversant with Magisterial, Sessions, Union, and Tax Business. References to Offices of the first respectability will be given.
Address X., Y. Z., Law Times Office, 49, Essex-street, Strand.

LAW.—Wanted, by a Gentleman who was admitted in Michaelmas Term 1843, a Situation as MANAGING CLERK in a respectable Solicitor's office, either in town or country. The advertiser served two years and a half of his articles in the country, and the remaining two years and a half in a respectable agency office in London, and has since spent twelve months in a conveyancer's chambers. He is fully competent to transact business in the absence of his principal.
Address by letter (post-paid) C. D. care of Mr. Hill, Law Stationer, Inner Temple-lane.

Situation Vacant.

LAW.—Wanted in a very respectable office in the Midland Counties, a Gentleman, of middle age, thoroughly acquainted with the practice of Conveyancing and the Business of a Country Office. The highest testimonials as to character and competency will be required.
Letters (prepaid) addressed to Messrs. Stevens and Norton, Law Booksellers, Bell-yard, Lincoln's-inn, will be duly answered.

Legal Notices.

WIGAN BOROUGH SESSIONS.—Notice is hereby given, that the next General Quarter Sessions of the Peace for the Borough of Wigan, in the County of Lancaster, will be held before ROBERT SEGAR, Esq. Recorder of the said Borough, at the Moot Hall, within the said Borough, on Monday, the 29th day of April instant, at half-past Nine o'clock in the forenoon, at which time and place all Jurors, Prosecutors, Witnesses, Persons bound by Recognizances, and others having business at the said Sessions are required to attend.
RALPH LEIGH,
Clerk of the Peace for the said Borough.
Dated the 10th day of April, 1844.

IN the BANKRUPTCY of Messrs. JAMES and HOLLAND GODDARD.—To be SOLD by PRIVATE CONTRACT, a DEBT or SUM of 7,045*l.* 5*s.* 6*d.*, owing to the said Bankrupts' Estate, and secured upon the Life Estate and Interest of a Gentleman, now in his 42nd Year, in Freehold Estates, situate in the neighbourhood of Market Harborough, producing an Annual Rental of about 8,000*l.* The money is payable under the security by half-yearly Instalments of 500*l.* each, with interest in the mean time on the Balance at 5*l.* per cent. per annum.
Further Particulars, with the Conditions of Sale, may be obtained on Application to Mr. EDWARD FISHER, of Little Bowden, or Mr. ROBERT ATTENBOROUGH, of Braybrooke, the Assignees; or at the Offices of Mr. DOUGLASS, Solicitor, Market Harborough.

LINCOLN'S-INN-FIELDS. — TO BARRISTERS and PROFESSIONAL GENTLEMEN.—TO BE LET, the entire UPPER PART of a first-rate PROFESSIONAL RESIDENCE, eligibly situate on the North side of the Square. The rooms are spacious and in excellent ornamental repair, and comprise a noble Drawing-room, five Bed-chambers, Dressing-rooms, and very complete Domestic Offices.
For further particulars and cards to view, apply at Mr. HAMMOND'S Chamber and Estate Agency Offices, 28, Chancery-lane.

CROFT'S GEORGE'S COFFEE-HOUSE and HOTEL, 213, Strand, near Temple-bar.—Gentlemen and Families visiting the metropolis will find the arrangements of this Hotel not inferior either in style or economy to any establishment in the kingdom. The Bed-rooms combine comfort and elegance. Private Sitting-rooms and separate Coffee-room for gentlemen residing in the Hotel. Fine old Wines and Spirits of the first quality. Soups, Fish, Joints, Made Dishes, and Pastry always ready. Venison and Turtle in season. Hot and Cold Baths. Wine and Sandwich Stall, as at Garraway's. Cigar and Supper-rooms. Dinners and Suppers provided and sent out.

Sales by Auction.

MONTGOMERY.

PEREMPTORY SALE.—Desirable and Advantageous Investment.—A valuable and compact FREEHOLD ESTATE, called "Old Hall," will be SOLD by AUCTION, by order of the mortgagee (under powers of sale contained in his mortgage), at the Dragon Inn, in Montgomery, in the county of Montgomery, on Thursday, the 25th of April, 1844, at four o'clock in the afternoon (unless previously disposed of by private contract, of which due notice will be given). The estate comprises Three Hundred and Seventy-one Acres of Arable, Meadow, and Pasture Land, lying in a ring fence; is situate in the parish of Kerry, in the county of Montgomery, and now let at the low rent of 257*l.* per annum
The lands are capable of great improvement, and a purchaser may insure a return of at least Four per Cent. for his money, with the certainty of having Five in a very few years, when the resources of the land are fully developed.
For further particulars, and to treat by private contract, apply to Messrs. JONES, YEARSLEY, and HOWELL, Solicitors, Welshpool, with whom a map of the estate is left for inspection.

Richmond-hill.—Compact Freehold and Copyhold Estate, very eligible for Investment, or early possession may be had.

MESSRS. SHUTTLEWORTH and SONS are directed by the Trustees under a Will to SELL by AUCTION, at the Mart, on Friday, April 26, at Twelve, a very neat VILLA RESIDENCE, pleasantly situate on the ascent of Richmond-hill, containing several bed-chambers, sitting-rooms, and domestic offices, with excellent kitchen-garden, capital pig and poultry yards, comprising together about 10 acres, and constituting a farm ornée, in the occupation of Mr. Ellis, as an auxiliary to the celebrated establishment of the Star and Garter Tavern, at a very low rent.
May be viewed with permission of the tenant, and particulars had, 14 days previous to the sale, at the Star and Garter and Castle Hotels, Richmond; of Mr. CLARKE, Solicitor, Brentford, at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Sales by Auction.

Richmond-green.

MESSRS. SHUTTLEWORTH and SONS are directed by the Trustees under a will to SELL by AUCTION, at the Mart, on Friday, April 26, at Twelve o'clock, a valuable COPYHOLD and (small part) FREEHOLD PROPERTY, comprising an excellent Family Residence, containing numerous bed-chambers, capital drawing and dining rooms, breakfast parlour, domestic offices, stabling and gardens, very pleasantly situate on Richmond-green, in the occupation of Dr. Dowler, a highly respectable yearly tenant, at a rent of 120*l.* per annum. Also a convenient residence, adjoining the preceding, containing several bed-chambers, drawing and dining rooms, breakfast parlour, and good garden; in the occupation of Miss Walmsley, a highly respectable yearly tenant, at a rent of 75*l.* per annum.
May be viewed by leave of the tenants, and particulars had, 14 days previous to the sale, at the Star and Garter and Castle Hotels, Richmond; of Mr. CLARKE, solicitor, Brentford; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Periodical Sales of Reversions, Advowsons, Life Interest, Life Policies, Shares in Public Undertakings, &c. (established in 1803).

MESSRS. SHUTTLEWORTH and SONS respectfully inform the public that the classification of this species of property having proved to be exceedingly advantageous and economical to vendors, and equally satisfactory and convenient to purchasers, the PERIODICAL SALES of Reversionary Interests, Policies of Insurance, Tontines, Debentures, Advowsons, Next Presentations, all securities dependent upon human life, Shares in Docks, Canals, Mines, Railways, and all public undertakings, will be continued through the present year (1844), as follows:—Friday, May 3; Friday, June 7; Friday, July 5; Friday, August 2; Friday, September 6; Friday, October 4; Friday, November 1; and Friday, December 6.
28, Poultry, Jan. 1.

Periodical Sale of Reversionary Interests, Annuities, Life Policies, and all descriptions of Securities dependent upon human life, Advowsons, Next Presentations, Shares, Debentures, &c.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.), having adopted the system of periodical sales by auction, are enabled to offer to persons expectant, or otherwise interested in the sale of the above description of property, the most prompt, economical, and satisfactory mode of disposing thereof, as by classifying these interests and properties in the same particular and for the same day, much expense is avoided and a far greater competition secured. The Periodical Sales for the present year will take place as follow:—Thursday, May 2; Thursday, June 6; Thursday, July 4; Thursday, August 1; Thursday, September 5; Thursday, October 3; Thursday, November 7; Thursday, December 5. The Next Periodical Sale will take place at the Mart on Thursday, May 2. Messrs. Fuller and Marsh beg to call the attention of the public to the economy and expedition of this system of business, as they are thereby enabled to put up each property for the small sum of two guineas and a half, including all expenses, should a sale not be effected.
Parties desirous of disposing of Property of the above description in the next Periodical Sale, should forward particulars to Messrs. FULLER and MARSH'S Offices on or before the 20th instant.

CHOICE of a SERVANT.—DOMESTIC BAZAAR, 326, Oxford-street, corner of Regent's-circus, established 1830.—Families in want of good Servants will decidedly find their interest consulted by applying at the Bazaar, as domestics are waiting to be hired from ten to five, and to insure giving satisfaction, none but those of the best description are suffered to attend. The subscriber may select any servant likely to suit, who refers to the family with whom she last lived; and should inquiries not prove satisfactory, they may select others. This thoroughly straightforward method has been found to give universal satisfaction, and the farce of applying to tradespeople, and waiting an indefinite period, is therefore obviated, as at this establishment a respectable servant can be procured immediately. Fee for one servant, 2*s.* 6*d.*; for as many as may be required, 14*s.* per annum.

CHARLES FRODSHAM, Chronometer Maker to the Lords Commissioners of the Admiralty, begs to inform the nobility, gentry, and public generally, that he has succeeded to the business and valuable stock of the late John R. Arnold, and respectfully invites attention to his highly-finished assortment of Chronometers, Watches, and Clocks.
Government were pleased to award to Arnolds 3,000*l.* for their valuable discoveries in Chronometers. C. F. has also had the honour of receiving premium prizes from the Lords Commissioners of the Admiralty, and recently from Foreign Governments, for the extreme accuracy of his Chronometers.
Arnold's, 84, Strand, corner of Cecil-street.

Insurance Companies.

NORWICH UNION SOCIETIES.

OFFICES—Surrey-street, Norwich; New Bridge-street, Blackfriars, London; Princes-street, Edinburgh; Capel-street, Dublin.

FIRE INSURANCE SOCIETY.—CAPITAL 550,000*l*.

DIRECTORS.

President—E. T. Booth, Esq.

Vice-President—A. Hudson, Esq.

George Morse, Esq.	Edward Steward, Esq.
George Durrant, Esq.	Timothy Steward, Esq.
Maj.-Gen. Sir R. I. Harvey, C.B.	Lewis Evans, Esq., M.D.
Charles Evans, Esq.,	Captain Blakiston, R.N.
Isaac Jermy, Esq., Recorder of Norwich.	Wm. Martin Seppings, Esq.

Samuel Bignold, Esq., Secretary.

Messrs. Bignold and Field, Solicitors.

R. J. Bunyon, Esq., Secretary (for London department), 6, Crescent, New Bridge-street.

Insurances are granted by this Society on buildings, goods, merchandise, and effects, ships in port, harbour, or dock, from loss or damage by fire in any part of the United Kingdom of Great Britain and Ireland.

It is provided by the Constitution of the Society, that the insured shall be free from all responsibility, and to guarantee the engagements of the Office, a fund of 550,000*l*. has been subscribed by a numerous and opulent proprietary. Returns are periodically made to parties insuring.

The business of the Society exceeds Fifty-eight Millions. The duty paid to Government for the year 1842 was 68,642*l*. 14*s*. 3*d*., and the amount insured on Farming Stock was upwards of Nine Millions and a Half.

Extract from the Returns to the Stamp Office, shewing the Duty and amount insured on Farming Stock, paid by the five Principal Offices for the year 1842:—

	FARMING STOCK.	DUTY.
Norwich Union	£9,522,693	£68,642 14 3
County	7,464,858	46,465 10 7
Sun	6,818,051	165,683 16 8
Phœnix	4,811,461	129,649 2 3
Royal Exchange	4,349,774	71,891 14 2

LIFE INSURANCE SOCIETY.—INSTITUTED, 1808.

Capital invested, £1,750,000.

DIRECTORS.

E. T. Booth, Esq.	Major-General Sir R. J. Harvey, C.B.
Isaac Jermy, Esq., Recorder of Norwich.	Dr. Evans.

Timothy Steward, Esq., &c.

Secretary—Samuel Bignold, Esq.

Actuary—Richard Morgan, Esq.

Solicitors—Messrs. Bignold and Field.

Secretary for London Department—R. J. Bunyon, Esq.

This Society has been established upwards of 34 years; all just demands upon its funds have been promptly and liberally settled; nearly two millions and a half have been thus paid away on expired policies; and to meet the existing engagements of the Institution, it possesses funds amounting to upwards of a million and three-quarters, almost wholly invested on real and Government securities.

The Rates of Premium are BELOW *those of most other* Offices, and, under the age of 45, not less so than ten per cent.—a benefit in itself equivalent to an annual bonus; whilst periodical additions are also made to the sums assured upon all policies for the whole duration of life, in proportion to the amount of premium paid; the full advantage of Life Assurance is thus enjoyed by the members of this Institution.

The subjoined List of some of the existing Policies of the Society exhibits the aggregate amount of Bonus assigned to each of those Policies, including that declared at the General Meeting held on the 9th of September, 1842.

No.	SUM ASSURED.	BONUS.
477	£1,000	£776 4 10
951	400	431 10 5
170	1,000	445 15 6
751	1,000	458 7 4
1235	2,000	852 5 1
1276	1,500	619 3 4
1450	2,000	754 17 2
1444	1,000	519 10 7
1459	300	153 14 4
1745	2,000	1,117 1 11
185[illegible]	1,500	149 10 5
2570	1,000	531 6 10

Tables of Rates, &c., may be obtained at the Society's Offices, or of the Agents, in all parts of the United Kingdom.

TO THE LEGAL PROFESSION AND ALL WHO WISH TO SECURE THEIR WRITINGS AGAINST FRAUD.

STEPHENS'S RECORD WRITING

FLUID.—This Writing Fluid has been examined at the Royal Institution of Great Britain, by one of the first Chemists of this country; there is no article which combines so effectually the power of resisting chemical agents, washing, damp, friction, and time. It has more of the character of Printing Ink, made fluid, than of common Writing Ink: its basis being carbon, it is indestructible, except by fire. It dries with a gloss, and follows every movement of the pen with the greatest facility. As it flows more freely than common Ink, it requires for fine writing, a finely pointed pen. For Records, it realizes what has long been hoped for—namely, a durability equal to printing. Broad-nibbed pens for full large writing, will not be required to the same extent for this article. It has no action whatever upon steel pens. Carbon not being a soluble matter, has a tendency slowly to subside; the necessity of occasionally shaking the Inkholder is, therefore, apparent. The Inkholders contrived by me are best adapted for the use of this article.

N.B. This Ink writes more agreeably after it has been a day or two in use.

[illegible] should be chosen; as soft, flocky, absorbent papers cause it to write with too thick a stroke. It is admirably adapted to rapid writing.

Sold in Bottles, at 6*d*. 9*d*. 1*s*. and 2*s*. each, by Booksellers and Stationers, and by the Inventor, HENRY STEPHENS, 54, Stamford-street, Blackfriars-road, London.

Insurance Companies.

LAW LIFE ASSURANCE SOCIETY,

Fleet-street, near to Saint Dunstan's Church, April 8, 1844.—Notice is hereby given, that the DIVIDENDS on the Capital Stock of this Society for the year 1843 are in the course of PAYMENT, and can be received any day (Tuesday excepted) between the hours of ten and three o'clock.

By order of the Directors,
GEORGE KIRKPATRICK, Actuary.

LONDON, EDINBURGH, and DUBLIN LIFE-ASSURANCE COMPANY,

3, Charlotte-row, Mansion-house, and 18, Chancery-lane, London.

DIRECTORS.

KENNETT KINGSFORD, Esq., Chairman.
BENJAMIN IPILL, Esq., Deputy-Chairman.

Alexander Anderson, esq.	James Hartley, esq.
John Atkins, esq.	John M'Guffie, esq.
James Bidden, esq.	John Maclean, Lee, esq.
Captain F. Brandreth.	J. M. Rossetter, esq.

AUDITORS.

H. H. Cannan, esq. | Robert E. Alison, esq.

MEDICAL ADVISER—Marshall Hall, M.D., F.R.S., L. & E.

SECRETARY—John Emerson, esq.

SOLICITORS—Messrs. Palmer, France, and Palmer.

THIS IS THE ONLY COMPANY who are bound by their deed of constitution not to dispute any Policy, unless they can prove that it was obtained by fraudulent misrepresentation; the great aim and object of the Society having been to render Life Policies COMPLETE SECURITIES and NEGOTIABLE DOCUMENTS, which shall owe their value to the certainty of the contracts upon which they are founded, and be independent of the liberality or caprice of those who shall be in the management of the affairs of the Company when the claims arise; and for this purpose the Company have, by a clause in their deed of constitution, unhesitatingly deprived themselves of the power of objecting to any policy, unless they undertake to prove that it was obtained from them by fraudulent misrepresentation. The regulations common to all other Life Companies, which make the validity of assurance contracts dependent upon the perfect correctness of the many statements required from a proposer for a Life Policy, and which have given rise to almost all the questions which have been argued in the courts, and to many extra-judicial compromises, are thus entirely abrogated; and nothing but fraud, proved to have been committed against them, can vitiate a policy granted by this Company.

THIS IS THE ONLY COMPANY from whom the assured, on the mutual principle, receive the whole of the mutual accumulations, and also a guarantee from the Shareholders for the sums assured.

THIS IS THE ONLY COMPANY who bind themselves to pay the sums in the Policies, although the debts for which they were effected shall have been liquidated before the claims arise; the Company considering it only just towards the assured, that where premiums have been received for assuring a given amount, that amount should be paid when it becomes due, without dispute or deduction; and they undertake to do so without reference to the state of the accounting between the assured and his debtor.

THIS IS ALMOST THE ONLY COMPANY who grant in favour of creditors *whole world* Policies, whereby the debt is secured, although the debtor should go beyond the limits of Europe.

The premiums, calculated according to the Carlisle tables, are lower than usual upon young lives, where participation in the profits is not required; and for short assurances, which, at the option of the assured, may be continued for life, the rates are as low as a due regard to complete security will permit.

TRIENNIAL ASCENDING SCALE TO ASSURE £100.

Age.	1st Three Years.			2nd Three Years.			3rd Three Years.			4th Three Years.			Remainder of Life.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
25	1	2	7	1	9	9	1	16	11	2	4	1	2	11	3
35	1	9	9	1	19	6	2	9	3	2	19	0	3	8	9
45	2	1	0	2	14	10	3	8	8	4	2	6	4	16	4
55	3	11	1	4	10	9	5	10	3	6	10	1	7	9	9
60	4	8	11	5	17	4	7	5	9	8	[illegible]	2	10	2	7

BY THE HALF-PREMIUM PLAN, only one-half of the premium for the first seven years is required, the other half being payable at the convenience of the assured; thus allowing a Policy to be continued for seven years at one-half of the usual rate, or to be dropped at one-half of the usual sacrifice, and entitling the assured, seven years hence, when loss of health may prevent him from effecting a new assurance, to continue a Policy at a rate of premium applicable to an age seven years younger. The Half-premium plan of assurance, as practised by this Company, thus enables persons to retain to their own use the one-half of the premiums for the first seven years, at 5*l*. per cent. interest. Thus, suppose the ordinary premium for an assurance of 500*l*. to be 10*l*., the first payment by the half-premium plan will be five guineas, being the one-half of the 10*l*., and interest for the retained half; and, if death should occur in the first year, the sum of 500*l*. would be paid less the 5*l*. retained. The assured may thus have the use for the first year of 5*l*.; for the second of 10*l*.; and so on till the end of the seventh year, when the retained sums, amounting to 35*l*., may either be repaid, or retained at 5*l*. per cent. interest until death, when the 35*l*. would be subtracted from the 500*l*. then payable by the Company.

TO ASSURE £100 ON HALF-PREMIUM SYSTEM.

Age.	£	s.	d.	Age.	£	s.	d.
15	0	16	1	40	1	11	5
20	0	18	0	45	1	16	6
25	1	0	7	50	2	3	9
30	1	3	6	60	3	10	3

COMMISSION.—The Solicitor who transacts a Policy with this Company, is considered as the Agent during its whole currency, and receives commission upon all future premiums, by whomsoever they may be paid.

Prospectuses and schedules are forwarded to applicants, free of expense, by the Manager and Agents.

ALEX. ROBERTSON, Manager.

Insurance Companies.

UNITED KINGDOM LIFE ASSURANCE COMPANY,

8, WATERLOO-PLACE, PALL-MALL, LONDON.

Established by Act of Parliament in 1834.

DIVISION OF PROFITS AMONG THE ASSURED.

HONORARY PRESIDENTS.

Earl of Errol.	Earl Somers.
Earl of Courtown.	Lord Viscount Falkland.
Earl Leven and Melville.	Lord Elphinstone.
Earl of Norbury.	Lord Belhaven and Stenton.
Earl of Stair.	

DIRECTORS.

James Stuart, Esq., Chairman.
Hananel De Castro, Esq., Deputy Chairman.

Samuel Anderson, Esq.	Charles Graham, Esq.
Hamilton Blair Avarne, Esq.	F. Charles Maitland, Esq.
Edw. Boyd, Esq., Resident.	William Railton, Esq.
E. Lennox Boyd, Esq., Asst. Resident.	John Ritchie, Esq.
Charles Downes, Esq.	F. H. Thomson, Esq.

Surgeon—F. Hale Thomson, Esq., 48, Berners-street.

This Company, established by Act of Parliament, affords the most perfect security in a large paid-up Capital, and in the great success which has attended it since its commencement in 1834.

Its Annual Income being upwards of £60,000.

In 1841, the Company declared an addition to the Shareholders of one-half of their Stock, and also added a Bonus of 2*l*. per cent. per annum on the sum insured to all policies of the participating class from the time they were effected.

The Bonus added to policies from March, 1834, to the 31st Dec., 1840, is as follows:—

Sum Assured.	Time Assured.	Sum added to Policy.
£5,000	6 Years 10 Months.	£683 6s. 8d.
5,000	6 Years	600 0 0
5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, **and only one-half need be paid for the first Five Years,** where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

IMPERIAL LIFE ASSURANCE COMPANY,

Sun-court, Cornhill, and 5, St. James's-street, London. Instituted 1820. Subscribed and Invested Capital, 1,000,000*l*.

DIRECTORS.

Joseph Reid, Esq., Chairman.
Samuel Hibbert, Esq., Deputy Chairman.

Michael Bland, Esq.	James Pattison, Esq., M.P.
Andrew Colvile, Esq.	Henry Pearse, Esq.
George H. Cutler, Esq.	Henry J. Prestcott, Esq.
John H. Deffell, Esq.	George Reid, Esq.
Daniel Mildred, Esq.	W. R. Robinson, Esq.
James G. Murdoch, Esq.	Newman Smith, Esq.
John Horsley Palmer, Esq.	Richard Smith, Esq.

AUDITORS.

Charles Cave, Esq.

George Field, Esq. | Thomas Newman Hunt, Esq.

Four-fifths of the *profits* made by this Company will be appropriated to Policies every *Five Years* without the Insured incurring the personal responsibility attached to Mutual Societies.

The Profits to Policies of twenty years' standing, on the 31st January, 1841, are shewn in the following Examples:—

Age at Entry.	Sum insured.	Annual Premium.			Bonus added.	Cash paid on surrender of Bonus.			Or Premium reduced to		
	£	£	s.	d.	£	£	s.	d.	£	s.	d.
15	1000	19	5	10	350	122	18	11	12	0	1
20	1000	21	15	10	350	135	8	9	13	5	11
30	1000	26	14	[illegible]	350	166	18	10	14	8	[illegible]
40	1000	33	19	2	350	201	4	5	16	15	1
50	1000	45	6	8	350	240	1	3	15	18	9
60	1000	68	18	4	350	281	1	2	8	15	9

The Next Appropriation of Profits will be made in the year 1846, and persons then insured will participate therein, according to the number of Annual Premiums paid since the last appropriation.

Insurances without participation in profits may be effected at reduced rates of premium.

Prospectuses may be had at the Company's Offices in London, or on application to the Agents in the principal towns throughout the kingdom.

By order of the Directors,
SAMUEL INGALL, Actuary.

LONDON REVERSIONARY INTEREST

SOCIETY, 4, New Bank-buildings, and 10, Pall-mall East. Established in 1836, for the purchase of Reversionary Property, Policies of Insurance, Life Interests, Annuities, &c.

Capital, £400,000, in 8,000 Shares, of £50 each.

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Parties desirous of disposing of Reversionary Property, on equitable terms, and without unnecessary delay, may obtain blank forms of proposal on application to the Secretary or Actuary of the Society.

JOHN KING, Actuary.

Gazette, April 9.—To be allowed April 30.
Clegg, T. ironfounder, Wigan.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, April 2.

Alsbury, W. victualler and fly proprietor, Bath.—*Ashton*, H. joiner, Manchester.—*Barrett*, J. surgeon, Bath.—*Bayfield*, W. H. fishmonger, Duncan-place, City-road.—*Blepham*, J. out of business, Manchester.—*Boswood*, F. spinster, Tavistock-st. Covent-garden. — *Bottom*, G. cloth weaver, Huddersfield.—*Brown*, E. out of business Harescomb.—*Davison*, J. boarding-house keeper, Liverpool.—*Ellis*, T. stone mason, Bakewell.—*Fox*, G. beer retailer, Thomas-st. New Kent-road.—*Frankis*, T. jun. out of business, Gloucester. — *Gough*, W. out of business, Warfield, Berks.—*Grimani*, C. traveller, Frederick-place, Old Kent-road.— *Harrison*, T. knife manufacturer, Sheffield.—*Hind*, M. victualler, New-st. Covent-garden. — *Lister*, J. worsted spinner, Halifax. — *M'Carthy*, W. clothier, Portsmouth. — *M'Gurk*, E. tailor, Southampton. — *Martin*, H. wheelwright, Chelmsford. — *Page*, R. sen. out of business, Neithrop, Oxfordshire.— *Perry*, J. livery-stable keeper, Ann's-place, Lant-st. Southwark.—*Pratt*, W. W. clerk, Peckham.—*Prichard*, R. clerk, Park-road, Marylebone. — *Samuell*, J. dyer and scourer, Guildford. — *Standley*, G. plumber, Northampton. — *Stephens*, W. H. undertaker, Peckham.—*Young*, W. gentleman's servant, Tulse-hill.

Gazette, April 5.

Austwick, W. labourer, Monk Fryston, Yorkshire.—*Banes*, N. victualler, Bath.—*Bettles*, J. boot maker, Robert-st. Chelsea.—*Blow*, J. A. captain, Bennett-place, Bethnal-green-rd.—*Cafley*, J. J. fish merchant and weaver, Great Yarmouth.—*Culnert*, W. tailor, Broadwater.—*Carter*, W. pig jobber, Artillery-row, Westminster.—*Cock*, J. labourer, Chapel Allerton, Somersetshire. —*Davison*, J. boarding-house keeper, Liverpool.—*Habbijam*, G. jun. out of business, Crescent-st. Euston-sq.—*Hargreaves*, J. shoe maker, Blackburn.—*Haworth*, H. labourer, Bacup, Lancashire.—*Heffill*, G. tailor, Chenie-st. Bedford-sq.—*Jacobs*, S. agent, Great Union-st. Borough-road.—*Johnson*, H. butcher, Liverpool.—*Linscott*, W. wood turner, Exeter.—*Morton*, F. table knife manufacturer, Sheffield.—*Neal*, W. cattle dealer, Flower's-place, Holloway.—*Perry*, F. W. out of business, Poslingford, Suffolk.—*Rust*, J. watch maker, Ladbrook-grove, Notting-hill.—*Seymour*, G brewer, Brighton.—*Sladden*, T. out of business, Herne-bay.—*Torbock*, J. R. clerk, George-yard, Milton-st.—*White*, W. carriers' agent, Sheffield.—*Woollett*, J. S. R. ink manufacturer, Powis-st. Woolwich.

PETITIONS TO BE HEARD AT BASINGHALL-STREET.

Gazette, April 2.

Brown, J. tailor, Clifton-st. Finsbury, April 13, at eleven. —*Titchmarsh*, G. farmer, Foxton, April 13, at twelve.—*Watson*, W. professor of music, Dean-st. Soho, April 8, at half-past twelve.—*Webb*, J. O'H accountant, Greenwich, and Sun-court, Cornhill, April 18, at eleven.

Gazette, April 5.

Bartram, S. St. Mary-st. Whitechapel, April 8, at twelve. —*Bennett*, N. coach smith, Church-st. Waterloo-road, April 11, at two.—*Chaulk*, W. R. farmer, Blackmore, April 16, at half-past eleven.—*Gear*, J. professor of music, Howland-st. Fitzroy-sq. April 10, at half-past eleven.—*Hazael*, W. miller, Poplar, April 11, at one. — *Hole*, W. out of business, Maida-hill West, April 10, at twelve.—*Hollis*, T. master mariner, Northwood, April 13, at eleven.— *Hunt*, J. farmer, Hadham, April 11, at two. — *Palmer*, R. omnibus conductor, West Ham, April 10, at twelve. —*Slade*, J. carpenter, Bexley-heath, April 16, at half-past one.—*Slerck*, C. greengrocer, Grosvenor-road, Pimlico, April 16, at one.—*Storey*, H. J. out of business, Arundel-st. Haymarket, April 11, at two.—*Stuckfield*, J. harness maker, John-st. North, St. Marylebone, April 11, at two.

FINAL ORDERS.

Gazette, April 2.

Bacon and *Wayman*, wire workers, Barbican, April 15, at one.—*Brown*, W. baker, Waterloo-road, April 13, at twelve. —*Cambden*, G. nautical brazier, Meeting-house-alley, Calvert-st. Old Gravel-lane, April 15, at half-past one.—*Camp*, M. out of business, Abingdon, April 15, at twelve.—*Dennes*, G. attorney, Great Vine-st. April 11, at one.—*Ginder*, H. N. jun. out of business, Compton-st. Ball's-pond, April 13, at eleven. — *Hinchliff*, W. haberdasher, Marlborough-road, Chelsea, April 13, at eleven.—*Mantle*, J. hair dresser, Bedford, April 13, at twelve.—*Marston*, J. sen. watch maker, Castle-st. Leicester-sq. April 11, at one.—*Pither*, E. cattle dealer, Hammersmith, April 15, at twelve.—*Steward*, R. victualler, Wych-st. Drury-lane, April 15, at half-past twelve. —*Wingham*, T. York-ter. Borough-road, oilman, April 15, at half-past eleven.—*Wood*, C. bookbinder, Charlotte-st. Blackfriars-road, April 15, at half-past twelve.

Gazette, April 5.

Claydon, W. jun. boot maker, Rochford, April 16, at twelve.—*Clayton*, J. cooper and brewer, White Hart-st. Kennington, April 16, at eleven.—*Cramer*, H. G. out of employ, Regent-st. Lambeth, April 16, at two.—*Eagleton*, W. hat manufacturer, St. Alban's, April 16, at half-past twelve. —*Edwards*, G. builder, Ipswich, April 16, at half-past twelve. —*Elcock*, S. clerk, Liverpool-st. King's-cross, April 17, at eleven.—*Gomperts*, L. out of business, Kennington-green, April 16, at one.—*Grose*, G. R. cook, Oxford, April 16, at two.—*Jarrald*, F. bricklayer, Bury St. Edmunds, April 20, at twelve.—*Johnson*, W. H. pork butcher, Parker's-row, Bermondsey, April 17, at eleven.—*M'Craight*, C. engraver, Perceval-st. April 16, at twelve.—*Martindale*, T. clerk, Bury-st. Bloomsbury, April 16, at one.—*Robottom*, T. gentleman's coachman, Great Scotland-yard, Westminster, April 17, at half-past two.—*Rolfe*, S. jun. wine cooper, Great St. Helen's, April 16, at half-past eleven.—*Russell*, M. H. plumber, Union-st. Borough, April 16, at two.—*Shaw*, A. W. employed in the Customs, Stratford-le-Bow, April 16, at eleven. —*Sigrist*, D. tin plate worker, St. Thomas the Apostle, April 16, at half-past eleven.—*Turner*, T. J. carpenter, Foley-st. Marylebone, April 16, at half-past twelve.—*White*, D. out of business, Gloucester-place, Walworth, April 16, at two.— *Woods*, E. butcher, High-st. Stoke Newington, April 20, at twelve.

PETITIONS TO BE HEARD IN THE COUNTRY.

Gazette, April 2.

Chadwick, W. worsted spinner, Bradford, April 6, at eleven, Leeds.

Gazette, April 5.

Bate, T. land agent, Neath, April 12, at half-past eleven, Bristol.—*Dickenson*, W. baker, Nottingham, April 12, at half-past eleven, Birmingham.—*Gregory*, D. coal merchant, Cheltenham, April 11, at half-past twelve, Bristol.—*Griffiths*, W. grocer, Whitford, April 16, at one, Liverpool.—*Griffiths*, J. T. victualler, Llanelly, April 12, at half-past eleven, Bristol.—*Hill*, J. fruiterer, Rochdale, April 10, at twelve, Manchester.—*Hill*, R. baker and builder, Cheltenham, April 11, at half-past one, Bristol.—*Hooper*, T. accountant, Eccles, April 10, at twelve, Manchester.—*Hughes*, T. farmer, Newland, April 11, at twelve, Bristol.—*Jackson* and *Jackson*, bobbin and skewer turners, Ashton-under-Lyne, April 10, at twelve, Manchester.—*Kerrison*, J. retail provision dealer, Hyde, April 10, at one, Manchester.—*Lucas*, P. commission agent, Congleton, April 9, at twelve, Manchester.—*Minchew*, T. carpenter and joiner, Wolverhampton, April 11, at eleven, Birmingham.—*Phillips*, M. S. butcher, Cheltenham, April 11, at eleven, Bristol.—*Taylor*, G. butcher, Prestbury, April 9, at one, Manchester.—*Turner*, J. shoemaker Mottram-in-Longdendale, April 10, at twelve, Manchester.—*Weatherstone*, E. plumber and glazier, Cheltenham, April 11, at half-past eleven, Bristol.

FINAL ORDERS.

Gazette, April 2.

Bailey, J. servant, Bingley, April 13, at eleven, Leeds.— *Bates*, D. card maker, Lindley, April 13, at eleven, Leeds.— *Carman*, H. tailor, Holywell, April 13, at twelve, Liverpool. —*Hemsworth*, J. farmer, Sherburn, April 13, at eleven, Leeds.—*Jackson*, J. grocer, Skipton, April 13, at eleven, Leeds.—*Lobley*, J. cloth dresser, Huddersfield, April 13, at eleven, Leeds.—*Lord*, R. farmer, Huddersfield, April 13, at eleven, Leeds.—*Patterson*, C. A. book-keeper, Leeds, April 13, at eleven, Leeds.—*Procter*, T. servant, Leeds, April 13, at eleven, Leeds.—*Randle*, F. grocer, Dudley, April 15, at half-past ten Birmingham.

Gazette, April 5.

Campbell, J. out of business, Boston, April 17, at eleven, Birmingham.—*Carlisle*, J. T. schoolmaster, Eccles, April 16, at one, Manchester.—*Copson*, W. hatter, Grantham, April 17, at half-past ten, Birmingham.—*Cowsill*, J. bricklayer, Lymm, April 16, at one, Manchester.—*Davies*, J. carpenter, Dyserth-mill, April 17, at one, Liverpool.—*Gregory*, T. chymist, Prestbury, April 17, at one, Manchester.— *Hughes*, C. plumber, Sefton, April 17, at half-past twelve, Liverpool.—*Humble*, R. assistant draper, Glossop, April 16, at one, Manchester.—*Owen*, T. retail dealer in beer, Liverpool, April 16, at eleven, Liverpool.—*Robinson*, D. general wharfinger, Sneiton, April 17, at half-past one, Birmingham. —*Simpson*, J. tailor, Manchester, April 16, at one, Manchester.—*Ward*, R. out of business, Lydney, April 16, at eleven, Bristol.—*Worrall*, G. employed at the Post-office, Birmingham, April 16, at half-past twelve, Birmingham.— *Wright*, C. out of business, Shipston-upon-Stour, April 19, at twelve, Birmingham.

TO BE HEARD BY ORDER OF COURT.

Town.

The following Prisoners, whose Estates and Effects have been vested in the Provisional Assignee by Order of the Court, having filed their Schedules, are ordered to be brought up before the Court in Portugal-street, to be dealt with according to the Statute.

Gazette, April 2.

Court-house, Portugal-street, April 25, at nine.

Arnold, G. W. out of business, Lisson-st. Paddington.— *Cheel*, T. A. bricklayer, Little Albany-st.—*Francis*, W. A. upholsterer, Montague-st. Marylebone. — *Hagarty*, W. broker, Rosemary-lane.—*Jervis*, H. Z. attorney, Moorgate-st.—*Lazarus*, P. rag merchant, Parson-st. Ratcliff-highway, and Union-st. St. George's East.—*Marshall*, J. H. attorney, Wilson-st. Gray's-inn-road, and Coleman-st.—*Neeve*, W. baker, Ratcliff-highway.—*Newton*, I. pen and quill merchant, Minories.—*Rice*, J. jun. hair dresser, Mortimer-st. Cavendish-square.

Same hour and place, April 26.

Ambridge, F. corn dealer, Brewer-st. Somers-town.— *Barford*, J. literary agent, York-road, Lambeth.—*Barrè*, E. P. L. advocate, Charter-house-sq.—*Cocker*, E. commission agent, Queen-st. Cheapside.—*Colla*, A. bird-cage manufacturer, Albemarle-st. St. John-st.—*Franks*, J. F. carpenter, Castle-st. Bethnal green.—*Holmes*, J. housekeeper, Tottenham-green. — *Mace*, W. S. sen. tailor, Castle-st. Southwark-bridge-road. — *Perdreaux*, J. B. M. carpenter, Charter-house-sq. — *Stiles*, J. out of business, Queen-st. Edgeware-road.

Gazette, April 5.

Court-house Portugal-street, April 29, at nine.

Blackwell, G. carpenter, Sydenham.—*Doery*, C. fishmonger, Hungerford-market, and Hayes-court, Newport-market. —*Fort*, T. out of business, Albion-st. Rotherhithe.—*Gollings*, R. butler, Carburton-st. Fitzroy-sq.—*Hotham*, W. B. gentleman, Wheathampstead.—*Hunter*, W. out of business, Parson's-st. Upper East Smithfield.—*Maguire*, J. out of business, Blackfriars-road. — *Robertson*, A. W. baker, Stoke Newington-road, West Hackney.—*Russell*, G. painter, New-st. Lambeth.—*Wood*, H. F. wholesale milliner, William-st. Albany-st. and Little Albany-st. Regent's-park.

Same hour and place, April 30.

Beaumont, A. livery-stable keeper, Great Chapel-st. Westminster.—*Clifton*, J. H. barman, Strutton-ground.—*Deane*, J. horse clipper, Chapel-st. Stockwell.—*Drewett*, J. beer retailer, Gill-st. Limehouse.—*Edwards*, C. lodging-house keeper, Middlesex-place, New-road.—*Elphick*, J. messenger, Owen's-row, Goswell-road.—*Farr*, W. B. boot maker, Charlton-st. Somers'-town.—*Hudson*, T. C. plumber, Harrow-on-the-Hill.—*Richard*, E. out of business, Princes-st. Duke-st. St. James's.—*Throsby*, G. poulterer, High-st. Stoke Newington.

From the Gazette of Friday, April 12.

Bankrupts.

Clack, C. haberdasher, Beech-st. Barbican.—*Saunders*, S. lodging-house keeper, Golden-sq. St. James's.—*Palmer*, F. W. colonial broker, Mincing-lane.

Sales by Auction.

DURHAM.

DARLINGTON & MIDDLESBROUGH.—To be peremptorily SOLD by AUCTION, at the King's Head Inn, in Darlington, in the county of Durham, on Tuesday, April 16, 1844, at two o'clock in the afternoon, in the following or such other lots as may be specified at the time of sale, and subject to such conditions as shall be then and there produced, Mr. JOHN BAKER, Auctioneer.

Lot 1.—All that Extensive FLAX and TOW MILL, in full operation and in excellent repair, advantageously situated in Priestgate, in Darlington, in the county of Durham, comprising a capital Steam Engine, 28 horse-power (fire-proof), made by Messrs. Fenton, Murray, and Wood, of Leeds, and Two Cylinder Boilers, 30 horse-power each, with fire feeders and necessary apparatus; 26 Spinning Frames, containing 818 Flax and Tow Spindles; one Twisting Frame, containing 16 Spindles; five double modern built Carding Engines; seven ditto of less size; a Breaking Card; numerous Drawing and Roving Frames; 30 Balling Machines, for Shoe-thread; two Flax-dressing Machines, on the most approved principle; a Pressing Machine; Shafts, Furniture, Gearing, and all the requisites for putting the whole into operation: also a conveniently furnished Counting-House; a capital Warehouse, that will contain upwards of 300 Tons of Flax; and several other warehouses for various purposes; flax-dressing shops for 30 dressers; with every necessary convenience for carrying on an extensive trade. The business connection attached to the above premises is of great value, having been established for a long series of years.

Also an excellent modern-built Dwelling-house, containing drawing, dining, and breakfast rooms, kitchens, cellars, wash-house, and five lodging-rooms; a gig-house, a stable for three horses, and a large garden behind, well stocked with fruit-trees.

The mill is lighted with gas, warmed with steam-pipes, and in good condition; it is well situated, adjoining Messrs. Pease's Mill Dam, with a plentiful supply of water; and the dwelling-house fronts the public street of Priestgate.

The whole of the above premises are of freehold tenure, and the land-tax is redeemed.

Lot 2.—All that newly-erected Freehold SAIL-CLOTH MANUFACTORY, now let to highly respectable tenants and in full operation, and the warehouses, offices, and other extensive buildings, adapted for a Rope Manufactory, connected therewith, situate at Middlesbrough-on-Tees, in the county of York; a High-pressure Engine, of 16-horse power, with boiler, shafting, and other necessary appendages; also 40 new Patent Mathematical Power Looms, with the necessary winding and warping machines, calenders, &c. And also all that piece or parcel of Freehold Ground, adjoining the said factory, capable of being divided and sold in building sites, and containing about two acres, and which will be sold with the factory, or in such lots as may be specified at the time of sale.

Mr. John Goldsbrough, on the premises at Darlington, will shew Lot 1, and Mr. Reed, on the premises at Middlesbrough, Lot 2; and further particulars may be ascertained on application to Mr. WISE, Solicitor, Ripon; or, Mr. PEACOCK, Solicitor, Darlington and Middlesbrough.

Darlington, March 30, 1844.

HIGHLY VALUABLE & DESIRABLE ESTATE, at RYTON-UPON-DUNSMORE, in the county of Warwick.—To be SOLD by AUCTION by Mr. JOHN MOORE, on Friday, May 3, 1844, at four o'clock in the afternoon, at the King's Head Hotel, in the city of Coventry, in one or more lots, as may be agreed upon at the time of sale, and subject to such conditions as shall be then and there produced, all that most eligible farm and farm-house, with the barns, cowsheds, stables, outbuildings, and appurtenances, known as the Prebend Rectory, or Parsonage of Rinton, otherwise Ryton, with the lands thereto belonging, comprising a compact estate of about 362 acres, consisting of very fertile arable, meadow, and pasture la[illegible], occupied under a twenty-one years lease from the Prebendary of Ryton, subject to the tenant right of renewal, together with all hereditaments and advantages to the estate belonging. The whole estate is situate in the parish of Ryton-upon-Dunsmore, distant about four miles from the city of Coventry, and about eight miles from the fashionable spa of Leamington; the contiguity to which towns, the London and Birmingham railroad and neighbouring canals, as well as the Holyhead-road, passing through the property, afford excellent facilities for the sale of produce and purchase of manure.

The principal portion of the arable land is a fine sandy loam, and the meadows adjoining the river Avon are capable of complete irrigation at proper seasons.

The estate is subject to certain rents and reservations of small amount, which, with the annual payment by way of fine on renewal, will be fully explained at the time of sale, or in printed particulars, to be circulated previous to the sale.

To capitalists, or for occupation, this estate presents peculiar advantages. It is situated in a fine hunting district, and combines within itself the uninterrupted right of sporting, with great facilities for preserving game, as well as the right of fishery in the river Avon, which, to a considerable extent, bounds the property.

The estate may be viewed on application to Mr. WILLIAM KELLAM, of Ryton-upon-Dunsmore, who will shew plans and furnish particulars; and any further information may be obtained on application to Mr. JOHN BURBURY, of Leek Wootton Grange, near Kenilworth, Warwickshire; Mr. THOMAS POTTER BURBURY, Solicitor, Birmingham, and his Agents, Messrs. PARKES, CARY, BLOUNT, and BROOKFIELD, No. 12, Bedford-row, London; or of the Auctioneer, at his offices, Church-street, Warwick, and Upper Parade, Royal Leamington Spa, Warwickshire.

TO SOLICITORS.—Good and Cheap Writing Papers.—Good useful Letter-paper, 6s. per ream. Best that can be had, 11s. per ream. Fine Blue Wove [illegible] 6d. Best Draft, a capital paper, 9s., usually [illegible] Superfine laid Foolscap, 15s. per ream. [illegible] [illegible]rial, 19s. Ditto, best make, 21s. Finest Ver[illegible] 6d. per lb., warranted equal to any sold at 5s. [illegible] Satin Envelopes, 7s. per Thousand, any size. [illegible] warranted, and exchanged if not approved of. [illegible] attended to, and sent within three miles [illegible] [illegible] only at W. PARKINS, Stationery W[illegible] [illegible]ay-street, Oxford-street.

Sale of Books.

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MR. HODGSON will sell by AUCTION, at his Great Room, 192, Fleet-street (corner of Chancery-lane), on Wednesday next, April 17, and following day, at half-past twelve,

Valuable law books, including the library of Mr. H. O. Stuteley, Solicitor, a bankrupt (by order of the assignees), among which are fine sets of Ruffhead's and Pickering's Statutes at Large, to 5 & 6 Victoria, the Year-Books, Viner's, Petersdorff's, and Bacon's Abridgements; Comyn's and Cruise's Digests, the Law Journal to 1844, complete series of the Modern and Old Reports in Law and Equity, treatises and books of practice.

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TO RAILWAY SHAREHOLDERS.— The First Number of THE RAILWAY CHRONICLE will appear on Saturday next, 20th of April. A detailed Prospectus will be sent free, by post, to all who furnish their address to the Office, 14, Wellington-street North, Strand, London.

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This Society has been formed for the purpose of assisting the amendment of the Law, and improving the administration of justice. Although great alterations have been recently made in many departments of the Law, it is admitted that both the Law itself and the mode of its administration are still capable of improvement.

The Society is fully impressed with the conviction, that any further alteration should be made with the utmost caution and circumspection. But it is of the utmost importance to the community, that safe and expedient alterations in the Law should be proposed and investigated; that all information as to them should be brought before the legislature and the public, and that they should be encouraged and supported by all legitimate means.

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4th. To publish from time to time, under the sanction of the Society, such suggestions as may seem to deserve more than ordinary consideration.

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FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 55.] SATURDAY, APRIL 20, 1844.

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NOTICE.—In the Matter of RICHARD FRIFT, late of Cheriton, in the county of Southampton, Yeoman, who died at Cheriton aforesaid, in or about the 20th day of August, 1820.

The children of the above named testator's two sisters FRANCES the wife of WILLIAM WEBB, formerly of Boarhunt, in the county of Southampton Labourer, deceased, and HANNAH the wife of WILLIAM BIGGS, formerly of Botley, in the said county of Southampton Labourer deceased will hear of SOMETHING to their ADVANTAGE on applying either personally or by letter, to Messrs DUNN, HOPKINS, and CARTER, Solicitors, Alresford, Hants, or to Mr PULLEN Solicitor, Warminster, Wilts.

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The Editor has very readily attended to the speedy call for a second edition of the present volume, as it would seem to shew that the plan of editing it has met the approbation of the Profession. He is confirmed by it in his opinion that the more useful mode of conveying the alterations in the law to the reader, since the original work was published, is to incorporate them into the text, rather than to append them by note; but he could not be the first to offer an edition of the whole work to the Profession on this plan, without great diffidence. No one, indeed, acquainted with the recent changes in the law, can peruse this volume, without perceiving that they render it in many of its parts almost useless in its original state; and the alterations in the law, even in the last three years, have been so considerable as materially to affect many chapters. The recent Acts of Parliament, and the orders and rules founded on them, and the changes effected by both as to the courts of law and equity, and as to process and pleading (the chapters relating to which subjects are the most important in this volume), have rendered the original text almost a dead letter; and those, as it appears to the Editor, can only be given with effect by being incorporated with the text.

The Editor has, in the present edition, revised and enlarged his former labours: and he has not only added the alterations by statute and decision since its publication down to the present time; but the authorities of the original text of Blackstone have been carefully examined, and he believes they will now be found to be correct.

In the present edition of this volume the Editor has thought it consistent with his plan to give a short account of the summary or equitable jurisdiction of the courts of common law, and considerably to enlarge the concluding chapter on equity. The summary jurisdiction of courts of common law has been considerably increased; and the principles and subjects of jurisdiction of the Court of Chancery have been materially altered and extended since the period at which the commentaries were completed, and the Editor has endeavoured to present these alterations in a short, but comprehensive view, to the reader. In this edition, therefore, three new chapters are added—Chapter XIX. "On the Summary or Equitable Jurisdiction of the Courts of Common Law;" and the last chapter "Of Proceedings in the Courts of Equity," has been expanded into three—Chapter XXVIII. "Of the General Nature of Equity;" Chapter XXIX. "Of the Matters Cognizable by Courts of Equity;" and Chapter XXX. "Of Proceedings in the Courts of Equity." In all other respects the same plan has been pursued as in the former edition; the whole of the original text and arrangement being preserved, and a reference in the side margin being made to the original paging of Blackstone; by attending to which, it may easily be seen what alterations or additions have been made; and this, perhaps, may be found a useful practice for the student.

The Editor, therefore, in conclusion, trusts that this edition will not be found less useful than the last; and he can assure the reader that the bare statement of all the changes in the law has required all the care and attention in his power.

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5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, **and only one-half need be paid for the first Five Years,** where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

IMPERIAL LIFE ASSURANCE COMPANY,

Sun-court, Cornhill, and 5, St. James's-street, London. Instituted 1820. Subscribed and Invested Capital, 1,000,000*l*.

DIRECTORS.

Joseph Reid, Esq., Chairman.

Samuel Hibbert, Esq., Deputy Chairman.

Michael Bland, Esq.	James Pattison, Esq., M.P.
Andrew Colvile, Esq.	Henry Pearse, Esq.
George H. Cutler, Esq.	Henry J. Prescott, Esq.
John H. Deffell, Esq.	George Reid, Esq.
Daniel Mildred, Esq.	W. R. Robinson, Esq.
James G. Murdoch, Esq.	Newman Smith, Esq.
John Horsley Palmer, Esq.	Richard Smith, Esq.

AUDITORS.

Charles Cave, Esq.

George Field, Esq. | Thomas Newman Hunt, Esq.

Four-fifths of the *profits* made by this Company will be appropriated to Policies every *Five Years* without the Insured incurring the personal responsibility attached to Mutual Societies.

The Profits to Policies of twenty years' standing, on the 31st January, 1841, are shewn in the following Examples:—

Age at Entry.	Sum insured.	Annual Premium.	Bonus added.	Cash paid on surrender of Bonus.	Or Premium reduced to
	£	£ s. d.	£	£ s. d.	£ s. d.
15	1000	19 5 10	350	122 18 11	12 0 1
20	1000	21 15 10	350	135 8 9	13 5 11
30	1000	26 14 2	350	166 18 10	14 8 8
40	1000	33 19 2	350	201 4 5	15 15 1
50	1000	45 6 8	350	240 1 3	15 18 9
60	1000	68 18 4	350	281 1 2	8 15 9

The Next Appropriation of Profits will be made in the year 1846, and persons then insured will participate therein, according to the number of Annual Premiums paid since the last appropriation.

Insurances without participation in profits may be effected at reduced rates of premium.

Prospectuses may be had at the Company's Offices in London, or on application to the Agents in the principal towns throughout the kingdom.

By order of the Directors,

Samuel Ingall, Actuary.

NORTH BRITISH INSURANCE COMPANY.

Established 1809.

Protecting Capital, 1,000,000*l*., fully subscribed.

His Grace the DUKE of SUTHERLAND, President.

Sir PETER LAURIE, Alderman, Chairman of the London Board.

Extract from Table of Increasing Premiums to insure 100*l*. for Life.

Age.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Remainder of Life.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
20	0 18 2	0 19 2	1 0 [illegible]	1 2 5	1 3 [illegible]	1 12 [illegible]
30	1 3 9	1 5 2	1 [illegible] [illegible]	1 [illegible] 4	1 10 [illegible]	[illegible]
40	1 11 10	1 13 9	[illegible]	1 16 1	2 [illegible] [illegible]	[illegible]
50	2 4 9	2 7 11	[illegible]	2 14 10	2 [illegible] [illegible]	4 [illegible] [illegible]

Tables of Premiums, at all ages, with the names of the President, Vice-Presidents, Directors, and Managers, who are all responsible Partners, may be obtained of Messrs. B. and M. BOYD, 4, New Bank-buildings, or of the Actuary, 14, Pall Mall East.

[illegible], Actuary.

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

There has occurred a depreciation in the value of the English funds, since our last report, to the extent of one per cent. No satisfactory reason is assigned for this depression, which has to some extent affected both the Foreign and Share markets. The latest prices are as follows:—Consols, 99½ to ⅝; Bank Stock, 196 to 197; Exchequer Bills, 74 to 76 prem.; India Stock, 290 to 292; Three per Cents. Reduced, 98¾ to ⅞; Three-and-a-Half per Cents. Reduced, 102⅜ to ½; New Three-and-a-Half per Cents., 103 to ⅛; Long Annuities, 12 7-16; and India Bonds, 91 to 93 prem.

The most remarkable feature in the Foreign market has been a fall in Spanish and Mexican bonds. The following are the closing quotations:—Spanish Active Bonds, 24¾ to ⅞; the Three per Cents., 35⅞ to 6⅛; Deferred, 14⅞ to 15⅛: Passive, 6¼ to ⅜; Peruvian, 30 to 1; Portuguese Converted, 46 to 7; Mexican, 34¾ to 5; Deferred, 15⅛ to ¾; Danish, 88 to 9; Dutch Two-and-a-Half per Cents. 60¼ to ⅜; Dutch Fives, 100¼ to ¾; Belgian, 104 to 5; Brazilian, 80 to 1; Buenos Ayres, 36 to 8; Chilian, 102 to 4; Colombian, ex Venezuela, 14½ to ¾.

The fall in the English funds has operated unfavourably on the Share market. Sales have been few, and business flat. Subjoined are the latest prices:—London and Birmingham Shares, 227 to 9; New Quarter Shares, 26 to 7; New Thirds, 38 to 9; South Western, 83½ to 4½; Eighths, 3⅞ to 4⅛ prem.; London and Brighton, 43½ to ¾; New, 11¼ to ⅛; Blackwall, 6⅛ to ⅜; Greenwich, 5 to ½; Croydon, 17¼ to ½; Manchester and Leeds, 110 to 12; New, 47 to 8; Quarter Shares, 9 to ½; Manchester and Birmingham, 50 to 1; Birmingham and Derby, 61 to 3; Thirds, 20 to [illegible] Eighths, 4 to ½; Midland Counties, 88 to 90; North Midland, 89 to 91; Edinburgh and Glasgow, 66 to 7; New, 16¼ to ¾; Great Western, 110½ to 111½; Half Shares, 71 to 2: Fifths, 19⅛ to 20; South Eastern, 35⅝ to 6; New, 5⅛ to 6 premium; Northern and Eastern, 57 to 8; Eastern Counties, 13 to ¼; New Registered, 15 to ¼; Perpetual Five per Cents., 1⅛ to ¼ premium; Birmingham and Gloucester, 92 to 4; Hull and Selby, 59½ to 60½; Bristol and Exeter, 73¼ to 4½; Paris and Orleans, 36¼ to ⅝; Paris and Rouen, 37 to ¼; Rouen and Havre, 7¼ to ¾ prem.; Chatham and Portsmouth, 1⅛ per share; Dublin and Cashel, 5⅛; Newcastle and Darlington Junction, 42; North British, 2¾ to ⅞; Norwich and Brandon, 7⅛; York and North Midland, 116½; Half Shares, 58½; Scarborough Branch, 19½; Marseilles and Avignon, 16¾; Strasbourg and Bale, 11¼.

In Joint Stock Banks—London Joint Stock, 13⅛; London and Westminster, 25⅛; National Provincial of England, 34½ to ¾; New, 9½; Union of Australia, 26¼.

In Mines—Bolanos Scrip, 7½; Brazilian Imperial (issued at 5*l*. prem.), 11½; Santiago de Cuba, 9½.

Public Sales.

By Messrs. HARVEY and GEORGE, at the Mart.

Twenty-two acres of freehold marsh land, lying in two enclosures in West Ham Level, Essex, known as Billing's Corner—1,980*l*.

A piece of freehold grazing land, containing 8a. situate in West Ham Level, Essex, known as Mug's Pond—550*l*.

A piece of freehold marsh land, containing 2a. 18p. known as Pinfold Marsh—160*l*.

A piece of freehold grazing land, containing 2a. 28p. situate in West Ham Level, known as Money Gates Marsh—170*l*.

A piece of freehold grazing land, containing 2a. 3p. situate in West Ham Level, known as Two Acre Pittle Marsh—170*l*.

Two pieces of freehold grazing land, containing 5a. 25p. lying in two enclosures, near the Abbey Arms Inn, at Plaistow, Essex—490*l*.

19a. 2r. 11p. of copyhold marsh land, in the parish of West Ham, Essex—690*l*.

Three enclosures of freehold marsh land, containing 26a. 1r. 21p. situate in Plaistow Level, known as Cam Bridge—2,200*l*.

Two enclosures of freehold marsh grazing land, containing 14a. 16p. known as Carter's Fourteen Acres—1,160*l*.

A piece of freehold marsh land, containing 19a. 1r. 35p. known as Cowlett's, situate near the Ferry House, Woolwich, Kent—1,630*l*.

A freehold estate, consisting of five residences, with gardens, coach-house, stabling, outhouses, and premises, six cottages, and [illegible] acres of pasture land, situate at Plaistow; let for [illegible] years at ground-rents amounting to 97*l*. per annum—[illegible]

A piece of freehold pasture land, containing seven acres, situate at [illegible]

A piece of freehold [illegible] land, situate at Plaistow, Essex, containing [illegible] acre, abutting upon a lane known as [illegible]

By Messrs. DANIEL SMITH and SON.

A freehold parcel of rich deep arable land, in Erith Marsh, containing 15 acres, between Woolwich, Erith, and Walling, Kent, the land-tax redeemed—880*l*.

An annuity of 25*l*. since reduced to 12*l*. 10s. for 85 years, from September 1809, and a free admission to Covent-garden Theatre—200*l*.

By Messrs. MUSGROVE and GADSDEN.

Three freehold houses, Nos. 19, 20, and 21, New-street, Cloth-fair, Smithfield, let at 32*l*. each per annum—1,000*l*.

Four houses, Nos. 1, 2, 3, and 4, Kendar-street, Old Kent Road, let at 72*l*. per annum; held for 59½ years, at 16*l*. per annum—540*l*.

Two houses at the rear of the preceding lot, held for 59½ years, at 6*l* per annum—175*l*.

By Mr. MOORE.

A house, No. 23, Sidney-square, Commercial-road, held for 57 years from September 1843, at 3*l*. 10s. per annum—375*l*.

A house, No. 60, Green-street, Mile-end, held for 69 years, at a ground-rent of 4*l*. per annum—430*l*.

A house, No. 21, Watney-street, Commercial-road, and a piece of ground, held for 52 years from June, 1848, at a ground-rent of 3*l*. per annum—120*l*.

By Messrs. FAREBROTHER, CLARK, and LYE, at Garraway's.

The reversionary life interest of the bankrupt, Mr. Benjamin Hart Thorold, aged 44 years (whose life is insurable) expectant on the death of a lady, the present tenant for life, who is now in the 72nd year of her age, of and in the manors of Harmston and Rowlston, the advowsons of the vicarage of Harmston and Rowlston, and valuable freehold estates, situate in the parishes of Harmston, Auborn, Rowlston, Colehy, and Waddington, in the county of Lincoln. The net income of the reversionary life estate is 3,992*l*. 3s. 5½d.; and also two annuities, or annual sums of 400*l*. and 649*l*. 16s. payable during the life of the present tenant for life to the bankrupt, and charged upon the said estates—30,500*l*.

The reversionary interest in money in the funds, being the share and interest of the vendor in, and being part of a sum of 10,000*l*. Three per Cent. Consolidated Bank Annuities, standing in the name of the Accountant-General of the Court of Chancery, in the cause of "*Small and Others v. Lucas and Others*;" total presumed amount of vendor's interest—viz. balance of legacy, 1,106*l*. 5s. 6d.; interest thereon to the present time, 708*l*.; one-third of residue, 761*l*. total, 2,575*l*. 5s. 6d.; deduct legacy duty at 10 per cent. which will be payable on the above, 257*l*. leaving 2,318*l*. 5s. 6d.—1,090*l*.

The building lease, of which 50 years will be unexpired at Midsummer, 1844, subject to a ground-rent of 26*l*. per annum, of a residence, situate No. 11 in York-street, Portman-square; at the back of the house, in York-mews, a coach-house and three-stall stable, with room and loft over—920*l*.

A house and shop, No. 19, Park-lane, Kennington-cross; held for 99 years, provided two ladies, aged 46 and 14, and a gentleman, aged 21, should so long live—750*l*.

The absolute reversionary interest, consisting of stock in the public funds, freehold estates, and other property, being the shares of John Feaver, esq. deceased, in a fund called the accumulating fund, under the will of James Taggart, esq. deceased, and receivable on the death of a gentleman now aged 76, or thereabouts—viz. one-fifth share of 5,000*l*. Bank Stock; also one-fifteenth share of freehold and other property, producing 24,881*l*. 1s. 5d. per annum; the legacy duty will be 3 per cent.—1,790*l*.

A leasehold estate, comprising nearly the whole of the west side of the Chryssell-road, North Brixton, being Nos. 2, 4, 5, 6, 7, 17, and 18, let at 199*l*. per annum, and Nos. 1, 3, 8 to 16 inclusive, and No. 19, let at ground-rents amounting to 50*l*. 7s. per annum; held for an unexpired term of 57 years, at a ground-rent of 67*l*. per annum—1750*l*.

An improved ground-rent of 19*l*. per annum, with the reversion after 14 years, secured upon 13 houses, in Baker-street, North Brixton—270*l*.

An improved ground-rent of 11*l*. per annum, with the reversion after 14½ years, secured upon two houses, stabling, and premises, in Baker-street—130*l*.

A leasehold estate, consisting of a yard, coach-house, stables, sheds, &c. in the Cranmer-road, North Brixton, and a house and yard called the Chrysell Arms, in the same road; let at rents amounting to 70*l*. per annum; held for 57 years at a ground-rent of 6*l*. per annum—490*l*.

By Messrs. VENTOM and HUGHES, at the Mart.

A freehold estate, known as the White Horse, Friday-street, Cheapside, with the house adjoining; also a large yard, with a warehouse, counting-house, stabling, and dwelling; let at rents amounting to 370*l*. per annum—5,120*l*.

A house and farrier's shop, No. 8, Three Cups-alley, Lower Shadwell; let at [illegible] per annum; held for 60 years from Christmas 1816, at a ground-rent of 10*l*. per annum—20*l*.

Irish Loan Fund.—The first report of the Irish Reproductive Loan Fund Institution has been presented to Parliament, pursuant to the Act 6 & 7 Victoria, c. 91. The general statement of accounts exhibits a total amount of profits since the commencement in the year 1822, of 10,545*l*. The sum of 57,435*l*. has been lent to local associations, viz., 5,477*l*. in Clare, 9,111*l*. in Cork, 8,306*l*. in Galway, 2,551*l*. in Kerry, 7,179*l*. in Limerick, 10,900*l*. in Mayo, 6,650*l*. in Roscommon, 4,599*l*. in Sligo, and 2,662*l*. in Tipperary.

Decrease of Crime in East Sussex.—At the East Sussex Easter Sessions, the governor of the Lewes House of Correction reported that in the last three months of 1843, there had been a decrease in the number of committals as compared with the corresponding period of the previous year, of 104 prisoners, and that in the first three months of the year 1844, there had been a similar decrease of 70, at the same time, that the average daily number of prisoners was 54 less than last year.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 2s. 6d.]

BIRTHS.

Camden.—On the 13th inst. in Belgrave-square, the Marchioness of Camden, of a daughter.

O'Malley.—On the 12th inst. the lady of P. Frederic O'Malley, esq. barrister-at-law, of a son.

White.—On the 12th inst. in Charlotte-street, Bedford-square, the wife of E. G. White, esq. barrister-at-law, of a son.

MARRIAGES.

Carne, John W. Nicholl, D.C.L. barrister-at-law of the Oxford Circuit, youngest son of the Rev. Robert Carne, M.A. to Mary Jane, the only daughter of Peter Whitfield Brancker, esq. of Wavertree, on the 10th inst. at Childwall Church, Lancashire.

Russell, Lord Francis, brother of the Duke of Bedford, to Elizabeth, only daughter of the Rev. Algernon Peyton, of Doddington, Cambridgeshire, on the 12th inst. at St. George's, Hanover-square.

DEATHS.

Draper, Carter, esq. solicitor, of Brompton, on the 7th inst. aged 69.

Fearon, Mrs. Jessy, wife of John P. Fearon, esq. on the 17th inst. in Chester-terrace, Regent's-park, aged 39.

Hope, Alexander James, eldest son of George William Hope, esq. M.P. on the 12th inst. at 14, Curzon-street, aged five years.

Smithson, Charles, esq. on the 30th ult. at Malton Abbey, Yorkshire, aged 40.

Sales by Auction.

Stamford-hill.—Capital Leasehold Residence, with excellent detached Offices, beautiful Pleasure Grounds, walled Garden, Conservatory, Grapery, and capital Pinery, with immediate possession.

MESSRS. ELLIS and SON respectfully announce that they are directed to SELL by AUCTION, at Garraway's, on Thursday, April 25, at Twelve (if not previously disposed of by private contract), a detached FAMILY RESIDENCE, beautifully situate on the west side of that justly admired eminence, Stamford-hill, within four miles of the west end and city, possessing every accommodation, adapted to a family of the highest respectability, with the most complete domestic arrangements, extensive shrubbery walks, productive walled garden, and paddock of rich land, amply supplied with the finest spring and soft water; held on lease at a ground rent of only 55l. per annum.

To be viewed with tickets, which may be had of Messrs. ELLIS and SON, Estate Agents, 36, Fenchurch-street. Printed particulars may be had as above; also of Mr. OVENSTON, 72, Great Titchfield-street; of Mr. ELLIS, 31, Bedford-street, Covent-garden; and at Garraway's.

Well-secured Rent of 25l. 16s. per annum, for 29½ years.

MESSRS. ELLIS and SON will SELL by AUCTION, at Garraway's, on Thursday, April 25, at Twelve, a well-secured RENT of 25l. 16s. per annum, upon a house and shop, with extensive premises in the rear, being No. 8, Brett's-buildings, nearly opposite Southampton-street, Camberwell-road, in the occupation of Mr. George Langley, a respectable tenant.

To be viewed by permission of the tenant. Printed particulars may be had at Garraway's; and of Messrs. ELLIS and SON, Auctioneers and Estate Agents, 36, Fenchurch-street.

Bridge-street, Westminster.—Excellent Residence with private door, and capital Shop and Premises 57 feet in depth; held of the Hon. Commissioners of the Bridge Estate.

MESSRS. ELLIS and SON are directed to SELL by AUCTION, at Garraway's, on Thursday, April 25, at Twelve, a most desirable LEASEHOLD RESIDENCE, with private door, and every accommodation for a respectable family, also a capital Shop with commanding front, and extensive Back Premises, being No. 45, the corner of Cannon-row, Bridge-street, Westminster; held for an unexpired term of seven years from Lady-day last, at the original rent, under the Bridge Estate.

To be viewed by permission of the tenant, and printed particulars had of JAMES HOOKER, Esq. Solicitor, 8, Bartlett's-buildings, Holborn; at Garraway's; and of Messrs. ELLIS and SON, Auctioneers, 36, Fenchurch-street.

Surrey-square, Kent-road.—Capital Residence, with detached Offices, extensive Pleasure Grounds, Gardens, Conservatory, Grapery, and a valuable plot of Building Ground, in Two Lots.

MESSRS. ELLIS and SON respectfully announce that they will SELL by AUCTION, on the premises, Surrey-square (the late residence of John Vickers, esq. deceased), on Tuesday, April 30, at twelve, by order of the executors, a most desirable LEASEHOLD RESIDENCE, affording ample accommodation for a large respectable family, with carriage-house, stabling, extensive pleasure grounds, productive walled gardens, and two capital graperies; held on lease for an unexpired term of 19 years, at a ground-rent of only 3l. per annum. Also a valuable Plot of Ground, now laid out as an orchard, with a great variety of young fruit trees; held for a term of 60 years, at only 20s. per annum; affording a valuable site for building.

To be viewed with tickets only, which, with printed particulars, may be had of Messrs. ELLIS and SON, auctioneers, 36, Fenchurch-street; also of ROBERT SLEE, Esq. Solicitor, Parish-street, St. John's, Southwark.

Denmark-hill, Camberwell.—Desirable Leasehold Residence, with detached Carriage-house, Stabling, and Offices, large Garden and Field, of which immediate possession may be had.

MESSRS. ELLIS and SON respectfully announce that they are directed by the Executors and Trustees under the will of the late Robert Sangster, esq. to SELL by AUCTION, at Garraway's, on Thursday, May 9, at Twelve, an excellent LEASEHOLD RESIDENCE, delightfully situate on the west side of Denmark-hill, Camberwell, one of the most esteemed localities in the neighbourhood of London, presenting a highly respectable elevation, and in the most perfect order; containing numerous Chambers, with Dressing-rooms, Patent Water-closet, Drawing and Eating-rooms, Study, good Entrance Hall, excellent Staircase, and the most complete domestic arrangements; capital Greenhouse and Grapery, with access from the hall; extensive Lawn, lofty fruit walls, excellent Vegetable garden, and Field adjoining; the whole of the premises amply supplied with the finest spring and soft water.

To be viewed with tickets only, which, with printed particulars, may be had, ten days prior to the sale, of Messrs. ELLIS and SON, Auctioneers and Estate Agents, 36, Fenchurch-street; printed particulars may also be had of Messrs. DESBOROUGH and YOUNG, Solicitors, 6, Sise-lane, Bucklersbury; and at Garraway's.

Dulwich.—Excellent Residence, with detached Carriage-house, four-stall Stable, and Offices, Pleasure Grounds, Garden, and Paddock, with immediate possession.

MESSRS. ELLIS and SON respectfully announce that they are directed to SELL by AUCTION, at Garraway's, on Thursday, May 9, at Twelve, a most desirable LEASEHOLD RESIDENCE, beautifully situate in the village of Dulwich, Surrey, five miles from the bridges, possessing ample accommodation for a respectable family; containing a noble drawing room, an eating room, seven bed rooms, music room, and convenient domestic offices, pleasure grounds, productive garden, capital grapery fifty feet in length, and paddock; the whole in the most complete repair, and supplied with the finest spring and soft water; held on lease of Dulwich College, at a low rent.

To be viewed with tickets by applying to Messrs. ELLIS and SON, Auctioneers and Estate Agents, 36, Fenchurch-street, where printed particulars may be had; also of [illegible] FORD, Esq. Solicitor, 13, Lombard-street.

Middlesex.—Valuable Copyhold and Leasehold Estates, eligible Wharf and Premises, situate at Ratcliff, Land-tax Redeemed, the present Rental 306l. per annum, and a Vote for the County.

MESSRS. ELLIS and SON respectfully announce that they are directed by the executrix of a gentleman, deceased, to SELL by AUCTION, at Garraway's, on Thursday, May 9, at Twelve, in two lots, a valuable LEASEHOLD ESTATE, held of the City of London, comprising a spacious warehouse with extensive store cellars, forming a part of the premises known as "Richmond's or Queen's Head Brewery," situate at Ratcliff, in the occupation of, and on lease to, Messrs. Strong and Co. for the remainder of the term, of which 43 years are unexpired, at 110l. per annum. Also a Copyhold Estate, of the Manor of Stepney, comprising a spacious warehouse, a part of which is let to Mr. Barrett, of the Steam Flour Mills, and the remainder on hand. Also a capital Wharf, with counting-house and premises, and an excellent and very commodious dwelling-house, let to a most respectable tenant under an agreement for a lease for 22 years, at 82l. 16s. per annum.

The several premises may be viewed by permission of the tenants, and printed particulars had of Messrs. HILL and MATTHEWS, solicitors, No. 1, Bury-court, St. Mary-axe; at Garraway's; and of Messrs. ELLIS and SON, auctioneers and estate agents, 36, Fenchurch-street.

STAFFORDSHIRE.—MANORS of MARCHINGTON and AGARDSLEY, and ESTATES at MARCHINGTON, NEWBOROUGH, DROINTON, and LOXLEY, and the MARKET TOLLS at UTTOXETER.—To be SOLD by AUCTION, by CHARLES KNIGHT, at the White Hart Inn, Uttoxeter, in the county of Stafford, on Tuesday, the 21st of May, 1844, at Three o'clock in the afternoon,

IN LOTS:

The several MANORS or LORDSHIPS of MARCHINGTON and AGARDSLEY, in the county of Stafford, with their Courts Leet and Courts Baron, and valuable and extensive Manorial Rights; exclusive RIGHT of FISHERY in the River Dove; and a very

ELIGIBLE FREEHOLD ESTATE,

containing 700 Acres, or thereabouts, in Marchington and Newborough, comprising the roomy and substantially-built

MANOR HOUSE OF MARCHINGTON,

with suitable Buildings, desirably situated at Marchington, five miles from Burton-upon-Trent, a First-class Railway Station; and 38 Acres of OLD PASTURE LAND. The valuable DAIRY FARM, well known as

NEWBOROUGH HALL FARM,

with convenient Farm-house, WATER CORN MILL, and suitable Farm Buildings, and 254 acres of Arable, Meadow, and Pasture LAND, in the occupation of Thomas Kirkpatrick Hall, Esq.; and 114 acres of good LAND, allotted from Needwood Forest about the year 1801, also now occupied by Mr. Hall. An excellent

ARABLE FARM at THORNEY LANES,

in the township of Newborough, with good Farm-house and Buildings, containing about 235 acres, in the occupation of Mr. John Daken; and a FIELD of good ARABLE LAND, adjoining the last-mentioned Farm, containing nine acres, in the occupation of William Moss. Another

DAIRY FARM at THORNEY LANES,

containing 62 acres, in the holding of John Deurn, adjoining the estates of Lord Bagot and Mr. Hall.

A HOUSE and TEN ACRES of PASTURE LAND,

in the occupation of Charles Brandrick, adjoining the Turnpike-road from Burton to Abbot's Bromley. And sundry COTTAGES and GARDENS, in the holding of Daniel Rushton and others. Also,

A SMALL FARM at DROINTON,

in the Parishes of Colwich and Stowe, in the Occupation of John Bettson, containing 17 Acres, or thereabouts, adjoining the Estates of Earl Ferrers and Mrs. Fox. Also,

AN ELIGIBLE ESTATE,

lying in the Township of Loxley, in the Parishes of Uttoxeter and Kingston, containing 83 Acres or thereabouts, in the Occupation of Thomas Griffin and William Woolliscroft. And,

THE MARKET TOLLS OF THE TOWN OF UTTOXETER;

and a Piece of Land, called the Toll Acre, with the Buildings at Bear Hill, in Uttoxeter.

The Estate is well stocked with game, lying between strictly preserved grounds.

The Farms may be viewed with leave of the Tenants; and any further Information obtained from the Auctioneer, Mr. SAMUEL SANDERS, Ingestre; or at the Office of Messrs. KEEN and HAND, Stafford, where, as well as at the place of Sale, printed Particulars descriptive of the Lots may be had on the 1st of May.

Highgate Rise.—Valuable Leasehold Estates, producing 328l. per annum, suitable for Occupation or Investment, by order of the Executors of the late F. Jeyes, esq.

MR. PRICE begs to announce that he is instructed by the Executors of the late F. JEYES, Esq. with the consent of the Mortgagees, to SELL by public AUCTION, at Garraway's, on Thursday, April 25, at Twelve for One, in four lots, FOUR genteel LEASEHOLD RESIDENCES, situate in one of the most salubrious spots within the suburbs of London, being Nos. 6, 7, 8, and 9, Highgate Rise, Kentish-town; let to tenants of the highest respectability, and producing a rent of 328l. per annum. Each house contains six good Bed-rooms, Dining and Drawing-rooms, Kitchens, and domestic offices; Coach-house and Stable, Garden, &c. The well-known healthiness of the locality, the respectability of the surrounding neighbourhood; the easy distance, and numerous frequent Conveyances to and from all parts of London, combine to render this property more than usually attractive.

May be viewed by permission of the tenants, and particulars now had of Messrs. CRAGG and JEYES, 4, Harpur-street, Red Lion-square; at Garraway's; and at Mr. PRICE'S Offices, 48, Chancery-lane.

Southampton-buildings.—Lease of a desirable Professional Residence, at a low rent.

MR. PRICE is directed to submit to PUBLIC COMPETITION, at Garraway's, on Thursday, April 25, at Twelve for One, the LEASE of a desirable PROFESSIONAL RESIDENCE, situate and being No. 11, Southampton-buildings, Chancery-lane, held direct from the Earl of Radnor, for a term of 21 years from 1839, at a low rent. The house is well worthy the attention of any professional gentleman, either for a residence or as chambers, for which it is especially suited. It is also well adapted for letting out in suites as chambers, in which manner it has been disposed of for some years past with considerable success.

May be viewed. Catalogues may be had of SAMUEL SHARP, Esq. Solicitor, 27, Ely-place, Holborn; at Garraway's; and at Mr. PRICE'S Offices, 48, Chancery-lane.

For Sale.

EAGLEHURST, near Calshot Castle, on the Banks of the Solent, opposite Cowes, and an easy distance from Southampton.—Messrs. BROOKS and GREEN have received instructions to SELL, by Private Contract, this much admired and beautiful MARINE RESIDENCE, together with upwards of 400 acres of Land. The House is well sheltered, and affords every accommodation for a large family, possessing most extensive and enchanting views of this line of coast, and the noble terrace-walk fronting and commanding an entire view of the Solent Sea, opposite the entrance to the river Medina, East and West Cowes, the roadstead of the Royal Yatch Squadron Station and Club. Eaglehurst offers many advantages to a purchaser either for investment or as a residence. It is distant between sixteen and seventeen miles by land from the Railway Terminus at Southampton, from whence are excellent roads; the House is approached by a Lodge Entrance through shrubberies upward of three-quarters of a mile in extent. The Estate is situate completely in a ring-fence, with a southern aspect, and a sea frontage of about 1,200 yards. Particularly eligible for building purposes, without interfering with the privacy and seclusion of the gardens and pleasure-grounds of the noble residence.

For further particulars and terms apply to Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street.

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AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 56.] SATURDAY, APRIL 27, 1844.

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CHAPEL HOUSE, OXFORDSHIRE.—To be LET or SOLD, this well-known HOTEL and POSTING HOUSE, with the extensive Offices, Stabling and other Buildings, Gardens, and Paddock; and either with or without 20 Acres, or thereabouts, of excellent Land contiguous thereto.

The Dwelling-house, which is very large, would be easily convertible for any Establishment where extensive in and out-door room, pure air, and a constant supply of good water, would be necessary requisites.

It is situated near the junction of the Birmingham with the London and Worcester turnpike road, and about a mile from the excellent market-town of Chipping Norton.

For further particulars apply to Mr. G. HELDER, 17, Clement's-inn, London; or Messrs. OLDAKER, WOODWARD, and BALL, Solicitors, Pershore.

MR. RAINY respectfully begs leave to acquaint the Nobility, Gentry, and the Public, that in order to meet the times, and in consequence of the pressure of Mortgages and other incumbrances upon Estates, and the various descriptions of Real Property, brought into the market for sale by Public Auction and Private Contract, it is his intention to adopt for the future a REDUCED and GRADUATED SCALE of COMMISSION, as compared with that which has been generally customary for the last half-century. At the same time that the expenses of vendors will thus be materially diminished, he trusts that he shall be able to afford greater facilities to the attainment of their objects, and to the fullest advantage: and touching these points, he feels it necessary to offer a few words of explanation.

There exists between many Solicitors and many Auctioneers, an understanding to which the epithet collusive would scarcely be too severe, because by it the interests of their clients, the vendors, is often seriously compromised, and in this manner:—The vendor, instead of himself selecting the auctioneer or agent for the disposal of his property, will, in many cases, confide the choice to his solicitor, and not unfrequently the solicitor (but upon what justifiable plea Mr. Rainy never could comprehend) arrogates to himself the right of such choice; and repeated instances might be adduced to shew that that choice has been exercised in contravention, if not in opposition to the previously-expressed wishes of the vendors, and wholly regardless of old and long-established connections; these solicitors having usually a secret compact with the auctioneer, by which he is bound to fee the solicitor with a share of his commission and other charges, as the sine qua non of his being appointed to the sale. And what is the consequence? In such quarters the auctioneer who is willing to concede to the solicitor the largest share, or, in other words, consents to pay the heaviest bribe, be, be he quack or otherwise, and with slight reference to his regular initiation into his profession, or his qualifications or experience, or (what also is evidently an essential consideration) the extent of his connections and influence, he is preferred. Thus tempted, many solicitors have become reconciled to abuse the patronage they have assumed, and aim at excluding those auctioneers who, like Mr. RAINY, have consistently and uniformly refused to submit to a tyranny subversive of all proper rivalry, and at variance with all independent and honourable feeling.

With respect, however, to what may be considered the legitimate association of the province of the Solicitor with that of the Auctioneer or public agent, Mr. RAINY, with the desire to obviate jealousies, to produce a more cordial and satisfactory co-operation between those parties, and in the hope of entirely abolishing secret and derogatory compacts, would suggest that, as a remuneration to the solicitor of the vendor, for his advice and assistance in the drawing and settling of the conditions of sale, and for his attention to those legal points which are in immediate relation with that part of the transaction, a fair portion of the commission should accrue to the solicitor (but with the full knowledge and sanction of the vendor), in lieu of the charges now made by him for the particular items adverted to. This, however, is not intended to include charges for investigations of title, abstracts, deeds, or papers, or fees to counsel; and Mr. RAINY entertains no doubt that the Nobility, Gentry, and the Public, will approve of and support the principle of repudiating altogether any clandestine dealings between parties employed in affairs so important to them. But in all cases where the vendors do not consent to the appropriation to the solicitor of such portion of the commission; or the solicitor, from that integrity, impartiality, and strict sense of justice, and that delicacy and liberal feeling which fortunately characterize the conduct of a large number of the members of the Legal Profession, declines the acceptance of it; then such portion will be remitted by Mr. RAINY to the vendor by whom he is employed.

With regard to sales of pictures or other works of art, jewels, plate, libraries, and other valuables, a considerable reduction will also be made in the commission, as compared with the printed terms of Messrs. Christie and Manson, Mr. George Robins, and most other auctioneers. On this branch, however, no payment is contemplated to any of that numerous class of individuals who perpetually attempt to interfere, as middle men, and ask to be rewarded for doing nothing: such voluntary interference being wholly useless and absurd, and, indeed, very often mischievous to the interests of those whom they pretend to serve. The allowance, therefore, which many auctioneers give, and those persons in secret receive, upon what is termed "the reciprocity system" (meaning, in plain language, on the part of the auctioneer, "procure the sale for me, and I will hand over to you a share of the profit"), will be the amount of the reduction in Mr RAINY'S new scale of commission on chattel and personal property, solely and exclusively in favour of the vendor; and where the total gross proceeds may exceed 5,000*l.* a still further abatement will apply to the residue.

A similar rule will also govern Mr. RAINY'S charges for putting up property to Auction, if not sold; for purchases, valuations (including those for probate), references in cases of compensation, or opinions upon cases; obtaining loans upon mortgage (in conjunction with solicitors), and all other matters incidental to property.

In conclusion, he begs to add that, as heretofore, no sale will be undertaken by him the genuine character of which will not bear investigation, and every exertion will be made to counteract and defeat combinations and deceptions, whether they are directed against vendors or purchasers.

No. 14, Regent-street, St. James's (in the division between Jermyn and Charles streets).

April 1844.

St. James's-square, west side.—The nearly new Furniture, Plate, Linen, China, Glass, Books, Wines, and Effects of the Colonial Club, recently dissolved. By Mr. RAINY, on the Premises, No 20, on the west side of St. James's-square (two doors from Pall-mall), on Friday, April 26, and three following days (Sunday excepted), at One precisely, by direction of the Committee.

THE HOUSEHOLD FURNITURE of the best description, and new within a short period, comprising library and drawing room, coffee room, and other tables, chairs, and sofas, sideboards, window curtains, a capital cabinet with forty-eight drawers for newspapers and maps, clocks, chandeliers, balloting boxes, a full-sized billiard table and its appendages; the very complete fittings and marble tables of the divan, dressing tables, and glasses, the bedsteads and bedding of the domestic apartments, and the coppers, &c of the kitchen; also, the services of china and glass, table linen (much of it nearly new), about 1,000 ounces of plate (in forks, spoons, &c.) plated articles, 120 dozens of wine, consisting of Port, Sherry, Madeira, Hock, Champagne, and Claret; and the books, including many standard works, the various periodicals, a large collection of Colonial newspapers, maps, &c.

To be viewed two days preceding, and catalogues had on the premises, and of Mr. RAINY, No. 14, on the east side of Regent-street, St. James's, in the division between Jermyn and Charles streets.

Waterloo-place, Pall-mall, commanding the view to St. James's-park.—The spacious capital Mansion recently occupied by the Clarence Club.—By Mr RAINY, on the Premises, on Thursday, May 30, at One precisely, unless previously disposed of and with the option of taking the Excellent Household Furniture at a fair valuation.

THE capital, spacious, and elegantly fitted MANSION, No 12, on the west side of Waterloo-place, held under the Crown for an unexpired term of 70 years, at a small ground-rent. Within the last few years some thousand pounds have been expended in improvements to the premises under the superintendence of an eminent architect, and they are at present in perfect condition, peculiarly adapted for a club, insurance office, or any public establishment requiring a first-rate situation. The ground floor contains a hall, with handsome principal stone staircase and secondary staircase; one room 42 feet 8 inches by 22 feet 9 inches, and another 27 feet by 24 feet. On the one pair, a drawing-room 31 feet 6 inches by 22 feet 6 inches, and a library 42 feet 8 inches by nearly 16 feet, and an ante-library; a billiard-room, three other rooms, and four dressing-rooms on the two pair, and six bed chambers on the upper floor; complete domestic offices on the basement, including spacious kitchen, larders, &c.

To be viewed till the sale by tickets, which may be had of Mr. RAINY, No. 14, Regent-street; printed particulars may be had of him fourteen days preceding the sale; also of Messrs. Lane and Prideaux, Goldsmiths'-hall; at the Auction Mart; and on the premises.—On the same and following days, will be sold by auction, the plate, linen, books, china, and glass, and the valuable cellar of choice wines, further particulars of which will be given in a few days.

Putney-hill, Surrey.—Lime-grove, a spacious Freehold Mansion, let on lease for a few years unexpired, and the contiguous beautiful lands, highly eligible for building upon, and containing altogether about sixty-eight acres.—By Mr. RAINY, at the Gallery, No. 14, on the east side of Regent-street, St. James's, in the division between Jermyn and Charles streets, about the end of May.

THE SPACIOUS and capital detached FREEHOLD MANSION, LIME-GROVE, delightfully situate on the rise of Putney-hill, only four miles and a half from the metropolis. It is approached by carriage-drives, and contains suites of noble lofty principal apartments, with numerous bed-chambers, offices of every description, coach-houses, stabling, beautiful lawn ornamented with full-grown timber, pleasure-grounds, with extensive walks, walled gardens, &c.; the whole about eleven acres, on lease for a few years unexpired at 350*l.* per annum; also the contiguous lands extending from the Putney-hill-road into the road leading from Putney to Wandsworth, and other lands called the Nursery, on the west side of the Putney-hill-road, and fronting on the road leading from Putney to Richmond; a timber dwelling-house, formerly in the occupation of Mr. Howey, some cottages, &c. altogether about 56 acres, and highly eligible for building upon, especially the upper ground, from which the finest views are commanded. The mansion can only be viewed by special permission of the tenant, and by cards, to be had of Mr. RAINY, 14, Regent-street.

Printed particulars, with lithographed plans, will be ready for delivery fourteen days preceding the sale, and may then be had of him; also of Messrs. Powell, F. and W. Broderip, and Wilde, Lincoln's-inn; at the Auction Mart; at the Castle, Richmond; Spread Eagle, Wandsworth; and of the person who will attend daily fourteen days preceding the sale, to shew the lands.

Hampshire.—Valuable Church Preferment about 12 miles from Winchester, and 17 from Southampton, the Incumbent in his 73rd year.—By Mr. RAINY, at the Gallery, No. 14, on the east side of Regent-street, St. James's, in the division between Jermyn and Charles streets, about the end of May.

THE PERPETUAL ADVOWSON of the PARISH of WARNFORD, in the county of Hants, with the appurtenances thereto belonging. The tithes have been commuted at 620*l.* per annum. There is an elegant modern residence, situate on an eminence, commanding beautiful scenery, with 20 acres of glebe pleasure-grounds, walled garden, stabling, &c. Warnford is about 17 miles from Southampton, 12 from Winchester, and 60 from London, and the neighbourhood is of the highest respectability.

Printed particulars may be had, 14 days preceding the sale, of Messrs. Stone and Turner, Jermyn-street; at the Auction Mart; at the Dolphin, Southampton; George, Winchester; and of Mr. RAINY, 14, Regent-street.

Buckinghamshire.—The Grange, a desirable Freehold Residence, with Pleasure-grounds and Gardens, and about 30 acres of Land, situate at Chalfont St. Peter's, the property of the late General O'Loghlin.—By Mr. RAINY, at the Gallery, No. 14, on the east side of Regent-street, St. James's, about the end of May, with immediate possession.

THE GRANGE, an elegant Freehold Residence, situate in a beautiful part of the county of Buckingham, midway between London and Aylesbury, about seven or eight miles from the West Drayton and Slough stations on the Great Western Railway, and within nine miles of Windsor, and five of Uxbridge. It is seated on the acclivity of a hill in a park-like paddock, ornamented with fine old timber and plantations, approached by carriage-drives, with neat lodges; contains Hall and Conservatory, Drawing-room 32 feet, Billiard-room, Library, Dining-room, fifteen Bed-rooms, three Dressing-rooms, excellent Offices and Stabling, walled Kitchen-garden, Farm-yard and Buildings, Ice-house, Gardener's house, &c.

To be viewed till the sale, and printed particulars may be had fourteen days preceding; also of Messrs. Dendy and Morphett, Breams-buildings, Chancery-lane; at the Royal Hotel, Slough; the Inns at Aylesbury and Uxbridge; at the Auction Mart; and of Mr. RAINY, 14, Regent-street.

Brompton-square.—Neat Leasehold House, held for 76 years, at a small ground-rent.—By Mr RAINY, at the Gallery, No. 14, Regent-street, about the end of May, with immediate Possession.

THE neat and substantial LEASEHOLD HOUSE, No. 3, on the west side of Brompton-square, held for 76 years, at a small ground-rent, comprising two rooms on each floor, two kitchens and other offices, and a garden.

To be viewed, and printed particulars had, fourteen days preceding, on the premises; of Messrs. Methold and Pyke, No. 43, Lincoln's-inn-fields; at the Auction Mart; and of Mr. RAINY, No. 14, Regent-street.

Gloucester-place, Portman-square, West Side—Eligible Residence for a Family, with an extra Story of Bed-chambers, and Coach-house and Stabling.—By Mr. RAINY, at the Gallery, No. 14, on the east side of Regent-street, about the end of May, with immediate possession.

THE excellent LEASEHOLD RESIDENCE, No. 107, on the west side of Gloucester-place, in the first division from Portman-square, held for an unexpired term of about 44 years, at a ground-rent of only 15*l.* 15s. per annum. The premises comprise two rooms on each floor, the drawing-rooms communicating by folding-doors; an extra story of bed-chambers, stone hall and staircase, good offices, and coach-house, and four-stall stable.—To be viewed till the sale.

Printed particulars may be had fourteen days preceding, on the premises; at the Auction Mart; and of Mr. RAINY, 14, Regent-street.

ST. JAMES'S-SQUARE.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY (with immediate possession), the capital FREEHOLD MANSION of a nobleman. The premises are of modern construction, with spacious lofty principal apartments, Hall, and two Stone Staircases, with Offices for a suitable establishment, and capital Stabling. A smaller Freehold House, which fronts Duke-street, and was formerly part of the original estate, may also be purchased if desired.

For particulars and tickets to view apply to Mr. RAINY, 14, Regent-street, St. James's.

HYDE-PARK GARDENS, commanding the entire View over Hyde-park.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY (with immediate possession), one of the best MANSIONS in this much-admired and highly-improving situation. It was finished and completed by the present owner, and furnished throughout without regard to expense; and it may safely be affirmed that it is scarcely possible to find a residence of the scale more perfect, both as regards the decorations and the general style and quality of the furniture. The tenure is leasehold, for about 90 years, at a ground-rent.

To be viewed by a day's previous notice, and by tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-st. St. James's.

BELGRAVE-SQUARE.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY (with immediate possession), the noble and spacious MANSION, the residence for some years of the late Lord Hill. It stands detached, with carriage drive, and has a large garden at the back, with communication to stabling for eight horses, a loose box, standing for several carriages, with lofts and rooms over. Leasehold under the Marquis of Westminster for an unexpired term of eighty years, at a ground-rent.

Particulars and tickets to view may be had of Mr. RAINY, 14, Regent-street, St. James's.

IN a FASHIONABLE SQUARE at the WEST END.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a MANSION of the first class, equal in all its arrangements to the accommodat[illegible] the highest distinction; the Offices and S[illegible] and complete. The adapted furniture will be [illegible] purchase.

Principals only can, in the first ins[illegible] tion, and which may be had on applic[illegible] RAINY, 14, Regent-street, St. James's.

PORTMAN-SQUARE. — TO be LET, Furnished, for the season, a compact, moderate-sized HOUSE, with Coach-house and Stabling.
Particulars and tickets to view may be had of Mr. RAINY, 14, Regent-street, St. James's.

OPPOSITE the GREEN-PARK.—TO be LET, elegantly and completely Furnished, for the season, or for one or more years, a superior and spacious MANSION, in perfect condition, having suites of apartments, Bed-chambers, and Offices, for a family of rank; and at a short distance is excellent Stabling.
For particulars and tickets to view apply to Mr. RAINY, 14, Regent-street.

KENT.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, the very valuable and beautiful Freehold Estate, COMBE BANK, the seat of the late Viscount Templemore, situate in the rich vale between Madam's Court Hill and Sevenoaks, twenty-three miles from London, and a few miles from a railroad station; comprising the finely-timbered Park and Woods, Sheet of Water, the noble Mansion, Stabling, Gardens, Pleasure-grounds, and Walks, the capital Farm, with complete Agricultural Buildings, Lodges, &c. The whole about 520 acres, land-tax redeemed. *Many thousand pounds have been expended in improvements upon the mansion and property during the last few years*, and the whole is in the most perfect condition. Little Combe Bank, a villa, with grounds and some houses in the village, form part of the estate, and will be included in the purchase. Part of the purchase-money may remain upon mortgage.
Particulars and tickets to view may be had of Mr. RAINY, 14, Regent-street, St. James's.

SUFFOLK, on the borders of Norfolk, and about 80 miles from London.—To be SOLD, by Private Contract, by Mr. RAINY, a very important and valuable FREEHOLD ESTATE, especially attractive for a sportsman, having been strictly preserved, and affording shooting equal to any domain in the district. It comprehends the entire parish, of nearly 5,500 acres, including thriving plantations; also, a capital family mansion, with offices of every description, gardens, pleasure-grounds, &c.; farm houses and buildings, cottages, &c. The estate is situate in one of the best neighbourhoods in the kingdom, and it is expected that a railroad station will be fixed within a few miles.
Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

NORTH WALES.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a highly improvable FREEHOLD ESTATE, land tax redeemed, situate in a fine part of the country, and commencing within a mile of a capital market town. It comprises 2,260 acres, with excellent farm houses and buildings, all well tenanted; a moderate residence and offices (requiring repairs), a fine lake stored with fish, very thriving woods and plantations, &c. forming a fine and very eligible property for investment.
Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

NEAR SOUTHAMPTON.—TO be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate possession, a singularly beautiful MARINE MANSION, upon which the present owner has expended many thousand pounds. It is delightfully situate, about four miles and a half from the Southampton, Botley, and Fareham stations, and stands in a park-like paddock of thirty-five acres, well timbered, with superior Gardens and Grounds, Stabling, Lodge, &c. and commands very fine sea and inland views.
Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

KENT.—Six miles from Canterbury, and near to the Sea.—TO be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a valuable FREEHOLD ESTATE, partly exonerated from land-tax, comprising a Park of beautifully undulated surface, a moderate-sized Family Residence and Offices, and also three Farms; the whole about 540 acres, and may be treated for together or separately.
Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

NEAR RUISLIP, MIDDLESEX, on the borders of Hertfordshire, and about 14 miles from London.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate Possession, the delightful RESIDENCE of the late General Sir Joseph Fuller, G.C.B. with offices, stabling, gardens, pleasure-grounds, and park-like paddocks; altogether about sixty acres, with ornamental water and fine-grown timber. The elegant Furniture may be had or not, at the option of the purchaser.
Particulars and tickets to view may be had of Mr. RAINY, 14, Regent-street, St. James's.

HAMPSHIRE, between Fareham and Gosport, and within a mile and a half of the Railway Station.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate possession, a very delightful modern FREEHOLD VILLA, with park-like grounds, garden, pleasure grounds, lodges, &c. and the surrounding land of about 100 acres, part extending to a river, and offering every inducement to any gentleman partial to yachting.
Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

BROWNSEA CASTLE and ISLAND, near Poole, Dorsetshire.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate possession, the much-admired and beautiful FREEHOLD ESTATE, the Island of Brownsea about a mile and a half in length, and three-quarters of a mile in breadth, at the entrance of the harbour of Poole, a few hours' sail from the Isle of Wight, and within a few miles of the new and much frequented bathing-place, Bournemouth. The castle is spacious and Furnished, has excellent Gardens, Hot-house, Conservatory, &c. The Island affords wild-fowl shooting in the greatest profusion. The situation is peculiarly desirable for yachting, and the scenery is of a picturesque character. The castle would be let furnished for three years.
Particulars and tickets to view may be had of Mr. RAINY, 14, Regent-street, St. James's.

HAYES COMMON, two miles from Bromley, in the county of Kent, and twelve from London.—To be LET on LEASE, the very desirable RESIDENCE, for many years the favourite retreat of the late Sir Vicary and Lady Gibbs. It stands on a beautiful lawn, with pleasure-grounds, gardens, and paddocks (about 15 acres), and contains accommodation for a family of high respectability, with stabling, entrance lodge, &c.
For particulars and tickets to view apply to Mr. RAINY, 14, Regent-street, St. James's.

MIDDLESEX, ten miles from Town.—To be SOLD by Private Contract, by Mr. RAINY, a capital FARM, part freehold part copyhold, containing about 217 acres of rich land, with an excellent house and buildings, on lease to a most respectable tenant till Michaelmas, 1847.
Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

BUCKINGHAMSHIRE.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate possession, a FREEHOLD ESTATE of about ninety acres of grass and arable land, with agricultural buildings, and an unfinished house, situate at Farnham Royal, two miles and a half from the Slough station of the Great Western Railway.
Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

BATTERSEA, SURREY.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate possession, a capital spacious FREEHOLD RESIDENCE, on the banks of the Thames, with terrace-walk, pleasure-grounds, kitchen-garden, paddock, coach-houses, stabling, &c. Also, some other freehold property for investment.
Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

CLOSE TO SOUTHAMPTON.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, either together or separate, and with immediate possession, two capital detached RESIDENCES, with such portion of park-like Land as may be agreed upon, and either with or without a superior Farm, with excellent farm-house and buildings. The whole estate is freehold, and comprises 175 acres, and from its immediate contiguity to the improving town of Southampton, presents a most favourable opportunity for a successful building speculation.
Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

HANTS.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a Capital and Spacious FREEHOLD MANSION, standing in a beautiful park of 150 acres, with pleasure grounds and wilderness, carriage drives, with lodges, capital walled garden, hot-houses, farm-buildings, &c. The Mansion is adapted to the accommodation of a family of distinction; is situated in the midst of the rich and admired scenery of the New Forest, its celebrated field sports and extensive drives, only nine miles from Southampton, and accessible from the metropolis in about four hours.
To be viewed with tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-street.

ENFIELD, MIDDLESEX.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, CHASE LODGE, a substantial and handsome FREEHOLD VILLA, with pleasure-grounds, gardens, and paddocks (the latter part leasehold), about 27 acres.
Particulars may be had of Mr. RAINY, 14, Regent-st. St. James's.

GROSVENOR-PLACE, Hyde-park, in front of the Gardens of Buckingham Palace.—To be SOLD, by PRIVATE CONTRACT, by Mr. RAINY, a noble and very spacious MANSION, held for a long term, at a low ground-rent, and adapted in all respects to a family of distinction, with attached and detached offices, standing for four or five carriages, and stabling for eight horses. The mansion has an extra story of bed chambers, a suite of superb drawing rooms, viz. 27 feet by 20, 22 feet by 19, 25 feet by 19, and 37 feet by 25, all communicating by folding doors; an eating room, 37 feet by 25, library, ante-room, two stone staircases, stone hall, screened by a porch, &c. The whole of the household furniture and fixtures will be included in the purchase, and immediate possession may be had.
To be viewed by tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-street.

EAST COWES CASTLE, in the ISLE of WIGHT, TO be SOLD by PRIVATE CONTRACT, by Mr. RAINY.—This distinguished FREEHOLD MARINE MANSION, in stone, and in the castellated style of the time of Edward the Sixth, was erected, at unlimited expense, by the late John Nash, esq. It affords the most ample and elegant accommodation for a family of distinction, and is especially suited to any member of the Royal Yacht Club. The scenery is too well known and appreciated to render eulogium necessary, and it will be admitted that the facility of access from the metropolis (the distance being now accomplished in about four hours) gives to the property a much increased value. The chief apartments are lofty, and expensively finished; they include a dining-room, 30 feet by 20; a drawing-room, 28 feet 6 in. by 21 feet 6 in.; and a library, 30 feet by 27; a billiard-room, 30 feet 6 in. by 18 feet 6 in.; and an octagon library, 19 feet by 19; numerous principal and secondary bed-chambers, servants' apartments, offices of every description, splendid conservatories, a picture or statue gallery, 70 feet by 21; gardens of a superior order, with hothouses, &c. The grounds, which are beautifully undulated, contain, with the gardens, paddocks, &c. about forty-three acres, embellished with noble timber and plantations of luxuriant growth, and walks of considerable extent are cut through them.
Particulars and tickets to view may be had of Mr. RAINY, 14, Regent-street, St. James's.

TOTTERIDGE, Middlesex, Ten Miles from London.—To be SOLD by Private Contract, by Mr. RAINY, a very desirable and substantial detached LEASEHOLD FAMILY RESIDENCE, held for an unexpired term of upwards of thirty years, at a very low rent, with offices, coach-houses, and stabling, pleasure grounds and walks, kitchen and flower gardens, with fish pond and park-like meadows, altogether about thirty acres, with three detached cottages, gardener's cottage, and other buildings. The premises are in perfect order, a very considerable sum having been expended upon them, and they are in every respect suited to a family. Or the house and gardens would be let on lease.
For particulars and tickets to view apply to Mr. RAINY, 14, Regent-street.

DURHAM, within one day's ride of London, by the Railroads.—To be LET, for three or five years, a spacious FAMILY RESIDENCE, furnished in a superior style, and adapted for a person of fortune, situate in a beautiful part of the country, with good fishing and hunting, and the exclusive right of shooting over about 2,400 acres, the neighbourhood of the best class, and the circumstances altogether peculiarly desirable. Land may be had or not, at the option of the tenant.
Particulars to be had of Mr. RAINY, 14, Regent-street, St. James's.

NEAR WELWYN, Herts.—To be DISPOSED OF, the unexpired LEASE of about four years, at a moderate rent (with a renewal if desired), of the capital and very desirable Residence DIGSWELL HOUSE, delightfully situate about a mile and a half from Welwyn, in the vicinity of many mansions of persons of rank, and only four miles from Hatfield, seven from Hertford, and twenty-five from London, and in the neighbourhood of Mr. Brand's fox-hounds. The house is adapted to accommodate a large family, the gardens and pleasure grounds well laid out, and surrounded by about fifty acres of productive land, the whole about seventy acres, ornamented with fine timber and in excellent order; or the premises would be let furnished.
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ACTON, MIDDLESEX, Five Miles from Hyde-park.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a singularly elegant FREEHOLD RESIDENCE of the best class, approached by a corridor and hall, and containing library opening to a conservatory, drawing-room, dining-room, &c. seven best bed-rooms, ample servants' rooms and offices for a family, coach-houses and stabling, capital kitchen garden, walled pleasure-ground, and paddock, about ten acres. The Household Furniture may be taken at a fair valuation.
To be viewed by tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-street.

RICHMOND, SURREY, commanding views of the River Thames, and the adjacent scenery.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, the very beautiful GOTHIC MANSION, on the rise of the hill, for many years the residence of the late Mrs. Ellerker, but disposed of on behalf of her representatives, a few months since, to the present owner, who has altered and improved the premises, and made additions at a large outlay. It is arranged to afford complete accommodation for a family of the highest respectability. The dining-room is 30 by 20 and 14 feet high, a library, two drawing-rooms with folding doors, numerous bed chambers, offices of every description, ice-house, coach-houses, stabling, and cottage, pleasure grounds beautifully laid out, and ornamented with handsome timber and walks, &c. Or the House would be Let Furnished by the year or for six months.
To be viewed by tickets, which may be had of Mr. RAINY, 14, Regent-street.

STRATTON-STREET, PICCADILLY, overlooking the gardens of Devonshire House.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, or let on lease, a spacious modern FREEHOLD RESIDENCE, with hall and two staircases, capital eating-room, library, and other apartments, on the ground-floor; elegant drawing-rooms, and a best bed-chamber and dressing-room on the one pair; numerous other bed-chambers and servants' apartments, and ample offices on the basement. Coach-house and stabling may be rented at a short distance.
To be viewed by tickets, and particulars had of Mr. RAINY, 14, Regent-street.

NEAR CHRISTCHURCH, HANTS.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a MARINE VILLA, situate midway between Lymington and Christchurch, commanding splendid sea views; and also an adjoining Farm of about 108 acres, with farm-house and buildings, the whole freehold.
To be viewed by tickets, and particulars had of Mr. RAINY, 14, Regent-street.

HYDE-PARK, commanding the entire Park view.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, or LET Furnished for a term, a very elegant FREEHOLD RESIDENCE, in perfect order, suited to a moderate-sized family. The residence has an extra story of bed-chambers, good offices and stabling.
To be viewed by tickets, and particulars had of Mr. RAINY, 14, Regent-street.

RUTLAND-GATE, Hyde-park.—To be SOLD, by PRIVATE CONTRACT, by Mr. RAINY, a very desirable new-built and elegantly-finished RESIDENCE, together with the nearly new household furniture. It commands an uninterrupted view over Hyde-park, has an extra story of bed chambers, coach house, and stabling; held for a term of about ninety years, at a small ground-rent.
To be viewed by tickets; and particulars had of Mr. RAINY, 14, Regent-street.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of The LAW TIMES, 29, Essex Street aforesaid, on Saturday, the 27th day of April, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

Vol. III. No. 57.] SATURDAY, MAY 4, 1844.

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Legal Notices.

YORKSHIRE LAW SOCIETY.—At a Meeting of the Yorkshire Law Society, held at the Law Library, Minster-gates, York, on Tuesday, the 30th of April, 1844, James Richardson, jun. esq. in the chair. A circular on the subject of the Ecclesiastical Courts Bill, addressed by London agents to solicitors in the country, dated the 27th April, having been read, as well as an inclosed petition of the Incorporated Law Society to the House of Commons, it was resolved:—

That this meeting regrets to observe the Profession in London continually endeavouring to turn all reforms of the law to their own immediate advantage, in a manner most unjust to the public resident in the provinces.

That this meeting recommends to the people of the country to resist, to the utmost of their power, any further centralization of legal business in the metropolis, whether in ecclesiastical or civil matters; that the administration of the law entirely in London may be convenient and satisfactory to the officials and practitioners there, but it is ruinously expensive and unjust to the people; that local courts for the proof and deposit of wills, as well as for the recovery of small debts, those being matters in which multitudes are interested, are obviously of the greatest practical utility, and to enable the people to obtain justice at all, it is desirable to administer it as near to their homes as practicable.

That at present the inhabitants of this city, and of the neighbourhood for many miles around, have the opportunity of searching for and perusing wills in the Registry at York at the small cost of one shilling each; but if a general depository of wills were established in London, as recommended by the petition of the Incorporated Law Society, it would cost the parties for the least information with regard to the contents of a will, at least twenty times as much; and the result would be similar with respect to other dioceses.

That the recommendation contained in the circular, that wills and intestacies should be referred to a branch of the Court of Chancery, and all testamentary contests and the administration of assets dealt with and disposed of in that court alone, is so monstrous, that this Meeting has a difficulty in believing the parties making the recommendation to be serious;—it being notorious, that if there be one court more odious to the people than another, it is the Court of Chancery; the official and agency fees therein are now so heavy, that the country solicitors are very generally ceasing, as far as possible, to practise in it; and to the clients (unless of ample fortune) it is ruinous, so that numbers of persons having no remedy in other courts, are practically debarred from obtaining justice.

That the petitions in favour of the Ecclesiastical Courts Bill, as introduced by the Government, and of the principle of the County Courts Bill, now read, be adopted, and presented to the House of Commons.

That these resolutions be advertised in the "Law Times."
JAMES RICHARDSON, Jun. Chairman.

Legal Notices.

PURSUANT to a DECREE of the HIGH COURT of CHANCERY, made in certain Causes entituled *Vale* v. *Sherwood*, *Vale* v. *Portbury*, *Vale* v. *Sherwood*, and *Watts* v. *Sherwood*, the Creditors of WILLIAM STARK, late of Shoreditch, and No. 26, Leather-lane, in the county of Middlesex, Gentleman, deceased (who died on or about the 25th day of February, 1824), are, on or before the 3rd day of June, 1844, to come in and prove their debts before William Wingfield, esq. one of the Masters of the said Court, at his Chambers, in Southampton-buildings, Chancery-lane, London; or, in default thereof they will be peremptorily excluded the benefit of the said Decree.
THOMAS DIMES,
26, Bread-street. Plaintiff's Solicitor.

PURSUANT to a DECREE of the HIGH COURT OF CHANCERY made in certain causes, entituled *Vale* v. *Sherwood*, *Vale* v. *Portbury*, *Vale* v. *Sherwood*, and *Watts* v. *Sherwood*, the Legatees named in the Will of WILLIAM STARK, late of Shoreditch and No. 26, Leather-lane, in the county of Middlesex, Gentleman, deceased, and the personal representatives of such of the legatees as have died since the death of the said testator (which happened in or about the month of February 1824), are, by their Solicitors, on or before the 3rd day of June, 1844, to come in before William Wingfield, esq. one of the Masters of the said Court, at his Chambers, in Southampton-buildings, Chancery-lane, London, and make out their claims; or, in default thereof, they will be peremptorily excluded the benefit of the said decree.
THOMAS DIMES, Plaintiff's Solicitor.
26, Bread-street.

LANCASHIRE INTERMEDIATE SESSIONS.—NOTICE IS HEREBY GIVEN, that a GENERAL SESSION of the PEACE for the County Palatine of Lancaster, for the trial of persons committed and held to bail on charges of felony and misdemeanor, will be held at the New Bailey Court House in Salford, on Friday, the 17th day of May, instant, at Ten o'clock in the Forenoon; and at the Court House in Preston, on Thursday, the 23rd day of May, instant, at Ten o'clock in the Forenoon.
GORSTS and BIRCHALL,
Deputy Clerks of the Peace.
Clerk of the Peace's Office, Preston,
May 1, 1844.

AT the ANNUAL MEETING of the WEST-RIDING LAW SOCIETY, held at Pontefract, on Wednesday, the 11th April, 1844,
MATTHEW SYKES, Esq. Milns-bridge, Huddersfield, in the Chair,
It was RESOLVED, that the Chairman communicate with the Manchester Law Society, with a view to the furtherance of any measures which may be advisable for the Protection of the interests of the Profession, and that the Chairman be appointed the Representative of this Society, to attend any meeting of other Societies to further the above object.
That this Resolution be advertised in the *Law Times*.
MATTHEW SYKES, Chairman.

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STAFFORDSHIRE.—MANORS of MARCHINGTON and AGARDSLEY, and ESTATES at MARCHINGTON, NEWBOROUGH, DROINTON, and LOXLEY, and the MARKET TOLLS at UTTOXETER.—To be SOLD by AUCTION, by CHARLES KNIGHT, at the White Hart Inn, Uttoxeter, in the county of Stafford, on Tuesday, the 21st of May, 1844, at Three o'clock in the afternoon,

IN LOTS:

The several MANORS or LORDSHIPS of MARCHINGTON and AGARDSLEY, in the county of Stafford, with their Courts Leet and Courts Baron, and valuable and extensive Manorial Rights; exclusive RIGHT of FISHERY in the River Dove; and a very

ELIGIBLE FREEHOLD ESTATE,

containing 700 Acres, or thereabouts, in Marchington and Newborough, comprising the roomy and substantially-built

MANOR HOUSE OF MARCHINGTON,

with suitable Buildings, desirably situated at Marchington, five miles from Burton-upon-Trent, a First-class Railway Station; and 33 Acres of OLD PASTURE LAND. The valuable DAIRY FARM, well known as

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with convenient Farm-house, WATER CORN MILL, and suitable Farm Buildings, and 254 acres of Arable, Meadow, and Pasture LAND, in the occupation of Thomas Kirkpatrick Hall, Esq.; and 114 acres of good LAND, allotted from Needwood Forest about the year 1801, also now occupied by Mr. Hall. An excellent

ARABLE FARM at THORNEY LANES,

in the township of Newborough, with good Farm-house and Buildings, containing about 235 acres, in the occupation of Mr. John Daken; and a FIELD of good ARABLE LAND, adjoing the last-mentioned Farm, containing nine acres, in the occupation of William Moss. Another

DAIRY FARM at THORNEY LANES,

containing 62 acres, in the holding of John Dearn, adjoining the estates of Lord Bagot and Mr. Hall.

A HOUSE and TEN ACRES of PASTURE LAND,

in the occupation of Charles Brandrick, adjoining the Turnpike-road from Burton to Abbot's Bromley. And sundry COTTAGES and GARDENS, in the holding of Daniel Rushton and others. Also,

A SMALL FARM at DROINTON,

in the Parishes of Colwich and Stowe, in the Occupation of John Bettson, containing 17 Acres, or thereabouts, adjoining the Estates of Earl Ferrers and Mrs. Fox. Also,

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THE MARKET TOLLS OF THE TOWN OF UTTOXETER;

and a Piece of Land, called the Toll Acre, with the Buildings at Bear Hill, in Uttoxeter.

The Estate is well stocked with game, lying between strictly preserved grounds.

The Farms may be viewed with leave of the Tenants; and any further Information obtained from the Auctioneer, Mr. SAMUEL GINDERS, Ingestre; or at the Office of Messrs. KEEN and HAND, Stafford, where, as well as at the place of Sale, printed Particulars descriptive of the Lots may be had on the 1st of May.

Sales by Auction.

Important and Valuable Property, near Park Lane.

MR. ELGOOD is honoured with instructions from the Executors of the late Alderman Sir Matthew Wood, to SELL by AUCTION, at the Mart, on Friday, May 31 (unless previously disposed of), the capital RESIDENCE of the late Baronet, distinguished as No. 77, South Audley-street, with portico entrance, fronting Audley Square, and a partial view of Hyde Park in the rear, containing ample accommodation for a family with a good establishment, all in complete order, having been recently decorated, and the stable and carriage accommodation is excellent and commodious. The appropriate furniture and effects may be taken. The premises (with adjoining property, which is underlet), are held under Lord SeGrave and the Dean and Chapter of Westminster, for a long term, at a trifling ground-rent of 40*l.* and offer an eligible purchase for occupation and investment.

Cards to view, and printed particulars to be had at Mr. ELGOOD'S Offices, 98, Wimpole-street. Particulars also at the Mart; and of Messrs. FYSON and CURLING, Frederick's-place, Old Jewry.

Grosvenor-gate, Hyde-park, & York-street, Gloucester-place.

MR. ELGOOD has the honour to announce that he is instructed by the Executors of Capt. E. Pelham Brenton, deceased, to SUBMIT to SALE, at the Mart, on Friday, May 31, in Two Lots, the very valuable LEASE, for thirty years, at a ground-rent, of the singularly elegant RESIDENCE for a lady or bachelor of rank and fortune, No. 4, Grosvenor Gate, Park-lane; a situation distinguished above all others for its beauty and fashion. The house is held under the Marquis of Westminster, and was substantially erected only 20 years since. It is let to the Duke of Manchester until 1849, at a rent of 400 guineas per annum, but now in the occupation of Lady Nugent.

Also No. 18, York-street, Portman-square, the late residence of the deceased, a compact house, with good offices; held for 60 years, at a ground-rent of 25*l.* and of the annual value of 80 guineas.

The house in York-street may be viewed, and printed particulars there had; also at the Mart; of Messrs. WALKER, GRANT, and Co. King's-road, Gray's-inn; and at Mr. ELGOOD'S Office, in Wimpole-street.

Houses in the immediate vicinity of Cavendish-square.

MR. ELGOOD begs to announce that he is instructed to SUBMIT to SALE, unless acceptable offers are previously made to rent or purchase, the LEASES, at ground rents, of THREE HOUSES, which have been let until Lady-day, and are now vacant—viz. 53, Harley-street, the late residence of Mrs. Winter, at a rent of 200gs. per annum; 5, Wimpole-street, the late residence of Sir Francis Morland, at a rent of 140*l.* per annum, both of which have stables; and 47, Welbeck-street, the late residence of A. Rich, esq. with a detached room on the parlour floor, and recently repaired, of the annual value of 120gs. Also, 22, Newman-street, a capital house and back premises, held for a term at a ground-rent.

May be viewed; and further particulars had of Mr. ELGOOD, at his office, in Wimpole-street, who is authorised to treat for the immediate letting or sale by private contract.

Elegant Mansion, in an Acre of Pleasure-ground, vicinity of Hyde-park and Kensington-gardens

MR. ELGOOD is instructed to OFFER for SALE, in this remarkably eligible situation, a RESIDENCE of the first class, substantially erected, and finished in a costly modern style, completely detached, with an ornamental garden, carriage-drive, coach-house and stable, enclosed by a brick wall. The whole of the premises are in perfect order, and fitted up with gas, hot and cold baths, a back staircase, and every accommodation for a family of the first respectability. Held of the Bishop of London for upwards of ninety years, at a ground-rent of 50*l.* and of the annual value of 350 guineas. A portion of the elegant furniture may be purchased, and immediate possession had.

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Spacious copyhold Residence, Hampstead-heath.

MR. ELGOOD is favoured with instructions to offer for SALE, an excellent FAMILY RESIDENCE, containing a dining-room, 24 feet by 18 feet, drawing-room 25 feet by 18 feet, and 12 feet 6 high; morning-room, &c. six best bed-chambers and dressing-rooms, seven or eight servants' ditto, and domestic offices, with six-stall stable, double coach-house, and other convenient buildings, handsome lawns and pleasure-gardens, &c. of about three acres, ornamented with fine timber, and intersected by gravel walks, the whole principally inclosed with a brick wall, and amply supplied with fine spring and soft water.

To be viewed by tickets, for which, and particulars, apply to Mr. ELGOOD, Auctioneer and Estate-agent, Wimpole-street.

Highgate.—Beautiful Freehold Residence, with Coach-house Stables, Pleasure-grounds, and Gardens, in all two acres and a half.

MESSRS. HEDGER will SELL by AUCTION, at the Mart, on Thursday, June 6, at twelve, the beautiful freehold Elisabethan Villa, Ivy Cottage, formerly the abode of the late C. J. Mathews, esq. since whose occupation a fortune has been expended in rendering it one of the most perfect suburban villas of the metropolis. It is placed in Milfield-lane, on the rise of Highgate-hill, on a southern slope, in luxuriant pleasure-grounds, and commands cheerful and pleasing views; contains entrance-porch and halls, dining-room, drawing-room, and library opening to a conservatory and to the lawn, several excellent bed-chambers, hot and cold bath, nurseries, &c. and capital domestic offices. The pleasure-grounds are charmingly disposed, and in the garden are forcing and succession houses, ornamental dairy, gardener's house; the whole two acres and a half.

Particulars may be had at the Mart; of H. Pidcock, esq. Whittlesey, Cambridgeshire; Messrs. Jones, Tinder, and Tudway, Bedford-row; and admissions to view, with every information, of Messrs. HEDGER, Land-agents, 16, New Bond-st. opposite the Clarendon, where a cosmoramic drawing may been seen.

THE GAZETTES.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, April 26.

Chapman, R. innkeeper, Pontypool, March 6. Trusts. S. Vernon, manager of the Monmouthshire Bank, Pontypool, T. Black, merchant, Newport, and C. Fresnoy, wine merchant, Bristol. Sol. Croft, Newport.—*Wood*, G. warehouseman, Manchester, March 16. Trusts. J. Kershaw, calico printer, Manchester, D. Ainsworth, warehouseman, Manchester, and J. H. Hawes, bookkeeper, Manchester. Sol. Sale, Manchester.

Gazette, April 30.

French, S. innkeeper, Laceby, Lincolnshire, April 3. Trusts. A. Marshall, corn merchant, Great Grimsby, and J. Weatherhog, cordwainer, Laceby. Sol. Moody, Great Grimsby.—*Hayward*, E. widow, Castle Hedingham, Essex, April 9. Trust. J. Gosling, brewer, Bocking. Sol. Craig, Braintree.—*Payne*, W. draper, Lewes, March 1. Trusts. T. Tarsey, warehouseman, Lad-lane, and W. S. Skillett, warehouseman, Bridge-st. Southwark. Sols. Parrington and Ledbury, King-st. Cheapside.—*Pickering*, E. miller, Cruck Meole, Salop, March 18. Sols. Messrs. Wace, Shrewsbury.—*Rees*, J. provision dealer and baker, Cardiff, April 4. Trust. J. Grace, corn factor, Bristol. Sols. Messrs. Livett, Bristol.

CREDITORS TO MEET ASSIGNEES.

Gazette, April 23.

Donnelly, J. merchant, Liverpool, May 15, at twelve, office of Norris, Liverpool, spec. aff.—*Millar*, T. hosier, Liverpool, May 15, at eleven, office of Messrs. Bennett, Manchester, spec. aff.

Gazette, April 26.

Fell, J. soda manufacturer, Oakley-st. Lambeth, Rowley Regis, and Walbrook, May 20, at eleven, Basinghall-st. spec. aff.—*Warner* and *Co.* brandy distillers, Liverpool, May 20 at eleven, office of Archer, Liverpool, spec. aff.—*Wood*, N. P. banker, Burslem and Manchester, May 18, at eleven, office of Atkinson and Saunders, Manchester, spec. aff.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, April 26.

ASHWIN, WILLIAM, steel pen maker, Birmingham, May 15 and June 7, at eleven, Birmingham, Christie, off. ass.; Rawlins, Birmingham, sol. Date of fiat, April 23. J. G. Reeves, factor, Birmingham, pet. cr.

BACHE, SHARRINGTON, builder and carpenter, 2, Milford-cottages, Commercial-road, Peckham, May 3, at half-past two, June 7, at twelve, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Buchanan and Grainger, Basinghall-st. sols. Date of fiat, April 22. A. Holliday, copper-plate printer, King-st. Saint Luke's, pet. cr.

BAKE, THOMAS, common brewer, Chorlton-upon Medlock, May 17 and June 4, at eleven, Manchester, Com. Jemmett; Fraser, off. ass.; Dearden, Manchester, and Johnson and Co. Temple, sols. Date of fiat, April 18. T. Hayton, hop merchant, Manchester, pet. cr.

BLAKE, BENJAMIN WILLIAM, merchant and paper manufacturer, 13, City-road, May 7, at one, June 7, at eleven, Basinghall-st. Com. Williams; Turquand, off. ass.; Hill and Matthews, Bury-court, St. Mary-Axe, sols. Date of fiat, April 19. G. Roberts, estate agent, Paternoster-row, pet. cr.

HAIGH, HENRY, engineer and tool maker, 49, Ratcliff-highway, May 9, at eleven, June 7, at twelve, Basinghall-st. Com. Williams; Graham, off. ass.; Watts, Bermondsey-st. sol. Date of fiat, April 24. R. Walker, sen. and jun. iron manufacturers, Fort-place, Grange-road, pet. crs.

HARRIS, ROBERT, hotel and eating-house keeper, Liverpool, May 9, at half-past eleven, June 7, at eleven, Liverpool, Com. Phillips; Morgan, off. ass.; Norris and Co. Bartlett's-buildings, and Norris, Liverpool, sols. Date of fiat, April 19. W. M. Lomas, wine merchant, Liverpool, pet. cr.

NEWMAN, ROBERT DAWSON, corn factor, Leeds, May 8 and May 31, at eleven, Leeds, Com. West; Young, off. ass.; Dunning and Co. Leeds, and Smithson and Co. Southampton-buildings, sols. Date of fiat, April 23. R. Shackleton corn miller, Leeds, pet. cr.

PARK, GEORGE, cowkeeper and dairyman, Charles-st. Commercial-road, May 2, at eleven, June 7, at twelve, Basinghall-st. Com. Fane; Whitmore, off. ass.; Turner, Chancery-lane, sol. Date of fiat, April 23. I. Circuit, hay salesman, Smithfield, pet. cr.

ROBEY, JOHN WALTON, builder, 42, Upper John-st. Fitzroy-sq. May 7 and June 12, at twelve, Basinghall-st. Com. Evans; Johnson, off. ass.; Walton and Forbes, Warnford-court, sols. Date of fiat, April 19. J. J. Bramah, iron master, Wimbourne, near Wolverhampton, pet. cr.

ROGERS, WATKIN, draper, Newport, Monmouthshire, May 10 and June 7, at eleven, Bristol, Com. Stephen; Hutton, off. ass.; Messrs. Bevan Bristol, and Messrs. Bennett, Manchester, sols. Date of fiat, April 10. J. and B. Smith, merchants, Manchester, pet. crs.

SIMPSON, JOHN, jun. and TOFT, WILLIAM, alkali manufacturers and manufacturing chemists, Balne-lane, Wakefield, May 11 and June 1, at eleven, Leeds, Com. Bere; Hope, off. ass.; Gregory and Co. Bedford-row, and Taylor and Westmoreland, Wakefield, sols. Date of fiat, April 19. J. Hardcastle, esq. Wakefield, on behalf of the Wakefield and Barnsley Union, pet. cr.

Gazette, April 30.

GOULD, JOSEPH, cheese factor, Sheen, Stafford, May 10, at half-past twelve, June 7, at one, Birmingham, Christie, off. ass.; Smith, Birmingham, sol. Date of fiat, April 12. J. Gould, farmer, Sheen, pet. cr.

JOHNSON, CHARLES, lime, stone and brick dealer, and inspector of weights and measures, Rochdale, May 11, at eleven, June 4, at one, Manchester, Com. Jemmett; Stanway, off. ass.; Woods and Jackson, Rochdale, and Norris and Co. Bartlett's-buildings, sols. Date of fiat, April 24. R. Jackson and J. Woods, attorneys, Rochdale, pet. crs.

[illegible], carpenter and builder, Somerset-st. Whitechapel, May 11, at two, June 11, at half-past eleven, Basinghall-st. Com. [illegible]; Edwards, off. ass.; Burrell, Fenchurch-st. sol. Date of fiat, April 27. W. Sykes, timber merchant, Osborne-st. Whitechapel, pet. cr.

MORREY, GEORGE, publican, Stratford-upon-Avon, May 9 and June 8, at eleven, Birmingham, Com. Daniell; Bittleston, off. ass.; Robinson, Ironmonger-lane, and Stringer, Stratford-upon-Avon, sols. Date of fiat, April 22. J. Phillips, wine merchant, Black Raven-court, Seething-lane, Tower-st. pet. cr.

NICHOLS, CHARLES, bookseller, printer, and stationer, Wakefield, May 11 and June 6, at eleven, Leeds, Com. Bere; Fearne, off. ass.; Willis and Co. Tokenhouse-yard, and Taylor and Co. Wakefield, sols. Date of fiat, April 27. T. Dean, farmer, Methley, Yorkshire, pet. cr.

PEMBERTON, JOHN, soap boiler, Knostrop, Yorkshire, May 11 and June 1, at eleven, Leeds, Com. Bere; Hope, off. ass.; Williamson and Hill, Gray's-inn, and Bond, Leeds, sols. Date of fiat, April 24. B. H. Starey and W. Palmer, patent candle makers, Sutton-st. Clerkenwell, pet. crs.

PERRY, JOHN, maltster, retail brewer and attorney's writing clerk, 88, Coventry-road, Birmingham, May 11 and June 5, at eleven, Birmingham, Com. Daniell; Whitmore, off. ass.; Suckling, Birmingham, sol. Date of fiat, April 23. W. Warden, corn dealer, Birmingham, pet. cr.

PHILLIPS, GEORGE EDWARD, saddler and harness maker, Plymouth, May 13 and June 6, at eleven, Exeter, Com. Goulburn; Hernaman, off. ass.; Elworthy, Plymouth, Stogdon, Exeter, and Surr, Lombard-st, sols. Date of fiat, April 20. E. Sawdy, gent. Devonport, pet. cr.

WILCOCKSON, SAMUEL, linen draper and mercer, Chesterfield, Derbyshire, May 14 and June 5, at twelve, Manchester, Com. Skirrow; Pott, off. ass.; Hardwick and Davidson, Weaver's-hall, and Sale and Worthington, Manchester, sols. Date of fiat, April 24. J. Bradbury and J. Greatorex, warehousemen, Aldermanbury, pet. crs.

WRIGHT, GEORGE FREDERICK, innkeeper, Troubridge, Madeley, Salop, May 18 and June 8, at eleven, Birmingham, Com. Daniell; Whitmore, off. ass.; Clarke and Gosling, Austinfriars, Marcy, Wellington, and Slaney, Birmingham, sols. Date of fiat, April 26. P. Wright, agent, Dawley, Shropshire, pet. cr.

MEETINGS AT BASINGHALL-STREET.

Gazette, April 26.

Champion, R. furrier, Friday-st. May 10, at two (adj. April 18), last ex.—*Cundy*, carpenter, Ranelagh-st. May 3, at two, last ex.—*Emmins*, W. builder, Brompton, May 18, at half-past one, aud.—*Rolfe*, J. coal and timber merchant, Uxbridge, May 18, at two, aud.—*Stanford*, J. architect, Pall-mall, May 14, at twelve, aud.—*Tindall*, T. linen draper, Hastings, Sussex, May 17, at eleven, div.—*Wells*, A. surgeon, Wickford, May 17, at eleven, aud.

Gazette, April 30.

Alsop, R. grocer, Manchester, May 21, at eleven, Manchester, aud.—*Barker*, R. druggist, Manchester, May 16, at eleven, Manchester (adj. April 23), last ex.—*Benson*, T. grocer and druggist, Darlington, May 22, at half-past twelve, Newcastle, aud.—*Bird*, J. M. chemist, Liverpool, May 23, at half-past eleven, Liverpool, aud.—*Botcherby*, J. linen manufacturer and iron merchant, Darlington, Durham, May 21, at eleven, Newcastle, final div.—*Brown*, J. jun. Tydee, Bassaleg, Monmouthshire, May 21, at eleven, Bristol, div.—*Burkill*, J. merchant, Louth, May 29, at eleven, Leeds (by adj.), last ex.—*Dakeyne*, A. smallware dealer, Bolton-le-Moors, June 3, at twelve, Manchester, aud.—*Dunn*, R. and R. D. cornfactors and merchants, Wakefield, Yorkshire, May 22, at eleven, Newcastle, aud. and May 23, at eleven, div.—*Everall*, E. coal merchant, Liverpool, Lancashire, May 23, at one, Liverpool, div.—*Gibson*, G. stock broker, Liverpool, May 23, at one, Liverpool, aud.—*Goddard*, J. and H. bankers, May 22, at eleven, Birmingham, aud., and (adj. April 24), fin. joint div. and sep. of J. Goddard, and May 23, at eleven, sep. of H. Goddard.—*Hewitt*, J. merchant, Liverpool, May 23, at one, Liverpool, aud.—*Jackson*, W. baker, Liverpool, May 23 at half-past twelve, Liverpool, aud.—*Knight*, J. mercer and draper, Preston and Lancaster, May 23, at one, Manchester, aud. and May 24, at one, div.—*Lewis*, R. wine merchant, Mold, May 15, at twelve, Liverpool (adj. April 16), last ex.—*Rose*, J. ironmonger, Spalding, Lincolnshire, May 23, at half-past eleven, Birmingham, final div. and at half-past twelve, aud.—*Sadler*, G. linen draper, Cheltenham, May 20, at half-past eleven, Bristol (adj. July 19, 1841), last ex.—*Smith*, W. smallwareman, Nottingham, May 23, at eleven, Birmingham, aud.—*Stott*, J. woollen manufacturer, Rochdale, Lancaster, May 22, at twelve, Manchester, first div.—*Todd*, T. dealer in cotton goods, Manchester, May 21, at twelve, Manchester, aud.—*Ward*, W. P. grocer, Liverpool, May 15, at one, Liverpool (adj. April 23), last ex.—*Whinfield*, W. A. draper, Newcastle-upon-Tyne, May 21, at one, Newcastle, aud. and May 22, at eleven, fin. div.—*White*, T. merchant, Liverpool, May 29, at twelve, Liverpool, aud.—*Wright*, J. and *Davies*, J. wholesale grocers, Liverpool, May 23, at half-past twelve, Liverpool, aud. and div.

FOR ALLOWANCE OF CERTIFICATES.

Gazette, April 30.

Hillam, F. ale merchant, Cambridge-ter. Edgware-road, May 22, at twelve.—*Levy* and *Levy*, fruit merchants, Liverpool, May 22, at twelve.—*Lubbock*, T. E. victualler, Butcher Hall-lane, May 22, at twelve.—*Lumley*, I. victualler, Cornwall-road, May 21, at half-past eleven.—*Savill*, C. grocer, Romford, May 29, at twelve.—*Tapp*, C. coach maker, Wigmore-st. May 21, at one.

MEETINGS IN THE COUNTRY.

Gazette, April 26.

Botcherby, J. linen manufacturer and iron merchant, Darlington, May 20, at eleven, aud.—*Brown* and *Co.* balance makers, Prescot, May 7, at one, Liverpool (adj. April 23). Sep. auds. of R. Brown, sen. and jun.—*Campion*, R. and *Campion*, J. bankers, Whitby, York, May 18, at eleven, Leeds, aud. and May 21, at eleven, joint div.—*Cawood*, G. C. tobacconist, Sunderland, May 20, at half-past eleven, Newcastle, aud.—*Fisher*, J. H. carver, Exeter, May 17, at 12, Exeter, aud.—*Holdroyd*, J. brick and tile maker, Northmoor, Northumberland, May 1, at eleven, Newcastle (adj. Mar. 29), last ex.—*Holroyd* and *Waller*, stone masons, Sheffield, May 18, at eleven, Leeds (by adjmt.) last ex.—*Meale*, T. ironmonger, Llanelly, May 17, at eleven, Bristol, aud.—*Murray*, J. and *Brown*, W. millwrights, engineers, and iron-founders, Liverpool, May 17, at half-past twelve, Liverpool (adj. April 23), div.—*Phillips*, R. chemist, Exeter, May 17, at eleven, Exeter (by order of the Lord Chancellor), aud.—*Pringle*, W. carrier and corn merchant, May 20, at one, Newcastle, div.—*Risdon*, J. bookseller, Exeter, May 17, at twelve, Exeter (by order of the Lord Chancellor), aud.—*Robinson*, J. B. and *Robinson*, W. ironmongers, Macclesfield, May 17, at eleven, Manchester, aud. May 18, at eleven, fur. div.—*Scarth*, M. miller, Bishop Wearmouth, Durham, May 20, at twelve Newcastle, fin. div.—*Smith*, R. attorney and money scrivener, High-st. Worcester, May 21, at one, Birmingham, aud. and May 22, at one, div.—*Templeton*, T. and A. silk manufacturers, Congleton, Chester, May 17, at twelve, Manchester (adj. April 17), fur. div.—*Thomas* and *Co.* contractors and merchants, Plymouth Dock, and Gosport, May 22, at twelve, Exeter (by order of the Lord Chancellor), aud.—*Vansom*, W. wool merchant, Rochdale, May 17, at eleven, Manchester, aud. and May 18, at eleven, fur. div.

Gazette, April 30.

Armfield, W. draper, Northampton, May 23, at twelve, div.—*Beckley*, R. grocer, North Audley-st. May 23, at eleven, aud.—*Bourfot*, C. and *Espivent*, W. merchants, 4, Coleman-st.-bldgs. City, May 21, at twelve, div. of Espivent.—*Bunker*, J. E. merchant, Lower Shadwell, Middlesex, May 8, at one, div.—*Goften*, W. pawnbroker and general salesman, Gilbert-st. Oxford-st. and Farringdon-st. City, May 23, at half-past eleven, fin. div.—*Hodson*, E. linen-draper, Thrapston, Northampton, May 22, at twelve, div.—*Riddey*, C. J. innkeeper, Little Creaton, May 22, at one, aud.—*Simpson*, J currier, Goswell-st. May 14, at half-past twelve, aud.—*Stocken*, A. and *Utton*, W. coachmakers, Halkin-st. Belgrave-sq. Middlesex May 22, at two, div.—*Tapp*, C. coachmaker, Wigmore-st. St. Marylebone, May 21, at one, div.—*Williamson*, C. hosier, 17, Regent-st. St. James's, May 21, at one, div.

FOR ALLOWANCE OF CERTIFICATES.

Gazette, April 26.

Alsop, R. grocer, Manchester, May 18, at eleven, Manchester.—*Brewer*, T. flag dealer, Liverpool, May 17, at eleven, Liverpool.

Gazette, April 30.

Bentley, T. calico printer, Eccleston, May 21, at one, Liverpool.—*Clark*, T. F. draper, Liverpool, May 23, at one, Manchester.—*Crump*, J. corn dealer, Stanway, May 22, at eleven, Bristol.—*Dakeyne* A. smallware dealer, Bolton le Moors, June 4, at twelve, Manchester.—*Douglass*, J. rope manufacturer, May 21, at twelve, Newcastle.—*Franklin*, B. W. merchant, Liverpool, May 24, at eleven, Liverpool.—*Gent*, R. oil merchant, Manchester, June 4, at twelve, Manchester.—*Hewitt*, H. S. victualler, Manchester, May 23, at twelve, Manchester.—*Jackson*, W. baker, Liverpool, May 21, at half-past twelve, Liverpool.—*Lowes*, R. common brewer, Sunderland, May 21, at half-past twelve, Newcastle.—*Pott*, W. silk throwster, Macclesfield, June 4, at twelve, Manchester.—*Rayner*, E. merchant, Sheffield, May 24, at eleven, Leeds.—*Smith*, W. smallwareman, 23d May, at eleven, Birmingham.

CERTIFICATES.

Gazette, April 26.—To be allowed May 17.

Barry, J. H. merchant, Liverpool.—*Giles*, T. H. omnibus proprietor, Bow.—*Judd*, J. and W. mealmen, Romsey.—*Nuttall*, T. pork butcher, Rochdale.—*White*, S. surgeon, Lamb's Conduit-st.

Gazette, April 30.—To be allowed May 21.

Davenport, R. jun. plumber, Birmingham.—*Hague*, I. engineer, partner with W. Millar and W. T. Grant, Wapping-wall.—*Minister*, E. tailor, Argyll-place.—*Norman*, T. sail-cloth manufacturer, Penketh.—*Parker*, *Shore*, *Brewin*, and *Rodgers*, Messrs. bankers, Sheffield.—*Sturtevant*, R. L. soap manufacturer, Church-st. Bethnal-green.—*Taylor*, C. W. draper, Epping.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, April 23.

Atkey, T. H. grocer, Brighton.—*Baxter*, S. fisherman, Barking.—*Brown*, J. cabriolet proprietor, Duke's-mews, Lisson-grove.—*Chamberlain*, G. carpenter, Praed-st. Paddington.—*Chambers*, G. clerk, Rosomon-buildings, Islington.—*Coningworth*, W. sen. purser, Agnes-place, Waterloo-road.—*Craven*, J. corn miller, Leeds.—*Deane*, B. J. lucifer manufacturer, Sidney-st. Commercial-road.—*Duce*, J. cloth maker, Leeds.—*Everett*, R. warehouse clerk, 69, Strand.—*Fearnside*, H. carver and gilder, Leeds.—*Fothergill*, W. victualler, Batley.—*Frost*, G. beer retailer, Edmonton.—*Gooderham*, F. nurseryman, Vassal-road, North Brixton.—*Hilder*, R. out of business, Bradwell, Suffolk.—*James*, T. labourer, Wymondham, Leicestershire.—*Limebeer*, J. J. boot and shoemaker, Great Queen-st. Lincoln's-inn-fields.—*Nicholson*, H. butcher, Leeds.—*Pennington*, W. draper, Bedlington, Durham.—*Phillips*, H. oilman, Temple-st. St. George's-road.—*Rogers*, T. L. farmer, Knockin, Salop.—*Scholefield*, H. wood dealer and farmer, Huddersfield.—*Sheppard*, G. cook, Upper Stamford-st. Waterloo-road.—*Smith*, G. slate-quarry agent, Llandwrog, Carnarvonshire.—*Taylor*, G. foreman to a jeweller, Meredith-st. Clerkenwell.—*Thurston*, R. H. baker and confectioner, Norwich.—*Town*, J. wheelwright, Halifax.—*Unsworth*, P. butcher, Liverpool.—*Warburton*, G. joiner, Harpurhey, near Manchester.—*Way*, J. baker and grocer, Portsea.—*Whitworth*, G. farmer and dealer, Olney, Buckinghamshire.—*Wilkinson*, E. widow, out of business, Bawtry, Yorkshire.—*Windsor*, O. R. solicitor, St. Ann's-terrace, St. John's-wood.

Gazette, April 26.

Bagnall, W. H. watchmaker, Bishopsgate-st. Without.—*Baker*, E. out of business, Lawrence-lane, City.—*Barthram*, W. livery-stable keeper, Raven-row, Mile-end.—*Benjamin*, A. dairyman, Gravel-lane, Houndsditch.—*Bonny*, J. tailor, Edge-hill, near Liverpool.—*Bracher*, F. N. schoolmaster, New Sarum, Wilts.—*Carreer*, G. edge-tool grinder, Sheffield.—*Cornhill*, W. coffee-house keeper, Coleman-st.—*Curran*, W. stevedore, Liverpool.—*Dennis*, W. joiner, Nottingham.—*Ellerson*, W. horse dealer, Eynsford, Kent.—*Fothergill*, M. attorney, Pontefract.—*Garrett*, J. victualler, Cook-lane, Shoreditch.—*Humm*, R. carpenter, Bedford-st. Tottenham-court-road.—*Hederstedt*, C. out of business, Lambeth-road.—*Jefferies*, R. A. butcher, East-st. Walworth.—*Luckett*, J. mop maker and coffee-house keeper, Adam-st. West, Bryanstone-sq.—*Prebble*, M. tallow chandler, Strand.—*Pugden*, J. out of business, London-road, Southwark.—*Robinson*, T. S. joiner, Great Neston, Cheshire.—*Shaw*, E. M.

widow, out of business, Manchester.—*Standen*, J. block pitcher to a calico printer, Clitheroe.—*Suffhill*, J. farmer, Hillingdon.—*Swann*, W. fish merchant, Great Yarmouth.—*Thompson*, J. veterinary surgeon, Aldborough.—*Trounsell*, G. F. lieutenant, King's Kerswell.

PETITIONS TO BE HEARD AT BASINGHALL-STREET.

Gazette, April 23.

Adams, T. out of business, Grosvenor-terrace, Well-st. Camberwell, May 1, at half past eleven.—*Allen*, W. J. butcher, Portsea, April 29, at twelve.—*Bromley*, J. lodging-house keeper, Mulgrave-place, Woolwich, April 29, at eleven.—*Brown*, E. lodging-house keeper, James-place, Hackney-rd. and lamp-trimmer, Croydon, April 29, at half-past eleven.—*Bunting*, W. butcher, Newport Pagnell, Buckinghamshire, May 1, at one.—*Pearce*, C. blacksmith, Hingham, April 27, at eleven.—*Simpson*, S. brick maker, Upper Boston-st. Dorset-sq. April 29, at half-past eleven.

Gazette, April 26.

Barne, J. barge master, Rochford, May 4, at eleven.—*Bone*, J. out of business, Rottendon-common, May 2, at half-past one.—*Chapman*, W. baker, Bedford, May 1, at eleven.—*Cook*, G. grocer and coal dealer, Greek-st. Soho, May 4, at eleven.—*Cunningham*, C. out of business, Nutford-place, Marylebone, May 2, at one.—*Edwards*, M. tailor, Mitre-street, Lambeth, May 2, at two.—*Grace*, W. L. out of business, Essex-place, Grange rd. Dalston, May 4, at twelve.—*Hasler*, T. East-st. Finsbury-market, May 2, at two.—*Henry*, F. in no profession, Caroline-st. Regent's-park, May 2, at one.—*Hinton*, T. V. plumber, Edgeware, May 4, at eleven. —*Jenkins*, A. fishmonger, Ryde, May 2, at one.—*King*, J. farmer, Wattisham, May 1, at eleven.—*Levy*, A. Upper Baker-st. Portman-sq. May 2, at two.—*Morgan*, R. H. coach builder, New Church-st. Paddington, May 2, at half-past one.—*Pegrum*, S. butcher, Notting-hill, May 2, at one.—*Perry*, J. saddler, Blackmore, May 2, at half-past twelve.—*Porter*, W. H. cabriolet-proprietor, Doughty-mews, Russell-sq. May 4, at one.—*Revill*, G. draper and slop seller, Mitcham, May 2, at two.—*Robertson*, J. W. tailor and publican, Wingfield, April 30, at eleven.—*Rowling*, J. Beaumont-st. Marylebone, May 1, at eleven.—*Sewell*, W. muster mariner, Great Yarmouth, May 2, at two.—*Whipps*, J. sen. coal merchant, Nicholl-st. Haggerston, May 2, at two.—*Wilkins*, T. grocer, Edmund's-place, Lower Wandsworth-road, May 1, at eleven.—*Woolman*, J. A. farmer, Little Clacton, May 1, at eleven.

FINAL ORDERS.

Gazette, April 23.

Bindall, J. tailor, Welbeck-st. May 4, at one.—*Binstead*, J. S. accountant, Stoke Newington-road and Finsbury-st. May 4, at one.—*Brown*, E. out of business, Paradise-st. Lambeth, May 2, at one.—*Davis*, J. Wolvercot, May 6, at half-past one.—*Drust*, G. Tonbridge, May 2, at one.—*Dornford*, F. A. artist, Upper Portland-pl. Wandsworth-rd. May 4, at one.—*Francis*, J. F. tailor and draper, Sebright-pl. East, Hackney-rd. May 6, at two.—*Haslip*, H. cutler, High Holborn, May 4, at one.—*Haynes*, J. shoe-maker, Queen's-square, May 4, at one.—*Kelly*, J. C. S. livery-stable keeper, Wardrobe-place, March 4, at one.—*Knight*, H. out of business, Maidstone, May 6, at one.—*Marriott*, W. the younger, hat manufacturer, St. Andrew's-road, New Kent-road, May 4, at two.—*Plowman*, J. coachman, Thornhill-bridge-place, Battle-bridge, May 2, at one.—*Smith*, R. clerk to a hay salesman, Seckford-st. Clerkenwell, May 2, at one. *Tennant*, R. Ward-st. Lambeth-walk, May 6, at eleven.—*Tune*, J. tailor, Union-st. Middlesex, May 6, at half-past eleven.—*Trigg*, R. plumber, Redenhall-with-Harleston, May 6, at half-past two.

Gazette, April 26.

Andrews, W. coach trimmer, Winchester, May 7, at half-past eleven.—*Butler*, S. J. watch gilder, Finsbury, May 7, at half-past twelve.—*Collender*, W. painter, Edward-st. Limehouse, May 7, at half-past one.—*Cooper*, W. boot maker, Camden-st. and Camden-passage, Islington, May 7, at half-past one.—*Fish*, R. boot maker, Chatham, May 7, at twelve.—*Oliver*, J. E. organist, Bayswater, May 7, at twelve.—*March*, T. warehouseman to a china dealer, Derby-st. King's-cross, May 7, at half-past twelve.—*Roffey*, R. bricklayer, New-row, Deptford, May 7, at one.—*Sawyer*, E. quarryman, Long Crendon, May 7, at half-past two.—*Scott*, T. carpenter, Bishop's Cleeve, May 7, at twelve.—*Spiller*, J. J. attorney, Camomile-st, May 7, at eleven.—*Vinten*, J boot maker, Mount-st. Grosvenor-sq. May 7, at one.

PETITIONS TO BE HEARD IN THE COUNTRY.

Gazette, April 26.

Ashurst, C. out of business, Manchester, May 2, at twelve, Manchester.—*Barlow*, J. victualler, Stockport, May 2, at twelve, Manchester.—*Batts*, M. farmer, Handsworth, May 1, at half-past ten, Birmingham.—*Broadbent*, W. plumber, Meltham, May 4, at eleven, Leeds.—*Brook*, J. cloth manufacturer, Dewsbury, May 4, at eleven, Leeds.—*Burton*, H. out of business, Liscard, May 3, at eleven, Liverpool.—*Charlesworth*, J. machine maker, Kirkburton, May 4, at eleven, Leeds.—*Cooke*, E. widow, Masborough, May 4, at eleven, Leeds.—*Cooper*, A. farmer and butcher, Twerton, and Market-st. Somersetshire, May 3, at one, Bristol.—*Drew*, S. upholsterer, Wakefield, May 4, at eleven, Leeds.—*Horsfall*, J. beer seller, Dewsbury, May 4, at eleven, Leeds.—*Jones*, J. D. tobacconist, West Bromwich, May 4, at half-past ten, Birmingham.—*Locke*, W. A. coal dealer, Manchester, May 8, at twelve, Manchester.—*Newell*, T. clothier, Calverley, May 4, at eleven, Leeds.—*Owen*, R. tavern keeper, Llanwrst, May 1, at eleven, Liverpool.—*Parker*, J. fellmonger and parchment maker, Northleach, April 30, at one, Bristol.—*Shinton*, J. beer retailer, Tardibigg, May 1, at half-past ten, Birmingham.—*Talbot*, G. C. agent, Blackburn, May 2, at twelve, Manchester.—*Williams*, H. butcher, Liverpool, April 30, at twelve, Liverpool.—*Wood*, J. W. Duddeston-row, Warwickshire, May 7, at one, Birmingham.

FINAL ORDERS.

Gazette, April 23.

Addey, J. jun. joiner, Selby, May 4, at eleven, Leeds.—*Butt*, J. out of business, Harescombe, May 6, at half-past one, Bristol.—*Dickenson*, W. baker and flour seller, Nottingham, May 10, at twelve, Birmingham.—*Dobson*, W. flour dealer, Leeds, May 4, at eleven, Leeds.—*Gerard*, J. tallow chandler, Frome Selwood, May 6, at twelve, Bristol. —*Grundy*, W. cabinet maker, Nottingham, May 7, at eleven, Birmingham.—*Hewitt*, G. beerhouse keeper, Sheffield, May 4, at eleven, Leeds.—*Masters*, J. jun. fancy soap maker, May 6, at half-past eleven, Bristol.—*Shaw*, J. fancy manufacturer, Kirkburton, May 4, at eleven, Leeds.—*Shepherd*, J. boot maker, Huddersfield, May 4, at eleven, Leeds.

Gazette, April 26.

Addock, S. joiner, Nottingham, May 21, at one, Birmingham. — *Bell*, J. toll-bar keeper, Manchester, May 9, at twelve, Manchester.—*Croft*, J. clogger, Leeds, May 8, at eleven, Leeds.—*Grace*, W. carver, Wakefield, May 8, at eleven, Leeds —*Green*, T. innkeeper, Leeds, May 8, at eleven, Leeds.—*Griffiths*, W. grocer, Whitford, May 3, at twelve, Liverpool.—*Haw*, T. woollen salesman, Leeds, May 8, at eleven, Leeds.—*Hornby*, F. butcher, Manchester, May 9, at twelve, Manchester.—*Johnston*, T. out of business, Wellington, May 10, at half-past twelve, Birmingham.—*Newsome*, J. wool comber, Bradford, May 8, at eleven, Leeds. —*Padley*, W. retail beer seller, Kimberley, May 8, at eleven, Leeds.—*Pettinger*, R. jun. wheelwright, Hatfield, May 8, at eleven, Leeds.—*Phillips*, M. S. butcher, Cheltenham, May 7, at eleven, Bristol.—*Savage*, H. out of business, Hereford, May 9, at eleven, Bristol. —*Seel*, J joiner, Liverpool, May 7, at eleven, Liverpool.— *Sowry*, F. butter dealer, Leeds, May 8, at eleven, Leeds.—*Swain*, H. B. hawker, Bradford, May 8, at eleven, Leeds.

TO BE HEARD BY ORDER OF COURT.

Town.

The following Prisoners, whose Estates and Effects have been vested in the Provisional Assignee by Order of the Court, having filed their Schedules, are ordered to be brought up before the Court in Portugal-street, to be dealt with according to the Statute.

Gazette, April 23.

Court-house, Portugal-street, May 14, at nine.

Crow, G. F. butcher, York-st. Westminster.—*Grint*, F. J. coal and potatoe dealer and cabinet carver, Monmouth-st. Seven-dials.—*Hockin*, J. dealer in poultry, Vine-st.-terrace, Waterloo-road. — *Laurie*, A. carpenter, Portland-st. Walworth-common.—*May*, L. surgeon dentist, Great Russell-st. Bloomsbury.—*Oulds*, G. oilman, Shepperton-st. Islington, —*Powell*, J. T. labourer, Lower Martha-st. St. George's-in-the-East.—*Skeats*, S. statuary, Brook-st. Fitzroy-square.—*Tietjen*, J. fruiterer, Charles-pl. New Peckham. — *Walter*, C. attorney, White Hart-yard, Brook-st. Holborn, and Bath-st. Newgate-st. —*Whitlock*, G. commission agent for the sale of timber, Praed-st. Paddington.

Same hour and place, May 16.

Campbell, D. commission agent, John-st. Pentonville, and Billiter-square (adjourned). — *Carrington*, J. surveyor and builder, Plumstead-common and Seething-lane.—*Davis*, J. accoucheur, Palace-st. Pimlico.—*Lorer*, F. printer, Aldine-chambers, Paternoster-row.—*Morgan*, A. F. clerk, Manor-place, Walworth.—*Moron*, G. mason, Wellington-st. Newington-causeway.—*Pead*, A. out of business, Mitre-st. Aldgate.—*Rennie*, J. lieutenant in the navy, King's-row, Pimlico (adj.).—*Richards*, H. attorney, Milton-st. Dorset-square, and Chandos-st. Cavendish-square.—*Ridley*, J. dealer in cabinet fancy manufactured goods, Jewin-st. Cripplegate. — *Williams*, G. H. hair dresser, Brill-row, Somers-town.

Gazette, April 26.

Court-house, Portugal-street, May 20, at nine.

Coleman, D. bricklayer, Hayfield-place, Mile-end-road.—*Harriss*, J. out of business, Little Newport-st. Newport-market.—*Lawrence*, G. W. dealer in horses, Mortimer-terrace, Kentish-town.—*M'Neir*, J. out of business, Wardrobe-terrace, Doctor's-commons.—*Waters*, R. lighterman, May's-row, Limehouse. — *Wright*, H. cheesemonger, Edgeware-road.

Sales by Auction.

Under a Fiat in Bankruptcy.—Valuable Leasehold Estates for investment and occupation, Kingsland-road and Hoxton.

MESSRS. DAVIS and VIGERS are directed by the Assignees of Mr. Thomas Amos to SELL by AUCTION, at the Mart, on Tuesday, May 14, at Twelve for One, in two lots, SIX substantial brick-built RESIDENCES, 114 and 115, Tyssen-place, and 22, 23, 24, and 25, Flemming-street, Kingsland-road, Middlesex, and a very extensive range of brick-built Workshops in Flemming-street, lately occupied by the bankrupt in his trade, a builder. Also a Piece of Ground, with valuable frontage of thirty feet, and range of workshops and other buildings thereon, situate in East-street, Hoxton, shewing together a rental of 226*l.* per annum. The premises may be viewed by permission of the several tenants.

Particulars, &c. to be had of J. F. GROOM, Esq. Official Assignee, Abchurch-lane; Messrs. J. and W. SHEFFIELD, Solicitors, 147, Leadenhall-street; at the Mart; of G. W. ARMSTRONG, Esq. 33, Old Jewry; and Messrs. DAVIS and VIGERS' Offices, 3, Frederick's-place, Old Jewry.

Norwood, Surrey.—Neat Family Cottage, with Five Acres of Land.

MESSRS. DAVIS and VIGERS are instructed to SELL by AUCTION, at the Mart, on Tuesday, May 28, at Twelve o'clock, a comfortable RESIDENCE, with good Garden and enclosed Meadows, only five miles from London, having continual communication by coaches and omnibuses, at low fares. The accommodation affords seven airy chambers, three sitting-rooms, and convenient offices, chaise-house, stabling, and gardener's lodge. The grounds are very retired, with commanding views. A gentleman with London engagements may here, at very moderate cost, find a quiet home with economical enjoyment of the country. The house stands back from the high road, on the right, a little beyond the Horns, Norwood, and may be viewed by leave of the tenant, Mr. Thompson.

For particulars, apply at the Horns, Norwood; Greyhound, Croydon; the Elephant and Castle, Newington; at the Mart; of JOHN GREGSON, Esq. 18, Bedford-row; and of the Auctioneers, 3, Frederick's-place, Old Jewry.

Maryland, North America.—Territorial Estate of 12,700 Acres, with great Mineral, Agricultural, and other resources, in the finest part of the United States.

MESSRS. DAVIS and VIGERS are instructed to SELL by AUCTION, at the Mart, on Tuesday, May 28, at Twelve o'clock, unless previously disposed of, a PROPERTY singular for its many valuable resources and vast capability of improvement, with fine openings for profitable investment of capital. Such extensive means for realizing a delightful princely independence at a comparative small cost, and without hazard, have probably never before been offered for sale in this country. The estate consists of 12,700 acres, situate fifteen miles west of Hancock, and twenty-two miles east of Cumberland, and only a fortnight's journey from England. The climate is remarkably fine, salubrious, and agreeable, and adapted to European constitutions. The soil is fertile, and produces the corn and fruits of Britain, with the addition of maize, tobacco, grapes, and the finer growth of the south. The mineral resources are rich, iron is abundant, and coal is found in several places, water-power to a great extent is at command. A considerable expenditure has already been incurred, of which the purchaser will have the advantage, but a vast field remains for profitable improvements, and there can be no doubt that the many resources may be brought to yield an incalculable return. The purchase would be eligible for a body of individuals, as it affords room for the settlement and operations of several families; and in order to ensure entire confidence, the sale is made subject to a condition which gives the purchaser three months to affirm or annul his bargain, and the option of leaving half the purchase money on mortgage.

For further information and particulars, apply to JAMES SPEED, Esq. Baltimore, Maryland; Messrs. FRESHFIELD, 5, Bank-buildings; and to Messrs. DAVIS and VIGERS, 3, Frederick's-place, Old Jewry, London.

Lindfield, Sussex.—Freehold Estate, with Villa, eighteen Cottages, seven Houses, and 114 acres of Land, let in small Farms, producing at low rents 275*l.* per annum.

MESSRS. DAVIS and VIGERS are instructed to SELL by AUCTION, at the Mart, on Tuesday, May 28, at Twelve o'clock, in two lots, that very interesting ESTATE, called the GRAVELLY COLONY, situate in a fast-improving part of Sussex, only fourteen miles from Brighton, and one from the Hayward's-heath Railway Station. It comprises a comfortable Residence, containing five chambers, three sitting rooms, and very convenient offices, an observatory, coach-house and stables, with farm offices, garden, orchard, cottage, and eighteen acres of land; now let at a ground-rent on lease, of which only a few years are unexpired; the remainder, except some small portions of woodland, is divided into allotments for cottage cultivation. There are six neat houses, four of which are adapted for summer family residences, with farm offices, having from five to fifteen acres of land attached, and eighteen superior cottages, with one acre and a quarter of ground attached to each; the whole being admirably arranged for the comfort and happiness of the occupiers. On this estate for many years lived the late philanthropic William Allen, who successfully carried out his benevolent plans for improving the condition of the peasantry by building them suitable houses, and giving to each sufficient land for their use and occupation; and the advantages of the system are here fully developed in the greater comfort, independence, and better morals of the occupiers; and surrounded by a thriving and grateful tenantry, his residence here must have been truly delightful. The situation is remarkably pleasant and healthy, and on account of its milder marine air, is highly recommended to invalids in preference to Brighton, and becoming much frequented.

Particulars may be had at the New Ship, Brighton; Star, Lewes; Red Lion, Lindfield; Greyhound, Croydon; and in London, at the Mart; of Messrs. J. C. and H. FRESHFIELD, 5, New Bank-buildings; and of the Auctioneers, 3, Frederick's-place, Old Jewry.

Sales by Auction.

Freehold Properties for small Investments in the City of London and at Chelsea.

MESSRS. DAVIS and VIGERS are instructed to SELL by AUCTION, in five lots, at the Mart, on Tuesday, May 28, at twelve, a MOIETY, or Half Share, of FIVE FREEHOLD HOUSES, being No. 91, Fetter-lane; Nos. 1 and 2, Took's-court, Chancery-lane; No. 1, Ship-yard, Temple-bar; and No. 20, Charles-street, Queen's-elms; producing together a rental of 162*l.* per annum. Small capitalists may here find the means of largely augmenting their income, and whilst the funds are paying only 3½ per cent. such properties as these frequently sell to realise 5 or 6 per cent. To be viewed by permission of the tenants.

Particulars and conditions of sale to be had of P. T. HARBIN, Esq. 3, Lyon's-inn, and 12, Clement's-inn; at the Mart; and the Auctioneers' Offices, 3, Frederick's-place, Old Jewry.

Long Leaseholds for Investment, Clapham-road, Surrey.

MESSRS. DAVIS and VIGERS will SELL by AUCTION, at the Mart, on Tuesday, May 14, at twelve for one, unless previously sold by private treaty, in three lots, a valuable LEASEHOLD ESTATE, forming one end of Church-street, Clapham-road, Kennington, Surrey, producing 208*l.* 3s. per annum. Lot 1 comprises five brick-built residences, let to respectable tenants, at 84*l.* 11s. per annum. Lot 2, four residences, equally well built, let at 78*l.* 12s.; and Lot 3, very extensive and commanding business premises, let on lease at an improved ground-rent of 45*l.* To be viewed by permission of the tenants.

* Particulars to be had of Messrs. J. and C. ROGERS, Manchester-buildings, Westminster; at the Mart; and at the Auctioneers' Offices, 3, Frederick's-place, Old Jewry.

NORFOLK.—A most capital Investment, with immediate possession, and induction for a clergyman if desired.—To be SOLD by PUBLIC AUCTION, by Messrs. SEPPINGS and JONES, at the Auction Mart, London, on Friday, May 24, at one for two precisely, the IMPROPRIATION, or Rectory, of FUNDENHALL, the tithes of which are commuted into a rent charge of 506*l.* 7s. 4d. variable according to the provisions of the Tithe Commutation Acts, and in respect whereof the annual payments since the commutation have been considerably increased. Fundenhall is situate in a good neighbourhood, with capital roads, and a very healthy and pleasant part of the eastern division of the county, is within an easy ride or drive of the city of Norwich, about eight miles, and is a short distance from the populous town of Wymondham, through which there are at this time three London coaches daily, and within twelve months it is confidently anticipated that the proposed railroad from Yarmouth to London will be completed, and will pass very near to Wymondham and Fundenhall. There is a small neat church, and a population of about 300 persons. The parish contains by survey 1,348a. 0r. 23p. of fine arable, pasture, and wood land, and the poor-rates are moderate. There is a chance of the clergyman getting double duty, if he desire it, immediately adjacent to Fundenhall. Annual outgoings—apportioned land tax, 9*l.* 4s.; synodals and procurations, 10s. 7½d.; a stipend paid to the vicar, 21*l.*; rent reserved to the Crown, 6s. 8d.—total, 31*l.* 1s. 3½d.

For particulars and conditions of sale apply personally, or by letter, postage paid, to Messrs. SEPPINGS and JONES, 1, Exchange-street, Norwich, or Terrace, Swaffham, Norfolk; Messrs. BLAKE, KEITH, and BLAKE, Solicitors, Norwich; and to Messrs. WOOD and BLAKE, Solicitors, 8, Falcon-street, London.

MARSH-LAND FARM.—DESIRABLE INVESTMENT, in the immediate neighbourhood of the flourishing Town and Port of King's Lynn, which is likely to be rendered still more valuable by means of the several Railways now in contemplation between Norfolk and the West and North of England.—To be SOLD by AUCTION, in the month of May 1844, a most valuable ESTATE, in the parish of Terrington Saint Clement's, comprising four Commonable Messuages, and upwards of 280 acres of rich, fertile, Arable Land, which will be offered for sale in several lots.

For further particulars apply to C. G. H. St. PATRICK, Esq. Worcester; or F. LANE, Esq. Lynn, at whose Offices Maps of the Estate may be inspected.

Lynn, April 2, 1844.

PAINSWICK, near STROUD.—To be SOLD by AUCTION, by C. F. MOORE, at the Royal George Hotel, Stroud, on Friday, the 24th day of May, 1844, at Three o'clock in the afternoon (subject to conditions and to the life interest of Mr. J. C. Wallop, who is now in the 80th year of his age), a very desirable and valuable estate, situate in the parish of Painswick, in the county of Gloucester, within four miles of Stroud and the Great Western Railway station, five miles of Gloucester, and eleven miles of Cheltenham, and comprising an excellent farm-house, with convenient agricultural buildings, and 184 acres, 2 roods, and 37 perches of pasture and arable land of superior quality, in a high state of cultivation, abundantly supplied with water, and now in the occupation of Mr. Gingell.

The whole estate lies within a ring fence, and adjoins the properties of W. H. Hyett, esq. Mr. Thomas Croome, and Mr. John Loveday, and abounds with ornamental and other timber.

The parish rates are unusually low, and attached to the estate is a right of pasturage on Painswick common.

The farm-house and premises, and about 25 acres, are freehold, and the remainder of the estate is copyhold, held of the manor of Painswick; the chief rents amounting to only 1*l.* 17s. 4d. per annum, and the land tax to 9*l.* 7s. 8d.

The impropriate rent charge apportioned on the estate is 18*l.* 0s. 8d. and (except 8s. payable to Mrs. Garlike) will be sold with the estate. The Vicarage rent charge is 12*l.* 4s.

A considerable portion of the purchase-money may remain on the estate at a low rate of interest.

For view, apply to the tenant, and for further particulars to Messrs. SEWELL and NEWMARCH, Solicitors, Cirencester.

Sales by Auction.

FREEHOLD LAND and BUILDINGS, at BRABOURNE and SMEETH.—To be SOLD by AUCTION, by Messrs. FINNIS and RONALDS (by order of the Mortgagee under a power of sale), at the Royal Oak Inn, Ashford, on Tuesday, May 7, 1844, at Three o'clock in the afternoon, all that BARN, OAST-HOUSE, GRANARY, and STABLES; and also all those several pieces or parcels of arable and orchard land, containing sixteen acres (more or less), situate in the parishes of Brabourne and Smeeth, in Kent, and now in the occupation of Mr. Thomas Hills. The land is enclosed by a thriving quick hedge, and, if required, a tenant may be had who will take a lease of the same for ten or fourteen years at a fair rent.

For further particulars, and for the conditions of sale, apply to the auctioneers, Hythe; or Messrs. BROCKMAN and WATTS, Solicitors, Hythe.

Advowson and Next Presentation.—County of Bucks.

MESSRS. WINSTANLEY are directed to SELL by AUCTION, at the Mart, on Tuesday, May 21, the ADVOWSON and NEXT PRESENTATION to the LIVING of HEDGERLEY, three miles from Beaconsfield, and about twenty from London, the tithes of which have been commuted at 200*l.* per annum, with a small parsonage-house, garden, and land, the incumbent is in his 72nd year, and the population about 160.

Printed particulars may be obtained of the printers of the Oxford and Cambridge Papers; at the place of sale; and of Messrs. WINSTANLEY, Paternoster-row.

KENT.—Folkestone and Sandgate.—Residence and Land, and Building Ground.—To be SOLD by AUCTION a respectable FREEHOLD RESIDENCE, with or without from five to twenty-two acres of land, situate a little more than a mile from Folkestone and Sandgate, on the Cheriton road. And also Freehold Building Ground, situate facing the sea, in the best part of Sandgate, on Monday, the 13th day of May, 1844, at the Rose Inn, Folkestone, at one for two o'clock precisely, unless previously disposed of by private contract, of which due notice will be given.

The house is calculated for a gentleman's residence, and is well adapted for a respectable school, boarding-house, or invalid establishment, having five domestic offices on the basement, four good rooms on the ground floor, and ten bed rooms, with stable and coach-house, and it may be had without any, or with all, or any part of the land.

The Building-ground at Sandgate consists of a field at the west end, adjoining land belonging to the devisees of Hugh Hammersley, esq. and the Reverend Thomas Pearce, containing a good sea frontage of 239 feet, with ample depth, to be divided into front and back building ground. It is almost the only unrestricted freehold frontage in this favourite watering-place, and will be sold in building-plots, unless an eligible offer is made for the whole.

To view the house and land (late the residence of James Jeffery, esq. deceased) apply to Mr. Marsh, at the cottage adjoining the residence.

For printed particulars and conditions of sale apply to Mr. THOMAS PAIN, Solicitor, Dovor.

TO THE LEGAL PROFESSION AND ALL WHO WISH TO SECURE THEIR WRITINGS AGAINST FRAUD.

STEPHENS'S RECORD WRITING FLUID.—This Writing Fluid has been examined at the Royal Institution of Great Britain, by one of the first Chemists of this country; there is no article which combines so effectually the power of resisting chemical agents, washing, damp, friction, and time. It has more of the character of Printing Ink, made fluid, than of common Writing Ink: its basis being carbon, it is indestructible, except by fire. It dries with a gloss, and follows every movement of the pen with the greatest facility. As it flows more freely than common Ink, it requires for fine writing, a finely pointed pen. For Records, it realizes what has long been hoped for—namely, a durability equal to printing. Broad-nibbed pens for full large writing, will not be required to the same extent for this article. It has no action whatever upon steel pens. Carbon not being a soluble matter, has a tendency slowly to subside; the necessity of occasionally shaking the Inkholder is, therefore, apparent. The Inkholders contrived by me are best adapted for the use of this article.

N.B. This Ink writes more agreeably after it has been a day or two in use.

Hard, well-sized paper should be chosen; as soft, flocky, absorbent papers cause it to write with too thick a stroke. It is admirably adapted to rapid writing.

Sold in Bottles, at 3d. 6d. 1s. and 3s. each, by Booksellers and Stationers, and by the Inventor, HENRY STEPHENS, 54, Stamford-street, Blackfriars-road, London.

CITY OF LONDON FASHIONABLE TAILORING ESTABLISHMENT, 52, King William-street, London Bridge.—Messrs. BURCH and LUCAS, Tailors, &c. late J. Albert, respectfully invite Gentlemen and Families to view one of the largest and best-assorted stocks in London, of superfine Cloth, Cassimere, and Waistcoatings of the most novel designs, Cach Merettes for Summer Coats, &c. &c. for the present season. The style of cut and make of every garment are guaranteed equal to the first and most expensive houses at the West End, and for cash payments a saving of 40 per cent. will be effected, and will be found to the wearer much cheaper than the inferior garments made up by puffing Slopsellers and Hosiers, at prices to astonish and delude the public, which description of goods are entirely excluded from this Establishment. 52, King William-street, City.—Established 1818.

THE LONDON IMPROVED MANIFOLD LETTER WRITER, for producing a Letter and several copies at one time, complete for 7s. 6d. Travelling Cases, 7s. 6d. each. Superfine Draft Paper, 8s. 6d. per Ream. Lithography executed at moderate charges. Gentlemen visiting London will find great advantage by purchasing at the London Paper and Parchment Warehouse, CLOSSON and CO. 17, Holborn (opposite Furnival's Inn). Country orders executed.

For Sale.

TO be SOLD by PRIVATE CONTRACT, a large and commodious BUILDING or CHURCH, capable of holding 1,300 persons, situate in a populous town in a northern county. A district will be attached to it. To be used only for Public Worship, according to the articles and institutions of the Established Church.

Further particulars may be had on application to Messrs. BUTT and WORSLEY, Solicitors, Ryde, Isle of Wight.

Sales by Auction.

Periodical Sale of Reversionary Interests, Annuities, Life Policies, and all descriptions of Securities dependent upon human life, Advowsons, Next Presentations, Shares, Debentures, &c.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) having adopted the system of periodical sales by auction, are enabled to offer to persons expectant, or otherwise interested in the sale of the above description of property, the most prompt, economical, and satisfactory mode of disposing thereof, as by classifying these interests and properties in the same particular and for the same day, much expense is avoided and a far greater competition secured. The Periodical Sales for the present year will take place as follows:—Thursday, June 6, Thursday, July 4; Thursday, August 1; Thursday, September 5; Thursday, October 3; Thursday, November 7; Thursday, December 5. The next Periodical Sale will take place at the Mart on THURSDAY, JUNE 6. Messrs. FULLER and MARSH beg to call the attention of the public to the economy and expedition of this system of business, as they are thereby enabled to put up each property for the small sum of two guineas and a half, including all expenses, should a sale not be effected. Parties desirous of disposing of property of this description should forward full particulars on or before the 20th inst.

Particulars may be obtained at 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

In Cumberland.—The Scogill Estate, near to Keswick, the neighbourhood of which is considered as the capital of the Lakes.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have received instructions to submit to public COMPETITION, at the Globe Hotel, Cockermouth, on Monday, May 13, at four in the afternoon precisely, without reserve, a valuable FREEHOLD PROPERTY, distinguished as the Scogill Estate, consisting of about 55 acres of excellent sound arable and pasture land, agricultural buildings, and a free public house, situate on the high road from Keswick to Cockermouth; in the occupation of a respectable tenant, and producing the very inadequate rental of 55*l.* per annum.

Particulars may be obtained at the place of sale; at all the principal inns in the neighbourhood; of Mr. WAUGH, Solicitor, Cockermouth; of Messrs. MADOX and WYATT, Solicitors, 30, Clement's-lane; and at the offices of Messrs. FULLER and MARSH, Surveyors and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

An important and valuable Leasehold Estate, producing a net income of 160*l.* per annum for 19 years.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have been favoured with instructions to *SELL by AUCTION*, at the Mart, on Thursday, June 6, at 12, all those important and valuable LEASEHOLD PREMISES, being 129, Bond-street, and forming the corner house to Grosvenor-street, consisting of an excellent double-fronted shop, and two smaller shops in Grosvenor-street adjoining, capital dwelling-house and warehouses above, in the occupation of responsible tenants, producing a rental of 505*l.* per annum.

Detailed particulars will appear in further advertisements, and in the meantime any information can be obtained of Messrs. ELMSLIE and PRESTON, Solicitors, 47, Moorgate-street; and at the offices of Messrs. FULLER and MARSH, auctioneers, surveyors, and land agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

A desirable Family Residence, with all requisite Domestic Offices, Pleasure and Kitchen Gardens, Thornton-heath, near to Croydon, Surrey.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have been favoured with instructions from the Proprietor to SELL by AUCTION, at the Mart, on Thursday, June 6, at Twelve, an eligible and rapidly improving FREEHOLD PROPERTY, distinguished as Spring Lodge, pleasantly situate at Thornton-heath, about one mile from the railway station. The house contains numerous sleeping-rooms, dining and drawing rooms, library and breakfast rooms, and all requisite and well-arranged domestic offices, pleasure and kitchen gardens.

Detailed particulars will appear in future advertisements, and particulars of sale may be obtained at the Mart; of Messrs. DRUMMOND and SONS, Solicitors, Croydon; and at the offices of Messrs. FULLER and MARSH, Surveyors and Land Agents, Charlotte-row, Mansion-house, and Croydon, Surrey.

In Kent, in the parishes of Bexley, Breadhurst, Lidging, and Rainham, near to Chatham.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have received instructions from the Mortgagees, under a Power of Sale, to SELL by AUCTION, at the Mart, on Thursday, June 6, at Twelve, a very compact FREEHOLD ESTATE, known as Breadhurst Farm, containing about 124 acres of excellent arable, hop, and wood land, with Farm-house and all requisite Agricultural buildings, eligibly situate either for occupation or investment, in the occupation of a tenant who has farmed it for nearly half a century, and it is notorious for being one of the first hop farms in that part of the country.

Particulars and plans may be obtained of Messrs. SELBY and NORTON, Solicitors, Town Malling; and at the offices of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land-agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Marden, Kent.—A very compact little Freehold Estate, within half a mile of the Marden Station on the South-Eastern Railway.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) are instructed by the Mortgagee, under a power of sale, to submit to PUBLIC COMPETITION, at the Mart, on Thursday, June 6, at Twelve, a very eligible FREEHOLD ESTATE; consisting of a family residence, complete in every respect, barn, stabling, yard, and cattle sheds, and about forty-two acres of useful arable, meadow, and hop land, thickly and beautifully studded with oak timber of the most thriving description.

Particulars, with plans, may be obtained of Messrs. SELBY and NORTON, Solicitors, Town Malling; and of Messrs. FULLER and MARSH, Surveyors and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Valuable Freehold Investments, at Yalding and Yalding Lees, in the county of Kent.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have received instructions from the Mortgagee, under a power of sale, to SELL by AUCTION, on Thursday, June 6, at Twelve, an UNDIVIDED MOIETY in a valuable FREEHOLD ESTATE, situate at Yalding Lees, consisting of a small Dwelling-house, various agricultural buildings, and about 14 acres of the finest hop and arable land in the county of Kent. Also an Undivided Moiety in Two Pieces of valuable Wood Land, called Darmon's Wood, also in the parish of Yalding, containing about three acres.

Particulars and Plans may be obtained at the Bell Maidstone; on the Premises, of Messrs SELBY and NORTON, Solicitors, Town Malling; and of Messrs. FULLER and MARSH, Surveyors and Land Agents, 2, Charlotte-row, Mansion-house, London, and Croydon, Surrey.

Votes for West Kent.—In one of the most beautiful parts of the county.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have been instructed by the Mortgagee, under a power of sale, to submit to PUBLIC COMPETITION, at the Mart, on Thursday June 6, at Twelve in lots, several eligible little FREEHOLD INVESTMENTS, situate at East Malling consisting of an oasthouse and yard; a very rich and valuable meadow, containing about 1a. 2r. eligible for building purposes, a substantial-built cottage, producing a rental of 17*l.* per annum; a valuable piece of oak and chestnut plantation of about seven acres, bounded by the estates of Lord Barham, T. L. Hodges, esq. and J. J. Wells, esq.; and about nine acres of first-rate brook-land.

Particulars with plans may be obtained of Messrs. SELBY and NORTON, Solicitors, Town Malling, and at the offices of Messrs. FULLER and MARSH, auctioneers and land agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Delightful Freehold Villa Residence, Offices, and Pleasure-ground, near to Camden-grove, Peckham, Surrey.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have been favoured with instructions to submit to PUBLIC COMPETITION, at the Mart, on Wednesday, May 15, at Twelve an eligible FAMILY DWELLING-HOUSE, pleasantly situate in its own grounds, extending to about two acres, beautifully laid out. The house is replete with every convenience, and contains numerous bed rooms, dining and drawing room, and all requisite domestic and detached offices; in the occupation of Mr. Rollins, on lease for an unexpired term of ten years, at a ground-rent of 45*l.* per annum.

Particulars, with plans, may be obtained ten days prior to the sale, at the Auction Mart; of Messrs. BAYLEY and JANSON, Solicitors, Basinghall-street; and of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Eligible Freehold Investment, near to Rye-lane, Peckham, Surrey.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have received instructions to SELL by AUCTION, at the Mart, on Wednesday, May 15, at Twelve, in lots, a valuable and desirable FREEHOLD ESTATE; consisting of several houses, shops, private dwelling-houses, stabling, sheds, out-offices, &c. situate immediately opposite to Dr. Collier's chapel, High-street, Peckham; also about one acre of valuable land in the rear, possessing considerable building frontage, in the occupation of Messrs. Saner, Cowley, Palin, Griffiths, Edmonds, Gibson, and others, at rents producing about 150*l.* per annum.

Particulars and conditions of sale may be obtained, ten days prior to sale, at the several respective premises; the Dun Cow and Rosemary Branch, Peckham; Golden Lion, Camberwell; the Bricklayers' Arms, and Rising Sun, Old Kent-road; of Messrs BAYLEY and JANSON, Solicitors, Basinghall-street; and at the Offices of Messrs. FULLER and MARSH, Auctioneers, Surveyors, Land Agents, &c. 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Luton, near to Chatham, in Kent.—A delightful Cottage Residence, and about Eight Acres of exceedingly valuable Meadow and Arable Land.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have been favoured with instructions to submit to PUBLIC COMPETITION, at the Auction Mart, on Thursday, June 6, at Twelve, a very eligible and desirable little FREEHOLD ESTATE, adapted either for occupation or investment; consisting of a most conveniently arranged cottage residence, surrounded by about eight acres of very productive land, pleasure and kitchen gardens, also a detached cottage and garden. The property abuts on the road from Chatham to Boxley; is well worthy the attention of the retired tradesman as a residence, and to the capitalist as an investment, being situate in one of the prettiest spots in the county of Kent, and within two hours' ride of the metropolis.

Particulars may be obtained at the Mart; on the premises; of Wm. NOKES, Esq. Solicitor, Woolwich; Star and Bell Inns, Maidstone; the Mitre and Clarence Hotels, Chatham; Fountain, Canterbury; Crown, Sevenoaks and Tunbridge; and at the offices of Messrs. FULLER and MARSH, auctioneers, surveyors, and land agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Well-secured Freehold Ground Rent of 30*l.* 11s. per annum, for an unexpired term of 44 years.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have been favoured with instructions to submit to PUBLIC COMPETITION, at the Auction Mart, on Wednesday, May 15, at Twelve, an eligible INVESTMENT of 30*l.* 11s. per annum, arising from 62 houses, situate in Charles-street, between the High-street and the Commercial-road, Peckham, distinguished as the Melon-ground, and which are producing a rental of about 600*l.* per annum.

Particulars, with plans, may be obtained, ten days prior to the sale, at the several respective premises; the Dun Cow, and Rosemary Branch, Peckham; the Golden Lion, Camberwell; the Rising Sun, and Bricklayers' Arms, Old Kent-road; of Messrs. BAYLEY and JANSON, Solicitors, Basinghall-street; and at the offices of Messrs. FULLER and MARSH, Surveyors and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Important Freehold Building Land, Peckham, Surrey.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have been favoured with instructions to SELL by AUCTION, at the Mart, on Wednesday, May 15, at Twelve, in lots, about SIX ACRES of highly important and valuable FREEHOLD BUILDING LAND, possessing considerable building frontage to Charles-street, Bath-street, James-street, Pitt-street, and others, and also to the Commercial-road, Peckham, Surrey. The before-mentioned property will be sold in small lots, to suit the convenience of builders and private speculators.

Particulars and plans may be obtained, 10 days prior to the sale, at all the principal inns in the neighbourhood; of Messrs. BAYLEY and JANSON, Solicitors, Basinghall-street; and at the offices of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land-agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Compact Family Residence, Garden, and all requisite Domestic Offices, Peckham, Surrey.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have been favoured with instructions to SELL by AUCTION, at the Mart, on Wednesday, May 15, at twelve o'clock, a valuable FREEHOLD ESTATE, consisting of a desirable residence, situate in High-street, Peckham, immediately opposite to Rye-lane. The house is conveniently arranged, and placed at a short distance from the road; pleasure and kitchen gardens, yard, &c.; in the occupation of Dr. Paul, and producing a rental of upwards of 110*l.* per annum.

Particulars may be obtained ten days prior to the sale, on the premises; at all the principal inns in the neighbourhood; of Messrs BAYLEY and JANSON, Solicitors, Basinghall-street; and at the offices of Messrs. FULLER and MARSH, Land Agents and Surveyors, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

The Rectory House, Mitcham, Surrey.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have received instructions to submit to PUBLIC COMPETITION, at the Auction Mart, on Wednesday, May 15, at Twelve, by order of the Assignees of Mr. John Foakes, a bankrupt, without reserve, a very compact FAMILY MANSION, in perfect repair, distinguished as the Rectory House, containing numerous bed-chambers, drawing and dining-rooms, with every domestic convenience for a family of the first respectability; coach-house, stabling, out-buildings, pleasure and kitchen gardens, orchard, and meadow land, altogether about 18 acres, with lodge entrance. The estate is held for a long term at a low rental.

Particulars may be obtained on the Premises; of Messrs. TILLEARD and SON, Solicitors, Old Jewry; of J. F. GROOM, Esq. Official Assignee, Abchurch-lane; at the Mart; and of Messrs. FULLER and MARSH, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

In one of the most beautiful parts of Kent.—A valuable Freehold Investment, near to the proposed Yalding Station, on the Maidstone Branch of the South-Eastern Railway.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have been instructed by the Mortgagees, under a Power of Sale, to SELL by AUCTION, on Thursday, June 6, at Twelve, a very compact FREEHOLD PROPERTY, called the Foal Hill Farm, situate at Yalding, Kent, containing about 66 acres of first-rate hop, meadow, arable, and wood land, a comfortable Farm-house, and all necessary Agricultural Buildings.

Particulars and plans may be obtained on the premises; and at the offices of Messrs. FULLER and MARSH, Auctioneers and Land-agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Eligible Investment.—Well-secured Freehold Ground Rents of 88*l.* 16s. per annum, for 61 years, with Reversion.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) have been favoured with instructions to SELL by AUCTION, at the Mart, on Wednesday, May 15, at Twelve, an important FREEHOLD ESTATE, producing a net income of 88*l.* 16s. per annum, arising from the ground-rents of several private dwelling houses, Nos. 17, 18, 19, and 20, Southampton-street, and Camden-lodge, Commercial-road, Peckham, Surrey.

Particulars and plans may be obtained, ten days prior to sale, at all the principal inns in the neighbourhood; of Messrs. BAYLEY and JANSON, Solicitors, Basinghall-street; and at the offices of Messrs. FULLER and MARSH, auctioneers, surveyors, and land agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, 29, Essex Street aforesaid, on Saturday, the 4th day of May, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 58.] SATURDAY, MAY 11, 1844.

SUBSCRIPTION.

For One Year, paid in advance..	£2	0	0
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Single Numbers, or on credit ..	0	1	0

Money Wanted.

MONEY WANTED.—18,000*l.* at 3½ per Cent. for a Term certain, on Freehold and Copyhold Estates of ample value.
Apply to Mr. BLAGG, Solicitor, St. Alban's, Herts.

Situations Wanted.

LAW.—Wanted by a Clerk, who is well acquainted with the routine of an office, a situation as COPYING and ENGROSSING CLERK.
Address A. B., "Mercury" Office, Derby.

A GENTLEMAN, aged 22, who served his Articles in an Office of extensive Conveyancing Practice in the Country, and has lately been admitted, wishes to meet with a Situation as MANAGING CLERK, under the immediate superintendence of the Principal. A moderate salary would be accepted.
Address, A. B. care of Messrs. ELLIS and BIRKS Law Stationers, York.

Situations Vacant.

LAW.—A Solicitor, in respectable and increasing Practice in London, requiring 500*l.* would treat with a competent party, possessing a thorough general knowledge of the Profession, and desirous of being articled. Board and Lodging (in the house of the Advertiser) are offered, the [illegible]es of Clerkship will be given, and a moderate salary [illegible].
[illegible]s. E. D., Mr. BEWLAY'S, 49, Strand.

LAW.—Wanted, in an Office of respectability in Berkshire, wh[illegible] the Principals take an active part, a MANAGING CLERK, who must be thoroughly experienced in Conveyancing, and in the general routine of Country Practice. Most satisfactory references as to competency, integrity, &c. will be required.
Written applications, with terms, reference, and full particulars, to be addressed (prepaid) to A. B., JOHN GEORGE GRAEFF, Esq. No. 12, Furnival's Inn, London.

Partnerships Wanted.

LAW PARTNERSHIP.—A Gentleman, from Thirty to Thirty-five years of age, a Member of the Church of England, thoroughly experienced in every department of Country Practice, of business habits, and willing to take the principally active part in a very old-established Business of the highest respectability, conducted in a large and important Midland Town, would be treated with for a Partnership. Principals only need to apply
Address, prepaid, W. S. B., LAW TIMES Office, 29, Essex-street, Strand, London.

LAW.—Wanted, a PARTNER of industrious, active, and steady habits, in an office of respectability in a populous Market Town in Yorkshire.
For particulars apply by letter (post-paid) to K., care of Mr. H. DEMPSEY, Spring-street, Huddersfield.

TO LAND-AGENTS and SURVEYORS.—Wanted, a PARTNER in an old-established Business of a Land-Agent and Surveyor, the profits of which for several years past have not been less than Seven Hundred Pounds per annum.
For particulars apply to L. S., LAW TIMES Office, 29, Essex-street, Strand.

WANTED to RENT, by a FARMING MAN, a SMALL FARM, from Ten to Thirty Acres. Can have a Fourteen Years' character. Particulars of Rent, and time of possession are required.
Address to J. [illegible], Water-lane, Dulwich, Surrey.

LAW TIMES.—The Executor to a Subscriber recently dead has the two volumes of this Journal on sale. Any gentleman not being a subscriber will have a favourable opportunity of commencing and securing the whole. For price apply to the Editor hereof.

Advowson for Sale.

ADVOWSON, with the prospect of immediate presentation.—To be SOLD, the PERPETUAL ADVOWSON and RIGHT of PRESENTATION to a LIVING of the value of upwards of 300*l.* per annum, situate in one of the midland counties of England, and either with or without several acres of valuable Freehold Pasture Land.
Application to be made to Messrs. OLDAKER, WOODWARD, and BALL, Solicitors, Pershore, and no party need apply who is not prepared to complete the purchase immediately.

TO LEGAL AUTHORS.—Authors desirous of receiving the profits of their own WORKS, are informed that Mr CROCKFORD, the Publisher of the *Law Times*, will undertake the publication of them at the *Law Times* office, at a trifling Commission, and with strict punctuality in payment of the proceeds of Sale.

TO LAW STUDENTS.—Board and Residence may be had in the house of a Solicitor, residing in the immediate neighbourhood of Russell-square, with the exclusive use of a Study. Respectable references will be given and required.
For address apply to Mr. SPETTIGUE, Law Bookseller, 67, Chancery-lane.

TO SOLICITORS, &c.—Mr. W. H. SIMPSON, AUCTIONEER and SURVEYOR, having succeeded to the business of the late J. A. CREATON (established 1785), begs to announce that he has completely revised, and very considerably REDUCED the scale of CHARGES usually adopted on SALES by AUCTION, and trusts by a strict regard to economy and constant devotion to the interests of those who may honour him with their patronage, to ensure a continuance of their support.
CITY AUCTION and ESTATE OFFICES, [illegible], Great Tower-street.

Legal Notices

LANCASHIRE INTERMEDIATE SESSIONS.—NOTICE IS HEREBY GIVEN, that a GENERAL SESSION of the PEACE for the County Palatine of Lancaster for the trial of persons committed and held to bail on charges of felony and misdemeanor, will be held at the New Bailey Court House in Salford, on Friday, the 17th day of May, instant, at Ten o'clock in the Forenoon, and at the Court House in Preston, on Thursday, the 23rd day of May, instant, at Ten o'clock in the Forenoon.
GORSTS and BIRCHALL,
Deputy Clerks of the Peace.
Clerk of the Peace's Office, Preston,
May 1, 1844.

PURSUANT to a DECREE of the HIGH COURT of CHANCERY, made in a cause of "Cross v. Kennington," the creditors of George Kennington, late of Wrawby, in the county of Lincoln, gentleman (who died on the 26th November, 1837), are forthwith to come in and prove their debts before Sir William Horne, one of the Masters of the said Court, at his chambers, in Southampton-buildings, Chancery-lane, London, or, in default thereof, they will be excluded the benefit of the said decree.
CHARLES BELL, 30, Bedford-row
Plaintiff's Solicitor.

AT the General Annual Meeting of the Hull Law Society, held at the Cross Keys, Hull, on Thursday, the 11th day of April 1844;
THOMAS HOLDEN, Esquire in the Chair;
This Society concurring with the views of other Law Societies relative to the expediency of the general co-operation of such bodies for the purpose of protecting the interests of the Profession;
It was resolved,
That the Secretary be requested to put himself in communication with the Manchester Law Society, with the view to effect that object; and that he report the result of his correspondence to a Special Meeting of this Society.
THOMAS HOLDEN, Chairman.

HENTIG'S BANKRUPTCY.—The Creditors who have proved their debts under the Fiat in Bankruptcy awarded and issued against ROBERT HENTIG, of the Town of Kingston-upon-Hull, Merchant, trading under the firm of "Robert Hentig and Company," are requested to meet the Assignees of the Estate and Effects of the said Bankrupt, on Friday, the 31st day of May, inst at Eleven o'clock in the forenoon at the George Inn, in the town of Kingston-upon-Hull, to assent to or dissent from the said Assignees commencing, prosecuting, or defending any action at law, suit in equity, or other proceedings that may be thought necessary, relating to certain claims and demands made by certain persons at such meeting to be named upon the Estate and Effects of the said Bankrupt. And also to assent to or dissent from allowing the said Assignees authority to compound or agree to any mode of adjustment of such claims or demands as may be thought most beneficial to the said Bankrupt's Estate. Also to assent to or dissent from the said Assignees compounding, submitting to arbitration, or otherwise agreeing to or settling any accounts, debts, claims, or demands due to or from the said Bankrupt's Estate, on any matter relating thereto, and at such meeting to be named and specified; and generally to authorize the said Assignees to act in relation to all the aforesaid several matters, and other the said Bankrupt's Estate and Effects, as the said Assignees shall seem advisable.
By order of the Assignees,
DRYDEN, SON, and ROLLIT,
Hull, 6th May, 1844. Solicitors.

Agency.

INSOLVENT LAW AGENCY, under the [illegible] Acts of Parliament for the Relief of Insolvent Debtors, as administered in the Bankruptcy Court and the Court for Relief of Insolvent Debtors. As Solicitors of many years' experience in each Court they will be happy to accept Professional Business in the above Courts, on Agency, from Solicitors who cannot devote their time to Insolvent Cases.
[illegible] Oppositions conducted.
Apply to Messrs. BUCHANAN and GRAINGER, 8, Basinghall-street, opposite the Bankruptcy Court.

For Sale.

TO be SOLD by PRIVATE CONTRACT, a large and commodious BUILDING or CHURCH, capable of holding 1,300 persons, situate in a populous town in a northern county. A district will be attached to it. To be used only for Public Worship, according to the articles and institutions of the Established Church.
Further particulars may be had on application to Messrs. B[illegible]T and WORSLEY, Solicitors, Ryde, Isle of Wight.

DORSETSHIRE.

SPACIOUS MANSION and GROUNDS.—For disposal, by PRIVATE TREATY, an elegant and commodious RESIDENCE, most substantially built, and adequate to the requirements of a first-rate establishment. It contains numerous sleeping rooms of good proportions, dining room 23 feet by 18, drawing room 23 feet by 18 feet 6 inches, second ditto 16 feet by 14, breakfast room 21 feet by 17, library 26 feet by 15, gentleman's dressing room 16 feet by 11, and every requisite office, good stabling, walled garden, and grounds ornamented by noble elm and other timber. The property, which is freehold and land-tax redeemed, is situate in a pleasant and populous sea-port town and borough, and embraces, amongst its many advantages, that of conferring considerable political influence on its possessor, amounting almost to a certainty of securing the representation in the occurrence of a vacancy.
Apply to Mr. [illegible] MUNDAY, Land Agent, 9 St. Mildred's-court, Poultry, or to H. KNIGHT, Esq. Solicitor, 17, Basinghall-street.

TO be SOLD or LET, with immediate possession if required, a very valuable freehold ESTATE, situate at Feltwell in the county of Norfolk, consisting of about 260 acres of land, in a high state of cultivation, with a convenient Farm-house, and every necessary agricultural building.
The above estate is well situated abutting upon the navigable river from Thetford to Lynn, and a direct and easy communication with Wisbeach and Ely.
Further particulars may be had on application to Mr. READ, Solicitor, Mildenhall, Suffolk.

FREEHOLD DWELLING-HOUSE, with a double-fronted SHOP, in High-street, Stepney.—To be SOLD by PRIVATE CONTRACT, a very eligible Freehold Messuage with its Appurtenances, situate and being No. 6, in the High-street, Stepney, in the county of Middlesex.
For terms and further particulars, apply on the Premises, or to Mr OTWAY, Solicitor, Stratford Grove, Essex.

ELIGIBLE INVESTMENT.—Leasehold Houses, Islington.—To be SOLD, TWO LEASEHOLD FAMILY RESIDENCES, pleasantly situate, being Nos. 15 and 16, Canonbury Villas, Islington, let to most respectable and responsible tenants; comprising 10 rooms each, with gardens, &c. These houses are held for an unexpired term of 74½ years (wanting ten days) from Lady-day last, at ground-rents amounting to 16*l.* per annum.
May be viewed with permission of the tenants. For further particulars apply to Mr. W. LEE, Solicitor, 43, Lincoln's-inn-fields, London.

BEAUTIFUL RESIDENCE and TWENTY-FIVE ACRES.—To be SOLD, one of the most charming ABODES within Twelve Miles of Town. It is an unusually elegant specimen of the castellated Gothic, seated in its own delightful park-like and highly-ornamental grounds, which are embosomed in the stately hanging woods of a nobleman's estate. It is approached by a most elegant lodge, and entered by a vaulted hall and vestibule, conducting to most cheerful, spacious, and handsome apartments, ample bedchambers and offices of all descriptions, excellent walled garden, coach-house, stabling, farm-yard, with vinery, pinery, and conservatory; and as a whole is unquestionably a most strikingly elegant and perfectly pleasurable property. It is in the highest condition, and with every possible acquirement for a family of the first respectability. Within two miles of a railway station.
Particulars may be obtained, and a cosmoramic view seen, at the offices of Messrs. HEDGER, Land Agents, 10, New Bond-street, opposite the Clarendon.

Sales by Auction.

Periodical Sales of Reversions, Advowsons, Life Interest, Life Policies, Shares in Public Undertakings, &c. (established in 1803).

MESSRS. SHUTTLEWORTH and SONS respectfully inform the public that the classification of this species of property having proved to be extremely advantageous and economical to vendors, and equally satisfactory and convenient to purchasers, the PERIODICAL SALES of Reversionary Interests, Policies of Insurance, Toutines, Debentures, Advowsons, Next Presentations, all securities dependent upon human life, Shares in Docks, Canals, Mines, Railways, and all public undertakings, will be continued through the present year (1844), as follow:—Friday, June 7; Friday, July 5; Friday, August 2; Friday, September 6; Friday, October 4; Friday, November 1; and Friday, December 6.

Islington.—Leasehold eligible for investment.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, May 31, at Twelve, a LEASEHOLD DWELLING-HOUSE, held for a term of 23 years unexpired, at a small ground-rent, conveniently situate, No. 33, Park-street, Islington, in excellent order, and let to a respectable yearly tenant at a rent of 47l. per annum.

May be viewed, and particulars had, fourteen days previous to the sale, of Mr. COMYN, Solicitor, 27, Lincoln's-inn-fields; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Leasehold Residence, York-street, and Improved Rent, Upper Spring-street, Portman-square.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, May 31, at Twelve, in two lots, a particularly convenient moderate-sized RESIDENCE, in excellent repair; held for an unexpired term of 40 years, at an annual ground-rent of 10l. 10s.; very eligibly situate, No. 46, York-street, Portman-square, in the immediate vicinity of the Regent's-park, and of which possession may be had. Also, an Improved Rent of 8l. per annum for the same term, amply secured upon a dwelling-house, situate No. 6, Upper Spring-street, in the rear of the above.

May be viewed. Particulars had, fourteen days previous to the sale, of Mr. COMYN, Solicitor, 27, Lincoln's-inn-fields; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Isle of Wight.—Blackland Farm in Arreton, Building Land in Whippingham, and Accommodation Meadows in Carisbrook.

MESSRS. SHUTTLEWORTH & SONS are instructed to SELL by AUCTION, at the Bugle Inn, Newport, on Tuesday, June 11, at Twelve, in four lots, the following valuable and improvable FREEHOLD ESTATES, viz.:—Lot 1. Blackland Farm, a compact and desirable property, lying within a ring fence on the border of the high road from Newport through Haven-street to Ryde, about two miles from Newport, in the parish of Arreton, consisting of 50 acres of arable, meadow, and pasture land, with a farm, cottage, and buildings, in the occupation of Mrs. Hillier, a yearly tenant, at a rent of 40l. per annum. Lot 2. An enclosure of rich Meadow Land, admirably adapted for building purposes, containing 3a. 1r. 37p. commanding an elevated site, with extensive picturesque prospects, embracing Carisbrook Castle and the Medina, nearly opposite the new church in Barton Village, on the border of the high road from Newport to Ryde, in the parish of Whippingham; in the occupation of Mr. Whitmarsh, a yearly tenant, at 14l. per annum. Lot 3. An enclosure of rich accommodation Meadow Land, containing 3a. 2r. eligibly situate on the north side of the road from Newport to Kethridge, in the parish of Carisbrook; in the occupation of Mr. Cowdery, a yearly tenant, at 14l. per annum. Lot 4. An enclosure of rich accommodation Meadow Land, containing eight acres, eligibly situate on the road to Kethridge, opposite lot 3, with an approach also from the footway to Carisbrook at Westminster-mill, in the parish of Carisbrook; in the occupation of Mr. Mildenhall (who is under notice to quit at Michaelmas next), at 30l. per annum. The two last-mentioned lots are also deemed favourable for building operations.

May be viewed, with permission of the tenants, and particulars had, 14 days previous to the sale, at the Royal Pier Hotel, Ryde; at the Dolphin and Star Hotels, Southampton; of Mr. HOOPER LAW, Solicitor, Barnstaple, Devon; of Messrs. SEWELL, Solicitors, Newport; of Messrs. VANDERCOM, CREE, LAW, and COMYN, Solicitors, 23, Bush-lane; at the place of sale; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Grosvenor-street House.

MESSRS. SHUTTLEWORTH and SONS have been instructed by the Assignees of Messrs. T. and G. Seddons, and with the approbation of the Mortgagees, to prepare for SALE by AUCTION, at the Mart, on Friday, May 31, at Twelve, the extensive and important property denominated GROSVENOR-STREET HOUSE, chiefly arranged for the accommodation of the Nobility, Members of the Senate, and Public Bodies, and at present occupied by unexceptionable tenants of rank and responsibility, the Royal Institute of British Architects, and others, at rents of the value of nearly 1,200l. per annum.

Detailed advertisements will shortly appear, and particulars may in due time be obtained of Messrs. CROWDER and MAYNARD, Solicitors, No. 57, Coleman-street; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

The Alkrington Estate, between Middleton and Manchester, in South Lancashire.

By Mr. T. M. FISHER, in one lot, at the Albion Hotel, Piccadilly, in Manchester, on Thursday, the 16th day of May, 1844, at Four o'clock in the afternoon (if not previously disposed of by private contract, of which due notice will be given):

ALKRINGTON HALL, within Alkrington, in the parish of Prestwich, formerly the seat of Sir Ashton Lever, but now forming two commodious mansions, fitted up with every convenience, and now or late in the respective occupations of the late Mrs. Tetlow's executors and Mrs. Kennedy; together with the several stables, coach-houses, shippons, barns, hot-houses, walled gardens, fish-ponds, plantations, and pleasure grounds belonging thereto, and containing in the site thereof, 6a. 2r. 28p. of land; together also with the wood adjoining thereto, containing 33a. 0r. 25p. of land, covered with oak and other timber of mature growth, and intersected by carriage drives of about a mile in length; and, together also with the Demesne Lands, usually occupied with the Hall, comprising 66a. 0r. 33p. of rich meadow and pasture land, now in the occupation of the said Mrs. Kennedy, and 6a. 1r. 8p. of detached ornamental plantations.

Also, the COTTAGE, in Alkrington Wood aforesaid, now in hand for occasional use, with Garden, two-stalled Stable, and other conveniences.

Also, ALKRINGTON COTTAGE, in Alkrington aforesaid, with the Gardens, Green-house, Stable, and Meadow thereto belonging, now in the occupation of Thomas Royle, esq. and containing 4a. 0r. 33p. of land.

Also, FIFTEEN FARMS, with the Farm Houses, Barns, Stables, Shippons, and other conveniences belonging thereto, situate (except five fields and a garden in Blackley) in Alkrington aforesaid, respectively known by the names, occupied by the persons, and containing (inclusive of gardens and orchards) the quantities of meadow, pasture, and arable land following, viz.:—

		A.	R.	P.
Wood Side	James Boardman	7	3	16
Lower Green	James Butterworth	58	1	39
High Barn	Joseph Coupe	159	0	4
Higher Green	James Coupe	54	0	28
	J. and J. Ramsden	29	3	20
Moss	John Stubbs	43	0	25
	James Smethurst	15	0	2
	Edmund Simpson	15	3	21
Boardman's Fold	John Wolstenholme	31	0	16
Round Thorn	James Wolstenholme	31	3	36
	Betty Wright	56	3	38
Old Davids	William Wolstenholme	30	1	10
	John Ward	8	0	3
	George Gills	17	2	16
Mount Pleasant	Mr. Thomas Gill	8	1	25

Making, with the said meadow and pasture land, in Mrs. Kennedy's occupation, a total of 638a. 1r. 16p. of farming land, worth, at present, on the average, 47s. per acre per annum, susceptible of great immediate improvement for agricultural purposes, and containing numerous plots likely to become valuable as building land.

Also the Several Detached PLANTATIONS, skirting portions of the said farms, and containing, in the whole, 6a. 1r. 9p. of land.

Also TWENTY-FOUR COTTAGES, with the Gardens and Appurtenances thereto belonging, situate in Alkrington aforesaid, and now or late in the respective occupations of Robert Collinge, Kay Grime, Robert Hall, and others.

Also the several well-secured CHIEF or GROUND RENTS of 2l. 10s., 1l. 10s., 1l. and 19s. 6d. respectively issuing out of plots of land and buildings at Stocks, Little Heaton, and Wink's Brook, under building leases granted to Elizabeth Bostock, Richard Fletcher, Elizabeth Hunt, and Edmund Butterworth.

Also the Estate and Interest of the owner of the estate, in the RIVULETS or STREAMS of WATER, and the BEDS thereof, forming nearly the whole of the easterly, northerly, and westerly boundaries, and rendering many parts of the estate peculiarly eligible as sites for manufactories, or works requiring water or water power.

Also the ALKRINGTON COLLIERY, with the Mines, Engine-houses, Buildings, and Conveniences belonging thereto, and late in lease to Messrs. T. Livesey and Co.; and all and every other the Seams or Beds of Coal and Cannel under the estate, and under the adjoining property of Messrs. Jones and Gould; together with the Liberties and Privileges for working the same. The Mines already opened are those known as the Oldham Black Mine and the Bent Mine. They have an easy dip of inclination of one in five, or about seven inches in a yard, and an average thickness of three feet and three inches, and extend in length, from east to west, about 1,900 yards on a level line in the coal; one of them is 140, and the other 150 yards from the pit mouth.

The Estate, which comprises nearly the entire township of Alkrington, lies in a ring fence: it is about a mile and a half in length, a mile in breadth, and 4½ miles in circumference; and contains, exclusive of roads and the beds of streams, upwards of 700 statute acres of land. It is intersected for about a mile by the new Manchester and Middleton Turnpike-road; its southerly boundary is near the Manchester and Rochdale Canal, and the Mills Hill and Oldham stations on the Manchester and Leeds Railway. The Hall, which stands on a commanding eminence, overlooking the old Manchester and Middleton Turnpike-road, is approached by that road from Manchester through the delightful suburbs of Cheetham Hill and Crumpsall. The distance from Manchester is five miles, from Middleton half a mile, from Oldham three miles, and from Blackley a mile and a half. The tithes and Easter dues, except those of the 12a. 1r. 13p. of land in Blackley, are commuted for a corn rent-charge of 38l. 1s. 6d. which is specially apportioned on a part of the estate least likely to be required for building purposes. The population of Alkrington comprises one or two paupers only, and the poor-rates are proportionably low.

To the capitalist, the estate, from its magnitude, its compactness, its propinquity to the markets of Manchester, Middleton, Oldham, and Blackley; its facilities of access by roads, rail, and canal; its present capabilities, and its prospective increased and increasing value, affords an opportunity of investment rarely to be met with.—Immediate possession of the mansion lately occupied by Mrs. Tetlow may be had.

For further particulars, apply to Messrs. BEEVER and DARWELL, solicitors, Salford, or to Messrs. LOWE, SWEETING, and BYRNE, 22, Southampton-buildings, Chancery lane, London.

Sales by Auction.

PAINSWICK, near STROUD.—To be SOLD by AUCTION, by C. F. MOORE, at the Royal George Hotel, Stroud, on Friday, the 24th day of May, 1844, at Three o'clock in the afternoon (subject to conditions and to the life interest of Mr. J. C. Wallop, who is now in the 79th year of his age), a very desirable and valuable estate, situate in the parish of Painswick, in the county of Gloucester, within four miles of Stroud and the Great Western Railway station, five miles of Gloucester, and eleven miles of Cheltenham, and comprising an excellent farm-house, with convenient agricultural buildings, and 184 acres, 2 roods, and 37 perches of pasture and arable land of superior quality, in a high state of cultivation, abundantly supplied with water, and now in the occupation of Mr. Gingell.

The whole estate lies within a ring fence, and adjoins the properties of W. H. Hyett, esq. Mr. Thomas Croome, and Mr. John Loveday, and abounds with ornamental and other timber.

The parish rates are unusually low, and attached to the estate is a right of pasturage on Painswick common.

The farm-house and premises, and about 25 acres, are freehold, and the remainder of the estate is copyhold, held of the manor of Painswick; the chief rents amounting to only 1l. 17s. 4d. per annum, and the land tax to 9l. 7s. 8d.

The impropriate rent charge apportioned on the estate is 18l. 0s. 8d. and (except 8s. payable to Mrs. Garlike) will be sold with the estate. The Vicarage rent charge is 12l. 4s.

A considerable portion of the purchase-money may remain on the estate at a low rate of interest.

For view, apply to the tenant, and for further particulars to Messrs. SEWELL and NEWMARCH, Solicitors, Cirencester.

LINCOLNSHIRE.

ASWARDLY, near SPILSBY, LINCOLNSHIRE.—VALUABLE FREEHOLD ESTATE, comprising the Manor Advowson, and, with a small exception, the whole of the parish of Aswardly, in the county of Lincoln. To be SOLD by AUCTION, by Mr. HOLLIS, at the White Hart Inn, in Spilsby, in the county of Lincoln, on Wednesday, the 29th day of May, 1844, at Two o'clock in the afternoon, a most desirable FREEHOLD ESTATE, situate at Aswardly, in the county of Lincoln, comprising the Manor of Aswardly aforesaid, a Mansion, late the residence of Richard Brackenbury, esq. deceased, and Seven Hundred Acres (or thereabouts) of valuable Arable, Pasture, and Meadow Land, divided into good and convenient farms, with the requisite farm-houses, cottages, and farm buildings thereon, in excellent repair.

Also the PERPETUAL ADVOWSON and NEXT PRESENTATION to the Rectory of Aswardly aforesaid, with its excellent Parsonage House, 34 acres (or thereabouts) of Glebe Land, and a commuted Tithe Rent Charge of 227l. 16s.

The estate is in a high state of cultivation, occupied by respectable tenants, is in a fine sporting country, well stocked with game, lying surrounded by parishes strictly preserved, and is eligibly situated for markets, being within four miles of Spilsby, seven of Alford, eight of Horncastle, and twelve of Louth.

Printed particulars, with a plan of the estate, conditions of sale, &c. will be circulated previous to the day of sale, and the estate may be viewed on application to the tenants, and any further information obtained from the Auctioneer; Mr. C. C. Orme, Louth; Mr. Greetham, Stainfield, near Wragby; Messrs. Walker and Son, solicitors, Spilsby; or from Mr. BABB, Solicitor, Great Grimsby.

Great Grimsby, April 30, 1844.

Sale of Books.

ENGLISH and FOREIGN LAW BOOKS.—MR. HODGSON will SELL by AUCTION, at his great room, 192, Fleet-street (corner of Chancery-lane), on Tuesday next, May 14th, and Wednesday, 15th, at half-past Twelve, the LAW LIBRARY of a Chancery Barrister, retired from the Profession, including the Modern Reports in Law and Equity; Petersdorff's Abridgment; Chitty's Equity Index; Bythewood and Jarman's Conveyancing, Modern Treatises, and Books of Practice. Also an importation of CIVIL, CANON, and ECCLESIASTICAL LAW, comprising the Works of Merendæ, Van-Espen, Mornacius, Menochius, Gomezius, Perezius, Castejon, Zoesius, Voet, Van-Leeuwen, Anselmo, Ottonis, Sande, Heneccius, Durand, Huberius, Domat, Freminville, Melchioris, various editions of the Corpus Juris Civilis et Canonici, &c. &c. the whole in fine preservation.

To be viewed, and Catalogues had.

NECESSARY PRECAUTION.—

CONSUMERS of BRANDY are respectfully informed that J. T. BETTS, Jun. and Co. will not be responsible for any bottled Brandy that is not protected against fraudulent substitution by the Patent Metallic Capsules, embossed with the words "Betts's Patent Brandy, 7, Smithfield Bars." Sold by the most respectable wine and spirit merchants in town and country, at 3s. 6d. per bottle, the bottle included.

NORWICH UNION SOCIETIES.

OFFICES—Surrey-street, Norwich; New Bridge-street, Blackfriars, London; Princes-street, Edinburgh; Capel-street, Dublin.

FIRE INSURANCE SOCIETY.—CAPITAL 550,000*l*.

DIRECTORS.

President—E. T. Booth, Esq.
Vice-President—A. Hudson, Esq.

George Morse, Esq.
George Durrant, Esq.
Maj.-Gen. Sir R. I. Harvey, C.B.
Charles Evans, Esq.,
Isaac Jermy, Esq., Recorder of Norwich.
Edward Steward, Esq.
Timothy Steward, Esq.
Lewis Evans, Esq., M.D.
Captain Blakiston, R.N.
Wm. Martin Seppings, Esq.

Samuel Bignold, Esq., Secretary.
Messrs. Bignold and Field, Solicitors.
R. J. Bunyon, Esq., Secretary (for London department), 6, Crescent, New Bridge-street.

Insurances are granted by this Society on buildings, goods, merchandize, and effects, ships in port, harbour, or dock, from loss or damage by fire in any part of the United Kingdom of Great Britain and Ireland.

It is provided by the Constitution of the Society, that the insured shall be free from all responsibility, and to guarantee the engagements of the Office, a fund of 550,000*l*. has been subscribed by a numerous and opulent proprietary. Returns are periodically made to parties insuring.

The business of the Society exceeds Fifty-eight Millions. The duty paid to Government for the year 1842 was 68,642*l*. 14s. 3d., and the amount insured on Farming Stock was upwards of Nine Millions and a Half.

Extract from the Returns to the Stamp Office, shewing the Duty and amount insured on Farming Stock, paid by the five Principal Offices for the year 1842:—

	Farming Stock.	Duty.
Norwich Union	£9,522,693	£68,642 14 3
County	7,464,858	48,465 10 7
Sun	6,818,051	165,683 16 8
Phœnix	4,811,469	129,619 2 3
Royal Exchange	4,349,774	71,891 11 2

LIFE INSURANCE SOCIETY.—INSTITUTED, 1808.
Capital invested, £1,750,000.

DIRECTORS.

E. T. Booth, Esq.
Isaac Jermy, Esq., Recorder of Norwich.
Major-General Sir R. J. Harvey, C.B.
Ch. Evans.

Timothy Steward, Esq., &c.
Secretary—Samuel Bignold, Esq.
Actuary—Richard Morgan, Esq.
Solicitors—Messrs. Bignold and Field.
Secretary for London Department—R. J. Bunyon, Esq.

This Society has been established upwards of 34 years; all just demands upon its funds have been promptly and liberally settled; nearly two millions and a half have been thus paid away on expired policies; and to meet the existing engagements of the Institution, it possesses funds amounting to upwards of a million and three-quarters, almost wholly invested on real and Government securities.

The Rates of Premium are BELOW those of most other Offices, and, under the age of 45, not less so than ten per cent.—a benefit in itself equivalent to an annual bonus; whilst periodical additions are also made to the sums assured upon all policies for the whole duration of life, in proportion to the amount of premium paid; the full advantage of Life Assurance is thus enjoyed by the members of this Institution.

The subjoined List of some of the existing Policies of the Society exhibits the aggregate amount of Bonus assigned to each of those Policies, including that declared at the General Meeting held on the 9th of September, 1842.

No.	Sum Assured.	Bonus.
477	£1,000	£776 4 10
951	499	431 10 5
170	1,000	445 15 6
751	1,000	458 7 4
1235	2,000	852 5 1
1276	1,500	619 3 4
1450	2,000	754 17 2
1444	1,000	519 10 7
1459	300	155 14 4
1745	2,000	1,117 1 11
1850	1,500	149 10 5
2570	1,000	531 6 10

Tables of Rates, &c., may be obtained at the Society's Offices, or of the Agents, in all parts of the United Kingdom.

LONDON REVERSIONARY INTEREST

SOCIETY, 4, New Bank-buildings, and 10, Pall-mall East. Established in 1836, for the purchase of Reversionary Property, Policies of Insurance, Life Interests, Annuities, &c.

Capital, £400,000, in 8,000 Shares, of £50 each.

DIRECTORS.

Sir Peter Laurie, Alderman, Chairman.
Francis Warden, Esq. (Director H.E.I.C.), Vice-Chairman.

Archibald Cockburn, Esq.
John Connell, Esq.
William Petrie Craufurd, Esq.
Benjamin Boyd, Esq.
John Irvine Glennie, Esq.
Charles Hertslet, Esq.
Walter Alex. Urquhart, Esq.
George Webster, Esq.
Mark Boyd, Esq.

Bankers—The Union Bank of London.
Solicitors—Messrs. Amory, Sewell, and Moores, 25, Throgmorton-street.
Secretary—Thomas Huggins, Esq., 4, New Bank-buildings.
Actuary—John King, Esq., 10, Pall-mall East.

Parties desirous of disposing of Reversionary Property, on equitable terms, and without unnecessary delay, may obtain blank forms of proposal on application either to the Secretary or Actuary of the Society.

JOHN KING, Actuary.

Insurance Companies.

NEW PROSPECTUS.—ALBION LIFE

INSURANCE COMPANY, instituted in 1805, New Bridge-street, Blackfriars.

BONUS every Three years. Eighty per Cent. or Four-fifths of the Profits returned on Policies effected on and after this day.

The new Prospectus, containing a full detail of the highly advantageous Terms on which Life Insurances are now granted by this Company, may be obtained at the Company's Office.

1st May, 1844. EDWIN CHARLTON, Secretary.

LONDON, EDINBURGH, and DUBLIN LIFE-ASSURANCE COMPANY,

3, Charlotte-row, Mansion-house, and 18, Chancery-lane, London.

DIRECTORS.

KENNETT KINGSFORD, Esq., Chairman.
BENJAMIN HILL, Esq., Deputy-Chairman.

Alexander Anderson, esq.
John Atkins, esq.
James Bidden, esq.
Captain F. Brandreth.
James Hartley, esq.
John M'Guffie, esq.
John Maclean, Lee, esq.
J. M. Rosseter, esq.

AUDITORS.

H. H. Cannan, esq. | Robert E. Alison, esq.

MEDICAL ADVISER—Marshall Hall, M.D., F.R.S., L. & E.
SECRETARY—John Emerson, esq.
SOLICITORS—Messrs. Palmer, France, and Palmer.

THIS IS THE ONLY COMPANY who are bound by their deed of constitution not to dispute any Policy, unless they can prove that it was obtained by fraudulent misrepresentation; the great aim and object of the Society having been to render Life Policies COMPLETE SECURITIES and NEGOTIABLE DOCUMENTS, which shall owe their value to the certainty of the contracts upon which they are founded, and be independent of the liberality or caprice of those who shall be in the management of the affairs of the Company when the claims arise; and for this purpose the Company have, by a clause in their deed of constitution, unhesitatingly deprived themselves of the power of objecting to any policy, unless they undertake to prove that it was obtained from them by fraudulent misrepresentation. The regulations common to all other Life Companies, which make the validity of assurance contracts dependent upon the perfect correctness of the many statements required from a proposer for a Life Policy, and which have given rise to almost all the questions which have been argued in the courts, and to many extra-judicial compromises, are thus entirely abrogated; and nothing but fraud, proved to have been committed against them, can vitiate a policy granted by this Company.

THIS IS THE ONLY COMPANY from whom the assured, on the mutual principle, receive the whole of the mutual accumulations, and also a guarantee from the Shareholders for the sums assured.

THIS IS THE ONLY COMPANY who bind themselves to pay the sums in the Policies, although the debts for which they were effected shall have been liquidated before the claims arise; the Company considering it only just towards the assured, that where premiums have been received for assuring a given amount, that amount should be paid when it becomes due, without dispute or deduction; and they undertake to do so without reference to the state of the accounting between the assured and his debtor.

THIS IS ALMOST THE ONLY COMPANY who grant in favour of creditors *whole world* Policies, whereby the debt is secured, although the debtor should go beyond the limits of Europe.

The premiums, calculated according to the Carlisle tables, are lower than usual upon young lives, where participation in the profits is not required; and for short assurances, which, at the option of the assured, may be continued for life, the rates are as low as a due regard to complete security will permit.

TRIENNIAL ASCENDING SCALE TO ASSURE £100.

Age.	1st Three Years.			2nd Three Years.			3rd Three Years.			4th Three Years.			Remainder of Life.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
25	1	2	7	1	9	9	1	16	11	2	4	1	2	11	3
35	1	9	9	1	19	6	2	9	3	2	19	0	3	8	9
45	2	1	0	2	14	10	3	8	8	4	2	6	4	16	4
55	3	11	1	4	10	9	5	10	5	6	10	1	7	9	9
60	4	8	11	5	17	4	7	5	9	8	14	2	10	2	7

BY THE HALF-PREMIUM PLAN, only one-half of the premium for the first seven years is required, the other half being payable at the convenience of the assured; thus allowing a Policy to be continued for seven years at one-half of the usual rate, or to be dropped at one-half of the usual sacrifice, and entitling the assured, seven years hence, when loss of health may prevent him from effecting a new assurance, to continue a Policy at a rate of premium applicable to an age seven years younger. The Half-premium plan of assurance, as practised by this Company, thus enables persons to retain to their own use the one-half of the premiums for the first seven years, at 5*l*. per cent. interest. Thus, suppose the ordinary premium for an assurance of 500*l*. to be 10*l*., the first payment by the half-premium plan will be five guineas, being the one-half of the 10*l*., and interest for the retained half; and, if death should occur in the first year, the sum of 500*l*. would be paid less the 5*l*. retained. The assured may thus have the use for the first year of 5*l*.; for the second of 10*l*.; and so on till the end of the seventh year, when the retained sums, amounting to 35*l*., may either be repaid, or retained at 5*l*. per cent. interest until death, when the 35*l*. would be subtracted from the 500*l*. then payable by the Company.

TO ASSURE £100 ON HALF-PREMIUM SYSTEM.

Age.	£	s.	d.	Age.	£	s.	d.
15	0	16	1	40	1	11	5
20	0	18	0	45	1	16	6
25	1	0	7	50	2	3	9
30	1	3	6	60	3	10	3

COMMISSION.—The Solicitor who transacts a Policy with this Company, is considered as the Agent during its whole currency, and receives commission upon all future premiums, by whomsoever they may be paid.

Prospectuses and schedules are forwarded to applicants, free of expense, by the Manager and Agents.

ALEX. ROBERTSON, Manager.

Insurance Companies.

UNITED KINGDOM LIFE ASSURANCE COMPANY,

8, WATERLOO-PLACE, PALL-MALL, LONDON.

Established by Act of Parliament in 1834.

DIVISION OF PROFITS AMONG THE ASSURED.

HONORARY PRESIDENTS.

Earl of Errol.
Earl of Courtown.
Earl Leven and Melville.
Earl of Norbury.
Earl of Stair.
Earl Somers.
Lord Viscount Falkland.
Lord Elphinstone.
Lord Belhaven and Stenton.

DIRECTORS.

James Stuart, Esq., Chairman.
Hananel De Castro, Esq., Deputy Chairman.

Samuel Anderson, Esq.
Hamilton Blair Avarne, Esq.
Edw. Boyd, Esq., Resident.
E. Lennox Boyd, Esq., Asst. Resident
Charles Downes, Esq.
Charles Graham, Esq.
F. Charles Maitland, Esq.
William Railton, Esq.
John Ritchie, Esq.
F. H. Thomson, Esq.

Surgeon—F. Hale Thomson, Esq., 48, Berners-street.

This Company, established by Act of Parliament, affords the most perfect security in a large paid-up Capital, and in the great success which has attended it since its commencement in 1834,

Its Annual Income being upwards of £60,000.

In 1841, the Company declared an addition to the Shareholders of one-half of their Stock, and also added a Bonus of 2*l*. per cent. per annum on the sum insured to all policies of the participating class from the time they were effected.

The Bonus added to policies from March, 1834, to the 31st Dec., 1840, is as follows:—

Sum Assured.	Time Assured.	Sum added to Policy.
£5,000	6 Yrs. 10 Months.	£683 6s. 8d.
5,000	6 Years	600 0 0
5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, **and only one-half need be paid for the first Five Years,** where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

GREAT BRITAIN MUTUAL LIFE

ASSURANCE SOCIETY, 14, Waterloo-Place London.

DIRECTORS.

The Chisholm, Chairman.
William Morley, Esq., Deputy Chairman.

John Brightman, esq.
Francis Brodigan, esq.
James William Deacon, esq.
Jonathan Duncan Dow, esq.
Alexander Robert Irvine, esq.
John Inglis Jerdein, esq.
James John Kinloch, esq.
Henry Lawson, esq.
Robert Power, esq.
The Rev. F. W. Johnson Vickery, A. M.

Auditors—C. B. Rule, esq.—T. C. Simmons, esq.
George Thomas, esq.
Physician—John Clendinning, M.D. 16, Wimpole-street.
Solicitor—Walter Prideaux, esq. Goldsmiths' Hall.
Bankers—Union Bank of London.

ADVANTAGES OF THIS INSTITUTION.

The whole of the profits divided annually among the holders of policies on which five annual premiums shall have been paid.

Credit given for half the amount of the first five annual premiums, by which means assurances may be effected and loans for short periods secured with the least possible present outlay, and after payment of the arrears, the policy-holder will become entitled to participate in the entire profit of this Institution, precisely in the same manner as if he had paid the whole amount of his premiums in advance in the usual way.

Thus, for example:—A person in the 25th year of his age, instead of paying 2*l*. 6s. per annum for an assurance of 100*l*. would be required to pay 1*l*. 3s. only during the first five years, when, on payment of the arrears of premium, amounting to 5*l*. 15s., his share of the profits would be such as to reduce his future annual premiums to very little more than the half-premium of 1*l*. 3s. originally paid by him. The Great Britain is the only Mutual Assurance Society in which this very great accommodation is given to the assured.

Credit allowed for the whole of the first five annual premiums, on satisfactory security being given for the payment of the same at the expiration of five years.

Transfers of policies effected and registered (without charge) at the office.

Claims on policies not subject to be litigated or disputed, except with the sanction, in each case, of a general meeting of the assured, to be specially convened on the occasion.

Holders of policies of 1,000*l*. entitled (after payment of five annual premiums) to attend and vote at all general meetings of the assured, who will have the superintendence and control of the funds and affairs of the Society.

Full particulars are detailed in the prospectus, which, with every requisite information, may be obtained by application to A. R. IRVINE, Managing Director.

A liberal commission allowed to Solicitors and Agents.

CHOICE of a SERVANT.—DOMESTIC

BAZAAR, 326, Oxford-street, corner of Regent's-circus, established 1830.—Families in want of good Servants will decidedly find their interest consulted by applying at the Bazaar, as domestics are waiting to be hired from ten to five, and, to insure giving satisfaction, none but those of the best description are suffered to attend. The subscriber may select any servant likely to suit, who refers to the family with whom she last lived; and should inquiries not prove satisfactory, they may select others. This thoroughly straightforward method has been found to give universal satisfaction, and the farce of applying to tradespeople, and waiting an indefinite period, is therefore obviated, as at this establishment a respectable servant can be procured immediately. Fee for one servant, 2s. 6d.; for as many as may be required, 14s. per annum.

Sales by Auction.

Under a Fiat of Bankruptcy.—Valuable Leasehold Estates for Investment and Occupation, Kingsland-road and Hoxton.

MESSRS. DAVIS and VIGERS are directed by the Assignees of Mr. Thomas Amos, to SELL by AUCTION, at the Auction Mart, on Tuesday, May 14, at Twelve for One, in Two Lots, SIX substantial brick-built RESIDENCES, 114 and 115, Tyssen-place, and 22, 23, 24, and 25, Flemming-street, Kingsland-road, Middlesex, and a very extensive range of workshops in Flemming-street, lately occupied by the bankrupt in his trade, a builder. Also, a Piece of Ground, with valuable frontage of 30 feet, and range of workshops and other buildings thereon, situate in East-street, Hoxton, shewing together a rental of 226*l.* per annum.

The Premises may be viewed by permission of the several tenants. Particulars, &c. to be had of J. F. GROOM, Esq. Official Assignee, Abchurch-lane; Messrs. J. and W. SHEFFIELD, Solicitors, 147, Leadenhall-street, G. W. ARMSTRONG, Esq. 33, Old Jewry; at the Auction Mart; and Messrs. DAVIS and VIGER'S Offices, 3, Frederick's-place, Old Jewry.

Norwood, Surrey.—Neat Family Cottage, with Five Acres of Land.

MESSRS. DAVIS and VIGERS are instructed to SELL by AUCTION, at the Auction Mart, on Tuesday, May 28, at Twelve, a comfortable RESIDENCE, with good garden and inclosed meadows, only five miles from London, having continual communication by coaches and omnibuses, at low fares. The accommodation affords seven airy chambers, three sitting-rooms, and convenient offices, chaise-house, stabling, and gardener's lodge. The grounds are very retired, with commanding views. A gentleman with London engagements may here, at very moderate cost, find a quiet home with economical enjoyment of the country. The house stands back from the high road on the right, a little beyond the Horns, Norwood, and may be viewed by leave of the tenant, Mr. Thompson.

For particulars apply at the Horns, Norwood; Greyhound, Croydon; the Elephant and Castle, Newington; at the Auction Mart; of JOHN GREGSON, Esq. 18, Bedford-row; and of the Auctioneers, 3, Frederick's-place, Old Jewry.

Maryland, North America.—Territorial Estate of 12,700 acres, with great mineral, agricultural, and other resources, in the finest part of the United States.

MESSRS. DAVIS and VIGERS are instructed to SELL by AUCTION, at the Auction Mart, on Tuesday, May 28, at Twelve, unless previously disposed of, a PROPERTY singular for its many valuable resources and vast capability of improvement, with fine openings for profitable investment of capital. Such extensive means for realizing a delightful princely independence, at a comparatively small cost and without hazard, have probably never before been offered for sale in this country. The estate consists of 12,700 acres, situate only a fortnight's journey from England. The climate is remarkably fine, salubrious, and agreeable, and adapted to European constitutions. The soil is fertile, and produces the corn and fruits of Britain, with the addition of maize, tobacco, grapes, and the finer growth of the South. The mineral resources are rich, iron is abundant, and coal is found in several places, and water power to a great extent is at command. A considerable expenditure has already been incurred, of which the purchaser will have the advantage, but a vast field remains for profitable improvements, and there can be no doubt that the many resources may be brought to yield an incalculable return. The purchase would be eligible for a company or body of individuals, as it affords room for the settlement and operations of several families; and in order to ensure entire confidence, the sale is made subject to a condition which gives the purchaser three months to affirm or annul his bargain, and the option of leaving half the purchase-money on mortgage.

For further information and particulars apply to JAMES SPEED, esq. Baltimore, Maryland; Messrs. FRESHFIELD, 5, Bank-buildings; and to Messrs. DAVIS and VIGERS, 3, Frederick's-place, Old Jewry, London.

Lindfield, Sussex.—Freehold Estate, with Villa, eighteen Cottages, seven Houses, and 114 acres of Land, let in small Farms, producing at low rents 275*l.* per annum.

MESSRS. DAVIS and VIGERS are instructed to SELL by AUCTION, at the Mart, on Tuesday, May 28, in Two Lots, that very interesting ESTATE, called the GRAVELY COLONY, situate in a fast improving part of Sussex, only fourteen miles from Brighton, and one from the Hayward's Heath Railway Station. It comprises a comfortable residence, observatory, coach-house, and stables, with farm offices, garden, orchard, cottage, and eighteen acres of land; now let at a ground-rent on lease, of which only a few years are unexpired; the remainder, except some small portions of wood-land, is divided into allotments for cottage cultivation. There are six neat houses, four of which are adapted for family summer residences, with farm offices, having five to fifteen acres of land attached, and eighteen superior cottages, with one acre and a quarter of ground to each, the whole being admirably arranged for the comfort and happiness of the occupier. On this estate for many years lived the late philanthropic William Allen, who here successfully carried out his benevolent plans for improving the condition of the peasantry, by building them suitable houses, and giving to each sufficient land for their use and occupation, and the advantages of the system are fully developed in the greater comfort, independence, and better morals of the occupiers; and, surrounded by a thriving and grateful tenantry, his residence here must have been truly delightful. The situation is remarkably pleasant and healthy, and, on account of its milder marine air, is highly recommended to invalids in preference to Brighton, and is becoming much frequented.

Particulars may be had at the New Ship, Brighton; Star, Lewes; Red Lion, Lindfield; Greyhound, Croydon; and in London, at the Auction Mart; of Messrs. J. C. and H. FRESHFIELD, 5, New Bank-buildings; and of the Auctioneers, 3, Frederick's-place, Old Jewry.

Sales by Auction.

Freehold Properties for small Investments, in the City of London and at Chelsea.

MESSRS. DAVIS and VIGERS are instructed to SELL by AUCTION, in Five Lots, at the Auction Mart, on Tuesday, May 28, at Twelve, a MOIETY, or half share of FIVE FREEHOLD HOUSES, being No. 91, Fetter-lane; Nos. 1 and 2, Took's-court, Chancery-lane; No. 4, Ship-yard, Temple-bar; and No. 20, Charles-street, Queen's-elms; producing together a rental of 162*l.* per annum. Small capitalists may here find means of largely augmenting their income; and whilst the funds are paying only 3¼ per cent. such properties as these frequently sell to realize 5 or 6.

To be viewed by permission of the tenants. Particulars and conditions of sale to be had of P. T. HARBEN, Esq. 3, Lyon's-inn, and 12, Clement's-inn; at the Auction Mart; and at the Auctioneers' Offices, 3, Frederick's-place, Old Jewry.

Long Leaseholds for Investments, Clapham-road, Surrey.

MESSRS. DAVIS and VIGERS will SELL by AUCTION, at the Auction Mart, on Tuesday, May 14, at Twelve for One (unless previously sold by Private Treaty), in Three Lots, a valuable LEASEHOLD ESTATE, forming one end of Church-street, Clapham-road, Kennington, Surrey, producing 208*l.* 3s. per annum. Lot 1 comprises five brick-built residences, let to respectable tenants, at 84*l.* 11s. per annum. Lot 2. Four equally well built, let at 78*l.* 12s. per annum. And Lot 3, very extensive and commanding business premises, let on lease at an improved ground-rent of 45*l.*

To be viewed by permission of the tenants; particulars to be had of Messrs. J. and C. ROGERS, Manchester-buildings, Westminster; at the Auction Mart; and at the Auctioneers' offices, 3, Frederick's-place, Old Jewry.

For Investment.—Leasehold Property, producing 50*l.* per annum.

MESSRS. DAVIS and VIGERS will SELL by AUCTION, at the Mart, on Tuesday, May 28, at Two o'clock, a Substantial Brick-built RESIDENCE, situate and being No. 30, York-road, Lambeth, Surrey, held by lease for an unexpired term of 79½ years, at a low ground-rent, and let for a term, at 50*l.* per annum.

Particulars and conditions of sale to be had of Messrs. J. and C. ROGERS, Manchester-buildings, Westminster; at the Mart; and Auctioneers' Offices, 3, Frederick's-place, Old Jewry.

Excellent modern Furniture, Musical Instruments, Pier and Chimney Glasses, Carpets, China, Glass, and effects, brought from the country.

MR. PHILLIPS is instructed to SELL by AUCTION, at his great rooms, New Bond-street, on Saturday, the 18th instant, at one precisely, an assemblage of well-made modern FURNITURE, applicable to the several apartments of a genteel residence, removed from the country; including particularly a drawing-room suite in rosewood with chairs and couches covered in silk tabaret, several richly framed chimney-glasses and gilt pier tables en suite, elegant lustres, handsome Axminster and Brussels carpets, a set of capital Spanish mahogany dining-tables, sideboard and set of chairs, two large bookcases, fine-toned grand and cottage pianofortes, a self-acting organ, violins by Amati and others, double and single action harps by Erard and Dodd. The chamber furniture comprises handsome mahogany four-post and French bedsteads and bedding, winged and single wardrobes, marble-top dressing and wash tables, cheval and dressing glasses, and the other appendages, services of china and richly-cut glass ware, bronze and gilt table lamps, clocks, other ornamental objects, and a variety of effects.

To be viewed on Friday preceding the sale, and catalogues then had at Mr. PHILLIPS'S.

A small Cabinet of Dutch and Flemish Pictures, and a few Cameos, Snuff-box, &c.

MR. PHILLIPS is instructed to SELL by AUCTION, at his Great Rooms, New Bond-street, on Thursday, 16th instant, at One precisely, a small COLLECTION of pleasing Dutch and Flemish PICTURES, just received from the Continent, formed by an Amateur during a residence at Ghent; it includes a Storm, with wrecked Vessels, by Backhuysen; Fortune Teller, by Rembrandt; a Coast Scene, P. Wouvermans; two Church Pieces, P. Keefs; a Landscape, by Momers; and others of equal merit by Ostade, Bershem, Ruysdael, Teniers, Rubens, Bega, &c. and a Landscape and Cattle, by Verboeckhoeven, together with a few valuable cameos, mosaic snuff-box, musical watch, &c.

May be viewed Wednesday preceding, and catalogues then had.

A private Collection of Pictures.

MR. PHILLIPS begs to announce that he is instructed to SELL by AUCTION, at his Gallery, New Bond street, on Tuesday, May 14, at One precisely, the remaining and select Portion of the COLLECTION of ANCIENT PICTURES, formed from the Italian, German, Dutch, Flemish, French, and English Schools; the entire property of Dr. Nevinson, removed from his residence in Montagu-square. The collection consists of upwards of 130 works, uniting pleasing examples by the following admired masters:—

Correggio	Parmegiano	Denner
Titian	Paduanino	Mieris
Cignani	Teste	Biomart
A. del Sarto	Solario	Vanderworff
Guido	Jan Steen	Watteau
L. Giordano	Eckhout	Le Guay
Vandyck	Netscher	Stork
A. Dolce	Rubens	Sir J. Reynolds, &c.

Sketches by Hilton, enamels by Bone, and other works of the modern school.

May be viewed Saturday and Monday prior to the day of sale at Mr. PHILLIPS'S, and Catalogues then had.

Sales by Auction.

NORFOLK.

MARSHLAND FARM, in the Parish of Terrington St. Clement.—DESIRABLE INVESTMENT in the immediate neighbourhood of the flourishing town and port of KING'S LYNN. To be SOLD by AUCTION, on Tuesday, the 28th day of May, 1844, by Mr. ROBINSON CRUSO, at the Globe Hotel, Lynn, at Four o'clock in the afternoon, a most VALUABLE ESTATE, which is likely to be considerably increased in value and extent by the embankment of the extensive salt marshes belonging to the parish, situate in the parish of Terrington St. Clement aforesaid, comprising Four commonable Messuages and upwards of 280 Acres of Land, producing a clear rental of upwards of 500*l.* a year, which will be offered in twenty-four lots as described in particulars of sale.

The farms are in the respective occupations of Messrs. Henry Bates, Jonathan Herring, John Lawson, Samuel Stockdale, Robert Terrington, Edmund Humphreys, and — Taylor, and may be viewed on application to the tenants; and full particulars may be obtained at the principal Inns in the neighbourhood; of Messrs. ROY, BLUNT, and Co. Solicitors, Lothbury; Messrs. FINCH and NEATE, Solicitors, 57, Lincoln's-inn-fields; of C. G. H. St. PATRICK, Esq. Solicitor, Worcester; and of F. LANE, Esq. Solicitor, Lynn, at whose offices plans of the estate may be seen.

NORFOLK.—A most capital Investment, with immediate possession, and induction for a clergyman if desired.—To be SOLD by PUBLIC AUCTION, by Messrs. SEPPINGS and JONES, at the Auction Mart, London, on Friday, May 24, at one for two precisely, the IMPROPRIATION, or Rectory, of FUNDENHALL, the tithes of which are commuted into a rent charge of 506*l.* 7s. 4d. variable according to the provisions of the Tithe Commutation Acts, and in respect whereof the annual payments since the commutation have been considerably increased. Fundenhall is situate in a good neighbourhood, with capital roads, and a very healthy and pleasant part of the eastern division of the county; is within an easy ride or drive of the city of Norwich (about eight miles), and is a short distance from the populous town of Wymondham, through which there are at this time three London coaches daily, and within twelve months it is confidently anticipated that the proposed railroad from Yarmouth to London will be completed, and will pass very near to Wymondham and Fundenhall. There is a small neat church, and a population of about 300 persons. The parish contains by survey 1,348a 0r. 23p. of fine arable, pasture, and wood land, and the poor-rates are moderate. There is a chance of the clergyman getting double duty, if he desire it, immediately adjacent to Fundenhall. Annual outgoings—apportioned land tax, 9*l.* 4s.; synodals and procurations, 10s. 7½d.; a stipend paid to the vicar, 21*l.*; rent reserved to the Crown, 0s. 8d.—total, 31*l.* 1s. 3½d.

For particulars and conditions of sale apply personally, or by letter, postage paid, to Messrs. SEPPINGS and JONES, 1, Exchange-street, Norwich, or Terrace, Swaffham, Norfolk; Messrs. BLAKE, KEITH, and BLAKE, Solicitors, Norwich; and to Messrs. WOOD and BLAKE, Solicitors, 8, Falcon-street, London.

Highgate.—Beautiful Freehold Residence, with Coach-house, Stables, Pleasure-grounds, and Gardens, in all two acres and a half.

MESSRS. HEDGER will SELL by AUCTION, at the Mart, on Thursday, June 6, at twelve, the beautiful freehold Elizabethan Villa, Ivy Cottage, formerly the abode of the late C. J. Mathews, esq. since whose occupation a fortune has been expended in rendering it one of the most perfect suburban villas of the metropolis. It is placed in Milfield-lane, on the rise of Highgate-hill, on a southern slope, in luxuriant pleasure-grounds, and commands cheerful and pleasing views; contains entrance-porch and halls, dining-room, drawing-room, and library opening to a conservatory and to the lawn, several excellent bed-chambers, hot and cold bath, nurseries, &c. and capital domestic offices. The pleasure-grounds are charmingly disposed, and in the garden are forcing and succession houses, ornamental dairy, gardener's house; the whole two acres and a half.

Particulars may be had at the Mart; of H. Pidcock, esq. Whittlesey, Cambridgeshire; Messrs. Jones, Trinder, and Tudway, Bedford-row; and admissions to view, with every information, of Messrs. HEDGER, Land-agents, 10, New Bond-st. opposite the Clarendon, where a cosmoramic drawing may been seen.

Periodical Sale of Reversionary Interests, Annuities, Life Policies, and all descriptions of Securities dependent upon human life, Advowsons, Next Presentations, Shares, Debentures, &c.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) having adopted the system of Periodical Sales by Auction, are enabled to offer to persons expectant, or otherwise interested in the sale of the above description of property, the most prompt, economical, and satisfactory mode of disposing thereof, as by classifying these interests and properties in the same particular and for the same day, much expense is avoided, and a far greater competition secured. The Periodical Sales for the present year will take place as follows:—Thursday, June 6; Thursday, July 4; Thursday, August 1; Thursday, September 5; Thursday, October 3; Thursday, November 7; Thursday, December 5. The next Periodical Sale will take place at the Mart on THURSDAY, JUNE 6. Messrs. FULLER and MARSH beg to call the attention of the public to the economy and expedition of this system of business, as they are thereby enabled to put up each property for the small sum of two guineas and a half, including all expenses, should a sale not be effected. Parties desirous of disposing of property of this description should forward full particulars on or before the 20th inst.

Particulars may be obtained at 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, 29, Essex Street aforesaid, on Saturday, the 11th day of May, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 59.] SATURDAY, MAY 18, 1844.

SUBSCRIPTION.
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Money Wanted.

MONEY WANTED.—18,000*l.* at 3½ per Cent. for a Term certain, on Freehold and Copyhold Estates of ample value.
Apply to Mr. BLAGG, Solicitor, St. Alban's, Herts.

MONEY.—Wanted, £1,700 at 4 per cent. for a term certain, on mortgage of most eligible Freehold Premises, in the city of London
Apply to Mr CLIFT, Solicitor, 23, Red Lion Square.

MONEY. — £4,000 Mortgage Money.— Wanted on security of Real Estate, consisting of an excellent and well-frequented Café, with several Shops and Dwelling-houses in the best part of Boulogne, the whole of which are at present let to a most eligible Tenant, at a rent of 875*l* per annum Interest 4½ per cent. None but Principals will be treated with
Apply to Messrs. GEORGE and CHARLES POLLOCK, Solicitors, No. 19, Great George street, Westminster

Annuity Wanted.

ANNUITY.—Wanted to sink, £6,000 in the purchase of an Annuity, for the Life of a Lady aged 48
For particulars apply to Mr. PHELPS, Solicitor, Newport, Monmouthshire

Situations Wanted.

A GENTLEMAN, aged 22, who served his Articles in an Office of extensive Conveyancing Practice in the Country, and has lately been admitted, wishes to meet with a Situation as MANAGING CLERK, under the immediate superintendence of the Principal. A moderate salary would be accepted
Address, A. B. care of Messrs ELLIS and BIRKS, Law Stationers, York.

LAW.—A Gentleman aged 40, who for the last twenty-five years has been actively occupied in the Profession, will be disengaged in a few months, and is desirous of a permanent situation in town or the country either to conduct a general practice, or any particular branch with or without the superintendence of the Principal
Address, W , GEORGE'S Coffee-house, Strand, London

LAW.—The Advertiser, who has been accustomed to general business about fifteen years, writes a good hand, understands accounts, and can be highly recommended, is desirous of obtaining a situation in a respectable establishment, as BOOK-KEEPER, GENERAL CLERK, or otherwise
Address post-paid, to A. B., 14, Bolwell-street, Lambeth

LAW.—A Gentleman, accustomed to the management of the Common Law, Chancery, and Conveyancing Departments, without the assistance of the Principals, wishes for a similar ENGAGEMENT, where his communications would be with the Principals only.
Address, post-paid, to B. A., 14, Devereux-court, Strand.

Situation Vacant.

LAW.—Wanted in an Office in Norfolk, a CLERK between thirty and forty years of age, who is a good Conveyancer, and perfectly acquainted with Court-keeping, Sessions Practice, and Country Business in general. Address particulars by letter, post-paid, stating qualifications, testimonials, and amount of salary required, to Mr. F. HARRISON, 44, Bloomsbury-square, London.

TO SOLICITORS, &c.—Mr. W. H. SIMPSON, AUCTIONEER and SURVEYOR, having succeeded to the business of the late J.A CREATON (established 1785), begs to announce that he has completely revised, and very considerably REDUCED the scale of CHARGES usually adopted on SALES by AUCTION, and trusts by a strict regard to economy and constant devotion to the interests of those who may honour him with their patronage, to ensure a continuance of their support.
CITY AUCTION and ESTATE OFFICES, 59, Great Tower-street.

MATTHEW MEASE SEATON, English Solicitor, and General Law Agent for Jersey, Guernsey, Avranches, St. Malo, and the South of France Residence, 5, Parnasse-place, St. Helier's. Debts contracted in England are recoverable in Jersey.
REFERENCES.
Stevens Tripp, esq. 18, Gray's-inn Square.
Jacob Strickland, esq. Bristol.
Henry Harford, esq. Bath.
Charles Naylor, esq. Leeds.

TO LAW STUDENTS and OTHERS desirous of acquiring a knowledge of a practical System of SHORT HAND The Advertiser (who is a Professional Shorthand-writer, practising Gurney's System), having been applied to by several Professional Gentlemen, suggests the formation of a class, which he will be happy to superintend, to meet weekly in a convenient locality and to remain open until each member has learned the system completely The subscription to be One Guinea for the entire course of Instruction A preliminary meeting will be held when a sufficient number of Pupils have entered.
Apply to H G., LAW TIMES Office.

TO SOLICITORS.—A Medical Gentleman in Cambridgeshire, having a Son whom he wishes to bring up to the LAW, will be happy to EXCHANGE with any respectable Solicitor who may have a Son whom he is desirous to educate for the Medical Profession
For address &c apply to THOMAS MARTIN WILKIN, Esq 11, Amwell-terrace, Pentonville

A SOLICITOR, in respectable Practice in a healthy Watering Place in the Country, having a Son sixteen years of age, whom he wishes to place out would be glad to take any other Gentleman's Son as Articled Clerk in exchange for his own Son, either to the Law, as a Merchant or some other respectable Profession
For further information apply to B C , at this Office.

EXAMINATION QUESTIONS at EASTER TERM are now ready, with full answers and references to cases and authorities by the late Editors of the "Weekly Law Magazine" Series 1 2 3, and 4, may still be had Price 1s. 0d or sent free on receipt of 24 postage stamps
KELLY and Co. 20, Old Boswell-court, Temple Bar, and all Booksellers

Legal Notices.

LANCASHIRE INTERMEDIATE SESSIONS —NOTICE IS HEREBY GIVEN, that a GENERAL SESSION of the PEACE for the County Palatine of Lancaster for the trial of persons committed and held to bail on charges of felony and misdemeanor will be held at the New Bailey Court House in Salford on Friday, the 17th day of May, instant, at Ten o'clock in the Forenoon, and at the Court House in Preston on Thursday, the 23rd day of May, instant, at Ten o'clock in the Forenoon
GORSTS and BIRCHALL,
Deputy Clerks of the Peace.
Clerk of the Peace's Office, Preston,
May 1, 1844.

COUNTRY SOLICITORS' ACCOUNTS COLLECTED in every part of England and Wales The following Testimonial is one of many others, recommending L LAIDMAN, of Chancery-lane, London, to the Profession.
"Mr LEO LAIDMAN
"At the Annual Meeting of the EAST KENT LAW ASSOCIATION held at the Fountain Hotel Canterbury the 20th day of May, 1842—present Mr Edward Knocker in the Chair, Messrs Nutt, Sladden, Wightwick, Thompson Brockman, Pain, Norwood, Sankey, Plummer, Daniel, Mount, Wilkinson, and Gravener ,—Messrs Pain Knocker and Brockman having stated that they were highly satisfied with the assiduity and respectability of Mr Laidman, of 119 Chancery-lane, as a Collector of Agency Charges, it was resolved that the Members of this Association be recommended to employ him
"RALPH THOMAS BROCKMAN, Secretary"
Established 1839.

SHARES for SALE in Canal Navigations, Railway, Water, Gas, and other companies ... good interest, and applicants for Shares in the Law Life, Legal and General Assurance and other concerns. Also, Two good RESIDENCES, with offices and superior Chambers, to be LET. near Lincoln's-inn.
Apply to Mr. SCOTT, Estate and Share Agent, 8, Carey-street, Lincoln's-inn.

CITY OF LONDON FASHIONABLE TAILORING ESTABLISHMENT, 52, King William-street, London Bridge.—Messrs BURCH and LUCAS, Tailors, &c late J. Albert, respectfully invite Gentlemen and Families to view one of the largest and best-assorted stocks in London, of superfine Cloth, Cassimere, and Waistcoatings of the most novel designs, Cach Merettes for Summer Coats, &c &c. for the present season The style of cut and make of every garment are guaranteed equal to the first and most expensive houses at the West End and for cash payments a saving of 40 per cent. will be effected and will be found to the wearer much cheaper than the inferior garments made up by puffing Slopsellers and Hosiers at prices to astonish and delude the public, which description of goods are entirely excluded from this Establishment. 52, King William-street, City.—Established 1818.

To be Let.

OFFICE, CITY.—To be LET on LEASE, or OTHERWISE, a SPACIOUS OFFICE, on the Ground Floor, in the preferable part of the City. Possession forthwith. Rent 30*l.*
Apply between Nine and Four, at Mr G. CRAFTER'S Office, 9, Arthur-street West, City, near London Bridge.

For Sale.

TO be SOLD by PRIVATE CONTRACT, a large and commodious BUILDING or CHURCH, capable of holding 1,100 persons, situate in a populous town in a northern county A district will be attached to it. To be used only for Public Worship, according to the articles and institutions of the Established Church.
Further particulars may be had on application to Messrs. BUTT and WORSLEY, Solicitors, Ryde, Isle of Wight.

FREEHOLD DWELLING-HOUSE, with a double-fronted SHOP, in High-street, Stepney.—To be SOLD by PRIVATE CONTRACT, a very eligible Freehold Messuage with its Appurtenances, situate and being No 6, in the High-street, Stepney, in the county of Middlesex
For terms and further particulars, apply on the Premises, or to Mr OTWAY, Solicitor Stratford Grove, Essex.

LEASEHOLD PROPERTY, Old Kent Road —To be SOLD by PRIVATE CONTRACT, a LEASEHOLD ESTATE, comprising Three Dwelling-houses in Neat-street, Coburg-road, Old Kent-road, held for a Term of 61 years, from 29th Sept 1843, producing an improved rent of 96*l* per annum
For further particulars apply to Messrs BUCHANAN and GRAINGER, 8, Basinghall-street.

NORFOLK.—DUNHAM LODGE (lately the residence of Sir CHAS M. CLARKE, bart., who has left Norfolk To be SOLD by PRIVATE CONTRACT, a very valuable FREEHOLD ESTATE, situate at Little Dunham, five miles from Swaffham, and eight from East Dereham in the county of Norfolk, consisting of a capital Mansion-house called DUNHAM LODGE, with Stabling for eleven horses, gardens shrubberies and greenhouse, entrance lodge, keeper's cottage, bailiff's house, and excellent farm buildings, and 300 acres or thereabouts of very superior land lying round the house in a ring fence of which 180 acres are arable, 70 acres are pasture, and 50 acres are wood land abounding in game
Also, the MANOR of LITTLE DUNHAM, extending over 1800 acres of land, with the fines and quit rents thereto belonging
The Mansion, which stands in the centre of a small park, beautifully studded with timber, comprises a drawing-room, 31 feet long, and dining-room and library of ample dimensions, with mahogany doors gentlemen's morning room, four best bed-rooms, and three dressing rooms, approached by a handsome stone staircase, and seven other bed-rooms, and well-arranged domestic offices.
The Furniture and the Farming Stock and Crops to be taken at a valuation
Immediate possession will be given.
For Price and further Particulars, apply to Messrs. GOODWIN PARTRIDGE, and WILLIAMS, Solicitors, Lynn, at whose offices a plan of the property may be seen

DORSETSHIRE.

SPACIOUS MANSION and GROUNDS. —For disposal, by PRIVATE TREATY, an elegant and commodious RESIDENCE, most substantially built, and adequate to the requirements of a first-rate establishment. It contains numerous sleeping rooms of good proportions, dining room 27 feet by 18, drawing room 23 feet by 18 feet 6 inches second ditto 16 feet by 14, breakfast room 21 feet by 17, library 26 feet by 15, gentleman's dressing room ... requisite office, good stabling, walled gardens, and grounds ornamented ... timber The property, which is freehold and land tax redeemed, is situate in a pleasant and populous sea-port town and borough, and embraces, amongst its many advantages, that of conferring considerable political influence on its possessor, amounting almost to a certainty of securing the representation in the occurrence of a vacancy
Apply to Mr. G MUNDAY, Land Agent, 9, St Mildred's-court, Poultry; or to H KNIGHT, Esq Solicitor, 17, Basinghall-street.

CHARLES FRODSHAM, Chronometer Maker to the Lords Commissioners of the Admiralty, begs to inform the nobility, gentry, and public generally, that he has succeeded to the business and valuable stock of the late John R Arnold, and respectfully invites attention to his highly-finished assortment of Chronometers, Watches, and Clocks
Government were pleased to award to Arnolds 3,000*l.* for their valuable discoveries in Chronometers. C F. has also had the honour of receiving premium prizes from the Lords Commissioners of the Admiralty, and recently from Foreign Governments, for the extreme accuracy of his Chronometers.
Arnold's, 84, Strand, corner of Cecil-street.

New Publications.

Just published, price 1s.

REPORTS of the SPEECHES of Mr. WILKINS in defence of WM. HENRY BARBER in the Will-forgeries case: revised, with observations, by a BARRISTER.

Published at the LAW TIMES Office, 29, Essex-street, Strand.

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No. IX. for May 15th, contains—

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Jesse's Life of George Brummell.

VOYAGES AND TRAVELS—
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Dieffenbach's Travels in New Zealand.

SCIENCE—
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PAINSWICK, near STROUD.—To be SOLD by AUCTION, by C. F. MOORE, at the Royal George Hotel, Stroud, on Friday, the 24th day of May, 1844, at Three o'clock in the afternoon (subject to conditions and to the life interest of Mr. J. C. Wallop, who is now in the 79th year of his age), a very desirable and valuable estate, situate in the parish of Painswick, in the county of Gloucester, within four miles of Stroud and the Great Western Railway station, five miles of Gloucester, and eleven miles of Cheltenham, and comprising an excellent farm-house, with convenient agricultural buildings, and 134 acres, 2 roods, and 37 perches of pasture and arable land of superior quality, in a high state of cultivation, abundantly supplied with water, and now in the occupation of Mr. Gingell.

The whole estate lies within a ring fence, and adjoins the properties of W. H. Hyett, esq. Mr. Thomas Croome, and Mr. John Loveday, and abounds with ornamental and other timber.

The parish rates are unusually low, and attached to the estate is a right of pasturage on Painswick common.

The farm-house and premises, and about 25 acres, are freehold, and the remainder of the estate is copyhold, held of the manor of Painswick; the chief rents amounting to only 1l. 17s. 4d. per annum, and the land tax to 9l. 7s. 8d.

The appropriate rent charge apportioned on the estate is 18l. 0s. 0d. and (except 8s. payable to Mrs. Garlike) will be sold with the estate. The Vicarage rent charge is 12l. 4s.

A considerable portion of the purchase-money may remain on the estate at a low rate of interest.

For view, apply to the tenant, and for further particulars to Messrs. SEWELL and NEWMARCH, Solicitors, Cirencester.

LINCOLNSHIRE.

ASWARDLY, near SPILSBY, LINCOLNSHIRE.—VALUABLE FREEHOLD ESTATE, comprising the Manor Advowson, and, with a small exception, the whole of the parish of Aswardly, in the county of Lincoln. To be SOLD by AUCTION, by Mr. HOLLIS, at the White Hart Inn, in Spilsby, in the county of Lincoln, on Wednesday, the 29th day of May, 1844, at Two o'clock in the afternoon, a most desirable FREEHOLD ESTATE, situate at Aswardly, in the county of Lincoln, comprising the Manor of Aswardly aforesaid, a Mansion, late the residence of Richard Brackenbury, esq. deceased, and Seven Hundred Acres (or thereabouts) of valuable Arable, Pasture, and Meadow Land, divided into good and convenient farms, with the requisite farm-houses, cottages, and farm buildings thereon, in excellent repair.

Also the PERPETUAL ADVOWSON and NEXT PRESENTATION to the Rectory of Aswardly aforesaid, with its excellent Parsonage House, 34 acres (or thereabouts) of Glebe Land, and a commuted Tithe Rent Charge of 227l. 16s.

The estate is in a high state of cultivation, occupied by respectable tenants, is in a fine sporting country, well stocked with game lying surrounded by parishes strictly preserved, and is eligibly situated for markets, being within four miles of Spilsby, seven of Alford, eight of Horncastle, and twelve of Louth.

Printed particulars, with a plan of the estate, conditions of sale, &c. will be circulated previous to the day of sale, and the estate may be viewed on application to the tenants, and any further information obtained from the Auctioneer; Mr. C. C. Orme, Louth; Mr. Greetham, Stainfield, near Wragby; Messrs. Walker and Son, solicitors, Spilsby; or from Mr. BABB, Solicitor, Great Grimsby.

Great Grimsby, April 30, 1844.

CARMARTHENSHIRE.

3½ Miles from the Sea-port and Market-town of Laugharne, and 10 from the fashionable watering place of Tenby.

MESSRS. BROOKS and GREEN have received instructions to SELL by AUCTION, at the MART, opposite the Bank of England, on Wednesday, the 5th day of June, 1844, a VALUABLE and highly improvable FREEHOLD ESTATE, comprising LANMILOE HOUSE, a handsome and gentlemanly residence, beautifully situate on the slope of a hill, with noble woods forming the background, and extending on either side only allowing a sufficient opening to admit of a splendid view of Carmarthen Bay and the Bristol Channel; and PENTREE FARM, together with upwards of 200 ACRES of excellent Arable, Meadow, Plantation, and Wood LAND, and two Farm Houses, with three Cottages.

Printed particulars may be obtained of Messrs. EVANS and MORGAN, Solicitors, Cardigan; of Mr. PEPLAR, Globe Inn, Laugharne, who will shew the Estate; at the Mart; the Hall of Commerce, Threadneedle-street; and of Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street, at whose offices a cosmoramic view of the Estate may be seen.

Periodical Sale of Reversionary Interests, Annuities, Life Policies, and all descriptions of Securities dependent upon human life, Advowsons, Next Presentations, Shares, Debentures, &c.

MESSRS. FULLER and MARSH (late Francis Fuller and Co.) having adopted the system of Periodical Sales by Auction, are enabled to offer to persons expectant, or otherwise interested in the sale of the above description of property, the most prompt, economical, and satisfactory mode of disposing thereof, as by classifying these interests and properties in the same particular and for the same day, much expense is avoided, and a far greater competition secured. The Periodical Sales for the present year will take place as follows:—Thursday, June 6; Thursday, July 4; Thursday, August 1; Thursday, September 5; Thursday, October 3; Thursday, November 7; Thursday, December 5. The next Periodical Sale will take place at the Mart on THURSDAY, JUNE 6. Messrs. FULLER and MARSH beg to call the attention of the public to the economy and expedition of this system of business, as they are thereby enabled to put up each property for the small sum of two guineas and a half, including all expenses, should a sale not be effected. Parties desirous of disposing of property of this description should forward full particulars on or before the 20th inst.

Particulars may be obtained at 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Sales by Auction.

Highgate.—Beautiful Freehold Residence, with Coach-house, Stables, Pleasure-grounds, and Gardens, in all two acres and a half.

MESSRS. HEDGER will SELL by AUCTION, at the Mart, on Thursday, June 6, at twelve, the beautiful freehold Elizabethan Villa, Ivy Cottage, formerly the abode of the late C. J. Mathews, esq. since whose occupation a fortune has been expended in rendering it one of the most perfect suburban villas of the metropolis. It is placed in Milfield-lane, on the rise of Highgate-hill, on a southern slope, in luxuriant pleasure-grounds, and commands cheerful and pleasing views; contains entrance-porch and halls, dining-room, drawing-room, and library opening to a conservatory and to the lawn, several excellent bed-chambers, hot and cold bath, nurseries, &c. and capital domestic offices. The pleasure-grounds are charmingly disposed, and in the garden are forcing and succession houses, ornamental dairy, gardener's house; the whole two acres and a half.

Particulars may be had at the Mart; of H. Pidcock, esq. Whittlesey, Cambridgeshire; Messrs. Jones, Trinder, and Tudway, Bedford-row; and admissions to view, with every information, of Messrs. HEDGER, Land-agents, 10, New Bond-st. opposite the Clarendon, where a cosmoramic drawing may been seen.

SURREY.

PUTNEY, 4½ miles from London, partly overlooking the Thames.

MESSRS. BROOKS and GREEN will SELL by AUCTION, at the Hall of Commerce, Threadneedle-street, on Wednesday, the 19th of June, 1844, at One o'clock, by direction of the Executors of the late Benjamin Bovill, esq. in one or more lots, the very excellent and most desirable FAMILY RESIDENCE, called the PLAT HOUSE, situate at Putney; together with its pleasure-grounds, gardens, conservatory, and about 10 acres of pasture, most eligible for building-land, having very excellent frontages to good roads, and a view over the river Thames.

Particulars may be had of Mr. AVIS, Putney; the Windsor Castle, Wandsworth; Mr. CAIN, Richmond; Rose and Crown, Wimbledon; T. M. CATTLIN, Esq. Solicitor, Ely-place, Holborn; and of Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street, at whose offices Plans of the Estate may be see

STAFFORDSHIRE.—MANORS of MARCHINGTON and AGARDSLEY, and ESTATES at MARCHINGTON, NEWBOROUGH, DROINTON, and LOXLEY, and the MARKET TOLLS at UTTOXETER. To be SOLD by AUCTION, by CHARLES KNIGHT, at the White Hart Inn, Uttoxeter, in the county of Stafford, on Tuesday, the 21st of May, 1844, at Three o'clock in the afternoon,

IN LOTS:

The several MANORS or LORDSHIPS of MARCHINGTON and AGARDSLEY, in the county of Stafford, with their Courts Leet and Courts Baron, and valuable and extensive Manorial Rights; exclusive RIGHT of FISHERY in the River Dove; and a very

ELIGIBLE FREEHOLD ESTATE,

containing 700 Acres, or thereabouts, in Marchington and Newborough, comprising the roomy and substantially-built

MANOR HOUSE OF MARCHINGTON,

with suitable Buildings, desirably situated at Marchington, five miles from Burton-upon-Trent, a First-class Railway Station; and 33 Acres of OLD PASTURE LAND. The valuable DAIRY FARM, well known as

NEWBOROUGH HALL FARM,

with convenient Farm-house, WATER CORN MILL, and suitable Farm Buildings, and 254 acres of Arable, Meadow, and Pasture LAND, in the occupation of Thomas Kirkpatrick Hall, Esq.; and 114 acres of good LAND, allotted from Needwood Forest about the year 1801, also now occupied by Mr. Hall. An excellent

ARABLE FARM at THORNEY LANES,

in the township of Newborough, with good Farm-house and Buildings, containing about 235 acres, in the occupation of Mr. John Daken; and a FIELD of good ARABLE LAND, adjoining the last-mentioned Farm, containing nine acres, in the occupation of William Moss. Another

DAIRY FARM at THORNEY LANES,

containing 62 acres, in the holding of John Dearn, adjoining the estates of Lord Bagot and Mr. Hall.

A HOUSE and TEN ACRES of PASTURE LAND,

in the occupation of Charles Brandrick, adjoining the Turnpike-road from Burton to Abbot's Bromley. And sundry COTTAGES and GARDENS, in the holding of Daniel Rushton and others. Also,

A SMALL FARM at DROINTON,

in the Parishes of Colwich and Stowe, in the Occupation of John Bettson, containing 17 Acres, or thereabouts, adjoining the Estates of Earl Ferrers and Mrs. Fox. Also,

AN ELIGIBLE ESTATE,

lying in the Township of Loxley, in the Parishes of Uttoxeter and Kingston, containing 83 Acres or thereabouts, in the Occupation of Thomas Griffin and William Woolliscroft. And,

THE MARKET TOLLS OF THE TOWN OF UTTOXETER;

and a Piece of Land, called the Toll Acre, with the Buildings at Bear Hill, in Uttoxeter.

The Estate is well stocked with game, lying between strictly preserved grounds.

The Farms may be viewed with leave of the Tenants; and any further information obtained from the Auctioneer, Mr. SAMUEL GINDERS, Ingestre; or at the Office of Messrs. KEEN and HAND, Stafford, where, as well as at the place of Sale, printed Particulars descriptive of the Lots may be had on the 1st of May.

NECESSARY PRECAUTION.—CONSUMERS of BRANDY are respectfully informed that J. T. BETTS, Jun. and Co. will not be responsible for any bottled Brandy that is not protected against fraudulent substitution by the Patent Metallic Capsules, embossed with the words "Betts's Patent Brandy, 7, Smithfield Bars." Sold by the most respectable wine and spirit merchants in town and country, at 3s. 6d. per bottle, the bottle included.

TO be SOLD, pursuant to a decree of the HIGH COURT of CHANCERY, made in a cause "FORSTER v. SMITH," with the approbation of Sir William Herne, one of the Masters of the said Court, at the house of Mr. Scarborough, the Scarborough Hotel in Leeds, in the county of York, some time in the month of May, 1844, VALUABLE FREEHOLD ESTATES, situate at HEADINGLEY, in the county of York, and at TOP CLOSE, in Leeds in the same county, late the property of Benjamin Smith, deceased.

Printed particulars and conditions of sale may shortly be had gratis at the Chambers of the said Master, Southampton Buildings, Chancery Lane, London; of Messrs. LUDLOW, SONS, and TORR, Chancery Lane aforesaid; of Mr. BENTLEY, Solicitor, Cloisters, Temple; Mr. WORMALD, Solicitor, Gray's Inn, London; also, of Mr. CHARLES NAYLER, Mr. BOOTH, and Messrs. BARR, LOFTUS, and NELSON, Solicitors, Leeds; of Mr. ROBINSON, Solicitor, Blackburn, Lancashire; and of Mr. WHALLEY, the Auctioneer, at his offices, Mill Hill, Leeds; and at the place of sale.

LUDLOW, SONS, and TORR, Plaintiff's Agents.

NORTH-RIDING OF YORKSHIRE.

TO CAPITALISTS.—INVESTMENT for TRUST MONEYS.—To be SOLD by AUCTION, altogether, or in lots, at the Black Swan Hotel, York, on Saturday, the 13th day of July, 1844, at Twelve o'clock at noon, the very valuable FREEHOLD MANOR and ESTATE of EASINGTON and BOWLBY, with the GRINKLE PARK MANSION and ESTATE, and divers FARMS, constituting the greater part of the parish of Easington, in the North-Riding of Yorkshire, between Whitby and Guisborough, lying within a ring fence, and comprising altogether 2660 acres (more or less).

The Estate abounds with game, a trout-stream runs through its whole length, and two packs of hounds hunt in the neighbourhood; it is finely timbered, and the sea bounds it at its northern extremity. A daily post is within two miles of the Mansion. Coaches pass twice a day to and from Sunderland, Whitby, Guisborough, Stockton, and Darlington.

Printed Particulars and Conditions of Sale, with a Plan of the Estate, will shortly be ready, and may be had, with any further information, on application to

Mr. JOHN WILKINSON,
Hull, May 1844. Solicitor, Hull.

NORFOLK.

MARSHLAND FARM, in the Parish of Terrington St. Clement.—DESIRABLE INVESTMENT in the immediate neighbourhood of the flourishing town and port of KING'S LYNN. To be SOLD by AUCTION on Tuesday, the 28th day of May, 1844, by Mr. ROBINSON CRUSO, at the Globe Hotel, Lynn, at Four o'clock in the afternoon, a most VALUABLE ESTATE, which is likely to be considerably increased in value and extent by the embankment of the extensive salt marshes belonging to the parish, situate in the parish of Terrington St. Clement aforesaid, comprising Four commonable Messuages and upwards of 280 Acres of Land, producing a clear rental of upwards of 500*l.* a year, which will be offered in twenty-four lots as described in particulars of sale.

The farms are in the respective occupations of Messrs. Henry Bates, Jonathan Herring, John Lawson, Samuel Stockdale, Robert Terrington, Edmund Humphreys, and — Taylor, and may be viewed on application to the tenants; and full particulars may be obtained at the principal Inns in the neighbourhood; of Messrs. ROY, BLUNT, and Co. Solicitors, Loth'ury; Messrs. FINCH and NEATE, Solicitors, 57, Lincoln's-inn-fields; of C. G. H. St. PATRICK, Esq. Solicitor, Worcester; and of F. LANE, Esq. Solicitor, Lynn, at whose offices plans of the estate may be seen.

SOUTH WALES.

GLAMORGANSHIRE.—To be SOLD by AUCTION, by Mr. THOMAS COOKE, at the Cardiff Arms Inn, in the town of Cardiff, on Wednesday, the 10th day of July next, precisely at One o'clock, in the afternoon,

Several valuable FREEHOLD ESTATES, situate in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Yatredowen, St. Andrew's, Coity, and Penmain, near Swansea, in the county of Glamorgan, containing in the whole 3300 acres, viz. an ESTATE, comprising upwards of 2000 acres of rich arable, meadow, and pasture land, extremely well adapted for turnip husbandry, now let in suitable farms at low rents, adjoining the town of Lantrissent, and the ancient and picturesque castle of Hensol, the domain of which is surrounded by this estate. It is intersected with good roads, and adjoins the river Ely, which abounds in salmon and trout.

The estate is distant from Cardiff seven miles.

Also, an estate at Paviland, in the Parish of Penmain, near Swansea, comprising 300 acres of excellent arable and pasture land, adjoining the Bristol Channel.

Also, severable valuable estates, lying detached from the above, in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Yatredowen, St. Andrew, and Coity, in the county of Glamorgan, which will be divided into 25 suitable lots, varying from 1 to 200 acres.

The estates lie in the centre of the rich and fertile county of Glamorgan, which abounds in coal and ironstone, and a large portion of the estate is situate in the mineral basin of South Wales; coal-mines are in work in the immediate neighbourhood of the estate, near which runs the Taff Vale Railway and Glamorganshire canal.

The projected line of railway from Gloucester to Milford Haven will pass through the centre of the estate. The mineral portion of the estate is distant from Merthyr Tydvil ten miles, and from Newbridge two miles.

The sale of the above estates also offers an excellent opportunity to capitalists for the investment of money in a county where the modern improvements in agriculture are making rapid progress, and cannot fail in a few years greatly to enhance the value of land.

Full particulars and plans of the different lots may be obtained after the 1st day of June next, from Mr. EVAN DAVID, Fairwater, near Cardiff; at the Cardiff Arms, Mr. SAMUEL GINDERS, Ingestre, near Stafford; Messrs. KEEN and HAND, Solicitors, Stafford, or the Auctioneer, Hereford.

The different estates may be viewed on application to Mr. EVAN DAVID, Fairwater, near Cardiff.

MONTGOMERYSHIRE.

KYFFIN and TY'NYFRON FARMS.—Mr. ROBERT OWEN has received instructions to SELL by AUCTION, at the Wynnstay Arms Inn, in the Town of Llanfair, in the said county of Montgomery, on Wednesday, the 5th day of June next, at Four o'clock in the Afternoon, A FREEHOLD ESTATE, exonerated from Land Tax, comprising Kyffin and Ty'nyfron Farms, desirably situate in the Parish of Llangodfan, about two miles from Can Offin and the Mail Coach Road from Shrewsbury to Aberyswyth, eight from Llanfur, ten from Llanfillan, fifteen from Welchpool, and thirty-six from Shrewsbury, in a beautifully undulated part of the county of Montgomery; consisting of upwards of 130 Acres of Meadow, Pasture, Arable, and Wood Land, with suitable Farm-houses and homesteads, in the Occupation of Mr. Evan Owen, at a very low rent.

May be viewed by application to the tenants, and Particulars had 20 days previous to the Sale, at Can Offin; the Wynnstay Arms Inn, Llanfyllin; Royal Oak, Welchpool; of Mr. HUGH MORGAN, Land Agent, Machynlleth; of T. M. ALSAGER, Esq. Official Assignee, 12, Birchin-lane; Messrs. BAXENDALE, TATHAM, UPTON, and JOHNSON, Solicitors, 7, Great Winchester-street, and 24, Lincoln's Inn-fields; of Messrs. DODS and LINKLATER, Solicitors, Leadenhall-street; of Messrs. JONES, YEARSLEY, and HOWELL, Solicitors, Welchpool; and at the place of Sale.

Valuable Reversionary Property to Money in the Funds, and to Twenty-one capital Freehold Residences, with Gardens, &c. Camberwell-grove and Grove-lane, Surrey, vested in the names of highly respectable Trustees.

MESSRS. NEWTON and APPLETON will SELL by AUCTION, at the Mart, on Wednesday, May 29, at Twelve, in two lots:—Lot 1. The Absolute Reversion to one-fourth part of 2,926*l.* 2s. 6d. Three per Cent. Reduced Annuities, receivable on the death of a gentleman aged 83 years, who is entitled to the dividends for life, and in whose name the stock now stands. Lot 2. The Absolute Reversion to one-third of the following very valuable property, viz.:—1 150*l.* Consols; 201*l.* Three-and-a-Half per Cents.; 326*l.* Three per Cent. Reduced; likewise to the net proceeds to arise from the sale of eighteen capital freehold residences, Nos. 1, 2, 8, 13, 14, 15, 16, 17, 18, and 19, Chatham-place, Camberwell-grove; nine freehold houses in Grove-lane, Camberwell; and two freehold houses in Samuel-street, New-road, St. George's East. The houses now produce 360*l.* a-year (under-let), and chiefly arises from ground-rents. The foregoing funds and proceeds of houses are payable in shares as each life drops of the several ages of 64, 59, and 58 years.

The houses may be inspected by permission of the tenants, and full descriptive particulars, with a plan of the estate annexed, may be had prior to the sale at the Auction Mart; of Messrs. HODGSON, Solicitor, 32, Broad-street-buildings; of Mr. JENNINGS, Solicitor, Whitechapel-road; and at the Auctioneers' Offices, 7, Mansion-house-street, City.

Insurance Companies.

NEW PROSPECTUS.—ALBION LIFE INSURANCE COMPANY, instituted in 1805, New Bridge-street Blackfriars.

BONUS every Three years. Eighty per Cent. or Four-fifths of the Profits returned on Policies effected on and after this day.

The new Prospectus, containing a full detail of the highly advantageous Terms on which Life Insurances are now granted by this Company, may be obtained at the Company's Office.

1st May, 1844. EDWIN CHARLTON, Secretary.

UNITED KINGDOM LIFE ASSURANCE COMPANY, 8, WATERLOO-PLACE, PALL-MALL, LONDON.

Established by Act of Parliament in 1834.

DIVISION OF PROFITS AMONG THE ASSURED.

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James Stuart, Esq., Chairman.
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Hamilton Blair Avarne, Esq.	F. Charles Maitland, Esq.
Edw. Boyd, Esq., Resident.	William Railton, Esq.
E. Lennox Boyd, Esq., Asst. Resident	John Ritchie, Esq.
Charles Downes, Esq.	F. H. Thomson, Esq.

Surgeon—F. Hale Thomson, Esq., 48, Berners-street.

This Company, established by Act of Parliament, affords the most perfect security in a large paid-up Capital, and in the great success which has attended it since its commencement in 1834,

Its Annual Income being upwards of £60,000.

In 1841, the Company declared an addition to the Shareholders of one-half of their Stock, and also added a Bonus of 2*l.* per cent. per annum on the sum insured to all policies of the participating class from the time they were effected.

The Bonus added to policies from March, 1834, to the 31st Dec., 1840, is as follows:—

Sum Assured.	Time Assured.	Sum added to Policy.
£5,000	6 Yrs. 10 Months.	£683 6s. 8d.
5,000	6 Years	600 0 0
5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, **and only one-half need be paid for the first Five Years,** where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

Insurance Companies.

NORTH BRITISH INSURANCE COMPANY.

Established 1809.

Protecting Capital, 1,000,000*l.*, fully subscribed.

His Grace the DUKE of SUTHERLAND, President.

Sir PETER LAURIE, Alderman, Chairman of the London Board.

Extract from Table of Increasing Premiums to insure 100*l.* for Life.

Age.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Remainder of Life.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
20	0 18 2	0 19 2	1 0 3	1 1 5	1 2 8	1 18 2
30	1 3 9	1 5 2	1 6 8	1 8 4	1 10 0	2 10 5
40	1 11 10	1 13 9	1 15 10	1 18 1	2 0 6	3 8 8
50	2 4 9	2 7 11	2 11 2	2 14 10	2 18 8	4 17 7

Tables of Premiums, at all ages, with the names of the President, Vice-Presidents, Directors, and Managers, who are all responsible Partners, may be obtained of Messrs. B. and M. BOYD, 4, New Bank-buildings; or of the Actuary, 10, Pall Mall East.

JOHN KING, Actuary.

GREAT REDUCTION IN THE PRICES OF THE PERRYIAN PENS.—QUALITY IMPROVED.

JAMES PERRY & CO. have the pleasure to announce that in consequence of increased facility in the manufacture of their Pens, they have reduced the prices to the level of all other Pens in the market, at the same time their superiority in quality is maintained.

J. P. & Co. embrace this opportunity to return thanks to their numerous friends for the decided preference given the Perryian Pens for so many years, and caution the public against the spurious imitations which are frequently imposed upon them for the genuine Perryian Pens.

PERRYIAN INK, 6d. 1s. and 2s. per Bottle. This Ink is most suitable for all kinds of Metallic Pens, and exceedingly good for pens made from quills. It is also suitable for the copying machine. The ordinary inks do not flow freely down Metallic Pens, and from their corrosive nature are very injurious to them; the Perryian Ink possesses every requisite good quality, has a flowing property peculiar to itself, and does not corrode pens as other inks. Writing performed with this ink in a short time becomes of a deep raven black, and never turns brown in any climate.

Also in Powders, at 6d and 1s. each, the latter sufficient to make a wine bottle full of ink.

Sold by all Stationers and Dealers in Metallic Pens, and at the Manufactory, 37, Red Lion-square, London.

CHOICE of a SERVANT.—DOMESTIC BAZAAR, 326, Oxford-street, corner of Regent's-circus, established 1830.—Families in want of good Servants will decidedly find their interest consulted by applying at the Bazaar, as domestics are waiting to be hired from ten to five, and to insure giving satisfaction, none but those of the best description are suffered to attend. The subscriber may select any servant likely to suit, who refers to the family with whom she last lived; and should inquiries not prove satisfactory, they may select others. This thoroughly straightforward method has been found to give universal satisfaction, and the tax of applying to tradespeople, and waiting an indefinite period, is therefore obviated, as at this establishment a respectable servant can be procured immediately. Fee for one servant, 2s. 6d.; for as many as may be required, 14s. per annum.

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THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

Vol. III. No. 60.] SATURDAY, MAY 25, 1844.

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NOTICE TO CREDITORS.—All Persons having any Claims on the Estate of JOHN MILTON, late of High-street, Islington, in the county of Middlesex, Salesman, and afterwards of South Mimms, in the same county, gent. deceased, are requested to send particulars thereof to SUDLOW, SONS, and TORR, Solicitors, 20, Chancery-lane.

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MARSHLAND FARM, in the Parish of Terrington St. Clement.—DESIRABLE INVESTMENT in the immediate neighbourhood of the flourishing town and port of KING'S LYNN. To be SOLD by AUCTION, on Tuesday, the 28th day of May, 1844, by Mr. ROBINSON CRUSO, at the Globe Hotel, Lynn, at Four o'clock in the afternoon, a most VALUABLE ESTATE, which is likely to be considerably increased in value and extent by the embankment of the extensive salt marshes belonging to the parish, situate in the parish of Terrington St. Clement aforesaid, comprising Four commonable Messuages and upwards of 280 Acres of Land, producing a clear rental of upwards of 500*l.* a year, which will be offered in twenty-four lots as described in particulars of sale.

The farms are in the respective occupations of Messrs Henry Bates, Jonathan Herring, John Lawson, Samuel Stockdale, Robert Terrington, Edmund Humphreys, and — Taylor, and may be viewed on application to the tenants; and full particulars may be obtained at the principal Inns in the neighbourhood; of Messrs. ROY, BLUNT, and Co. Solicitors, Lothbury; Messrs. FINCH and NEATE, Solicitors, 57, Lincoln's-inn-fields; of C. G. H. St. PATRICK, Esq. Solicitor, Worcester; and of F. LANE, Esq. Solicitor, Lynn, at whose offices plans of the estate may be seen.

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Particulars may be had at the Mart; of H. Pidcock, esq. Whittlesey, Cambridgeshire; Messrs. Jones, Trinder, and Tudway, Bedford-row; and admissions to view, with every information, of Messrs. HEDGER, Land-agents, 10, New Bond-st. opposite the Clarendon, where a cosmoramic drawing may been seen.

SOUTH WALES.

GLAMORGANSHIRE.—To be SOLD by AUCTION, by Mr. THOMAS COOKE, at the Cardiff Arms Inn, in the town of Cardiff, on Wednesday, the 10th day of July next, precisely at One o'clock, in the afternoon,

Several valuable FREEHOLD ESTATES, situate in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystredowen, St. Andrew's, Coity, and Penmain, near Swansea, in the county of Glamorgan, containing in the whole 3800 acres, viz. an ESTATE, comprising upwards of 2000 acres of rich arable, meadow, and pasture land, extremely well adapted for turnip husbandry, now let in suitable farms, at low rents, adjoining the town of Lantrissent, and the ancient and picturesque castle of Hensol, the domain of which is surrounded by this estate. It is intersected with good roads, and adjoin the river Ely, which abounds in salmon and trout.

The estate is distant from Cardiff seven miles.

Also, an estate at Paviland, in the Parish of Penmain, near Swansea, comprising 300 acres of excellent arable and pasture land, adjoining the Bristol Channel.

Also, severable valuable estates, lying detached from the above, in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystredowen, St. Andrew, and Coity, in the county of Glamorgan, which will be divided into 25 suitable lots, varying from 1 to 200 acres.

The estates lie in the centre of the rich and fertile county of Glamorgan, which abounds in coal and ironstone, and a large portion of the estate is situate in the mineral basin of South Wales; coal-mines are in work in the immediate neighbourhood of the estate, near which runs the Taff Vale Railway and Glamorganshire canal.

The projected line of railway from Gloucester to Milford Haven will pass through the centre of the estate. The mineral portion of the estate is distant from Merthyr Tydvil ten miles, and from Newbridge two miles.

The sale of the above estates also offers an excellent opportunity to capitalists for the investment of money in a county where the modern improvements in agriculture are making rapid progress, and cannot fail in a few years greatly to enhance the value of land.

Full particulars and plans of the different lots may be obtained after the 1st day of June next, from Mr. EVAN DAVID, Fairwater, near Cardiff; at the Cardiff Arms, Mr. SAMUEL GINDERS, Ingestre, near Stafford; Messrs. KEEN and HAND, Solicitors, Stafford, or the Auctioneer, Hereford.

The different estates may be viewed on application to Mr. EVAN DAVID, Fairwater, near Cardiff.

MONTGOMERYSHIRE.

KYFFIN and TY'NYFRON FARMS.—Mr. ROBERT OWEN has received instructions to SELL by AUCTION, at the Wynnstay Arms Inn, in the Town of Llanfair, in the said county of Montgomery, on Wednesday, the 5th day of June next, at Four o'clock in the Afternoon, A FREEHOLD ESTATE, exonerated from Land Tax, comprising Kyffin and Ty'nyfron Farms, desirably situate in the Parish of Llangodfan, about two miles from Can Offin and the Mail Coach Road from Shrewsbury to Aberystwyth, eight from Llanfair, ten from Llanfillan, fifteen from Welchpool, and thirty-six from Shrewsbury, in a beautifully undulated part of the county of Montgomery; consisting of upwards of 130 Acres of Meadow, Pasture, Arable, and Wood Land, with suitable Farm-houses and homesteads, in the Occupation of Mr. Evan Owen, at a very low rent.

May be viewed by application to the tenants, and Particulars had 20 days previous to the Sale, at Can Offin; the Wynnstay Arms Inn, Llanfyllin; Royal Oak, Welchpool; of Mr. HUGH MORGAN, Land Agent, Machynlleth; of T. M. ALSAGER, Esq. Official Assignee, 12, Birchin-lane; Messrs. BAXENDALE, TATHAM, UPTON, and JOHNSON, Solicitors, 7, Great Winchester-street, and 24, Lincoln's-inn-fields; of Messrs. DODS and LINKLATER, Solicitors, Leadenhall-street; of Messrs. JONES, YEARSLEY, and HOWELL, Solicitors, Welchpool; and at the place of Sale.

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The new Prospectus, containing a full detail of the highly advantageous Terms on which Life Insurances are now granted by this Company, may be obtained at the Company's Office.

1st May, 1844. EDWIN CHARLTON, Secretary.

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THIS IS THE ONLY COMPANY who are bound by their deed of constitution not to dispute any Policy, unless they can prove that it was obtained by fraudulent misrepresentation; the great aim and object of the Society having been to render Life Policies COMPLETE SECURITIES and NEGOTIABLE DOCUMENTS, which shall owe their value to the certainty of the contracts upon which they are founded, and be independent of the liberality or caprice of those who shall be in the management of the affairs of the Company when the claims arise; and for this purpose the Company have, by a clause in their deed of constitution, unhesitatingly deprived themselves of the power of objecting to any policy, unless they undertake to prove that it was obtained from them by fraudulent misrepresentation. The regulations common to all other Life Companies, which make the validity of assurance contracts dependent upon the perfect correctness of the many statements required from a proposer for a Life Policy, and which have given rise to almost all the questions which have been argued in the courts, and to many extra-judicial compromises, are thus entirely abrogated; and nothing but fraud, proved to have been committed against them, can vitiate a policy granted by this Company.

THIS IS THE ONLY COMPANY from whom the assured, on the mutual principle, receive the whole of the mutual accumulations, and also a guarantee from the Shareholders for the sums assured.

THIS IS THE ONLY COMPANY who bind themselves to pay the sums in the Policies, although the debts for which they were effected shall have been liquidated before the claims arise; the Company considering it only just towards the assured, that where premiums have been received for assuring a given amount, that amount should be paid when it becomes due, without dispute or deduction; and they undertake to do so without reference to the state of the accounting between the assured and his debtor.

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25	1	2	7	1	9	9	1	16	11	2	4	1	2	11	[illegible]
35	1	9	9	1	19	6	2	9	3	2	19	0	[illegible]	8	9
45	2	1	0	2	14	10	3	8	[illegible]	4	2	6	[illegible]	16	4
55	3	11	1	4	10	9	5	10	6	6	10	1	7	9	0
60	4	8	11	5	17	4	7	5	9	8	14	2	[illegible]	2	7

BY THE HALF-PREMIUM PLAN only one-half of the premium for the first seven years is required, the other half being payable at the convenience of the assured, thus allowing a Policy to be continued for seven years at one-half of the usual rate, or to be dropped at one-half of the usual sacrifice, and entit. ; the assured, seven years hence, when loss of health may prevent him from effecting a new assurance, to continue a Policy at a rate of premium applicable to an age seven years younger. The Half-premium plan of assurance, as practised by this Company, thus enables persons to retain to their own use the one-half of the premiums for the first seven years, at 5*l.* per cent. interest. Thus, suppose the ordinary premium for an assurance of 500*l.* to be 10*l.*, the first payment by the half-premium plan will be five guineas, being the one-half of the 10*l.*, and interest for the retained half; and, if death should occur in the first year, the sum of 500*l.* would be paid less the 5*l.* retained. The assured may thus have the use for the first year of 5*l.*; for the second of 10*l.*; and so on till the end of the seventh year, when the retained sums, amounting to 35*l.*, may either be repaid, or retained at 5*l.* per cent. interest until death, when the 35*l.* would be subtracted from the 500*l.* then payable by the Company.

TO ASSURE £100 ON HALF-PREMIUM SYSTEM.

Age.	£	s.	d.	Age.	£	s.	d.
15	0	16	1	40	1	11	5
20	0	18	0	45	1	16	6
25	1	0	7	50	2	3	9
30	1	3	6	60	3	10	3

COMMISSION.—The Solicitor who transacts a Policy with this Company, is considered as the Agent during its whole currency, and receives commission upon all future premiums, by whomsoever they may be paid.

Prospectuses and schedules are forwarded to applicants, free of expense, by the Manager and Agents.

ALEX. ROBERTSON, Manager.

Insurance Companies.

UNITED KINGDOM LIFE ASSURANCE COMPANY, 8, WATERLOO-PLACE, PALL-MALL, LONDON.

Established by Act of Parliament in 1834.

DIVISION OF PROFITS AMONG THE ASSURED.

HONORARY PRESIDENTS.

Earl of Errol.	Earl Somers.
Earl of Courtown.	Lord Viscount Falkland.
Earl Leven and Melville.	Lord Elphinstone.
Earl of Norbury.	Lord Belhaven and Stenton.
Earl of Stair.	

DIRECTORS.

James Stuart, Esq., Chairman.
Hananel De Castro, Esq., Deputy Chairman.

Samuel Anderson, Esq.	Charles Graham, Esq.
Hamilton Blair Avarne, Esq.	F. Charles Maitland, Esq.
Edw. Boyd, Esq., Resident.	William Railton, Esq.
E. Lennox Boyd, Esq., Asst. Resident.	John Ritchie, Esq.
	F. H. Thomson, Esq.
Charles Downes, Esq.	

Surgeon—F. Hale Thomson, Esq., 48, Berners-street.

This Company, established by Act of Parliament, affords the most perfect security in a large paid-up Capital, and in the great success which has attended it since its commencement in 1834,

Its Annual Income being upwards of £60,000.

In 1841, the Company declared an addition to the Shareholders of one-half of their Stock, and also added a Bonus of 2*l.* per cent. per annum on the sum insured to all policies of the participating class from the time they were effected.

The Bonus added to policies from March, 1834, to the 31st Dec., 1840, is as follows:—

Sum Assured.	Time Assured.	Sum added to Policy.
£5,000	6 Yrs. 10 Months.	£683 6s. 8d.
5,000	6 Years	600 0 0
5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, **and only one-half need be paid for the first Five Years**, where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

LONDON REVERSIONARY INTEREST SOCIETY, 4, New Bank-buildings, and 10, Pall-mall East. Established in 1836, for the purchase of Reversionary Property, Policies of Insurance, Life Interests, Annuities, &c.

Capital, £400,000, in 8,000 Shares, of £50 each.

DIRECTORS.

Sir Peter Laurie, Alderman, Chairman.
Francis Warden, Esq. (Director H.E.I.C.), Vice-Chairman.

Archibald Cockburn, Esq.	Charles Hertslet, Esq.
John Connell, Esq.	Walter Alex. Urquhart, Esq.
William Petrie Craufurd, Esq.	George Webster, Esq.
Benjamin Boyd, Esq.	Mark Boyd, Esq.
John Irvine Glennie, Esq.	

Bankers—The Union Bank of London.
Solicitors—Messrs. Amory, Sewell, and Moores, 25, Throgmorton-street.
Secretary—Thomas Huggins, Esq., 4, New Bank-buildings.
Actuary—John King, Esq., 10, Pall-mall East.

Parties desirous of disposing of Reversionary Property, on equitable terms, and without unnecessary delay, may obtain blank forms of proposal on application either to the Secretary or Actuary of the Society.

JOHN KING, Actuary.

PUBLIC NOTICE.—Her Majesty's Commissioners of Woods, Forests, and Land Revenues, having taken Mr. GRIMSTONE'S extensive premises in Broad Street, Mr. G. has, at a very considerable expense, prepared very commodious premises, 434, Oxford Street, at which place he earnestly solicits a continuance of the kind support with which he has been favoured by the nobility and public generally. Mr. Grimstone's commercial intercourse enables him to vend his foreign goods in the most genuine condition; and he pledges himself to continue the manufacture of every article in its pure and pristine state. Testimonials of undoubted authority from the highest characters, proving the efficacy of his EYE SNUFF, may be seen at the warehouse, as above, and in the third edition of his Almanack, 1843 and 1844.—GRIMSTONE'S EYE SNUFF, sold in canisters, 8d. 1s. 3d. 2s. 4d. 4s. 4d. 8s., and 15s. 6d. each.

To Wm. Grimstone, Esq. 434, Oxford Street.

26th Aug. 1843.

Sir,—I was a sufferer for seven years, both eyes having been so swollen as to cause blindness. Among the many medical gentlemen who attended me was the famous oculist, Dr. Alexander; indeed, I do believe my case was *beyond all their skill.* "Physic, bleeding, blistering, with a seton, and all kinds of lotions, but no relief," till chancing one day being led by your house, 39, Broad Street, Bloomsbury, my guide inquired if I had tried your Eye Snuff, on which I purchased a 1s. 3d. canister, opened it in the shop, took some, and was greatly relieved before I reached my home. I can with truth assert, and make oath if required to do so, that it was your Eye Snuff cured me. Shall be happy to answer any inquiry. I continue to use it as frequently as other snuff.—(Third testimony to the above-named.)

I am, Sir, yours gratefully,
L. S. Brewer,
Dress Maker, 18, Silver Street,
late of 6, Edge Terrace, Kensington Gravel-pits.

36, Upper Stamford Street, Oct. 3, 1842.

Sir,—During my sedentary occupation as a literary man, I was subject to excruciating pains in the head, which frequently caused blindness for a time. I have taken your Eye Snuff for the last two years; and from my first using it, have been free from pain, and see without the use of glasses at this time.

G. W. M. Reynolds.

Any of the above sizes can be sent through the post, on receiving a cash order, postage included.

CITY OF LONDON FASHIONABLE TAILORING ESTABLISHMENT, 52, King William-street, London Bridge.—Messrs. BURCH and LUCAS, Tailors, &c. late J. Albert, respectfully invite Gentlemen and Families to view one of the largest and best-assorted stocks in London, of superfine Cloth, Cassimers, and Waistcoatings of the most novel designs, Cach Merettes for Summer Coats, &c. &c. for the present season. The style of cut and make of every garment are guaranteed equal to the first and most expensive houses at the West End, and for cash payments a saving of 40 per cent. will be effected, and will be found to the wearer much cheaper than the inferior garments made up by puffing Slopsellers and Hosiers, at prices to astonish and delude the public, which description of goods are entirely excluded from this Establishment. 52, King William-street, City.—Established 1819.

CHOICE of a SERVANT.—DOMESTIC BAZAAR, 396, Oxford-street, corner of Regent's-circus, established 1830.—Families in want of good Servants will decidedly find their interest consulted by applying at the Bazaar, as domestics are waiting to be hired from ten to five, and to insure giving satisfaction, none but those of the best description are suffered to attend. The subscriber may select any servant likely to suit, who refers to the family with whom she last lived; and should inquiries not prove satisfactory, they may select others. This thoroughly straightforward method has been found to give universal satisfaction, and the farce of applying to tradespeople, and waiting an indefinite period, is therefore obviated, as at this establishment a respectable servant can be procured immediately. Fee for one servant, 2s. 6d.; for as many as may be required, 14s. per annum.

REDUCED SUBSCRIPTION to CHURTON'S LIBRARY, 26, HOLLES-STREET.—The standard collection of this extensive Library embraces upwards of 25,000 volumes, which is now thrown open to those requiring the perusal of the standard works only, at the reduced Subscription of Three Guineas per annum.

THE YEAR.

1st Class .. £5 5 0 .. 12 vols. in town, 24 in the country.
2nd Class .... 4 4 0 .. 8 vols. in town, 24 in the country.
Extra Class 10 10 0 .. 15 vols. in town, 30 ditto, all new.

CHARLES FRODSHAM, Chronometer Maker to the Lords Commissioners of the Admiralty, begs to inform the nobility, gentry, and public generally, that he has succeeded to the business and valuable stock of the late John R. Arnold, and respectfully invites attention to his highly-finished assortment of Chronometers, Watches, and Clocks.

Government were pleased to award to Arnolds 3,000*l.* for their valuable discoveries in Chronometers. C. F. has also had the honour of receiving premium prizes from the Lords Commissioners of the Admiralty, and recently from Foreign Governments, for the extreme accuracy of his Chronometers.

Arnold's, 84, Strand, corner of Cecil-street.

FOR STOPPING DECAYED TEETH.—Price 4s. 6d. Patronised by her Majesty, his Royal Highness Prince Albert, and her Royal Highness the Duchess of Kent.

Mr. THOMAS'S SUCCEDANEUM, for Stopping Decayed Teeth, however large the cavity. It is placed in the tooth in a soft state, without any pressure or pain, and will remain firm in the tooth for many years, rendering extraction unnecessary, arresting the further progress of decay. All persons can use Mr. Thomas's Succedaneum themselves with ease, as full directions are enclosed. Prepared only by Mr. Thomas, Surgeon-Dentist, 68, Berners-street, Oxford-street, price 4s. 6d. and can be sent by post.

Mr. THOMAS continues to supply the loss of teeth on his new System of Self-adhesion, without springs or wires. This method does not require the extraction of any teeth or roots, or any painful operation whatever. At home from 11 till 4.

ON EVERY SPORTSMAN'S TABLE.

THORN'S TALLY-HO SAUCE, for Fish, Game, Chops, Cutlets, Made Dishes, and all general purposes, is the richest and most economical Sauce now in use, imparting a zest not otherwise acquired. In bottles, 2s. and 4s.

"We have tried (crede experto) Thorn's Tally-ho Sauce, and can pronounce it exquisite."—*Satirist.*

THORN'S POTTED YARMOUTH BLOATERS.

The increasing demand for this most delicious preparation proves, beyond all doubt, it is far superior to any thing of the kind ever yet offered to the public for Sandwiches, Toast, Biscuits, &c., and an excellent relish for wine. In pots, 1s. and 2s. each.

"We certainly give it a decided preference over any thing of the kind that ever came under our notice."—*Alexander's East India Magazine.*

Wholesale and retail, at his Italian Warehouse, 223, High Holborn, and of all Sauce Venders in the world. Beware of piracy.

NECROLOGY.

VICE-ADM. SIR COURTENAY BOYLE, Bart.

We have to announce the demise of the above gallant Admiral. He was second son of the late and brother to the present Earl of Cork and Orrery, married, 1799, daughter of the late William Poyntz, esq. of Midham, Berks, by whom he has left issue Captain Courtenay Boyle and the Hon. Miss Caroline Boyle, Maid of Honour to the Queen Dowager. He entered the navy in 1786, became a captain in 1797 (received the latter promotion for reporting the presence of the French in Bantry Bay); in 1806 he was appointed to the Royal William, flag-ship; became a retired rear-admiral in 1831, but in 1840 was recalled to active duty; made Vice-Admiral of the Red in November, 1841. Represented Bandon in the parliament of 1807.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 2s. 6d.]

BIRTH.

SPEED.—On Friday, the 17th inst. at 92, Camden-road Villas, the wife of William Speed, esq. of Lincoln's-inn, barrister-at-law, of a son.

MARRIAGES.

MANLEY, John, esq. M.D. to Ellen, eldest daughter of the late Solomon Sawrey, esq. of Bloomsbury-square, London, on the 15th inst. at the British Embassy, Paris.

MELGUND, Viscount, eldest son of the Earl of Minto, to Emma Eleanor Elizabeth, only daughter of the late General Sir Thomas Hislop, bart. G.C.B. by the Rev. Gilbert Elliot, on the 20th inst. at St. George's, Hanover-square.

WEBB, Nicholas, esq. solicitor, Plymouth, to Sophia Harris, second daughter of Christopher Harris, esq. of Plymouth, banker, by the Rev. Courtenay Bulteel, on Tuesday, the 14th inst. at Plymstock, Devon.

DEATH.

WORTLEY, the Hon. Mr.—We regret to state that the Hon. Charles Wortley, youngest son of Lord Wharncliffe, president of the council, expired yesterday morning at the house of his brother, in Grosvenor-street. The deceased gentleman was 34 years of age, and married to a daughter of the Duke of Rutland, by whom he has several children.

CRIME IN COUNTIES.—In Shropshire there has been an uninterrupted increase of commitments for the last eight years; in Leicestershire, for the last five years; in Cambridgeshire and Northumberland, for the last four years; in Durham and Middlesex, for the last three years. The only consecutive decrease is confined to two counties—Cumberland and Monmouth—where it only extends to two years, and is of trifling amount.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Gazette, May 17.

Bales, J. grocer, 4s. Johnson, London.—*Bell*, J. hosier, first and final, 7d. Hope, Leeds.—*Biddulph* and *Co.* bankers, further and joint, 7s. to new proofs. Edwards, London.—*Bonner*, G. rag merchant, 5d. Johnson, London.—*Burgon*, J. T. hardwareman, adj. Follett, London.—*Bushell*, W. innkeeper, fur. 1d. Bittleston, Birmingham.—*Carter*, A. ship broker, 2s. Johnson, London.—*Chamberlain*, W. draper, 6s. 6d. Pennell, London.—*Cooper* and *Co.* clothiers, joint, 2d. and 3-8ths of a penny, sep. E. Cooper, 8½d. Morgan, Bristol.—*Courtenay*, F. B. bookseller, 3s. 3d. Graham, London.—*Harris*, A. hotel keeper, sine die. Pennell, London.—*Hobson*, T. mercer, fourth, 5d. and 3-16ths of a penny. Baker, Newcastle.—*Kennett*, R. tooth-ache curer, 2s. to new proofs. Johnson, London.—*Leech*, J. ironmonger, first, 3s. 4d. Baker, Newcastle.—*Low* and *Westerman*, merchants, joint, sine die. Turquand, London.—*Middleton*, J. warehouseman, third, 8d. Turquand, London.—*Oliver* and *York*, bankers, second, 15s. sep. York, 20s. Whitmore, London.—*Overington*, J. plumber, first, 6s. 8d. Belcher, London.—*Paterson*, W. brewer, none made. Follett, London.—*Pye*, W. builder, 1s. 6d. Turquand, London.—*Robinson*, C. oil merchant, 4s. Johnson, London.—*Rowley*, T. E. draper, second, 3½d. Whitmore, London.—*Smith*, J. linen draper, 1s. 8½d. Follett, London.—*Southgate* and *Co.* auctioneers, adj. Turquand, London.—*Thompson*, F. tailor, joint, 1s. 7½d. Graham, London.—*Townshend*, T. builder, fur. 2s. 11d. and 2-5ths of a penny. Bittleston, Birmingham.—*Turner*, cabinet maker, 5s. 6d. Pennell, London.—*Vann*, W. upholsterer, none made. Belcher, London.—*Walton*, G. wine merchant, first, 4s. 3d. Baker, Newcastle.—*West*, J. G. grocer, none made. Johnson, London.—*Wienholt*, J. B. merchant, 9-16ths of a penny. Follett, London.—*Willis*, J. ale merchant, none made. Johnson, London.

Insolvents' Estates.

Hopkinson, M. out of business, Armley, near Leeds, 5s. 3d. (in addition to 2s. 8d.)—*Medowcroft*, T. chymist, Colchester, 2s. 6d.—*Robinson*, A. coal fitter, Hartlepool, 6s. 3½d.

ASSIGNEES OF BANKRUPTS' ESTATES.

Austin, J. S. surveyor; J. Austin, millwright, Cambridge, ass.—*Bird*, J. watch manufacturer; C. Muston, watch-case manufacturer, Red Lion-st. Clerkenwell. ass.—*Brennand*, E. ironmonger; A. Fowler, tin plate worker, St. John-st. ass.—*Clarke*, J. colonial broker; H. Fisher, broker, Mincing-lane, and J. Muggeridge, meat salesman, Rose-st. Newgate-market, ass.—*Cox*, T. fruiterer; J. Lounds, watchmaker, New-port place, Edgeware-road, and W. Reading, coachmaster, Mortimer-st. Cavendish-sq. ass.—*Foster*, E. tailor; J. P. Bull, woollen warehouseman, St. Martin's-lane, and R. W. Dare, boot and shoe manufacturer, Queen-st. Cheapside, ass.—*Nash* and *Gardiner*, drapers; W. Hitchcock, Wood-st. and C. Goldsmith, warehousemen, Friday-st., ass.—*Saxby*, R. S., wine merchant; J. Adnam, wine merchant, 9, Old Fish-st. ass.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, May 17.

Covington, W. tailor, Newport, March 20. Trusts. W. Cash, Wood-st. and S. Wreford, Aldermanbury, warehousemen. Sols. Hardwick and Davidson, Weavers'-hall.—*Hammond*, W, saddler, Westmeon, Southampton, May 13. Trusts. N. Smith, currier, Chichester, and J. Edwards, saddler, Hambledon. Sol. Smith, Hambledon. — *Knapp*, S. printer and stationer, Coventry, May 8. Trusts. J. Conner, painter, and H. Dawson, builder, Coventry. Sol. Hodgson, Birmingham.—*Shiston*, W. farmer, Grindle, Salop, May 8. Trusts. E. Smith, miller, Hem-farm, Salop, and J. Cherrington, miller, Shiffnal. Sols. Messrs. Fisher, Newport.—*Smith*, G. currier, Manchester, April 22. Trusts. J. Stretch, tanner, Liverpool, D. Sandbach, tanner, Manchester, and G. Deane, leather dealer, Manchester. Sol. Potter, Manchester.—*Wells*, T. watchmaker, Cambridge, April 24. Trust. J. Wells, watchmaker, St. Albans. Sol. George, Barnet.

Gazette, May 21.

Brown, G. baker, Braintree, May 3. Trust. W. Evers, miller, Pattiswick. Sols. Cunningham and Co. Braintree.—*Wood*, J. and *Milner*, J. fancy cloth manufacturers and merchants, Dalton, Yorkshire, April 26. Trusts. C. Walker, worsted spinner, Bradford, D. Marsdon, accountant, Huddersfield, and J. Sykes, wool stapler, Huddersfield. Sols. Battye and Clay, Huddersfield.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, May 17.

BANKS, SARAH, victualler, Ipswich, Suffolk, May 23, at half-past one, June 28, at one, Basinghall-st. Com. Williams; Turquand, off. ass.; Smith, Furnival's-inn, and Pownall, Ipswich, sols. Date of fiat, May 6. E. Pownall, attorney, Ipswich, pet. cr.

CATTANEO, PETER, and CATTANEO, JOSEPH, jewellers and watchmakers, Reigate, Surrey, May 24, at twelve, July 2, at eleven, Basinghall-st. Com. Williams; Turquand, off. ass.; Birkett, Curriers'-hall, sol. Date of fiat, May 11. M. Birkett, tin-plate manufacturer, Wellington-st. Southwark, and P. Nathan, watch manufacturer, Caroline-mews, Bedford-square, pet crs.

LAMB, EDWARD BUCKTON, builder, 10, Burton-crescent, St. Pancras, Middlesex, May 24, at eleven, June 28, at twelve, Basinghall-st. Com Williams; Graham, off. ass.; Palmer, Temple, sol. Date of fiat, May 13. W. Bracher, painter, Great Ormond-st. pet. cr.

MARKS, RICHARD, victualler, Old Salmon, Union-st. Southwark, Duke of York, Liquorpond-st. and Bedford-st. St. Andrew, Holborn, May 28, at two, June 26, at twelve, Com. Holroyd; Groom, off. ass.; Dyson and Flavell, Bedford-row, sols. Date of fiat, May 9. O. Wigram, W. Reid, and W. and E. Wigram, brewers, Liquorpond-st. pet. crs.

MASTERMAN, ROBERT, surgeon and apothecary, chemist and druggist, 3, Trinity-st. Southwark, May 23 and June 28, at eleven, Basinghall-st. Com. Williams; Turquand, off. ass.; Wright, London-st. sol. Date of fiat, May 7. F. W. Easton, surgeon, Cleveland-st. Mile-end, pet. cr.

NEWTON, CHARLES, and WORSSAM, CHARLES, engineers and millwrights, Kingsland-basin, Kingsland-road, June 1, at one, June 28, at two, Basinghall-st. Com. Holroyd, Edwards, off. ass.; Rixon and Son, Jewry-st. sols. Date of fiat, May 15. H. Richard and W. Barrett, brass-founders, King's Head-court, Beech-st. pet. crs.

YOUNGHUSBAND, THOMAS WILLIAM, bitumen manufacturer, 27, Upper Belgrave-place, Middlesex, May 28, at half-past two, June 28, at one, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Wadeson, Austin-friars, sol. Date of fiat, May 11. W. M'Kenzie, bitumen manufacturer, Plough-road, Rotherhithe, pet. cr.

Gazette, May 21.

ALDEN, ISAAC, butcher, Market and Worcester-place, Oxford, May 28, at two, July 3, at one, Basinghall-st. Com. Evans; Johnson, off. ass.; Ford, Bloomsbury-sq. sol. Date of fiat May 9. S. Stone, wine merchant, Oxford, pet. cr.

BUTTRESS, WILLIAM COWLAND, silk throwster and farmer, Sewardstone, Waltham Holy Cross, Essex, May 30, at eleven, June 28, at two, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Cox, Pinners'-hall, sol. Date of fiat, May 13. W. Barrett, dealer in hay, Sewardstone-green, pet. cr.

CARLINE, THOMAS, builder, Shrewsbury, June 8 and July 1, at one, Birmingham, Com. Daniell; Whitmore, off. ass.; Teece, Shrewsbury, and Reece, Birmingham, sols. Date of fiat, May 15. J. Carline, architect, Shrewsbury, pet. cr.

COOPER, JOHN, wheelwright and Smith, Stony-la. Southwark, May 31, at half-past one, July 2, at eleven, Basinghall-st. Com Fane; Whitmore, off. ass.; Messrs. Brady and Sons, Staple-inn, sols. Date of fiat, May 15. W. H. Foreman and W. Thompson, iron merchants, Dyers'-hall-wharf, Thames-st. pet. crs.

FLETCHER, WILLIAM, maltster and retail brewer, Cinderhill, Sedgley, Staffordshire, June 4th and 25th, at one, Birmingham, Christie, off. ass.; Robinson, Wolverhampton, sol. Date of fiat, May 17. G. Robinson, Wolverhampfield, pet. cr.

GRAY, WILLIAM, wine and spirit merchant, York, June 1 and July 5, at eleven, Leeds, Com. West; Freeman, off. ass.; Ryalls, Sheffield, Moss, Cloak-lane, and Blackburn, Leeds, sols. Date of fiat, May 16. F. W. Everet, gent. Eccleston, pet. cr.

HALLS, LEWIS LANGDON, tea dealer and grocer, Taunton, June 6, at twelve, July 3, at one, Exeter, Com. Goulburn; Hernaman, off. ass.; Terrell, Exeter, and Hill and Matthews, Bury-court, St. Mary Axe, sols. Date of fiat, May 14 E. W. Whistler, colonial produce agent, 9, Fenchurch-st. pet. cr.

LEWIS, MARY, straw bonnet manufacturer and milliner, Derby, June 4, at one, June 25, at half-past one, Birmingham; Valpy, off. ass.; Messrs. Williamson and Shaw, Derby, sols. Date of fiat, May 16. G. German and B. Holme, mercers and drapers, Derby, pet. crs.

LICKFOLD, WILLIAM, licensed victualler, late of Merrow, Surrey, May 30, and June 28, at one, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; King, Godalming, and Whittaker, Lincoln's-inn-fields, sols. Date of fiat, May 10. W. E. Holland, brewer, Godalming, Surrey, pet. cr.

MORRISON, PEARSON RICHARD, merchant, Hammersmith, out of business, May 28, at one, July 10, at eleven, Basinghall-st. Com. Evans; Johnson, off. ass.; Tiddy, Temple, and Bransom, Sheffield, sols. Date of fiat, April 24. J. Jones, mercer, Sheffield, pet. cr.

PARKER, DAVID, hop merchant and cheese factor, Salford, Lancaster, June 4 and 26, at one, Manchester; Hobson, off. ass.; Johnson and Co. Temple, and Hulme, Manchester, sols. Date of fiat, May 16. J. Toulmin, cheese factor, Preston, pet. cr.

RILEY, EDWARD, grocer and tea dealer, Stratford-upon-Avon, June 3, and July 1, at twelve, Birmingham, Com. Daniell; Bittleston, off. ass.; Hill and Mathews, Saint Mary Axe, and Bray, Birmingham, sols. Date of fiat. May 6. A. Conway, J. Phelps, and T. Hayward, wholesale grocers, Maiden-lane, Queen-st. pet. crs.

SNELLING, JAMES, eating-house keeper, No. 63, Blackman-st. Southwark, May 29, at half-past two, June 26, at two, Basinghall-st. Com. Evans; Johnson, off. ass.; Cox, Sise-lane, sol. Date of fiat, May 17. C. V. Game, butcher, No. 17, Nicholas-lane, pet. cr.

WARD, JOHN, coach maker, West Bromwich, Staffordshire, June 3 and July 1, at eleven, Birmingham, Com. Daniell; Bittleston, off. ass.; Holland, West Bromwich, and Hodgson, Birmingham, sols. Date of fiat, May 14. G. Birkin, gent. Eudon Bernal, near Bridgnorth, pet. cr.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, May 14.

Alcock, S. bootmaker, Manchester.—*Alsop*, W. H. clerk, Manchester.—*Blair*, D. boot maker, Manchester.—*Bond*, J. out of business, Manchester.—*Braim*, T. commission agent, Leeds.—*Broomhead*, J. B. bookkeeper, Batley.—*Brown*, H. F. veterinary surgeon, Bakewell, Derbyshire.—*Charlesworth*, J. clothier, Almondbury.—*Collins*, R. plumber, Greenwich.—*Downing*, E. B. commission agent, Birmingham.—*Duke*, R. usher at a police court, Henry-st. Pentonville.—*Gant*, W. grocer and draper, Castleacre, Norfolk.—*Grace*, F. J. tailor, Arlington-st. Mornington-crescent. — *Griffin*, J. miller, Bromsgrove.—*Jones*, J. slater and plasterer, Liverpool.—*Kirby*, E. jun. paper maker, Boxley, near Maidstone.—*Leathes*, J. H. out of business, Norwich.—*Legge*, W. G. accountant, Shaftesbury-st. New North-road, and Walbrook-buildings, City.—*Lillie*, W. wheelwright, Deptford-bridge.—*Lynes*, J. out of business, Bloxham, Oxfordshire.—*Lys*, W. hatter, Road-side, Mile-end-road.—*Mathew*, T. labourer, Coychurch, Glamorganshire.—*Nash*, R. news agent and publican, Stockton.—*North*, H. confectioner, Mouldsey.—*Oake*, R. joiner, Leeds.—*Salisbury*, H. W. goldsmith, King's-road, Chelsea.—*Slade*, J. carpenter, Bexley-heath.—*Styles*, W. hawker, Rotherfield, Sussex.—*Thomas*, A. clog maker, Oldham.—*Tollemache*, W. L. F. (commonly called Lord Huntingtower), in no trade, Hyde-park-place, St. Marylebone.—*Tanner*, H. W. clerk, Reading.—*Watkinson*, B. draper, Castleton, Derbyshire.

Gazette, May 17.

Attwater, A. H. out of business, Exmouth.—*Ball*, J. E. dissenting minister, Bristol.—*Barham*, J. sen. out of business, Tenterden.—*Bickerton*, R. clerk, Wenlock-st. Old-st.—*Birkbeck*, W. shopkeeper, Stoke-upon-Trent. — *Blakey*, J. woolcomber, Bradford.—*Chadd*, T. blacksmith, Hanley-castle, Worcestershire.—*Chadwick*, S. shopman, Bristol.—*Cloutman*, J. carpenter, Great Leonard-st. Shoreditch. —*Dowling*, C. lodging-house keeper, Great Russell-st.—*Dugard*, C. livery-stable keeper, Richmond-road, Dalston.—*Ellesse*, K. governess, Soho-sq.—*Farnham*, M. widow, Exeter.—*Gardner*, J. victualler, Birmingham.—*Hoile*, T. out of business, Sandwich. — *Jackson*, G. H. surgeon, High-st. Camden-town.—*Limb*, J. tailor, Chesterfield.—*M'Hardy*, J. hairdresser, East Teignmouth.—*Marchant*, J. jun. schoolmaster, Hollingbourne.—*Payne*, W warehouse clerk, Aston.—*Ross*, J. cloth manufacturer, Calverley.— *Sanderson*, W. waistcoat manufacturer, Almondbury.—*Smith*, W. cabinet-case maker, Sheffield.—*Stubbin*, J. lieutenant, Marsk, Yorkshire.—*Tapsell*, C. grocer, Bath-place, Denmark-hill.—*Williams*, P. shoemaker, Drury-lane.—*Williams*, T. butcher, Llanfwrog, Denbighshire.—*Wills*, J. butcher, Birmingham.—*Wilson*, G. baker, Tynemouth.

TO BE HEARD BY ORDER OF COURT.

Town.

Gazette, May 14.

Court-house, Portugal-street, June 4, at nine.

Cabel, J. master mariner, Dundee and Wapping.—*Carel*, J. gardener, Violet-hill, St. John's-wood.—*Colvin*, W. H. artist colour maker and paper stainer, Church-lane, Whitechapel.—*French*, E. gardener, Wellington-st. Camberwell.—*Gibbs*, J. labourer, Wandsworth.—*Kemp*, G. green grocer, Francis-st. Newington.—*Mills*, W. builder, Aylesbury-place, Clerkenwell.—*Orth*, C. A. saddler, White's-court, Ropemaker-st.—*Quick*, C. draper's assistant, Bexley-heath.—*Scott*, R. estate agent, Shaftesbury-terrace, Pimlico.—*Turnbull*, R. clerk, John-st. Commercial-road East.—*Unitt*, W. J. agent, Brunswick-place, Barnsbury-road.

Same hour and place, June 6.

Blake, R. butcher, St. Martin's-st. Leicester-square.—*Buckland*, C. sen. road contractor, Queen-st. Edgware-road.—*Cousins*, G. hairdresser, Three Colt-st. Limehouse.—*Feldon*, I. F. smith, Charles-st. Hampstead-road.—*Friberg*, J. sen. plumber, Hammersmith.—*Hartigan*, J. tailor, North-east-passage, Wellclose-square.—*Hussey*, M. slater, Irongate-wharf, Paddington.—*Price*, J. confectioner, Little Bell-alley.—*Taplin*, T. clerk, Archer-st. Haymarket.—*Webb*, R. J. out of business, Park-lane, Piccadilly.—*Wright*, W. baker, Leman-st. Goodman's-fields.—*Young*, G. victualler, Leighton Buzzard.

Gazette, May 17.

Court-house, Portugal-street, June 7, at nine.

Ames, W. J. shopman to a cheesemonger, Duke-st. Manchester-square.—*Baker*, C. J. commercial traveller, Kentish-town-road.—*Bridgins*, B. general dealer, Great Cambridge-st. Hackney-road.—*Goddard*, T. cheesemonger, North-st. Maida-hill.—*Johnson*, J. builder, Shaftesbury-st. New North-road, Hoxton.—*Potts*, J. bricklayer, Church-st. Chelsea.—*Woodley*, W. captain in the navy, on half-pay, Devonshire-place, Stoke Newington-green.

Same hour and place, June 10.

Barber, J. E. hat manufacter, Isleworth.—*Cock*, S. B. out of business, King-st. Tower-hill.—*Mitchell*, E. boot maker, Aldenham-terrace, Pancras-road. —*Pennett*, H. beer retailer, Hornsey-road.—*Penny*, T. cooper, George-st. Shoreditch.

From the Gazette of Friday, May 24.

BANKRUPTCY SUPERSEDED.

Bake, T. common brewer, Manchester.

Bankrupts.

Webb, B. cheesemonger, High-st. Southwark.—*Martin*, J. W. chemist, Newmarket.—*Pike*, J. M. licensed victualler, Great Bath-st. Cold Bath-square.—*Parson*, W. grocer, Southampton.—*Davison*, T. grocer, Stockton-upon-Tees.—*Smith*, J. calico printer, Manchester.—[illegible] Chapman, W. chemists, Manchester.—[illegible], Longdon, Worcester.

Sales by Auction.

To Sugar Refiners and Others.—Freehold Sugar Refinery, Sheffield.—By Mr. FULLER, at the Tontine Hotel, in Sheffield, on Thursday, June 20, at Four, by direction of the Mortgagees, under a power of sale.

A SUBSTANTIAL brick-built SUGAR REFINERY, situate on the banks of the River Don, in the centre of the town of Sheffield, nearly adjoining the intended terminus of the Manchester and Liverpool Railway, and with the advantage of water carriage to all parts of England, fitted with machinery, plant, and implements, constructed on the most approved principles, and possessing capabilities for manufacturing 3,000 hhds. of sugar per annum, or 6,000 puncheons molasses; the premises comprise five light and lofty working floors, 63 feet by 34 feet, fill-house, and engine-house, &c. The plant comprises 2 copper vacuum pans, 4 heaters, 4 Howard's filters, 4 blowing-up cisterns, 4 pneumatic pans, 20-horse power steam-engine, 2 steam-boilers, erected outside the building, 2 vacuum pumps, copper liquor cisterns, and steam-pipes to heat all parts of the refinery, nearly new, and manufactured of the best material, at the cost of many thousand pounds. Coal can be procured at 4s. per ton, and an ample supply of water free of expense. In the present occupation of respectable tenants at 500*l*. per annum, whose term expires in July next.

To be viewed till the sale, with permission of the tenants, and particulars, with plans, had of Messrs. BROOKFIELD and GOULD, Solicitors, Paradise-square; at the Tontine, Sheffield; and of Mr. FULLER, Billiter-street, London.

Valuable Library of a Private Gentleman, consisting of 2,500 vols. being a choice selection of Classical and Standard Works in General Literature, of the best editions; also several of the best Theological Works, with many others.

MR. PRICE is instructed to SELL by PUBLIC AUCTION, at his New Rooms, Quality Court, 48, Chancery-lane, on Thursday, May 30, at Eleven for Twelve precisely (on account of the number of lots), without reserve, a choice selection of CLASSICAL and STANDARD WORKS in General Literature, possessing many of the best editions, amongst which will be found—The Delphin Classics, with Variorum Notes, 142 vols.; Stephens's Thesaurus, Gr. et Lat. two copies, large and small paper; Calasi Concordantia; Plutarchus Bryani; Sophocles cura Brunk; Æschyli Tragœdia Butleri; Herodotus Wesselingii, ditto Schweighæuseri; Thucydides Dukeri; Polybius; Homeri Opera, Ernesti; Ciceronis Opera, Ernesti; Taciti Opera Omnia, Brotier; Livii Opera; Xenophontis Opera, Gr. et Lat.; Platonis Dialogi, Bekkeri, Athenæus Schweighæuseri; Facciolati Lexicon; Virgilii Opera, Heynii; the Classical Journal, &c.; the Works of Hume, Smollett, Gibbon, Chaucer, Addison, Locke, Swift, Clarendon, Dryden, Chatterton, Bacon, Burn, Pope, Milton, Byron, Scott, Cowper, &c.; the Encyclopædia Metropolitana; Supplement to Encyclopædia Britannica; Quarterly and Edinburgh Reviews; Annual Register; Picturesque Scenery of Scotland, France, Switzerland, and other illustrated works, &c.; Lodge's Portraits; Carey's Atlas; several of the best theological works, with many others.

May be viewed two days prior to the sale, and catalogues had at Mr. PRICE's offices, 48, Chancery-lane.

REVERSION to 7,046*l*. 2s. 10d. New 3½ per Cent. Annuities.—Mr. GIBBONS will SELL by AUCTION, at Garraway's Coffee-house, Change-alley, Cornhill, on Thursday, June 27th, at One o'clock precisely, by order of the Assignees of an Insolvent Debtor, the Reversion to 7,046*l*. 2s. 10d. New 3½ per Cent. Annuities, transferable on the death of the Insolvent, aged 47 years last birth-day, provided his wife, aged 51 in September next, dies in his life-time without issue, and standing in the names of well-known and responsible Trustees.

Particulars, with conditions, may be had at Garraway's; of Messrs. BIGNOLD and MAWE, Solicitors, Bridge-street, Blackfriars; of Mr. W. LATHOM, Solicitor, Melton Mowbray, Leicestershire; and of Mr. GIBBONS, Old Cavendish-street, Cavendish-square.

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MR. HODGSON will SELL by AUCTION at his Great Room, 192, Fleet-street (corner of Chancery-lane), on Thursday next, May 30, and two following Days, at half-past Twelve, the VALUABLE LAW LIBRARY of a Chancery Barrister, removed from Lincoln's-Inn, including Complete Series of the Reports in Law and Equity, to the present time; Ruffhead's Statutes at Large, from Magna Charta, with Continuation to 5 & 6 Victoria; Irish Statutes at Large; Comyn's Digest by Hammond; the Year Books; Petersdorff's, Viner's, and Bacon's Abridgments; Chitty's Equity Index; Bythewood and Jarman's Conveyancing; to which is added, an importation of Civil, Canon, and Ecclesiastical Law, comprising the Works of Ottonis, Domat, Pignatellus, De Mean, Tuldenus, Miræus, Valascus, Gaufredus, De Castejon, Heeswyck, De Rosa, Corpus Juris Civilis, &c. with a few articles of Controversial Divinity; the whole in good preservation.

To be viewed and Catalogues had.

To Millers and Others.—Freehold Steam Flour Mill, Warehouses, and Dwelling-house, Sheffield.—By Mr. FULLER, at the Tontine Hotel, in Sheffield, on Thursday, June 20, at Four, in Two Lots, by direction of the Mortgagees, under a power of sale,

A STEAM FLOUR MILL, seated on the banks of the River Don, comprising four floors, two spacious warehouses, counting-houses, engine-house, stabling and yard enclosed with folding gates, and a dwelling-house. The mill is fitted with six pair of stones, patent dressing machine, 20-horse power condensing steam engine, and all the requisite machinery, in excellent working order. The mill is at present let to highly respectable tenants, who have occupied it for twenty years, at 180*l*. per annum. Tenants pay all taxes.

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Sales by Auction.

NORTH-RIDING OF YORKSHIRE.

TO CAPITALISTS.—INVESTMENT for TRUST MONEYS.—To be SOLD by AUCTION, altogether, or in lots, at the Black Swan Hotel, York, on Saturday, the 13th day of July, 1844, at Twelve o'clock at noon, the very valuable FREEHOLD MANOR and ESTATE of EASINGTON and BOWLBY, with the GRINKLE PARK MANSION and ESTATE, and divers FARMS, constituting the greater part of the parish of Easington, in the North-Riding of Yorkshire, between Whitby and Guisborough, lying within a ring fence, and comprising altogether 2660 acres (more or less).

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FOR

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VOL. III. No. 61.] SATURDAY, JUNE 1, 1844.

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AND NOTICE IS HEREBY ALSO GIVEN, that all Appeals must be entered with the Clerk of the Peace before the sitting of the Court on the 26th day of June next; and the hearing of Appeals and Motions will be taken at Nine o'clock in the morning on the Saturday following (if the Criminal business should then have terminated; if not, immediately after the termination thereof); and Solicitors are requested to take notice that, in Appeals against Removal Orders, copies of the Notice and Grounds of Appeal and Examination of the Pauper must be filed along with the Removal Order.

J. H. GALLOWAY, [illegible]
[illegible] of the Peace, Kingston-upon-Hull,
May 29, 1844.

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Though so many associations exist for promoting useful objects in Great Britain, yet the amendment of the law, when not undertaken by the Government, has been left either to the voluntary exertion of Individuals, or to that of a comparatively small number of persons, interested by trade, profession, or position, in some particular and detached alteration. Hence have arisen many insulated measures, perhaps good in themselves as relating to their immediate object, but too frequently inconsistent with the general frame of our jurisprudence; and hence, also, the utter omission of various necessary reforms, either because they are too minute for political, or too extensive for private consideration.

The object of this society is to associate together persons of various classes, interests, and professions, who will combine in collecting information as to existing defects, and in accumulating facts and suggestions as guides to future amelioration.

Though the greater number of its original members have been of the profession of the law, their object would be defeated if they were not joined by a large body of the unprofessional classes; since minds unfettered by habit and technicalities, when directed to a new subject, are most likely to discover defects, and not unfrequently suggest the best modes of amendment.

The society unequivocally disavows all objects of party politics; the end they propose to themselves is to be attained by giving and receiving information from all sources, foreign as well as domestic; and by rendering their stores of knowledge, so accumulated, more readily available to the public use.

HAMMERSMITH ROAD, opposite Lee's Nursery.—To be LET, on lease at 65*l*. or by the year at 70*l*. an eleven-roomed HOUSE, the back-rooms 20 feet by 16; with a good Garden.

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RARE OPPORTUNITY.—For SALE, in a populous and wealthy district in the West of England, an old established IRON-FOUNDRY, SMITHY, and HARDWARE BUSINESS, wholesale and retail, yielding large profits, the present Proprietor retiring. It will be disposed of on terms very advantageous to the purchaser. The premises are extensive enough for any amount of business, and there is a wide field for an active man profitably to employ himself. The capital required will be from 2,000*l*. to 3,000*l*. only.

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SUFFOLK.—To be LET or SOLD, with immediate possession, an excellent FAMILY RESIDENCE, within six miles of Bury St. Edmund's, the Montpelier of England, now occupied by the Rev. George Stammers Barrow, replete with every convenience for a genteel family. Capital stables and coach-houses, and about six acres of land tastefully and conveniently laid out in pleasure-gardens, walled-in kitchen-gardens, and paddocks. Coaches in communication with the railway to and from London, Bury, Norwich, Yarmouth, Cambridge, and Ipswich pass daily.

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Printed particulars may be obtained of Messrs. EVANS and MORGAN, Solicitors, Cardigan; of Mr. PEPLAR, Globe Inn, Laugharne, who will shew the Estate; at the Mart; the Hall of Commerce, Threadneedle-street; and of Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street, at whose offices a cosmoramic view of the Estate may be seen.

SURREY.

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MESSRS. BROOKS and GREEN will SELL by AUCTION, at the Hall of Commerce, Threadneedle-street, on Wednesday, the 19th of June, 1844, at One o'clock, by direction of the Executors of the late Benjamin Bovill, esq. in one or more lots, the very excellent and most desirable FAMILY RESIDENCE, called the PLAT HOUSE, situate at Putney; together with its pleasure-grounds, gardens, conservatory, and about 10 acres of pasture, most eligible for building-land, having very excellent frontages to good roads, and a view over the river Thames.

Particulars may be had of Mr. AVIS, Putney; the Windsor Castle, Wandsworth; Mr. CAIN, Richmond; Rose and Crown, Wimbledon; T. M. CATTLIN, Esq. Solicitor, Ely-place, Holborn; and of Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street, at whose offices Plans of the Estate may be seen.

Stanhope Lodge, Greenford, Middlesex, one mile and a half from the Hanwell Station, at which several trains stop daily.

MESSRS. BROOKS and GREEN will SELL by AUCTION, on the Premises, on Wednesday and Thursday, June 12 and 13, at One precisely (unless in the meantime disposed of by Private Contract), the valuable LEASE of the above desirable Premises, and Twenty Acres of Rich Meadow Land, and all the excellent Household Furniture, handsome Carpets and Rugs, elegant rosewood and mahogany, drawing, dining, and morning room Suites, superb Curtains and Draperies, brilliant Glasses, ornamental China and Glass, Parisian clocks, ormolu Chandelier, elegant Spanish mahogany four-post and French Bedsteads, excellent Bedding, dressing Glasses, splendid Pianoforte, Linen, Sideboard of Plate, a few fine Oil Paintings, small Cellar of Wines, nearly new Cab Phaeton, for one or two horses, handsome Gig, light spring Cart, three Horses, three Cows, Greenhouse Plants, &c.

Stanhope Lodge may be viewed by tickets, to be had of Messrs. BROOKS and GREEN. The Furniture and effects will be open to private view on the Saturday, and to public inspection on the Monday and Tuesday preceding the Sale; and catalogues had at the Chequers, Uxbridge; Express office, Windsor; Coach and Horses, Hanwell; Hall of Commerce, Threadneedle-street; and of Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street.

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THE PRACTICAL REPORTS of the VERULAM SOCIETY will be published on Saturday, June 15th. It will comprise

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Age.	First Year.			Second Year.			Third Year.			Fourth Year.			Fifth Year.			Remainder of Life.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
20	0	18	2	0	19	2	1	0	3	1	1	5	1	2	8	1	18	2
30	1	3	9	1	5	2	1	6	8	1	8	4	1	10	0	2	10	5
40	1	11	10	1	13	9	1	15	10	1	18	1	2	0	6	3	8	8
50	2	4	9	2	7	11	2	11	2	2	14	10	2	18	8	4	17	7

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BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 2s. 6d.]

BIRTH.

SIMON.—On the 9th ult. at Spanish Town, Jamaica, the lady John Simon, esq. barrister-at-law, of a daughter.

MARRIAGES.

CANN. Abraham, esq. of Nottingham, solicitor, to Isaline, eldest daughter of J. S. Needham, esq. of Appleby, Leicestershire, on the 23rd ult. at St. George's, Bloomsbury.

HAGGARD, William Meybohm Rider, esq. of Bradenham Hall, Norfolk, and Lincoln's-inn, barrister-at-law, to Ella, eldest daughter of Basett Doveton, esq. of Gloucester-place, Portman-square, on the 20th ult. at St. Mary's, Bryanston-square.

SMITH, J. K. esq. of Newnham, Gloucestershire, solicitor, to Emma, second daughter of the late Mr. Philip Elliott, of Ballingham Hall, Herefordshire, on the 21st ult. at St. John's church, Ivington, Herefordshire.

VINCENT, Rev. O. P., M.A. eldest son of J. P. Vincent, esq. of Lincoln's-inn-fields, to Elizabeth Hale, second daughter of the Rev. Henry Budd, rector of White Roothing, Essex, on the 29th ult. at St. Giles's church.

DEATH.

KING, John, esq. many years a deputy-lieutenant, and formerly high-sheriff of the county, on the [illegible] inst. at [illegible]wood-house, Sussex, aged 74.

Raising the Wind.—A most ingenious act of imposition, attended with a forgery upon a highly respectable solicitors' firm in the City, was enacted a few days since in the legal neighbourhood of Lincoln's-inn. It appears some rogue, "learned in the law," prepared a fictitious case, in the usual terms of legal technicality, and which was duly endorsed "Case for the opinion of Mr. Bethell—two guineas." The names of certain clients of Mr. Bethell's, as usual, were endorsed at the bottom of the "case," and a check for 10*l*., purporting to be drawn by them upon Messrs. Lubbock, the bankers, was presented to the clerk, who, unsuspecting the fraud, at once handed over the difference between the fee and the 10*l*. Upon the check being presented for payment, the forgery was at once discovered. The delinquent, of course, pocketed the change, with inward glee at the adroitness of the imposition.

Marriage Act.—Some doubts having arisen upon the construction of the Act for marriages in England, and the late Act to amend the same, relative to that part which renders it competent to parties to be married at church under the certificate of the Superintendent Registrar, without the publication of banns as heretofore, whether such marriage could take place where *neither* of the parties reside in the parish, at the church of which they intended the marriage to take place, the opinion of the Registrar-General has been taken, and is contained in the following letter, sent from the Registrar's office to the Superintendent Registrar of the Colchester district:—

"I am directed by the Registrar-General to state that a minister of the Established Church would be justified in refusing to solemnize the marriage of parties, pursuant to the Superintendent Registrar's certificate, in the church of a parish in which neither of them is resident, although their residence may be in the Superintendent Registrar's district, within which such church is situate. The provisions of the 36th section of the Amendment Act give force to the Superintendent's certificate only in cases where (instead of such certificate) the publication of banns, which must be preceded by residence of parties, would effect the same object."

JOURNAL OF PROPERTY.

The following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

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Three leasehold houses, Nos. 1, 2, and 3, Chester-place, Kennington; held for 46 years at a ground-rent of 13*l*. per annum—1,110*l*.

A freehold estate, situate near the church at Bow, consisting of two dwelling-houses and appurtenances, a spacious yard, with stabling, smith's shop, and sheds—1,110*l*.

A copyhold estate, comprising a butcher's shop, penthouse, and premises situated in the High-street, Hammersmith; also a dwelling-house, with large yard, in which are extensive building, and a paddock, walled all round, and extending to Paradise-row; land-tax redeemed—1,220*l*.

A copyhold house and shop adjoining, let at 18*l*. per annum—300*l*.

A copyhold house, situated in High-street, Hammersmith—390*l*.

Two copyhold houses, Nos. 3 and 4, Paradise-place, Hammersmith—455*l*.

Two ditto, Nos. 1 and 2—340*l*.

Two tenements, situated in the Mall at Hammersmith—105*l*.

A plot of copyhold building ground, near the Thatched House, Webb's-lane, Hammersmith—330*l*.

An improved ground-rent of 26*l*. a year, for 48 years, secured upon five residences, opposite the new church at Turnham-green—415*l*.

By Mr. W. W. SIMPSON.

The Chambers Bury estate, including Bunker's and Newhouse farms, situate in the parish of Abbots Langley, Hertfordshire; it comprises a newly-erected residence, three barns, stabling, cow-house, and other agricultural buildings, a farm-house, with homestead adjoining, garden, orchard, and 277a. 1r. 33p. of wheat, barley, and turnip land, including about 30a. of meadow and pasture land; the residence and nearly 100 acres of the land are freehold, the residue of the estate is copyhold; also, a rent-charge in lieu of great tithes, on about 70 acres, amounting to 16*l*. 8s. 6d., quit-rent 4*l*. 18s. 3d.—9,000*l*.

An enclosure of arable land near the above, called Green Field, containing 12a. 2r. 6p. copyhold, and subject to a quit-rent of 4s. 11½d.—340*l*.

A freehold and copyhold estate, situate in the parish of Cockfield, Suffolk, comprising a farm-house, double cottage, agricultural buildings, and 117a. 2r. 17p. of arable, meadow, and pasture land, lying within a ring fence, let at 170*l*. per annum—4,000*l*.

The Bell Inn and posting-house, situate in the town of Saxmundham, Suffolk, with bowling-green and six acres of meadow land; the estate is copyhold, and subject to a quit-rent of 8s.; land-tax, 6*l*. 2s. 9d.—6,500*l*.

The perpetual advowson and next presentation to the consolidated rectory of Creeksea, and vicarage of Althorne, situate four miles from Burnham, Essex. The rectory comprises a cottage, with garden, 21 acres of glebe land, together with rent-charge arising out of the great and small tithes of the parish, containing 818 acres of land, amounting to 247*l*. per annum, including the rent-charge on the glebe. The vicarage consists of a residence, chaise-house, stabling, garden, and six acres of glebe land, and the rent-charge in lieu of small tithes of the parish, containing about 2,250 acres of land, amounting to 156*l*. 12s. per annum, free of land-tax. The present incumbent is in the 66th year of his age—2,600*l*.

The perpetual advowson and next presentation to the rectory of Frostenden, situate in the eastern division of the county of Suffolk. It comprises the tithes of the parish, containing about 1,300 acres, which have been commuted into a rent-charge, exclusive of the glebe land, of 372*l*. per annum, together with 25a. 3r. 6p. of glebe land, including the churchyard, containing 3r. 28p. let at 48*l*. per annum—3,000*l*.

One-eightieth share in the Old Corn Exchange, Mark-lane, at present producing 24*l*. per annum, upon which a bonus has been declared—775*l*.

A freehold estate, comprising Comb Land Farm, situate in the parishes of Billinghurst and West Chittington, Sussex, consisting of a farm-house and agricultural buildings, together with 105a. 2r. 11p. of arable and meadow land, let at 90*l*. per annum—2,000*l*.

A freehold estate, comprising Snape Farm, situate in the parish of Pulborough, Sussex, consisting of a farm-house, &c. together with 85a. 2r. 28p. of arable and meadow land—1,860*l*.

By Messrs. HOGGART and NORTON.

A leasehold estate in the New Kent-road, comprising seven houses, Nos. 10 to 16, Union-place, let at 218*l*. per annum; also a ground-rent of 40*l*. per annum, from Nos. 6 to 9, and a ditto of 25*l*. 12s. arising out of 12 houses, Nos. 1 to 12, New-street, the whole let for 25¼ years, at 65*l*. per annum—1,630*l*.

Leasehold ground-rents and a rental producing together 72*l*. 16s. per annum, arising out of six houses in Addison-street, Notting-hill, and two cottages, with stabling for 17 horses; held for 60 years, at ground-rents amounting to 36*l*. 4s. per annum—1,030*l*.

Four freehold cottages, with gardens, situated at Fifield, near Maidenhead, Berks, with garden-ground and meadow, in all 1½ acres—390*l*.

A residence, No. 2, Brunswick-terrace, Cold Harbour-lane, Camberwell; held for 57 years, at 22*l*. per annum—640*l*.

Two houses, Nos. 29 and 30, Church-road, Beauvoir-town, Hackney; held for 76½ years, at a ground-rent of 4*l*. 10s. per annum for each house—600*l*.

Two ditto, Nos. 31 and 32, Church-road, in an unfinished state, held the same as the preceding lot—300*l*.

By Messrs. DANIEL SMITH and SON.

The Hanwell Park estate, with its spacious and handsome mansion, pleasure-grounds, gardens, hothouses, orchards, stabling, &c. situate in the parish of Hanwell, Middlesex; also the Cuckoo farm, and meadow and pasture land, containing, in all, 220 a. 2 r. 29 p.—17,500*l*.

Sixty-one acres of meadow and pasture land, near the preceding lot—3,660*l*.

An enclosure of arable land, containing 3a. 0r. 1p. near the above—790*l*.

The estate comprising the above three lots is copyhold of inheritance, under the Bishop of London's manor of Hanwell.

The freehold estate of Pinner-hill, with its elegant modern house and offices, pleasure-grounds, gardens, orchards, plantations, &c. with a farm-house and outbuildings, situate in the parishes of Pinner and Ruislip, Middlesex, and surrounded by 185 acres of park-like meadow, pasture, wood, and arable land—12,300*l*.

Two enclosures of copyhold meadow land, containing 7a. 1r. 10p. land-tax redeemed, situate near the town and railway station of Watford—465*l*.

Four enclosures of freehold meadow land, containing 28a. 2r. 23p. situate near the above—1,850*l*.

Three enclosures of copyhold meadow land, containing 20a. 2r. 15p. situate near the above—1,450*l*.

By Messrs. ROBERTS and RORY.

Two houses, Nos. 5 and 6, De Beauvoir Villas, De Beauvoir-square, Kingsland-road: held for 71 years, at a ground-rent of 7*l*. 14s. 8d. per annum—570*l*.

Two ditto, Nos. 7 and 8—470*l*.

Two carcases, Nos. 11 and 12—240*l*.

A house and shop, No. 75, Earl-street, Lisson-grove; held for 94 years from Lady-day, 1821, at a ground-rent of 10*l*. 10s. per annum—155*l*.

A residence No. 1, Aston-place, Holloway; held for 33 years, at a ground-rent of 15*l*. per annum—160*l*.

Three houses, Nos. 8, 9, and 10, King Edward-street, Islington; held for 64 years from Christmas, 1840, at a ground-rent of 21*l*. per annum—1,240*l*.

Three houses, Nos. 3, 4, and 5, New Bridge-street, Vauxhall, and carpenter's and builder's premises, producing an income of 152*l*. per annum; held for 60 years from December, 1822, at a ground-rent of 19*l*. per annum—1,180*l*.

A residence, situate in Park-street, Dorset-square, being No. 12; held for 56¾ years, at 7*l*. per annum—290*l*.

By Mr. H. HAINES, at Garraway's.

Three houses, being Nos. 1, 2, and 3, Rumsey-place, Stockwell, near Brixton; let at 125*l*. per annum; held for 94½ years, at a ground-rent of 15*l*. per annum—1,230*l*.

A freehold cottage residence, situate at Sudbury, on the Harrow-road—140*l*.

By Mr. GARDINER.

The public-house known as the Adelaide, with shop and stabling, situate in front of the Liverpool-road, near Barnsbury Park, Islington; together with three residences at the back thereof, and four houses, Nos. 1 to 4, Wellington-terrace; held for 43 years at 33*l*. per annum, net improved rent 113*l*.—1,500*l*.

The freehold public-house, known as the Peacock, situate No. 25, Gray's-inn-lane, with small house adjoining—2,270*l*.

By Messrs. PEYTON and AIKIN.

A freehold house, &c. in the village of Elstree, Herts—67*l*.

Two freehold tenements near the preceding lot—250*l*.

A freehold residence and paddock near the above—265*l*.

A freehold field of arable land, containing 13a. 1r. 7p. near the above—500*l*.

A freehold residence, stabling, garden, &c. near the above—500*l*.

By Messrs. BEADEL and FOULKES.

A freehold estate, situate at the entrance of the town of Ilford, and known as the White House Establishment, with garden, and a large piece of ground, forming a frontage to the town of 226 feet—1,205*l*.

By Messrs. KEMP and SON.

A freehold edifice, situate No. 27, Lime-street, City, known as the Ship Tavern, let for 60 years from June, 1841, at a rental of 805*l*. per annum—3,210*l*.

A freehold house, No. 28, Fine-street, City—700*l*.

A ditto, No. 29—890*l*.

A house, No. 1, Tonbridge-place, New-road, let at 78*l*. 15s. held for 99 years from June, 1807, at a ground-rent of 21*l*. per annum—560*l*.

A house, No. 7, Mabedon-place, Burton-Crescent, let at 63*l*.; held for 99 years from June, 1807, at a ground-rent of 18*l*. 18s. per annum—385*l*.

A house, No. 9, Charrington-street, let at 40*l*.; held for 80 years, at a ground-rent of 4*l*. per annum—420*l*.

A ditto, No. 11, ditto—415*l*.

A ditto, No. 13—410*l*. A ditto, No. 15—395*l*.

By Mr. SNOW.

Two copyhold houses, situate in Well-street, Hackney, let at 25*l*., also a piece of ground in the rear—310*l*.

Two ditto, Nos. 1 and 2—240*l*.

Two ditto, Nos. 3 and 4—230*l*.

By Messrs. SEPPINGS and JONES.

The impropriation or rectory of Frundenhall, near Wymondham, Norfolk, the tithes of which are commuted into a rent-charge of 560*l*. 7s. 4d. variable according to the Tithe Commutation Acts; the sum payable for the year 1843 was 534*l*. 15s. 3d.—10,000 gs.

By Messrs. NEWTON and APPLETON, at the Mart.

Valuable reversionary property, consisting of money in the Funds, and the net proceeds, to arise from the sale of 21 capital freehold houses, desirably situated in Camberwell-grove and Grove-lane, Camberwell, including two houses in the New-road, St. George's-in-the-East, standing in the names of highly respectable trustees, now producing about 360*l*. per annum, nearly a moiety of which arises from ground-rents—1,280*l*.

The Value of American Property.—On Tuesday, at the Auction Mart, a territorial property, known as the "Town-hall" estate, situate in Maryland, United States, North America, and consisting of 12,470 acres of land, was offered for sale by auction. It was described as being only seventeen days' journey from England, being bounded by the Chesapeke and Ohio Canal, the Baltimore and Ohio Railway, and the river Potomac on the south, and on the north by the great turnpike-road from Baltimore and Washington to the Western States. Among its recommendations there were stated to be on the property, tobacco, houses, iron and coal mines, sulphur springs, highly charged with white sulphur, &c., and the soil could grow wheat, barley, tobacco; the white, black, and rock oak, some nearly 100 feet high, white, yellow, and red pines, some 120 feet high; dyeing and medicinal plants, sugar, &c. There was a communication with all the principal towns, and two mails, with four other coaches, passed through the estate. The auctioneer, on putting up the lot, observed that the sale was an experiment, to try if in England an American estate could find a sale. The auctioneer put the question three times without success, when the estate was repudiated.

Freehold Property.—The second portion of the large freehold estate, the property of the late Robert M'William, Esq., was submitted to public competition on Tuesday and Wednesday last, in 105 lots, at the Auction Mart, City. This, and the first portion, which was sold last season by the same auctioneer, is, with the exception of Lord Southampton's estate, sold lately by Mr. Robins, the largest and most genuine sale of freehold property that has taken place at one time for many years past, and affords a most interesting test, not only of the value of freehold property near London, but also of the value of money in the market at the present time. The large room was crowded both days, and the competition most spirited. The ground rents sold to pay about 3 per cent., the freehold houses to pay 5 to 5½ per cent., and the freehold building-ground at the average price of 2,000*l*. per acre. The result of the two days' sale amounted to 72,000*l*., making a total, with the first portion sold last year, of upwards of 98,000*l*., the property of this gentleman. A third portion remains yet to be sold.

Yorkshire.—The number of acres rated to the county rate in the three ridings of Yorkshire is 3,735,040, and the sum total of their valuation 3,383,435*l*. or little more than a pound an acre. Lancashire contains 1,130,240 acres, which are rated at 6,192,067*l*. This is the highest rating, except that of Middlesex, which contains only 180,480 acres, valued at 6,047,886*l*. The agricultural districts generally are rated at more than the Yorkshire proportion.

Sales by Auction.

SOUTH WALES.

GLAMORGANSHIRE.—To be SOLD by AUCTION, by Mr. THOMAS COOKE, at the Cardiff Arms Inn, in the town of Cardiff, on Wednesday, the 10th day of July next, precisely at One o'clock, in the afternoon,

Several valuable FREEHOLD ESTATES, situate in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystradowen, St. Andrew's, Coity, and Penmain, near Swansea, in the county of Glamorgan, containing in the whole 3300 acres, viz. an ESTATE, comprising upwards of 2000 acres of rich arable, meadow, and pasture land, extremely well adapted for turnip husbandry, now let in suitable farms, at low rents, adjoining the town of Lantrissent, and the ancient and picturesque castle of Hensol, the domain of which is surrounded by this estate. It is intersected with good roads, and adjoins the river Ely, which abounds in salmon and trout.

The estate is distant from Cardiff seven miles.

Also, an estate at Paviland, in the Parish of Penmain, near Swansea, comprising 300 acres of excellent arable and pasture land, adjoining the Bristol Channel.

Also, severable valuable estates, lying detached from the above, in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystredowen, St. Andrew, and Coity, in the county of Glamorgan, which will be divided into 25 suitable lots, varying from 1 to 200 acres.

The estates lie in the centre of the rich and fertile county of Glamorgan, which abounds in coal and ironstone, and a large portion of the estate is situate in the mineral basin of South Wales; coal-mines are in work in the immediate neighbourhood of the estate, near which runs the Taff Vale Railway and Glamorganshire canal.

The projected line of railway from Gloucester to Milford Haven will pass through the centre of the estate. The mineral portion of the estate is distant from Merthyr Tydvil ten miles, and from Newbridge two miles.

The sale of the above estates also offers an excellent opportunity to capitalists for the investment of money in a county where the modern improvements in agriculture are making rapid progress, and cannot fail in a few years greatly to enhance the value of land.

Full particulars and plans of the different lots may be obtained after the 1st day of June next, from Mr. EVAN DAVID, Fairwater, near Cardiff; at the Cardiff Arms, Mr. SAMUEL GINDERS, Ingestre, near Stafford; Messrs. KEEN and HAND, Solicitors, Stafford, or the Auctioneer, Hereford.

The different estates may be viewed on application to Mr. EVAN DAVID, Fairwater, near Cardiff.

MONTGOMERYSHIRE.

KYFFIN and TY'NYFRON FARMS.—Mr. ROBERT OWEN has received instructions to SELL by AUCTION, at the Wynnstay Arms Inn, in the Town of Llanfair, in the said county of Montgomery, on Wednesday, the 5th day of June next, at Four o'clock in the Afternoon, A FREEHOLD ESTATE, exonerated from Land Tax, comprising Kyffin and Ty'nyfron Farms, desirably situate in the Parish of Llangodfan, about two miles from Can Offin and the Mail Coach Road from Shrewsbury to Aberyswyth, eight from Llanfair, ten from Llanfillan, fifteen from Welchpool, and thirty-six from Shrewsbury, in a beautifully undulated part of the county of Montgomery; consisting of upwards of 130 Acres of Meadow, Pasture, Arable, and Wood Land, with suitable Farm-houses and homesteads, in the Occupation of Mr. Evan Owen, at a very low rent.

May be viewed by application to the tenants, and Particulars had 20 days previous to the Sale, at Can Offin; the Wynnstay Arms Inn, Llanfyllin; Royal Oak, Welchpool; of Mr. HUGH MORGAN, Land Agent, Machynlleth; of T. M. ALSAGER, Esq. Official Assignee, 12, Birchin-lane; Messrs. BAXENDALE, TATHAM, UPTON, and JOHNSON, Solicitors, 7, Great Winchester-street, and 24, Lincoln's Inn-fields; of Messrs. DODS and LINKLATER, Solicitors, Leadenhall-street; of Messrs. JONES, YEARSLEY, and HOWELL, Solicitors, Welchpool; and at the place of Sale.

NORTH-RIDING OF YORKSHIRE.

TO CAPITALISTS.—INVESTMENT for TRUST MONEYS.—To be SOLD by AUCTION, altogether, or in lots, at the Black Swan Hotel, York, on Saturday, the 13th day of July, 1844, at Twelve o'clock at noon, the very valuable FREEHOLD MANOR and ESTATE of EASINGTON and BOWLBY, with the GRINKLE PARK MANSION and ESTATE, and divers FARMS, constituting the greater part of the parish of Easington, in the North-Riding of Yorkshire, between Whitby and Guisborough, lying within a ring fence, and comprising altogether 2000 acres (more or less).

The Estate abounds with game, a trout-stream runs through its whole length, and two packs of hounds hunt in the neighbourhood; it is finely timbered, and the sea bounds it at its northern extremity. A daily post is within two miles of the Mansion. Coaches pass twice a day to and from Sunderland, Whitby, Guisborough, Stockton, and Darlington.

Printed Particulars and Conditions of Sale, with a Plan of the Estate, will shortly be ready, and may be had, with any further information, on application to

Mr. JOHN WILKINSON,

Hull, May 1844. Solicitor, Hull.

In Bankruptcy.—Valuable Stock of Gold and Silver Watches.

HENRY MURRELL (son of the late Mr. Wm. Murrell) will SELL by AUCTION, on the Premises, No. 11, St. John's-square, Clerkenwell, on Wednesday, June 5, at Twelve, by order of the Assignees of Mr. Bird, the excellent STOCK of fashionable GOLD and SILVER LEVER and other WATCHES, well finished, hunting ditto, marine chronometer, quantity of unfinished best lever and other movements, gold and silver cases, watch glasses, dials, &c.; also the house and trade fixtures.

May be viewed the day preceding and morning of sale. Catalogues had on the premises, and of the Auctioneer, 41, Threadneedle-street.

Sales by Auction.

Law Library of the late Benjamin Heywood Bright, esq.

MESSRS. S. LEIGH SOTHEBY and Co. auctioneers of Literary Property and Works illustrative of the Fine Arts, will SELL by AUCTION, at their House, 3, Wellington-street, Strand, on Monday, June 3, at 1 precisely, the LAW LIBRARY of the late Benjamin Heywood Bright, esq.; including a set of the Statutes at Large, by Ruffhead, the various Term Reports, and some early printed Law, &c.

May be viewed on Saturday preceding the Sale, and Catalogues had.

LEICESTERSHIRE.

Desirable Investment.—Freehold Land and Houses at Barlestone, in the parish of Market Bosworth, in the county of Leicester.

MR. HOLLIER will SELL by AUCTION, at the Dixie Arms Inn, Market Bosworth, on Friday, June 14, 1844, at Four o'clock in the afternoon, in One Lot, or in such other Lots as may be determined upon at the time of sale, and subject to such conditions as shall be then produced, all that handsome and commodious MESSUAGE or DWELLING-HOUSE and WAREHOUSE adjoining, with the Farm-yard, Carriage-house, Barns, Stables, and Buildings, together with the Croft, Gardens, and other conveniences thereunto belonging, situate in Barlestone, in the county of Leicester; and all those several Closes or Parcels of Arable, Meadow, and Pasture Land, at Barlestone aforesaid, containing altogether about Fifty Acres, the whole in the occupation of Mr. H. Everett, as tenant, viz.:—

	A.	R.	P.
House, Buildings, Gardens, and Croft ..	1	2	0
The Home Meadow, or Meadow under the Town	7	1	32
The Parcel Close	4	1	25
The Parcel Meadow	3	3	20
The Beanhill Close	6	1	22
The Near Thrussel	5	1	16
The Far Thrussel	4	2	23
The Thrussel Meadow	5	0	34
The Big Osbaston Close	8	1	32
The Little Osbaston Close	3	0	6
Total	50	1	10

Also, all those FIVE COTTAGES, situate in the village of Barlestone aforesaid, with the gardens and other conveniences thereunto respectively belonging, and let to respectable tenants, for rents amounting in the whole to 25*l.* per annum.

The whole of the property is freehold of inheritance. The land is of a very first-rate description. The house and premises are well adapted for the residence of a respectable family, who would be entitled to the privileges of the Market Bosworth Free Grammar School, distant only two miles, and which will shortly become of greater importance to the inhabitants of Barlestone, in consequence of the governors being about to establish a branch school in that place. There are, belonging to this school at the present time, four scholarships, at Emmanuel College, Cambridge; also four Exhibitions of the annual value of 80*l.* each, open to both the Universities; besides two fellowships, to which are attached four very valuable livings. There is a comfortable family pew belonging to the house in the village church. A modus of sevenpence three farthings per acre, in lieu of all tithes, for the township of Barlestone, is payable to the rector of Bosworth. Barlestone is situate in the centre of the Atherstone Hunt, and within reach of several other packs of foxhounds. It is distant from Hinckley eight miles, Leicester twelve miles, Atherstone ten miles, Ashby de la Zouch nine miles, and Market Bosworth two miles.

The tenants will shew the property; and for further particulars apply to Mr. SILLS, Twycross; or to Mr. ROBERT SILLS, Solicitor, Ashby de la Zouch.

N.B.—This advertisement will not appear again.

30th May, 1844.

WARWICKSHIRE.

Highly valuable Freehold Estate, adjoining the Turnpike-road from Coventry to Lutterworth.

TO be SOLD by AUCTION, by Mr. W. B. MARGETTS, at the Craven Arms Hotel, in the city of Coventry, on FRIDAY, the 14th day of June instant, at Four o'clock in the afternoon, under Conditions of Sale then and there to be produced,—all that singularly eligible FREEHOLD FARM, comprising 48a. 1r. 27p. of rich ARABLE, MEADOW, and PASTURE LAND (the arable mostly a fine Turnip and Barley soil), in a good state of cultivation, lying in a ring fence, and conveniently divided into nine closes, well fenced and watered, the hedge-rows planted with thriving timber, together with a roomy FARM HOUSE, capable at a small outlay of being rendered suitable for the residence of a genteel family; well-planted orchard, good garden, the usual requisite agricultural buildings, and other appurtenances thereto belonging, situated at Stretashton, in the parish of Kirby and Stretton, in the county of Warwick, in the occupation of Mr. Thomas Hurley, and for many years most respectably tenanted and well cultivated by Mr. Thomas Smith, lately deceased.

To any party desirous of a country residence, with an amusing and profitable occupancy of about fifty acres of land, this estate affords most unusual advantages. The land is of first-rate quality, of easy cultivation, in good condition, immediately surrounded by the closely-preserved estates of the Honourable Earl of Denbigh and Sir Gray Skipwith, is within easy reach of several favourite fox-covers, has a considerable frontage to the turnpike-road at Stretashton, and is distant about five miles from the railway station at Rugby, consequently within the prescribed limits of the celebrated school of that town), six miles from Lutterworth, nine from Coventry, and it may be fairly observed, an estate of its extent, equally desirable as the present, either for investment or occupation, is very rarely to be met with.

Printed particulars will be duly circulated, and may be had at the Spread Eagle, Rugby, the principal Inns in Lutterworth and Coventry, at place of sale, or of the Solicitors or auctioneer.

To view, apply to Mr. Thomas Hurley, upon the premises; and for any further information to Messrs. TYNDALL and SONS, Solicitors, Little Charles-street, Birmingham; or to Mr. W. B. MARGETTS, High-street, Warwick, or at his Office, on Fridays, Broad-gate, Coventry.

Sales by Auction.

GLOUCESTERSHIRE.

FREEHOLD ESTATE in GLOUCESTERSHIRE.—For SALE by PRIVATE CONTRACT, a singularly desirable FARM, consisting of a dwelling-house, barns, with other useful buildings, and about forty-five acres of rich arable and pasture land, and orcharding, partly tithe free.

The above is situate in the parish of Wollaston, on the west bank of the river Severn, in a beautifully fertile district, and adjoins the high road from Chepstow to Lydney, being about six miles from the former town and three from the latter. The cities of Bristol and Gloucester are within a moderate distance.

Immediate possession can be given, and part of the purchase-money, if required, may be allowed to remain on mortgage.

Address, Mr. W. ROBERTS, Solicitor, Coleford, Gloucestershire.

NORFOLK.

MARSH-LAND FARM, in the parish of Terrington Saint Clement.—POSTPONEMENT of SALE from the 28th of May to the 18th of June.—DESIRABLE INVESTMENT, in the immediate neighbourhood of the flourishing Town and Port of King's Lynn.—To be SOLD by AUCTION, on Tuesday, the 18th day of June, 1844, by Mr. ROBINSON CRUSO, at the Globe Hotel, Lynn, at 4 o'clock in the afternoon, a most valuable ESTATE (which is likely to be considerably increased in value and extent, by the embankment of the extensive salt-marshes belonging to the parish), situate in the parish of Terrington Saint Clement aforesaid; comprising four Commonable Messuages, and upwards of 280 acres of rich, fertile Land, producing a clear rental of upwards of 500*l.* a year, which will be offered in twenty-four lots, as described in particulars of sale.

The Farms are in the respective occupations of Messrs. Henry Bates, Jonathan Herring, John Lawson, Samuel Stockdale, Robert Terrington, Edmund Humphreys, and George Taylor, and may be viewed on application to the tenants.

And full particulars may be obtained at the principal inns in the neighbourhood; of Messrs. ROY, BLUNT, and Co. Solicitors, Lothbury; Messrs. FINCH and NEATE, Solicitors, 57, Lincoln's-Inn-Fields; of C. G. H. St. PATRICK, Esq. Solicitor, Worcester; and of F. LANE, Esq. Solicitor, Lynn, at whose Offices plans of the estate may be seen.

New Publications.

Just Published,

TIME-TABLE CARDS, for the Use of CHAMBERS and OFFICES; comprising I. A Chancery Time-Table; II. A Common-Law Time-Table; III. A Bankruptcy Time-Table.

By FREELOVE HAMMOND, Esq. of the Inner Temple, Barrister-at-Law.

These Tables are printed on three cards, and shew at a glance the times fixed by the statutes, rules of court, &c. for the various notices and other proceedings in the above branches of the law, arranged for ready reference..

Price of the THREE TABLES, ONE SHILLING only. Printed by E. DIPPLE, 42, Holywell-street; and published at the Office of the LAW TIMES.

N.B. These Tables will be sent to any part of the country, postage free, to any person forwarding fourteen penny postage stamps for the same to the LAW TIMES Office.

Just published, Fcp. 8vo. cloth, 12s. 6d.

A MANUAL of MEDICAL JURISPRUDENCE and TOXICOLOGY.

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London: JOHN CHURCHILL, Princes-street, Soho.

This day is published, price 1s.

OBSERVATIONS on the SOCINIAN ENDOWMENT BILL, commonly called "The Dissenters' Chapels Bill;" addressed to the Right Hon. Sir Robert Peel, bart. M.P. with a copy of the Bill prefixed.

By GEORGE ROCHFORT CLARKE, Esq. M.A. of the Inner Temple.

London: published by W. BENNING and Co. 43, Fleet-street, Law Booksellers; and sold by HATCHARD, Piccadilly; and SEELEY, Fleet-street.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 1st day of June, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 62.] SATURDAY, JUNE 8, 1844.

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Money to Lend.

MONEY.—£12,000 in One Sum, or Two Sums of £6,000, will be ready, in the month of October next, to be advanced on approved Landed Security. Apply by letter, prepaid, to THOMAS GRANT, Esq. Solicitor, Louth, Lincolnshire.

Situations Wanted.

LAW.—Wanted, by a young man, a SITUATION as CLERK in an attorney's office in Town. He can abstract title-deeds, draw conveyances, understands common law, and can make himself generally useful, having been in offices of extensive practice for several years. References given as to character. Salary moderate.

LAW.—To COUNTRY SOLICITORS.—The Advertiser, who is well educated, and of good address, offers his services in ASSISTING the PRINCIPAL, or MANAGING under his superintendence.

Can produce testimonials from most respectable offices; has been accustomed to conduct general business (including sessions and assize matters) in the occasional absence of the Principal; has attended to the accounts, drawn the drafts, &c.

Address (pre-paid) Mr. J. R. TAYLOR, Law Stationer, 54, Chancery-lane, London.

Situation Vacant.

WANTED immediately, in an Office in a manufacturing Town in a Midland County, a [illegible] to undertake (under the superintendence of the [illegible]) the Conveyancing and general business of a Country Office, and to be competent to make out Bills of Costs. The applicant must be twenty-six years of age, not under Articles, and must produce the fullest testimonials as to character, ability, and industry.

Apply by letter, p.p., addressed to A. B., at Mr. Thomas Helps's, 12, Furnival's-inn, London.

LAW.—A Lady residing in one of the Midland Counties, and conducting a genteel Preparatory Establishment for the Education of Young Gentlemen from Five to Eleven years of age, wishes to article her Son to an Attorney, and in exchange would take one or more Boys to board and educate, as might be agreed upon. References of the highest respectability will be given and expected.

Address O. P. Post-office, Daventry.

Practice for Sale.

LAW.—TO BE SOLD, an increasing GENERAL PRACTICE, in a very respectable market town and an agricultural district. Profits upwards of 400l. a year. Satisfactory reasons will be given. An active assiduous young gentleman, accustomed to country practice, especially one having a command of capital, would find this a very desirable opportunity.

Apply, by letter, prepaid, to B. K. to be left at No. 45, Southampton-buildings.

TO THE LEGAL PROFESSION.—F. HUGHES and Co. beg to thank the gentlemen who have honoured them with their patronage, and to inform others that the PATENT ELASTIC or ALBERT CRAVAT, which has been so much extolled, is not made like any common stock, but of a beautiful light elastic form (which will last for years). It fits the inferior maxilla or lower jaw, and the clavicle or collar bone, so that the head may move in any direction without the cravat even touching or pressing the throat,—a desideratum never before obtainable.

F. HUGHES and Co. Patentees and Anatomical Mechanicians, 247, High Holborn.

Reversion for Sale.

REVERSION to 7,046l. 2s. 10d. New 3½ per Cent. Annuities.—Mr. GIBBONS will SELL by AUCTION, at Garraway's Coffee-house, Change-alley, Cornhill, on Thursday, June 27th, at One o'clock precisely, by order of the Assignees of an Insolvent Debtor, the Reversion to 7,046l. 2s. 10d. New 3½ per Cent. Annuities, transferable on the death of the Insolvent, aged 46 years last birth-day, provided his wife, aged 50 in September next, dies in his life-time without issue, and standing in the names of responsible Trustees of the highest respectability.

Particulars, with conditions, may be had at Garraway's; of Mr. MAWE, Solicitor, 4, New Bridge-street, Blackfriars; of Mr. W. LATHAM, Solicitor, Melton Mowbray, Leicestershire; and of Mr. GIBBONS, Old Cavendish-street, Cavendish-square.

Presentation for Sale.

CHURCH PREFERMENT. — TO BE SOLD, the NEXT PRESENTATION to a desirable Rectory, situate within twenty miles of Oxford, and about eight miles from a station on the Birmingham Railway, producing at the commutation of tithes 290l. per annum, independent of surplice fees. There is a good Rectory House, Garden, Coach-house, Stabling, and all conveniences, and any quantity of Land may be had at its current value. The Incumbent is over seventy years of age. Population under 200. One duty in the week.

For further particulars inquire of Mr. GIBBONS, 20, Old Cavendish-street, Cavendish-square.

Partnership Wanted.

MEDICAL PRACTICE.—A Gentleman, who has a good and respectable country practice of upwards of 20 years' standing, wishes to take as PARTNER a fully qualified person.

An adequate premium will be expected. The above affords an opportunity seldom to be met with for a young man of steady and persevering habits obtaining a share in an improveable practice.

For particulars apply to Mr. LOVEDAY, Solicitor, Warwick, or on Tuesdays at his office, Minden.

Legal Notices.

WARWICKSHIRE MIDSUMMER SESSIONS.—NOTICE IS HEREBY GIVEN, that the next GENERAL QUARTER SESSIONS of the PEACE for the Warwick Division of the county of Warwick, will be held at the County Hall, in Warwick, on MONDAY the first day of July next, at eleven o'clock in the morning, and at twelve o'clock all business relating to the assessment, application, and management of the county stock and rate will commence. At two o'clock the trial of prisoners will commence in the Second Court, and will be proceeded with in both Courts as soon as the county business is disposed of.

On Tuesday, the second day of July, at ten o'clock in the morning, Appeals will be heard, previous to which hour all Appeals and Traverses must be entered with the Clerk of the Peace at Warwick.

And NOTICE IS HEREBY FURTHER GIVEN, that the said Quarter Sessions will be held by adjournment for the Coventry Division of the said County, at the Court House in Coventry, on Wednesday, the third day of July, at twelve o'clock at noon, when the trial of prisoners will be proceeded with in both Courts. The trial of Appeals and Traverses will commence on Thursday, the fourth day of July, at ten o'clock in the morning, previous to which hour all Appeals and Traverses must be entered with the Clerk of the Peace, at Coventry.

W. O. HUNT, Clerk of the Peace.

Stratford-upon-Avon, June 6, 1844.

JOHN HOLLAND, deceased.—I hereby give Notice, that, by an order made by the High Court of Chancery, on the 19th day of March, 1844, in a cause of "Hughes v. Lipscombe," I, the undersigned, John Rogerson, was duly appointed receiver to collect and get in the debts, rents, profits, and outstanding personal estate of John Holland, late of Clifton-upon-Teme, in the county of Worcester, miller, deceased; and I do hereby, in compliance with such order, require the tenants of the said John Holland, and all persons indebted to his estate, to pay their rents and debts to me on or before the 15th day of June, 1844.

JOHN ROGERSON, Solicitor, 24, Norfolk-street, Strand, London.

TO be PEREMPTORILY SOLD, pursuant to a Decree of the High Court of Chancery, made in a cause "Forster v. Smith," with the approbation of Sir William Herne, one of the Masters of the said Court, at the house of Mr. Scarborough, the Scarborough's Hotel, in Leeds, in the county of York, on Tuesday, the 25th day of June, 1844, at five o'clock in the afternoon: valuable FREEHOLD ESTATES, situate at Headingly, in the county of York, and at Fawley, in Leeds, in the same county, late the property of Benjamin Smith, deceased.

Printed particulars and conditions of sale may be had (gratis) at the chambers of the said Master, in Southampton-buildings, Chancery-lane, London; of Messrs. SUDLOW, SONS, and TORR, of Chancery-lane, aforesaid; of Mr. BENTLEY, Solicitor, Cloisters, Temple; Mr. WORMALD, Solicitor, Gray's-inn, London; also of Mr. CHARLES NAYLER, Mr. BOOTH, and Messrs. BARR, LOFTUS, and NELSON, Solicitors, Leeds; of Mr. ROBINSON, Solicitor, Blackburn, Lancashire; and of Mr. WHALLEY, the Auctioneer, at his offices, Mill-hill, Leeds, and at the place of sale.

SUDLOW, SONS, and TORR, Chancery-lane, Plaintiff's Agents.

June 6, 1844.

TO LEGAL AUTHORS—Mr. CROCKFORD, Publisher of the LAW TIMES, can offer unusual facilities for the publication of Legal Works, the Copyright of which the Author may wish to keep in his own hands.

TO SOLICITORS, CHEMISTS AND DRUGGISTS, LINEN DRAPERS, and Others.—To be LET, a capital DWELLING-HOUSE, with large Garden, Stable, and Out-offices, situate in Broad-street, Reading, Berks. The premises are also well adapted for solicitors' offices, which business was carried on in them for several years.

For particulars apply to Mrs. SARAH SMITH, 23, Upper Ebury-street, Pimlico; or to Messrs. ALLAWAY and DAVIS, Upholsterers, &c. Minster-street, Reading.

Sales by Auction.

NORTH-RIDING OF YORKSHIRE.

TO CAPITALISTS.—INVESTMENT for TRUST MONEYS.—To be SOLD by AUCTION, altogether, or in lots, at the Black Swan Hotel, York, on Saturday, the 13th day of July, 1844, at Twelve o'clock at noon, the very valuable FREEHOLD MANOR and ESTATE of EASINGTON and BOWLBY, with the GRINKLE PARK MANSION and ESTATE, and divers FARMS, constituting the greater part of the parish of Easington, in the North-Riding of Yorkshire, between Whitby and Guisborough, lying within a ring fence, and comprising altogether 2660 acres (more or less).

The Estate abounds with game, a trout-stream runs through its whole length, and two packs of hounds hunt in the neighbourhood; it is finely timbered, and the sea bounds it at its northern extremity. A daily post is within two miles of the Mansion. Coaches pass twice a day to and from Sunderland, Whitby, Guisborough, Stockton, and Darlington.

Printed Particulars and Conditions of Sale, with a Plan of the Estate, will shortly be ready, and may be had, with any further information, on application to

Mr. JOHN WILKINSON, Solicitor, Hull.

Hull, May 1844.

NORFOLK.

MARSH-LAND FARM, in the parish of Terrington Saint Clement.—POSTPONEMENT of SALE from the 28th of May to the 18th of June.—DESIRABLE INVESTMENT, in the immediate neighbourhood of the flourishing Town and Port of King's Lynn.—To be SOLD by AUCTION, on Tuesday, the 18th day of June, 1844, by Mr. ROBINSON CRUSO, at the Globe Hotel, Lynn, at 4 o'clock in the afternoon, a most valuable ESTATE (which is likely to be considerably increased in value and extent, by the embankment of the extensive salt-marshes belonging to the parish), situate in the parish of Terrington Saint Clement aforesaid; comprising four Commonable Messuages, and upwards of 280 acres of rich, fertile Land, producing a clear rental of upwards of 500l. a year, which will be offered in twenty-four lots, as described in particulars of sale.

The Farms are in the respective occupations of Messrs. Henry Bates, Jonathan Herring, John Lawson, Samuel Stockdale, Robert Terrington, Edmund Humphreys, and George Taylor, and may be viewed on application to the tenants.

And full particulars may be obtained at the principal inns in the neighbourhood; of Messrs. ROY, BLUNT, and Co. Solicitors, Lothbury; Messrs. FINCH and NEATE, Solicitors, 57, Lincoln's-Inn-Fields; of C. G. H. St. PATRICK, Esq. Solicitor, Worcester; and of F. LANE, Esq. Solicitor, Lynn, at whose Offices plans of the estate may be seen.

CAMBRIDGESHIRE.

VALUABLE LEASEHOLD FARM.—WENTWORTH, ISLE OF ELY, CAMBRIDGESHIRE.—ELLIOT SMITH and SON have received instructions to offer for sale by AUCTION, at the Lamb Inn, Ely, on Thursday, June 20, 1844, at Three o'clock in the afternoon,

The MANOR FARM, with excellent dwelling-house, double cottage and garden, and suitable agricultural buildings, and 166a. 1r. 5p. of productive arable and fine pasture land, lying contiguous to the Homestall, divided into convenient enclosures by excellent quickset fences, and to which there is a valuable right of feeding and depasturing sheep and cattle over Grunty Fen, containing upwards of 800 acres, upon which the farm abuts.

The above is held by lease from the Dean and Chapter of Ely, for a term of 21 years from Michaelmas last, and possession may be had at Old Michaelmas next.

Also, Four Freehold Cottages, in the village, with 0a. 3r. 18p. of pasture land.

Particulars and conditions of sale may be had 10 days prior to the sale, at the Manor Farm House; Crown Inn, St. Ives; also of Messrs. NEWTON and WOODROW, Land-agents; Messrs. BIGNOLD and FIELD, Solicitors, Norwich; and at the offices of the Auctioneers, Cambridge.

New Publications.

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No. X. for June 1st, contains—

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SCIENCE—
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NEW REPORTS.
On Saturday next,

REPORTS of MAGISTRATES' CASES in Easter Term, 1844, by ADAM BITTLESTON and J. C. SYMONS, Esqrs. Barristers-at-Law. Part I. price *Eighteenpence*, or stamped, for transmission by post, *Nineteenpence*.

To be followed by
REPORTS of the REGISTRATION APPEALS in the COMMON PLEAS. By EDWARD W. COX and H. TINDAL ATKINSON, Esqrs. Barristers-at-Law. Price *Eighteenpence*, or stamped, for transmission by post, *Nineteenpence*.

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REPORTS of PRACTICE CASES in all the Courts of Common Law in Trinity Term, 1844. By JAS. A. FOOT, T. W. SAUNDERS, J. B. ASPINALL, and H. T. ATKINSON, Esqrs. Barristers-at-Law. In Parts, at the same prices as above.

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CHOICE of a SERVANT.—DOMESTIC BAZAAR, 326, Oxford-street, corner of Regent's-circus, established 1830.—Families in want of good Servants will decidedly find their interest consulted by applying at the Bazaar, as domestics are waiting to be hired from ten to five, and to insure giving satisfaction, none but those of the best description are suffered to attend. The subscriber may select any servant likely to suit, who refers to the family with whom she last lived; and should inquiries not prove satisfactory, they may select others. This thoroughly straightforward method has been found to give universal satisfaction, and the farce of applying to tradespeople, and waiting an indefinite period, is therefore obviated, as at this establishment a respectable servant can be procured immediately. Fee for one servant, 2s. 6d.; for as many as may be required, 14s. per annum.

To be Let.

STOBERRY HOUSE, near WELLS, SOMERSET. — To be LET FURNISHED, from the 29th of September next, for a term of five years, or yearly, this excellent FAMILY RESIDENCE, one mile from Wells, with an entrance lodge, standing in the midst of a beautiful Park, containing 70 acres of land, commanding a most extensive and picturesque view. The house consists of a handsome entrance-hall, spacious dining and drawing-rooms, a library with a valuable collection of books, a gentleman's room, fourteen bed-rooms, and all necessary offices, coach-houses, and stabling for twelve horses, with servants' rooms over them, all in complete repair. Pleasure-grounds, shrubberies, orchard, and kitchen garden well stocked with fruit trees, and hot-house, and an excellent supply of water. A tenant may be accommodated with the whole or any portion of the Park. Also the exclusive right of sporting over upwards of 2,000 acres of land. A warren, containing near thirteen acres, may be rented at the option of the tenant. There is a pew in the parish church of St. Cuthbert's. Wells has a good market, and is twenty miles from Bath, and Bristol, and Bridgewater, with daily coach communication. A pack of fox-hounds is kept in the immediate neighbourhood.

To view the premises, and for further particulars, apply to Mr. WELSH, Solicitor, Wells.
June 4th, 1844.

For Sale.

RARE OPPORTUNITY.—For SALE, in a populous and wealthy district in the West of England, an old established IRON-FOUNDRY, SMITHY, and HARDWARE BUSINESS, wholesale and retail, yielding large profits, the present Proprietor retiring. It will be disposed of on terms very advantageous to the purchaser. The premises are extensive enough for any amount of business, and there is a wide field for an active man profitably to employ himself. The capital required will be from 2,000*l.* to 3,000*l.* only.

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DORSET.

DORSET, near the Coast.—Three miles from the proposed railway from Southampton to Dorchester; two miles from the proposed Bristol and English Channels Junction Railway.

For SALE, a delightfully situate VILLA RESIDENCE, situate on an eminence commanding a view of the English Channel, and an extent of fifty miles round, with about fourteen acres of ground planted and cultivated.

Tenure, freehold. Within two miles of a market town, and half a mile from a church.

For further particulars, and to view the estate, apply to Mr. WELSH, Solicitor, Poole.

PUBLIC NOTICE.—Her Majesty's Commissioners of Woods, Forests, and Land Revenues, having taken Mr. GRIMSTONE'S extensive premises in Broad Street, Mr. G. has, at a very considerable expense, prepared very commodious premises, 434, Oxford Street, at which place he earnestly solicits a continuance of the kind support with which he has been favoured by the nobility and public generally. Mr. Grimstone's commercial intercourse enables him to vend his foreign goods in the most genuine condition; and he pledges himself to continue the manufacture of every article in its pure and pristine state. Testimonials of undoubted authority from the highest characters, proving the efficacy of his EYE SNUFF, may be seen at the warehouse, as above, and in the third edition of his Almanack, 1843 and 1844.—GRIMSTONE'S EYE SNUFF, sold in canisters, 8d. 1s. 3d. 2s. 4d. 4s. 4d. 8s. and 15s. 6d. each.

To Wm. Grimstone, Esq. 434, Oxford Street.
26th Aug. 1843.

Sir,—I was a sufferer for seven years, both eyes having been so swollen as to cause blindness. Among the many medical gentlemen who attended me was the famous oculist, Dr. ALEXANDER; indeed, I do believe my case was *beyond all their skill.* "Physic, bleeding, blistering, with a seton, and all kinds of lotions, but no relief," till chancing one day being led by your house, 39, Broad Street, Bloomsbury, my guide inquired if I had tried your Eye Snuff, on which I purchased a 1s. 3d. canister, opened it in the shop, took some, and was greatly relieved before I reached my home. I can with truth assert, and make oath if required to do so, that it was your Eye Snuff cured me. Shall be happy to answer any inquiry. I continue to use it as frequently as other snuff.—(Third testimony to the above-named.)

I am, Sir, yours gratefully,
L. S. BREWER,
Dress Maker, 18, Silver Street,
late of 3, Edge Terrace, Kensington Gravel-pits.

36, Upper Stamford Street, Oct. 3, 1842.

Sir,—During my sedentary occupation as a literary man, I was subject to excruciating pains in the head, which frequently caused blindness for a time. I have taken your Eye Snuff for the last two years; and from my first using it, have been free from pain, and see without the use of glasses at this time.
G. W. M. REYNOLDS.

Any of the above sizes can be sent through the post, on receiving a cash order, postage included.

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The following are the names of gentlemen who favour the Law Times with the Reports:—

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HOUSE of LORDS by William Paterson, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by Richard Griffiths Welford, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by George Goldsmith, Esq., of the Middle Temple, Barrister-at-Law.

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ELECTION COMMITTEES by Edward W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by Edw. W. Cox, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by Wm. St. Leger Babington, LL.D., Barrister-at-Law.

N. B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Sales by Auction.

Southborough, between Tunbridge and Tunbridge Wells, and within the prescribed limits of the qualification of the munificent Endowments of Tunbridge Grammar School.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Auction Mart, on Friday, June 28, at Twelve, in four lots, a desirable FREEHOLD PROPERTY, for occupation or investment, consisting of Two Detached VILLA RESIDENCES, designed in the revived taste of rural architecture, with pleasure-gardens and suitable appurtenances. Also a convenient FAMILY HOUSE, spacious SHOP (having the advantage of the Post-office), and commodious premises, and a very productive orchard; the whole adjoining and most agreeably situate on the verge of the common, near the church at Southborough, about three miles from Tunbridge town and the Railway Station, and two from Tunbridge Wells; at present in the occupation of very respectable tenants, at rents amounting to about 180*l.* per annum. The situation of Southborough is singularly picturesque. The adjacent neighbourhood abounds with objects of historical interest. The vicinity is romantically undulated and richly wooded, and the intervening valleys of surpassing beauty.

May be viewed with permission of the tenants, and particulars had, fourteen days previous to the sale, at the Hand and Sceptre, Southborough; Rose and Crown, Tunbridge; the Calverley Hotel, Tunbridge Wells; of Messrs. CURRIE, WOODGATE, and WILLIAMS, Solicitors, Lincoln's-inn; at the Auction Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Periodical Sales of Reversions, Advowsons, Life Interest, Life Policies, Shares in Public Undertakings, &c. established in 1803.

MESSRS. SHUTTLEWORTH & SONS respectfully inform the public, that the classification of this species of property having proved to be extremely advantageous and economical to vendors, and equally satisfactory and convenient to purchasers, the PERIODICAL SALES of reversionary interests, policies of insurance, tontines, debentures, advowsons, next presentations, all securities dependent upon human life, shares in docks, canals, mines, railways, and all public undertakings, will be continued through the present year (1844), as follow:—Friday, July 5; Friday, August 2; Friday, September 6; Friday, October 4; Friday, November 1; and Friday, December 6. —28, Poultry, Jan. 1.

Suffolk.—Yoxford and Sibton, Suffolk.—Most desirable Freehold and great tithe-free Estate, capital Residence, Pleasure-grounds, Gardens, Park, and Farms; the whole upwards of 1,000 acres of capital Land, with an Advowson, and three extensive Manors.

MESSRS. FAREBROTHER, CLARK, and LYE are instructed by the Proprietor to offer for SALE by AUCTION, at Garraway's, on Wednesday, July 10, at 12 (unless an acceptable offer is previously made by private contract) a most desirable FREEHOLD and great tithe-free ESTATE, situate in the most beautiful part of the eastern division of the county of Suffolk, in the parishes of Yoxford and Sibton, and bounded by the high turnpike road, and distant about six miles from Saxmundham, and seven from Halesworth; consisting of a capital Mansion, upon a moderate scale, built within 15 years, of handsome elevation, with offices of every description, seated upon a pleasing eminence, surrounded by pleasure-grounds and park-like meadows, beautifully timbered, with walled gardens, with lake of water stored with fish, and encircled by several well-arranged farms, with superior farming residences and buildings; the whole estate lying within a ring-fence, and containing about 1,000 acres, in a high state of cultivation, and in the occupation (excepting the mansion and lands in hand) of tenants of the highest respectability.

Also the ADVOWSON of the parish of Sibton-with-Peasenhall, vicarage-house, and glebe land, and the Manors of Peasenhall, Badingham-hall, and Colston-hall, with tre quit-rents, amounting to 60*l.* per annum, and the average fines 150*l.* per annum. The situation of the property is highly beautiful, and the Estate abounds with game; the neighbourhood is most respectable and social, and the distance from London rendered easy by railway conveyance to Colchester.

Descriptive particulars with plans are preparing, and will be ready for delivery one month prior to the sale, when the mansion may be viewed with tickets, which, with particulars, may be obtained of Mr. GIRLING, Land Surveyor, Peasenhall; and the farms viewed by permission of the tenants; particulars also at the Rampant Horse, Norwich; Angel, Bury; the Golden Lion and White Horse Inns, Ipswich; Cups, Colchester; of Mr. W. H. DENNETT, Solicitor, Worthing; of Messrs. HODGSON, CONCANEN, and NOYES, Solicitors, Lincoln's-inn-fields; at Garraway's; and at Messrs. FAREBROTHER, CLARK, and LYE'S Offices, Lancaster-place, Strand, where tickets to view the mansion may be obtained.

Thirty-five Dwelling-houses desirable for occupation and investment; also a Free Public-house, and an Improved Net Rent-charge of 18*l.* per annum, the whole producing 767*l.* per annum.

MR. MOORE will SELL by AUCTION, at the Mart, on Wednesday, June 19, at Twelve, in 24 Lots, Thirty-one 6, 7, 8, and 11-roomed DWELLING-HOUSES, in Lucas-street, Commercial-road East. Term about 80 years, at peppercorn and low ground-rents, all in good repair, and admirably adapted for the occupation of captains, pilots, revenue-officers, and persons engaged in the city and docks. Also a free PUBLIC-HOUSE, known as "The Coopers' Arms," and Four DWELLING-HOUSES adjoining thereto, in Russell-street, Bermondsey, and an Improved Net Rent-charge of 18*l.* per annum, amply secured for 54 years on two houses in Bedford-street, Commercial-road.

May be viewed, and particulars had of Messrs. GIBSON and NICHOLS, 79, Lombard-street; of Mr. WOLSTON, Solicitor, 8, Furnival's-inn, Holborn; of Mr. HOWELL, Solicitor, 40, Ratcliff-highway; and at the Auctioneer's Offices, Mile-end-road.

Sales by Auction.

Church Living.—County of Salop.

MESSRS. WINSTANLEY have received instructions to SELL by AUCTION, at the Mart, on Thursday, June 20, the PERPETUAL ADVOWSON, with Next Presentation, to the Rectory of Sidbury, situate between Bridgenorth and Bewdley, about six miles from the former, and ten from the latter place. The income is 240*l.* per annum, arising from the tithes of about 1,240 acres, with a parsonage-house and 38 acres of glebe; the population about 100, the duty single, and the incumbent in his 71st year.

Printed particulars may be had of Mr. THOMAS RHODES, Solicitor, Davies-street, Grosvenor-square; of Mr. MICHAEL BICK, Park-hall, Bromsgrove; of the printers of the Oxford and Cambridge papers; of Messrs. WINSTANLEY, Paternoster-row; and at the Mart.

SOUTH WALES.

GLAMORGANSHIRE.—To be SOLD by AUCTION, by Mr. THOMAS COOKE, at the Cardiff Arms Inn, in the town of Cardiff, on Wednesday, the 10th day of July next, precisely at One o'clock in the afternoon,

Several valuable FREEHOLD ESTATES, situate in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystredowen, St. Andrew's, Coity, and Penmain, near Swansea, in the county of Glamorgan, containing in the whole 3300 acres, viz. an ESTATE, comprising upwards of 2000 acres of rich arable, meadow, and pasture land, extremely well adapted for turnip husbandry, now let in suitable farms, at low rents, adjoining the town of Lantrissent, and the ancient and picturesque castle of Hensol, the domain of which is surrounded by this estate. It is intersected with good roads, and adjoins the river Ely, which abounds in salmon and trout.

The estate is distant from Cardiff seven miles.

Also, an estate at Paviland, in the Parish of Penmain, near Swansea, comprising 300 acres of excellent arable and pasture land, adjoining the Bristol Channel.

Also, severable valuable estates, lying detached from the above, in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystredowen, St. Andrew, and Coity, in the county of Glamorgan, which will be divided into 25 suitable lots, varying from 1 to 200 acres.

The estates lie in the centre of the rich and fertile county of Glamorgan, which abounds in coal and ironstone, and a large portion of the estate is situate in the mineral basin of South Wales; coal-mines are in work in the immediate neighbourhood of the estate, near which runs the Taff Vale Railway and Glamorganshire canal.

The projected line of railway from Gloucester to Milford Haven will pass through the centre of the estate. The mineral portion of the estate is distant from Merthyr Tydvil ten miles, and from Newbridge two miles.

The sale of the above estates also offers an excellent opportunity to capitalists for the investment of money in a county where the modern improvements in agriculture are making rapid progress, and cannot fail in a few years greatly to enhance the value of land.

Full particulars and plans of the different lots may be obtained after the 1st day of June next, from Mr. EVAN DAVID, Fairwater, near Cardiff; at the Cardiff Arms, Mr. SAMUEL GINDERS, Ingestre, near Stafford; Messrs. KEEN and HAND, Solicitors, Stafford, or the Auctioneer, Hereford.

The different estates may be viewed on application to Mr. EVAN DAVID, Fairwater, near Cardiff.

LANCASHIRE.

TO BE SOLD by AUCTION, by Mr. JOHN BINNS, at the house of Mr. Henry Sagar, the King's Arms Inn, in Colne, in the county of Lancaster, on Thursday, the 13th day of June, 1844, at Five o'clock in the afternoon, if not sooner disposed of by private contract, subject to such conditions of sale as will be then and there produced, and in one or more lots, as shall be then declared, all those two valuable ESTATES, called "Spouthouse" and "Blackhow Laith," situate in the township of Barrowford, in the parish of Whalley, in the county of Lancaster, together with the Farm-houses, Outbuildings, Cottages, and Timber standing thereupon, containing in the whole 110a. 1r. 10p. statute measure, or thereabouts.

The Spouthouse Estate is in the occupation of Mr. John Horsfield, as tenant from year to year, and contains, including some small plantations, 62a. 2r. 36p. statute measure, or thereabouts. The farm-house, with two good barns and shippons, stable and other convenient outbuildings, and the cottages (eight in number), are in excellent condition, and the farm-house, formerly the mansion house of the estate, commands a beautiful prospect, and may be easily reconverted into a superior and desirable residence.

The Blackhow Laith Estate is in the occupation of Mr. Thomas Towler, as yearly tenant, and contains, including plantations, 47a. 2r. 14p. statute measure, or thereabouts. The farm-house and outbuildings are in good repair. Both the estates are pleasantly wooded, well drained, and in a high state of cultivation, a great part of the land being naturally of excellent quality; they lie on the slope of a hill, looking towards the south-west, and commanding beautiful views of the Pendle hills, and the deep and richly-wooded valley of Pendle Water.

A valuable brook, the Blackhow Foot Water, runs through part of both estates, and a most abundant and never-failing spring of excellent water rises close to the buildings on the Spouthouse estate.

The turnpike-road from Burnley to Gisburn runs through the estates close to the farm-houses; the ancient and pretty village of Barrowford lies within about a mile. Colne is distant about three miles, and Burnley seven miles.

The estates are copyhold of inheritance, held of the Manor of Ightenhill, and are subject to a rent or rents of 14s. 4d.

A considerable part of the purchase-money may remain on mortgage, if desired.

Mr. John Horsfield, on the premises, will shew the property, and for further particulars apply to Mr. William Ecroyd, Lomeshaye, Little Marsden; to William Nield, esq. Mayfield, Manchester; to the Auctioneer; and to BARLOW and ASTON, Solicitors, 1, Town Hall-buildings, Cross-street, Manchester.

Sales by Auction.

DORSET.

HILLFIELD, DORSET.—FREEHOLD ESTATE for Sale.—To be SOLD by AUCTION, by Mr. PERCY, at the King's Arms Inn, Dorchester, on Saturday the 6th of July next, at 5 o'clock in the afternoon, in one lot, a highly improvable and desirable FARM and ESTATE, called HILLFIELD, situate in the parish of Hillfield, Dorset; comprising a substantial farm-house, yard, barn, stables, waggon-houses, and other convenient outbuildings. Also, a dairy-house, cottages, two thriving orchards, and divers closes and pieces of arable, meadow, pasture, and coppice land, containing together, by statute admeasurement, 349a. 1r. 20p. more or less, in the occupation of Mr. John Bird, as tenant thereof.

The Estate is bounded by the lands of John White, Esq. Charles Cosens, Esq. Mr. John Stone, Mr. John Deering, Thomas Cockram, Esq. and Mr. William Dunning.

The great tithes are commuted at 22*l.* a year, and the vicarial tithes are covered by an annual customary payment of 2*l.* 5s. 9d. Hillfield is distant from Sherborne 8 miles, from Cerne Abbas, 4 miles, from Dorchester 12 miles, and from Maiden Newton 7 miles.

The Estate lies in the centre of Mr. Farquharson's and Mr. Drax's Hunts, is well watered and timbered, and the whole of the premises are in good repair.

To proprietors of adjoining Estates and to Capitalists, this property will prove a very desirable acquisition and investment.

To view the Estate apply to Mr. JOHN BIRD, at the Farm-house, and for particulars of the same, and other information, to Mr. PERCY, Auctioneer, Sherborne; or Messrs. W. & J. SPARKS, Solicitors, Crewkerne, who have various sums of money ready to be advanced on approved security.

Dated, Crewkerne, 25th May, 1844.

WILTSHIRE.

CORSHAM, WILTS.—Desirable for Investment or Occupation.—Messrs. GILLER and SON respectfully announce they are instructed by the trustees of the will of the late Mr. William Hulbert, to submit to PUBLIC COMPETITION, at the Methuen Arms Inn, Corsham, on Tuesday, the 25th of June, 1844, at three o'clock in the afternoon, in one lot (subject to such conditions as will then be produced),

All that most desirable and compact property (with the freehold rectorial rent-charge on the same) known as the LYPIATT ESTATE, comprising a convenient Farm-house, suitable agricultural buildings, and about 209 acres of land, of which 145 acres are pasture of a superior quality for the dairy or grazing, and the residue arable; the whole in good cultivation, and occupied by Mr. John Hulbert, as yearly tenant.

This very eligible estate, intersected by no other property, and approached by good roads, is distant from the pleasant town of Corsham only one mile, from Devizes, eleven miles, from Chippenham (where a monthly cattle and cheese-market is held), five miles, and from the city of Bath, ten miles. The Great Western Railway adjoins the north-east boundary of the estate, the Corsham Station being within ten minutes' walk of the farm-house. Several packs of hounds hunt the immediate neighbourhood. The tenure is copyhold of inheritance (equal to freehold), and the parochial payments are very moderate.

Application to view the estate to be made to Mr. John Hulbert, the tenant, and for further particulars (if by letter, pre-paid) to Messrs. GOLDNEY and FELLOWES, Solicitors, Chippenham; Mr. WILLIAM HULBERT, Solicitor, East Ilsley, Berks; and to Mr. THOMAS HULBERT, Solicitor, and the Auctioneers, Corsham; of all of whom, ten days previous to the day of sale, lithographed plans and printed particulars of the property may be had, and at the principal inns in the neighbourhood.

Stratford, Essex.—Freehold House and Shop.

MESSRS. HUMPHREYS and WALLEN have received instructions from the executors of the late Mr. Lancaster to SELL by AUCTION, at the Mart, on Thursday, June 13, at Twelve o'clock, a FREEHOLD HOUSE, eligible for occupation or investment, being situated in the best part of Stratford Broadway. A profitable linendraper's business has been for many years carried on therein, which business may be continued by the purchaser; or if the property be bought for investment, a tenant may be immediately secured on satisfactory terms.

To be viewed till the sale, and particulars had on the Premises; of JOHN OTWAY, Esq. Solicitor, Stratford Grove; at the Mart; and at Messrs. HUMPHREYS and WALLEN'S Offices, 69, Old Broad-street.

Sale of Books.

LAW BOOKS.—Mr. HODGSON will SELL by AUCTION, at his Great Room, 192, Fleet-street (corner of Chancery-lane), on Tuesday next, June 11, at half-past twelve, Valuable LAW BOOKS, the libraries of two respectable solicitors retired from the Profession, including a fine set of Ruffhead's Statutes at Large, from Magna Charta to 6 & 7 Victoria, series of the Reports in Law and Equity complete to the present time, and modern Treatises and Books of Practice.

To be viewed, and catalogues had.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 8th day of June, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 63.] SATURDAY, JUNE 15, 1844.

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Money to Lend.

MONEY.—6,000*l.*, 4,000*l.* and several smaller sums at 4*l.* per cent. interest, and 2,000*l.* at Three-and-a-Half per Cent. ready to be advanced on mortgage of approved freehold or copyhold estates.

Apply to Mr. W. P. PILLANS, Solicitor, Swaffham, Norfolk.

Money Wanted.

MONEY.—FIVE THOUSAND POUNDS WANTED.—A Clergyman, having an Annual Income of Fourteen Hundred Pounds arising from his Church Property, desires to Borrow, on the Security of his Living, and also on his Bond and Warrant of Attorney, the sum of Five Thousand Pounds, and will grant an Annuity at Six per Cent. Interest, besides the premium of Insurance on his Life. Nothing can be more respectable or eligible than this business.

Apply by letter (pre-paid), or personally, to Messrs. BRUNTON and WHITING, Solicitors to the Clerical Registry, No. 11, New Inn, Wych-street, Strand.

MONEY.—WANTED, by a Beneficed Clergyman, who has a living of the value of 1,000*l.* per annum, the sum of ONE THOUSAND POUNDS, at Five per cent. He will give a surety for the payment of the principal and interest, as also for the payment of the premium on an existing policy of 1,000*l.* and will make an assignment thereof. The parties are of the highest respectability, and the living is not encumbered, nor are the Clergyman or his surety in debt. The very highest references will be given.

Apply to Messrs. BRUNTON and WHITING (Solicitors to the Clerical Registry), No. 11, New Inn, Wych-street, Strand.

MONEY.—WANTED, by a Clergyman, a sum of TWO HUNDRED POUNDS, at Six per cent interest, and he will likewise insure his life, and pay the premium for insuring in double the amount borrowed, and repay the principal in eight half-yearly instalments of 25*l.* and he will be joined in the securities by a very respectable Surety; but he will not borrow the money of any public Company, but only of a private individual.

Principals or their Solicitors may address Messrs. BRUNTON and WHITING (Solicitors to the Clerical Registry), No. 11, New Inn, Wych-street, Strand.

MONEY. — WANTED by a Beneficed Clergyman, of great respectability, the sum of TWO HUNDRED POUNDS for two years, to be repaid in four equal instalments. He will insure his life, and give a warrant of attorney, but will not ask his friends to become sureties.

Address, Messrs. BRUNTON and WHITING (Solicitors to the Clerical Registry) No. 11, New-inn, Wych-street, Strand.

MONEY.—WANTED, by a Beneficed Clergyman, the sum of FIVE HUNDRED POUNDS, to secure the repayment of which, and interest, as well as insurance, the borrower will give the personal security of himself and two highly-respectable sureties. None but Principals or their Solicitors will be treated with.

Address to Messrs. BRUNTON and WHITING (Solicitors to the Clerical Registry), No. 11, New Inn, Wych-street, Strand.

Situations Wanted.

LAW.—A GENTLEMAN, recently admitted, who served his Articles in the Country, was subsequently under a Conveyancing Barrister in London for twelve months, and since in the office of his Principals, town agents, is desirous to be admitted into a respectable London Office, where there is a good general practice, which he would be enabled to see and take a part in. The object of the Advertiser being to increase his knowledge, he would, for a certain time (at least six months), give his services gratuitously.

Unexceptionable references will be given.

Address, C. C. at Mr. SMITH'S, Law Stationer, 2, Carey-street, Lincoln's-Inn.

LAW.—Wanted, by a Young Man, 23 years of age, a SITUATION as CLERK in a respectable Solicitor's office in Town or Country. The Advertiser understanding the routine of an Office, would make himself generally useful. References as to character, &c, will be given, and Security, if required.

Address, B. A. to the care of the Editor of this paper.

TO SOLICITORS.—Messrs. LEWIS and GRAND, of 40, Coleman-street, London, Accountants of long experience under the two Acts of Parliament for Relief of Insolvent Debtors, undertake to PREPARE the SCHEDULES and OTHER DOCUMENTS for Solicitors who are unacquainted with the practice thereof, upon moderate terms.

N.B.—Bankrupts' Balance Sheets prepared.

Legal Notices.

BOROUGH of KINGSTON-UPON-HULL.—NOTICE IS HEREBY GIVEN, that the GENERAL QUARTER SESSIONS of the PEACE for the Borough of Kingston-upon-Hull, for the trial of Prisoners committed and held to bail on charges of felony and misdemeanour, will be holden at the Town Hall in the said Borough, on WEDNESDAY, the 26th day of June next, at Ten o'clock in the forenoon, when and where all persons bound by recognizances, and others having business at the said Sessions (except as hereinafter next mentioned), are requested to attend; and in all cases where the parties accused are OUT ON BAIL, the Prosecutors and Witnesses must be in readiness to attend the Grand Jury at Ten o'clock on THURSDAY morning, the second day of the Sessions.

AND NOTICE IS HEREBY ALSO GIVEN, that all Appeals must be entered with the Clerk of the Peace before the sitting of the Court on the 26th day of June next; and the hearing of Appeals and Motions will be taken at Nine o'clock in the morning on the Saturday following (if the Criminal business should then have terminated; if not, immediately after the termination thereof); and Solicitors are requested to take notice that, in Appeals against Removal Orders, copies of the Notice and Grounds of Appeal and Examination of the Pauper must be filed along with the Removal Order.

J. H. GALLOWAY, Clerk of the Peace.

Office of Clerk of the Peace, Kingston-upon-Hull,
May 29, 1844.

MIDSUMMER SESSIONS.

WEST-RIDING OF YORKSHIRE.—NOTICE IS HEREBY GIVEN, that the MIDSUMMER GENERAL QUARTER SESSIONS of the PEACE for the West Riding of the county of York, will be opened at SKIPTON, on TUESDAY, the 2nd day of July next, at Ten o'clock in the forenoon; and by adjournment from thence will be holden at BRADFORD, on WEDNESDAY, the 3rd day of the same month of July, at Ten of the clock in the forenoon; and also, by further adjournment from thence, will be holden at ROTHERHAM, on MONDAY, the 8th day of the same month of July, at Eleven of the clock in the forenoon, when all jurors, suitors, persons bound by recognisance, and others having business at the said several Sessions, are required to attend the Court on the several days, and at the several hours above mentioned.

Solicitors are required to take notice, that the order of removal, copies of the notice of appeal, and examination of the pauper, are required to be filed with the Clerk of the Peace on the entry of the appeal; and that no appeals against removal orders can be heard unless the Chairman is also furnished by the appellants with a copy of the order of removal, of the notice of chargeability, of the examination of the pauper, and of the notice and grounds of appeal.

C. H. ELSLEY, Clerk of the Peace.

Clerk of the Peace's Office, Wakefield,
June 10, 1844.

LEEDS BOROUGH SESSIONS.—NOTICE IS HEREBY GIVEN that the next GENERAL QUARTER SESSIONS of the PEACE for the borough of Leeds, in the county of York, will be holden before Thomas Flower Ellis, esq. Recorder of the said borough, at the Court House, in Leeds, on WEDNESDAY, the twenty-sixth day of June, instant, at two o'clock in the afternoon, at which time and place all jurors, constables, police officers, prosecutors, witnesses, persons bound by recognizances, and others having business at the said Sessions are required to attend.

AND NOTICE IS HEREBY ALSO GIVEN, that all appeals and proceedings under the Highway Act not previously disposed of will be heard at the opening of the Court, on FRIDAY, the twenty-eighth day of June, instant, provided all cases of felony and misdemeanor shall then have been disposed of, or otherwise, as soon as the criminal business at the Sessions shall be concluded.

By order,
JAMES RICHARDSON,
Clerk of the Peace for the said borough.

Leeds, June 7, 1844.

Partnership Wanted.

MEDICAL PRACTICE.—A Gentleman, who has a good and respectable country practice of upwards of 20 years' standing, wishes to take as PARTNER a fully qualified person.

An adequate premium will be expected. The above affords an opportunity seldom to be met with for a young man of steady and persevering habits obtaining a share in an improveable practice.

For particulars apply to Mr. LOVEDAY, Solicitor, Warwick, or on Tuesdays at his office, Meriden.

JUSTICES' CLERKS SOCIETY.—The next Half-yearly General Meeting of the Society is appointed to be held at the Law Institution, Chancery-lane, London, on Thursday, the 20th inst. at Two o'clock in the afternoon precisely, and it is proposed that the members do dine together at the Ship Tavern, in Greenwich, on that day, at Six o'clock punctually.

By order,
CHARLES AUGUSTIN SMITH,
Secretary.

CHAMBERS WANTED in the TEMPLE by a Barrister, to consist of two or more rooms unfurnished.

Address, prepaid, to X. Y. Z. 10, Glo'ster-terrace, Old Brompton.

TO LEGAL AUTHORS.—Mr. CROCKFORD, Publisher of the LAW TIMES, can offer unusual facilities for the Publication of Legal Works, the Copyright of which the Author may wish to keep in his own hands.

TO LAW STUDENTS.—Board and Residence may be had in the house of a Solicitor, residing in the immediate neighbourhood of Russell-square, with the exclusive use of a Study. Respectable references will be given and required.

For address apply to Mr. SPETTIGUE, Law Bookseller, 67, Chancery-lane.

TO SOLICITORS, &c.—Mr. W. H. SIMPSON, AUCTIONEER and SURVEYOR, having succeeded to the business of the late J.A. CREATON (established 1785), begs to announce that he has completely revised, and very considerably REDUCED the scale of CHARGES usually adopted on SALES by AUCTION, and trusts by a strict regard to economy and constant devotion to the interests of those who may honour him with their patronage, to ensure a continuance of their support.

CITY AUCTION and ESTATE OFFICES, 56, Great Tower-street.

TO PRINTERS and Others.—To be DISPOSED OF, a SHARE in a WEEKLY PUBLICATION, well established, and firmly supported. This share, which brings in 75*l.* per annum, would be a very good investment for any party seeking a handsome return for a small sum of money.

Communications (post paid) to G. S. 42, Gloucester-place, Kentish-town.

CLEAR £4 per CENT.—Land Investment.—To be SOLD, a FREEHOLD HOMESTALL, in good repair, and about 112 acres of excellent Arable and Pasture Land, all freehold, except about 18 acres, which are copyhold, let (low) for six years to come to unexceptionable tenants. The property is situate in the centre of four good corn markets, and within four miles of the proposed railway station at Newport, Essex.

Address to Mr. THURGOOD and SON, Saffron Walden.

RARE OPPORTUNITY.—For SALE, in a populous and wealthy district in the West of England, an old established IRON-FOUNDRY, SMITHY, and HARDWARE BUSINESS, wholesale and retail, yielding large profits, the present Proprietor retiring. It will be disposed of on terms very advantageous to the purchaser. The premises are extensive enough for any amount of business, and there is a wide field for an active man profitably to employ himself. The capital required will be from 2,000*l.* to 3,000*l.* only.

For further particulars apply to C. C. W. LAW TIMES Office.

WANTED TO EXCHANGE, a RECTORY and VICARAGE, in the county and diocese of Kildare, Ireland, situate twenty-one miles from Dublin. It consists of a comfortable house, stated range of offices, and a good garden, together with thirty acres of glebe Land, and the unlimited right of sheep pasturage over 5,000 acres of the Curragh of Kildare, which is close to the gate. Rent-charge, 143*l.* 16*s.* 11*d.* paid punctually half-yearly. Would be exchanged for an equivalent in England. Duty very light—one service in the church every Sunday. Parish four miles and a half in circumference, and two in diameter. In the gift of the Crown. To an incumbent having capital, the profit from the unlimited right of sheep pasturage on the Curragh is incalculable. Within three hours' drive of Dublin, and surrounded by four good market towns. A railway now about to commence will bring the glebe house within one hour's drive of Dublin, and considerably increase the value of the glebe land.

For further particulars apply to the Rev. Mr. B——, at the Office of the Clerical Registry, 14, Surrey-street, Strand.

TO CAPITALISTS.—An opportunity now offers for realizing a large income, with or without partnership, in carrying out one of the most valuable manufacturing inventions of the present day, in a business which affords a most gentlemanly occupation, in which the profits are large, certain, and unattended with any risk.

Ample proof of the commercial value of the invention will be given, and full particulars afforded, by letter, post-free, to Z. Y. Z. Peele's Coffee House, Fleet-street, London.

THE LONDON IMPROVED MANIFOLD LETTER WRITER, for producing a Letter and several copies at one time, complete for 7*s.* 6*d.* Travelling Cases, 7*s.* 6*d.* each. Superfine Draft Paper, 8*s.* 6*d.* per Ream. Lithography executed at moderate charges. Gentlemen visiting London will find great advantage by purchasing at the London Paper and Parchment Warehouse, CLOSSON and CO. 17, Holborn (opposite Furnival's Inn). Country orders executed.

New Publications.

THE FIRST PUBLICATION OF

THE VERULAM SOCIETY will appear on Thursday next, the 20th instant. It will consist of No. 1. of

PRACTICAL REPORTS, comprising the MAGISTRATES' CASES of Easter Term last, by A. BITTLESTONE and J. C. SYMONS, Esqrs. Barristers-at-Law.

N.B. The PRACTICAL REPORTS will consist of—I. MAGISTRATES' CASES, by A. BITTLESTONE and J. C. SYMONS, Barristers-at-Law. II. PRACTICE CASES, by J. A. FOOTE, T. W. SAUNDERS, H. B. ASPINALL, and H. T. ATKINSON, Esqrs. Barristers-at-Law. III. REAL PROPERTY CASES, by R. G. WELFORD, G. GOLDSMITH, H. BAKER, T. MACAULEY, and G. T. ALLNUTT, Esqrs. Barristers-at-Law. IV. CROWN CASES in the Central Criminal Court and on Circuit; and NISI PRIUS PRACTICE CASES, by various Barristers. Each Case to be authenticated by the Reporter.

The purpose of these PRACTICAL REPORTS is to supply to the Profession, at a trifling cost, and in the convenient compass of a single volume, full Reports of all the Cases likely to be useful in ordinary practice, without the necessity that now exists of purchasing and carrying about with them a mass of cases that are seldom or never referred to, save in the Courts above, where ready access to them can be obtained.

The PRACTICAL REPORTS of the Verulam Society will, it is expected, supply to the members, at a cost of about *twelve shillings* per annum, the above information, which they can now only procure by an outlay of upwards of *twenty pounds* per annum.

They will be issued in Parts, as completed. Each Part will consist of 32 pages large octavo, and will contain nearly as much matter as one of the Parts of the ordinary Reports. The outside leaves will be cut off in binding, so that the sheets will be clean and continuous. It will be stamped, and sent free by post to the Subscribers in the country, as being cheaper and less troublesome than conveyance by parcel. They will form one annual volume.

The price will be, for each Part, to members of the Society, *thirteen pence*; to other persons, *nineteen pence*.

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Members of the Society who may not have ordered the Reports are requested to do so forthwith. We subjoin a

PROSPECTUS OF THE VERULAM SOCIETY.

This Society is established to supply the members with Law Reports and Text Books at accessible prices.

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*** A list of subscribers was published in No. 62 of the LAW TIMES, and further lists will appear as names are received.

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Commercial-road and Ranelagh-grove, Pimlico.—Valuable Leasehold Estates, yield for long terms under the Marquis of Westminster.

MESSRS. FULLER and MARSH have been favoured with instructions from the Mortgagee, under a power of sale, to SELL by AUCTION, at the Mart, on Monday, June 24, at Twelve, in lots, desirable LEASEHOLD ESTATES; comprising Nos. 1 and 2, Ranelagh-grove, and Nos. 18 and 20, Commercial-road, Pimlico. These eligible Leasehold Investments are held for long terms, at low ground-rents, and produce an income of about 100*l.* per annum.

Particulars may be obtained on the several respective premises; of Mr. Harbin, Solicitor, 12, Clement's-inn; and at the Offices of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Near the Church, Lewisham, Kent. To Drapers and Others. Long Leasehold Investment, at a low ground-rent.

MESSRS. FULLER and MARSH have been favoured with instructions to SELL by AUCTION, at the Mart, on Monday, June 24, at Twelve, a valuable long LEASEHOLD ESTATE, comprising a small genteel dwelling-house, with a capital and commanding shop front, yard, &c. situate in the centre of the village of Lewisham. The ESTATE is held for an unexpired term of 99 years from May, 1812, at a nominal ground-rent of 2*l.* per annum.

May be viewed on application to Mr. Belcham, who resides within a short distance, and particulars obtained on the premises; at the Tiger's Head, Lee; Lion and Lamb, Lewisham; Greyhound, Greenwich; of Edward White, esq. solicitor, 12, Great Marlborough-street; and at the offices of Messrs. FULLER and MARSH, Auctioneers and Land-agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

In Cambridgeshire, on the borders of Huntingdonshire.—Valuable Advowson, with Next Presentation, and, on the completion of the Peterborough Railway, will be within three hours' ride of the metropolis.

MESSRS. FULLER and MARSH beg to inform their friends and the public that they have been honoured with instructions from the Proprietor to SELL by AUCTION, at the Mart, on Wednesday, June 26, at 12, (unless previously disposed of by private contract,) the PERPETUAL ADVOWSON and NEXT PRESENTATION to the VICARAGE of CHATTERIS, in the Isle of Ely, Cambridgeshire, producing a net annual income of 1,721*l.* 9s. 11d., and with the Mansion and Glebe Lands in hand may be considered of the annual value of about 1,850*l.* A portion of the income consists of 1,0[illegible]*l.* 6s. 11d., receivable from a corn rent charge, (exempt from all parochial assessments by the Chatteris Enclosure Act,) in lieu of vicarial tithes, arising from 7,104 acres of exceedingly rich arable, pasture, and wood land, and the remainder arises from 341 acres of glebe land of first-rate quality in a high state of cultivation. The Vicarage-house (a mansion adapted for a family of the first respectability) is of a modern elevation and pleasantly situate at a short remove from the High-street, and is surrounded by plantations and pleasure grounds, studded with timber of stately growth. This valuable and important advowson is a peculiarly eligible property, inasmuch as the corn rent charge is secured by Act of Parliament, is not subject to any deductions for parochial charges, and is only variable once in seven years (instead of every year, as by the Tithe Commutation Act), and then only in case the rector, vicar, or parishioners shall give notice as prescribed by the Act. Indeed, the income may be considered less fluctuating than from ordinary landed property, as it may be termed a nearly permanent rental, derived from perpetual leases renewable every seven years. The present incumbent has nearly attained his 69th year. Chatteris is 13 miles from St. Ives, 15 from Wisbeach, and 21 from Cambridge.

The mansion and glebe lands may be viewed on application to the vender and the various tenants, and particulars may be obtained at the Angel and Talbot Inns, Peterborough; at the White Hart and Bell Hotels, Ely; University Arms, Cambridge; The Angel and Star Hotels, Oxford; Hen and Chickens, Birmingham; Queen's Arms Hotel, Liverpool; Royal Hotel, Manchester; Bush, Bristol; of Messrs. Thompson, Field, and Debenham, Solicitors, Salters'-hall, St. Swithin's-lane; and of Messrs. FULLER and MARSH, Surveyors and Land Agents, 2 Charlotte-row, Mansion-house, and Croydon, Surrey.

Blackheath.—Two noble Mansions and two compact Family Residences, on one of the most preferable parts of this delightful spot, within a short distance of the park, the railway, and the pier.

MESSRS. FULLER and MARSH have been favoured with instructions to SELL by AUCTION, at the Mart, on Wednesday, the 26th day of June, at Twelve o'clock, in lots, (unless previously disposed of by private contract,) a valuable and rapidly improving long LEASEHOLD PROPERTY, distinguished as the Glocester-terrace Estate, comprising two noble Family Mansions and two Residences on a smaller scale. They have recently been built, and are finished in a most substantial and elegant manner, and are delightfully situate near to the residence of her Royal Highness the Princess Sophia of Glocester, commanding uninterrupted views of the Thames, Kent and Surrey Hills.

Particulars and conditions of sale, may be obtained of Messrs. Thompson, Field, and Debenham, Solicitors, Salters'-hall, St. Swithin's-lane; and at the offices of Messrs. FULLER and MARSH, Surveyors and Land-agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Periodical Sale.—Valuable old Policy for 2,000*l.* in the Equitable, on which no premiums will be payable after 1853.

MESSRS. FULLER and MARSH have been instructed to include in their Next Periodical Sale, appointed to take place at the Mart, on Thursday, July 4, at Twelve, in lots, a POLICY for 2,000*l.* effected with the Equitable Life Office, Bridge-street, Blackfriars, on which no premium will be payable after 1853.

Particulars may be obtained at the Mart; of George Ware, esq. Solicitor, 33, Blackman-street, Southwark; and at the offices of Messrs. FULLER and MARSH, for the sale of reversions, annuities, shares, policies, &c. 2, Charlotte-row, Mansion-house.

Periodical Sale of Reversionary Interests, Annuities, Life Policies, and all descriptions of Securities dependent upon human life, Advowsons, Next Presentations, Shares, Debentures, &c.

MESSRS. FULLER and MARSH having adopted the system of Periodical Sales by Auction, are enabled to offer to persons expectant, or otherwise interested in the sale of the above description of property, the most prompt, economical, and satisfactory mode of disposing thereof, as by classifying these interests and properties in the same particular and for the same day, much expense is avoided, and a far greater competition secured. The Periodical Sales for the present year will take place as follows:—Thursday, July 4; Thursday, August [illegible]; Thursday, September 5; Thursday, October 3; Thursday, November 7; Thursday, December 5. The next Periodical Sale will take place at the Mart on THURSDAY, JULY 4. Messrs. FULLER and MARSH beg to call the attention of the public to the economy and expedition of this system of business, as they are thereby enabled to put up each property for the sum of two guineas and a half, including all expenses, should a sale not be effected. Parties desirous of disposing of property of this description should forward full particulars of the same to Messrs. FULLER and MARSH'S Offices on or before the 20th inst.

Particulars may be obtained at 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Periodical Sale.—Valuable Absolute Reversion in the sum of 20,787*l.* 10s. Consols.

MESSRS. FULLER and MARSH have been favoured with instructions to include in their next Periodical Sale, appointed to take place at the Mart, on Thursday, July 4, at Twelve, in lots, the ABSOLUTE REVERSION in and to one-eighth part of a share of the sum of 20,787*l.* 10s. Consols, payable on the death of a lady in the 69th year of her age, standing in the names of highly respectable trustees.

Particulars may be obtained at the Mart; at Hatchett's Hotel, Piccadilly; of George Ware, esq. solicitor, 33, Blackman-street, Southwark; and at the offices of Messrs. FULLER and MARSH, for the sale of reversions, annuities, shares, policies, &c. 2, Charlotte-row, Mansion-house.

Periodical Sale.—Absolute Reversion to 371*l.* 4s. 1d. Consols, standing in the names of highly respectable Trustees.

MESSRS. FULLER and MARSH have been favoured with instructions to include in their next Periodical Sale, appointed to take place at the Mart, on Thursday, July 4, at twelve, the ABSOLUTE REVERSION in and to the SUM of 371*l.* 4s. 1d. Consols, payable on the decease of a lady at an advanced age.

Particulars may be obtained, ten days prior to the sale, at the Mart; of George Ware, esq. Solicitor, 33, Blackman-st. Southwark; and at the offices of Messrs. FULLER and MARSH, Auctioneers and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Periodical Sale.—Contingent Reversion to the Sum of 1,100*l.*

MESSRS. FULLER and MARSH have been favoured with instructions to include in their next Periodical Sale, appointed to take place at the Auction Mart, on Thursday, July 4, at Twelve, in lots, the CONTINGENT REVERSION to the SUM of 1,100*l.* payable on the decease of a lady in the 62nd year of her age.

Particulars may be obtained at the Mart; and at the offices of Messrs. FULLER and MARSH, 2, Charlotte-row, Mansion-house.

Important Church Preferment in Cambridgeshire, on the borders of Huntingdonshire.

MESSRS. FULLER and MARSH beg to inform the Public that the PARTICULARS of the PERPETUAL ADVOWSON and NEXT PRESENTATION to the Vicarage of Chatteris, are now READY, and may be obtained on application to Messrs. Thompson, Field, and Debenham, Solicitors, Salters'-hall, St. Swithin's-lane; or to Messrs. FULLER and MARSH, Surveyors and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Eligible Leasehold Investment, North-place, Gray's-inn-road, near to Guildford-street.

MESSRS. FULLER and MARSH have been favoured with instructions to submit to PUBLIC COMPETITION, at the Mart, on Wednesday, June 26, at Twelve, a compact and neat brick-built RESIDENCE, No. 34, Upper North-place, Gray's-inn-road, near to Guildford-street, in the parish of St. Pancras; in the occupation of Mr. Thomas Burden, a very respectable tenant, at the low rent of 45*l.* per annum; held for a long term at a low ground-rent.

May be viewed by permission of Mr. Burden, the tenant, and particulars obtained on the premises; at the Mart; of Messrs. Tilleard and Son, Solicitors, Old Jewry; and at the Offices of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Valuable Long Leasehold Estate, No. 6, Goswell-road, near to Northampton-square, either for Investment or Occupation.

MESSRS. FULLER and MARSH have been favoured with instructions to SELL by AUCTION, at the Mart, on Wednesday, June 26, at 12, (unless previously disposed of by private contract), a valuable LEASEHOLD PROPERTY, consisting of a genteel family residence, situate on the west side of Goswell-road, near to Northampton-square. This desirable little leasehold estate offers to the small capitalist an eligible investment, or for occupation, as it is situate in an improving neighbourhood, and in an excellent state of repair; is held for a long term at a low ground-rent.

Can be viewed by tickets only between Eleven and Two, and particulars obtained of Mr. Hason, Solicitor, 34, Old Jewry; and at the offices of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land-agents, 2, Charlotte-row, Mansion-house, or Croydon, Surrey.

Improving Leasehold Estate, producing an income of 35*l.* per annum for 66 years, well secured.

MESSRS. FULLER and MARSH have been favoured with instructions to SELL by AUCTION, at the Mart, on Wednesday, June 26, at 12, an eligible long LEASEHOLD ESTATE, consisting of a small genteel dwelling-house, situate in the Blackheath-road, within a few minutes' walk of one of the most preferable parts of Blackheath, in the occupation of a respectable tenant, at the low rent of 35*l.* per annum; held for the above term, at a low ground-rent.

Particulars and conditions may be obtained on the premises; at the Mart; at the Green Man, Blackheath; of Messrs. Thompson, Field, and Debenham, Solicitors, Salters'-hall; and at the Offices of Messrs. FULLER and MARSH, Auctioneers and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

A well-secured net Income of 575*l.* per annum, arising from valuable and important Leasehold Waterside Premises.

MESSRS. FULLER and MARSH have the honour to announce that they have been favoured with instructions to submit to PUBLIC COMPETITION, at the Mart, on Wednesday, June 26, at Twelve, a very important long LEASEHOLD ESTATE; comprising all those extensive and well-arranged premises, distinguished as the Pickle Herring Upper Wharf, with capacious granaries, a substantial range of bonded warehouses, stabling, counting-houses, yards, &c. This desirable property is most advantageously situate on the banks of the Thames, within a few minutes' walk of London-bridge, and possesses all suitable conveniences for landing and shipping, and consequently derives a permanent value from its locality and capacity for housing and landing all description of grain, merchandize, &c. This important estate presents to the capitalist an eligible and secure investment, is on lease to a highly respectable tenant, and produces a net improved rental of 575*l.* per annum.

The property may be viewed fourteen days prior to sale, and particulars obtained on the premises; at the Mart; of Messrs. Thompson, Field, and Debenham, solicitors, Salters'-hall, St. Swithin's-lane; and at the offices of Messrs. FULLER and MARSH, Surveyors and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

In the North Riding of Yorkshire.—Valuable Freehold Estate, comprising a capital brick-built Family Residence, situate in one of the most preferable parts of the sea-port town of Whitby.

MESSRS. FULLER and MARSH have been favoured with instructions from the Assignees of Messrs. Campion, bankers, of Whitby, bankrupts, to SELL by AUCTION, at the Mart, on Thursday, July 4, at Twelve, the REVERSIONARY INTERESTS of the bankrupts in and to a MOIETY of a valuable FREEHOLD ESTATE, comprising a capital brick-built Family Residence, Offices, and Gardens, situate in the valley of Bagdale, the principal entrance to the old-established and well-known seaport-town of Whitby, which, when the intended railway between York and Scarborough is completed, is expected to become one of the most favourite and fashionable watering-places in the north of England; to which reversion the purchaser will become entitled on the death of a lady in the 71st year of her age.

Particulars may be obtained on the premises; Angel, Whitby; of Messrs. Walker, Hunter, and Simpson, and Mr. Appleton Stephenson, Solicitors, Whitby; of Messrs. J. H. and R. Tyas, Solicitors, 13, Beaufort-buildings, Strand; and of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Valuable Reversionary Interests.

MESSRS. FULLER and MARSH have been favoured with instructions from the Assignees of Messrs. Campion, of Whitby, bankrupts, to SELL by AUCTION, at the Mart, on Thursday, July 4, at Twelve, in lots, the ABSOLUTE REVERSION to three fifth parts or shares of the sum of 200*l.* amply secured on a freehold farm, situate at Hawsker, in the parish of Whitby; also the Absolute Reversion to three fifth parts or shares of the sum of 100*l.*; also the Absolute Reversion to the three fifth parts or shares of the dividends that will arise on the proofs of 2,113*l.* 2s. 6d. and 1,056*l.* 11s. 3d. from a bankrupt's estate.

Particulars may be obtained on the premises; Angel, Whitby; of Messrs. Walker, Hunter, and Simpson, and Mr. Appleton Stephenson, Solicitors, Whitby; of Messrs. J. H. and N. Tyas, Solicitors, 13, Beaufort-buildings, Strand; and of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land-agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Important and valuable Freehold Estate, tithe-free and land-tax redeemed, situate at Edstone, near to Pickering, in the North Riding of Yorkshire.

MESSRS. FULLER and MARSH have been favoured with instructions from the Assignees of Messrs. Campion, bankers, of Whitby, bankrupts, to SELL by AUCTION, at the Mart, on Thursday, July 4, at Twelve, in lots, the REVERSIONARY INTERESTS of the bankrupts to a moiety of a valuable freehold landed estate, comprising a superior farm residence, and about 220 acres of excellent wheat, turnip, barley, and meadow land, in a high state of cultivation, situate at Edstone, near to Pickering, in the North Riding of Yorkshire. The estate lies entirely in a ring fence, and is in the occupation of Mr. John Kipling, a highly respectable tenant, at the moderate rent of 320*l.* per annum. Fox-hounds and harriers are kept in the immediate neighbourhood, besides fine trout fishing and first-rate grouse shooting. To which reversions the purchaser will become entitled on the death of a lady in the 71st year of her age.

The estate may be viewed on application to Mr. John Kipling, the tenant, and particulars may be obtained on the premises; the Black Swan, Pickering; White Horse, Kirby Moorside; Black Swan, York; Angel, Whitby; Hen and Chickens, Birmingham; Cuff's Royal Hotel, Derby; of Messrs. Walker, Hunter, and Simpson, and Mr. Appleton Stephenson, Solicitors, Whitby; of Messrs. J. H. and R. Tyas, Solicitors, 13, Beaufort-buildings, Strand, London; and at the offices of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land-agents, 2, Charlotte-row, Mansion-house.

Sales by Auction.

SOUTH WALES.

GLAMORGANSHIRE.—To be SOLD by AUCTION, by Mr. THOMAS COOKE, at the Cardiff Arms Inn, in the town of Cardiff, on Wednesday, the 10th day of July next, precisely at One o'clock, in the afternoon,

Several valuable FREEHOLD ESTATES, situate in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystredowen, St. Andrew's, Colty, and Penmain, near Swansea, in the county of Glamorgan, containing in the whole 3300 acres, viz. an ESTATE, comprising upwards of 2000 acres of rich arable, meadow, and pasture land, extremely well adapted for turnip husbandry, now let in suitable farms, at low rents, adjoining the town of Lantrissent, and the ancient and picturesque castle of Hensol, the domain of which is surrounded by this estate. It is intersected with good roads, and adjoins the river Ely, which abounds in salmon and trout.

The estate is distant from Cardiff seven miles.

Also, an estate at Paviland, in the Parish of Penmain, near Swansea, comprising 300 acres of excellent arable and pasture land, adjoining the Bristol Channel.

Also, severable valuable estates, lying detached from the above, in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystredowen, St. Andrew, and Colty, in the county of Glamorgan, which will be divided into 25 suitable lots, varying from 1 to 200 acres.

The estates lie in the centre of the rich and fertile county of Glamorgan, which abounds in coal and ironstone, and a large portion of the estate is situate in the mineral basin of South Wales; coal-mines are in work in the immediate neighbourhood of the estate, near which runs the Taff Vale Railway and Glamorganshire canal.

The projected line of railway from Gloucester to Milford Haven will pass through the centre of the estate. The mineral portion of the estate is distant from Merthyr Tydvil ten miles, and from Newbridge two miles.

The sale of the above estates also offers an excellent opportunity to capitalists for the investment of money in a county where the modern improvements in agriculture are making rapid progress, and cannot fail in a few years greatly to enhance the value of land.

Full particulars and plans of the different lots may be obtained after the 1st day of June next, from Mr. EVAN DAVID, Fairwater, near Cardiff; at the Cardiff Arms, Mr. SAMUEL GINDERS, Ingestre, near Stafford; Messrs. KEEN and HAND, Solicitors, Stafford, or the Auctioneer, Hereford.

The different estates may be viewed on application to Mr. EVAN DAVID, Fairwater, near Cardiff.

Suffolk.—Yoxford and Sibton, Suffolk.—Most desirable Freehold and great tithe-free Estate, capital Residence, Pleasure-grounds, Gardens, Park, and Farms; the whole upwards of 1,000 acres of capital Land, with an Advowson, and three extensive Manors.

MESSRS. FAREBROTHER, CLARK, and LYE are instructed by the Proprietor to offer for SALE by AUCTION, at Garraway's, on Wednesday, July 10, at 12 (unless an acceptable offer is previously made by private contract), a most desirable FREEHOLD and great tithe-free ESTATE, situate in the most beautiful part of the eastern division of the county of Suffolk, in the parishes of Yoxford and Sibton, and bounded by the high turnpike road, and distant about six miles from Saxmundham, and seven from Halesworth; consisting of a capital Mansion, upon a moderate scale, built within 15 years, of handsome elevation, with offices of every description, seated upon a pleasing eminence, surrounded by pleasure-grounds and park-like meadows, beautifully timbered, with walled gardens, with lake of water stored with fish, and encircled by several well-arranged farms, with superior farming residences and buildings; the whole estate lying within a ring-fence, and containing about 1,000 acres, in a high state of cultivation, and in the occupation (excepting the mansion and lands in hand) of tenants of the highest respectability.

Also the ADVOWSON of the parish of Sibton-with-Peasenhall, vicarage-house, and glebe land, and the Manors of Peasenhall, Badingham-hall, and Colston-hall, with the quit-rents, amounting to 60*l.* per annum, and the average fines 150*l.* per annum. The situation of the property is highly beautiful, and the estate abounds with game; the neighbourhood is most respectable and social, and the distance from London rendered easy by railway conveyance to Colchester.

Descriptive particulars with plans are preparing, and will be ready for delivery one month prior to the sale, when the mansion may be viewed with tickets, which, with particulars, may be obtained of Mr. GIRLING, Land Surveyor, Peasenhall; and the farms viewed by permission of the tenants. Particulars also at the Rampant Horse, Norwich; Angel, Bury; the Golden Lion and White Horse Inns, Ipswich; Cups, Colchester; of Mr. W. H. DENNETT, Solicitor, Worthing; of Messrs. HODGSON, CONCANEN, and NOYES, Solicitors, Lincoln's-inn-fields: at Garraway's; and at Messrs. FAREBROTHER, CLARK, and LYE'S Offices, Lancaster-place, Strand, where tickets to view the mansion may be obtained.

VALUABLE LEASEHOLD FARM.—WENTWORTH, ISLE of ELY, CAMBRIDGESHIRE.—ELLIOT SMITH and SON have received instructions to offer for sale by AUCTION, at the Lamb Inn, Ely, on Thursday, June 20, 1844, at Three o'clock in the afternoon,

The MANOR FARM, with excellent dwelling-house, double cottage and garden, and suitable agricultural buildings, and 166a. 1r. 5p. of productive arable and fine pasture land, lying contiguous to the Homestall, divided into convenient enclosures by excellent quickset fences, and to which there is a valuable right of feeding and depasturing sheep and cattle over Grunty Fen, containing upwards of 800 acres, upon which the farm abuts.

The above is held by lease from the Dean and Chapter of Ely, for a term of 21 years from Michaelmas last, and possession may be had at Old Michaelmas next.

Also, Four Freehold Cottages, in the village, with 0a. 3r. 18p. of pasture land.

Particulars and conditions of sale may be had 10 days prior to the sale, at the Manor Farm House; Crown Inn, St. Ives; also of Messrs. NEWTON and WOODROW, Land-agents; Messrs. RIGNOLD and FIELD, Solicitors, Norwich; and at the offices of the Auctioneers, Cambridge.

Sales by Auction.

DORSET.

HILLFIELD, DORSET.—FREEHOLD ESTATE for Sale.—To be SOLD by AUCTION, by Mr. PERCY, at the King's Arms Inn, Dorchester, on Saturday, the 6th of July next, at 5 o'clock in the afternoon, in one lot, a highly improvable and desirable FARM and ESTATE, called HILLFIELD, situate in the parish of Hillfield, Dorset; comprising a substantial farm-house, yard, barn, stables, waggon-houses, and other convenient outbuildings. Also, a dairy-house, cottages, two thriving orchards, and divers closes and pieces of arable, meadow, pasture, and coppice land, containing together, by statute admeasurement, 349a. 1r. 26p. more or less, in the occupation of Mr. John Bird, as tenant thereof.

The Estate is bounded by the lands of John White, Esq. Charles Cosens, Esq. Mr. John Stone, Mr. John Deering, Thomas Cockram, Esq. and Mr. William Dowling.

The great tithes are commuted at 22*l.* a year, and the vicarial tithes are covered by an annual customary payment of 2*l.* 5*s.* 9*d.* Hillfield is distant from Sherborne 6 miles, from Cerne Abbas, 4 miles, from Dorchester 12 miles, and from Malden Newton 7 miles.

The Estate lies in the centre of Mr. Farquharson's and Mr. Drax's Hunts, is well watered and timbered, and the whole of the premises are in good repair.

To proprietors of adjoining Estates and to Capitalists, this property will prove a very desirable acquisition and investment.

To view the Estate apply to Mr. JOHN BIRD, at the Farm-house, and for particulars of the same, and other information, to Mr. PERCY, Auctioneer, Sherborne; or Messrs. W. & J. SPARKS, Solicitors, Crewkerne, who have various sums of money ready to be advanced on approved security.

Dated, Crewkerne, 25th May, 1844.

YORKSHIRE.

FACEBY and CARLTON in CLEVELAND, YORKSHIRE.—A most desirable FREEHOLD and TITHE-FREE ESTATE, situate in the townships of Faceby and Carlton in Cleveland, in the North Riding of the county of York, comprising the capital Messuage or Mansion House, called Faceby Lodge, adapted, with some not very expensive additions, for the residence of a family of the first respectability; coach-houses, stables, offices, gardens, flued garden walls (all of modern structure), pleasure-grounds, and plantations of forty years' growth, not to be excelled for timber and ornament; and three excellent Farms of rich Arable, Meadow, and Pasture Land, in a ring-fence, containing 334 acres, well watered and fenced, and studded with fine hedgerow timber, will be SOLD by AUCTION, in One Lot, at the Golden Fleece Inn, in Thirsk, in the said county of York, on Thursday, the 27th day of June, 1844, at Three o'clock in the afternoon.

George Hitching, residing at the mansion-house, will shew the premises; and printed particulars may be obtained on application to Mr. SOWERBY, Solicitor, in Stokesley; Mr. RIDER, Solicitor, in Thirsk; to Messrs. WILLIAMSON and HILL, Solicitors, 4, Verulam-buildings, Gray's-inn-square, London; Messrs. SHARPE, FIELD, and JACKSON, Solicitors, Bedford-row, London; at the Fleece Inn, Thirsk; and at the principal Inns in Stockton, Northallerton, Boroughbridge, Knaresborough, Leeds, York, and Easingwold.

Leasehold Property for Investment.—Hoxton, Middlesex.

MESSRS. DAVIS and VIGERS are directed by the Executors of the late Thomas Kinder, esq. to SELL by AUCTION, at the Mart, on Thursday, June 20, at Twelve for One, all those extensive Premises, the CHEMICAL WORKS and Two brick-built RESIDENCES, situate in East-row, Hoxton-fields; let on lease at a rental of 58*l.* 8*s.*; held at a low ground-rent.

Further particulars and conditions of sale to be had of Messrs. DODS and LINKLATERS, 115, Leadenhall-street; at the Mart; Hall of Commerce; and Auctioneers' Offices, 3, Frederick's-place, Old Jewry.

WILTSHIRE.

CORSHAM, WILTS.—Desirable for Investment or Occupation.—Messrs. GILLER and SON respectfully announce they are instructed by the trustees of the will of the late Mr. William Hulbert, to submit to PUBLIC COMPETITION, at the Methuen Arms Inn, Corsham, on Tuesday, the 25th of June, 1844, at three o'clock in the afternoon, in one lot (subject to such conditions as will then be produced),

All that most desirable and compact property (with the freehold rectorial rent-charge on the same) known as the LYPIATT ESTATE, comprising a convenient Farm-house, suitable agricultural buildings, and about 200 acres of land, of which 145 acres are pasture of a superior quality for the dairy or grazing, and the residue arable; the whole in good cultivation, and occupied by Mr. John Hulbert, as yearly tenant.

This very eligible estate, intersected by no other property, and approached by good roads, is distant from the pleasant town of Corsham only one mile, from Devizes, eleven miles, from Chippenham (where a monthly cattle and cheese-market is held), five miles, and from the city of Bath, ten miles. The Great Western Railway adjoins the north-east boundary of the estate, the Corsham Station being within ten minutes' walk of the farm-house. Several packs of hounds hunt the immediate neighbourhood. The tenure is copyhold of inheritance (equal to freehold), and the parochial payments are very moderate.

Application to view the estate to be made to Mr. John Hulbert, the tenant, and for further particulars (if by letter, pre-paid) to Messrs. GOLDNEY and FELLOWES, Solicitors, Chippenham; Mr. WILLIAM HULBERT, Solicitor, East Ilsley, Berks; and to Mr. THOMAS HULBERT, Solicitor, and the Auctioneers, Corsham; of all of whom, ten days previous to the day of sale, lithographed plans and printed particulars of the property may be had, and at the principal inns in the neighbourhood.

Sales by Auction.

NORTH-RIDING OF YORKSHIRE.

TO CAPITALISTS.—INVESTMENT for TRUST MONEYS.—To be SOLD by AUCTION, altogether, or in lots, at the Black Swan Hotel, York, on Saturday, the 13th day of July, 1844, at Twelve o'clock at noon, the very valuable FREEHOLD MANOR and ESTATE of EASINGTON and BOWLBY, with the GRINKLE PARK MANSION and ESTATE, and divers FARMS, constituting the greater part of the parish of Easington, in the North-Riding of Yorkshire, between Whitby and Guisborough, lying within a ring fence, and comprising altogether 2660 acres (more or less).

The Estate abounds with game, a trout-stream runs through its whole length, and two packs of hounds hunt in the neighbourhood; it is finely timbered, and the sea bounds it at its northern extremity. A daily post is within two miles of the Mansion. Coaches pass twice a day to and from Sunderland, Whitby, Guisborough, Stockton, and Darlington.

Printed Particulars and Conditions of Sale, with a Plan of the Estate, will shortly be ready, and may be had, with any further information, on application to

Mr. JOHN WILKINSON,
Hull, May 1844. Solicitor, Hull.

THE CLERICAL REGISTRY OFFICES, 14, SURREY-STREET, STRAND, LONDON.

Solicitors—G. P. POCOCK, esq. 10, Norfolk-street, Strand; Messrs. BRUNTON and WHITING, 11, New Inn, Wych-street, Strand; and T. J. M. BARTLETT, esq. 9, Pall Mall East.

Actuary—D. FINLAISON, esq. National Debt Office, Old Jewry.

Foreign and Colonial Agent—P. L. SIMMONDS, esq. 18, Cornhill.

The Clerical Registry has a great number of Advowsons and next Presentations to sell, and has also registered the Names of many wealthy Clerical Subscribers desirous of purchasing Livings. Likewise many Livings for Exchange. An Advowson and a Chapel to be exchanged for London preferment: an excellent and most desirable Living in Hertfordshire, on the Railway, with a good house, and 300*l.* per annum rent charge, for a Living less eligibly situate, but with a greater income; and others likewise to exchange. Also some Impropriations of Tithes to sell.

The Clerical Registry has also registered several vacant Chaplaincies, some vacant Masterships to Grammar and Collegiate Schools; a sinecure Prebend for Sale; an old established School for preparing Young Men for College to dispose of; a Partnership in a similar School to negotiate for; Parsonage-houses, to be let for one or more years, furnished and unfurnished, in exchange for Duty to be performed; and as several demands for Sums of Money required to be advanced to Clergymen, some by way of Mortgage and Policies of Insurance; and some by way of Annuity: all highly respectable.

The Clerical Registry has also registered the names of many Incumbents (who are Subscribers to the Institution) requiring Curates, of a considerable number of Curates wishing Curacies; of Gentlemen desiring Titles to Orders as well as of Incumbents ready to grant Titles to suitable persons; of Tutors desirous of obtaining Pupils; of Clergymen willing to take Pupils, and to prepare them for Public Schools and Colleges, or for the Universities; of Clergymen desirous of procuring Divinity Pupils to prepare for Ordination; of Clergymen who wish to receive Persons as residents in their families; of the Wives of Clergymen who desire to educate some little Girls with their own Children; of Masters and Mistresses of National Schools anxious to obtain appointments; of Gentlemen wishing to be Travelling Tutors; of Clergymen desirous to exchange Duty; of others who wish to procure Temporary Duty, as well as of Incumbents offering Exchange and Temporary Duty; and of Parish Clerks seeking appointments.

To carry all these and various other objects into effect, three classes of proceedings are adopted by the Clerical Registry:—

First.—Annual Subscribers of Ten Shillings to the Registry are entitled to receive (gratuitously) written replies and information in answer to every question, in writing, addressed by them to it.

Second.—The Clerical Registry's Advertising Sheet appears Monthly, and it contains Lists of Advowsons and Next Presentations required, and on sale; Livings for Exchange; Endowed and Consecrated Chapels wanted; Curacies and Curates desired; Titles to Orders required and offered; Chaplaincies, vacant and wished for; Public Schoolmasters and Professors wanted; Tutorships and Private Pupils desired; and Loans required on Clerical Securities, and Money to be advanced on such property. This Monthly Sheet is sold at Five Shillings per annum. Advertisements may be inserted therein at 6d. per line. No advertisement is inserted for less than Five Shillings; and all advertisements must be sent by the 12th of each month, as the Advertising Sheet appears on the 15th.

Third.—With regard to Clerical Business and Agency generally, every matter intrusted to "the Clerical Registry" must be paid for according to arrangements made between the Applicants and the Office; but all charges will be on a very moderate and proportioned scale—about 1½ to 2 per cent. on Sales, Purchases, and Exchanges.

Office hours from Ten to Five daily. All communications, on every subject, to be addressed (pre-paid) To the Director of the Clerical Registry, 14, Surrey-street, Strand, London.

Subscriptions to "The Registry," as well as for "The Advertising Sheet," to be forwarded by Post-office Orders on the Post-office, No. 180, Strand, London, and made payable to the Director of the Clerical Registry, 14, Surrey-street, Strand.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 15th day of June, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 64.] SATURDAY, JUNE 22, 1844.

SUBSCRIPTION.

For One Year, paid in advance..	£2	0	0
For Half Year, paid in advance	1	1	0
Single Numbers, or on credit ..	0	1	0

WANTED to PURCHASE, a LIVING, in a southern county, with an income of from 400*l* to 500*l*. per annum, and with early possession. It must be either near a market town or by the sea.

Address particulars to G. P. POCOCK, Esq. Solicitor to the Clerical Registry, 10, Norfolk-street, Strand.

WANTED, to lay out the Sum of 3,000*l*. in the PURCHASE of a NEXT PRESENTATION to a LIVING, with a very good House. No restriction as to diocese or county.

Address particulars to G. P. POCOCK, Esq. Solicitor to the Clerical Registry, 10, Norfolk-street, Strand.

WANTED to PURCHASE, an ADVOWSON of not less than 300*l*. nor more than 500*l*. per annum, with a prospect of early possession. There must be a good house, dry and healthy situation, and within an easy distance of a town and railway.

Address particulars to G. P. POCOCK, Esq. Solicitor to the Clerical Registry, 10, Norfolk-street, Strand.

WANTED to PURCHASE, in either of the counties of Warwick, Hereford, Berks, Surrey, Kent, Hants, Hertfordshire, and Yorkshire, but within an easy distance from a principal line of Railway, a good and compact ESTATE, of from one to two thousand acres, with a commodious mansion, and appropriate domestic offices, coach-houses, stabling, pleasure grounds and gardens, all which must be in good repair, and fit for early occupation.

Address (post paid) JOHN HARGREAVES, Esq. Broad Oak, Accrington, Lancashire.

Situation Vacant.

WANTED, a YOUTH as ARTICLED CLERK, not to the law, but to a very respectable house of large General Business in London. The youth must be articled for three years, and must have been well educated and obliging. Premium 200*l*. if he boards and lodges with the Advertiser's family, or 100*l*. if he boards and lodges at home. After the three years shall have expired he will have a permanent situation, with a good and increasing salary.

For particulars, address to Messrs. BRUNTON and WHITING, Solicitors, 11, New Inn, Wych-street, Strand, London.

Situation Wanted.

WANTED a SITUATION, by a Young Man who thoroughly understands the business and accounts of a Poor-Law Union, can draw Abstracts and ordinary Conveyances, and has been nine years accustomed to the general business of an Attorney's Office. Unexceptionable references can be given.

Address, Z. Post-Office, Bradford, Yorkshire.

Partnerships Wanted.

LAW.—A Married Gentleman, 30 years of age, liberally educated, of industrious habits, and well acquainted with his Profession, is desirous of joining a Gentleman or Firm, in Town or Country (by whom assistance rather than capital is required), as WORKING PARTNER. He would devote himself wholly to business, and be satisfied with a moderate share of profits. Or he would take the management of a business for a limited period, at a salary of 200*l*. per annum, with an ultimate view to a Partnership. References unexceptionable.

Address, L. E. H. LAW TIMES Office, Essex-street, Strand, London.

LAW—PARTNERSHIP.—WANTED, by a Solicitor in an extensive and increasing practice in the country, a Partner of active and sober habits. Premium, 2,500*l*.

For further particulars, apply to G. at Messrs. Whitaker and Co. Printers, &c. 22, Chancery-lane.

LAW.—A Gentleman desirous of the assistance of a Partner in his occasional absence, is in immediate want of a person who would take a third share. Price, 500*l*.

Apply, by letter (post-paid) to A. B. LAW TIMES Office.

MEDICAL PRACTICE.—A Gentleman, who has a good and respectable country practice of upwards of 20 years' standing, wishes to take as PARTNER a fully qualified person.

An adequate premium will be expected. The above affords an opportunity seldom to be met with for a young man of steady and persevering habits obtaining a share in an improveable practice.

For particulars apply to Mr. LOVEDAY, Solicitor, Warwick, or on Tuesdays at his office, Meriden.

TO LEGAL AUTHORS.—Mr. CROCKFORD, Publisher of the LAW TIMES, can offer unusual facilities for the Publication of Legal Works, the Copyright of which the Author may wish to keep in his own hands.

Legal Notices.

BOROUGH OF COLCHESTER, 1844.—NOTICE IS HEREBY GIVEN, that the next GENERAL COURT OF QUARTER SESSION of the PEACE of the said Borough will be holden at the COLCHESTER CASTLE, there, on FRIDAY, the Twenty-eighth day of June instant, at the hour of Eleven o'clock in the Forenoon, when and where the Grand and Petty Juries, persons bound by Recognizances to appear, prosecute, and give evidence, and all others who have business to transact, are hereby directed to give their attendance accordingly.

Dated this Twelfth day of June, 1844.

BARNES, Clerk of the Peace.

LANCASHIRE MIDSUMMER SESSIONS.—NOTICE IS HEREBY GIVEN that the GENERAL QUARTER SESSIONS of the PEACE for the County Palatine of Lancaster will be held at the CASTLE of LANCASTER, on MONDAY, the 1st day of July next, at Ten o'clock in the forenoon; and by adjournment at the following places and times, viz.:—

At the Court-house, in PRESTON, on WEDNESDAY, the 3rd day of July next, at Ten o'clock in the forenoon.

At the New Baily Court-house, in SALFORD, near Manchester, on MONDAY, the 8th day of July next, at Ten o'clock in the forenoon.

And at the Court-house, in KIRKDALE, near Liverpool, on WEDNESDAY, the 17th day of July next, at Ten o'clock in the forenoon.

And that all the business relating to the assessment, application, or management of the County Stock or Rate, will commence at such Session respectively, at Eleven o'clock in the forenoon of the first day thereof.

All business arising within the Hundred of Lonsdale is transacted at Lancaster; within the Hundreds of Amounderness, Blackburn, and Leyland, at Preston; within the Hundred of Salford, at Salford; and within the Hundred of West Derby, at Kirkdale.

All Appeals are entered with the Clerk of the Peace, and Motions made to the Court respecting them on the first morning of the Sessions at each of the above-named places; and the trial of such appeals takes place at Lancaster on the 1st day; at Preston and Kirkdale not earlier than Friday, the third day; and at Salford, on Friday, the fifth day.

GORSTS and BIRCHALL, Deputy Clerks of the Peace.

Clerk of the Peace's Office, Preston,
17th June, 1844.

TO SOLICITORS, &c.—Mr. W. H. SIMPSON, AUCTIONEER and SURVEYOR, having succeeded to the business of the late J.A. CREATON (established 1785), begs to announce that he has completely revised, and very considerably REDUCED the scale of CHARGES usually adopted on SALES by AUCTION, and trusts by a strict regard to economy and constant devotion to the interests of those who may honour him with their patronage, to ensure a continuance of their support.

CITY AUCTION and ESTATE OFFICES, 58, Great Tower-street.

SUPERIOR FURNISHED APARTMENTS in Bedford-place, Russell-square. A resident in the above-mentioned place, whose house is larger than he requires, is desirous of meeting with a single gentleman who would occupy a part of. There are no children nor lodgers in the house.

Address to A. B. at Mr. Burch's, 35, Great Russell-street, Bloomsbury.

TO LAND PROPRIETORS wishing for a private and a prompt sale.—WANTED, within an hour or an hour and a half of London, or very near a station on the London and Birmingham, or Great Western and Bristol and Gloucester lines, from 600 to 800 or 1,000 acres of FREEHOLD LAND, with a tolerable house upon it, where the game has been preserved. A pen sketch of the form of the estate may be enclosed with other particulars. Principals only will be negotiated with.

Direct to A. B. post-office, Cheltenham.

VALUABLE CHURCH PREFERMENT.—To be SOLD, the ADVOWSON of a RECTORY in Cambridgeshire, with the prospect of early possession, of the annual value of 350*l*. with an excellent Parsonage-house, very recently erected, at an outlay of nearly 2,000*l*. replete with every comfort and convenience, with Pleasure-grounds and productive Garden, and 408½ acres of capital glebe Land, well let to highly respectable tenants. Population under 300. None but principals or their solicitors will be treated with.

For further particulars, apply to Messrs. BRUNTON and WHITING, Solicitors to the Clerical Registry, No. 11, New Inn, Strand.

To be Let.

STOBERRY HOUSE, near WELLS, SOMERSET.—To be LET FURNISHED, from the 29th of September next, for a term of five years, or yearly, this excellent FAMILY RESIDENCE, one mile from Wells, with an entrance lodge, standing in the midst of a beautiful Park, containing 70 acres of land, commanding a most extensive and picturesque view. The house consists of a handsome entrance-hall, spacious dining and drawing-rooms, a library with a valuable collection of books, a gentleman's room, fourteen bed-rooms, and all necessary offices, coach-houses, and stabling for twelve horses, with servants' rooms over them, all in complete repair. Pleasure-grounds, shrubberies, orchard, and kitchen garden well stocked with fruit trees, and hot-house, and an excellent supply of water. A tenant may be accommodated with the whole or any portion of the Park. Also the exclusive right of sporting over upwards of 2,000 acres of land. A warren, containing near thirteen acres, may be rented at the option of the tenant. There is a pew in the parish church of St. Cuthbert's. Wells has a good market, and is twenty miles from Bath, and Bristol, and Bridgewater, with daily coach communication. A pack of fox-hounds is kept in the immediate neighbourhood.

To view the premises, and for further particulars, apply to Mr. WELSH, Solicitor, Wells.

June 4th, 1844.

Cottage Villa Residence, with large Garden, St. John's Wood, Regent's-park.

TO be LET on LEASE, a very convenient and respectable COTTAGE VILLA RESIDENCE, well adapted for a genteel family, standing in its own grounds, which are abundantly supplied with choice fruit trees. The Residence contains a handsome entrance lobby, a large and well-proportioned dining-room, drawing-room, butler's pantry and bed-room, and a light china closet. There are five bed-rooms, dressing-room, and water-closet, with a back staircase; kitchen, back ditto, larder, pantry, and servants' water-closet; also a detached stable. The whole has recently been put into complete repair, and forms a most desirable residence for a family of respectability: although cheerful, it is quiet and retired.

For terms, and cards to view, apply on the premises, No. 7, Grove-end-road.

To be Sold.

NORFOLK.

DUNHAM LODGE (lately the Residence of Sir Charles M. Clarke, bart. who has left Norfolk).—To be SOLD by PRIVATE CONTRACT, a very valuable FREEHOLD ESTATE, situate at LITTLE DUNHAM, five miles from Swaffham, and eight from East Dereham, in the county of Norfolk, consisting of a CAPITAL MANSION-HOUSE, called "Dunham Lodge," with stabling for eleven horses, gardens, shrubberies, and greenhouse, entrance lodge, keeper's cottage, bailiff's house, and excellent farm buildings, and 300 acres (or thereabouts) of very superior land, lying round the house in a ring fence, of which 180 acres are arable, 70 acres are pasture, and 50 acres are woodland, abounding with game.

Also, the MANOR of LITTLE DUNHAM, extending over 1,800 acres of land, with the fines, and quit-rents, thereto belonging.

The mansion, which stands in the centre of a small park, beautifully studded with timber, comprises a drawing-room thirty-four feet long, and dining-room and library of ample dimensions, with mahogany doors, gentleman's morning room, four best bed-rooms, and three dressing-rooms, approached by a handsome stone staircase, seven other bedrooms, and well-arranged domestic offices.

The furniture, and the farming stock, and crops, to be taken at a valuation.

The property is within two hours' drive of the Brandon station of the Eastern Counties Railway.

Immediate possession will be given.

For price, and further particulars, apply to Messrs. GOODWIN, PARTRIDGE, and WILLIAMS, Solicitors, Lynn, at whose Office a plan of the property may be seen.

FREEHOLD MESSUAGE and LAND at SELLINGE, in KENT.—To be SOLD, by PRIVATE CONTRACT, all that Messuage or Tenement, consisting of a Drawing-room, Dining-room, Six Bed-rooms, with Kitchen, Dairy, Cellars, and other convenient Offices, Coach-house, four-stall Stable, Barn, and another Stable for four horses, with large walled-in Garden, and also a good Lawn in front, surrounded with ornamental fir trees. Also five pieces or parcels of Pasture and Arable Land immediately adjoining (two acres only arable), containing 19a. 2r. 14p. more or less: all which Messuage or Tenement, Lands, and Premises are situate in the parish of Sellinge, in Kent, five miles from the improving watering-place of Hythe, and three miles from the Hythe South-eastern Railway station (from which there are eight trains to and from London daily), and abutting to the turnpike-road leading from Ashford to Hythe, and now in the occupation of Mr. Edward Hammon or his tenants.

For further particulars, and to treat for the purchase, apply to Mr. Edward Hammon, Sellinge, near Hythe; or to Messrs. BROCKMAN and WATTS, Solicitors, Hythe.

June 15, 1844.

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Published on the 1st and 15th of every Month, in 16 large pages, and 48 columns, price 6d. only, or 7d. stamped, a new and interesting work, entitled

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The steady success and increasing prosperity of the Society has enabled the Directors, at the last annual investigation, to declare a second Bonus, averaging 60 per cent. on the amounts invested on each Policy effected on the Profit scale.

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Age.	Sum.	Premium.			Year.	Bonus added.			Bonus in Cash.			Permanent Reduction of Premium.			Sum the Assured may Borrow on Policy.		
	£	£	s.	d.		£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
					1837	170	9	3	77	5	1	12	3	9	346	2	3
60	1000	74	3	4	1838	144	2	2	64	5	6	9	16	4	296	13	4
					1839	116	16	0	51	5	11	7	11	9	247	4	5

The division of profits is *annual*, and the next will be made in December of the present year.

The Institution offers many important and substantial advantages with respect to both Life Assurances and Deferred Annuities. The assured has, on all occasions, the power to borrow, without expense or forfeiture of the Policy, two-thirds of the premiums paid (see table); also the option of selecting benefits, and the conversion of his interests to meet other conveniences of necessity.

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THIS IS THE ONLY COMPANY who are bound by their deed of constitution not to dispute any Policy, unless they can prove that it was obtained by fraudulent misrepresentation; the great aim and object of the Society having been to render Life Policies COMPLETE SECURITIES and NEGOTIABLE DOCUMENTS, which shall owe their value to the certainty of the contracts upon which they are founded, and be independent of the liberality or caprice of those who shall be in the management of the affairs of the Company when the claims arise; and for this purpose the Company have, by a clause in their deed of constitution, unhesitatingly deprived themselves of the power of objecting to any policy, unless they undertake to prove that it was obtained from them by fraudulent misrepresentation. The regulations common to all other Life Companies, which make the validity of assurance contracts dependent upon the perfect correctness of the many statements required from a proposer for a Life Policy, and which have given rise to almost all the questions which have been argued in the courts, and to many extra judicial compromises, are thus entirely abrogated; and nothing but fraud, proved to have been committed against them, can vitiate a policy granted by this Company.

THIS IS THE ONLY COMPANY from whom the assured, on the mutual principle, receive the whole of the mutual accumulations and also a guarantee from the Shareholders for the sums assured.

THIS IS THE ONLY COMPANY who bind themselves to pay the sums in the Policies, although the debts for which they were effected shall have been liquidated before the claims arise, the Company considering it only just towards the assured, that where premiums have been received for assuring a given amount, that amount should be paid when it becomes due, without dispute or deduction, and they undertake to do so without reference to the state of the accounting between the assured and his debtor.

THIS IS ALMOST THE ONLY COMPANY who grant in favour of creditors *whole world* Policies, whereby the debt is secured, although the debtor should go beyond the limits of Europe.

The premiums, calculated according to the Carlisle tables, are lower than usual upon young lives, where participation in the profits is not required; and for short assurances, which, at the option of the assured, may be continued for life, the rates are as low as a due regard to complete security will permit.

TRIENNIAL ASCENDING SCALE TO ASSURE £100.

Age	1st Three Years.			2nd Three Years.			3rd Three Years.			4th Three Years.			Remainder of Life.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
25	1	2	7	1	9	9	1	16	11	2	4	1	2	11	3
35	1	9	9	1	19	6	2	9	3	2	19	0	3	8	9
45	2	1	0	2	14	10	3	8	8	4	2	6	4	16	4
55	3	11	1	4	10	9	5	10	5	6	10	1	7	9	9
60	4	8	11	5	17	4	7	5	9	8	14	2	10	2	7

BY THE HALF-PREMIUM PLAN, only one-half of the premium for the first seven years is required, the other half being payable at the convenience of the assured; thus allowing a Policy to be continued for seven years at one-half of the usual rate, or to be dropped at one-half of the usual sacrifice, and entitling the assured, seven years hence, when loss of health may prevent him from effecting a new assurance, to continue a Policy at a rate of premium applicable to an age seven years younger. The Half-premium plan of assurance, as practised by this Company, thus enables persons to retain to their own use the one-half of the premiums for the first seven years, at 5l. per cent. interest. Thus, suppose the ordinary premium for an assurance of 500l. to be 10l., the first payment by the half-premium plan will be five guineas, being the one-half of the 10l., and interest for the retained half; and, if death should occur in the first year, the sum of 500l. would be paid less the 5l. retained. The assured may thus have the use for the first year of 5l.; for the second of 10l.; and so on till the end of the seventh year, when the retained sums, amounting to 35l., may either be repaid, or retained at 5l. per cent. interest until death, when the 35l. would be subtracted from the 500l. then payable by the Company.

TO ASSURE £100 ON HALF-PREMIUM SYSTEM.

Age.	£	s.	d.	Age.	£	s.	d.
15	0	16	1	40	1	11	5
20	0	18	0	45	1	16	6
25	1	0	7	50	2	8	9
30	1	3	6	60	3	10	3

COMMISSION.—The Solicitor who transacts a Policy with this Company, is considered as the Agent during its whole currency, and receives commission upon all future premiums, by whomsoever they may be paid.

Prospectuses and schedules are forwarded to applicants, free of expense, by the Manager and Agents.

ALEX. ROBERTSON, Manager.

Ranelagh-grove, Pimlico.—Eligible Investment, held under the Marquis of Westminster.

MESSRS. FULLER and MARSH have been instructed to SELL by AUCTION, at the Mart, on Monday next, June 24, at Twelve, a long LEASEHOLD ESTATE, comprising a small genteel residence, No 3, Ranelagh-grove, Pimlico, replete with every convenience, in the occupation of Mr. Etherington, a very respectable tenant, at the low rent of 36*l.* per annum. The property is held for an unexpired term of 99 years from Lady-day, 1824, at a ground-rent of 5*l.* per annum.

May be viewed on application, between the hours of Ten and Four, and particulars obtained on the premises; at Hatchett's Hotel, Piccadilly; at the Mart; of Edward White, esq. Solicitor, 12, Great Marlborough-street; and at the offices of Messrs. FULLER and MARSH, Surveyors and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Mayfield, near Tunbridge-wells.—Cottage Residence and about 13 Acres of useful Meadow and Pasture Land.

MESSRS. FULLER and MARSH have been favoured with instructions to submit to PUBLIC COMPETITION, at the Mart, on Monday next, June 24, at Twelve o'clock, a valuable FREEHOLD and small part COPYHOLD ESTATE, fine certain; consisting of a cottage residence and three inclosures of rich meadow land, orchards, and gardens, altogether about 13 acres. Mayfield is about ten miles from Tunbridge-wells, and sixteen from Tunbridge. The estate can be viewed on application to Mr. Samuel Baker, of More's Farm, Mayfield.

Particulars of sale, with plans, may be obtained ten days prior to sale, on the premises; Kentish Hotel, Tunbridge-wells; Crown, Tunbridge and Sevenoaks; Old Ship, Brighton; Swan Hotel, Hastings; of Mr. Tooth, Mayfield; Edward Fullager, esq. solicitor, Lewis; and at the offices of Messrs. FULLER and MARSH, surveyors and land agents, 2, Charlotte-row, Mansion House, and Croydon, Surrey.

Commercial-road and Ranelagh grove, Pimlico.—Valuable Leasehold Estates, held for long terms under the Marquis of Westminster.

MESSRS. FULLER and MARSH have been favoured with instructions from the Mortgagee, under a power of sale, to SELL by AUCTION, at the Mart, on Monday next, June 24, at Twelve, in lots, desirable LEASEHOLD ESTATES; comprising Nos 1 and 2, Ranelagh-grove, and Nos. 18 and 20, Commercial road, Pimlico. These eligible Leasehold Investments are held for long terms, at low ground-rents, and produce an income of about 100*l.* per annum.

Particulars may be obtained on the several respective premises, of Mr Harlan, Solicitor, 12, Clement's-inn, and at the Offices of Messrs FULLER and MARSH, Auctioneers, Surveyors, and Land Agents, 2 Charlotte row, Mansion house, and Croydon, Surrey

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Near the Church, Lewisham, Kent. To Drapers and Others. Long Leasehold Investment, at a low ground-rent.

MESSRS. FULLER and MARSH have been favoured with instructions to SELL by AUCTION, at the Mart, on Monday next June 24, at Twelve, a valuable long LEASEHOLD ESTATE comprising a small genteel dwelling-house, with a capital and commanding shop front, yard, &c situate in the centre of the village of Lewisham The ESTATE is held for an unexpired term of 90 years from May, 1812, at a nominal ground rent of 2*l.* per annum

May be viewed on application to Mr. Belcham, who resides within a short distance, and particulars obtained on the premises; at the Tiger's Head, Lee; Lion and Lamb, Lewisham; Greyhound, Greenwich; of Edward White, esq. solicitor, 12, Great Marlborough-street, and at the offices of Messrs. FULLER and MARSH, Auctioneers and Land-agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

In Cambridgeshire, on the borders of Huntingdonshire Valuable Advowson, with Next Presentation, and, on the completion of the Peterborough Railway, will be within three hours' ride of the metropolis.

MESSRS. FULLER and MARSH beg to inform their friends and the public that they have been honoured with instructions from the Proprietor to SELL by AUCTION, at the Mart, on Wednesday next, June 26, at 12 (unless previously disposed of by private contract), the PERPETUAL ADVOWSON and NEXT PRESENTATION to the VICARAGE of CHATTERIS, in the Isle of Ely, Cambridgeshire, producing a net annual income of 1,721*l.* 9s. 11d., and with the Mansion and Glebe Lands in hand may be considered of the annual value of about 1,850*l.* A portion of the income consists of 1,070*l.* 6s. 11d., receivable from a corn rent charge, (exempt from all parochial assessments by the Chatteris Enclosure Act,) in lieu of vicarial tithes, arising from 7,104 acres of exceedingly rich arable, pasture, and wood land, and the remainder arises from 341 acres of glebe land of first-rate quality in a high state of cultivation. The Vicarage house (a mansion adapted for a family of the first respectability) is of a modern elevation and pleasantly situate at a short remove from the High-street, and is surrounded by plantations and pleasure grounds, studded with timber of stately growth. This valuable and important advowson is a peculiarly eligible property, inasmuch as the corn rent charge is secured by Act of Parliament, is not subject to any deductions for parochial charges, and is only variable once in seven years (instead of every year, as by the Tithe Commutation Act), and then only in case the rector, vicar, or parishioners shall give notice as prescribed by the Act. Indeed, the income may be considered less fluctuating than from ordinary landed property, as it may be termed a nearly permanent rental, derived from perpetual leases renewable every seven years. The present incumbent has nearly attained his 69th year. Chatteris is 13 miles from St. Ives, 15 from Wisbeach, and 21 from Cambridge.

The mansion and glebe lands may be viewed on application to the vender and the various tenants, and particulars may be obtained at the Angel and Talbot Inns, Peterborough; at the White Hart and Bell Hotels, Ely; University Arms, Cambridge; The Angel and Star Hotels, Oxford; Hen and Chickens, Birmingham; Queen's Arms Hotel, Liverpool; Royal Hotel, Manchester; Bush, Bristol; of Messrs. Thompson, Field, and Debenham, Solicitors, Salters'-hall, St. Swithin's-lane; and of Messrs. FULLER and MARSH, Surveyors and Land Agents, 2 Charlotte-row, Mansion-house, and Croydon, Surrey.

Periodical Sale of Reversionary Interests, Annuities, Life Policies, and all descriptions of Securities dependent upon human life, Advowsons, Next Presentations, Shares, Debentures, &c.

MESSRS. FULLER and MARSH having adopted the system of Periodical Sales by Auction, are enabled to offer to persons expectant, or otherwise interested in the sale of the above description of property, the most prompt, economical, and satisfactory mode of disposing thereof, as by classifying these interests and properties in the same particular and for the same day, much expense is avoided, and a far greater competition secured. The Periodical Sales for the present year will take place as follows:—Thursday, July 4; Thursday, August 1; Thursday, September 5; Thursday, October 3; Thursday, November 7; Thursday, December 5. The next Periodical Sale will take place at the Mart on THURSDAY, JULY 4. Messrs. FULLER and MARSH beg to call the attention of the public to the economy and expedition of this system of business, as they are thereby enabled to put up each property for the sum of two guineas and a half, including all expenses, should a sale not be effected. Parties desirous of disposing of property of this description should forward full particulars of the same to Messrs. FULLER and MARSH'S Offices on or before the 20th inst.

Particulars may be obtained at 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Periodical Sale.—Valuable Absolute Reversion in the sum of 20,787*l.* 10s. Consols.

MESSRS. FULLER and MARSH have been favoured with instructions to include in their next Periodical Sale, appointed to take place at the Mart, on Thursday, July 4, at Twelve, in lots, the ABSOLUTE REVERSION in and to one-eighth part of a share of the sum of 20,787*l.* 10s. Consols, payable on the death of a lady in the 69th year of her age, standing in the names of highly respectable trustees.

Particulars may be obtained at the Mart; at Hatchett's Hotel, Piccadilly; of George Ware, esq. solicitor, 38, Blackman-street, Southwark; and at the offices of Messrs. FULLER and MARSH, for the sale of reversions, annuities, shares, policies &c. 2, Charlotte-row, Mansion-house.

Periodical Sale.—Absolute Reversion to 371*l.* 4s. 1d. Consols, standing in the names of highly respectable Trustees.

MESSRS. FULLER and MARSH have been favoured with instructions to include in their next Periodical Sale, appointed to take place at the Mart, on Thursday, July 4 at twelve, the ABSOLUTE REVERSION in and to the SUM of 371*l.* 4s. 1d. Consols, payable on the decease of a lady at an advanced age

Particulars may be obtained, ten days prior to the sale, at the Mart, of George Ware, esq Solicitor, 38, Blackman-st. Southwark; and at the offices of Messrs FULLER and MARSH, Auctioneers and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey

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Periodical Sale Valuable old Policy for 2,000*l.* in the Equitable, on which no premiums will be payable after 1853.

MESSRS. FULLER and MARSH have been instructed to include in their Next Periodical Sale, appointed to take place at the Mart, on Thursday, July 4, at Twelve, in lots, a POLICY for 2,000*l.* effected with the Equitable Life Office, Bridge-street, Blackfriars, on which no premium will be payable after 1853.

Particulars may be obtained at the Mart, of George Ware, esq Solicitor, 38, Blackman-street, Southwark; and at the offices of Messrs FULLER and MARSH, for the sale of reversions, annuities, shares, policies, &c. 2, Charlotte-row, Mansion house.

Periodical Sale.—Contingent Reversion to the Sum of 1,100*l.*

MESSRS. FULLER and MARSH have been favoured with instructions to include in their next Periodical Sale, appointed to take place at the Auction Mart, on Thursday, July 4, at Twelve, in lots, the CONTINGENT REVERSION to the SUM of 1,100*l.* payable on the decease of a lady in the 62nd year of her age.

Particulars may be obtained at the Mart; and at the offices of Messrs. FULLER and MARSH, 2, Charlotte-row, Mansion-house.

Eligible Leasehold Investment, North-place, Gray's-inn-road, near to Guildford-street.

MESSRS. FULLER and MARSH have been favoured with instructions to submit to PUBLIC COMPETITION, at the Mart, on Wednesday next, June 26, at Twelve, a compact and neat brick-built RESIDENCE, No. 34, Upper North-place, Gray's-inn-road, near to Guildford-street, in the parish of St. Pancras; in the occupation of Mr. Thomas Burden, a very respectable tenant, at the low rent of 45*l.* per annum; held for a long term at a low ground-rent.

May be viewed by permission of Mrs Burden, the tenant, and particulars obtained on the premises; at the Mart; of Messrs. Tilleard and Son, Solicitors, Old Jewry; and at the Offices of Messrs FULLER and MARSH, Auctioneers, Surveyors, and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Valuable Long Leasehold Estate, No. 6, Goswell-road, near to Northampton-square, either for Investment or Occupation.

MESSRS. FULLER and MARSH have been favoured with instructions to SELL by AUCTION, at the Mart, on Wednesday next, June 26, at 12, (unless previously disposed of by private contract), a valuable LEASEHOLD PROPERTY, consisting of a genteel family residence, situate on the west side of Goswell-road, near to Northampton-square. This desirable little leasehold estate offers to the small capitalist an eligible investment, or for occupation, as it is situate in an improving neighbourhood, and in an excellent state of repair; is held for a long term at a low ground-rent.

Can be viewed by tickets only between Eleven and Two, and particulars obtained of Mr. Huson, Solicitor, 34, Old Jewry; and at the offices of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land-agents, 2, Charlotte-row, Mansion-house, or Croydon, Surrey.

Improving Leasehold Estate, producing an income of 35*l.* per annum for 68 years, well secured.

MESSRS. FULLER and MARSH have been favoured with instructions to SELL by AUCTION, at the Mart, on Wednesday next, June 26, at 12, an eligible long-LEASEHOLD ESTATE, consisting of a small genteel dwelling-house, situate in the Blackheath-road, within a few minutes' walk of one of the most preferable parts of Blackheath, in the occupation of a respectable tenant, at the low rent of 35*l.* per annum; held for the above term, at a low ground-rent.

Particulars and conditions may be obtained on the premises; at the Mart; at the Green Man, Blackheath; of Messrs. Thompson, Field, and Debenham, Solicitors, Salters'-hall; and at the Offices of Messrs. FULLER and MARSH, Auctioneers and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

A well-secured net Income of 575*l.* per annum, arising from valuable and important Leasehold Waterside Premises.

MESSRS. FULLER and MARSH have the honour to announce that they have been favoured with instructions to submit to PUBLIC COMPETITION, at the Mart, on Wednesday next, June 26, at 12, a very important long LEASEHOLD ESTATE, comprising all those extensive and well-arranged premises, distinguished as the Pickle Herring Upper Wharf, with capacious granaries, a substantial range of bonded warehouses, stabling, counting-houses, yards, &c. This desirable property is most advantageously situate on the banks of the Thames, within a few minutes' walk of London-bridge, and possesses all suitable conveniences for landing and shipping, and consequently derives a permanent value from its locality and capacity for housing and landing all description of grain, merchandize, &c. This important estate presents to the capitalist an eligible and secure investment, is on lease to a highly respectable tenant, and produces a net improved rental of 575*l.* per annum.

The property may be viewed fourteen days prior to sale, and particulars obtained on the premises; at the Mart; of Messrs. Thompson, Field, and Debenham, solicitors, Salters'-hall, St. Swithin's-lane; and at the offices of Messrs. FULLER and MARSH, Surveyors and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

In the North Riding of Yorkshire.—Valuable Freehold Estate, comprising a capital brick-built Family Residence, situate in one of the most preferable parts of the sea-port town of Whitby.

MESSRS. FULLER and MARSH have been favoured with instructions from the Assignees of Messrs. Campion, bankers, of Whitby, bankrupts, to SELL by AUCTION, at the Mart, on Thursday, July 4, at Twelve, the REVERSIONARY INTERESTS of the bankrupts in and to a MOIETY of a valuable FREEHOLD ESTATE, comprising a capital brick-built Family Residence, Offices, and Gardens, situate in the valley of Bagdale, the principal entrance to the old-established and well-known seaport-town of Whitby, which, when the intended railway between York and Scarborough is completed, is expected to become one of the most favourite and fashionable watering-places in the north of England; to which reversion the purchaser will become entitled on the death of a lady in the 71st year of her age.

Particulars may be obtained on the premises; Angel, Whitby; of Messrs. Walker, Hunter, and Simpson, and Mr. Appleton Stephenson, Solicitors, Whitby; of Messrs. J. H. and R. Tyas, Solicitors, 13, Beaufort-buildings, Strand; and of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Valuable Reversionary Interests.

MESSRS. FULLER and MARSH have been favoured with instructions from the Assignees of Messrs. Campion, of Whitby, bankrupts, to SELL by AUCTION, at the Mart, on Thursday, July 4, at Twelve, in lots, the ABSOLUTE REVERSION to three fifth parts or shares of the sum of 200*l.* amply secured on a freehold farm, situate at Hawsker, in the parish of Whitby; also the Absolute Reversion to three fifth parts or shares of the sum of 100*l.*; also the Absolute Reversion to the three fifth parts or shares of the dividends that will arise on the proofs of 2,113*l.* 2s. 6d. and 1,056*l.* 11s. 3d. from a bankrupt's estate.

Particulars may be obtained on the premises; Angel, Whitby; of Messrs. Walker, Hunter, and Simpson, and Mr. Appleton Stephenson, Solicitors, Whitby; of Messrs. J. H. and R. Tyas, Solicitors, 13, Beaufort-buildings, Strand; and of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land-agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Important and valuable Freehold Estate, tithe-free and land-tax redeemed, situate at Edstone, near to Pickering, in the North Riding of Yorkshire.

MESSRS. FULLER and MARSH have been favoured with instructions from the Assignees of Messrs. Campion, bankers, of Whitby, bankrupts, to SELL by AUCTION, at the Mart, on Thursday, July 4, at Twelve, in lots, the REVERSIONARY INTERESTS of the bankrupts to a moiety of a valuable freehold landed estate, comprising a superior farm residence, and about 220 acres of excellent wheat, turnip, barley, and meadow land, in a high state of cultivation, situate at Edstone, near to Pickering, in the North Riding of Yorkshire. The estate lies entirely in a ring-fence, and is in the occupation of Mr. John Kipling, a highly respectable tenant, at the moderate rent of 320*l.* per annum. Fox-hounds and harriers are kept in the immediate neighbourhood, besides fine trout fishing and first-rate grouse shooting. To which reversions the purchaser will become entitled on the death of a lady in the 71st year of her age.

The estate may be viewed on application to Mr. John Kipling, the tenant, and particulars may be obtained on the premises; the Black Swan, Pickering; White Horse, Kirby Moorside; Black Swan, York; Angel, Whitby; Hen and Chickens, Birmingham; Cuff's Royal Hotel, Derby; of Messrs. Walker, Hunter, and Simpson, and Mr. Appleton Stephenson, Solicitors, Whitby; of Messrs. J. H. and R. Tyas, Solicitors, 13, Beaufort-buildings, Strand, London; and at the offices of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land-agents, 2, Charlotte-row, Mansion-house.

For Sale.

VERY DESIRABLE PURCHASE.—To be SOLD, the LEASE of a very good, commodious, well FURNISHED RESIDENCE, in substantial and ornamental repair, containing three sitting-rooms, small library, and seven bed-rooms; two good kitchens, and a pretty garden behind, with every convenient requisite. Most pleasantly and conveniently situated in a wide thoroughfare, within five minutes' walk of the Gloucester-gate entrance to the Regent's Park. The Lease is held at a very low rent, and has twelve years unexpired, and the house could be let immediately at a considerable advance. The whole, including an excellent modern grand piano (as good as new), to be sold for 600*l.* and may be entered upon immediately.

For cards of address apply personally, or by letter, post paid, to W. Z. 7, Harrington-street, Regent's-park.

GLOUCESTERSHIRE.

PAPER MILLS.—To be SOLD or LET, with Immediate Possession—All that very Valuable Stack of PAPER MILLS, situate at Gunsmills, in the Forest of Dean, in the county of Gloucester, and now in full work; 8 miles from Ross, 4 from Newnham, on the River Severn, from which place there is water-carriage to Bristol and Wales, and 12 from Gloucester. An excellent supply of Water and Coal, and capability for erecting Steam Engines and Machinery. There are three Vats and six Engines.

Also, an Excellent DWELLING-HOUSE, adjoining, Furnished or Unfurnished, with Garden, Lawn, &c. 4 Cottages, and 36 Acres of Land, or more if required. Two-thirds of the purchase-money may remain on Mortgage, if desired.

Also to be sold, the GOOD-WILL of the Concern, which has been carried on more than 100 years.

Application to view, and for further particulars, to be made to Mrs. LLOYD, on the premises, or to Mr. BORLASE, Solicitor, Mitcheldean, Gloucestershire.

Sales by Auction.

YORKSHIRE.

FACEBY and CARLTON in CLEVELAND, YORKSHIRE.—A most desirable FREEHOLD and TITHE-FREE ESTATE, situate in the townships of Faceby and Carlton in Cleveland, in the North Riding of the county of York, comprising the capital Messuage or Mansion House, called Faceby Lodge, adapted, with some not very expensive additions, for the residence of a family of the first respectability; coach-houses, stables, offices, gardens, flued garden walls (all of modern structure), pleasure-grounds, and plantations of forty years' growth, not to be excelled for timber and ornament; and three excellent Farms of rich Arable, Meadow, and Pasture Land, in a ring-fence, containing 334 acres, well watered and fenced, and studded with fine hedgerow timber, will be SOLD by AUCTION, in One Lot, at the Golden Fleece Inn, in Thirsk, in the said county of York, on Thursday, the 27th day of June, 1844, at Three o'clock in the afternoon.

George Hitching, residing at the mansion-house, will shew the premises; and printed particulars may be obtained on application to Mr. SOWERBY, Solicitor, in Stokesley; Mr. RIDER, Solicitor, in Thirsk; to Messrs. WILLIAMSON and HILL, Solicitors, 4, Verulam-buildings, Gray's-Inn-square, London; Messrs. SHARPE, FIELD, and JACKSON, Solicitors, Bedford-row, London; at the Fleece Inn, Thirsk; and at the principal Inns in Stockton, Northallerton, Boroughbridge, Knaresborough, Leeds, York, and Easingwold.

SOUTH WALES.

GLAMORGANSHIRE.—To be SOLD by AUCTION, by Mr. THOMAS COOKE, at the Cardiff Arms Inn, in the town of Cardiff, on Wednesday, the 10th day of July next, precisely at One o'clock, in the afternoon,

Several valuable FREEHOLD FSTATES, situate in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystredowen, St. Andrew's, Coity, and Penmain, near Swansea, in the county of Glamorgan, containing in the whole 8300 acres, viz. an ESTATE, comprising upwards of 2000 acres of rich arable, meadow, and pasture land, extremely well adapted for turnip husbandry, now let in suitable farms, at low rents, adjoining the town of Lantrissent, and the ancient and picturesque castle of Hensol, the domain of which is surrounded by this estate. It is intersected with good roads, and adjoins the river Ely, which abounds in salmon and trout.

The estate is distant from Cardiff seven miles.

Also, an estate at Paviland, in the Parish of Penmain, near Swansea, comprising 800 acres of excellent arable and pasture land, adjoining the Bristol Channel.

Also, severable valuable estates, lying detached from the above, in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystredowen, St. Andrew, and Coity, in the county of Glamorgan, which will be divided into 25 suitable lots, varying from 1 to 200 acres.

The estates lie in the centre of the rich and fertile county of Glamorgan, which abounds in coal and ironstone, and a large portion of the estate is situate in the mineral basin of South Wales; coal-mines are in work in the immediate neighbourhood of the estate, near which runs the Taff Vale Railway and Glamorganshire canal.

The projected line of railway from Gloucester to Milford Haven will pass through the centre of the estate. The mineral portion of the estate is distant from Merthyr Tydvil ten miles, and from Newbridge two miles.

The sale of the above estates also offers an excellent opportunity to capitalists for the investment of money in a county where the modern improvements in agriculture are making rapid progress, and cannot fail in a few years greatly to enhance the value of land.

Full particulars and plans of the different lots may be obtained after the 1st day of June next, from Mr. EVAN DAVID, Fairwater, near Cardiff; at the Cardiff Arms, Mr. SAMUEL GINDERS, Ingestre, near Stafford; Messrs. [illegible] and HAND, Solicitors, Stafford, or the Auctioneer, [illegible].

The different estates may be viewed on application to Mr. EVAN DAVID, Fairwater, near Cardiff.

Sales by Auction.

DORSET.

HILLFIELD, DORSET.—FREEHOLD ESTATE for Sale.—To be SOLD by AUCTION, by Mr. PERCY, at the King's Arms Inn, Dorchester, on Saturday, the 6th of July next, at 5 o'clock in the afternoon, in one lot, a highly improvable and desirable FARM and ESTATE, called HILLFIELD, situate in the parish of Hillfield, Dorset; comprising a substantial farm-house, yard, barn, stables, waggon-houses, and other convenient outbuildings. Also, a dairy-house, cottages, two thriving orchards, and divers closes and pieces of arable, meadow, pasture, and coppice land, containing together, by statute admeasurement, 349a. 1r. 20p. more or less, in the occupation of Mr. John Bird, as tenant thereof.

The Estate is bounded by the lands of John White, Esq. Charles Cosens, Esq. Mr. John Stone, Mr. John Deering, Thomas Cockram, Esq. and Mr. William Dunning.

The great tithes are commuted at 22*l.* a year, and the vicarial tithes are covered by an annual customary payment of 2*l.* 5*s.* 9*d.* Hillfield is distant from Sherborne 6 miles, from Cerne Abbas, 4 miles, from Dorchester 12 miles, and from Maiden Newton 7 miles.

The Estate lies in the centre of Mr. Farquharson's and Mr. Drax's Hunts, is well watered and timbered, and the whole of the premises are in good repair.

To proprietors of adjoining Estates and to Capitalists, this property will prove a very desirable acquisition and investment.

To view the Estate apply to Mr. JOHN BIRD, at the Farm-house, and for particulars of the same, and other information, to Mr. PERCY, Auctioneer, Sherborne; or Messrs. W. & J. SPARKS, Solicitors, Crewkerne, who have various sums of money ready to be advanced on approved security.

Dated, Crewkerne, 25th May, 1844.

NORTH-RIDING OF YORKSHIRE.

TO CAPITALISTS.—INVESTMENT for TRUST MONEYS.—To be SOLD by AUCTION, altogether, or in lots, at the Black Swan Hotel, York, on Saturday, the 13th day of July, 1844, at Twelve o'clock at noon, the very valuable FREEHOLD MANOR and ESTATE of EASINGTON and LOWLBY, with the GRINKLE PARK MANSION and ESTATE, and divers FARMS, constituting the greater part of the parish of Easington, in the North-Riding of Yorkshire, between Whitby and Guisborough, lying within a ring fence, and comprising altogether 2660 acres (more or less).

The Estate abounds with game, a trout-stream runs through its whole length, and two packs of hounds hunt in the neighbourhood; it is finely timbered, and the sea bounds it at its northern extremity. A daily post is within two miles of the Mansion. Coaches pass twice a day to and from Sunderland, Whitby, Guisborough, Stockton, and Darlington.

Printed Particulars and Conditions of Sale, with a Plan of the Estate, will shortly be ready, and may be had, with any further information, on application to

Mr. JOHN WILKINSON,
Hull, May 1844. Solicitor, Hull.

Sale of Books, &c.

LAW BOOKS AND OFFICE FURNITURE.

MR. HODGSON will SELL by AUCTION, at his Great Room, 192, Fleet-street (corner of Chancery-lane), on Tuesday next, June 25th, and following day, at half-past Twelve, the valuable LAW LIBRARY of John Stone, esq. Barrister-at-Law, deceased, removed from Lincoln's-inn; also, the LAW LIBRARIES of two Barristers retired from the Profession, including Irish Statutes at Large, 1310 to 1800; Corpus Juris Civilis; Gothofredi; Howell's State Trials; Law Journal, 1823 to 1844; Bacon's and Viner's Abridgements; Series of the Reports in Law and Equity, complete to the present time; Modern Treatises and Books of Practice.

The OFFICE FURNITURE comprises Mahogany, Library, and Breakfast Tables, capital ranges of Book-shelves, Writing-desk, Chairs, &c. &c.

To be viewed, and catalogues had.

TWO VALUABLE LAW LIBRARIES of 600 vols. of a Barrister and Conveyancer, removed from chambers in Chancery-lane and Lincoln's-Inn Fields, with office and library fittings, iron chests, &c.; also an Excellent Miscellaneous Library of 2,600 vols. by order of the executors of the late Mrs. Bartlett; Temple Church pulpit, paintings, &c.—Mr. HAMMOND will SELL by AUCTION, at the Rolls Sale Rooms, 28, Chancery-lane, on Thursday, June 27, and following days, at Twelve o'clock, a large quantity of important Professional Property, including two fine series of Equity and Common Law Reports, Statutes, Digests, Abridgements, and general works of reference and practice, many with MS. notes, in excellent condition; 11 feet 6 inches hinged Library Bookcase, and other effects.

To be viewed, and catalogues had at the Estate Agency Offices, 26, Chancery-lane, and 30, Bell-yard.

CITY OF LONDON FASHIONABLE TAILORING ESTABLISHMENT, 52, King William-street, London Bridge.—Messrs. BURCH and LUCAS, Tailors, &c. late J. Albert, respectfully invite Gentlemen and Families to view one of the largest and best-assorted stocks in London, of superfine Cloth, Cassimere, and Waistcoatings of the most novel designs, Cach Merettes for Summer Coats, &c. &c. for the present season. The style of cut and make of every garment are guaranteed equal to the first and most expensive houses at the West End, and for cash payments a saving of 40 per cent. will be effected, and will be found to the wearer much cheaper than the inferior garments made up by puffing Slopsellers and Hosiers, at prices to astonish and delude the public, which description of goods are entirely excluded from this Establishment. 52, King William-street, City.—Established 1818.

New Publications.

THE FIRST PUBLICATION OF

THE VERULAM SOCIETY appeared on Thursday, the 20th instant. It consisted of No. I. of

PRACTICAL REPORTS, comprising the MAGISTRATES' CASES or Easter Term last, by A. BITTLESTON and J. C. SYMONS, Esqrs. Barristers-at-Law.

N.B. The PRACTICAL REPORTS will consist of—I. MAGISTRATES' CASES, by A. BITTLESTON and J. C. SYMONS, Barristers-at-Law. II. PRACTICE CASES, by J. A. FOOTE, T. W. SAUNDERS, I. B. ASPINALL, and H. T. ATKINSON, Esqrs. Barristers-at-Law. III. REAL PROPERTY CASES, by R. G. WELFORD, G. GOLDSMITH, H. BAKER, T. MACAULEY, and G. T. ALLNUTT, Esqrs. Barristers-at-Law. IV. CROWN CASES in the Central Criminal Court and on Circuit; and NISI PRIUS PRACTICE CASES, by various Barristers. Each Case to be authenticated by the Reporter.

The purpose of these PRACTICAL REPORTS is to supply to the Profession, at a trifling cost, and in the convenient compass of a single volume, full Reports of all the Cases likely to be useful in ordinary practice, without the necessity that now exists of purchasing and carrying about with them a mass of cases that are seldom or never referred to, save in the Courts above, where ready access to them can be obtained.

The PRACTICAL REPORTS of the Verulam Society will, it is expected, supply to the members, at a cost of about *twenty shillings* per annum, the above information, which they can now only procure by an outlay of upwards of *twenty pounds* per annum.

They will be issued in Parts, as completed. Each Part will consist of 32 pages large octavo, and will contain nearly as much matter as one of the Parts of the ordinary Reports. The outside leaves will be cut off in binding, so that the sheets will be clean and continuous. It will be stamped, and sent free by post to the Subscribers in the country, as being cheaper and less troublesome than conveyance by parcel. They will form one annual volume.

The price will be, for each Part, to members of the Society, *thirteen pence*; to other persons, *nineteen pence*.

A PORTFOLIO for preserving the numbers of the current volume of the VERULAM SOCIETY REPORTS, so that they may be readily referred to, may be had at the Office, or by order from any Bookseller in the Country, Price 5s.

Members of the Society who may not have ordered the Reports are requested to do so forthwith. We subjoin a

PROSPECTUS OF THE VERULAM SOCIETY.

This Society is established to supply the members with Law Reports and Text Books at accessible prices.

It will consist of an indefinite number of Members.

Any person will be admitted a Member on payment of an entrance fee of 10*s.* 6*d.* before the 1st of August; after that date, the entrance fee will be 1*l.* 1*s.* (to defray the outlay of forming the Society and its current expenses), and an annual subscription of 2*l.* 2*s.* at the least. But payment of the subscription will not be required until the Society proceeds to publish some of the more costly of the works contemplated.

The Members will be entitled to all, or any of, the publications of the Society at the Society's prices. But if more in value be ordered than the amount of subscription will cover, the further sum must be transmitted with the order.

It should be expressly understood that the Members will incur no risks or responsibilities whatever. Arrangements have been made to avoid the difficulties of the Law of Partnership; thus: The works of the Society will be issued by the Publisher of the LAW TIMES at the Office of that Journal, on his single responsibility, as his own publication; but he will be secured from loss by the plan, which will invariably be followed, of sending to all the Members a notice of each publication as it is projected, with a form of order, and none will be published which does not thus previously secure subscribers enough to repay its expenses. By these means the Members will secure all the advantages of a sufficient supply of good and useful Law Books, at the lowest prices at which they can be produced, without incurring any of the risks and liabilities of partnership. This two-fold object is effectually accomplished by making it, in fact, a machinery *for the publication of useful works by subscription.*

The Society commences with the issue of the above series of *Practical Reports*, because its numbers do not yet justify entering on larger undertakings, and in the hope that, once in action, it will receive a large influx of supporters. As soon as the requisite number of Members is obtained, other more important works will be entered upon. *One thousand* Subscribers will justify the publication of a complete series of Reports of all the Courts, and 1,250 will permit the undertaking of a series of practical text-books at one-fourth of their present cost.

It should be understood that the whole of the subscription will be repaid in books, or the balance returned.

Persons desirous of joining the Society are requested to send their names and addresses, with the entrance fee, to the Publisher, at the Offices of the Verulam Society, 29. Essex-street, Strand.

Just published, price 14s.

THE NEW CHANCERY PRACTICE; with Practical Directions, an Appendix of Forms, Orders, and Statutes.

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OWEN RICHARDS, Law Bookseller, &c. 194, Fleet-street.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 22nd day of June, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 65.] SATURDAY, JUNE 29, 1844.

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MONEY. — 1,000*l.* at 4½*l.* per Cent. WANTED, on four newly-built substantial Freehold Houses in Chelmsford, well situate for trade or otherwise.

Also. 3,000*l.* at 4*l.* per Cent. on four newly-built Freehold Shops and four Private Houses in the New London-road, Chelmsford; substantially built, all freehold. This amount could be taken on separate mortgages in moieties, to meet the convenience of lenders.

Apply to Mr. GEORGE JOHN DURRANT, Solicitor, New-street, Chelmsford, who will furnish every information on personal application, or by letter pre-paid.

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MONEY. — 6,000*l.* 4,000*l.* and several smaller sums at 4*l.* per cent. interest, and 2,000*l.* at Three-and-a-Half per Cent. ready to be advanced on mortgage of approved freehold or copyhold estates.

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MONEY.—£60,000, £20,000, £10,000, and several smaller Sums, are ready to be advanced, either separately, together, or in smaller amounts, on approved Mortgage Security, at a moderate rate of Interest.

Apply to Messrs. GORSTS and BIRCHALL, Solicitors, Preston, Lancashire.

MONEY.—Two several Sums of £3,000, One of £5,000, and One of £4,000, ready to be advanced at 4 per cent. interest, on Mortgage of approved Freehold Estates in the County of Kent.

Apply to Mr. WIGHTWICK, Solicitor, Kent.

MONEY.—£10,000, in One or Two Sums, ready to be advanced at a reduced rate of Interest, on approved Landed Securities. Also several Sums under 3,000*l.* ready to be invested in like manner.

Apply to WILLIAM MATTHEWS, Solicitor, Gloucester.

MONEY.—£14,000 Trust Money to be LENT on Mortgage of Freehold or Copyhold Property for a Term. Interest 4 per cent.

Apply to Mr. ROBERT ELLIS, Solicitor, 2, Cowper's-Court, Cornhill, London.

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LAW.—WANTED, by the Advertiser, a Married Man, aged twenty-eight, a SITUATION in a SOLICITOR'S OFFICE; has had sixteen years' experience in offices of great respectability, and is well acquainted with the general business of a country office, writes well and expeditiously, is of industrious and sober habits, and would be found a diligent working clerk. References unexceptionable, salary required would be moderate, the Advertiser's object being a permanent and respectable situation.

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LAW. — WANTED, a MANAGING CLERK thoroughly accustomed to the routine of business of a solicitor's office, and capable of superintending (without the assistance of the Principal if required) the Common Law, Chancery, and Conveyancing departments. No application will be noticed unless it state specifically the office or offices in which the applicant has been employed during the last six years, the length of time he has been engaged in the law, and the salary required.

Direct to M. N., Mr. Laundy's, Law Stationer, 48, Essex-street, Strand.

A SECOND MASTERSHIP of an Endowed Grammar School, in a midland county, may be heard of, and particulars obtained on application to the Director of the Clerical Registry, 14, Surrey-street, Strand, London.

A CHAPLAINCY IN INDIA, of the value of FIVE HUNDRED POUNDS per annum, may be heard of on application to the Director of the Clerical Registry, 14, Surrey-street, Strand, London. No agent need apply.

GRADUATES OF CAMBRIDGE having taken Classical Honours, but not otherwise, may hear of an eligible SECOND MASTERSHIP to a FREE GRAMMAR SCHOOL on applying immediately to the Director of the Clerical Registry, 14, Surrey-street, Strand, London. No agent need apply.

TO LEGAL AUTHORS.—Mr. CROCKFORD, Publisher of the LAW TIMES, can offer unusual facilities for the Publication of Legal Works, the Copyright of which the Author may wish to keep in his own hands.

Agency.

INSOLVENT LAW AGENCY, under the Two Acts of Parliament for the Relief of Insolvent Debtors, as administered in the Bankruptcy Court and the Court for Relief of Insolvent Debtors. As Solicitors of experience in each Court, they will be happy to accept Professional Business in the above Courts, on Agency, from Solicitors who cannot devote their time to Insolvent Cases.

Apply to Messrs. BUCHANAN and GRAINGER, 8, Basinghall-street, opposite the Bankruptcy Court.

Partnerships Wanted.

LAW.—A Married Gentleman, 30 years of age, liberally educated, of industrious habits, and well acquainted with his Profession, is desirous of joining a Gentleman or Firm, in Town or Country (by whom assistance rather than capital is required, as WORKING PARTNER. He would devote himself wholly to business, and be satisfied with a moderate share of profits. Or he would take the management of a business for a limited period, at a salary of 200*l* per annum, with an ultimate view to a Partnership. References unexceptionable.

Address, L. E. H. LAW TIMES Office, Essex-street, Strand, London.

LAW PARTNERSHIP WANTED.—A Gentleman, who has lately been admitted an Attorney and Solicitor, is desirous of entering into Partnership with a Gentleman of established Practice in the North of England. Letters to be addressed to H. H. care of Mr Robert Wilson, 55, Grey-street, Newcastle-upon-Tyne.

TO SOLICITORS.
Auction Sales conducted and Valuations made upon equitable terms.

MR. JOS. WARE respectfully intimates to those persons desirous of disposing of or obtaining tenants for their PROPERTY, whether comprehending Residences, Farms, or Landed Estates, that the same may be REGISTERED, and the particulars thereof circulated amongst his connection, free of charge, thereby rendering his offices a valuable medium through which to effect an advantageous realization of their wishes. Reversionary interests, advowsons, shares, life policies, &c.

Auction and Estate Agency Offices, 48, Old Broad-street, City, and Mary Anne-place, Kingsland-road.

TO SOLICITORS, &c.—Mr. W. H. SIMPSON, AUCTIONEER and SURVEYOR, having succeeded to the business of the late J.A. CREATON (established 1785), begs to announce that he has completely revised, and very considerably REDUCED the scale of CHARGES usually adopted on SALES by AUCTION, and trusts by a strict regard to economy and constant devotion to the interests of those who may honour him with their patronage, to ensure a continuance of their support.

CITY AUCTION and ESTATE OFFICES, 58, Great Tower-street.

Legal Notice.

LANCASHIRE MIDSUMMER SESSIONS.—NOTICE IS HEREBY GIVEN that the GENERAL QUARTER SESSIONS of the PEACE for the County Palatine of Lancaster will be held at the CASTLE of LANCASTER, on MONDAY, the 1st day of July next, at Ten o'clock in the forenoon; and by adjournment at the following places and times, viz.:—

At the Court-house, in PRESTON, on WEDNESDAY, the 3rd day of July next, at Ten o'clock in the forenoon.

At the New Baily Court-house, in SALFORD, near Manchester, on MONDAY, the 8th day of July next, at Ten o'clock in the forenoon.

And at the Court-house, in KIRKDALE, near Liverpool, on WEDNESDAY, the 17th day of July next, at Ten o'clock in the forenoon.

And that all the business relating to the assessment, application, or management of the County Stock or Rate, will commence at such Session respectively, at Eleven o'clock in the forenoon of the first day thereof.

All business arising within the Hundred of Lonsdale is transacted at Lancaster; within the Hundreds of Amounderness, Blackburn, and Leyland, at Preston; within the Hundred of Salford, at Salford; and within the Hundred of West Derby, at Kirkdale.

All Appeals are entered with the Clerk of the Peace, and Motions made to the Court respecting them on the first morning of the Sessions at each of the above-named places; and the trial of such appeals takes place at Lancaster on the 1st day; at Preston and Kirkdale not earlier than Friday, the third day; and at Salford, on Friday, the fifth day.

GORSTS and BIRCHALL, Deputy Clerks of the Peace.
Clerk of the Peace's Office, Preston,
17th June, 1844.

Legal Notice.

PUBLIC NOTICE:—NORTHAMPTON TOWN and BOROUGH SESSIONS.—NOTICE is HEREBY GIVEN, that the GENERAL SESSIONS of the Peace for the Town and Borough of Northampton will be holden at the Guildhall, in the said Town and Borough, on Wednesday, the 3rd day of July next, at ten o'clock in the forenoon, before Nathaniel Richard Clarke, esq. Serjeant-at-law, Recorder of the said town and borough; at which time and place all persons who are bound by recognizance to appear and prosecute, or give evidence upon any bill or bills of indictment, or to answer any charge or charges whatsoever, or have any business to transact at the said Sessions, are required to attend, as the Court will be punctual in entering on the business of the Sessions at the time above-mentioned. And Solicitors are requested to take NOTICE, that in Appeals against Orders of Removal copies of the notice and grounds of appeal, and examination of the pauper, must be filed along with the removal order.

By order of the Court,
GEORGE COOKE, Clerk of the Peace.
Office of the Clerk of the Peace, Northampton,
June 22, 1844.

Sales by Auction.

NORFOLK.

HINGHAM, twelve miles from Norwich, and five miles from a station on the railroad which will be finished from London to Norwich in about twelve months.

TO be SOLD by AUCTION, at the MART, LONDON, on Wednesday, the 24th of July, 1844, at One o'Clock, by Messrs. BROOKS and GREEN (unless in the mean time disposed of by private contract, in Two Lots, two very excellent and compact FREEHOLD RESIDENCES, with land, in a perfect state of repair, and possessing every necessary accommodation.

Lot 1 consists of a handsome MODERN-BUILT HOUSE, situate near the church, in the occupation of S. H. L. N. Gilman, esq. fitted up with every convenience, regardless of expense, freehold and land-tax redeemed, together with beautiful pleasure-grounds, kitchen-garden, conservatory, approached by a broad paved walk covered with a verandah, and overlooking its delightful and well-timbered park, in all about thirty-seven acres, in a ring fence; the farm buildings are judiciously placed,—convenient, without being the least annoyance to the house. This residence is at present elegantly furnished, and the purchaser may have the option of buying the planned furniture by valuation.

Lot. 2 consists of a most conveniently fitted-up FREEHOLD RESIDENCE in the Elizabethan style of architecture, in complete substantial and ornamental repair, a large sum of money having lately been expended upon the premises. It is called "Bear's Farm," situate within half a mile of the town of Hingham, together with upwards of 47 acres of land, in a high state of cultivation; excellent kitchen garden, stabling, and outbuildings, equally well arranged. The tenants of these properties will enjoy the privileges of the well-endowed Hingham Grammar School.

For printed particulars and tickets to view, apply to the proprietor, S. H. L. N. Gilman, esq. Hingham, or Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street, at whose gallery cosmoramic views of the estates may be seen.

Putney—Plat House—Unreserved Sale.

MESSRS. BROOKS and GREEN, having sold the estate by private contract, have received instructions from the Executors of the late Benjamin Bovill, esq. to SELL by AUCTION, without reserve, on the premises, on Wednesday and Thursday, the 3rd and 4th of July, all the HOUSEHOLD FURNITURE, Turkey and Brussels carpets, proof prints by Sharp, Watts, Brown, Bartolozzi, and others, oriental and Chelsea china, most excellent beds and blankets, moreen and chintz window curtains, a few dozen of choice wines, 300 greenhouse plants, two splendid orange trees, iron roller, greenhouse stages, melon frames, &c.

May be viewed, two days preceding the sale, and catalogues had at the Hall of Commerce, Threadneedle-street; the Talbot, Richmond; the Spread Eagle, Wandsworth; the Rose and Crown, Wimbledon; on the premises, Plat House, Putney: of T. M. CATTLIN, Esq. Solicitor, Ely-place, Holborn; and of Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street.

For Sale.

INVESTMENT, to pay 4½ per Cent.—To be SOLD, by PRIVATE CONTRACT, a most desirable FARM of about 80 acres of Land, of the very best quality, with farm-house and buildings, situate in a market-town in Suffolk; let at a low rent to a most unexceptionable tenant, whose agreement for lease expires in October next.

Apply to Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-st.

To be Sold.

FOR SALE by PRIVATE CONTRACT, the peculiar FREEHOLD CHURCH, RECTORY, and MANOR of DAVINGTON (exempt from all Ecclesiastical jurisdiction), with immediate possession; together with the Rectory House, Glebe, and Premises, adjoining the Church, and delightfully situate near the town of Faversham, in Kent, on a dry, beautiful, and healthy elevation, commanding fine scenery extending to the sea.

The tithes are commuted, and the income is nearly 400*l.* per annum.

Full particulars may be obtained of Messrs. SHEPHERD and FASSELL, Solicitors, Faversham; or of Messrs. WATERMAN, WRIGHT, and KINGSFORD, Solicitors, 23, Essex street, Strand, London.

To be Let.

PLASHET.—To be LET, for a Term of Years, or otherwise, a very substantial RESIDENCE, standing in its own grounds of 20 acres of land (in first-rate pasture and gardens), well suited for a Dowager Lady retired, or aged Nobleman, containing all the accommodation required in the arrangement of established families employing a large household, and occupying a mansion of 16 or 18 apartments. Stabling, farm-buildings, &c. on a suitable scale for carriages and stock. The situation is unexceptionably dry, the air is soft and bracing, and in salubrity not to be excelled in the environs of London, especially as a winter residence. Rent, 300*l.* per annum, including fixtures to a large amount, and 50*l.* in cottages on the estate.

For further particulars apply to Mr. MAXON, 6, Little Friday-street; or Messrs. GILLOW, 176, Oxford-street.

Sales by Auction.

NORTH-RIDING OF YORKSHIRE.

TO CAPITALISTS.—INVESTMENT for TRUST MONEYS.—To be SOLD by AUCTION, altogether, or in lots, at the Black Swan Hotel, York, on Saturday, the 13th day of July, 1844, at Twelve o'clock at noon, the very valuable FREEHOLD MANOR and ESTATE of EASINGTON and BOWLBY, with the GRINKLE PARK MANSION and ESTATE, and divers FARMS, constituting the greater part of the parish of Easington, in the North-Riding of Yorkshire, between Whitby and Guisborough, lying within a ring fence, and comprising altogether 2660 acres (more or less).

The Estate abounds with game, a trout-stream runs through its whole length, and two packs of hounds hunt in the neighbourhood; it is finely timbered, and the sea bounds it at its northern extremity. A daily post is within two miles of the Mansion. Coaches pass twice a day to and from Sunderland, Whitby, Guisborough, Stockton, and Darlington.

Printed Particulars and Conditions of Sale, with a Plan of the Estate, will shortly be ready, and may be had, with any further information, on application to

Mr. JOHN WILKINSON,
Hull, May 1844. Solicitor, Hull.

STAFFORDSHIRE. VALUABLE AND EXTENSIVE ESTATES.—To be SOLD by AUCTION, by CHARLES KNIGHT, at the Vine Inn, Stafford, in the county of Stafford, on Tuesday, the 23rd day of July, 1844, at Two o'clock in the afternoon, several valuable ESTATES, containing upwards of two thousand and fifty acres of land, situate in the southern division of the county of Stafford, viz.:—

THE SEVERAL MANORS OF CHURCH EATON AND WOOD EATON,

With the Chief Rents appurtenant thereto. The complete and eligible Estate called

"THE WOOD EATON ESTATE,"

Containing upwards of 835 acres of rich arable, meadow, and pasture Land. The compact and desirable messuage called

WOOD EATON HALL,

With other Farm Houses, Buildings, and several Cottages and Gardens, in the most complete state of cultivation and repair, in the several occupations of Henry Cotterill, esq. Mr. George Parkes, and others. An excellent and substantially-built

WAREHOUSE, WITH DWELLING-HOUSE,

Machine, and Wharf, and 32 Acres of Land, lying on the bank of the Liverpool and Birmingham Canal, in the occupation of Thomas Haynes. Also several small lots of LAND, lying within the parish of Church Eaton, in the occupation of Mr. Thomas Bennet and others.

THE MANOR OF AND ESTATE AT THE REULE,

In the parish of Bradley, containing 328 acres in a ring fence, and adjoining, on one side, to the Wood Eaton Estate, together with suitable buildings, &c. in good repair, in the occupation of Mr. John Shutt.

AN ESTATE AT ALLSTON.

In the parishes of Gnosall and Haughton, containing 109 acres, with buildings, &c. attached, in the occupation of Mr. Thomas Babb. Also,

THE MANOR OF, AND ESTATE AT, MITTON,

In the parish of Penkridge, containing about 686 acres of excellent land, in a ring fence, with three farm houses, buildings, &c. in the several occupations of Mr. Thomas Bennett, Mrs. Elisabeth Rogers, and Mr. Edward Shemilt, in a most complete state of repair.

The whole of the above estates are in a high state of cultivation, and let to a most respectable tenantry, offering to the public an opportunity seldom to be met with of investing capital. The Liverpool and Birmingham Canal runs through the Wood Eaton Estate, and the projected line of Railway from Shrewsbury to Stafford passes through the Wood Eaton and Reule Estates. The estates are situate about 12 miles from Wolverhampton, 5 from Stafford, and 7 from Newport. They abound in game, and lie contiguous to the preserves of Lord Hatherton, and T. W. Giffard, esq.

Printed particulars, with maps of the estates, may be had after the 10th day of June, from Mr. SAMUEL GINDERS, Land Agent, Ingestre; Messrs. KEEN and HAND, Solicitors, Stafford, or from the Auctioneer, Stafford.

Sales by Auction.

NORFOLK.

MARSHLAND.—DESIRABLE INVESTMENT, in the immediate neighbourhood of the well-frequented market-town and port of Wisbech, which is likely to be rendered more productive by means of the several railways now in contemplation between Norfolk and the North and West of England. To be SOLD by AUCTION, on Saturday, the 27th day of July, by Messrs. CROSS and SON, at the White Hart Hotel, Wisbech, at Three o'clock in the afternoon, a most valuable FREEHOLD and COPYHOLD ESTATE, in the parishes of Walsoken, Walpole, and Leverington, in the County of Norfolk, comprising several Cottages, Barns, Stables, and other buildings; and about one hundred and thirty-four acres of arable and pasture Land in the highest state of cultivation, which will be offered in Lots, as the same are described in the map or plan belonging to the said estate.

Particulars may be obtained at the principal Inns in the neighbourhood; in London, of HILLER GOODMAN, Esq. Solicitor, 63, Lincoln's-Inn Fields; and of FREDERICK LANE, Esq. Solicitor, Lynn.

NORFOLK FARMS.—Desirable Investment, situate nearly equidistant from the important and flourishing sea-port town of King's Lynn and the well-frequented market-town of Swaffham, which is likely to be rendered more productive by means of the several railways now in contemplation between Norfolk and the North and West of England.—To be SOLD by AUCTION, on Monday, the 29th day of July, 1844, by Mr. W. WRIGHT, at the Crown Inn, Swaffham, at Three o'clock in the Afternoon, a most valuable ESTATE, tithe-free (except a small modus, part being freehold, and the remainder copyhold), with fine certain, in the parish of Pentney, in the county of Norfolk, comprising two commodious Farm-Houses, with Cottages, Barns, and other Farm-Buildings, and about 495 Acres of Arable, Pasture, and Fen Land, which will be offered in Lots, as the same are described in the map, or plan, belonging to the said Estate.

Particulars may be obtained at the principal Inns in the neighbourhood; in London, of HILLER GOODMAN, Esq. Solicitor, 63, Lincoln's-Inn Fields; and of FREDERICK LANE, Esq. Solicitor, Lynn.

MARSHLAND FARM, NORFOLK.—DESIRABLE INVESTMENT, in the immediate neighbourhood of the flourishing town and port of KING'S LYNN, which is likely to become more productive, by means of the several railways now in contemplation between Norfolk and the West and North of England. To be SOLD by AUCTION, on Tuesday, the 30th day of July, 1844, by Mr ROBINSON CRUSO, at the Globe Hotel, Lynn, at 1 o'clock in the afternoon, a most valuable FREEHOLD ESTATE, with a small part COPYHOLD, the whole being free from Land-tax, in the parishes of Tilney St. Lawrence, Tilney All-Saints, and Islington, in the county of Norfolk, comprising a Capital DWELLING-HOUSE and Farming Offices, and about One Hundred and Fifty-six Acres of ARABLE and PASTURE LAND, in the highest state of cultivation; which will be offered in Lots, as the same are described in the Map or Plan belonging to the said Estate.

Particulars may be obtained at the principal inns in the neighbourhood; in London, of HILLER GOODMAN, Esq. Solicitor, 63, Lincoln's Inn-Fields; and of FREDERICK LANE, Esq. Solicitor, Lynn.

LANCASHIRE.

ELLEL GRANGE ESTATES, NORTH LANCASHIRE.—To be SOLD by AUCTION, in the month of October, 1844, at Lancaster (unless previously disposed of by private contract), the beautiful and highly desirable MANSION-HOUSE and ESTATE, called "ELLEL GRANGE," for many years the residence of the late Richard Atkinson, esq. situate about six miles south of Lancaster, and about three-quarters of a mile from two of the stations on the Lancaster and Preston Junction Railway.

Also, the "CRAGG HALL," "BANTON HOUSE," and "WALKERS I'THE FIELDS" Estates, all situate in the township of Ellel, near Lancaster, and comprising upwards of 350 acres of Freehold Tenure, and the principal part tithe-free (the rest being subject to small moduses payable in lieu of tithes), in the occupation of respectable and responsible tenants.

The Mansion-house, called "Ellel Grange," is surrounded by pleasure-grounds and wood, and about 150 acres of the property, is approached by a carriage-drive from the Lancaster and Preston turnpike-road, of nearly half a mile in length, at the entrance of which an appropriate and picturesque gate-keeper's lodge is situate.

The Mansion contains on the ground-floor, entrance-hall, dining-room, and billiard-room, each 24 feet by 18; library, 16 feet by 14 feet; together with spacious and commodious kitchens and servants' offices, with steward's and housekeeper's rooms. On the first floor, drawing-room, 24 feet by 18 feet; boudoir; nine excellent bedrooms, two of them with dressing-rooms attached, &c. &c.; with servants' rooms over.

Coach-houses, stabling for seven horses, barns, shippons, &c. are at a convenient distance from the house. Gardens, with hot-house, green-house, &c. are contiguous.

For particulars apply to Mr. LAMB, Hay Carr, near Lancaster; Mr. WILLIAM SHARP, 2, Verulam-buildings, Gray's-inn, London; and Mr. JOHN SHARP, Solicitor, in Lancaster.

Sale of Books, &c.

VALUABLE LAW LIBRARIES of Two Barristers retiring, removed from Lincoln's-Inn Fields and Chancery-lane, comprising two fine Series of the Equity and Common Law Reports, Statutes, Abridgements, Digests, and general works of reference and practice; also, the Furniture of Chambers, Share in the Law Institution, &c. &c.

Mr. HAMMOND will SELL by AUCTION, at the Rolls Auction-rooms, 28, Chancery-lane, on Friday next, July 5, at Twelve o'clock, the above important collection of Law Books, Furniture, Temple Church Pulpit, Antique Fittings, &c.

To be viewed, and Catalogues had.

For Sale.

FREEHOLD MESSUAGE and LAND at SELLINGE, in KENT.—To be SOLD, by PRIVATE CONTRACT, all that Messuage or Tenement, consisting of a Drawing-room, Dining-room, Six Bed-rooms, with Kitchen, Dairy, Cellars, and other convenient Offices, Coach-house, four-stall Stable, Barn, and another Stable for four horses, with large walled-in Garden, and also a good Lawn in front, surrounded with ornamental fir trees. Also five pieces or parcels of Pasture and Arable Land immediately adjoining (two acres only arable), containing 19a. 2r. 14p. more or less: all which Messuage or Tenement, Lands, and Premises are situate in the parish of Sellinge, in Kent, five miles from the improving watering-place of Hythe, and three miles from the Hythe South eastern Railway station (from which there are eight trains to and from London daily), and abutting to the turnpike-road leading from Ashford to Hythe, and now in the occupation of Mr. Edward Hammon or his tenants.

For further particulars, and to treat for the purchase, apply to Mr. Edward Hammon, Sellinge, near Hythe; or to Messrs. BROCKMAN and WATTS, Solicitors, Hythe.

June 15, 1844.

GOOD INVESTMENT.—To be SOLD, to pay 8½ per Cent. for 850*l*, Two new LEASEHOLD HOUSES, pleasantly situated close to Camberwell main road. Seventy years' lease, at low ground-rents. No land-tax.

Also, One HOUSE, for 500*l.* in the same situation.

Apply post free, to Mr. THOMAS MITCHELL, 40, Brown's-lane, Spitalfields-market.

LEA and PERRINS' WORCESTERSHIRE SAUCE.

Prepared from a Recipe of a Nobleman in the County.

"One of the most piquant inventions of this luxurious and epicurean age is Lea and Perrins' Worcestershire Sauce, adapted to Fish, Flesh, Fowl, and Soup: giving a zest far superior to the long-established favourites, more wholesome and of less cost."—*Naval and Military Gazette*, April 8, 1843.

Copy of a testimonial from Capt. Hosken.

"Great Western Steam-ship,
"June 6, 1844.

"The cabin of the Great Western has been regularly supplied with Lea and Perrins' Worcestershire Sauce, which is adapted for every variety of dish; from turtle to beef, from salmon to steaks—to all of which it gives a famous relish. I have great pleasure in recommending this excellent sauce to captains and passengers for its capital flavour, and as the best accompaniment of its kind, for a voyage.

(Signed) "JAMES HOSKEN."

Sold, Wholesale by the Proprietors, Messrs. LEA and PERRINS, Worcester; Messrs. BARCLAY and SONS, Farringdon-street, and the principal Oil and Italian Warehousemen, London; and Retail, by the usual venders of Sauces.

IMPORTANT to the FASHIONABLE WORLD.—By far the most influential of all the graces that contribute to personal adornment is the hair. Its recovery, preservation, and improvement, proportionably concern the elegantes of a fashionable circle, and any information which will insure these desirable results will be hailed as an inestimable boon. The following extract from the letter of a respectable Chemist in Bridlington will be read with the highest interest:—

"A lady, a customer of mine, has found great benefit from the use of your Balm. About six months ago her hair nearly all fell off. I recommended her to try your Balm of Columbia, which she did. In the course of a few applications, the hair ceased to fall off. Before she had used one 3s. 6d. bottle it began to grow very profusely, and she has now a very beautiful head of hair.

"I am, gentlemen, yours respectfully,
"WM. SMITH,
"Chemist and Druggist, Market-place,
Bridlington.

"To Messrs. C. and A. Oldridge, March 13, 1844."

C. and A. OLDRIDGE'S BALM causes the hair to curl beautifully, frees it from scurf, and stops it from falling off, and a few bottles generally restore it again; it also prevents greyness. Price 3s. 6d., 6s., and 11s. per bottle. No other prices are genuine.

Oldridge's Balm of Columbia, 1, Wellington-street, the second house from the Strand.

CHOICE of a SERVANT.—DOMESTIC BAZAAR, 326, Oxford-street, corner of Regent's-circus, established 1830.—Families in want of good Servants will decidedly find their interest consulted by applying at the Bazaar, as domestics are waiting to be hired from ten to five, and to insure giving satisfaction, none but those of the best description are suffered to attend. The subscriber may select any servant likely to suit, who refers to the family with whom she last lived; and should inquiries not prove satisfactory, they may select others. This thoroughly straightforward method has been found to give universal satisfaction, and the farce of applying to tradespeople, and waiting an indefinite period, is therefore obviated, as at this establishment a respectable servant can be procured immediately. Fee for one servant, 2s. 6d.; for as many as may be required, 14s. per annum.

CITY OF LONDON FASHIONABLE TAILORING ESTABLISHMENT, 52, King William-street, London Bridge.—Messrs. BURCH and LUCAS, Tailors, &c. late J. Albert, respectfully invite Gentlemen and Families to view one of the largest and best-assorted stocks in London, of superfine Cloth, Cassimere, and Waistcoatings of the most novel designs, Cash Merettes for Summer Coats, &c. &c. for the present season. The style of cut and make of every garment are guaranteed equal to the first and most expensive houses at the West End, and for cash payments a saving of 40 per cent. will be effected, and will be found to the wearer much cheaper than the inferior garments made up by puffing Slopsellers and Houses, at prices to astonish and delude the public, which description of goods are entirely excluded from this Establishment. 52, King William-street, City.—Established 1832.

NECROLOGY.

MR. O'HANLON.

We record with much regret the death of Mr. O'Hanlon, counsel to the Irish office. It appeared that the deceased swallowed a fish-bone on Sunday week, which, after some difficulty, passed into the stomach, but unfortunately it caused irritation in the lower intestines, which were at the time predisposed to inflammation. On the Tuesday evening a violent inflammation came on, and in the middle of the night mortification, and the next day death. Mr. O'Hanlon was still in the full vigour of manhood, and his healthful and athletic appearance gave all earthly promise of a long life.—*Observer.*

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTHS.

LABOUCHERE.—On the 24th of June, at Datchet, the wife of the Right Hon. Henry Labouchere, M.P. of a daughter.

GRANT.—On the 26th instt at Cambridge-terrace, Hyde-park, the lady of William Grant, esq. barrister-at-law, of a daughter.

MARRIAGE.

MOORE, John Aldin, esq. B.A. of the Inner Temple, to Harriet Masters, daughter of the late Thomas Usborne, esq. of Croydon, on the 20th inst. at St. Giles's-in-the-Fields.

DEATHS.

DOIDGE, Richard, esq. a magistrate for the county of Cornwall, aged 58, on the 22nd inst. at Trenoldden.

FENTON, Perrot, esq. of Doctors' Commons, aged 71, on the 19th inst. at Widow-brook, near Eton, Bucks.

Sales by Auction.

Periodical Sale.—Absolute Reversion to 371*l*. 4*s*. 1*d*. Consols, standing in the names of highly respectable Trustees.

MESSRS. FULLER and MARSH have been favoured with instructions to include in their next Periodical Sale, appointed to take place at the Mart, on Thursday next, July 4, at twelve, the ABSOLUTE REVERSION in and to the SUM of 371*l*. 4*s*. 1*d*. Consols, payable on the decease of a lady at an advanced age.

Particulars may be obtained, ten days prior to the sale, at the Mart; of George Ware, esq. Solicitor, 33, Blackman-st. Southwark; and at the offices of Messrs. FULLER and MARSH, Auctioneers and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Periodical Sale.—Valuable old Policy for 2,000*l*. in the Equitable, on which no premiums will be payable after 1853.

MESSRS. FULLER and MARSH have been instructed to include in their Next Periodical Sale, appointed to take place at the Mart, on Thursday next, July 4, at Twelve, in lots, a POLICY for 2,000*l*. effected with the Equitable Life Office, Bridge-street, Blackfriars, on which no premium will be payable after 1853.

Particulars may be obtained at the Mart; of George Ware, esq. Solicitor, 33, Blackman-street, Southwark; and at the offices of Messrs. FULLER and MARSH, for the sale of reversions, annuities, shares, policies, &c. 2, Charlotte-row, Mansion-house.

Periodical Sale.—Contingent Reversion to the Sum of 1,100*l*.

MESSRS. FULLER and MARSH have been favoured with instructions to include in their next Periodical Sale, appointed to take place at the Auction Mart, on Thursday next, July 4, at Twelve, in lots, the CONTINGENT REVERSION to the SUM of 1,100*l*. payable on the decease of a lady in the 62nd year of her age.

Particulars may be obtained at the Mart; and at the offices of Messrs. FULLER and MARSH, 2, Charlotte-row, Mansion-house.

In the North Riding of Yorkshire.—Valuable Freehold Estate, comprising a capital brick-built Family Residence, situate in one of the most preferable parts of the sea-port town of Whitby.

MESSRS. FULLER and MARSH have been favoured with instructions from the Assignees of Messrs. Campion, bankers, of Whitby, bankrupts, to SELL by AUCTION, at the Mart, on Thursday next, July 4, at Twelve, the REVERSIONARY INTERESTS of the bankrupts in and to a MOIETY of a valuable FREEHOLD ESTATE, comprising a capital brick-built Family Residence, Offices, and Gardens, situate in the valley of Bagdale, the principal entrance to the old-established and well-known seaport-town of Whitby, which, when the intended railway between York and Scarborough is completed, is expected to become one of the most favourite and fashionable watering-places in the north of England; to which reversion the purchaser will become entitled on the death of a lady in the 71st year of her age.

Particulars may be obtained on the premises; Angel, Whitby; of Messrs. Walker, Hunter, and Simpson, and Mr. Appleton Stephenson, Solicitors, Whitby; of Messrs. J. H. and R. Tyas, Solicitors, 13, Beaufort-buildings, Strand; and of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land Agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Valuable Reversionary Interests.

MESSRS. FULLER and MARSH have been favoured with instructions from the Assignees of Messrs. Campion, of Whitby, bankrupts, t SELL by AUCTION, at the Mart, on Thursday next, July 4, at Twelve, in lots, the ABSOLUTE REVERSION to three fifth parts or shares of the sum of 200*l*. amply secured on a freehold farm, situate at Hawsker, in the parish of Whitby; also the Absolute Reversion to three fifth parts or shares of the sum of 100*l*.; also the Absolute Reversion to the three fifth parts or shares of the dividends that will arise on the proofs of 2,113*l*. 2*s*. 6*d*. and 1,056*l*. 11*s*. 3*d*. from a bankrupt's estate.

Particulars may be obtained on the premises; Angel, Whitby; of Messrs. Walker, Hunter, and Simpson, and Mr. Appleton Stephenson, Solicitors, Whitby; of Messrs. J. H. and N. Tyas, Solicitors, 13, Beaufort-buildings, Strand; and of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land-agents, 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Important and valuable Freehold Estate, tithe-free and land-tax redeemed, situate at Edstone, near to Pickering, in the North Riding of Yorkshire.

MESSRS. FULLER and MARSH have been favoured with instructions from the Assignees of Messrs. Campion, bankers, of Whitby, bankrupts, to SELL by AUCTION, at the Mart, on Thursday next, July 4, at Twelve, in lots, the REVERSIONARY INTERESTS of the bankrupts to a moiety of a valuable freehold landed estate, comprising a superior farm residence, and about 220 acres of excellent wheat, turnip, barley, and meadow land, in a high state of cultivation, situate at Edstone, near to Pickering, in the North Riding of Yorkshire. The estate lies entirely in a ring fence, and is in the occupation of Mr. John Kipling, a highly respectable tenant, at the moderate rent of 320*l*. per annum. Fox-hounds and harriers are kept in the immediate neighbourhood, besides fine trout fishing and first-rate grouse shooting. To which reversions the purchaser will become entitled on the death of a lady in the 71st year of her age.

The estate may be viewed on application to Mr. John Kipling, the tenant, and particulars may be obtained on the premises; the Black Swan, Pickering; White Horse, Kirby Moorside; Black Swan, York; Angel, Whitby; Hen and Chickens, Birmingham; Cuff's Royal Hotel, Derby; of Messrs. Walker, Hunter, and Simpson, and Mr. Appleton Stephenson, Solicitors, Whitby; of Messrs. J. H. and R. Tyas, Solicitors, 13, Beaufort-buildings, Strand, London; and at the offices of Messrs. FULLER and MARSH, Auctioneers, Surveyors, and Land-agents, 2, Charlotte-row, Mansion-house.

Sales by Auction.

Periodical Sale of Reversionary Interests, Annuities, Life Policies, and all descriptions of Securities dependent upon human life, Advowsons, Next Presentations, Shares, Debentures, &c.

MESSRS. FULLER and MARSH having adopted the system of Periodical Sales by Auction, are enabled to offer to persons expectant, or otherwise interested in the sale of the above description of property, the most prompt, economical, and satisfactory mode of disposing thereof, as by classifying these interests and properties in the same particular and for the same day, much expense is avoided, and a far greater competition secured. The Periodical Sales for the present year will take place as follows:—Thursday next, July 4; Thursday, August 1; Thursday, September 5; Thursday, October 3; Thursday, November 7; Thursday, December 5. The next Periodical Sale will take place at the Mart on THURSDAY next, JULY 4. Messrs. FULLER and MARSH beg to call the attention of the public to the economy and expedition of this system of business, as they are thereby enabled to put up each property for the sum of two guineas and a half, including all expenses, should a sale not be effected. Parties desirous of disposing of property of this description should forward full particulars of the same to Messrs. FULLER and MARSH'S Offices on or before the 20th inst.

Particulars may be obtained at 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

Periodical Sale.—Valuable Absolute Reversion in the sum of 20,787*l*. 10*s*. Consols.

MESSRS. FULLER and MARSH have been favoured with instructions to include in their next Periodical Sale, appointed to take place at the Mart, on Thursday next, July 4, Twelve, in lots, the ABSOLUTE REVERSION in and to one-eighth part of a share of the sum of 20,787*l*. 10*s*. Consols, payable on the death of a lady in the 69th year of her age, standing in the names of highly respectable trustees.

Particulars may be obtained at the Mart; at Hatchett's Hotel, Piccadilly; of George Ware, esq. solicitor, 38, Blackman-street, Southwark; and at the offices of Messrs. FULLER and MARSH, for the sale of reversions, annuities, shares, policies, &c. 2, Charlotte-row, Mansion-house.

Periodical Sale.—Established 1803.—Valuable Absolute Reversion to Improved Rents, amounting to 400*l*. per annum.

MESSRS. SHUTTLEWORTH and SONS are instructed to include in the Monthly Sale of Reversionary Interests, &c. appointed to take place at the Mart, on Friday, July 5, at Twelve, the absolute REVERSION to the IMPROVED RENTS, amounting to the sum of 400*l*. per annum, secured upon, and issuing out of, Twenty-eight Houses, situate in Lloyd's-row and Thomas-street, adjoining the Islington Spa, or New Tunbridge Wells, in the parish of St. James, Clerkenwell, to which the purchaser will be entitled upon the termination of the sub-leases.

Particulars may be obtained of Messrs. GREGORY, FAULKNER, GREGORY, and BOURDILLON, Solicitors, 1, Bedford-row; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Periodical Sale.—Established 1803.—Life Interest in 3,324*l*. 2*s*. Consols and Policies, in the Globe and Law Life Assurance Societies.

MESSRS. SHUTTLEWORTH and SONS are instructed to include in the Monthly Sale of Reversionary Interests, &c. appointed to take place at the Mart, on Friday, July 5, at Twelve, in Lots, the LIFE INTEREST of a Lady, aged 45 years, in the dividends arising from the sum of 3,324*l*. 2*s*. Consols, also the contingent Reversionary Interest in the principal fund; a Policy for 1,000*l*. effected with the Law Life Society in 1842, on the life of the above lady; and a Policy for 700*l*. effected with the Globe Assurance Society in 1841, same life.

Further particulars may be obtained of Messrs. H. and O. WEBB, Solicitors, 22, Sackville-street, Piccadilly; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Periodical Sale.—Established in 1803.—In Bankruptcy.—Valuable Reversionary Interests, Policies of Assurance in the National, Equitable, and London Life Assurance Offices; Shares in the Alliance, Neptune, Marine, Australasian, Colonial, and General Life Assurance Offices, Anglo-Mexican Mining Company, and Western Australian Company.

MESSRS. SHUTTLEWORTH and SONS are instructed by the Assignees to include in the next Monthly Sale of Reversionary Interests, &c. appointed to take place at the Mart, on Friday, July 5, at 12, in lots, the CONTINGENT REVERSIONARY LIFE INTEREST of a gentleman, in his 43rd year, in a moiety of 700*l*. Three-and-a-Half per Cents.; 1,365*l*. 3*s*. 4*d*. Three per Cents.; 2,922*l*. 11*s*. 2*d*. Three-and-a-Half per Cents.; and 3,330*l*. 10*s*. 1*d*. Three per Cents.; the ditto in 1,036*l*. 5*s*. 4*d*. Three-and-a-Half per Cents.; 51*l*. 8*s*. 3*d*. Three per Cents. and twenty-five 100*l*. Shares in the Alliance Assurance company; the Contingent Reversionary Life Interest of a gentleman in his 41st year, in 7,765*l*. 6*s*. 8*d*. Three-and-a-Half per Cents.; the Contingent Reversionary Interest in two-thirds of 2,537*l*. 7*s*. 2*d*. Three per Cents.; the ditto in three-fourths of 850*l*. sterling; and a ditto in three-fourths of 450*l*. Three per Cents.; a Policy for 3,000*l*. in the National Life Assurance Society, effected in 1830; a ditto for 2,000*l*. in the Equitable Assurance Society, effected in 1837; and a ditto for 1,500*l*. in the London Life Assurance Society, effected in 1837; 100 Shares of 50*l*. each in the Neptune Marine Assurance Company; 20 Shares of 100*l*. each in the Australasian, Colonial, and General Life Assurance Company; a Moiety of five Shares of 100*l*. each in the Anglo-Mexican Mining Company; and one Share of 500*l*. in the Western Australian Company.

Particulars may be had of Mr. W. H. ASHURST, Solicitor, 137, Cheapside; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Sales by Auction.

Periodical Sale.—Established 1803.—Valuable Old Palladium Policy for 4,817*l*. 11*s*. 8*d*.

MESSRS. SHUTTLEWORTH and SONS are instructed to include in the Monthly Sale of Reversionary Interests, &c. appointed to take place at the Mart, on Friday, July 5, at Twelve, by order of the Mortgagee, with the concurrence of the Assignees, a POLICY for the Sum of 4,000*l*. with the Bonuses thereon, amounting to 817*l*. 11*s*. 8*d*. making together the sum of 4,817*l*. 11*s*. 8*d*. effected with the Palladium Life Assurance Society in November 1824: life 66.

Particulars may be obtained of J. FOLLETT, Esq. Official Assignee, Sambrook-court, Basinghall-street; Mr. MURRAY, Solicitor, London-street, Fenchurch-street; Messrs. TUCKER and STEAVENSON, Solicitors, Sun Chambers, Threadneedle-street; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

SOUTH WALES.

GLAMORGANSHIRE.—To be SOLD by AUCTION, by Mr. THOMAS COOKE, at the Cardiff Arms Inn, in the town of Cardiff, on Wednesday, the 10th day of July next, precisely at One o'clock, in the afternoon,

Several valuable FREEHOLD ESTATES, situate in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystredowen, St. Andrew's, Coity, and Penmain, near Swansea, in the county of Glamorgan, containing in the whole 3300 acres, viz. an ESTATE, comprising upwards of 2000 acres of rich arable, meadow, and pasture land, extremely well adapted for turnip husbandry, now let in suitable farms, at low rents, adjoining the town of Lantrissent, and the ancient and picturesque castle of Hensol, the domain of which is surrounded by this estate. It is intersected with good roads, and adjoins the river Ely, which abounds in salmon and trout.

The estate is distant from Cardiff seven miles.

Also, an estate at Parkland, in the Parish of Penmain, near Swansea, comprising 300 acres of excellent arable and pasture land, adjoining the Bristol Channel.

Also, severable valuable estates, lying detached from the above, in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystradowen, St. Andrew, and Coity, in the county of Glamorgan, which will be divided into 25 suitable lots, varying from 1 to 200 acres.

The estates lie in the centre of the rich and fertile county of Glamorgan, which abounds in coal and ironstone, and a large portion of the estate is situate in the mineral basin of South Wales; coal-mines are in work in the immediate neighbourhood of the estate, near which runs the Taff Vale Railway and Glamorganshire canal.

The projected line of railway from Gloucester to Milford Haven will pass through the centre of the estate. The mineral portion of the estate is distant from Merthyr Tydvil ten miles, and from Newbridge two miles.

The sale of the above estates also offers an excellent opportunity to capitalists for the investment of money in a county where the modern improvements in agriculture are making rapid progress, and cannot fail in a few years greatly to enhance the value of land.

Full particulars and plans of the different lots may be obtained after the 1st day of June next, from Mr. EVAN DAVID, Fairwater, near Cardiff; at the Cardiff Arms, Mr. SAMUEL GINDERS, Ingestre, near Stafford; Messrs. KEEN and HAND, Solicitors, Stafford, or the Auctioneer, Hereford.

The different estates may be viewed on application to Mr. EVAN DAVID, Fairwater, near Cardiff.

DORSET.

HILLFIELD, DORSET.—FREEHOLD ESTATE for Sale.—To be SOLD by AUCTION, by Mr. PERCY, at the King's Arms Inn, Dorchester, on Saturday, the 6th of July next, at 5 o'clock in the afternoon, in one lot, a highly improvable and desirable FARM and ESTATE, called HILLFIELD, situate in the parish of Hillfield, Dorset; comprising a substantial farm-house, yard, barn, stables, waggon-houses, and other convenient outbuildings. Also, a dairy-house, cottages, two thriving orchards, and divers closes and pieces of arable, meadow, pasture, and coppice land, containing together, by statute admeasurement, 340a. 1r. 20p. more or less, in the occupation of Mr. John Bird, as tenant thereof.

The Estate is bounded by the lands of John White, Esq. Charles Cosens, Esq. Mr. John Stone, Mr. John Deering, Thomas Cockram, Esq. and Mr. William Dunning.

The great tithes are commuted at [illegible] year, and the vicarial tithes are covered by an annual customary payment of 2*l*. 5*s*. 9*d*. Hillfield is distant from Sherborne 6 miles, from Cerne Abbas, 4 miles, from Dorchester 12 miles, and from Maiden Newton 7 miles.

The Estate lies in the centre of Mr. Farquharson's and Mr. Trax's Hunts, is well watered and timbered, and the whole of the premises are in good repair.

To proprietors of adjoining Estates and to Capitalists, this property will prove a very desirable acquisition and investment.

To view the Estate apply to Mr. JOHN BIRD, at the Farm-house, and for particulars of the same, and other information, to Mr. PERCY, Auctioneer, Sherborne; or Messrs. W. & J. SPARKS, Solicitors, Crewkerne, who have various sums of money ready to be advanced on approved security.

Dated, Crewkerne, 25th May, 1844.

SUPERIOR FURNISHED APARTMENTS.—A resident in one of the best streets adjoining Russell-square, finding his house larger than he requires, is desirous of meeting with a single gentleman, or two friends, who would occupy a part of it on moderate terms. There are neither children nor lodgers in the house.

Address to A. B. at Mr. Burch's, 35, Great Russell-street, Bloomsbury.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 29th day of June, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 66.] SATURDAY, JULY 6, 1844.

SUBSCRIPTION.
For One Year, paid in advance.. £2 0 0
For Half Year, paid in advance 1 1 0
Single Numbers, or on credit .. 0 1 0

Money Wanted.

MONEY. — 1,000*l.* at 4½*l.* per Cent. WANTED, on four newly-built substantial Freehold Houses in Chelmsford, well situate for trade or otherwise.

Also, 3,000*l.* at 4*l.* per Cent. on four newly built Freehold Shops and four Private Houses in the New London-road, Chelmsford; substantially built, all freehold. This amount could be taken on separate mortgages in moieties, to meet the convenience of lenders.

Apply to Mr. GEORGE JOHN DURRANT, Solicitor, New-street, Chelmsford, who will furnish every information on personal application, or by letter pre-paid.

MONEY.—£7,500 wanted on Mortgage, at 4 per cent. on Freehold Houses and First-rate Shops, in the best business situations in Leamington, let at moderate rents for 661*l.* per annum. The mortgage to remain certain for ten years.

Address A. B., care of Mr. LOCKE, Upholsterer, Wellington-street, Leamington.

Money to Lend.

MONEY.—£60,000, £20,000, £10,000, and several smaller Sums, are ready to be advanced, or separately, together, or in smaller amounts, on approved Mortgage Security, at a moderate rate of Interest. Apply to Messrs. GORSTS and BIRCHALL, Solicitors, Preston, Lancashire.

Partnership Wanted.

LAW PARTNERSHIP WANTED.—A Gentleman, who has lately been admitted an Attorney and Solicitor, is desirous of entering into Partnership with a Gentleman of established Practice in the North of England. Letters to be addressed to H. H. care of Mr. Robert Wilson, 55, Grey-street, Newcastle-upon-Tyne.

Situations Wanted.

LAW.—The Advertiser (aged 24) wishes to obtain a situation in a Solicitor's Office as General and Copying Clerk. He has been in the Profession upwards of eight years, and is competent to abstract and keep Accounts. Unexceptionable references can be given.

Apply to L. E. X., Post-office, St. Ives, Hunts.

TO LAND-SURVEYORS, LAND-AGENTS, &c.—A Gentleman whose Testimonials will be unexceptionable would be happy to engage, at a moderate Salary, as Clerk or Assistant in an Office of the first respectability. He would have no objection to treat for a Partnership.

For particulars apply to Messrs. TODD and WATERS, Solicitors, Winchester.

Agency.

AGENCY.—A SOLICITOR, acquainted with the LAW of BANKRUPTCY, would be glad to attend to Cases as AGENT for any Gentleman whose business prevents his giving due attention to this branch of the Law. An opening also presents itself for any Country Practitioner wishing for a London Agent.

Address, A. D. LAW TIMES Office.

Legal Notice.

WIGAN BOROUGH SESSIONS.—NOTICE IS HEREBY GIVEN, that the next GENERAL QUARTER SESSIONS of the Peace for the Borough of WIGAN, in the County of Lancaster, will be held before ROBERT SEGAR, Esq. Recorder of the said Borough, at the Moot Hall, within the said Borough, on Monday, the 22nd day of July, instant, at half-past nine o'clock in the forenoon; at which time and place all jurors, prosecutors, witnesses, persons bound by recognizances, and others having business at the said Sessions, are required to attend.

R. A. LEIGH,
Clerk of the Peace for the said Borough.

Dated, 3rd day of July, 1844.

TO SOLICITORS and EXECUTORS. MR. JOSEPH WARE, Auctioneer and Valuer, respectfully intimates to those persons desirous of disposing of their PROPERTY, whether comprehending Landed Estates, Residences, Farms, Advowsons, Reversionary Interests, Shares, Life Policies, &c. that the same may be REGISTERED, and the Particulars thereof circulated amongst his Connexion GRATUITOUSLY, thereby rendering his Offices a valuable medium through which to effect an advantageous realisation of their wishes. AUCTION SALES and VALUATIONS at a reduced Commission.

Estate Offices, 46, Old Broad-street, City, and Mary Anne Place, Kingsland-road.

TO LEGAL AUTHORS.—Mr. CROCKFORD, Publisher of the LAW TIMES, can offer unusual facilities for the Publication of Legal Works, the Copyright of which the Author may wish to keep in his own hands.

THE CLERICAL REGISTRY, OFFICES, 14, SURREY-STREET, STRAND, LONDON.

Solicitors—G. P. POCOCK, esq. 10, Norfolk-street, Strand; Messrs. BRUNTON and WHITING, 11, New Inn, Wych-street, Strand; T. I. MOYSEY BARTLETT, esq. 9, Pall-mall East.

Foreign and Colonial Agent—Mr. P. L. SIMMONDS, 18, Cornhill.

The Clerical Registry, which has already met with unparalleled success, is established for the Purchase and Sale of Advowsons, Next Presentations, Rent Charges; for the Exchange of Livings, the Valuation of Church Property, and for the Exchange of Glebe Lands for Tithes.

Mortgages and Annuities on Clerical Securities may be effected, and information supplied relative to Life Insurance, Rates of Insurance, and the best Offices.

Particulars furnished with regard to Queen Anne's Bounty, as it bears upon the Endowment of Churches and the Erection of Glebe-houses; also relative to the Endowment of the Clergy in over-populous districts, under Sir Robert Peel's Act of 1843.

The Clergy assisted in all proceedings with respect to their induction, as well as in their attempts to augment small Livings. Likewise they are aided in erecting District Churches and Chapels, and in all things connected with that subject.

Incumbents may obtain Curates; and Candidates for Ordination may procure Titles to Orders.

Chaplains procured, and Lists of vacant Chaplaincies obtained.

Private Tutors procured for Candidates for Ordination, as also for young men intended for the Universities, and for the Church.

Clergymen desirous of obtaining Pupils may procure them through the Registry. The Wives and Widows and the Orphan Daughters of Clergymen may likewise procure Pupils.

Endowments for Repairs of Churches, Choirs, &c. found.

Information supplied as to the Universities, Church Colleges, and Schools. Masters and Mistresses found for all descriptions of Church Schools; also all particulars supplied as to Church Societies and the Public Charities of the country.

Copies of Registers and Wills throughout the British Colonies, as well as in Foreign Countries, procured, duly certified.

Clergymen, Catechists, and Missionaries proceeding to the British Colonies, may obtain all information as to the Expenses of Voyage, Living, &c.

The rights and interests of the Clergy, and of all Officers of the Church, may be protected through the agency of this Office; and Bills in Parliament watched, which may have any bearing upon the Church. Forms of Petitions to Parliament on Church Questions prepared and forwarded.

To carry all these and various other objects into effect, three classes of proceedings are adopted by the Clerical Registry:—

First.—Annual Subscribers of Ten Shillings to the Registry are entitled to receive (gratuitously) written replies and information in answer to every question, in writing, addressed by them to it.

Second.—The Clerical Registry's Advertising Sheet appears Monthly, and it contains Lists of Advowsons and Next Presentations required, and on sale; Livings for Exchange; Endowed and Consecrated Chapels wanted: Curacies and Curates desired; Titles to Orders required and offered; Chaplancies, vacant and wished for; Public Schoolmasters and Professors wanted; Tutorships and Private Pupils desired; and Loans required on Clerical Securities, and Money to be advanced on such property. This Monthly Sheet is sold at Five Shillings per annum. Advertisements may be inserted therein at Sixpence per line. No advertisement is inserted for less than Five Shillings: and all advertisements must be sent by the 12th of each month, as the Advertising Sheet appears on the 15th.

Third.—With regard to Clerical business and Agency generally, every matter intrusted to the "Clerical Registry" must be paid for according to arrangements made between the applicants and the Office; but all charges will be on a very moderate and proportioned scale—about 1½ to 2 per cent. on Sales, Purchases, and Exchanges.

Subscribers of Two Pounds per annum are supplied weekly or oftener with the earliest possible intelligence of all vacant livings in the gift of the Lord Chancellor or of the Crown.

Office hours from Ten to Five daily. All communications, on every subject, to be addressed (prepaid) "To the Director of the Clerical Registry," 14, Surrey-street, Strand, London.

Subscriptions to "The Registry," as well as for "The Advertising Sheet," to be forwarded by post-office orders on the post-office, No. 180, Strand, London, and made payable "To the Director of the Clerical Registry," 14, Surrey-street, Strand.

TO SOLICITORS.—SOLICITORS in the country, who are authorized by patrons of livings to SELL ADVOWSONS or NEXT PRESENTATIONS, may hear of purchasers on forwarding every particular to the Director of "The Clerical Registry," 14, Surrey-street, Strand, London, together with names and addresses, as no anonymous communication is attended to.

THE MONTHLY BULLETIN of the CLERICAL REGISTRY.—The next Number of this very widely circulated medium for Advertising amongst the CLERGY will appear on the 15th instant. All Advertisements for that Number must be forwarded on or before Friday next, the 12th instant. Terms, Sixpence per line. No Advertisement received for less than Five Shillings. All Advertisements must be paid for on being sent, and Post-office orders should be transmitted with the Advertisements for the amount, drawn on the Post-office, No. 180, Strand, and made payable to "The Director of the Clerical Registry," 14, Surrey-street, Strand.

Sales by Auction.

Weybridge, Surrey, ten minutes' walk from the Railway Station, eighteen miles from London, nine from Kingston, four from Hampton Court, and seven from Claremont.

MESSRS. BROOKS and GREEN have received instructions from the Proprietor to SELL by AUCTION, at the Mart, on Wednesday, the 24th of July, at Two o'clock (unless in the meantime disposed of by private contract), in Three Lots, the OAK LAWN COPYHOLD ESTATE, nearly equal to Freehold, comprising:—

Lot 1. A most desirable FAMILY RESIDENCE, situate in the midst of delightful undulated lawns, shrubberies, and pleasure-gardens, ornamented with noble cedar, oak, and other forest trees, and meadow-land; in all about 9 acres.

Lot 2. OAK VILLA, a neat detached and commodious residence, adapted for a small family, with pleasure-garden, coach-house, and stabling.

Lot 3. OAK COTTAGE, a pretty compact detached cottage residence, in a garden, in complete repair, adapted for a small family.

They are most desirably situate in the pleasant and salubrious village of Weybridge, overlooking Oatlands Park, in the immediate vicinity of the River Thames, where there is most excellent angling; surrounded by a highly respectable neighbourhood, and the whole in complete, substantial, and ornamental repair.

Printed particulars may be obtained on the premises, Oak Lawn, Weybridge; the King's Arms Inn, Hampton Court; Express Office, Windsor; S. GALE, Esq. Solicitor, 70, Basinghall-street; the Auction Mart; and of Messrs. BROOKS and GREEN, Auctioneers and Estate Agents, 28, Old Bond-street, at whose offices a Cosmoramic View of the prospects may be seen.

NORFOLK.

HINGHAM, NORFOLK, fourteen miles from Norwich, and five from a station on the railroad which will be finished from London to Norwich in about twelve months.

TO be SOLD by AUCTION, at the MART, LONDON, on Wednesday, the 24th of July, 1844, at One o'Clock, by Messrs. BROOKS and GREEN (unless in the mean time disposed of by private contract), in Two Lots, two very excellent and compact FREEHOLD RESIDENCES, with land, in a perfect state of repair, and possessing every necessary accommodation.

Lot 1 consists of a handsome HOUSE, situate near the church, in the occupation of S.H.L.N. Gilman, esq. fitted up with every convenience, all freehold and land-tax redeemed, together with beautiful pleasure-grounds, kitchen-garden, conservatory, approached by a broad paved walk covered with a verandah, and overlooking its delightful and well-timbered lawn, of thirteen acres, in all thirty-seven acres, in a ring fence; the farm buildings are judiciously placed,—convenient, without being the least annoyance to the house. This residence is at present handsomely furnished, and the purchaser may have the option of buying the planned furniture by valuation.

Lot 2 consists of a most conveniently fitted-up FREEHOLD RESIDENCE in complete substantial and ornamental repair, a large sum of money having been lately expended upon the premises. It is called "Bear's Farm," situate within half a mile of the town of Hingham, together with upwards of 47 acres of land, in a high state of cultivation; excellent kitchen garden, stabling, and outbuildings, equally well arranged. The children of the occupiers of these houses are entitled to full English and Classical Education, gratis, at the well-endowed Hingham Grammar School.

Until 7 days before the sale, either of these Residences may be purchased by private contract, without the arable land.

For printed particulars and tickets to view, apply to the proprietor, S. H. L. N. Gilman, esq. Hingham, or to Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street, at whose gallery cosmoramic views of the estates may be seen.

THE LONDON IMPROVED MANIFOLD LETTER WRITER, for producing a Letter and several copies at one time, complete for 7s. 6d. Travelling Cases, 7s. 6d. each. Superfine Draft Paper, 8s. 6d. per Ream, Lithography executed at moderate charges. Gentlemen visiting London will find great advantage by purchasing at the London Paper and Parchment Warehouse, CLOSSON and CO. 17, Holborn (opposite Furnival's Inn). Country orders executed.

New Publications.

NEW REPORTS.
On Wednesday next,

REPORTS of MAGISTRATES' CASES in Trinity Term, 1844, by ADAM BITTLESTON and J. C. SYMONS, Esqrs. Barristers-at-Law. Part III. price *Eighteenpence*, or stamped, for transmission by post, *Nineteenpence*.

To be followed by

REPORTS of PRACTICE CASES in all the Courts of Common Law in Trinity Term, 1844. By JAS. A. FOOT, T. W. SAUNDERS, J. B. ASPINALL, and H. T. ATKINSON, Esqrs. Barristers-at-Law. In Parts, at the same prices as above.

And,

REPORTS of the REGISTRATION APPEALS in the COMMON PLEAS. By EDWARD W. COX and H. TINDAL ATKINSON, Esqrs. Barristers-at-Law. Price *Eighteenpence*, or stamped, for transmission by post, *Nineteenpence*.

And,

REPORTS of REAL PROPERTY CASES in all the Equity Courts. By A. G. WELFORD, G. GOLDSMITH, T. MACAULEY, H. BAKER, and G. B. ALLNUTT, Esqrs. Barristers-at-Law. In Parts at the same prices as above.

N.B. The above will form a portion of the
VERULAM SOCIETY'S PRACTICAL REPORTS,
and, together, will make one compact annual volume, containing full reports of all the cases required in ordinary practice.

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The following Bills will form a portion of the Series, should they become laws, to be published soon after they shall be passed:—

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THE ECCLESIASTICAL COURTS ACT.

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SECOND-HAND BOOK-CASES.—FIVE LARGE BOOK-CASES for SALE, made of Satinwood, enclosed with folding-doors, glazed, and Bramah's locks, the books they contained having been placed in the British Museum. The cases are to be disposed of, either together or separately; they are 7 feet 6 inches, and part 5 feet 6 inches wide, and about 10 feet high, and would easily alter, and are adapted for any collection or property requiring to be kept free from dust, &c.

To be seen at B. DAWES' Manufactory, 20, Carlisle-street, Soho-square.

Sales by Auction.

SOUTH WALES.

GLAMORGANSHIRE.—To be SOLD by AUCTION, by Mr. THOMAS COOKE, at the Cardiff Arms Inn, in the town of Cardiff, on Wednesday, the 10th day of July next, precisely at One o'clock, in the afternoon,

Several valuable FREEHOLD ESTATES, situate in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystradowen, St. Andrew's, Coity, and Penmain, near Swansea, in the county of Glamorgan, containing in the whole 3300 acres, viz. an ESTATE, comprising upwards of 2000 acres of rich arable, meadow, and pasture land, extremely well adapted for turnip husbandry, now let in suitable farms, at low rents, adjoining the town of Lantrissent, and the ancient and picturesque castle of Hensol, the domain of which is surrounded by this estate. It is intersected with good roads, and adjoins the river Ely, which abounds in salmon and trout.

The estate is distant from Cardiff seven miles.

Also, an estate at Paviland, in the Parish of Penmain, near Swansea, comprising 300 acres of excellent arable and pasture land, adjoining the Bristol Channel.

Also, severable valuable estates, lying detached from the above, in the parishes of Lantrissent, Pendoylon, Welsh St. Donats, Ystradowen, St. Andrew, and Coity, in the county of Glamorgan, which will be divided into 25 suitable lots, varying from 1 to 200 acres.

The estates lie in the centre of the [illegible]h and fertile county of Glamorgan, which abounds in coal and ironstone, and a large portion of the estate is situate in the mineral basin of South Wales; coal-mines are in work in the immediate neighbourhood of the estate, near which runs the Taff Vale Railway and Glamorganshire canal.

The projected line of railway from Gloucester to Milford Haven will pass through the centre of the estate. The mineral portion of the estate is distant from Merthyr Tydvil ten miles, and from Newbridge two miles.

The sale of the above estates also offers an excellent opportunity to capitalists for the investment of money in a county where the modern improvements in agriculture are making rapid progress, and cannot fail in a few years greatly to enhance the value of land.

Full particulars and plans of the different lots may be obtained after the 1st day of June next, from Mr. EVAN DAVID, Fairwater, near Cardiff; at the Cardiff Arms, Mr. SAMUEL GINDERS, Ingestre, near Stafford; Messrs. KEEN and HAND, Solicitors, Stafford, or the Auctioneer, Hereford.

The different estates may be viewed on application to Mr. EVAN DAVID, Fairwater, near Cardiff.

Sales by Auction.

NORTH-RIDING OF YORKSHIRE.

TO CAPITALISTS.—INVESTMENT for TRUST MONEYS.—To be SOLD by AUCTION, altogether, or in lots, at the Black Swan Hotel, York, on Saturday, the 13th day of July, 1844, at Twelve o'clock at noon, the very valuable FREEHOLD MANOR and ESTATE of EASINGTON and BOWLBY, with the GRINKLE PARK MANSION and ESTATE, and divers FARMS, constituting the greater part of the parish of Easington, in the North-Riding of Yorkshire, between Whitby and Guisborough, lying within a ring fence, and comprising altogether 2660 acres (more or less).

The Estate abounds with game, a trout-stream runs through its whole length, and two packs of hounds hunt in the neighbourhood; it is finely timbered, and the sea bounds it at its northern extremity. A daily post is within two miles of the Mansion. Coaches pass twice a day to and from Sunderland, Whitby, Guisborough, Stockton, and Darlington.

Printed Particulars and Conditions of Sale, with a Plan of the Estate, will shortly be ready, and may be had, with any further information, on application to

Mr. JOHN WILKINSON,
Hull, May 1844. Solicitor, Hull.

Ryde, Isle of Wight.—Valuable and most eligibly situate Premises for Sale.

F. MARVIN has received instructions from the Mortgagee under power of sale, to submit to PUBLIC COMPETITION, at Yelf's Hotel, Ryde, on Tuesday, the 9th day of July, 1844, at Six o'clock in the Evening, subject to conditions then and there to be produced, all that capital DWELLING-HOUSE, called "Port View," situate in Moncton-street, near the Dover, and in the immediate vicinity of the new road to St. John's, with commanding sea views, and well-arranged apartments, comprising two capital sitting-rooms, six airy bed-rooms, with water-closet, kitchen, scullery, and suitable out-offices. Likewise the Tenement at the rear, Carpenters' Workshop, with saw-pit underneath, and spacious building yard, late the property of Mr. Thomas Harris, the whole admeasuring in front on Moncton-street 100 feet, and in depth 65 feet.

The above property is all newly built within twelve years at a very considerable outlay, and as business premises is in every respect well arranged. The tenure is leasehold for 99 years, determinable on three healthy lives, at a ground-rent of 3*l*. 5*s*.

For particulars apply, if by letter, pre-paid, to Mr. H. RICE, Solicitor, Newport, Isle of Wight; or to the Auctioneer.

To be Sold.

FOR SALE by PRIVATE CONTRACT, the peculiar FREEHOLD CHURCH, RECTORY, and MANOR of DAVINGTON (exempt from all Ecclesiastical jurisdiction), with immediate possession; together with the Rectory House, Glebe, and Premises, adjoining the Church, and delightfully situate near the town of Faversham, in Kent, on a dry, beautiful, and healthy elevation, commanding fine scenery extending to the sea.

The tithes are commuted, and the income is nearly 400*l*. per annum.

Full particulars may be obtained of Messrs. SHEPHERD and PASSELL, Solicitors, Faversham; or of Messrs. WATERMAN, WRIGHT, and KINGSFORD, Solicitors, 23, Essex street, Strand, London.

HAMPSHIRE.

TO be SOLD, a comfortable, well-built FAMILY RESIDENCE, replete with every convenience; together with 100 or more acres of Land, in a high state of cultivation, surrounding the house, situate on good roads, near the church, and four miles from a post-town. Any one desirous of a country residence in a most picturesque part of Hampshire, and within twenty miles of the sea, would find this worthy of notice; and if purchased for an investment, and the occupation of the house only required, any part or all of the land would be taken on lease by a responsible tenant. If desired, immediate possession may be had.

Address to Messrs. LAMPARD and BOWKER, Solicitors, Winchester.

FARM to be LET. — ISLE of ELY and COUNTY of CAMBRIDGE.—A most DESIRABLE FARM, consisting of a capital House, with excellent coach-houses, stables, and all other out-offices of every description, with yards, good gardens, and shrubberies adjoining. Also, 420 acres of capital arable land, in a high state of cultivation, and 90 acres of rich old pasture land, with a superior double barn, cart-house, stable, large cattle-yards walled in, bullock, waggon, cart, and other sheds, and some cottages on the estate for labourers.

All the buildings are in a complete state of repair, and the premises lie in a ring fence, and are situated within a short distance of the towns of March, Ely, Downham, and Wisbeach, and also close to a river navigable to Lynn, Cambridge, Peterborough, and other places, and is a highly desirable property for occupation. Possession may be had at Old Michaelmas next.

For further particulars apply to Mr. SMETHAM, Solicitor, King's Lynn, Norfolk.

July, 1844.

Insurance Companies.

NEW PROSPECTUS.—ALBION LIFE INSURANCE COMPANY, instituted in 1805, New Bridge-street, Blackfriars.

BONUS every Three Years. Eighty per Cent. or Four-fifths of the Profits returned on Policies effected after the 1st May, 1844.

The new Prospectus, containing a full detail of the highly advantageous Terms on which Life Insurances are now granted by this Company, may be obtained at the Company's Office.

EDWIN CHARLTON, Secretary.

Insurance Companies.

FREEMASONS' and GENERAL LIFE ASSURANCE COMPANY, 11, Waterloo-place, Pall Mall, London. Business transacted in all the branches and for all objects of Life Assurance, Endowments, and Annuities, and to secure contingent Reversions, &c. Information and Prospectuses furnished.

JOSEPH BERRIDGE, Secretary.

LONDON, EDINBURGH, and DUBLIN LIFE-ASSURANCE COMPANY, 3, Charlotte-row, Mansion-house, and 18, Chancery-lane, London.

DIRECTORS.

KENNETT KINGSFORD, Esq., Chairman.
BENJAMIN IFILL, Esq., Deputy-Chairman.

Alexander Anderson, esq.	James Hartley, esq.
John Atkins, esq.	John M'Guffie, esq.
James Bidden, esq.	John Maclean, Lee, esq.
Captain F. Brandreth.	J. M. Rosseter, esq.

AUDITORS.

H. H. Cannan, esq. | Robert E. Alison, esq.

MEDICAL ADVISER—Marshall Hall, M.D., F.R.S., L. & E.

SECRETARY—John Emerson, esq.

SOLICITORS—Messrs. Palmer, France, and Palmer.

THIS IS THE ONLY COMPANY who are bound by their deed of constitution not to dispute any Policy, unless they can prove that it was obtained by fraudulent misrepresentation; the great aim and object of the Society having been to render Life Policies COMPLETE SECURITIES and NEGOTIABLE DOCUMENTS, which shall owe their value to the certainty of the contracts upon which they are founded, and be independent of the liberality or caprice of those who shall be in the management of the affairs of the Company when the claims arise; and for this purpose the Company have, by a clause in their deed of constitution, unhesitatingly deprived themselves of the power of objecting to any policy, unless they undertake to prove that it was obtained from them by fraudulent misrepresentation. The regulations common to all other Life Companies, which make the validity of assurance contracts dependent upon the perfect correctness of the many statements required from a proposer for a Life Policy, and which have given rise to almost all the questions which have been argued in the courts, and to many extra-judicial compromises, are thus entirely abrogated; and nothing but fraud, proved to have been committed against them, can vitiate a policy granted by this Company.

THIS IS THE ONLY COMPANY from whom the assured, on the mutual principle, receive the whole of the mutual accumulations, and also a guarantee from the Shareholders for the sums assured.

THIS IS THE ONLY COMPANY who bind themselves to pay the sums in the Policies, although the debts for which they were effected shall have been liquidated before the claims arise; the Company considering it only just towards the assured, that where premiums have been received for assuring a given amount, that amount should be paid when it becomes due, without dispute or deduction; and they undertake to do so without reference to the state of the accounting between the assured and his debtor.

THIS IS ALMOST THE ONLY COMPANY who grant in favour of creditors *whole world* Policies, whereby the debt is secured, although the debtor should go beyond the limits of Europe.

The premiums, calculated according to the Carlisle tables, are lower than usual upon young lives, where participation in the profits is not required; and for short assurances, which, at the option of the assured, may be continued for life, the rates are as low as a due regard to complete security will permit.

TRIENNIAL ASCENDING SCALE TO ASSURE £100.

Age.	1st Three Years.			2nd Three Years.			3rd Three Years.			4th Three Years.			Remainder of Life.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
25	1	2	7	1	9	9	1	16	11	2	4	1	2	11	3
35	1	9	9	1	19	6	2	9	3	2	19	0	3	8	9
45	2	1	0	2	14	10	3	8	8	4	2	6	4	16	4
55	3	11	1	4	10	9	5	10	5	6	10	1	7	9	9
60	4	8	11	5	17	4	7	5	9	8	14	2	10	2	7

BY THE HALF-PREMIUM PLAN, only one-half of the premium for the first seven years is required, the other half being payable at the convenience of the assured; thus allowing a Policy to be continued for seven years at one-half of the usual rate, or to be dropped at one-half of the usual sacrifice, and entitling the assured, seven years hence, when loss of health may prevent him from effecting a new assurance, to continue a Policy at a rate of premium applicable to an age seven years younger. The Half-premium plan of assurance, as practised by this Company, thus enables persons to retain to their own use the one-half of the premiums for the first seven years, at 5*l*. per cent. interest. Thus, suppose the ordinary premium for an assurance of 500*l*. to be 10*l*., the first payment by the half-premium plan will be five guineas, being the one-half of the 10*l*., and interest for the retained half; and, if death should occur in the first year, the sum of 500*l*. would be paid less the 5*l*. retained. The assured may thus have the use for the first year of 5*l*.; for the second of 10*l*.; and so on till the end of the seventh year, when the retained sums, amounting to 35*l*., may either be repaid, or retained at 5*l*. per cent. interest until death, when the 35*l*. would be subtracted from the 500*l*. then payable by the Company.

TO ASSURE £100 ON HALF-PREMIUM SYSTEM.

Age.	£	s.	d.	Age.	£	s.	d.
15	0	16	1	40	1	11	5
20	0	18	[illegible]	45	1	16	6
25	1	[illegible]	7	50	2	[illegible]	9
30	1	[illegible]	[illegible]	60	3	10	[illegible]

COMMISSION.—The Solicitor who transacts a Policy with this Company, is considered as the Agent during its whole currency, and receives commission upon all future premiums, by whomsoever they may be paid.

Prospectuses and schedules are forwarded to applicants, free of expense, by the Manager and Agents.

ALEX. [illegible], Manager.

NECROLOGY.

MR. SCHOLEFIELD, M.P. (BIRMINGHAM.)

We regret to announce the death of this gentleman, which took place at his residence in Manchester-buildings, at three o'clock on Thursday afternoon. He was attacked by paralysis on that day se'nnight, and his recovery was at once pronounced to be hopeless. Few men were more esteemed in private life than the deceased member for Birmingham, and he has left a widow and several children to lament his loss.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

CAPITAL INVESTMENTS. — FIVE elegant FAMILY RESIDENCES on the Bishop of London's PADDINGTON ESTATE.

MESSRS. RUSHWORTH and JARVIS are directed by the Trustees, for the benefit of the Creditors of Mr. James Steel, to SELL by AUCTION, at Garraway's, on FRIDAY, July 26, at Twelve, in Five Lots, valuable LEASEHOLD PROPERTY, held for ninety-two years, at ground-rents, comprising nearly the whole of Park-place, near Paddington-green. The houses present an elegant elevation, of a very ornamental character, in the terrace style. They are all finished in an expensive manner, and are fit for occupation; uniting most of the improvements in houses in this highly-respectable neighbourhood, and they will be found to possess great attractions to those who would invest in good house property. Park-place is midway between Paddington-green and Maida-hill West, and the houses are numbered 9 to 13, inclusive.

May be viewed till the sale, on application at No. 10; and printed particulars had of Messrs. MULLINS and PADDISON, Solicitors, 1 Great James-street, Bedford-row; at Garraway's; and of RUSHWORTH and JARVIS, Saville-row, Regent-street, and 19, Change-alley, Cornhill.

SAFE and ELIGIBLE INVESTMENT. — A RENT-CHARGE producing a net Income of 412*l.* a year, as secure as the Government Land-tax, being a first Annual Charge upon the Lands of a whole Parish collected under the Powers of the Act for the Commutation of Tithes.

MESSRS. RUSHWORTH and JARVIS have the honour to announce to capitalists that they will SELL by AUCTION, at Garraway's, on FRIDAY, July 26, at Twelve, in One Lot, an INCOME, averaging during the last three years 412*l.* per annum, after payment of every out-going, including collector's poundage; it is, therefore, confidently recommended to those capitalists who are desirous of increased income beyond what the funds yield, and who have wisely resolved to realize at the extraordinary prices of the day. The nature of the security may be easily ascertained on reference to those parishes where the tithe has been commuted, when it will be found that the collector of the payment in lieu of tithes takes priority of the landlord, with full powers of distress, therefore assimilating the income, in the security of its title and certainly of collection, to the government land-tax.

The particular property now to be offered for sale comprises the rent-charge secured upon the whole parish of Constantine, in Cornwall. The income is remarkably steady, the fluctuation during the last three years being only 6*l.* on the whole parish, regulated by the annual corn averages as published in the *London Gazette*.

This valuable property is leasehold under the Dean and Chapter of Exeter, the particulars of which, with every information, may now be obtained at the Office of Messrs. RUSHWORTH and JARVIS, Land Agents and Surveyors, Saville-row, Regent-street, and 19, Change-alley, Cornhill, of whom printed particulars may be obtained fourteen days prior to the sale; also of WILLIAM STEPHENS, Esq., Solicitor, 30, Bedford-row; and of Messrs. EVERY and SON, Solicitors Exeter.

IN YORKSHIRE.—RAVENSTHORPE, near Thirsk.—A MANORIAL ESTATE, with a Domain of 1513 acres, within a Ring Fence, abounding with every description of Game, in a fine sporting part of the North Riding, and close to the far-famed Hambleton Training Grounds, with an excellent Modern Residence, seated on an Eminence, surrounded by Scenery which, for beauty and extent, may be compared to the finest parts of Devonshire; with a good Trout Stream running through the Estate. The distance only 25 miles from York, and within 14 hours' ride of London.

MESSRS. RUSHWORTH and JARVIS have the honour to announce for SALE by AUCTION, at Garraway's, on Friday, August 2, at twelve (unless an acceptable offer shall be previously made by Private Contract), the important and truly desir ble FREEHOLD ESTATE, consisting of the Manor of Ravensthorpe, with its courts leet and courts baron, and a domain of 1513 acres of excellent arable, rich meadow, pasture, and wood land, situate in the parish of Feliskirk, 4½ miles from the capital market town of Thirk, and 10 from Northallerton. The residence, which is placed on the slope of an eminence, has a south aspect, and is sheltered from the north by high banks of wood and thriving plantations; was erected a few years since, in the most substantial and costly manner, of stone, and is suited to a family of moderate requirements. The stabling and out-offices are very superior, and combine every accommodation for a gentleman's hunting and shooting establishment and being within reach of several packs of hounds (some of which occasionally meet upon the estate), and the adjacent moors affording excellent grouse and woodcock shooting, every attraction is presented to a lover of field sports; and to the admirer of nature there are to be enjoyed, from the elevated position of the residence, views of surpassing beauty, overlooking the picturesque village of Boltby, with the rich meadows belonging to the estate which lie in the valley beneath, and the more distant lands interspersed and fringed by woods and plantations, bounded on the east by the bold range of the Hambleton hills, whereon are the far-famed training-grounds, whilst the distant moors, rising majestically in the back-ground, enclose the whole scene, and form one vast amphitheatre, with hill and dale, wood and valley, broken into the most imposing and picturesque scenes. The estate is divided into several compact farms, with excellent homesteads and commodious buildings, with a water corn-mill, 19 houses and cottages with gardens, with the inn in the village of Boltby, all erected of stone. The residence, with the woods, extensive moor, and a small portion of the lands, are in hand; the remainder is occupied by a highly respectable tenantry, at rents amounting to per annum 900*l.* which might be materially increased under judicious management without diminishing the contentment which at present exists throughout this enviable domain.

The estate may be viewed on application to Mr. DYER, at West Acre Lodge, near Thirsk, of whom printed particulars, with plans, may be obtained 21 days previous to the sale, and may also be had at the inns of adjacent towns; and in London of Mr. C. K. DYER, 4, New [illegible]-street; Messrs. LOWE, SWEETING, and BYRNE, Solicitors, 22, Southampton-buildings, Chancery-lane; and at the offices of RUSHWORTH and JARVIS, Land Surveyors and Auctioneers, Saville-row, Regent-street, and 19, Change-alley, Cornhill.

ON THE CROWN ESTATE.—IMPORTANT INVESTMENT, comprising that noble edifice, the EGYPTIAN HALL, PICCADILLY, yielding an income of upwards of 1,200*l.* a year, after payment of ground-rent.

MESSRS. RUSHWORTH and JARVIS are directed by the Executors of the late George Lackington, esq. to SELL by AUCTION, at Garraway's, on FRIDAY, July 26, at Twelve (unless an unexceptionable offer should previously be made by Private Contract), the UNEXPIRED TERM of LEASE, for twenty-eight years, at a ground-rent, of the distinguished PREMISES so long celebrated as the Egyptian Hall, presenting a frontage of fifty-seven feet to Piccadilly, with an elevation singularly bold and attractive. The present rental is derived from two elegant front shops, with convenient apartments attached, let to Messrs. Barry and to Mr. Reeve, as permanent tenants; the remainder is occupied by the several caterers for public amusement and instruction, comprising the Grand Hall, the Bazaar-room, the Lecture-room, and various ante-rooms; immense warehouses range through the basement and store-house, kitchen, cellaring, &c. approached from Piccadilly through a gateway, ten feet wide. This most valuable pile of buildings is centrical to all parts of the Court-end of the metropolis; it is close to New Bond-street, St. James's-street, near to the royal Palace, the club-houses, and every place of fashionable resort; it presents unrivalled attractions for a national museum for the display of works of art or improvements in manufactures, and is well worthy the attention of a government distinguished for its encouragement of every object or undertaking calculated to elevate the public taste and provide for the rational enjoyment of the people. To the capitalist this sale opens a source of revenue increasing with the rapid extension of the metropolis, already the great focus of attraction to the inhabitants of the provinces, who are hourly borne towards the centre of amusement by the rail roads, which now radiate to every great city and town in the kingdom.

The premises may be viewed, by permission of the tenants, on application to the porter; and printed particulars with lithographic plans may shortly be obtained at Garraway's; of THOMAS NIAS, Esq. Solicitor, 5, Copthall-court, Throgmorton-street; and of RUSHWORTH and JARVIS, Saville-row, Regent-street, and 19, Change-alley, Cornhill.

In the County of Chester, within a few miles of the City, and in the County of Denbigh.—IMPORTANT FREEHOLD LANDED ESTATES.

MESSRS. WINSTANLEY are instructed to inform the public that the SALE by AUCTION of the FREEHOLD ESTATES in Cheshire and Denbighshire, advertised in November last, was WITHDRAWN in order to effect a Sale of them by Private Contract; and that, having sold the Thurstaston, Pensby, Thornton, Picton, Farndon, and Bradley Estates, the remaining portion—viz. the Hapsford and Elton Farms, and the Chidlow Farm, in the county of Chester, and the Burton-hall Farms, in the county of Denbigh, comprising together 1,340 Acres—will be SOLD by AUCTION, by Messrs. WINSTANLEY, during the present year, unless shortly disposed of by Private Contract.

Applications for further particulars may be made to Messrs. ROBINSON and OUVRY, Solicitors, Tokenhouse-yard, London; or to Messrs. WINSTANLEY, Paternoster-row, London.

STAFFORDSHIRE.—VALUABLE AND EXTENSIVE ESTATES.—To be SOLD by AUCTION, by CHARLES KNIGHT, at the Vine Inn, Stafford, in the county of Stafford, on Tuesday, the 23rd day of July, 1844, at Two o'clock in the afternoon, several valuable ESTATES, containing upwards of two thousand and fifty acres of land, situate in the southern division of the county of Stafford, viz.:—

THE SEVERAL MANORS OF CHURCH EATON AND WOOD EATON,

With the Chief Rents appurtenant thereto. The complete and eligible Estate called

"THE WOOD EATON ESTATE,"

Containing upwards of 835 acres of rich arable, meadow, and pasture Land. The compact and desirable messuage called

WOOD EATON HALL,

With other Farm Houses, Buildings, and several Cottages and Gardens, in the most complete state of cultivation and repair, in the several occupations of Henry Cotterill, esq. Mr. George Parkes, and others. An excellent and substantially-built

WAREHOUSE, WITH DWELLING-HOUSE,

Machine, and Wharf, and 32 Acres of Land, lying on the banks of the Liverpool and Birmingham Canal, in the occupation of Thomas Haynes. Also several small lots of LAND, lying within the parish of Church Eaton, in the occupation of Mr. Thomas Bennet and others.

THE MANOR OF AND ESTATE AT THE REULE,

In the parish of Bradley, containing 328 acres in a ring fence, and adjoining, on one side, to the Wood Eaton Estate, together with suitable buildings, &c. in good repair, in the occupation of Mr. John Shutt.

AN ESTATE AT ALLSTON,

In the parishes of Gnosall and Haughton, containing 109 acres, with buildings, &c. attached, in the occupation of Mr. Thomas Babb. Also,

THE MANOR OF, AND ESTATE AT, MITTON,

In the parish of Penkridge, containing about 686 acres of excellent land, in a ring fence, with three farm houses, buildings, &c. in the several occupations of Mr. Thomas Bennett, Mrs. Elizabeth Rogers, and Mr. Edward Shemilt, in a most complete state of repair.

The whole of the above estates are in a high state of cultivation, and let to a most respectable tenantry, offering to the public an opportunity seldom to be met with of investing capital. The Liverpool and Birmingham Canal runs through the Wood Eaton Estate, and the projected line of Railway from Shrewsbury to Stafford passes through the Wood Eaton and Reule Estates. The estates are situate about 12 miles from Wolverhampton, 5 from Stafford, and 7 from Newport. They abound in game, and lie contiguous to the preserves of Lord Hatherton, and T. W. Giffard, esq.

Printed particulars, with maps of the estates, may be had after the 15th day of June, from Mr. SAMUEL GINDERS, Land Agent, Ingestre; Messrs. KEEN and HAND, Solicitors, Stafford, or from the Auctioneer, Stafford.

NORFOLK.

MARSHLAND.—DESIRABLE INVESTMENT, in the immediate neighbourhood of the well-frequented market-town and port of Wisbech, which is likely to be rendered more productive by means of the several railways now in contemplation between Norfolk and the North and West of England. To be SOLD by AUCTION, on Saturday, the 27th day of July, by Messrs. CROSS and SON, at the White Hart Hotel, Wisbech, at Three o'clock in the afternoon, a most valuable FREEHOLD and COPYHOLD ESTATE, in the parishes of Walsoken, Walpole, and Leverington, in the county of Norfolk, comprising several Cottages, Barns, Stables, and other buildings; and about one hundred and thirty-four acres of arable and pasture Land in the highest state of cultivation, which will be offered in Lots, as the same are described in the map or plan belonging to the said estate.

Particulars may be obtained at the principal Inns in the neighbourhood; in London, of HILLER GOODMAN, Esq. Solicitor, 63, Lincoln's-Inn Fields; and of FREDERICK LANE, Esq. Solicitor, Lynn.

NORFOLK FARMS.—Desirable Investment, situate nearly equidistant from the important and flourishing sea-port town of King's Lynn and the well-frequented market-town of Swaffham, which is likely to be rendered more productive by means of the several railways now in contemplation between Norfolk and the North and West of England.—To be SOLD by AUCTION, on Monday, the 29th day of July, 1844, by Mr. W. WRIGHT, at the Crown Inn, Swaffham, at Three o'clock in the Afternoon, a most valuable ESTATE, tithe-free (except a small modus, part being freehold, and the remainder copyhold), with fine certain, in the parish of Pentney, in the county of Norfolk, comprising two commodious Farm-Houses, with Cottages, Barns, and other Farm-Buildings, and about 495 Acres of Arable, Pasture, and Fen Land, which will be offered in Lots, as the same are described in the map, or plan, belonging to the said Estate.

Particulars may be obtained at the principal Inns in the neighbourhood; in London, of HILLER GOODMAN, Esq. Solicitor, 63, Lincoln's-Inn Fields; and of FREDERICK LANE, Esq. Solicitor, Lynn.

MARSHLAND FARM, NORFOLK.—DESIRABLE INVESTMENT, in the immediate neighbourhood of the flourishing town and port of KING'S LYNN, which is likely to become more productive, by means of the several railways now in contemplation between Norfolk and the West and North of England. To be SOLD by AUCTION, on Tuesday, the 30th day of July, 1844, by Mr. ROBINSON CRUSO, at the Globe Hotel, Lynn, at 4 o'clock in the afternoon, a most valuable FREEHOLD ESTATE, with a small part COPYHOLD, the whole being free from Land-tax, in the parishes of Tilney St. Lawrence, Tilney All-Saints, and Islington, in the county of Norfolk, comprising a Capital DWELLING-HOUSE and Farming Offices, and about One Hundred and Fifty-six Acres of ARABLE and PASTURE LAND, in the highest state of cultivation; which will be offered in Lots, as the same are described in the Map or Plan belonging to the said Estate.

Particulars may be obtained at the principal inns in the neighbourhood; in London, of HILLER GOODMAN, Esq. Solicitor, 63, Lincoln's Inn-Fields; and of FREDERICK LANE, Esq. Solicitor, Lynn.

ELLEL GRANGE ESTATES, NORTH LANCASHIRE.—To be SOLD by AUCTION, in the month of October, 1844, at Lancaster (unless previously disposed of by private contract), the beautiful and highly desirable MANSION-HOUSE and ESTATE, called "ELLEL GRANGE," for many years the residence of the late Richard Atkinson, esq. situate about six miles south of Lancaster, and about three-quarters of a mile from two of the stations on the Lancaster and Preston Junction Railway.

Also, the "CRAGG HALL," "BANTON HOUSE," and "WALKERS I'THE FIELDS" Estates, all situate in the township of Ellel, near Lancaster, and comprising upwards of 350 acres of Freehold Tenure, and the principal part tithe-free (the rest being subject to small moduses payable in lieu of tithes), in the occupation of respectable and responsible tenants.

The Mansion-house, called "Ellel Grange," is surrounded by pleasure-grounds and wood, and about 150 acres of the property, is approached by a carriage-drive from the Lancaster and Preston turnpike-road, of nearly half a mile in length, at the entrance of which an appropriate and picturesque gate-keeper's lodge is situate.

The Mansion contains on the ground-floor, entrance-hall, dining-room, and billiard-room, each 24 feet by 18; library, 16 feet by 14 feet; together with spacious and commodious kitchens and servants' offices, with steward's and house-keeper's rooms. On the first floor, drawing-room, 24 feet by 18 feet; boudoir; nine excellent bedrooms, two of them with dressing-rooms attached, &c. &c.; with servants' rooms over.

Coach-houses, stabling for seven horses, barns, shippons, &c. are at a convenient distance from the house. Gardens, with hot-house, green-house, &c. are contiguous.

For particulars, apply to Mr. LAMB, Hay Carr, near Lancaster; Mr. WILLIAM SHARP, 2, Verulam-buildings, Gray's-inn, London; and Mr. JOHN SHARP, Solicitor, in Lancaster.

TO SOLICITORS, &c.—Mr. W. H. SIMPSON, AUCTIONEER and SURVEYOR, having succeeded to the business of the late J. A. CREATON (established 1785), begs to announce that he has completely revised, and very considerably REDUCED the scale of CHARGES usually adopted on SALES by AUCTION, and trusts by a strict regard to economy and constant devotion to the interests of those who may honour him with their patronage, to ensure a continuance of their support.

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THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 67.] SATURDAY, JULY 13, 1844.

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LAW.—WANTED by a YOUNG MAN, aged twenty-five, who has served his apprenticeship to a law-stationer, and has been since in a law-stationer's office, a SITUATION as COPYING and ENGROSSING CLERK in a respectable Solicitor's office in the country (a maritime county, or one in Wales would be preferred). Is very expeditious and correct; can give the most unexceptionable references.

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PARTNERSHIP.—A Gentleman desirous of purchasing a SHARE in an increasing PRACTICE in a Midland District, comprising chiefly Assize, Session, Magisterial, and Insolvency business, will be treated with on liberal terms.

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LAW.—A Married Gentleman, 34 years of age, well acquainted with his profession, is desirous of joining a Gentleman in the country (by whom assistance rather than capital is required), as Working Partner. He would devote himself wholly to business, and be satisfied with a moderate share of profits; or he would take the management of a business for a limited period at a salary of from 150*l.* to 200*l.* a year, with an ultimate view to a partnership. Unexceptionable references will be given.

Address to X. Y. Z. Messrs. Fennell and Kelly's, Solicitors, Bedford-row, London.

VALUABLE INVESTMENT on CHURCH PROPERTY.—To be sold by PRIVATE CONTRACT, the Impropriation of a RECTORY in Norfolk, the tithes of which are commuted into a rent-charge of a little more than 500*l.* The sum payable for 1843 exceeded 530*l.* The annual outgoings are very small.

Further particulars may be obtained on application to the Directors of the Clerical Registry, 14, Surrey-street, Strand.

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THE LONDON IMPR[illegible]VED MANIFOLD LETTER WRITER, for [illegible]ucing a Letter and several copies at one time, complete fo[illegible]. 6d. Travelling Cases, 7s. 6d. each. Superfine Draft Paper, 8s. 6d. per Ream. Lithography executed at moderate charges. Gentlemen visiting London will find great advantage by purchasing at the London Paper and Parchment Warehouse, CLOSSON and CO. 17, Holborn (opposite Furnival's Inn). Country orders executed.

TO LEGAL AUTHORS.—Mr. CROCKFORD, Publisher of the LAW TIMES, can offer unusual facilities for the Publication of Legal Works, the Copyright of which the Author may wish to keep in his own hands.

Legal Notice.

NOTICE TO DEBTORS AND CREDITORS.—All Persons having Claims or Demands on the ESTATE of Mr. WILLIAM POULTER, formerly of Crombie's-row, in the hamlet of Mile-end Old Town, Plumber and Glazier, but late of the Brickfields, Stratford, Essex, out of business, and who died on or about the 25th December last, are requested to send the particulars thereof forthwith to Mr. CHRISTOPHER KENNY LEVICK, of West Ham, Essex, Surgeon, or to Mr. THOMAS WELSH, of Cottage-lane, Commercial-road East, in the county of Middlesex, Carpenter (Executors of the deceased), or to me, the undersigned, that the same may be examined and discharged, if correct; and all Persons indebted to the deceased are hereby required to pay the amount of their respective Debts to one of the said Executors, or to me, within one month from the date hereof.

Dated this 8th day of July, 1844.

JOHN OTWAY,
(Solicitor to the Executors),
Stratford-grove, Essex.

Presentation for Sale.

VALUABLE CHURCH PREFERMENT.

TO be SOLD by PRIVATE CONTRACT, subject to the life of the present incumbent now in the seventy-second year of his age, the PERPETUAL ADVOWSON and right of PRESENTATION to a Valuable RECTORY, most desirably situated in one of the best neighbourhoods in the north-east part of the county of Lincoln, comprising an allotment of upwards of four hundred and sixty acres of fertile land, with a convenient Farm-house and substantial buildings, recently erected thereon, now in the occupation of a highly respectable tenant, at an annual rent of 620*l.* The land is of the best quality, in the highest state of cultivation, and most conveniently situated within a short distance of some of the principal market towns in the county. The population of the parish does not exceed 250; and its locality is remarkably healthy, commanding a fine view of the German Ocean, with the advantage of ready and expeditious access to all parts of the country through the medium of the London mail, which daily passes through it to and from London.

Further particulars may be known on application to the Director of the Clerical Registry, 14, Surrey-street, Strand.

To be Let.

FARM to be LET. — ISLE of ELY and COUNTY of CAMBRIDGE.—A most DESIRABLE FARM, consisting of a capital House, with excellent coach-houses, stables, and all other out-offices of every description, with yards, good gardens, and shrubberies adjoining. Also, 420 acres of capital arable land, in a high state of cultivation, and 90 acres of rich old pasture land, with a superior double barn, cart-house, stable, large cattle-yards walled in, bullock, waggon, cart, and other sheds, and some cottages on the estate for labourers.

All the buildings are in a complete state of repair, and the premises lie in a ring fence, and are situated within a short distance of the towns of March, Ely, Downham, and Wisbeach, and also close to a river navigable to Lynn, Cambridge, Peterborough, and other places, and is a highly desirable property for occupation. Possession may be had at Old Michaelmas next.

For further particulars apply to Mr. SM[illegible]HAM, Solicitor, King's Lynn, Norfolk.

July, 1844.

Sales by Auction.

Ivy Cottage, Millfield-lane, Highgate-hill, the beautiful residence of the late Charles Matthews, for Absolute Sale.

MESSRS. HEDGER will SELL by AUCTION, at the Mart, on Thursday, July 25th, at Twelve, unreservedly, the very beautiful FREEHOLD ELIZABETHAN VILLA, called Ivy Cottage, charmingly placed in delightful pleasure-grounds in Millfield-lane, on the rise of Highgate-hill. It is in excellent order, ready for immediate occupation, with attached and detached offices; elegant conservatory, forcing and succession houses, in the whole two acres and a half. This property, which has been erected at an enormous expenditure, is one of the most *recherché* suburban villas of the metropolis, and to a professional or mercantile gentleman, requiring easy access to town, it offers a perfect abode.

Particulars may be had of Mr. PIDCOCK, Solicitor, Whittlesey; Messrs. JONES, TRINDER, and TUDWAY, Bedford-row; and of Messrs. HEDGER, Land Agents, 10, New Bond-street, opposite the Clarendon, where a cosmoramic drawing may be seen.

ESTABLISHED IN 1834.

GRAYSTON and EARLE, British and Foreign STOCK and SHARE BROKERS, York.

WANTED TO PURCHASE, in one of the Counties of Warwickshire, Northamptonshire (or, if near to a railway) Staffordshire, or Derbyshire, a compact FREEHOLD ESTATE, the purchase of which must not exceed 40,000*l.* to afford a good investment. There must be a gentlemanly residence on the property; a manor attached, with the advantages of fishing, would be a great acquisition. Address full particulars to Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street.

Weybridge, Surrey, ten minutes' walk from the Railway Station, eighteen miles from London, nine from Kingston, four from Hampton Court, and seven from Claremont.

MESSRS. BROOKS and GREEN have received instructions from the Proprietor to SELL by AUCTION, at the Mart, on Wednesday, the 24th of July, at Two o'clock (unless in the meantime disposed of by private contract), in Three Lots, the OAK LAWN COPYHOLD ESTATE, nearly equal to Freehold, comprising:—

Lot 1. A most desirable FAMILY RESIDENCE, situate in the midst of delightful undulated lawns, shrubberies, and pleasure-gardens, ornamented with noble cedar, oak, and other forest trees, and meadow-land; in all about 9 acres.

Lot 2. OAK VILLA, a neat detached and commodious residence, adapted for a small family, with pleasure-garden, coach-house, and stabling.

Lot 3. OAK COTTAGE, a pretty compact detached cottage residence, in a garden, in complete repair, adapted for a small family.

They are most desirably situate in the pleasant and salubrious village of Weybridge, overlooking Oatlands Park, in the immediate vicinity of the River Thames, where there is most excellent angling; surrounded by a highly respectable neighbourhood, and the whole in complete, substantial, and ornamental repair.

Printed particulars may be obtained on the premises, Oak Lawn, Weybridge; the King's Arms Inn, Hampton Court; Express Office, Windsor; S. GALE, Esq. Solicitor, 70, Basinghall-street; the Auction Mart; and of Messrs. BROOKS and GREEN, Auctioneers and Estate Agents, 28, Old Bond-street, at whose offices a Cosmoramic View of the prospects may be seen.

NORFOLK.

HINGHAM, NORFOLK, fourteen miles from Norwich, and five from a station on the railroad which will be finished from London to Norwich in about twelve months.

TO be SOLD by AUCTION, at the MART, LONDON, on Wednesday, the 24th of July, 1844, at One o'Clock, by Messrs. BROOKS and GREEN (unless in the mean time disposed of by private contract), in Two Lots, two very excellent and compact FREEHOLD RESIDENCES, with land, in a perfect state of repair, and possessing every necessary accommodation.

Lot 1 consists of a handsome HOUSE, situate near the church, in the occupation of S.H.L.N. Gilman, esq. fitted up with every convenience, all freehold and land-tax redeemed, together with beautiful pleasure-grounds, kitchen-garden, conservatory, approached by a broad paved walk covered with a verandah, and overlooking its delightful and well-timbered lawn, of thirteen acres, in all thirty-seven acres, in a ring fence; the farm buildings are judiciously placed,—convenient, without being the least annoyance to the house. This residence is at present handsomely furnished, and the purchaser may have the option of buying the planned furniture by valuation.

Lot 2 consists of a most conveniently [illegible] FREEHOLD RESIDENCE in complete [illegible] and ornamental repair, a large sum of money having been lately expended upon the premises. It is called "[illegible] Farm," situate within half a mile of the town of Hingham, together with upwards of 47 acres of land, in a high state of cultivation; excellent kitchen garden, stabling, and outbuildings, equally well arranged. The children of the occupiers of these houses are entitled to full English and Classical Education, gratis, at the well-endowed Hingham Grammar School.

Until 7 days before the sale, either of these Residences may be purchased by private contract, without the arable land.

For printed particulars and tickets to view, apply to the proprietor, S. H. L. N. Gilman, esq. Hingham, or to Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street, at whose gallery cosmoramic views of the estates may be seen.

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N.B. These Tables will be sent to any part of the country, postage free, to any person forwarding fourteen penny postage stamps for the same to the LAW TIMES Office.

Maida-vale, Paddington.—As an investment or for occupation, one of the best-built and most convenient of the Carlton Villas, being No. 5.

MR. FLINT has received instructions to SELL by AUCTION, at Garraway's, on Tuesday, July 16, at twelve for one precisely (unless an acceptable offer should previously be made), this most comfortable and gentlemanly RESIDENCE; comprising suitable accommodation for a highly respectable family, with lawn and gardens, coach-house, three-stall stable, corn and harness room: the whole in excellent order for immediate occupation. It is held for upwards of 90 years, at a small ground-rent.

Particulars on the premises; of Mr. JOHN WRIGHT, Solicitor, Rathbone-place; at Garraway's; and of the Auctioneer, Edgware-road.

Long Leaseholds, Paddington-green and Kilburn.

MR. FLINT is instructed to SELL by AUCTION, at Garraway's, on Tuesday, July 16, at Twelve for One precisely, a compact LEASEHOLD ESTATE, comprising four new exceedingly well-built houses, situate and being 1 to 4, Church-place, Paddington-green held for a term of 91 years, at a moderate ground-rent. No. 1 is let upon lease, at 50*l.* per annum, and the others are of equal value. Also two well-built Houses, with gardens, situate in West-end-lane, near the rural village of Kilburn; they are both let to very respectable tenants, at moderate rents, and are held for an unexpired term of about 74 years, at 7*l.* per annum, each house.

Particulars may be had seven days prior to the Sale upon the premises; of Messrs. GRAY and BERRY, Solicitors, Lisson-grove, North; of RICHARD PITTMAN, Esq. Solicitor, Paddington-green; at Garraway's; and of the Auctioneer, Edgware-road.

Seven Houses, Craven-place, Queen's-road, Bayswater, and One House, Nelson's-place, Circus-street, New-road.

MR. FLINT will SELL by AUCTION, at Garraway's, on Tuesday, July 16, at Twelve for One, precisely, by direction of the executrix of the late Mr. Benjamin Jones, deceased, a valuable ESTATE of SEVEN substantial brick-built HOUSES, all respectably tenanted, at very moderate rents. The whole are held on one lease, for an unexpired term of about sixty-seven years, at a ground rent of 21*l.* per annum.

Also, a small HOUSE in Circus-street, New-road, held at 2*l.* 10s. per annum, for an unexpired term of nineteen years from Midsummer-day last.

Particulars may be had upon the respective premises seven days prior to sale; also of Mr. JOHN WRIGHT, Solicitor, Rathbone-place; at Garraway's; and of the Auctioneer, 112, Edgware-road.

Hertfordshire, near the capital market-town of Hemel Hempstead, 24 miles from London.—The very eligible and important Freehold Estates of the late Mrs. Elizabeth Field, deceased, desirable for investment or occupation, free of great tithes and land-tax redeemed, known as Pouchen-end and Chaulden, half a mile from the London and Birmingham Railway station at Boxmoor; and a small Freehold Property at Stanbridge, Bedfordshire.—By Mr. ROBERTS (successor to the late Mr. Griffin), at the Mart, on Wednesday, July 31, at twelve, by direction of the Executors, in eight lots.

A MOST Desirable and Gentlemanly RESIDENCE, called Chaulden-house, lately in the occupation of Mrs. Field, consisting of entrance-hall, five bed-rooms, dining and drawing rooms, very convenient domestic offices and cellerage, coach-house and stabling, kitchen and pleasure gardens, orchard, yard, barn, and other buildings, and sundry inclosures of excellent meadow and arable land surrounding the house, containing 23a. 2r. 19p. of the estimated value of [illegible]*l.* per annum. A capital Stock Farm, called Pouchen-end, acknowledged to be one of the best in the neighbourhood, with a good commodious house and farm-buildings, garden and orchard, very delightfully situated on an eminence, and may be converted by a moderate outlay into a suitable residence for a man of independent income. It is let to Mr. Shadrach Godwin, as yearly tenant, at 292*l.* per annum; and contains as at present occupied 210a. 1r. 35p., 20 acres of which are meadow and the remainder is productive wheat, turnip, and barley land, with southern aspect, and in a high state of cultivation, having been farmed for many years by the late proprietor and her relatives. A detached inclosure of Arable Land with extensive building frontage, overlooking Boxmoor and the picturesque scenery of this interesting neighbourhood, containing 11a. 2r. 11p.; let to Mr. William Field, as yearly tenant, at 22*l.* per annum. A Cottage and large Garden, let at 8*l.* per annum. A Wharf and Stabling, at Winkwell, on the Grand Junction Canal, let at 10*l.* per annum. Three Cottages and Gardens, let at 12*l.* per annum. Also an Inclosure of Freehold Arable Land, in the parish of Stanbridge, Bedfordshire, about three miles from Leighton Buzzard, containing four acres; let to Mr. Gurney at 4*l.* per annum.

The property may be viewed upon application to Mr. Shadrach Godwin, at Pouchen-end. Printed particulars, with plans annexed, may be had at the Auction Mart; of Mr. FREDERICK DAY, Solicitor, Hemel Hempstead; of Messrs. W. and E. DYNE, Solicitors, 61, Lincoln's-inn-fields; and of Mr. ROBERTS, Surveyor and Land-agent, Hemel-Hempstead, and 68, Chancery-lane.

DEVONSHIRE.

MARINE RETREAT.—To be SOLD, by Private Contract, for the residue of a term of 99 years, determinable on the deaths of three healthy lives, now aged respectively about 30, 31, and 36 years, all that delightful RESIDENCE called Langstone Cliff, situate on the southern coast of Devon, about ten miles from the city of Exeter, one from Dawlish and Exmouth, four from Teignmouth, and within a pleasant morning's ride of Sidmouth or Torquay, and eight hours of London, with plantation, pleasure-grounds, and gardens, and several closes of pasture and arable land, being in the whole about 26 acres. The dwelling-house, which is in the eastern style, is approached by a meandering carriage drive of evergreens, having a rustic lodge at the entrance, is completely belted by plantation, and consists of entrance-hall, billiard or breakfast room 28 feet by 18, dining-room, 29 feet by 20, and drawing-room, 28 feet by 18, all communicating by folding doors, five best bed-rooms, water-closet, five servants' rooms, housekeeper's room, wine-cellars, kitchen, back kitchen, scullery, knife and shoe houses, dairy, larder, &c. The court-yard is fitted up with piggeries and cow-houses; the stable-yard with four-stall stable, two boxes, double coach-house, harness-room, gig-house, and cart-shed. The gardener's tool-house and fruitery adjoin the gardens, which are nearly an acre, inclosed by walls clothed with the choicest trees in full bearing. The hot-house is filled with vines laden with fruit, and the melon-frames and gardens are amply cropped. The dwelling-house, stable, yard, and gardens are abundantly supplied with spring and soft water. This property is held under the trustees of the Earl of Devon, subject to a high rent of 1*l.* 2s. per annum. It was for many years the favourite abode of the late Colonel Johnes, of Hafod, and has been occupied by the present proprietor upwards of eight years. It is in excellent order, and immediate possession may be had. The house is placed on a gentle declivity, with a lawn of about four acres in front, at the foot of which is the shore of the English Channel, and in immediate prospect are the Channel, Exmouth, and its contiguous scenery. To a person fond of yachting, or wild-fowl shooting, Langstone Cliff offers more than ordinary attraction. A small rabbit warren is on the property, and there is almost a daily regatta in front of the house, by the passage of vessels to and from the Exe. Indeed, the beauties of Langstone must be seen to be appreciated.

Particulars, with a lithographic view of the house, a map, and ticket to view the property, Mondays, Tuesdays, or Wednesdays, from Twelve to Four, may be obtained from Messrs. GREGORY, FAULKNER, GREGORY, and BOURDILLON, Solicitors, 1, Bedford-row, London; Mr. G. W. CUMMING, of Exeter, Surveyor and Civil Engineer; or Messrs. FURLONG and TUCKER, Solicitors, Exeter.

N.B. Part of the purchase-money may remain on mortgage if desired, and the furniture, books, pictures, and china may be taken at a valuation if wished. Any further information will be afforded by the above-named solicitors, who will treat for the purchase.

LEA and PERRINS' WORCESTERSHIRE SAUCE.

Prepared from a Recipe of a Nobleman in the County.

"One of the most piquant inventions of this luxurious and epicurean age is Lea and Perrins' Worcestershire Sauce, adapted to Fish, Flesh, Fowl, and Soup; giving a zest far superior to the long-established favourites, more wholesome and of less cost."—*Naval and Military Gazette*, April 8, 1843.

Copy of a testimonial from Capt. Hosken.

"Great Western Steam-ship,
"June 6, 1844.

"The cabin of the Great Western has been regularly supplied with Lea and Perrins' Worcestershire Sauce, which is adapted for every variety of dish; from turtle to beef, from salmon to steaks—to all of which it gives a famous relish. I have great pleasure in recommending this excellent sauce to captains and passengers for its capital flavour, and as the best accompaniment of its kind, for a voyage.

(Signed) "JAMES HOSKEN."

Sold, Wholesale by the Proprietors, Messrs. LEA and PERRINS, Worcester; Messrs. BARCLAY and SONS, Farringdon-street, and the principal Oil and Italian Warehousemen, London; and Retail, by the usual venders of Sauces.

IMPORTANT to the FASHIONABLE WORLD.—By far the most influential of all the graces that contribute to personal adornment is the hair. Its recovery, preservation, and improvement, proportionably concern the élégantes of a fashionable circle, and any information which will insure these desirable results will be hailed as an inestimable boon. The following extract from the letter of a respectable chemist in Bridlington will be read with the highest interest:—

"A lady, a customer of mine, has found great benefit from the use of your Balm. About six months ago her hair nearly all fell off. I recommended her to try your Balm of Columbia, which she did. In the course of a few applications, the hair ceased to fall off. Before she had used one 3s. 6d. bottle it began to grow very profusely, and she has now a very beautiful head of hair.

"I am, gentlemen, yours respectfully,
"WM. SMITH,
"Chemist and Druggist, Market-place,
Bridlington.

"To Messrs. C. and A. Oldridge, March 13, 1844."

C. and A. OLDRIDGE'S BALM causes the hair to curl beautifully, frees it from scurf, and stops it from falling off, and a few bottles generally restore it again; it also prevents greyness. Price 3s. 6d., 6s., and 11s. per bottle. No other prices are genuine.

Oldridge's Balm of Columbia, 1, Wellington-street, the second house from the Strand.

FREEMASONS' and GENERAL LIFE ASSURANCE COMPANY, 11, Waterloo-place, Pall Mall, London. Business transacted in all the branches and for all objects of Life Assurance, Endowments, and Annuities, and to secure contingent Reversions, &c. Information and Prospectuses furnished.

JOSEPH BERRIDGE, Secretary.

LANCASHIRE COUNTY RATE.—By a recent parliamentary return it appears that, in 1841, the population of this county being 1,667,054 persons, its acreage 1,130,240 acres, and its number of inhabited houses 289,184, or one house in every four acres, and three-quarters of an acre to every person, the total valuation to the county-rate was 6,192,067*l*.; and the amount of county-rate, in 1842, was 41,328*l*., or 1½d. in the pound on the valuation; 8¾d. per acre, or 6d. per head on the whole population of the county. It will scarcely be believed that, according to the valuation, Lancashire is the richest county in England; the valuation of the whole of Yorkshire being only 3,783,438*l*., and that of Middlesex, which approaches nearest to Lancashire, reaches only 6,047,886*l*., or 144,181*l*. less than that of this county! Lancashire pays a county-rate of 8¾d. per acre, while the average amount for all England is only 4¾d. per acre.—*Manchester Guardian.*

James Allen Jackson, of Kingston-upon-Hull, has been appointed one of the perpetual commissioners for the town and county of Kingston-upon-Hull, and a riding of the county of York, for taking the acknowledgments of deeds by married women under the Abolition of Fines and Recoveries Act.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

DEATH.

SUTTON, Mrs. Mary, the affectionate wife of E. P. Sutton, esq. of 40, Great Ormond-street, Queen-square, after a painful illness, borne with great patience and resignation, on the 7th inst. aged 32.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

Sales by Auction.

Bryanstone-square, and Chapel-street, Grosvenor-place.—To be peremptorily SOLD, pursuant to an order of the High Court of Chancery, made in a cause, *Jackson* v. *Hunt*, and other causes, with the approbation of the Hon. Sir George Rose, one of the Masters of the said Court, at the Auction Mart, London, on Monday, the 22nd day of July, 1844, at One o'clock, precisely, by Mr. GEORGE EDMUND SHUTTLEWORTH, the person appointed by the said Master.

TWO LEASEHOLD HOUSES, being No. 47, Bryanstone-square, and No. 30, Chapel-street, Grosvenor-place, in the county of Middlesex, with coach-houses and stabling adjoining.

Particulars may be had (gratis) at the said Master's Chambers, in Southampton-buildings, Chancery-lane, London; of Mr. WARTER, 1, Carey-street, Lincoln's-inn; of Mr. RIPLEY, Solicitor, 7, Whitehall-place; and of Mr. W. H. SMITH, Solicitor, 22, Bedford-row.

Islington and St. Luke's.—Very Eligible Leasehold Estates and Ground-rents, producing together a rental of about 400*l*. per annum.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, August 9, at twelve, in numerous lots, the following valuable LEASEHOLD PROPERTY, held for long terms unexpired, at trifling ground-rents; comprising a brick-built Dwelling-house, called Brunswick-lodge, very desirably situate, No. 13, Brunswick-terrace, overlooking the new square in Copenhagen-fields; let at 40*l*. per annum; two convenient Residences, Nos. 3 and 4, Arundel-terrace; let at 80*l*. per annum; a Dwelling-house, No. 3, Providence-row, let at 22*l*. per annum; three ditto, Nos. 2, 4, and 7, Copenhagen-st. let at 100*l*. per annum; ten Ground-rents, varying from 7*l*. to 9*l*. each, amply secured upon Nos. 1, 2, 6, 8, 9, 10, 11, 13, 14, and 15, Copenhagen-street; three Dwelling-houses, Nos. 1, 2, and 3, Islington-place, let at 60*l*. per annum; a Ground-rent of 21*l*. per annum, amply secured upon Nos. 3, 4, and 5, Islington-place, with several Tenements, Workshop, and Yard behind; and two Dwelling-houses, with Shops, Nos. 56 and 57, Golden-lane, let at 60*l*. per annum.

May be viewed with leave of the tenants, and particulars had 21 days previous to the sale, at the Angel, Islington; the Auction Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Freehold, Drury-lane, and Leasehold, Great Wild-street, Lincoln's-inn-Fields.

MESSRS. SHUTTLEWORTH and SONS have received instructions to SELL by AUCTION, at the Mart, on Friday, August 9, at Twelve, in two lots, a FREEHOLD ESTATE, land-tax redeemed, comprising a substantial dwelling-house and premises, situate No. 8, Brownlow-street, Drury-lane, in the occupation of a respectable tenant, at a rate of 56*l*. per annum, and a spacious Leasehold Dwelling-house, situate No. 13, Great Wild-street, Lincoln's inn, underlet for the whole term of the original lease unexpired, and producing a net rent of 34*l*. per annum.

May be viewed with leave of the tenants, and particulars had, fourteen days previous to the sale, at the Mart, and of Messrs. Shuttleworth and Sons, 28, Poultry.

Clerkenwell. — Superior Leasehold Estates and Ground-rents, producing together a rental of about 1,200*l*. per annum.

MESSRS, SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, August 9, at Twelve, the following important LEASEHOLD PROPERTY; consisting of four excellent residences, Nos. 68, 70, 71, and 72, Myddelton-square, let to highly respectable tenants, at rents amounting to 220*l*. per annum; fifteen very convenient dwelling-houses, Nos. 2, 3, 4, 5, 6, and 11 to 20, Wharton-street, producing together about 450*l*. per annum; two dwelling-houses, Nos. 4 and 5, Pearl-crescent, let at 54*l*. per annum; eleven residences, Nos. 4, 8, 9, and 13 to 17, King's-terrace, and Nos. 5, 6, and 7, King's-terrace, North, Bagnigge-wells-road, producing together about 300*l*. per annum; two substantial residences, Nos. 17 and 18, River-street, let at 90*l*. per annum; eight ground-rents, averaging from 6*l*. to 8*l*. 10*s*. each, amply secured upon Nos. 14, 15, 16, 17, and 20 to 23, River-street; and a garden in the rear, estimated at 4*l*. per annum.

May be viewed with leave of the tenants, and particulars had at the Angel, Islington; the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Sewardstone Mills, Essex.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, August 16, at twelve, a valuable FREEHOLD ESTATE, comprising Sewardstone Mills, advantageously situate on the banks of the river Lea, in the parish of Waltham Holy-cross, about three miles from Waltham-abbey, and twelve from London, in the county of Essex; consisting of a substantial flour or grist mill, 70 feet in length by 30 feet wide, with floors for housing and grinding corn, excellent breast-shot wheel, with a powerful head of water, large iron vertical cog-wheels, connecting shafts, and other apparatus. Also a SILK THROWING MILL of four floors, 80 feet by 40 feet, with suitable accommodation for mills, engines, reels, and apparatus to avail of the water power, with drying-rooms and all suitable offices. A commodious Dwelling-house for a resident owner, van-lodge, stable, cow-house, slaughter-house, and piggeries, fifteen cottages for workmen, gardens, orchard, potato-grounds, pastures, meadows, islands, marsh-lands, osier-bed, mill-dams, yards, and appurtenances; the whole comprising 21a. 3r. 24p. with good access from the high road. The premises have been occasionally used for the manufacture of gunpowder, blue, starch, and snuff, and are adapted for general manufacturing purposes.

May be viewed, and particulars had, fourteen days previous to the sale, on the premises; of Mr. FIDDEY, Solicitor, 3, Paper-buildings, Temple; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Sales by Auction.

Periodical Sales of Reversions, Advowsons, Life Interest, Life Policies, Shares in Public Undertakings, &c. (established in 1803).

MESSRS. SHUTTLEWORTH and SONS respectfully inform the public that the classification of this species of property having proved to be extremely advantageous and economical to vendors, and equally satisfactory and convenient to purchasers, the PERIODICAL SALES of reversionary interests, policies of insurance, tontines, debentures, advowsons, next presentations, all securities dependent upon human life, shares in docks, canals, mines, railways, and all public undertakings, will be continued through the present year (1844), as follow:—Friday, August 2; Friday, September 6; Friday, October 4; Friday, November 1; and Friday, December 6.

28, Poultry.

ON THE CROWN ESTATE.—IMPORTANT INVESTMENT, comprising that noble edifice, the EGYPTIAN HALL, PICCADILLY, yielding an income of upwards of 1,000*l*. a year, after payment of ground-rent.

MESSRS. RUSHWORTH and JARVIS are directed by the Executors of the late George Lackington, esq. to SELL by AUCTION, at Garraway's, on FRIDAY, July 26, at Twelve (unless an unexceptionable offer should previously be made by Private Contract), the UNEXPIRED TERM of LEASE, for twenty-eight years, at a ground-rent, of the distinguished PREMISES so long celebrated as the Egyptian Hall, presenting a frontage of fifty-seven feet to Piccadilly, with an elevation singularly bold and attractive. The present rental is derived from two elegant front shops, with convenient apartments attached, let to Messrs. Barry and to Mr. Reeve, as permanent tenants; the remainder is occupied by the several caterers for public amusement and instruction, comprising the Grand Hall, the Bazaar-room, the Lecture-room, and various ante-rooms; immense warehouses range through the basement and store-house, kitchen, cellaring, &c. approached from Piccadilly through a gateway, ten feet wide. This most valuable pile of buildings is central to all parts of the Court-end of the metropolis; it is close to New Bond-street, St. James's-street, near to the royal Palace, the club-houses, and every place of fashionable resort; it presents unrivalled attractions for a national museum for the display of works of art or improvements in manufactures, and is well worthy the attention of a government distinguished for its encouragement of every object or undertaking calculated to elevate the public taste and provide for the rational enjoyment of the people. To the capitalist this sale opens a source of revenue increasing with the rapid extension of the metropolis, already the great focus of attraction to the inhabitants of the provinces, who are hourly borne towards the centre of amusement by the rail-roads, which now radiate to every great city and town in the kingdom.

The premises may be viewed, by permission of the tenants, on application to the porter; and printed particulars with lithographic plans may shortly be obtained at Garraway's; of THOMAS NIAS, Esq. Solicitor, 5, Copthall-court, Throgmorton-street; and of RUSHWORTH and JARVIS, Savile-row, Regent-street, and 19, Change-alley, Cornhill.

NETLEY ABBEY, SOUTHAMPTON.

Two newly-erected Freehold Marine Villas, and Ten Acres of Land, presenting highly eligible and charming sites for the erection of Marine Residences, on the South Cliff, with shore rights, situated in the bosom of the delightful scenery of this celebrated ruin, which is clothed with fine trees and underwood, embracing commanding views of the Southampton Water, the Solent Sea, Calshot Castle, the New Forest, the Town and Pier of Southampton; also of the Isle of Wight, and her Most Gracious Majesty's new Residence at East Cowes.

MR. FREDERICK CHINNOCK has been instructed to SELL by AUCTION, at the Auction Mart, City, on Friday, August 2, 1844, at One o'clock precisely, in lots, the above substantially-built VILLAS, which are ready for immediate occupation, with the exception of decoration, which will be left to the taste of the purchaser. They are of modern elevation, with projecting roofs, and faced with the celebrated Exbury white brick, and are so arranged that they can be easily converted into one establishment, if required. The land is charmingly formed by Nature for the erection of Villa Residences, and will be so lotted. It is situated close to Netley Abbey, immediately facing Cadlands, the magnificent seat of Andrew Berkeley Drummond, esq. It is approached by a capital road, distant two miles from Southampton, and within about three hours' ride of the metropolis.

Mr. Chinnock feels he cannot do ample justice to this desirable property in the limits of an advertisement; but it will be more fully described in printed particulars, which, with plans, will be published early, and may be obtained of RICHARD RANDAL, Esq. Solicitor, Portland-street; of Mr. LUCE, Ship Hotel, Southampton; at the Auction Mart, City; and at Mr. CHINNOCK'S Auction and Agency Offices, 28, Regent-street, Waterloo-place.

In the County of Chester, within a few miles of the City, and in the County of Denbigh.—IMPORTANT FREEHOLD LANDED ESTATES.

MESSRS. WINSTANLEY are instructed to inform the public that the SALE by AUCTION of the FREEHOLD ESTATES in Cheshire and Denbighshire, advertised in November last, was WITHDRAWN in order to effect a Sale of them by Private Contract; and that, having sold the Thurstaston, Pensby, Thornton, Picton, Farndon, and Bradley Estates, the remaining portion—viz. the Hapsford and Elton Farms, and the Chidlow Farm, in the county of Chester, and the Burton-hall Farms, in the county of Denbigh, comprising together 1,340 Acres—will be SOLD by AUCTION, by Messrs. WINSTANLEY, during the present year, unless shortly disposed of by Private Contract.

Applications for further particulars may be made to Messrs. ROBINSON and OUVRY, Solicitors, Tokenhouse-yard, London; or to Messrs. WINSTANLEY, Paternoster-row, London.

Sales by Auction.

STAFFORDSHIRE.

BIRCHWOOD PARK.—To be SOLD by AUCTION, by CHARLES KNIGHT, at the Vine Inn, Stafford, on Tuesday, the 23rd of July, 1844, at Two o'clock in the afternoon, the BIRCHWOOD PARK ESTATE, in the parish of Leigh, in the county of Stafford, four miles from Uttoxeter and ten miles from Stafford, containing 675 acres or thereabouts, in a ring fence, of which upwards of 100 acres are Wood and Plantation, in a thriving and growing state, with a roomy and substantially-built brick and tile Mansion, Farm House, and convenient and extensive farm Buildings, and water-power Thrashing Machine, &c.

The above Estate has been for some years in the hands of the proprietor, who has laid out many thousand pounds upon it in improvements, and offers to the capitalist and agriculturist an opportunity seldom to be met with of investing money to advantage.

The Estate may be viewed on application to the bailiff at the house; and for any further information, apply to Mr. SAMUEL GINDERS, Land Agent, Ingestre, near Stafford; or at the Office of Messrs. KEEN and HAND, Stafford, where particulars and plans descriptive of the Estate may be had fourteen days before the sale.

STAFFORDSHIRE.—VALUABLE AND EXTENSIVE ESTATES.—To be SOLD by AUCTION, by CHARLES KNIGHT, at the Vine Inn, Stafford, in the county of Stafford, on Tuesday, the 23rd day of July, 1844, at Two o'clock in the afternoon, several valuable ESTATES, containing upwards of two thousand and fifty acres of land, situate in the southern division of the county of Stafford, viz.:—

THE SEVERAL MANORS OF CHURCH EATON AND WOOD EATON,

With the Chief Rents appurtenant thereto. The complete and eligible Estate called

"THE WOOD EATON ESTATE,"

Containing upwards of 835 acres of rich arable, meadow, and pasture Land. The compact and desirable messuage called

WOOD EATON HALL,

With other Farm Houses, Buildings, and several Cottages and Gardens, in the most complete state of cultivation and repair, in the several occupations of Henry Cotterill, esq. Mr. George Parkes, and others. An excellent and substantially-built

WAREHOUSE, WITH DWELLING-HOUSE,

Machine, and Wharf, and 12 Acres of Land, lying on the banks of the Liverpool and Birmingham Canal, in the occupation of Thomas Haynes. Also several small lots of LAND, lying within the parish of Church Eaton, in the occupation of Mr. Thomas Bennet and others.

THE MANOR OF AND ESTATE AT THE REULE,

In the parish of Bradley, containing 328 acres in a ring fence, and adjoining, on one side, to the Wood Eaton Estate, together with suitable buildings, &c. in good repair, in the occupation of Mr. John Shutt.

AN ESTATE AT ALLSTON,

In the parishes of Gnosall and Haughton, containing 109 acres, with buildings, &c. attached; in the occupation of Mr. Thomas Babb. Also,

THE MANOR OF, AND ESTATE AT MITTON,

In the parish of Penkridge, containing about 686 acres of excellent land, in a ring fence, with three farm houses, buildings, &c. in the several occupations of Mr. Thomas Bennett, Mrs. Elizabeth Rogers, and Mr. Edward Shemilt, in a most complete state of repair.

The whole of the above estates are in a high state of cultivation, and let to a most respectable tenantry, offering to the public an opportunity seldom to be met with of investing capital. The Liverpool and Birmingham Canal runs through the Wood Eaton Estate, and the projected line of Railway from Shrewsbury to Stafford passes through the Wood Eaton and Reule Estates. The estates are situate about 12 miles from Wolverhampton, 5 from Stafford, and 7 from Newport. They abound in game, and lie contiguous to the preserves of Lord Hatherton, and T. W. Giffard, esq.

Printed particulars, with maps of the estates, may be had after the 15th day of June, from Mr. SAMUEL GINDERS, Land Agent, Ingestre; Messrs. KEEN and HAND, Solicitors, Stafford, or from the Auctioneer, Stafford.

Periodical Sale of Reversionary Interests, Annuities, Life Policies, and all descriptions of Securities dependent upon human life, Advowsons, Next Presentations, Shares, Debentures, &c.

MESSRS. FULLER and MARSH having adopted the system of Periodical Sales by Auction, are enabled to offer to persons expectant, or otherwise interested in the sale of the above description of property, the most prompt, economical, and satisfactory mode of disposing thereof, as by classifying these interests and properties in the same particular and for the same day, much expense is avoided, and a far greater competition secured. The Periodical Sales for the present year will take place as follows:—Thursday, August 1; Thursday, September 5; Thursday, October 3; Thursday, November 7; Thursday, December 5. The next Periodical Sale will take place at the Mart on THURSDAY, Aug. 1. Messrs. FULLER and MARSH beg to call the attention of the public to the economy and expedition of this system of business, as they are thereby enabled to put up each property for the sum of two guineas and a half, including all expenses, should a sale not be effected. Parties desirous of disposing of property of this description should forward full particulars of the same to Messrs. FULLER and MARSH'S Offices on or before the 20th inst.

Particulars may be obtained at 2, Charlotte-row, Mansion-house, and Croydon, Surrey.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 18th day of July, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 68.] SATURDAY, JULY 20, 1844.

SUBSCRIPTION.
For One Year, paid in advance. . £2 0 0
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Money Wanted.

MONEY on PERSONAL SECURITY.—Wanted by a Clergyman, 500*l.* by way of annuity, at 6½ per cent. interest. He will insure his life; will give the personal security of himself, and two respectable sureties. None but principals or their solicitors will be treated with. Address Messrs. BRUNTON and WHITING (Solicitors to the Clerical Registry), 11, New-Inn, London.

Money to Lend.

MONEY.—To be ADVANCED on good REAL SECURITY, any Sum or Sums not exceeding 12,000*l.*
Apply to Messrs. OLDAKER, WOODWARD, and BELL, Solicitors, Pershore.

Situations Vacant.

ARTICLED CLERK.—A vacancy now offers for an ARTICLED CLERK in the Office of a Solicitor and Notary of established practice at a Sea-port Town in the county of Kent.
For particulars apply to Messrs. Stevens and Norton, Law Publishers, Bell-yard, Lincoln's-Inn, London.

LAW.—WANTED, in an Office in the COUNTRY, a CLERK who can write a good and expeditious hand for Deeds, and who has had some experience in an Attorney's office. Unexceptionable references will be required.
Letters, with full particulars as to age and abilities, and stating the salary required, to be addressed to A. B. Post-office, Marlborough, Wilts.

Partnerships Wanted.

LAW.—A Married Gentleman, 34 years of age, well acquainted with his profession, is desirous of joining a Gentleman in the country (by whom assistance rather than capital is required), as Working Partner. He would devote himself wholly to business, and be satisfied with a moderate share of profits; or he would take the management of a business for a limited period at a salary of from 150*l.* to 200*l.* a year, with an ultimate view to a partnership. Unexceptionable references will be given.
Address to X. Y. Z. Messrs. Fennell and Kelly's, Solicitors, Bedford-row, London.

A PARTNER WANTED, in an Establishment, who can command from 3,000*l.* to 5,000*l.* The article manufactured is one of constant and general demand in both the home and foreign markets. The present proprietor and patentee has adopted a new method of making it by machinery. It is already in great repute, universally approved, and is fast superseding all others.
Apply by letter to X. Y. 3, Enfield-road, Kingsland-road.

Legal Notice.

NOTICE TO DEBTORS AND CREDITORS.—All Persons having Claims or Demands on the ESTATE of Mr. WILLIAM POULTER, formerly of Crombie's-row, in the hamlet of Mile-end Old Town, Plumber and Glazier, but late of the Brickfields, Stratford, Essex, out of business, and who died on or about the 25th December last, are requested to send the particulars thereof forthwith to Mr. CHRISTOPHER KENNY LEVICK, of West Ham, Essex, Surgeon, or to Mr. THOMAS WELSH, of Coftage-lane, Commercial-road East, in the county of Middlesex, Carpenter (Executors of the deceased), or to me, the undersigned, that the same may be examined and discharged, if correct; and all Persons indebted to the deceased are hereby required to pay the amount of their respective Debts to one of the said Executors, or to me, within one month from the date hereof.
Dated this 8th day of July, 1844.

JOHN OTWAY,
(Solicitor to the Executors),
Stratford-grove, Essex.

Advowsons Wanted.

WANTED to Purchase the ADVOWSON of a LIVING of from 300*l.* to 600*l.* a year, with the prospect of very early or immediate possession. A good price will be given for a very eligible Advowson.
Particulars to be addressed to Messrs. BRUNTON and WHITING, Solicitors to the Clerical Registry, 11, New-Inn, London.

WANTED to Purchase, the ADVOWSON of a Small LIVING, with a prospect of very early possession, at a price of from 1,000*l.* to 2,000*l.* The Diocese is not material. It would be preferred near to, but not in a large town, in a southern county, and with a rural population.
Apply to Messrs. BRUNTON and WHITING, Solicitors to the Clerical Registry, 11, New-Inn, London.

LIVING to EXCHANGE.—Wanted to Exchange a Rectory near Market Harborough, the income of which is about 300*l.* per annum, with a good house, for a living of similar value in a southern county.
Apply to Messrs. BRUNTON and WHITING, Solicitors to the Clerical Registry, 11, New-Inn, London.

LIVING to EXCHANGE.—Wanted to EXCHANGE the ADVOWSON of a VICARAGE in WORCESTERSHIRE, with the Curacy of an adjoining Living, worth together 900*l.* a year, for some Living of similar value. The Age of Incumbent is 45.
Apply to Messrs. BRUNTON and WHITING (Solicitors to the Clerical Registry), 11, New-Inn, London.

THE CLERICAL REGISTRY. Offices—14, Surrey-street, Strand, London.

Solicitors—G. P. Pocock, Esq. 10, Norfolk-street, Strand; Messrs. Brunton and Whiting, 11, New-Inn, Wych-street, Strand; T. I. Moysey Bartlett, Esq. 9, Pall-Mall East.

Actuary—D. Finlaison, Esq. National Debt Office, Old Jewry.

Foreign and Colonial Agent—Mr. P. L. Simmonds, 18, Cornhill.

The Clerical Registry, which has met with unparalleled success, is established for the Purchase and Sale of Advowsons, Next Presentations, Rent Charges; for the Exchange of Livings, the Valuation of Church Property, and for the Exchange of Glebe Lands for Tithes. Mortgages and Annuities on Clerical Securities may be effected, and information supplied relative to Life Insurance, Rates of Insurance, and the best Offices. Particulars furnished with regard to Queen Anne's Bounty, as it bears upon the Endowment of Churches and the Erection of Glebe-houses; also relative to the Endowment of the Clergy in over-populous districts, under Sir Robert Peel's Act of 1843. The Clergy assisted in all proceedings with respect to their induction, as well as in their attempts to augment small Livings. Likewise they are aided in erecting District Churches and Chapels, and in all things connected therewith. Incumbents may obtain Curates, and Candidates for Ordination may procure Titles to Orders. Chaplains procured, and Lists of vacant chaplaincies obtained. Private Tutors procured for Candidates for Ordination, as also for young men intended for the Universities and for the Church. Clergymen desirous of obtaining Pupils may procure them through the Registry. The Wives and Widows and the Orphan Daughters of Clergymen may likewise procure Pupils. Endowments for Repairs of Churches and Parsonage Houses found. Information supplied as to the Universities, Church Colleges, and Schools. Masters and Mistresses found for all descriptions of Church Schools; also all particulars supplied as to Church Societies and the Public Charities of the country. Copies of Registers and Wills throughout the British Colonies, as well as in Foreign Countries, procured, duly certified. Clergymen, Catechists, and Missionaries proceeding to the British Colonies, may obtain all information as to the Expenses of Voyage, Living, &c.

The rights and interests of the Clergy, and of all Officers of the Church, may be protected through the agency of this Office; and Bills in Parliament watched, which have any bearing upon the Church. Forms of Petitions to Parliament on Church Questions prepared and forwarded.

To carry all these and various other objects into effect, four classes of proceedings are adopted by the Clerical Registry:

First.—Annual Subscribers of Ten Shillings to the Registry are entitled to receive (gratuitously) written replies and information, in answer to every question, in writing, addressed by them to it.

Second.—The Clerical Registry's Advertising Sheet appears on the 15th of every month, and contains lists of Advowsons and next Presentations required, and on sale; Livings for Exchange; Endowed and Consecrated Chapels wanted, and for sale, or to be let; Curacies and Curates desired; Titles to Orders required and offered; Chaplaincies vacant and wished for; Public Schoolmasters and Professors wanted; Tutorships and Private Pupils desired; and Loans required on Clerical Securities, and Money to be advanced on such property. This Monthly Sheet is sold at Five Shillings per annum. Advertisements may be inserted therein at Sixpence per line. No advertisement is inserted for less than Five Shillings; and all advertisements must be sent by the 12th of each month.

Third.—With regard to Clerical business and Agency generally, every matter intrusted to the "Clerical Registry" must be paid for according to arrangements made between the applicants and the Office; but all charges will be on a very moderate and proportioned scale—from 1½ to 2 per cent. on Sales, Purchases, and Exchanges.

Fourth.—Subscribers of Two Pounds per annum, to be paid in advance, will receive weekly, and oftener, throughout the year, the earliest possible intelligence of all Vacant Livings in the gift of the Crown or of the Lord Chancellor; so that those who are subscribers for this special object will be able to make application for the same at least a week, and sometimes a fortnight, earlier than those who do not so subscribe.

Office hours from Ten to Five daily. All communications, on every subject, to be addressed (prepaid) "To the Director of the Clerical Registry," 14, Surrey-street, Strand, London.

All Subscriptions to be forwarded by Post-office Orders on the Post-office, No. 180, Strand, London, and made payable to "The Director of the Clerical Registry," 14, Surrey-street, Strand.

ESTABLISHED IN 1834.

GRAYSTON and EARLE, British and Foreign STOCK and SHARE BROKERS, York.

Sales by Auction.

Weybridge, Surrey, ten minutes' walk from the Railway Station, eighteen miles from London, nine from Kingston, four from Hampton Court, and seven from Claremont.

MESSRS. BROOKS and GREEN have received instructions from the Proprietor to SELL by AUCTION, at the Mart, on Wednesday, the 24th of July, at Two o'clock (unless in the meantime disposed of by private contract), in Three Lots, the OAK LAWN COPYHOLD ESTATE, nearly equal to Freehold, comprising:—

Lot 1. A most desirable FAMILY RESIDENCE, situate in the midst of delightful undulated lawns, shrubberies, and pleasure-gardens, ornamented with noble cedar, oak, and other forest trees, and meadow-land; in all about 9 acres.

Lot 2. OAK VILLA, a neat detached and commodious residence, adapted for a small family, with pleasure-garden, coach-house, and stabling.

Lot 3. OAK COTTAGE, a pretty compact detached cottage residence, in a garden, in complete repair, adapted for a small family.

They are most desirably situate in the pleasant and salubrious village of Weybridge, overlooking Oatlands Park, in the immediate vicinity of the River Thames, where there is most excellent angling; surrounded by a highly respectable neighbourhood, and the whole in complete, substantial, and ornamental repair.

Printed particulars may be obtained on the premises, Oak Lawn, Weybridge; the King's Arms Inn, Hampton Court, Express Office, Windsor; S. GALE, Esq. Solicitor, 70, Basinghall-street; the Auction Mart; and of Messrs. BROOKS and GREEN, Auctioneers and Estate Agents, 28, Old Bond-street, at whose offices a Cosmoramic View of the prospects may be seen.

NORFOLK.

HINGHAM, NORFOLK, fourteen miles from Norwich, and five from a station on the railroad which will be finished from London to Norwich in about twelve months.

TO be SOLD by AUCTION, at the MART, LONDON, on Wednesday, the 24th of July, 1844, at One o'Clock, by Messrs. BROOKS and GREEN (unless in the mean time disposed of by private contract), in Two Lots, two very excellent and compact FREEHOLD RESIDENCES, with land, in a perfect state of repair, and possessing every necessary accommodation.

Lot 1 consists of a handsome HOUSE, situate near the church, in the occupation of S.H.L N. Gilman, esq. fitted up with every convenience, all freehold and land-tax redeemed, together with beautiful pleasure-grounds, kitchen-garden, conservatory, approached by a broad paved walk covered with a verandah, and overlooking its delightful and well-timbered lawn, of thirteen acres, in all thirty-seven acres, in a ring fence; the farm buildings are judiciously placed,—convenient, without being the least annoyance to the house. This residence is at present handsomely furnished, and the purchaser may have the option of buying the planned furniture by valuation.

Lot 2 consists of a most conveniently fitted-up FREEHOLD RESIDENCE in complete substantial and ornamental repair, a large sum of money having been lately expended upon the premises. It is called "Bear's Farm," situate within half a mile of the town of Hingham, together with upwards of 47 acres of land, in a high state of cultivation; excellent kitchen garden, stabling, and outbuildings, equally well arranged. The children of the occupiers of these houses are entitled to full English and Classical Education, gratis, at the well-endowed Hingham Grammar School.

Until 7 days before the sale, either of these Residences may be purchased by private contract, without the arable land.

For printed particulars and tickets to view, apply to the proprietor, S. H. L. N. Gilman, esq. Hingham, or to Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street, at whose gallery cosmoramic views of the estates may be seen.

FOR STOPPING DECAYED TEETH.—Price 4s. 6d. Patronized by her Majesty, his Royal Highness Prince Albert, and her Royal Highness the Duchess of Kent.

Mr. THOMAS'S SUCCEDANEUM, for Stopping Decayed Teeth, however large the cavity. It is placed in the tooth in a soft state, without any pressure or pain, and will remain firm in the tooth for many years, rendering extraction unnecessary, arresting the further progress of decay. All persons can use Mr. Thomas's Succedaneum themselves with ease, as full directions are enclosed. Prepared only by Mr. Thomas, Surgeon-Dentist, 68, Berners-street, Oxford-street, price 4s. 6d. and can be sent by post.

Mr. THOMAS continues to supply the loss of teeth on his new System of Self-adhesion, without springs or wires. This method does not require the extraction of any teeth or roots, or any painful operation whatever. At home from 11 till 4.

New Publications.

Published on the 1st and 15th of every Month, in 16 large pages, and 48 columns, price 6d. only, or 7d. stamped, a new and interesting work, entitled

THE CRITIC of LITERATURE, ART, MUSIC, the DRAMA, and GUIDE to the LIBRARY and BOOK-CLUB.

No. XIII. for July 15th, contains—

ADVERTISEMENTS.
ADDRESS, &c.
HISTORY—
The Lord and the Vassal.
BIOGRAPHY
Selections from the Speeches, &c. of the late Lord King.
VOYAGES AND TRAVELS—
Featherstonhaugh's Excursions through the Slave States.
Johnston's Travels in Southern Abyssinia.
SCIENCE—
The Zoist.
FICTION—
Hildebrand; or, the Days of Queen Elizabeth.
POETRY AND THE DRAMA—
Poetry of Common Life.
EDUCATION—
Steill's Pictorial Geography.
Exercises in Arithmetic.
The First and Second Phonic Reading Books.
PERIODICALS—
The Western Agriculturist.
The Indicator.
MISCELLANEOUS—
Waterton's Essays on Natural History.
The Matrimonial Garden.
Why am I an Odd Fellow?
UNPUBLISHED MANUSCRIPTS—
The Master Mosaists.
Literary Intelligence.
MUSIC—
Mr. C. E. Horn's Concert.
The Polka.
Musical Chit-Chat.
ART—Summary.
Exhibition of Frescoes, Cartoons, &c. at Westminster Hall.
Panorama of Baalbec.
Chit-Chat on Art.
THE DRAMA—
Haymarket Theatre.
NECROLOGY—
Thomas Campbell.
GLEANINGS.
CLASSIFIED LIST OF NEW BOOKS.

To be had, by order, of all Booksellers in Town and Country. Published at the Office, 29, Essex-street, where Books, Works of Art, and Advertisements, are to be sent.

EXAMINATION QUESTIONS at TRINITY TERM are now ready, with full answers and references to cases and authorities, by the late Editors of the "Weekly Law Magazine." Series 1, 2, 3, 4, and 5, may still be had. Price 1s. 6d. or sent free on receipt of 24 postage stamps.
KELLY and Co. 20, Old Boswell-court, Temple Bar, and all Booksellers.

LAW TIMES Edition of IMPORTANT STATUTES.
THE THIRD EDITION of the REGISTRATION of ELECTORS ACT; embodying the unrepealed portions of the Reform Act and the other Statutes, with an Introduction and Copious Index.
By EDWARD W. COX, Esq.
Of the Middle Temple, Barrister-at-law.
Price 3s. boards.
The following Bills will form a portion of the Series, should they become laws, to be published soon after they shall be passed:—
The ACTS for regulating JOINT STOCK COMPANIES. By EDWARD WISE, Esq.
Of the Middle Temple, Special Pleader.
THE DEBTORS AND CREDITORS ACT.
By EDWARD W. COX,
Of the Middle Temple, Barrister-at-law.
Published at the LAW TIMES Office, 29, Essex-street, and to be had of all Booksellers.

Sales by Auction.

Valuable Freehold Estate in the City of London.

MESSRS. DAVIS and VIGERS are instructed by the Devisee in trust under the Will of William Hardy, esq. deceased, to SELL by AUCTION, at the Mart, on Thursday, August 8, at Twelve o'clock, in two lots, TWO FREEHOLD HOUSES and SHOPS, Nos. 47 and 48 Beech-street, Barbican, with premises in the rear, let on leases to Messrs. Hooke and Bryant, at low rentals, amounting to 61l. 10s. per annum. The leases have now only three years to run, and at their expiration the premises (having been enlarged and improved by the lessees), will readily realize 110l. per annum. To be viewed by permission of the tenants.
Particulars and Conditions of Sale, to be had of Messrs. DODS and LINKLATERS, Leadenhall-street; at the Mart; Hall of Commerce; and Auctioneers' Offices, Frederick's-place, Old Jewry.

Leasehold Property for Small Investments.

MESSRS. DAVIS and VIGERS will SELL by AUCTION, at the Mart, on Thursday, August 8th, at 12 o'clock, in two lots, 8 Brick-built Residences, Nos. 1, 2, 3, 6, 7, and 8, Church-street, Kennington; 2 Brick-built Cottages adjoining, and a Ground-rent reserved upon No. 4, in the row, all let to respectable tenants, producing a rental of 162l. 10s. per annum, and held for an unexpired term of 75 years, at a ground-rent of 33l. on the nine houses.
To be viewed till the Sale; particulars and Conditions of Sale to be had of Messrs. J. and C. ROGERS, Manchester-buildings, Westminster; at the Mart; Hall of Commerce; and Auctioneers' Officers, Frederick's-place, Old Jewry.

Sales by Auction.

The Leasehold Estates of Mr. Thomas Kempster, a Bankrupt.

MESSRS. DAVIS and VIGERS are instructed by the assignees to SELL by PUBLIC AUCTION, at the Mart, on Thursday, August 8, at Twelve o'clock, the valuable LEASEHOLD PROPERTY, in Lots, viz.:—Lot 1. All those extensive Business Premises, in Blackman-street, Borough, comprising a large yard, range of builders' workshops, stables, counting-house, an excellent family residence, and two small houses, held at a ground-rent.—Lot 2. Eight Houses, with Shops, Nos. 24, 25, 26, 27, 29, 30, 31, and 32, Kent-street, Southwark; let to respectable tenants, producing a rental of 209l. per annum.—Lot 3. Two Brick-built Residences, Nos. 18 and 19, Cole-street, Dover-road.—Lot 4. Three Brick-built Houses, in Cole-street North; and Lot 5. A large and excellent Family Residence, No. 1, Vine-street, Minories, in the occupation of Messrs. Rhoades, highly respectable tenants, at a yearly rental of 108l. per annum; altogether insuring a rental of about 626l. per annum. To be viewed, by permission of the tenants, until the sale.
Particulars and conditions of sale to be had of Messrs. SELBY and MACHESON, Serjeants'-inn, Fleet-street; of P. JOHNSON, Esq. Official Assignee, Basinghall-street; at the Mart; Hall of Commerce; and Auctioneers' Offices, Frederick's-place, Old Jewry.

320 Acres, near Sidmouth, Devon, let at 528l. per annum, with Residence, Hunting Box, Farm-houses, &c. thereon.

MR. SINGLE will SELL by AUCTION, at the Mart, on Tuesday, August 20, an excellent FREEHOLD ESTATE, comprising above 320 Acres, most delightfully situate about two miles from that fashionable watering-place, Sidmouth, seven from Honiton, fifteen from Exeter, and twelve from the Great Western Railway, in the rich vale of Sidbury, and the salubrious and mild climate of South Devon, beautifully undulated and highly picturesque, possessing park-like rural and woodland scenery. The vale of Sidbury is, perhaps, the most picturesque and romantic spot in England. The estate contains meadow, pasture, arable, and wood land, and thriving orchards, abounds with game, and is capable of great improvement. The residence, hunting-box, farm-houses, and the land, are let to excellent tenants on lease and otherwise, at rentals amounting to 528l. per annum.
To view apply to J. SEARLE, Esq. Buscombe-house, on the estate, of whom particulars may be obtained three weeks prior to the sale; as also of Mr MULES, Solicitor, Honiton; Messrs. RHODES and LANE, 63, Chancery-lane, London; Mr. DAWSON, Land Surveyor, Exeter; at the Old London Inn, Exeter; and at the Offices of Mr. SINGLE, Surveyor and Land Agent, 34, Coleman-street, City.

147 Acres, South Devon, near Taunton, and only five miles from the railway, with good Farm-house, &c.

MR. SINGLE will SELL by AUCTION, at the Auction Mart, London, on Tuesday, August 20, a most valuable FREEHOLD ESTATE, comprising about 147 acres, called Ridgwood, desirably situate, only seven miles from Taunton and Honiton, and five from Wellington and the Great Western Railway. It consists of rich meadow, pasture, arable, and thriving wood land, and prime orchards. Being a valuable stock-farm, and let only yearly, and the farm-house standing on the summit of a fine piece of park-like meadow land, capable of being made a capital gentleman's residence at a small expense, it is worthy the earnest attention of any gentleman wishing to retire to so mild and salubrious a climate as South Devon, and to such a picturesque and delightful spot as Ridgwood. It has a fine trout stream running through it, plenty of game, and possesses the sources of never-ending amusement and delight. To the practical farmer, or to those simply seeking investment, this sale offers good opportunity, as part is let to an excellent farmer, who has resided on the estate for many years at 135l. per annum; the rest is in hand. To view apply to the tenant, Mr. Blackmore.
Particulars may be obtained three weeks prior to the sale, on the property; of Mr. MULES, Solicitor, Honiton; Fackerell's Hotel, Honiton; Messrs. RHODES and LANE, 63, Chancery-lane, London; Mr. DAWSON, Land-surveyor, Exeter; at the Old London Inn, Exeter; and at the offices of Mr. SINGLE, Surveyor and Land-agent, 34, Coleman-street, City.

Ivy Cottage, Millfield-lane, Highgate-hill, the beautiful residence of the late Charles Matthews, for Absolute Sale.

MESSRS. HEDGER will SELL by AUCTION, at the Mart, on Thursday, July 25th, at Twelve, unreservedly, the very beautiful FREEHOLD ELIZABETHAN VILLA, called Ivy Cottage, charmingly placed in delightful pleasure-grounds in Millfield-lane, on the rise of Highgate-hill. It is in excellent order, ready for immediate occupation, with attached and detached offices; elegant conservatory, forcing and succession houses, in the whole two acres and a half. This property, which has been erected at an enormous expenditure, is one of the most *recherché* suburban villas of the metropolis, and to a professional or mercantile gentleman, requiring easy access to town, it offers a perfect abode.
Particulars may be had of Mr. PIDCOCK, Solicitor, Whittlesey; Messrs. JONES, TRINDER, and TUDWAY, Bedford-row; and of Messrs. HEDGER, Land Agents, 10, New Bond-street, opposite the Clarendon, where a cosmoramic drawing may be seen.

TO be SOLD, pursuant to a Decree of the High Court of Chancery, made in a cause *Green* v. *Jeyes*, with the approbation of Nassau William Senior, Esq. one of the Masters of the said Court, some time in the month of August next (of which due notice will be given), at the George Hotel, Northampton, certain FREEHOLD and LEASEHOLD ESTATES, situate in and near the borough of Northampton, late the property of Mr. Theophilus Jeyes, late of Northampton, gentleman, deceased.
Printed particulars may shortly be had at the said Master's chambers, Southampton-buildings, Chancery-lane, London; of Mr. W. H. SMITH, Solicitor, 22, Bedford-row, London; of Mr. JOHN JEFFERY, Solicitor, Northampton; and at the place of sale.

Sales by Auction.

STAFFORDSHIRE.

BIRCHWOOD PARK.—To be SOLD by AUCTION, by CHARLES KNIGHT, at the Vine Inn, Stafford, on Tuesday, the 23rd of July, 1844, at Two o'clock in the afternoon, the BIRCHWOOD PARK ESTATE, in the parish of Leigh, in the county of Stafford, four miles from Uttoxeter and ten miles from Stafford, containing 675 acres or thereabouts, in a ring fence, of which upwards of 100 acres are Wood and Plantation, in a thriving and growing state, with a roomy and substantially-built brick and tile Mansion, Farm House, and convenient and extensive farm Buildings, and water-power Thrashing Machine, &c.
The above Estate has been for some years in the hands of the proprietor, who has laid out many thousand pounds upon it in improvements, and offers to the capitalist and agriculturist an opportunity seldom to be met with of investing money to advantage.
The Estate may be viewed on application to the bailiff at the house; and for any further information, apply to Mr. SAMUEL GINDERS, Land Agent, Ingestre, near Stafford; or at the Office of Messrs. KEEN and HAND, Stafford, where particulars and plans descriptive of the Estate may be had fourteen days before the sale.

STAFFORDSHIRE.—VALUABLE AND EXTENSIVE ESTATES.—To be SOLD by AUCTION, by CHARLES KNIGHT, at the Vine Inn, Stafford, in the county of Stafford, on Tuesday, the 23rd day of July, 1844, at Two o'clock in the afternoon, several valuable ESTATES, containing upwards of two thousand and fifty acres of land, situate in the southern division of the county of Stafford, viz.:—
THE SEVERAL MANORS OF CHURCH EATON AND WOOD EATON,
With the Chief Rents appurtenant thereto. The complete and eligible Estate called
"THE WOOD EATON ESTATE,"
Containing upwards of 835 acres of rich arable, meadow, and pasture Land. The compact and desirable messuage called
WOOD EATON HALL,
With other Farm Houses, Buildings, and several Cottages and Gardens, in the most complete state of cultivation and repair, in the several occupations of Henry Cotterill, esq. Mr. George Parkes, and others. An excellent and substantially-built
WAREHOUSE, WITH DWELLING-HOUSE,
Machine, and Wharf, and 32 Acres of Land, lying on the banks of the Liverpool and Birmingham Canal, in the occupation of Thomas Haynes. Also several small lots of LAND, lying within the parish of Church Eaton, in the occupation of Mr. Thomas Bennet and others.
THE MANOR OF AND ESTATE AT THE REULE,
In the parish of Bradley, containing 328 acres in a ring fence, and adjoining, on one side, to the Wood Eaton Estate, together with suitable buildings, &c. in good repair, in the occupation of Mr. John Shutt.
AN ESTATE AT ALLSTON,
In the parishes of Gnosall and Haughton, containing 109 acres, with buildings, &c. attached, in the occupation of Mr. Thomas Babb. Also,
THE MANOR OF, AND ESTATE AT, MITTON,
In the parish of Penkridge, containing about 686 acres of excellent land, in a ring fence, with three farm houses, buildings, &c. in the several occupations of Mr. Thomas Bennett, Mrs. Elizabeth Rogers, and Mr. Edward Shemilt, in a most complete state of repair.
The whole of the above estates are in a high state of cultivation, and let to a most respectable tenantry, offering to the public an opportunity seldom to be met with of investing capital. The Liverpool and Birmingham Canal runs through the Wood Eaton Estate, and the projected line of Railway from Shrewsbury to Stafford passes through the Wood Eaton and Reule Estates. The estates are situate about 12 miles from Wolverhampton, 5 from Stafford, and 7 from Newport. They abound in game, and lie contiguous to the preserves of Lord Hatherton, and T. W. Giffard, esq.
Printed particulars, with maps of the estates, may be had after the 15th day of June, from Mr. SAMUEL GINDERS, Land Agent, Ingestre; Messrs. KEEN and HAND, Solicitors, Stafford, or from the Auctioneer, Stafford.

IMPORTANT.—One of the most respectable firms in Paris is desirous of obtaining an active and intelligent Agent in every trading town of Great Britain (London excepted), for the management of a business of infallible benefit proportionate to the diligence with which it is conducted. The habits of a merchant are not indispensable, nor is any advance of funds required, but merely the qualifications of diligence and integrity.
Address, post-paid, to L. B., Mr. Deacon's, 3, Walbrook. All applications must be accompanied with a reference to respectable parties, and an answer will be sent to the applications as soon as possible.

TO SOLICITORS, &c.—Mr. W. H. SIMPSON, AUCTIONEER and SURVEYOR, having succeeded to the business of the late J.A. CREATON (established 1785), begs to announce that he has completely revised, and very considerably REDUCED the scale of CHARGES usually adopted on SALES by AUCTION, and trusts by a strict regard to economy and constant devotion to the interests of those who may honour him with their patronage, to ensure a continuance of their support.
CITY AUCTION and ESTATE OFFICES, 58, Great Tower-street.

THE LONDON "IMPROVED MANIFOLD LETTER WRITER, for producing a Letter and several copies at one time, complete for 7s. 6d. Travelling Cases, 7s. 6d. each. Superfine Draft Paper, 8s. 6d. per Ream. Lithography executed at moderate charges. Gentlemen visiting London will find great advantage by purchasing at the London Paper and Parchment Warehouse, CLOSSON and CO. 17, Holborn (opposite Furnival's Inn). Country orders executed.

Insurance Companies.

FREEMASONS' and GENERAL LIFE ASSURANCE COMPANY, 11, Waterloo-place, Pall Mall, London. Business transacted in all the branches and for all objects of Life Assurance, Endowments, and Annuities, and to secure contingent Reversions, &c. Information and Prospectuses furnished.

JOSEPH BERRIDGE, Secretary.

LONDON, EDINBURGH, and DUBLIN LIFE-ASSURANCE COMPANY, 3, Charlotte-row, Mansion-house, and 18, Chancery-lane, London.

DIRECTORS.

KENNETT KINGSFORD, Esq., Chairman.
BENJAMIN IFILL, Esq., Deputy-Chairman.

Alexander Anderson, esq.	James Hartley, esq.
John Atkins, esq.	John M'Guffie, esq.
James Bidden, esq.	John Maclean, Lee, esq.
Captain F. Brandreth.	J. M. Rosseter, esq.

AUDITORS.

H. H. Cannan, esq. | Robert E. Alison, esq.

MEDICAL ADVISER—Marshall Hall, M.D., F.R.S., L. & E.

SECRETARY—John Emerson, esq.

SOLICITORS—Messrs. Palmer, France, and Palmer.

THIS IS THE ONLY COMPANY who are bound by their deed of constitution not to dispute any Policy, unless they can prove that it was obtained by fraudulent misrepresentation; the great aim and object of the Society having been to render Life Policies COMPLETE SECURITIES and NEGOTIABLE DOCUMENTS, which shall owe their value to the certainty of the contracts upon which they are founded, and be independent of the liberality or caprice of those who shall be in the management of the affairs of the Company when the claims arise; and for this purpose the Company have, by a clause in their deed of constitution, unhesitatingly deprived themselves of the power of objecting to any policy, unless they undertake to prove that it was obtained from them by fraudulent misrepresentation. The regulations common to all other Life Companies, which make the validity of assurance contracts dependent upon the perfect correctness of the many statements required from a proposer for a Life Policy, and which have given rise to almost all the questions which have been argued in the courts, and to many extra-judicial compromises, are thus entirely abrogated; and nothing but fraud, proved to have been committed against them, can vitiate a policy granted by this Company.

THIS IS THE ONLY COMPANY from whom the assured, on the mutual principle, receive the whole of the mutual accumulations, and also a guarantee from the Shareholders for the sums assured.

THIS IS THE ONLY COMPANY who bind themselves to pay the sums in the Policies, although the debts for which they were effected shall have been liquidated before the claims arise; the Company considering it only just towards the assured, that where premiums have been received for assuring a given amount, that amount should be paid when it becomes due, without dispute or deduction; and they undertake to do so without reference to the state of the accounting between the assured and his debtor.

THIS IS ALMOST THE ONLY COMPANY who grant in favour of creditors *whole world* Policies, whereby the debt is secured, although the debtor should go beyond the limits of Europe.

The premiums, calculated according to the Carlisle tables, are lower than usual upon young lives, where participation in the profits is not required; and for short assurances, which, at the option of the assured, may be continued for life, the rates are as low as a due regard to complete security will permit.

TRIENNIAL ASCENDING SCALE TO ASSURE £100.

Age.	1st Three Years.			2nd Three Years.			3rd Three Years.			4th Three Years.			Remainder of Life.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
25	1	2	7	1	9	9	1	16	11	2	4	1	2	11	3
35	1	9	9	1	19	6	2	9	3	2	19	0	3	8	9
45	2	1	0	2	14	10	3	8	8	4	2	6	4	16	4
55	3	11	1	4	10	9	5	10	5	6	10	1	7	9	9
60	4	8	11	5	17	4	7	5	9	8	14	2	10	2	7

BY THE HALF-PREMIUM PLAN, only one-half of the premium for the first seven years is required, the other half being payable at the convenience of the assured; thus allowing a Policy to be continued for seven years at one-half of the usual rate, or to be dropped at one-half of the usual sacrifice, and entitling the assured, seven years hence, when loss of health may prevent him from effecting a new assurance, to continue a Policy at a rate of premium applicable to an age seven years younger. The Half-premium plan of assurance, as practised by this Company, thus enables persons to retain to their own use the one-half of the premiums for the first seven years, at 5*l.* per cent. interest. Thus, suppose the ordinary premium for an assurance of 500*l.* to be 10*l.*, the first payment by the half-premium plan will be five guineas, being the one-half of the 10*l.*, and interest for the retained half; and, if death should occur in the first year, the sum of 500*l.* would be paid less the 5*l.* retained. The assured may thus have the use for the first year of 5*l.*; for the second of 10*l.*; and so on till the end of the seventh year, when the retained sums, amounting to 35*l.*, may either be repaid, or retained at 5*l.* per cent. interest until death, when the 35*l.* would be subtracted from the 500*l.* then payable by the Company.

TO ASSURE £100 ON HALF-PREMIUM SYSTEM.

Age.	£	s.	d.	Age.	£	s.	d.
15	0	16	1	40	1	11	5
20	0	18	6	45	1	16	6
25	1	0	7	50	2	8	9
30	1	3	6	60	3	10	3

COMMISSION.—The Solicitor who transacts a Policy with this Company, is considered as the Agent during its whole currency, and receives commission upon all future premiums, by whomsoever they may be paid.

Prospectuses and schedules are forwarded to applicants, free of expense, by the Manager and Agents.

ALEX. ROBERTSON, Manager.

Insurance Companies.

UNITED KINGDOM LIFE ASSURANCE COMPANY, 8, WATERLOO-PLACE, PALL-MALL, LONDON.

Established by Act of Parliament in 1834.

DIVISION OF PROFITS AMONG THE ASSURED.

HONORARY PRESIDENTS.

Earl of Errol.	Earl Somers.
Earl of Courtown.	Lord Viscount Falkland.
Earl Leven and Melville.	Lord Elphinstone.
Earl of Norbury.	Lord Belhaven and Stenton.
Earl of Stair.	

DIRECTORS.

James Stuart, Esq., Chairman.
Hananel De Castro, Esq., Deputy Chairman.

Samuel Anderson, Esq.	Charles Graham, Esq.
Hamilton Blair Avarne, Esq.	F. Charles Maitland, Esq.
Edw. Boyd, Esq., Resident.	William Railton, Esq.
E. Lennox Boyd, Esq., Asst. Resident.	John Ritchie, Esq.
	F. H. Thomson, Esq.
Charles Downes, Esq.	

Surgeon—F. Hale Thomson, Esq., 48, Berners-street.

This Company, established by Act of Parliament, affords the most perfect security in a large paid-up Capital, and in the great success which has attended it since its commencement in 1834,

Its Annual Income being upwards of £60,000.

In 1841, the Company declared an addition to the Shareholders of one-half of their Stock, and also added a Bonus of 2*l.* per cent. per annum on the sum insured to all policies of the participating class from the time they were effected.

The Bonus added to policies from March, 1834, to the 31st Dec., 1840, is as follows:—

Sum Assured.	Time Assured.	Sum added to Policy.
£5,000	6 Yrs. 10 Months.	£683 6s. 8d.
5,000	6 Years	600 0 0
5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, **and only one-half need be paid for the first Five Years,** where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

NEW PROSPECTUS.—ALBION LIFE INSURANCE COMPANY, instituted in 1805, New Bridge-street, Blackfriars.

BONUS every Three Years. Eighty per Cent. or Four-fifths of the Profits returned on Policies effected after the 1st May, 1844.

The new Prospectus, containing a full detail of the highly advantageous Terms on which Life Insurances are now granted by this Company, may be obtained at the Company's Office.

EDWIN CHARLTON, Secretary.

LONDON REVERSIONARY INTEREST SOCIETY, 4, New Bank-buildings, and 10, Pall-mall East. Established in 1836, for the purchase of Reversionary Property, Policies of Insurance, Life Interests, Annuities, &c.

Capital, £400,000, in 8,000 Shares, of £50 each.

DIRECTORS.

Sir Peter Laurie, Alderman, Chairman.
Francis Warden, Esq. (Director H.E.I.C.), Vice-Chairman.

Archibald Cockburn, Esq.	Charles Hertslet, Esq.
John Connell, Esq.	Walter Alex. Urquhart, Esq.
William Petrie Craufurd, Esq.	George Webster, Esq.
Benjamin Boyd, Esq.	Mark Boyd, Esq.
John Irvine Glennie, Esq.	

Bankers—The Union Bank of London.

Solicitors—Messrs. Amory, Sewell, and Moores, 25, Throgmorton-street.

Secretary—Thomas Huggins, Esq., 4, New Bank-buildings.

Actuary—John King, Esq., 10, Pall-mall East.

Parties desirous of disposing of Reversionary Property, on equitable terms, and without unnecessary delay, may obtain blank forms of proposal on application either to the Secretary or Actuary of the Society.

JOHN KING, Actuary.

NATIONAL LOAN FUND LIFE ASSURANCE SOCIETY, 26, Cornhill, London.

Capital, 500,000*l.*

Empowered by Act of Parliament.

DIVISION OF PROFITS.

The steady success and increasing prosperity of the Society has enabled the Directors, at the last annual investigation, to declare a second Bonus, averaging 60 per cent. on the amounts invested on each Policy effected on the Profit scale.

EXAMPLES.

Age.	Sum.	Premium.			Year.	Bonus added.			Bonus in Cash.			Permanent Reduction of Premium.			Sum the Assured may Borrow on Policy.		
	£	£	s.	d		£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
					1837	170	9	3	77	5	1	12	3	9	346	2	3
60	1000	74	3	4	1838	144	2	2	64	5	6	9	16	4	296	13	4
					1839	116	16	0	51	5	11	7	11	9	247	4	5

The division of profits is *annual*, and the next will be made in December of the present year.

The Institution offers many important and substantial advantages with respect to both Life Assurances and Deferred Annuities. The assured has, on all occasions, the power to borrow, without expense or forfeiture of the Policy, two-thirds of the premiums paid (see table); also the option of selecting benefits, and the conversion of his interests to meet other conveniences of necessity.

Assurances for terms of years are granted on the lowest possible rates.

F. FERGUSON CAMROUX, Secretary.

Insurance Companies.

NORTHERN REVERSION COMPANY, 5, North St. David-street, Edinburgh.

This Company was established to enable parties at any time to obtain the fair value of rights to property depending on contingencies or sums of money, which, from being life-rented, or from other causes, do not become payable till a future and distant period. The Company accordingly purchase, by a present advance, Reversions, Legacies, and Provisions, which cannot be received till a future date, Rights of Succession, Life Interests, and Annuities; Policies of Assurance, of several years' standing, &c. The Manager will give every information to parties wishing to transact with the Company, and supply printed Forms of Proposals to be submitted to the Directors.

WILLIAM WOOD, Accountant, Manager.

DISEASED AND HEALTHY LIVES ASSURED.

MEDICAL, INVALID, AND GENERAL LIFE OFFICE, 25, PALL MALL, LONDON.

THIS Office is provided with very accurately constructed Tables, by which it can ASSURE DISEASED LIVES on Equitable Terms.

The EXTRA PREMIUM DISCONTINUED on restoration of the Assured to permanent health.

INCREASED ANNUITIES granted on UNSOUND LIVES, the amount varying with the particular disease.

Members of CONSUMPTIVE FAMILIES ASSURED at Equitable Rates.

HEALTHY LIVES are Assured at LOWER RATES than at most other Offices.

POLICIES of twelve months' standing are NOT AFFECTED BY SUICIDE, DUELLING, &c.; and Assigned Policies are valid from the date of the Policy, should death ensue from any of these causes.

F. G. P. NEISON, Actuary.

PUBLIC NOTICE.—Her Majesty's Commissioners of Woods, Forests, and Land Revenues, having taken Mr. GRIMSTONE'S extensive premises in Broad Street, Mr G. has, at a very considerable expense, prepared very commodious premises, 434, Oxford Street, at which place he earnestly solicits a continuance of the kind support with which he has been favoured by the nobility and public generally. Mr. Grimstone's commercial intercourse enables him to vend his foreign goods in the most genuine condition; and he pledges himself to continue the manufacture of every article in its pure and pristine state. Testimonials of undoubted authority from the highest characters, proving the efficacy of his EYE SNUFF, may be seen at the warehouse, as above, and in the third edition of his Almanack, 1843 and 1841. GRIMSTONE'S EYE SNUFF, sold in canisters, 8d. 1s. 3d. 2s. 4d. 4s. 4d. 8s. and 15s. 6d. each.

To Wm. Grimstone, Esq. 434, Oxford Street.

26th Aug. 1843.

Sir,—I was a sufferer for seven years, both eyes having been so swollen as to cause blindness. Among the many medical gentlemen who attended me was the famous oculist, Dr. ALEXANDER; indeed, I do believe my case was *beyond all their skill*. "Physic, bleeding, blistering, with a seton, and all kinds of lotions, but no relief," till chancing one day being led by your house, 39 Broad Street, Bloomsbury, my guide inquired if I had tried your Eye Snuff, on which I purchased a 1s. 3d. canister, opened it in the shop, took some, and was greatly relieved before I reached my home. I can with truth assert, and make oath if required to do so, that it was your Eye Snuff cured me. Shall be happy to answer any inquiry. I continue to use it as frequently as other snuff.—(Third testimony to the above-named.)

I am, Sir, yours gratefully,
L. S. BREWER,
Dress Maker, 18, Silver Street,
late of 3, Edge Terrace, Kensington Gravel-pits.

36, Upper Stamford Street, Oct. 3, 1842.

Sir,—During my sedentary occupation as a literary man, I was subject to excruciating pains in the head, which frequently caused blindness for a time. I have taken your Eye Snuff for the last two years; and from my first using it, have been free from pain, and see without the use of glasses at this time. G. W. M. REYNOLDS.

Any of the above sizes can be sent through the post, on receiving a cash order, postage included.

IMPORTANT to the FASHIONABLE WORLD.—By far the most influential of all the graces that contribute to personal adornment is the hair. Its recovery, preservation, and improvement, proportionally concern the élégantes of a fashionable circle, and any information which will insure these desirable results will be hailed as an inestimable boon. The following extract from the letter of a respectable chemist in Bridlington will be read with the highest interest:—

"A lady, a customer of mine, has found great benefit from the use of your Balm. About six months ago her hair nearly all fell off. I recommended her to try your Balm of Columbia, which she did. In the course of a few applications, the hair ceased to fall off. Before she had used one 3s. 6d. bottle it began to grow very profusely, and she has now a very beautiful head of hair.

"I am, gentlemen, yours respectfully,
"WM. SMITH,
"Chemist and Druggist, Market-place,
Bridlington.

"To Messrs. C. and A. Oldridge, March 13, 1844."

C. and A. OLDRIDGE'S BALM causes the hair to curl beautifully, frees it from scurf, and stops it from falling off, and a few bottles generally restore it again; it also prevents greyness. Price 3s. 6d., 6s., and 11s. per bottle. No other prices are genuine.

Oldridge's Balm of Columbia, 1, Wellington-street, the second house from the Strand.

CAPITAL INVESTMENTS. — FIVE elegant FAMILY RESIDENCES on the Bishop of London's PADDINGTON ESTATE.

MESSRS. RUSHWORTH and JARVIS are directed by the Trustees, for the benefit of the Creditors of Mr. James Steel, to SELL by AUCTION, at Garraway's, on FRIDAY, July 26, at Twelve, in Five Lots, valuable LEASEHOLD PROPERTY, held for ninety-two years, at ground-rents, comprising nearly the whole of Park-place, near Paddington-green. The houses present an elegant elevation, of a very ornamental character, in the terrace style. They are all finished in an expensive manner, and are fit for occupation; uniting most of the improvements in houses in this highly-respectable neighbourhood, and they will be found to possess great attractions to those who would invest in good house property. Park-place is midway between Paddington-green and Maida-hill West, and the houses are numbered 9 to 13, inclusive.

May be viewed till the sale, on application at No. 10; and printed particulars had of Messrs. MULLINS and PADDISON, Solicitors, 1 Great James-street, Bedford-row; at Garraway's; and of RUSHWORTH and JARVIS, Saville-row, Regent-street, and 19, Change-alley, Cornhill.

SAFE and ELIGIBLE INVESTMENT.—A RENT-CHARGE producing a net Income of 412*l.* a year, as secure as the Government Land-tax, being a first Annual Charge upon the Lands of a whole Parish collected under the Powers of the Act for the Commutation of Tithes.

MESSRS. RUSHWORTH and JARVIS have the honour to announce to capitalists that they will SELL by AUCTION, at Garraway's, on FRIDAY, July 26, at Twelve, in One Lot, an INCOME, averaging during the last three years 412*l.* per annum, after payment of every out-going, including collector's poundage; it is, therefore, confidently recommended to those capitalists who are desirous of increased income beyond what the funds yield, and who have wisely resolved to realize at the extraordinary prices of the day. The nature of the security may be easily ascertained on reference to those parishes where the tithe has been commuted, when it will be found that the collector of the payment in lieu of tithes takes priority of the landlord, with full powers of distress, therefore assimilating the income, in the security of its title and certainly of collection, to the government land-tax.

The particular property now to be offered for sale comprises the rent-charge secured upon the whole parish of Constantine, in Cornwall. The income is remarkably steady, the fluctuation during the last three years being only 6*l.* on the whole parish, regulated by the annual corn averages as published in the *London Gazette*.

This valuable property is leasehold under the Dean and Chapter of Exeter, the particulars of which, with every information, may now be obtained at the Office of Messrs. RUSHWORTH and JARVIS, Land Agents and Surveyors, Saville-row, Regent-street, and 19, Change-alley, Cornhill, of whom printed particulars may be obtained fourteen days prior to the sale; also of WILLIAM STEPHENS, Esq., Solicitor, 30, Bedford-row; and of Messrs. EVERY and SON, Solicitors, Exeter.

POSTPONED TO THE NINTH OF AUGUST.

IN YORKSHIRE.—RAVENSTHORPE, near Thirsk.—A MANORIAL ESTATE, with a Domain of 1513 acres, within a Ring Fence, abounding with every description of Game, in a fine sporting part of the North Riding, and close to the far-famed Hambleton Training Grounds, with an excellent Modern Residence, seated on an Eminence, surrounded by Scenery which, for beauty and extent, may be compared to the finest parts of Devonshire; with a good Trout Stream running through the Estate. The distance only 25 miles from York, and within 11 hours' ride of London.

MESSRS. RUSHWORTH and JARVIS have the honour to announce for SALE by AUCTION, at Garraway's, on Friday, August 9, at twelve (unless an acceptable offer shall be previously made by Private Contract), the important and truly desirable FREEHOLD ESTATE, consisting of the Manor of Ravensthorpe, with its courts leet and courts baron, and a domain of 1513 acres of excellent arable, rich meadow, pasture, and wood land, situate in the parish of Feliskirk, 4½ miles from the capital market town of Thirk, and 10 from Northallerton. The residence, which is placed on the slope of an eminence, has a south aspect, and is sheltered from the north by high banks of wood and thriving plantations; was erected a few years since, in the most substantial and costly manner, of stone, and is suited to a family of moderate requirements. The stabling and out-offices are very superior, and combine every accommodation for a gentleman's hunting and shooting establishment, and being within reach of several packs of hounds (some of which occasionally meet upon the estate), and the adjacent moors affording excellent grouse and woodcock shooting, every attraction is presented to a lover of field sports; and to the admirer of nature there are to be enjoyed, from the elevated position of the residence, views of surpassing beauty, overlooking the picturesque village of Boltby, with the rich meadows belonging to the estate which lie in the valley beneath, and the more distant lands interspersed and fringed by woods and plantations, bounded on the east by the bold range of the Hambleton hills, whereon are the far-famed training-grounds, whilst the distant moors, rising majestically in the back-ground, enclose the whole scene, and form one vast amphitheatre, with hill and dale, wood and valley, broken into the most imposing and picturesque scenes. The estate is divided into several compact farms, with excellent homesteads and commodious buildings, with a water corn-mill, 19 houses and cottages with gardens, with the inn in the village of Boltby, all erected of stone. The residence, with the woods, extensive moor, and a small portion of the lands, are in hand, the remainder is occupied by a highly respectable tenantry, at rents amounting to per annum 900*l.* which might be materially increased under judicious management without diminishing the contentment which at present exists throughout this enviable domain.

The estate may be viewed on application to Mr. DYER, at West Acre Lodge, near Thirsk, of whom printed particulars, with plans, may be obtained 21 days previous to the sale, and may also be had at the inns of adjacent towns; and in London of Mr. C. K. DYER, 4, New Broad-street; Messrs. LOWE, SWEETING, and BYRNE, Solicitors, 22, Southampton-buildings, Chancery-lane; and at the offices of RUSHWORTH and JARVIS, Land Surveyors, &c., Saville-row, Regent-street, and 19, Change-alley, Cornhill.

ON THE CROWN ESTATE.—IMPORTANT INVESTMENT, comprising that noble edifice, the EGYPTIAN HALL, PICCADILLY, yielding an income of upwards of 1,000*l.* a year, after payment of ground-rent.

MESSRS. RUSHWORTH and JARVIS are directed by the Executors of the late George Lackington, esq. to SELL by AUCTION, at Garraway's, on FRIDAY, July 26, at Twelve (unless an unexceptionable offer should previously be made by Private Contract), the UNEXPIRED TERM of LEASE, for twenty-eight years, at a ground-rent, of the distinguished PREMISES so long celebrated as the Egyptian Hall, presenting a frontage of fifty-seven feet to Piccadilly, with an elevation singularly bold and attractive. The present rental is derived from two elegant front shops, with convenient apartments attached, let to Messrs. Barry and to Mr. Reeve, as permanent tenants; the remainder is occupied by the several caterers for public amusement and instruction, comprising the Grand Hall, the Bazaar-room, the Lecture-room, and various ante-rooms; immense warehouses range through the basement and store-house, kitchen, cellaring, &c. approached from Piccadilly through a gateway, ten feet wide. This most valuable pile of buildings is centrical to all parts of the Court-end of the metropolis; it is close to New Bond-street, St. James's-street, near to the royal Palace, the club-houses, and every place of fashionable resort; it presents unrivalled attractions for a national museum for the display of works of art or improvements in manufactures, and is well worthy the attention of a government distinguished for its encouragement of every object or undertaking calculated to elevate the public taste and provide for the rational enjoyment of the people. To the capitalist this sale opens a source of revenue increasing with the rapid extension of the metropolis, already the great focus of attraction to the inhabitants of the provinces, who are hourly borne towards the centre of amusement by the rail-roads, which now radiate to every great city and town in the kingdom.

The premises may be viewed, by permission of the tenants, on application to the porter; and printed particulars may be obtained at Garraway's; of THOMAS NIAS, Esq. Solicitor, 5, Copthall-court, Throgmorton-street; and of RUSHWORTH and JARVIS, Saville-row, Regent-street, and 19, Change-alley, Cornhill.

Bedfordshire.—Very eligible Freehold Estates, in the parish of Sandy, cultivated as Garden Ground, and offering to Trustees safe and profitable Landed Investments, not to be influenced by any change in the Corn-laws; also a Freehold Family Residence and other property, at Caldecote. The whole Tithe-free and Land-tax Redeemed.

MESSRS. RUSHWORTH and JARVIS are instructed by the Mortgagees, with the concurrence of the Devisees in Trust under the will, to SELL by AUCTION, at Garraway's, early in the month of August, in several Lots (unless previously disposed of by private contract), a very desirable FREEHOLD PROPERTY; comprising 170 acres of land, with two farm homesteads, situate at Beeston, in the parish of Sandy, a district proverbial for the remarkable richness and fertility of the soil, and highly valuable as garden ground; a portion of which was late in the occupation of the deceased, and the remainder is let on long leases to responsible tenants, at almost incredibly high rents, and substantial additional advantages to the property may be looked for from the newly-projected line of railway, direct from London to York, which it is contemplated will pass over this estate. There are likewise several cottages, a wheelwright's shop, and brewhouse, at Beeston-green; also a spacious family residence, with possession, in a fine sporting country, and having extensive stabling and outbuildings; a licensed ale-house, eleven cottages near thereto, and four acres of luxuriant garden-ground adjoining, situate at Caldecote, only one mile distant from the preceding property, and equidistant with the capital market-town of Biggleswade, eight miles from the county town of Bedford, and only forty-seven miles from London, on the Great North-road.

Printed particulars, with plans, may be obtained on the premises, at Caldecote; at the principal inns in the neighbouring towns: and in London of Messrs. BARKER, ROSE, and NORTON, Solicitors, 50, Mark-lane; of Messrs. GREGORY, FAULKNER, GREGORY, and BOURDILLON, Solicitors, 1, Bedford-row; at Garraway's; and at the offices of RUSHWORTH and JARVIS, Land-surveyors and Auctioneers, Saville-row, Regent-street, and 19, Change-alley, Cornhill.

NETLEY ABBEY, SOUTHAMPTON.

Two newly-erected Freehold Marine Villas, and 18 Acres of Land, presenting highly eligible and charming sites for the erection of Marine Residences, on the South Cliff, with shore rights, situated in the bosom of the delightful scenery of this celebrated ruin, which is clothed with fine trees and underwood, embracing commanding views of the Southampton Water, the Solent Sea, Calshot Castle, the New Forest, the Town and Pier of Southampton; also of the Isle of Wight, and her Most Gracious Majesty's new Residence at East Cowes.

MR. FREDERICK CHINNOCK has been instructed to SELL by AUCTION, at the Auction Mart, City, on Friday, August 2, 1844, at One o'clock precisely, in lots, the above substantially-built VILLAS, which are ready for immediate occupation, with the exception of decoration, which will be left to the taste of the purchaser. They are of modern elevation, with projecting roofs, and faced with the celebrated Exbury white brick, and are so arranged that they can be easily converted into one establishment, if required. The land is charmingly formed by Nature for the erection of Villa Residences, and will be so lotted. It is situated close to Netley Abbey, immediately facing Cadlands, the magnificent seat of Andrew Berkeley Drummond, esq. It is approached by a capital road, distant two miles from Southampton, and within about three hours' ride of the metropolis.

Mr. Chinnock feels he cannot do ample justice to this desirable property in the limits of an advertisement; but it will be more fully described in printed particulars, which, with plans, may be obtained of Mr. ROBERT HINVEST, Builder, Blechynden-street, and at Playford's Hotel, close to the Railway Terminus, Southampton; at the Auction Mart, City; and at Mr. CHINNOCK'S Auction and Agency Offices, 28, Regent-street, Waterloo-place.

NORFOLK.

MARSHLAND.—DESIRABLE INVESTMENT, in the immediate neighbourhood of the well-frequented market-town and port of Wisbech, which is likely to be rendered more productive by means of the several railways now in contemplation between Norfolk and the North and West of England. To be SOLD by AUCTION, on Saturday, the 27th day of July, by Messrs. CROSS and SON, at the White Hart Hotel, Wisbech, at Three o'clock in the afternoon, a most valuable FREEHOLD and COPYHOLD ESTATE, in the parishes of Walsoken, Walpole, and Leverington, in the county of Norfolk, comprising several Cottages, Barns, Stables, and other buildings; and about one hundred and thirty-four acres of arable and pasture Land in the highest state of cultivation, which will be offered in Lots, as the same are described in the map or plan belonging to the said estate

Particulars may be obtained at the principal Inns in the neighbourhood; in London, of HILLER GOODMAN, Esq. Solicitor, 63, Lincoln's-Inn Fields; and of FREDERICK LANE, Esq. Solicitor, Lynn.

NORFOLK FARMS.—Desirable Investment, situate nearly equidistant from the important and flourishing sea-port town of King's Lynn and the well-frequented market-town of Swaffham, which is likely to be rendered more productive by means of the several railways now in contemplation between Norfolk and the North and West of England.—To be SOLD by AUCTION, on Monday, the 29th day of July, 1844, by Mr. W. WRIGHT, at the Crown Inn, Swaffham, at Three o'clock in the Afternoon, a most valuable ESTATE, tithe-free (except a small modus, part being freehold, and the remainder copyhold), with fine certain, in the parish of Pentney, in the county of Norfolk, comprising two commodious Farm-Houses, with Cottages, Barns, and other Farm-Buildings, and about 495 Acres of Arable, Pasture, and Fen Land, which will be offered in Lots, as the same are described in the map, or plan, belonging to the said Estate.

Particulars may be obtained at the principal Inns in the neighbourhood; in London, of HILLER GOODMAN, Esq. Solicitor, 63, Lincoln's-Inn Fields; and of FREDERICK LANE, Esq. Solicitor, Lynn.

MARSHLAND FARM, NORFOLK.—DESIRABLE INVESTMENT, in the immediate neighbourhood of the flourishing town and port of KING'S LYNN, which is likely to become more productive, by means of the several railways now in contemplation between Norfolk and the West and North of England. To be SOLD by AUCTION, on Tuesday, the 30th day of July, 1844, by Mr. ROBINSON CRUSO at the Globe Hotel, Lynn, at 4 o'clock in the afternoon, a most valuable FREEHOLD ESTATE, with a small part COPYHOLD, the whole being free from Land-tax, in the parishes of Tilney St Lawrence, Tilney All-Saints, and Islington, in the county of Norfolk, comprising a Capital DWELLING-HOUSE and Farming Offices, and about One Hundred and Fifty-six Acres of ARABLE and PASTURE LAND, in the highest state of cultivation; which will be offered in Lots, as the same are described in the Map or Plan belonging to the said Estate.

Particulars may be obtained at the principal inns in the neighbourhood; in London, of HILLER GOODMAN, Esq. Solicitor, 63, Lincoln's Inn-Fields; and of FREDERICK LANE, Esq. Solicitor, Lynn.

NORFOLK.—DUNHAM LODGE (lately the residence of Sir CHAS. M. CLARKE, Bart. who has left Norfolk).—To be SOLD by PRIVATE CONTRACT, a very valuable FREEHOLD ESTATE, situate at Little Dunham, five miles from Swaffham, and eight from East Dereham, in the county of Norfolk, consisting of a capital mansion house, called "Dunham Lodge," with stabling for eleven horses, gardens, shrubberies, and green-house, entrance-lodge, keeper's cottage, bailiff's house, and excellent farm buildings, and three hundred acres (or thereabouts) of very superior land lying round the house in a ring fence, of which 180 acres are arable, 70 acres are pasture, and 50 acres are woodland, abounding with game.

Also, the MANOR of LITTLE DUNHAM, extending over 1,800 acres of land, with the fines and quit rents thereto belonging.

The mansion, which stands in the centre of a small park beautifully studded with timber, comprises a drawing-room, thirty-four feet long, and dining-room and library of ample dimensions, with mahogany doors; gentleman's morning-room, four best bed-rooms, and three dressing-rooms, approached by a handsome stone staircase, seven other bed-rooms, and well-arranged domestic offices.

The furniture and the farming-stock and crops to be taken at a valuation.

The property is within two hours' drive of the Brandon station of the Eastern Counties Railway.

Immediate possession will be given.

For price and further particulars, apply to Messrs. GOODWIN, PARTRIDGE, and WILLIAMS, Solicitors, Lynn, at whose office a Plan of the property may be seen.

ELIGIBLE INVESTMENT.—R BURTON has received instructions to submit to competition by AUCTION, about the end of August, with immediate possession, an excellent FREEHOLD HOUSE, consisting of twelve rooms, with cellars, brewhouse, stable, coach-house, fore court, kitchen garden, and every requisite convenience, suitable for a genteel family, situate in Dunmow, Essex. Also a capital FREEHOLD MESSUAGE, with eight rooms, and a bakehouse with a twelve-bushel oven, stable and chaise-house with loft, and every convenience required for a respectable tradesman, situate in the village of Duton-hill, Great Easton. Unless an acceptable private offer be made for either.

For particulars inquire of the Auctioneer, Brick-house, Dunmow.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 20th day of July, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 69.] SATURDAY, JULY 27, 1844.

SUBSCRIPTION.
For One Year, paid in advance.. £2 0 0
For Half Year, paid in advance 1 1 0
Single Numbers, or on credit .. 0 1 0

Money Wanted.

MONEY.—ONE HUNDRED POUNDS WANTED, by a Tradesman in excellent business, until the 1st of January, 1845, and for which a note of hand and a warrant of attorney will be given. The sum of Ten Pounds (including the cost of the warrant of attorney) will be given for the accommodation of the loan. The best references will be given.
Address, with real name, to X. Y. Z. No. 14, Surrey-street, Strand.

MONEY. — MORTGAGE. — Wanted to borrow, from 500*l.* to 1,700*l.* on long leasehold property of ample value, situated near the Regent's-park.
Apply by letter, post-paid, to A. B. No. 6, Albion Cottages, Stoke Newington-road.

Money to Lend.

WANTED, to INVEST from 8,000*l.* to 20,000*l.* on good FREEHOLD PROPERTY, either in the city of London or within two or three miles of the same.
Particulars to be addressed to Mr. HARDING, Estate Agent, 41, Newington-causeway; or 23, St. Swithin's-lane, Lombard-street.

Situations Wanted.

LAW.—The Advertiser, who has been eight years in the Profession, will be happy to render ASSISTANCE to a respectable practitioner, in the Conveyancing and Common Law department.
Apply to A. B. at Mr. Brown's Library, Windsor.

TO COUNTRY SOLICITORS.—A steady Young Man, who writes and engrosses in a superior manner, and who can abstract Deeds and keep Books, wishes for a SITUATION. References of the highest respectability.
Please to address to VENTOR, at Mr. Vinnicombe's, 14, Prior-place, East-lane, Walworth.
N.B. A temporary engagement not objected to.

LAW.—A good and expeditious Copyist, well acquainted with the Engrossment of Deeds, &c. aged 26, and Married, without incumbrance, earnestly solicits a SITUATION in an Attorney's office, in Town or Country, at a moderate salary; or Situations for himself and wife, to mind offices, &c. Unexceptionable references can be given.
Address, T. F. M. 61, King-street, Westminster.

A YOUNG MAN, twenty-three years of age, who has been engaged for the last seven years in a respectable Solicitor's office in the country, principally as copying clerk, is desirous of obtaining a SITUATION of a similar description, or one in which he could render himself more generally useful, under the direction of the Principal.
Address A. Y., Mr. Johnson, stationer, Wisbeach, Cambridgeshire.

Situations Vacant.

WANTED immediately, in the Country, a CLERK who has been accustomed to the general routine of Country Practice in a Solicitor's Office, writes a good hand and engrosses, understands magisterial and tax business, and is fully competent to keep the ledger, and the various books and accounts of an extensive Poor Law Union. No one need apply who has not held a similar situation, and who cannot furnish unexceptionable testimonials as to integrity, diligence, and competency.
Applications, stating age, salary expected, and other particulars, may be addressed to A. B. under cover to T. M. WILKIN, Esq. Solicitor, 3, Furnival's Inn, Holborn, London.

ARTICLED CLERK to an Office of large General Business, but not in the Law.—WANTED, an ARTICLED CLERK for three years. Very many advantages of a special nature belong to the Situation. Premium, 100*l.* Salary during the three years, 20*l.* per annum. Office hours, 10 to 5. A permanent place afterwards. None but the most respectable parties need apply. The clerk must, of course, board and lodge with his family.
Address, with real name, to A. D. G. No. 14, Surrey-street, Strand.

MEDICAL PUPIL WANTED by a very highly respectable Medical Practitioner in Sussex, who has an extensive practice, and is Surgeon to a large Union. The Pupil would board and lodge with the family, and be treated as a son. Premium moderate, considering the great advantages which would be enjoyed.
Address T. B. at the Authors' Institute, 14, Surrey-street, Strand.

Partnership Wanted.

A PARTNER WANTED, in an Establishment, who can command from 3,000*l.* to 5,000*l.* The article manufactured is one of constant and general demand in both the home and foreign markets. The present proprietor and patentee has adopted a new method of making it by machinery. It is already in great repute, universally approved, and is fast superseding all others.
Apply by letter to X. Y. 3, Enfield-road, Kingsland-road.

Practice for Sale.

LAW PRACTICE.—To be immediately DISPOSED OF, producing from 350*l* to 400*l.* per annum, in one of the Midland counties. The connection lies principally amongst Dissenters, and therefore a Dissenter would be preferred. The above affords a favourable opportunity for a young man seeking an introduction into practice, and which, by attention and perseverance, may be considerably increased. Satisfactory reasons will be given why the same is disposed of.
Apply for further particulars, by letter, post-paid, to X. Y., Mr. Cartwright's, Law Stationer, Chancery-lane.

TO SOLICITORS.—A Gentleman holding offices in a good market-town and agricultural district, is desirous of disposing thereof. Sufficient reasons will be given.
Letters to be addressed to A. Z., LAW TIMES Office, 29, Essex-street, Strand, London.

Agency.

INSOLVENT LAW AGENCY, under the Two Acts of Parliament for the Relief of Insolvent Debtors, as administered in the Bankruptcy Court and the Court for Relief of Insolvent Debtors. As Solicitors of experience in each Court, they will be happy to accept Professional Business in the above Courts, on Agency, from Solicitors who cannot devote their time to Insolvent Cases.
Apply to Messrs. BUCHANAN and GRAINGER, 8, Basinghall-street, opposite the Bankruptcy Court.

NOTICE.—To PROFESSIONAL GENTLEMEN.—Papers from all parts of the United Kingdom are regularly filed for inspection at W. THOMAS'S Town and Country Advertising Office, 21, Catherine-street, Strand, where Advertisements, Births, Deaths, Marriages, and all public announcements are received, and punctually inserted in the London, Country, Foreign, and Colonial Newspapers, and Periodicals, and the papers supplied.
W. THOMAS, General Advertising Agent, 21, Catherine-street, Strand.

FURNISHED HOUSE WANTED, in the neighbourhood of KENSINGTON town, where there is a good garden; near to omnibuses; a detached house would be preferred.
For Terms and particulars, address by letter, post-paid, to W. W. at the Clerical Registry, 14, Surrey-street, Strand.

OFFICES, 15, Bridge-street, Blackfriars.—OFFICES, or Resident Chambers, to be LET. On the First Floor, two spacious rooms; on the Second Floor, three rooms, store-closet, and water-closet; also excellent sleeping-rooms on the Third Floor. A man and his wife on the premises to attend.
Apply on the premises.

ESTABLISHED IN 1834.

GRAYSTON and EARLE, British and Foreign STOCK and SHARE BROKERS, York.

Sales by Auction.

Copyhold Estates, Hampstead-heath, let on lease at low rentals, exceeding 160*l.* per annum.

MR. HERRING is directed to SELL by AUCTION, at the Mart, on Tuesday, August 13, at Twelve, in two lots, very eligible COPYHOLD ESTATES, on the Manor of Hampstead, comprising a genteel and convenient Residence, with garden and appurtenances, beautifully situate on the western side of the heath, in the occupation of E. Cardale, Esq. near the Castle Tavern. Also a commodious Cottage Residence, with lawn and pleasure-ground, occupied by Dr. Weatherhead, delightfully situate in the eastern part of the Vale of Health, commanding views of Caen-wood and the metropolis.
The estates may be viewed, by previous application to the Auctioneer; and particulars had at the Castle Tavern, and of Messrs. PAXON, Hampstead; of Messrs. SHARP, FIELD, and JACKSON, Solicitors, Bedford-row; of Messrs. MUNTON, DRAPER, and MUNTON, Banbury, Oxon.; at the Auction Mart; and of Mr. HERRING, 109, Fleet-street.

Sales by Auction.

Splendid Collection of extraordinary fine Marbles, Bronzes, rare old China, and Articles of taste and vertu; the property of a gentleman going abroad, and worthy the attention of connoisseurs of the fine arts.

MESSRS. BROOKS and GREEN having disposed of the premises and household furniture of Sussex House, Hammersmith, have received instructions from the Proprietor to SELL by AUCTION, on the Premises, on Wednesday, August 7th, and two following days, at One each day, a most splendid COLLECTION of ARTICLES of taste and vertu, amongst which will be found an extraordinarily fine marble group of Adam and Eve by Rinaldi, and the Rape of Proserpine by Bernini, both size of life, also other splendid groups, busts, and basso relievo pedestals, vases and fonts in Egyptian and other rare marbles and porphyry, splendid bronzes both in groups and single figures, busts, and vases of the highest quality, and fine old Florentine work, rare old Dresden, Sevres, Chelsea, and oriental china, tazza, groups, vases, &c. an elaborately chased silver-gilt chalice set in pearls and precious stones, chased silver cups, tazzas, figures, &c. gold cups, carved ivory tankards and cups, crystals, gallery of paintings and drawings, a large collection of miniatures from the Grand Duke's gallery at Florence, carved oak, buhl, and ormolu tables, with fine slabs of Egyptian granite, Malachite porphyry, Florentine Mosaic, and Dresden, very fine old stained glass, two pianofortes by Broadwood, double-action harp by Erard, and other valuable items too numerous to be mentioned; an extensive collection of rare stove, hot, and green-house plants; carriages, horses, and cows.
May be viewed on Tuesday, the 6th of August, by catalogues only, at 1s. each, which may be had of Messrs. BROOKS and GREEN, Auctioneers and Surveyors, 28, Old Bond-street.

Valuable Mining Property, situate in the Forest of Dean, Gloucestershire.

MESSRS. BROOKS and GREEN have received instructions to SELL by AUCTION, at the MART, opposite the Bank of England, on Wednesday, the 28th day of August, 1844, at twelve o'clock (unless in the meantime disposed of by private contract), all those Gales or Galeworks known as the SCOWLES IRON MINE, situate at Coleford, Gloucestershire, with two newly-sunk shafts. The iron ore is of the richest quality; and the present very flourishing state of the iron trade combines to render this a very eligible opportunity for any gentleman of moderate capital seeking to realize a handsome income from a lucrative and agreeable occupation.
Printed particulars may be had at the Coleford Inn, Coleford; the Booth Hall, Gloucester; of J. H. HOWARD, Esq. Solicitor, Cheltenham; and of Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street.

Important and extremely desirable Freehold Landed Property, in the Isle of Thanet, comprising a distinguished Marine Residence, two capital Freehold Residences, a compact Freehold Farm, and a well-accustomed Inn.

MR. LEIFCHILD has been honoured with peremptory instructions from the Proprietor to SELL by public AUCTION, at the Albion Hotel, Ramsgate, on Wednesday, August 14, at two precisely, in various lots, the celebrated and admired MARINE RESIDENCE, known as Kingsgate Castle, which has lately undergone a thorough substantial and ornamental repair, and forms one of the most interesting and attractive features on the Kentish coast. It is highly picturesque, and commands an uninterrupted view of the various passing shipping, the ocean, and French coast, beautifully seated on a magnificent cliff surrounded by its own land, and as a marine residence is entitled to high consideration. There are eight pews in St. Peter's church belonging to the estate. It is fit for the immediate reception of a family of distinction. Also a capital Freehold Family Mansion, of handsome elevation, near to the Castle, known as Holland-house, in perfect order and repair, with excellent, large, and productive garden, and every arrangement for the suitable accommodation of a large and respectable family, of which immediate possession may be had. Also an excellent Freehold Family Residence adjoining, known as Campbell-house, in perfect order and repair, and every accommodation for a respectable family. Immediate possession may be had. An eligible Freehold Estate, called George-hill Farm, situate near the preceding lots, consisting of a neat farm-house, barn, and stable, the celebrated Harley's Tower, and about 50 acres of land, extending to the edge of the cliff, with a road cut through to the beach for the purpose of getting seaweed as a manure, to which the tenant has an exclusive right. Also that desirable and valuable Freehold Property, known as the well-accustomed Captain Digby Tavern and Hotel, most eligibly situate by the side of the high road at Ramsgate, leading from Margate to Broadstairs and Ramsgate.
The whole of the property may be viewed any time preceding the sale, and particulars had of Messrs. WINTER, WILLIAMS, and CO. 16, Bedford-row; at the Libraries and Hotels, Dover, Broadstairs, St. Peter's, Ramsgate, Margate, and Canterbury; at Garraway's; and of Mr. LEIFCHILD, 63, Moorgate-street. The person on the estate will shew the same, and give any information.

Insurance Companies.

New Publications.

New Publications.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Barraclough, J. timber merchant, first, 5s. Freeman, Leeds.—*Bohn*, J. bookseller, first, 1s. 6d. Groom, London.—*Bradley*, and Co. ironmongers, fin. 2s. 8d. Young, Leeds.—*Breasley*, J. victualler, second and fin. 8s. 1½d. Young, Leeds.—*Clarke*, C. linen draper, first, 2½d. on new proofs. Whitmore, London.—*Clough* and *Co.* alkali manufacturers, second, 1d. and 15-16ths of a penny. Cazenove, Liverpool.—*Cowen*, J. draper, first, 12s. 6d. Wakley, Newcastle.—*Gibson*, J. grocer, first and fin. 2s. 9d. Young, Leeds.—*Gorton*, W. jun. merchant, first, 5s. 6d. Belcher, London.—*Helliwell*, J. dyer, first, 2s. 1d. Hobson, Manchester. *Hodgson*, R. tea dealer, second, 2s. 6d. Baker, Newcastle. *Penny*, R. draper, first, 1s. 10d. Wakley, Newcastle.—*Pope*, C. copper manufacturer, fifth, 1s. Acraman, Bristol.—*Robson*, C. miller and grocer, first. 5s. 9d. on new proofs. Baker, Newcastle.—*Swallow* and *Co.* millers, fin. 7½d. Young, Leeds.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, July 19.

Gotts, G. sen. and *Gotts* C. jun. farmers, Boughton Malherbe, Kent, July 1. Trusts. R. Spicer, gent. ... and J. Hooton, wheelwright, Charing. Sols. Messrs. Norwood, Charing.—*Johnson*, C. J. oilman, Aldgate High st. July 15. Trusts. H. Kebbel, lead merchant, Minories lane, and J. Follett, official assignee. Sol. W... Queen st. *Nedd*, I. and *Bancroft*, I. ... manufacturers, Manchester, June 27. Trusts. O. ... merchant, Bury, E. Consterdine, manufacturer, Manchester. ... H. Dearden, dyer, Salford. Sols. Worthington an Hamilton, Manchester.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, July 19.

CARRUTHERS, JOHN, linen and woollen draper and tea dealer, Blackburn, Lancashire, Aug. 2 and 30, at two, Manchester; Stanway, off. ass.; Milne and Co. Temple, and Wilding and Fisher, Blackburn, sol. Date of fiat, July 16. G. Johnson, draper and tea dealer, Blackburn. pet. cr.

COPP, CHARLES, wine merchant, commission agent, and lodging housekeeper, Edgbaston, Warwickshire, Aug. 6 and Sept. 3, at eleven, Birmingham, Com. Daniell, Bittleston, off. ass.; Reece, Birmingham, sol. Date of fiat, July 15; E. Everett, professor of dancing, and J. Cattell, wholesale haberdasher, both of Birmingham, pet. cr.

HARVEY, THOMAS, wine merchant, Eagle hotel, Wandsworth, Surrey, July 29, at two, Aug. 28, at eleven, Basinghall-street, Com. Holroyd; Groom, off. ass., Bird, Lincoln's Inn-fields, sol. Date of fiat, July 15. H. Butler and G. Greenwood, wine merchants, Fenchurch-street, pet. crs.

HUNTER, BENJAMIN HARRISON, merchant, Liverpool, Lancashire, Aug. ... and 28th, at half past eleven, Liverpool, Com. Ludlow; Turner, off. ass.; ... Bedford-row, and ... sols. Date of fiat, July 12. G. Campbell, merchant, Liverpool, pet. cr.

SMITH, JAMES, and TILFORD, HENRY, engravers and printers, 10, King-st. Snow hill, London, July 25 at eleven, Aug. 31, at twelve, Basinghall-street, Com. Goulburn; Follett, off. ass.; Jenkinson, Cannon-st. sol. Date of fiat, July 16. C. T. Jenkinson, solicitor, 76, Cannon-st. pet. cr.

TRUTCH, WILLIAM, china clay merchant, late of 5, Barkham-terrace, St. George the Martyr, Southwark, and also late tanner, currier, and japan leather manufacturer, Wild's-rents, Bermondsey, July 25, at two, Aug. 31, at eleven, Basinghall-st. Com. Goulburn; Green, off. ass.; Cooke, Half Moon-st. sol. Date of fiat, July 10. E. Hookham, jun. gent. 31, Francis-st. Newington, pet. cr.

Gazette, July 23.

AVERY, JOHN, colonial broker, 37, Mincing-lane, and 9, Cumberland-place, Old Kent-road, July 30, at two, Sept. 6, at eleven, Basinghall-st. Com. Fane; Alsager, off. ass.; Wright, London-st. sol. Date of fiat, July 18. S. Tompsett, merchant, Billiter-st. pet. cr.

DAVIS, EDWARD FRANKCOM, ironmonger and cutler, Old Market-st. Bristol, Aug. 6 and Sept. 3, at eleven, Bristol, Com. Stephen; Kynaston, off. ass.; Harley, Bristol, sol. Date of fiat, July 11. A. Francis and A. Darby, iron masters, Madely, pet. crs.

DREW, ROBERT, licensed victualler, Builders'-arms, Compton-st. Regent-sq. Middlesex, Aug. 5, at one, Sept. 3, at twelve, Basinghall-st. Com. Williams; Turquand, off. ass.; Vandercom and Co. Bush-lane, sols. Date of fiat, July 16. E. S. P. Calvert, W. T. Calvert, F. Ladbroke, and F. Calvert, brewers, Upper Thames-st. pet. crs.

DUNBAR, JOHN, the elder, iron founder, 187, Tottenham-court-road, July 30, at two, Sept. 3, at one, Basinghall-st. Com. Holroyd; Groom, off. ass.; Billing, King-st. sol. Date of fiat, July 20. J. M. Jones, schoolmaster, Lancing, near Worthing, pet. cr.

DUNPHY, JOHN, victualler, Bull Inn, Burford, Oxfordshire, July 30, at half past one, Sept. 4, at eleven, Basinghall-st. Com. Goulburn; Green, off. ass.; Holmer, Bridge-st. Southwark, sol. Date of fiat, July 6. J. Strofton and J. Carter, wine merchants, South Molton-st. pet. crs.

FAIRFIELD, JAMES, corn merchant, Tranmere, Chester, also of Liverpool, Aug. 2 and 28, at one, Liverpool, Com. Ludlow; Turner, off. ass.; Humphreys and Co. Chancery-lane, and Hetherington and Co. Liverpool, sols. Date of fiat, July 19. W. Cooper, linen merchant, Drumittaconor, near Ballinahinch, Downshire, Ireland, pet. cr.

HAW, ELIZA ANN, tavern keeper, 52, Moorgate-st. City, July 29, at two, Aug. 31, at one, Basinghall-st. Com. Goulburn; Green, off. ass.; Robinson, Ironmonger-lane, and Lawrance and Plews, Bucklersbury, sols. Date of fiat, July 18. T. H. Peacock, butcher, 5, Cannon-st. pet. cr.

LARKE, JAMES BENSLEY, draper and general shopkeeper, East Harling, Norfolk, Aug. 1, at twelve, Sept. 6, at half-past twelve, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Storey, Gray's-inn-place, and Gillman, Norwich, sols. Date of fiat, July 16. W. Drane, land surveyor, Norwich, pet. cr.

PIM, JOHN, linen draper, Clapham-common, Surrey, and Stoke Newington, Aug. 1, at eleven, Sept. 3, at two, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Hardwick and Davidson, Weavers'-hall, sols. Date of fiat, July 15. J. Greatorex and J. Bradbury, warehousemen, Aldermanbury, pet. cr.

ROYLE, JAMES, corn and flour dealer, Manchester, Aug. 3 and 27, at eleven, Manchester; Pott, off. ass.; Milne and Co. Temple, and Crossley and Sudlow, Manchester, sols. Date of fiat, July 16. J. Moss and J. Fletcher, corn merchants, Manchester, pet. crs.

THOMPSON, MATTHEW, iron monger, Saffron Walden, Essex, July 30, at half-past two, Sept. 6, at twelve, Basinghall-st. Com. Fane; Alsager, off. ass.; Rhodes and Co. Chancery-lane. Date of fiat, July 13. H. Drew and J. ... ironmongers, Upper Thames-st. pet. crs.

TOPLIS, ISAAC, factor, Dudley-st. ... July 30 at twelve, Aug. 29, at eleven, Birmingham, Com. Christie, off. ass. Messrs. Pyland, Birmingham, sols. Date of fiat, July 15. J. W. Hoole, merchant and manufacturer, Sheffield, pet. cr.

WHITMARSH, THOMAS HENRY, hotel, tavern, and coffee-house keeper, George-street, Hanover-square, Aug. 2 and Sept. 6, at half-past eleven, Basinghall-st. Com. Fane; Alsager, off. ass.; Stevens and Co. Queen-st. sols. Date of fiat, July 11. W. A. and C. Wilkinson, upholsterers, Ludgate-hill, pet. crs.

WILLIAMSON, WILLIAM HORTON, tobacconist, Dowgate-hill, July ... at two, Sept. ... at eleven, Basinghall-st. Com. Holroyd; ... off. ass.; Messrs. Lawrance, Old Fish-st. sols. Date of fiat, July 10. ... tobacco manufacturers, Broad-st. ... pet. cr.

... RICHARD, engineer, machine maker, and iron and brass founder, ... Aug. ... at eleven, Leeds, Com. ... off. ... Metton, Southampton-buildings ... Leeds, sols. ... engineer, Leeds, pet. cr.

PARTNERSHIPS DISSOLVED.

Gazette, July 19.

Reed, F. and *Duff*, J. curriers, Honiton ... Debts ... *Evans*, ... and ... corn dealers, Birmingham, July 15.—*Heaven*, ... J. and J. R. and *Pearson*, ... contractors for public works, Cardiff ... James Hemingway, July ... Debts paid by ... *Burgess*, Liverpool, July 13.—*Jones*, W. and *Arthur*, W. ... Castle st. Leicester ... June 29. ... J. P. *Hamilton*, J. *Morrison*, P. *Meyers*, M. *Douglas*, J. M. ... *Mackintosh*, G. *Sloane*, W. ... the style of the ... Wood Cutting Company ... April 2.—*Mack*, I. and *Downs*, ... brewers, King ... Saint Luke's ... —*Ottey*, R. *Jackson*, W. and *Taylor*, H. ... the Darlington and Middlesbrough ... Darlington, and Middlesbrough ...

Gazette, July ...

Anderson, M. and *Sylvester* ... Newington-butts, May 20. *Barker*, W. and ... tea dealers, Liverpool, July 1. Debts by Barker.—*Bite*, F. and *Gibson*, H. H. wine merchants, Liverpool, Jan. 17.—*Burton*, L., H., and J. builders, Aldersgate-st. ... J. Burton, July 12.—*Casson*, W. R. and *Banger*, W. book marblers, Great St. Thomas Apostle, July 16.—*Child*, W. and *Marks*, C. H. gunmakers, Strand, July 18. *Cotterell*, I. sen. and jun. tallow-chandlers, High-st. Kensington, June ... —*Crowther*, J. and *Oldroyd*, F. yarn manufacturers, Birstall, July 11. Debts by Oldroyd.—*Davies*, D. and H. contractors, Asylum rd. Old Kent-rd. July 10.—*Davis*, J. R. and *Higgins*, T. optical instrument manufacturers, Cornhill, July 17.—*Elliott*, J. *Frith*, J. G. *Osborne*, S. and *Carey*, I. merchants, Great St. Helen's, June 29. *Francis*, C. and W. Mark-lane and Whitechapel, July 16.—*Gotts*, G. sen. and jun. farmers, Boughton Malherbe and Elmley, July 15. *Harris*, J. F. and A. flour dealers, Liverpool, July 9. *Hall*, T. and *Lewis*, A. wine-merchants, St. Swithin's-lane, July 15. Debts by Hall.—*Huxley*, A. and *Buckley*, J. W. chemists and cement manufacturers, Newport, July 13. Debts by Buckley.—*Jeens*, H. M. and *Norris*, M. maltsters, Uley, July 5.—*Lightwood*, T. and *Payne*, W. farmers, Nov. 1.—*Lloyd*, T. *Buchan*, R. and *Welch*, J. calico-printers, Manchester and Furness, July 17.—*Marshall*, W. B. and *Goldsmith*, F. lace dressers, Nottingham, July 12.—*Neeld*, M. A., D. F., E. A., and F., and *Rossell*, G. London, June 29.—*Nicholls*, T. and *Gough*, R. tobacco manufacturers, Chester, July 15. Debts paid by Nicholls.—*Stevenson*, T. and *Heckinbottom*, W. drapers, Leicester, July 17.—*Steward*, J. B. and *Dame*, G. W. surgeons, Southall-park, Middlesex, March 25.—*Sturm*, C. and *Milford*, H. commission merchants, Old Jewry, July 11.—*Thompson*, J. and *Webster*, R. tea dealers Blackburn, June 25. Debts paid by Webster.—*Thornley*, J. and S. bakers, Liverpool, June 1. Debts paid by S. Thornley.—*Toulmin*, C. W. and *Jones*, W. livery stable-keepers, South Island-place, Clapham-road, July 15. Debts paid by Toulmin.—*Trowbridge*, T. B. and *Griffin*, A. surgeons, Weymouth and Melcombe Regis, July 13.—*Wynn*, J. C. and *Grove*, R. tool makers, Birmingham, July 24. Debts paid by Wynn.

Insolvents.

Petitioning the Courts of Bankruptcy.

Gazette, July 19.

Bainbridge, W. jun. boot maker, Fenchurch-st.—*Bampton*, C. collar maker, Woolwich.—*Bevill*, C. attorney, Cambridge.—*Breden*, J. boot maker, Liverpool. *Brown*, E. governess, Brighton. *Burgess*, M. general shopkeeper, Great Yarmouth.—*Burgess*, J. jun. boot maker, Southwold, Suffolk.—*Cherriman*, J. dentist, Welbeck-st. Marylebone.—*Cherry*, J. joiner, Stockport.—*Chubb*, ... accountant, Bristol. *Collins*, S. blacksmith, Heswall.—*Coxon*, J. harness maker, Redburn, Herts.—*Vaney*, T. victualler, Bear-yard, Lincoln's-inn-fields.—*Fellingham*, J. M. P. attorney, King Edward-st. Bridge-st. Blackfriars.—*Firth*, J. clothier, Leeds, Yorkshire.—*Fuller*, W. C. green grocer, George-st. Oxford-st.—*Friend*, T. cabinet maker, Canterbury.—*Glazebrook*, H. coach maker, Long-lane, Bermondsey.—*Greenwood*, T. dealer in woollen flocks, Halifax.—*Goom*, J. cabinet maker, St. Clement, Oxfordshire.—*Knights*, R. butcher, John-st. Edgware-road.—*Lamb*, J. coal weigher, Globe-terrace, Dorset-st. Stepney.—*Leach*, G. greengrocer, Bingley.—*Lee*, T. innkeeper, Halifax.—*Lenox*, S. sail maker, Liverpool.—*Massey*, J. tailor, Kidderminster.—*Mercer*, J. carpenter, Horsemonger-lane.—*Morris*, A. farmer and butcher, Manchester.—*Morton*, E. spinster, Winchester-row, Paddington.—*Newman*, G. usher, Ealing.—*Robson*, J. butcher, Manchester.—*Roffe*, B. baker, Millbrook. *Rounsley*, G. waterman, Goole.—*Rushbrook*, R. veterinary surgeon, Rayleigh. *Sansom*, T. baker, Rickmansworth, Herts. *Sewell*, C. shoemaker, Gestingthorpe.—*Shaw*, R. shipwright, Gatcombe, Gloucestershire.—*Sherwood*, J. stationer, Carter st. Walworth. *Smith*, R. shopman, Bowling-green building, New-road.—*Thomas*, W. E. hairdresser, Bristol.—*Twisden*, F. esq. Bearsden-green, near Maidstone.—*Wagstaff*, W. cabinet maker, Liverpool.—*Wakes*, Rev. J. clerk, Grove-road, Mile-end-road.—*Woodroofe*, A. ... St. Edmunds.

Gazette, July 19.

Bennett, J. cabinet maker, Swansea.—*Bunney*, T. silk dealer, Anchor-st. Bethnal green.—*Capon*, J. wire drawer, Farringdon-st.—*Causdell*, C. ... assistant to a stationer, Mount terrace, New-road, Whitechapel.—*Clark*, P. fancy trimming manufacturer, Elder-st. Norton Folgate.—*Dallman*, T. tailor, Newman-st.—*Dunn*, W. general agent, Twemlow-terrace, West Hackney.—*Fearn*, W. clerk, Lyon's-inn. *Formby*, J. wheelwright, Sephton, Lancashire.—*Green*, C. coachmaker, Sener, Suffolk.—*Judd*, W. bricklayer, Kensal, Newtown. *Kersey*, R. S. cabinet maker, Ipswich.—*McCabe*, J. provision dealer, Liverpool.—*Morriss*, J. tinman, Highgate.—*Mozoon*, ... A. out of business, Bristol.—*Perkins*, W. F. broker, Vine-st. Hatton garden.—*Pyle*, A. out of business, Great Yarmouth. *Sailhill*, J. farmer, Hilhngdon.—*Shotbolt*, J. publican, Pinchbeck, Lincolnshire.—*Smith*, R. saddler, Sudbury. *Sperling*, T. P. blacksmith, Brogar, Somersetshire. *Stebbing*, N. painter, Bury St. Edmunds.—*Watson*, J. assistant in a warehouse, Brudenell-place, Hoxton.—*Willoughby*, G. plumber, St. Albans.—*Wilson*, J. wheelwright, York.—*Wood*, E. salesman, Turnmill-st. and Newgate-market.

From the Gazette of Friday, July 26.

Bankrupts.

Munro, I. builder, Princes st. Leicester-sq.—*Deacon*, H. coal merchant, Waterloo-rd. Surrey.—*Davies*, J. and R. linen-drapers, Chiswell st.—*Moore*, G. grocer, Middlesbrough, Yorkshire. *Craven*, G. jun. and H. millers, Wakefield, Yorkshire. *Williams*, R. cheesemonger, Bristol.—*M'Dwitt*, M. merchant Liverpool.—*Andreu*, T. B. tea dealer, Ashton-under-Lyne, Lancashire.—*Watson*, A. *Mackenzie*, G. and M. ship brokers, Liverpool.—*Williams*, S. F. hosier, Liverpool.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTHS.

ASPINALL.—On the 18th inst. the lady of John Bridge Aspinall, esq. barrister-at-law, of a son.

BAIN.—On the 21st inst at 12, Chesham-place, the wife of J. Sandys Bain, esq. barrister-at-law, of a daughter.

BIRKBECK.—On the 20th inst. the lady of T. Birkbeck, esq. of Stackhouse, near Settle, of a daughter.

FOSTER.—On the 20th inst. at Champion-grove, Camberwell, the wife of Peter Le Neve Foster, esq. barrister-at-law, of a son.

HOWARD.—On the 18th inst. the lady of John Howard, esq. town-clerk of the borough of Portsmouth, of a son.

MARRIAGES.

CONYERS, George Le, esq. to Elizabeth Maria, daughter of Sir Codrington Edmund Carrington, formerly Chief Justice of the Supreme Court of Ceylon, and Bencher of the Hon. Society of the Middle Temple, on the 3rd inst. at Plaisance, Jersey.

DUNLOP, Alexander, esq. advocate, to Eliza Esther, only daughter of John Murray, esq. on the 18th inst. at 24, Ainslie-place, Edinburgh.

MANSFIELD, Robert Mills, esq. of Lincoln's-inn barrister-at-law, to Lucy Elizabeth, second daughter of W. Underwood, esq. of Castle-hill, near Bakewell, on Tuesday, the 16th inst. at St. Mary's, Marylebone.

NORTON, Edward, esq. surgeon, of Upper Baker-street and Gloucester-place, to Augusta, youngest daughter of the late John Pearson, esq. of the Inner Temple and Croom's-hill, Greenwich, on the 25th inst. at Christ Church, St. Marylebone.

STOTT, ... W. esq. late of Zacatecas, Mexico, to Catharine Elizabeth, eldest daughter of the late Robert Colmer, esq. of Lamb's ... and the Rookery, Yoxford, Suffolk, on the 25th inst. at St. James's, Piccadilly.

DEATHS.

BENSON, Elizabeth, wife of the Rev. Joseph Benson, D.D. on the 18th inst. at Hounslow, Middlesex, aged 69.

PAYNTER, Samuel, esq. a magistrate for many years of the counties of Surrey and Middlesex, on the 24th inst. at his residence, at Richmond, Surrey, aged 70.

WHITEHALL, July 6.—The Right Hon. Sir Nicolas Conyngham Tindal, knt. Lord Chief Justice of her Majesty's Court of Common Pleas, has appointed William Henry Newman, of the town of Southampton, gentleman, to be one of the Perpetual Commissioners for taking the acknowledgments of deeds to be executed by married women, under the Act passed for the abolition of fines and recoveries, and for the substitution of more simple modes of assurance, in and for the town and county of the town of Southampton, also in and for the county of Hants.

Sales by Auction.

NETLEY ABBEY, SOUTHAMPTON.

Two newly-erected Freehold Marine Villas, and 18 Acres of Land, presenting highly eligible and charming sites for the erection of Marine Residences, on the South Cliff, with shore rights, situated in the bosom of the delightful scenery of this celebrated ruin, which is clothed with fine trees and underwood, embracing commanding views of the Southampton Water, the Solent Sea, Calshot Castle, the New Forest, the Town and Pier of Southampton; also of the Isle of Wight, and her Most Gracious Majesty's new Residence at East Cowes.

MR. FREDERICK CHINNOCK has been instructed to SELL by AUCTION, at the Auction Mart, City, on Friday, August 2, 1844, at One o'clock precisely, in lots, the above substantially-built VILLAS, which are ready for immediate occupation, with the exception of decoration, which will be left to the taste of the purchaser. They are of modern elevation, with projecting roofs, and faced with the celebrated Exbury white brick, and are so arranged that they can be easily converted into one establishment, if required. The land is charmingly formed by Nature for the erection of Villa Residences, and will be so lotted. It is situated close to Netley Abbey, immediately facing Cadlands, the magnificent seat of Andrew Berkeley Drummond, esq. It is approached by a capital road, distant two miles from Southampton, and within about three hours' ride of the metropolis.

Mr. Chinnock feels he cannot do ample justice to this desirable property in the limits of an advertisement; but it will be more fully described in printed particulars, which, with plans, may be obtained of Mr. ROBERT HINVEST, Builder, Blechynden-street, and at Playford's Hotel, close to the Railway Terminus, Southampton; at the Auction Mart, City; and at Mr. CHINNOCK'S Auction and Agency Offices, 28, Regent-street, Waterloo-place.

Desirable Freehold and Copyhold Property for Investment or profitable Occupancy, at any early period; now let on lease, at a small ground-rent, with Reversion in 1848.

MR. C. WARTON is directed by the Trustees of the late Mrs. J. A. Sibley to SELL by AUCTION, at the Mart, on Wednesday, August 7, at Twelve, the compact and long-established HAM BREWERY, a short distance from the Great Essex-road, at Stratford, in the occupation of Lydia Gray and Francis Dacre, brewers, who have for many years carried on an extensive and lucrative trade, and made considerable additions and improvements for facilitating it, who hold the beneficial interest of the property till 1848, subject in the meantime to the payment of a ground-rent of only 12*l*. 16s. after which the purchaser will become entitled to the full value of the property, which is fairly estimated at 200*l*. per annum.

May be viewed, by permission of the lessees, and particulars had on the premises; at the Swan, at Stratford; White Hart, Romford; the Black Boy, Chelmsford; the Cups, Colchester; of Messrs. TOOKE, SON, and HALLOWES, Solicitors, 39, Bedford-row; at the Auction Mart; and of Mr. C. WARTON, Auctioneer and Estate Agent, 38, Threadneedle-street.

Valuable freehold Public-House, several Dwelling-Houses and Shops, opposite to West Ham Church, Essex.

MR. C. WARTON is directed by the Trustees of the late Mrs. J. A. Sibley to SELL by AUCTION, at the Mart, on Wednesday, August 7, at Twelve, a valuable FREEHOLD PROPERTY: comprising the Crown Public-house, opposite West Ham Church, with ample business accommodations and attractive garden, occupied by Mr. Leabon Rout, under Messrs. Charrington, Head, and Co.; also, a nursery-ground, several dwelling-houses, and a farrier's shop, with yards and gardens, in the occupation of Mr. Mace and others, in front of the high road to Upton; let on lease to Mr. Richardson, at 35*l*. per annum, until 1859, when the purchaser may look for a rental of 120*l*. per annum.

Lot 2.—A desirable COPYHOLD PROPERTY contiguous, comprising eight dwelling-houses and cottages, gardens, yards, and premises, also in front of the high road to Upton, in the occupation of Messrs. Smith, Evans, and others, under-tenants of Mr. Tanner, who holds the same for a short time unexpired, at 35*l*. per annum.

May be viewed, and particulars had at the Crown, on the premises; at the Swan, Stratford; the White Hart, Romford; the Black Boy, Chelmsford; the Cups, Colchester; of Messrs. TOOKE, SON, and HALLOWES, Solicitors, 39, Bedford-row; at the Auction Mart; and of Mr. C. WARTON, Auctioneer and Estate-Agent, 38, Threadneedle-street.

TO be SOLD, pursuant to a DECREE of the High Court of Chancery, made in a cause *Price v. Blakemore*, with the approbation of William Wingfield, esq. one of the Masters of the said Court, some time in or about the month of September, in One Lot, a FREEHOLD ESTATE called HAMPTON HALL, consisting of a capital messuage, or mansion-house, with suitable offices and out-buildings, yards, gardens, and shrubberies, two messuages, or dwelling-houses, and three cottages, several pieces of arable, meadow, and pasture land, containing, by admeasurement, 407 acres, or thereabouts, situate at Brockton, in the parish of Worthen, in the county of Salop.

The time and place of sale will shortly be advertised, when printed particulars may be had (gratis), in London, at the said Master's chambers, Southampton-buildings, Chancery-lane; of Messrs. PINNIGER and WESTMACOTT, Solicitors, 1, Gray's-inn-square; Messrs. CLARKE, MEDCALF and GRAY, Solicitors, 20, Lincoln's-inn-fields; Mr. DEAN, Solicitor, Essex-street, Strand; Messrs. WILLIAMS and M'LEOD, Solicitors, 3, Paper-buildings, Temple; and Mr. HAMMOND, Solicitor, Furnival's-inn; and in the country of Mr. C. B. TEECE, Solicitor, Shrewsbury; Mr. J. H. EDWARDS, Solicitor, Shrewsbury; Mr. J. R. CROXON, Solicitor, Oswestry; Messrs. HAYWARD and BROUGHALL, Solicitors, Oswestry; Mr. BURD, Whistone Priory, near Shrewsbury, Land Agent; and at the principal inns in Shrewsbury, Welshpool, Montgomery, and Oswestry.

Sales by Auction.

YORKSHIRE.

Valuable Freehold and Customaryhold Farms, situate within the several Manors of Austwick and Lawkland, and in the Parish of Clapham, in the County of York.

TO be SOLD by AUCTION, on Wednesday, the 7th day of August next, at the Bull and Cave Inn, in Clapham, at Six o'clock in the evening, either altogether or in the following lots:—

Lot 1.—All that capital Farm called HOWLETT HALL, consisting of the Farm-house and suitable Farm-Buildings, and about 51a. 2r. 4p. of excellent land thereto belonging.

Lot 2.—All that capital Farm called RUNS, with the Barn thereon, containing 37a. 2r. 31p. or thereabouts.

These Farms lie conveniently to the town of Clapham, adjoining the Keighley and Kendal turnpike road, along which two coaches pass and repass daily; and they are within four miles of the market-town of Settle, and offer a very eligible opportunity of investment.

Further particulars may be had on application to JOHN YATES, Jun. Esq. Solicitor, Fenwick-street, Liverpool; or of Messrs. HARTLEY and HEATH, Solicitors, Settle.

Settle, July 11, 1844.

MIDDLESEX.

Good Investments, and for Occupation.—Freeholds and Leaseholds.

MESSRS. NEWTON and APPLETON will SELL by AUCTION, at the Mart, London, on Tuesday, 13th of August, at Twelve, peremptorily, a FREEHOLD HOUSE and BUSINESS PREMISES, No. 11, High Holborn, on Lease to Mr. Bell, Pastrycook (an old establishment), at 104*l*. a year.—A FREEHOLD RESIDENCE, with large room, and garden in the rear, situate at Edmonton, Middlesex, let to a highly responsible establishment at a reduced rent, 35*l*. a year.—A very desirable LEASEHOLD ESTATE of ELEVEN HOUSES, in the Commercial-road, term 77 and 57 years, at a ground rent, and let at rents amounting together to 452*l*. a year; one moiety of this estate is to be sold. –A very superior detached unique VILLA RESIDENCE, replete with every convenience and in high order, containing twelve rooms; offices, garden, and pleasure-grounds, two acres, leasehold, for seventeen years, at 150*l*. a year. The LIFE INTEREST of a LADY, aged thirty-two, in and to 350*l*. 10s. 3d. Three-per-Cents. vested in three highly respectable trustees, who will give purchaser power of attorney to receive the dividends.

To be viewed, and particulars had of Messrs. NEWTON and APPLETON, Estate Agents, Auctioneers, &c. 7, Mansion-house-street, City.

To be Sold.

IN A MIDLAND COUNTY.

TO be SOLD by PRIVATE CONTRACT, the NEXT PRESENTATION to a highly desirable LIVING, having an excellent Residence, with 28a. 1r. 16p. Glebe. The Tithes (the commutation of which under the Act has been agreed upon) having been many years compounded for, and the present compositions amount to 450*l*. The population consists of 24 families. There is one duty, only alternate, morning one Sunday, and afternoon the next. The age of the present Incumbent is about 61.

Applications (by principals only) for further particulars may be made to Messrs. H. N. and K. COULTHURST, Solicitors, 13, New-inn, London.

FREEHOLD INVESTMENT.—To be SOLD, by Messrs. ALDER and SON, a FREEHOLD ESTATE, consisting of six villas, extensive gardens, &c. in a most delightful locality near London. Aggregate rents, 225*l*. Lowest price, 3,200*l*. included in which is a Piece of Building-ground, 240 ft. by 55 ft. 8 in. An eleven-roomed Villa also (belonging to the same proprietor) to be Let; large garden. Rent only 35*l*. per annum, with coach-house and stable if desired.

Apply at their Offices, 1, Welbeck-street, Cavendish-square, and 98, St. John's-wood-terrace, Regent's-park.

ELIGIBLE INVESTMENT for 120,000*l*.—To be SOLD, by Private Treaty, a beautiful ESTATE, within a ring fence, and a Manor, situate three or four miles from the sea, on the Yorkshire coast; comprising a handsome and commodious mansion, with offices, stabling, coach-house, walled gardens, fruit houses, gardener's house, about 100 acres of ornamental plantations, woods, and preserves, beautifully arranged, and about 1,900 acres of arable, meadow, and pasture land, in sundry well-cultivated and tenanted farms, with convenient brick and tile farm-houses and out-buildings; likewise an established brick and tile yard, with kilns, together with the manorial rights, dues, tolls, quit rents, ground rents, and other rights and privileges appurtenant thereto. The rental, now upwards of 3,000*l*. per annum (exclusive of the mansion, gardens, plantations, and woods), has been reduced to meet the times, and is allowed to be very moderate. The roads are good. North and South Mail and other coaches pass daily. Fox-hounds are kept within ten miles distance, and altogether the property is such as to be well worth the attention of capitalists, or of gentlemen either desirous of retirement or attached to field sports.

Apply to Mr. BEAUMONT, of Bridgeford-hill, Nottinghamshire; or to Messrs. FIELDING and WRIGHT, Solicitors, Richmond, Yorkshire.

TO SOLICITORS, &c.—Mr. W. H. SIMPSON, AUCTIONEER and SURVEYOR, having succeeded to the business of the late J.A. CREATON (established 1785), begs to announce that he has completely revised, and very considerably REDUCED the scale of CHARGES usually adopted on SALES by AUCTION, and trusts by a strict regard to economy and constant devotion to the interests of those who may honour him with their patronage, to ensure a continuance of their support.

CITY AUCTION and ESTATE OFFICES, 58, Great Tower-street.

Insurance Companies.

FREEMASONS' and GENERAL LIFE ASSURANCE COMPANY, 11, Waterloo-place, Pall Mall, London. Business transacted in all the branches and for all objects of Life Assurance, Endowments, and Annuities, and to secure contingent Reversions, &c. Information and Prospectuses furnished.

JOSEPH BERRIDGE, Secretary.

UNITED KINGDOM LIFE ASSURANCE COMPANY, 8, WATERLOO-PLACE, PALL-MALL, LONDON.

Established by Act of Parliament in 1834.

DIVISION OF PROFITS AMONG THE ASSURED.

HONORARY PRESIDENTS.

Earl of Errol.	Earl Somers.
Earl of Courtown.	Lord Viscount Falkland.
Earl Leven and Melville.	Lord Elphinstone.
Earl of Norbury.	Lord Belhaven and Stenton.
Earl of Stair.	

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James Stuart, Esq., Chairman.

Hananel De Castro, Esq., Deputy Chairman.

Samuel Anderson, Esq.	Charles Graham, Esq.
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Surgeon—F. Hale Thomson, Esq., 48, Berners-street.

This Company, established by Act of Parliament, affords the most perfect security in a large paid-up Capital, and in the great success which has attended it since its commencement in 1834,

Its Annual Income being upwards of £72,000.

In 1841, the Company declared an addition to the Shareholders of one-half of their Stock, and also added a Bonus of 2*l*. per cent. per annum on the sum insured to all policies of the participating class from the time they were effected.

The Bonus added to policies from March, 1834, to the 31st Dec., 1840, is as follows:—

Sum Assured.	Time Assured.	Sum added to Policy.
£5,000	6 Yrs. 10 Months.	£683 6s. 8d.
5,000	6 Years	600 0 0
5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, **and only one-half need be paid for the first Five Years,** where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

NORTH BRITISH INSURANCE COMPANY.

Established 1809.

Protecting Capital, 1,000,000*l*., fully subscribed.

His Grace the DUKE of SUTHERLAND, President.

Sir PETER LAURIE, Alderman, Chairman of the London Board.

Extract from Table of Increasing Premiums to insure 100*l*. for Life.

Age.	First Year.			Second Year.			Third Year.			Fourth Year.			Fifth Year.			Remainder of Life.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
20	0	18	2	0	19	2	1	0	3	1	1	5	1	2	8	1	18	2
30	1	3	9	1	5	2	1	6	8	1	8	4	1	10	0	2	10	5
40	1	11	10	1	13	9	1	15	10	1	18	1	2	0	6	3	8	3
50	2	4	9	2	7	11	2	11	2	2	14	10	2	18	8	4	17	7

Tables of Premiums, at all ages, with the names of the President, Vice-Presidents, Directors, and Managers, who are all responsible Partners, may be obtained of Messrs. B. and M. BOYD, 4, New Bank-buildings; or of the Actuary, 10, Pall Mall East.

JOHN KING, Actuary.

IMPORTANT to the FASHIONABLE WORLD.—By far the most influential of all the graces that contribute to personal adornment is the hair. Its recovery, preservation, and improvement, proportionably concern the élégantes of a fashionable circle, and any information which will insure these desirable results will be hailed as an inestimable boon. The following extract from the letter of a respectable chemist in Bridlington will be read with the highest interest:—

"A lady, a customer of mine, has found great benefit from the use of your Balm. About six months ago her hair nearly all fell off. I recommended her to try your Balm of Columbia, which she did. In the course of a few applications, the hair ceased to fall off. Before she had used one 3s. 6d. bottle it began to grow very profusely, and she has now a very beautiful head of hair.

"I am, gentlemen, yours respectfully,

"WM. SMITH,

"Chemist and Druggist, Market-place, Bridlington.

"To Messrs. C. and A. Oldridge, March 13, 1844."

C. and A. OLDRIDGE'S BALM causes the hair to curl beautifully, frees it from scurf, and stops it from falling off, and a few bottles generally restore it again; it also prevents greyness. Price 3s. 6d., 6s., and 11s. per bottle. No other prices are genuine.

Oldridge's Balm of Columbia, 1, Wellington-street, the second house from the Strand.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 27th day of July, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 70.] SATURDAY, AUGUST 3, 1844.

SUBSCRIPTION.
For One Year, paid in advance.. £2 0 0
For Half Year, paid in advance 1 1 0
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Money Wanted.

MONEY.—A highly respectable Party is in immediate want of 60*l*., for the accommodation of which a Young Lady of twelve years of age would be received into her house, to board and educate in English, Music, French, and Drawing, for the period of Five Years, and return the loan in the manner that is most agreeable to the lender.

Address to M. M., Post-office, Deal, Kent.

Money to Lend.

TO LEND, on Freehold Landed Security, 26,000*l*. at Three-and-a-Half per Cent.

Apply to Messrs. KEEN and HAND, Stafford.

MONEY on MORTGAGE.—The Sum of 60,000*l*. (in one or more sums), ready to be advanced on approved freehold security, at a moderate rate of interest.

Apply to Messrs. JONES, YEARSLEY, and HOWELL, Solicitors, Welchpool, Montgomeryshire.

Situation Wanted.

A YOUNG MAN, twenty-three years of age, who has been engaged for the last seven years in a respectable Solicitor's office in the country, principally as copying clerk, is desirous of obtaining a SITUATION of a similar description, or one in which he could render himself more generally useful, under the direction of the Principal.

Address A. Y., Mr. Johnson, stationer, Wisbeach, Cambridgeshire.

LAW.—Wanted by a Gentleman (aged 40, not admitted) a situation as MANAGING CLERK in a well-established country office. The Advertiser is an efficient conveyancer, thoroughly acquainted with every other part of the profession, and would undertake the entire or partial conduct of a first-rate practice. He is also conversant with parliamentary business, and the necessary proceedings to comply with the standing orders of both Houses of Parliament on applications for Railway Bills.

Apply by letter, post-paid, to "Lex," 5, Albany-road, Camberwell, London.

LAW.—Wanted, by a Gentleman of considerable experience in the profession, and of active business habits, an ENGAGEMENT as CHIEF CLERK in a respectable office. The Advertiser is unarticled; well acquainted with conveyancing; understands magisterial, tax, poor-law union business, and Accounts; is conversant with the general routine of Country Practice, and can give unexceptionable references for capability and moral conduct.

Address A. B. No. 2, Keppel-row, Stoke Newington-green, London.

Situation Vacant.

ARTICLED CLERK to an Office of large general business, but not in the Law.—WANTED, an ARTICLED CLERK for three years. Very many advantages of a special nature belong to the situation. Premium, 100*l*. Salary during the three years 20*l*. per annum. Office hours from 10 to 5. A permanent place afterwards. None but the most respectable parties need apply. The clerk must, of course, board and lodge with his family.

Address, with real name, to A. D. G. No. 14, Surrey-street, Strand.

Practice for Sale.

TO SOLICITORS.—A Gentleman holding offices in a good market-town and agricultural district, is desirous of disposing thereof. Sufficient reasons will be given.

Letters to be addressed to A. Z., LAW TIMES Office, 29, Essex-street, Strand, London.

Partnership for Sale.

A PARTNER WANTED, in an Establishment, who can command from 3,000*l*. to 5,000*l*. The article manufactured is one of constant and general demand in both the home and foreign markets. The present proprietor and patentee has adopted a new method of making it by machinery. It is already in great repute, universally approved, and is fast superseding all others.

Apply by letter to X. Y. 3, Enfield-road, Kingsland-road.

NEXT PRESENTATION. — Wanted to Purchase, a NEXT PRESENTATION to a Living of about 350*l*. a year, with the prospect of very early possession.

Address Messrs. BRUNTON and WHITING, Solicitors to the Clerical Registry, 11, New-Inn, Strand.

LIVING TO EXCHANGE. — Wanted to exchange a CHANCELLOR'S LIVING in Yorkshire, of the value of upwards of 300*l*. a year for a Living in or near a Town and Railway in the South. The Incumbent wishes to reside where he will have every facility for educating his children in a superior manner.

Address Messrs. BRUNTON and WHITING, Solicitors to the Clerical Registry, 11, New-Inn, Strand.

LIVING to EXCHANGE.—WANTED to EXCHANGE, a RECTORY and VICARAGE, in the County and Diocese of Kildare, Ireland, situate 21 miles from Dublin. It consists of a comfortable house and large range of offices, and a good garden, together with 30 acres of Glebe Land, and the unlimited right of Sheep Pasturage over Five Thousand Acres of the Curragh of Kildare, which is close to the gate. Rent-charge, 143*l*. 16s. 11d. paid punctually half-yearly. Would be exchanged for an equivalent in England. Duty very light—one service in the church on every Sunday. Parish 4½ miles in circumference, and two in diameter. Within three hours' drive of Dublin, and surrounded by four good market towns. A Railway now about to commence, will bring the Glebe-house within one hour's drive of Dublin.

Address, Messrs. BRUNTON and WHITING, Solicitors, 11, New-Inn, Strand.

PATENT.—To be DISPOSED OF, or worked for the benefit of the Parties without involving a Partnership, a valuable Patent Right, just obtained, for an article already in general and increasing use and demand. The Advertiser, the Patentee, would prefer having an interest in the working, and granting licenses for the use, rather than the absolute disposal of the Patent right; and in case of working the Patent, the only thing that would be required is the necessary capital for that purpose—say not exceeding 1000*l*.

For particulars apply to Messrs. WATSON, BROUGHTON, and SONS, Solicitors, 6, Falcon-square, Aldersgate-street, London.

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GRAYSTON and EARLE. British and Foreign STOCK and SHARE BROKERS, York.

Sales by Auction

TO be SOLD, pursuant to a DECREE of the High Court of Chancery, made in a cause *Green* v. *Jeyes*, with the approbation of Nassau William Senior, esq. one the Masters of the said Court, at the George Hotel, Northampton, by Mr. JOHN FREEMAN, on Wednesday, the 14th day of August, 1844, at Seven o'clock in the evening, in Ten Lots, certain FREEHOLD and LEASEHOLD ESTATES, situate in and near to the Borough of Northampton, late the property of Mr. Theophilus Jeyes, late of Northampton, gentleman, deceased.

Printed particulars may shortly be had at the said Master's chambers, Southampton-buildings, Chancery-lane; of Mr. SMITH, Solicitor, No. 22, Bedford-row; of Mr. JOHN JEFFERY, Solicitor, Northampton; and at the place of Sale.

W. H. SMITH, 22, Bedford-row, Plaintiff's Solicitor.

TO be SOLD, pursuant to a DECREE of the High Court of Chancery, made in a cause *Price* v. *Blakemore*, with the approbation of William Wingfield, esq. one of the Masters of the said Court, some time in or about the month of September, in One Lot, a FREEHOLD ESTATE called HAMPTON HALL, consisting of a capital messuage, or mansion-house, with suitable offices and out-buildings, yards, gardens, and shrubberies, two messuages, or dwelling-houses, and three cottages, several pieces of arable, meadow, and pasture land, containing, by admeasurement, 407 acres, or thereabouts, situate at Brockton, in the parish of Worthen, in the county of Salop.

The time and place of sale will shortly be advertised, when printed particulars may be had (gratis), in London, at the said Master's chambers, Southampton-buildings, Chancery-lane; of Messrs. PINNIGER and WESTMACOTT, Solicitors, 1, Gray's-inn-square; Messrs. CLARKE, MEDCALF and GRAY, Solicitors, 20, Lincoln's-inn-fields; Mr. DEAN, Solicitor, Essex-street, Strand; Messrs. WILLIAMS and M'LEOD, Solicitors, 3, Paper-buildings, Temple; and Mr. HAMMOND, Solicitor, Furnival's-inn; and in the country of Mr. C. B. TEECE, Solicitor, Shrewsbury; Mr. J. H. EDWARDS, Solicitor, Shrewsbury; Mr. J. R. CROXON, Solicitor, Oswestry; Messrs. HAYWARD and BROUGHALL, Solicitors, Oswestry; Mr. BURD, Whistone Priory, near Shrewsbury, Land Agent; and at the principal inns in Shrewsbury, Welshpool, Montgomery, and Oswestry.

Sales by Auction.

NEAR CHRISTCHURCH, Hants.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a MARINE VILLA, situate midway between Lymington and Christchurch, commanding splendid sea views; and also an adjoining Farm of about 108 acres, with farm-house and buildings; the whole freehold.

To be viewed by tickets, and particulars had of Mr. RAINY, 14, Regent-street.

ACTON, Middlesex, Five Miles from Hyde Park.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a singularly elegant FREEHOLD RESIDENCE, approached by a corridor, and containing hall, library opening to a conservatory, drawing-room, dining-room, &c.; seven best bed-rooms, ample servants' rooms and offices for a family, coach-house and stabling, capital kitchen-garden, walled pleasure-ground, and paddock, about ten acres. The household furniture may be taken at a fair valuation.

To be viewed by tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-street.

HERTFORDSHIRE.—Sixteen Miles from London, five from St. Alban's, five from Barnet, and eight from the Watford Station.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a distinguished FREEHOLD ESTATE, comprising a manor, a noble park, with the finest timber, a capital mansion, replete with every convenience for a family of rank, and upon which, within the last three years, some thousand pounds have been expended in improvements and embellishments. It contains outer and inner halls, dining-room 38 feet in length; drawing-room, 34 feet by 21 feet; billiard-room, library, and gentleman's room, eleven best bed-rooms, besides dressing-rooms and servants' bed-rooms, offices of all kinds, capital stabling, flower and kitchen gardens, noble conservatory and hot-houses, and every suitable appendage. Also the Farm, in the highest cultivation, with superior house and buildings, and the adjacent lands, the whole nearly 600 acres, and forming altogether one of the most attractive possessions within the same distance of the metropolis, in the centre of field sports, and a neighbourhood of the highest class. The whole of the household furniture, new within a short period, may be had at a fair valuation.

To be viewed by tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-street, London.

DURHAM, within one day's ride of London by the Railroads.—To be LET, for Three or Five Years, a spacious FAMILY RESIDENCE, furnished in a superior style, and adapted for a person of fortune, situate in a beautiful part of the country, with good fishing and hunting, and the exclusive right of shooting over about 2,400 acres. The neighbourhood of the highest respectability, and the circumstances altogether peculiarly desirable. Land may be had or not, at the option of the tenant.

Particulars to be had of Mr. RAINY, 14, Regent-street, St. James's.

DEVONSHIRE, near Plymouth.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a valuable and most desirable FREEHOLD ESTATE, called MEMBLAND, comprising in a ring fence 2,020 acres, divided into six capital farms and two smaller ones, of excellent arable, pasture, and meadow land, and orchard, with farm-houses and buildings in complete repair, occupied by most responsible tenants, chiefly on lease, and 140 acres of wood and plantations in hand. A substantial family mansion, stabling, offices, walled gardens, hot-houses, green-house, &c.; also the lordship of the entire manor of Revilstoke and Noss Mayo. This fine estate is situate in the best part of the South Hams, considered, from the salubrity of the climate, the Montpelier of Devon; the ocean bounds it for some miles, and also the beautiful estuary of the Yealm, affording fishing and aquatic amusements; there is also good shooting; the sea and inland views equal in splendour most others in the county. There is an inexhaustible quarry of slate in full work; iron ore has been recently discovered near the coast, and the line of railway from Exeter to Plymouth will, it is believed, pass within a few miles.

For particulars, apply to Mr. RAINY, 14, Regent-street.

BUCKINGHAMSHIRE.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, the GRANGE, an elegant FREEHOLD RESIDENCE, situate in a beautiful part of the county of Buckingham, midway between London and Aylesbury, about seven or eight miles from the West Drayton and Slough stations on the Great Western Railway, and within nine miles of Windsor and five of Uxbridge. It is seated on the acclivity of a hill, in a park-like paddock, ornamented with nine old timber and plantations, approached by carriage-drives with neat lodges, contains hall and conservatory, drawing-room 32 feet, billiard-room, library, dining-room, 15 bed-rooms, three dressing-rooms, excellent offices and stabling, walled kitchen-garden, farm-yard and buildings, ice-house, and gardener's house. Also Gold-hill Cottage, with orchard and paddock of about seven acres; some cottages, &c.

Particulars to be had of Mr. RAINY, 14, Regent-street.

Sales by Auction.

CAVENDISH SQUARE.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a very elegantly fitted and compact RESIDENCE for a moderate-sized family; comprising good dining-room, library, and third room, two drawing-rooms communicating by folding doors, windows to the floor and balcony in front, and a third room, two staircases, excellent bed-chambers, and offices, large garden, and coach-house and four-stall stable, laundry, &c.; held under his Grace the Duke of Portland for an unexpired term of 14 years, at a small ground-rent.

To be viewed by tickets between the hours of two and five, which, with particulars, may be had of Mr. RAINY, 14, Regent-street.

PUTNEY-HILL, Surrey.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, the spacious and capital detached FREEHOLD MANSION, LIME GROVE, delightfully situate on the rise of Putney-hill, only four miles and a half from the metropolis. It is approached by carriage-drives, and contains suites of noble, lofty principal apartments, with numerous bed chambers, offices of every description, coach-houses, stabling, beautiful lawn ornamented with full-grown timber, pleasure-grounds, with extensive walks, walled gardens, &c. the whole about eleven acres, on lease at 150*l.* per annum. Also the contiguous Lands, extending from the Putney-hill-road into the road leading from Putney to Wandsworth, altogether about forty-four acres, and highly eligible for building upon, especially the upper ground, from which the finest views are commanded.

Particulars to be had of Mr. RAINY, 14, Regent street.

READING, Berks.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a compact and substantial detached RESIDENCE, erected about ten years since, and now in perfect repair, delightfully situate on the London-road, and almost adjoining the capital and populous market-town of Reading, and accessible from London within one hour and a half by the Great Western Railway. The premises contain entrance-hall, bow window drawing-room, and smaller drawing-room with folding doors, eating-room, four or five best bed-rooms, besides dressing rooms, and six servants' rooms, suitable offices, pleasure-grounds and lawn, and kitchen-garden, the latter separated, and offering an eligible plot for building upon, without detriment to the present residence.

Particulars may be had of Mr. RAINY, 14, Regent-street.

MIDDLESEX, Ten Miles from Town.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a capital FARM, part freehold and part copyhold, containing about 217 acres of rich land, with an excellent house and buildings, on lease to a most respectable tenant till Michaelmas, 1847.

Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

BUCKINGHAMSHIRE.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate possession, a FREEHOLD ESTATE of about 90 acres of grass and arable land, with agricultural buildings, and an unfinished house, situate at Farnham Royal, three miles and a half from the Slough station of the Great Western Railway.

Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

BELGRAVE SQUARE.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, the noble and spacious detached MANSION, No. 24, Belgrave-square, held under the Marquis of Westminster, for an unexpired term of 80 years, at a moderate ground-rent. It presents a chaste architectural elevation, with a portico, and is approached by a carriage-drive, with gates. The interior contains a hall and two stone staircases, morning-room, tent-room, drawing-room, splendid saloon, 50 ft. by 26 ft., with French sashes, opening to a large garden, eating-room, 33 ft. by 22 ft., library, &c.; ten principal and secondary bed-chambers, dressing-rooms, complete offices of every description on the basement and in the rear of the premises, capital stabling for eight horses, a loose box, standing for several carriages, loft, and three rooms over.

Particulars to be had of Mr. RAINY, 14, Regent-street.

THE RETREAT, Battersea, Surrey.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, or LET for a term, the very elegant modern RESIDENCE, the RETREAT, at Battersea, two miles and a half from Hyde Park and the Bridges. It stands perfectly detached and retired, with carriage-drives, fine lawn, and pleasure-grounds, conservatory, kitchen-garden, stabling, and paddocks, all in the most complete order. The mansion is fitted up in the very best taste, no expense having been spared, and is arranged to accommodate a family of fortune. The principal apartments are spacious and lofty, and the bed-chambers and offices suitable for a good establishment. Immediate possession may be had; and the elegant furniture may be taken at a fair valuation.

To be viewed by tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-street.

THORNCROFT, Leatherhead, Surrey, about Eighteen miles from London, and Eight from the Kingston Station on the South-Western Railway.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, the spacious and capital detached MANSION of THORNCROFT, situate in the beautiful vale of Mickleham, a short distance from Leatherhead, and in the most admired part of the county of Surrey. The mansion is equal to the accommodation of a large family, and has attached and detached offices of all descriptions, with excellent gardens, well laid-out pleasure-grounds, finely timbered, and the river Mole, affording good fishing, flowing through them; surrounding the house is a rich paddock of about 20 acres. The tenure is leasehold under Merton College, Oxford, renewable every seven years on the usual fine.

To be viewed by tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-street.

Sales by Auction.

BRIGHTON.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, or LET on LEASE, one of the first HOTELS in this popular and fashionable watering-place. The premises are freehold, and land-tax redeemed, are very extensive, most substantially built, and fitted up and furnished in the best style, and in every respect in perfect order; frequented by the nobility, gentry, and persons of the highest respectability, and the connection rapidly increasing. The situation may be considered the most desirable in Brighton, the sea-view being wholly uninterrupted. The furniture and effects are to be taken at a fair valuation, or at a sum to be agreed upon, and part of the purchase-money may remain on mortgage if desired.

Principals only can receive particulars on application to Mr. RAINY, 14, Regent-street.

FOR INVESTMENT.—CORNWALL-TERRACE, Regent's-Park.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a very desirable RESIDENCE, on Cornwall-terrace, Regent's-park; held for seventy-six years unexpired, and let on lease to a most desirable tenant, producing, after deducting the ground-rent and insurance, a net income of 258*l.* per annum. The premises comprise entrance hall and stone staircase, capital dining-room, breakfast-room, gentleman's dressing-room, two elegant drawing rooms, extending together about fifty feet, with bow sashes and balconies; a library and boudoir, four principal bed-chambers, and five rooms over, with excellent offices on the basement including detached kitchen, &c., and, in the rear of the premises is a coach-house and three-stall stable, loft, and two rooms over.

To be viewed by permission of the tenant, with tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-street.

SUSSEX-SQUARE, close to Hyde Park-gardens and the Victoria-gate.—Spacious newly erected MANSION, Offices, and Stabling, held for a term of 95 years, at the small ground-rent of 72*l.* per annum.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a capital and superior-built MANSION, in Sussex square, adapted for the residence of a family of distinction. It is admirably planned, and has been finished without regard to expense. The situation, from its immediate contiguity to Hyde Park and Kensington Gardens (of both a partial view is commanded), has become highly popular and attractive. The mansion contains fourteen bed-chambers, a suite of splendid drawing-rooms, all communicating, and respectively 29 feet by 19 feet 6 inches, 23 feet by 16 feet 9 inches, and 22 feet by 16 feet; entrance-hall with portico, two staircases, dining-room 29 feet by 19, ante-room, library 22 feet by 16, morning-room 23 feet by 16, bath. A range of superior and very light domestic offices, including detached kitchen, fire-proof plate closet, &c.; and in the rear of the house capital stabling for four horses, double coach-house, harness room, and excellent rooms for servants.

To be viewed, and particulars had of Mr. RAINY, 14, Regent street.

IN the SOUTH of SCOTLAND.—The WHITE HALL ESTATE in the county of Berwick, eight miles from Berwick, a capital town and shipping port, six from Dunse, ten from Coldstream, and fifty from Edinburgh, with the Titularity and Patronage of the Church of Chirnside. To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, the very important, valuable, and compact ESTATE, in the parish of Chirnside, and richest part of the county of Berwick, in the midst of magnificent scenery, bounded by the Cheviots, presenting a superior and highly eligible investment for capital, producing a regular and well-paid rental of upwards of 4000*l.* per annum (arrears being unknown), from capital farms, with stone-built houses and steadings, in excellent repair, one of them new built, in the occupation of most respectable and responsible tenants. The lands of the best quality, and in the highest state of cultivation. The district celebrated for the skill, industry, and enterprise of its agriculturists, and with excellent markets. The estate contains, in a ring fence, 2854 imperial acres, the river Whitadder forming the southern boundary, affording good trout, and occasionally salmon fishing, and the latter may be had in the Tweed, a few miles distant. Game may also be preserved in abundance. The Duke of Buccleuch's and Lord Elcho's hounds hunt the country. The neighbourhood of the first class and the roads good. Many beautiful sites exist on the banks of the Whitadder for the erection of a suitable mansion, and the old house (out of repair) might, without a large outlay, be adapted for occasional residence, surrounded by about 100 acres of grass parks, and noble timber and plantations. The line of the North British Railway, from Berwick to Edinburgh, will pass within four miles of the estate at Ayton, where a station is expected to be placed; that from London to Newcastle is now open, and there is no doubt that the line will soon be carried through from Newcastle to Berwick, and the facilities for travelling will then bring this property within a day's journey of London. The lands hold of the Crown; the teinds are included in an old and moderate valuation, and are nearly exhausted. The parish church has been recently repaired, and the parish and public burdens are moderate.

Particulars to be had of Mr. RAINY, No. 14, Regent-street.

WARFIELD, Berks, seven miles from the Maidenhead Station, and eight miles from Windsor.—Valuable Church Preferment, the Incumbent aged about forty-two.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, the PERPETUAL ADVOWSON, and NEXT PRESENTATION to the Vicarage of WARFIELD, in a delightful part of the county of Berks, eight miles only from Windsor, and surrounded by a very superior neighbourhood. The tithes are commuted at 200*l.* a year, and there are eighteen acres of glebe, and also the dues, surplice fees, and Easter offerings. The house was burnt down some time since; a cottage and the offices only remain. Also the Rectorial Tithes of 600 acres, commuted at 107*l.* per annum.

Particulars may be had of Mr. RAINY, 14, Regent-street.

Sales by Auction.

RICHMOND PARK.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a distinguished VILLA, of the very highest class, situate six miles from Hyde Park-corner, commanding extensive views, and verging upon Richmond Park; the elevation of pure Roman architecture, and erected about 40 years since, at unlimited expense. It stands on a gentle eminence, surrounded by fine avenues of elm and groups of other timber, with four acres of lawn, studded with the finest evergreens, sheet of water, extensive shrubberies and gravel walks, walled gardens, hot and green houses, and paddock of park-like appearance, altogether 36 acres, and in the highest order, the present owner having expended many thousand pounds on improvements. The mansion contains a magnificent oval hall, 45 feet by 36 feet, with scagliola columns; elegant geometrical principal staircase of stone; morning-room, 24 feet square; drawing-room, 60 feet by 24 feet, most beautifully decorated in the purest taste; and dining-room, 30 feet by 24 feet all 18 feet high. On the one pair is a spacious library and billiard-room, numerous best and secondary bed-chambers and dressing-rooms, besides servants' apartments, extensive offices of every description, and stabling, farm buildings, &c. The property may be purchased either as freehold or copyhold.

To be viewed on Wednesdays and Fridays only (unless by previous appointment), by tickets, which, with particulars, may be had of Mr. RAINY, No. 14, Regent-street.

ST. JAMES'S SQUARE.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY (with immediate possession), the capital FREEHOLD MANSION of a Nobleman. The premises are of modern construction, with spacious lofty principal apartments, hall, and two stone staircases, with offices for a suitable establishment, and capital stabling. A smaller Freehold House, which fronts Duke-street, and was formerly part of the original estate, may also be purchased if desired.

For particulars and tickets to view apply to Mr. RAINY, No. 14, Regent-street, St. James's.

HYDE PARK GARDENS, commanding the entire view over Hyde Park.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY (with immediate possession), one of the best MANSIONS in this much-admired and highly-improving situation. It was finished and completed by the present owner, and furnished throughout without regard to expense, and it may safely be affirmed that it is scarcely possible to find a residence of the scale more perfect, both as regards the decorations and the general style and quality of the furniture. The tenure is leasehold for about 90 years, at a ground-rent.

To be viewed by a day's previous notice, and by tickets, which, with particulars, may be had of Mr. RAINY, No. 14, Regent street, St. James's.

BATTERSEA, Surrey.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate possession, a capital spacious FREEHOLD RESIDENCE, on the banks of the Thames, with terrace-walk, pleasure grounds, kitchen garden, paddock, coach-houses, stabling, &c. Also some other Freehold Property for investment.

Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

NEAR RUISLIP, Middlesex, on the Borders of Hertfordshire, and about Fourteen Miles from London. To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate possession, the delightful RESIDENCE of the late Gen. Sir Joseph Fuller, G.C.B., with offices, stabling, gardens, pleasure grounds, and park-like paddocks; altogether about 60 acres, with ornamental water and fine-grown timber. The elegant furniture may be had or not at the option of the purchaser.

Particulars and tickets to view may be had of Mr. RAINY, 14, Regent-street, St. James's.

BROWNSEA CASTLE and ISLAND, near Poole, Dorsetshire.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate possession, the much-admired and beautiful FREEHOLD ESTATE, the Island of Brownsea, about a mile and a half in length, and three-quarters of a mile in breadth, at the entrance of the harbour of Poole, a few hours' sail from the Isle of Wight, and within a few miles of the new and much-frequented bathing place, Bournemouth. The castle is spacious and furnished, has excellent gardens, hothouse, conservatory, &c. The island affords wild fowl shooting in the greatest profusion, the situation is peculiarly desirable for yachting, and the scenery is of a picturesque character. The castle would be let, furnished, for three years.

Particulars and tickets to view may be had of Mr. RAINY, 14, Regent-street, St. James's.

CLOSE to SOUTHAMPTON.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, either together or separate, and with immediate possession, TWO CAPITAL DETACHED RESIDENCES, with such portion of park-like land as may be agreed upon, and either with or without a superior farm, with excellent farm-house and buildings. The whole estate is freehold, and comprises 175 acres; and from its immediate contiguity to the improving town of Southampton, presents a most favourable opportunity for a successful building speculation.

Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

IN a FASHIONABLE SQUARE at the WEST END.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a MANSION of the first class, equal in all its arrangements to the accommodation of a family of the highest distinction; the offices and stabling extensive and complete. The adapted furniture will be included in the purchase.

Principals only can, in the first instance, receive information, and which may be had on application to Mr. RAINY, 14, Regent-street, St. James's.

Sales by Auction.

HYDE PARK, commanding the entire Park View.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, or LET Furnished for a Term, a very elegant FREEHOLD RESIDENCE, in perfect order, suited to a moderate-sized family. The residence has an extra story of bed-chambers, good offices, and stabling.

To be viewed by tickets, and particulars had of Mr. RAINY, 14, Regent-street.

RUTLAND-GATE, Hyde-park.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a very desirable new-built and elegantly finished RESIDENCE, together with the nearly new Household Furniture. It commands an uninterrupted view over Hyde-park, has an extra story of bed-chambers, coach-house, and stabling; held for a term of about 90 years, at a small ground-rent.

To be viewed by tickets, and particulars had of Mr. RAINY, 14, Regent-street.

STRATTON-STREET, Piccadilly, overlooking the gardens of Devonshire-house.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, or LET on LEASE, a spacious modern RESIDENCE, with hall and two staircases, capital eating-room, library, and other apartments on the ground-floor; elegant drawing-rooms, and a best bed-chamber and dressing-room on the one pair, numerous other bed-chambers and servants' apartments, and ample offices on the basement. Coach-house and stabling may be rented at a short distance

To be viewed by tickets, and particulars had of Mr RAINY, 14, Regent-street.

NORTH WALES.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a highly improvable FREEHOLD ESTATE, land-tax redeemed, situate in a fine part of the country, and commencing within a mile of a capital market-town. It comprises 2,200 acres, with excellent farm houses and buildings, all well tenanted; a moderate residence and offices (requiring repairs), a fine lake stored with fish, very thriving woods and plantations, &c., forming a fine and very eligible property for investment.

Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

ENFIELD, Middlesex.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, CHASE LODGE, a substantial and handsome Freehold Villa, with pleasure-grounds, gardens, and paddocks (the latter part leasehold), about 27 acres

Particulars may be had of Mr RAINY, 14, Regent-street, St. James's.

SUFFOLK, on the Borders of Norfolk, and about Eighty Miles from London.—To be SOLD, by PRIVATE CONTRACT, by Mr. RAINY, a very important and valuable FREEHOLD ESTATE, especially attractive for a Sportsman, having been strictly preserved, and affording shooting equal to any domain in the district. It comprehends the entire parish of nearly 5,500 acres, including thriving plantations; also a capital Family Mansion, with offices of every description, gardens, pleasure-grounds, &c.; farm-houses and buildings, cottages, &c. The Estate is situate in one of the best neighbourhoods in the kingdom and it is expected that a railroad station will be fixed within a few miles.

Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

NEAR SOUTHAMPTON.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, with immediate possession, a singularly beautiful MARINE MANSION, upon which the present owner has expended many thousand pounds. It is delightfully situate about four miles and a half from the Southampton, Botley, and Fareham stations, and stands in a park-like paddock of thirty-five acres, well timbered, with superior gardens and grounds, stabling, lodge, &c. and commands very fine sea and inland views.

Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

KENT.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, the very valuable and beautiful FREEHOLD ESTATE, COMBE BANK, the seat of the late Viscount Templemore, situate in the rich vale betwee Madam's Court-hill and Sevenoaks twenty-three miles from London, and a few miles from a railroad station; comprising the finely-timbered park and woods, sheet of water, the noble mansion, stabling, gardens, pleasure-grounds, and walks; the capital farm, with complete agricultural buildings, lodges, &c. The whole about 520 acres, land-tax redeemed. Many thousand pounds have been expended in improvements upon the mansion and property during the last few years, and the whole is in the most perfect condition. Little Combe Bank, a villa, with grounds and some houses in the village, form part of the estate, and will be included in the purchase. Part of the purchase-money may remain upon mortgage.

Particulars and tickets to view may be had of Mr. RAINY, 14, Regent-street, St. James's.

GROSVENOR-PLACE, Hyde Park, in front of the Gardens of Buckingham Palace.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a noble and very spacious MANSION, held for a long term, at a low ground-rent, and adapted in all respects to a family of distinction, with attached and detached offices, standing for four or five carriages, and stabling for eight horses. The mansion has an extra story of bed-chambers, a suite of superb drawing-rooms—viz. 27 feet by 20, 22 feet by 19, 25 feet by 19, and 37 feet by 25, all communicating by folding-doors; an eating-room 37 feet by 25, library, ante-room, two stone staircases, stone hall, screened by a porch, &c. The whole of the household furniture and fixtures will be included in the purchase, and immediate possession may be had.

To be viewed by tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-street.

Sales by Auction.

KENT, Six Miles from Canterbury, and near to the Sea.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a valuable FREEHOLD ESTATE, partly exonerated from land-tax, comprising a park of beautifully undulated surface, a moderate-sized family residence and offices, and also th[illegible]rms; the whole about 640 acres, and may be treated for together or separately.

Particulars may be had of Mr. RAINY, 14, Regent-street, St. James's.

EAST COWES CASTLE, in the ISLE of WIGHT, to be SOLD by PRIVATE CONTRACT, by Mr. RAINY. This distinguished Freehold MARINE MANSION, of stone, and in the castellated style of the time of Edward the Sixth, was erected at unlimited expense by the late John Nash, Esq. It affords the most ample and elegant accommodation for a family of distinction, and is especially suited to any member of the Royal Yacht Club. The scenery is too well known and appreciated to render eulogium necessary, and it will be admitted that the facility of access from the metropolis (the distance being now accomplished in about four hours) gives to the property a much increased value. The chief apartments are lofty, and expensively finished: they include a dining-room 30 feet by 20; a drawing-room, 28 feet 6 inches by 21 feet 6 inches; and a library, 39 feet by 27; a billiard-room, 30 feet 6 inches by 18 feet 6 inches; and an octagon library, 19 feet by 19, numerous principal and secondary bed chambers and servants' apartments offices of every description, splendid conservatories, a picture or statue gallery, 70 feet by 21; gardens of a superior order, with hot-houses &c The grounds which are beautifully undulated, contain, with the gardens, paddock, &c., about 13 acres, embellished with noble timber and plantations of luxurious growth, and walks of considerable extent are cut through them

Particulars and tickets to view may be had of Mr. RAINY, 14, Regent-street.

RICHMOND, Surrey, commanding views of the River Thames and the adjacent scenery.—To be SOLD by PRIVATE CONTRACT, by Mr RAINY, the very beautiful GOTHIC MANSION, on the rise of the hill for many years the residence of the late Mrs Flicker, but disposed of on behalf of her representatives, a few months since, to the present owner who has altered and improved the premises, and made additions at a large outlay. It is arranged to afford complete accommodation for a family of the highest respectability. The dining room is 30 feet by 20 and 14 feet high, a library, two drawing-rooms, with folding-doors, numerous bed-chambers; offices of every description, ice house; coach-houses, stabling, and cottage, pleasure-grounds beautifully laid out and ornamented with handsome timber and walks, &c; or the house would be Let Furnished by the year or for six months.

To be viewed by tickets, which may be had of Mr. RAINY, 14, Regent-street.

HYDE PARK-SQUARE, commanding the view to Hyde park. To be DISPOSED of, the LEASE and elegant FURNITURE nearly new, of a spacious and most desirable RESIDENCE, adapted for a family of fashion. Held for 18 or 19 years, with the option for the lessee to vacate at certain periods

For particulars and tickets to view, apply to Mr RAINY, 14, Regent-street.

SUSSEX.—To be LET, FURNISHED, LITTLE GREEN MANSION, beautifully situate in the midst of a good neighbourhood, and in the most healthy part of the county, and now in the occupation of the Hon. J. S. Carnegie. The Mansion contains well-proportioned drawing-room, dining-room, library, bed-rooms, and convenient offices of every description, fitted for a family of the first respectability. Attached are flower, walled, and kitchen gardens, green-houses, coach-houses, stabling for 12 horses, and 30 acres of pasture land, with a right of sporting over the estate, consisting of about 4,000 acres. The mansion is distant six miles from Petersfield, ten from Chichester, and fifteen from Portsmouth. The country is regularly hunted by Colonel Wyndham's foxhounds.

For further particulars apply to Mr. RAINY, 14, Regent-street, London; or Messrs. OSBORN and GARRETT, Fareham, Hants.

KENSINGTON-GORE, opposite the Gate into Hyde-park.—To be DISPOSED of, the LEASE of a singularly elegant detached RESIDENCE, on a moderate scale, fitted up in a costly manner, and with very superior taste; the dining-room and drawing-room opening to a conservatory, library in the Elizabethan style, suitable bed-chambers and offices, capital detached billiard-room, three-stall stable, double coach-house, and loose boxes; and large pleasure-garden, well laid out with green and summer houses. Held for twenty-four years, determinable, at the lessee's option, at the end of ten or fourteen years. The adapted elegant furniture may be had, or the house would be let furnished, for one, two, or three years.

To be viewed by tickets, which, with particulars, may be had of Mr. RAINY, No. 14, Regent-street.

GROSVENOR-PLACE, Hyde-Park.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a most desirable RESIDENCE, in the best division of Grosvenor-place, and in perfect repair, both substantial and ornamental. It comprises four servants' bed-chambers, two principal bed-chambers and a dressing-room, two handsome drawing-rooms, communicating by folding doors, and a third room; stone hall and two staircases; excellent dining-room, library, and dressing-room; convenient domestic offices, six-stall stable and loose box, standing for two carriages, and six rooms over. Held for an unexpired term of 21 years, at a very small ground-rent, and a renewal to make up the term 63 years may be treated for.

To be viewed by tickets, between the hours of three and five, which, with particulars, may be had of Mr. RAINY, 14, Regent-street.

Sales by Auction.

HYDE-PARK.—To be LET on LEASE, for 14 years, unfurnished, the very desirable RESIDENCE, No. 26, Hertford-street, fronting upon Park-lane, and commanding the entire Park view. The premises are well known as having been occupied for some years by the late Dr. Franck, from whose executors they were purchased by the late owner, John Blackburne, Esq, who expended some hundred pounds in painting and otherwise improving them.

For terms, and cards to view, apply to Mr. RAINY, 14, Regent-street.

ABBEY-ROAD, St. John's Wood.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, a compact detached FREEHOLD RESIDENCE, in excellent order, comprising four rooms on the ground floor, numerous bed-chambers, with a large nursery, convenient offices, coach house and stabling, large pleasure and kitchen gardens, walled round.

To be viewed by tickets, which, with particulars, may be had of Mr. RAINY, 14, Regent-street

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ST. JAMES'S-SQUARE, West Side.—To be SOLD by PRIVATE CONTRACT, by Mr. RAINY, or Let on Lease, the spacious FREEHOLD MANSION situate at the corner of King street, and lately occupied as the Army and Navy Club house. The premises contain extensive suites of apartments, large hall, and two staircases, and are adapted for the establishment of a person of rank, for any institution, or are convertible at a moderate outlay into chambers, and would doubtless then produce a very considerable annual income.

For particulars and tickets to view, apply to Mr. RAINY, 14, Regent-street. The stables are at present let, but only to a tenant from year to year.

Herts.—Freehold Estate, Votes for the County.

BY Messrs. BROOKS and GREEN, at Garraway's, on Thursday, August 15, at One, a FREEHOLD PLANTATION, land tax redeemed, containing fourteen acres of very thriving wood, abounding with oak, situate at North Mimms, adjoining Colney-heath and North Mimms-park, in the county of Hertford.

Particulars may be had at the White Hart, South Mimms; Salisbury Arms, Barnet; Woolpack Inn, St. Alban's; at Garraway's; and of Messrs BROOKS and GREEN, Estate-agents, Surveyors, and Auctioneers, 28, Old Bond-street

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Valuable Mining Property situate in the Forest of Dean, Gloucestershire.

MESSRS. BROOKS and GREEN have received instructions to SELL by AUCTION, at the Mart, on Wednesday August 28, at Twelve unless in the meantime disposed of by private contract, all those GALES or GALEWORKS known as the Scowles Iron Mine, situate at Coleford, Gloucestershire, with two newly-sunk shafts. The iron ore is of the richest quality, and the present very flourishing state of the iron trade combines to render this a very eligible opportunity for any gentleman of moderate capital seeking to realize a handsome income from a lucrative and agreeable occupation.

Printed particulars may be had at the Coleford Inn, Coleford the Booth Hall Gloucester, of J H HOWARD, Esq Solicitor, Cheltenham; and of Messrs BROOKS and GREEN, Estate-agents, Surveyors, and Auctioneers, 28, Old Bond-street

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Small Leasehold Estate for Investment.

MESSRS. DAVIS and VIGERS will SELL by AUCTION, at the Mart, on Thursday, August 8, at 12 for 1, Two Brick-built Residences, Nos. 18 and 19, Cole street North, Dover-road, let to respectable tenants, at rentals amounting to 46*l* per annum, held by lease at a ground-rent.

To be viewed by permission of the tenants. Particulars and conditions of sale to be had of Messrs. SELBY and MACHESON, Serjeants'-Inn, Fleet-street, at the Mart; Hall of Commerce, and of Messrs. DAVIS and VIGERS, 3, Frederick's-place, Old Jewry.

Valuable Freehold Estate, in the city of London.

MESSRS. DAVIS and VIGERS are instructed by the Devisee in trust under the will of William Hardy, Esq. deceased, to SELL by AUCTION, at the Auction Mart, on Thursday, August 8, at Twelve, in Two Lots, TWO FREEHOLD HOUSES and Shops, Nos. 47 and 48, Beech-street, Barbican, with premises in the rear, let on leases to Messrs. Hooke and Bryant, at low rentals, amounting to 61*l*. 10s. per annum. The leases have now only three years to run, and at their expiration the premises (having been enlarged and improved by the lessees) will readily realize 110*l*. per annum.

To be viewed by permission of the tenants. Particulars and conditions of sale to be had of Messrs. DODS and LINKLATERS, Leadenhall-street; at the Auction Mart; Hall of Commerce; and Auctioneers' Offices, 3, Frederick's-place, Old Jewry.

Freehold Villa, with Three Acres and a Half of Land, Forest Hill, Kent.

MR. FREDERICK CHINNOCK is instructed by the surviving Executor of the late Robert Wissett, Esq., to SELL by AUCTION, at the Auction Mart, London, on Friday, August 16, at 12, a desirable FREEHOLD RESIDENCE, possessing every necessary convenience for a moderate family, having good reception rooms, and six best and secondary bed chambers, with excellent offices, three-stall stable, and coach-house. It is placed in a sheltered situation in the centre of a beautiful lawn, from which, and the grounds, a most splendid panoramic view of the metropolis and the surrounding country may be obtained; the grounds and gardens are laid out with great taste, and are ornamented with valuable shrubs and forest trees, standard dwarf wall fruit trees, and with a small meadow comprise about three acres and a half of land, partly inclosed by an excellent brick wall and quick fence.

Descriptive particulars and a lithographic plan of the estate will be ready early, and may be obtained of Messrs. BEAUMONT and THOMPSON, Solicitors, 19, Lincoln's-inn-fields; at the Mart; and at Mr. CHINNOCK's Auction and Estate Offices, 28, Regent-street, Waterloo-place.

Sales by Auction.

Islington and St. Luke's.—Very eligible Leasehold Estates and Ground-rents, producing together a rental of about 450*l.* per annum.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, August 9, at Twelve, in numerous lots, the following valuable LEASEHOLD PROPERTY, held for long terms unexpired, at trifling ground-rents; comprising a brick-built Dwelling-house, called Brunswick Lodge, very desirably situate, No. 13, Brunswick-terrace, overlooking the New Prison and Copenhagen-fields, let at 40*l.* per annum; two convenient residences, Nos. 3 and 4, Arundel-terrace, let at 80*l.* per annum; a dwelling-house, No. 3, Providence-row, let at 22*l.* per annum; three ditto, Nos. 3, 4, and 7, Copenhagen-street, let at 100*l.* per annum; ten ground-rents, varying from 7*l.* to 9*l.* each, amply secured upon Nos. 1, 2, 6, 8, 9, 10, 11, 13, 14, and 15, Copenhagen-street; four Dwelling-houses, Nos. 1, 2, 3, and 4, Islington-place, let at 130*l.* per annum; a ground-rent of 21*l.* per annum, amply secured upon Nos. 3, 4, and 5, Islington-place, with several tenements, workshop, and yard behind; and two Dwelling-houses, with shops, Nos. 56 and 57, Golden-lane, let at 60*l.* per annum.

May be viewed with leave of the tenants, and particulars had, twenty-one days previous to the sale, at the Angel, Islington; the Auction Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Freehold, Drury-lane, and Leasehold, Great Wild-street, Lincoln's-Inn-fields.

MESSRS. SHUTTLEWORTH and SONS have received instruction to SELL by AUCTION, at the Mart, on Friday, August 9, at twelve, in two lots, a FREEHOLD ESTATE, land-tax redeemed, comprising a substantial dwelling-house and premises, situate No. 8, Brownlow-street, Drury-lane, in the occupation of a respectable tenant, at a rate of 56*l.* per annum; and a spacious Leasehold Dwelling-house, situate No. 13, Great Wild-street, Lincoln's-Inn, underlet for the whole term of the original lease unexpired, and producing a net rent of 34*l.* per annum.

May be viewed with leave of the tenants, and particulars had 14 days previous to the sale, at the Mart, and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Clerkenwell.—Superior Leasehold Estates and Ground Rents, producing together a rental of about 1,360*l.* per annum.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, August 9, at twelve, the following important LEASEHOLD PROPERTY; consisting of five excellent residences, Nos. 67, 68, 70, 71, and 72, Myddelton-square, let to highly respectable tenants, at rents amounting to 290*l.* per annum, 15 very convenient dwelling-houses, Nos. 2, 3, 4, 5, 6, and 11 to 20, Wharton-street, producing together about 450*l.* per annum; two dwelling-houses, Nos. 4 and 5 Pearl-crescent, let at 54*l.* per annum; 12 residences, Nos. 8 to 11, and 13 to 17, King's-terrace, and Nos. 5, 6, and 7, King's-terrace north, Bagnigge-wells-road, producing together about 400*l.* per annum; two substantial residences, Nos. 17 and 18, River-street, let at 90*l.* per annum; eight ground-rents, averaging from 6*l.* to 8*l.* 10*s.* each, amply secured upon Nos. 14, 15, 16, 17, and 20 to 23, River-street; and a garden in the rear, estimated at 4*l.* per annum.

May be viewed with leave of the tenants, and particulars had at the Angel, Islington; the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Freehold, Islington.

MESSRS. SHUTTLEWORTH and SONS will SELL by AUCTION, at the Mart, on Friday, August 9, at twelve, a FREEHOLD DWELLING-HOUSE, containing four bed-chambers, two drawing-rooms, dining room, and breakfast parlour, with servants' offices, and garden, very pleasantly situate No. 1, Upper Brunswick-terrace, Islington, in the occupation of a highly respectable tenant, at a rent of 40*l.* per annum.

May be viewed with leave of the tenant, and particulars had, 14 days previous to the sale, at the Angel, Islington; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Freehold Building Ground, Tollington-park.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, August 9, at twelve, in three lots, a valuable PLOT of FREEHOLD MEADOW LAND, presenting very eligible sites for building, situate near the eastern entrance to Tollington-park, in the parish of Hornsey, comprising upwards of one statute acre. Tollington-park is rapidly covering with buildings of the most respectable character, and increasing daily in public estimation.

May be viewed, and particulars had, 21 days previous to the sale, at the Plough, Hornsey-road; the Angel, Islington; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Richmond-green.

MESSRS. SHUTTLEWORTH and SONS are directed by the Trustees to SELL by AUCTION, at the Mart, on Friday, August 16, at twelve, in four lots, a valuable FREEHOLD and COPYHOLD PROPERTY, originally an entire mansion of the most substantial character, with offices and a large garden in the rear, comprising together—a.—r.—p., very pleasantly situate on the west side of Richmond-green. Lot 1. An excellent Copyhold Residence, with a large freehold garden in the rear, extending to a proposed private road. Lot 2. A ditto ditto, with a similar garden. Lot 3. A substantial Range of Buildings, formerly the wing of the residence comprised in lot 2, with a similar garden. Lot 4. A Freehold Plot of Garden Ground, and a piece of vacant ground adjoining, comprising above—a.—r.—p., approached by the same private road.

May be viewed till the sale, and particulars, with plans, had 14 days previous at the Star and Garter and Castle Hotels, Richmond; of Messrs. CLARK, Solicitors, Brentford, at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Sales by Auction.

Valuable Manor and Freehold Farms of a very superior class, Great Holland, Essex.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Auction Mart, on Friday, August 16, at Twelve, the valuable MANOR of GREAT HOLLAND, with its court baron, fines, heriots, quit-rents, immunities, and manorial rights, producing upon a moderate average 150*l.* per annum; also White House Farm, situate in the parish of Great Holland, on the border of the high road from Little Clackton to Manningtree, about four miles from Thorpe, four from Walton on the Naze (an improving summer bathing-place), twelve from Manningtree, fifteen from Colchester, and within three miles of water carriage, in a very rich and highly cultivated part of the county of Essex, consisting of 342 acres of singularly productive arable and marsh meadow land, lying within a ring fence, with an excellent farm-house, garden, orchard, and adequate agricultural buildings; likewise the Dairy Farm, situate near the preceding and in the same parish, consisting of 128 acres of remarkably fertile arable and meadow land, lying compactly together on the border of the high road, in the village of Holland, having a very neat farm-house or sporting residence, with a lawn, shrubbery, pleasure and kitchen gardens, hunting-stables, &c. and all appropriate agricultural buildings. The superior cultivation of these farms is the best testimony of the characters, stability, and skill of the respectable tenants, Mr. Samuel Wrinch, of White House, and Mr. Thomas Hicks, of the Dairy Farm, and the abundant crops forming objects of admiration to the neighbourhood, conclusive evidence of the encouraging terms upon which the farms are held. The buildings are all in excellent order, and the aggregate rental for the estates, exclusive of the manor, a little exceeds 600*l.* per annum.

May be viewed by application to Mr. Wrinch, at White House Farm, of whom particulars may be had fourteen days previous to the sale; also the White Hart, Manningtree; the inns at Thorpe and Walton; Red Lion, Colchester; of Mr. MABERLEY, Steward of the Manor, Colchester; at the Corn Market, Mark-lane; the Auction Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Valuable Leasehold Property in the Strand and Covent-garden, producing a net rental of about 500*l.* per annum.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Auction Mart, on Friday, August 16, at Twelve, in several lots: —Lot 1. The spacious and very substantial PREMISES, presenting an elegant modern architectural front, and erected for the special purposes of a public institution or banking-house, and commanding one of the most conspicuous situations in the Strand, the corner of Wellington-street north, in the occupation of Messrs. Dayley and Co. and other respectable yearly tenants, at a rent amounting together to about 400*l.* per annum. Also a very commodious dwelling-house and premises, adjoining the above, being No. 316 A, let on lease to the Farmers' Insurance Company, at a rent of 140*l.* per annum. Lot 2. An extensive dwelling-house and premises, No 343, Strand, the corner of Catherine-street, let on lease at 226*l.* per annum. Lot 3. A dwelling house and premises adjoining, No. 341, Strand, let on lease at 150*l.* per annum. Lot 4. A dwelling-house and premises, situate No. 23, King-street, Covent-garden, let on lease at 160*l.* per annum.

May be viewed by permission of the respective tenants, and particulars had twenty-one days previous to the sale, at the Auction Mart; and of Messrs SHUTTLEWORTH and SONS, 28, Poultry.

To Anglers and others.—Fishing Cottage at Hampton, with the Furniture, Sailing-boat, Punt, and Fishing-tackle.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, August 16, in one lot (unless previously disposed of by private contract), the LEASE, at a very low rent, of a FISHING COTTAGE, delightfully situate on the banks of the Thames, about 13 miles from London, in the rural village of Hampton. The premises are in excellent repair, and contain six bed-rooms, a dressing-room, dining and drawing-rooms, conservatory, domestic offices, lawn and parterres sloping to the river, chaise-house, stabling for three horses, and an ayot containing about half an acre. The appropriate Household Furniture, Boats, and Fishing-tackle will be included in the purchase, or may be taken at a valuation.

May be viewed with tickets only, which with particulars may be obtained of Messrs. SHUTTLEWORTH and SONS, 28, Poultry; particulars may also be obtained at the Toy, Hampton-court; the Swan, Thames Ditton; the Castle, Richmond; and at the Mart.

Chadwell, between Ilford and Romford.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, August 16, at twelve, a COPYHOLD ESTATE, called Heavy Waters, desirably situate, at Chadwell, in the parish of Barking, only nine miles from London, and three from the capital market town of Romford; comprising about 14 acres of most productive arable land, with a roomy cottage, converted into three tenements, a barn, stable, &c.; let to a most respectable tenant, under an agreement for a lease for 10 years unexpired, at a very low rent of 40*l.* per annum.

May be viewed with leave of the tenant. Particulars had of Mr. EYRE, solicitor, Bond-court, Walbrook; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Freehold Public-house, Limehouse.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, August 23, at Twelve, a FREEHOLD and very old-established PUBLIC-HOUSE, distinguished by the sign of the Barleymow, very eligibly situate in Fore-street, Limehouse; let on lease to Messrs. Taylor, Walkers, and Co. for a term, of which fifteen years were unexpired at Midsummer last, at a ground-rent of 17*l.* 8*s.* per annum.

May be viewed, with permission of the tenant, and particulars had, ten days previous to the sale, on the premises; of Mr. FIDDEY, Solicitor, 3, Paper-buildings, Temple; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Sales by Auction.

To Engineers, Snuff Manufacturers, Fixture-dealers, and others.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, on the Premises, lately occupied by Messrs. Lundy Foot and Co., Vine-street, Minories, on Wednesday, the 21st day of August (unless acceptable proposals to rent or purchase are previously accepted), the valuable PLANT and MACHINERY, in excellent working order and condition; comprising a capital 20-horse power condensing steam-engine, with fly-wheel 17 feet 6 inches diameter, waggon boiler, cutting-engine, with fly-wheel and shaft, 30-horse power, a Dutch cutting machine, four mortice and tobacco presses, with screws, boxes, wheels, and apparatus complete, a crushing mill with runners, seven mulls with upright shafts in wood frames, double and single purchase cranes, with wrought-iron jibs and long lengths of chain, a turning lathe, a stalk machine with knives, roll presses with wrought-iron and wood screws, drying pans, lifting pump and bearers, copper steam and flange pipes, cylinders, gas-fittings and burners, lead cisterns, coppers, stoves, scales and weights, cast-iron repositories, work-benches, liquoring troughs, house and office fixtures, and numerous miscellaneous effects.

May be viewed two days previous to the sale, when catalogues may be obtained on the premises, and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Small Leasehold Investments, Vauxhall, near the terminus of the South Western Railway.

MESSRS. SHUTTLEWORTH and SONS will SELL by AUCTION, at the Mart, on Friday, Aug. 23, at twelve, in four lots, by direction of the Administrator of Mrs. Ann Newsam, deceased, the following LEASEHOLD PROPERTY, held for various terms, at low ground-rents, viz.—Two Dwelling-houses, Nos. 3 and 4, Belmont-place, Vauxhall, No. 3, underlet for the whole term of the original lease, less seven days, at 36*l.* 10*s.* per annum; No. 4, late in the occupation of the deceased, and of the estimated value of 35*l.* per annum; a Dwelling-house, No. 4, Dernsary-place, near the preceding, let at 25*l.* per annum; and a ditto in Pilgrim-street, Kennington-lane, let at 20*l.* per annum.

May be viewed by leave of the tenants. Particulars had, ten days previous to the sale, of Mr. SEAMAN, Solicitor, 13, Pancras-lane, Cheapside; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Leasehold Estate and Ground-rent, Camberwell.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, August 16, at 12, in one lot, a LEASEHOLD ESTATE, comprising three brick-built Dwelling-houses and Gardens, situated Nos. 6, 7, & 8, George-street, Camberwell, in the occupation of respectable tenants, at rents producing 74*l.* per annum, and a ground-rent of 6*l.* 6*s.* per annum, secured upon a well-built dwelling-house, No. 5, George-street, and 4 cottages and gardens in the rear. Held on lease for a term of 30 years unexpired, at a low ground-rent.

Particulars may be had of Messrs. RIPPINGHAM and ROSE, Solicitors, 17, Great Prescot-street; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, No. 28, Poultry.

Periodical Sales of Reversions, Advowsons, Life Interests, Life Policies, Shares in Public Undertakings, &c., established in 1803.

MESSRS. SHUTTLEWORTH and SONS respectfully inform the public, that the classification of this species of property having proved to be extremely advantageous and economical to vendors, and equally satisfactory and convenient to purchasers, the PERIODICAL SALES of reversionary interests, policies of insurance, tontines, debentures, advowsons, next presentations, all securities dependent upon human life, shares in docks, canals, mines, railways, and all public undertakings, will be continued through the present year, 1844, as follow: —Friday, September 6; Friday, October 4; Friday, November 1; and Friday, December 6.

28, Poultry, January 1.

To be Sold.

FREEHOLD INVESTMENT.—To be SOLD, by Messrs. ALDER and SON, a FREEHOLD ESTATE, consisting of six villas, extensive gardens, &c. in a most delightful locality near London. Aggregate rents, 225*l.* Lowest price, 3,200*l.* included in which is a Piece of Building-ground, 240 ft. by 55 ft. 8 in. An eleven-roomed Villa also (belonging to the same proprietor) to be Let; large garden. Rent only 35*l.* per annum, with coach-house and stable if desired.

Apply at their Offices, 1, Welbeck-street, Cavendish-square, and 98, St. John's-wood-terrace, Regent's-park.

PARKER'S FARM, Warehorn and Orlestone, near Ashford, Kent.—For SALE by PRIVATE CONTRACT, a valuable Freehold Manor Farm, called "PARKER'S," in the parishes of Warehorn and Orlestone, near Ashford, in the county of Kent; comprising the Manor House, hop-oast, barns, stables, gardens, and about 164 acres of upland, arable, marsh, orchard, and wood land, with a few acres of hop-ground, the whole in a high state of cultivation, and the buildings in good repair; now, and for many years past, in the occupation of Mr. William Maylam, a highly respectable tenant. The estate is contiguous to the Royal Military Canal, and the turnpike road leading from Ashford to Romney, and seven miles from the Ashford station of the South-Eastern Railway. The tithes of the parish have been commuted and apportioned.

For particulars apply to Messrs. SNOWDEN and POLLOCK, Solicitors, Ramsgate (where a map of the estate may be seen); to Messrs. FURLEYS and MERCER, Solicitors, Ashford and Canterbury; or to Mr. JAMES STEVENS, Land Surveyor, Willesbro', near Ashford.

Ramsgate, July 29, 1844.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Gazette, July 26.

Dakeyne and *Co.* flax spinners, joint, 9½d.; sep. of W. 6s. 2d. Fraser, Manchester.—*Goodwin*, R. ironmonger, first, 2s. 3d. Groom, London.—*Johnson*, J. C. merchant, first, 2s. Pennell, London.—*Lubbock*, T. E. victualler, first, 7s. 8d. Follett, London.—*Murray* and *Co.* millwrights, first, 1s. 9d.; second, 20s. Bird, Liverpool.—*Nall*, J. grocer, first, 2s. Stanway, Manchester.—*Nicholson*, D. hatter, second, 9½d.; and 8s. 9½d. to new proofs. Turner, Liverpool. —*Norman*, T. sail cloth manufacturer, 5s. 1d. Bird, Liverpool.—*Orbell*, J. miller, first, 4d. Groom, London.—*Price*, J. scrivener, first, 1s. 10d. Acraman, Bristol.—*Wrigley*, T. silk waste spinner, first, 8s. Fraser, Manchester.

Insolvents' Estates.

Brabbins, I. victualler and bricklayer, Lichfield, 7s. 1d.—*Hinde*, T. merchant, Ellet, 3s. 4½d.—*Hulland*, J. ribbon manufacturer, Goldsmith-st. 2s. 8½d.—*Savill*, J. S. theatrical proprietor, Margate and Woolwich, 8d.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, July 26.

Edwards, J. gardener, Dolgelly, July 8. Trusts W Anwyl, ironmonger and grocer, and E. Jones, maltster and farmer, both of Dolgelly. Sol. Williams, Dolgelly.—*Herbert*, W. lace manufacturer, Basford, July 16. Trusts. J. Johnson, silk merchant, Southwell, and S. Burnwell, ribbon manufacturer, Coventry. Sol. Fox, Nottingham.—*Johnson*, T. flour dealer, Taddington, Derbyshire, June 6. Trusts. J. Durham, Worksop, and J. Blore, Youlgreave, millers. Sol. Mc'land, Chesterfield.—*Simpson*, T. B. grocer and miller, Melton Mowbray, July 9. Trusts. T. Mayfield, grocer, and W. Clark, auctioneer, both of Melton Mowbray. Sol. Latham, Melton Mowbray.

Gazette, July 30.

Brierley, R. spirit dealer, Liverpool, June 21 Trusts. W. Dixon, wine merchant, and J. G. Carter, distiller, both of Liverpool. Sol. Foster, Liverpool —*Davies*, M. wife of E. Davies, farmer, Llanarthney, Carmarthenshire (formerly M. Richards, widow), July 30, 1833. Trusts. R Richards, gent. Llanfinhangel Abercowin, Carmarthenshire, and T. Davies, gent.—*Farlow*, H. carman, Maiden-lane and Adelphi, July 22. Trust. C. Milligan, corn factor, Hungerford-market. Sols. Dods and Linklaters, St Martin's-lane.—*Lansdell*, J. land surveyor, Dorking, July 22. Trusts. J. King, grocer, and J. Bartlett, jun. veterinary surgeon, both of Dorking. Sol. Hart, Dorking.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, July 26.

ANDREW, THOMAS BENTLEY, tea dealer, Aston-under-Lyne, Lancashire, Aug. 6 and 27, at twelve, Manchester; Fraser, off. ass.; Gregory and Co. Bedford-row, and Ascroft, Oldham, sols. Date of fiat, July 18. J Parker, draper, Oldham, pet cr.

CRAVEN, GEORGE, jun and CRAVEN, HENRY, corn millers and maltsters, Wakefield, Yorkshire, and Rochdale, Lancashire, Aug. 8 and 29, at eleven, Leeds, Com. West; Fearne, off. ass.; Fiddey, Temple, Markland, Leeds, and Dunning and Strawman, Leeds, sols. Date of fiat, July 20. R. Markland, sen. and J. Scott, jun. corn factors, Leeds, pet. crs.

DAVIES, JOHN, and DAVIES, RICHARD, linendrapers, 70 and 71, Chiswell-st. St Luke's, Middlesex. Sept. 10, at twelve, Basinghall-st. Com. Evans; Bell, off. ass.; Goddard, Wood-st. sol. Date of fiat, July 25. P. Jackson and J. Watson, silk and ribbon warehousemen, 36, Wood-st. pet. crs.

DEACON, HENRY, coal merchant, 70, Waterloo-road, Surrey, Aug. 3, at two, Sept. 4, at twelve, Basinghall-st. Com Goulburn; Follett, off. ass.; Silvestre, Great Dover-st. sol. Date of fiat, July 24. G. Kirby, lodging housekeeper, 34, Surrey st. Strand, pet. cr.

M'DIVITT, MICHAEL, merchant and commission agent, Liverpool, Lancashire, Aug. 6 and Sept. 6, at half-past twelve, Liverpool, Com. Ludlow; Turner, off. ass.; Holme and Co. New-Inn, and Yates, jun. Liverpool, sols. Date of fiat, July 18. W. Winn, flax merchant, Liverpool, pet. cr.

MOORE, GEORGE, grocer, tailor, and draper, Middlesbrough, Yorkshire, Aug. 8 and 29, at eleven, Leeds, Com. West; Hope, off. ass.; Dixon, New Boswell-court, Myers, Middlesbrough, and Bond, Leeds, sols. Date of fiat, July 13, N. Stonehouse, miller, Marske, Yorkshire, pet. cr.

MUNRO, ISAAC, builder, 5, Princes-st. Leicester-square, and 21, Manchester-buildings, Westminster, Aug. 2, at half-past twelve, Sept. 6, at half-past one, Basinghall-st. Com. Fane; Whitmore, off. ass.; Ford, Bloomsbury-sq. sol. Date of fiat, July 25. A. Marshall, glass cutter, Broad-st, Bloomsbury, pet. cr.

WATSON, ADAM, MACKENZIE, GEORGE, and MACKENZIE, MURDOCK, ship brokers, Liverpool, Aug. 2 and 28, at twelve, Liverpool, Com. Ludlow; Bird, off. ass.; Gregory and Co. Bedford-row, and Watson, Liverpool, sols. Date of fiat, July 17. J. B. Amey and J. Catto, merchants, Liverpool, pet. crs.

WILLIAMS, SAMUEL FISHER, hosier and laceman, Liverpool, Aug. 6 and Sept. 6, at one, Liverpool, Com. Ludlow; Bird, off. ass.; Chester and Co. Staples-inn, and Tyrer, Liverpool, sols. Date of fiat, July 24. G. Sharp, J. Odell, and W. Jury, ribbon manufacturers, Coventry, pet. crs.

WILLIAMS, REES, dealer in butter, cheese, and bacon, St. Maryleport-st. Bristol, Aug. 9 and Sept. 6, at eleven, Bristol, Com. Stevenson; Miller, off. ass.; Messrs. Bevan, Bristol, sols. Date of fiat, July 16. G. Downing and W. Smith, merchants, Bristol, pet. crs.

Gazette, July 30.

BAIL, JONATHAN, cabinet maker and upholsterer, Salisbury, Aug. 5 and Sept. 10, at two, Basinghall-st. Com. Goulburn; Green, off. ass.; Kirk, Symond's-inn, sol. Date of fiat, July 27. J. Scott, upholsterer, Oxford-st. pet. cr.

BARLOW, JOHN, silk throwster and silkman, Congleton, Chester, Aug. 16, at eleven, Sept. 16, at two, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Hudson, Bucklersbury, sol. Date of fiat, July 20. F. and J. Pattison, merchants, Old Broad-st. pet. crs.

GRANTHAM, GEORGE, grocer, Manchester, Aug. 9 and 30, Manchester; Hobson, off. ass.; Johnson and Co. Temple, and Dearden, Manchester, sols. Date of fiat, July 25. J. Hunter, T. Binyon, and E. Binyon, tea dealers, Manchester, pet. crs.

JENKINS, JOHN, currier and leather seller, Crown-pl. Old Kent-rd. Surrey, Aug. 9, at half-past twelve, Sept. 11, at eleven, Basinghall-st. Com. Fane; Whitmore, off. ass.; Williams, Alfred-pl. Bedford-sq. sol. Date of fiat, July 29. R. and J. Lees, factors, Barge-yd. Bucklersbury and Wolverhampton, pet. crs.

MASON, SAMUEL MORRIS, maltster, Wigston Magna, Leicester, Aug. 8 and Sept. 12, at eleven, Birmingham, Com. Daniell; Whitmore, off. ass.; Gregory, Leicester, and Motteram and Giddy, Birmingham, sols. Date of fiat, July 19. W. Gregory, Leicester, attorney, pet. cr.

RODD, HORATIO, commission agent, Great Newport-st. Long-acre Middlesex, Aug. 8 and Sept. 10, at half-past one, Basinghall-st. Com. Fane; Alsager, off. ass.; Collins and Rigley, Crescent-pl. Bridge-st. sols. Date of fiat, July 24. E. A. Smith, gent. Brown's-bldgs. Kensington, pet. cr.

SMITH, JAMES, newspaper publisher, advertising and news agent, No. 32, Southampton-st. Strand, Aug. 9, at half-past twelve, Sept. 6, at two, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Maltby and Otter, Old Broad-st. sols. Date of fiat, July 26. M. A. Cathercole, clerk, Barking, and the Rev. E. Bosanquet, his partner, pet. crs.

PARTNERSHIPS DISSOLVED.

Gazette, July 23.

Allhusen, C. and *Bleech*, H. F. merchants, Sunderland, July 19. Debts paid by Allhusen.—*Barker*, J. and *Threlfall*, E. commission agents, Manchester, Sept. 30.—*Blunden*, J. and *Padwick*, H. chemists, Portsmouth, July 13. Debts paid by W. Padwick.—*Clare*, J. and *Sowden*, J. cotton spinners, Warrington, June 7. Debts paid by G. Crossfield, soap manufacturer, Warrington.—*Dews*, J. *Harrison*, E. S. and *Bradford*, W bedding manufacturers, Blackman-st. Southwark, June 24 Debts paid by Bradford.—*Field* M. and C. A. milliners Brixton-place, Lambeth, July 18.—*Foster* R. C. and W C and *Evans* E B. attorneys, John-st. Bedford-row, July 19 —*Glasgow*, D. and *Dennis*, M. soda-water manufacturers, Birmingham July 6.—*Hall*, L. (deceased), R. and H. manufacturers of linen and cotton goods, Manchester, Wigan, Openshaw, and Tydeswall, July 20. Debts paid by R. Hall.—*Lord*, Z. and *Birt*, D. plumbers, Henley-in-Arden, July 19. Debts paid by Lord —*Lund*, W. and *Woller*, S. manufacturers of stuff goods, Keighley, July 1.—*Perry*, W. and *Watson*, J. commission agents, Addle-st. July 17.—*Powles*, J. R. and *Elliott*, G. Manchester, and *Elliott*, A. and G. Glasgow, so far as regards Powles, June 15.—*Radford*, G. and *Johnson*, B. builders, Alfreton and Pentridge, Derbyshire, May 6 —*Rigby*, P., M., and T. rope manufacturers and coal dealers, Freckleton, Lancashire, so far as regards P. Rigby, June 30.—*Simpson*, D. and C. L. tailors, Finch-lane, July 2.—*Swift*, C. and *Welch*, S. jun. provision dealers, Netherfield, Westmorland, July 18. Debts paid by Swift.

Gazette, July 26.

Blacklock, T. and *Chinn*, A. tea dealers, Manchester, July 22.—*Cope*, J. and *Reed*, L. E. schoolmistresses, Everton, July 18. Debts paid by Reed.—*De Laubenque*, L. H. P. M. G. and *Macfarlane*, J. Castries, in the island of Saint Lucia, July 27. Debts paid by W. A. Macfarlane.—*Dixon*, H. J. and J. carpet manufacturers, Aldermanbury and Kidderminster, Nov. 10, 1842.—*Fearnley*, J. and J. corn millers, Dewsbury, July 22.—*Garland*, E. and J. H. farmers, Great Canford, Dorsetshire, July 23. —*Gibbs*, F. F. and *Suter*, W. H. ship brokers, Liverpool, May 21. Debts paid by Gibbs.—*Gray*, W. and *Bass*, J. brickmakers, Toddington, May 25.—*Kenworthy*, G. and *Gibson*, H. merchants, Pernambuco, April 1, 1843.—*Leach*, J. and *Wardleworth* R. cigar dealers, Manchester, July 24. Debts paid by Wardleworth.—*Lewis*, T. and *Perry*, W. A. tailors, Birmingham, July 2. Debts paid by Lewis.—*Mann*, R. K. and *Owston*, W. wine merchants, Hull, July 24. Debts paid by Mann.—*Morgan*, W. and *Brown*, H. R. attorneys, Bridgend, Glamorganshire, July 13. Debts paid by Morgan.—*Sibsey*, W. and *Towell*, W. coal merchants, Boston, June 15.—*Turner*, M. and *Firth*, B. cotton warp makers, Bridghouse, July 1. Debts paid by Firth.—*Warburton*, R. and M. bakers, Liverpool, July 22.—*West*, J. *Whittaker*, J. and *Ainsworth*, T. cotton manufacturers, Spring-side, near Rawtenstall, July 16. Debts paid by T. Hargreaves, cotton manufacturer, Haslingden.—*Williams*, T. M. and *Stockall*, J. T. naturalists, Great Titchfield-st. July 24.—*Young*, A. D. and *Thompson*, W. wholesale tea dealers, Howford-buildings, Fenchurch-st. Feb. 12.—*Young*, A D. *Ridge*, W. jun. and *Thompson*, W. wholesale tea dealers, Howford-buildings, so far as regards Thompson, July 23.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, July 23.

Battes, J. jun. upholsterer, Jamaica-ter. Commercial-road East.—*Dutton*, J. potter, Birkenhead.—*Godwin*, E. butcher, Portsmouth.—*Gregory*, J. law stationer, Cook's-court, Lincoln's-inn.—*Griffin*, J. miller, Bromsgrove.—*Haigh*, W. plasterer, Halifax.—*Hall*, T. butcher, Great Ashby.—*Higgitt*, R. hatter, Rugeley.—*Hutchison*, A. widow, St. George's-ter. Kennington-st.—*Lee*, W. clothier, Batley.—*Littler*, G. gentleman's servant, Euston-sq.—*Livesey*, G. out of business, Chorley.—*May*, T. out of business, Tunbridge-wells.—*Neame*, J. A. commission agent, Clarence-place, Milton.—*O'Bryan*, D. joiner, Blackburn.—*Pim*, J. carpenter, White Hart-place, Kennington-cross —*Prichard*, M. W. agent, Llanllechid, Carmarthenshire.—*Rimmer*, R. butcher, Liverpool.—*Scarlett*, J. labourer, High-st. Poplar. —*Spencer*, H. blacksmith, Kilnwick, Yorkshire.—*Tiffin*, J. butcher, Peldon, Essex.—*Walker*, J. clothier, Leeds.—*Whitlow*, C. laceman, Salford.—*Wilcock*, D. cloth weaver, Batley.

Gazette, July 26.

Alger, T. J. coach maker, George-st. Mile-end New-town. —*Barraclough*, J. wool sorter, Rochdale.—*Burton*, J. publican, Sheffield.—*Butler*, G. carpenter, Witham.—*Cambridge*, M. A. spinster, Oxford-st.—*Crow*, J. H. barman, Margate.—*Didcote*, W. boot maker, Cheltenham.—*Elliott*, R. cabinet maker, Cheltenham.—*Farnell*, J. cotton warp dealer, Bradford.—*Golland*, W. pork butcher, Norton.—*Gray*, W. farmer, Romford.—*Hall*, T. butcher, Great Ashby. —*Holden*, E. J. plumber, Green-st. Stepney.—*Johnson*, E. miner, Wolverhampton.—*Jones*, J. tailor, Bath.—*Morris*, J. draper, Whalley.—*Roalfe*, G. beer retailer, Bishopsbourne. —*Robinson*, J. clerk, Gloucester-pl. New-rd.—*Robotham*, T. J. chemist, Burslem.—*Sadler*, S. cheesemonger, Frederic-st Regent's-park.—*Sier*, W. clerk to a carrier, St. John-st.—*Smith*, J butcher, Astbury.—*Taylor*, D. stone mason, Bradford.—*Ward*, G. W. victualler, Melton.—*Wood*, W. H. coach builder, Margate.

From the Gazette of Friday, August 2.

Bankrupts.

Willis, J. fruiterer, Spring-st. Portman-square.—*Bond*, C. leather seller, March, Cambridge.—*Treager*, A. and *Lewis*, T. C. music sellers, Cheapside.—*Walker*, E. auctioneer, Newman-st. Oxford-st.—*Bright*, B. licensed victualler, Wigmore-st. St. Marylebone.—*Heron*, E. ship owner, South Blyth, Northumberland. — *Heron*, J. ship owner, South Blyth, Northumberland. — *Andrew*, J. banker, Maryport, Cumberland.—*Wyrill*, W. ironmonger, Bradford, Yorkshire. —*May*, W. commission agent, Liverpool.—*Kemp*, T. and *Davies*, R. builders, Aston, Warwickshire.

JOURNAL OF PROPERTY.

THE following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.
For every succeeding 30 words . 1s.

THE MONEY MARKET.

The Stock Market looks flat again to-day, and the price of Consols has declined again about ⅛ per cent. Consols for Money are 99¾ ⅞, and for time 99⅞ ⅝. The commissioners have purchased 10,000*l.* at 99⅝. Exchequer Bills are quiet at 78s. premium, and India Bonds at 97s. prem. Bank Stock is worth 199¾ to 200½. The New Three-and-a-Half per Cents. are 102 to 101¾; the Reduced, 102⅞ to 103; and the Three per Cents. par to 100¼.

The Foreign investments have been without any buoyancy. Spanish Five per Cents. realize 22⅝ to ¾; Mexican, 36⅝ to 36; Colombian, 14⅛ to 13¾; and Brazilian, New, 82. Austrian Bonds are firm at 116; and Dutch Two-and-a-Half per Cents., 61¾ to ⅝.

The market for Railway Shares has been well supported again, and there is a good business doing.

Public Sales.

By Mr. GEORGE ROBINS, at the Mart.

A very important freehold property in the county of Warwick, comprising the Nuneaton and Attleborough estates. It comprehends four superior farms, extending to 1,205 acres of land (greater part exempt from tithe); also the moiety of the manors of Nuneaton and Attleborough, and the stone quarry, with the royalties connected therewith and the valuable minerals. The net annual rental is 2,350*l.* The property was divided into eight lots.

The first lot comprises four freehold farms, containing in the whole 1,025a. 3r. 25p. producing a clear annual rental of 1,718*l.* 12s. 8d. withdrawn at 51,000 guineas.

Two pieces of meadow land, containing 9a. 22p.—1,050 guineas.

The public-house called the Double Plough; also a cottage and garden, and 7a. 1r. 37p. of land—withdrawn at 1,200 guineas.

44a. 3r. 17p. of arable, meadow, garden land, and road—withdrawn at 5,000 guineas.

The Rough Mead Coppice, containing 6a. 18p. and three pieces of pasture land, containing 10a. 2r. 27p., together with 16a. 3r. 5p.; also two pieces of pasture and meadow land, containing 17a. 1r. 15p.; total quantity, 34a. 20p.—withdrawn at 1,700 guineas.

A dwelling-house, also a cottage and garden, a stone quarry, and six pieces of pasture and arable land, containing in the whole 52a. 3p.; annual rent, 268*l.* 7s. 6d.—withdrawn at 7,600 guineas.

A piece of meadow land, called Copper Mine Close, lying near to the Nuneaton and Hortshill-road; containing 5a. 1r. 34p.—350 gs.

25a. 3r. 35p. of land; also the coal and other minerals under, withdrawn at 6,500 gs.

A freehold farm of 61 acres, situate near Aylesbury, Bucks, with farm residence; let at 125*l.* a year—300 gs.

The freehold manorial estate, known as Thickthorn House, with lawn and pleasure ground; also a small farm; the domain extends to 52 acres—11,000 gs.

A freehold mercantile residence and premises, at St. Neots, Huntingdonshire—5,000 gs.

By Mr. HAMMOND.

A freehold ground-rent of 5*l.* per annum, with reversion, secured by a residence situate No. 4, on Mount Vernon, Hampstead; let for 12½ years—140*l.*

A ditto of 6*l.* 6s. per annum, with reversion, arising from No. 13, Holloway-place, Islington; also a ditto, of 5*l.* 19s. per annum, arising from No. 12—340*l.*

A copyhold residence and plot of garden ground, situate at Hollybush-hill, Hampstead; present annual rental 54*l.*—225*l.*

Three copyhold cottages, situate at Hollybush-hill; annual rental, 44l. 2s.—360l.

A copyhold residence, with garden, near the above—380l.

A ditto—380l.

Four copyhold houses, with gardens, stabling, &c. situate at Back-hill, Hampstead—755l.

Three copyhold houses, in Flask-walk, Hampstead; annual rental. 39l. 4s.—335l.

A copyhold house, No. 16, New-end, Hampstead - 230l.

A copyhold house, with coach-house, stabling, lofts, and carriage-yard, situate at Back-hill, Hampstead—285l.

A copyhold residence, with extensive business premises, in High-street, Hampstead—700l.

A family residence, No. 16, York-street, Portman-square; held for an unexpired term of 60 years, at a ground-rent of 23l. per annum —430l.

A ditto, No. 20; held for the same term at 27l. per annum—475l.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTHS.

Babington.—On the 25th ult at 31, George-street, Hanover-square, the lady of Benjamin Babington, esq. of Lincoln's-inn, barrister-at-law, of still-born twin sons.

Christie.—On the 28th ult. at Hayes, Middlesex, the lady of W. D. Christie, esq. M.P. of a daughter.

Merivale.—On the 27th ult. at Barton-place, near Exeter, Mrs. Herman Merivale, of a daughter.

Pollock.—On the 26th ult at 13, Bernard-street, Russell-square, the lady of R. Pollock, esq. of a daughter, still-born.

Whitaker.—On the 21th ult. the wife of Edward Whitaker, esq. of Lincoln's-inn-fields, of a daughter.

MARRIAGES.

Burridge, Rev. Edward, of Sidmouth, Devon, son of the Rev. William Burridge, of Bradford, Somerset, to Isaline youngest daughter of Vickris Pryor, esq. of Baldock, Herts, on the 27th ult. at Wandsworth.

Crooke, Edward Gylles, esq. son of the late John Crooke, esq of Finchley, barrister, to Eliza Victoria, fourth daughter of A. C. Rea, esq. R.M. of Blackheath-park, Kent, on the 25th ult. at Charlton.

Garland, John, esq. of Dorchester, solicitor, to Miss Mary White, on the 31st ult. at St. Mary Abbott's Church, Kensington.

Marsh, Matthew Henry, eldest son of the late Canon Marsh, Chancellor of Salisbury, to Eliza Mary Anne, eldest daughter of Mr. Serjeant Merewether, of Castlefield, Wilts, on the 25th ult at Calne.

Marshall, William, esq. solicitor, of Ely, Cambridgeshire to Phœbe Andrews, youngest daughter of the late Mr. Edward Cropley, of Witchford, in the same county on Thursday, the 1st inst. at the church of the Holy Trinity, Gray's-Inn-road.

Stansfeld, James, jun of the Inner Temple, esq to Caroline, second daughter of W. H. Ashurst, of Muswell-hill, esq. on the 27th ult.

Sugden, Henry, esq the second surviving son of the Right Hon. the Lord Chancellor of Ireland, to Marianne, the only surviving daughter of the late Col. Cookson, of Neasham Hall, Durham, on the 1st inst. at Trinity Church, Marylebone.

DEATHS.

Barrett, Charles, esq. solicitor, Manchester. on the 27th ult. aged 72.

Plunkett, William, esq. barrister-at-law, eldest son of the late William Plunkett, esq. Deputy Chairman of the Board of Excise, on Sunday, the 28th ult. aged 37.

Harrison, Emily, second daughter of ... H. Harrison, esq. of the Inner Temple, on the 27th ult. at Clevedon, Somerset.

Insurance Companies.

LONDON REVERSIONARY INTEREST SOCIETY, 4, New Bank-buildings, and 10, Pall-mall East. Established in 1836, for the purchase of Reversionary Property, Policies of Insurance, Life Interests, Annuities, &c.

Capital, £400,000, in 8,000 Shares, of £50 each.

DIRECTORS.

Sir Peter Laurie, Alderman, Chairman.
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No. XIV. for August 1st, contains—

ADVERTISEMENTS.
ADDRESS &c.
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George Selwyn and his Contemporaries.
Thomas Haynes Bayly
VOYAGES AND TRAVELS—
Travels in Egypt and Nubia.
SCIENCE—
Talk on the Nature and Treatment of Disease
FICTION—
History of Reynard the Fox.
POETRY AND THE DRAMA—
Pictures from Dante.
Theresa, or, the Maid of the Tyrol.
False Honour
Southey's Poetical Works.
EDUCATION—
The Governess
PERIODICALS—
The Zoist
UNPUBLISHED MANUSCRIPTS—
Memoranda of a Continental Tour.
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This day is published, price 2s.

OUTLINES of a PLAN for adapting the Machinery of the Public Funds to the Transfer of Real Property, respectfully inscribed to the President and Council of the Society for Promoting the Amendment of the Law,

By ROBERT WILSON.
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Tavistock-square. —Superior Furniture, manufactured by first-rate upholsterers, noble Glasses, elegant Pier and Console Tables, Bronze and Alabaster Ornaments, Ormoulu Clock, Chandeliers and Lamps, valuable Plate, Plated Articles, China, Glass, choice collection of modern Paintings, Library of Books, Wines, and numerous effects.

MESSRS. MUSGROVE and GADSDEN have received instructions from the Assignees of Mr. Jacob Montefiore to SELL by AUCTION, on the premises, 24, Tavistock-square, on Tuesday, August 6 and following day, at 11, the whole of the excellent FURNITURE, selected with great taste and including four-post and other bedsteads, feather beds and bedding, winged and single wardrobes, chests of drawers, dressing-stands with mahogany and marble tops, glasses, a drawing-room suite in zebra wood and green damask, set of patent dining-tables, sideboard, handsome chairs, library bookcases, also a small library of books, choice collection of modern paintings and prints, together with a complete assortment of all the usual appendages, domestic requirements, &c.

To be viewed one day previous and morning of sale. Catalogues (6d. each) had on the premises; of Mr. T. FOLLETT, official assignee, 1, Sambrook-court, Basinghall-street; of W. H. ASHURST, Esq., solicitor, 137, Cheapside; and at Messrs. MUSGROVE and GADSDEN'S offices, 18, Old Broad-street.

Valuable Plant, Machinery, Utensils in Trade of the Soap Manufactory in Church-street, Shoreditch; late in the occupation of Mr. R. L. Sturtevant, a bankrupt.

MESSRS. MUSGROVE and GADSDEN have received instructions from the Assignees to SELL by AUCTION, on the Premises, Clay-corner, Turville-street, Shoreditch, on Monday, August 12, at 12, the whole of the valuable PLANT; comprising the brick and iron erections of large soap pans, coppers of 15, 7, 6, and 4 tons each, with furnaces and steam apparatus, the wooden platform and staging, a horizontal steam-engine of five-horse power, a 22 feet by 4 feet diameter cylinder boiler with a patent furnace, large iron and other tanks, pumps, supply pipes, sink, store and lees vats, wrought iron, slate, and wooden soap frames, capital four feet six inch beam, chains, planks and weights, and the general assemblage of utensils for a soap manufactory; also the office fixtures and fittings, including mahogany and other desks, partitions, eight day clock, the complete fittings of a wrought iron repository, inclosed by a pair of folding doors, six feet two inches by three feet four inches, and miscellaneous items; the capital stock, brickwork of coppers, flues, and shafts, and sundry materials.

To be viewed one day previously and on the morning of sale. Catalogues had on the premises; of Mr. ALSAGER, official assignee, Birchin-lane; and at Messrs. MUSGROVE and GADSDEN'S offices, 18, Old Broad street.

A Service of elegant modern Plate, Plated Articles, and Two Plate Chests.

MESSRS. MUSGROVE and GADSDEN have received instructions from the Executors of the late General Murray, to SELL by AUCTION, at the Mart, on Wednesday, August 14, at 1, a handsome PRESENTATION SERVICE of modern PLATE, of about 800 ounces, comprising a centre supported by a beautifully modelled group of three figures, soup and sauce tureens; side dishes and covers, waiters, bottle stands, cruet frames, &c.; also a set of plated dishes and covers with chased silver edges, two ice pails, a fish drain, and two oak plate chests: the whole perfectly new.

To be viewed one day previously, and on the morning of sale. Catalogues had at the Mart; and at Messrs. MUSGROVE and GADSDEN'S offices, 18, Old Broad-street.

Stapleford Abbott and Chigwell, Essex:—Freehold and Copyhold Estates.

MESSRS. MUSGROVE and GADSDEN have received instructions from the Executors of the late Mr. Carter to SELL by AUCTION, at the Mart, on Wednesday, August 14, at 12, in lots, a FREEHOLD PROPERTY; consisting of a farm-house, agricultural buildings, and four inclosures of excellent meadow land, containing about 14 acres, situate near Bourne-bridge, in the parish of Stapleford Abbott, about four miles from Romford. Also Five Copyhold Cottages with gardens contiguous, and an allotment of about one acre on Stapleford-common. The whole let to Mr. Henry Ruddy at a rent of 50*l*. per annum, and possesses extensive common rights in Hainault Forest. A Copyhold Arable Field, on the east side of Vicarage-lane, nearly opposite the rectory at Chigwell, containing two acres; let to Mr. Brooker, yearly tenant, at a rent of 10*l*. per annum.

To be viewed till the sale. Full particulars had at the King's Head, Chigwell: White Hart, Romford; of Messrs. BROWN, MARTIN, and THOMAS, solicitors, Commercial-chambers, Mincing-lane; at the Mart; and at Messrs. MUSGROVE and GADSDEN'S offices, 18, Old Broad-street.

Sales by Auction.

Freehold Houses in the city of London.

MESSRS. MUSGROVE and GADSDEN are instructed by the Executors of the late Mr. Carter to SELL by AUCTION, at the Mart, on Wednesday, August 14, at 12, in two lots, a FREEHOLD RENTAL of 40*l*. per annum, arising out of two houses and shops, 68 and 69, Milton street, Fore-street, Cripplegate, and a house at the rear thereof, let on lease for 61 years; also two Freehold Houses and appurtenances, being 13 and 14, Lancaster-place, near the church, Haydon-square, Minories, let to old tenants at rents amounting to 30*l*. per annum.

To be viewed. Printed particulars on the premises; at the Mart; of Messrs. BROWN, MARTIN, and THOMAS, solicitors, Commercial Sale-rooms, Mincing-lane; and at Messrs. MUSGROVE and GADSDEN'S offices, 18, Old Broad-street.

A Freehold House —Walbrook, City.

MESSRS. MUSGROVE and GADSDEN have received instructions to SELL by AUCTION, at the Mart, on Wednesday, August 14, at 12 o'clock, a FREEHOLD HOUSE and APPURTENANCES, being No. 9, Bond-court, Walbrook, containing accommodation for a respectable family, with good cellarage and convenient domestic arrangements. It is let to Mr. Mark Hawkins at a very low rent of 32*l*. 10s. per annum, and underlet by him to the present tenant.

Printed particulars may be obtained of Messrs. VENNING, NAYLOR, and ROBINS, solicitors, Tokenhouse-yard; at the Mart; and at Messrs. MUSGROVE and GADSDEN'S offices, 18, Old Broad-street.

An important Rent Charge in lieu of Tithe, amounting to upwards of 1,800*l* per annum, in the county of Hants, an undeniably secure Investment, being a first charge upon the lands of a whole parish, recoverable by power of distress, and taking precedence of rent or any other demand whatever.

MESSRS. MUSGROVE and GADSDEN have received instructions to SELL by AUCTION, at the Mart, London, on Wednesday August 28, at Twelve, a highly valuable and important PROPERTY, being the glebe and rent charge of the parish of Whitchurch, including the apportionment under the award of the Tithe Commissioners over about 6,000 acres of land, an excellent farm, homestead, and 157 acres of glebe, and a good family residence, with offices, and ten acres of meadow. The whole producing upwards of 1,800*l*. per annum, receivable at the annual audit without any trouble in unusually large amounts, from an exceedingly limited number of highly respectable individuals. The attention of capitalists, particularly of those desirous of taking advantage of the present unprecedented high price of the funds, is invited to this first class investment, which is of a character rarely submitted to public competition. The property is held on three lives, and is renewable according to custom upon the payment of a fine of about two years' value.

The residence and farm may be viewed by cards only, which with descriptive particulars, may be had at Messrs. MUSGROVE and GADSDEN'S offices, 18, Old Broad-street; particulars may be also obtained of Messrs. COLE, LAMB, and BROOKS, solicitors, Basingstoke and Odiham; at the Inns in the neighbourhood, and at the Mart, London.

A Freehold Rent Charge, in lieu of Tithes, of nearly 300*l*. per annum, an undeniably secure Investment, being a first charge upon the lands in the parish of Walton, in Essex, recoverable by distress, and taking precedence of rent or any other demand whatever.

MESSRS. MUSGROVE and GADSDEN have the honour to announce that they have received instructions from the Directors of the Hope Assurance Company to SELL by AUCTION, at the Mart, London, on Wednesday, August 28, at 12, a valuable FREEHOLD PROPERTY, comprising the rent-charge in lieu of tithe of the parish of Walton, as apportioned by the Tithe Commissioners, and amounting to nearly 300*l*. per annum, affording an exceedingly desirable investment, as the collection is very easily made from a small number of respectable payers. This eligible landed security partakes of the same character, and is entitled to the same estimate, as that described in the preceding advertisement.

Printed particulars may be obtained at the Hotel, Walton; at the Cups, Colchester; of Messrs. WILDE, REES, HUMPHREY, and WILDE, solicitors, College-hill; at the Mart; and at Messrs. MUSGROVE and GADSDEN'S offices, 18, Old Broad-street.

Thorpe, in the county of Essex.—A Freehold Estate, consisting of the Landermere Wharf or Quay, with extensive Granaries and Buildings, a Residence, the King's Head Public-house, Nine Cottages, Three small Inclosures of Meadow, and about 50 Acres of Oozy Ground or Saltings.

MESSRS. MUSGROVE and GADSDEN have the honour to announce that they have received instructions from the Directors of the Hope Assurance Company to SELL by AUCTION, at the Mart, on Wednesday, August 28, at 12, a FREEHOLD PROPERTY, situate in the parish of Thorpe, in the county of Essex, about nine miles from Colchester, consisting of the Landermere Wharf or Quay, on the Handfleet Waters, capable of receiving vessels of 80 tons, extensive Granaries, Sheds, Kilns, Maltings, Warehouses, and every convenience for the prosecution of a large trade; also a Residence and Garden, the King's Head Public-house, with spacious accommodation; Nine Cottages, Three Inclosures from the waste, together with about 50 acres of Saltings. The whole let upon lease to Messrs. Kimber and Goss, assigned to Messrs. Osborne and Nicholls, and now in the occupation of Mr. Pearson and other under-tenants, for a term which will expire at Lady-day, 1846, at the very inadequate rental of 100*l*. per annum.

To be viewed by application on the premises, where printed particulars may be had: particulars also at the Hotel, Walton; Cups, Colchester; of Messrs. WILDE, REES, HUMPHREY, and WILDE, solicitors, College-hill; at the Mart; and at Messrs. MUSGROVE and GADSDEN'S offices, 18, Old Broad-street.

Sales by Auction.

St. George's East, adjoining the Church.—Long Leasehold Estate, let at 112*l.* 10*s.* per Annum, held at a ground-rent of 6*l.* 6*s.*, Land-tax redeemed.

MESSRS. ELLIS and SON have received instructions to SELL by AUCTION, at Garraway's, on Tuesday, August 6, at Twelve, a desirable LEASEHOLD ESTATE, situate in Cannon-street-road, in the parish of St. George's-in-the-East, adjoining the church; consisting of a dwelling-house and premises, 5, St. George's-place, and extensive premises in the rear, with entrance by gateway, comprising two dwelling-houses, coach-house and stabling, an excellent shop, with shed, yard, and garden, a spacious school-room, and buildings; the whole let to highly respectable yearly tenants, and a part on lease for 40 years from Midsummer last.

To be viewed by permission of the tenants ten days prior to the sale, when printed particulars may be had of TIMOTHY TYRRELL, Esq. Solicitor, Guildhall; at Garraway's; and of Messrs. ELLIS and SON, Auctioneers, &c., 36, Fenchurch-street.

CHINGFORD, near FRIDAY-HILL, ESSEX.

MESSRS. ELLIS and SON are directed to SELL by AUCTION, at Garraway's, on Tuesday, August 6, at Twelve (if not previously disposed of by Private Contract) a most elegible FREEHOLD PROPERTY, desirably situate near Friday-hill, in the parish of Chingford, in the county of Essex; consisting of seven neat freehold cottages, in excellent repair, with gardens and forecourts, having an unlimited right of commonage on the best part of Epping Forest; the whole now let to good tenants. Also about seven acres of valuable freehold land adjoining the above, admirably adapted for building, having an extensive frontage to the high-road, and abounding with excellent brick earth. Also about two acres and a half of freehold land of a superior quality, situate at Chingford Naze.

To be viewed. Printed particulars had ten days prior to the sale of Messrs. MABERLY and SON, Solicitors, King's-road, Bedford-row; at the Eagle, Snaresbrook; at the White Hart, Woodford; at Garraway's; and of Messrs. ELLIS and SON, Auctioneers, &c. 36, Fenchurch-street.

Valuable Freehold Property, in the town of Romford.

MESSRS. WINSTANLEY have received directions from the Trustee for Sale of the Estates of the late Thomas Parnwell, Esq. to SELL by AUCTION, at the Mart, on Wednesday, August 14, in two lots, the following desirable FREEHOLD PROPERTY, for investment, viz.—Lot 1. The Coach and Bell Inn, situate in the centre of the excellent market-town of Romford, possessing an extensive frontage to the High-street, with stabling for 30 horses, good yard, and every convenience for carrying on a lucrative business; let on lease for 21 years, at the very low rent of 80*l.* per annum. Lot 2. A Messuage, with spacious shop, outbuildings, and garden, commandingly situate, adjoining the White Hart Inn, Romford, in the occupation of Mr. Scruby, at 35*l.* per annum. To be viewed by permission of the respective tenants.

Printed particulars may be obtained at the principal inns at Romford; the Red Lion, Whitechapel; the Ram, Smithfield; of Messrs. HOLME, LOFTUS, and YOUNG, Solicitors, New-Inn, Strand; at the place of sale; and of Messrs. WINSTANLEY, Paternoster-row.

In Staffordshire, on the borders of Derbyshire.—Valuable Freehold Estate, consisting of upwards of 835 acres, principally dairy land, with convenient Farm-houses and Agricultural Buildings, Quarry of excellent Limestone, Limekiln, &c.

MESSRS. WINSTANLEY have received directions from the surviving Trustee under the will of Brian Hodgson, Esq. deceased, to SELL by AUCTION, at the Green Man, Ashbourn, in the county of Derby, in October, in lots, a valuable and most desirable FREEHOLD PROPERTY, intersected by the high road between Derby and Manchester, and divided into several compact farms, bounded by a stream of water, and skirted by fine thriving woods, with suitable farm-houses and agricultural buildings, situate in the township of Swinscoe and parishes of Blore and Mayfield, in the county of Stafford, about four miles from Ashbourn, ten from Leek, sixteen from Derby, and contiguous to the demesnes of the Earl of Shrewsbury and H. F. Okeover, Esq. and in a country abounding with game. It comprises about 804 acres of excellent old dairy, pasture, and arable land, let to respectable tenants at moderate rents, together with 31 acres of wood and plantation, a quarry of excellent limestone, limekiln, &c. in hand.

Due notice of the day of sale will be given in this and other papers, and printed particulars will be ready 28 days before the day fixed, when they may be obtained of THOMAS [illegible], Esq., Solicitor, Rickmansworth, Herts; of [illegible]WELL, [illegible], Liverpool; of Messrs. WINSTANLEY, Paternoster-row, London; at the place of sale; and at the principal inns at Ashbourn, Leek, Stafford, Macclesfield, Derby, Birmingham, Manchester, and Liverpool.

In the county of Chester, within a few miles of the city, and in the county of Denbigh.—Important Freehold Landed Estates.

MESSRS. WINSTANLEY are instructed to inform the public that the Sale by Auction of the Freehold Estates in Cheshire and Denbighshire, advertised in November last, was withdrawn in order to effect a sale by private contract, and that having sold the Thurstaston, Pensby, Thornton, Picton, Farndon, and Bradley Estates, the remaining portion, viz. the HAPSFORD and ELTON FARMS, and the Chidlow Farm, in the county of Chester, and the Burtonthall Farms, in the county of Denbigh, comprising together 1,340 acres, will be SOLD by AUCTION, by Messrs. Winstanley, during the present year, unless shortly disposed of by private contract.

Applications for further particulars may be made to Messrs. ROBINSON and OUVRY, Solicitors, Tokenhouse-yard, London; or to Messrs. WINSTANLEY, Paternoster-row, London.

Sales by Auction.

Freeholds at Brixton, producing 130*l.* per Annum.

MESSRS. WINSTANLEY are instructed to SELL by AUCTION, at the Mart, on Wednesday, the 14th of August, in lots, a desirable FREEHOLD PROPERTY, suited for small capitalists, and giving votes for the county of Surrey; consisting of three convenient brick-built cottages, with gardens, numbered 1, 2 and 3, Park-hill Cottages, opposite Brixton-place, in the Brixton-road; let to highly respectable yearly tenants, who have occupied them for several years, at low rents. Also two newly-built Cottages, in Nursery-road, Park-grove; one let at 25*l.* per annum, and the other in hand.

To be viewed by permission of the tenants. Printed particulars may be had of Messrs. ROBINSON and OUVRY, Solicitors, Tokenhouse-yard; at the Black Horse, Brixton-road; the Horns, Kennington; the place of sale; and of Messrs. WINSTANLEY, Paternoster-row.

In Herefordshire, on the borders of Worcestershire, between Hereford, Worcester, and Leominster.—Valuable Freehold Estates, principally Tithe-free, and Land-tax redeemed, comprising 1,100 acres of Arable, Pasture, Orchard, and Hop Land, together with a rent-charge in lieu of Tithes, commuted at 420*l.* per annum.

MESSRS. WINSTANLEY are instructed to offer for SALE by AUCTION, on Tuesday, 27th August, at the Auction Mart, London, in two lots, the following desirable FREEHOLD ESTATES, viz.—Lot 1. The Grendon Court Estate, formerly the residence of the Conyngesby family, consisting of the Grendon, Durnstone, and Lower Egdon Farms, lying exceedingly compact, and comprising 918 acres, tithe free, and land-tax redeemed, with convenient farmhouses and agricultural buildings, situate in the parishes of Grendon and Pencombe, in the county of Hereford, about four miles from the market-town of Bromyard, 10 from Leominster, and nearly half-way between Worcester and Hereford, and a convenient distance from Malvern and Tenbury Spa, in the occupation of respectable tenants, at low rents. Lot 2. The Upper Venn Estate, situate in the parish of Avenbury, two miles from Bromyard and 12 from Worcester, consisting of 179 acres of good arable, pasture, orchard, and hop land, with a suitable farm-house and homestead, let to Mr. James Edwards. The commuted rent-charge in lieu of tithes of the parish of Avenbury of 420*l.* per annum, and sixty acres of glebe land, with cottage, &c.; and 35 acres in the parish of Stanford Bishop, also in the occupation of Mr. James Edwards, the latter, with the exception of about one acre (which is freehold) being copyhold of inheritance of the manor of Froome Bishop. The above farms have the advantage of being intersected with running streams, which at a small expense, might be used for irrigation. The several farms can be viewed on application to the tenants.

Printed particulars, with plans, may be obtained at the principal inns at Bromyard, Worcester, Leominster, Hereford, Liverpool, Manchester, and Birmingham; of THOMAS BARNEBY, Esq. Solicitor, Worcester; and in London of Messrs. WHITMORE, ROUMIEU, and WALTERS, Solicitors, 9, New-square, Lincoln's-inn; at the place of sale; and of Messrs. WINSTANLEY, Paternoster-row.

Middlesex.—Valuable Copyhold Estate, nearly equal to freehold (the fine being small), comprising an excellent Residence, with upwards of 150 acres of capital Land, called Nightingale Hall Farm, at Edmonton, seven miles from London.

MESSRS. WINSTANLEY have received directions from the Devisees in trust under the Will of Robert Mushet, Esq., deceased, to offer for SALE by AUCTION, at the Auction Mart, in London, on Tuesday, September 17, in one Lot, a valuable and most desirable PROPERTY for investment, comprising a copyhold estate (nearly equal to freehold, the fine being small and certain), called Nightingale Hall Farm, situate at Marsh-side, Edmonton, in the county of Middlesex, about seven miles from London; including a good Farm-house, containing accommodation for a respectable family, with garden, spacious farm-yard, and excellent agricultural buildings, wheeler's shop, stack-yards, and sundry parcels of arable, pasture, and marsh-land, of very superior quality, in the highest state of cultivation, containing about 158 a. 1 r. 35 p., and many years in the occupation of Mr. Wm. Beards, who now holds the same on lease for an unexpired term of nine years, at the annual low rent of 300*l.*

To be viewed by permission of the tenant. Printed particulars, with plans, will be ready for delivery 21 days preceding the sale, when they may be obtained of Messrs. DRUCE and SONS, Solicitors, Billiter-square, London; at the Bell and the Angel, Edmonton; the King's Head, Enfield; the Four Swans, Waltham-cross; Green Man, Barnet; the Bull and the Black Lion, Hoddesdon; the White Hart, Romford; at the place of sale; and of Messrs. WINSTANLEY, Paternoster-row.

Valuable Church Preferment, Worcestershire.

TO be SOLD by AUCTION by Mr. WHEELER, on Wednesday, the 7th day of August, 1844, at the Star and Garter Hotel, Worcester, at 1 o'clock PRECISELY, by direction of Trustees, and subject to conditions then to be produced,

The Next Presentation to the RECTORY of HOLT, with the Chapelry of Little Witley annexed, in the county and diocese of Worcester.

The tithes have been commuted at 582*l.* per annum.

The Glebe consists of 47a. 1r. 36p. of most excellent and productive land, now in the occupation of the incumbent, who is in his seventieth year.

The Rectory-house is most substantial and convenient, having ample accommodation for a respectable family, with coach-house, stabling, and agricultural buildings, extensive gardens abounding with the choicest fruit trees, and situate in the most delightful part of the county of Worcester, within a few miles of Witley Court, the Residence of the Queen Dowager; and six miles from the much-admired city of Worcester, having most delightful views of the Malvern and Abberley hills, with extensive and pleasing prospects of the surrounding country. The situation is peculiarly healthy, having excellent roads, and within half a mile of the noble river Severn; and, the population being small, the parochial duties are light.

For further particulars apply to Mr. TAUNTON, solicitor, or the Auctioneer, both of Foregate-street, Worcester.

Sales by Auction.

MIDDLESEX.

Good Investments, and for Occupation.—Freeholds and Leaseholds.

MESSRS. NEWTON and APPLETON will SELL by AUCTION, at the Mart, London, on Tuesday, 13th of August, at Twelve, peremptorily, a FREEHOLD HOUSE and BUSINESS PREMISES, No. 11, High Holborn, on Lease to Mr. Bell, Pastrycook (an old establishment), at 104*l.* a year.—A FREEHOLD RESIDENCE, with large room, and garden in the rear, situate at Edmonton, Middlesex, let to a highly responsible establishment at a reduced rent, 35*l.* a year.—A very desirable LEASEHOLD ESTATE of ELEVEN HOUSES, in the Commercial-road, term 77 and 57 years, at a ground rent, and let at rents amounting together to 452*l.* a year; one moiety of this estate is to be sold.—A very superior detached unique VILLA RESIDENCE, replete with every convenience and in high order, containing twelve rooms; offices, garden, and pleasure-grounds, two acres, leasehold, for seventeen years, at 150*l.* a year.—The LIFE INTEREST of a LADY, aged thirty-two, in and to 350*l.* 10*s.* 3*d.* Three-per-Cents. vested in three highly respectable trustees, who will give purchaser power of attorney to receive the dividends.

To be viewed, and particulars had of Messrs. NEWTON and APPLETON, Estate Agents, Auctioneers, &c. 7, Mansion-house-street, City.

For Sale.

NORFOLK.—DUNHAM LODGE (lately the residence of Sir CHAS. M. CLARKE, Bart. who has left Norfolk).—To be SOLD by PRIVATE CONTRACT, a very valuable FREEHOLD ESTATE, situate at Little Dunham, five miles from Swaffham, and eight from East Dereham, in the county of Norfolk, consisting of a capital mansion house, called "Dunham Lodge," with stabling for eleven horses, gardens, shrubberies, and green-house, entrance-lodge, keeper's cottage, bailiff's house, and excellent farm-buildings, and three hundred acres (or thereabouts) of very superior land lying round the house in a ring fence, of which 189 acres are arable, 70 acres are pasture, and 50 acres are woodland, abounding with game.

Also, the MANOR of LITTLE DUNHAM, extending over 1,800 acres of land, with the fines and quit rents thereto belonging.

The mansion, which stands in the centre of a small park, beautifully studded with timber, comprises a drawing-room, thirty-four feet long, and dining-room and library of ample dimensions, with mahogany doors; gentleman's morning-room, four best bed-rooms, and three dressing-rooms, approached by a handsome stone staircase, seven other bed-rooms, and well-arranged domestic offices.

The furniture and the farming-stock and crops to be taken at a valuation.

The property is within two hours' drive of the Brandon station of the Eastern Counties Railway.

Immediate possession will be given.

For price and further particulars, apply to Messrs. GOODWIN, PARTRIDGE, and WILLIAMS, Solicitors, Lynn, at whose office a Plan of the property may be seen.

DESIRABLE INVESTMENT.

TO be SOLD, the MANOR and ESTATE of NORTH CHARLTON, in the county of Northumberland, five miles north of Alnwick. It comprises the mansion House of Charlton Hall, gardens, plantations, and pleasure grounds, and several farms, with their requisite buildings, and contains in the whole upwards of 2000 acres of meadow, pasture, arable, and wood lands, also a current going colliery, a moiety of the leasehold corn tithes of the estate and of lands contiguous. The estate is capable of great improvement, is particularly well watered, and the principal part is well inclosed. It abounds with game, contains great abundance of coal, limestone, and freestone, and is most conveniently situate for markets, the great north-road lying directly through it, and is at an easy distance from the port of Alnmouth, and other seaports where corn is shipped.

Mr. THOMAS BEATTIE, of North Charlton, will shew the premises, and further particulars may be known on application to Messrs. MEGGISON, PRINGLE, and Co. Solicitors, 3, King's-road, Bedford-row, London; Messrs. DAVIDSON and SYME, Writers to the Signet, Edinburgh; or Mr. LEITHEAD, Solicitor, Alnwick. A considerable part of the purchase-money may remain on mortgage of the estate, if required.

IMPORTANT to FAMILIES FURNISHING.—A considerable saving can be effected in the purchase of FURNISHING IRONMONGERY, by visiting the Panklibanon Iron Works, 58, Baker-street, Portman-square, where may be inspected the most extensive stock of ironmongery goods in the kingdom, consisting of kitchen cooking utensils, [illegible] silver wares, drawing-room stoves, shower and vapour baths, ornamental iron work, garden implements, japan, paper, and toilet pails, best Sheffield plate, kitchen ranges, fenders, and fire-irons, [illegible], [illegible], table cutlery, &c. Every article being marked in plain figures at the lowest possible price, will fully convince purchasers at this establishment of the great advantages resulting from cash payments, as the proprietors warrant every article of the best manufacture.

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THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 71.] SATURDAY, AUGUST 10, 1844.

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Legal Notice.

THE CUMBERLAND LAW SOCIETY.—At the Annual General Meeting of the Society, held on Tuesday, August 6th, 1844.
Mr. EWART in the Chair;
Resolved, That this Society is desirous of becoming part of a permanent Union of the different Law Societies in the Country, and that the Manchester Law Association be at liberty to include this Society as part of such Union as soon as the same can be established.
Resolved, That the Secretary communicate this resolution to the Manchester and Yorkshire Law Associations, and advertise the same in the LAW TIMES.
SIMON EWART, Chairman.

TO PARENTS AND GUARDIANS.—A Gentleman of the Church of England, by profession an Architect and Surveyor, residing in Hampshire, is desirous of obtaining an INDOOR ARTICLED PUPIL. Premium 200*l.* for three years, to board and lodge with the family. The advertiser has an extensive practice, and can produce testimonials of the highest respectability.
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To be Sold.

PARKER'S FARM, Warehorn and Orlestone, near Ashford Kent.—For SALE by PRIVATE CONTRACT, a valuable Freehold Manor Farm, called "PARKER'S," in the parishes of Warehorn and Orlestone, near Ashford, in the county of Kent: comprising the Manor House, hop-oast, barns, stables, gardens, and about 164 acres of upland, arable, marsh, orchard, and wood land, with a few acres of hop ground, the whole in a high state of cultivation, and the buildings in good repair; now, and for many years past, in the occupation of Mr. William Maylam, a highly respectable tenant. The estate is contiguous to the Royal Military Canal, and the turnpike road leading from Ashford to Romney, and seven miles from the Ashford station of the South-Eastern Railway. The tithes of the parish have been commuted and apportioned.
For particulars apply to Messrs. SNOWDEN and POLLOCK, Solicitors, Ramsgate (where a map of the estate may be seen); to Messrs. FURLEYS and MERCER, Solicitors, Ashford and Canterbury; or to Mr. JAMES STEVENS, Land Surveyor, Willesbro', near Ashford.
Ramsgate, July 29, 1844.

TO BE SOLD, pursuant to a DECREE of the HIGH COURT of CHANCERY, made in a cause *Wood v. Poppleton*, with the approbation of Richard Richards, Esq. one of the Masters of the said Court, some time in the month of September next (of which due notice will be given), a FREEHOLD ESTATE, situate in Westgate, in Wakefield, in the county of York, consisting of a Dwelling-house and Warehouse, with the Offices, Outbuildings, and appurtenances formerly belonging to George Poppleton, deceased, and in which he carried on the business of a wine and spirit merchant at the time of his death.
Printed particulars and conditions of sale may shortly be had gratis at the said Master's chambers, in Southampton-buildings, Chancery-lane, London; of Messrs. SUDLOW, SONS, and TORR, Chancery-lane, aforesaid; Messrs. Hawkins and Bloxam, New Boswell-court, Lincoln's-inn; Mr William Stewart, Solicitor, Horbury, near Wakefield; Mr Thomas Lee, Solicitor, Wakefield; and of Mr. Stewart, Auctioneer, Wakefield.
SUDLOW, SONS, and TORR, Plaintiff's Agents.

WORCESTERSHIRE.—Valuable Freehold Estates, tithe free.—To be SOLD, by Private Contract, the TWO desirable and compact ESTATES, called the Greater Poden Estate and the Less Poden Estate, presenting a most eligible opportunity for investment. The estate of Greater Poden comprises 288 acres, partly arable and partly meadow pasture, together with a substantial Farm-house, and the usual out-buildings and appurtenances: all in good order. Less Poden comprises 132 acres of meadow pasture, with a good farm-house and out-buildings. The whole property is in good condition, and at present let to responsible tenants at very low rents. It is situate six miles from Evesham, and between two and three miles from Campden, in Gloucestershire.
Application to be made to Messrs. SANDYS and PEARSON, 5, Serjeant's-Inn, Fleet-street.

DESIRABLE INVESTMENT.
TO be SOLD, the MANOR and ESTATE of NORTH CHARLTON, in the county of Northumberland, five miles north of Alnwick. It comprises the mansion house of Charlton Hall, gardens, plantations, and pleasure grounds, and several farms with their requisite buildings, and contains in the whole upwards of 2000 acres of meadow, pasture, arable, and wood lands, also a current going colliery, a moiety of the leasehold corn tithes of the estate and of lands contiguous. The estate is capable of great improvement, is particularly well watered, and the principal part is well inclosed. It abounds with game, contains great abundance of coal, limestone, and freestone, and is most conveniently situate for markets, the great north-road lying directly through it, and is at an easy distance from the port of Alnmouth, and other seaports where corn is shipped.
Mr. THOMAS BEATTIE, of North Charlton, will shew the premises, and further particulars may be known on application to Messrs. MEGGISON, PRINGLE, and Co. Solicitors, 3, King's-road, Bedford-row, London; Messrs. DAVIDSON and SYME, Writers to the Signet, Edinburgh; or Mr. LEITHEAD, Solicitor, Alnwick. A considerable part of the purchase-money may remain on mortgage of the estate, if required.

To be Sold.

Albion-square, Queen's-road, Dalston.
MR. JOS. WARE is instructed to SELL by PRIVATE CONTRACT, Two RESIDENCES of substantial erection, and pleasantly situate in the above respectable locality.
Particulars on application at the Auction and Estate Offices, 48, Old Broad-street.

To be Let.

MR. JOS. WARE is instructed to LET FURNISHED, for the term of Six or Eight Weeks, an Eight-Roomed Residence, pleasantly situate one mile from the City, and fitted with every requisite convenience. Further information will be afforded on application at the Auctioneer and Estate Agent, 48, Old Broad-street.

Sales by Auction.

Valuable Mining Property, situate in the Forest of Dean, Gloucestershire.
MESSRS. BROOKS and GREEN have received instructions to SELL by AUCTION, at the Mart, on Wednesday, August 28, at Twelve (unless in the meantime disposed of by private contract), all those GALES or GALEWORKS known as the Scowles Iron Mine, situate at Coleford, Gloucestershire, with two newly-sunk shafts. The iron ore is of the richest quality, and the present very flourishing state of the iron trade combines to render this a very eligible opportunity for any gentleman of moderate capital seeking to realize a handsome income from a lucrative and agreeable occupation.
Printed particulars may be had at the Coleford Inn, Coleford; the Booth Hall, Gloucester; of J. H. HOWARD, Esq. Solicitor, Cheltenham; and of Messrs. BROOKS and GREEN, Estate-agents, Surveyors, and Auctioneers, 28, Old Bond-street.

Herts.—Freehold Estate, Votes for the County.
BY Messrs. BROOKS and GREEN, at Garraway's, on Thursday, August 15, at One, a FREEHOLD PLANTATION, land-tax redeemed, containing fourteen acres of very thriving wood, abounding with oak, situate at North Mimms, adjoining Colney-heath and North Mimms-park, in the county of Hertford.
Particulars may be had at the White Hart, South Mimms; Salisbury Arms, Barnet; Woolpack Inn, St. Alban's; at Garraway's; and of Messrs. BROOKS and GREEN, Estate-agents, Surveyors, and Auctioneers, 28, Old Bond-street.

Copyhold Estates, Hampstead-heath, let on lease at low rentals, exceeding 160*l.* per annum.
MR. HERRING is directed to SELL by AUCTION, at the Mart, on Tuesday, August 13, at Twelve, in two lots, very eligible COPYHOLD ESTATES, on the Manor of Hampstead, comprising a genteel and convenient Residence, with garden and appurtenances, beautifully situate on the western side of the Heath, in the occupation of E. Cardale, Esq near the Castle Tavern. Also a commodious Cottage Residence, with lawn and pleasure-ground, occupied by Dr. Weatherhead, delightfully situate in the eastern part of the Vale of Health, commanding views of Caen-wood and the metropolis.
The estates may be viewed, by previous application to the Auctioneer; and particulars had at the Castle Tavern, and of Messrs. PAXON, Hampstead; of Messrs. SHARP, FIELD, and JACKSON, Solicitors, Bedford-row; of Messrs. MUNTON, DRAPER, and MUNTON, Banbury, Oxon.; at the Auction Mart; and of Mr. HERRING, 109, Fleet-street.

MESSRS. NEWTON and APPLETON'S SALE of ESTATES, at the Auction Mart, on Tuesday, August 13, will take place in the following order:
Deptford—Freehold Houses, in four lots.
Herne-hill—The Leasehold Residence of James Crofts, esq.
Edmonton—Freehold Dwelling-houses and Premises.
Commercial-road—Fifteen Houses, in two lots.
Broad-street—The City Lease of a Mercantile Residence.
7, Mansion-house-street.

Thirty-three Houses, Whitechapel-road.—Eligible for Investment.
MESSRS. NEWTON and APPLETON will SELL by AUCTION, at the Mart, on Tuesday, August 27, at Twelve, in two lots, the LEASE of Eight Brick-built DWELLING-HOUSES, in London-street, Whitechapel-road, held for seventy-four years, at a ground-rent of 45s. a house; also, the LEASE of Twenty-five Brick-built HOUSES, in West and North Streets, near the preceding, held for forty-five years, at a ground-rent of 20s. a house; all let to good tenants, at moderate rents, producing together a clear net income of about 400*l.* a year.
Printed descriptive particulars may be had of Messrs. WHITMORE and Co. Solicitors, 9, New-square, Lincoln's-inn; Mr. BURBIDGE, Solicitor, 88, Hatton-garden; and of NEWTON and APPLETON, Estate Agents, 7, Mansion-house-street, City.

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EVIL!—REMARKS thereon by LUKE JAMES HANSARD;—being an ADDRESS to MAN for the BEST PROTECTION OF THE YOUNG—seeking the Diminution and Cessation of Seduction and Prostitution, and having reference to the Bill, "Brothels' Suppression," withdrawn (on the 9th July instant) on its being proposed for Third Reading in the House of Lords.

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TO SOLICITORS, &c.—Mr. W. H. SIMPSON, AUCTIONEER and SURVEYOR, having succeeded to the business of the late J.A. CREATON (established 1785), begs to announce that he has completely revised, and very considerably REDUCED the scale of CHARGES usually adopted on SALES by AUCTION, and trusts by a strict regard to economy and constant devotion to the interests of those who may honour him with their patronage, to ensure a continuance of their support.

CITY AUCTION and ESTATE OFFICES, 58, Great Tower-street.

Sales by Auction.

NEWARK-UPON-TRENT, NOTTS.—DESIRABLE INVESTMENT.—To be SOLD by AUCTION, by Messrs. RIDGE, at Gilstrap's Hotel, Newark, on Wednesday, 28th August, 1844, at Five o'clock in the afternoon, in eight lots, a very valuable ESTATE, situate in the parish of Balderton, in the county of Nottingham, comprising a Messuage or Farm-house, Malting Office, and Farming Buildings, and about Ninety-seven Acres of Arable and Pasture Land in the highest state of cultivation, now in the occupation of Mr. John Clarke, who is under notice to quit at Lady-day next.

The estate, the land-tax on which is redeemed, is situate within a very short distance of the town of Newark, and is copyhold of the manor of Newark, fine certain.

Particulars and conditions of sale may be obtained, fourteen days prior to the sale, on application to Messrs. GOODWIN, PARTRIDGE, and WILLIAMS, Solicitors, Lynn, Norfolk; Messrs. TALLENTS and BURNABY, Solicitors, and the Auctioneers, Newark; and at the principal Inns in the Neighbourhood.

In Herefordshire, on the borders of Worcestershire, between Hereford, Worcester, and Leominster.—Valuable Freehold Estates, principally Tithe-free, and Land-tax redeemed, comprising 1,100 acres of Arable, Pasture, Orchard, and Hop Land, together with a rent-charge in lieu of Tithes, commuted at 420l. per annum.

MESSRS. WINSTANLEY are instructed to offer for SALE by AUCTION, on Tuesday, 27th August, at the Auction Mart, London, in two lots, the following desirable FREEHOLD ESTATES, viz.—Lot 1. The Grendon Court Estate, formerly the residence of the Conyngesby family, consisting of the Grendon, Durnstone, and Lower Egdon Farms lying exceedingly compact, and comprising 818 acres, tithe free, and land-tax redeemed, with convenient farmhouses and agricultural buildings, situate in the parishes of Grendon and Pencombe, in the county of Hereford, about four miles from the market-town of Bromyard, 10 from Leominster, and nearly half-way between Worcester and Hereford, and a convenient distance from Malvern and Tenbury Spa, in the occupation of respectable tenants, at low rents. Lot 2. The Upper Venn Estate, situate in the parish of Avenbury, two miles from Bromyard and 12 from Worcester, consisting of 179 acres of good arable, pasture, orchard, and hop land, with a suitable farm-house and homestead, let to Mr. James Edwards. The commuted rent-charge in lieu of tithes of the parish of Avenbury of 420l. per annum, and sixty acres of glebe land, with cottage, &c.; and 35 acres in the parish of Stanford Bishop, also in the occupation of Mr. James Edwards, the latter, with the exception of about one acre (which is freehold) being copyhold of inheritance of the manor of Froome Bishop. The above farms have the advantage of being intersected with running streams, which at a small expense, might be used for irrigation. The several farms can be viewed on application to the tenants.

Printed particulars, with plans, may be obtained at the principal inns at Bromyard, Worcester, Leominster, Hereford, Liverpool, Manchester, and Birmingham; of THOMAS BARNEBY, Esq. Solicitor, Worcester; and in London of Messrs. WHITMORE, ROUMIEU, and WALTERS, Solicitors, 9, New-square, Lincoln's-inn; at the place of sale; and of Messrs. WINSTANLEY, Paternoster-row.

Sales by Auction.

HIGHBURY PLACE.—The eligible Lease of the Genteel Residence, having about 20 years unexpired, at a low rent; also the Household Furniture, China, Glass, Linen, 200 ounces of Plate, Jewellery, Trinkets, Lady's Gold Watch, and Effects of the late Mrs. Sarah Fairbrother: by order of her Executors.

MR. PRICE is directed to SELL by AUCTION, at the residence, 37, Highbury-place, on Thursday, August 15th, at twelve for one, the LEASE of the PREMISES, also the HOUSEHOLD FURNITURE, Plate, Table and Bed Linen, Jewellery, Trinkets, and general Effects.

May be viewed, one day prior to, and morning of sale, and catalogues had at the residence; of J. MOLYNEUX TAYLOR, Esq. 11, Furnival's-Inn, and at Mr. PRICE'S offices, 48, Chancery-lane.

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The Bonus added to policies from March, 1834, to the 31st Dec., 1840, is as follows:—

Sum Assured.	Time Assured.	Sum added to Policy.
£5,000	6 Yrs. 10 Months.	£683 6s. 8d.
5,000	6 Years	600 0 0
5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, **and only one-half need be paid for the first Five Years,** where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

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Persons assured according to these rates are allowed credit (without security) for half the amount of the *first seven Annual Premiums*, paying interest thereon at the rate of five per cent. per annum, with the option of paying off the Principal at any time, or having the amount deducted from the sum assured when the Policy becomes a claim.

Policies may thus be effected at lower rates than are generally required for the term of seven years only; whilst the holders have the same security for the payment of their claims *whenever death may happen*, as if they paid double the amount of premium, which would be charged for assurances effected in the usual way.

Extract from the Half Credit Rates of Premium.
Annual Premium required for an Assurance of 100l. for the Whole Term of Life.

Age.	Half Premium for seven years.	Whole Premium after seven years.
	£ s. d.	£ s. d.
30	1 1 9	2 3 6
35	1 4 11	2 9 10
40	1 9 2	2 18 4
45	1 14 10	3 9 8
50	2 2 6	4 5 0
55	2 12 9	5 5 6
60	3 6 8	6 13 4

PETER MORRISON,
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FREEMASONS' and GENERAL LIFE ASSURANCE COMPANY, 11, Waterloo place, Pall Mall, London. Business transacted in all the branches and for all objects of Life Assurance, Endowments, and Annuities, and to secure contingent Reversions, &c. Information and Prospectuses furnished.

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Premiums and claims may be made payable in the countries by indorsement.

Prospectuses and full particulars may be had at the offices of the Company.

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EDWARD GOLDSMID, Esq., Chairman.
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AND THE
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JOHN CHARLES DENHAM, Secretary.

NORTHERN REVERSION COMPANY, 5, North St. David-street, Edinburgh.

This Company was established to enable parties at any time to obtain the fair value of rights to property depending on contingencies or sums of money, which, from being liferented, or from other causes, do not become payable till a future and distant period. The Company accordingly purchase, by a present advance, Reversions, Legacies, and Provisions, which cannot be received till a future date, Rights of Succession, Life Interests, and Annuities; Policies of Assurance, of several years' standing, &c. The Manager will give every information to parties wishing to transact with the Company, and supply printed Forms of Proposals to be submitted to the Directors.

WILLIAM WOOD, Accountant, Manager.

TO CAPITALISTS.—Any Gentleman wishing to advance about 10,000l. or 12,000l. and take, for himself or his son, a respectable first-rate WHOLESALE BUSINESS, of many years' standing, and which, besides paying five per cent. interest on capital, has lately produced upwards of 3000l. per year profit, after paying all trade expenses, may hear of such an opportunity by application to J. S. at 68, Upper Thames-street, City. Lease of premises, and fixtures, &c. at a valuation.

PROTECTION from WET, combined with Lightness, and Perspiration not impeded, by the use of the PATENT MOHAIR CAMLOMERE, which is the greatest repellant yet invented. The little wet it imbibes is soon dry, and has no smell; it is suited to all climates, by the use of a thin or stout lining; it is made in all colours, like cloth, and is highly approved of by those gentlemen who have worn it. A large assortment of frocks, capes, and cloaks are kept ready. New patterns of the Patent Mohair Cloth and Tweeds, for Trowsers, Jackets, &c. in great variety. An inspection is solicited. None are real Mohair but those stamped "Fox's Patent." PAYNE and CO. the manufacturers, also keep every description of waterproof cloths, so that an unerring choice may be made.

28, King-street, Covent-garden; and 19, Conduit-street, Bond-street.

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple Barrister at Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq, Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT, by R. C. ROBINSON, Esq , of the Middle Temple, Barrister at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON Esq., of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister at Law

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister at Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at-Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq , D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.- The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

NECROLOGY.

SIR JOHN MAXWELL.—We regret to announce that this venerable and highly esteemed baronet died suddenly on Wednesday morning, at Pollok House. Sir John, according to custom, was about to take a morning drive in his carriage, which, at half-past eight, was drawn up at the door for his reception; and while he was on the threshold going out, he fell down and almost instantly expired. Mr. Wallace, M.P. for Greenock, was seated in the carriage at the time waiting the arrival of his venerable friend. Sir John succeeded his father as seventh baronet in 1785, and has thus enjoyed the family honours for 59 years. After the Reform Bill became the law of the land, Sir John was elected the first member for Paisley. Subsequently, after his retirement from the representation of Paisley, on the death of Sir M. S. Stewart, in 1836, he contested the county of Renfrew with Mr. Houston, but was unsuccessful. Sir John Maxwell is succeeded in his title and estates by his son Mr. John Maxwell, who has represented in Parliament successively the counties of Renfrew and Lanark. The present baronet was, a few years ago, married to a daughter of the late Earl of Elgin.—*Glasgow Paper.*

MR. RALPH LAMBTON.—We regret we have to announce the death of the above gentleman, who has been, since February, 1837, confined to his couch, from the effects of a fall while hunting. The venerable gentleman expired on Monday last, at his seat, Horton House, Durham. Mr. Lambton was son of General and Lady Susan Lambton, daughter of the Earl of Strathmore, and uncle of the late Earl of Durham. By his demise the following families are placed in mourning—those of Lords Durham, Grey, Strathmore, and Jersey; W. and Hedworth Lambton, esqrs., the Hon. Colonel Cavendish, &c. Mr. Lambton was well known in the sporting world as having for many years been a master of hounds in the north, which he only gave up at the time of his accident, although of a great age, and sold his hounds to Lord Suffield for a higher price than was ever given before.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTH.

BROWN.—On Sunday, the 4th inst. at Bedford-row, Islington, the lady of Joseph Brown, esq of the Middle Temple, of a son.

MARRIAGES.

CREE, Thomas, jun. esq of Gray's-Inn, to Maria Bishop, youngest daughter of G C. Walker, esq. of Doncaster, on Thursday, at St. George's, Doncaster, by the Rev. Dr. Sharpe.

LAURIE, Peter, esq. of Lincoln's-Inn, barrister-at-law, to Fanny, third daughter of Henry Hulbert, esq. of Eaton-square, and Rowfont, Sussex, on Thursday, the 1st inst. at Worth Church, Sussex, by the Rev. G. C. Bethune, M.A. rector.

DEATHS.

GABB, Rev. James Astie, 27 years rector of Shirenewton, a magistrate and deputy-lieutenant of the county of Monmouth, on the 25th ult. aged 63.

HARVEY, Archibald, the youngest son of Mr Charles Harvey solicitor, on Tuesday, the 9th ult. at Port Henderson, Jamaica.

ROWLATT, Mary, the wife of the Rev. W. H. Rowlatt, after a few hours' illness, on the 5th inst. at the Master's House, Inner Temple, aged 64.

IMMENSE IMPROVEMENT IN THE VALUE OF PROPERTY IN BIRKENHEAD.—We are informed by a contemporary of Saturday last, that, since the passing of the Birkenhead Dock Bill, the property of this go-ahead locality has considerably improved in value, and that cottage property, in particular, has increased 50 per cent. There is every probability, too, we learn from the same authority, of a bed of coal being found in the neighbourhood of Leasowe Castle (although how the fact has been arrived at, now that belief in the virtue of the divining-rod is exploded, we know not), and prompt measures are about to be taken for rendering it productive. We trust that these flattering anticipations will be fulfilled, although we really must suggest that there is no need of these puffing announcements, which are apt to make the public suspect that there is some bolstering going on. Advances, by the bye, of 50 per cent. in a week, are sometimes followed by disappointment, and burnt fingers to the speculative. We have no wish however, to deter fair investment at Birkenhead or elsewhere, but would advise circumspection and moderate prices.—*Liverpool Standard.*

RISE IN VALUE OF GROUND NEAR GLASGOW.—On Thursday week the lands of Stobcross, to the west of Finnieston, and extending from the Clyde northward to near Dumbarton road, were sold by public roup, at the price of 3s. per square yard, imperial measure. These lands extend to about sixty-three Scotch or about eighty imperial acres, which being about 387,000 square yards, makes the price amount to somewhere about 58,000*l.*; but as the purchaser pays the auction duty, which will be about 1*l.* 7s. as well as half of the conveyance stamp, the price will actually amount to upwards of 60,000*l.* We understand that these lands were purchased by the late Mr. Phillips (by whose trustees they have been sold), in the year 1817, for about 3,700*l.* making a rise in value of upwards of 56,000*l.*—*Scotch Reformers' Gazette.*

SALE OF CWM CELYN AND BLAINA IRON WORKS.—This fine mineral property was sold by Mr. White, of Coleford, at the Westgate Hotel, Newport, on Wednesday se'nnight, for 87,000*l.* The purchaser is Mr. Stodhert, of Bath, for self and some of the leading shareholders of the recent company, who will, we sincerely hope, in these better times for iron manufacturers, find it relatively as good a bargain as the Ebbw Vale and Sirhowy plant is proving to the enterprising Messrs. Darby.—*The Cambrian.*

SALE OF ESTATES.—During the last two or three months there has been a sale of landed property in Fife which is quite unprecedented. In that time there have been sold—the lands of Pitlessie, for 19,750*l.* to the Dowager Lady Glasgow; Newbiggin, to Mr. Johnson, for, we believe, about 19,500*l.*; Teuchats, to the College of St. Andrew's, for 4,000*l.*; Myreside, 4,000*l.* to Mr. Currie, Leven; Pitmedden for about 5,000*l.*; Kinglassie for nearly the same sum. Within a short period also the estates of Balgarvie, Radernie, and Smiddygreen, in this county, have been purchased.—*Fifeshire Herald.*

HAWICK, JULY 30.—EXTRAORDINARY RESULTS OF THE FACTORY BILL.—[From a Correspondent.]—In consequence of the stringent measures imposed by the Factory Bill on the labour of young persons employed in mills, and the trammels thereby laid upon the free use of capital and industry, a stimulus has been given to men of genius to invent a machine whereby the labour of juveniles may in a great measure be superseded, and capitalists relieved from the inroads of legislative aggression. To accomplish this mighty work several machines staggered into existence, but none of them answered the purpose, until Messrs. Melrose and Sons introduced their celebrated piecing machine, a number of which are in full and satisfactory operation in all our principal woollen mills, while a number are ordered for other parts of Scotland as well as England. The chief merit of this machine consists in its slow and unerring movements, its cheapness and simplicity, its applicability to all sorts of wool, as well as the great improvement on the finished yarns, and the immense abridgement of labour — one man and two girls, with this machine, can execute more work than was done by the old method with two men and ten girls! What will the supporters of the Factory Bill say to those individuals whose labour has been displaced by this invention? Surely they cannot refuse to compensate those whom their humanity has deprived of the means of subsistence. This must either be done, or a refractory Bill must be enacted to interdict the use of improved machinery.

Sales by Auction.

DESIRABLE INVESTMENT.—Freehold Estate at Dadlington, in the County of Leicester.—To be SOLD by AUCTION, by Mr. JAMES HOLLIER, on Tuesday, the 27th day of August, 1844, at three for four o'clock in the afternoon, at the Three Horse-shoes Inn, in Stoke Golding (by order of the assignees of Michael Hall, a bankrupt, and free from auction duty), a valuable FREEHOLD ESTATE comprising a good Farm-house, with all requisite and convenient Farm Buildings, Yard, Garden, and several closes of excellent Arable, Meadow, and Pasture Land, containing together 94a. 2r. 33p. (more or less), situate in the parish or township of Dadlington, in the county of Leicester, known by the name of Dadlington Farm, in the following or such other lots as may be declared by the vendors at the time of sale, and subject to such conditions as will be then produced, viz. :—

LOT 1.

No. on the plan.		Cultivation.	Quantity. a.	r.	p.
1	House and Homestead, &c...		0	2	8
2	Orchard..................		0	8	19
3	Waggon Hovel Close.......	arable	6	3	7
4	Little Brook Field........	arable	3	3	1
5	House Close...............	pasture	10	1	33
6	Second Daisey Close	arable	4	1	20
7	First Daisey Close	arable	4	2	1
8	Big Close	arable	0	1	18
9	Marlpit Close	arable	0	1	1
10	Road Close	arable	6	0	3
11	Four Oaks	arable	4	2	20
12	Fenne Meadow	meadow	8	2	10
			66	0	21

LOT 2.

			a.	r.	p.
13	Nether Gorse	arable	5	0	37
14	Far Gorse.................	arable	6	1	28
15	Orchard Close.............	arable	5	0	16
16	Finger Post Close	arable	5	0	21
			21	3	22

LOT 3.

			a.	r.	p.
17	Shenton Close.............	pasture	3	3	22
18	Shenton Meadow	meadow	2	3	8
			6	2	30
	Total..................		94	2	33

The Estate is situate four miles from Hinckley, six from Atherston, and fourteen from Leicester.

To view the Estate, apply to Mr. Freith, the Landlord of the Three Horse-shoes Inn, Stoke Golding.

Any sum not exceeding two-thirds of the purchase-money may remain on the Estate.

For further particulars and lithographed plans of the Estate, apply at the offices of Mr. CHRISTIE, Official Assignee, Birmingham; Mr. JARVIS, Solicitor, Hinckley; Mr FRANCIS SANDARS, Surveyor, Derby; or Mr. MOSS, Solicitor, Derby.

Norwich.—Brewery, with Sixty Inns and Public Houses, and other desirable Property.

MR. W. W. SIMPSON has received directions from the Messrs. Thompson to offer for SALE by AUCTION, at the Mart, on Tuesday, Aug. 27, at Twelve, in one lot, a valuable and extensive CONCERN, which has been in the family for upwards of a century, situate in the city of Norwich, comprising a capital Residence and Brewhouse, with capacious tun-rooms and stores, counting-houses, several large malt-houses, dwelling-houses, cottages, and premises, forming altogether a most extensive and complete establishment, together with upwards of Sixty Inns and Public Houses, and other valuable property, situate in Norwich and the neighbourhood. Nearly the whole of the property is freehold, and generally in excellent repair. The public-houses are all situate in Norwich, except eight, and are in the occupation of industrious tenants. The trade of the brewery amounts on an average of the last three years to nearly 9,000 barrels annually. The plant and utensils are in excellent preservation, and comprise two open coppers, gauging respectively 73 and 60 barrels, mash-tun to wet 40 quarters, with machine, hop and under-backs, six coolers, six working tuns, gauging together about 370 barrels, refrigerator by Grigory, a cast-iron liquor-back, gauge 228 barrels, a high pressure steam-engine (six horses' power, horsewheel, malt-rollers, powerful liquor and wort engines, vats and every requisite appendage.

Particulars may be had of Messrs. BLAKE, KEITH, and BLAKE, Solicitors, Norwich; of Messrs. WOOD and BLAKE, Solicitors, 8, Falcon-street, London; at the Mart, and of Mr. W. W. SIMPSON, 18, Bucklersbury.

Essex, near Maldon.—Eligible Investment.—Capital Freehold and Tithe-free Estate, containing 338 acres.

MR. W. W. SIMPSON has received directions from the Devisees in Trust under the will of the late W. Kenrick, esq. to SELL by AUCTION, at the Mart, on Thursday, August 29, at Twelve, a desirable FREEHOLD and tithe-free ESTATE, called Stansgate Abbey Farm, situate in the parish of Steeple-cum-Stansgate, about ten miles from the excellent port and market town of Maldon. It consists of a convenient Farm-house, in excellent repair, garden, barn, stabling, and other requisite agricultural buildings, together with nearly 338 acres of land, of which 156 acres are highly productive arable, pasture, and marsh, and 181 acres green, formerly salt marsh, inclosed from the river upwards of 30 years since, and capable of great improvement. The farm is let to Mr. Edward Clay, a most respectable tenant, who has been in the occupation upwards of 25 years, at a low rent of 271l. per annum. The marshes and lands generally are abundantly supplied with fresh water, and the river Blackwater, which forms the boundary of a portion of the farm, gives cheap facilities for shipping and reshipping corn, manures, chalk, &c. to and from the London and other markets.

The property may be viewed. Particulars, with plans annexed, may be had of Messrs. WIMBURN, COLLETT, LAURIE, and ATTREE, Solicitors, 62, Chancery-lane; at the King's Head Inn, Maldon; at the Mart; and of Mr. W. W. SIMPSON, 18, Bucklersbury.

Sales by Auction.

Great Yarmouth.—Valuable Freehold Marshes, yielding a rent of 250l. a year.

MR. W. W. SIMPSON has received directions to SELL by AUCTION, at the Mart, on Thursday, August 29, at Twelve o'Clock, an exceedingly valuable FREEHOLD ESTATE, forming an unexceptionable investment, consisting of 253 acres of marsh land of a most productive description, together with a dwelling-house and substantial draining mill thereon, eligibly situate in the parish of Southtown, adjoining the excellent market-town of Yarmouth. These marshes are occupied as accommodation lands by persons resident in the town and neighbourhood, and form a great acquisition to the upland farms in the district. The property is in the occupation of a most respectable yearly tenant, at the moderate rent of 250l. per annum.

Particulars may now be had of G. J. NICHOLSON, Esq. Solicitor, Raymond buildings, Gray's-inn; of EDMUND NORTON, Esq. Solicitor, Lowestoft; at the Mart; and of Mr. W. W. SIMPSON, 18, Bucklersbury.

Suffolk.—Somerleyton Hall, a first-rate Mansion, standing in a handsomely timbered Park, ornamented with a noble Avenue of Lime Trees, together with numerous Farms, the whole containing nearly 2,900 acres; several extensive Manors, and two valuable Advowsons.

MR. W. W. SIMPSON has received instructions from the Lord Sydney Godolphin Osborne to offer for SALE by AUCTION, at the Mart, on Thursday, Aug. 29, at twelve o'clock, one of the most extensive and valuable FREEHOLD ESTATES which has been submitted to public competition for many years. It comprehends Somerleyton Hall, a substantial family mansion, supposed to have been erected by Sir John Jernegan in the reign of Queen Elizabeth, and forming a handsome specimen of the architecture of that period. Near the mansion, which stands in the centre of the estate, in a park of about 120 acres, are the beautiful plantations of Wickerwell and Summer-house Water, embellished with ornamental trees, evergreens, and shrubs of luxuriant growth, and two extensive sheets of water surrounded by sloping lawns and pleasing walks, interspersed with fishing seats, judiciously placed in the most picturesque situations. There is another lake on the estate, whereof above eighty-six acres belong to this property, and on which is the productive Decoy of Ashby. The estate is admirably adapted for the rearing and preservation of game in all its varieties, and includes Mutford Wood, containing eighty-two acres, celebrated as one of the best pheasant covers in the country, and the lakes furnish excellent fishing. The entire estate contains 2,868 acres, consisting chiefly of fertile arable and productive pasture land, including nearly 430 acres of marshes, which are invaluable to the upland portions of the estate. The residences, cottages, and farm buildings are of a superior description, and in excellent repair. The land is in a high state of cultivation, and the tenantry generally unexceptionable. The present rental, amounting to 2,728l. per annum is very moderate. Gorleston Ferry, the water passage over the river Yare, at Southtown, belongs to the estate, and yields a considerable income, but is at present let at a low rent. Connected with the property are the Advowsons of Somerleyton and Ashby, extending over 2,424 acres of titheable land, the rent-charge arising from which amounts to 555l. per annum. There is a handsome residence and offices, with extensive pleasure-grounds, plantations, and gardens, on the rectory of Somerleyton, together with forty-six acres of superior glebe land, and the incumbent is in his 62nd year. The manorial property extends over the hundreds or half-hundreds of Mutford and Lothingland, with the rights, royalties, and franchises appertaining thereto, including the wreck along the sea-coast in those hundreds, the income of which has on an average of twenty-one years amounted to upwards of 330l. per annum. The property has the advantage of a navigable communication with the harbours of Lowestoft and Yarmouth, and also with the city of Norwich. It is situate about five miles from Lowestoft, seven from Yarmouth, eleven from Beccles, and twenty-two from Norwich, and will soon be brought within six hours' journey of the metropolis by means of the railway.

Particulars and plans may now be had (price 1s. each) of G. J. NICHOLSON, Esq. Solicitor, Raymond-buildings, Gray's-inn; of EDMUND NORTON, Esq. Solicitor, Lowestoft; at the Mart; and of Mr. W. W. SIMPSON, 18, Bucklersbury.

Kent.—Exceedingly valuable Freehold Estate and Reputed Manor.

MR. W. W. SIMPSON has received instructions to offer for SALE by AUCTION, at the Mart, on Tuesday, the 27th day of August, at Twelve, the valuable FREEHOLD ESTATE and REPUTED MANOR, called Coombe Farm, situate in the parishes of St. Mary and Allhallows, in the hundred of Hoo, in the county of Kent, comprising a farmhouse, with gardens, three cottages, barns, stabling, and other outbuildings, and 375 acres of land, of which 234 acres are arable, 25 upland pasture, and 110 acres of marsh, together with the rent-charge in lieu of rectorial tithes, amounting to 74l. per annum, arising from 190 acres of the land, situate in the parish of St. Mary; held by the proprietor of this estate, under the Dean and Chapter of Rochester, at a reserved rent of 30s. per annum, including land-tax. The lease of the tithes is renewable every seven years according to custom, and the last renewal took place at Michaelmas, 1843. The arable lands on this estate, which are of an exceedingly convertible and productive description, are highly cultivated, and adapted to the growth of every variety of white straw and green crop. The marshes are of excellent grazing quality, and are abundantly supplied with fine water in the driest seasons. The farm is in the occupation of Mrs. Sarah Allen and her sons, William and Robert (whose family have held it upwards of half a century), to whom a new lease for fourteen years was granted at Michaelmas, 1842, at an annual rent of 710l., which includes the tithe rent-charge of 74l. per annum upon the 190 acres.

The property may be viewed. Particulars and plans may be had of Messrs. BRIDGES and MASON, Solicitors, Red-lion-square; at the Mart; and of Mr. W. W. SIMPSON, 18, Bucklersbury.

Sales by Auction.

Five Advowsons in East Suffolk, yielding together an Income of 2,485l. per annum, independent of the Residences and Glebe Land attached thereto.

MR. W. W. SIMPSON has received directions from the noble proprietor to submit for SALE by AUCTION, at the Mart, on Thursday, August 29, at Twelve o'clock, in five lots, the PERPETUAL ADVOWSONS and NEXT PRESENTATIONS to the following valuable RECTORIES, situate near Lowestoft, in the eastern division of the county of Suffolk, viz.:—Blundleston with Flixton, extending over 2,118 acres of titheable land, the rent-charge of which amounts to 610l. per annum, together with a modern parsonage-house and out-buildings, and about twelve acres of superior glebe land. The Incumbent is in his 63rd year, and the population is 626. Carlton Colville, extending over 1,500 acres of titheable land, the rent-charge on which amounts to 387l. per annum, together with an excellent residence, offices, pleasure-grounds, and gardens, and about eighteen acres of productive glebe land. The incumbent is in his 73rd year, and the population is 800. Lound, extending over 1,215 acres of titheable land, the rent-charge on which amounts to 407l. per annum, together with a capital rectory-house, with suitable offices, lawn, grounds, and plantations, and about 23 acres of excellent glebe land. The incumbent is in his 55th year, and the population is 433. Bradwell, extending over 2,294 acres of titheable land, the rent-charge on which amounts to 631l. per annum, together with a commodious residence and offices, extensive pleasure-grounds and plantations, garden and glebe land, containing altogether about 16 acres. The incumbent is in his 69th year, and the population is 274. Oulton, extending over 1,818 acres of titheable land, the rent-charge on which amounts to 450l. per annum, together with a newly-built rectory-house and offices, surrounded by shrubberies, ornamental plantations and garden, and 49 acres of excellent glebe land. The incumbent is in his 44th year, and the population is 531. The above valuable Advowsons are situated in a neighbourhood distinguished for its beauty and salubrity, as well as for the respectability of the resident gentry.

Particulars may now be had of G. J. NICHOLSON, Esq. Solicitor, Raymond-buildings, Gray's-Inn; of EDMUND NORTON, Esq. Solicitor, Lowestoft; at the Mart; and of Mr. W. W. SIMPSON, No. 18, Bucklersbury.

Islington.—Valuable Leasehold Estates near Canonbury-square.

MR. MASON (of Bucklersbury) has received instructions from the assignees of Mr T. C. Lancefield to SELL by AUCTION, at the Mart, on Wednesday, Aug. 14, at twelve, in three lots, a desirable LEASEHOLD ESTATE, comprising fifteen newly and substantially brick-built Houses of uniform elevation, with stuccoed fronts, iron balconies, and gardens, situate in Spencer-street, and two Houses in Sebben-street, near Canonbury-square, Islington, a genteel and improving neighbourhood, which will always command respectable tenants, of the estimated value of 620l. per annum, and held on lease from the Marquis of Northampton for seventy-four years, at trifling ground rents. Also a Vacant Piece of Ground, with a frontage of 200 feet in Spencer-street, nearly equal to freehold, being held for the same term at a peppercorn, and adapted for ten houses.

The Houses and Land may be viewed ten days previous to the sale, and particulars obtained at No. 15, Spencer-street, on the estate, of Messrs. VENNING, NAYLOR, and ROBINS, Tokenhouse-yard, T. M. ALSAGER, Esq. Birchin-lane, at the Mart, and of Mr. MASON, 31, Bucklersbury.

BEDFORDSHIRE.—Very eligible Freehold Estates, in the Parish of Sandy, cultivated as Garden-ground, and offering to Trustees safe and profitable Landed Investments, not to be influenced by any change in the Corn Laws; also a Freehold Family Residence and other Property at Caldecote; the whole tithe-free and land-tax redeemed.

MESSRS. RUSHWORTH and JARVIS are instructed by the Mortgagees, with the concurrence of the Devisees in Trust under the will, to SELL by AUCTION, at Garraway's, on Friday, August 23, at Twelve, in fifteen lots (unless previously disposed of by Private Contract), a very desirable FREEHOLD PROPERTY, comprising 170 acres of Land, with two Farm Homesteads, situate at Beeston, in the parish of Sandy, a district proverbial for the remarkable richness and fertility of the soil, and highly valuable as garden-ground; a portion of which was late in the occupation of the deceased, and the remainder is let on long leases to responsible tenants, at almost incredibly high rents; and substantial additional advantages to the property may be looked for from the newly-projected line of railway direct from London to York, which it is contemplated will pass over the estate.

There are likewise several Cottages, a Wheelwright's Shop, and Beer-house at Beeston-green; also a spacious Family Residence, with possession, in a fine sporting country, and having extensive Stabling and Out-buildings; a Licensed Ale-house, eleven Cottages near thereto, and four acres of luxuriant Garden-ground adjoining, situate at Caldecote, only one mile distant from the preceding property, and equi-distant with the capital market-town of Biggleswade, eight miles from the county town of Bedford, and only forty-seven miles from London, on the Great North Road.

Printed particulars, with plans, may be obtained on the premises, at Caldecote, at the principal inns in the neighbouring towns; and in London of Messrs. BARKER, ROSE, and NORTON, Solicitors, 50, Mark-lane; of Messrs. GREGORY, FAULKNER, GREGORY, and BOURDILLON, Solicitors, 1, Bedford-row; at Garraway's; and at the Offices of RUSHWORTH and JARVIS, Land Surveyors and Auctioneers, Saville-row, Regent-street, and 1, Change-alley, Cornhill.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 10th day of August, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 72.]

SATURDAY, AUGUST 17, 1844.

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TO LEND, on Freehold Landed Security, 26,000*l.* at Three-and-a-Half per Cent.

Apply to Messrs. KEEN and HAND, Stafford.

Money Wanted.

MONEY.—A young respectable Householder is desirous of obtaining a LOAN of 100*l.* or upwards (as might be arranged), at moderate interest, upon his bond, and the deposit of the lease of his dwelling-house (lately put into thorough repair). Ample references can be given. Bonâ fide parties only are requested to reply.

Address to G. A. care of Mr. BISHOP, Baker, 111, Bishopsgate-street Without.

Situation Vacant.

WANTED, in the Office of a Solicitor in the Country, a good and expeditious COPYING and ENGROSSING CLERK, who has also been accustomed to the usual routine of a Country Office. One who has some knowledge of Magisterial business would be preferred; and his services are required immediately. Unexceptionable references as to competency and character will be required.

Apply, by letter (pre-paid), to A. Z. at Mr. Charles Winter's, Law Stationer, 24, Chancery-lane, London.

Situations Wanted.

LAW.—A Gentleman, between 40 and 50, who has been many years actively engaged in the Profession, and is fully competent to the various duties of Country Practice, particularly Conveyancing, wishes for a permanent engagement as MANAGING CLERK. Satisfactory references will be given.

Apply to X. Y. Mr. L. Laidman's, Receiver of Country Solicitors' Accounts, 119, Chancery-lane, London.

LAW.—A Gentleman thirty-six years of age, liberally educated, well acquainted with his Profession, and capable of conducting an extensive business, is desirous of obtaining a Situation in a respectable Country Office as MANAGER, with a view ultimately to a PARTNERSHIP. To any gentleman who may be desirous of gradually withdrawing from the arduous part of the profession, or where illness may prevent constant attention to business, the advertiser's services would be very advantageous.

Address, in the first instance, to Mr. F. ROWLANDS, Post-office, Stone, Staffordshire.

LAW.—Wanted, by a young man of respectable connections, and of sober and punctual habits, a situation as COPYING AND ENGROSSING CLERK, and to assist in the general routine of a Country office, more especially in the Land, Assessed Tax, and Property Tax departments, and can undertake their general management. Has been upwards of nine years employed in offices of great respectability, and can be well recommended.

Address (prepaid) to A. B. No. 19, Brunswick-terrace, Windsor, Berks.

LAW.—WANTED a Situation as MANAGING CLERK in a Solicitor's office, or in any other capacity in which his services might be most useful, that of Copying Clerk excepted.

Address X. Y. Z. at Mr. Inkpen's, Builder, New Bridge-street, Vauxhall, London.

LAW.—WANTED, by a Gentleman who has recently passed his Examination, a SITUATION in a Country Solicitor's Office of respectability, where he would have the entire management, or management under the superintendence of the Principal, of the Conveyancing Department, and the usual routine of Common Law in a Country Office. Present employment and the attainment of additional experience of more consequence than salary. An Office not far from London, or in Kent, would be preferred. The Advertiser is willing to treat for the Purchase of a Partnership or Practice. None but Principals will be treated with.

Address, post paid, A. K. L., LAW TIMES Office, Essex-Street, Strand.

Partnerships Wanted.

WANTED, a PARTNER with 3000*l.* to carry out a well-tested and highly profitable invention in machinery, for the manufacture of an article in general consumption, and yielding a large and certain profit.

For particulars, apply by letter to C. S. care of Messrs. White and Borrett, 35, Lincoln's-inn-fields.

LAW PARTNERSHIP.—Wanted, a PARTNER—a young man of active and sober habits. Advantageous terms will be offered.

Apply to A. B. LAW TIMES Office, Essex-street, Strand.

Practice for Sale.

TO SOLICITORS.—To be DISPOSED OF, in a market town in one of the Home Counties, a small, but respectable and increasing, PRACTICE; together with the Law Library, and the household and office furniture. Satisfactory reasons will be given for its being disposed of.

Application, by letter only, post-paid, to be addressed to W. C., LAW TIMES Office, 29, Essex-street, Strand, London.

TO COUNTRY SOLICITORS.—Wanted by an established Solicitor in London, a few respectable Agencies to be undertaken on terms advantageous to the Country Practitioner.

Address, Lex, LAW TIMES Office, Essex-street, Strand.

ESTABLISHED IN 1834.

GRAYSTON and EARLE, British and Foreign STOCK and SHARE BROKERS, York.

Legal Notice.

LANCASHIRE INTERMEDIATE SESSIONS.—NOTICE IS HEREBY GIVEN that the GENERAL SESSION of the PEACE for the County Palatine of LANCASTER, for the Trial of Persons committed and held to bail on charges of felony and misdemeanor, will be held at the Court House in Preston, on Friday, the 13th day of August, instant, at ten o'clock in the forenoon; and at the New Bailey Court House in Salford, on Monday, the 2nd day of September next, at ten o'clock in the forenoon. GORSTS and BIRCHALL,

Clerk of the Peace's Office, Preston, Dep. C. P.
13th August, 1844.

NATIONAL TESTIMONIAL to Mr. ROWLAND HILL, Author of the Penny Postage. Under the Management of the City of London Mercantile Committee on Postage.

Sir GEORGE LARPENT, Bart. Chairman and Treasurer.

The committee engaged in this undertaking beg to intimate to the several provincial committees and others, who are co-operating with them, that it is their wish to close the subscriptions early in the ensuing month of September.

To those who have not yet contributed, the committee again appeal for their subscription, in the confident expectation that few would wish the opportunity of rewarding the author of a plan which has conferred such great social, moral, and commercial benefits on the country, to pass by without their having taken part in it.

When the collection is completed, the mode in which the amount raised is to be presented to Mr. Hill will be determined, and made known to the public.

Subscriptions may be paid through any of the London Banks, or remitted by Post-office orders, stamps, or otherwise, to the Secretary, Mr. GEORGE WANSEY, Solicitor, No. 3, Lothbury, London.

To be Sold.

Albion-square, Queen's-road, Dalston.

MR. JOS. WARE is instructed to SELL by PRIVATE CONTRACT, Two RESIDENCES of substantial erection, and pleasantly situate in the above respectable locality.

Particulars on application at the Auction and Estate Offices, 48, Old Broad-street.

COTTAGE for SALE in Old Brompton.—To be sold a neat seven-roomed detached Cottage, with garden and all other conveniences, in the best part of Old Brompton.

Apply to Mr. FULLER, 18, Gloucester-grove, Old Brompton.

TO CAPITALISTS.—To be SOLD, by PRIVATE CONTRACT, a small FREEHOLD PROPERTY in an eligible situation in Sussex, which would realise 4½ per cent. to the purchaser.

For particulars, address Z. L., Post-office, Tonbridge, Kent.

TO be SOLD, by PRIVATE CONTRACT, in pursuance of an Order of the Court of Chancery, all that LEASEHOLD MESSUAGE, or Tenement, Buildings, and Premises, being No. 98, Hatton-garden, in the parish of St. Andrew, Holborn, in the county of Middlesex, together with the fixtures, adapted furnitures, and implements and utensils of trade therein, late the property of Thomas Danks, of Hatton-garden aforesaid, carpet manufacturer, deceased, for all the residue now to come of a term of 60 years, commencing from the 25th day of March, 1826, subject to the annual rent of 90*l.* The above premises are let to Messrs. Cumming, carpet dealers, at the improved rent of 160*l.*

For further particulars and to treat for sale apply to Messrs. TOOKE, SON, and HALLOWES, Solicitors, 39, Bedford-row.

To be Sold.

ASHFORD, near Staines, fifteen miles from Hyde-park.—Superior Farm, Mansion, and Grounds, tithe free, and land-tax mostly redeemed.

MESSRS. ADAM MURRAY and SONS beg to announce that they are directed to SELL by PRIVATE CONTRACT, a very eligible FREEHOLD ESTATE, in a dry and healthy situation, and genteel neighbourhood, about three miles from Staines, and seven miles from Windsor, comprising a neat, gentlemanly Mansion, with attached and detached domestic offices, pleasure grounds, paddock, walled garden and hothouse, greenhouse, fish-pond, double coach-house, and six-stalled stable, every convenience for the comfortable residence of a family. The house contains a drawing-room and a dining-room, of good dimensions, library, nine spacious and cheerful bedrooms, housekeeper's rooms, entrance-hall, butler's pantry, large kitchen, and cellaring. Also, an excellent Farm, let on lease, which expires 25th March next, containing 228 acres of productive arable, meadow, and pasture Land, with a convenient farm-house, barns, stables, and other suitable agricultural buildings and labourers' cottages; together with several copyhold cottages and gardens.

For further particulars apply to Messrs. ADAM MURRAY and SONS, Surveyors and Land Agents, 47, Parliament-street, London, of whom cards to view the estate may be obtained.

NORFOLK.—DUNHAM LODGE (lately the residence of Sir CHAS. M. CLARKE, Bart. who has left Norfolk).—To be SOLD by PRIVATE CONTRACT, a very valuable FREEHOLD ESTATE, situate at Little Dunham, five miles from Swaffham, and eight from East Dereham, in the county of Norfolk, consisting of a capital mansion house, called "Dunham Lodge," with stabling for eleven horses, gardens, shrubberies, and green-house, entrance-lodge, keeper's cottage, bailiff's house, and excellent farm-buildings, and three hundred acres (or thereabouts) of very superior land lying round the house in a ring fence, of which 180 acres are arable, 70 acres are pasture, and 50 acres are woodland, abounding with game.

Also, the MANOR of LITTLE DUNHAM, extending over 1,800 acres of land, with the fines and quit rents thereto belonging.

The mansion, which stands in the centre of a small park, beautifully studded with timber, comprises a drawing-room, thirty-four feet long, and dining-room and library of ample dimensions, with mahogany doors; gentleman's morning-room, four best bed-rooms, and three dressing-rooms, approached by a handsome stone staircase, seven other bedrooms, and well-arranged domestic offices.

The furniture and the farming-stock and crops to be taken at a valuation.

The property is within two hours' drive of the Brandon station of the Eastern Counties Railway.

Immediate possession will be given.

For price and further particulars, apply to Messrs. GOODWIN, PARTRIDGE, and WILLIAMS, Solicitors, Lynn, at whose office a Plan of the property may be seen.

To be Let.

PLASHET.—To be LET, for a term of years or otherwise, a very substantial RESIDENCE, standing in its own grounds of twenty acres of land (in first-rate pasture and gardens), well suited for a Dowager Lady, or retired or aged Nobleman, containing all the accommodation required in the arrangements of established families employing a large household and occupying a mansion of sixteen or eighteen apartments. Stabling, farm-buildings, &c. on a suitable scale for carriages and stock. The situation is unexceptionably dry, the air is soft and bracing, and in salubrity not to be excelled in the environs of London, especially as a winter residence. Rent, 300*l.* per annum, including fixtures to a large amount, and 50*l.* in cottages on the estate.

For particulars apply to Mr. MAXON, 6, Little Friday-street; or Messrs. GILLOW, 176, Oxford-street.

Sales by Auction.

Valuable Mining Property, situate in the Forest of Dean, Gloucestershire.

MESSRS. BROOKS and GREEN have received instructions to SELL by AUCTION, at the Mart, on Wednesday, August 28, at Twelve (unless in the meantime disposed of by private contract), all those GALES or GALEWORKS known as the Scowles Iron Mine, situate at Coleford, Gloucestershire, with two newly-sunk shafts. The iron ore is of the richest quality, and the present very flourishing state of the iron trade combines to render this a very eligible opportunity for any gentleman of moderate capital seeking to realise a handsome income from a lucrative and agreeable occupation.

Printed particulars may be had at the Coleford Inn, Coleford; the Booth Hall, Gloucester; of J. H. HOWARD, Esq. Solicitor, Cheltenham; and of Messrs. BROOKS and GREEN, Estate-agents, Surveyors, and Auctioneers, 28, Old Bond-street.

New Publications.

Published on the 1st and 15th of every Month, in 32 large pages, and 64 columns, price 6d. only, or 7d. stamped, a new and interesting work, entitled

THE CRITIC Journal of British and Foreign Literature and the Arts: a Guide for the Library and Book-Club, and Bookseller's Circular.

No. XV. (New Series), for August 15th, contains—

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Sydney Smythe's Historic Fancies.
Biography—
Public and Private Life of Lord Eldon.
Science—
Connection between Physiology and Intellectual Philosophy.
The London Medical Gazette.
Talbot's Pencil of Nature.
Fiction—
Cecil, von Ida Grafin Hahn-Hahn.
The Grandfather.
Maurice of Saxony.
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The North American Review.
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To be had, by order, of all Booksellers in Town and Country. Published at the Office, 29, Essex-street, where Books, Works of Art, and Advertisements, are to be sent.

LAW TIMES Edition of IMPORTANT STATUTES.

The Third Edition of the REGISTRATION of ELECTORS ACT; embodying the unrepealed portions of the Reform Act and the other Statutes, with an Introduction and Copious Index.

By EDWARD W. COX, Esq.
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THE ACTS FOR REGULATING JOINT STOCK COMPANIES.

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WELLS'S EDITION OF THE NEW ACTS FOR ABOLISHING IMPRISONMENT FOR DEBT, &c.

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THE NEW ACTS relating to INSOLVENT DEBTORS, and arrangements between DEBTORS and CREDITORS; with remarks on their effect on the interests of Debtors and Creditors, an explanation and analysis, and a copious Index.

By M. L. WELLS, of the Middle Temple, esq.
Barrister-at-Law.

London: Simpkin, Marshall, and Co. and all Booksellers.

Shortly will be published,

THE NEW POOR LAW AMENDMENT ACT, with an Introduction and Notes,

By GEORGE COODE, Esq. of the Inner Temple,
Assistant Secretary to the Poor Law Commission.

London: Charles Knight and Co. Ludgate-street, Publishers (by authority) to the Poor Law Commissioners.

IMPRISONMENT FOR DEBT.—A SUPPLEMENT, containing the whole of the New Act relating to Imprisonment for Debt, will be presented gratis to the purchasers of the ATLAS of Saturday next, August 17. Advertisements will be received at the office until eight o'clock the previous evening.

Published at 6, Southampton-street, Strand, and by all respectable newsmen and booksellers.

Price 1s. the People's edition of

CONSTIPATION (costiveness) DESTROYED, or Exposition of a NATURAL, simple, agreeable, and infallible MEANS, not only of OVERCOMING, but also of completely destroying habitual Constipation, without using either purgatives, injections, or baths (discovery recently made in France by M. Warton), followed by numerous certificates from eminent physicians and other persons of distinction. The same edition, free by the post, 1s. 6d. Large 8vo. edition, 2s. 6d., or free by the post, 3s. 6d. Sold by James Youens and Co., Tea-dealers, 45, Ludgate-hill, London, and by all booksellers in the United Kingdom.

New Publications.

This day is published, price 1s.

AN ACT to SIMPLIFY the TRANSFER OF PROPERTY, 7 & 8 Vict. c. 76, with Notes, explaining the alterations in the law.

By JAMES STEWART, of Lincoln's-inn, Esq. Barrister-at-Law.

E. Spettigue, 67, Chancery-lane.

NEW INSOLVENT PRACTICE.

Just ready.

THE LAW and PRACTICE of INSOLVENTS in the BANKRUPT COURT, according to the 5 & 6 Vict. c. 116, as amended by 7 & 8 Vict. c. 96; arranged under various heads, with Cases and Explanatory Notes; and an APPENDIX of STATUTES, including the Debtor and Creditor Act, ORDERS, &c. with References to the Notes; and a copious Index.

By S. C. HORRY, Esq. Barrister-at-Law.

London: Charles Reader, Law Bookseller, 29, Bell-yard, Lincoln's-inn.

Sales by Auction.

SALE POSTPONED UNTIL THE 30TH INST.

BEDFORDSHIRE.—Very eligible Freehold Estates, in the Parish of Sandy, cultivated as Garden-ground, and offering to Trustees safe and profitable Landed Investments, not to be influenced by any change in the Corn Laws; also a Freehold Family Residence and other Property at Caldecote; the whole tithe-free and land-tax redeemed.

MESSRS. RUSHWORTH and JARVIS are instructed by the Mortgagees, with the concurrence of the Devisees in Trust under the will, to SELL by AUCTION, at Garraway's, on Friday, August 30, at Twelve, in fifteen lots (unless previously disposed of by Private Contract), a very desirable FREEHOLD PROPERTY, comprising 170 acres of Land, with two Farm Homesteads, situate at Beeston, in the parish of Sandy, a district proverbial for the remarkable richness and fertility of the soil, and highly valuable as garden-ground; a portion of which was late in the occupation of the deceased, and the remainder is let on long leases to responsible tenants, at almost incredibly high rents; and substantial additional advantages to the property may be looked for from the newly-projected line of railway direct from London to York, which it is contemplated will pass over the estate.

There are likewise several Cottages, a Wheelwright's Shop, and Beer-house at Beeston-green; also a spacious Family Residence, with possession, in a fine sporting country, and having extensive Stabling and Out-buildings; a Licensed Ale-house, eleven Cottages near thereto, and four acres of luxuriant Garden-ground adjoining, situate at Caldecote, only one mile distant from the preceding property, and equi-distant with the capital market-town of Biggleswade, eight miles from the county town of Bedford, and only forty-seven miles from London, on the Great North Road.

Printed particulars, with plans, may be obtained on the premises, at Caldecote, at the principal inns in the neighbouring towns; and in London of Messrs. BARKER, ROSE, and NORTON, Solicitors, 50, Mark-lane; of Messrs. GREGORY, FAULKNER, GREGORY, and BOURDILLON, Solicitors, 1, Bedford-row; at Garraway's; and at the Offices of RUSHWORTH and JARVIS, Land Surveyors and Auctioneers, Saville-row, Regent-street, and 19, Change-alley, Cornhill.

In Herefordshire, on the borders of Worcestershire, between Hereford, Worcester, and Leominster.—Valuable Freehold Estates, principally Tithe-free, and Land-tax redeemed, comprising 1,100 acres of Arable, Pasture, Orchard, and Hop Land, together with a rent-charge in lieu of Tithes, commuted at 420*l.* per annum.

MESSRS. WINSTANLEY are instructed to offer for SALE by AUCTION, on Tuesday, 27th August, at the Auction Mart, London, in two lots, the following desirable FREEHOLD ESTATES, viz.—Lot 1. The Grendon Court Estate, formerly the residence of the Conyngesby family, consisting of the Grendon, Durrstone, and Lower Egdon Farms, lying exceedingly compact, and comprising 818 acres, tithe free, and land-tax redeemed, with convenient farmhouses and agricultural buildings, situate in the parishes of Grendon and Pencombe, in the county of Hereford, about four miles from the market-town of Bromyard, 10 from Leominster, and nearly half-way between Worcester and Hereford, and a convenient distance from Malvern and Tenbury Spa, in the occupation of respectable tenants, at low rents. Lot 2. The Upper Venn Estate, situate in the parish of Avenbury, two miles from Bromyard and 12 from Worcester, consisting of 179 acres of good arable, pasture, orchard, and hop land, with a suitable farm-house and homestead, let to Mr. James Edwards. The commuted rent-charge in lieu of tithes of the parish of Avenbury of 420*l.* per annum, and sixty acres of glebe land, with cottage, &c.; and 35 acres in the parish of Stanford Bishop, also in the occupation of Mr. James Edwards, the latter, with the exception of about one acre (which is freehold) being copyhold of inheritance of the manor of Froome Bishop. The above farms have the advantage of being intersected with running streams, which at a small expense, might be used for irrigation. The several farms can be viewed on application to the tenants.

Printed particulars, with plans, may be obtained at the principal inns at Bromyard, Worcester, Leominster, Hereford, Liverpool, Manchester, and Birmingham; of THOMAS BARNEBY, Esq. Solicitor, Worcester; and in London of Messrs. WHITMORE, ROUMIEU, and WALTERS, Solicitors, 9, New-square, Lincoln's-inn; at the place of sale; and of Messrs. WINSTANLEY, Paternoster-row.

VALUABLE FREEHOLD ESTATES, MONTGOMERYSHIRE.—To be SOLD by AUCTION, in the month of September next, several very valuable and extensive FARMS, in the parishes of Llanfyllin, Llahnrhaiadr, Pennant, and Llanwyddyn, in the county of Montgomery, and Two Pieces of excellent Meadow Land, in Melverley, Salop.

Particulars will be duly announced, and any further information may be had on application to Mr. T. LLOYD ROYLE, Solicitor, Llanfyllin.

Sales by Auction.

WORCESTERSHIRE.—Particulars of the

PERPETUAL ADVOWSON and NEXT PRESENTATION to the Parish Church and PERPETUAL CURACY of BENGEWORTH, in the county of Worcester; which will be SOLD by AUCTION, by Mr. GEORGE ROBINS, at the Auction Mart, London, on Thursday, the 29th day of August, 1844, at Twelve o'clock. The parish of Bengeworth is situate on the banks of the Avon, and in the centre of the celebrated Vale of Evesham, and immediately adjoining that agreeable market-town. Bengeworth is situate 95 miles from London, 15 miles from Cheltenham, 15 miles from Worcester, and 28 miles from Leamington Spa. The population of the parish is 1,100. The church is in excellent repair, and can accommodate 450. The net income is 180*l.*, which consists of 158*l.* arising wholly from the rents of land, and of two small tenements, and not from tithes. There is in addition a sum of 10*l.* allowed annually by an adjoining parish towards the expense of an evening service; and about 10*l.* further is received from surplice and other fees. The present incumbent is in his 72nd year, and there is a prospect of early possession. There is no residence, but a good house may be easily obtained at a moderate rent in the town or neighbourhood, and there are eligible sites for building on land belonging to the church.

Particulars, with the conditions of sale, may be obtained on and after the 20th August inst. at the Clerical Registry, No. 14, Surrey-street, Strand, London; of G. P. Pocock, esq. Solicitor, No. 10, Norfolk-street, Strand; of Messrs. Brunton and Whiting, No. 11, New Inn, Strand; at the Mart; and of Mr. GEORGE ROBINS, at his Offices, Covent Garden.

WORCESTERSHIRE.

PARTICULARS of SALE of a very valuable CROWN CHURCH PREFERMENT (permitted to be sold under 1 & 2 Vict. cap. 106), being the Next Presentation to the United Rectories of Saint Andrew, Saint Mary Witton, and Saint Nicholas, in the borough of Droitwich, in the county and diocese of Worcester.

Droitwich is one of the principal stations on the Birmingham and Gloucester Railway, being twenty miles from Birmingham, and seven miles from Worcester, bringing the metropolis consequently within a few hours' ride of this desirable living; and is remarkable for its salt springs and salubrious baths, which are daily raising the town in importance and respectability. The tithes are commuted for a rent-charge of 281*l.* 2s. which, together with twenty acres of glebe land, fees, &c. produce the annual income of 366*l.* 12s.; in addition to which there are two valuable contingencies, amounting to the further sum of 80*l.* per annum, possessed by the present incumbent, and which a future rector would in every probability also enjoy.

There is an excellent Rectory House, in good and substantial repair, adjoining the church: it consists of an entrance-hall, parlour, kitchen, and back kitchen, on the ground floor, of three good bed-rooms, and a small one on the first floor, and there is a small garden behind. The Population, 1,350. —The incumbent is in his 50th year.—Outgoings, 24*l.* 13s. 10d. It will be SOLD by AUCTION, by Mr. GEORGE ROBINS, at the Auction Mart, opposite the Bank of England, on Thursday, the 29th day of August, 1844, at Twelve o'clock.

Particulars and conditions of Sale to be had at the Office of the Clerical Registry, 14, Surrey-street, Strand; of Messrs. BRUNTON and WHITING, Solicitors, No. 11, New Inn, Strand; of G. P. POCOCK, Solicitor, 10, Norfolk-street, Strand; at the Auction Mart; and at Mr. GEORGE ROBINS'S Offices, Covent Garden.

TO be SOLD by AUCTION, by Mr. FRANCIS STAMP, pursuant to an order of the High Court of Chancery, made in a cause *Hancock* v. *Nicholson*, and *Cawkwell* v. *Rennardson*, with the approbation of Nassau William Senior, esq. one of the Masters of the said Court, on Tuesday, the 22nd day of October, 1844, at Twelve o'clock at noon precisely, at the George Inn, Whitefriar-Gate, Hull, certain FREEHOLD and COPYHOLD ESTATES, comprising altogether about 63a. 0r. 32p. of Freehold, and 18a. 0r. 33p. of Copyhold, situate at Burstwick and Skeckling, in Holderness, in the East Riding of the County of York, late the property of Mrs. Mary Nicholson, deceased.

Printed particulars and conditions of sale (which are in course of preparation) may be had (gratis) at the said Master's Chambers, Southampton-buildings, Chancery-lane, London; of Messrs. HUMPHRYS, KEIGHTLEY, and PARKIN, 45, Chancery-lane, London; of Messrs. COVERDALE and LEE, 4, Bedford-row, London; Mr. JAMES IVESON, Solicitor, Hedon; Mr. ABRAHAM DUNN, Solicitor, Hedon; and of

Messrs. DRYDEN, SON, and ROLLIT,
Solicitors, Hull;

and at the place of sale.

NEAR BURTON CRESCENT.— GROUND-RENTS amounting to 87*l.* a-year, held direct from the Skinners' Company for 60 years, at 9*l.* per annum, by Mr. MASON, on Friday, August 30, at Twelve, at Garraway's, in three Lots, by order of the executors of Thomas Porter, esq. deceased. An improved GROUND-RENT of 19*l.* issuing from a triangular plot of Ground in South Crescent Mews, Marchmont-street, upon which is erected the four Houses Nos. 31, 32, 33, and 34, a six-stall stable, loose box, coach-house, dwelling-rooms and loft over, in the occupation of Mr. Hooper, job master, with other stabling at back. A ditto, of 87*l.* 18s. arising from Mr. Bowie's spacious cabinet manufactory, in the same Mews, with ware-room over, wood-house, three-stall stable, and coach-house. A ditto of 21*l.* 2s. secured upon a corner house, with two three-stall stables, coach-houses, and rooms over, in Crescent Mews, North, within a few yards of the New Road.

Particulars may be had of Mr. NICHOLLS, Kentish Arms, corner of the Mews, in Mabledon-place; of Messrs. OVERTON and HUGHES, Solicitors, Old Jewry; of Mr. BOULTON, Solicitor, Northampton-square; Angel, Islington; and of the Auctioneer, Norton-Folgate.

Sales by Auction.

VALUABLE FREEHOLD and COPY-HOLD PROPERTY near CLITHEROE.—The following very valuable Freehold and Copyhold Estates situate in Slaidburn Newton, in Bowland, and Eazington, in the West Riding of the County of York, will be offered for SALE by PUBLIC AUCTION, by Mr. JOHN HAWORTH, early in the Spring of the year 1845, either altogether or in the following or such other Lots as shall be agreed upon at the time of Sale.

The Estates lie near to the populous Market Towns of Clitheroe, Gisburn, and Settle, and comprise several compact and very desirable Farms, containing altogether 583 acres, 2 roods, and 8 perches, or thereabouts, statute measure; together with the Wastes and Waste Lands and Rights of Common, Common of Pasture and Turbury; also Slaidburn Water Corn-Mill, at which the tenants, residents, and inhabitants of the manor of Slaidburn are bound to grind their corn, grain, and malt.

Lot 1.—The Gamble Hole Estate or Farm, in Newton in Bowland, in occupation of Mr. Thomas Woodcock, as tenant thereof, and comprising dwelling house, barn, stable, shippon, turf-house, and other buildings, and the following fields or closes of land, viz.:—

	A.	R.	P.
Eighth Acre	9	3	0
Part of Eighth Acre	5	3	30
Great Moor Close	46	0	23
Silver Lands	5	2	38
Croft	1	2	1
Fold	1	0	9
Jack Field	10	1	8
Well Field	13	0	14
Plantation	0	0	35
Ditto	2	1	10
Lower Wood Field	6	0	12
Higher ditto	6	3	3
Higher near Stephen Field	4	2	14
Lower near Stephen Field	8	2	36
Higher Stephen Field	4	2	38
Lower far Stephen Field	7	1	1
	134	0	32

Lot 2.—The Brunghill Moor Estate, in Newton aforesaid, in the occupation of William Carr, as tenant, and comprising the dwelling-house, barn, stable, shippons, and other out-buildings:—

	A.	R.	P.
Brow	8	0	26
Middle Copy	11	3	27
Cross Rigs	29	0	2
Near Buildings	0	0	15
Field before Door	6	2	27
Meadow	5	0	24
Back Copy	15	3	31
	86	3	32

Lot 3.—The Brownhills Estate, in Newton aforesaid, in the occupation of Messrs. Thomas and John Woodcock, as tenants, and comprising the dwelling-house, barn, stable, shippon, and other buildings:—

	A.	R.	P.
Back Field	6	0	9
Stubble	3	1	18
Meadow	7	2	2
New Farm House	0	0	35
Gill Field	4	2	31
	21	3	15

Lot 4.—The New Close Estate or Farm, in Slaidburn aforesaid, in the occupation of James Pindar, as tenant, and comprising the dwelling-house, barns, stable, shippons, and other outbuildings, and the following closes of land, viz.:—

	A.	R.	P.
Site of Building and Fold	0	1	0
Row Moor Close	7	3	6
Little Heak Hills	14	3	34
Great Heak Hills	22	1	9
Field back of the House and Little Field	10	2	26
Little Wood	10	3	0
Home Meadow	12	0	20
New Break	11	0	17
Woods	12	0	9
Woods	4	1	35
Marshes	7	0	10
Middle Meadow and Barn	14	1	24
Marshes	22	1	6
Marsh Meadow	24	0	28
	174	1	24

Lot 5.—The Colly Holme Estate or Farm, in Slaidburn aforesaid, in the occupation of John Parker, as tenant, and comprising the dwelling-house, barn, stable, shippon, and other out-buildings, and the following closes of land, viz.:—

	A.	R.	P.
Great Spencer Field	13	1	2
Black Copt Hill	4	0	9
Copt Hill	28	0	2
Little Spencer Field	7	2	25
Spencer Wood	4	3	31
Spencer Holme	2	1	39
Far-plat Clough Hill and New Break	41	1	27
Little Barn Field	11	2	22
Hollins Meadow	16	2	25
Harker Holme	7	0	12
Joe Wood	3	0	2
Great Holme	12	3	38
Great Barn Field	18	0	21
	166	0	25

Lot 6.—All that Water Corn-Mill, called Slaidburn Mill, with the kiln, maltshire, stable, cottage, garden, waste lands, walls, goits, wears, dams, cuts, lodges, reservoirs, wheels, going gear, machinery, and apparatus thereunto belonging, situate in the township of Slaidburn, and lately in the occupation of Joseph Wharf, but now untenanted.

The tenants, residents, and inhabitants of the towns and hamlets of Slaidburn, Woodhouse, Highfield, Newton, Slewinecrow, and Knowmere have immemorially been accustomed and still ought to grind all their grain, malt, and corn at the said mill, which said usage was confirmed, settled, and established by certain decrees made in the Duchy Court of Lancaster, at Westminster, in the 17th year of the reign of King James the First, and by an Act of Parliament made and passed in the fourteenth year of the reign of King Charles the Second. The said mill is subject to the payment of the yearly fee-farm rent of 4*l.* 6*s.* 8d.

Lot 7.—A Dwelling-house and Shop with the appurtenances at Slaidburn, in the occupation of Richard Jackson.

Lot 8.—A Cottage and Garden at Slaidburn, in the several occupations of James Heyes and James Hargreaves.

Lot 9.—A Cottage and Garden at Slaidburn, in the occupation of Matthew Isherwood.

Lot 10.—A Cottage and Garden at Newton, in the occupation of the Overseers of Newton; also a small Croft or Field at Newton, in the occupation of Thomas Veevers; and two gardens at Newton, adjoining thereto, in the several occupations of Richard Walker and Henry Fairclough.

Lot 11.—The materials and sites of two old cottages, and a garden at Newton, with the appurtenances, formerly occupied by Joshua Parsons, which premises adjoin on the south-west side to a dwelling-house or cottage belonging to Mr. Leonard Wilkinson, and in the occupation of Lawrence Marsden.

The respective tenants will shew the estates, and further information may be obtained of Mr. Henry Smith, of Booths-Town, Worsley, near Manchester, cotton spinner; Messrs. John Ashworth and Sons, Turton, near Bolton; Mr Edward Scott, Solicitor, Wigan, and of Mr. George Whitehead, or Messrs. T. A. and J. Grundy, Solicitors, Bury, Lancashire, of whom may be had printed particulars and lithographic plans of the property.

DESIRABLE INVESTMENT.—Freehold Estate at Dadlington, in the County of Leicester.—To be SOLD by AUCTION, by Mr. JAMES HOLLIER, on Tuesday, the 27th day of August, 1844, at three for four o'clock in the afternoon, at the Three Horse-shoes Inn, in Stoke Golding (by order of the assignees of Michael Hall, a bankrupt, and free from auction duty), a valuable FREEHOLD ESTATE, comprising a good Farm-house, with all requisite and convenient Farm Buildings, Yard, Garden, and several closes of excellent Arable, Meadow, and Pasture Land, containing together 94a. 2r 33p. (more or less), situate in the parish or township of Dadlington, in the county of Leicester, known by the name of Dadlington Farm, in the following or such other lots as may be declared by the vendors at the time of sale, and subject to such conditions as will be then produced, viz.—

LOT 1.

No. on the plan.		Cultivation.	a.	r.	p.
1	House and Homestead, &c.		0	2	8
2	Orchard		0	3	19
3	Waggon Hovel Close	arable	6	3	7
4	Little Brook Field	arable	3	3	1
5	House Close	pasture	10	1	33
6	Second Daisey Close	arable	4	1	20
7	First Daisey Close	arable	4	2	1
8	Big Close	arable	9	1	18
9	Marlpit Close	arable	6	1	1
10	Road Close	arable	6	0	3
11	Four Oaks	arable	4	2	20
12	Fenne Meadow	meadow	8	2	10
			66	0	21

LOT 2.

13	Nether Gorse	arable	5	0	37
14	Far Gorse	arable	6	1	28
15	Orchard Close	arable	5	0	16
16	Finger Post Close	arable	5	0	21
			21	3	22

LOT 3.

17	Shenton Close	pasture	3	3	22
18	Shenton Meadow	meadow	2	3	8
			6	2	30
	Total		94	2	33

The Estate is situate four miles from Hinckley, six from Atherston, and fourteen from Leicester.

To view the Estate, apply to Mr. Freith, the landlord of the Three Horse-shoes Inn, Stoke Golding.

Any sum not exceeding two-thirds of the purchase-money may remain on the Estate.

For further particulars and lithographed plans of the Estate, apply at the offices of Mr. CHRISTIE, Official Assignee, Birmingham; Mr. JARVIS, Solicitor, Hinckley; Mr. FRANCIS SANDARS, Surveyor, Derby; or Mr. MOSS, Solicitor, Derby.

NEWARK-UPON-TRENT, NOTTS.—DESIRABLE INVESTMENT.—To be SOLD by AUCTION, by Messrs RIDGE, at Gilstrap's Hotel, Newark, on Wednesday, 28th August, 1844, at Five o'clock in the afternoon, in eight lots, a very valuable ESTATE, situate in the parish of Balderton, in the county of Nottingham, comprising a Messuage or Farm-house, Malting Office, and Farming Buildings, and about Ninety-seven Acres of Arable and Pasture Land in the highest state of cultivation, now in the occupation of Mr. John Clarke, who is under notice to quit at Lady-day next.

The estate, the land-tax on which is redeemed, is situate within a very short distance of the town of Newark, and is copyhold of the manor of Newark, fine certain.

Particulars and conditions of sale may be obtained, fourteen days prior to the sale, on application to Messrs. GOODWIN, PARTRIDGE, and WILLIAMS, Solicitors, Lynn, Norfolk; Messrs. TALLENTS and BURNABY, Solicitors, and the Auctioneers, Newark; and at the principal Inns in the Neighbourhood.

City-road.—Net secure rent of 28*l.* for 59 years.—By Mr. MASON, on Friday, August 30, at Twelve, at Garraway's,

COMMANDING PREMISES, with double-fronted Shop, private entrance, cellaring, paved yard, &c. 2, Cross-street, Westmorland-place, where the business of an Oil and Colourman has been established half a century, let on lease to a responsible tenant, at 35*l.* per annum, and held at 7*l.*

Particulars may be had of J. WATSON, Esq. Solicitor, 27, Worship-street, Finsbury, and of the Auctioneer, Norton-Folgate.

Sales by Auction.

GRAY'S-INN-ROAD.—Secure improved Ground Rents of 121*l.* 9*s.* per Annum, arising from respectable property held (by four leases) direct from the Freeholder for near fifty years, by Mr. MASON, on Friday, August 30, at Garraway's (pursuant to the directions in the will of Thomas Porter, esq. deceased), in four Lots, Eleven well-built Houses, Nos. 16 to 26, on the south side of Cromer-street, some of which have shops, and several with workshops; also, the Eight Cottages in Caroline-place, behind, let by leases to responsible tenants at 181*l.* 13*s.*, and held at 60*l.* 4*s.* per annum.

Particulars may be had at the Angel, Islington; of Mr. BOULTON, Solicitor, Northampton-square; of Messrs. OVERTON and HUGHES, Solicitors, Old Jewry; at the place of Sale; and of the Auctioneer, Norton-Folgate.

TO be peremptorily SOLD, pursuant to a Decree of the High Court of Chancery, in a cause *Price* v. *Blakemore*, with the approbation of William Wingfield, esq. one of the Masters of the said court, at the Lion Inn, Shrewsbury, in the county of Salop, on Friday, the 20th day of September, 1844, at three o'clock in the afternoon, in one lot, a FREEHOLD ESTATE, called "Hampton Hall," comprising a capital Messuage, or Mansion-house, with suitable offices and outbuildings, yards, gardens, shrubberies, &c. Also, two other Messuages and Outbuildings, and three Cottages, together with sundry pieces or parcels of Arable, Meadow, and Pasture Land, containing together, by admeasurement, 407 acres (be the same more or less), situate at Brockton, in the parish of Worthen, in the said county of Salop

Particulars of sale, with lithographic plans attached, may be had (gratis) in London, at the said Master's Chambers, in Southampton-buildings, Chancery-lane; of Messrs. PINNIGER and WESTMACOTT, Solicitors, 1, Gray's-inn-square; Messrs. CLARKE, MEDCALF, and GRAY, Solicitors, 20, Lincoln's inn-fields; Mr. R. V. W. WILLIAMS, Solicitor, 3, Paper-buildings, Temple, Mr. DEAN, Solicitor, 16, Essex-street, Strand, Mr. HAMMOND, Solicitor, 16, Furnival's-inn. and in the country, of Messrs. HAYWARD and BROUGHALL, Solicitors, Oswestry; Mr. R. T. CROXON, Solicitor, Oswestry, Messrs. LONGUEVILLE and WILLIAMS, Solicitors, Oswestry; Mr. C. B. TEECE and Mr. R. WACE, Solicitors, Shrewsbury; Mr. BURD, Land Agent, Whistone Priory, near Shrewsbury; at the Place of Sale, and at the principal Inns in Shrewsbury, Welshpool, Montgomery, and Oswestry

The Estate may be viewed on application to the tenants; and any further information may be obtained of Messrs. HAYWARD and BROUGHALL, Oswestry.

TO be PEREMPTORILY SOLD, pursuant to an ORDER of the HIGH COURT of CHANCERY, made in a cause *Beanland* v. *Hallewell*, with the approbation of Samuel Duckworth, esq. one of the Masters of the said court, at the Albion Hotel, in Bradford, in the county of York, on Friday, the ninth day of September next, at six o'clock in the afternoon, in seven lots, certain FREEHOLD ESTATES, consisting of a Steam Corn-mill, with outbuildings, four cottages, and about five acres of Land, situate in the township of Great Horton, in the parish of Bradford, in the West Riding of the county of York, late the property of Joseph Beanland, deceased, and now in the occupation of Mr. Joseph Pilling, a farm called Bull Royd Farm, containing about 11 acres of land, situate in the township of Manningham, two cottages at Daisy-hill Lane, and two other Cottages at Snake-hill Lane, in the same township; eight Cottages, with Workshops and Yard, at Low Green; a Dwelling-house, with Out-buildings and Garden, and three Cottages at Lidget Green, all in the township of Great Horton aforesaid; also three Cottages, with Garden and Croft, at Moorhouse Moor; and three Cottages and Gardens at Guide Moor, in the township of Allerton, and a House and Shop at Thornton.

Printed particulars and conditions of sale may be had (gratis) at the said Master's office in Southampton-buildings, Chancery-lane, London; at the offices of Messrs. SUDLOW, SONS, and TORR, Solicitors, Chancery-lane, London; Messrs. WALTER and PEMBERTON, Solicitors, Symond's-inn, London; Messrs. EMMETT and ALLEN, Solicitors, Bloomsbury-square, London; Messrs. TOLSON, Solicitors, Bradford (where a plan of the property may be seen); and Messrs. ALEXANDER, Solicitors, Halifax.

SUDLOW, SONS, and TORR, Chancery-lane,
Plaintiff's Solicitors.

Insurance Companies.

GREAT BRITAIN MUTUAL LIFE ASSURANCE SOCIETY, 14, Waterloo-place, London.

The Chisholm—*Chairman.*
William Morley, esq.—*Deputy-Chairman.*

PECULIAR ADVANTAGES OFFERED TO POLICY-HOLDERS IN THIS INSTITUTION.

An extremely low rate of Premium, without participation in the profits, but with the option, at any time within five years, of paying up the difference between the Reduced Rates and the Mutual Assurance Rates; and thus becoming members of the Society, and entitled to a full participation in the profits.

Extract from the Reduced Scale of Rates, for an assurance of 100*l.* for one year, seven years, and the whole term of life.

Age.	Annual Premium.		
	One Year.	Seven Years.	Whole Life.
	£ s. d.	£ s. d.	£ s. d.
20	1 0 9	1 1 6	1 13 11
30	1 2 9	1 3 3	2 2 1
40	1 6 6	1 7 6	2 16 4
50	1 15 9	2 1 6	4 1 11
60	3 3 5	3 17 0	6 8 3

Full particulars are detailed in the Prospectus.

A. R. IRVINE, Managing Director.

Sales by Auction.

SUFFOLK.—SOMERLEYTON HALL, a first-rate Mansion, standing in a handsomely-timbered park, ornamented with a noble avenue of lime-trees, together with numerous farms, the whole containing nearly two thousand nine hundred acres; several extensive manors, and two valuable advowsons.

MR. W. W. SIMPSON has received instructions from the Lord Sydney Godolphin Osborne to offer for SALE by AUCTION, at the Mart, on Thursday, August 29, at twelve, one of the most extensive and valuable FREEHOLD ESTATES which has been submitted to public competition for many years. It comprehends SOMERLEYTON HALL, a substantial Family Mansion, supposed to have been erected by Sir John Jernegan in the reign of Queen Elizabeth, and forming a handsome specimen of the architecture of that period. Near the mansion, which stands in the centre of the estate in a park of about one hundred and twenty acres, are the beautiful plantations of Wicker Well and Summer House Water, embellished with ornamental trees, evergreens, and shrubs of luxuriant growth, and two extensive sheets of water, surrounded by sloping lawns and pleasing walks, interspersed with fishing-seats, judiciously placed in the most picturesque situations. There is another lake on the estate, whereof above eighty-six acres belong to this property, and on which is the productive Decoy of Ashby.

The estate is admirably adapted for the rearing and preservation of game in all its varieties, and includes Mutfor Wood, containing eighty-two acres, celebrated as one of the best pheasant coverts in the country, and the lakes furnish excellent fishing.

The entire estate contains two thousand eight hundred and sixty-eight acres, consisting chiefly of fertile arable and productive pasture land, including nearly four hundred and thirty acres of marshes, which are invaluable to the upland portions of the estate. The residences, cottages, and farm buildings are of a superior description, and in excellent repair. The land is in a high state of cultivation, and the tenantry generally unexceptionable. The present rental, amounting to 2,728*l.* per annum, is very moderate.

Gorleston Ferry, the water passage over the river Yare, at Southtowns, belongs to the estate, and yields a considerable income, but is at present let at a low rent.

Connected with the property are the Advowsons of Somerleyton and Ashby, extending over two thousand four hundred and twenty-four acres of titheable land, the rent-charge arising from which amounts to 555*l.* per annum.

There is a handsome residence and offices, with extensive pleasure-grounds, plantations, and gardens, on the Rectory of Somerleyton, together with forty-six acres of superior glebe land, and the incumbent is in his 62nd year.

The manorial property extends over the hundreds or half-hundreds of Mutford and Lothingland, with the rights, royalties, and franchises appertaining thereto, including the wreck along the sea-coast in those hundreds, the income of which has, on an average of twenty-one years, amounted to upwards of 330*l.* per annum.

The property has the advantage of a navigable communication with the harbours of Lowestoft and Yarmouth, and also with the city of Norwich. It is situate about five miles from Lowestoft, seven from Yarmouth, eleven from Beccles, and twenty-two from Norwich, and will soon be brought within six hours' journey of the metropolis by means of the railway.

Particulars and plans may now be had (price 1s. each) of G. J. NICHOLSON, Esq. Solicitor, Raymond-buildings, Gray's Inn; of EDMUND NORTON, Esq. Solicitor, Lowestoft; at the Mart; and of Mr. W. W. SIMPSON, 18, Bucklersbury.

ESSEX.—On the borders of Suffolk.—"The Auberies," an important Freehold Mansion and Estate, comprising about 1,400 acres, situate within a mile of the navigable river Stour, which divides the counties, and two miles only from the excellent market-town of Sudbury. The Kelvedon station on the Eastern Counties Railway brings the estate within three hours and a half of the metropolis.

MR. W. W. SIMPSON has received directions from Colonel Merrick to offer for SALE by AUCTION, at the Mart, on Wednesday, the 25th September, at Twelve o'clock, that valuable and much-admired FREEHOLD ESTATE called "The Auberies," with its modern mansion of handsome elevation, seated in a park of 120 acres of delightfully varied and undulating surface, studded with majestic timber, and commanding most extensive and interesting views of the surrounding country. It is environed by pleasure-grounds and plantations of luxuriant growth, in which is an ornamental sheet of water, bridge, and bath-house. The mansion, which opens to a beautiful lawn, flower-garden, and terrace-walk, contains on the principal floor handsome reception and conservatory, en suite, 150 feet in length, and which communicate with an elegant drawing-room. The sleeping-apartments and domestic accommodation are of a most perfect description, and the whole admirably adapted for the residence of a family of distinction. The stabling, coach-houses, and out-offices, are of a commensurate extent. The principal lodge-entrance to the park is on the high London road. The kitchen-gardens, which are of considerable extent, are walled, and planted with the choicest fruit-trees, grapery, and gardener's cottage. The demesne portion of the estate is in hand, and, including the park, consists of about 650 acres. The remainder of the property contains about 750 acres, and is let in four farms to tenants of the first class. The farm-houses, agricultural buildings, &c. upon the entire estate are adapted to the occupations; and the lands, which are highly cultivated, are of deep staple, and, with few exceptions, are of a convertible and productive description. The estate is well stocked with game in all its varieties, and the country is hunted by the fox-hounds of Richard Marriott, esq.

Descriptive particulars of the estate are in preparation. Mr. SIMPSON, however, in the meantime, invites an immediate inspection of the mansion and lands, which may be viewed by cards, on application to Messrs. STEADMAN and SON, Solicitors, Sudbury; Messrs. COX and WILLIAMS, Solicitors, 64, Lincoln's-inn-fields; Messrs. WHARTON and FORD, Solicitors, 64, Lincoln's-inn-fields; Mr. CHARLES H. BRANWHITE, Gestingthorpe, near Halstead (who will shew the estate), and to Mr. W. W. SIMPSON, 18, Bucklersbury.

Sales by Auction.

GREAT YARMOUTH.—Valuable Freehold Marshes, yielding a rent of 250*l.* a year.

MR. W. W. SIMPSON has received directions to SELL by AUCTION, at the Mart, on Thursday, August 29, at Twelve, an exceedingly valuable FREEHOLD ESTATE, forming an unexceptionable investment, consisting of two hundred and fifty-three acres of Marsh Land of a most productive description, together with a dwelling-house and substantial draining-mill thereon, eligibly situate in the parish of Southtown, adjoining the excellent market-town of Yarmouth. These marshes are occupied as accommodation lands by persons resident in the town and neighbourhood, and form a great acquisition to the upland farms in the district. The property is in the occupation of a most respectable yearly tenant, at the moderate rent of 250*l.* per annum.

Particulars and plans annexed may now be had of G. J. NICHOLSON, Esq. Solicitor, Raymond-buildings, Gray's-inn; of EDMUND NORTON, Esq. Solicitor, Lowestoft; at the Mart; and of Mr. W. W. SIMPSON, 18, Bucklersbury.

NORWICH.—Brewery, with Sixty Inns and Public-houses, and other desirable Property.

MR. W. W. SIMPSON has received directions from Messrs. THOMPSON to offer for SALE by AUCTION, at the Mart, on Tuesday, August 27, at Twelve, in one lot, a Valuable and Extensive CONCERN (which has been in the family for upwards of a century), situate in the city of Norwich; comprising a capital residence and brewhouse, with capacious tun-rooms and stores, counting-houses, several large malt-houses, dwelling-houses, cottages, and premises, forming altogether a most extensive and complete establishment, together with upwards of sixty inns and public-houses, and other valuable property situate in Norwich and the neighbourhood.

Nearly the whole of the property is freehold, and generally in excellent repair. The public-houses are all situate in Norwich, except eight, and are in the occupation of industrious tenants.

The Trade of the Brewery amounts on an average of the last three years to nearly 9,000 barrels annually. The plant and utensils are in excellent preservation, and comprise two open coppers gauging respectively 73 and 60 barrels, mash-tun to wet 40 quarters, with machine, hop and under backs six coolers, six working tuns, gauging together about 370 barrels, refrigerator by Grigory, a cast iron liquor back, gauge 228 barrels, a high-pressure steam-engine of six horse power, horsewheel, malt-rollers, powerful liquor and wort engines, vats, and every requisite appendage.

The property may be viewed, and particulars, with plans of the home premises, may be had of Messrs BLAKE, KEITH, and BLAKE, Solicitors, Norwich; of Messrs. WOOD and BLAKE, Solicitors, 8, Falcon-street, London; at the Mart; and of Mr. W. W. SIMPSON, 18, Bucklersbury.

KENT.—Exceedingly valuable Freehold Estate and reputed Manor.

MR. W. W. SIMPSON has received instructions to offer for SALE by AUCTION, at the Mart, on Tuesday, the 27th day of August, at Twelve, the valuable FREEHOLD ESTATE and REPUTED MANOR, called Coombe Farm, situate in the parishes of St. Mary and Allhallows, in the hundred of Hoo, in the county of Kent; comprising a farm-house, with gardens, three cottages, barns, stabling, and other outbuildings, and nearly 380 acres of land, of which 235 acres are arable, 25 upland pasture, and 110 acres of marsh, together with the rent-charge in lieu of rectorial tithes, amounting to 74*l.* per annum, arising from 100 acres of the land, situate in the parish of St. Mary; held by the proprietor of this estate, under the Dean and Chapter of Rochester, at a reserved rent of 30s. per annum, including land-tax. The lease of the tithe is renewable every seven years according to custom, and the last renewal took place at Michaelmas, 1842. The arable lands on this estate, which are of an exceedingly convertible and productive description, are highly cultivated, and adapted to the growth of every variety of white straw and green crop. The marshes are of excellent grazing quality, and are abundantly supplied with fine water in the driest seasons. The farm is in the occupation of Mrs. Sarah Allen and her sons, William and Robert (whose family have held it upwards of half a century), to whom a new lease for fourteen years was granted at Michaelmas, 1842, at an annual rent of 710*l.* which includes the tithe rent-charge of 74*l.* per annum upon the 100 acres.

The property may be viewed. Particulars and plans may be had of Messrs. BRIDGES and MASON, Solicitors, Red Lion-square; at the Mart; and of Mr. W. W. SIMPSON, 18, Bucklersbury.

ESSEX, near MALDON.—Capital Freehold Estate for Investment, yielding a Rent of 271*l.* per annum.

MR. W. W. SIMPSON has received directions from the Devisees in Trust under the Will of the late W. Kenrick, esq. to SELL by AUCTION, at the Mart, on Thursday, August 29, at Twelve, an exceedingly valuable FREEHOLD ESTATE (free of tithe rent-charge), called Stansgate Abbey Farm, situate in the parish of Steeple-cum-Stansgate, about ten miles from the excellent port and market-town of Maldon. It consists of a convenient farm-house in excellent repair, garden, barn, stabling, and other requisite agricultural buildings, together with three hundred and forty-six acres of land, of which one hundred and sixty-one acres are highly productive arable, pasture, and marsh, and one hundred and eighty-three acres of green, formerly salt, marsh, inclosed from the river upwards of thirty years since, and capable of great improvement. The farm is let to Mr. Edward Clay, a most respectable yearly tenant, at a reduced and very low rent of 271*l.* per annum. The marshes and lands generally are abundantly supplied with fresh water, and the river Blackwater, which forms the boundary of a portion of the farm, gives cheap facilities for shipping and re-shipping corn, manures, chalk, &c. to and from the London and other markets.

The property may be viewed. Particulars with plans annexed, may be had of Messrs. WIMBURN, COLLETT, LAURIE, and ATTREE, Solicitors, 62, Chancery-lane; at the King's Head Inn, Maldon; at the Mart; and of Mr. W. W. SIMPSON, 18, Bucklersbury.

Sales by Auction.

Five Advowsons in East Suffolk, yelding together an income of 2,485*l.* per annum, independent of the residences and glebe land attached thereto.

MR. W. W. SIMPSON has received directions from the noble proprietor to submit for SALE by AUCTION, at the Mart, on Thursday, August 29, at Twelve, in Five Lots, the PERPETUAL ADVOWSONS and NEXT PRESENTATIONS to the following valuable RECTORIES, situate near Lowestoft, in the Eastern Division of the county of Suffolk, viz. Blundeston, with Flixton, extending over two thousand one hundred and forty-eight acres of titheable land, the rent-charge on which amounts to 610*l.* per annum, together with a modern Parsonage-house and out-buildings, and about twelve acres of superior glebe land. The incumbent is in his 62nd year, and the population is 626.

CARLTON COLVILLE, extending over one thousand five hundred acres of titheable land, the rent-charge on which amounts to 387*l.* per annum, together with an excellent residence, offices, pleasure-grounds, and gardens, and about eighteen acres of productive glebe land. The incumbent is in his 73rd year, and the population is 800.

LOUND, extending over one thousand two hundred and fifteen acres of titheable land, the rent-charge on which amounts to 407*l.* per annum, together with a capital rectory-house, with suitable offices, lawn, grounds, and plantations, and about twenty-three acres of excellent glebe land. The incumbent is in his 55th year, and the population is 433.

BRADWELL, extending over two thousand two hundred and ninety-four acres of titheable land, the rent-charge on which amounts to 631*l.* per annum, together with a commodious residence and offices, extensive pleasure-grounds and plantations, garden, and glebe land, containing altogether about sixteen acres. The incumbent is in his 69th year, and the population is 274.

OULTON, extending over one thousand eight hundred and eighteen acres of titheable land, the rent-charge on which amounts to 450*l.* per annum, together with a newly-built rectory-house and offices, surrounded by shrubberies, ornamental plantations, and garden, and forty-nine acres of excellent glebe land. The incumbent is in his 44th year, and the population is 534.

The above valuable Advowsons are situate in a neighbourhood distinguished for its beauty and salubrity, as well as for the respectability of the resident gentry.

Particulars may now be had of G. J. NICHOLSON, esq. Solicitor, Raymond-buildings, Gray's-inn; of EDMUND NORTON, esq. Solicitor, Lowestoft; at the Mart; and of Mr. W. W. SIMPSON, 18, Bucklersbury.

COUNTY OF LIMERICK.—Valuable Fee-simple Estates of considerable extent, within about seven miles of the city of Limerick.

MR. W. W. SIMPSON has received directions from the Mortgagees to SELL by AUCTION, at the Commercial-buildings, Dublin, on Wednesday, October 2, and the two following days, in lots, exceedingly Valuable FEE-SIMPLE ESTATES, comprising about 4,300 statute Acres of remarkably productive Meadow, Pasture, and Arable Land, generally in a high state of cultivation, and in the occupation of a contented and thriving tenantry, many of whom hold, under very old leases (on the falling in of which a large increase of rent will accrue), at rents amounting, in the aggregate, to about 3,500*l.* per annum, but of the present value of upwards of 5,000*l.* a year. The estates comprise the lands, and parts of the lands, in the following denominations, viz. Ballynahalee, Boldam, Kilmacat, Ballynacarriggy, Mount Pleasant (alias Muckenagh), Cartown, Ballydoole, Shannon-grove, Drummaher, Summerville, Newmarket, Pallace, Shan Palace, Dromenine, Tubermurry, Ballyshonuckbaun, Ballycahaan, Cragreagh, Graige, Druminoona, and Milltown.

There are some excellent gentlemen's residences on the property, and the farm-houses, cabins, and buildings are, for the most part, of a superior description. The soil, with but few exceptions, is a rich loam of considerable depth on a limestone substratum, yielding the most luxuriant white straw and green crops in all their varieties. The estates are eligibly situate near to the river Shannon, which affords great facility for obtaining manure. The city and port of Limerick are about seven miles from the property, which lies midway between the excellent market-towns of Adair and Askeaton, in the barony of Kenry and county of Limerick, and the town of Pallas Kenry forms a portion of the estates.

Further information and printed particulars of sale may be obtained of FRANCIS BERRY, Esq. Tullamore; Messrs. COVERDALE and LEE, Solicitors, 4, Bedford-row, London; HENRY HAINES, Esq. Solicitor, 88, Abbey-street, Dublin; Messrs. KING and SON, Solicitors, Serjeants' Inn, Fleet-street; Messrs. CLARKE, FYNMORE, and FLADGATE, Craven-street, Strand; at the Royal Mail Hotel, Limerick; at the place of sale; and of Mr. W. W. SIMPSON, Bucklersbury, London.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 17th day of August, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

Vol. III. No. 73.] SATURDAY, AUGUST 24, 1844.

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ONE HUNDRED THOUSAND POUNDS ready to be ADVANCED in Sums of 20,000*l.* and upwards, on freehold security.

Apply to FRANCIS E. PAYNTER, Esq. Solicitor, 18, South-square, Gray's-inn.

MONEY.—The several Sums of 10,000*l.* 2,500*l.* 4,000*l.* 3,000*l.* 6,000*l.* 3,500*l.* and 3,000*l.* to be LENT, on approved Land Security, at a low rate of interest.

Apply to Messrs. WAGSTAFF, SON, and MARSH, Solicitors, Warrington.

Situations Wanted.

LAW.—A Gentleman thirty-six years of age, liberally educated, well acquainted with his Profession, and capable of conducting an extensive business, is desirous of obtaining a Situation in a respectable Country Office as MANAGER, with a view ultimately to a PARTNERSHIP. To any gentleman who may be desirous of gradually withdrawing from the arduous part of the profession, or where illness may prevent constant attention to business, the advertiser's services would be very advantageous.

Address, in the first instance, to Mr. F. ROWLANDS, Post-office, Stone, Staffordshire.

LAW.—WANTED a Situation as MANAGING CLERK in a Solicitor's office, or in any other capacity in which his services might be most useful, that of Copying Clerk excepted.

Address X. Y. Z. at Mr. Inkpen's, Builder, New Bridge-street, Vauxhall, London.

LAW.—The ADVERTISER, who has a general knowledge of conveyancing, bills of costs, and the routine of a country office, is desirous of obtaining a SITUATION either in town or country. He would have no objection to enter into a temporary engagement with any professional gentleman who may require temporary assistance only in the above departments.

Letters addressed Z. M. Hubert's, 18, Took's Court, Chancery-lane, will be immediately attended to.

LAW.—A Gentleman, 34 years of age, who has been admitted, is desirous of obtaining a Situation as MANAGING CLERK in an Office in the Country, either with or without the superintendence of the Principal. The Advertiser has for the last six years had the management of an extensive and respectable Practice in the Country, consisting principally of Conveyancing, Common Law, and Magisterial Business. References of the most unexceptionable nature can be given. Salary required, 150*l.* a year.

Address to X. Y. Z. at Messrs. Fennell and Kelly's, 32, Bedford-row.

DOUCEUR.—1,000*l.* or more, if required, will be given to any Lady or Gentleman procuring for the advertiser a Permanent Mercantile or Government Appointment, legally procurable and of adequate value.

Direct to M. G. care of Mr. Papineau, 19, Mark-lane.

Situations Vacant.

MESSRS. NICHOLSON, HETT, and FREER, Solicitors, Brigg, Lincolnshire, are in want of a CLERK, who has not been articled, to attend principally to Tax Business. He must be thoroughly acquainted with the duties of a Clerk to Commissioners of Taxes; and a person who has held a similar situation, since the passing of the Property Tax Act, will be preferred.

Unexceptionable references will be required.

LAW.—WANTED, in an Office in a large Market Town in the West-Riding of Yorkshire, a CLERK, who is conversant with accounts, well acquainted with the business usually transacted in Petty Sessions, and who can if required take examinations in criminal cases, and get up and conduct prosecutions at the Assizes and Sessions. He must also be thoroughly acquainted with the New Poor Law, and capable of taking examinations as to the Settlement of Paupers, &c. &c. A liberal salary will be given. None need apply who does not possess these qualifications. References required. The situation permanent.

Apply (if by letter, post paid) to A. G. M. Post-office, Bradford, Yorkshire.

Practice Wanted.

LAW.—A Gentleman perfectly acquainted with his Business is desirous of purchasing a Share in a moderate, respectable practice in Town, to which he would be able to add two respectable Agencies, with other Business.

Address (Post paid) K. C. Law Times Office, Essex-street, Strand.

Practice for Sale.

TO SOLICITORS.—To be DISPOSED OF, in a Market Town, situate in an agricultural district of the West Riding of Yorkshire, a respectable and increasing PRACTICE of a gentleman recently deceased. The purchaser will be expected to take a small Law Library, and the Office Furniture, at a valuation.

The deceased had been in practice during five years, when his death took place very suddenly.

Application, by letter only, to be addressed to Messrs. GRAYSTON and EARLE, Brokers, York.

ESTABLISHED IN 1834.

GRAYSTON and EARLE, British and Foreign STOCK and SHARE BROKERS, York.

Legal Notices.

LANCASHIRE INTERMEDIATE SESSIONS.—NOTICE IS HEREBY GIVEN that the GENERAL SESSION of the PEACE for the County Palatine of LANCASTER, for the Trial of Persons committed and held to bail on charges of felony and misdemeanor, will be held at the Court House in Preston, on Friday, the 30th day of August, instant, at ten o'clock in the forenoon; and at the New Bailey Court House in Salford, on Monday, the 2nd day of September next, at ten o'clock in the forenoon. GORSTS and BIRCHALL,

Clerk of the Peace's Office, Preston, Dep. C. P.

13th August, 1844.

MEETING of the LEGAL PROFESSION.—The time has arrived when it behoves every member of the Legal Profession to unite for the protection of their mutual and general interests.

The formidable and noble combination of the medical profession against the aggression of "quackery" is an example worthy of imitation, and ought to shame us for our apathy and supineness.

My Lord Brougham's libellous attack on the Profession on the 17th instant, in his letter to the *Morning Herald*, ought to be indignantly and instantly repelled, and measures at once taken to suppress the introduction of his "Agents." The fall of Conveyancing will follow that of Common Law, if legal "quackery" be not at once checked. Accountants, touters, and agents already rob the Profession of thousands annually, without this fresh immunity of my Lord Brougham.

Such members, therefore, of the Profession who are willing to co-operate in forming an Association for the protection of the general interests of the Profession are invited to meet on Monday Evening next, at Six o'clock precisely, at No. 6, Bedford-row, to adopt such measures as may be deemed expedient.

E. CLARKE, Attorney-at-Law.

NATIONAL TESTIMONIAL to Mr. ROWLAND HILL, Author of the Penny Postage. Under the Management of the City of London Mercantile Committee on Postage.

Sir GEORGE LARPENT, Bart. Chairman and Treasurer.

The committee engaged in this undertaking beg to intimate to the several provincial committees and others, who are co-operating with them, that it is their wish to close the subscriptions early in the ensuing month of September.

To those who have not yet contributed, the committee again appeal for their subscription, in the confident expectation that few would wish the opportunity of rewarding the author of a plan which has conferred such great social, moral, and commercial benefits on the country, to pass by without their having taken part in it.

When the collection is completed, the mode in which the amount raised is to be presented to Mr. Hill will be determined, and made known to the public.

Subscriptions may be paid through any of the London Banks, or remitted by Post-office orders, stamps, or otherwise, to the Secretary, Mr. GEORGE WANSEY, Solicitor, No. 3, Lothbury, London.

To be Sold.

TO be SOLD, to pay nine per cent. TEN Six-roomed HOUSES, in a good situation, and all let to respectable tenants. Ground-rent, 2*l.* 5*s.* each. Land-tax redeemed. Lease, 75 years unexpired. Price 1,000*l.*

The houses may be seen, and the owner's address obtained, by applying to Mr. Peters, 7, Eli-street, Pearson-street, Kingsland-road.

To be Let.

TO LET, in ONE or TWO LOTS, the exclusive right of shooting over 2,270 acres, in Battle, Sussex, with keeper's cottage.

A convenient (unfurnished) cottage lying close to the shooting, may be had, if desired, with a walled-in garden, and small piece of meadow-ground belonging thereto.

Apply to Mr. YOUNG, Solicitor, Battle.

PAVEMENT ANNUITIES.—3,500*l.*—The Commissioners for putting into execution two several Acts of Parliament, one made and passed in the 17th George III. intituled "An Act for opening communications between Wapping-street and Ratcliff-highway, and between Old Gravel-lane and Virginia-street, and for paving certain streets intended to be built, and also certain other streets and public passages, within the parishes of St. George and St. John of Wapping, in the county of Middlesex," and the other made and passed in the 22nd Geo III. intituled, "An Act for explaining and amending two Acts, one made in the 11th and the other in the 17th year of his late Majesty King George the Third, for paving certain streets in the parishes of St. John of Wapping and St. George, in the county of Middlesex, and for other purposes, and for extending the provisions of the said Acts to other parts of the said parishes, and also for opening certain communications within the said parish of St. George," do hereby give notice, that they will meet in the vestry-room of the parish church of St. George-in-the-East, in Cannon-street, Ratcliff-highway, on Thursday, the 5th day of September next, at twelve o'clock at noon precisely, to receive PROPOSALS from such persons as may be willing to ADVANCE the SUM of 3,500*l.*, or any part thereof, in sums of not less than 200*l.* in the purchase of an annuity or annuities, to be paid during the life or lives of such person or persons, being of the age of 35 years and upwards, and to be secured upon the credit of the paving rates. The expense of the securities will be paid by the commissioners. Proposals in writing to be sent to the Clerk of the Commissioners, stating the age of the party, the sum to be advanced, and the rate of interest required, on or before Thursday, the 5th of September next, at 12 o'clock at noon at which time they will be required to appear personally before the Commissioners, and to produce certificates of their respective age.

Further particulars may be obtained on application to W. L. HOWELL, Clerk to the Commissioners, 40, Ratcliff-highway.

Sales by Auction.

IMPORTANT SALE of ancient, rare, and beautiful ORIENTAL CHINA, and a cellar of about 300 dozen of fine coloured and rich flavoured old bottled wines at Bickley Mansion, Bromley, Kent, late the property of John Wells, esq. which Mr. SEPPINGS is honoured with instructions from the proprietor to announce that he will SELL by PUBLIC AUCTION, on Wednesday, the 28th, and Thursday, the 29th days of August, 1844, in the library. The China will be sold on Wednesday, the 28th, which comprises valuable specimens in pot-pourri jars, magnificent punch bowls, vases, flower jars, decanters, jugs, dishes, plates, beakers, dinner and dessert services, ice wells, tureens, tea pots, cups, saucers, basins, &c. Also, an elegant eight-day time-piece, in a chaste and handsome figured gilt stand, with glass shade. The wines to be sold on Thursday, the 29th, consisting of about 70 doz. splendid old port, 82 doz. magnificent old East India madeira, 46 doz. very old high flavoured East India sherry, 52 doz. fine old brown and pale sherry, 15 doz. delicious old claret, 17 doz. superior malmsey madeira (quarts and pints), several doz. of wines (various), and a quantity of bottles in lots.

The china may be viewed on Monday, the 26th, and Tuesday, the 27th, each day from one till five o'clock.

Cards of permission to view the china and descriptive catalogues may be had on application to Mr. Pawley, at the White Hart Inn, and Mr. Baxter, druggist, Bromley; and at Messrs. SEPPINGS and JONES' offices, 1, Exchange-street, Norwich; and the Terrace, Swaffham, Norfolk.

Each day's sale to commence at eleven for twelve o'clock precisely.

HERTS.—Freehold Estate. Votes for the County.

TO be SOLD by AUCTION, by Messrs. BROOKS and GREEN, at Garraway's Coffee-house, Change-alley, Cornhill, on Tuesday, 27th August, 1844, at One o'Clock, a PLANTATION, freehold, and land-tax redeemed, containing 14 acres of very thriving wood, abounding with oak, situate at North Mimms, adjoining Colney Heath and North Mimms Park, in the county of Hertfordshire, together with Seven Freehold Cottages.

Particulars may be had at the White Hart, South Mimms; Salisbury Arms, Barnet; Garraway's Coffee-house; Messrs. Dawes and Son, 9, Angel-court, Throgmorton-street; and of Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street.

Valuable Mining Property, situate in the Forest of Dean, Gloucestershire.

MESSRS. BROOKS and GREEN have received instructions to SELL by AUCTION, at the Mart, on Wednesday, August 28, at Twelve (unless in the meantime disposed of by private contract), all those GALES or GALEWORKS known as the Scowles Iron Mine, situate at Coleford, Gloucestershire, with two newly-sunk shafts. The iron ore is of the richest quality, and the present very flourishing state of the iron trade combines to render this a very eligible opportunity for any gentleman of moderate capital seeking to realize a handsome income from a lucrative and agreeable occupation.

Printed particulars may be had at the Coleford Inn, Coleford; the Booth Hall, Gloucester; of J. H. HOWARD, Esq. Solicitor, Cheltenham; and of Messrs. BROOKS and GREEN, Estate-agents, Surveyors, and Auctioneers, 28, Old Bond-street.

New Publications.

Published on the 1st and 15th of every Month, in 32 large pages, and 64 columns, price 6d. only, or 7d. stamped, a new and interesting work, entitled

THE CRITIC Journal of British and Foreign Literature and the Arts: a Guide for the Library and Book-Club, and Bookseller's Circular.

No. XV. (New Series), for August 15th, contains—

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In a few days,

THE INSOLVENT DEBTORS AMENDMENT ACT, and the DEBTORS and CREDITORS ACT.

With an Introduction, Practical Notes, Forms, and a Copious Index.

By J. ANGUS HOMES, Esq.
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THE LAW and PRACTICE of INSOLVENTS in the BANKRUPT COURT, according to the 5 & 6 Vict. c. 110, as amended by 7 & 8 Vict. c. 96; arranged under various heads, with Cases and Explanatory Notes; and an APPENDIX of STATUTES, including the Debtor and Creditor Act, ORDERS, &c. with References to the Notes; and a copious Index.

By S. C. HORRY, Esq. Barrister-at-Law.
London: CHARLES READER, Law Bookseller,
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THE NEW BANKRUPT and INSOLVENT DEBTORS' ACT:—An Act (7 & 8 Vict. c. 96) to amend the Law of Insolvency, Bankruptcy, and Execution; and an Act (7 & 8 Vict. c. 70) for facilitating Arrangements between Debtors and Creditors; accompanied by Explanatory Notes on the various Sections: also, the New Rules and Orders in Insolvency. With an Analysis of the Acts and a copious Index.

By RICHARD CHARNOCK, Esq.
Of the Inner Temple, Barrister-at-Law.
London: OWEN RICHARDS, 194, Fleet-street.

To be published, Aug. 28th, price 3s. 6d.

THE NEW METROPOLITAN BUILDINGS ACT, with Notes and Cases explanatory of its Law and Practice, and a glossary of technical terms.

By GEORGE TATTERSALL, Surveyor, and
THOMAS CHAMBERS, Barrister-at-Law.

Also in the Press, by the same Authors,

The LAWS RELATING to BUILDING, comprising the New Building Act, fixtures, dilapidations, insur- [illegible] re, and a glossary of technical terms peculiar [illegible] illustrated with many engravings.
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New Publications.

TO ARTICLED CLERKS AND OTHER STUDENTS.
August 31st will appear (published monthly) No. 2, price 1s. and may be ordered of any Bookseller in town or country,

THE LAW STUDENT'S MAGAZINE.—This publication is entirely devoted to Legal Education, with especial reference to the interests of Articled Clerks

R. HASTINGS, 13, Carey-street, Lincoln's-inn.

Sales by Auction.

City-road.—Net secure rent of 28*l*. for 59 years.—By Mr. MASON, on Friday, August 30 at Twelve, at Garraway's,

COMMANDING PREMISES, with double-fronted Shop, private entrance, cellaring, paved yard, &c. 2, Cross-street, Westmorland-place, where the business of an Oil and Colourman has been established half a century, let on lease to a responsible tenant, at 35*l*. per annum, and held at 7*l*.

Particulars may be had of J. WATSON, Esq. Solicitor, 27, Worship-street, Finsbury, and of the Auctioneer, Norton-Folgate.

GRAY'S-INN-ROAD.—Secure improved Ground Rents of 121*l*. 9s. per Annum, arising from respectable property held (by four leases) direct from the Freeholder for near fifty years, by Mr. MASON, on Friday, August 30, at Garraway's (pursuant to the directions in the will of Thomas Porter, esq. deceased), in four Lots, Eleven well-built Houses, Nos. 16 to 26, on the south side of Cromer-street, some of which have shops, and several with workshops; also, the Eight Cottages in Caroline-place, behind, let by leases to responsible tenants at 181*l*. 13s., and held at 60*l*. 4s. per annum

Particulars may be had at the Angel, Islington; of Mr. BOULTON, Solicitor, Northampton-square; of Messrs. OVERTON and HUGHES, Solicitors, Old Jewry; at the place of Sale; and of the Auctioneer, Norton-Folgate.

NEAR BURTON CRESCENT.—GROUND-RENTS amounting to 87*l*. a-year, held direct from the Skinners' Company for 60 years, at 9*l*. per annum, by Mr. MASON, on Friday, August 30, at Twelve, at Garraway's, in three Lots, by order of the executors of Thomas Porter, esq. deceased. An improved GROUND-RENT of 19*l*. issuing from a triangular plot of Ground in South Crescent Mews, Marchmont-street, upon which is erected the four Houses Nos. 31, 32, 33, and 34, a six-stall stable, loose box, coach-house, dwelling-rooms and loft over, in the occupation of Mr. Hooper, job master, with other stabling at back. A ditto, of 37*l*. 18s. arising from Mr. Bowle's spacious cabinet manufactory, in the same Mews, with ware-room over, wood-house, three-stall stable, and coach-house. A ditto of 21*l*. 2s. secured upon a corner house, with two three-stall stables, coach-houses, and rooms over, in Crescent Mews, North, within a few yards of the New Road.

Particulars may be had of Mr. NICHOLLS, Kentish Arms, corner of the Mews, in Mabledon-place, of Messrs. OVERTON and HUGHES, Solicitors, Old Jewry; of Mr. BOULTON, Solicitor, Northampton-square; Angel, Islington; and of the Auctioneer, Norton-Folgate.

REVERSIONARY INTEREST.—Messrs. BEADEL and FOULKES will SELL by AUCTION, at the Mart, on Tuesday, 10th September, at Twelve, all that vested interest in one-half part of and in two several sums of 3,685*l*. 13s. 5d. New Three-and-a-Half per Cent. Bank Annuities, and 2,155*l*. 10s. 7d. Reduced Three per Cent. Bank Annuities, standing in the names of two most respectable trustees, receivable on the death of a lady (without issue), who is now a spinster and in the 67th year of her age.

Particulars of J. L. Barnes, esq. Solicitor, Colchester, Messrs. Wire and Child, Solicitors, 9, St. Swithin's-lane; Mr. Jas. Beadel, Witham, Essex; and at the offices of the Auctioneers, 25, Cateaton-street.

In Herefordshire, on the borders of Worcestershire, between Hereford, Worcester, and Leominster.—Valuable Freehold Estates, principally Tithe-free, and Land-tax redeemed, comprising 1,100 acres of Arable, Pasture, Orchard, and Hop Land, together with a rent-charge in lieu of Tithes, commuted at 420*l*. per annum.

MESSRS. WINSTANLEY are instructed to offer for SALE by AUCTION, on Tuesday, 27th August, at the Auction Mart, London, in two lots, the following desirable FREEHOLD ESTATES, viz.—Lot 1. The Grendon Court Estate, formerly the residence of the Conyngesby family, consisting of the Grendon, Durnstone, and Lower Egdon Farms, lying exceedingly compact, and comprising 818 acres, tithe free, and land-tax redeemed, with convenient farmhouses and agricultural buildings, situate in the parishes of Grendon and Pencombe, in the county of Hereford, about four miles from the market-town of Bromyard, 10 from Leominster, and nearly half-way between Worcester and Hereford, and a convenient distance from Malvern and Tenbury Spa, in the occupation of respectable tenants, at low rents. Lot 2. The Upper Venn Estate, situate in the parish of Avenbury, two miles from Bromyard and 12 from Worcester, consisting of 179 acres of good arable, pasture, orchard, and hop land, with a suitable farm-house and homestead, let to Mr. James Edwards. The commuted rent-charge in lieu of tithes of the parish of Avenbury of 420*l*. per annum, and sixty acres of glebe land, with cottage, &c.; and 35 acres in the parish of Stanford Bishop, also in the occupation of Mr. James Edwards, the latter, with the exception of about one acre (which is freehold) being copyhold of inheritance of the manor of Froome Bishop. The above farms have the advantage of being intersected with running streams, which at a small expense, might be used for irrigation. The several farms can be viewed on application to the tenants.

Printed particulars, with plans, may be obtained at the principal inns at Bromyard, Worcester, Leominster, Hereford, Liverpool, Manchester, and Birmingham; of THOMAS BARNEBY, Esq. Solicitor, Worcester; and in London of Messrs. WHITMORE, ROUMIEU, and WALTERS, Solicitors, 9, New-square, *Lincoln's-inn*; at the place of sale; and of Messrs. WINSTANLEY, Paternoster-row.

Sales by Auction.

MONTGOMERYSHIRE.—Particulars of a Manor and truly valuable and extensive FREEHOLD ESTATES, comprising upwards of 4,200 acres of Land, including some excellent Grousing-hills, situate in the county of Montgomery, affording a desirable investment for the capitalist or sportsman.—To be SOLD by AUCTION, by Mr. EDWARD JONES, on Friday, the 20th day of September, 1844, at the house of Robert Jones, Boar Inn, Llanfyllin, in the county of Montgomery, at three o'clock in the afternoon, in the following or such other lots as may be agreed upon at the time of sale, and subject to conditions to be then produced:—

IN THE PARISH OF LLANFYLLIN.

Lot 1. The Cwm Farm and Lands, containing 138a. 3r. 39p.

Lot 2. A very valuable property called Garthgell Tycoch and Pendalog Farms, now occupied as one, containing 150a. 3r. 7p.

Lot 3. Bwlchy Cocksyadd Farm and Lands adjoining the last lot, containing 40a. 1r. 13p. more or less.

Lots 4 to 8, inclusive. Several Pieces of accommodation Land near the town of Llanfyllin, containing altogether 10a. 3r. 22p.

Lot 9. A very desirable Tenement called "Mrs. Benbows," close to the town of Llanfyllin, consisting of a cottage, garden, and land, containing altogether 3a. 3r. 35p.

Lots 10 and 11. Two Annual Fee Farm Rents of 4*l*. and 1*l*. 2s. 6d. charged on property in the town of Llanfyllin.

The lands in the foregoing lots are in a good state of cultivation; the buildings in excellent condition; the timber (nearly all young oak of from twenty-five to forty years' growth) is in a thriving state. The estate abounds with game, and is within a moderate distance of good market towns, as well as of lime and coal, of which latter there are strong indications on portions of the property.

IN THE PARISHES OF LLANWDDUN AND PENNANT.

Lot 12. A very important and highly desirable Property, known as the Eynant Estate, consisting of the following farms.—

	A.	R.	P.
Eynant Hafod Tydyr, and Llwyn Gwern	710	3	0
Hoel y ffydd Farm	136	3	3
Eynant and Hoel y ffrydd Sheepwalks .	1,931	0	0
Tyn y Garreg Farm	68	2	37
Sheepwalk, about	221		0
	3,068	1	28

This valuable lot offers an opportunity for a sportsman to obtain one of the best grousing hills in Wales, of very considerable extent. The estate abounds with every description of game, and affords unrivalled sport to the angler, being intersected by excellent trout streams.

The farm-house at Eynant was formerly occupied as a gentleman's mansion, and might easily be restored to a commodious sporting residence.

There is a quarry of excellent slate at Eynant, now partially worked, and producing an income in Royalty of about 10*l*. per annum, but capable of being increased to an unlimited extent.

IN LLANWDDUN.

Lot 13. Tymaur and Gwaddure Farm, nearly adjoining the last lot, containing, inclusive of Sheepwalk or Grousing Hill, 362a. 2r. 2p.

Lot 14. A well-frequented public-house, called the Cross Guns; a Dwelling-house, Smith's Shop, and Garden; and fifteen other Cottages and Gardens, all in the village of Llanwddun.

Lot 15. The Manor or Lordship (or reputed Manor or Lordship) of Brithair, situate partly in the parish of Llanwddun and partly in the parish of Llanrhaidr yn Mochans, extending over upwards of 1,500 acres of enclosed lands, with the rights, royalties, courts, and appurtenances thereto belonging, together with chief rents, amounting to 3*l*. 15s. 5d. per annum. The lands within this manor have every appearance of containing mineral produce, particularly lead ore, and are in the vicinity of Llangynog Mines, once so celebrated, and now in full and profitable work. The purchaser will be entitled to all the mines and minerals under upwards of 500 acres, in that part of the parish of Llanrhaiddr yn Mochnans, which lies in the county of Montgomery.

Lot 16. Tynybwlch Messuage Farm and Lands, lying in a ring fence, containing 156a. 3r. 30p.

Lots 17 and 18. Two parcels of Land on Rhsybu'thdir, containing 1a. 2r. 38p. and 0a. 3r. 6p.

IN MEIFOD.

Lots 19 and 20. Two fee farm rents of 8*l*. 2s. 6d. and 2*l*. 5s. per annum, issuing out of premises in the village of Meifod.

IN MELVERLEY, SHROPSHIRE.

Lot 21. Two pieces of excellent Meadow Land, situate on the banks of the Severn at Melverley, called Weirglodd Wgan, containing altogether 4a. 1r.

The timber on the different lots to be taken at a valuation.

Further particulars, with maps (except of Lot 12), may be had on application to Thomas Salt, esq. Solicitor, Shrewsbury; William Jones, esq. Solicitor, 11, Parliament-street, London; Mr. Wilding, the Dairy, Welchpool; or from Mr. THOMAS LLOYD ROYLE, Solicitor, Llanfyllin, at whose office a map of Lot 12 may be seen, who will, on application, appoint a person to shew the property.

NEWARK-UPON-TRENT, NOTTS.—DESIRABLE INVESTMENT.—To be SOLD by AUCTION, by Messrs. RIDGE, at Gilstrap's Hotel, Newark, on Wednesday, 28th August, 1844, at Five o'clock in the afternoon, in eight lots, a very valuable ESTATE, situate in the parish of Balderton, in the county of Nottingham, comprising a Messuage or Farm-house, Malting Office, and Farming Buildings, and about Ninety-seven Acres of Arable and Pasture Land in the highest state of cultivation, now in the occupation of Mr. John Clarke, who is under notice to quit at Lady-day next.

The estate, the land-tax on which is redeemed, is situate within a very short distance of the town of Newark, and is copyhold of the manor of Newark, fine certain.

Particulars and conditions of sale may be obtained, fourteen days prior to the sale, on application to Messrs. GOODWIN, PARTRIDGE, and WILLIAMS, Solicitors, Lynn, Norfolk; Messrs. TALLENTS and BURNABY, Solicitors, and the Auctioneers, Newark; and at the principal Inns in the Neighbourhood.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTH.

DUNDAS.—On the 10th inst in Portman-street, the lady of the Hon. J. C. Dundas, M P of a son.

MARRIAGES.

BAYLY, Captain Wentworth, Madras Grenadiers, eldest son of the late Wentworth Bayly esq of Weston Hall, Suffolk, to Harriet, third daughter of the late Sir Ambrose Hardinge Giffard, Chief Justice of Ceylon, on the 15th inst. at Hampton.

BOVILL, William, esq. of the Middle Temple, to Maria, eldest daughter of J. H Bolton, esq. of Lincoln's-inn, and of Lee Kent, on the 20th inst. at Lee.

FOWLER, John Coke, esq of the Inner Temple, and of Duffield Bank, near Derby, to Augusta Maria, youngest daughter of John Bacon, esq. of Mount Radford, Exeter, on the 17th inst. at St Leonard's Church, Exeter.

NICHOLL, Frederick Iltid, third son of Iltid Nicholl, esq. of Portland-place, to Eliza Louisa, daughter of William Bode, esq of Stoke Newington, on the 20th inst. at Stoke Newington Church.

PRYOR, Robert, of Lincoln's-inn, barrister-at-law, esq. to Elizabeth Caroline, daughter of Wyrley Birch, of Wretham Hall, Norfolk, esq. on the 20th inst. at St. James's Church.

DEATHS.

DUNLOP, James, esq on the 17th inst. in Verulam-buildings, Gray's-inn, aged 63.

HARDING, Emma, only daughter of G. J. Harding, esq. of Solihull Warwickshire, on the 14th inst. at Worthing, Sussex, aged 9 years.

HILLIARD, Nash Crosier, esq. of Gray's-inn, and Southampton-street, Bloomsbury-square, on the 17th inst. at Cowley House, near Uxbridge.

MILWARD, Richard, esq a magistrate for the county of Nottingham, on the 16th inst. at Hexgrave-park, Notts, aged 60.

TYNDALE, Thomas William, esq. of the Middle Temple, barrister, on the 16th inst. aged 49.

WALTON, Jackson, esq. of Warnford-court, solicitor, on the 16th inst. at Mornington-crescent, aged 63.

LEGAL PERIODICALS.—We regret to find that our quarterly contemporary, *The Law Magazine*, has been discontinued. Although, perhaps, it had rather declined in spirit of late, yet there were very few numbers in which we did not find much instruction and entertainment. We are somewhat surprised that it has ceased to appear, as the current is setting strongly in favour of periodicals, in legal as well as in all other branches of literature. Twelve years ago *The Law Magazine* and ourselves were the only publications of this nature, other than the law reports; now there are five or six, we believe; many of which certainly give ample paper and print for the money: and a legal periodical of one kind or other will soon come to be a sort of *necessity* to every lawyer. This partly arises from the many recent changes in the law, but also from the strong tendency of the present age to have information at the earliest moment possible.—*Legal Observer*.

At the Lancaster Assizes, Mr. Palmer, the Town Clerk of Preston, performed his 111th journey to Lancaster Assizes. Mr. Palmer completed his 71st

year in February last. He was elected to the office of coroner on the 12th of November, 1799.—*Liverpool Standard.*

Railway Accidents.—The report of the railway department of the Board of Trade for the past year furnishes the following comparison of railroad accidents, attended with danger to the passenger public, since the department has been in operation:—

Years.	Accidents.	Persons killed.	Persons hurt.
1840 { Estimated by doubling the last five months	56	44	262
1841	29	25	72
1842	10	5	14
1843	5	3	3

Of the three persons killed in 1843, one only, it is stated, was a passenger not being himself to blame. These are figures which speak for themselves.

CORRESPONDENCE.

TRANSFER OF PROPERTY ACT.

TO THE EDITOR OF THE LAW TIMES.

Sir,—This statute intended beneficial alterations, but the improper haste in passing it appears to me to have caused a looseness of language very much to be censured.

The second section seems to inflict the lease for a year stamp upon *every* conveyance of freehold. We know that in small matters a grant was frequently adopted where there was a lease in existence.

The ninth section designed a benefit to a mortgagor, but it is a problem whether it will not create a further inconvenience. It seeks to remove the frequent cause of doubt whether the legal estate passed by the mortgagee's will or went to his heir, and also to avoid the expense occasioned by the legal estate getting into an infant. To attain these ends, it enacts that the mortgagee's executor or administrator may convey the estate under given circumstances, viz. first, possession of the land must not have been taken by virtue of the mortgage; second, there must be no action or suit pending; third, the principal money and interest due must be paid. Now, when we find in a title that the estate had been mortgaged, and reconveyed by the *mortgagee's* personal representative, of course *extrinsic* evidence of full compliance with the three requisites must be adduced. Proof, in fact, must be given of, in effect, three negatives, for even the last-mentioned is, I apprehend, to be established by something more than a receipt for a given sum indorsed on the reconveyance, and the fact to be established will be, that no more was due than was paid. Unless the amount stated to be received corresponds with the precise total of principal and interest for the whole period of the loan, the receipt does not afford in itself the slightest security, nor will any averment in the deed as to the amount insure safety, since the mortgagee's heir or devisee being no party, of course would not be estopped. Part payment of principal is frequent, payment of interest as it accrues invariable, so that the amount positively due is an essential ingredient, and, if not established, the estate is in the heir or devisee. I really fear the effect of that section will be, that prudent conveyancers will require the concurrence of both real and personal representative as much as ever. How shall we, twenty years hence, shew possession had never been taken? how shew that no suit had been pending? We cannot expect bare allegation will satisfy, for upon these facts it depends whether the conveyance is or is not waste parchment.

Your obedient servant,

J. Brooks Ward.

A POINT OF PRACTICE.

TO THE EDITOR OF THE LAW TIMES.

Sir,—In reply to the question propounded by your correspondent, Mr. Leigh, of Heywood, as to the solicitor properly entitled to prepare a lease proposed to be granted of an estate in mortgage, I beg to say, that the right to do so, as it appears to me, belongs to the solicitor of the mortgagee; and for this reason, that without the concurrence of his client, the lessee would become a mere tenant at will to the mortgagee, his sole remedy being, either to redeem the mortgage or bring an action on the lessor's covenant for quiet enjoyment. (See Sugden on Vend. & Purch.)

The only doubt which occurs to my mind upon the subject is, whether, inasmuch as a lessee is a purchaser *pro tanto*, his solicitor is not the proper party in all cases to prepare the lease; but, assuming this right to belong to the solicitor of the lessor, in accordance with the usual practice, where an estate is free from mortgage, then it seems to me that, in this case, seeing that the concurrence of the mortgagee is essentially necessary to the validity of the lease, he may be considered with a view to Mr. Leigh's question, as the lessor, and his solicitor consequently entitled to prepare it.

I am, Sir, yours obediently,

J. N. Crampton.

Rochester, August 19, 1844.

PRACTICE.

TO THE EDITOR OF THE LAW TIMES.

Sir,—"The point of practice" to which your attention and that of your readers is called by the letter of Mr. Robert Leigh, of Heywood, which appeared in your last number, struck me as being so completely free from doubt, that I read the letter twice, to assure myself that there was not some "point" in it which I had overlooked on the first perusal. I believe his inquiry is simply, whether the solicitors of the mortgagor or of the mortgagee are entitled to prepare leases of mortgaged premises?

Undoubtedly the latter. The mortgagor, having parted with the legal estate, and possessing only the equity of redemption, can have no power to grant leases (unless stipulated for, such a stipulation being, I apprehend, very unusual and highly objectionable), consequently, the solicitors of the mortgagor can have no *right* to the preparation of leases.

Your obedient servant and subscriber,

Henry Walker.

5, Southampton-street, Bloomsbury,
Aug. 18, 1844.

SELECTIONS FROM CORRESPONDENCE.

We have received some more letters on the *vexata quæstio* of the Stamps on Transfers of Mortgage. Lector writes:—

Your correspondents seem all to have overlooked the Statute 1 & 2 Geo. 4, c. 55. It enacts, in short, that deeds relating to property in Ireland shall be stamped according to the stamp duties of Ireland, and deeds relating to property in Great Britain according to the stamp duties of Great Britain; and any deed or instrument duly stamped pursuant to that Act "shall not be liable to any stamp duty by reason of the same also containing any covenant, agreement, or obligation for the payment of any money, at whatever place such money may be made payable."

Therefore, in my opinion, if an original mortgagor join with the mortgagee in transferring a mortgage, and a further sum be advanced, no duty beyond the extra *ad valorem* is payable in respect of the mortgagor giving by the same deed a covenant for payment of the entire sum.

It may be said that, under this very statute, there still arises the old point, whether the transfer be "duly stamped;" but I take it the statute in question must have some meaning, and must be construed, together with all the others, as one law.

A Subscriber thus remarks:—

With respect to the question, whether any progressive duty attaches to mortgage transfers, where further money is secured; if this question rested solely on the Act of Parliament (3 Geo. 4, c. 117), its solution would depend on the construction put on the Act with regard to the transfer duty. By the first section all *ad valorem* and *other duties*, which were imposed on any transfer, &c., of any mortgage by the 55th Geo. 3, c. 184, which relates to Great Britain, and the 56th Geo. 3, c. 56 (which relates to Ireland), were repealed, and by the second section a duty of 35s. was imposed upon any transfer, &c. in Great Britain, provided no further sum of money or stock was added to the principal money or stock already secured; and, by the same section, it was enacted, that where any such transfer, &c. should contain 2,160 words or upwards, then for every entire quantity of 1,080 words, above the first 1,080 words, a progressive duty of 25s. should be paid. Then follow, in the same section, the words, "And if any further sum of money or stock shall be added to the principal money or stock already secured, the *ad valorem* duty on mortgages, payable under the said recited Acts respectively, shall be charged only in respect of such further money or stock;" but not a word is said of any progressive duty in this latter alternative. Now, as it has been decided in the case of *Doe* v. *Gray*, 4 Neville & Manning, 719, that "the transfer duty on mortgages is imposed only where no further sum is advanced," it would seem to follow by analogy that *the progressive duty* was imposed only where no further sum was advanced. But it is to be observed that the question whether or not the transfer duty was to be paid where a further sum was advanced, was never distinctly settled, until it was decided in the negative in *Doe* v. *Gray* in the year 1835. Now, in that, being the same case, it was held that "the three 1*l*. progressive stamps were sufficient; thereby denoting the opinion of the Court that the progressive stamp was requisite. I believe the invariable practice in such cases, ever since the passing of the 3rd Geo. 4, c. 117, has been to use the progressive stamp; and Mr. Coventry in his very elaborate discussion on "Transfer of Mortgage," in his treatise on the Stamp Laws, favourable as he is to the popular side, does not say a syllable in behalf of its exemption. Upon the whole I think it would be very rash to attempt to escape the 20s. progressive duty whenever the quantity of words would appear to call for it. In regard to the lease for a year stamp, I believe that most of the reasoning in the foregoing part of this letter would apply to that question; and my opinion is, that whenever a lease for a year would have been necessary to pass the fee but for the Act 4 & 5 Vict. c. 21, it would be prudent to use the lease for a year stamp correspondent to the amount of *ad valorem* duty, payable when no transfer stamp is necessary; but where the transfer stamp is used, then a 35s. lease for a year stamp: and such, I believe, has always been the practice.

A correspondent signing himself A. B. thus replies to our query on the subject of threatening letters with the view of extorting money.

The Law Times of the 10th inst. contains (in reference to a threatening letter therein described) a query of yours, as to whether an indictment could be sustained against the author of such letter; it being a letter *demanding money under a threat of legal proceedings*, the point for consideration is, whether an indictment can be supported as for a "*threatening letter*," or as for a letter "*demanding money*."

It is clear an indictment is not in any case sustainable, for sending a threatening letter, without the threat contained in the letter is of *such a nature as to make it indictable*; and, according to the dictum of Ellenborough, C. J. in *Rex* v. *Southerton* (6 East, 126, 140), the threat in the letter under consideration is *not* of that description. In the case quoted, his lordship is reported to have said, "There is a distinction between threats of actual violence against the person or such other threats as a man of common firmness cannot stand against, *and other sorts of threats*;" and that to uphold an indictment "the threat must be of such a nature as is *calculated to overcome the ordinary freewill of a firm and prudent man*, and induce him from fear to part with his money, but that *a mere threat to bring an action is not* of such a kind but that a man of ordinary firmness might resist it."

From the above it appears that the threat in this letter is *not indictable*, and although a threat of *any kind*, for the purpose of obtaining money, is highly immoral; yet when (as in this case) it is capable of being, and ought to be resisted by any man of common firmness, it seems it is *not* to be considered of an indictable nature.

But as for "sending or delivering a letter *demanding money*," I think an indictment may be effectually sustained on the stat. 4 Geo. 4, c. 54, s. 3, that statute makes it *felony* for "any person knowingly and wilfully *sending or delivering* any letter or writing with or without any name or signature subscribed thereto, or with a fictitious name or signature, *demanding money*," and subjects the offender (at the discretion of the court) to transportation for life, or not less than seven years, or imprisonment and hard labour not exceeding seven years.

The above section certainly appears to admit of the construction that it extends to *all letters* "*demanding money*" sent or delivered by the offender knowingly and wilfully, and *whether accompanied with a threat of bodily harm or* "*other sort of threat*" *or not*; and I agree with you in believing that if one or two of the threatening-letter-gentlemen were prosecuted and exposed it would act as a caution to others, and prove of much benefit and advantage to the profession and public generally.

G. M. D, thus addresses us on the subject of the "Transfer of Property Act."

On reading the print of the "Transfer of Property Act" in your valuable columns, a question suggested itself to me, viz. that as by that Act all contingent limitations *as such* are abolished, whether all such must *in futuro*, as executory devises or springing uses take effect within a life or lives in being and twenty-one years afterwards, in accordance with the old rule of law laid down as to those interests.

I shall be glad to be enlightened upon the subject.

E. C. an attorney of some experience, thus comments on a subject which has engaged much attention in these columns—that of *Sham Attorneys*:—

ACCOUNTANTS AND BASTARD LAWYERS.

Sir,—I shall be very happy to co-operate with the "Attorney" who mentions the case of the accountants and their travellers. That system is not confined to the country, but is practised extensively in town. I believe the Profession in London alone are deprived of thousands of pounds annually by accountants, consulting agents, and bastard lawyers of one sort or another, and the Profession may thank themselves. First, there is a certain apathy and supineness about the Profession which is unaccountable; for every other profession has a society for its protection. Even last week a party was introduced to me by a client, and I found an action had been commenced against him, and an accountant had entered

an appearance, for which he charged him 20s. Then came the declaration; but at the pleading part of the business the accountant was estopped. I also found this accountant had prepared the man a release, for which he had charged 30s. and the man declared to me that it had cost him 15s. per diem for eating and drinking in going about with this accountant and some coadjutor to obtain a few signatures. I thought of reporting this case to the Law Institution; but I fear it would be useless. The Profession want a society for its *general* protection, and to be open to the Profession *generally*. The Profession can complain loudly enough one to the other, but appear to be reluctant to unite, when, if united, they would form a body quite powerful enough to protect their own interests and character.

There ought to be a well-understood rule amongst the Profession, that in any matter of a legal nature, no intercourse should be held with an accountant. For instance, if a party is sued, and he sends an accountant, give him no audience: either have the defendant in person, or his attorney. Then prosecute two or three cases where accountants render themselves amenable, and a check would soon be given to these malpractices.

Surely the Government attacks on the Profession are sufficiently alarming, without other encroachments; and since the patronage of medical quackery by the executive has been openly avowed, what guarantee have we that legal quackery will not be the next enactment?

I shall be happy to join in forming a society for the *protection of the interests of the Profession generally*, and for the prosecution and extermination of these bastard lawyers. Let accountants keep to accounts; but let lawyers alone attend to the law (for which they pay handsomely by servitude and fees), being thereunto duly *licensed* and authorized.

A Country Solicitor thus writes on the recent regulation of the Inns of Court:—

Pray annihilate the iniquitous "New regulations of the Inns of Court," and crush the attempted monopoly of the Bar thereby endeavoured to be established.

The benchers of the *Inner Temple*, and, as your valuable publication informs us, of the other Inns of Court also, have now "*ordered*, that from and after Hilary Term, *no* attorney at law, solicitor, writer to the signet, or writer of the Scotch courts, proctor, notary public, parliamentary agent, clerk in Chancery, or other officer in any court of law or equity, whether such clerk be articled or in receipt of a salary or other remuneration for his services, shall be allowed to keep commons in the hall of *this* society, available for the purpose of being called to the Bar, until such person, being an attorney, shall have taken his name off the roll, and until he, and every other person above named and described, shall have ceased to act or practise as such attorney, &c. &c. &c. And that no commons which shall, from and after this present Term, be kept by a person so disqualified as aforesaid, whether he be already, or may hereafter be admitted a member of this society, shall be allowed to him as a qualification for the Bar."

Is this, Mr. Editor, a fair measure of justice to the Profession and public at large? who will thus be deprived of the services of many men of first-rate talent, possessed of every requisite to constitute barristers of the first order, but unable to live in idleness whilst eating the prescribed Terms; the pecuniary ability to do which now appears a condition precedent to the right of installation as students.

It is a well-known fact, that up to the time of the aforesaid "order" coming forth, many attorneys struck off the roll and acting as clerks to attorneys, were keeping Terms in order to become advocates, and after having been permitted to toil for two or three years without objection, are now, without warning, tyrannically doomed to an unjust and unmerited disappointment by the emanation of a splenetic order, which, if persisted in, will be a means of monopolizing the profession of the Bar for the benefit of the wealthy aristocrats of the law; whilst those who are necessitated to live by the sweat of their brow are debarred from a just right of competing with their more fortunate brethren for the attainment of those honours which are by our law and constitution professed to be as much within the reach of a plough-boy as the son of a prince.

The examples of shining talent, industry, and indefatigable perseverance exhibited by many of our most able lawyers of low origin, are too numerous and notorious for repetition, and sufficient, one would think, to have induced the benchers, were they men of ordinary understanding, to refrain from promulgating exclusive "orders," which, I assure you, Mr. Editor, cause disgust and nausea throughout the meaner branch of the Profession.

N.B. The above "order," as regards solicitors, attorneys, and proctors, is an old friend with a new face. I remember that whilst I was serving my year with a London agent, about twenty years since, the same order was in existence.

JOURNAL OF PROPERTY.

THE following scale of charges, *reduced more than one-third*, has been adopted for Advertisements of Estates for Sale, &c., exceeding 10 lines in length:

For the first 70 words . . . . . 5s.

For every succeeding 30 words . 1s.

THE MONEY MARKET.

The market has a languid appearance. Exchequer Bills opened at 74s. premium, and they are now at 72s. premium. The Three-and-a-Half per Cents. have improved to 102¼. India Bonds are at 94s. premium.

The sales of the Foreign Bonds have been few. Spanish are at 22⅛ to 22¼, and the Three per Cents. at 33⅛. A purchase has been made in the Russian Five per Cents. at 121.

The Birmingham and Gloucester Railway Shares have rallied to 4 and 6 premium. London and Birmingham have fallen to 122 premium; Midlands to 8 premium; and the York and Selby Scrip to 33 premium. British North American Bank Shares have been done at 7¾ discount, and the Union of London at 1¾ premium.

LANDS OF BLACKWELLS AND PARKHOUSE.—We understand that this property has just been purchased from Mr. Gladstone, of Fasque, by our spirited countryman, Mr. Matheson, of Achany, M.P. a gentleman who, with his immense wealth, bids fair to work wonders in our northern shires. The lands of Parkhouse are situated close to Dingwall, and admirably adapted for feuing. The new proprietor will, we presume, soon effect a complete metamorphosis on the place, equally advantageous to the townsfolk as to himself.—*Inverness Courier*.

Public Sales.

By Messrs. SHUTTLEWORTH and SONS, at the Mart.

The manor of Great Hallond, in the county of Essex, with its court baron, fines, &c.; also, the freehold estates, comprising White House Farm and the Dairy Farm, and other lands, containing altogether 18?a. 20p of arable and meadow land, with an excellent farm house, a sporting residence, and appropriate agricultural buildings; producing, including the manorial fines, &c. a net income of 650*l.* 6s. per annum—1,700*l.*

A copyhold estate, called Heavy Waters, situate at Chadmell, in Essex. It comprises 14 acres of arable land, with a roomy tenement erected thereon, converted into three cottages—1,010*l.*

A freehold estate, comprising Seaward Stone-mills, and extensive buildings and premises, situate on the bank of the River Lea, in the parish of Waltham Holy Cross, in Essex, containing in the whole 2a 34p. tithe free—2,090*l.*

An improved rental of 60*l.* per annum, for thirty years unexpired, arising from Nos. 5, 6, 7, and 8, George-street, Camberwell, and four cottages in the rear—580*l.*

By Messrs. HOGGART and NORTON.

The Bishop's Itchington Estate, a freehold property, situate in the village of Itchington, near Southern, Warwickshire, divided into 12 lots, as follows, viz.:—

A farm-house, with offices, gardens, and 104a. 2r. 4p. of arable and pasture land—3,800*l.*

A farm adjoining, with farm-house and all requisite agricultural buildings, the whole containing 127a. 2r. 25p. of sound arable and pasture land—3,600*l.*

Cross Green Farm, situate near the village, with farm-houses, cottages, and gardens, and 42a. 1r. 8p. of arable and pasture land, land-tax 2*l.* 4s.—1,740*l.*

Two parcels of pasture land, situate near the church, containg 11a. 2r. 11p., land-tax 12s.—470*l.*

Two stone-built houses, with garden, paddock, and smithy, 18a. containing .a. 19p.—350*l.*

Three inclosures of arable and meadow land, containing 37p.—770*l.*

An estate, called Woodlands, containing 9a. 3r. 19p. of land, land-tax, 10s.—390*l.*

An inclosure of meadow land and a spinney, containing 2a. 2r. 1p.—190*l.*

An inclosure of arable land, known as Upper Dudgel, containing 6a. 2r. 20p. land-tax, 7s. 300*l.*

An inclosure of arable land, known as Lower Dudgel, containing 5a. 2r. 4p. land-tax, 6s.—240*l.*

Two inclosures of meadow-land, containing 16a. 2r. 29p. land-tax, 17s.—720*l.*

A freehold estate, comprising the Parson's Farm, with a brick-built farm, yard, and containing together 53a. 3r. 13p. land-tax, 2*l.* 17s.—2,000*l.*

By Mr. CHINNOCK.

A freehold villa, at Forest Hill, Kent, with offices, gardens &c. and a meadow, in all 3¼ acres—1,990*l.*

By Messrs. DANIEL SMITH and SON, at the Mart.

The Derwent Hall estate, in Derbyshire, a freehold and copyhold property, comprising the capital old family residence, distinguished as Derwent Hall, placed with a south aspect on the rich and picturesque bank of the river Derwent, affording superior trout fishing, and encircled by some very fertile farms and a particularly fine healthy range of moors, abounding with the very best grouse, strictly preserved; the whole estate embracing about 2,020 acres. There are on the estate a corn-mill, public-house, and cottages—20,400*l.*

A freehold residence at the entrance of the town of Chertsey, Surrey, with offices, stabling, coach-house, &c. superior walled garden, conservatory, secluded pleasure-grounds, embellished with cedars and other fine trees and shrubs, and opening to a beautiful view of St. Ann's-hill—2,120*l.*

The freehold estate of Mount Lee, on Egham-hill, Surrey, embracing the town of Egham, St. Ann's-hill, Epsom Downs, &c.; it comprises about 140 acres of pasture, orchard, arable, and wood land, divided into four lots, as follows, viz.—

The Mount Lee Estate, comprising a farm-house, offices, stabling, &c. garden, orchard, and 4a. 2r. 36p. of orchard, meadow, pasture, and wood land. This is a compact property, in a commanding situation, with a valuable and extensive frontage in the high-road on Egham-hill—4,300*l.*

A freehold property at Egham Wick, about half a mile from the preceding lot, known as the Belle Fields, and comprising 37a. 2r. 35p. of arable and wood land—1,360*l.*

Four inclosures of meadow and wood land, nearly adjoining the preceding lot and Windsor Great Park, known as the Sherwood Groves, containing 16a. 2r. 20p. in a ring fence—890*l.*

An inclosure of pasture land at Englefield-green, containing 4a. 3r. 4p.—390*l.*

By Messrs. SOUTHEY and SON.

The freehold public-house known as the Ship Argo, No. 214, Rotherhithe-street, let at 20*l.*; also the adjoining house, let at 14*l.* per annum—450*l.*

Two freehold cottages, situate in Ram-alley, in the rear of the preceding lot—125*l.*

A freehold house, No. 212, Rotherhithe-street—115*l.*

Two freehold houses, Nos. 210 and 211—360*l.*

A ditto, No. 209—240*l.*

Two ditto, Nos 206 and 207—290*l.*

A ditto, No. 205—130*l.*

A freehold house and premises, No. 204, in the rear, a large detached shop, with stabling adjoining—320*l.*

A freehold paddock, in the rear of the above lots—145*l.*

A plot of freehold garden ground, in Globe Stairs-alley—125*l.*

A freehold house, No. 3, Clarence-street, Rotherhithe—120*l.*

Fourteen freehold houses, Nos. 1 to 14, Miles's-rents, Church-street, Southwark—890*l.*

A freehold ground-rent of 8*l.* per annum, arising from Nos. 1 to 8, Catherine-place, Miles's-rents—210*l.*

By Mr. SINGLE, at the Mart.

A freehold estate in the parish of Sidbury, South Devon; comprising five farms, known as Buscombe, Whitehouse, Fibcombe, Bulibrake and Austin's; with a hunting-box, four farm-houses with homesteads and several labourers' cottages; the whole comprising 321a. 2r 8p. of orchard, meadow, pasture, arable, and wood land. The estate is situate about two miles from Sidmouth, seven from Honiton, and fifteen from Exeter—13,188*l.*

A freehold estate, in the parish of Clayhidon, Devon, known as Ridgwood; it comprises a farm residence, and 147a. 33p. of orchard, meadow, pasture, and arable land, the whole situate in a ring fence, chiefly in a rich vale—1,480*l.*

By Mr. BARNES.

A freehold property situate in Dock-street, East Smithfield, with 10 houses thereon, out of repair, with a frontage of 83 feet, depth 64 feet—1,180*l.*

The next presentation to the rectory of Brightwell Salome, one mile from Watlington, Oxfordshire, with residence, garden, orchard, and glebe land, containing in the whole upwards of 20 acres; the whole, including the tithes and glebe, of the estimated value of 300*l.* per annum—1,160*l.*

Two freehold houses, Nos. 46 and 47, Stockwell-street, Manor-street Old Kent-road, let at 20*l.* 16s.—140*l.*

Two ditto, Nos. 44 and 45—185*l.*

Three ditto, Nos. 41, 42, and 43—285*l.*

A ditto, No. 40—110*l.*

By Messrs NEWTON and APPLETON, at the Mart.

A freehold residence, with a large detached school-room, out-offices, and spacious play-ground, situate at Lower Edmonton, Middlesex, nearly opposite to the Golden Lion Inn—550*l.*

A detached unique villa residence, situate at Herne-hill, on the summit of the hill, very nearly opposite the high road leading to Dulwich, with pleasure-ground and gardens, in all nearly two acres: held for a term of 21 years, from the 25th December, 1839, at a rent of 150*l.* per annum—150*l.*

The City lease of the residence, No. 15, New Broad-street, let for three years at 150*l.* per annum; held for 21 years, from Lady-day, 1832, at the rent of 90*l.* per annum—210*l.*

A moiety of the following leasehold property, consisting of four houses, Nos. 10, 11, 12, and 13, Bedford-place, Commercial-road, and six houses, being Nos. 1 to 6, in Storer-street, held for 49 years, from Midsummer-last, at a ground-rent of 41*l.*; all let at 291*l.*—1,490*l*

The fourth part of five houses, Nos. 22 to 26, Collett's-place, Commercial-road, let at 160*l.*; held for 51 years from June last, at the ground-rent of 25*l.* per annum—385*l.*

A freehold ground-rent of 4*l.* per annum, secured upon the Lord John Russell public-house, in High-street, Deptford, on lease for 71 years, from Christmas 1824, at the ground-rent of 4*l.* per annum, with possession of the premises at the end of 52 years—90*l.*

Five freehold houses adjoining, north of the preceding lot; let at 20*l.* per annum—370*l.*

A freehold house, No. 19, Charles-street, Deptford, let at 12*l.* per annum—150*l.*

By Mr. BRYSON.

The business premises, No. 26, Basinghall-street, together with the premises adjoining, Nos. 4, 5, and 6, Sambrook-court; held for 10¼ years, at 190*l.* 13s. per annum; rates and taxes about 65*l.*—895*l.*

By Messrs. MUSGROVE and GADSDEN, at the Mart.

Two freehold houses and shops, Nos. 68 and 69, Milton-street, Cripplegate, and a freehold house in Angel-alley, at the rear thereof let for 61 years from Lady-day, 1824, subject to the payment of 40*l.* per annum—515*l.*

Two freehold houses, Nos. 13 and 14, Lancaster-place, Little Minories; let at 30*l.* per annum—305*l.*

A copyhold arable field of about 20 acres, situated on the east side of Vicarage-lane, Chigwell, Essex, the timber included—160*l.*

By Messrs. WINSTANLEY.

A freehold cottage, being No. 1, Park-hill Cottages, Shepherd's-lane, Brixton; let at 24*l.* per annum—[illegible]

A ditto, No. 2 - 320*l.*

A ditto, No. 3, with garden; let at 30*l.*—385*l.*

A freehold cottage in the rear, being No. 2, Nursery-road, Park-grove; let at 26*l* per annum—240*l.*

A ditto, No. 1, ditto—250*l.*

By Mr. MASON.

A leasehold estate of fifteen houses, being Nos. 1 to 15, Spencer-street, near Canonbury-square, Islington, of the estimated value of 560*l.* per annum, held for 74 years, at a ground-rent of 80*l.* per annum; this and the two following lots are sold, subject to certain mortgages affecting the same, and to the ground rent and taxes due thereof; mortgage, 3,889*l.* 5s. 5d.—10*l.* 10s.

Two houses, Nos. 17 and 18, Sebbon-street, Islington, of the estimated value of 60*l* per annum, held for 74 years, at a ground-rent of 10*l.* per annum; mortgage, 300*l.*—47*l.* 5s.

A piece of vacant ground in Spencer-street, Islington, with a frontage of 200 feet, and excellent sewerage, affording space for the erection of ten houses; held for 74 years, at a peppercorn rent; mortgage, 250*l.*—315*l.*

By Mr. G. HUDSON, at Garraway's.

The lease and goodwill of the Crown and Anchor Tavern and Commercial House, in the centre of the High-street, Woolwich, held *for three years, from Michaelmas* next, at 37*l.* 10s. per annum—1,110*l.*

By Messrs. FULLER and MARSH, at the Mart.

The rectory impropriate and perpetual advowson, with next presentation to the vicarage of Brandeston, in Suffolk, producing an income of 500*l* per annum, arising from about 1,240 acres of arable, pasture, and wood land—5,000 guineas.

A freehold estate, situate in Acre-lane, West Brixton, comprising a villa residence, surrounded by pleasure-gardens and grounds, approached by a carriage drive, and screened by trees of stately growth, with all requisite attached and detached offices, gardener's cottage, &c.; also, four acres of rich meadow land, admirably adapted for building purposes—4,000*l.*

A freehold house, No. 6, Bear-yard, Lincoln's-inn-fields—400*l.*

Two freehold houses, Nos. 9 and 10, Bear-yard; let at rentals amounting to 76*l.* per annum—900*l.*

By Mr. ELGOOD.

An elegant residence, No. 2, Hyde-park-place West, with very superior stabling; held direct from the Bishop of London, for the unexpired term of 77½ years, at a ground rent of 30*l.* per annum—3,700 guineas.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Gazette, Aug. 16.

Allinson, R. ironmonger, first, 3s. 4d. Wakley, Newcastle.—*Andrew*, T. victualler, adjourned. Graham, London.—*Andrews*, J. stock broker, adjourned. Graham, London.—*Arnatt*, E. baker, first, 1s. 8d. Green, London.—*Arnold*, T. bookseller, adjourned. Graham, London.—*Baker*, W. surgeon, 2⅜d. Johnson, London.—*Baker*, H. merchant, second, 2d. Green, London.—*Ball*, W. bookseller, 15s. Graham, London.—*Bedford*, I. iron merchant, 5s. 1d. Lackington, London.—*Best*, E. P. wine merchant, 3s. 8d. Edwards, London.—*Brain*, E. plate printer, adjourned. Graham, London.—*Brand*, H. W. cook, *sine die*. Pennell, London.—*Brittan*, E. victualler, first, 3d. Miller, Bristol.—*Burton*, W. upholsterer, first, 9s. Whitmore, London.—*Carruthers*, J. distiller, adjourned. Graham, London.—*Champion*, R. furrier, second, 1s. 8d. Belcher, London.—*Clack*, C. haberdasher, none made. Pennell, London.—*Cooke*, T. glove manufacturer, second, 0½d. Christie, Birmingham.—*Cornish*, T. wine merchant, 4s. Johnson, London.—*Curtis*, T. A. merchant, final, none made. Follett, London.—*Danks*, S. nail manufacturer, second, 2s. Christie, Birmingham.—*Davis*, H. scrivener, fourth, 1s. 6½d. Acraman, Bristol.—*Davis*, N. innkeeper, 6d. Johnson, London.—*Dunnage* and *Co.* printers, first, 1½d. Green, London.—*Eshelby*, G. currier, 4½d. Edwards, London.—*Field*, G. packer, 2s. 6d Johnson, London.—*Fowler* and *Co.* merchants, joint and separate F. adjourned. Graham, London.—*Francis* and *Co.* corn merchants, joint, adjourned.—*Frearson*, W. H. cotton manufacturer, 2s. 6d. Turquand, London.—*Gardner*, B. maltster, third, 7½d Christie, Birmingham.—*Gray* and *Co.* corn dealers, ... 8d. Green, London.—*Greaves*, J. leather seller, none made. Groom, London.—*Greenslade*, W. builder, *sine die.* Green, London.—*Halford* and *Co.* bankers, Halford, 3s. 6d. Edwards, London.—*Harris*, T. merchant, final, 5½d. Follett, London.—*Harrington*, C. plumber, first, 1s. 3d. Christie, Birmingham.—*Heathorn*, J. L. shipowner, *sine die.* Edwards, London.—*Henley*, G. auctioneer, none made Graham, London.—*Hickman*, A. R. victualler, first, 2s. 6d.; final, 2½d. Miller, Bristol.—*Hitchcock*, J. R. hosier, 7s. Lackington, London.—*Hodson*, T. C. linen draper, first, 4s. Christie, Birmingham.—*Jones*, S. jeweller, 5s. Lackington, London.—*Jones*, R. T. chemist, 8s. 10d. Pennell, London.—*M'Donell*, G. wine broker, adjourned. Follett, London.—*Mason*, A. coach proprietor, none made. Groom, London.—*Mercer*, R. silk mercer, final, 3½d. Young, Leeds.—*Mitchell*, R. hosier, second, 2s. Christie, Birmingham.—*Moore*, S woollen draper, final, 3d. Green, London.—*Newman*, A. A. saddler, 1s. 6d. Green, London.—*Palmer*, F. W. colonial broker, 2s. 6d. Green, London.—*Park*, G. cowkeeper, first, 2s. Whitmore, London.—*Pettit*, R stablekeeper, adjourned, Turquand, London.—*Pidding*, J. R. merchant, final, none made. Johnson, London.—*Pinkerton*, R. merchant, 1s. 3d. Johnson, London.—*Powell*, E. P. tailor, 3½d. Belcher, London.—*Reynolds*, T. jun. merchant, 1s. 8d. Edwards, London.—*Salter*, G. builder, 10d. to new proofs. Pennell, London.—*Sandemain* and *Co.* merchants, final joint, 1½d. Green, London.—*Scott*, A. auctioneer, 8d. Green, London.—*Scott*, W. wine merchant, 2s. 1d. Johnson, London.—*Sharp* and *Co.* upholsterers, sep. C. 11s. 4d. Green, London. *Spark*, A. wine merchant, none made, Johnson, London.—*Staples*, C. milliner, first, 1s. 2½d. Whitmore, London.—*Stein* and Co. merchants, joint, 6d. sep. none made. Groom, London.—*Stevens*, R. china dealer, 3½d. Belcher, London.—*Stockdale*, R. merchant, 3½d. Belcher, London.—*Stocken* and *Co.* coachmakers, 1s. 9d. Lackington, London.—*Stringer*, J. R. clothier, *sine die.* Turquand, London.—*Walsh*, R. H. warehousman, first and final, 1s. Young, Leeds.—*Watson*, R. silk manufacturer, final, 3½d. Young, Leeds.—*Whitelaw* and *Co.* carpenters, 1s. 1½d.—*Wood* and *Port*, screw manufacturers, first sep. Port, 20s.; first sep. Wood, 1s. 3d. Whitmore, Birmingham.

Insolvents' Estates.

Allen, T. lieutenant in the navy, 10d.—*Dessiou*, J. F. master in the navy, 5s.—*Hiles*, J. C. porter dealer, Shrewsbury, 7s.—*Jefferies*, J. warehouse keeper in the Customs, 6s. 4d —*Peirse*, T. groom, Richmond, Yorkshire, 2s. 10½d.—*Pote*, B. E. late in the employ of the Post-office, 1s. 9d.—*Powell*, I. corn dealer, Bristol, 20s.—*Templer*, G. H. clerk, 2s. 6d.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, Aug. 16.

Archibald, J. clerk, Newent, Gloucestershire, Aug. 8. Trusts. B. Green, mercer, and T. Hartland, druggist, both of Newent. Sol. Jones, Ledbury.—*Day*, W. farmer and miller, Balsham, Cambridgeshire, Aug. 13. Trusts. D. P. Day, builder, Linton, J Garner, auctioneer, and E Missen, yeoman, both of Cambridge. Sol. Adcock, Cambridge.—*Tomlinson*, C. linen draper, Bow-lane, Aug. 6 Trust. J. W. Liggins, warehouseman, Wood-st. Cheapside, Sol. Loxley, Cheapside.

Gazette, Aug. 20.

Chapple, T. and *Clarke*, C. linen drapers, Great Dover-road, Aug. 15. Trusts J. Bradbury, warehouseman, Aldermanbury, and T. Tarsey, warehouseman, Lad-lane. Sols. Messrs. Sole, Aldermanbury.—*Grigg*, R. general merchant, East Looe, Cornwall, Aug. 13. Trusts J. Grigg, yeoman, Talland, J. Olver, butcher, Morval, and C Tregenna, draper, East Looe. Sols. Little and Hearle, Looe and Devonport.—*Hitchcock*, J. R. haberdasher, New Sarum, Wilts, June 28. Trust. S. R. Block, merchant, Paternoster-row. Sols. Hardwick and Davidson, Weavers' Hall, Basinghall-st. *Hurndall*, T. linen draper, Llanelly, Aug. 2. Trusts. J. Bradbury, warehouseman, and S. Wreford, warehouseman, both of Aldermanbury. Sols. Messrs. Sole, Aldermanbury.—*Jer*, H. tailor and draper, King's Lynn, July 24 Trust R. Garland, warehouseman, Wood-st. Sol. Goddard, Wood-st.—*Russell*, R. laceman, Oxford-st. July 30. Trust. P. Jackson, warehouseman, Wood-st. Sol. Goddard, Wood-st.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, Aug. 16.

LOCK, FREDERICK, painter and glazier, Lambeth-walk, Surrey, Aug. 26, at half-past eleven, Sept. 28, at eleven, Basinghall-st. Com. Goulburn; Green, off. ass.; Marsden, Cloak-lane, sol. Date of fiat, July 30. J. Christie, merchant, Glasgow, pet. cr.

LAW, WILLIAM, draper, Reading, Berkshire, Aug. 23, at half-past ten, Sept. 26, at half-past eleven, Basinghall-st Com. Fonblanque; Pennell, off ass.; Moger, Paternoster-row, sol. Date of fiat, Aug. 10. A. Beater and J. Coster, warehousemen, Aldermanbury, pet. crs.

RUTHERFORD, GEORGE SHORTRIED, and RUSSELL, SAMUEL, Britannia metal manufacturers, Sheffield, Yorkshire, Aug. 30 and Sept. 27, at eleven, Leeds, Com West; Fearne, off. ass.; Duncan, Featherstone-buildings, Unwin, Sheffield, and Blackburn, Leeds, sols. Date of fiat, Aug 9. E. B. Schofield, auctioneer, Sheffield, pet. cr.

SHORE, JOHN, flannel manufacturer, Rochdale, Lancashire, Aug. 27, at eleven, Sept. 20, at twelve, Manchester; Fraser, off. ass.; Heaton, Rochdale, Wilson, Manchester, and Chester and Co. Staple-inn, sols. Date of fiat, Aug. 5. J. R. Colley, agent, Manchester, pet. cr.

TAYLOR, JOHN, licensed victualler and anvil maker, Fighting Cocks public House, Deritend, Birmingham, Aug. 27 and Oct. 1, at twelve, Birmingham; Christie, off. ass; Capper, Birmingham, sol. Date of fiat, Aug. 9. F. Kettle, corn dealer, Birmingham, pet. cr.

WALTON, HENRY CHRISTMAS, surgeon and apothecary, Steel-st. Liverpool, Aug. 29 and Sept. 26, at twelve, Liverpool, Com. Ludlow; Bird, off. ass.; Chester and Co. Staple-inn, and Tyrer, Liverpool, sols. Date of fiat, Aug. 12. T. Derham, twine manufacturer, Lancaster, pet. cr.

WEST, HENRY, grocer and draper, Burgh, Lincolnshire, Aug. 30 and Sept. 27, at eleven, Leeds, Com. West; Young, off. ass.; Overdale and Co. Bedford-row, Ingoldby and Son, Louth, and Blackburn, Leeds, sols. Date of fiat, July 22. W. Tate and B. Hyde, grocers, Louth, pet. crs.

WHITE, JOHN CHARLES, and WHITE, CHARLES HORWOOD, music sellers, Milsom-st. Bath, Aug. 30 and Sept. 11, at twelve, Bristol, Com. Stevenson; Acraman, off. ass.; English, Bath, sol. Date of fiat, July 29. J. S. Broadwood, T. Broadwood, and H. F. Broadwood, piano forte manufacturers, Great Pulteney-st. pet. crs.

YORK, HENRY CHARLES, lodging-house keeper and school master, 12 and 13, Cheltenham-place, Westminster-road, Aug. 23 and Sept. 26, at eleven, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Hubbard, Queen-st.-pl. sol. Date of fiat, Aug. 14. C. Bean, Brudenell-pl. New North-road, pet. cr.

Gazette, Aug. 20.

BRITTON, WILLIAM, manufacturer of linen cloth, Borrowby, Yorkshire, Aug. 30 and Oct. 4, at eleven, Leeds, Com. West; Freeman, off. ass.; Maples and Co. Frederick's-place, Old Jewry, Arrowsmith and Co. Thirsk, and Payne and Co. Leeds, sols. Date of fiat, Aug. 6. H. Dresser, Leeds, on behalf of the Yorkshire District Bank, pet. cr.

EDWARDS, EDWARD, draper and hosier, 35, City-road, St. Luke's, Aug. 28. at half-past ten, Sept. 26, at twelve, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Turner and Henaman, Basing-lane, sols. Date of fiat, Aug. 16. On his own petition.

FULLER, WILLIAM, currier, Cliffe, near Lewes, Sussex, Aug. 30, at ten, Oct. 10, at eleven, Basinghall-st. Com. Williams; Graham, off. ass.; Walthew, Furnival's-inn, sol. Date of fiat, Aug. 16. P. K. Duncan, currier, 17, Half Moon-st. Bishopsgate, pet. cr.

GILES, GEORGE FREDERICK, carver and gilder and picture dealer, 51, Bedford-st. Covent-garden, Aug. 30, at two, Oct. 3, at half-past twelve, Basinghall-st. Com. Fane; Alsager, off. ass.; Cox, Sise-lane, sol. Date of fiat, Aug. 12. T. Flight, esq. Bond-court, Walbrook, pet. cr.

GOOD, EDWARD MARK, farmer and cowkeeper, Rye-lane, Peckham, and Goose-green, Dulwich, Aug. 30, at one, Oct. 1, at two, Basinghall-street, Com. Fane; Alsager, off. ass. Date of fiat Aug. 16. G. Gibbs, warehouseman, Wood-st. Cheapside, pet. cr.

GREGG, JAMES, blacksmith and farrier, Birmingham, Warwick, Sept. 5, at half-past eleven, Oct. 3, at one, Birmingham; Valpy, off. ass.; Smith, Walsall, and Collis, Birmingham, sols. Date of fiat, Aug. 15. J. Starkey, house agent, Birmingham, pet. cr.

MANGILIER, JOHN, watch and clock maker and jeweller, 73, Oxford-street, Middlesex, Aug. 30, at half-past one, Oct. 8, at twelve, Basinghall-street, Com. Fane; Alsager, off. ass.; Willoughby and Jaquet, Clifford's-inn, sols. Date of fiat, Aug. 17. On his own pet.

PURT, GEORGE, ale and porter merchant, 78, Upper Thames-street, Aug. 29, at half-past eleven, Oct 8, at one, Basinghall-st. Com. Fonblanque; Pennell, off. ass; Beanlands, Cook's-ct. Carey-st sol. Date of fiat, Aug. 16. D. Lloyd, tea-dealer, Rood-lane, pet. cr.

ROBERTS, THOMAS, linen draper, Blackman-st. Southwark, Aug. 30, at twelve, Oct. 1, at one, Basinghall-street, Com. Fane; Whitmore, off. ass.; Messrs. Sole, Aldermanbury, sols. Date of fiat, Aug 13. A. Beater and J. Coster, warehousemen, Aldermanbury, pet. crs.

PARTNERSHIPS DISSOLVED.

Gazette, Aug. 13.

Alex, M. and *Levason*, J. surgeon dentists, Cheltenham, Aug. 12.—*Andrews*, T. and *Thorpp*, S. coal masters, West-bromwich, July 12. Debts paid by Andrews.—*Austen*, T. sen. and jun. farmers, Frant, Kent, Aug. 2.—*Bluet*, H. and *Whitmarsh*, E. W. wine and spirit merchants, Taunton, Aug. 8. Debts paid by Whitmarsh.—*Browne*, T. and *Watson*, C. fringe makers, Little Moorfields, Aug. 12. *De Lasaux*, T. P and *Clifton*, G. W. wine merchants, Canterbury, Oct. 1. Debts paid by De Lasaux.—*Child*, T. and *Silvester*, C. buckle and gill pin and cast steel wire manufacturers, Hathersedge, Feb. 12.—*Clemson*, W. (deceased) and *Vaughan*, J. bleachers, Manchester, Aug. 10, 1842. Debts paid by Vaughan and John Clemson.—*Coulston*, G., J. and T. jun tanners, Lancaster and Skirton, July 1, so far as regards Coulson, jun. Debts paid by the remaining partners.—*Crump*, G H. and *Hassall*, T. K. attorneys, Liverpool, Aug. 7.—*Haslewood*, G. D. and *Teed*, J. L. surgeons, Cradley, Worcestershire, June 24.—*Jarvis* M. *Quaife* T. *Emery*, T. *Winch*, J. and *Tucker*, J. carriers to and from London and Brighton, July 22. Debts paid by J. Streeter, corn dealer, Brighton.—*Jeffreys*, S. and S. straw hat manufacturers, Edgeware-road, Aug. 9.—*Leonard*, G and T hop merchants, Birmingham, Aug. 8. Debts paid by G. Leonard.—*Moore*, P. *Edelston*, P. and *Williams*, J. A. pin manufacturers, Lightpool-mills, near Stroud, and Crown-court, Cheapside, Aug 9. Debts paid by Edelston and Williams.—*Oliver*, J. and *Simmons*, J. bookbinders, Bristol, Aug. 2. Debts paid by Oliver.—*Parker*, T *Hackett*, J and *Kent*, H. tobacco manufacturers, Leicester, July 30.—*Richardson*, J. and *Hodgson*, J merchants and manufacturers, Sheffield, Aug. 9.—*Smith*, E. and *Seyr*, L. schoolmistresses, Clapton-square, Aug. .—*Warner*, W. sen. and jun. and R. linen and woollen drapers, July 5, so far as regards Warner, sen. Debts paid by the remaining partners.—*Wilson*, J. *Bromilow*, D and *Foster*, H. and R. ropemakers, Haydock, Lancashire, Nov. 23.

Gazette, Aug. 16.

Beeby, W. and *Brown*, T. slate merchants, Maryport, Aug 9. Debts by Brown.—*Chapman*, G. S. and *Chapman*, C. T. tavern keepers, Bishopsgate-st. Aug. 15.—*Cork*, J. F. and *de Carle*, J. L. coach makers, New Bond-st. Aug. 13.—*Cronk*, R. W. and *Tapley*, W. grocers and drapers, Aug. 10, Seal.—*Davis*, M. and *Aaron*, H. dentists, Bristol, Aug. 12. Debts by Davis.—*Green*, C. and *Dimsdale*, E. J. A. merchants, Coleman-st. Aug. 13. Debts by Green.—*Hesketh*, W. T. *Hesketh*, H. and *Hesketh*, E. corn dealers, Manchester, so far as regards E. Hesketh, June 24. Debts by the remaining partners.—*Hind*, R. and *Clarke*, R. iron founders, Carlisle, Aug 12.—*Kenner*, O. and C mealmen, Chelsea, Aug. 8.—*Mellersh*, T. *Marshall*, H. and *Mellersh*, H. attorneys, Godalming, Aug. 24.—*Park*, J. *Wemyss*, J. *Chalmers*, L. *Park*, J. *Lovie*, J., *Walker*, G. *Walker*, J. and *Webster*, J. under the firm of the Fraserburgh Ship and Boat Building Company, Fraserburgh, Dec. 23.—*Penny*, T. and *Penny* G. J. painters, Berkeley-st. Connaught-square, June 24. Debts by G. J. Penny.—*Phillips*, T. *Cooper*, T. W. and *Rough*, R. so far as regards Rough, July 30, 1843.—*Reddin*, D. *Reddin*, M. J. and *Reddin*, E. contractors, Castle-yard, Holland-st. and elsewhere, so far as regards D. Reddin, July 18. Debts by the remaining partners.—*Shuttleworth*, J. and *Godwin*, R. W. boatwrights, Lincoln, Aug. 14. Debts by Godwin.—*Swift*, F. G. and *Swift*, C. G. stock and shirt front makers, Addle-st. Aug. 9.—*Thomlinson*, W. and *Robson*, E. farmers, Hesket, Cumberland, June 1.—*Weedon*, W. *Barker*, J. and *Codner*, A. H. London, so far as regards Weedon, Aug. 12.—*Williams*, W. and P. silk mercers, Chester, Aug. 12. Debts by R. Williams.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, Aug. 13.

Anderson, R. farmer, Hartburn, Northumberland.—*Bently*, W. tailor, Hitchen.—*Carstairs*, G. cabinet maker, Foley-place, Marylebone.—*Graham*, M. attorney Middlesborough.—*Green*, H. omnibus driver, Park-street, Camden-town.—*Henessey*, J. F. carpenter, Cheltenham.—*Reynolds*, G. blacksmith, Blacktoft.—*Richardson*, G. out of business, Leamington Priors.—*Sabine*, J. brewer, Portsmouth.—*Sawyer*, T. F. tailor, Romford.—*Wharton*, T. labourer, Skipton.

Gazette, Aug. 16.

Hinks, W. out of business, Portsea.—*Nicholson*, M. mercer, Bedlington.—*Nunn*, J. in no business, Cambridge.—*Rice*, H. in no business, Leicester.—*Tarrant*, T. in no business, Cambridge.

From the Gazette of Friday, August 23.

Bankrupts.

Good, E. M. farmer, Peckham.—*Cook*, T. silver cutler, Kirby-street, Hatton-garden.—*Peters*, E. brewer, Godstone, Surrey.—*Beesley*, R. wine cooper, Oxford-st.—*Noel*, G. and W. shoemakers, Jermyn-street, St. James's.—*Barrs*, T. and R. tobacco manufacturers, Worcester.

Sales by Auction.

VALUABLE FREEHOLD and COPY-HOLD PROPERTY near CLITHEROE.—The following very valuable Freehold and Copyhold Estates situate in Slaidburn Newton, in Bowland, and Eazington, in the West Riding of the County of York, will be offered for SALE by PUBLIC AUCTION, by Mr. JOHN HAWORTH, early in the Spring of the year 1845, either altogether or in the following or such other Lots as shall be agreed upon at the time of Sale.

The Estates lie near to the populous Market Towns of Clitheroe, Gisburn, and Settle, and comprise several compact and very desirable Farms, containing altogether 583 acres, 2 roods, and 8 perches, or thereabouts, statute measure; together with the Wastes and Waste Lands and Rights of Common, Common of Pasture and Turbury; also Slaidburn Water Corn-Mill, at which the tenants, residents, and inhabitants of the manor of Slaidburn are bound to grind their corn, grain, and malt.

Lot 1.—The Gamble Hole Estate or Farm, in Newton in Bowland, in occupation of Mr. Thomas Woodcock, as tenant thereof, and comprising dwelling-house, barn, stable, shippon, turf-house, and other outbuildings, and the following fields or closes of land, viz:—

	A.	R.	P.
Eighth Acre	9	3	0
Part of Eighth Acre	5	3	30
Great Moor Close	46	0	23
Silver Lands	5	2	38
Croft	1	2	1
Fold	1	0	9
Jack Field	10	1	8
Well Field	13	0	14
Plantation	0	0	35
Ditto	2	1	16
Lower Wood Field	6	0	12
Higher ditto	6	3	3
Higher near Stephen Field	4	2	14
Lower near Stephen Field	8	2	36
Higher Stephen Field	4	2	38
Lower far Stephen Field	7	1	1
	134	0	32

Lot 2.—The Brunghill Moor Estate, in Newton aforesaid, in the occupation of William Carr, as tenant, and comprising the dwelling-house, barn, stable, shippons, and other outbuildings:—

	A.	R.	P.
Brow	8	0	26
Middle Copy	11	3	27
Cross Rigs	29	0	2
Near Buildings	0	0	15
Field before Door	6	2	27
Meadow	15	0	24
Back Copy	15	3	31
	86	3	32

Lot 3.—The Brownhills Estate, in Newton aforesaid, in the occupation of Messrs. Thomas and John Woodcock, as tenants, and comprising the dwelling-house, barn, stable, shippon, and other buildings:—

	A.	R.	P.
Back Field	6	0	9
Stubble	3	1	18
Meadow	7	2	2
New Farm House	0	0	35
Gill Field	4	2	31
	21	3	15

Lot 4.—The New Close Estate or Farm, in Slaidburn aforesaid, in the occupation of James Pindar, as tenant, and comprising the dwelling house, barns, stable, shippons, and other outbuildings, and the following closes of land, viz.:—

	A.	R.	P.
Site of Building and Fold	0	1	0
Row Moor Close	7	3	6
Little Heak Hills	14	3	34
Great Heak Hills	22	1	9
Field back of the House and Little Field	10	2	26
Little Wood	10	3	0
Home Meadow	12	0	20
New Break	11	0	17
Woods	12	0	9
Woods	4	1	35
Marshes	7	0	10
Middle Meadow and Barn	14	1	24
Marshes	22	1	6
Marsh Meadow	24	0	28
	174	1	24

Lot 5.—The Colly Holme Estate or Farm, in Slaidburn aforesaid, in the occupation of John Parker, as tenant, and comprising the dwelling-house, barn, stable, shippon, and other out-buildings, and the following closes of land, viz.:—

	A.	R.	P.
Great Spencer Field	13	1	2
Black Copt Hill	4	0	9
Copt Hill	23	0	2
Little Spencer Field	7	2	25
Spencer Wood	4	3	31
Spencer Holme	2	1	39
Far-plat Clough Hill and New Break	41	1	27
Little Barn Field	11	2	22
Hollins Meadow	16	2	25
Harker Holme	7	0	12
Joe Wood	3	0	2
Great Holme	12	3	38
Great Barn Field	18	0	21
	166	0	25

Lot 6.—All that Water Corn-Mill, called Slaidburn Mill, with the kiln, maltshire, stable, cottage, garden, waste lands, walls, goits, wears, dams, cuts, lodges, reservoirs, wheels, going gear, machinery, and apparatus thereunto belonging, situate in the township of Slaidburn, and lately in the occupation of Joseph Whoof, but now untenanted.

The tenants, residents, and inhabitants of the towns and hamlets of Slaidburn, Woodhouse, Highfield, Newton, Slewinecrow, and Knowmere have immemorially been accustomed and still ought to grind all their grain, malt, and corn at the said mill, which said usage was confirmed, settled, and established by certain decrees made in the Duchy Court of Lancaster, at Westminster, in the 17th year of the reign of King James the First, and by an Act of Parliament made and passed in the fourteenth year of the reign of King Charles the Second. The said mill is subject to the payment of the yearly fee-farm rent of 4l. 6s. 8d.

Lot 7.—A Dwelling-house and Shop with the appurtenances at Slaidburn, in the occupation of Richard Jackson.

Lot 8.—A Cottage and Garden at Slaidburn, in the several occupations of James Heyes and James Hargreaves.

Lot 9.—A Cottage and Garden at Slaidburn, in the occupation of Matthew Isherwood.

Lot 10. A Cottage and Garden at Newton, in the occupation of the Overseers of Newton; also a small Croft or Field at Newton, in the occupation of Thomas Veevers; and two gardens at Newton, adjoining thereto, in the several occupations of Richard Walker and Henry Fairclough.

Lot 11.—The materials and sites of two old cottages, and a garden at Newton, with the appurtenances, formerly occupied by Joshua Parsons, which premises adjoin on the south-west side to a dwelling-house or cottage belonging to Mr. Leonard Wilkinson, and in the occupation of Lawrence Maredon.

The respective tenants will shew the estates, and further information may be obtained of Mr. Henry Smith, of Booths-Town, Worsley, near Manchester, cotton spinner; Messrs. John Ashworth and Sons, Turton, near Bolton; Mr. Edward Scott, Solicitor, Wigan, and of Mr. George Whitehead, or Messrs. T. A. and J. Grundy, Solicitors, Bury, Lancashire, of whom may be had printed particulars and lithographic plans of the property.

DESIRABLE INVESTMENT. -Freehold Estate at Dadlington, in the County of Leicester.—To be SOLD by AUCTION, by Mr. JAMES HOLLIER, on Tuesday, the 27th day of August, 1844, at three for four o'clock in the afternoon, at the Three Horse-shoes Inn, in Stoke Golding (by order of the assignees of Michael Hall, a bankrupt and free from auction duty), a valuable FREEHOLD ESTATE, comprising a good Farm-house, with all requisite and convenient Farm Buildings, Yard, Garden, and several closes of excellent Arable, Meadow, and Pasture Land, containing together 94a. 2r 33p. (more or less), situate in the parish or township of Dadlington, in the county of Leicester, known by the name of Dadlington Farm, in the following or such other lots as may be declared by the vendors at the time of sale, and subject to such conditions as will be then produced, viz.:—

LOT 1.

No. on the plan.		Cultivation.	Quantity a.	r.	p.
1	House and Homestead, &c.		0	2	8
2	Orchard		0	3	19
3	Waggon Hovel Close	arable	6	3	7
4	Little Brook Field	arable	3	3	1
5	House Close	pasture	10	1	33
6	Second Daisey Close	arable	4	1	20
7	First Daisey Close	arable	4	2	1
8	Big Close	arable	9	1	18
9	Marlpit Close	arable	6	1	1
10	Road Close	arable	6	0	3
11	Four Oaks	arable	4	2	20
12	Fenne Meadow	meadow	8	2	10
			66	0	21

LOT 2.

13	Nether Gorse	arable	5	0	37
14	Far Gorse	arable	6	1	28
15	Orchard Close	arable	5	0	16
16	Finger Post Close	arable	5	0	21
			21	3	22

LOT 3.

17	Shenton Close	pasture	3	3	22
18	Shenton Meadow	meadow	2	3	8
			6	2	30
	Total		94	2	33

The Estate is situate four miles from Hinckley, six from Atherston, and fourteen from Leicester.

To view the Estate, apply to Mr. Freith, the landlord of the Three Horse-shoes Inn, Stoke Golding.

Any sum not exceeding two-thirds of the purchase-money may remain on the Estate.

For further particulars and lithographed plans of the Estate, apply at the offices of Mr. CHRISTIE, Official Assignee, Birmingham; Mr. JARVIS, Solicitor, Hinckley; Mr. FRANCIS SANDARS, Surveyor, Derby; or Mr. MOSS, Solicitor, Derby.

Valuable Public-house, Camden-town.

MESSRS. WARLTERS, LOVEJOY, and SON will SELL by AUCTION, at Garraway's, on Tuesday, September 3, at twelve, by direction of the executors of Mr. W. Bridge, deceased, the LEASE for twenty years, with possession, at a ground-rent of 60l. per annum, of the OXFORD ARMS PUBLIC-HOUSE, corner of Seymour-place and James-street, fronting the Hampstead-road, the goodwill of the large beneficial trade, many years carried on by the late Mr. Bridge, and well known as one of the best houses in that neighbourhood.

Particulars had on the premises; at Garraway's; and of the Auctioneers, 55, Chancery-lane.

Leasehold Ground-rents for 99 years, near Regent's-park, under the Crown, including a valuable Public-house.

MESSRS. WARLTERS, LOVEJOY, and SON will SELL by AUCTION, at Garraway's, on Tuesday, September 3, at Twelve, in six lots, by order of the executors of the late Mr. W. Bridge, improved GROUND-RENTS, amounting to 224l. 10s. 6d. per annum, with valuable reversions, arising out of the Cape of Good Hope Public-house, Albany-street, the houses from Nos. 2 to 17 inclusive, on the south side of William-street, Nos. 41, 42, 43, Munster-street, a tenement in Little Albany-street, a ditto, No. 11, Frederick-street, No. 47, Clarence-gardens, a tenement at back thereof, and fronting Little Albany-street north. May be viewed by permission of the tenants.

Particulars had at the Cape of Good Hope Public-house; at Garraway's; and at the Auctioneers', 56, Chancery-lane.

EUSTON SQUARE.—On Lord Southampton's estate, and one of the lines of the Metropolis Improvements.

MR. SPEARMAN is directed to SELL by AUCTION, at Garraway's, Change Alley, Cornhill, on Wednesday, August 28th, 1844, at Twelve for One o'clock, a substantial RESIDENCE in good repair, most eligibly situate on the newly-formed line of street from Waterloo-bridge to Hampstead, being No. 17, George-street, Euston-square, in the occupation of the proprietors, and of the presumed value of 60l. per annum; a tenant may readily be commanded at 100l. per annum; lease 80 years; ground-rent 20l.; land-tax redeemed.

May be viewed, and particulars had of E. T. S. KNIGHTLEY, esq. Solicitor; on the premises; at the Angel, Islington; Garraway's; and of the Auctioneer, 77, Old Broad-street, Royal Exchange, and Stoke Newington-road.

Desirable long Leasehold Investments and Residences for occupation, delightfully situate near to the Regent's-park and Primrose-hill, subject to very moderate and peppercorn ground-rents.

MR. SPEARMAN is instructed to SELL by AUCTION, at Garraway's Coffee-house, Change-alley, Cornhill, on Wednesday, August 28, 1844, at Twelve o'clock, VALUABLE LEASEHOLD PROPERTIES, consisting of Two new and handsome Residences, situate Nos. 1 and 3 Albert-terrace, Queen's-road, St. John's Wood, one let at 45l. and the other for occupation, adapted for a medical practitioner, for whom there is an opening; and Two convenient Residences, Nos. 16 and 17, St. John's Wood terrace, Portland-town, one let for three years certain, at 45l. the other ready for occupation, also, a new substantial Cottage, situate No. 15, Townsend Cottages, contiguous, let on agreement for three years at 22l.; held by separate leases from the freeholder for the respective term of 76 and 80 years, at ground-rents of 3l. 9s., 4l. 7s. 6d., 5l. and a peppercorn respectively, land-tax redeemed, and excellent drainage.

May be viewed (the tenanted portion by permission of the respective occupiers), and particulars had of HUTTON MONKHOUSE, Esq. Solicitor, 118, Lower Stamford-street, Blackfriars-road; at the Eyre Arms, St. John's Wood; the York and Albany, Regent's-park; Angel, Islington; Garraway's; and of the Auctioneer, 77, Old Broad-street, Royal Exchange, and Stoke Newington-road.

Capital and very valuable Freehold Estates, Woods, and surrounding Farms, at Mistley and Manningtree, in the county of Essex, on the borders of Suffolk, and offering Landed Investments of the very first character.—By Messrs. HOGGART and NORTON, at the Auction Mart, on Friday, September 13 (instead of September 5, as previously advertised), at Twelve, in thirty lots, unless an acceptable offer should be previously made by private contract.

Lot 1. A VALUABLE FREEHOLD ESTATE, comprising New Hall Farm, with a large farm-house, capacious barns, and outbuildings, with 364 acres of fine arable and pasture land; in the occupation of Mr. Page, tenant at will.

Lot 2. The Heath Farm, with Farm-house and outbuildings, and 86 acres of land, in the occupation of Mr. Parminter.

Lot 3. Dickley Hall Farm, a capital freehold property, with a comfortable farm-house and buildings, and about 350 acres of fine arable and pasture land, in the occupation of Mr. Pertwee.

Lot 4. Stacie's Farm, with farm-house and buildings, and about 313 acres of arable and pasture land. On lease to Mr. Keningale.

Lot 5. Ford Farm, with house and buildings, and about 80 acres of land. In the occupation of Mr. W. Parminter, sen.

Lot. 6. Dove House Farm, with a superior farm-house, capital barns, gamekeeper's cottage, lake, fish-ponds, and 467 acres of fine arable, pasture, meadow, and water-meadow land. In the occupation of Mr. Freeborn.

Lot 7. The Dairy House Farm, in the centre of the park, with an ancient and substantial residence, with capital offices and out-buildings of every description, and seventy-eight acres of luxuriant meadow and water-meadow land.

Lot 8. Part of the Home Park, containing twenty-five acres of meadow land. In the occupation of Mr. Freeborn.

Lot 9 Will comprise the Entrance Lodge on the west side of Mistley-park, together with the beautiful gardens, gardener's house, and about sixty-three acres of excellent meadow, ornamented with groves and timber, and in a beautiful situation for the erection of a villa. In hand.

Lot 10. The Entrance Lodge on the north-west side to Mistley-park, together with twenty-nine acres of meadow land, forming part of the park, with powerful surface-springs, capable of irrigating the whole.

Lot 11. An important Freehold Property adjoining, extending in front of the residence of Edward Norman, esq. comprising forty-five acres of fine grazing land, including the site of ground upon which the mansion and offices stand.

Lot 12. Fourteen acres of water-meadow near the church.

Lot 13. Thirty-four acres of water-meadow and pasture land adjoining.

Lot 14. Eighteen acres of luxuriant pasture and water-meadow land, having a considerable frontage to the road near the town of Mistley.

Lot 15. Eighteen acres of land adjoining, with three cottages and gardens, a portion of which has been used for ballast for the supply of the port of Mistley.

Lot 16. A Freehold Farm, containing sixty-one acres of land lying in a ring fence, offering a most beautiful site for the erection of a villa, possessing extensive prospects over the River Stour. In the occupation of Edward Norman, esq. and others.

Lot 17. White's Farm, a delightful freehold property of fifty-seven acres of land, near the town of Mistley.

Lot 18. An inclosure of meadow land, contiguous to the rectory of Bradfield, in the occupation of the Rev. Mr. Randolph.

The remaining lots will consist of various plots of ground at the entrance of Manningtree, admirably adapted for the purposes of building.

May be viewed by permission of the tenants, and particulars with plans will shortly be ready, and may be had of Messrs. Fladgate, Young, and Jackson, Solicitors, Essex-street, Strand; of Messrs. Ambrose and Son, Solicitors, Manningtree; of Mr. Gilbert, Land Surveyor, Colchester; at the Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange; particulars also at the Thorn Tavern, Mistley; at the White Horse, Ipswich; and at the principal inns at Colchester and Manningtree.

Sales by Auction.

Valuable and well-secured Leasehold Rentals, producing together nearly 500*l.* per annum, secured upon very substantial and well-built Property, near the Missionary Church College, Islington, and offering very eligible Investments. By Messrs. HOGGART and NORTON, at the Auction Mart, on Friday, August 30, at Twelve, in Ten Lots,

EIGHT very substantial and well-built HOUSES, pleasantly situate in College-terrace, Islington, each containing spacious attic, three bed-rooms; drawing-room, two parlours communicating by folding doors, water-closet, servants' offices and garden in the rear; in the occupation of respectable tenants, at rentals of 55*l.* per annum for each house. They are held under separate leases, for a term of seventy years, at ground-rents of 7*l.* 10*s.* per annum for each house, and they will be subdivided into six lots, according to the leases.

Lots 7 and 8 will comprise two genteel residences, nearly adjoining the above, but of smaller character, let at rentals of 45*l.* and 50*l.* per annum, and held for seventy years, at ground-rents of 5*l.* per annum for each house.

Lots 9 and 10 consist of two houses in Upper Park-street, Islington, each containing three sitting-rooms, three bed-rooms, and servants' offices, with garden in the rear, let at rentals at 36*l.* per annum for each house, and held for sixty-four years at ground-rents of 5*l.* per annum for each house.

May be viewed by leave of the tenants; and particulars had of Messrs. LE BLANCS and COOK, Solicitors, New Bridge-street, Blackfriars; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

Leasehold Investments, arising out of several Houses in North-crescent, Alfred-place, Tottenham Court-road, Upper Marylebone-street, and St. Clement Danes, St. Clement's, producing together about 520*l.* per annum.—By Messrs. HOGGART and NORTON, at the Auction Mart, on Friday, August 30, at Twelve, in five Lots:—

Lot 1. A LEASEHOLD RESIDENCE, situate No. 6, North-crescent, Alfred-place, Tottenham Court-road, with coach-house and stable in the rear; let to Mrs. Taylor, at 75*l.* per annum, and held for an unexpired term of fifty-seven years, at a ground-rent.

Lot 2. A Leasehold Residence, situate No. 30, Alfred-place; let to Mr. James Smith on lease, at 70*l.* per annum, and held for an unexpired term of sixty years, at a ground-rent.

Lot 3. Two Leasehold Residences, Nos. 3 and 4, in Alfred-place, and other premises in Alfred-mews; let at rentals producing together 165*l.* per annum, and held for an unexpired term of fifty-seven years, at a ground-rent.

Lot 4. A capital Leasehold Residence, containing numerous rooms, some of them of large proportions and very lofty, and a very extensive yard, with spacious workshops in the rear, formerly part of the Russian chapel; let to Mr. Dettmer, at a rental of 200*l.* per annum, and held for an unexpired term of thirty-three years, at a ground-rent of 3*l.* 10*s.* per annum.

Lot 5. A Leasehold House and Premises, east side of St. Clement's-lane, St. Clement Danes, held only for a short term.

May be viewed by permission of the tenants; and particulars had of T. G. KENSIT, esq. Solicitor, Skinners'-hall, Dowgate-hill; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

Whittington Hall, an important and very valuable Freehold Estate, situate within two miles of the market town of Chesterfield, in the county of Derby, with newly-built Mansion and Offices, capital Farms, Farm-buildings, &c. containing together about 500 acres.—By Messrs. HOGGART and NORTON, at the Auction Mart, on Friday, September 27, at Twelve, in One Lot. There are valuable Minerals under the estate, of which the purchaser will have considerable benefit.

A Very important and valuable FREEHOLD ESTATE, comprising WHITTINGTON HALL, together with the surrounding fine farms and woods, situate in the parishes of Whittington and Staveley, about two miles from Chesterfield, ten from the capital town of Sheffield, within easy distances of Matlock and Buxton, not more than ten miles from Chatsworth, the splendid seat of the Duke of Devonshire, and adjoining the eastern boundary of the North Midland Railway, by which this important estate is brought within a journey of nine hours to the metropolis. It comprises a stone-built mansion, constructed within a few years, at a very considerable expense, for the residence of the proprietor, most delightfully placed in the midst of park-like grounds, very richly timbered, and commanding very extensive views of fine, bold, and picturesque scenery. It contains twelve principal and secondary bed-chambers, dressing-rooms, entrance-hall with oak stair-case, breakfast-room, library, dining, and drawing-rooms of good dimensions, well-arranged offices and cellarage, excellent stabling, double coach-house, and various out-buildings, lawn, pleasure-grounds, productive gardens, and several inclosures of fine rich pasture and arable lands. The Lodge Farm, immediately adjoining, with farm-house, farm-buildings, and 160 acres of fine rich arable, meadow, and wood land; Whittington Hall Farm, also adjoining, with farm-house and farm-buildings, and seventy-two acres of rich arable and pasture land; Grass Croft Farm, a most desirable farm, easy of cultivation, with farm-house, buildings, and 101 acres of fine arable, pasture, and wood land, in the occupation of Mr. A. Cupitt.

To be viewed, and printed particulars, with a plan, may be had at the Angel Inn, Chesterfield; Tontine, Sheffield; Red Lion, Rotherham; Matlock Bath Inn, Matlock; Saint Ann's Hotel, Buxton; King's Head, Derby; Moseley Arms, Manchester; Albion Hotel, Liverpool: Hen and Chickens, Birmingham; the Black Swan, York; of Messrs. SMITH and ALLISTONS, Solicitors, Warnford-Court, Throgmorton-street, London; Mr. George Haslehurst, mineral and land surveyor, Chesterfield; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

Sales by Auction.

The Tynley Hall Estate, in the County of Hants.

MESSRS. HOGGART and NORTON beg to inform the public that they have received instructions to offer for SALE the above most splendid PROPERTY, embracing upwards of 1,000 acres, subdivided into numerous farms, intersected by a beautiful trout stream, four miles in extent, with fine coverts and woods, abounding with game, water corn-mills, and park. The estate is surrounded by the properties of noblemen and gentlemen of the first consequence, and the fair annual value may be taken at 5,000*l.*

Broad-street, Aug. 16, 1844.

Farm, near Odiham, and upon the margin of Dogmersfield-park; also, Lands, Houses, and Property, close to the town of Odiham.—By Messrs. HOGGART and NORTON, at the Auction Mart, in October next,

GREAT RYE FARM, a most desirable and valuable Freehold Estate, near to Odiham, and adjoining to the estate of Lady Mildmay, comprising 132 acres of capital arable, meadow, and hop land, adapted for the growth of barley and turnips, four miles from the Winchfield Station, in a beautiful part of the county, with an ancient brick-built farm-house, barn, stabling, and out-buildings, in the occupation of the widow May, at an old low rent. Also, valuable allotments of land in Long Dean, close to the town of Odiham, with a dwelling-house, farm buildings, and premises, containing together forty-eight acres, with several cottages and gardens in the town.

May be viewed, and particulars will shortly be ready, and may be had at the George, Odiham; White Hart, Basingstoke; of W. L. T. Robins, esq. Bury-street, St. James's; of Mr. Webb, Murrell-green; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

Freehold Dwelling Houses in the town of Mistley, and Twelve Cottages on the Green, upon the margin of Mistley-park.—By Messrs. HOGGART and NORTON, at the Auction Mart, on Friday, September 13 (instead of September 6, as previously advertised), at Twelve.

A FREEHOLD ESTATE, situate in the town of Mistley, comprising three dwelling-houses, in the occupation of Messrs. Howard, Candler, and Etern, and the school house. Twelve substantial brick-built cottages, of uniform elevation, situate on Mistley-green and on the margin of Mistley-park, let to respectable tenants, at rentals amounting together to 96*l.* per annum.

May be viewed by leave of the tenants, and particulars, with plans, may shortly be had at the Thorn Tavern, Mistley; of Messrs. Fladgate, Young, and Jacksons, Solicitors, Essex-street, Strand; of Messrs. Ambrose and Son, Solicitors, Manningtree; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

KENT.—Valuable Freehold Farm, in the Isle of Sheppy.—By Messrs. HOGGART and NORTON, at the Auction Mart, on Wednesday, September 11, at Twelve.

LAYSDOWNE FARM, in the parish of Laysdowne, near East Church, in the Isle of Sheppy, a very desirable Freehold Estate, comprising a compact farm, containing about 122 acres of fine arable, pasture, and marsh land, in the county of Kent, with a farm house and all requisite out-buildings, now let to Mr Marden, whose lease is about to expire, of which possession will be given at Michaelmas next.

May be viewed, and particulars had at the Ship Hotel, Queenborough; Rose, Sittingbourne; of W. WOODROOFFE, Esq. Solicitor, New-square, Lincoln's-inn; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street Royal Exchange.

A well-secured Freehold Rental of 158*l.* 6*s.* 8*d.* per annum, arising out of extensive Wharfs, Warehouse, Workshops, and Premises, Rotherhithe-street, and a Freehold Rental of 16*l.* 13*s.* 4*d.* arising out of a Wharf and Premises nearly adjoining.—By Messrs. HOGGART and NORTON, at the Auction Mart, on Friday, September 27, at Twelve, in Two Lots.

Lot 1. A VALUABLE FREEHOLD NET RENTAL of 158*l.* 6*s.* 8*d.* per annum, being an undivided third part of an extensive property known as Lavender Dock, situate in Rotherhithe-street, and abutting upon Horseferry-stairs, having a frontage to the river of 396 feet, with a spacious dry dock, capable of receiving ships of large burden, granary, sawpits, dwelling-house, sheds, and counting-houses, under lease to the owner of the remaining two-thirds, who has recently laid out a considerable sum upon the premises, and the rent being chargeable upon the whole of the property with upwards of 500*l.* per annum, the security is first-rate and unquestionable.

Lot 2. A Freehold Rental of 16*l.* 13*s.* 4*d.* per annum, being an undivided third part of a stone wharf and premises, situate in Rotherhithe-street, nearly adjoining Lot 1, with substantial and newly-built stabling and loft over, in the occupation of Messrs. Denton and Safgent, highly repectable tenants, at a rental of 50*l.* per annum.

May be viewed; particulars had of Messrs. DRUCE and SONS, Solicitors, Billiter-street; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

Detached Pieces of valuable Land, near Newington, about two miles from Sittingbourne, Kent, together with Twelve Houses and Gardens, in the village of Newington.—By Messrs. HOGGART and NORTON, at the Auction Mart, on Wednesday, September 11, at twelve, in lots,

SUNDRY PIECES of rich Arable, Orchard, Hop, and Osier GROUNDS, contiguous to the high Dover-road, at Newington, some of them at Halstow and Hartlip, now and for many years past in Mr. Grace's occupation, of which immediate possession may be had; also, Twelve roomy Cottages, with gardens, in the village of Newington, and a valuable orchard and garden, with a neat cottage and offices, in the occupation of R. Goord, esq.

May be viewed, and particulars had at the Rose, Sittingbourne; of W. WOODROOFE, Esq. Solicitor, New-square, Lincoln's-inn; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

Sales by Auction.

Perpetual Advowson and Next Presentation to the Rectory of Mistley and Vicarage of Bradfield, with capital Parsonage-house and Glebe Land; also a Freehold Rent Charge in lieu of the great tithes of Bradfield.—By Messrs. HOGGART and NORTON, at the Auction Mart, on Friday, September 13 (instead of September 6, as previously advertised), at Twelve,

THE Perpetual ADVOWSON and Next PRESENTATION to the Rectory of Mistley and Vicarage of Bradfield, subject to the life of the incumbent. The tithes have been commuted at 834*l.* 2*s.* per annum, subject to a deduction of 40*l.* per annum, payable to the Cure of Manningtree, and to other deductions, rates, &c.; and there is an excellent and substantially built Parsonage-house, in beautiful order and condition, with offices of every description, gardens, and about — acres of glebe land. A Freehold Rent Charge, payable in lieu of the great tithes of Bradfield, which, in the year 1843, produced 450*l.* 9*s.* 1*d.*

Particulars will shortly be ready, and may be had of Messrs. Fladgate, Young, and Jackson, Solicitors, Essex-street, Strand; of Messrs. Ambrose and Son, solicitors, Manningtree; of Mr. Gilbert, land-surveyor, Colchester; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

Leasehold and well-secured improved Ground Rents, producing a net income of 52*l* 15*s.* 6*d.* per annum, and arising out of numerous houses at Mile-end.—By Messrs. HOGGART and NORTON, at the Auction Mart, on Friday, August 30, at Twelve, in one lot.

A Well-secured net INCOME of 52*l.* 15*s.* 6*d.* per annum, being improved ground-rent arising out of numerous houses in High-street, George-street, Old Montague-street, Chicksand-street, and other streets, Mile End, the rentals of which now produce a very large annual income, and which are held for a term of 61 years from Lady-day, 1807.

May be viewed, and particulars had of T. G. KENSIT, esq. Solicitor, Skinners'-hall, Dowgate-hill; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

Leasehold Dwelling-Houses and Shops situate in Meredith-street and Skinner-street, Clerkenwell, let at rentals producing together 90*l.* per annum, and a well-secured improved ground-rent of 40*l.* per annum, equal in value to a freehold ground-rent.—By Messrs. HOGGART and NORTON, at the Auction Mart, on Friday, August 30, at Twelve, in three lots.

Lot 1. A LEASEHOLD SHOP and DWELLING-HOUSE, situate No. 11, Meredith-street, corner of Gloucester-street, Clerkenwell; let on lease to Mr. William Leaver, who expended a large sum of money on the premises, for a term of thirty-one years from Michaelmas, 1830, at a rental of 50*l.* per annum; held for an unexpired term of forty-four years, at a ground-rent of 10*l.* per annum.

Lot 2. A Leasehold Shop and Dwelling-house, now divided into two houses, situate Nos. 21 and 22, on the west side of Skinner street, Clerkenwell, let to Mr. Farlow at a very low rent of 40*l.* per annum, and held for forty-four years, at a ground-rent of 10*l.* per annum.

Lot 3. A capital and well-secured Improved Ground-rent of 40*l.* per annum, equal in value to a freehold ground-rent, arising out of eight dwelling-houses, situate in Hoxton-market-place and Crown-street, Old street-road, producing upwards of 210*l.* per annum, and held for a term of 71¼ years, at a rental of 5*l.* per annum, and underlet for ninety-nine years, at a rental of 45*l.* per annum.

May be viewed, and particulars had of Mr. BOULTON, Solicitor, Northampton-square, Clerkenwell; at the Auction Mart; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

ST. IVES, CORNWALL.—An important Freehold Property, in Houses, Ground-rents, Fishery Tithes, Building-ground, and Minerals, the income of which, in reversion, may be taken at upwards of 5,000*l.* per annum, independent of the minerals.—By Messrs. HOGGART and NORTON, at the Hotel, St. Ives, on Monday, October 14, and following days, at One precisely, in 270 lots,

THIS extremely valuable and highly important FREEHOLD PROPERTY comprises the chief part of the town of St. Ives, in the county of Cornwall, for many years held together as an entirety, but now about to be subdivided into lots. The estate has been considerably improved within the last few years, upwards of 30,000*l.* having been expended in buildings of the most substantial description, and consists of the capital houses forming the whole of North and South Terrace, numerous other houses and buildings, valuable plots of building-ground fronting the sea, warehouses, public-houses, shops, &c. The extensive Pilchard Fishery, producing an income of nearly 500*l.* per annum. The great tithes of the parish, various small farms and lands, the whole containing with the town, &c. about 500 acres. The property generally is let on leases for lives, and the reversions are of a very valuable description; the estimated rental of the whole may be fairly taken at 5,000*l.* per annum, independent of the minerals. The minerals are very extensive; those of Margery, Troloyhan, and Hillewers are now let, subject to a valuable royalty, and the copper and tin mines might also be let immediately to considerable advantage. The lots will be arranged according to the general holdings, and present exceedingly advantageous opportunities either for investments of the very first character for security, or for the tenants to purchase their own occupations.

May be viewed by application to Mr. Nathaniel Pyne, the agent at St. Ives, of whom, also, particulars may be had. Particulars, also, at the New London Inn, Exeter; Hotel, Plymouth: at the several Inns at Penzance, Truro, and Bodmin; of W. L. T. ROBINS, esq. 36, Bury-street, St. James's; and of Messrs. HOGGART and NORTON, 62, Old Broad-street, Royal Exchange.

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# THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

Vol. III. No. 74.] SATURDAY, AUGUST 31, 1844.

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Sales by Auction.

MONTGOMERYSHIRE.—Particulars of a Manor and truly valuable and extensive FREEHOLD ESTATES, comprising upwards of 4,200 acres of Land, including some excellent Grousing-hills, situate in the county of Montgomery, affording a desirable investment for the capitalist or sportsman.—To be SOLD by AUCTION, by Mr. EDWARD JONES, on Friday, the 20th day of September, 1844, at the house of Robert Jones, Boar Inn, Llanfyllin, in the county of Montgomery, at three o'clock in the afternoon, in the following or such other lots as may be agreed upon at the time of sale, and subject to conditions to be then produced:—

IN THE PARISH OF LLANFYLLIN.

Lot 1. The Cwm Farm and Lands, containing 138a. 3r. 33p.

Lot 2. A very valuable property called Garthgell Tycoch and Pendalog Farms, now occupied as one, containing 450a. 3r. 7p.

Lot 3. Bwlchy Cocksyadd Farm and Lands adjoining the last lot, containing 40a. 1r. 13p. more or less.

Lots 4 to 8, inclusive. Several Pieces of accommodation Land, near the town of Llanfyllin, containing altogether 40a. 3r. 22p.

Lot 9. A very desirable Tenement called "Mrs. Benbows," close to the town of Llanfyllin, consisting of a cottage, garden, and land, containing altogether 3a. 3r. 35p.

Lots 10 and 11. Two Annual Fee Farm Rents of 4*l.* and 1*l.* 2s. 6d. charged on property in the town of Llanfyllin.

The lands in the foregoing lots are in a good state of cultivation; the buildings in excellent condition; the timber (nearly all young oak of from twenty-five to forty years' growth) is in a thriving state. The estate abounds with game, and is within a moderate distance of good market towns, as well as of lime and coal, of which latter there are strong indications on portions of the property.

IN THE PARISHES OF LLANWDDUN AND PENNANT.

Lot 12. A very important and highly desirable Property, known as the Eynant Estate, consisting of the following farms:—

	A.	R.	P.
Eynant Hafod Tydyr, and Llwyn Gwern	710	3	0
Hoel y frydd Farm	136	3	31
Eynant and Hoel y ffrydd Sheepwalks	1,931	0	0
Tyn y Garreg Farm	68	2	37
Sheepwalk, about	221	0	0
	3,068	1	28

This valuable lot offers an opportunity for a sportsman to obtain one of the best grousing hills in Wales, of very considerable extent. The estate abounds with every description of game, and affords unrivalled sport to the angler, being intersected by excellent trout streams.

The farm-house at Eynant was formerly occupied as a gentleman's mansion, and might easily be restored to a commodious sporting residence.

There is a quarry of excellent slate at Eynant, now partially worked, and producing an income in Royalty of about 10*l.* per annum, but capable of being increased to an unlimited extent.

IN LLANWDDUN.

Lot 13. Tymaur and Gwaddare Farm, nearly adjoining the last lot, containing, inclusive of Sheepwalk or Grousing Hill, 362a. 2r. 2p.

Lot 14. A well-frequented public-house, called the Cross Guns; a Dwelling-house, Smith's Shop, and Garden; and fifteen other Cottages and Gardens, all in the village of Llanwddûn.

Lot 15. The Manor or Lordship (or reputed Manor or Lordship) of Brithair, situate partly in the parish of Llanwddûn and partly in the parish of Llanrhaidr yn Mochans, extending over upwards of 1,500 acres of enclosed lands, with the rights, royalties, courts, and appurtenances thereto belonging, together with chief rents, amounting to 3*l.* 15s. 5d. per annum. The lands within this Manor have every appearance of containing mineral produce, particularly lead ore, and are in the vicinity of Llangynog Mines, once so celebrated, and now in full and profitable work. The purchaser will be entitled to all the mines and minerals under upwards of 500 acres, in that part of the parish of Llanrhaiddr yn Mochnans, which lies in the county of Montgomery.

Lot 16. Tynybwlch Messuage Farm and Lands, lying in a ring fence, containing 156a. 3r. 30p.

Lots 17 and 18. Two parcels of Land on Rhsybu'thdir, containing 1a. 2r. 38p. and 0a. 3r. 6p.

IN MEIFOD.

Lots 19 and 20. Two fee farm rents of 3*l.* 2s. 6d. and 2*l.* 5s. per annum, issuing out of premises in the village of Meifod.

IN MELVERLEY, SHROPSHIRE.

Lot 21. Two pieces of excellent Meadow Land, situate on the banks of the Severn at Melverley, called Weirglodd Wgun, containing altogether 4a. 1r.

The timber on the different lots to be taken at a valuation.

Further particulars, with maps (except of Lot 12), may be had on application to William Jones, esq. Solicitor, 11, Parliament-street, London; or from Mr. THOMAS LLOYD ROYLE, Solicitor, Llanfyllin, at whose office a map of Lot 12 may be seen, who will, on application, appoint a person to show the property.

Public Sales.

By Messrs. SHUTTLEWORTH and SONS.

Two cottages, situated in St. Ann's-lane, Wandsworth, Surrey, let at 32*l.*; held for 64 years, at a ground-rent of 7*l.* per annum—215*l.*

A house, No. 6, Pilgrim-street, Kennington-lane, let at 20*l.* per annum; held for 19 years, at 5*l.* 10s. per annum—76*l.*

A house, No. 8, Britannia-place, Wandsworth-road, let at 25*l.* per annum; held for 41¼ years, at a peppercorn—225*l.*

By Mr. W. W. SIMPSON, at the Mart.

A valuable and extensive concern, known as Messrs. Tompson's brewery, situate in the city of Norwich. The trade of the brewery, taken on the average of the last three years, has amounted to nearly 9,000 barrels per annum—40,000*l.*

A freehold estate, Coombe Farm, in the parishes of St. Mary and Allhallows, Kent, consisting of a farm-house, garden, cottages, and agricultural buildings, and 375a. 2r. 33p. of arable, pasture, and marsh land, together with a tithe rent-charge of 74*l.* 13s. per annum; let at 710*l.* per annum—13,000*l.*

By Messrs. NEWTON and APPLETON.

Twenty-five houses, situate in North and West-streets, a short distance north of the Whitechapel-road; let at 316*l.* per annum; held for 45 years at 25*l.* per annum—1,980*l.*

Eight houses in London-street, near the preceding lot; let at 151*l.* per annum; held for 71¾ years at 18*l.* per annum ground-rent—1,400*l.*

A policy for 400*l.* effected on the 4th of February, 1835, with the British Commercial Company on the life of a gentleman now aged 56 years, with the additions or bonus of 31*l.* 1s. 2d. already occurred, annual premium 16*l.* 9s. 4d.—104*l.*

By Mr. HENRY BROWN.

A cottage residence, No. 10, Park-crescent, Stockwell, held for 81¼ years, at 5*l.* 5s. per annum—285 gs.

A ditto, No. 11—280 gs.

A residence, No. 29, Bridgewater-street, Clarendon-square, Somers Town, let at 24*l.* per annum, held for 30¼ years, at a ground-rent of 6*l.* 6s. per annum—160*l.*

A residence, No. 8, Park-row, Knightsbridge, held for 8½ years, at a ground-rent of 5*l.* 5s. per annum—165*l.*

A residence, No. 4, Stafford-terrace, Loughborough-road, let at 45*l.*; held for 77¾ years, at a peppercorn—650*l.*

A cottage residence on Stafford-terrace, let at 32*l.*; held for 77¼ years, at 7*l.* per annum—270*l.*

By Mr. SPEARMAN, at Garraway's.

A residence, No. 1, Albert-terrace, St. John's Wood, let at 50*l.*, held for 75¼ years, at a ground-rent of 3*l.* 9s. per annum—550*l.*

A ditto, No. 3, ditto—525*l.*

A residence, No. 46, St. John's Wood-terrace, with garden, let at 45*l.*; held for 80¼ years, at 4*l.* 7s. per annum—430*l.*

A ditto, No. 47, ditto—400*l.*

A cottage, being No. 12, Townsend Cottages, Charles-lane, situate in the rear of No. 46, St. John's Wood terrace, let at 22*l.* per annum; held for 80¼ years, at a peppercorn rent—250*l.*

A residence, No. 17, George-street, Euston-square, held for 98 years from Sept. 1825, at 20*l.* per annum—300*l.*

By Messrs. MUSGROVE and GADSDEN, at the Mart.

A rent-charge, in lieu of tithe, amounting to upwards of 1,800*l.* per annum, presenting a secure investment as a first charge upon 6,000 acres of land, in Whitchurch, Hants—19,950*l.*

A freehold property, comprising the rent-charge in lieu of tithe, of lands in the parish of Walton, Essex, as apportioned by tithe commissioners, and amounting, agreeably to the receipts for the year 1843, to about 275*l.* per annum—5,500*l.*

A freehold estate, comprising the Landermere Wharf, or Quay, situate on the Handfleet Waters, in the parish of Thorpe, about ten miles from Colchester, Essex. Also, a residence and garden, the King's Head public-house, with stabling, gardens, &c. and cottages contiguous, together with three pieces of meadow land, and a large extent of saltings; let until Lady Day, 1846, at 100*l.* per annum—1,080*l.*

By Messrs. WINSTANLEY.

Valuable freehold estates in Herefordshire, principally tithe free and land-tax redeemed, comprising about 1,100 acres of arable, orchard, pasture, and hop land, known as the Grendon Court Estate, formerly the residence of the Conyngsby family, offered in two lots.

The first lot comprises the Grendon, Purstone, and Lower Egdon farms, in the whole 818a. 0r. 37p.—15,750*l.*

The second lot comprises the Upper Venn Farm. The estate is freehold, and small part copyhold, comprising about 214a. 2r. 13p. of land; also, 59a. 3r. 20p. of glebe land, cottage, &c. together with the rent-charge in lieu of tithes for nearly the whole parish of Avenbury, commuted in 1842 at 420*l.* per annum—17,250*l.*

By Messrs. WARLTERS, LOVEJOY, and SON, at Garraway's.

The lease of the wine vaults and general public-house called the Pitt's Head, situate facing the Sessions House, in the Old Bailey; held for 22¾ years, at a clear rent of 110*l.* per annum—1,230*l.*

The lease of the Cock and Crown, situate in the High-street, Hampstead, opposite Flask-row, also a tenement at the back; held for a term which expires Midsummer, 1860, at a rent of 58*l.* per annum; also a covenant for a renewal for a further term of nine years, at the same rent—990*l.*

The Hope wine and spirit warehouse, on the west side of St. John-street, Smithfield Bars; held for 26¾ years, at 55*l.* per annum—2,000*l.*

Two houses and shops; the house at the corner of York-street and Harcourt-street, St. Marylebone, let at 30*l.*; the house adjoining, in York-street, let at 30*l.*; held for a term which expires at Christmas, 1887, at a ground-rent of 18*l.* 18s. per annum—520*l.*

The lease of the Duke of Clarence wine vaults, No. 56, Tooley-street; held for a term which expires at Lady-day, 1852, at a rent of 36*l.* per annum—500*l.*

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTHS.

CASWALL.—On Wednesday, the 28th inst. at Bourtemouth, near Christ Church, Hants, the wife of Alfred Caswall, esq. barrister-at-law, of a daughter.

HOOPER.—August 25, at Ottery St. Mary, Devon, the lady of H. W. Hooper, esq. solicitor, of 12, Bedford-circus, Exeter, of a son.

RANKE.—At Berlin, on the 12th inst. the lady of Leopold Ranke, Professor of History in the University of Berlin, of a son and heir.

WESTON.—On the 26th inst. in Great Coram-street, Brunswick-square, the wife of Charles Henry Weston, esq. barrister-at-law, of a daughter.

MARRIAGES.

AIME FRANCOIS, Comte de Broc de la Tuvelière, Chamberlain of the King of Bavaria, to Louisa, only daughter of the late George Rowland Minshull, esq. of Aston Clinton, in the county of Bucks, during many years a magistrate at the Police-office, Bow-street, on the 22nd inst. at Paris.

FREELING, Charles Rivers, esq. youngest son of the late Sir Francis Freeling, bart. to Louisa, third daughter of Iltid Nicholl, esq. of Portland-place, on the 22nd inst. at Hanwell.

GODFREY, Joseph Silvester, of Highgate, and of the Middle Temple, esq. barrister-at-law, to Mary Ann Priestley, granddaughter of the late William Maden, esq. of the county of Leicester, on the 21st inst. at the British Embassy, Paris.

WELLBORNE, Charles, esq. solicitor, Tooley-street, Southwark, to Elizabeth, youngest daughter of P. A. Spence, esq. Walworth, Surrey, on the 29th inst. at St. Peter's, Walworth.

DEATHS.

HEYGATE, Sir William, bart. Chamberlain of the city of London, in the 63rd year of his age, on the 28th inst. at Roecliffe, Leicester.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Gazette, Aug 23.

Bagshaw, T innkeeper, first, 4s. 5d. Pott, Manchester.—*Dixon*, J linen draper, first, 10s. Freeman, Leeds. *Gale* and *Gale*, rope makers, 1s. 9½d. Follett, London.—*Harris*, J. W. wine merchant, first, 3s. 9d. Christie, Birmingham.—*Hine*, R. grocer, final, 1½d. Pott, Manchester.—*Jay*, V. silk hat manufacturer, none made. Lackington, London.—*Jupp*, S. corn merchant, 1s. 0½d.—*Keep*, W. tailor, final, 1½d. Green, London.—*King*, J. mercer and draper, second, 8d. Freeman, Leeds.—*Pearsall*, C boiler maker, final, 1¼d. Hobson, Manchester.—*Smith*, H. W. woollen draper, 5s to new proofs. Johnson, London.—*Smithson*, W. draper, 5s. *Ward*, J. iron founder, 2s. 5d Lackington London.—*Webster*, R. victualler, first, 1s. 6d. Pennell, London.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, Aug. 23.

Fraser, A. engraver, Manchester, Aug. 14. Messrs. Bennett, Manchester, sols.—*Williams*, H. D. painter, Totton, Southampton, Aug. 5. Trusts. J. Foot, builder, and W. R. Mabson, auctioneer, both of Southampton. Coxwell and Harfield, Southampton, sols.

Gazette, Aug. 27.

Turner, R. gent. East Farleigh, July 22. Trusts. I. Beeman, hop factor, High-street, Southwark, I. Warwick, linen draper, Maidstone, and S. A. Hodgkins, spinster, East Farleigh. Hoar and Co. Maidstone, sols.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, Aug. 23.

BARRS, THOMAS and ROBERT, tobacco manufacturers, Worcester, Sept. 5 and 28, at eleven, Birmingham, Com. Daniell; Whitmore, off. ass.; Smith, Birmingham, sol. Date of fiat, Aug. 13. E. Barrs, boarding-house keeper, Cheltenham, pet. cr.

BEESLEY, RICHARD, wine cooper, bottle and cork merchant, and bottled ale and beer merchant, 46, Wells-st. Oxford-st. Sept. 2, at one, Oct. 3, at half-past two, Basinghall-st. Com. Fane; Alsager, off. ass.; Shuter, Millbank-st. sol. Date of fiat, Aug. 21. W. Gotobed, 24, Great Portland-st. Cavendish-sq. pet. cr.

COOK, THURSTAN, silver cutler, 20, Kirby-st. Hatton-garden, 14, Acton-st. Gray's-inn-road, Sept. 2, at half-past twelve, Oct. 3, at half-past one, Basinghall-st. Com. Fane; Whitmore, off. ass.; Taylor, Castle-st. Holborn, sol. Date of fiat, Aug. 15. B. Burgess, lodging-house keeper, Beaufort-buildings, Strand, pet. cr.

NOEL, GEORGE and WILLIAM, boot and shoe makers, 56, Jermyn-st. St. James's, Aug. 30, at eleven, Oct. 3, at two, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Bennett and Bolden, Scott's-yard, Bush-lane, sols. Date of fiat, Aug. 21. W. and S. Wood, curriers, Bow-street, pet. crs.

PETERS, EDWARD, brewer, Godstone, Surrey, Sept. 2, at twelve, Oct. 3, at one, Basinghall-st. Com. Fane; Whitmore, off. ass.; Dimmock and Burbey, Size-lane, and Woods, Epsom, sols. Date of fiat, Aug. 13. J. Gardner, wine merchant, Milford-lane, Strand, pet. cr.

Gazette, Aug. 27.

BUCKLER, ROBERT, grocer, Portsea, Southampton, Sept. 5 and Oct. 10, at two, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Smith and Son, Southampton-st. Bloomsbury, and Binstead, Portsmouth, sols. Date of fiat, Aug. 17. J. L. Town and R. Clark, merchants, Portsmouth, pet. crs.

CURRIE, ROBERT, bookseller and stationer, Newcastle-upon-Tyne, Sept. 6, at eleven, Oct. 7, at two, Newcastle, Com. Ellison; Baker, off. ass.; Bennett and Co. Scott's-yard, Canon-st. and Wailes, Newcastle, sols. Date of fiat, Aug. 13. W. Hall, joiner, Newcastle-upon-Tyne, pet. cr.

FORTH, JACOB, hatter, South-parade, Nottingham, Sept. 5 and Oct. 10, at eleven, Birmingham, Com. Daniell; Bittleston, off. ass.; Barlow and Radcliffe, Oldham, sols. Date of fiat, Aug. 21. J., G., and W. W. Gee, hat manufacturers, Hollinwood, within Oldham, pet. crs.

GARNETT, ROBERT, boot and shoe maker, Leeds, Yorkshire, Sept. 6 and Oct. 11, at eleven, Leeds, Com. West; Young, off. ass.; Messrs. Rushworths, Staple-inn, and Bradley, Leeds, sols. Date of fiat, Aug. 10. J. Woodhead, builder, Leeds, J. Forster, maltster, Headingley, J. Holmes, plumber, Leeds, E. Wilson, wine merchant, Leeds, J. Allenbury, corn miller, Tadcaster, and J. Bradley, attorney, Leeds, pet. crs.

LETT, ARTHUR, timber merchant, Lett's Wharf, Commercial-road, Sept. 7 and Oct. 7, at eleven, Basinghall-street, Com. Fane; Whitmore, off. ass.; Reed and Shaw, Friday-st. sols. Date of fiat, Aug. 17. R. and H. Pulford, tailors, 65, St. James's-st. pet. cr.

LEWIS, JOSEPH WHITE, victualler, Bath, Somerset, Sept. 10, at one, Oct. 8, at eleven, Bristol, Com. Stephen; Kynaston, off. ass. Chapman, Warminster, and Holme and Co. New-inn, sols. Date of fiat, Aug. 20. S. Bailey, maltster, Hinton Charter-house, Somersetshire, pet. cr.

UNDERWOOD, WILLIAM MAY, miller, Waples mill, near Fyfield, Essex, Sept. 10, at one, Oct. 8, at two, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Wright, London-st. sol. Date of fiat, Aug. 14. E. Moline, merchant, Billiter-st. pet. cr.

WILDE, JOHN THOMAS, and WILDE, WILLIAM, general merchants, late of Basing-lane, Cheapside, Sept. 11, at twelve, Oct. 8, at two, Basinghall-st. Com. Fonblanque; Belcher, off. ass.; Lowless and Son, Hatton-ct. Threadneedle-st. sols. Date of fiat, Aug. 17. C. Butler and C. Lambert, tobacco manufacturers, Drury-lane, pet. crs.

YUILL, WILLIAM, tailor, 74, Cornhill, Sept 5, at half-past one, Oct 7, at one, Basinghall-st. Com. Fane; Whitmore, off. ass. Tillcard and Son, Old Jewry, sols. Date of fiat, Aug. 26. W. Stuart and H. Beavan, woollen warehousemen, 17, Cateaton-st. pet. crs.

PARTNERSHIPS DISSOLVED.

Gazette, Aug. 20.

Atkinson, W. and *Jones*, C. W. linen drapers, Huddersfield, Aug. 1. Debts paid by Atkinson.—*Broadbent*, T. and H. drapers, Sheffield, July 26. Debts paid by Henry Broadbent.—*Clowes*, J. A. and *Sleigh*, W. printers, Wolverhampton, Aug. 17. Debts paid by Clowes.—*Crook*, R. and T. tea dealers and grocers, Heywood, Lancashire, July 31. Debts paid by Crook.—*Cross*, W. and *Metge*, P. wholesale ale and porter merchants, Liverpool, Aug. 16.—*Debney*, G. and *Bradley*, J. plumbers and glaziers, Red Lion-street, Whitechapel, Aug. 17.—*Douglas*, J. and *Attenbrow*, W. J. grocers and tea dealers, Oxford-st. Aug. 17. Debts paid by Attenbrow.—*Ephgrave*, E. sen. and jun. grocers and linen drapers, Ayot St. Peter, Hertfordshire, July 23.—*Fitzhugh*, W. H. and *Walker*, R. E. merchants and ship brokers, Liverpool, Aug. 19. Debts paid by Fitzhugh.—*Gardener*, D. and H. brewers and maltsters, Holybourn, Southampton, Aug. 17. Debts paid by H. Gardener.—*Good*, S. and *Owen*, H. J. surgeons, Madeley, Salop, Aug. 10. Debts paid by Owen.—*Gower*, F. and *Johnson*, P. merchants and drapers, Alcester, Aug. 9. Debts paid by Gower.—*Jackson*, J. and G. carpenters, Leicester, Aug. 3. Debts paid by J. Jackson.—*Hilles*, J. M. and *Tibbetts*, T. wine and spirit merchants, Mark-lane, Aug. 1.—*Jones*, T. and *Woolnough*, J. watch and clock makers, Carnarvon, June 25. Debts paid by Woolnough.—*Maine*, S. and *Isaac*, A. and B. curriers, St. John-st. so far as regards S. Maine, June 29. Debts paid by A. Isaac.—*Morgan*, J. and *Lawson*, N. drapers, Abergavenny and Crickhowell, Aug. 13. Debts paid by Morgan.—*Slade*, G. and W. builders and stone masons, Dorchester, June 30.—*Sparkes*, E., A., P. and M. silk mercers and cloak makers, Houndsditch, so far as regards E. Sparkes, Aug. 6.

Gazette, Aug. 23.

Brough, W. and J. M. and *Gardner*, T. brewers, Liverpool, so far as regards Gardner, Aug. 14. Debts paid by the remaining partners.—*Butler*, S. and *Turner*, J. grocers, Calverley, Aug. 14. Debts paid by Turner.—*Carr*, J., S. and J. cudbear and archill makers, Hunslet, Aug. 21.—*Cockshott*, W. *Dewhurst*, T. *Whalley*, H. *Hartley*, J. *Veevers*, J. *Cook*, A. and J. lime burners, Clitheroe, so far as regards A. and J. Cook, Feb. 12.—*Griffith*, R. *Brough*, W. and *Gardner*, T. brewers, Liverpool, Aug. 14.—*Guthrie*, A. and D. dye-wood manufacturers, Liverpool, Aug. 21. Debts paid by D. Guthrie.—*Gwinne*, J. and *Heathorn*, H. wharfingers, Shad Thames, Aug. 10.—*Hardy*, G. and *Barber*, J. cloth workers, London, Aug. 17.—*Holder*, P. K. and *Garland*, S. linen drapers, Exmouth-st. Aug. 19.—*Jones*, E and W. iron founders, Bury, Aug. 17.—*Massey*, B. jun. and E. wine merchants, St. Helen's-place, Aug. 21.—*Neild*, I. and *Bancroft*, D. fustian dealers, Manchester, Aug. 21.—*Nightingale*, C. and *Rood*, J Y. bedding warehousemen, Old Compton-st. and Maiden-lane, Battle-bridge, June 30. Debts paid by Nightingale.—*Philips*, R. deceased, *Wood*, G. W. deceased, *Philips*, M. and *Wood*, W. R. merchants, Manchester, Oct. 3.—*Pitcairn*, J. and *Spicer*, L. brewers, Maldon, Aug. 4.—*Willey*, W. C. and H. cutlers, Sheffield and Liverpool, Aug. 10.—*Woolven*, M. and *Westbury*, A. linen drapers, Andover, Feb. 27, 1843. Debts paid by Woolven.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, Aug. 20.

Bray, E. coal, corn, and flour dealer, and mealman, Solihull, Warwickshire.—*Harris*, S. carpenter and joiner, late beer-shop keeper, Stalbridge, Dorsetshire.—*Heskin*, T. jun. horse dealer, Bishop Stortford.—*Snashall*, T. jun. out of business, Penshurst, Kent.

From the Gazette of Friday, August 30.

Bankrupts.

Parsons, W. starch manufacturer, Upper Eaton-st. Pimlico.—*Goodeve*, A. warehouseman, Aldermanbury, City.—*Sanders*, J. carpenter, Reach, Cambridgeshire.—*Lowther*, J. builder, Queen's-row, Pentonville.—*France*, W. grocer, Wigan, Lancashire.—*Brooks*, W. A. quarryman, Newcastle-upon-Tyne.—*Hodgson*, R. grocer, Newcastle-upon-Tyne.—*Patterson*, T. and *Codling*, J. earthenware manufacturers, Gateshead-fell, Durham.—*Roberts*, E. corn merchant, Liverpool.

EATON-SQUARE.—To be LET, Unfurnished, a most desirable RESIDENCE, worthy the immediate attention of any family requiring a first-rate residence, possessing every comfort, combined with a most healthful and fashionable situation.

Particulars may be obtained of Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street.

CAMDEN VILLAS, near the Regent's-park.—To be LET, Furnished, a very neat COTTAGE RESIDENCE, with Garden very tastefully laid out, adapted for the reception of a small family.

For further particulars apply to Messrs. BROOKS and GREEN, Estate Agents, &c. 28, Old Bond-street; or to Mr. Kennedy, House Agent, 1, Bayham-terrace, Camden-town.

PORTLAND-PLACE.—Messrs. BROOKS and GREEN are instructed to LET, Unfurnished, a very spacious RESIDENCE, adapted for the reception of a nobleman's or gentleman's family. The dining and drawing-rooms are lofty and of noble proportions; extensive stabling and coach-house communicating with the house.

Further particulars may be obtained of Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street.

NEAR CAVENDISH-SQUARE.—To be LET, Unfurnished, a spacious RESIDENCE, with stabling, lately put into an excellent state of repair, fit for the immediate reception of a gentleman's family. Messrs. BROOKS and GREEN are authorized to let this house at a very reduced rental, the object of the present proprietor being to obtain a respectable tenant.

For further particulars apply at their Estate Agency offices, 28, Old Bond-street.

MIDDLESEX, seven miles from Town, on the banks of the river Brent.—A RESIDENCE, with about six acres of pleasure-grounds and paddocks tastefully laid out; excellent angling; boat house. Contains four sitting-rooms, seven bed-rooms, one dressing-room, good offices, stables, and coach-house. Rent moderate.

For terms and to view apply to Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street.

FOUR MILES WEST of LONDON.—To be LET, Unfurnished, or SOLD, a detached ELIZABETHAN COTTAGE, with pleasure and kitchen gardens, overlooking a park of about fifty acres beautifully timbered. It contains three sitting-rooms, four best bed-rooms, and dressing-room, and two bed-rooms for servants; capital offices, two-stall stable, and coach-house; the whole in most complete order. Rent moderate.

Apply to Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street.

NINE MILES from TOWN, one mile and a half from a railway station.—Messrs. BROOKS and GREEN have instructions to DISPOSE of the LEASE (at a very moderate rental) of a VILLA RESIDENCE, beautifully situate, surrounded by a richly wooded park-like paddock of twenty acres. The house is in the best state of repair, and contains accommodation for the residence of a moderate-sized family.

Full particulars may be obtained of Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street.

SUSSEX.—Two miles from Horsham, eight from Brighton Railway Station.—Messrs. BROOKS and GREEN are instructed to LET, Unfurnished, a capital FAMILY RESIDENCE, suitable for the reception of a gentleman's family, with pleasure-grounds, garden, shrubberies, fishponds, and 470 acres of land. It contains ten bed-chambers, two dressing-rooms, two nurseries, six servants' rooms, one bath-room, two store-rooms, &c.

Further particulars may be had of Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street at whose gallery cosmoramic views of the estate may be seen.

BATH.—Messrs. BROOKS and GREEN are instructed to SELL by PRIVATE CONTRACT, a singularly eligible and compact FREEHOLD ESTATE, south of the city, comprising an unique and elegant Villa Residence, seated on a sloping lawn, surrounded by shrubberies and plantations, and adapted for the immediate reception of a large family, together with 31 acres of rich and fertile land. The water is abundant. The whole in the most complete repair, both substantial and ornamental.

For particulars apply to Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street, in whose gallery a cosmoramic view of the property may be seen.

DETACHED VILLA RESIDENCE, three miles from Town.—To be LET, elegantly Furnished, for two or three months, a very desirable RESIDENCE, fitted up with every regard to convenience and comfort. It stands in three acres of pleasure-ground, and most productive gardens, orchard, &c. It contains three spacious [illegible] rooms, four best bed-rooms, bed-rooms for servants, offices, spacious conservatories and forcing-houses, ornamental fountains and summer-houses, coach-house and stables, together with right of commonage.

For cards to view and terms apply to Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street.

BETWEEN SOUTHGATE and EDMONTON.—Messrs. BROOKS and GREEN are instructed to obtain a PURCHASER for a very elegant and commodious VILLA RESIDENCE, seated on a fine sloping lawn, surrounded by most productive pleasure-grounds and gardens, in all five acres, and encircled by a stream of water, over which is an ornamental iron bridge leading to the house, forming with its beautiful grounds and appendages, and eleven acres of rich meadow land, a most compact and gentlemanly abode.

For particulars apply to Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street, in whose gallery cosmoramic views of the property may be seen.

FIVE MILES from TOWN.—To be LET, Unfurnished, an excellent MANSION, seated on a beautiful lawn, with extensive pleasure-grounds tastefully laid out. It has a south aspect, is in most complete substantial and ornamental repair, and contains entrance and inner halls, four spacious and lofty reception rooms, conservatory, two staircases, five best and six servants' bedrooms, three dressing-rooms, bath and store-rooms, every domestic office, capital stabling and coach-houses, with rooms over; melon ground, lofty walls clothed with fine fruit trees, and a meadow.

Apply to Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street.

HEREFORDSHIRE.—Messrs. BROOKS and GREEN have instructions to LET a well FURNISHED RESIDENCE, beautifully situate near the River Wye, commanding extensive views, together with fifty acres of grass land, and the right of shooting over 1,600 acres abounding with game. The residence contains three sitting-rooms (each twenty-five feet by twenty), study, twelve bedrooms, three dressing-rooms, men-servants' dormitories, excellent offices; coach-house and stables, large walled gardens and pleasure-grounds. It is in every respect a most desirable residence.

For terms and to view apply to Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street.

MESSRS. BROOKS and GREEN have received instructions to SELL by PRIVATE CONTRACT, very desirably situate five miles from Town, an eligible FREEHOLD MANSION, in first-rate repair, together with its lawns, pleasure-grounds, shrubberies, wilderness, most productive vegetable and fruit gardens, and meadow land, in all about twelve acres. The residence, with its grounds, coach-house, stables, conservatories, &c. is well adapted for a nobleman or gentleman of taste, with a moderate establishment. It is a complete bijou There are two Roman Catholic chapels in the village, and a pew in the parish church belongs to the estate.

Permission to view, and terms, may be had of Messrs. BROOKS and GREEN, Estate Agents and Auctioneers, 28, Old Bond-street, at whose gallery a cosmoramic view of the estate may be seen.

NEAR SANDWICH, KENT.—Messrs. BROOKS and GREEN are instructed to obtain a PURCHASER or a TENANT for a beautiful FREEHOLD ESTATE, comprising a gentlemanly Residence, seated on a lawn, commanding a view of the sea, possessing every comfort, and containing three sitting rooms, eight bedrooms, with all requisite in and out-door offices, stabling, &c. walled kitchen-garden, shrubberies, orchard, and seven acres of rich meadow land. The situation of this property is delightful, being within a few miles of the fashionable watering-places of Dover, Deal, Walmer, Margate, Ramsgate, or Canterbury, surrounded by beautiful scenery.

Particulars may be had of Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street, at whose gallery a cosmoramic view of the estate may be seen.

GROVE-END, KENTISH-TOWN.—To be LET on LEASE, a most commodious FAMILY MANSION, in perfect repair, and fit for immediate occupation, delightfully situate near the Grove, containing numerous bed chambers, spacious and lofty reception rooms overlooking the lawn and pleasure-grounds, and commanding most beautiful views of the surrounding scenery, unequalled in extent and beauty within the same distance of the metropolis. The domestic offices are excellent, and well supplied with soft and spring water; good kitchen garden, double coach-house, four-stall stable, harness and corn-room, inclosed within a walled yard; lawn, fore-court, pleasure-ground, canal fish-ponds, meadow-land, comprising upwards of four acres.

Full particulars may be had of Messrs. BROOKS and GREEN, Estate Agents, Surveyors, and Auctioneers, 28, Old Bond-street, at whose gallery a cosmoramic view of the estate may be seen.

MESSRS. BROOKS and GREEN have instructions to DISPOSE of the LEASE of a delightful COTTAGE ORNEE, most beautifully situate on the banks of the Thames, four miles from Town, surrounded by six acres of pleasure-grounds and gardens, with a terrace-walk fronting the river, unequalled for extent and beauty. The house, which is built in a most tasteful manner, finished and decorated without the least regard to expense, contains a suite of reception-rooms about eighty feet long, with stained glass windows, and decorations of great beauty and value, numerous best and secondary bed-chambers, domestic offices, stabling, green-house, and every accommodation for the reception of a nobleman's family; at the same time the house is so constructed as to be kept up with a very small establishment, and from its proximity to Town, and most beautiful and healthy situation, is rendered particularly desirable. The rent is only 200*l.* per annum, and a very small premium is required for the lease of eighteen years.

Apply to Messrs. BROOKS and GREEN, Estate-agents and Auctioneers, 28, Old Bond-street, at whose offices a cosmoramic view of the property may be seen.

Sales by Auction.

REVERSIONARY INTEREST.—Messrs. BEADEL and FOULKES will SELL by AUCTION, at the Mart, on Tuesday, 10th September, at Twelve, all that vested interest in one-half part of and in two several sums of 3,685*l.* 13s. 5d. New Three-and-a-Half per Cent. Bank Annuities, and 2,155*l.* 10s. 7d. Reduced Three per Cent. Bank Annuities, standing in the names of two most respectable trustees, receivable on the death of a lady (without issue), who is now a spinster and in the 67th year of her age.

Particulars of J. L. Barnes, esq. Solicitor, Colchester; Messrs. Wire and Child, Solicitors, 9, St. Swithin's-lane; Mr. Jas. Beadel, Witham, Essex; and at the offices of the Auctioneers, 25, Cateaton-street.

Sales by Auction.

Dressing-case and Trunkmaker's Stock in Trade, the Office-fittings of a Public Company, a Grand Pianoforte by Stoddart, Furniture, and Effects.

MR. FREDERICK CHINNOCK will SELL by AUCTION, at Messrs. Hughes and Palmer's Rooms, Conduit-street, Bond-street, on FRIDAY, Sept. 6, at One precisely, the entire STOCK in TRADE of a Trunkmaker, removed from the Strand, and sold for the benefit of creditors, including officers' canteens, portable bedsteads and bedding, portmanteaus, leather and carpet bags, dressing-cases in great variety, leather trunks, sea chests, &c.; also the office and board-room furniture of a public company, including clerks' writing-desks, large double-headed mahogany reading-desks, a capital board-room table twelve feet long, a capital modern 6½-octave grand pianoforte, by Stoddart, articles of furniture, and numerous effects.

To be viewed the day preceding and morning of sale; catalogues had at the rooms, and at Mr. F. CHINNOCK'S Offices, 28, Regent-street, Waterloo-place.

James Page's Bankruptcy.—To Builders.

MR. FREDERICK CHINNOCK is instructed to SELL by AUCTION, at the Mart, on Tuesday, September 17, at One (by order of the Assignees of JAMES PAGE, a bankrupt, and unreservedly), SEVEN good DWELLING-HOUSES, in Devonshire-terrace (more or less finished), on the west side of the Fulham-road; also, Four Houses, with shops, in Mark's-place, also in the Fulham-road (and in a more or less advanced stage of completion); also, a quantity of Outside Panel Doors, Sashes, and Frames, and other Building Materials, will be offered for sale immediately after the above property.

Further particulars may be had of Messrs. Richardson and Smith, 28, Golden-square, the Solicitors of the Assignees; William Pennell, esq. Official Assignee, Old Jewry Chambers; Messrs. Wetton and Ellis, 48, Conduit-street; Mr. H. D. Draper, 45, Vincent square; and at Mr. CHINNOCK'S Estate Offices, 28, Regent-street, Waterloo-place.

Important Sale of the Freehold, Copyhold, and Leasehold Estates of the late Mrs. Sarah Quincey, in and near London.

MR. FREDERICK CHINNOCK begs to announce that he has been favoured with the instructions of the Trustees for Sale under the Will of the late Mrs. Sarah Quincey, to SELL by AUCTION, at the Auction Mart, early in November next, in lots, her valuable ESTATES in and near London; comprising dwelling-houses and shops, in Albion-place and Holland-street, Blackfriars, extensive wharfs in Holland-street, Blackfriars, and Lower Belgrave-place, Pimlico, the Falcon public-house, in the Borough; the Temple-chambers, in the Temple; and three dwelling-houses, with gardens and grounds, at Low Leyton, in Essex; the whole producing a rental of about 2,000*l.* per annum.

Full particulars and plans are in course of preparation, and may be had, on and after the 10th of October next, at the offices of Messrs. Richardson and Smith, Solicitors, 28, Golden-square; at the Mart; and of the Auctioneer, 28, Regent-street, Waterloo-place.

TO be peremptorily SOLD, pursuant to a Decree of the High Court of Chancery, made in a cause *Price* v. *Blakemore*, with the approbation of William Wingfield, esq. one of the Masters of the said court, at the Lion Inn, Shrewsbury, in the county of Salop, on Friday, the 20th day of September, 1844, at three o'clock in the afternoon, in one lot, a FREEHOLD ESTATE, called HAMPTON HALL, comprising a capital messuage or mansion-house, with suitable offices and outbuildings, yards, gardens, shrubberies, &c.; also two other messuages and outbuildings, and three cottages, together with sundry pieces or parcels of arable, meadow, and pasture land, containing together, by admeasurement, 407 acres (be the same more or less), situate at Brockton, in the parish of Worthen, in the county of Salop.

Particulars of sale, with lithographed plans attached, may be had (gratis) in London, at the said Master's chambers, Southampton-buildings, Chancery-lane; of Messrs. Pinniger and Westmacott, solicitors, 1, Gray's-inn-square; Messrs. Clarke, Medcalf, and Gray, solicitors, 20, Lincoln's-inn-fields; Mr. R. V. W. Williams, solicitor, 3, Paper-buildings, Temple; Mr. W. Dean, solicitor, 16, Essex-street, Strand; Mr. Hammond, solicitor, 16, Furnival's-inn; and in the country, of Messrs. Hayward and Broughall, solicitors, Oswestry; Mr. R. J. Croxon, solicitor, Oswestry; Messrs. Longueville and Williams, solicitors, Oswestry; Mr. C. B. Teece and Mr. R. Wace, solicitors, Shrewsbury; Mr. Burd, land agent, Whistone Priory, near Shrewsbury; at the place of sale; and at the principal inns in Shrewsbury, Welshpool, Montgomery, and Oswestry.

The estate may be viewed on application to the tenants, and any further information may be obtained of Messrs. HAYWARD and BROUGHALL, Oswestry.

CHEAP LIGHT.—EDWARD PRICE and CO. Patentees and Sole Manufacturers of the COMPOSITE CANDLES, respectfully call the attention of the Public to the fact that although the price of these is somewhat higher than that of ordinary mould candles, they are in reality much cheaper than these latter; one real Composite candle giving the same quantity of light as two of the moulds. They require no snuffing, and burn more brilliantly than the best wax. The purposes of economy and luxury are therefore both served at the same time by the use of these candles. Parties intending to try them for the first time are earnestly requested to take care that they are served in the shops with "PRICE'S PATENT CANDLES;" They are sold by most of the respectable tallow chandlers throughout the kingdom, and wholesale to the trade by EDWARD PRICE and CO. Belmont, Vauxhall; and by PALMER and CO. Sutton-street, Clerkenwell.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 31st day of August, 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 75.] SATURDAY, SEPTEMBER 7, 1844.

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MONEY.—To CAPITALISTS.—Wanted to Borrow, by an established and respectable firm, in a wholesale manufacturing business, the Sum of 4,000*l.* or 5,000*l.*: they have on an average 5,000*l.* or 6,000*l.* good book debts, independent of a stock worth the same amount, which will be shewn; over which security will be given, besides good personal. None but principals need apply.
Address P. P. Post-office, corner of Cullum-street, Fenchurch-street.

Situation Vacant.

LAW.—An ARTICLED CLERK is required in an Office in Gray's Inn; he must be of courteous habits and studiously disposed; he will have to devote alternate evenings to reading with the present pupil, and attend Lectures at the Law Institution; and, if desirable, reside with the family.
Address, pre-paid, A. C. LAW TIMES Office, 29, Essex-street, Strand.

Practice for Sale.

LAW PRACTICE. — To be DISPOSED OF, an old-established PRACTICE in a Market Town in one of the midland counties.
Apply by letter to C. D. care of Mr. HARRISON, Law Stationer, 116, Chancery-lane, London.

LEGAL PROTECTIVE ASSOCIATION.
—At a GENERAL MEETING of the Profession held at the Gray's-inn Coffeehouse, Holborn, on Monday, the 2nd day of September instant, pursuant to public notice.
DAVID WILLIAMS WIRE, Esq. in the Chair;

It was resolved, upon the motion of Mr. Goddard, seconded by Mr. Lewis Frampton;

That all attorneys and solicitors beside being compelled to serve a clerkship of five years are obliged to pay heavy duties and other fees both on their articles and admissions, and also a considerable annual stamp duty for liberty to practice—that such duties were imposed by the Legislature for the purpose of ensuring the respectability of the Profession by keeping the practice of the law in the hands of properly educated and responsible persons; and that it is essentially for the benefit of the public at large that none but persons duly qualified should be allowed to practice in any of the Courts of Law, Equity, or Bankruptcy.

Resolved, upon the motion of Mr. Fynmore, seconded by Mr. Fitch;

That it is notorious that various unqualified persons, under the pretence of being clerks or agents to attorneys or solicitors, are in the habit of practising as attorneys both in the Courts of Law and Bankruptcy, to the great detriment and injury of the qualified practitioner, and in defiance of various Acts of Parliament which impose heavy penalties on all parties so offending.

Resolved, upon the motion of Mr. Watson, seconded by Mr. Blake;

That, in order to protect the rights and privileges of the Profession against such unjust and illegal interference, and to prosecute and punish the same in all cases where it can be satisfactorily detected, and to assist in obtaining all useful and practical reforms and amendments of the law, it is expedient that an association of the attorneys-at-law and solicitors of the United Kingdom be forthwith formed, this Meeting being decidedly of opinion that such an association will insure an honourable and liberal course of practice in the Profession, and confer an important benefit on the community at large.

Resolved, upon the motion of Mr. Townsend, seconded by Mr. Clarke;

That such association be, and the same is, hereby accordingly formed, and that every qualified member of the Profession who shall signify such his desire in writing be, and he is hereby admitted, a member of the association, and that the expenses of maintaining and carrying out the objects of the same be defrayed by an annual subscription of one guinea from each member.

Resolved, upon the motion of Mr. Turner, seconded by Mr. Fitch;

That an interim Committee, consisting of twelve persons —viz. Mr. Bolton, Mr. Blake, Mr. Fynmore, Mr. Fitch, Mr. Goddard, Mr. Surr, Mr. Turner, Mr. Townsend, Mr. Wire, Mr. Watson, jun. Mr. Wedlake, and Mr. Wright—be now appointed to draw up such rules and regulations as they shall seem advisable for the government of the association, and to submit the same for adoption to a general meeting of the members to be held as soon as the regulations are prepared; that at such general meeting a Committee of Management for the ensuing year, also a Secretary, and such other officers as may be deemed necessary, and that in the meantime Mr. Edward Clarke, of No. 5, Bedford-row, be requested to act as Honorary Secretary.

D. W. WIRE, Chairman.

Upon the motion of Mr. Goddard, seconded by Mr. Fynmore:

It was resolved, That the cordial thanks of this Meeting be given to Mr. Wire for his able conduct in the chair this day.

Partnerships Wanted.

WANTED, an Active or Sleeping PARTNER, possessing an available capital of from 4000*l.* to 6000*l.* The business is an established Brewery of the first respectability in Liverpool, yielding a profit of from 12½ to 15 per cent. The extra capital is required on account of the retirement of a Partner, and a considerable increase in the business. None need apply but Principals.
Apply to Mr. JAMES WASON, Solicitor, Wason Buildings, Liverpool.

LAW.—A Gentleman well acquainted with his Profession is desirous of forming a PARTNERSHIP either in London or with some respectable practitioner in the country, for which an adequate premium would be given.
Address to Z. O, LAW TIMES Office, Essex-street, Strand, London.

PARTNERSHIP.—A Party having capital at h command is required as a partner, with a view to increase an established business, means being required by the present proprietors to enable them to discount and make advances which, from the nature of the transactions, can be done without risk. Preference will be given to a party having a knowledge of bill-broking or the banking business, or an arrangement might be made with a gentleman in the legal profession seeking an introduction to practice.
Address post-paid, to C. D. 9, Birchin-lane, London.

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GRAYSTON and EARLE, British and Foreign STOCK and SHARE BROKERS York.

To be Sold.

NORFOLK.—DUNHAM LODGE (lately the residence of Sir CHAS. M. CLARKE, Bart. who has left Norfolk).—To be SOLD by PRIVATE CONTRACT, a very valuable FREEHOLD ESTATE, situate at Little Dunham, five miles from Swaffham, and eight from East Dereham, in the county of Norfolk, consisting of a capital mansion house, called DUNHAM LODGE, with stabling for eleven horses, gardens, shrubberies, and green-house, entrance-lodge, keeper's cottage, bailiff's house, and excellent farm-buildings, and three hundred acres or thereabouts of very superior land lying round the house in a ring fence, of which 180 acres are arable, 70 acres are pasture, and 50 acres are woodland, abounding with game.

Also, the MANOR of LITTLE DUNHAM, extending over 1,800 acres of land, with the fines and quit rents thereto belonging.

The mansion, which stands in the centre of a small park, beautifully studded with timber, comprises a drawing-room, thirty-four feet long, and dining-room and library of ample dimensions, with mahogany doors; gentleman's morning-room, four best bed-rooms, and three dressing-rooms, approached by a handsome stone staircase, seven other bed-rooms, and well-arranged domestic offices.

The furniture and the farming-stock and crops to be taken at a valuation.

The property is within two hours' drive of the Brandon station of the Eastern Counties Railway.

Immediate possession will be given.

For price and further particulars, apply to Messrs. GOODWIN, PARTRIDGE, and WILLIAMS, Solicitors, Lynn, at whose office a Plan of the property may be seen.

ASHFORD, near STAINES.—Fifteen miles from Hyde-park. Superior Farm, Tithe-free, and Land-tax mostly redeemed.

MESSRS. ADAM MURRAY and SONS are directed to SELL by PRIVATE CONTRACT, a very eligible FREEHOLD ESTATE, situated at Ashford, about three miles from the market town of Staines, and within easy distances from Brentford, Uxbridge, and other market towns, comprising an excellent FARM, containing 233 acres of productive arable, meadow, and pasture Land, a substantially built convenient Farm-house, barns, stables, and other suitable agricultural buildings, labourers' cottages, &c. let on lease, which expires at Lady-day next. Also several copy hold Tenements, forming altogether a most desirable investment.

For further particulars apply to Messrs. ADAM MURRAY and SONS, Surveyors and Land-agents, 47, Parliament-street.

TO be SOLD by PRIVATE CONTRACT with immediate possession, a very valuable FREEHOLD ESTATE in the parish of Rufforth, five miles from the city of York, on the turnpike-road to Wetherby, consisting of a substantial stone-built TOWER WINDMILL with patent sails, three pairs of stones, corn-screen, cylinder and every other requisite.

Also a good Farm-house adjoining, with barns, stables and other useful out-buildings, and 21½ acres of valuable land, quite near and convenient.

The present occupier, Mr. R. Wilstrop, will shew the property, and for price, &c. apply to Mr. WILSTROP, mill, Castle Mills, or Mr. BAYLDON, Solicitor, Lendal, York.
York, Sept. 2, 1844.

To be Sold.

OCKLEY, SURREY.—To be SOLD, on very reasonable terms, a small compact FREEHOLD TIMBERED INVESTMENT, comprising a Farm-house or Cottage and farm-buildings, together with several enclosures of Land, containing about twenty-four acres, all within a ring fence, and very full of thriving young oak timber, the most profitable of any really secure investment. Price, 500*l.* including the timber, which is of very considerable value.
For further particulars inquire of Mr. POULTER, Land-agent, Surveyor and Valuer, Guildford, Surrey.

LAND INVESTMENT.—More that 4 per Cent.—To be SOLD, an excellent small FARM and LAND in Essex, 112 acres, nearly all freehold—buildings good, situation desirable.
Full particulars of Mr. W. W. OLDERSHAW, Solicitor, 7, Tokenhouse-yard, London.

Excellent Leasehold Investments, to pay 8 and 9 per cent.

MR. SPEARMAN is instructed to SELL Nine well-built HOUSES, situate at Shacklewell, one mile and a half from the City, producing by reputable yearly tenants 158*l.* 10*s.*; lease sixty-three years; ground-rent 38*s.* each; and Two semi-detached Cottages, situate near to Stoke Newington Common; let on three years' agreement at 24*l.* each; lease, fifty-six years; ground-rent, 3*l.* each.
Apply at Mr. SPEARMAN'S Auction and Estate offices, 77, Old Broad-street, Royal Exchange.

Eligible Investments and Residences for occupation.

MR. SPEARMAN is directed to SELL a HOUSE, at Islington, to pay 9 per cent.; let for three years certain, at 25*l.*; lease, sixty-five years; ground-rent, 5*l.*; and Two Houses, with Shops, at Brixton, one let on lease at 42*l.* and the other for occupation; lease, ninety-nine years; ground-rent of each, 9*l.* Also, Ten Houses (one with Shop), within a mile of the City, let at 33*l.* each; the one with shop at 36*l.* 15*s.* for three years certain; some for occupation. Likewise, a Cottage at Kingsland, to pay 9 per cent.; let for three years at 32*l.*; lease, seventy years; ground-rent, 4*l.* 10*s.*
Apply at Mr. SPEARMAN'S Auction and Estate offices, 77, Old Broad-street, Royal Exchange.

To be Let.

GREAT EALING, MIDDLESEX.—FURNISHED APARTMENTS, where a gentleman, or lady and gentleman, could be comfortably accommodated with a front sitting-room and bed-room in a genteel house on Ealing-green, where there are no other lodgers.
For cards of address, apply Y. Z. Mr. Eden's, Ealing.
There are seven trains per day, and seven omnibuses pass the door.

BASINGSTOKE, HANTS.—To be LET, furnished, for a year or term, within two hours' ride of London and one and a quarter from Southampton, by the London and South Western Railway, a capital FAMILY RESIDENCE, delightfully situate, at the western entrance of the town. No expense has been spared to render the house in every way suited to the comfort and convenience of a respectable family. There are on the basement a laundry, beer, wine, and wood cellars; on the ground-floor, dining, drawing, and breakfast-rooms, kitchen, and all requisite offices, on the first-floor, drawing-room, boudoir, three best bed-rooms, and dressing-room, also four other bed-rooms, water-closet, &c. The lawn, shrubbery, and garden are tastefully arranged; coach-house, stabling, and yard in perfect order. The supply of water is abundant, and of the purest character, being off the chalk, and the town remarkable for its healthy situation and facility of transit. The house is within five minutes walk of the railway station, and easy distance from Sir John Copes, the Vine, and Hampshire hunts.
Immediate possession may be had, and further particulars of Mr. PAICE, Auctioneer and Estate-agent, Basingstoke.

Sales by Auction.

REVERSIONARY INTEREST.
MESSRS. BEADEL and FOULKES, at the Auction Mart, on Tuesday, September 10, at Twelve,

ALL that VESTED INTEREST in ONE HALF PART of and in TWO several SUMS of 1,124*l.* 5*d.* New Three-and-a-Half per Cent. Bank Annuities; and 2,155*l.* 10*s.* 7*d.* Reduced Three per Cent. Bank Annuities, standing in the names of two most respectable trustees, receivable on the death of a lady (without issue), who is now a spinster, and in the 67th year of her age.
Particulars of J. S. Barnes, esq. solicitor, Colchester; Messrs. Wire and Child, solicitors, 9, St. Swithin's-lane; Mr. JAMES BEADEL, Witham, Essex; and at the offices of the Auctioneers, 25, Cateaton-street.

Sales by Auction.

Safe and very eligible Investment of 480*l*. per annum. Pentonville.

MR. LEIFCHILD has received instructions from the Proprietor to SELL by public AUCTION, at Garraway's, on Wednesday, September 25, at Twelve for One precisely, in various lots, EIGHT excellent FAMILY RESIDENCES, erected in the most substantial manner, and finished in the best style, most delightfully situate, being Nos. 17, 18, 19, 20, 21, 22, 23, 24, Great Percy-street, Soley-terrace, Claremont-square, Pentonville. The above houses are of very handsome elevation, each containing ten rooms, water-closets, pantries, wine, coal, and beer-cellars. Held for an unexpired term of eighty-seven years, at a ground-rent of 6*l* per annum.

Further descriptive particulars may be had at Mr. LEIFCHILD'S land and timber offices, 62, Moorgate-street, Bank, who is authorized to treat for the whole or any portion of the same by private contract.

Peremptory Sale of sundry Dwelling-houses and Cottages, and about 30 plots of extremely valuable and important Building-Ground, in a first-rate situation.

MR. LEIFCHILD begs to state that he is instructed by the Directors of the Northern and Eastern Railway Company to offer for positive SALE by PUBLIC AUCTION, in numerous lots, at Garraway's, on Wednesday, Sept. 25, at Twelve for One precisely (unless in the meantime disposed of by private treaty, of which due notice will be given), an extremely valuable and important PROPERTY, most eligibly situate, near the Angel Inn, Islington, and Duncan-terrace, City-road, one of the most healthy spots in the neighbourhood of London; comprising a large and commanding plot of valuable Copyhold Building Ground, containing brick earth, together with two capital Dwelling-houses and ten Cottages. The estate is intersected by the road leading from the City-road to Lower Islington, and is bounded on the east by the Regent's Canal, containing in the whole about five acres. The above important property being in the centre of a populous and highly-respectable neighbourhood, and surrounded by improvements of the most extensive character, possesses local and intrinsic advantages that confidently entitle it to the attention of the monied public.

Full descriptive particulars and plans of the property are in active preparation, and will be ready for delivery one month prior to the sale; in the meantime, further information may be obtained of Mr. LEIFCHILD, 62, Moorgate-street; and at the Northern and Eastern Railway Company's Office, High-street, Shoreditch; and of Messrs. Crowder and Maynard, Solicitors to the Company, 57, Coleman-street.

To Paper Manufacturers and others.—Valuable and Important Stack of Freehold Paper Mills, together with the Goodwill of a first-rate Business, which has been carried on for upwards of a century, most desirably situate, within a short distance of the towns of Gloucester, Monmouth, and Ross, with capital Family Residence adjoining, and nearly fifty acres of Land. Land-tax redeemed.

MR. LEIFCHILD has received instructions from the Executor to offer for SALE, at Garraway's, some time in October (unless in the meantime disposed of by private contract, of which due notice will be given), all that valuable STACK of FREEHOLD PAPER MILLS, called the Guns Mills, situate in the parish of Abinshall, in the county of Gloucester, most abundantly supplied with excellent water, and consisting of three vats in full work to the present time, six engines, all the usual necessary working rooms for cutting rags, picking, sizing, drying, finishing, &c. stock rooms, and counting-house; also a capital Family Residence adjoining; containing dining, drawing, and breakfast rooms, five best bed-rooms, and five attics, kitchen, good cellarage, coach-house, stables, and all usual offices, large walled and kitchen gardens, pleasure-grounds, greenhouse, &c.; together with Four Cottages, and nearly fifty acres of valuable orchard, arable, and pasture Land, the former capable of making upwards of fifty hogsheads of perry and cider per annum. The above very desirable property is ordered to be sold, together with the goodwill of the business, in consequence of the decease of the late proprietor, by whom and his predecessor, the manufacture of paper has been carried on there for upwards of a century, and affords to manufacturers wishing to extend their trade, or any gentleman seeking for an opportunity of embarking in a lucrative business, an opportunity rarely to be met with. The property is situate on a good turnpike road, and within five miles of water carriage to all parts of England and Wales, is 12 miles from Gloucester, 8 from Ross, and 14 from Monmouth, and being in the midst of a country abounding with coal, affords every facility for erecting a steam engine.

Further particulars may be obtained at Mr. LEIFCHILD'S Land and Timber Offices, 62, Moorgate-street, who is also authorized to treat with any gentleman willing to take the property on lease for a term of years.

Eligible Investment.—Extremely valuable Freehold House Property, Romford, Essex.

MR. LEIFCHILD has received positive instructions to SELL by PUBLIC AUCTION, at Garraway's, on Thursday, September 26, at Twelve for One precisely, FORTY-SEVEN newly-erected FREEHOLD DWELLING-HOUSES and COTTAGES, with gardens to each, most eligibly situate at Hawley-green, near Romford, in the county of Essex. The whole of the foregoing houses and cottages are brick-built with slate roofs, and are in the most perfect order and repair, with excellent roads in all directions, and a principal high road leading from Romford to Great Warley, Hornchurch, &c. The property is nearly adjoining the extensive engine-house and factory of the Eastern Counties Railway, where a great number of hands are constantly employed. The whole property may be fairly estimated at a rental of 500*l*. per annum.

May be viewed any time preceding the sale by permission of the respective tenants, and full descriptive particulars had at all the principal inns in the neighbourhood; at Garraway's; and at Mr. LEIFCHILD'S Offices, 62, Moorgate-street, London.

Sales by Auction.

Valuable Freehold Meadow Land, land-tax redeemed, at Roydon, Parndon, and Netteswell, in the county of Essex.

MR. LEIFCHILD has received instructions from the Directors of the Northern and Eastern Railway Company to offer for SALE by PUBLIC AUCTION, at Garraway's, on Thursday, September 26, at twelve for one precisely, sundry pieces or parcels of valuable FREEHOLD MEADOW LAND, land-tax redeemed, situate in Roydon common mead, in Great Parndon common mead, and near Burnt Mill, in the parish of Netteswell; containing in the whole about sixteen acres.

Full descriptive particulars and plans of the property may be had at all the principal inns in the neighbourhood; of Messrs. CROWDER and MAYNARD, Solicitors to the Company, 57, Coleman-street; at Garraway's; and at Mr. LEIFCHILD'S offices, 62, Moorgate-street, city.

Improved Freehold Property, Brentwood, Essex.

MR. LEIFCHILD has received positive instructions to SELL by PUBLIC AUCTION, at Garraway's, on Thursday, September 26, at Twelve for One precisely, TWO very desirable FREEHOLD VILLA RESIDENCES, in an unfinished state, and several plots or parcels of Freehold Building Ground, most delightfully situate, on an eminence abutting on the high road leading directly from the railway station to Ingatestone and Chelmsford, known as the Queen's-road, commanding picturesque views of the surrounding country, which has long been celebrated as by far the most delightful part of the county of Essex, with agreeable walks and excellent roads in all directions. The land is a fine healthy gravelly soil, with an inexhaustible spring of the purest water.

Full descriptive particulars may be obtained of Messrs. Copland, Solicitors, Chelmsford; of Mr. Duncan, Solicitor, Brentwood; at the Horse and Groom, Warley; at the White Hart, Brentwood; and at Mr. LEIFCHILD'S offices, 62, Moorgate-street, City.

Eligible long Leasehold Residences.

MR. JOS. WARE is directed to SELL by PUBLIC AUCTION, at the Mart opposite the Bank, on Tuesday, Oct. 1, 1844 (unless an acceptable offer in the meantime be made by Private Contract, of which due notice will be given), a PAIR of RESIDENCES, the interior arrangements of which are complete, and the fittings of no ordinary character; indeed they are built in an unusually substantial manner, the proprietor having spared no expense in their erection. Their numbers are 5 and 6, and their situation in Albion-square, Queen's-road, Dalston, a highly respectable locality, well known for the salubrity of its atmosphere; at present they are on hand, but it is believed will readily let to produce together an income of 92*l*. per annum. A lease for 91 years will be granted direct from the freeholder.

Descriptive particulars in a few days may be had at the Angel, Islington; Middleton Arms Tavern, Dalston; at the Mart; and at the Auctioneer's offices, Kingsland, and 48, Old Broad-street, City.

Giltspur-street, City.

MR. JOS. WARE is instructed to offer for SALE by PUBLIC AUCTION, with consent of the Mortgagee, at the Mart, on Tuesday, the 1st of October, 1844 (unless previously disposed of by Private Contract), a new and substantially brick-built LEASEHOLD DWELLING-HOUSE, situate and being No. 26, Cock-lane, Giltspur-street, West Smithfield, held on lease direct from the freeholder, at a moderate ground rent.

Particulars in a few days, at the Angel, Islington; Middleton Arms Tavern, Dalston; at the Mart; and at the Auctioneer's Offices, Kingsland, and 48, Old Broad-street, City.

DYMCHURCH, KENT.—Valuable Freehold Farm and Rich Arable Land.—For SALE by PUBLIC AUCTION, by Mr. THOMAS ROBINSON, at the Saracen's Head Inn, Ashford, on Tuesday, the 17th day of September, 1844, at Two o'clock in the afternoon (by the Mortgagee under a power for sale), a valuable FREEHOLD FARM HOUSE, let in two Cottages, Barns, Stables, and Out-buildings; and sixteen acres of very superior and rich Arable Land, in a high state of cultivation, in the occupation of Mr. George Viney, a most unexceptionable tenant, at a rent of 62*l*. per annum.

Further particulars may be had of Messrs. Wildes and Son, Solicitors, Maidstone; Messrs. Brockman and Watts, Solicitors, Hythe; of the Auctioneer, 18, Bench-street; or of Mr. EDWARD KNOCKER, Solicitor,

Dovor, Aug. 23, 1844. Castle-hill, Dovor.

TO be PEREMPTORILY SOLD, pursuant to an ORDER of the High Court of Chancery, made in a cause of "Macy *v*. Edwards and Others," with the approbation of Richard Richards, Esq. one of the Masters of the said Court, by Mr. WILLIAM EVANS, of the town of Dolgelly, Auctioneer, the person appointed by the said Master for that purpose, at the Bull Inn, Llangefni, on Monday, the 30th day of September next, at Five o'clock in the afternoon, the REVERSION of the FREEHOLD and LEASEHOLD ESTATES for Lives of the late Mr. Hugh Edwards, expectant upon the death of his late widow, now in the fiftieth year of her age, situate in the several parishes of Newborough, Trefdratch, Llanbedernewborough, in the county of Anglesea, consisting of two freehold messuages, with the lands thereto belonging, called Tymain, situate at Newborough; and also the allotment of common land awarded to the same, respectively in the occupation of Mr. John Jones; and also all that freehold messuage, lands, and premises called Tymael, situate in the parish of Trefdratch, in the occupation of Mr. Edward Jones, or his under-tenants; and also one undivided moiety in that messuage with the lands adjoining, together with the quillet piece or parcel of land called Llainnyffynnon, in the parish of Llanbedernewborough; and also all those eight messuages or dwelling-houses, held for lives in Newborough aforesaid.

Printed particulars may shortly be had (gratis) at the said Master's Chambers, in Southampton-buildings, Chancery-lane, London; of Mr. C. Macy, Solicitor, 27, Bury-street, St. James's; Mr. Bell, Solicitor, 28, Craven-street, Strand; Mr. Wm. Jones, 11, Parliament-street; Mr. R. B. Griffith, Solicitor, Eldon Cottage, Carnarvon; and of Mr. W. EVANS, Auctioneer.

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Our Actresses
Public and Private Life of Lord Eldon.
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Sir Joseph Banks and the Royal Society
Mantell's Medals of Creation
Sargent's Lecture on Steam Navigation.
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Tales of the Camp and Cabinet.
POETRY—
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Of the Inner Temple, Special Pleader.
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AUSTRALASIAN, COLONIAL, AND GENERAL LIFE ASSURANCE AND ANNUITY COMPANY, 126, Bishopsgate-street.

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Premiums and claims may be made payable in the counties by indorsement.

Prospectuses and full particulars may be had at the offices of the Company.

EDWARD RYLEY, Sec.

THE POOR LAW.—A return, moved for by Sir J. Graham, the Secretary of State for the Home Department, shewing the number of aged and infirm paupers relieved in 585 unions under the administration of the Poor Law Amendment Act in England and Wales during the quarters ending Lady-day 1838, and Lady-day 1843, respectively, states, that the number of aged and infirm paupers so relieved during the quarter ended Lady-day 1838, amounted to 305,495, of whom 31,258 were in-door and 274,237 out-door recipients of relief; and that the number relieved in the corresponding quarter, ended Lady-day 1843, amounted to 326,040, of whom 34,966 were in-door and 291,074 out-door recipients of relief. This return, therefore, exhibits an increase in the number of in-door paupers amounting to 3,708, and one in the number of out-door paupers amounting to 16,837. The gross total increase is, as will be seen, 20,545.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Alden, H stationer, 2s. 6d. Alsager, London.—*Battye*, J. linen draper, 1s. Alsager, London.—*Eicke*, C. rivet manufacturer, none made. Johnson, London.—*Gowing*, J. S. general shopkeeper, 2s. Pennell, London.—*Hardley*, J. miller, 9d. to new proofs. Alsager, London.—*Lawes*, G. tailor, joint *sine die*. Bell, London.—*Parkes* and *Co.* carpenters, joint none made. Johnson, London.—*Smith*, N. T. jun. ship owner, 1s. 6d. Follett, London.—*Tipple*, J. H. bombazine manufacturer, *sine die*. Johnson, London.

Insolvents' Estates.

Allen, J captain in the navy, on half-pay, 1s. 9d. (in addition to 6s. 7d.)—*Aspain*, H. King's messenger, Ebury-street, 4s. 11d. (making with former divisions, 20s.)—*Atkins*, A D spinster, Wilton-street, Grosvenor-square, 9s. 4d.—*Coppard*, J. labourer, Worthing, 7s. 8d.—*Norton*, E. widow, out of business, Manchester, 20s.—*Rigby*, J. farmer, Newton in the Willows, 5s. 3d.—*Stubley*, J. cloth manufacturer, Batley, 2⅔d.—*Watkins*, S. sen. farmer, Llanvethrine, 2s. 9½d.—*Webb*, J. captain in the army, Plympton St. Mary, 4s. (in addition to 11d.)

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, Aug. 30.

Barlow, J. plumber, Kingswinford, Aug. 15. Trust. W. F. Taylor, merchant's clerk, Birmingham. Sols. Messrs. Haywood and Webb, Birmingham.—*Evershed*, S. timber merchant, Arundel, July 9. Trusts. R. Watkins, gent. Worthing, C. New, corn dealer, Arundel, W. Evershed, soap boiler, Arundel, and W. R. Bull, grocer, Arundel. Sols. Messrs. Holmes, Arundel.—*Jackson*, W. miller, Boughton under the Blean, Kent. Trusts B. Jones, hoyman, Faversham, and J. Laslett, corn factor, Canterbury. Sols. Jefferys and Bathurst, Faversham.—*Walmsley*, P. tallow chandlers, Lancaster, Aug. 7. Trusts. J. Coulson, currier and W. Walmsley, corn merchant, Lancaster. Sol. Thompson, Lancaster.

Gazette, Sept. 3.

Eyles, G. builder, Speen, Berks, July 31. Trusts. W. Quarrington, wharfinger, Thatcham, Berks, and J. Adey, coal merchant, Newbury. Sols. Tanner, Speenhamland.—*Robinson*, T. the elder, farmer, Rickenhall, Suffolk, Aug. 23. Trusts. J. Farrow, farmer, Sapiston, and W. Farrow, farmer Whatisfield, Suffolk. Sols. Heffill and Norton, Diss.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, Aug. 30.

BROOKS, WILLIAM ALEXANDER, quarryman, Newcastle-upon-Tyne, Sept. 6, at twelve, Oct. 7, at one, Newcastle, Com. Ellison; Wakley, off. ass.; Harle, Newcastle, and Chisholme and Co. Lincoln's-inn-fields, sols. Date of fiat, Aug. 14. G. E. Brooks, East Cowes, Isle of Wight, pet. cr.

FRANCE, WILLIAM, grocer, Wigan, Lancaster, Sept. 10, at one, Sept. 30, at twelve, Manchester, Hobson, off. ass.; Cornthwaith and Adams, Doctors'-commons, and Cornthwaite, Liverpool, sols. Date of fiat, Aug. 23. J., J., R., and R. Heap, merchants, Liverpool, pet. cr.

GOODEVE, ALFRED, warehouseman, 53, Aldermanbury, City, Sept. 9, at two, Oct. 7, at twelve, Basinghall-st. Com. Fane; Alsager, off. ass.; Reed and Shaw, Friday-st. sols. Date of fiat, Aug. 22. A. Macdonald, W. Youle, and H. Cumming, warehousemen, Addle-st. pet. crs.

HODGSON, RALPH, grocer and tea dealer, Newcastle-upon-Tyne, Sept. 6, at half-past eleven, Oct. 4, at two, Newcastle, Com. Ellison; Baker, off. ass.; Ingledow, Newcastle, and Williamson and Hill, Gray's-inn, sols. Date of fiat, Aug. 12. R. Walton, butcher, Great Lumley, Durham, pet. cr.

LOWTHER, JOHN, builder and house decorator, 8, Queen's-row, Pentonville, Sept. 10, at twelve, Oct. 11, at eleven, Basinghall-st. Com. Holroyd; Edwards, off. ass.; Jacobs, Winchester-buildings, sol. Date of fiat, Aug. 22. W. Gibson, boot manufacturer, London-wall, pet. cr.

PARSONS, WILLIAM, starch manufacturer, Upper Eaton-st. Pimlico, and Half-moon-st. Piccadilly, Sept. 7, at twelve, Oct. 11, at eleven, Basinghall-st. Com. Fane; Whitmore, off. ass.; Barron and Cullen, Bloomsbury-sq. sols. Date of fiat, Aug. 28. E. Barron, gent. Bloomsbury-sq. pet. cr.

PATTERSON, THOMAS, and CODLING, JOHN, earthenware manufacturers, Sheriff-hill, Gateshead-fell, Durham, Sept. 11, at eleven, Oct. 10, at one, Newcastle, Com. Ellison; Wakley, off. ass.; Clayton and Cookson, Lincoln's-inn, Clayton and Dunn, Newcastle, and Bunn, Newcastle, sols. Date of fiat, Aug. 20. E. James, white-lead manufacturer, Newcastle-upon-Tyne, pet. cr.

ROBERTS, EDWARD, corn merchant and commission agent, Liverpool, Sept. 11 and Oct. 9, at twelve, Liverpool, Com. Ludlow; Turner, off. ass.; Maples and Co. Frederick's-place, and Fairclough, Liverpool, sols. Date of fiat, Aug. 20. W. Roberts, farmer, Dwylig, near St. Asaph, pet. cr.

SANDERS, JEREMIAH, carpenter and wheelwright, Reach, Cambridgeshire, Sept. 11, at half-past eleven, Oct. 10, at half-past two, Basinghall-st. Com. Fonblanque; Pennell, off. ass.; Hurstwick, Soham, sol. Date of fiat, July 23. T. Hurstwick, gent. Soham, pet. cr.

Gazette, Sept. 3.

FIAT TRANSFERRED.

BANISTER, CHARLES JAMES, linen and woollen draper, Rotton-row, Derby, Sept. 13, at half-past ten, Sept. 26, at eleven, Basinghall-st. Com. Goulburn; Green, off. ass.; Mottram and Giddy, Birmingham, and Smith, Bedford-row, sols. Date of fiat, Aug. 3. J. G. Cotterill, engraver, 32, Cannon-street, Birmingham, and George Beley, merchant, Bootle-cum-Linacre, Walton, Lancashire, pet. cr.

BROWNE, JOHN, 5, King's-cross, Middlesex, saddler and harness maker, Sept. 11, at twelve, Oct. 15, at two, Basinghall-st. Com. Fane; Alsager, off. ass.; Badham and Houghton, Verulam-buildgs. Gray's-inn, sols. Date of fiat, Aug. 26. G Robson, currier, Lisle-st. Leicester-sq. pet. cr.

CLOUGH, WILLIAM COPPERTHWAITE, apothecary, Eye, Suffolk, Sept. 11, at one, Oct. 15, at eleven, Basinghall-st. Com. Fane; Whitmore, off. ass.; Archer, Stowmarket, and Jones and Co. John-st. Bedford-row, sols. Date of fiat, Aug. 23. S. Freeman, surgeon, Stowmarket, pet. cr.

HALL, HENRY, cattle-dealer, Smalesmouth, Greystead, Northumberland, Sept. 12, at twelve, Oct. 10, at two, Newcastle, Com. Ellison; Wakley, off. ass.; Bell and Co. Bow Church-yd. Carrick and Lee, Brampton, and Bates and Dees, Newcastle, sols. Date of fiat, Aug. 9. W. H. Forster, yeoman, Falstone, Northumberland, pet. cr.

MANN, ROBERT KINDER, wine merchant and commission agent, Kingston upon-Hull, Sept. 18 and Oct. 4, at eleven, Leeds, Com. West; Hope, off. ass.; Tilson and Co. Coleman-st. and Horsefall and Harrison, Leeds, sols. Date of fiat, Aug. 26. J. and T. Lovitt, cabinet makers and upholsterers, Hull, pet. cr.

WOODHEAD, JOSEPH and JOHN, worsted stuff manufacturers, both of Bradford, York, Sept. 13 and Oct. 11, at eleven, Leeds, Com. West, Freeman, off. ass.; Gregory and Co Bedford-row, and Wavill, Halifax, sols. Date of fiat, Aug. 26. J. Garside and S. Naylor, worsted spinners, Bradford, pet. crs.

PARTNERSHIPS DISSOLVED.

Gazette, Aug. 27.

Appold, J. and *Dowell*, C. smiths and ironfounders, Newington-causeway, Aug. 16. Debts paid by Appold.—*Beale*, T. F. and *Steward*, J. manufacturers of the patent euphoneons, Wolverhampton, and King-st. Regent-st. Aug. 26. Debts paid by Beale.—*Blakeley*, J. and S. stone masons, Manchester. Dec. 31, 1842.—*Buxton*, J. and *Clarke*, H. railway contractors, Sheffield and Macclesfield, Aug. 22. Debts paid by Buxton.—*Cooper*, A. and *Kingsbury*, E. schoolmistresses, Pulham Saint Mary the Virgin, Norfolk, Aug. 1. Debts paid by A. Cooper.—*Godwin*, J. and *Goodall*, J. boot and shoe manufacturers, Stone, Staffordshire, July 10. Debts paid by Goodall.—*Hardwick*, W. and *Ford*, W. linen drapers, silk mercers, and shawl warehousemen, High Holborn, Nov 21. Debts paid by Hardwick.—*Keene*, C. and *Powell*, J. H. hosiers, drapers, and outfitting warehousemen, New Bond-st. Aug. 4.—*Parry*, T. and *White*, W. dairymen, Lower Porchester-st. Connaught-sq, Aug. 3. Debts by Parry.—*Pascoe*, W. and *Prynn*, M. mercers, linen-drapers, and grocers, Camelford, Cornwall, Aug. 17.—*Possetam*, T. and *Davidson*, T. manufacturers of gimp cord, Derby, March 27. Debts paid by Davidson.—*Ross*, W. and D. and *Butler*, W. ironfounders, Wolverhampton, so far as regards Butler, Aug. 22. Debts paid by the remaining partners.—*Royston*, J. and *Williams*, T. brewers, Manchester, Aug. 9. Debts paid by Royston.—*Semple*, R. and R. H. surgeons, Rufford's-row, Islington, Aug. 23. Debts by Robert Semple.—*Southey*, J. R. T. and *Rawlins*, W. W. lightermen, Bangor-wharf, King's-road, Camden New-town, Aug. 23.—*Wardman*, H. and *Hartley*, J. top makers, Bradford, or elsewhere, Aug. 23.—*Wilgoss*, J. W. and *Watkins*, C. news agents and stationers, High-st. Portland-town, Aug. 9.—*Winterbottom*, A. A. and *Sands*, D. architects and surveyors, Walham-green, Fulham, Aug. 26.—*Wyatt*, T. H. and *Thomason*, J. brewers and wine merchants, Banbury, Aug. 20.

Gazette, Aug. 30.

Berry, T. and *Whitelaw*, J. tailors, London-road, and Chelsea, Aug. 26.—*Biggs*, W. H. and T. H. grocers, Bristol, Aug. 26.—*Curling*, E. S. *Hodges*, E. and *England*, T. merchants, Deal, Ramsgate, and London, June 30.—*Harper*, E. *Broadhurst*, J. and *Cuff*, J. J. goldsmiths, Regent-st. Aug. 28.—*Humble*, T. C. and *Hubbert*, J. ship loaders, London, July 29. Debts paid by Humble.—*Johnson*, J. *Cargill*, T. and W. and *Headlam*, C. merchants, Newcastle, so far as regards Johnson, July 31. Debts paid by the remaining partners.—*Longden*, S. and *Rickett*, J. millers, Sheffield, Aug. 1.—*Lude*, G. F. and *Mathews*, H. hosiers, Farringdon-st. Aug. 19.—*Moffat*, J. and *Millman*, T. tailors and drapers, Jersey, Aug. 27.—*Nelson*, C. and W. H. engravers and printers, Birmingdam, Aug. 26.—*Poole*, J. sen. and *Green*, R. wine merchants, Savage-gardens, Aug. 1.—*Potts*, W. and *Hampson*, W. grocers and tea dealers, Liverpool, Aug. 26.—*Powell*, E. *Edwards*, T. and *Roberts*, W. cutlers, Chester, Nov. 11.—*Sherlock*, S. and *Orme*, R. tea dealers, Warrington, Aug. 27.—*Tomkinson*, J. and R. C. jun. paper dealers, Birmingham, Aug. 28. Debts paid by Tomkinson, jun.

Insolvents

Petitioning the Courts of Bankruptcy.

Gazette, Aug. 27.

Webster, T. bricklayer and builder, Wakefield.

From the Gazette of Friday, September 6.

Bankrupts.

Quy, J. cattle dealer, Mark's-hall, Essex.—*Rollings*, T. wine merchant, Ingram-court, City.—*Sothers*, L. and *Perritt*, W. grocers, Gravesend.—*Bailey*, T. and J. toy-dealers, King's-cliffe, Northamptonshire.—*Dockery*, R. T. fruiterer, Farringdon-market.—*Terrill*, C. R. victualler, Carey-street, Chancery-lane.—*Pettigrew*, R. jun. tailor, Woolwich.—*Clarke*, H. builder, Sheffield.—*Kitchen*, J. corn dealer, Stockport.—*Regnault*, L. A. milliner, Cheltenham.

Sales by Auction.

Periodical Sales of Reversions, Advowsons, Life Interest, Life Policies, Shares in Public Undertakings, &c. (established in 1803).

MESSRS. SHUTTLEWORTH and SONS respectfully inform the public that the classification of this species of property having proved to be extremely advantageous and economical to vendors, and equally satisfactory and convenient to purchasers, the PERIODICAL SALES of reversionary interests, policies of insurance, tontines, debentures, advowsons, next presentations, all securities dependent upon human life, shares in docks, canals, mines, railways, and all public undertakings, will be continued through the present year (1844) as follows:—Friday, October 4; Friday, November 1; and Friday, December 6.
28, Poultry, Jan. 1.

Valuable Freehold Estates and Ground Rents, Lambeth, Surrey.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, Sept. 13, at twelve, in ten lots:—Lot 1 comprises a FREEHOLD ESTATE, with several Cottages and Tenements erected thereon, producing a large improved rental, situate and being Walcot-place, in the parish of St. Mary, Lambeth, immediately fronting the high road leading from Westminster-bridge to Kennington-common; let on a building lease for eighty-seven years unexpired, at 53*l.* 7*s.* 6*d.* per annum. Lot 2. A Freehold House, coach-house, stable, yard, and buildings, adjoining lot 1, and commanding a good frontage on the high road, and let to Mr. Thos. Forshall, surgeon, tenant from year to year, at a clear rent of 51*l.* 5*s.* 9*d.* per annum. Lots 3 to 9 inclusive comprise seven Freehold Ground Rents of 8*l.* per annum each, secured upon seven houses adjoining lot 2. Lot 10. A small Plot of Building Land adjoining the preceding lots.

Particulars obtained in due time of Messrs. WEYMOUTH and GREEN, Solicitors, 12, Angel-court, Throgmorton-street; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Desirable Leasehold Ground Rents.—Windsor-terrace, City-road.

MESSRS. SHUTTLEWORTH and SONS are instructed to SELL by AUCTION, at the Mart, on Friday, September 13, at Twelve, in three lots, by order of the Executor of Mr. John Gibbins, deceased, a LEASEHOLD GROUND-RENT of 10*l.* 10*s.* per annum, issuing out of and secured upon a dwelling-house and premises, situate at No. 10, Windsor-terrace; a ditto of 4*l.* 4*s.* per annum, issuing out of and secured upon a dwelling-house and premises, No. 16, Windsor-terrace; and a ditto of 8*l.* 18*s.* 6*d.* issuing out of and secured upon a dwelling-house and premises, No. 18, Windsor-terrace, all in the City-road, and held for long terms rent free.

Particulars may be had of Messrs. Rippingham and Rose, Solicitors, 17, Great Prescott-street, Goodman's-fields; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Peldon, Great and Little Wigborough, Layer-de-la-Hay.

MESSRS. SHUTTLEWORTH and SONS have been favoured with instructions by the Devisees in Trust under the Will of Mrs. Sarah Quincey, deceased, to SELL by AUCTION, at the Mart, in London, in the month of October, a FREEHOLD ESTATE, comprising Peldon-lodge Farm, consisting of 277a. 1r. 33p. with suitable agricultural buildings, situate in the parishes of Peldon, Great and Little Wigborough, and Layer-de-la-Hay, in the county of Essex.

May be viewed with permission of the tenant, and particulars had in due time at the local inns; of Messrs. Richardson and Smith, Solicitors, 28, Golden-square; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Marks Tey.

MESSRS. SHUTTLEWORTH and SONS have been favoured with instructions by the Devisees in Trust under the Will of Mrs. Sarah Quincey, deceased, to SELL by AUCTION at the Mart, in London, in the month of October, a FREEHOLD ESTATE, comprising Domseys-lodge Farm, consisting of 75a. 2r. 35p. with suitable agricultural buildings, situate in the parish of Marks Tey, in the county of Essex.

May be viewed by permission of the tenant, and particulars had in due time at the local inns; of Messrs. Richardson and Smith, Solicitors, 28, Golden-square; at the Mart, and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Little Wigborough and Peldon.

MESSRS. SHUTTLEWORTH and SONS have been favoured with instructions by the Devisees in Trust under the Will of Mrs. Sarah Quincey, deceased, to SELL by AUCTION, at the Mart, in the month of October, a FREEHOLD ESTATE, comprising the Grove Farm, consisting of 61a. 3r. 14p. with suitable agricultural buildings, situate in the parishes of Little Wigborough and Peldon, in the county of Essex.

May be viewed, with permission of the tenant, and particulars had in due time at the local inns; of Messrs. Richardson and Smith, Solicitors, 28, Golden-square; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Layer Marney, Great Wigborough, and Messing.

MESSRS. SHUTTLEWORTH and SONS have been favoured with instructions by the Devisees in Trust under the Will of Mrs. Sarah Quincey, deceased, to SELL by AUCTION, at the Mart, in London, in the month of October, a FREEHOLD ESTATE; comprising Haynes Green Farm, consisting of 210 acres, with suitable agricultural buildings, situate in the parishes of Layer Marney, Great Wigborough, and Messing, in the county of Essex.

May be viewed, with permission of the tenant, and particulars had in due time at the local inns; of Messrs. Richardson and Smith, Solicitors, 28, Golden-square; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Sales by Auction.

Mersea Island.

MESSRS. SHUTTLEWORTH and SONS have been favoured with instructions by the Devisee in Trust under the Will of Mrs. Sarah Quincey, deceased, to SELL by AUCTION, at the Mart, in London, in the month of October, a COPYHOLD ESTATE, nearly equal to a freehold, being held at a fine small and certain, comprising the Well-House Farm, Lucas's Farm, Pratt's Garden Farm, and Baker's Farm, consisting of 289 acres, situate in Mersea Island, in the county of Essex.

May be viewed with permission of the tenants, and particulars had in due time at the local inns; of Messrs. Richardson and Smith, Solicitors, 28, Golden-square; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Peldon.

MESSRS. SHUTTLEWORTH and SONS have been favoured with instructions by the Devisees in Trust under the Will of Mrs. Sarah Quincey, deceased, to SELL by AUCTION, at the Mart, in London, in the month of October, a FREEHOLD ESTATE, consisting of Peet Tye Farm, comprising 109a. 1r. 22p. with suitable agricultural buildings, situate in the parish of Peldon, in the county of Essex.

May be viewed with permission of the tenant, and particulars had in due time at the local inns; of Messrs. Richardson and Smith, Solicitors, 28, Golden-square; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Chipping Ongar.

MESSRS. SHUTTLEWORTH and SONS have been favoured with instructions by the Devisees in Trust under the Will of Mrs. Sarah Quincey, deceased, to SELL by AUCTION, at the Mart, in the month of October, a FREEHOLD ESTATE comprising Greenstead Farm, consisting of 28a. 2r. 29p. with suitable agricultural buildings, pleasingly situate on Greenstead-green, near Chipping Ongar, in the county of Essex.

May be viewed with permission of the tenant, and particulars had in due time at the local inns; of Messrs. Richardson and Smith, Solicitors, 28, Golden-square; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Great Bromley.

MESSRS. SHUTTLEWORTH and SONS have been favoured with instructions by the Devisee in Trust under the Will of Mrs. Sarah Quincey, deceased, to SELL by AUCTION, at the Mart, in the month of October, a FREEHOLD ESTATE, comprising Woodlands Farm, consisting of 154a. 2r. 1p. with suitable agricultural buildings, situate in the parish of Great Bromley, in the county of Essex.

May be viewed with permission of the tenant, and particulars had in due time at the local inns; of Messrs. Richardson and Smith, Solicitors, 28, Golden-square; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Dover Court-cum-Harwich.

MESSRS. SHUTTLEWORTH and SONS have been favoured with instructions by the Devisees in Trust under the Will of Mrs. Sarah Quincey, deceased, to SELL by AUCTION, at the Mart, in the month of October, a COPYHOLD ESTATE, comprising the Toll-gate Farm, consisting of forty-three acres, with suitable agricultural Buildings, situate in the parish of Dover Court-cum-Harwich, in the county of Essex.

May be viewed with permission of the tenant, and particulars had in due time at the local inns; of Messrs Richardson and Smith, Solicitors, 28, Golden-square; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

Extensive Landed Property, in the preferable parts of the county of Essex.

MESSRS. SHUTTLEWORTH and SONS have been favoured with instructions by the Devisees in Trust under the Will of Mrs. Sarah Quincey, deceased, to SELL by AUCTION, at the Mart, in London, in the month of October in numerous lots, several extensive and valuable FREEHOLD ESTATES, desirably situate, in the several parishes of Dover Court-cum-Harwich, Bromley, Mersey Island, Layer-de-la-Hay, Peldon, Messing, Great and Little Wigborough, Layer Marney, Easthorp, Marks Tey, and Greenstead, near Ongar; consisting altogether of 1,250 acres of superior arable, meadow, and pasture land, divided into convenient farms, with suitable agricultural buildings, all in the vicinity of excellent market-towns, and accessible by good roads; in the occupation of a highly respectable tenantry, at rents amounting to about 1,400*l.* per annum; presenting objects of secure investment rarely excelled.

More descriptive advertisements will shortly appear, and particulars obtained in due time at the several local inns; of Messrs. Richardson and Smith, Solicitors, 28, Golden-square; at the Mart; and of Messrs. SHUTTLEWORTH and SONS, 28, Poultry.

TO be SOLD, pursuant to a decree of the HIGH COURT of CHANCERY, made in a cause *Wood* v. *Poppleton*, with the approbation of Richard Richardo, esq. one of the Masters of the said court, on Monday, the 23rd day of September next, at the Great Bull Inn, Wakefield, in the county of York, at six o'clock in the evening, a FREEHOLD ESTATE, situate in West-gate in Wakefield, in the county of York, consisting of a Dwelling-house and Warehouse, with the offices, outbuildings, and appurtenances formerly belonging to George Poppleton, deceased, and in which he carried on the business of a wine and spirit merchant at the time of his death.

Printed particulars and conditions of sale may shortly be had (gratis) at the said Master's chambers in Southampton-buildings, Chancery-lane, London; of Messrs. SUDLOW, SONS, and TORR, Chancery-lane aforesaid; Messrs. Hawkins, Bloxam, and Stocker, New Boswell-court, Lincoln's-inn; Mr. William Stewart, solicitor, Horbury, near Wakefield; Mr. Thomas L e, solicitor, Wakefield; Mr. Stewart, auctioneer, Wakefield, and at the place of sale.

SUDLOW, SONS, and TORR,
Plaintiff's Agent.

Sales by Auction.

In Staffordshire, on the borders of Derbyshire.—Valuable Freehold Estates, consisting of upwards of 835 acres, principally dairy land, with convenient Farm-houses and Agricultural Buildings, Quarry of excellent Limestone, Limekiln, &c.

MESSRS. WINSTANLEY have received directions from the surviving Trustee under the Will of Brian Hodgson, Esq. deceased, to SELL by AUCTION, at the Green Man, Ashbourn, in the county of Derby, on Thursday, Oct. 17, in lots, a valuable and most desirable FREEHOLD PROPERTY, intersected by the high road between Derby and Manchester, and divided into several compact farms, bounded by a stream of water, and skirted by fine thriving woods, with suitable farm-houses and agricultural buildings, situate in the township of Swinscoe and parishes of Blore and Mayfield, in the county of Stafford, about four miles from Ashbourn, 10 from Leek, 16 from Derby, and contiguous to the demesnes of the Earl of Shrewsbury and H. F. Okeover, Esq. and in a country abounding with game. It comprises about 804 acres of excellent old dairy, pasture, and arable land, let to respectable tenants at moderate rents, together with 31 acres of wood and plantation, a quarry of excellent limestone, limekiln, &c. in hand.

To be viewed by applying to Mr. Thomas Gallimore, at Ellis-hill Farm, Swinscoe. Printed particulars will be ready twenty-eight days before the sale, when they may be obtained at the Green Man, Ashbourn; the George, Leek; Red Lion, Calton-moor; Swan, Stafford; Angel, Macclesfield; the King's Head, and Midland Counties Hotel, at Derby; Lion, and Flying Horse, Nottingham; Bulkeley Arms, at Stockport; Hen and Chickens, Birmingham; King's Head, at Coventry; Three Crowns and Bell, Leicester; Bridgewater Arms, Manchester; Royal Hotel, Chester; of Thomas Fellowes, esq. Solicitor, Rickmansworth Herts; of Mr. Bardswell, Solicitor, and of Messrs. THOMAS WINSTANLEY and SONS, at Liverpool; and of Messrs. WINSTANLEY, Paternoster-row, London.

YORKSHIRE.—The Crathorne Estate, in the North Riding of the county of York.

MESSRS. RUSHWORTH and JARVIS will SELL by AUCTION, at the George Hotel, in York, on Wednesday, October 23, at Two in the afternoon, a most valuable and important MANORIAL FAMILY DOMAIN known as the Crathorne Estate, lying in Cleveland, in the North Riding of Yorkshire, possessed by the family of Crathorne for many centuries, and now for the first time offered to public competition; comprising about 2,200 acres of rich land embedded in varied and beautiful woods, on eminences and amidst vallies through which the romantic river Leven gracefully winds for more than three miles, forming a magnificent amphitheatre of wood, and presenting with the majestic Cleveland hills in the distance a most perfect and delightful series of the picturesque, and offering an unequalled locale for a mansion, which would combine the richest with the most sublime varieties of nature and the associations of centuries with every modern luxury of a country life, the game of the moors, the woods and the stubbles being rivalled in abundance only by the trout and finny tribes of the stream, and the Cleveland, Hambleton, and Hurworth hunts filling up the sphere of enjoyment. This noble freehold estate comprises nearly the whole of the township of Crathorne, whilst to perfect the proprietary rights the baronial manor of Crathorne, with the courts and powers attached, and the advowson of the rectory of Crathorne, form part of the domain. The estate is admirably compact, and divided into most convenient farms, with excellent homesteads in good repair. It is well cultivated by substantial tenants at a very moderate rental of upwards of 2,500*l.* exclusive of woodland, and the soil is such as to present an opportunity by a judicious outlay of greatly enlarging the income and adding to its productiveness. The timber is chiefly oak and ash, covering the banks of the Leven, and ornamenting the entire estate. Besides these detached groups, 143 acres of wood, in the hands of the owner, offer the means of raising capital at pleasure. For the more convenient cultivation of the estate thirty-five well-built cottage houses afford comfortable accommodation to the labourers, and supply the wants of the farms. On the river stands an excellent water corn-mill, with an eighteen feet fall, which works a thrashing machine, and has most extensive granaries attached. The advowson is of the value of upwards of 270*l.* a year, with an excellent rectory-house. The population of the parish is about 300, and the age of the incumbent 57. The tithes of the township of Crathorne are in course of commutation; a small portion (eighty-one acres) extends into the parish of Kirkleavington, the tithe of which is held under a renewable lease. The past payment for Crathorne tithe has been about 46*l.* per annum, and a small fee-farm rent of 20*s.* is payable in Kirkleavington. Crathorne is situate within four miles of the Darlington and Stockton Railway at Yarm, and within ten miles of the Great North of England Railway at Northallerton. It is sixteen miles distant from Thirsk, thirty-five from York, and twenty-five from the coast of Redcar. The estate and the advowson will be put up in separate lots.

Plans and printed particulars will be shortly published, and may be had at the principal hotels. Leave to view the estate may be obtained of Mr. Paver, Land Agent, Peckfield, Ferrybridge; at the Auctioneer's offices, Saville-row, Regent-street, and 19, Change-alley, Cornhill; or of Messrs. BAXTER, Solicitors, Doncaster.

THE LONDON IMPROVED MANIFOLD LETTER WRITER, for producing a Letter and several copies at one time, complete for 7*s.* 6*d.* Travelling Cases, 7*s.* 6*d.* each. Superfine Draft Paper, 8*s.* 6*d.* per Ream. Lithography executed at moderate charges. Gentlemen visiting London will find great advantage by purchasing at the London Paper and Parchment Warehouse, CLOSSON and CO. 17, Holborn (opposite Furnival's Inn). Country orders executed.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 7th day of Sept. 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

Vol. III. No. 76.] SATURDAY, SEPTEMBER 14, 1844.

SUBSCRIPTION.
For One Year, paid in advance.. £2 0 0
For Half Year, paid in advance 1 1 0
Single Numbers, or on credit .. 0 1 0

BUILDING LEASES.—Guildhall, London, September 9, 1844.—The COMMITTEE for carrying into execution the Acts of Parliament for improving the Approaches to London Bridge do hereby give notice, that they will meet at Guildhall, on Monday, the 23rd day of September instant, at One o'clock precisely, to receive PROPOSALS, in writing, from Parties willing to take BUILDING LEASES of several PLOTS of GROUND, in Maiden-lane, Wood-street, for terms of eighty years.
Plans, Particulars, and any further information can be obtained at the Office of Works, Guildhall.
MEREWETHER.

Legal Notices.

BOROUGH of DOVOR, in the COUNTY of KENT. CLARKE, Mayor.—NOTICE IS HEREBY GIVEN, that the Court of Quarter Session of the Peace, of and for the said Borough, and the Liberties of the same, will be holden before William Henry Bodkin, Esq. M.P. Recorder of the said borough, at the New Sessions House, of and in the said borough, on Friday, the 27th day of September instant, at the hour of Nine o'clock in the forenoon; at which time and place all persons bound by recognizance, or that have any other business to do at the said Session, are hereby required to attend.
The Grand Jury will be called and sworn at Ten o'clock in the morning, but Appeals and any other business not requiring a jury, will be called on at Nine o'clock precisely. LEDGER, Clerk of the Peace.
Dovor, Sept. 5, 1844.
N. B. Persons having traverses to try at the said Session are to give eight days' notice of trial, and the like notice is to be given in all cases of appeal, unless otherwise directed by Act of Parliament.

NATIONAL TESTIMONIAL TO MR. ROWLAND HILL,

AUTHOR OF THE PENNY POSTAGE,

UNDER THE MANAGEMENT OF THE

CITY OF LONDON MERCANTILE COMMITTEE ON POSTAGE.

SIR GEORGE LARPENT, BART. Chairman and Treasurer.

The Committee have the pleasure of announcing to the Public, that in compliance with the request very generally made to them from all parts of the country, they have determined to keep open the Subscription to the above Testimonial for a few weeks longer.

The Committee are further encouraged to the continuance of their labours by the success which has hitherto attended them. They feel confident that their object only requires to be made more generally known to ensure the active co-operation of all classes of society, for all have derived benefit from the scheme of which Mr. HILL is the author.

The subscriptions already received in London amount to 5500*l*. Further sums, to the extent of 3500*l*., have been actually collected in various parts of the country, and returns have yet to be received from 200 places, at which 3000 subscription cards are yet in circulation.

In the subjoined list will be seen the names of places at which collections have been made and remitted to London. The inhabitants of cities, towns, and villages not there mentioned, are entreated to stir themselves in aid of this national acknowledgment of the services of one who has laboured for and established a national benefit.

Where no Committee have been, or can be formed, subscriptions forwarded by post-office orders, or otherwise, to Mr. GEORGE WANSEY, Solicitor, 3, Lothbury, the Secretary of the London Committee, will be acknowledged, and he will also supply subscription cards, and afford every information required.

By order of the London Committee,

London, Sept. 13th, 1844. GEORGE WANSEY, Secretary.

AMOUNT PREVIOUSLY ADVERTIZED, £3435 8s. 7d.

ADDITIONAL SUBSCRIPTIONS :—

	£	s.	d.
Lieut.-Col. Angerstein	5	0	0
Col. Middleton Biddulph, Chirk	2	0	0
Edward Divett, esq. M.P.	5	5	0
Sir Isaac Lyon Goldsmid	5	5	0
Sir William Wynn, bart.	5	0	0
John Bowring, esq. LL D. M.P.	1	1	0
Sir James Clarke	1	1	0
Hon. W. H. Dawnay, esq. M.P.	1	0	0
John Hardy, esq. M.P.	1	1	0
Capt. John Spencer Manning	1	1	0
Sir W. C. Medlycott, bart.	1	0	0
Sir H. Munro, bart.	1	1	0
Lieut.-Col. J. Dawson Rawdon, M.P.	1	0	0
Claudius Ash and Sons	10	10	0
Eyton and Co. Mostyn	10	10	0
Mrs. Harriet Pierce	10	0	0
Fire and Life Assurance and Public Companies, &c.			
Imperial Fire and Life Assurance	10	10	0
Peninsular and Oriental Steam Navigation Company (Managing Directors of)	10	10	0
Wesleyan Conference Office	5	5	0
The Worshipful the Company of Leathersellers	5	5	0
The Spectator Newspaper	5	5	0
Illustrated London News	2	2	0
Anti-Coal Monopoly Company	1	1	0
Greenwich Society for the Diffusion of Useful Knowledge	1	1	0
Maidstone Savings Bank	1	1	0
H. P. Buckler, esq. (collected by)	8	14	0
H. Bellenden Ker, esq. (collected by)	7	10	0
G. Scovell, esq. (collected by)	6	6	4
Angus Jennings, esq. (collected by)	5	6	9
William Coles, esq.	5	0	0
Thomas Hodgson, esq.	5	5	0
Main, Reid, and Co.	5	5	0
T. B. and L. Rowe, Brentford	5	0	0
Mrs. A. Sykes	5	5	0
J. Sykes, esq.	5	5	0
R. Sykes, esq.	5	5	0
Wilde, Rees, Humphry, and Wilde	5	5	0
Dr. Lawson (Cape) collected by	4	5	0
Francis Place, esq. (collected by)	4	16	1
Mrs. Roscoe, Liverpool (collected by)	3	4	0
Paul and Dominic Colnaghi and Co.	3	3	0
E. F.	3	0	0
— Foord, esq.	3	3	0
Kennerley and Saug	3	3	0
Charles Knight and Co.	3	3	0
Sharpe, Field, and Jackson	3	3	0
Anonymous (from Rugby)	2	2	0
B. Adames, esq. Chichester	2	2	0
A. R. Adams, esq.	2	0	0
John Atkins and Son, Portsmouth	2	2	0
Bentley, Harris, and Dixon	2	2	0
Bidgood, Jones, and Wilson	2	2	0
Henry Birkbeck, esq.	2	2	0
Bradbury and Evans	2	2	0
Thomas Brockell and Son	2	0	0
Brown and Forster	2	2	0
W. Buckmaster and Co.	2	0	0
Burgess and Son, Ramsgate	2	2	0
John Clark, esq. (Lane's Field, Evesham)	2	2	0
Robert Clarke and Sons	2	2	0
Cobb and Co. Margate	2	2	0
William Cubitt and Co.	2	2	0
Robert Dawbarn, esq.	2	0	0
Dixon and Whitings	2	2	0
Edward Doughty, esq.	2	0	0
Duke and Hill	2	2	0
Dunn, Wordsworth, and Dunn	2	2	0
John Farrie, esq.	2	2	0
Thomas Farmer, esq.	2	2	0
Fonseca, Monteiro, Guimaraens, and Co.	2	2	0
John Forster and Sons, Biggleswade	2	2	0
Thomas N. Fyfe, esq. Leith (collected by)	2	0	0
Mr. Godwin (collected by)	1	9	6

	£	s.	d.
Mr. Gosbell (collected by)	1	12	0
Joseph J. Gurney, esq.	2	2	0
Hackblocks, Clark, and Meek.	2	2	0
Harding, Smith, and Co.	2	2	0
J. and T. Hepburn	2	2	0
Holland and Sons	2	2	0
Howell, James, and Co.	2	2	0
Richard Ibotson, esq.	2	2	0
Mrs. Jones (collected by)	1	12	2
Jones and Mallim, Edinburgh	2	2	0
W. R. King, esq Brighton	2	0	0
Latham and Co. Dover	2	2	0
Henry Lee and Sons	2	2	0
Miss J. Mofatta (collected by)	1	3	7
J. and D. Parker	2	2	0
Roger Peeke, esq.	2	2	0
Jonathan Charles Prior, esq.	2	2	0
Mrs. Rawdon, Liverpool (collected by)	1	16	0
Rippon and Burton	2	2	0
Thomas Russell and Co.	2	2	0
J Schweppe and Co.	2	2	0
W. J. Thompson and Son	2	2	0
H. N. Turner and Co.	2	0	0
Mr. Watt (collected by)	1	9	6
B W. W. and J. Wilson	2	2	0
Edward Wood and Co.	2	2	0
John Wood, esq Excise.	2	2	0
J B Wrightson, esq. (collected by)	1	4	0
A Trifle through a Friend, Hampstead	1	1	0
A Well Wisher	1	0	0
R. T. Abraham, esq Exeter	1	1	0
W. Ackroyd, esq. Timperley	1	0	0
Acton and Sons	1	1	0
C. and T. Adlard	1	0	0
Daniel Allen, esq.	1	1	0
J. Penn Allen, esq.	1	1	0
John Arrowsmith, esq.	1	1	0
Messrs. Atkinson and Co. (collected by)	1	1	0
G. Baker and Son	1	0	0
Fletcher Norton Balmain, esq.	1	0	0
T F. Basham, esq. M.B. Exeter	1	1	0
Bathe and Kingdon	1	1	0
Isaac Beeman, esq.	1	1	0
J. L. Benham, esq.	1	1	0
Kemp Berry, esq.	1	0	0
Bickerton and Sons	1	0	0
H. Bidgood, esq.	1	0	0
Henry Black, esq.	1	1	0
W. G. Borron, esq. Leadhills, N B.	1	1	0
John Boyd and Co.	1	1	0
Bramah, Prestage, and Ball	1	1	0
Brecknell, Turner, and Co.	1	1	0
S. Briggs, esq.	1	0	0
Henry Brown, esq.	1	0	0
Bruce and Wylde	1	1	0
Burrows and Sons	1	1	0
Alexander Calder, esq.	1	1	0
Carr, Lamb, and Co.	1	1	0
Edward Carter, esq.	1	0	0
F. E. Cassell, esq.	1	1	0
Catchpole and Williams	1	1	0
George Charlwood, esq.	1	0	0
John Charrington, esq.	1	1	0
Children of Joseph Travers, esq.	1	1	0
John Childs and Son, Bungay	1	0	0
John Christy and Co.	1	1	0
Charles Churchill, esq.	1	0	0
William Clay and Son	1	1	0
Emanuel Cooper, esq.	1	1	0
Cottam and Hallen	2	2	0
Cotterell and Son, Kensington	1	1	0
Coward and Cancellor	1	1	0
Edward Cowper, esq. King's Coll.	1	1	0
W. H. Cox, esq.	1	1	0
Crosse and Blackwell	1	1	0
Croudace and Meeson	1	1	0
Cunningham and Forbes	1	1	0
Dakeyne and Co	1	1	0
George Dawbarn, esq.	1	0	0
Richard Dawbarn, esq.	1	0	0
William Dawbarn, esq.	1	0	0
De Castro and Peach	1	1	0
George Edgar Dennes, esq.	1	0	0

	£	s.	d.
Charles Dinneford, esq.	1	1	0
John Douglas, esq. Glasgow	1	0	0
Doulton and Watts	1	1	0
C. Dowson, esq.	1	1	0
Drummond and Son, Croydon	1	1	0
Dunn and Co. Alresford	1	1	0
Early and Smith	1	0	0
Joel Edwards and Sons	1	1	0
William Edwards, esq.	1	1	0
Luke Embleton, esq.	1	1	0
Evill and Co.	1	1	0
J. W Farrer, Esq.	1	0	0
Faulding, Stratton, and Co.	1	1	0
Charles Fauntleroy, esq.	1	1	0
Robert Fauntleroy and Sons	1	1	0
Nicholas Fisher and Sons	1	1	0
C. Foot and Co.	1	1	0
Thomas Forest, esq.	1	1	0
John Gaitskell and Co.	1	1	0
John Alexander Galloway, esq.	1	1	0
Garnett and Mowbray	1	1	0
William Goldsmith, esq.	1	0	0
James Grainger, esq.	1	0	0
Edward Grant, esq.		1	0
Charles Gray, esq.	1	1	0
Hamberger, Rogers, and Co.	1	1	0
Anthony Harris and Co.	1	1	0
Harvey and Co.	1	1	0
J. Hatchard and Son	1	1	0
Hawke and Co.	1	1	0
Heal and Son	1	1	0
C Hindley and Sons	1	1	0
Hodge and Lowman	1	1	0
H. How, esq.	1	1	0
Jas. and Geo. Hunt, Southampton	1	1	0
Hunt, Hall, and Bancks	1	1	0
John Hutchins, esq. Ludlow	1	0	0
Dr. Hutton (collected by)	1	0	0
Edward Iggulden, esq. Deal	1	0	0
Ionides and Co.	1	1	0
I. H. and G. J. James	1	1	0
Rev. Maurice James	1	1	0
W. M. James, esq.	1	0	0
W. C. Jay, esq.	1	1	0
Jenneins and Co.	1	1	0
Henry Jennings, esq.	1	1	0
Jervoise Clarke Jervoise, esq. Idsworth Park, Hants	1	1	0
Rev. John Kenrick, York	1	0	0
John Kenyon, esq.	1	1	0
Kitching and Abud	1	0	0
R. Ladell, esq.	1	1	0
Lambert and Rawlings	1	1	0
Lambert and Ridley	1	1	0
Lane and Raikin	1	1	0
A. Lapworth, esq.	1	1	0
Charles Lloyd, esq.	1	1	0
Edward Lucas, esq.	1	1	0
S. H. Lucas and Son	1	1	0
J. Mann and Sons	1	0	0
John Manton and Son	1	1	0
George Marshall, esq.	1	1	0
Mayhew and White	1	1	9
G. M'Cabe, esq.	1	0	0
R. D. M'Intosh, esq. M.D. Exeter	1	1	0
Miller and Potter	1	1	0
Miller and Sons	1	1	9
Mr. Mills	1	0	0
Thomas Morgan and Co.	2	2	0
Alexander Morrison, esq.	1	0	0
James Morrison, esq.	1	1	0
G. Munro, esq.	1	1	0
E. Vansittart Neale, esq.	1	0	0
W. E. Nightingale, esq.	1	0	0
A. Nisbet, esq. Somers House	2	2	0
Robert Norman, esq.	1	1	0
Palmer and Clayton	1	1	0
T. S. Parry, esq.	1	1	0
Pattenden and Smith	1	1	0
Mrs. Pett	1	1	0
William Phillips, esq.	1	1	0
Wm. Pitcher, esq. Northfleet	1	0	0
E. and W Pontifex and Wood	1	1	0
James Poole, esq.	1	1	0
W. Jee Prentice, esq.	1	1	0
Charles J. Price, esq. Battersea	1	1	0

	£	s.	d.
William Pridden, esq.	1	0	0
E. S. Prior, esq.	1	1	0
J. C. Prior, junior, esq. Newcastle-upon-Tyne	1	1	0
George Procter, esq.	1	1	0
Thomas Prout, esq.	1	1	0
Edward Pugh, esq.	1	0	0
Putland and Wood	1	0	0
Reynell and Wright	1	0	0
Thomas Richards, esq.	1	1	0
Timothy Richardson and Son	1	1	0
Samuel Rickards, esq.	1	1	0
A J. Ridgway, esq.	1	0	0
Robson and Co.	1	1	0
George Rowney, esq.	1	1	0
J. Ramsey, esq. M.D. Amersham	1	1	0
Saunders and Otley	1	1	0
Alexander Saunders, esq.	1	0	0
Joseph Swap, esq.	1	1	0
Shaw and Sons	1	1	0
J. Shepherd, esq.	1	1	0
James and John Skinner and Son	1	1	0
J. Sloane and Co.	1	1	0
Rev. J. Pye Smith, D.D.	1	0	0
R. Smith, esq. New Bond-street	1	0	0
Thomas Smith esq.	1	1	0
Smith and Sharp	1	1	0
Thomas B. Sowerby, esq.	1	1	0
J Spowers, esq. (collected by)	1	1	0
P. Squire, esq	1	1	0
Stagg and Mantle	1	1	0
Stanburn and Baugh	1	1	0
John Stapp and Son	1	1	0
Henry Stephens, esq.	1	0	0
Stubbing and Lee	1	1	0
Miss M. A. Sullivan, Hampstead	1	0	0
Summers and Son	1	1	0
H. and I. F. Taylor	1	1	0
Thomas Tooke, esq.	1	1	0
Henry Tozer and Son	1	1	0
Charles Turner, esq.	1	1	0
George Virtue, esq.	1	1	0
Edward Walmsley, esq.	1	1	0
T. P. Warren, esq.	1	1	0
Watson, Broughton, and Sons	1	1	0
John Weedon, esq. Reading	1	1	0
Thomas Whitehead and Brothers, Rawtenstal	1	0	0
Wilkinson, Heywood, and Co.	1	1	0
Williams and Norgate	1	1	0
R. Willis, esq. M.D.	1	1	0
—— Wilshire, esq.	1	0	0
Wilson, Richard, and Co.	1	1	0
C. Thorold Wood, esq.	1	0	0
Neville Wood, esq. M.D.	1	1	0
Wright and Smith	1	1	0
Compositors of the Shipping and Mercantile Gazette	1	1	0
Printers at Mrs. Littler's, Merton Abbey	1	0	0
Additional Sums under 1*l*. Post-office Stamps, &c.	70	11	5
Country Subscriptions.			
Abergavenny	10	17	5
Aberystwith	3	2	8
Alnwick (by J. Foster, esq.)	9	12	0
——— (second remittance) by John Brown, esq.	2	6	0
Alresford	1	13	6
Alston	2	0	0
Ambleside	3	14	0
Andover	3	17	6
Appleby	5	16	6
Arbroath, N. B.	9	10	0
Aylsham	5	0	0
Baldock	1	11	6
Ballinasloe, Ireland	3	6	6
Ballindollock, N. B.	0	10	0
Bampton	1	8	6
Banbury	7	1	10
Banff, N. B.	11	16	0
Bath	50	0	0
Bawtry	2	9	3
Betley	6	7	7
Bradford, Yorkshire	190	0	0

	£	s.	d.		£	s.	d.		£	s.	d.		£	s.	d.
Braintree	0	5	0	Eve	2	15	2	Litcham, near Swaffham	5	11	5	Shepton Mallett	3	12	0
Bramham	2	8	0	Fairholme by Larkhall, N. B.	0	12	0	Littlebourne	3	0	0	Sidmouth	5	15	7
Brechin, N. B.	5	0	0	Folkestone	2	6	0	Littlehampton	0	11	6	Southborough	0	16	6
Brecon	6	6	6	Fraserburgh, N. B.	1	15	1	Longton	12	10	0	Spalding	2	12	0
——— (second remittance)	4	2	6	Frome	4	0	0	Lossiemouth, N.B.	1	5	0	St. Neots, Huntingdonshire	2	17	0
Bridgewater	14	9	4	Gateshead	18	3	9	Louth	11	0	0	Staines	4	13	0
Brighton	1	13	1	Godalming	3	0	0	Lynn	11	9	0	Stirling, Bannockburn, and St. Ni-			
Bungay	7	8	0	Gosport	2	16	0	Maidstone	3	4	4	nian's, N.B.	18	0	0
Burnham-Westgate	3	15	6	Grantham	5	3	6	Malton	2	7	6	Stokesley	3	4	6
Burnley	27	2	2	Greenock, N.B.	53	4	2	Mevagissey	2	0	10	Stone	6	6	0
Bury St. Edmunds	17	17	6	Ditto (second remittance)	1	4	9	Midhurst	7	11	0	Stonehaven, N.B.	12	16	6
Callander, N. B.	5	4	1	Hadleigh	1	16	0	Monmouth	2	15	0	Strachan, N.B.	1	5	0
Cambridge (second remittance)	1	12	6	Halesworth	5	14	0	Mount Mellick, Ireland	16	14	6	Stratton	1	13	6
Cardiff	6	0	6	Harlow and its Vicinity	2	15	0	Mountsorrel	3	6	4	Stroud	3	11	0
Carlisle	36	17	0	Harwich	1	12	0	Nayland	1	10	6	Ditto (second remittance)	1	1	0
Castle Hedingham	0	9	6	Haslingden	10	[illegible]	0	Needwood	1	2	0	Sturminster	1	3	6
Charlbury	4	10	2	Hawick, N.B.	29	3	6	Newark	11	17	10	Swindon	2	11	0
Chepstow	1	3	6	Hereford	32	9	10	Newbury, Berks	5	2	0	Tamworth	1	10	0
Chester	0	15	6	Hexham	1	5	6	Newcastle on-Tyne	100	0	0	Tarporley	2	10	6
Chipping Sodbury	2	5	4	Hitcham, near Hadleigh	2	0	5	Newent	0	7	10	Taunton	5	15	0
Chudleigh	1	17	3	Hitchin	6	15	6	Newick	1	9	6	Tean, near Cheadle	3	0	0
Cirencester	13	7	0	Village of Hockton, Yorkshire	1	1	9	Newport, near Bishops Stortford	1	6	6	Thame	2	8	0
Coalbrookdale	11	18	0	Holbeach	3	6	0	Newport, Isle of Wight	7	11	9	Thornbury	1	11	0
Cockermouth	2	1	0	Holyhead	2	19	3	Newton Stewart, N.B.	6	9	6	Tiverton	14	10	5
Collumpton	3	16	0	Villages of Horbury and Thornes	6	17	2	North Berwick, N B	1	13	10½	Tonbridge	3	1	10
Colyton	1	0	1	Horsham	0	9	6	Northwich	1	15	0	Tottenham	15	1	0
Cookstown, Ireland	3	10	3	Idle	7	0	0	Nottingham	122	0	0	Truro	6	3	0
Cork	3	1	0	Ilminster	5	7	0	Peterborough	3	14	6	Wakefield	18	2	0
Coventry (second remittance)	8	15	6	Keith, N.B.	7	0	0	Petersfield	5	5	0	Wallingford	7	3	0
Cranbrook	1	7	6	Kidwelly	1	0	0	Pickering	1	5	0	Wateringbury	2	6	0
Crediton	3	10	3	Parish of Kilmadock, N.B.	8	0	0	Portmadoc	1	9	0	Wellington, Salop	5	15	6
Crewkerne	6	14	6	Kincardine on the Forth, N.B.	3	0	0	Queensferry, N.B.	4	17	0	Wellington, Somerset	3	5	0
Dalmeney and Kirkliston, N. B.	2	13	4	Kingsbridge	9	9	0	Ramsay, Huntingdon	0	10	0	Wemyss, N.B.	2	0	0
Darlington	37	5	10	Lady Parish, Isle of Sanday	1	6	6	Parish of Rayne, near Braintree	1	2	0	Weston, near Hadling	2	12	0
Deal	5	5	10	Langran by Hawick, N.B.	2	19	4	Richmond, Surrey	4	3	9	Wigton	11	15	0
Dedham	4	2	6	Lauder, N B.	2	4	0	Ross	1	17	0	Wigtown, N.B.	6	10	6
Diss	3	17	1	Launceston	10	3	0	Rugby	2	0	7	Wincanton	3	15	6
Ditching	0	6	0	Lechlade	0	7	8	Sandgate	0	6	7	Witham	1	10	0
Dorking	1	15	6	Leeds	91	6	0	Sandlodge, Zetland	1	1	0	Wisbech	8	11	6
Dundee, N. B.	25	17	8	Leominster	6	0	0	Sandwich	2	5	8	Woodbridge	8	15	0
East Stonehouse	2	4	6	Lerwick, Shetland	7	3	5	Scilly	4	16	6	Worcester	77	0	0
Enniscorthy	4	2	1	Lesmahago, N.B.	2	12	6	Sevenoaks	1	18	6	Workington	3	15	0
Epping	3	3	6	Limerick	12	17	0	Shefford	2	11	0	Yealand	1	17	6

THE REPORTS.

The following are the names of gentlemen who favour the LAW TIMES with the Reports:—

PRIVY COUNCIL by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

HOUSE of LORDS by WILLIAM PATERSON, Esq., of Gray's-inn, Barrister-at-Law.

EQUITY COURTS.

LORD CHANCELLOR'S COURT by RICHARD GRIFFITHS WELFORD, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR of ENGLAND'S COURT, by GEORGE GOLDSMITH, Esq., of the Middle Temple, Barrister-at-Law.

ROLLS COURT, by J. MACAULAY, Esq., of the Inner Temple, Barrister-at-Law.

VICE-CHANCELLOR KNIGHT BRUCE'S COURT by GEO. S. ALLNUTT, Esq., of the Middle Temple, Barrister-at-Law.

VICE-CHANCELLOR WIGRAM'S COURT by HENRY BAKER, Esq., of Lincoln's Inn, Barrister-at-Law.

COMMON LAW COURTS.

The QUEEN'S BENCH by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law.

The COURT of COMMON PLEAS by HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law

The COURT of EXCHEQUER by JOHN BRIDGE ASPINALL, Esq., of the Middle Temple, Barrister-at-Law.

The BAIL COURT by T. W. SAUNDERS, Esq., of the Middle Temple, Barrister-at-Law.

The EXCHEQUER CHAMBER by J. A. FOOT, Esq., of the Middle Temple, Barrister-at Law.

ECCLESIASTICAL AND ADMIRALTY COURTS.

ECCLESIASTICAL COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

ADMIRALTY COURT by JOHN W. BITTLESTON, Esq., of the Middle Temple.

BANKRUPT AND INSOLVENT COURTS.

The COURT of REVIEW by GEO. S. ALLNUTT, Esq., of the Middle Temple Barrister-at-Law.

BRISTOL DISTRICT COURT by J. ANGUS HOMES, Esq., Barrister-at-Law.

NISI PRIUS, CIRCUITS, AND CROWN CASES.

CENTRAL CRIMINAL COURT by B. C. ROBINSON, Esq., of the Middle Temple, Barrister-at-Law.

CROWN CASES (before all the Judges) by H. TINDAL ATKINSON, Esq. of the Middle Temple, Barrister-at-Law.

NORTHERN CIRCUIT, by JAMES A. FOOT, Esq., of the Middle Temple, Barrister-at-Law

WESTERN CIRCUIT, by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

OXFORD CIRCUIT, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

NORFOLK CIRCUIT by HENRY MILLS, Esq., of the Middle Temple, Barrister-at Law.

SITTINGS AT NISI PRIUS AFTER TERM, by JOHN LANE, Esq., D.C.L., of the Inner Temple, Barrister-at-Law.

ELECTION LAW.

REGISTRATION APPEALS in the COMMON PLEAS by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law; and HENRY TINDAL ATKINSON, Esq., of the Middle Temple, Barrister-at-Law.

ELECTION COMMITTEES by EDWARD W. COX, Esq., of the Middle Temple, Barrister-at-Law.

REGISTRATION COURTS, collected and edited by EDW. W. COX, Esq., of the Middle Temple, Barrister-at-Law.

IRISH REPORTS.

IRISH REPORTS by WM. ST. LEGER BABINGTON, LL.D., Barrister-at-Law.

N.B.—The names of the reporters of such important points as may arise upon Circuit will be announced as the arrangements for each are completed.

CORRESPONDENCE.

CLERKS OF PETTY SESSIONS BILL.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Permit me, through the columns of your valuable journal, to call the attention of your numerous readers to the *fifth clause* of the above Bill, which enacts as follows: "That no person shall be eligible for the office of clerk of petty sessions who shall not have been admitted an attorney of one of her Majesty's superior Courts of Common Law for *five years* at the least before such election, unless in the case of any person who shall have acted as clerk to the justices of any division before the passing of this Act, whom the justices present at the election, or the greater number of them, shall certify under their hands to be sufficiently qualified by experience and knowledge of the law to perform the duties of clerk of petty sessions."

Now, as regards the prohibiting any person (except as is excepted) from being eligible to the office of clerk of petty sessions, unless such person is an admitted attorney, I see no room for complaint; for I think that the important duties of that office, and the assistance and advice which *country* magistrates generally look for from their clerk, require that some respectable attorney should be elected to the office; but at the same time, to say that, at the *present day* a young man who has served a clerkship of five long years (yea, generally seven) in an attorney's office, read extensively during that period, and made himself acquainted with the general routine of business, probably studied some five or six months in addition under the careful eye of an equity draftsman or special pleader, and, lastly, passed the ordeal of the examiner, is *not fit* and *capable* to discharge the functions of clerk of petty sessions, is really absurd. But this is not all that may be said as respects the restriction; it will be attended with an inconvenience which at once justifies the *five* years being struck out.

I allude to those divisions (and there are many in Wales) where attorneys of *five years* standing cannot be found residing sufficiently near enough to make it suit them to take the office, and indeed it would, in such a case, be highly improper and inconvenient for magistrates to have their clerk residing at a distance from the district in which his services would be required—what then, in such a case, are magistrates to do? Why, they must leave the business of the division undone, or be without a clerk and discharge the duties themselves.

Having made these few remarks, I trust some of your readers will take the matter up, and shew more ably the *necessity* of the *five years* restriction being struck out of the clause.

I am, sir, your obedient servant,
EMBRYO.

Brecknockshire, Sept. 3, 1844.

ATTENDANCE OF ATTORNEYS' CLERKS BEFORE THE MAGISTRATES.

TO THE EDITOR OF THE LAW TIMES.

SIR,—The Profession cannot but feel much indebted for the report of the case at the "Hatton-garden Police-office" which appeared in your inestimable publication of Saturday last, respecting the right of attorneys' *authorized* clerks to appear before the magistrates; and I think you will confer a great benefit on the Profession by inducing one of your numerous correspondents to furnish some information on the questioned practice; and, in my humble opinion, the conduct of Mr. Coombes, the magistrate, deserves the unqualified approbation of the Profession, as exhibiting a feeling of liberality towards attorneys which they are not prone to manifest to each other.

The practice objected to is, I believe, universally permitted in every part of the kingdom, including Wales.

Of my own experience, which is somewhat large, I can state that I have (being thereunto authorized) attended before the judges, before the magistrates in town and country, before various under-sheriffs, and before the bankruptcy commissioners, as the representative of a solicitor, without objection; and should Mr. Horry feel zealously anxious to try the question in order to take the opinion of the Court of Queen's Bench as threatened, I shall be happy to become his victim, should he be unable to find another "willing sacrifice."

I remain, Mr. Editor,
Your obedient servant,
A SOLICITOR'S MANAGING CLERK.

Southton, Sept. 5, 1844.

THE NEW REGULATION OF THE INNS OF COURT.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Permit me (in conformity with your liberal and acceptable plan of inviting discussion on important matters), through the medium of your columns, to join with your correspondent "A Country Solicitor," in condemnation of that most iniquitous order which has been recently issued by the Benchers of the Inner Temple, and, I believe, of the other Inns of Court, precluding all who are in practice as attornies, or who act as clerks, articled or otherwise, from keeping terms for the Bar during the continuance of their practice or clerkship. I confess I think that this attempt should not be suffered to be made to crush and degrade the inferior branch of the Profession, without calling forth severe notice and rebuke from every aspirant after its honours.

Are the Benchers so ashamed of the Hardwickes, the Kenyons, the Mansfields (Sir James Mansfield), and the Wildes of the laws, that they must needs contrive subtle schemes for excluding all such men from the Profession in time to come?(a) What do they propose to gain by such a regulation? Is it to ensure *respectability* in the members of the Bar? I have yet to learn that the persons I have mentioned brought any disgrace upon the Profession of which they were the glory. In truth, these gentlemen, in the excess of their ardour to keep the Profession *select*, seem to have adopted one of the best possible means to rob it of its talent and deprive it of its industry. Surely it can never be pleaded in defence of so scandalous and exclusive a rule, that it is likely to keep out inferior men!

Is it not now almost universally admitted—has it not been publicly declared by lawyers now living, the most eminent in their profession, that the best school for the barrister at the commencement of his labours, is the office of the attorney? Have not judges the most illustrious, openly stated that if they had to begin their course of study over again they would commence it at the attorney's desk?

It is said that the regulation will prevent us from having a set of *poor* and *needy* competitors in the race to legal renown! The Benchers seem to have forgotten that it has been the opinion of those who were best qualified to judge, that narrow and contracted means were, above all things, favourable to the diligent, laborious, and successful pursuit of the law. Let them read the statements of Lord Kenyon on this head. Upon the whole, this order seems as if expressly intended to debar the profession of the services and talents of a set of persons pre-eminently qualified by their habits of industry, their talents, and their experience, to do honour to and adorn it.

I am, Sir, your most obedient servant,
JEREMIAH GILL.

Birmingham, September 4, 1844.

(a) Query, did they practise as attorneys up to the moment of being called? It is this only which the regulations prevent.

TRANSFER OF PROPERTY ACT.

TO THE EDITOR OF THE LAW TIMES.

SIR,—I presume the object of this statute, so far as it relates to mortgages, was intended to benefit the mortgagor by removing the doubt whether the legal estate passed by the mortgagee's will or went to his heir, and also to obviate the expense of obtaining a conveyance from an infant. Upon perusing the Act, it appeared to me that, in addition to the proof that will be required in support of the facts necessary to bring a case within its provisions, the Act is inefficient to effect the object intended.

To bring a case within the Act, possession of the land must *not* have been taken under the mortgage—no suit or action must be pending—and the principal and interest-money *due* must be paid. It frequently happens that possession of a mortgaged property is taken, even where the value thereof will exceed the principal and interest *due*, and this case, on account of the first requisite, is not within the statute consequently not beneficial to the mortgagor; but a greater hardship, and to which my attention was more particularly called, is under the third requisite, where it appears to me legislative aid was most needed, viz. in a case where the legal fee, in a property mortgaged above its value, is outstanding in an infant heir—and how many cases are there where property is so mortgaged, particularly in large towns, where the value of property fluctuates so much by the occurrence of circumstances not within the control of a mortgagee? A property to-day may afford an ample security, and yet by the erection of other property (and before he can obtain his money) in a more desirable locality; or by the erection of premises contiguous to the property mortgaged, may render the latter an insufficient security; and because the whole of the principal and interest money cannot be recovered, both the mortgagor and the personal representative of the mortgagee are alike deprived of the remedy proposed, and must still resort to a court of equity for a conveyance of the legal estate. In short, the Act seems to me to favour only such mortgagors as are able to pay; or, where possession has not been taken of their property, it will yield the principal and interest money due; the poor mortgagor must have recourse to that expensive remedy, which, I presume, furnished a ground of complaint, and induced the alteration of the law to the extent above referred to. If I should be wrong in this view, some of your numerous correspondents will, perhaps, be so good as to put me right.

I remain, Sir, yours most obediently,
J. WATKINS.

ADMISSION TO THE OLD BAILEY.

TO THE EDITOR OF THE LAW TIMES.

MR. EDITOR,—The remarks of various correspondents in the daily papers, and particularly of a correspondent in *The Times*, subscribing himself "What Next," upon the subject of the regulations for admission at the Old Bailey, are very judicious. No system can be surely more reprehensible than that which converts a court of justice into a spectacle to be exhibited at half-a-crown a head; and I am surprised that the respectable persons who now exercise the functions of sheriffs, and their learned subalterns, the undersheriffs (who are usually selected from the *élite* of the members of the Common Council of London), should sanction such a proceeding. At the same time it must be observed, that an indiscriminate admission of the multitude would cause much confusion, particularly as the absurd course of blocking up one of the galleries at the very period when the throwing open the jurisdiction to the home counties required additional space for the public, has circumscribed that space to a very narrow limit.

I would suggest the following regulation for the admission of the public. There is a class of persons whose duties at the Old Bailey are of a very onerous and responsible character, who not only receive no remuneration for the performance of such duties, but undergo great privations. I allude to those persons exercising the all-important functions of the petit jury. These respectable individuals, upon whose voices depend the destinies of so many of their fellow-

subjects, are not only compelled to leave their business to chance,—banished from their homes and families, —but uninvited to the gastronomical spread in the upper regions of the Old Bailey (so celebrated by Theodore Hook in his memorable description in *Gilbert Gurney* of an Old Bailey dinner), are ofttimes kept without meat, drink, fire, and candle. Surely it would be no injudicious exercise of patronage if, as some reward for the laborious duties required of them by their country, they should be furnished with tickets of admission to the gallery of the Old Bailey, whereby their friends might be admitted, under proper regulations, and to the extent that the small space will accommodate. The present repulsive and justly reprehensible mode of admission would thus at once be got rid of.

But there is another class of persons who have complained, and with reason, of the injudicious regulations at the Old Bailey. I allude to the solicitors engaged in the trials at the court, and to whom the determined system of exclusion is a great annoyance.

During a practice of twenty years, it has been my chance to be engaged but in two or three prosecutions at this place; and from the treatment I have experienced there I do not covet a profusion of the practice; although never disposed to be driven by the insolence of office from doing my duty to my client under all circumstances.

At the Easter sessions I was engaged in a prosecution of an extensive robbery of a large wholesale house. It happened (unfortunately for me) to be during the progress of what a facetious barrister has called "Show Trials"—the notorious Barber and Fletcher were being tried, and admission was at a premium. I had the greatest difficulty to get in at all. Being compelled to leave the court a short time before my trial came on, I was returning with one of the prosecutors (a member of a leading and respectable city firm), when we were repulsed with much rudeness by one of the City police, because we were not favoured by an order from one of the undersheriffs. The urgency of the case compelled us to seek an entry by a back way, under the wing of another policeman, who was one of our witnesses for the prosecution.

Surely it is not under such auspices as these that a solicitor of respectability and standing is to be compelled to seek an entry into a court of justice where he has a cause at issue. Nor should he be driven to bow and cringe to undersheriffs or other officials to incur an implied obligation for that which is his acknowledged right.

The remedy for this evil is equally easy. Let the clerk of the arraigns issue tickets for the authorized solicitors in each case, that would insure their admission, and prevent their being thrust from the door by officials of any grade.

I am, Sir, your obedient servant,
THOMAS LOTT.

43, Bow-lane, 30th August, 1844.

LEASES OF MORTGAGED PREMISES.

TO THE EDITOR OF THE LAW TIMES.

SIR,—The remarks of a "Constant Reader" appear to be quite beside the question put by Mr. Robert Leigh, which was, as I understood it, "What is the practice with regard to the preparation of Leases of Mortgaged Premises?" and not whether that practice be expedient or inexpedient, just or unjust?

The inconveniences and hardships which he suggests are imaginary, and are not felt in practice; and I therefore think it unnecessary to trouble you with replies to his queries.

Yours, &c.
HENRY WALKER.

5, Southampton-street, Bloomsbury,
Sept. 5, 1844.

STAMPS ON AGREEMENTS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Will you or any of your correspondents be so good as to state for my practical information what stamps should be affixed to an agreement of *twenty-five* folios? the Act 55 Geo. 3, c. 184, extending to schedules, whilst the recent statute, 7 Vict. c. 21, is not so clear.

Yours obediently,
A SUBSCRIBER.

PRACTICE AMONG MAGISTRATES' CLERKS.

TO THE EDITOR OF THE LAW TIMES.

SIR,—Permit me to call the attention of your readers to a point of practice adopted by some attorneys, clerks to justices in Devonshire.

The practice to which I refer is, that the clerks to justices, in cases of making orders for the removal of paupers to their place of settlement, insist on retaining the examinations on which the orders are made and also the documentary evidence (if any), such as indentures of apprenticeship, prior orders of removal, &c. until after the sessions next following the making the orders, or in the event of appeals, until such appeals are heard and determined.

I submit that this practice is not only unjust towards the members of the Profession, but detrimental to the interests of our clients. By the 79th section of the Poor Law Amendment Act, the overseers or guardians of the parish obtaining an order of removal are required to send copies of the examinations on which the order was made, a counterpart of the order, and a notice of pauper's chargeability, to the overseers of the parish to whom such order shall be directed; and true and correct copies of all examinations and depositions taken before the justices preliminary to their granting the order, whether the evidence they contain be relevant or not, must be sent, or the order on appeal will be quashed, and thus the respondent parish burdened with the future maintenance of the paupers and costs of the appeal.

Now, it is almost the invariable usage for parishes seeking to remove paupers to their place of settlement, to employ an attorney to take the examinations and conduct the application for the order (and late decisions have shewn with what particularity and care such examinations must be prepared). The attorney so employed is therefore held answerable by his clients to see the requirements of the Act strictly complied with; but by the practice above referred to, he is stopped at the very first step in his duty subsequent to obtaining the order; he cannot send copies of the examinations or counterpart of the order of removal, for they are retained by the justices' clerk, who claims the right to make and send the copies, and his fees for so doing; this is certainly in direct opposition to the intention of the framers of the Act, for instead of directing the justices or their clerk to send the copies, the Act directs the overseers or guardians to do so.

The work of copying the examinations, the comparing the copies with the originals, and the sending them, with the other needful documents, is then intrusted, not unfrequently, to the justices' clerk's clerk, and still the attorney for the parish officers must bear the responsibility and the blame if the requirements of the Act are not complied with.

But the evil does not end here. Suppose the order be appealed against, the respondent parish has to bear the costs of the justices' clerk, an attorney, attending the sessions, probably for several days, and in most cases, at a distance from his home, in order first to produce the original examinations, and then to prove the sending examined copies of them to the overseers of the appellant parish.

It frequently happens that the clerk to the justices is the attorney for the parish to which the order is directed; he must either be intrusted with the duty of sending the copies of examinations, &c. to his own clients, or the attorney for the parish obtaining the order, having a prudent regard for the interests of his clients, as well as his own professional reputation, must attend on the justices' clerk, who probably lives at a distance, when the copies of examinations shall have been prepared by him, in order to compare them with the originals and send them to the overseers, as the Act requires.

My opinion is, that the examinations and orders when made are the property of the parish at whose instance they were obtained; for it is the duty of the parish officers to deposit them in the parish chest for future reference and evidence. But I have found it useless to attempt to induce justices to be of this opinion; for, in matters of practice, justices are generally, and perhaps properly, guided by the advice and opinion of their clerk.

Your obedient servant,
Exeter, Sept. 3, 1844. JAMES PITTS.

SELECTIONS FROM CORRESPONDENCE.

An Attorney's Clerk (Oldham), after giving an instance of the usual consequences of a person knowing a litt of law affecting to draw a will, observes:—

"That a person should have a right to prepare his own will may be well conceded by the Profession, though many parties would have been materially benefited if that had not been the case; but that parties utterly unacquainted with even the most common modes of disposition should be permitted to draw wills and make charges for their handiwork, is a lamentable deficiency in the *protective* law of this country, and a manifest injustice to the Profession at large. There is now an illiterate man, altogether incompetent to the task, who resides at Failsworth, near Manchester, who prepares the wills of all the noodles who surround him, and there are more noodles than wise men in his and all other neighbourhoods. What may be the effect of this in future years no man can tell; but the effect of this practice at present is to deprive the man who has prepared himself at a great expense and much labour to perform effectively the duties of his Profession from being employed by parties wanting his assistance, and whose place it is ten to one the parties employed cannot properly fulfil, to the injury of the family and friend of their employers. Can nothing be done to remedy this crying evil?

PARLIAMENTARY RETURNS.

BANK ISSUES.

This *Gazette* contains the following returns under the new "Act to make further Provision relative to the Returns to be made by Banks of the Amount of their Notes in Circulation." The period is twelve weeks prior to the 27th of April last, and the average amount in each case is certified by two of her Majesty's Commissioners of Stamps and Taxes:—

	£
Warwick and Warwickshire Bank, at Warwick—K. Greenway and E. Greaves ..	30,504
Oxfordshire Witney Bank, at Witney—J. W. Clinch ..	11,852
Whitby Old Bank, at Whitby—A. and J. Chapman, and H. Simpson ..	14,258
Whitby Bank, at Whitby—W. Frankland and J. Wilkinson ..	2,076
Wellington Somerset Bank, at Wellington—Messrs. Fox ..	6,528
Weymouth Old Bank, and Dorchester Bank, at Weymouth and Dorchester—Eliot and Pearce ..	16,461
Wolverhampton Bank, at Wolverhampton—R. and W. F. Fryer ..	11,867
York Bank, at York—R., J., and G. Swann, and J. Clough ..	46,387
Stourbridge Bank, at Stourbridge—P. and F. Rufford, and C. J. Wragge ..	17,295
Bromsgrove Bank, and Stourbridge and Bromsgrove Bank, at Bromsgrove—P. and F. Rufford ..	16,799
Derby Old Bank, and Scarsdale and High Peak Bank, at Chesterfield and Derby—Crompton, Newton, and Crompton ..	27,237
Oswestry Bank, and Oswestry Old Bank, at Oswestry—Croxon and Co. ..	18,471
Ringwood and Poole Bank, and Town and County of Poole Bank, at Ringwood and Poole—G. and R. Ledgard ..	11,856
Newmarket Bank, at Newmarket—R. J. Eaton and C. E. Hammond ..	23,098
Monmouthshire Agricultural and Commercial Bank, at Abergavenny and Monmouth—Bailey, Gratrex, and Williams ..	29,335
Norwich and Norfolk Bank, at Norwich, East Dereham, Attleborough, and North Walsham—Gurney and Co ..	75,372
Leicester Bank, at Leicester, Melton Mowbray, and Loughborough—Pagets and Kirby ..	32,322
Lewes Old Bank, at Lewes, East Grinstead, and Tunbridge-wells—Molyneux and Co.	44,836
Lymington Bank, at Lymington—Messrs. St. Barbe ..	5,038
Doncaster Bank, and Retford Bank, at Worksop, Retford, Doncaster, and Thorn—Cooke, Foljambe, and Walker ..	63,519
Boston Bank, at Boston, Spalding, Louth, Spilsby, and Horncastle—Garfit and Co.	75,069
Exeter Bank, at Exeter—Sanders and Co.	37,894
Lynn Regis and Lincolnshire Bank, at Lynn, Swaffham, and Downham Market—Gurney and Co. ..	42,817
Hull Banking Company, at Hull, Beverley, Barton, and Grimsby ..	29,333
Leeds Commercial Banking Company, at Leeds ..	13,914
Leeds and West Riding Banking Company, at Leeds and Bradford ..	18,937
Ludlow and Tenbury Bank, at Ludlow ..	10,215
Moore and Robinson's Nottinghamshire Banking Company, at Nottingham ..	35,813
Suffolk Banking Company, at Ipswich, Bury St Edmund's, Mildenhall, Saxmundham, Stowmarket, and Woodbridge ..	7,449
Storey and Thomas's Banking Company, at Shaftesbury ..	9,714
Leicestershire Banking Company, at Leicester, Ashby-de-la-Zouch, Hinckley, Market Harborough, and other places ..	86,060
Leamington Priors and Warwickshire Banking Company, at Leamington, Warwick, Southam, Kenilworth, and Banbury ..	13,875
Lincoln and Lindsey Banking Company, at Lincoln, Gainsborough, Louth, Horncastle, and other places ..	51,620
Northamptonshire Banking Company, at Northampton, Daventry, Wellingborough, and Stamford ..	26,401
Leeds Banking Company, at Leeds ..	23,076
Lancaster Banking Company, at Lancaster, Ulverstone, Preston, and Kirkby Lonsdale	64,311
Stuckey's Banking Company, Bristol Somersetshire Bank and Somersetshire Bank, at Langport, Bristol, Bridgewater, Taunton, and other places ..	356,976
Knaresborough and Claro Banking Company, at Knaresborough, Wetherby, Ripon, Easingwold, and other places ..	28,059

BANKERS' PROMISSORY NOTES.

(*Continued from the Gazette of Tuesday.*)

Taunton Bank, at Taunton, Dunster, and Bampton—Henry Badcock and Robert Badcock ..	29,799

Marlborough Bank, Marlborough and Wilts Old Bank, Marlborough Old Bank, Marlborough Old Bank and Hungerford Bank, and Hungerford Bank, at Marlborough, Hungerford, and Calne—William Tanner and George Henry Pinkney	19,073
Stamford and Rutland Bank, at Stamford, Uppingham, and Oakham—Charlotte Anne Eaton, Edward Cayley, and Robert Michelson	31,858
Kendal Bank, at Kendal—Jacob Wakefield, William Dillworth Crewdson, John Wakefield, William Dillworth Crewdson, jun. and George Braithwaite Crewdson	44,663
Worcestershire Bank, at Kidderminster—George Farley and Abraham Turner ..	14,309
Stamford, Spalding, and Boston Bank, at Stamford, Spalding, Boston, Oundle, and other places	55,721
North Wilts Bank, at Melksham, Devizes, Bradford, Trowbridge, and other places .	63,939
North and South Wales Bank, at Liverpool, Chester, Wrexham, Oswestry, and other places	63,951
Nottingham and Nottinghamshire Bank, Nottingham, Newark, Mansfield, East Retford, and other places	29,477
Halifax Commercial Bank, at Halifax.. ..	13,733
Pares' Leicestershire Bank, at Leicester, Hinckley, Loughborough, Melton Mowbray, and Lutterworth	59,300
Bank of Westmorland, at Kendal..	12,225
Wakefield and Barnsley Union Bank, at Wakefield and Barnsley	14,604
Sheffield and Hallamshire Bank, at Sheffield	23,524
Stourbridge and Kidderminster Bank, at Stourbridge, Kidderminster, and Stratford-upon-Avon	56,830
Stockton and Durham Bank, at Stockton and Guisbrough	8,290
Shropshire Bank, at Shiffnal, Wellington, Newport, and Coalbrookdale	47,951
Whitehaven Joint Stock Bank, at Whitehaven and Penrith	31,916

DRUNKENNESS.

A return has been made on this subject, which cannot fail to excite interest, as it is one which is, in a statistical point of view, illustrative to a certain extent of the moral condition of the people of this vast metropolis. The returns moved for by Mr. Hume were "of the number of persons taken into custody for drunkenness, and for disorderly conduct, by the metropolitan police, in each year from 1831 to 1843, both inclusive, distinguishing each, and stating the population of the metropolitan police district in the years 1831 and 1843; and a similar return for the city of London."

From this document we glean the following singular results:—The maximum amount of persons taken into custody for drunkenness is to be found in the years 1831, 1832, and 1833, and the minimum in 1843.

In 1831 they were, males and females		..	31,353
1832	ditto	ditto	32,636
1833	ditto	ditto	29,880

Taking the population according to the census of 1831 at 1,515,585, then the number of persons taken into custody for drunkenness was in these periods respectively as about 2 1-15th, 2 1-7th, and 1½ and a fraction out of every 100. In 1843 the number of persons taken into custody for drunkenness fell to 10,890, which, taking the census of 1841, say 2,068,107, was in the proportion of little more than ½ in every 100. In the city of London, also, the same gratifying result is shown. In 1840 the numbers were 5113, which, on the estimated population of 124,876, was in the enormous proportion of full 4 1-10th out of every 100. In 1843 the numbers were 2,595, which, taking the official estimated population at 125,273, was in the ratio of 2½ to every 100. Let us hope from these facts that temperance is becoming more general among the labouring classes of the metropolis. Its beneficial influence on the social condition of the people must be evident to every man.

ARMY PRIZE MONEY.

The following Parliamentary return, published yesterday, exhibits the account of unclaimed army prize-money (formerly made by the deputy treasurer of the Royal Hospital at Chelsea), from the 18th January, 1809, to the 31st December, 1843, directed to be annually laid before the Houses of Parliament by the Act 2 Wm. 4, c. 53:—

Dr.	
To cash arising from forfeited and unclaimed shares of prize-money, grants, &c.	£1,075,122 19 11
To ditto arising from the dividends or interest of moneys invested in the public funds, or other Government securities . . .	218,147 10 4
	£1,293,270 10 3

Cr.	
By cash refunded to claimants .	£655,342 18 0¼
By expense in executing acts from the 18th Jan. 1809, to the 31st Dec. 1843	57,548 5 0½
By sums paid for the Royal Hospital, in diminution of the annual vote	561,663 8 0¾
Balance (*vide* Memorandum below)	18,715 19 0¼
	£1,293,273 10 3

Memorandum.—Although the balance upon the account appears to be as above stated, yet there is in the Three per Cent. Consols 100,000*l*. stock, and in the Bank of England, to the account of the Paymaster-General, 15,638*l*. 17s. 9d. which arises from the investments having been made in the earliest periods, when the funds were very low, and from the amount sold thereout from time to time having been when the prices of stock were considerably higher; thus accounting for the difference between the balance as stated, and the present amount of the army prize fund in the Three per Cent. Consols, and in money at the Bank of England.

(Signed) RICH. NEAVE, Secretary.
Royal Hospital, Chelsea, August, 1844.

JOURNAL OF PROPERTY.

THE MONEY MARKET.

FRIDAY.—Consols closed at 99⅞ sellers for present Transfer, and buyers at about that rate for Account.

The Foreign Securities also exhibited rather a dull appearance. Spanish Actives were 23⅞ to 23¾; the Three per Cents. 34¾ to 34⅞; Portuguese Converted, 46 to 46½; and Mexican, 35¾ to 35⅞ for the Actives, and 15½ for the Deferred.

The transactions in Railway Shares have been: Bristol and Gloucester, 12 to 10½; Chester and Holyhead, 1⅞; Dublin and Cashel, 8¾ to 9½; Great Western, 75¾; Ditto, Half, 38¾; Ditto, Fifths, 14⅞; Hull and Selby, 18 to 19; Birmingham, Thirds, 34½; Greenwich Preference, 4½ to 4⅞; Croydon, 3¾; London and York, 3 to 2⅞; Midland, 7¼ to 7⅞; Norwich and Brandon, 9½ to 9; South Devon, 5; South-Eastern, 6⅛ to 6⅞; Ditto, New, 9½ to 9; Trent Valley, 6½; Yarmouth and Norwich, 9; York and North Midland, 57; Orleans, Tours, and Bordeaux, 1; Paris and Orleans, 18⅞ to 18⅞; and Paris and Rouen, 18⅞ premium. Caledonian have been ⅞; Eastern Counties, 12 to 11⅞; Brighton, 3¼ to 4¼; and Greenwich, 3½ to 2¾ discount. Provincial Bank of Ireland shares were 19¼ premium.

NEW THREE-AND-A-HALF PER CENTS.—As some misunderstanding seems to have arisen with respect to a recent act of Parliament (7th and 8th Victoria, cap. 39) exempting from the payment of income tax a portion of the dividends on the New Three-and-a-Half per Cents., it may be stated that this act applies to the New Three-and-a-Half per Cents. only, and not to the Reduced. The income-tax first came into operation on the 5th of April, 1842, and the dividends on the New Three-and-a-Half per Cents. due on the 5th of July, were charged with six months' tax, although no more than three months had elapsed. This overcharge would have been rectified on the cessation of the income tax had no financial alterations taken place, for the portion of dividend accruing between January and April would have been exempt from duty altogether. Since the conversion of the Three-and-a-Half per Cents. generally the Government, liberally enough, have at once given back the holders of the New Three-and-a-Half per Cents. the overpaid tax, by exempting from taxation the quarter's dividend that will be payable on the 10th of October next. As the dividends on Reduced Three-and-a-Half per Cents. have always been payable in April and October, they did not pay any extra tax, and consequently there is nothing to return to the holders of this stock. It is certainly incorrect to call the concession made by the Act a "bonus," as in fact it is only an allowance for an over-payment made at a previous period.

Public Sales.

By Messrs. SHUTTLEWORTH and SONS, at the Mart.

An annuity or rent charge of 135*l*. per annum, issuing out of freehold property, situated in the immediate vicinity of Rochester, Kent, comprising 10¼ acres of nursery and garden land, with six cottages erected thereon; also a house in the village of Brompton, near Rochester, and 5¼ acres of meadow land at Upnor, during the lives of three gentlemen, now aged 59, 32, and 47 years, and a lady now in the 43rd year of her age, or the survivor of them—1,400*l*.

The reversionary life-interest of a gentleman, aged 45, in the dividends on a sum of 20,000*l*. Three per Cent Consols, expectant on the death of a gentleman aged 34, and unmarried—590*l*.

Three bonds in the Basingstoke canal, viz.:—A bond, No. 189, for 500*l*. dated Jan. 21, 1795; a ditto, No. 319, for 120*l*. dated July 29, 1798; a ditto, No. 366, for 60*l* dated Feb. 25, 1796. The above bonds are all granted to John Monkhouse, esq., bearing interest at 2*l*. per cent.—165*l*.

Twelve shares of 100*l*. each, Nos. 503 to 514, in the Basingstoke Canal, and a debit for 261*l*. 2s. 9d. due on the loan account—70*l*.

A policy for 5,000*l*. effected in the Royal Exchange Office on the 20th March, 1823, on the life of a lady now aged 71; annual premium 233*l*.—2,240*l*.

A debit for the sum of 433*l*. 6s. secured by a policy for 500*l*. effected with the Crown Company on the 12th Feb. 1828, on the life of the debitor, now in the fifty first year of his age; original amount of premium 14*l*. 15s. 9d. reduced annual premium 12*l*. 12s. 3d.—45*l*.

A policy of 300*l*. with the accumulation amounting to 86*l*. or 87*l*. effected with the Rock Society the 25th Nov. 1822, on the life of a gentleman now in the fifty-fourth year of his age; annual premium 8*l*. 11s. 3d.—135*l*.

The reversion of one-fourth share of 5,327*l*. 5s. 4d. Bank Three per Cent. Consols, expectant on the death of a lady aged forty-five in August last—400*l*.

By Mr. GEORGE ROBINS.

A freehold farm and estate, known as the Yew Tree House, Whelpley-hill, in Bucks; it consists of 292a. 2r. 4p. of land—6,450 gs.

The next presentation to the Crown church living of St. Andrew, St. Mary, Witton, and St. Nicholas, Droitwich, in Worcester, producing an income of 366*l*. 12s. per annum—1,220 gs.

The perpetual advowson and next presentation to the parish church and perpetual curacy of Bengeworth, in Worcester; the net income is 180*l*. per annum—850 gs.

By Messrs. BEADEL and FOULKES at the Mart.

The reversion to one third part of 3,685*l*. 13s. 5d. New Three-and-a-Half per Cent. Bank Annuities, on the death of a lady now in her 67th year; also to one-sixth part of the said sum of 3,685*l*. 13s 5d New Three-and-a-Half per Cent. Bank Annuities, on the death of the lady above mentioned—900*l*.

All that reversion to one-third part of 2,155*l* 10s 7d. Reduced Three per Cent. Bank Annuities, receivable on the death of the above-mentioned lady, also to one-sixth part of 2,155*l*. 10s. 7d. Reduced Three per Cent Bank Annuities, receivable on the death of the above-named lady—520*l*.

By Mr CAFE and SON, at Garraway's.

A house and shop No. 19, on the south side of Earl-street, Edgeware-road, let at 42*l*., held for 70½ years at a ground-rent of 6*l*. 6s. per annum—440*l*.

A private house, No. 18, Earl-street, let at 30*l*. per annum; held for 70½ years, at a peppercorn—370*l*.

A house, No, 72, Carlisle street, let at 21*l*. 9s.; held for 70½ years at a peppercorn—155*l*.

A ground-rent of 18*l*. per annum, secured on a house and shop No 71, Carlisle-street, and a house, No, 22, Little Earl-street, for 70½ years—290*l*.

A private house, with carpenter's yard, workshop, and stabling, No. 71, Great Carlisle-street, let at 61*l*. 10s.; held for 70½ years at a peppercorn—810*l*.

A residence, with stable, situate and being No. 13, Rodney-street, Pentonville, let at 52*l*. per annum; held for 40½ years, at a ground-rent of 6*l*. per annum, the land-tax is redeemed—510*l*.

A residence, No, 37, Edward-street, Hampstead-road, let at 50 guineas per annum; held for the residue of a term of 94 years from Sept. 29, 1830, at a ground-rent of 6*l*. per annum—610*l*.

By Messrs. HOGGART and NORTON, at the Mart.

A freehold estate, situate in the Isle of Sheppy, Kent, adjoining New House Farm, in the parish of Legsdown, comprising a farm cottage, farm buildings, and 125a. 1r. 25p. of arable, pasture, and marsh land, of the estimated value of 188*l*. per annum, with a right of free fishery in the New Fleet—4,400*l*.

A freehold inclosure of arable land, and a small piece of woodland, situate in the parish of Halstow, Kent, comprising together 11a. 3p.—430*l*.

A freehold inclosure of arable land, known as Little Broomsclose, situate in the parish of Newington, Kent, containing 1a. 4p.—60*l*.

A freehold inclosure of arable and woodland, situate near the church and the village of Newington, Kent—145*l*.

A freehold estate, close to the village of Newington, Kent, and adjoining the lands of R. Goord, esq. consisting of a cottage, with shed and offices; capital orchard planted with choice fruit trees, containing 1a. 3r. 12p. estimated value 15*l*. per annum—450*l*.

A small piece of freehold garden ground, nearly adjoining the preceding lot, containing 1r. 34p.—65*l*.

Two freehold inclosures of arable land in the parishes of Upchurch and Newington, adjoining the land of the Earl of Thanet, All Souls' College, and Mr. Lee, containing 7a. 3r. 32p.—360*l*.

By Mr. W. W. SIMPSON.

On Thursday, the 29th ult., the under-mentioned extensive and valuable property was brought to the hammer, at the Mart, pursuant to the directions of the Lord Sidney Godolphin Osborne. The result was as follows:—

Lot 1. The Somerleyton Hall Estate, comprising several farms, containing together 2,868 acres, let at rents amounting to 2,728*l*. per annum (exclusive of the mansion and demesne in hand), with two advowsons and extensive manorial property, bought in at 86,000*l*. but which has since been sold.

Lot 2. A freehold estate in the parish of Southtown, containing 253 acres, and let at 250*l*. per annum, 8,880*l*.

Lot 3. Gorleston Ferry, the water passage over the river Yare, at Southtown, with dwelling-house, let at 38*l*. per annum, 2,740*l*.

Lot 4. A freehold property, situate at Lowestoft, let at 10*l*. 15s. per annum—250*l*.

Lot 5. The advowson of Blundeston, with Flixton (amount

of tithe commutation 610*l.* per annum, age of the incumbent 62 years), was bought in at 3,740*l.*

Lot 6. The advowson of Carlton Colville (amount of tithe commutation 387*l.* per annum, age of incumbent 73 years)—3,000*l.*

Lot 7. The advowson of Lound (amount of tithe commutation 407*l.* per annum, age of the incumbent 55 years)—2,220*l.*

Lot 8. The advowson of Bradwell (amount of tithe commutation 631*l.* per annum, age of the incumbent 69 years) was bought in at 4,000*l.*

Lot 9. The advowson of Oulton (amount of tithe commutation 150*l.* per annum, age of the incumbent 44 years)—reserve—1,900*l.* Total 112,730*l.*

By Mr. PEYTON,

A copyhold villa residence and premises, situate at Teddington, Middlesex, close to Bushy Park, with garden and pleasure-ground—755*l.*

A house and garden, being No. 2, Chapman's-gardens, Ann's-place, Hackney-road, let at the rent of 5*l.* per annum; held for 94 years, from June 1817, at a ground-rent of 2*l.* 5*s.* per annum—28*l.*

By Messrs. ELLIS and WALES.

A plot of freehold land, with four small houses thereon, situate in North-street, Twig Folly, Bethnal-green—290*l.*

The freehold premises, No. 35, on the east side of the Minories. They were lately let on lease at 70*l.* per annum 700*l.*

By Mr. FAITHFULL, at Garraway's,

The lease of the Sun public-house, No. 145, on the south side of Union-street, Borough, together with a private house adjoining, held for 14¼ years, at a net rent of 50*l.* per annum—230*l.*

By Mr. BRAY, Jun.

A leasehold estate, being Nos. 24, 25, and 26, Turnmill-street, Clerkenwell; No. 25, known as the Cart and Horse public-house, let at 90*l.* per annum; No. 26, let at 50*l.*; and No. 24, let at 25*l.*—total 165*l.*; held for 31 years, at a ground-rent of 110*l.* per annum—375*l.*

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

.. Official Assignees are given, to whom apply for the Dividends.

Goertz, H. upholsterer, 2*s.* Groom, London.—*Muller*, F. J. H. turner, 5*s.* Groom, London.—*Thorpe*, H. linen draper, 3*s.* Groom, London.

Insolvents' Estates.

Arnett, T. out of business, Bury-st. St James's, 11¼d.—*Brenchley*, C. auctioneer, High-st. Southwark, 1s. 1¼.—*Chandler*, R. R. Chemist, Minchinhampton, 2s. 3d.—*Cheshire*, W. victualler, Birmingham, 1s. 3d.—*Corlett*, T. A. accountant, York, 5¾d. *Darracott*, R. Y. M. lieutenant, Liverpool, first 4s. 8d.—*Garlick*, W. W. painter, Manchester, 1s. 2¾d.—*Hankinson*, J. R. confectioner, Belgrave-road, 2s. 3¼d.—*Hepper*, C. poulterer, Exeter, 2s.—*Hickman*, G. jeweller, Rawstorne-st. 7¼d.—*Howes*, J. baker, Fawler, Oxfordshire, 9¾d.—*Hogland*, J. grocer, Knottingley, 1¼d.—*Jennings*, T. purser, Keppel-terrace, Chelsea, 3s. 1¼d.—*Levell*, T. lieutenant, Bath, first 3s. 3¼d. *Manton*, G. grocer, Warwick, 1s.—*Paddon*, G. W. superannuated comptroller in the customs, Mare-st. Hackney, final 2s. 5¾d.—*Phillipps*, J. grocer, Colne, 1s. 1d. *Phillips*, J. draper, Aberystwith and Lanhilleth, 3s. 5¼d.—*Sleigh*, J. lieutenant, St. Andrew's terrace, Philpot-st. Commercial road East, first 1s. 3d.—*Smith*, J. ... carpenter, Iron Acton, 2s. 3d.—*Sounes*, W. dye sinker, Denmark-st. Soho, 1s. 0¼d.—*Turner*, W. jeweller, Middleton-st. 6d.—*Willer*, W. victualler, Datchett, 3s. 8¼d.

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, Sept. 6.

Child, J. mealman, Streatley, Berks, Aug 30. Trusts. M. Tayler, Cleeve Mill, Oxfordshire, and G. Dyson, Cholsey, Berks, mealmen. Sols. Hedges and Sons, Wallingford.—*Crew*, S. coal merchant, Bristol, Aug. 13. Trusts. D. Brooks, carpenter, and J. Hendford and S. Sage, brick and tile makers, all of Bristol. Sols. Messrs Gillard and Flook, Bristol.—*Kenyon*, C. brewer, Manchester, Aug. 5. Trusts. J. Moss, corn factor, and W. Vernon, hop merchant, both of Manchester. Sol. Heath, Manchester.

Gazette, Sept. 10.

Northcote, F. A. laceman, Birmingham, Sept. 7. Trustee, S. Hamerton, silk ribbon manufacturer, Coventry. Sol. Swist, Coventry.—*Evans*, E. bookseller, Brynmawr, Brecknockshire, Aug. 23. Trust. George Harrhy, banker, Tredegar Iron Works, W. Jones, shopkeeper, Crickhowell, T. Williams, stationer, Crickhowell, and E. Jones, registrar of births, &c. Blackwood. Sols. Gabell and Sons, Crickhowell.—*Capel*, T. S. and *Slaughter*, M. coal merchants, Bridewell-wharf, Blackfriars, Aug. 22. Trusts. J. F. Edgley, Custom-house Chambers, and F. Wiggins, horse contractor, Little Bridge-st. Sols. Hoppe and Boyle, Sun-court, Cornhill.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, Sept. 6.

BAILEY, THOMAS and JOHN, toy dealers, King's-cliffe, Northampton, Sept. 13, at two, Oct. 18, at one, Basinghall-st. Com. Fane; Whitmore, off. ass.; Goddard, King-st. Cheapside, sol. Date of fiat, Aug. 27. J. and E. A. Sewell, jewellers, Fore-st. pet. crs.

CLARKE, HENRY, builder and railway contractor, Sheffield, Yorkshire, Sept. 18 and Oct. 4, at eleven, Leeds, Com. West; Fearne, off. ass.; Ryalls, Sheffield, and Blackburn, Leeds, sols. Date of fiat, Aug. 30. A. and W. Daniels, woollen drapers, Aldermanbury, pet. crs.

COCKERY, ROBERT THORNTON, market gardener and fruit and pea salesman, Sept. 14, at eleven, Oct. 18, at two, Basinghall-st. Com. Fane; Whitmore, off. ass.; Jerwood, Walbrook-buildings, sol. Date of fiat, Sept. 3. On his own petition.

KITCHEN, JOHN, corn and flour dealer, Stockport, Cheshire, Sept. 12, at twelve, Oct. 9, at eleven, Manchester; Hobson, off. ass.; Johnson and Co. Temple, and Ferns, Stockport, sols. Date of fiat, Sept. 2. F. E. Everit, gent. Ecclesfield, pet. cr.

PETTIGREW, ROBERT, the younger, tailor, Mulgrave-pl. Woolwich, Kent, Sept. 12, at two, Oct. 18, at twelve, Basinghall-st. Com. Fane; Whitmore, off. ass.; Hine and Robinson, Charter-house-sq. sols. Date of fiat, Aug. 30. W. Salt, innkeeper, Poynton, Cheshire, pet. cr.

QUY, JOHN, dealer in cattle, Mark's-hall, White Roothing, Essex, Sept. 12, at one, Oct. 18, at half-past eleven, Basinghall-st. Com. Fane; Alsager, off. ass.; Ashley, Shoreditch, sol. Date of fiat, Aug. 26. J. D. Quy, draper, Bermondsey-st. pet. cr.

REGNAULT, LOUIS ADOLPHE, milliner and dressmaker, Cheltenham, Gloucester, Sept. 23, at half-past two, Oct. 21, at eleven, Bristol, Com. Stephen; Hutton, off. ass.; Pike, Old Burlington-st. sol. Date of fiat, Sept. 3. S. and J. Rogers, fancy warehousemen, Sackville-st. pet. crs.

ROLLINGS, THOMAS, wine and general merchant, 2, Ingram-ct. Fenchurch-st. city, London, Sept. 12, at half-past one, Oct. 18, at eleven, Basinghall-st. Com. Fane; Alsager, off. ass.; Goddard, King-st. Cheapside. Date of fiat, Aug. 29. J. W. Bamfield, gent. Orchard-st. pet. cr.

SOTHERS, LAWRENCE, and PERRITT, WILLIAM, grocers, cheesemongers, and copartners, Gravesend, Sept. 13, at half-past eleven, Oct. 18, at half-past one, Basinghall-st. Com. Fane; Alsager; Thompson and Co. Salters'-hall, sols. Date of fiat, Sept. 2. E. Ronalds, cheesemonger, Upper Thames-st. pet. cr.

TERRILL, CHARLES ROSS, victualler, late of the Chancellor's-head, Carey-st, Chancery-lane, Sept. 14, at half-past eleven, Oct. 22, at eleven, Basinghall-st. Com. Fane; Alsager, off. ass.; Robinson, Ironmonger-lane, sol. Date of fiat, Sept. 5. J. M. Minter, gent. Trafalgar-pl. West Hackney, pet. cr.

Gazette, Sept. 10.

BRADSHAW, GEORGE, linen and woollen draper and wine and spirit dealer, Welchpool, Montgomery, Sept. 17, Oct. 9, at eleven, Liverpool, Com. Ludlow; Bird, off. ass., Walker, Furnival's-inn, and Bradley, Liverpool, sols. Date of fiat, Aug 28. W. Bradley and S. R. Mottram, wine merchants, Liverpool pet. crs.

HOOK, JOSEPH, contractor and brick merchant, Nine-elms, and of the Wandsworth-road, Sept. 23, at half-past two, Oct 22, at one, Basinghall-st. Com. Fane; Whitmore, off. ass., Sadgrove, Mark-lane, sol. Date of fiat, Sept. 9. M. Hayward, corn chandler, Alfred-place, Newington, pet. cr.

SEDGWICK, THOMAS, grocer and tea dealer, Leeds, Sept. 27 and Oct. 28, at eleven, Leeds Com. West; Young, off ass., Duncan, Featherstone-buildings, Unwin, Sheffield and Blackburn, Leeds, sols. Date of fiat, Sept. 3. E. Bingham, wholesale grocer, Sheffield, pet. cr.

WARRILLOW, ALFRED JOHN, fancy stationer, 2, Seckforde-st. Clerkenwell, Sept. 16, at two, Oct. 22, at twelve, Basinghall-st. Com. Fane; Whitmore, off. ass.; Scott, Southampton-buildings, sol. Date of fiat, Sept. 2. On his own petition.

PARTNERSHIPS DISSOLVED.

Gazette, Sept. 3.

Benjamin, E. and I. outfitters, High-st. Shadwell, Aug 28.—*Bowman*, R. and *Newton*, W. tailors, Northallerton, Aug. 5.—*Carr*, R. *Nettleton*, J. and *Terry*, B. attorneys, Wakefield, so far as regards Terry, June 20.—*Cassera*, G and *Rava*, P. jewellers and furniture dealers, Kingswinford, Aug. 31.—*Cook*, T. E and E. ironmongers and braziers, Leighton Buzzard, Aug. 25, 1843.—*Cockshott*, W. *Dewhurst*, T. *Whalley*, H. *Dewhurst*, W. B. jun. *Hartley*, J. and *Veevers*, J. lime burners, Clitheroe, so far as regards W. Cockshott, T. Dewhurst, and J. Hartley, Aug 24.—*Farnell*, J. K. and *Mason*, T. linen drapers, Finsbury pavement, Aug. 31. Debts paid by Farnell.—*Fisher*, T. S. and *Smith*, R. drapers, Cambridge, Aug. 30.—*Gray*, F. C. and *Brendon*, P. surgeons, Highgate, May 20. Debts paid by Brendon.—*Hadfield*, G. and *Bewley*, J. jun. varnish manufacturers, Seacombe, Cheshire, Aug. 22.—*Hall*, J. and *Haywood*, W. coal proprietors, Leeds, Aug. 27. Debts paid by Hall.—*Jackson*, J. *Armstrong*, T. and *Woffindin*, H. corn factors, Leeds, Aug. 31.—*Jenkins*, H. T. and *Hart*, W. watch fusee chain manufacturers, Christchurch, Hants, Aug. 15.—*Jones*, H. and *King*, J. gas meter manufacturers, West-st. Smithfield, Aug. 30.—*Kidner*, S. and *Stokes*, J. dyers, Hammersmith, Aug. 31. Debts paid by Kidner.—*Laybourn*, T. *Topham*, M. and *Smith*, W. T. silk mercers, Wigmore-st. so far as regards Smith, Aug. 31.—*Lewis*, H. and *Grand*, J. accountants, Coleman-st. Aug. 26.—*Morrison*, M. and *Evans*, W. coal merchants, Newport, Aug. 31.—*Parker*, R. A. and *Field*, F. E., and A. merchants, Birmingham and New York, so far as regards Parker, Aug. 1. Debts paid by the remaining partners.—*Pearson*, R. and *Jennings*, J. grocers, Liverpool, Aug. 12. Debts paid by Jennings.—*Riddle*, T. H., and H., and *Young*, J. W. (deceased), and W. W. fire brick manufacturers, Neath, March 3.—*Salmon*, J. and *Crocford*, H. quarrymen, Cardiganshire, Jan. 1.—*Slcer*, W. F. and *Walker*, A. British wine merchants, Commercial-place, City-road, June 24, 1842. Debts paid by Walker.—*Walford*, A. and *Robertson*, M. drysalters, Manchester, Aug. 31. Debts paid by Robertson.—*Walker*, J. and *Finnis*, S. contractors in public works, Dover, Aug. 2. Debts paid by Walker.—*Waters*, W. and *Jewsburry*, A. soda water and ginger beer manufacturers, Manchester, Aug. 29. Debts paid by Jewsburry.

Gazette, Sept. 6.

Bennett, J. and *Lawton*, E. ironfounders, Rochdale, Sept. 2. Debts paid by Lawton.—*Cheshire*, J. *Waterton*, H. and *Cross*, W. salt manufacturers, Wharton, Cheshire, so far as regards Waterton, Aug. 31.—*Clarke*, R. and *Holcombe*, C. A. surgeons, Farnham, Sept. 1.—*Downes*, T. and *Adams*, J. bedstead makers, Flower and Dean-st. and Keate-st. Spitalfields, Sept. 2.—*Hall*, T. and *Durrant*, T. timber-merchants, Dartford, Aug. 6.—*Hunter*, R. and *Holt*, S. upholsterers, Tottenham-court-road, Sept. 5.—*Kemsley*, J. S., *Hodgskin*, G. and *Barker*, G. deceased commission merchts. Liverpool and Montevideo, Aug. 8.—*MacGregor*, J. A. J. and *Gabriel*, W. W. attorneys, Lincoln's-inn-fields, Aug. 17.—*M'Minnies*, J. G. and *Pattinson*, W. size flour manufacturers, Cuddington, Cheshire, Aug. 28.—*Mills*, J. and *Rodway*, O. linen drapers, Stroud, Nov. 17.—*Puleston*, W. and *Jones*, J. drapers and grocers, Wrexham, Ellesmere, Mold, and Gwersylt, Sept. 2. Debts paid by Puleston, Wrexham and Ellesmere, and Jones, Mold and Gwersylt.—*Scott*, A. and *Gilbert*, G. R. surgeons, Sydenham, July 26. Debts paid by Gilbert.—*Surtees*, T. and *Steel*, T. quarrymen, Newcastle-upon-Tyne and Gateshead, Aug. 19. Debts paid by Surtees.—*Thompson*, J. and *De Witte*, J. C. merchants, Abchurch-lane, Sept. 5. Debts paid by Thompson.—*Walker*, C. and *Broadbent*, J. jun. brewers, Chester, Aug. 21. Debts paid by Broadbent.—*Wilson*, R. and *Sutcliffe*, J. grocers, Burnley, Sept. 4. Debts paid by Wilson.

From the Gazette of Friday, September 13.

Bankrupts.

Daniel, D. and H. road contractors, Asylum-road, Old Kent-road.—*Holmes*, J. S. shipbroker, Liverpool.—*Jones*, T. and J. soap boilers, Liverpool.—*Sugden*, J. and D. fancy cloth manufacturers, Springfield, Yorkshire.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTH.

RENSHAW.—On the 8th inst. the lady of Thomas C. Renshaw, esq. of Lincoln's-Inn, of a son.

MARRIAGE.

MILLS, *Henry*, esq. of the Inner Temple, barrister-at-law, to Harriet, eldest daughter of John Blanshard, esq. deceased, formerly of the Hon. East India Company's service, on Thursday, the 12th inst. at St. Pancras Church.

DEATHS.

EYRE, Emily, eldest daughter of the late Rev. William Eyre, vicar of Padbury and Hillesden, Bucks.

SUGDEN, Frederick, at Boyle-farm, Thames Ditton, eldest surviving son of the Right Hon. Sir Edward Sugden, on the 12th inst. aged 34.

For Sale.

SOMERSET.

VALUABLE FREEHOLD, TITHES, DONATIVE ADVOWSON, FARMS, AND LANDS.

PAWLETT and PURISON, SOMERSET. Rich and valuable Freehold Estates in the celebrated Vale of Pawlett, near Bridgwater, for sale. To be SOLD by AUCTION, by Mr. PERCY, at the Clarence Hotel, Bridgwater, Somerset, on Thursday, the 10th of October, 1844, precisely at Four o'clock in the afternoon (by the direction of the Trustee of the late Wyndham Goodden, esq. deceased), the following very desirable compact and valuable Freehold Farms and Lands, called the WALPOLE ESTATE, situated in the parishes of Pawlett and Purison, near the important town and port of Bridgwater, Somerset, comprising the Western Farm of the Walpole Estate; consisting of a comfortable and convenient farm house, and all needful farm buildings, pleasure and kitchen gardens, delightfully situated near the turnpike-road leading from Bristol to Bridgwater, in the occupation of Messrs. Marshall, together with 21 Closes of rich and productive meadow, orchard, and arable lands, containing 145 acres, 18 perches, more or less. And also, the Eastern Farm of the Walpole Estate, consisting of a comfortable new-built farm-house, erected at considerable expense, replete with every convenience, and all requisite farm buildings, yards, gardens, and premises, also situated near the turnpike-road leading from Bristol to Bridgwater, in the occupation of Mr. Isaac Parsons, together with a cottage and garden, and 18 closes of rich and excellent meadow, orchard, and arable lands, containing one hundred acres, two roods, and eighteen perches, more or less.

These valuable freehold farms, containing together two hundred and forty-five acres, two roods, and twenty-six perches, are bounded by lands of the representatives of Lady De Manley, B. C. Greenhill, esq. H. Small, esq. and other proprietors, and possess many advantages. They lie in the far-famed vale of Pawlett, near Bridgwater; the soil is extremely rich and productive, and the Bristol and Bridgwater turnpike-road passes through them. At the western side of these estates is the navigable river Parret, presenting objects ever varying, and, to a proprietor fond of marine excursions, opportunities for an indulgence in that amusement. On the eastern side of the estate is the Bristol and Exeter railway, affording the occupiers a rapid transit for the productions of these valuable estates to the best markets, either of the metropolis or other parts of the country.

₊ If this property be not sold in one lot, as above described, it will immediately be divided into, and be offered in, two lots, as they will be set forth in the particulars of sale.

And also, a Cottage and Garden, and various detached pieces of meadow, pasture, arable, and orchard land, containing altogether by admeasurement twenty-five acres, one rood, and five perches (more or less), bounded by lands of Sir T. B. Lethbridge, bart. Sir P. Acland, bart. Lady De Manley, — Bouverie, esq. H. Seymour, esq. B. C. Greenhill, esq. and others, which will be offered in ten lots, to be described in the particulars of sale.

Printed particulars, with lithographic maps, will be ready for delivery after the 25th instant, and may be obtained at the place of sale, of Mr. Parsons, and Messrs. Marshall, the tenants, who will appoint persons to show the estates; of Mr. Easton Pawlett, Mr. Warry, Solicitors, 7, New-inn, London; Mr. Percy, Land Surveyor, or of Messrs. FOOKS, GOODDEN, and FOOKS, Solicitors, Sherborne.

Dated, 3rd Sept. 1844.

SUTTON MONTIS and CORTON DENHAM, SOMERSET.—A valuable Freehold Estate for Sale.—To be SOLD by AUCTION, by Mr. PERCY, at the Angel Inn, Sherborne, Dorset, on Thursday, the 17th of October, 1844, at Four o'clock in the afternoon precisely (by the direction of the trustee of the late Wyndham Goodden, esq. deceased), in one lot, or if not so sold, then in the three lots aftermentioned, a very desirable, rich, and productive Freehold Estate, known as SUTTON FARM, in the parishes of Sutton Montis and Corton Denham, Somerset, comprising two farm houses and all needful farm buildings, pleasure and kitchen gardens, together with twenty-one closes of very rich meadow, productive orchard, and fertile arable lands, containing one hundred and forty-four acres and twenty-six perches (more or less), in the occupation of Messrs. Laver.

If the farm be not sold as above described it will be immediately offered in the three following lots:—

Lot 1. All that comfortable and convenient Farm House, with all requisite Farm Buildings, Pleasure and Kitchen Gardens, in Sutton Montis; together with fourteen Closes of very valuable Meadow, Orchard, and Arable Land, containing one hundred and seven acres, three roods, and thirty-five perches (more or less), in Sutton and Corton, in the occupation of Messrs. Laver, bounded by lands of the Right Honourable Lord Portman, John Newman, esq. John Leach, esq. P. St. J. Mildmay, esq. the Right Honourable Lord Poltimore, John Blandford, esq. and other proprietors.

Lot 2. All that convenient Farm House, together with double Cottage, Gardens, and Premises, in Sutton Montis, and six Closes of Rich Meadow and productive Orchard Land, containing fifteen acres three roods and thirty-eight perches (more or less), also in the occupation of Messrs. Laver, bounded by lands of James Bennett, Esq. J. Blandford, Esq, the Rev. John Goldsbrough, Rev. W. B. Leach, and other proprietors.

Lot 3. A Piece of excellent Pasture Land, called New Lease, containing twenty acres and thirty-three perches (more or less), also in the occupation of Messrs. Laver, bounded by lands of Henry Blandford, Esq. Rev. W. B. Leach, John Blandford, Esq. and other proprietors.

This estate is delightfully situated; the soil is rich, productive, well watered and timbered; the roads are [illegible] and distant only four miles from Sherborne, five [illegible] Cary and Wincanton, six from Yeovil, and [illegible] Shepton Mallet, at each of which towns are [illegible] kets, thereby affording the occupier every facility [illegible] ing of the produce of the farm to the best advantage.

Printed particulars, with lithographic maps, will [illegible] for delivery after the 25th instant, and may be obt[illegible] the place of sale; of Messrs. Laver, the tenants, [illegible] appoint a person to shew the estate, of Mr. Warry, Solicitor, 7, New Inn, London, and Mr. Percy, Land Surveyor, or of Messrs. FOOKS, GOODDEN, and FOOKS, Solicitors, Sherborne.

Dated Sept. 3, 1844.

DURLEIGH, SOMERSET.—Tithes, Glebe Land, and Donative Advowson, near Bridgwater, for Sale.—To be SOLD by AUCTION, by Mr. PERCY, at the Clarence Hotel, in Bridgwater, Somerset, on Thursday, the 10th of October, 1844, at six o'clock in the evening (by direction of the trustee of the late Wyndham Goodden, esq. deceased), the following very desirable property, in lots, as follows:—

Lot 1. The Tithes of the parish of Durleigh, in the county of Somerset, which contains upwards of 886 acres of land, which have been commuted for a rent-charge of 230*l.* per annum. This lot will be sold subject to the purchaser paying annually to the curate or minister of Durleigh church or chapel the sum of 20*l.* as a stipend for performing the duties of the said church or chapel, and also subject to the purchaser keeping in repair the chancel of the said church or chapel, which was substantially repaired a short time since by the late owner.

Lot 2. The Donative or Patronage and Right of Presentation in perpetuity to the Church or Chapel of Durleigh, in the county of Somerset, with the church-yard belonging thereto, containing 2r. 33p. (more or less), with the yearly sum of 20*l.* charged on Lot 1, for ever, by way of stipend to the curate or minister for performing the duties of the said church or chapel.

Lot. 3. A Piece of Glebe Land belonging to the said Rectory of Durleigh, planted to an orchard, containing 3r. 15p. (more or less), in the occupation of Mr. Thomas Culverwell.

The land-tax has been redeemed.

For further particulars, apply to Mr. PERCY, Land Surveyor; or Messrs. FOOKS, GOODDEN, and FOOKS, Solicitors, Sherborne, Dorset.

Dated 3rd Sept. 1844.

Maidstone, in Kent.—Valuable Freehold Property.—By Mr. TOOTELL, by the order and direction of the Trustees under the Will of Thomas Kingsley, esq. deceased, at the Mitre Tavern, Maidstone, on Wednesday, September 18, at 2 in the afternoon.

THE following valuable FREEHOLD PROPERTY:—Lot 1. All that one undivided moiety or half-part of all that Messuage or Mansion house called KINGSLEY HOUSE, with the stables, coach-house, yards, gardens, out-buildings, and 11a. 2r. 3p. of meadow land thereunto belonging, with the appurtenances, situate in Upper Stone street, in Maidstone aforesaid, and now in the occupation of the Rev. William Vallance; and also of a barn and stowage or storehouse, and the yard thereunto belonging, situate near the said mansion, the barn and yard in the occupation of Mr William Weekes, and the stowage in the occupation of Mr. William Bunyar. The mansion-house is a substantial brick-built house, with good gardens, double coach-house, and three-stall stable and loft. The house contains the following rooms:—entrance hall and staircase, dining-room 24 feet by 17, drawing-room 24 feet by 18, library 16 feet by 18, and small gentleman's room, with good kitchen, dairy, and other domestic offices, five best bedrooms, and two dressing-rooms, with six attics; a good walled garden and pleasure-ground, with a cow-shed and yard. Lot 2. All that one undivided moiety or half-part of all those three Messuages or Tenements under one roof, with the gardens and appurtenances thereto belonging, situate in Upper Stone-street, in Maidstone aforesaid, in the occupation of Messrs. William Weekes, William Pettitt, and George Terry. The entirety of these premises is let to Mrs. Ann Munn, under a lease which will expire at Michaelmas 1847, at the yearly rent of 30*l.* and by her underlet to the said William Weekes, William Pettitt, and George Terry, at rents producing upwards of 70*l.* per annum. Lot 3. All that one undivided moiety or half-part of all that cottage or tenement, workshop, and yard, situate in Upper Stone-street, in Maidstone aforesaid, in the occupation of Mr. Samuel Morris. Lot 4. All that one undivided moiety or half-part of all that piece or parcel of garden ground, with the appurtenances, situate in Upper Stone-street aforesaid, opposite the said mansion-house comprised in lot 1, and very desirable for building purposes, and now in the occupation of Messrs. Samuel Morris and John Wilson. Lot 5. All that cottage or tenement, with the yard and out-buildings thereto belonging, situate in Upper Stone-street, in Maidstone aforesaid, in the occupation of Mr. William Pettitt. The Rev. William Vallance holds a lease of all the premises comprised in lots 1 and 4, which will expire on the 5th of July, 1846, at the yearly rent of 200*l.* A portion of the premises comprised in lot 1 are subject to a rent-charge of 2*l.* per annum payable to the Corporation of Maidstone. The land-tax on all the above premises is redeemed. The land is most conveniently situate either for letting or selling in small parcels for the accommodation of the town of Maidstone, or for building purposes. It adjoins to the property of the Earl of Romney on the east and south sides, and to the Mote-road on the north side. The purchasers will be let into the receipt of the rents on 18th day of November next.

For further particulars and the conditions of sale apply to the Auctioneer, Stone-street, Maidstone; to Messrs. Charles and Frederick Scudamore, Solicitors, Maidstone; Messrs. Richardson and Talbot, Solicitors, 47, Bedford-row, London; or to Messrs. Brockman and Watts, Solicitors to the vendors, Hythe, Kent.

Absolute Reversionary Interests, in Freehold and Leasehold Property, at Islington, Mile End, and Limehouse, producing 480*l.* per annum, in Four Lots.

MR. MOORE will SELL by AUCTION, at the Mart, on Thursday, Sept. 19, at Twelve, the ABSOLUTE REVERSION of a sixth-part of the proceeds of the sale of a valuable ESTATE of eleven good Dwelling Houses, situated in Barnsbury-row, Islington, City and New [illegible]th Roads, let (part on lease at ground-rents), at 162*l.* per annum, on the death of a widow lady aged seventy years. [illegible] of one-fourth share of Four [illegible] [illegible]ehouse, opposite the church, let on [illegible] annum, on the death of a married lady, aged [illegible] six years, and, in two lots, the Absolute Reversion of two-thirds of twelve Leasehold Houses, Shops, and Cow-barns, let (part on lease) at 250*l.* per annum, all near the George Inn, Commercial-road East, held for long terms at low ground and peppercorn rents, on the death of a married lady, aged sixty-two years.

Particulars of W. J. Boulton, esq. Upper Charlotte-street, Northampton-square; A. Wolston, esq. 8, Furnival's Inn; J. Ellerthorp, esq. Colet-place, Commercial-road, and at the Auctioneer's offices, Mile End-road.

Clarence Lodge, near Herne-hill, Surrey.—Genteel Furniture, large Glasses, Marble Tables, eight-light Lustre, superior Grand Pianoforte by Broadwood, Or-moulu Bracket-Clock, Out-door Items, Iron Hurdles, Garden Tools, and Effects.

MR. HERRING will SELL by AUCTION, on the Premises, Clarence Lodge, on Thursday, Sept. 19, at Twelve, by direction of the Proprietor, removed to Hertfordshire, the remaining FURNITURE, of superior manufacture, part by Messrs. Seddon, comprising a drawing-room suite of chairs, couches, marble tables on gilt frames, large chimney-glasses, elegant cut-glass lustre, Brussels carpets, curtains, dining-room chairs, set of dining-tables, Turkey carpets, reclining chairs, &c.; handsome library bookcase, writing-table, capital lofty French bedsteads and chintz hangings, a lady's wardrobe, chest of drawers, washing and dressing stands, pedestal commode, cheval and other dressing glasses, several iron bedsteads, hall table, floorcloth, barometer, stair carpeting and rods, hat and umbrella stands, large painted presses, kitchen and dairy utensils, out-door items, including a large quantity of iron hurdles, garden roller, tools, harness, and various other effects.

To be viewed on Wednesday, the 18th instant. Catalogues then had on the premises; at the Prince of Wales, Brixton; Golden Lion, Camberwell; and of Mr. HERRING, 109, Fleet-street.

Valuable modern Furniture and Farming Stock.—Chelsham Lodge, near Croydon.

MESSRS. DAVIS and VIGERS are directed by the Proprietor, who is leaving England, to SELL by AUCTION, on the Premises, on Tuesday, Sept. 24th, and following day, at eleven o'clock each day, the superior Furniture, China, Glass, Books, articles of taste, and all household requisites of a good family establishment, cases of rare Foreign Birds, Flutes, by Monzain and Saust, double Guns, town-built open Carriage, double and single Harness, sadlery, garden and farming utensils, carts, &c.; a superior hackney, two young Horses, Cart, Mare and Foal, three Cows, twenty Sheep, two stacks of meadow Hay, and other stock.

Catalogues may be had at the principal inns at Croydon, B[illegible]ey, and Farnborough; and at the Auctioneer's offices, 8, Frederick's-place, Old Jewry, London. The property will be open for public view the day previous to the sale.

Insurance Companies.

UNITED KINGDOM LIFE ASSURANCE COMPANY, 8, WATERLOO-PLACE, PALL-MALL, LONDON.

Established by Act of Parliament in 1834.

DIVISION OF PROFITS AMONG THE ASSURED.

HONORARY PRESIDENTS.

Earl of Errol.	Earl Somers.
Earl of Courtown.	Lord Viscount Falkland.
Earl Leven and Melville.	Lord Elphinstone.
Earl of Norbury.	Lord Belhaven and Stenton.
Earl of Stair.	

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Edw. Boyd, Esq., Resident.	William Railton, Esq.
E. Lennox Boyd, Esq., Asst. Resident.	John Ritchie, Esq.
Charles Downes, Esq.	F. H. Thomson, Esq.

Surgeon—F. Hale Thomson, Esq., 48, Berners-street.

This Company, established by Act of Parliament, affords the most perfect security in a large paid-up Capital, and in the great success which has attended it since its commencement in 1834,

Its Annual Income being upwards of £72,000.

In 1841, the Company declared an addition to the Shareholders of one-half of their Stock, and also added a Bonus of 2*l.* per cent. per annum on the sum insured to all policies of the participating class from the time they were effected.

The Bonus added to policies from March, 1834, to the 31st Dec., 1840, is as follows:—

Sum Assured.	Time Assured.	Sum added to Policy.
£5,000	6 Yrs. 10 Months.	£683 6s. 8d.
5,000	6 Years	600 0 0
5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, **and only one-half need be paid for the first Five Years,** where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

LONDON, EDINBURGH, and DUBLIN LIFE ASSURANCE COMPANY, 8, Charlotte-row, Mansion-house, and 18, Chancery-lane, London.

The more than usual success which has attended this Company has arisen—

From the combination of advantages formerly obtainable partly from proprietary and partly from mutual societies; by which combination the assured may obtain the advantage of bonuses, reduction of future premiums, and complete freedom from responsibility.

From the indisputability of the policies, leave to travel beyond Europe, the option of payment of one-half the premiums for the first seven years, and immediate settlement of claims.

Prospectuses and rates forwarded by the agents and Manager.

Manager—ALEX. ROBERTSON.

Solicitors—PALMER, FRANCE, and PALMER.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 14th day of Sept. 1844.

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AND JOURNAL OF PROPERTY,
FOR
The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 77.] SATURDAY, SEPTEMBER 21, 1844.

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Members of the Profession may call as above, and have their names enrolled, between the hours of ten and five, upon payment of the first annual subscription of one guinea.
DAVID WILLIAMS WIRE,
Chairman of the Interim Committee.
E. CLARKE, Hon. Sec.

WEST RIDING of YORKSHIRE.—MICHAELMAS SESSIONS.—NOTICE IS HEREBY GIVEN, that the MICHAELMAS GENERAL QUARTER SESSIONS of the PEACE for the West Riding of the County of York will be opened at KNARESBOROUGH, on TUESDAY, the 15th day of October next, at Ten o'clock in the forenoon; and, by adjournment from thence, will be holden at LEEDS, on WEDNESDAY, the 16th day of the same month of October, at Ten of the clock in the forenoon; and also, by further adjournment from thence, will be holden at DONCASTER, on MONDAY, the 21st day of the same month of October, at eleven of the clock in the forenoon, when all Jurors, Suitors, Persons bound by Recognizance, and others having business at the said several Sessions, are required to attend the Court on the several days, and at the several hours above mentioned.
Solicitors are required to take notice, that the Order of Removal, copies of the Notice of Appeal, and Examination of the Pauper, are required to be filed with the Clerk of the Peace on the entry of the Appeal; and that no Appeals against Removal Orders can be heard unless the Chairman is also furnished by the Appellants with a copy of the Order of Removal, of the Notice of Chargeability, of the Examination of the Pauper, and of the Notice and Grounds of Appeal.
C. H. ELSLEY,
Clerk of the Peace.
Clerk of the Peace's Office, Wakefield,
20th Sept. 1844.

WARWICKSHIRE MICHAELMAS SESSIONS.—NOTICE is HEREBY GIVEN that the next GENERAL QUARTER SESSIONS of the PEACE for the WARWICK DIVISION of the county of WARWICK will be held at the County Hall in Warwick on Monday, the 14th day of October next, at eleven o'clock in the morning, and at twelve o'clock all business relating to the Assessment, Application, and Management of the County Stock and Rate will commence. At two o'clock the Trial of Prisoners will commence in the Second Court, and will be proceeded with in both courts as soon as the county business is disposed of.
On Tuesday, the 15th day of October, at ten o'clock in the morning, appeals will be heard, previo[illegible] hour all appeals and traverses must be entere[illegible] peace at Warwick.
And NOTICE is HEREBY [illegible] the said Quarter Sessions will b[illegible] COVENTRY DIVISION of [illegible] House in Coventry, on Wed[illegible] at twelve o'clock at noon. [illegible] proceeded with in both [illegible] Traverses will comme[illegible] October, at ten o'cloc[illegible] hour all appeals and [illegible] the clerk of the peace at [illegible] Peace.
Stratford-upon [illegible]

TO AGRICULTURAL MACHINE MAKERS and OTHERS.—The Advertiser having invented and nearly completed a machine for an agricultural purpose, wishes to meet with a person of capital who would go to the expense of trying experiments, and, in the event of their success, taking out a patent.

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EDWARD RYLEY, Secretary.

UNITED KINGDOM LIFE ASSURANCE COMPANY, 8, WATERLOO-PLACE, PALL-MALL, LONDON.

Established by Act of Parliament in 1834.

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Earl of Courtown.
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In 1841, the Company declared an addition to the Shareholders of one-half of their Stock, and also added a Bonus of 2*l.* per cent. per annum on the sum insured to all policies of the participating class from the time they were effected.

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5,000	4 Y[illegible]	400 0 0
[illegible]	2 Years	200 0 0

The Premiums nevertheless are on the most mod[illegible], **and only one-half need be paid for the first Five Years,** where the Insurance is for Life.

Every information will be afforded on application to the Resident Directors, EDWARD BOYD, Esq., and E. LENNOX BOYD, Esq., of No. 8, Waterloo-place, Pall-mall, London.

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John G. Shaw Lefevre, F.R.S.
Robert Palk, esq.
John Louis Prevost, esq.
Samuel Smith, esq.
Le Marchant Thomas, esq.

TRUSTEES.—John Deacon, esq., John G. Shaw Lefevre, esq. F.R.S., Charles Johnston, esq.

This Society is supported by an ample subscribed Capital, and by a considerable accumulated premium fund.

Assurances are effected at a low rate of premium, without profits, or at an increased premium, with participation in the profits of the office.

The following are the annual Premiums required for the assurance of 100*l.* on a healthy life in either case:—

WITHOUT PROFITS.

Age 20	£1 11s. 6d.	30	£2 2s. 2d.
40	£2 12s. 6d.	50	£4 0s. 8d.

WITH PROFITS.

Age 20	£1 16s. 11d.	30	£2 9s. 2d.
40	£3 6s. 6d.	50	£4 14s. 2d.

A Bonus in ready money, at the rate of 15 per cent. on the premiums received (equivalent to a reversionary bonus of about 30 per cent.) was declared in May, 1842, on all beneficial policies on which three annual premiums had been paid in the December previous.

A division of the profits takes place every five years, and the holders of beneficial policies can receive their bonuses in ready money, or have them applied in augmentation of their policies, or in reduction of their future premiums.

Assurers may contract to pay their Premiums either in one sum, in a given number of payments, in annual, half-yearly, or quarterly payments, or on the ascending or descending scale.

Officers in the Army and Navy on active service, Persons afflicted with chronic and other diseases, and such as are going beyond the limits of Europe, are also Assured at moderate Rates.

Prospectuses [illegible] information may be obtained at the Office.

MICHAEL SAWARD, Secretary.

Insurance Companies.

THE MARINERS' AND GENERAL LIFE ASSURANCE COMPANY, ESTABLISHED FOR INSURANCES ON THE LIVES OF MARINERS,

Whether of the Royal or Mercantile Navy.

MEMBERS OF THE COAST-GUARD, FISHERMEN OR BOATMEN, MILITARY MEN OR CIVILIANS, proceeding to any part of the Globe; as also INDIVIDUALS OF EVERY CLASS IN SOCIETY, resident on shore, are Insured.

Empowered by Act of Parliament.

TRUSTEES.

Admiral S[illegible]ip Henderson Durham, G.C.B.
Joseph Somes, Esq.
Vice-Admiral Sir William Hall Gage, G.C.H.

DIRECTORS.

The Right Hon. Capt. Lord Viscount Ingestre, R.N. C.B. M.P.

Capt. Thomas Dickinson, R.N.
Joseph Bishop, esq.
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George Mann, esq.
Sir George Rich.
John Warrick, esq.
Edmund Turner Watts, esq.
John Wills, esq.

AUDITORS.

Donald McRae, esq. | B. Fooks, esq.

BANKERS.

Bank of England.

PHYSICIAN.
Sir James Eglinton Anderson, M.D. M.R.I.A.
11, New Burlington-street.

SURGEON.
Charles Ilderton Croft, esq.
22, Laurence Pountney-lane.

SOLICITOR.

John Hayward, Esq. 2, Adelaide Place, London Bridge, and Dartford, Kent.

The Policies granted by this Company cover Voyages of every description and service in every part of the Globe. The Premiums for Life Policies, *with permission to go any and everywhere without forfeiture*, are lower than have ever hitherto been taken for such general risks.

Deferred Annuities to Mariners at very moderate premiums.

The Premiums for *all General Assurances* are based upon a new adjusted Table of Mortality.

Ten per Cent. of the Profits applied in making provision for Destitute and Disabled Mariners.

JOHN DAWSON, Resident Manager.

Arthur-street East, London Bridge.

The Company are ready to receive applications for Agencies from individuals of respectability, influence, and activity, resident in the principal Sea-ports and Market Towns of the United Kingdom.

FIFTY POUNDS REWARD.—The hard substance obtained by pressure from the crude Cocoa-Nut Oil is an essential ingredient in the PATENT COMPOSITE CANDLES; and, as EDWARD PRICE and CO. hold the Patents for this process, and grant no licenses under them, it follows, either that the imitation Composite Candles are entirely different from the patent ones, or, that the imitators are infringing the patents: the first is generally the case, but to protect themselves against the possibility of the other, EDWARD PRICE and CO. hereby engage to pay a reward of Fifty Pounds to any workman or other person who may give such information respecting parties pressing Cocoa-Nut Oil, as shall lead to their conviction. The name of the informant will be kept strictly secret, and he need not take a prominent part in the proceedings, as all that E. P. and Co. require, is the first clue to the discovery of the infringers, which they will then follow up for themselves. This advertisement is being published in every newspaper of any circulation in the United Kingdom.

The Candles are now so well known to the public, that it is hardly necessary to state here that they burn more brilliantly than the best wax, and give so large an amount of light, as to be cheaper, taking this into account, than the commonest tallow candles. They may be had of most of the respectable dealers throughout the kingdom; but purchasers must insist on being supplied with "PRICE'S PATENT CANDLES," otherwise they are liable to be deceived with some of the imitations, all called, like the real ones, "Composite." Those parties really in the trade, who do not yet keep them for sale, are informed that they can purchase of the Patentees, or of Palmer and Co. Sutton-street, Clerkenwell, any quantity, large or small, at the wholesale price; and that allowances are made in an increasing ratio to parties taking to the amount of 50*l.* 100*l.* 150*l.* or 200*l.* at a time; and a very large allowance indeed to parties taking so large a quantity as to enable them to become wholesale agents for an entire district.

Belmont, Vauxhall, July 24th, 1844.

MR. CLARKE'S ENAMELLED SUCCEDANEUM, for stopping decayed Teeth, is far superior to any thing ever before used, as it is placed in the tooth without any pressure or pain, and becomes as hard as the enamel, immediately after application, and remains firm in the tooth for life, rendering extraction unnecessary, and renders them again useful for mastication. Prepared only by Mr. Clarke, Surgeon Dentist.

LOSS OF TEETH.

Mr. CLARKE still continues to supply the loss of teeth, from one to a complete set, upon his beautiful system of self-adhesion, which has procured him such universal approbation in some thousands of cases, and recommended by numerous physicians and surgeons, as being the most ingenious system of supplying artificial teeth hitherto invented. They are so contrived as to adapt themselves over the most tender gums or remaining stumps, without causing the least pain, rendering the operation of extraction quite unnecessary. They are so fixed as to fasten any loose teeth, by forming a new gum, where the gums have shrunk, from the use of mercury or other causes, without the aid of any wire or springs, and above all, are firmer in the mouth, and fixed with that attention to nature as to defy detection by the closest observer. He also begs to invite those not liking to undergo any painful operation, as practised by most members of the profession, to inspect his painless, yet effective system, where numerous sets and partial sets, in all stages of progress, may be seen; and in order that his system may be within the reach of the most economical, he will continue the same moderate charges.

Mr. CLARKE, Surgeon Dentist, at home from Ten till Five, No. 6, Thayer-street, Manchester-square.

JOURNAL OF PROPERTY.

THE MONEY MARKET.

FRIDAY.—The English Securities opened firmly this morning, but the business doing is very small. Consols for immediate transfer have been $99\frac{5}{8}$ to $99\frac{3}{4}$, and for time $99\frac{3}{4}$ $\frac{7}{8}$; Exchequer Bills have been at the premium of 76s. to 74s.; the East India Bonds are 92s. premium; Bank Stock for Account is 207 to $207\frac{1}{2}$, and India Stock realizes $284\frac{1}{2}$. The Commissioners gave $99\frac{3}{4}$ for Consols.

The Spanish Bonds have been flat again, the Five per Cents. at $23\frac{5}{8}$, and the Three per Cents. at $34\frac{1}{4}$ to $\frac{1}{2}$, the Passive Stock has been $5\frac{7}{8}$, and the Deferred $13\frac{1}{8}$ to $\frac{1}{4}$. Mexican Bonds have rallied a little from yesterday's depression, and are $36\frac{1}{4}$ for the Actives.

The Share investments still present a dull appearance, relatively to the activity which prevailed a week or two back. Even the new lines have this morning been in less demand, though some of them continue at high rates. Trent Valley are 8 to $7\frac{1}{2}$; South Devon 4 to $4\frac{1}{4}$, and London and York $2\frac{1}{4}$ to $2\frac{1}{2}$ premium. Birmingham have been low at 13 premium, and Brighton 3 discount.

Public Sales.

By Messrs. MUSGROVE and GADSDEN.

The reversion to one-tenth part of the sums of 30,959*l.* 9d. Consols, and 11,706*l.* 10s. 4d. Three per Cents. Reduced, receivable on the death of a lady aged 73, provided a gentleman aged 28 survives her; also, a policy for 1,000*l.* effected upon the life of the same gentleman in the Australian, Colonial, and General Office; yearly premium, 18*l.* 10s.—2,320*l.*

A policy in the Sun for 3,000*l.* effected the 20th Nov. 1835, on the life of a gentleman now in his 55th year; annual premium, 124*l.* 17s. 6d.—435*l.*

A ditto, in the Yorkshire, for 5,000*l.* effected 11th Nov. 1840, on the life of a gentleman now in his 52nd year; annual premium, 190*l.*—280*l.*

A ditto, West of England, for 5,000*l.* effected the 18th Nov. 1840, on the life of a gentleman now in his 52nd year; annual premium, 194*l.* 7s. 6d.—240*l.*

A ditto, in the Pelican for 3,000*l.* effected 1st Dec. 1840, for the term of ten years on the life a gentleman now in his 52nd year; annual premium, 79*l.* 10s.—80*l.*

A ditto, in the Economic, for 2,000*l.* effected the 5th Dec. 1844, for the term of ten years, on the life of a gentleman now in his 52nd year; annual premium, 50*l.* 10s.—50*l.*

A ditto, in the Sun for 4,000*l.* effected 5th Dec. 1837, on a life aged 39; annual premium 10*l.* 13s. 4d.—40*l.*

A ditto for 4,000*l.* effected 1st Oct. 1839, for the term of 10 years, on the life of a gentleman now in his 39th year; annual premium, 75*l.* 0s. 6d.—15*l.*

A ditto in the Britannia for 2,000*l.* effected 21st Jan. 1840, on the life of a gentleman now in his 52nd year; annual premium 75*l.* 15s.—85*l.*

By Messrs. WINSTANLEY, at the Mart.

A copyhold estate, known as Nightingale Hall Farm, situated at Marsh Side, Lower Edmonton, Middlesex, comprising 153a. 1r. 31p. of arable, pasture, and marsh land, with a good residence, and all suitable agricultural buildings; on lease for a term whereof 12 years are unexpired, at a rent of 390*l.* per annum, subject to a fine certain of 28*l.* 11s. 6d. and an annual quit-rent of 5*l.* 8s. 9d.; the land tax is 17*l.* 8s. 4d. per annum—10,300*l.*

A freehold or customary estate at Romford, within the manor of Havering-atte-Bower, Essex, consisting of the premises known by the sign of the Coach and Bell, situate in the centre of the town of Romford; let for a term of which 21 years are unexpired, at 50*l.* per annum—1,210*l.*

A freehold house and shop adjoining the White Hart Inn, Romford; let on lease, whereof 62 years are unexpired, at 30*l.* per annum—640*l.*

A leasehold estate, consisting of five houses, Nos. 34 and 36, Marsham-street, and Nos. 1, 2, and 3, Cobourg-place, in the Horseferry-road, Westminster; let at 158*l.* per annum; the property consists of an original lease granted by the freeholder for 60 years from Christmas, 1843, at a reserved rent of 55*l.* per annum—1,150*l.*

By Messrs. SOUTHEY and SON.

Five houses, with gardens, Nos. 5 to 9, Neate-street, Old Kent-road; let at 78*l.* per annum; held for 60 years from Lady-day last, at a ground-rent of 10*l.* 8s. per annum—450*l.*

A house and shop, No. 53, Theobald's-road, Holborn, held for $19\frac{1}{2}$ years, at 35*l.* a year—150*l.*

Two freehold houses and shops, Nos. 16 and 17, George-row, Bermondsey—298*l.*

A freehold house and baker's shop, No. 18—225*l.*

A freehold house, No. 19—105*l.*

A freehold smith's shop, with yard in the rear, let for 21 years, at 21*l.* per annum, situated on the west side of Salisbury-lane—120*l.*

Three freehold houses, Nos. 43 to 45, Salisbury-lane, Bermondsey, let at 40*l.* 19s.—410*l.*

Two freehold houses, Nos. 41 and 42, Salisbury-lane—175*l.*

Three ditto, Nos. 38 to 40—278*l.*

Four ditto, Nos. 33 to 36—330*l.*

Two ditto, Nos. 31 and 32—290*l.*

Two freehold cottages, with a piece of ground and shed adjoining, with a frontage next Salisbury-lane, of fifty-five feet—160*l.*

A freehold house and shop, No. 369, Rotherhithe-street—238*l.*

Three freehold houses, Nos. 1, 2, and 3, Queen-street, Rotherhithe—395*l.*

Two freehold houses, Nos. 68 and 66, Freeschool-street, St. John's, Southwark—155*l.*

A freehold house and workshop, No. 15, Hosier-lane, West Smithfield—400*l.*

By Mr. MASON, at Garraway's.

Two freehold houses, in Prussian-place, Mitcham-green, Surrey—233*l.*

A freehold house, No. 3, Prussian-place—120*l.* 15s.

A house and garden, opposite Mitcham Church, Surrey. The property is freehold—204*l.* 15s.

Two houses adjoining—162*l.* 15s.

A plot of freehold ground in the rear—73*l.* 10s.

Two copyhold cottages, situated in front of the high road, Whetstone, near the anchor public-house—126*l.*

Two houses, situate near the Black Boy, West-green, Tottenham; held for 77 years, at 12*l.* per annum—388*l.* 10s

A residence, known as Brakley House, near Lewisham, Kent, with garden, stabling, and paddock; held for nine years, at 80*l.* per annum—152*l.* 5s.

THE GAZETTES.

DIVIDENDS.

Bankrupts' Estates.

Official Assignees are given, to whom apply for the Dividends.

Webster, J. printer, first and final, 1s. Young, Leeds.

Insolvents' Estates.

Bamford, J. farmer and shopkeeper, Brickbank, near Rochdale, 3s. (making 20s.)

ASSIGNMENTS

To Trustees for the benefit of Creditors.

Gazette, Sept. 13.

Mee, W. tailor, Stamford, July 30. Trusts. R. Knight, draper, Stamford, W. H. Davis, warehouseman, St. Paul's Church-yard, and S. Tanby, gent. Stamford. Sol. French, Stamford.—*Nicholls*, J. grocer, Worcester, Sept. 6. Trusts. W. J. Edgecombe, grocer, and M. Farmer, cheese factor, Worcester. Sols. Bedford and Pidcock, Worcester.

Gazette, Sept. 17.

Johnson, F. A. plumber and glazier, Great North-st. Lisson-grove, Sept. 16. Trusts. W Addis, ironmonger, Leicester-st. and G. Freeman, lead merchant, Blenheim-steps, Great Marlborough-st. Sols. Chamberlayne and Meaden, Great James-st. Bedford-row.

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES.

Gazette, Sept. 13.

DAVIES, DANIEL and HENRY, road contractors, Asylum-road, Old Kent-road, Sept. 21 and Oct. 25, at eleven, Basinghall-street, Com. Fane; Whitmore, off. ass.; Venning and Co. Tokenhouse yard, sols. Date of fiat, Sept 11. J. Edwards, wheelwright, Old Kent-road, pet cr.

SUGDEN, JOAH and DAVID, fancy cloth manufacturers, Springfield, in Kirkburton, and Huddersfield, Sept. 25 and Oct. 16, at eleven, Leeds, Com. West; Fearne, off. ass.; Cumming, King-st. Cheapside, Brook and Co. Huddersfield, and Sykes, Leeds; sols. Date of fiat, Sept. 11. C. Brook, senior, W. L. Brook, and C. Brook, junior, silk spinners, Almondbury, pet. crs.

Gazette, Sept. 17.

CRICH, JAMES, maltster, Sheffield, Oct. 2 and 18, at eleven, Leeds, Com. West; Freeman, off. ass.; Bigg, Southampton-buildings, and Haywood and Bramley, Sheffield, sols. Date of fiat, Sept. 1[illegible] H. Creswick, spinster, Sheffield, pet. cr.

DARKE, WILLIAM HYETT, chemist and manufacturer of potted herrings. 335, Coventry-rd. Aston juxta Birmingham, Oct. 1 and Nov. 1, at eleven, Birmingham, Com. Daniel; Whitmore, off. ass., Motteram and Geddy, Birmingham, sols. Date of fiat, Sept. 10. T. Penn, brassfounder and paper dealer, Grange, Green-lanes, Aston, Birmingham, pet. cr.

HADFIELD, SAMUEL, file manufacturer, Lever-st. Manchester, Sept. 28 and Oct. 21, at twelve, Manchester; Stanway, off. ass.; Atkinson and Saunders, Manchester, and Makinson and Sanders, Temple, sols. Date of fiat, Sept. 12. On his own petition.

HOLMES, JAMES SIMPSON, ship broker and merchant, Liverpool, Oct. 7 and Nov. 4, at twelve, Liverpool, Com. Ludlow; Bird, off. ass.; Vincent and Sherwood, Temple, and Littledale and Bardswell, Liverpool, sols. Date of fiat, Sept. 5. On his own pet.

HOPKINS, FRANCIS CHARLES, commission agent and retailer of beer, No 11 A, Tottenham-court-road, Sept. 25, at eleven, Oct. 25, at twelve, Basinghall-st. Com Fane; Whitmore, off. ass.; Whittington, Dean-street, Finsbury, sol. Date of fiat, Sept. 12. On his own pet.

JONES, THOMAS and JOHN, tallow chandlers and soap boilers, Oct. 8, and Nov. 4, at twelve, Liverpool, Com. Ludlow; Turner, off. ass.; Cotterill, Throgmorton-st. and Fletcher and Hull, Liverpool, sols. Date of fiat, Sept. 2. E. Heath, merchant, Liverpool, pet. cr.

ROSSITER, GEORGE, jeweller, Bridgewater, Somerset, Sept. 26, at half-past two, Nov. 7, at half-past one, Basinghall-st. Com. Fane; Alsager, off. ass.; Taylor and Collison, Great James-st. Bedford-row, sols. Date of fiat, Sept. 10. W. Wing, and A. Scott, watch manufacturers, 60, Red Lion-st. Holborn, pet. crs.

TRUMBLE, WILLIAM, licensed victualler, Liverpool, Oct. 9 and Nov. 9, at eleven, Liverpool, Com. Ludlow; Bird, off. ass. Vincent and Co. Temple, and Curry and Co. Liverpool, sols. Date of fiat, Sept. 12. On his own pet.

PARTNERSHIPS DISSOLVED.

Gazette, Sept. 10.

Bentall, W. and *Adams*, H. timber merchants, Totnes, Aug. 19. Debts paid by Bentall.—*Boughton*, M. and *Garraway*, W. potters, Fore-st. Lambeth, Sept. 2.—*Carter*, J. and A. booksellers, Halstead, Sept. 7. Debts paid by A. Carter.—*Clifton*, J. and *Arden*, W. wine and timber merchants, Bourn, Lincolnshire, July 16.—*Clulee*, H. and T. coopers, Birmingham, June 14. Debts paid by Clulee.—*Cockings*, S. *Whiteway*, W. and *Hill*, A. coal merchants, Torquay, Aug. 31.—*Croft*, H. and *Wooller*, J. S. dyers, Bradford, Sept. 5. Debts paid by Wooller.—*Dunkley*, F. and *Line*, J. shoe manufacturers, Earls Barton, Northamptonshire, Sept. 2.—*Griffiths*, R. and *Newbery*, J. drapers and grocers, Bishops Castle, March 20. Debts paid by Griffiths.—*Haley*, T. and *Newhill*, J. stuff manufacturers, Bradford, June 27.—*Lallemand*, F. F. and *Turner*, J. surgeons, Macclesfield, Sept. 6. Debts paid by Lallemand.—*Mable*, T. and W. vegetable and fruit salesmen, Borough-market, Sept. 5.—*M'Naught*, W. and J. wholesale grocers, Croydon, Sept. 7. Debts paid by W. M'Naught.—*Macauley*, H. and T. cabinet makers, Norfolk-place, Curtain-road, Sept. 5.—*Moon*, J., E., R., and W. and *Hein*, L. merchants, Maranham, April 30.—*Thorp*, H., W., and J. (deceased), wheelwrights and smiths, Manchester, Aug. 30. Debts paid by H. Thorp.—*Syer*, A. S. *Fenn*, R. and *Welham*, J. W. grocers, Sudbury, Sept. 10. Debts paid by Welham.—*Tee*, C. *Norris*, J. and *Brady*, F. linen manufacturers, Barnsley, Aug. 26. Debts paid by Tee.—*Vickerman*, E. and B. and *Beaumont*, J. woollen cloth manufacturers, Steps mills, near Huddersfield, so far as regards B. Vickerman, Aug. 10. Debts paid by the remaining partners.—*Nowell*, J. and *Mascot*, E. manufacturers of the solution of sulphur, Stockwell, Aug. 12.—*Waller*, T. sen., S., T. jun., W. G., and R. K. cotton spinners, Mellor and Manchester, Dec. 25, 1841.—*Wilding*, G. and *Potter*, T. farmers and millers, Bexley and Denton, Aug. 31.

Gazette, Sept. 13.

Beesley, B. and T. B. ironmongers, Birmingham, Sept. 7. Debts paid by Beesley.—*Carden*, J. and *Whittard*, J. A. linen drapers, Bristol, Sept. 10.—*Casson*, R. and *Bettison*, W. printers and publishers, Hull, Sept. 4. Debts paid by Bettison.—*Coxhead*, J. and *Richards*, P. Cheapside, Sept. 10.—*Croft*, H. and *Wooller*, J. S. dyers, Bradford, Sept. 7. Debts paid by Croft.—*Day*, H. and *Evans*, J. attorneys, Bristol, Sept. 6.—*Hall*, T. and *Ridsdale*, W. starch manufacturers, Lenton, Aug. 20.—*Hughes*, J. C. and *Palmer*, E. auctioneers, Conduit-st. Sept. 3.—*Jackson*, W. and *Mackay*, T. M. ship builders, Liverpool, July 16, 1842.—*Laffitte*, J. and *Louzot*, L. importers, Addle-st. Sept. 4. Debts paid by Laffitte.—*Lees*, W. and J. cotton manufacturers, Staleybridge and Manchester, April 1.—*Paget*, W. sen., T., and C., *Siddon*, S. and *Hollins*, W. cotton spinners, Pleasley, Derbyshire, so far as regards Paget, sen. May 15, 1843.—*Parkinson*, R. jun. and J. H. wool commission agents, Leeds, Sept. 2. Debts paid by J. H. Parkinson.—*Pinner*, J. and *Davis*, T. cabinet makers, Bridgnorth, Sept. 7.—*Oakes*, E. jun. and W. corn dealers, Kinswinford, Sept. 9. Debts paid by Oakes, jun.—*Revell*, E. and *Wood*, J. jun. fancy manufacturers, Denby-vale, Yorkshire, Sept. 10.—*Swift*, J. and *Brindley*, J. earthenware manufacturers, Stoke-upon-Trent, Sept. 9. Debts paid by Swift.—*Wallace*, H. and *Broughton*, E. D. attorneys, Nantwich and Knutsford, Sept. 10. Debts paid by Broughton, Nantwich.—*Waller*, J. and P. milliners, Congleton, Aug. 30. Debts paid by P. Waller.—*Webb*, W. and *Cadman*, J. brewers, Pontypool, Aug. 1.

BY AUTHORITY OF PARLIAMENT.

THE HEPTAPRÆMION FINE-ART LOTTERY.

THE SALE of TICKETS for MRS. PARKES'S GREAT DRAWING for WORKS of ART will close on the 28th inst. as the Drawing must take place on the 30th of SEPTEMBER, that being the latest day the Act allows.

Parliament and the Sovereign having given special permission for the Completion of this, the last Fine-Art Lottery, the Patrons of Art, and the Public who may wish to subscribe, are requested to apply immediately for Shares, as the number is limited to 14,000, and will not, under any circumstances, be enlarged.

ONLY A SMALL PORTION OF THE TICKETS REMAIN UNSOLD.

In order to accommodate her large number of Subscribers, Mrs. PARKES has engaged the THEATRE ROYAL, COVENT GARDEN, for the DRAWING on the 30th INSTANT.

VALUE OF THE PRIZES, 42,000l.

TICKETS, ONE GUINEA EACH, entitling the Subscriber to an Engraving of the value.

Apply for Tickets at the Bowyer Gallery, 22, Golden-square, where the Prizes are exhibited free; or at Mrs. Parkes's City Depôt, 104, Leadenhall-street.

To be Let.

SERJEANTS' INN, FLEET-STREET.—CAPITAL MANSION to be LET on LEASE.—The Amicable Life Assurance Society being about to remove into their new office in Fleet-street, the HOUSE hitherto occupied by the Society is to be LET on LEASE from Michaelmas. It is of the most substantial description, has a stone front of handsome elevation, is in complete repair, and well suited for a Public Office or the Chambers of a Solicitor of the first class.

Particulars and permission to view may be obtained upon application at the Society's Office.

BUCKINGHAM-STREET, ADELPHI.

TO be LET or SOLD, with Possession at Michaelmas next, an excellent SET of CHAMBERS, comprising two large sitting-rooms, three bed-chambers, kitchen, &c. spacious hall, entrance lobby, and water-closet, with cellaring on basement.

Apply to Mr. HERRING, 109, Fleet-street.

To be Sold.

ASHFORD, near STAINES.—Fifteen miles from Hyde-park. Superior Farm, Tithe-free, and Land-tax mostly redeemed.

MESSRS. ADAM MURRAY and SONS are directed to SELL by PRIVATE CONTRACT, a very eligible FREEHOLD ESTATE, situated at Ashford, about three miles from the market town of Staines, and within easy distances from Brentford, Uxbridge, and other market towns, comprising an excellent FARM containing 233 acres of productive arable, meadow, and pasture Land, a substantially built convenient Farm-house, barns, stables, and other suitable agricultural buildings, labourers' cottages, &c. let on lease, which expires at Lady-day next. Also several copyhold Tenements, forming altogether a most desirable investment.

For further particulars apply to Messrs. ADAM MURRAY and SONS, Surveyors and Land-agents, 47, Parliament-street.

LEASEHOLD HOUSE to be SOLD for remainder of a Term, of which 20½ years have yet run, producing a clear rental of 38l. at which the present tenant is willing to take a lease.

For further particulars apply to Mr. GEORGE WANSEY, Solicitor, 3, Lothbury, London.

TO be SOLD for 200l. under pressing circumstances, the money being wanted immediately for a special purpose, a well-secured improved RENTAL of nearly 38l. per annum, arising out of business premises, in an excellent situation, let to a respectable tenant, held on lease direct from the freeholder, at a ground-rent, for about seventeen years unexpired. Title unexceptionable.

Apply at 5, Gray's-inn-lane, Holborn. This property will produce to the purchaser three times the amount of the purchase-money within the term.

Sales by Auction.

HEREFORDSHIRE, on the borders of Worcestershire.—Important Estate, within twelve miles of Worcester, and ten of Stourport, upwards of 680 acres, in a ring fence, freehold, and land-tax redeemed.—To be SOLD by AUCTION, by Mr. DAVIES, at the Crown Hotel, Worcester, at Three o'clock in the afternoon, on Saturday, October 5 (unless an acceptable offer be previously made by private contract), that very compact and desirable FREEHOLD ESTATE, Tedstone-de-la-Mere, consisting of upwards 680 acres of superior meadow, pasture, and arable land, well planted with choice fruit trees, and well timbered, divided into convenient farms, with good farm-houses and buildings, respectably tenanted, and well cultivated. The above property is situate near to the turnpike road leading from Worcester through Clifton-upon-Teme to Tenbury, eleven miles from the former and nine from the latter place, about ten miles from Malvern-wells, and only six miles from Witley Court, the seat of the Queen Dowager. The estate is well stocked with game, and is bounded on three sides by excellent trout streams. The neighbourhood is highly [illegible] and the scenery diversified and most interesting. [illegible] with plans will be distributed, and may be had [illegible] inns in the neighbourhood; and for further [illegible] apply to Mr. JAMES MOORE, Solicitor, 6, [illegible] Gray's-inn, London; or to Mr. DAVIES, [illegible], from each of whom particulars [illegible] also be had.

Sales by Auction.

HEREFORDSHIRE.—SUPERIOR INVESTMENT.—To be SOLD by AUCTION, by Mr. J. T. CARPENTER, at the Royal Oak Hotel, Leominster, on Tuesday the 8th of October, 1844, at Five o'clock in the afternoon, subject to conditions of sale, an important FREEHOLD ESTATE, situate close to the market town of Leominster, in one or more Lots, to suit the convenience of purchasers, consisting of a comfortable Dwelling-house beautifully situate, with a southern aspect, in complete repair, and adapted for the residence of a genteel family, with offices, walled garden, and well-arranged farm buildings near adjoining, and 134a. 0r. 23p. of highly productive meadow, arable, orchard land, and hop ground.

Also, a newly erected and very convenient Dwelling-house, with all requisite offices, coach-house, stable, and walled garden, pleasantly situate at Broadward, in the parish of Leominster, occupied by the Rev. J. Bartlett, with farm buildings and 21a. 2r. 26p. of rich pasture, orchard, and arable land adjoining.

Particulars and plans (if required) may be had of Messrs. BELL, STEWARD, and LLOYD, 59, Lincoln's-Inn-fields; of Mr. E. Lloyd, and the Auctioneer, Leominster, and of Mr. Fosbrooke, Land Surveyor, Hereford.

In Staffordshire, on the borders of Derbyshire.—Valuable Freehold Estates, consisting of upwards of 835 acres, principally dairy land, with convenient Farm-houses and Agricultural Buildings, Quarry of excellent Limestone, Limekiln, &c.

MESSRS. WINSTANLEY have received directions from the surviving Trustee under the Will of Brian Hodgson, Esq. deceased, to SELL by AUCTION, at the Green Man, Ashbourn, in the county of Derby, on Thursday, Oct. 17, in lots, a valuable and most desirable FREEHOLD PROPERTY, intersected by the high road between Derby and Manchester, and divided into several compact farms, bounded by a stream of water, and skirted by fine thriving woods, with suitable farm-houses and agricultural buildings, situate in the township of Swinscoe and parishes of Blore and Mayfield, in the county of Stafford, about four miles from Ashbourn, 10 from Leek, 16 from Derby, and contiguous to the demesnes of the Earl of Shrewsbury and H. F. Okeover, Esq. and in a country abounding with game. It comprises about 804 acres of excellent old dairy, pasture, and arable land, let to respectable tenants at moderate rents, together with 31 acres of wood and plantation, a quarry of excellent limestone, limekiln, &c. in hand.

To be viewed by applying to Mr. Thomas Gallimore, at Ellis-hill Farm, Swinscoe. Printed particulars will be ready twenty-eight days before the sale, when they may be obtained at the Green Man, Ashbourn; the George, Leek; Red Lion, Calton-moor; Swan, Stafford; Angel, Macclesfield; the King's Head, and Midland Counties Hotel, at Derby; Lion, and Flying Horse, Nottingham; Bulkeley Arms, at Stockport; Hen and Chickens, Birmingham; King's Head, at Coventry; Three Crowns and Bell, Leicester; Bridgewater Arms, Manchester; Royal Hotel, Chester; of Thomas Fellowes, esq. Solicitor, Rickmansworth Herts; of Mr. Bardswell, Solicitor, and of Messrs. THOMAS WINSTANLEY and SONS, at Liverpool; and of Messrs. WINSTANLEY, Paternoster-row, London.

ISLE OF WIGHT.—Elegant Residence, with Stabling, Lodge, Garden, Pleasure Grounds, and Pasture Land, altogether Sixteen Acres.

MESSRS. WINSTANLEY are instructed to DISPOSE OF a commodious stone-built MARINE RESIDENCE, of elegant design, most delightfully situate in the picturesque village of Bonchurch. The house is calculated for a family of the first respectability, including in its arrangements, every necessary accommodation, with an excellent supply of water; there is likewise stabling, standing for two carriages, laundry, wash-house, and maids' rooms over. The whole comprises nearly sixteen acres.

May be viewed by applying to the person in care of the house. Particulars may be had of Mr. REYROUX, Solicitor, 36, Old Broad-street; and of Messrs. WINSTANLEY, Paternoster-row.

LOW HARROWGATE.—Crown Hotel and Montpelier Baths.

MESSRS. WINSTANLEY have received instructions to offer for SALE by AUCTION, in the month of October next, the valuable and highly important PROPERTY, consisting of the Crown Hotel, at Low Harrowgate, in the county of York, which is now in the occupation of Mr. Richard Stening, for a term of years, which will expire at Lady-day, 1848; also the Montpelier Baths, advantageously situate in richly ornamented pleasure-grounds. They are fitted in the most complete manner, and are abundantly supplied with sulphur water from springs in the pleasure-grounds, and are now in the occupation of Mr. James Dawson, for a term of six years from the 1st of January last. The property, which is copyhold of the Forest of Knaresborough (where the fine is certain and very small), produces an annual rental of 1,276l.

The day of sale and further particulars will be announced in a future advertisement.

In county of Chester, within a few miles of the city, and in the county of Denbigh.—Important Freehold Landed Estates.

MESSRS. WINSTANLEY are instructed to inform the public, that the Sale by Auction of the Freehold Estates in Cheshire and Denbighshire, advertised in November last, was withdrawn in order to effect a Sale by Private Contract, and that having sold the Thurstaston, Pensby, Thornton, Picton, Farndon, and Bradley Estates, the remaining portion, viz. the HAPSFORD and ELTON FARMS, and the CHIDLOW FARM, in the county of Chester, and the BURTON HALL FARMS, in the county of Denbigh, comprising together 1,340 acres, will be SOLD by AUCTION, by Messrs. WINSTANLEY, during the present year, unless shortly disposed of by Private Contract.

Applications for further particulars may be made to Messrs. ROBINSON and OUVRY, Solicitors, Tokenhouse-yard, London; or to Messrs. WINSTANLEY, Paternoster-row, London.

Sales by Auction.

NEWBURY, BERKS.—Valuable Freehold Arable and Meadow Lands, Genteel Residences, Excellent Business Premises and Dwelling-houses, situate in the parishes of Newbury and Greenham, and several detached Premises and Enclosures of Land in various parishes adjacent to Newbury and other property, by THOMAS WHEELER, at the Pelican Hotel, Speenhamland, on Tuesday, the 8th October, 1844, at Three o'clock in the afternoon (unless previously disposed of by private contract, of which due notice will be given).

Forty-three Acres (more or less) of good Land, 35 acres of which are arable and about 8 acres pasture (in the occupation of Mr. George Eyles, whose tenancy expires at Michaelmas next), lying compact and contiguous to the town of Newbury, and near the Winchester road, affording an excellent and delightful site for building, surrounded by good roads and boundaries.

Four Substantial and Genteel Residences, known as "Andover Terrace," with convenient offices (one having chaise-house and stable), with gardens attached, pleasantly situate on the Andover road, about a quarter of a mile from Newbury, all in good repair, and occupied by responsible yearly tenants.

Also Two excellent Meadows adjoining, containing about 15 acres, in the occupation of Mr. George Eyles, whose tenancy expires at Michaelmas. (The whole of the above lands and premises are free from land-tax.)

A good Dwelling-House and commodious Coal and Slate Yard or Wharf, with stable and buildings, and walled-in garden, at West Mills, Newbury, in the occupation of Mr. Adey, under a lease which expires Michalmas 1849. These premises are well situate for the above business, being close to the Kennet and Avon canal.

Enclosure of arable land, containing 1a. 2r. 0p. (more or less), situate at Snelsmore common; five acres (more or less) of excellent water meadow, lying close to Greenham Mills, occupied by Mr. Thomas Smith, as yearly tenant; a neat Cottage, and about half an acre of meadow, situate at Newtown, Hants, occupied by Mrs. Matthews, as yearly tenant.

A substantial Dwelling-House, situate in Church-lane, on the west side of the market-place, Newbury, now occupied by Mr. Lewis, as yearly tenant.

Four 25l. shares in the Newbury Gas and Coke Company, paying interest at 5l. per cent. per annum.

The property may be viewed on application to the respective tenants, and descriptive particulars may be had fourteen days previous to the sale, at the principal inns in the neighbourhood, at Reading and Winchester, of Messrs. BUNNY and SON, Solicitors, Newbury, and of the Auctioneer, Market-place, Newbury.

SUSSEX.—VALUABLE FREEHOLD ESTATES in Cowfold, Shermanbury, and Shipley.—For SALE by PUBLIC AUCTION, by PLUMER and SON, at the King's Head Hotel, Horsham, on Wednesday, the 9th October, 1844, at one o'clock.

Lot 1. The GRATWICK ESTATE, in Cowfold and Shermanbury, comprises a substantial house, contiguous to the road from Brighton through Horsham to London, and 286 acres of good arable, meadow, and wood land, and well-arranged agricultural buildings. The situation of the estate is most eligible, lying on an eminence, and commanding an extensive view, bounded by the chain of the Sussex Hills. The house is easily capable of considerable enlargement, and the site is well worthy of a more important residence. In the neighbourhood are several newly-erected gentlemen's seats.

The estate lies near the East and West Sussex Junction Road, thirteen miles from the coast, about eight from Hayward's-heath and Hassock's-gate stations on the London and Brighton Railway. It is famed for the production and rearing of game, and lies midway between the kennels of the celebrated Horsham, and Crawley and Findon fox-hounds.

A coach to London from Brighton passes the estate.

Lot 2. PONDTAIL FARM, in Shipley, consists of about 160 acres of excellent freehold arable and meadow land, well stocked with thriving young oak trees, for the growth of which the soil is particularly congenial. Also a farm-house, with barns, stabling, and other buildings.

Printed particulars, with a map of Gratwick, may be had ten days before the sale, on the premises, at the principal inns in the neighbouring towns, of Mr. Hide, Auctioneer, Worthing; Messrs. Palmer, France, and Palmer, Solicitors, 24, Bedford-row, London; Messrs. Coppard and Rawlinson, Solicitors, and of the Auctioneers, Horsham.

LONDON:—Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St. Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St. Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 21st day of Sept. 1844.

THE LAW TIMES,

AND JOURNAL OF PROPERTY,

FOR

The Legislator, the Magistrate, and the Lawyer.

VOL. III. No. 78.] SATURDAY, SEPTEMBER 28, 1844.

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Money Wanted.

TO CAPITALISTS and OTHERS.—WANTED, immediately, the SUM of 600*l.* amply secured by a Government annuity of 100*l.* received quarterly by the lender under a power, added to which is an assurance already effected on the life of the borrower. No money lender need apply.

Address, prepaid, to X. Y. 32, Newington-crescent, Surrey.

Situations Wanted.

LAW.—A Gentleman of suitable Qualifications, is desirous of an Engagement in a Solicitor's Office in or near Town; has been about twenty years in the Profession, and accustomed to Conveyancing and the general routine of an office of mixed business. Satisfactory reference will be given.

Address N. R. LAW TIMES Office, 29, Essex-street.

TO SOLICITORS and AUDITORS of ESTATES.—WANTED by a respectable young man, aged 25, a SITUATION to Collect and Manage a Town Estate. Nine years' experience under a Professional Gentleman. Is of good address, a good penman and plain copyist, with some knowledge of repairs and Conveyancing. First-rate references.

Direct to W. M., 10, Manchester-street, Gray's-inn-road.

Situations Vacant.

LAW.—WANTED in the Office of a Country Solicitor, a Gentleman qualified to take the entire Management of the general business of the Office, the Principal being engaged entirely with one matter. Salary liberal. Address X. Y. Z. care of the Publisher of the LAW TIMES, with full particulars, and stating amount of salary required.

WANTED by a SOLICITOR in the Country, an ARTICLED CLERK. He may reside with the Principal if required. A moderate premium will be expected.

For particulars, apply, by letter, to Messrs. AMORY, SEWELL, and MOORES, 25, Throgmorton-street, London.

LAW.—WANTED, an active and energetic CLERK, possessing an excellent memory, conversant with the theory and practice of Conveyancing, and the general business of a country office, capable of acting in the absence of the Principal, and willing to make himself generally useful. A gentleman recently out of his articles, and having a little independence, and willing, for the present, to accept a salary of 50*l.* would not be objected to. Each applicant must state his age, qualifications, the salary required, the length of his professional experience, the offices he has served in, and the names of his referees.

N.B. No one need apply who cannot give unexceptionable references, both as to his moral and religious conduct and principles, and who does not enjoy good health.

Address W. X., Library, Sandgate, Kent.

Partnerships Wanted.

LAW PARTNERSHIP.—A Solicitor, who has been many years engaged in Conveyancing and the general management of a country office, is desirous of becoming a Junior Partner in an established office, where the principal business is Conveyancing. The advertiser considers that his experience and attention should suffice without capital, as he would undertake, if required, the entire management of the office. Satisfactory references will be given.

Address (pre-paid) to H. B., LAW TIMES Office, 29, Essex-street, Strand, London.

LAW.—A Gentleman of highly respectable connections, and well acquainted with both Town and Country Practice, is desirous of a PARTNERSHIP with a gentleman of adequate established Practice, either in Town or Country, or of PURCHASING an entire BUSINESS.

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GUARDIANS in search of a comfortable and respectable HOME for a Genteel Family of young ORPHAN CHILDREN, to whom a good Education in the ornamental as well as useful branches is essential, may hear of such under a Clergyman's roof, in a healthy and pleasant part of Yorkshire, where, in addition to the great advantage of a Clergyman's superintendence of their religious instruction, the inclinations or dispositions as well as qualifications of both his wife and daughters, will be found, on inquiry, such as to insure to children intrusted to them their being both very kindly treated and well educated.

Apply to Mr. Theakston, [illegible], Scarborough.

Legal Notices.

LEGAL PROTECTIVE ASSOCIATION, 5, Bedford-row.—A Meeting of the Interim Committee will shortly be convened, and a Permanent Committee appointed; therefore those Members of the Profession who feel desirous of enrolling themselves should do so without delay, as they will thereby be enabled to vote for or against the rules, plans, and objects to be submitted for adoption for the future working of the Association.

Hours from Ten till Five for information and enrolment, at 5, Bedford-row.

DAVID WILLIAMS WIRE,
Chairman of the Interim Committee.
EDWARD CLARKE, Hon. Sec.

UNION of PROVINCIAL LAW SOCIETIES.—The MEETING of the DEPUTATIONS from the various Law Societies joining the Union will be held at the Rooms of the Manchester Law Association, No. 4, Norfolk-street, Manchester, on Friday, the 10th of January, 1845, at eleven a.m.

The several Societies already forming the Union, and the Names of their respective Hon. Secretaries, appear below; and it requested that any other Society intending to join will immediately communicate with Mr. Thomas Taylor, Solicitor, 28, Princess-street, Manchester, Hon. Sec. *pro tem.*

Name of Society.	Name of Secretary.	Residence of Secretary.
Birmingham	T. James, Esq.	Birmingham.
Cumberland	T. S. Railton	Carlisle.
Gloucestershire ..	John Burrup..........	Gloucester.
Hull	Edward Sidebottom ..	Hull.
Lancaster	John Sharp	Lancaster.
Leeds	J. H. Shaw	Leeds.
Liverpool	J. Oliver Jones	Liverpool.
Manchester	T. Taylor, 28, Princess-street	Manchester.
Plymouth	J. Pridham	Plymouth
Somersetshire	J. Ruddock	Bridgewater, of the Junior Club.
West Riding......	— Pitt	Huddersfield.
Yorkshire	T. Hodgson	York.

BOROUGH of KINGSTON-UPON-HULL.—NOTICE IS HEREBY GIVEN, that the GENERAL QUARTER SESSIONS of the PEACE for the Borough of KINGSTON-UPON-HULL, for the trial of Prisoners committed and held to bail on charges of felony and misdemeanor, will be holden at the Town Hall, in the said borough, before MATTHEW TALBOT BAINES, Esquire, Recorder of the said borough, on SATURDAY, the 19th day of October, at Ten o'clock in the forenoon, when and where all persons bound by recognizances, and others having business at the said Sessions (except as hereinafter mentioned), are requested to attend; and in all cases where the parties accused are OUT ON BAIL, the Prosecutors and Witnesses must be in readiness to attend the Grand Jury at Ten o'clock on MONDAY morning, the second day of the Sessions.

AND NOTICE IS HEREBY ALSO GIVEN, that all Appeals must be entered with the Clerk of the Peace before the sitting of the Court on the 19th day of October next; and the hearing of Appeals and Motions will be taken at Nine o'clock in the morning on the Tuesday following (if the criminal business should then have terminated; if not, immediately after the termination thereof); and Solicitors are requested to take notice that in Appeals against Removal Orders, Copies of the Notice and Grounds of Appeal, and Examination of the Pauper, must be filed along with the Removal Order.

J. H. GALLOWAY,
Clerk of the Peace.

Office of Clerk of the Peace, Kingston-upon-Hull,
25th Sept. 1844.

IMPORTANT NOTICE.—GIFT to the SUBSCRIBERS to BOYS' FINE-ART DISTRIBUTION.—All persons who have subscribed will have presented to them a Ticket and Engraving GRATIS, on making up their Subscription, including what they have already taken, to the number of Six Tickets. And any person now subscribing for Six Tickets, One Guinea each, for himself or friends, will have a Seventh Ticket and Engraving presented to him GRATIS.

Apply immediately at 221, Regent-street; 76, Cornhill; and XI. Golden-square.—All persons in the country, subscribing through any of Mr. Boys' Agents, may have the same privilege.

THE DRAWING WILL BE ON MONDAY NEXT, THE 30TH INSTANT.

THE LONDON IMPROVED MANIFOLD LETTER WRITER, for producing a Letter and several copies at one time, complete for 7s. 6d. Travelling Cases, 7s. 6d. each. Superfine Draft Paper, 8s. 6d. per Ream. Lithography executed at moderate charges. Gentlemen visiting London will find great advantage by purchasing at the London Paper and Parchment Warehouse, GLOSSON and CO. 17, Holborn (opposite Furnival's Inn). Country orders executed.

TO be SOLD for 220*l.* under pressing circumstances, the money being wanted immediately for a special purpose, a well-secured improved RENTAL of nearly 33*l.* per annum, arising out of business premises, in an excellent situation, let to a respectable tenant, held on lease direct from the freeholder, at a ground-rent, for about seventeen years unexpired. Title unexceptionable.

Apply at 5, Gray's-inn-lane, Holborn. This property will produce to the purchaser three times the amount of the purchase-money within the term.

TO TIMBER MERCHANTS, CAPITALISTS, and OTHERS.—To be DISPOSED of by PRIVATE CONTRACT, an extensive and valuable old-established Concern in the Foreign and Home TIMBER TRADE, now carrying on in the city of Chichester. The premises consist of an extensive timber-yard, surrounded by a brick wall, and containing stables, cart-houses, several workshops and sheds, with a new-erected and convenient dwelling-house, counting-house, and domestic offices adjoining.

The Purchaser will be expected to take also the stock in trade, horses, waggons, timber carriages, carts, and all the implements of trade belonging to the concern at a valuation.

The occasion of this valuable concern being now offered to the public is, by the death of partners lately engaged therein.

Apply to Mr. SHERWOOD, Solicitor, Chichester.

ESSEX.—VALUABLE ESTATES in the parishes of MOUNTNESSING and GREAT BURSTEAD. For SALE by PRIVATE CONTRACT, in ONE or TWO LOTS, to pay at least 4*l.* per cent.

The estate in Mountnessing consists of five inclosures of very rich meadow and pasture land, containing fifteen acres in the occupation of Mr. Hill, is contiguous to the market town of Billericay, and adjoins the high road to Brentwood.

This estate is copyhold of the manor of Cowbridge, and subject to the customs thereof, and to a quit-rent of 6s. per annum.

The estate in Great Burstead is a small compact farm, consisting of a farm-house, garden, barns, and requisite outbuildings, hoppel, and several inclosures of very productive land, partly meadow and partly arable, in a high state of cultivation, in the occupation of Mr. Philip Tylor, containing twenty-five acres (little more or less).

This estate is copyhold of inheritance of the manor of Great Burstead, Whites, Gunnards, and Chalvedon, and subject to the customs thereof, a small quit-rent, and land-tax 10s.

Both estates are let at low rents to respectable tenants, who are desirous to take leases.

For leave to view the estates apply to the tenants, and for price and further particulars apply to Mr. HENRY HATTEN, Solicitor, Aylesbury.

Sales by Auction.

TAUNTON DEAN.—The Elms, half a mile from Taunton, Somerset.

MR. MAYNARD begs respectfully to announce to the Public that he has been favoured with instructions from the proprietor, R. Ball, esq. to SELL by AUCTION, at Pattison's, Castle Hotel, Taunton, on Saturday, the 5th day of October next, at Twelve o'clock precisely, all that handsome and very desirable

FAMILY RESIDENCE,

most substantially built, in the simple Tudor style, by the present owner. It will be found replete with every convenience, containing an enclosed vestibule, with an Arnott's stove; a drawing-room, 18ft. by 15ft.; dining-room, 22ft. by 17ft. exclusive of a deep and wide bay window; breakfast-parlour, 17ft. by 13ft.—all of lofty height; ten excellent bed-rooms, dressing-room, water and other closets; two kitchens, with complete cooking apparatus in each; housekeeper's room, butler's pantry, larder, dairy, and all suitable offices; spacious underground vaulted wine, beer, and potato cellars, and a salting-room.

The Stable-yard is of good size, and contains a coach-house, harness-room, and three-stalled stable, with two bed-rooms and hay-lofts over; brewhouse, with copper, furnaces, &c. &c. which, together with the house, has an abundant supply of excellent water; also a rain-water reservoir, holding sixty hogsheads.

The House stands in about FIVE ACRES OF LAND, partially surrounded by a

SHRUBBERY WALK

of nearly 200 yards in length. The grounds include Lawns ornamented with flower beds, summer-house, and most

LUXURIANT EVERGREENS;

a capital walled garden, well stocked with fruit trees, and having an excellent forcing pit for melons, cucumbers, &c. The field is planted with clumps and belts of trees and shrubs.

THE VIEWS

comprise the exquisitely beautiful Tower of the Church of St. Mary Magdalene, the

RICHLY-WOODED VALE OF TAUNTON DEAN,

with the noble ranges of the Blagdon and Quantock Hills, &c.

The above may be viewed on Tuesdays and Fridays, from Eleven o'Clock till Three in the afternoon.

A part of the purchase-money may remain on the property, if desired.

For further particulars apply to Mr. MAYNARD, Auctioneer, House, Estate, and General Agent, Laburnum Cottage, Taunton, or to

Mr. HENRY JAMES LEIGH, Solicitor, Taunton.

Taunton, Sept. 12, 1844.

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From the indisputability of the policies leave to travel beyond Europe the option of payment of one half the premiums for the first seven years and immediate settlement of claims
Prospectuses and rates forwarded by the agents and Manager
Manager—ALEX ROBERTSON
Solicitors—PALMER, FRANCE, and PALMER

UNITED KINGDOM LIFE ASSURANCE COMPANY, 8, WATERLOO PLACE PALL-MALL LONDON
Established by Act of Parliament in 1834
DIVISION OF PROFITS AMONG THE ASSURED
HONORARY PRESIDENTS

Earl of Errol	Earl Somers
Earl of Courtown	Lord Viscount Falkland
Earl Leven and Melville	Lord Elphinstone
Earl of Norbury	Lord Belhaven and Stenton
Earl of Stair	

DIRECTORS
James Stuart, Esq Chairman
Hananel De Castro Esq, Deputy Chairman

Samuel Anderson Esq	Charles Graham Esq
Hamilton Blair Avarne Esq	F Charles Maitland Esq
Edw Boyd, Esq., Resident	William Railton Esq
E Lennox Boyd Esq, Asst Resident	John Ritchie Esq
Charles Downes, Esq	F H Thomson, Esq

Surgeon—F Hale Thomson, Esq, 48, Berners street
This Company, established by Act of Parliament, affords the most perfect security in a large paid-up Capital, and in the great success which has attended it since its commencement in 1834.

Its Annual Income being upwards of £72,000.

In 1841 the Company declared an addition to the Shareholders of one half of their Stock and also added a Bonus of 2l per cent per annum on the sum insured to all policies of the participating class from the time they were effected
The Bonus added to policies from March, 1834, to the 31st Dec, 1840, is as follows —

Sum Assured	Time Assured	Sum added to Policy.
£5,000	6 Yrs 10 Months.	£683 6s 8d
5,000	6 Years	600 0 0
5,000	4 Years	400 0 0
5,000	2 Years	200 0 0

The Premiums nevertheless are on the most moderate scale, and only one-half need be paid for the first Five Years, where the Insurance is for Life
Every information will be afforded on application to the Resident Directors, EDWARD BOYD Esq and E LENNOX BOYD, Esq, of No 8, Waterloo-place, Pall-mall, London.

PROMOTER LIFE ASSURANCE and ANNUITY COMPANY, 9, Chatham place, Blackfriars, London, Established in 1826
DIRECTORS.
Wm. Goodenough Hayter, esq M.P
Charles Johnston, esq
John Towgood Kemble, esq
John G Shaw Lefevre, F R S
Robert Palk, esq.
John Louis Prevost, esq.
Samuel Smith, esq.
Le Marchant Thomas, esq.
TRUSTEES —John Deacon, esq, John G Shaw Lefevre, esq, F.R.S., Charles Johnston, esq.
This Society is supported by an ample subscribed Capital, and by a considerable accumulated premium fund
Assurances are effected at a low rate of premium, without profits, or at an increased premium, with participation in the profits of the office
The following are the annual Premiums required for the Assurance of 100l on a healthy life in either case —

WITHOUT PROFITS.

Age	Premium	Age	Premium
20	£1 11s 8d.	30	£2 8s 2d
40	£2 17s 8d.	50	£4 0s 8d.

WITH PROFITS.

Age	Premium	Age	Premium
20	£1 16s. 11d.	30	£2 9s 2d
40	£3 6s. 6d.	50	£4 14s. 2d.

A Bonus in ready money, at the rate of 15 per cent on the premiums received (equivalent to a reversionary bonus of about 30 per cent.) was declared in May, 1842, on all beneficial policies on which three annual premiums had been paid in the December previous.
A division of the profits takes place every five years, and the holders of beneficial policies can receive their bonuses in ready money, or have them applied in augmentation of their policies, or in reduction of their future premiums
Assurers may contract to pay their Premiums either in one sum, in a given number of payments, in annual, half-yearly, or quarterly payments, or on the ascending or descending scale.
Officers in the Army and Navy on active service, Persons afflicted with chronic and other diseases, and such as are going beyond the limits of Europe, are also Assured at moderate Rates.
Prospectuses and all necessary information may be obtained at the Office.
MICHAEL SAWARD, Secretary.

CROWN LIFE ASSURANCE COMPANY, 33, BRIDGE STREET, BLACKFRIARS, LONDON
DIRECTORS
George H Hooper Esq Chairman
Sir John Kirkland Deputy Chairman

John Chapman Esq	Lieut Colonel Moody R.E.
Charles Chippendale Esq	John Nelson Esq
J mes Colquhoun Esq	Richard Norman Esq
B D Colvin Esq	Alexander Stewart Esq
Rear Adm Dundas C B M P	William Whitmore Esq
Thomas Harrison Esq	William Wilson Esq
Jameson Hunter Esq	

AUDITORS
F H Forbes, Esq Geo Hankey, Esq Thos Lawrence, Esq
PHYSICIANS
Dr James Johnson 8 Suffolk place Pall mall East
Sir C F Forbes M D K C H 23 Argyll st
SURGEON
Samuel Solly Esq F R S 1 St Helen s place
STANDING COUNSEL—Charles Ellis Esq
SOLICITORS—Messrs Hale Boys, and Austen
BANKERS—Bank of England
ACTUARY J M Rainbow Esq

THE ADVANTAGES OF THIS OFFICE, among others are
1 A participation septennially in two thirds of the Profits, which may be applied either in reduction of the Premium, or to augment the sum assured
The following Bonuses have been assigned to all Policies, of at least three years standing effected for the whole duration of life —
FIRST DIVISION, in 1832
From 18s to 2l 12s per cent per annum on the sums assured varying with the age being equivalent on the average to 26½ per cent on the premiums paid
SECOND DIVISION in 1839
From upwards of 1l to upwards of 3l per cent per annum on the sums assured or on the average 31 per cent on the premiums paid for the preceding seven years
2 Premiums may be paid in a limited number of annual sums instead of by annual payments for the whole of life, the Policy continuing to participate in profits after the payment of such premiums has ceased
3 The Assurance or Premium Fund is not subject to any charge for Interest to Proprietors
4 Permission to pass to Continental Ports between Brest and the Elbe inclusive
5, Parties (including Officers of the Army, Navy East India Company and Merchant Service) may be assured to reside in or proceed to all parts of the World at Premiums calculated on real data
6 Claims to be paid within three months
7 The Assured may dispose of their Policies to the Company
8 No charge but for Policy Stamps
The Prospectus Tables of Rates &c to be had at the Office in London or of the Company s Agents
I G CONYERS Secretary

MR CLARKE'S ENAMELLED SUCCEDANEUM, for stopping decayed Teeth, is far superior to any thing ever before used as it is placed in the tooth without any pressure or pain and becomes as hard as the enamel, immediately after application and remains firm in the tooth for life, rendering extraction unnecessary and renders them again useful for mastication Prepared only by Mr Clarke, Surgeon Dentist
LOSS OF TEETH
Mr CLARKE still continues to supply the loss of teeth, from one to a complete set, upon his beautiful system of self adhesion, which has procured him such universal approbation in some thousands of cases, and recommended by numerous physicians and surgeons, as being the most ingenious system of supplying artificial teeth hitherto invented. They are so contrived as to adapt themselves over the most tender gums or remaining stumps, without causing the least pain, rendering the operation of extraction quite unnecessary They are so fixed as to fasten any loose teeth, by forming a new gum, where the gums have shrunk, from the use of mercury or other causes, without the aid of any wire or springs, and above all, are firmer in the mouth, and fixed with that attention to nature as to defy detection by the closest observer He also begs to invite those not liking to undergo any painful operation, as practised by most members of the profession, to inspect his painless, yet effective, system, where numerous sets and partial sets, in all stages of progress, may be seen, and in order that his system may be within the reach of the most economical, he will continue the same moderate charges
Mr CLARKE, Surgeon-Dentist, at home from Ten till Five No 6, Thayer-street, Manchester-square

TO CALICO PRINTERS and OTHERS. —TO BE SOLD by PRIVATE CONTRACT, the leasehold interest for an unexpired term of sixty-three years, commencing from the 1st May, 1834, of and in all those compact and desirable Print Works known by the name of the Spring Water Print Works, situate at Whitefield, in the Township of Pilkington, in the county of Lancaster, now in the occupation of Messrs Alfred Thomas and Co, with the dwelling-house, cottages, outhouses, erections and buildings, and the several fields or closes of land occupied therewith, containing altogether 38a. 3r. 8p. statute measure, or thereabouts The purchaser will have the option of taking at a valuation the valuable steam-engine, machinery, utensils, copper rollers, drugs, and drysalteries now on the premises.
The present opportunity is such as rarely occurs, for any one intending to embark in the printing trade, the works in question being well known in the trade as possessing every advantage; they are capable of turning off 2,000 pieces per week, there is a never-failing supply of good spring and soft water in the dryest seasons, and the works are within six miles of Manchester.
For further particulars apply to Messrs. Alfred Thomas and Co. at the Works, and at No. 35, Mosley-street, Manchester; Thomas [illegible], esq. 65, Mosley-street, Manchester; Mr. Ash, at Messrs. Jones, Loyds, and Co. Manchester; to Mr. William Broome, Accountant, St. James's-square, Manchester; or Messrs. Barlow and Aston, Solicitors, 1, Townhall-buildings, Manchester.

THE GAZETTES.

DIVIDENDS

Bankrupts' Estates

Official Assignees are given to whom apply for the Dividends

Brown and *Co* cloth dressers joint 1s 7¼d on new proofs further joint 1¼d on old proofs and sep of each bankrupt 20s Young, Leeds —*Johnson* and Co manufacturing chemists, 1s 0d Pott, Manchester

Insolvents Estates

Chettle, J butcher Edgware road 1s 3d —*Tomlinson*, H mercer Nantwich 2s 2½

ASSIGNMENTS

To Trustees for the benefit of Creditors

Gazette Sept 20

Bearman H dealer in straw plait Union st Whitechapel August 8 Trusts J P Makeham Tuscan plait manufacturer Queen-square, Worship st and J and J R Field straw plait manufacturers Tore st Sol Taylor, North-buildings Finsbury circus *Lessmonds* J grocer and tea dealer, Newcastle upon Tyne Aug 28 Trusts A Peck, agent Newcastle-upon Tyne and W Donkin agent Newcastle upon Tyne Sol Hewison Newcastle

Gazette Sept 24

Arkell J farmer Whittington court Gloucestershire, Aug 10 Trusts T Wells farmer Hampnett R Minchin farmer Hazleton and W Walker farmer Compton Abdale all in Gloucestershire Sol Stiles, Cheltenham

Bankrupts.

DATE OF FIAT AND PETITIONING CREDITORS' NAMES

Gazette, Sept 20

ALDERSON, ISAAC worsted spinner Warley Halifax Yorkshire Oct 9 and 23, at eleven Leeds Com West, Hope off ass Jaques and Edward Ely place Edwards Halifax, and Cronhelm, Leeds sols Date of fiat, Sept 4 I, S, and J Firth worsted spinners, Halifax, pet crs

BALL JOHN and WILLIAM, silk manufacturers, Langley, Sutton Cheshire, Oct 8 and 23, at twelve, Manchester, Fraser off ass; Meredith and Reeve, New-square Lincoln's inn and Parrott Macclesfield, sols Date of fiat, Sept 10 J Warren, silk man, Macclesfield, pet cr

BATES, FRANCIS, linen draper, Shoreditch, Oct 11, at eleven, Nov 8, at one, Basinghall street, Com Fane; Alsager off ass, Moger, Paternoster row sol Date of fiat Sept 9 J Boyd, wholesale draper, Skinner-street, pet cr

BURNETT EDWARD, merchant, Riches-court, Lime street, City Sept 28 at one Nov 6 at half past twelve Basinghall street Com Holroyd, Groom, off ass, Reed and Shaw Friday street sols Date of fiat Sept 18 J F Pawson and J Stone, warehousemen, St Paul's Churchyard pet crs

COLLIER, WILLIAM grocer and general dealer, Cambridge, Oct 10 at eleven Nov 8 at half past twelve, Basinghall street, Com Fane Alsager, off ass, Ashurst Cheapside, and Hunt Cambridge sols. Date of fiat, Sept 12 J Hunt, gent Cambridge pet cr

GRUNDY, JOHN, woollen manufacturer, Tottington, Lower end Lancaster, Oct 4 at twelve, Nov 5, at eleven Manchester Com Jemmett, Stanway, off ass, Clarke and Co Lincoln's-inn Fields and Messrs Grundy Bury, sols Date of fiat, Sept 9 R Walker, esq Woodhill pet cr

HIGHAM JOHN, provision dealer Liverpool, Sept 30 and Oct 31 at eleven, Liverpool Com Ludlow, Turner, off ass Cornthwaite and Adams, Doctors'-commons, and Fisher and Stone, Liverpool, sols Date of fiat Sept 9 J and J Bodel, provision merchants, Liverpool, pet crs

MARSH, THOMAS, miller, St Martin's hill, Canterbury, Oct 5, at eleven Nov 7, at half past two, Basinghall-st. Com Fane, Whitmore, off ass, Smith, Southampton-buildings, and Walker, Canterbury, sols Date of fiat, Sept 12 On his own pet.

NICOLL, BENJAMIN, tailor, No 7, Rufford's-row, Islington, Oct 11, at half-past two, Nov 8, at twelve, Basinghall-st. Com Fane, Alsager, off ass, Fisher, Bucklersbury, sol Date of fiat, Sept 18. W E Robson, and T. M'Gregor, warehousemen, Cheapside, pet. crs.

PATTERSON, ADAM, livery stable keeper, horse dealer, and commission agent, Oct 4 and 31, at twelve, Liverpool, Com. Phillips; Casenove, off. ass., Moss, Liverpool, and Sharpe and Co. Bedford-row, sols. Date of fiat, Sept 14. J Henderson, livery stable-keeper, Liverpool, pet cr.

SCOVELL, WILLIAM, jun. brick maker and builder, Chilworth, Southampton, Sept. 30 and Nov 6, at twelve, Basinghall-st. Com. Holroyd, Edwards, off ass, Paterson, Bouverie-st. sol. Date of fiat, Sept 9. S. Rugg, builder, Southampton, pet. cr.

SHOTTER, FRANCIS, grocer and tea dealer, Portsea, Hampshire, Oct. 10 and Nov 7, at two, Basinghall-st. Com Fane; Whitmore, off. ass., Taylor, Devonshire-square, sol. Date of fiat, Sept. 9. T. Rawlins, J. Steains, T. Davis, and J. P. Steains, tea dealers, 75, Cannon-street, pet. crs.

Gazette, Sept 24.

BOWEN, WILLIAM, grocer and tallow chandler, Methyr Tydvil, Glamorganshire, Oct 11 and Nov. 5, at eleven, Bristol. Com. Stephen; Kynaston, off. ass; Jarman, Bristol, sol. Date of fiat, Sept. 13. S., W. and A. Tanner, wholesale stationers, Bristol, pet. crs.

GIBBONS, HENRY, chemist, druggist, and varnish maker, Wolverhampton, Oct 3 and Nov. 11, at eleven, Birmingham, Com Daniell; Bittleston, off ass; Phillips and Bolton, Wolverhampton, sols. Date of fiat, Sept. 18. T. and C. Clark, ironfounders, Wolverhampton, pet. crs.

MACKENZIE, DUNCAN JOHN, provision merchant, 32, Chamber-st Minories, Oct. 8 and Nov. 6, at half-past one, Basinghall-st. Com. Holroyd; Groom, off. ass.; Lawrence and Plews, Bucklersbury, sols. Date of fiat, Sept. 18. On his own petition.

MEARNS, WILLIAM ARCHIBALD, ale and porter brewer, Acre-lane, Clapham, Oct. 8 and Nov. 6, at one, Basinghall-st. Com. Holroyd; Groom, off. ass.; Nyson and Curling, Frederick's place, Old Jewry sols Date of fiat Sept 20 E Chuck, maltster, Ware, Hertfordshire, pet cr

MONCKMAN, THOMAS MOSIER, tobacconist Bradford, Yorkshire, Oct 4 and 28, at eleven, Leeds, Com West, Young, off ass, Wigglesworth and Co Gray's inn, and Barwick Leeds sols Date of fiat, Sept 13 W T Chaplin tea dealer Leeds, pet cr

ROBINSON, PETER bottle manufacturer, Warrington Lancashire Oct 14 and Nov 8, at twelve Manchester Com Jemmett Stanway, off ass, Oliver Old Jewry and Evans Liverpool sols Date of fiat Sept 19 Bankrupt's own petition

SNELL JOSEPH WILLIAM boot and shoe maker Mount place Mile end road Middlesex and lodging house keeper Ramsgate Oct 8 and Nov 6 at two Basinghall-st Com Holroyd Groom off ass Stephen Skinner place Size lane Bucklersbury sols Date of fiat Sept 80 Bankrupt's own petition

WITTERT CONRAD ROSENSTERN, merchant, Church court, Clement's lane City Oct 8 and Nov 6, at half past two Basinghall st Com Holroyd, Edwards, off ass, Jones, Size lane Bucklersbury, sols Date of fiat, Sept 20 C C Checsman, warehouseman, Aldermanbury, pet cr

PARTNERSHIPS DISSOLVED

Gazette, Sept 17

Beaumont, F *Reed* T and *Whitaker*, J cloth dressers Leeds Sept 12 Debts paid by Beaumont —*Calvert* T *Clapham* S B *Calvert* B and F worsted spinners and manufacturers Bradford and Keighley Aug 31 Debts paid by Messrs Calvert —*Hughes* T and *Husband*, G H hatters, Sheffield Sept 12 Debts paid by Husband —*Marsden* J and *Forrest* A manufacturers of cabinet cases Sheffield Sept 6 Debts paid by Marsden —*Munay* S and *Wells* W B ironmongers Trowbridge, Sept 9 —*Rawson* S and *Jameson* R farmers and graziers, Port Philip, South Australia July 29 —*Sealey* T and *Applegate*, S tailors Streatham place Brixton hill Sept 10 —*Senior*, J and *Hattersley* J manufacturers of files Sheffield, Sept 7 —*Tickle* T and *Cooper* R tobacco manufacturers Bolton le Moors Sept 14 Debts paid by Tickle —*Valle* T *Hornby* H and T *Roughsedge*, H and *Hornby* T D as impressers of a gold substance on manufactured articles, London, Sept 16

Gazette, Sept 20.

Armitage, Joseph, G, J T, John and F woollen cloth merchants, Huddersfield and Sydney so far as regards Joseph, Dec 24, 1842 Debts paid by the remaining partners —*Bill*, A and *Briant*, N papier mache manufacturers Bridgewater sq Sept 13 —*Bradshaw*, T and *Kirkham* W tallow chandlers, Lancaster, Sept 17 Debts paid by Bradshaw —*Bushell*, L B and *Blumer*, R ship builders South Shields, Sept 11 Debts paid by Bushell —*Capel*, I S and *Slaughter* M coal merchants Bridewell wharf Sept 18.—*Cheshire* T and *Waterton* H salt dealers, Liverpool and Northwich July 1 —*Hollis*, J and *Simmons* W wood and coal dealers Portsea Sept 16 —*Hunt*, W and *Stott* G engine makers, Manchester, Sept 7 —*Johnson*, I D and *Cashmore* J as chronometer makers Church st Minories, July 29 —*Robinson*, F and S and *Tunsley* F lace makers, New Radford, Sept 17 —*Royston* I *Onions* F and *Wheelhouse*, W millwrights Bradford Sept 12 Debts paid by Heacher, Cross st Bradford —*Skeate*, W and H T linen drapers Chippenham Sept 17 Debts paid by H T Skeate.

Sugden I and *Fearnley* I wire drawers, Birstal, Sept 16 —*Tassell*, R and *Smith* H paper manufacturers, East Malling Sept 16 —*Williams*, W and *Hood* R K dry salters Manchester, Sept 19 —*Withers* E R and G and *Woollatt*, R and F wholesale tea dealers, Crown-court, Philpot lane, so far as regards G Withers, Sept 16 Debts paid by the remaining partners —*Wright*, James and Joseph, and *Dearden*, J machine makers, Birstal, Sept 14 Debts paid by Messrs. J and J Wright.

BIRTHS, MARRIAGES, AND DEATHS.

[The charge for the insertion of the above is 5s.]

BIRTHS.

ATHERTON —On Saturday, the 21st instant, in Woburn-place, the lady of William Atherton, esq. barrister-at-law, of a daughter.

WARE.—On the 25th instant, at Upper Thurlow-place, Hackney-road, the lady of Thomas Ware, esq solicitor, of a daughter

MARRIAGES.

CHAPMAN, Mr Frederic, of Newport, Monmouthshire, to Louisa Charlotte, eldest daughter of Samuel Reynolds, esq solicitor, of Haverstock-hill, Hampstead, and Howland street Fitzroy-square, on the 21st instant, at New St Pancras church.

DAWSON, Roger, esq of Qyddgpree, near St. Asaph, to Barbara Walverton, eldest daughter of the Hon. and Rev. Frederic Powys, and cousin of the Lord Lilford, at Edge-hill church, Liverpool.

LUCAS, Francis, barrister, of the Middle Temple, to Priscilla, eldest daughter of William Tindall, esq. of East Dulwich, Surrey, on the 26th instant, at the Friends' meeting-house, Peckham.

TOMLIN, Ottiwell, esq. solicitor, Richmond, Yorkshire, to Mary Lapage, eldest daughter of the late James Edward Norris, esq Savile-hall, Halifax, on the 19th instant, at the parish church, Halifax.

DEATHS.

BARTRUM, Thos. Comerford, esq. of Lincoln's-inn, younger son of Thomas Bartrum, esq. of Bolton-street, Piccadilly, on the 22nd instant, at St. Leonard's-on-Sea.

BULKLEY, George Wilford, esq. solicitor, many years an inhabitant of Chelsea, on the 24th instant, aged 75.

SMALLPEICE, George Shurlock, esq. solicitor, on the 19th instant, at Guildford, Surrey, aged 42.

THOMAS, Mr. Moy, solicitor, for more than 35 years vestry clerk of the parishes of St. Mary Woolnoth and St. Mary Woolchurch Haw, London, on the 15th inst. aged 56.

For Sale

SOMERSET.

VALUABLE FREEHOLD, TITHES, DONATIVE ADVOWSON, FARMS AND LANDS

PAWLETT and PURISON, SOMERSET

Rich and valuable Freehold Estates in the celebrated Vale of Pawlett near Bridgwater for sale — To be SOLD by AUCTION, by Mr PERCY at the Clarence Hotel Bridgwater, Somerset on Thursday, the 10th of October 1844 precisely at Four o'clock in the afternoon by the direction of the Trustees of the late Wyndham Goodden esq deceased, the following very desirable compact and valuable Freehold Farms and Lands, called the WALPOLE ESTATE, situated in the parishes of Pawlett and Purison, near the important town and port of Bridgwater, Somerset, comprising the Western Farm of the Walpole Estate, consisting of a comfortable and convenient farm house and all needful farm buildings, pleasure and kitchen gardens, delightfully situated near the turnpike-road leading from Bristol to Bridgwater, in the occupation of Messrs Marshall, together with 21 Closes of rich and productive meadow, orchard, and arable lands, containing 145 acres 18 perches, more or less. And also, the Eastern Farm of the Walpole Estate, consisting of a comfortable new-built farm house, erected at considerable expense replete with every convenience, and all requisite farm buildings yards gardens, and premises, also situated near the turnpike-road leading from Bristol to Bridgwater, in the occupation of Mr Isaac Parsons, together with a cottage and garden, and 18 closes of rich and excellent meadow, orchard, and arable lands, containing one hundred acres, two roods, and eighteen perches, more or less.

These valuable freehold farms, containing together two hundred and forty-five acres, two roods, and twenty six perches, are bounded by lands of the representatives of Lady De Manley, B. C. Greenhill, esq H Small, esq and other proprietors, and possess many advantages. They lie in the far-famed vale of Pawlett, near Bridgwater, the soil is extremely rich and productive, and the Bristol and Bridgwater turnpike-road passes through them. At the western side of these estates is the navigable river Parret presenting objects ever varying, and, to a proprietor fond of marine excursions opportunities for an indulgence in that amusement. On the eastern side of the estate is the Bristol and Exeter railway affording the occupiers a rapid transit for the productions of these valuable estates to the best markets, either of the metropolis or other parts of the country.

. If this property be not sold in one lot as above described, it will immediately be divided into and be offered in, two lots, as they will be set forth in the particulars of sale.

And also, a Cottage and Garden, and various detached pieces of meadow, pasture, arable, and orchard land, containing altogether by admeasurement twenty-five acres one rood and five perches (more or less), bounded by lands of Sir I. B Lethbridge, bart Sir P Acland, bart Lady De Manley — Bouverie, esq. H Seymour, esq B. C Greenhill e q and others, which will be offered in ten lots, to be described in the particulars of sale.

Printed particulars, with lithographic maps will be ready for delivery after the 25th instant, and may be obtained at the place of sale, of Mr. Parsons, and Messrs. Marshall, the tenants, who will appoint persons to shew the estates of Mr Easton Pawlett, Mr Warry, Solicitors, 7 New inn Lon don; Mr. Percy, Land Surveyor, or of Messrs FOOKS, GOODDEN, and FOOKS, Solicitors, Sherborne

Dated, 3rd Sept. 1844

SUTTON MONTIS and CORTON DENHAM, SOMERSET —A valuable Freehold Estate for Sale.—To be SOLD by AUCTION, by Mr PERCY, at the Angel Inn, Sherborne, Dorset on Thursday, the 17th of October, 1844, at Four o'clock in the afternoon precisely by the direction of the trustees of the late Wyndham Goodden, esq. deceased), in one lot, or if not so sold, then in the three lots aftermentioned, a very desirable, rich, and productive Freehold Estate, known as SUTTON FARM, in the parishes of Sutton Montis and Corton Denham, Somerset, comprising two farm houses and all needful farm buildings, pleasure and kitchen gardens, together with twenty-one closes of very rich meadow, productive orchard, and fertile arable lands, containing one hundred and forty-four acres and twenty-six perches (more or less), in the occupation of Messrs Laver.

If the farm be not sold as above described it will be immediately offered in the three following lots —

Lot 1 All that comfortable and convenient Farm House, with all requisite Farm Buildings, Pleasure and Kitchen Gardens, in Sutton Montis; together with fourteen Closes of very valuable Meadow, Orchard, and Arable Land, containing one hundred and seven acres, three roods, and thirty-five perches (more or less), in Sutton and Corton, in the occupation of Messrs. Laver, bounded by lands of the Right Honourable Lord Portman, John Newman, esq. John Lord, esq. F. St. J. Mildmay, esq. the Right Honourable Lord Poltimore, John Blandford, esq. and other proprietors

Lot 2. All that convenient Farm House, together with double Cottage, Gardens, and Premises, in Sutton Montis, and six Closes of Rich Meadow and productive Orchard Land, containing fifteen acres three roods and thirty-eight perches (more or less), also in the occupation of Messrs Laver bounded by lands of James Bennett, Esq. J Blandford, Esq. the Rev. John Goldesbrough, Rev. W. B Leach, and other proprietors.

Lot 3. A Piece of excellent Pasture Land, called New Lease, containing twenty acres and thirty-three perches (more or less), also in the occupation of Messrs Laver, bounded by lands of Henry Blandford, Esq Rev. W. B Leach, John Blandford, Esq. and other proprietors.

This estate is delightfully situated, the soil is rich, very productive, well watered and timbered; the roads are good, and distant only four miles from Sherborne, five from Castle Cary and Wincanton, six from Yeovil, and thirteen from Shepton Mallet, at each of which towns are good markets, thereby affording the occupier every facility for disposing of the produce of the farm to the best advantage.

Printed particulars, with lithographic maps, will be ready for delivery after the 25th instant, and may be obtained at the place of sale; of Messrs. Laver, the tenants, who will appoint a person to shew the estate; of Mr. Warry, Solicitor, New Inn, London, and Mr. Percy, Land Surveyor ... Messrs. FOOKS, GOODDEN, and FOOKS, Solicitors, ... at ... 1844.

For Sale.

DURLEIGH, SOMERSET.—Tithes, Glebe Land and Donative Advowson near Bridgwater for Sale. To be SOLD by AUCTION by Mr PERCY at the Clarence Hotel in Bridgwater Somerset on Thursday the 10th of October 1844 at six o'clock in the evening, by direction of the trustees of the late Wyndham Goodden esq deceased the following very desirable property in lots as follows

Lot 1 The Tithes of the parish of Durleigh in the county of Somerset which contains upwards of 580 acres of land, which have been commuted ... per annum. This lot will be sold subject to the purchaser paying annually to the curate or minister of Durleigh church or chapel the sum of 2l ... the duties of the said church or chapel and also subject to the purchaser keeping in repair the chancel of the said church or chapel which was substantially repaired a short time since by the late owner.

Lot 2 The Donative or Patronage and Right of Presentation in perpetuity to the Church or Chapel of Durleigh in the county of Somerset, with the church yard belonging thereto containing ... more or less with the yearly sum of 20l charged on Lot 1 forever by way of stipend to the curate or minister for performing the duties of the said church or chapel.

Lot 3 A Piece of Glebe Land belonging to the said church of Durleigh planted ... more or less in the occupation of Mr Thomas Culverwell. The land tax has been redeemed.

For further particulars apply to Mr PERCY, Land Surveyor or Messrs FOOKS GOODDEN and FOOKS Solicitors Sherborne Dorset

Dated 3rd Sept 1844

Sales by Auction

SUSSEX VALUABLE FREEHOLD ESTATES ... For SALE by PUBLIC AUCTION by ... and SON at the King's Head Hotel Horsham, on Wednesday the 9th October ... o'clock

Lot 1 The CHADWICK ESTATE ... manbury ... road from Brighton through Horsham to London and ... acres of good ... and well arranged agricultural buildings. The situation of the estate is most eligible lying in a ... commanding extensive views bounded by the chain of the Sussex Hills. The house is easily capable of considerable enlargement and the site is well worthy of a more important residence. In the neighbourhood are several elevated gentlemen's seats.

The estate is ... miles from the East and West Sussex Junction Road ... miles from the ... station ... Brighton Railway. It is ... and rearing of game and has ... between the kennels of the celebrated Horsham and Crawley ... hounds.

A ... Brighton ... the estate.

Lot 2 POND ... 160 acres of excellent freehold arable and meadow land well stocked with thriving young ... which the soil is particularly ... with barns stabling ... building.

Printed particulars with a map of Gatwick may be had ten days before the sale on the premises at the principal inns in the neighbourhood of Mr Hide Auctioneer Worthing Messrs Palmer, France and Palmer Solicitors 24 Bedford row London Messrs Coppard and Rawlinson, Solicitors, and of the Auctioneers Horsham.

TO CAPITALISTS — Valuable MANOR in Cheshire for SALE nearly adjacent to the flourishing town of Birkenhead —To be SOLD by AUCTION by Messrs J WINSTANLEY and SON at the Clarendon Rooms South John street Liverpool on Tuesday the ... day of October 1844 at One o'clock in the Afternoon subject to such conditions as will be then produced, all that valuable FREEHOLD ESTATE, comprising the Manor and entire township of Noctorum, situate in the hundred of Wirrall and county of Chester, and containing 320 acres of land in statute measure or thereabouts with a modern-built residence, capital farm buildings, and labourers' cottages attached.

This eligible Property affords an opportunity for speculation and investment rarely to be met with. The Estate is at present occupied by a farm tenant and the land is in a high state of cultivation. From its locality, however it is admirably calculated for building purposes and to meet the increasing demand in the neighbourhood of Birkenhead for land of that description, the proprietor has been induced to offer it to public competition.

The township of Noctorum lies ... miles to the west of the important town of Birkenhead but at the ... point it is within a mile of its boundaries ... new streets have been already laid out ... towards this estate. The distance from the house at Noctorum to the shore of the river Mersey is about two miles and a half, and from the sea it is about three miles distant.

A great part of the Estate is situate on an eminence, sloping into one of the most picturesque vales in the county of Chester, and commanding the most extensive and pleasing views of the romantic scenery of North Wales. It is therefore peculiarly suitable for the erection of villa residences. All the materials for building and draining purposes are to be had upon the property itself. There are several quarries of stone ... abundance of ... clay for brick making, and also excellent beds of sand. The Estate is plentifully supplied, too with water of the purest quality, which is obtained at about thirteen yards from the surface.

Another ... township which must considerably enhance ... is, that it is free from the burthen ...

... will shew the Estate on application ... may be had from him, ... SONS, the Auctioneers, ... Solicitors, Warrington.

Sales by Auction.

HARROGATE. By Messrs WINSTANLEY, at the Crown Hotel, Low Harrogate, on Monday October 21, at Three in the afternoon

THE following valuable ESTATE, copyhold of the Forest of Knaresbrough, where the fine ... of ... comprises the Crown Hotel at Low Harrogate and county of York, immediately contiguous to the Montpellier Baths and to the New Royal Pump Room established for upwards of 100 years and frequented by families of the first distinction, containing ... sitting rooms ... upwards of 130 bed ... springs of fresh water and in the grounds are two springs of sulphur water ... which contains 800 ... in the occupation of Mr Stanning for the residue of a term of ten years at a rent ... of 600 per annum. Also Six ... built ... with Seven Shops ... fronting Victoria ... Montpellier Baths ... adjoining the Crown ... the Montpellier Baths ... structure ... dining room ... baths ... gentlemen's ... rooms ... and the ... lighted ... fitted ... Cheltenham ... waters ... The ... sulphur ... water ... The above ... the ... present ... tenancy ... to the Montpellier ... grounds with flower and ... gardens ... yards ... The ... present ... buildings ... pipe ... amounting ... per annum.

Tenants ... will shew the premises ... with plans and conditions of sale may be obtained at Mr ... well ... Solicitor High Harrogate ... Mr Andrew ... Architect ... Bath Bristol ... Manchester Newcastle ... Dublin ... Messrs WINSTANLEY and SONS ... Liverpool ... at the Auction Mart ... WINSTANLEY Paternoster row London and Messrs Powell and Sons, Solicitors Knaresborough.

ELLEL GRANGE ESTATES, NORTH LANCASHIRE. —To be SOLD by AUCTION, by ... deceased by Messrs ... and SON on Wednesday the 2nd day of October next at the King's Arms Hotel in Lancaster, the sale to commence at Twelve o'clock at noon subject to such conditions as shall be produced, either together ... lots the ... desirable MANSION HOUSE and ESTATE called ELLEL GRANGE for many years the residence of the ... Richard Atkinson Esq situate about six miles south of Lancaster and about three quarters of a mile from two of the Stations on the Lancaster and Preston Junction Railway. The Mansion House is surrounded by pleasure grounds and wood and about 100 acres of the property is approached by ... from the Lancaster and Preston turnpike road ... entrance of which an appropriate and picturesque gatekeeper's lodge is situate, and comprises entrance hall, dining, drawing and ... rooms with library and spacious and commodious kitchens and servants offices and steward's and housekeeper's rooms also coach houses, stabling barns, shippons, gardens hot-house green house &c &c

Also the "CRAG HALL" "BANTON HOUSE," and "WALKERS FIELDS" Estates, situate in the townships of Ellel, Cockerham, and Scotforth, near Lancaster and comprising upwards of 540 acres of Freehold tenure and the principal part tithe free of rectorial tithe (the rest being subject to small moduses and commutation rents payable in lieu of tithes) in the occupation of respectable and responsible tenants.

Also will be sold at the same time and place all those two freehold closes of Land, in Scotforth, called "JACKSONS" containing together ... statute measure, and also all those three closes of freehold Land situate in the township of Skerton, containing together 6a ... 6p, statute measure.

Also, all that plot of building ground, called "TOWNS END CLOSE" situate in Upper King-street, in the town of Lancaster and now occupied as gardens, and also a Rent-charge of Ten Shillings arising out of certain lands in the township of Ellel the property of Mr William Bradshaw apportioned thereupon by virtue of the provisions of the General Tithe Commutation Act.

Printed particulars may be had at the King's Arms Hotel, in Lancaster and of Mr Lamb, Hay ..., near Lancaster, of Mr William Sharp, 2, Verulam-buildings, Gray's-inn, London, of Mr John Sharp, Solicitor, Lancaster, who will direct a person the shew the estates, and from whom further particulars may be known.

Lancaster, Sept 21, 1844.

LONDON —Printed by HENRY MORRELL COX, of 74, Great Queen Street, in the Parish of St Giles in the Fields, in the County of Middlesex, Printer, at his Printing Office, 74 & 75, Great Queen Street aforesaid, and published by JOHN CROCKFORD, of 29, Essex Street, Strand, in the Parish of St Clement Danes, in the City of Westminster, Publisher, at the Office of the LAW TIMES, No. 29, Essex Street aforesaid, on Saturday, the 28th day of Sept. 1844.